FORM 8-K

Current report filing

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Mailing Address
620 LESHER PLACE
LANSING MI 48912

Business Address
620 LESHER PLACE
LANSING MI 48912
5173729200

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): September 1, 2022

NEOGEN CORPORATION

(Exact name of registrant as specified in its charter)

Michigan	**0-17988**	**38-2367843**
(State or other jurisdiction of incorporation)	**(Commission File Number)**	**(IRS Employer Identification No.)**
620 Lesher Place, Lansing, Michigan		**48912**
(Address of principal executive offices)		**(Zip Code)**

517-372-9200
(Registrant's telephone number, including area code)

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:

☐ 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))

Securities Registered Pursuant to Section 12(b) of the Act:

Title of each Class	**Trading Symbol(s)**	**Name of each exchange on which registered**
Common Stock, $0.16 par value per share	**NEOG**	**NASDAQ Global Select Market**

Indicate by check mark whether the registrant is an emerging growth company as defined in Rule 405 of the Securities Act of 1933 (§230.405 of this chapter) or Rule 12b-2 of the Securities Exchange Act of 1934 (§240.12b-2 of this chapter).

Emerging growth company ☐

If an emerging growth company, indicate by check mark if the registrant has elected not to use the extended transition period for complying with any new or revised financial accounting standards provided pursuant to Section 13(a) of the Exchange Act. ☐

EXPLANATORY NOTE

On September 1, 2022 (the "Closing Date"), Neogen Corporation ("Neogen" or the "Company") and 3M Company ("3M") completed the previously disclosed combination of Neogen and 3M's food safety business (the "Food Safety Business") in a Reverse Morris Trust transaction as contemplated by (1) that certain Agreement and Plan of Merger, dated as of December 13, 2021 (as amended or otherwise modified, the "Merger Agreement"), by and among Neogen, Nova RMT Sub, Inc., a Delaware corporation and wholly owned subsidiary of Neogen ("Merger Sub"), 3M and Garden SpinCo Corporation, a Delaware corporation and initially a wholly owned subsidiary of 3M ("SpinCo"), (2) that certain Separation and Distribution Agreement, dated as of December 13, 2021 (as amended by Amendment No. 1 thereto, dated as of August 31, 2022, as otherwise modified, the "Separation Agreement"), by and among Neogen, 3M and SpinCo and (3) that certain Asset Purchase Agreement, dated as of December 13, 2021, by and between Neogen and 3M (as amended or otherwise modified, the "Asset Purchase Agreement" and the transactions contemplated by the Asset Purchase Agreement, the Separation Agreement and the Merger Agreement, collectively, the "Transactions").

In connection with the completion of the Transactions, (1) on or before the Closing Date, 3M transferred a portion of the business, operations, activities and assets that comprise the Food Safety Business to SpinCo and its subsidiaries (the "Contribution"), (2) thereafter, on the Closing Date, 3M distributed all of the shares of common stock, par value $0.01 per share, of SpinCo (the "SpinCo common stock") to certain stockholders of 3M in a split-off pursuant to the Separation Agreement (the "Distribution"), (3) following the Distribution on the Closing Date, Merger Sub merged with and into SpinCo (the "Merger"), with SpinCo surviving the Merger as a wholly owned subsidiary of Neogen and being renamed Neogen Food Safety Corporation, and (4) immediately following the Merger, Neogen and certain of its subsidiaries acquired certain assets and assumed certain liabilities related to the Food Safety Business directly from certain 3M subsidiaries pursuant to the Asset Purchase Agreement.

Pursuant to the Merger Agreement, at the effective time of the Merger (the "Effective Time"), each issued and outstanding share of SpinCo common stock (other than shares of SpinCo common stock held by SpinCo as treasury stock or held by Neogen or Merger Sub, which shares were automatically canceled for no consideration) was automatically converted into the right to receive one share of common stock, par value $0.16 per share, of Neogen (the "Neogen common stock") and cash in lieu of any fractional shares of Neogen common stock. Neogen issued a total of 108,269,946 shares of Neogen common stock in the Merger, representing 50.1% of the total issued and outstanding shares of Neogen common stock immediately following the Merger. In addition, (1) pursuant to the Separation Agreement and in partial consideration for the Contribution, prior to the Distribution SpinCo issued $350.0 million in aggregate principal amount of 8.625% senior notes due 2030 (the "SpinCo Notes") to 3M and made a cash payment to 3M of approximately $420.0 million (the "SpinCo Cash Payment"), which is subject to a post-closing working capital adjustment under the Separation Agreement, and (2) pursuant to the Asset Purchase Agreement, Neogen made (or caused to be made) an aggregate cash payment to 3M and certain 3M subsidiaries on the Closing Date of approximately $181.6 million (the "Asset Purchase Payment").

Item 1.01. Entry into a Material Definitive Agreement.

Transaction Agreements

On the Closing Date, in connection with the consummation of the Merger and in accordance with the Separation Agreement and the Merger Agreement, Neogen, 3M, SpinCo and certain of their subsidiaries, as applicable, entered into certain additional agreements, including:

- a Tax Matters Agreement, by and among the Company, SpinCo and 3M (the "Tax Matters Agreement"), which governs the parties' respective rights, responsibilities and obligations with respect to tax liabilities and benefits, tax attributes, the preparation and filing of tax returns, the retention of tax records, the control of audits and other tax proceedings and other matters regarding taxes, including cooperation and information sharing with respect to tax matters;

- an Intellectual Property Cross License Agreement, by and among 3M, SpinCo and 3M Innovative Properties Company (the "IP Cross License Agreement"), which sets forth the terms and conditions under which SpinCo and 3M each grant and receive licenses to use certain intellectual property owned or controlled by the granting party;

- a Transitional Trademark License Agreement, by and among the Company, 3M, SpinCo and 3M Innovative Properties Company (the "Trademark License Agreement"), which sets forth the terms and conditions under which SpinCo, Neogen, and their respective affiliates will receive a transitional worldwide, royalty-free and non-exclusive license to continue using certain trademarks owned by 3M (including the "3M" trademark) and 3M Innovative Properties Company;

- a Transition Services Agreement, by and among the Company, 3M and SpinCo (the "TSA"), which sets forth the terms and conditions upon which 3M will provide certain services to the Company on a transitional basis following the Closing Date in connection with the operation of the Food Safety Business. Under the TSA, 3M will provide to SpinCo certain transition services in the following principal functional areas: (i) accounting and finance services; (ii) information technology services; (iii) supply chain services; and (iv) IT systems access services.

- a Transition Distribution Services Agreement, by and among the Company, 3M and SpinCo (the "TDSA"), which sets forth the terms and conditions under which 3M will act as a limited, non-exclusive distributor of certain Food Safety Business products in certain countries, in order to facilitate the integration of the Food Safety Business with Neogen as the Food Safety Business transitions off of 3M's distribution channels;

- a Transition Contract Manufacturing Agreement, by and among the Company, 3M and SpinCo (the "TCMA"), which sets forth the terms and conditions under which 3M will provide contract manufacturing services to SpinCo for certain products, including manufacturing and selling to SpinCo certain products that SpinCo would not be able to source readily as of the Closing Date from an alternative provider or contract manufacturer;

- a Distribution Agreement, by and between 3M and SpinCo (the "Clean-Trace(TM) Distribution Agreement"), which sets forth the terms and conditions on which SpinCo will manufacture, supply and sell to 3M and 3M will distribute and resell certain Clean-Trace(TM) consumable and equipment products; and

- a Real Estate License Agreement, by and between certain subsidiaries of the Company and 3M and certain of its subsidiaries (the "RELA"), pursuant to which 3M or its applicable subsidiary will provide a license to the applicable Neogen subsidiary so that certain Neogen employees may continue to use certain premises owned or leased by 3M for a limited period following the closing of the Transactions (the "Closing") while Neogen transitions the operations of the Food Safety Business.

A summary of the material terms of each of the agreements described above is also contained in the section entitled "Additional Agreements Related to the Separation and the Merger" in the Company's Registration Statement on Form S-4 (Registration No. 333-263667), as amended or supplemented, which was declared effective by the Securities and Exchange Commission (the "SEC") on August 4, 2022 (the "Neogen Registration Statement"), which description is incorporated by reference into this Item 1.01. Each of the foregoing descriptions does not purport to be complete and is qualified in its entirety by reference to each of the Tax Matters Agreement, the IP Cross License Agreement, the Trademark License Agreement, the TSA, the TDSA, the TCMA, the Clean-Trace(TM) Distribution Agreement and the RELA, copies of which are attached hereto as Exhibits 10.1 through 10.8, respectively, and incorporated by reference into this Item 1.01.

Financing Matters

Senior Secured Credit Agreement

As previously disclosed, on June 30, 2022, SpinCo entered into a Credit Agreement with JPMorgan Chase Bank, N.A., as administrative agent, and certain banks and other financial institutions party thereto (the "Senior Secured Credit Agreement"), which provides for a 5-year $650.0 million senior secured term loan facility (the "Term Loan Facility") and a 5-year $150.0 million revolving credit facility (the "Revolving Credit Facility" and, collectively with the Term Loan Facility, the "Senior Secured Credit Facilities"). On August 31, 2022 (the "Term Loan Closing Date"), SpinCo borrowed $650.0 million of term loans (the "Terms Loans") under the Term Loan Facility, and (1) a portion of the Term Loans were used by SpinCo to finance the SpinCo Cash Payment on the Term Loan Closing Date and (2) a portion of the Term Loans were loaned by SpinCo to Neogen on the Term Loan Closing Date pursuant to an intercompany loan agreement in order to finance Neogen's payment of the Asset Purchase Payment.

On the Closing Date, (i) pursuant to a joinder agreement, Neogen was joined as a borrower under the Senior Secured Credit Agreement and (ii) pursuant to a guarantee agreement, each of Neogen and certain of its subsidiaries agreed to guarantee certain payment and performance obligations of the obligors under the Senior Secured Credit Agreement and related loan documents. In addition, as of the Effective Time, the obligations under the Senior Secured Credit Facilities were secured by a first-priority lien on substantially all of Neogen's, SpinCo's, and each subsidiary guarantor's tangible and intangible personal property, including the capital stock of each borrower's and guarantor's direct material restricted subsidiaries, subject to certain exceptions.

The Senior Secured Credit Agreement permits the following types of borrowings at the following interest rates:

- borrowing of loans that bear interest at a rate based on the daily simple SOFR, plus a 0.10% credit spread adjustment, subject to a floor of 0.00% per annum ("Adjusted Daily Simple SOFR"). Such Adjusted Daily Simple SOFR loans bear an interest at a rate per annum equal to the Adjusted Daily Simple SOFR plus the applicable margin,

- borrowing of loans that bear interest at a rate based on the term SOFR rate, plus a 0.10% credit spread adjustment, subject to a floor of 0.00% per annum ("Adjusted Term SOFR Rate"). Such Adjusted Term SOFR Rate loans bear an interest during each interest period at a rate per annum equal to the Adjusted Term SOFR Rate plus the applicable margin, or

- borrowing of loans that bear interest at an alternate base rate, subject to a floor of 1.00% per annum, equal to the highest of (x) the rate of interest in effect as publicly announced by The Wall Street Journal as the prime rate, (y) the federal funds effective rate plus 0.50% and (z) the Adjusted Term SOFR Rate for an interest period of one month plus 1.00%, in each case, plus an applicable margin.

The applicable margin is (i) in the case of Adjusted Daily Simple SOFR loans and Adjusted Term SOFR Rate loans, 2.25%, and (ii) in the case of loans which bear interest at the alternate base rate, 1.25% in each case, subject to certain step-downs based on achievement of certain total leverage ratios. The borrowers under the Senior Secured Credit Agreement can elect one, three or six months interest periods in the case of the Adjusted Term SOFR Rate loans.

The Revolving Credit Facility will be subject to the following fees: (i) commencing on the Term Loan Closing Date, a commitment fee of 0.35% per annum, payable quarterly in arrears with respect to the unused portion of the facility, subject to certain step-downs based on achievement of certain total leverage ratios, (ii) a letter of credit fronting fee equal to 0.125% per annum (or such lesser amount as may be agreed in writing with the relevant issuing lender) on the aggregate face amount of each letter of credit outstanding and (iii) certain other customary fees and expenses.

The Senior Secured Credit Agreement permits voluntary prepayment of loans and/or reduction of commitments under the Senior Secured Credit Facilities, in whole or in part, in certain minimum principal and/or commitment amounts with prior notice and subject to customary breakage provisions. The Term Loan Facility must be repaid with (a) 100% of the net cash proceeds of certain asset sales in excess of a loan threshold and casualty and condemnation events, in each case, subject to reinvestment rights, and (b) 100% of the net proceeds of the incurrence or issuance of prohibited indebtedness, in each case, subject to certain exceptions. Mandatory prepayments are not required under the Revolving Credit Facility. The Term Loan Facility will amortize in nineteen consecutive quarterly installments in an amount equal to (i) in years 1 and 2, 2.5% of the original principal amount per annum, (ii) in years 3 and 4, 5.0% of the original principal amount per annum and (iii) only in year 5, 7.5% of the original principal amount per annum, with the remaining balance due at the final maturity. Amounts outstanding under the Revolving Credit Facility will have to be repaid on the fifth anniversary of the Term Loan Closing Date, unless commitments under such Revolving Credit Facility are terminated earlier.

The Senior Secured Credit Agreement contains customary covenants, including, but not limited to, restrictions on Neogen's, SpinCo's and each of their restricted subsidiaries' ability to merge, consolidate or amalgamate with other companies or liquidate, wind-up or dissolve itself (or suffer any liquidation or dissolution), incur indebtedness, grant liens or security interests on assets, make restricted payments (including dividends or other distributions), make prepayments of certain junior indebtedness, enter into transactions with affiliates, make certain dispositions and investments, or change their fiscal year or line of business, in each case, subject to certain exceptions. In addition, the Senior Secured Credit Agreement contains financial covenants that will require that Neogen maintain (i) a maximum total leverage ratio not in excess of 4.50 to 1.00 (subject to increase in certain circumstances, subject to certain conditions) and (ii) a minimum consolidated interest coverage ratio of not less than 2.50 to 1.00. The Senior Secured Credit Agreement also contains customary events of default.

The foregoing description of Senior Secured Credit Agreement does not purport to be complete and is qualified in its entirety by reference to the Senior Secured Credit Agreement, a copy of which is attached hereto as Exhibit 10.9 and incorporated by reference into this Item 1.01.

SpinCo Notes Indenture

As previously disclosed, on July 20, 2022, SpinCo issued $350.0 million in aggregate principal amount of 8.625% senior notes due 2030 pursuant to an indenture by and among SpinCo, the guarantors party thereto from time to time and U.S. Bank Trust Company, National Association, as trustee (the "Indenture"). The SpinCo Notes were issued by SpinCo to 3M and then transferred and delivered by 3M to a selling securityholder pursuant to a debt exchange undertaken by 3M for existing indebtedness incurred by 3M in the aggregate principal amount of $350.0 million.

Upon the consummation of the Merger, Neogen and certain of its subsidiaries (collectively with Neogen, the "Neogen Guarantors") became party to the Indenture pursuant to a Supplemental Indenture, dated as of September 1, 2022, among SpinCo, the Neogen Guarantors and U.S. Bank Trust Company, National Association, as trustee (the "Supplemental Indenture"), whereby the Neogen Guarantors provided a full and unconditional guarantee of SpinCo's obligations in respect of the SpinCo Notes and the Indenture, subject to the terms of the Indenture. Upon consummation of the Distribution, 3M was automatically, unconditionally and irrevocably released as a guarantor of the Spinco Notes.

The SpinCo Notes mature on July 20, 2030 and bear interest at a rate of 8.625% per annum, payable in cash on January 20 and July 20 of each year, beginning on January 20, 2023. The SpinCo Notes are senior unsecured obligations of SpinCo.

The SpinCo Notes may be redeemed, in whole or in part, (i) at any time prior to July 20, 2027, at a redemption price equal to 100% of the aggregate principal amount of the SpinCo Notes, plus a customary make-whole premium, and (ii) at any time on or after July 20, 2027, at a fixed percentage of the principal amount, in each case, plus accrued and unpaid interest, if any, through, but excluding, the applicable redemption date.

The Indenture contains customary terms for high yield senior notes of this type, including covenants relating to debt incurrence, liens, restricted payments, assets sales and transactions with affiliates. The Indenture also provides for customary events of default (subject, in certain cases, to customary grace periods), including nonpayment on the SpinCo Notes, breach of covenants in the Indenture, payment defaults or acceleration of other indebtedness over a specified threshold, failure to pay certain judgments over a specified threshold and certain events of bankruptcy and insolvency. Generally, if an event of default occurs, the trustee under the Indenture or holders of at least 25% of the aggregate principal amount of all then outstanding SpinCo Notes may declare the principal, premium, if any, and accrued and unpaid interest on all the then outstanding SpinCo Notes of such series to be due and payable immediately.

The foregoing description of the Indenture and the SpinCo Notes does not purport to be complete and is qualified in its entirety by reference to the Indenture and the Supplemental Indenture, copies of which are attached hereto as Exhibits 4.1 and 4.2, respectively, and incorporated by reference into this Item 1.01.

Item 1.02 Termination of a Material Definitive Agreement.

Effective as of September 1, 2022, all amounts outstanding under that certain Amended and Restated Credit Agreement, dated as of November 30, 2016, by and between the Company and JPMorgan Chase Bank, N.A. (as amended by that certain First Amendment to Amended and Restated Credit Agreement, dated as of November 30, 2018, and that certain Second Amendment to Amended and Restated Credit Agreement, dated as of November 30, 2020, the "Amended and Restated Credit Agreement") were repaid, and the Amended and Restated Credit Agreement, including any commitments thereunder, was terminated.

Item 2.01. Completion of Acquisition or Disposition of Assets.

On the Closing Date, the Transactions, including the Merger, were consummated pursuant to the Merger Agreement, the Separation Agreement and the Asset Purchase Agreement. At the Effective Time, each issued and outstanding share of SpinCo common stock (except for shares of SpinCo common stock held by SpinCo as treasury stock or by Neogen or Merger Sub, which shares were canceled for no consideration) was automatically converted into the right to receive one share of Neogen common stock (together with cash in lieu of any fractional shares of Neogen common stock) based on the exchange ratio set forth in the Merger Agreement. Under the Merger Agreement, the exchange ratio means the greater of (1) 108,185,928 or (2) the product of (i) the number of shares of Neogen common stock issued and outstanding immediately prior to the Effective Time, which was 107,837,730, multiplied by (ii) 1.00400802, in the case of each of clauses (1) or (2), divided by the number of shares of SpinCo common stock issued and outstanding immediately prior to the Effective Time. As a result of the exchange ratio pursuant to the Merger Agreement, immediately following the Effective Time SpinCo stockholders held, in the aggregate, approximately 50.1% of the outstanding shares of Neogen Common Stock outstanding immediately following the Effective Time and pre-Merger Company shareholders held, in the aggregate, approximately 49.9% of the shares of Neogen common stock outstanding immediately following the Effective Time.

Pursuant to the Merger Agreement, Neogen agreed to appoint two (2) individuals selected by 3M that meet the requirements under the rules and regulations of the Nasdaq to be considered independent directors on the Neogen board of directors and who are reasonably acceptable to Neogen (the "Designated Directors"), taking into account their skills and background and the composition and diversity of the Neogen board of directors, effective as of the Effective Time. In connection with the consummation of the Transactions and without otherwise altering Neogen's obligations under the Merger Agreement following the Closing in respect of the Designated Directors, Neogen and 3M agreed to complete the process required to appoint the Designated Directors, and Neogen agreed to make such appointments as promptly as practicable following the Closing and the determination thereof.

In connection with the Transactions, the Company, 3M and SpinCo entered into certain additional agreements relating to, among other things, certain tax matters and the provision of certain transition services during a transition period following the consummation of the Merger. The information set forth in the Explanatory Note and in Item 1.01 of this Current Report on Form 8-K is incorporated by reference into this Item 2.01.

The Neogen Registration Statement also sets forth certain additional information regarding the Transactions under the sections entitled "The Transactions" and "The Transaction Agreements", and such information is incorporated by reference into this Item 2.01. The foregoing description of the Transactions does not purport to be complete and is qualified in its entirety by reference to the Merger Agreement, the Separation Agreement, including Amendment No. 1 thereto, and the Asset Purchase Agreement, copies of which are attached as Exhibits 2.1, 2.2, 2.3, and 2.4, respectively, to this Current Report on Form 8-K and are incorporated by reference into this Item 2.01.

Item 2.03 Creation of a Direct Financial Obligation or an Obligation under an Off-Balance Sheet Arrangement of a Registrant.

The information set forth in Item 1.01 of this Current Report on Form 8-K under the heading "Financing Matters" is incorporated by reference into this Item 2.03.

Item 5.03. Amendments to Articles of Incorporation or Bylaws; Change in Fiscal Year.

Amendment to Articles of Incorporation

On the Closing Date, in connection with the consummation of the Merger and as approved by the Company's shareholders at a special meeting held on August 17, 2022, the Company amended its Articles of Incorporation (the "Charter Amendment") to (1) increase the number of authorized shares of Neogen common stock from 240,000,000 shares of Neogen common stock to 315,000,000 shares of Neogen common stock and (2) increase the maximum number of directors that may serve on the board of directors of Neogen from nine (9) directors to eleven (11) directors.

Amendment to Bylaws

On the Closing Date, in connection with the consummation of the Merger and as approved by the Company's shareholders at a special meeting held on August 17, 2022, the Company amended its bylaws (the "Bylaw Amendment") to (1) increase the maximum number of directors that may serve on the board of directors of Neogen from nine (9) directors to eleven (11) directors and (2) permit the board of directors of Neogen to make future amendments to the Neogen bylaws without first obtaining the approval of Neogen shareholders.

Each of the foregoing descriptions does not purport to be complete and is qualified in its entirety by reference to each of the Charter Amendment and the Bylaw Amendment, copies of which are attached hereto as Exhibits 3.1 and 3.2, respectively and are incorporated by reference into this Item 5.03.

Item 8.01. Other Events.

On the Closing Date, the Company issued a press release announcing the completion of the Transactions, a copy of which is attached as Exhibit 99.1 to this Current Report on Form 8-K and is incorporated by reference into this Item 8.01.

Item 9.01 Financial Statements and Exhibits.

(a) Financial Statements of Business Acquired

The audited combined financial statements of the Food Safety Business as of December 31, 2021 and 2020 and for the years ended December 31, 2021, 2020 and 2019, and the related notes thereto, were included in the Neogen Registration Statement and are incorporated by reference into this Item 9.01(a).

The unaudited interim combined financial statements of the Food Safety Business as of June 30, 2022 and for the three and six months ended June 30, 2022 and June 30, 2021, and the related notes thereto, are filed as Exhibit 99.3 to this Current Report on Form 8-K and are incorporated herein by reference.

(b) Pro Forma Financial Information

The unaudited pro forma condensed combined financial information of the Company and the Food Safety Business as of May 31, 2022 and for the twelve months ended May 31, 2022, and the related notes thereto, were included in the Company's Current Report on Form 8-K filed on August 12, 2022, and are incorporated by reference into this Item 9.01(b).

(d) Exhibits.

Exhibit Index

Exhibit No.	Description
2.1	Agreement and Plan of Merger, dated as of December 13, 2021, by and among 3M Company, Garden SpinCo Corporation, Neogen Corporation and Nova RMT Sub, Inc. (incorporated by reference to Exhibit 2.1 to the Current Report on Form 8-K filed by Neogen Corporation on December 15, 2021).*
2.2	Separation and Distribution Agreement, dated as of December 13, 2021, by and among 3M Company, Garden SpinCo Corporation and Neogen Corporation (incorporated by reference to Exhibit 2.2 to the Current Report on Form 8-K filed by Neogen Corporation on December 15, 2021).*
2.3	Amendment No. 1 to the Separation and Distribution Agreement, dated as of August 31, 2022, by and among 3M Company, Garden SpinCo Corporation and Neogen Corporation.*
2.4	Asset Purchase Agreement, dated as of December 13, 2021, by and between 3M Company and Neogen Corporation (incorporated by reference to Exhibit 2.3 to the Current Report on Form 8-K filed by Neogen Corporation on December 15, 2021).*
3.1	Certificate of Amendment to Restated Articles of Incorporation of Neogen Corporation.
3.2	Amendment to Bylaws of Neogen Corporation.
4.1	Senior Notes Indenture for 8.625% Senior Notes due 2030, dated as of July 20, 2022, among Garden SpinCo Corporation, as issuer, the guarantors party thereto from time to time, and U.S. Bank Trust Company, National Association, as trustee (incorporated by reference to Exhibit 10.10 to Neogen's Registration Statement on Form S-4 (Registration No. 333-263667), filed with the SEC on July 27, 2022).*
4.2	Supplemental Indenture, dated as of September 1, 2022, among Neogen Food Safety Corporation (f/k/a Garden SpinCo Corporation), as issuer, U.S. Bank Trust Company, National Association, as trustee, Neogen Corporation and certain of its subsidiaries.
10.1	Tax Matters Agreement, dated as of September 1, 2022, by and among 3M Company, Garden SpinCo Corporation and Neogen Corporation.*
10.2	Intellectual Property Cross-License Agreement, dated as of September 1, 2022, by and between 3M Company and Garden SpinCo Corporation.*
10.3	Trademark Transitional License Agreement, dated as of September 1, 2022, by and among 3M Company, 3M Innovative Properties Company, Neogen Corporation and Garden SpinCo Corporation.*†
10.4	Transition Services Agreement, dated as of September 1, 2022, by and among 3M Company, Garden SpinCo Corporation and Neogen Corporation.*†

10.5	Transition Distribution Services Agreement, dated as of September 1, 2022, by and among 3M Company, Garden SpinCo Corporation and Neogen Corporation.*†
10.6	Transition Contract Manufacturing Agreement, dated as of September 1, 2022, by and among 3M Company, Garden SpinCo Corporation and Neogen Corporation.*†
10.7	Clean-Trace(TM) Distribution Agreement, dated as of September 1, 2022, by and between 3M Company and Garden SpinCo Corporation.*†
10.8	Real Estate License Agreement, dated as of September 1, 2022, by and among certain subsidiaries of Neogen Corporation, 3M Company and certain of its subsidiaries.*
10.9	Credit Agreement, dated as of June 30, 2022, among Garden SpinCo Corporation, as borrower, the lenders from time to time party thereto, and JPMorgan Chase Bank, N.A., as administrative agent, and joined thereto as of September 1, 2022 by Neogen Corporation, as a borrower (incorporated by reference to Exhibit 10.9 to Neogen's Registration Statement on Form S-4 (Registration No. 333-263667), filed with the SEC on July 27, 2022).*
99.1	Press Release dated September 1, 2022.
99.2	Audited annual combined financial statements of the Food Safety Business as of December 31, 2021 and 2020 and for the years ended December 31, 2021, 2020 and 2019 (incorporated by reference to the Annual Food Safety Business Combined Financial Statements included starting on page F-11 of Neogen's Registration Statement on Form S-4 (Registration No. 333-263667), filed with the SEC on August 4, 2022).
99.3	Unaudited interim combined financial statements of the Food Safety Business as of June 30, 2022 and for the three and six months ended June 30, 2022 and June 30, 2021 (incorporated by reference to Exhibit 99.2 to the Current Report on Form 8-K filed by 3M Company on August 12, 2022).
99.4	Unaudited pro forma condensed combined financial information of Neogen and the Food Safety Business as of May 31, 2022 and for the twelve months ended May 31, 2022 (incorporated by reference to Exhibit 99.2 to the Current Report on Form 8-K filed by Neogen Corporation on August 12, 2022).
104	Cover Page Interactive Data File (embedded within the Inline XBRL document)

* Exhibits, schedules and annexes have been omitted pursuant to Item 601(a)(5) of Regulation S-K and will be supplementally provided to the SEC upon request.

† Certain confidential information contained in this document, marked by [***], has been omitted because it is both (i) not material and (ii) would be competitively harmful if publicly disclosed.

SIGNATURES

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

Neogen Corporation

Date: September 1, 2022

By: /s/ Amy M. Rocklin

Name: Amy M. Rocklin

Title: Vice President, General Counsel and Corporate Secretary

Exhibit 2.3

EXECUTION VERSION

AMENDMENT NO. 1

TO THE

SEPARATION AND DISTRIBUTION AGREEMENT

This Amendment No. 1 (this "Amendment"), dated as of August 31, 2022, to the Separation and Distribution Agreement, dated as of December 13, 2021 (as amended, restated, modified or supplemented from time to time, the "Separation Agreement"), by and among 3M Company, a Delaware corporation (the "Company"), Garden SpinCo Corporation, a Delaware corporation ("SpinCo"), and Neogen Corporation, a Michigan corporation ("Parent"), is entered into by and among the Company, SpinCo and Parent.

WHEREAS, in accordance with Section 9.7 of the Separation Agreement, the parties hereto wish to amend the Separation Agreement as set forth herein.

NOW, THEREFORE, in consideration of the mutual covenants contained herein and in the Separation Agreement, and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties hereto agree as follows:

1. Definitions. Capitalized terms used but not otherwise defined herein shall have the respective meanings ascribed to such terms in the Separation Agreement.

2. Amendments to the Separation Agreement. The Separation Agreement is hereby amended as follows:

(a) The following definitions are hereby added to Section 1.1 of the Separation Agreement, to be inserted in the appropriate alphabetical order:

"Closing Neogen Loan" means a loan by SpinCo to Neogen pursuant to the intercompany loan and direction agreement in the form attached hereto as Exhibit C.

"Parent Notes Guarantee Agreement" means the Parent Guarantee Agreement, by the Company in favor of U.S. Bank Trust Company, National Association, as Trustee for the Holders of the SpinCo Notes.

"SpinCo Indenture" means the Senior Notes Indenture, dated as of July 20, 2022, by and among SpinCo, the guarantors party thereto from time to time, and U.S. Bank Trust Company, National Association.

"SpinCo Notes" means the 8.625% Senior Notes due 2030 issued by SpinCo pursuant to the SpinCo Indenture.

"Transferring SpinCo Cash" has the meaning set forth on Schedule 2.2(a)(xiv).

(b) The definition of "Above Basis Amount" is hereby amended by adding the following text as a new sentence at the end of such definition:

"Notwithstanding the foregoing or anything to the contrary in this Agreement, the Merger Agreement or any other Transaction Document, the Parties agree that the Above Basis Amount shall equal $350,000,000."

(c) The definition of "Basis Amount" is hereby amended by adding the following text as a new sentence at the end of such definition:

"Notwithstanding the foregoing or anything to the contrary in this Agreement, the Merger Agreement or any other Transaction Document, the Parties agree that the Basis Amount shall equal $468,381,600."

(d) The definitions of "Available Cash" and "Minimum Cash Amount" are hereby deleted from the Separation Agreement.

(e) Section 2.2(a)(iii) of the Separation Agreement is hereby amended and restated in its entirety as follows:

"(A) the Inventory located at the SpinCo Real Property and (B) the finished goods Inventory used or held for use primarily in connection with the SpinCo Business that is either (1) located inside the United States or (2) owned by 3M EMEA GmbH, which, in the case of clause (2), will be transferred to Garden Switzerland GmbH prior to the Distribution Time (clauses (A) and (B) together, the "SpinCo Inventory").

(f) Section 2.2(b)(iii) of the Separation Agreement is hereby amended and restated in its entirety as follows:

"all cash, cash equivalents and marketable securities, including all checks, drafts and wires deposited for the account of the Company or any of its Subsidiaries that have not been credited by the receiving bank, other than (x) any Transferring SpinCo Cash (which shall be in a SpinCo bank account) and (y) CHF 307,979.73 that will be or that has been contributed to a bank account of Garden Switzerland GmbH by 3M EMEA GmbH (and for the avoidance of doubt, no cash, cash equivalents or marketable securities shall constitute a SpinCo Asset for purposes of any Transfer Document, other than cash in the amount of CHF 307,979.73 pursuant to the contribution agreement between 3M EMEA GmbH and Garden Switzerland GmbH);"

(g) The first sentence of Section 2.8 of the Separation Agreement is hereby amended and restated in its entirety as follows:

"After the Distribution Time, SpinCo shall pay the Company an amount of cash equal to 100% of the Reimbursement Obligations, excluding any Prepaid Reimbursement Obligations (such payment to be made promptly and in any event within ten (10) Business Days of delivery by the Company of a written request therefor accompanied by reasonable supporting documentation evidencing such Reimbursement Obligations)."

(h) The definition of "Net Working Capital" is hereby amended by replacing clause (E) of such definition as follows:

"(E) the SpinCo Financing Arrangements, any proceeds thereof, the Reimbursement Obligations and any Reimbursement Obligations Loan (other than any interest payable under any Reimbursement Obligations Loan as of the Closing Date), and the Closing Neogen Loan (including any interest accrued and unpaid under the Closing Neogen Loan), and"

(i) Section 2.4 of the Separation Agreement is hereby amended by adding a new subsection (c), as follows:

"The foregoing provisions of this Section 2.4 shall apply to any applicable SpinCo Assets, SpinCo Liabilities, Excluded Assets, Excluded Liabilities and Delayed Transferred Assets, notwithstanding that the applicable Transfer Document may not contain an express reference to this Section 2.4 and not withstanding anything to the contrary in such Transfer Documents. Sections 3.1(a) and 3.1(b) of the Asset Purchase Agreement shall apply to any applicable Separately Conveyed Asset, notwithstanding that the applicable Separate Conveyancing Instrument may not contain an express reference to Sections 3.1(a) and 3.1(b) of the Asset Purchase Agreement and not withstanding anything to the contrary in such Separate Conveyancing Instrument."

(j) Section 3.1(b)(i) of the Separation Agreement is hereby amended and restated in its entirety as follows:

"Without limiting the requirements of Section 2.6, prior to the Distribution Time, the Company may, and may cause the members of the Company Group and the SpinCo Group to, take such actions as the Company deems advisable to minimize or reduce, to an amount not less than the amount of the Transferring SpinCo Cash, the amount of cash and cash equivalents remaining in any accounts held by or in the name of a member of the SpinCo Group as of the Distribution Time."

(k) Section 7.7 of the Separation Agreement is hereby replaced in its entirety with:

"[Reserved]."

(l) A new Section 7.10 is hereby added to the Separation Agreement, as follows:

"Section 7.10. Special Mandatory Redemption. In connection with the issuance of the SpinCo Notes on July 20, 2022, the Company agreed that, in the event that this Agreement terminates due to the valid termination of the Merger Agreement prior to the Distribution, it shall provide SpinCo with all funds necessary to consummate the Special Mandatory Redemption (as defined in the SpinCo Notes) and SpinCo agreed that it shall use such funds to satisfy all obligations of SpinCo (and all obligations of the Company, including those pursuant to the Parent Notes Guarantee Agreement) pursuant to the Special Mandatory Redemption. The Company and SpinCo hereby confirm such agreement, which is incorporated herein."

(m) Section 9.4 of the Separation Agreement is hereby amended by replacing the notice information for the Company and, on or prior to the Distribution Date, to SpinCo, with the following:

"3M Company
3M Health Care Business Group
3M Center, Building 220-14E-13
St. Paul, MN 55144-1000
Attention: Jeffrey Lavers, Group President
E-mail: jlavers@mmm.com

with a copy (which shall not constitute notice) to:

3M Company
3M Office of General Counsel
3M Center, Building 220-9E-02
St. Paul, MN 55144-1000
Attention: Michael Dai, Vice President, Associate General Counsel and Secretary
Email: dealnotices@mmm.com

and

Wachtell, Lipton, Rosen & Katz
51 West 52nd Street
New York, NY 10019
Telephone: (212) 403-1000
Attention: Steven A. Rosenblum; Jenna E. Levine
E-mail: SARosenblum@wlrk.com; JELevine@wlrk.com"

(n) Section 9.15 of the Separation Agreement is hereby amended by adding the following text as a new sentence at the end of such section:

"Notwithstanding anything to the contrary set forth in this Agreement, the provisions of Section 7.10 of this Agreement shall survive the termination of this Agreement until the covenants set forth therein have been performed in accordance with their terms."

(o) Schedule 2.1(a) to the Separation Agreement is hereby replaced in its entirety with Exhibit A to this Amendment.

(p) Schedule 2.2(a)(xiv) to the Separation Agreement is hereby amended by adding the following text at the end of such section:

> "7. "Transferring SpinCo Cash" means cash in an amount equal to (a) $650,000,000, *minus* (b) the sum of (w) the amount of the SpinCo Payment, and (x) the amount of any loan made and funded prior to the measurement of Net Working Capital by SpinCo to Parent or any subsidiary of Parent, including the Closing Neogen Loan, *minus* (c) the sum of (x) any amounts repaid by SpinCo prior to the measurement of Net Working Capital under any Reimbursement Obligations Loan and (y) any amounts paid by SpinCo prior to the measurement of Net Working Capital (including any amounts netted against a borrowing under the SpinCo Financing Arrangements) in respect of fees and expenses related to the SpinCo Financing Arrangements that constitute Reimbursement Obligations (such amounts in clause (c), collectively, the "Prepaid Reimbursement Obligations").

(q) Schedule 3.2(f) to the Separation Agreement is hereby amended by deleting "b. Swiss value-added tax ruling;" and re-designating subparagraph "c." as subparagraph "b."

(r) Exhibit A to the Separation Agreement is hereby replaced in its entirety with Exhibit B to this Amendment.

3. References. Each reference in the Separation Agreement to "this Agreement", "hereof", "hereunder", "herein", "hereby" or words of similar import referring to the Separation Agreement shall mean and be a reference to the Separation Agreement as amended by this Amendment. Notwithstanding the foregoing, all references in the Separation Agreement or any exhibit or schedule thereto to "the date hereof" or "the date of this Agreement" shall refer to December 13, 2021, except that the reference in Section 2.12(a)(iv) is hereby amended to refer to the Distribution Time.

4. Effect of Amendment. Except as otherwise expressly modified hereby or provided herein, all of the terms, agreements and conditions of the Separation Agreement remain unchanged and continue in full force and effect.

5. Miscellaneous. Sections 9.1, 9.3 through 9.13 and 9.17 of the Separation Agreement shall apply *mutatis mutandis* to this Amendment.

[*Remainder of Page Intentionally Left Blank*]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives as of the date first above written.

3M COMPANY

By: /s/ Jeffrey Lavers
Name: Jeffrey Lavers
Title: Group President

GARDEN SPINCO CORPORATION

By: /s/ Jerry T. Will
Name: Jerry T. Will
Title: Vice President

NEOGEN CORPORATION

By: /s/ John E. Adent
Name: John E. Adent
Title: President and Chief Executive Officer

Exhibit 3.1

CSCL/CD-515 (Rev. 09/21)

MICHIGAN DEPARTMENT OF LICENSING AND REGULATORY AFFAIRS
CORPORATIONS, SECURITIES & COMMERCIAL LICENSING BUREAU

Date Received	(FOR BUREAU USE ONLY)
SEP 01 2022	AC1
	This document is effective on the date filed, unless a subsequent effective date within 90 days after received date is stated in the document.

FILED
SEP 01 2022
ADMINISTRATOR
CORPORATIONS DIVISION

EFFECTIVE DATE:

Name		
Neogen Corporation		
Address		
620 Lesher Place		
City	State	ZIP Code
Lansing	Michigan	48912

Document will be returned to the name and address you enter above. If left blank, document will be returned to the registered office.

CERTIFICATE OF AMENDMENT TO THE ARTICLES OF INCORPORATION

For use by Domestic Profit and Nonprofit Corporations

(Please read information and instructions on the last page)

Pursuant to the provisions of Act 284, Public Acts of 1972, (profit corporations), or Act 162, Public Acts of 1982 (nonprofit corporations), the undersigned corporation executes the following Certificate:

1. The present name of the corporation is:
   Neogen Corporation

2. The identification number assigned by the Bureau is: 800061333

3. Article III and Article VIII of the Articles of Incorporation is hereby amended to read as follows:

1) Article III of the Restated Articles of Incorporation is hereby amended to read as follows:

The total authorized shares:

Common Shares: 315,000,000 Preferred Shares: 100,000
Par Value: $0.16 Par Value: $1.00

A statement of all or any of the relative rights, preferences and limitations of the shares of each class is as follows:

The Preferred Stock shall be issued from time to time in one or more series of such number of shares with such distinctive serial designations and (a) may have such voting powers; (b) may be subject to redemption at such time or times and at such prices; (c) may be entitled to receive dividends (which may be cumulative or non-cumulative) at such rate or rates, on such conditions, and at such times, and payable in preference to, or in such relation to, the dividends payable on any other class or classes or series of stock; (d) may have such rights upon the dissolution of or upon any dissolution of the assets of the Company; (e) may be convertible into, or exchangeable for, shares of any other class or classes or of any other series of the same or any other class or classes of stock of the Company, at such price or prices or at such rates of exchange, and with such adjustments; and (f) may have such other relative participation, optional or other special rights, preferences, qualifications, limitations, or restrictions thereof, all as shall hereafter be stated and expressed in the resolution or resolutions providing for the issue of each such series of Preferred Stock from time to time adopted by the Board of Directors pursuant to the authority so to do which is hereby expressly vested in the Board of Directors.

2) The first sentence of Article VIII of the Restated Articles of Incorporation is hereby amended to read as follows:

The number of directors which shall constitute the whole board shall not be less than five nor more than eleven.

COMPLETE ONLY ONE OF THE FOLLOWING:

4. Profit or Nonprofit Corporations: For amendments adopted by unanimous consent of incorporators before the first meeting of the board of directors or trustees.

The foregoing amendment to the Articles of Incorporation was duly adopted on the _____ day of _____, _____, in accordance with the provisions of the Act by the unanimous consent of the incorporator(s) before the first meeting of the Board of Directors or Trustees.

Signed this _____ day of _____, _____

_____ (Signature)	_____ (Signature)
_____ (Type or Print Name)	_____ (Type or Print Name)
_____ (Signature)	_____ (Signature)
_____ (Type or Print Name)	_____ (Type or Print Name)

5. Profit Corporation Only: Shareholder or Board Approval

The foregoing amendment to the Articles of Incorporation proposed by the board was duly adopted on the 17th day of August, 2022, by the: (check one of the following)

- [x] shareholders at a meeting in accordance with Section 611(3) of the Act.
- [ ] written consent of the shareholders that have at least the minimum number of votes required by statute in accordance with Section 407(1) of the Act. Written notice to shareholders that have not consented in writing has been given. (Note: Written consent by less than all of the shareholders is permitted only if such provision appears in the Articles of Incorporation.)
- [ ] written consent of all the shareholders entitled to vote in accordance with Section 407(2) of the Act.
- [ ] board of a profit corporation pursuant to Section 611(2) of the Act.

Profit Corporations and Professional Service Corporations

Signed this 1st day of September, 2022

By _____
(Signature of an authorized officer or agent)

Amy M. Rocklin
(Type or Print Name)

Exhibit 3.2

AMENDMENT TO THE
BYLAWS
OF
NEOGEN CORPORATION

As previously approved by the Board of Directors and the shareholders of Neogen Corporation, a Michigan corporation (the "Corporation"), the Bylaws of the Corporation, as amended (the "Bylaws"), are hereby amended, effective as of immediately prior to the closing of the transactions contemplated by the Agreement and Plan of Merger, dated as of December 13, 2021, by and among the Corporation, 3M Company, Garden SpinCo Corporation and Nova RMT Sub, Inc., as follows:

1. The first sentence of Article VI, Section 1 of the Bylaws is hereby amended to read as follows:

The number of directors which shall constitute the whole board shall not be less than five nor more than eleven.

2. Article XIII, Section 1 of the Bylaws is hereby amended to read as follows:

Section 1. Amendments – How Effected. These Bylaws may be amended, altered or repealed, in whole or in part, by the Board of Directors or by the affirmative vote of a majority of the outstanding shares of each class of stock entitled to vote.

Date: September 1, 2022

Exhibit 4.2

SUPPLEMENTAL INDENTURE (this "*Supplemental Indenture*"), dated as of September 1, 2022, among each of the signatories hereto as a guarantor (the "*Guaranteeing Entities*"), Neogen Food Safety Corporation, a Delaware corporation, formerly known as Garden SpinCo Corporation (the "*Issuer*") and U.S. Bank Trust Company, National Association, as trustee (the "*Trustee*").

W I T N E S S E T H

WHEREAS, the Issuer has heretofore executed and delivered to the Trustee an indenture (the "*Indenture*"), dated as of July 20, 2022, providing for the issuance of an unlimited aggregate principal amount of 8.625% Senior Notes due 2030 (the "*Notes*") initially guaranteed by 3M Company ("*3M*") pursuant to that certain guarantee agreement delivered by 3M in favor of the Trustee;

WHEREAS, the Indenture provides that under certain circumstances each of the Guaranteeing Entities shall execute and deliver to the Trustee a supplemental indenture pursuant to which the Guaranteeing Entities shall unconditionally Guarantee all of the Issuer's Obligations under the Notes and the Indenture on the terms and conditions set forth herein and under the Indenture; and

WHEREAS, the Issuer has provided to the Trustee such documents as are required to be provided to it under Article 9 of the Indenture, and pursuant to Section 9.01 of the Indenture, the Trustee and the Guaranteeing Entities are authorized to execute and deliver this Supplemental Indenture.

WHEREAS, the Issuer has changed its name from Garden SpinCo Corporation to Neogen Food Safety Corporation, pursuant to the Merger Certificate dated September 1, 2022.

NOW THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt of which is hereby acknowledged, the parties mutually covenant and agree for the equal and ratable benefit of the Holders as follows:

1. Capitalized Terms. Capitalized terms used herein without definition shall have the meanings assigned to them in the Indenture.

2. Guarantor. The Guaranteeing Entities each hereby agree to be a Guarantor under the Indenture and to be bound by the terms of the Indenture applicable to each Guarantor, including Article 10 thereof.

3. Governing Law. THIS SUPPLEMENTAL INDENTURE WILL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK.

4. Waiver of Jury Trial. EACH OF THE ISSUER, THE GUARANTEEING ENTITIES AND THE TRUSTEE HEREBY IRREVOCABLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY AND ALL RIGHT TO TRIAL BY JURY IN ANY LEGAL PROCEEDING ARISING OUT OF OR RELATING TO THIS SUPPLEMENTAL INDENTURE, THE INDENTURE, THE NOTES, THE NOTE GUARANTEES OR THE TRANSACTIONS CONTEMPLATED HEREBY OR THEREBY.

5. Counterparts. The parties may sign any number of copies of this Supplemental Indenture. Each signed copy shall be an original, but all of them together represent the same agreement. Counterparts may be delivered via facsimile, electronic mail (including any electronic signature covered by the U.S. federal ESIGN Act of 2000, Uniform Electronic Transactions Act, the Electronic Signatures and Records Act or other applicable law, e.g., www.docusign.com) or other transmission method and any counterpart so delivered shall be deemed to have been duly and validly delivered and be valid and effective for all purposes. The exchange of copies of this Supplemental Indenture and of signature pages by facsimile, portable document format ("*PDF*), or other electronic transmission shall constitute effective execution and delivery of this Supplemental Indenture as to the parties hereto and may be used in lieu of the original Supplemental Indenture for all purposes. Signatures of the parties hereto transmitted by facsimile or PDF shall be deemed to be their original signatures for all purposes and shall be of the same legal effect, validity or enforceability as a manually executed signature, physical delivery thereof or the use of a paper-based recordkeeping system, as the case may be, and the parties hereto consent to conduct the transactions contemplated hereunder by such means.

6. Headings. The headings of the sections of this Supplemental Indenture have been inserted for convenience of reference only, are not to be considered a part of this Supplemental Indenture and shall in no way modify or restrict any of the terms or provisions hereof.

7. The Trustee. The Trustee shall not be responsible in any manner whatsoever for or in respect of the validity or sufficiency of this Supplemental Indenture, the Note Guarantee of the each of the Guaranteeing Entities or for or in respect of the recitals contained herein, all of which recitals are made solely by the Issuer and each Guaranteeing Entity.

[*Remainder of Page Intentionally Left Blank*]

IN WITNESS WHEREOF, the parties hereto have caused this Supplemental Indenture to be duly executed, all as of the date first above written.

ISSUER:

NEOGEN FOOD SAFETY CORPORATION

By: /s/ John E. Adent
Name: John E. Adent
Title: President

GUARANTEEING ENTITIES:

NEOGEN CORPORATION

By: /s/ Steven J. Quinlan
Name: Steven J. Quinlan
Title: Vice President & Chief Financial Officer

ACUMEDIA MANUFACTURERS, INC.
CHEM-TECH, LTD.
GENESEEK, INC.
HACCO, INC.
NEOGEN FOOD SAFETY US HOLDCO CORPORATION
PRESERVE, INC.

By: /s/ Steven J. Quinlan
Name: Steven J. Quinlan
Title: Treasurer

[*Signature Page – Supplemental Indenture*]

GENETIC VETERINARY SCIENCES, LLC
NEOGEN PROPERTIES II, LLC
NEOGEN PROPERTIES III, LLC
NEOGEN PROPERTIES V, LLC
NEOGEN PROPERTIES VI, LLC
NEOGEN PROPERTIES VII, LLC
NEOGEN PROPERTIES IX, LLC
CAP IM SUPPLY, LLC
CAP SUPPLY, LLC

By: **NEOGEN CORPORATION,** its Sole Member

By: /s/ Steven J. Quinlan

Name: Steven J. Quinlan
Title: Vice President & Chief Financial Officer

FALCON NEW OPCO, LLC

By: /s/ John A. Tatum III

Name: John A. Tatum III
Title: Manager

TRUSTEE:

U.S. BANK TRUST COMPANY, NATIONAL ASSOCIATION, as Trustee

By: /s/ Wally Jones

Name: Wally Jones
Title: Vice President

Exhibit 10.1

TAX MATTERS AGREEMENT

by and among

3M COMPANY,

GARDEN SPINCO CORPORATION

and

NEOGEN CORPORATION

dated as of

September 1, 2022

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TAX MATTERS AGREEMENT

This TAX MATTERS AGREEMENT (this "**Agreement**") is entered into as of September 1, 2022, by and among 3M Company, a Delaware corporation ("**Viking**"), Garden SpinCo Corporation, a Delaware corporation and a wholly owned subsidiary of Viking ("**SpinCo**") (Viking and SpinCo are sometimes individually referred to herein as a "**Company**"), and Neogen Corporation, a Michigan corporation ("**Parent**"). Each of Viking, SpinCo, and Parent are herein referred to individually as a "**Party**" and collectively as the "**Parties**."

RECITALS

WHEREAS, Viking is indirectly engaged in the SpinCo Business;

WHEREAS, the Board of Directors of Viking has determined that it would be in the best interests of Viking and its stockholders to separate the SpinCo Business from the Viking Business;

WHEREAS, Viking, SpinCo and Parent have entered into a Separation and Distribution Agreement, dated as of December 13, 2021 (as amended from time to time, the "**Separation and Distribution Agreement**"), providing for the separation of the Viking Business from the SpinCo Business (the "**Separation**");

WHEREAS, Viking and its Subsidiaries have engaged in certain restructuring transactions to facilitate the Separation as set forth in the Separation Step Plan;

WHEREAS, pursuant to the Separation Step Plan and the terms of the Separation and Distribution Agreement, among other things, (a) Viking will contribute all of the SpinCo Assets held by it to SpinCo (the "**SpinCo Contribution**") in exchange for (i) the assumption by SpinCo of the SpinCo Liabilities, (ii) the issuance by SpinCo to Viking of SpinCo Capital Stock, (iii) the SpinCo Payment and (iv) the issuance of the SpinCo Exchange Debt; (b) Viking will distribute to its stockholders all of the SpinCo Capital Stock held by it (i) by means of a *pro rata* distribution or (ii) by way of an offer to exchange shares of SpinCo Capital Stock for outstanding shares of Viking Common Stock (followed by the Clean-Up Spin-Off, if applicable) as set forth in the Separation and Distribution Agreement (the "**External Distribution**") and (c) Viking distributed all of the SpinCo Exchange Debt in the Debt Exchange;

WHEREAS, pursuant to the Agreement and Plan of Merger, dated as of December 13, 2021 (as amended from time to time, the "**Merger Agreement**"), by and among Viking, SpinCo, Parent, and Nova RMT Sub, Inc., a Delaware corporation and wholly owned subsidiary of Parent ("**Merger Sub**"), following the External Distribution, at the Effective Time, Merger Sub will merge with and into SpinCo (the "**Merger**"), with SpinCo surviving as a wholly owned subsidiary of Parent;

WHEREAS, the Parties intend that, for Federal Income Tax purposes, (a) the SpinCo Contribution and the External Distribution, taken together, will qualify as a "reorganization" within the meaning of Sections 368(a)(1)(D) and 355(a) of the Code and (b) the Merger will qualify as a "reorganization" within the meaning of Section 368(a) of the Code;

WHEREAS, prior to consummation of the External Distribution, Viking was the common parent of an affiliated group of corporations, including SpinCo, within the meaning of Section 1504 of the Code;

WHEREAS, as a result of the External Distribution, SpinCo and its Subsidiaries will cease to be members of the affiliated group of corporations within the meaning of Section 1504 of the Code of which Viking is the common parent; and

WHEREAS, the Parties desire to (a) provide for and agree upon the allocation between the Parties of liabilities for certain Taxes and entitlement to refunds thereof, allocate responsibility for, and cooperation in, the filing of Tax Returns, and to provide for and agree upon other matters relating to Taxes and (b) set forth certain covenants and indemnities relating to the preservation of the Tax-Free Status;

NOW THEREFORE, in consideration of the mutual agreements contained herein, the Parties hereby agree as follows:

Article 1. Definition of Terms. For purposes of this Agreement (including the recitals hereof), the following terms have the following meanings:

"**Accounting Firm**" has the meaning set forth in Section 13.02.

"**Action**" has the meaning set forth in the Separation and Distribution Agreement.

"**Adjustment Request**" means any formal or informal claim or request filed with any Tax Authority, or with any administrative agency or court, for the adjustment, refund, or credit of Taxes, including (a) any amended Tax Return claiming adjustment to the Taxes as reported on a Tax Return or, if applicable, as previously adjusted, (b) any claim for equitable recoupment or other offset, and (c) any claim for a Tax Benefit with respect to Taxes previously paid.

"**Affiliate**" has the meaning set forth in the Merger Agreement.

"**Agreement**" has the meaning set forth in the first sentence of this Agreement.

"**Applicable SpinCo CFC**" means any SpinCo CFC with respect to which there would be an "extraordinary reduction amount" within the meaning of Treasury Regulations Section 1.245A-5(e) or a "tiered extraordinary reduction amount" within the meaning of Treasury Regulations Section 1.245A-5(f)(2) absent the election under Treasury Regulations Section 1.245A-5(e)(3)(i) (or any successor guidance).

"**Benefited Party**" has the meaning set forth in Section 5.01(b).

"**Business Day**" has the meaning set forth in the Merger Agreement.

"**Chosen Courts**" has the meaning set forth in Section 16.03.

"**Clean-Up Spin-Off**" has the meaning set forth in the Separation and Distribution Agreement.

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

"**Company**" has the meaning set forth in the first sentence of this Agreement.

"**Company Distribution Tax Representations**" has the meaning set forth in the Merger Agreement.

"**Contract**" has the meaning set forth in the Merger Agreement.

"**Contribution**" has the meaning set forth in Schedule A.

"**Controlled Active Trades or Businesses**" means, with respect to a Distribution, the active conduct (as defined in Section 355(b)(2) of the Code and the Treasury Regulations thereunder) by the relevant Controlled Company and the relevant Controlled SAG of the trade(s) or business(es) relied upon to satisfy Section 355(b) of the Code with respect to such Distribution (as described in the Tax Materials), as conducted immediately prior to such Distribution.

"**Controlled Company**" means any member of the SpinCo Group the stock of which is distributed or that distributes stock of another company in a Distribution (including, for the avoidance of doubt, SpinCo).

"**Controlled SAG**" means, with respect to a Controlled Company, the separate affiliated group of such Controlled Company, within the meaning of Section 355(b)(3)(B) of the Code.

"**Controlling Party**" has the meaning set forth in Section 9.02(c).

"**Debt Exchange**" has the meaning set forth in the Merger Agreement.

"**Dispute**" has the meaning set forth in Section 13.01.

"**Distribution**" has the meaning set forth in Schedule A.

"**Distribution Date**" has the meaning set forth in the Separation and Distribution Agreement.

"**Distribution Straddle Period**" means any Tax Period that begins before and ends after the Distribution Date.

"**Distribution Tax Opinions**" has the meaning set forth in the Merger Agreement.

"**Distribution Time**" has the meaning set forth in the Separation and Distribution Agreement.

"**Effective Time**" has the meaning set forth in the Merger Agreement.

"**Extraordinary Reduction Date**" has the meaning set forth in Section 3.08(a).

"**Federal Income Tax**" means any Tax imposed by Subtitle A of the Code and any interest, penalties, additions to Tax, or additional amounts in respect of the foregoing.

"**Federal Other Tax**" means any Tax imposed by the federal government of the United States other than any Federal Income Tax and any interest, penalties, additions to Tax, or additional amounts in respect of the foregoing.

"**Federal Tax**" means any Federal Income Tax or Federal Other Tax.

"**Fifty-Percent or Greater Interest**" has the meaning ascribed to such term for purposes of Sections 355(d) and (e) of the Code and the Treasury Regulations thereunder.

"**Final Determination**" means the final resolution of liability for any Tax, which resolution may be for a specific issue or adjustment or for a taxable period, (a) by IRS Form 870 or 870-AD (or any successor forms thereto), on the date of acceptance by or on behalf of the taxpayer, or by a comparable form under the Laws of a state, local, or foreign taxing jurisdiction, except that a Form 870 or 870-AD or comparable form shall not constitute a Final Determination to the extent that it reserves (whether by its terms or by operation of Law) the right of the taxpayer to file a claim for a Tax Benefit or the right of the Tax Authority to assert a further deficiency in respect of such issue or adjustment or for such taxable period (as the case may be); (b) by a decision, judgment, decree, or other order by a court of competent jurisdiction, which has become final and unappealable; (c) by a closing agreement or accepted offer in compromise under Section 7121 or 7122 of the Code, or a comparable agreement under the Laws of a state, local, or foreign taxing jurisdiction; (d) by any allowance of a refund or credit in respect of an overpayment of Tax, but only after the expiration of all taxable periods during which such refund may be recovered (including by way of offset) by the jurisdiction imposing such Tax; or (e) by any other final disposition, including by reason of the expiration of the applicable statute of limitations or by mutual agreement of the parties.

"**Financing**" has the meaning set forth in the Merger Agreement.

"**Force Majeure**" has the meaning set forth in the Separation and Distribution Agreement.

"**Foreign Income Tax**" shall mean any Tax imposed by any foreign country or any possession of the United States, or by any political subdivision of any foreign country or United States possession, which is an income Tax as defined in Treasury Regulations Section 1.901-2, and any interest, penalties, additions to Tax, or additional amounts in respect of the foregoing.

"**Foreign Other Tax**" shall mean any Tax imposed by any foreign country or any possession of the United States, or by any political subdivision of any foreign country or United States possession, other than any Foreign Income Taxes, and any interest, penalties, additions to tax or additional amounts in respect of the foregoing.

"**Foreign Tax**" shall mean any Foreign Income Taxes or Foreign Other Taxes.

"**Garden Switzerland**" shall mean the new Swiss entity formed by 3M EMEA GmbH pursuant to International Separation Steps – Switzerland Step 1 of the Separation Step Plan.

"**Governmental Authority**" has the meaning set forth in the Merger Agreement.

"**Group**" means the Parent Group, the SpinCo Group or the Viking Group, as the context requires.

"**Income Tax**" means any Tax that is a Federal Income Tax, a State Income Tax or a Foreign Income Tax.

"**Indemnitee**" has the meaning set forth in Section 12.02.

"**Indemnitor**" has the meaning set forth in Section 12.02.

"**Internal SpinCo**" shall mean the new Delaware corporation formed by 3M InterAmerica Inc. pursuant to Domestic Spin-off Step 1 of the Separation Step Plan.

"**IRS**" means the United States Internal Revenue Service.

"**IRS Ruling**" means the private letter ruling from the IRS regarding certain Federal Income Tax matters relating to the transactions contemplated by the Separation and Distribution Agreement.

"**IRS Ruling Request**" means the requests for the IRS Ruling.

"**Joint Return**" means any Tax Return that actually includes, by election or otherwise, or is required to include under applicable Law, one or more members of the Viking Group and one or more members of the SpinCo Group and any consolidated, combined or unitary Tax Return of Viking for any Pre-Distribution Period (including any Viking Federal Consolidated Income Tax Return).

"**Law**" has the meaning set forth in the Merger Agreement.

"**Merger**" has the meaning set forth in the Recitals.

"**Merger Agreement**" has the meaning set forth in the Recitals.

"**Merger Sub**" has the meaning set forth in the Recitals.

"**Merger Tax Opinions**" has the meaning set forth in the Merger Agreement.

"**Non-Controlling Party**" has the meaning set forth in Section 9.02(c).

"**Notified Action**" has the meaning set forth in Section 6.03(a).

"**Other Taxes**" means any Tax imposed by any Tax Authority other than any Income Tax.

"**Other Tax Return**" means any Tax Return in respect of Other Taxes.

"**Parent**" has the meaning set forth in the first sentence of this Agreement.

"**Parent Capital Stock**" means all classes or series of capital stock of Parent (or any entity treated as a successor to Parent), including (a) the Parent Common Stock, (b) all options, warrants, and other rights to acquire such capital stock and (c) all instruments treated as stock in Parent (or any entity treated as a successor to Parent) for Federal Income Tax purposes.

"**Parent Common Stock**" has the meaning set forth in the Merger Agreement.

"**Parent Distribution Tax Representations**" has the meaning set forth in the Merger Agreement.

"**Parent Group**" means Parent and its Subsidiaries other than the SpinCo Group.

"**Parent Merger Tax Representations**" has the meaning set forth in the Merger Agreement.

"**Parent Tax Contest**" has the meaning set forth in Section 9.02(b).

"**Parties**" and "**Party**" has the meaning set forth in the second sentence of this Agreement.

"**Payment Date**" means (a) with respect to any Viking Federal Consolidated Income Tax Return, (i) the due date for any required installment of estimated Taxes determined under Section 6655 of the Code, (ii) the due date (determined without regard to extensions) for filing such Tax Return determined under Section 6072 of the Code, or (iii) the date such Tax Return is filed, as the case may be, and (b) with respect to any other Tax Return, the corresponding dates determined under the applicable Tax Law; in each case, taking into account any automatic or validly elected extensions, deferrals, or postponements of the due date for payment of any such estimated Taxes or any Tax shown on such Tax Return, as applicable.

"**Person**" has the meaning set forth in the Merger Agreement.

"**Post-Distribution Period**" means any Tax Period beginning after the Distribution Date and, in the case of any Distribution Straddle Period, the portion of such Distribution Straddle Period beginning after the Distribution Date.

"**Post-Distribution Ruling**" has the meaning set forth in Section 6.02.

"**Pre-Distribution Period**" means any Tax Period ending on or before the Distribution Date, and, in the case of any Distribution Straddle Period, the portion of such Distribution Straddle Period ending on the Distribution Date.

"**Privilege**" means any privilege that may be asserted under applicable law, including, any privilege arising under or relating to the attorney-client relationship (including the attorney-client and work product privileges), the accountant-client privilege, and any privilege relating to internal evaluation processes.

"**Proposed Acquisition Transaction**" means a transaction or series of transactions (or any agreement, understanding, or arrangement, within the meaning of Section 355(e) of the Code and Treasury Regulations Section 1.355-7, or any other Treasury Regulations promulgated thereunder, to enter into a transaction or series of transactions), whether such transaction is supported by SpinCo or Parent management or shareholders, is a hostile acquisition, or otherwise, as a result of which SpinCo would merge or consolidate with any other Person or as a result of which any Person or Persons would (directly or indirectly) acquire, or have the right to acquire, from SpinCo and/or one or more holders of outstanding shares of SpinCo Capital Stock, a number of shares of SpinCo Capital Stock or Parent Capital Stock that would, when combined with any other changes in ownership of SpinCo Capital Stock or Parent Capital Stock pertinent for purposes of Section 355(e) of the Code (including the Merger), comprise 50% or more of (a) the value of all outstanding shares of stock of SpinCo or Parent, as applicable, as of the date of such transaction, or in the case of a series of transactions, as of the date of the last transaction of such series, or (b) the total combined voting power of all outstanding shares of voting stock of SpinCo or Parent, as applicable, as of the date of such transaction, or in the case of a series of transactions, the date of the last transaction of such series. Notwithstanding the foregoing, a Proposed Acquisition Transaction shall not include (i) the adoption by SpinCo or Parent of a shareholder rights plan, (ii) issuances by SpinCo or Parent that satisfy Safe Harbor VIII (relating to acquisitions in connection with a person's performance of services) or Safe Harbor IX (relating to acquisitions by a retirement plan of an employer), in each case, of Treasury Regulations Section 1.355-7(d) or (iii) acquisitions of Parent or SpinCo stock that satisfy Safe Harbor VII (related to public trading) of Treasury Regulations Section 1.355-7(d). For purposes of determining whether a transaction constitutes an indirect acquisition, any recapitalization resulting in a shift of voting power or any redemption of shares of stock shall be treated as an indirect acquisition of shares of stock by the non-exchanging shareholders. For purposes of this definition, each reference to SpinCo shall include a reference to any entity treated as a successor thereto. This definition and the application thereof are intended to monitor compliance with Section 355(e) of the Code and shall be interpreted accordingly. Any clarification of, or change in, the statute, Treasury Regulations promulgated under Section 355(e) of the Code, or official IRS guidance with respect thereto shall be incorporated in this definition and its interpretation.

"**Refund**" means any Tax Benefit, but only to the extent that such Tax Benefit is actually realized in cash or as a reduction to Taxes otherwise payable by the relevant party, together with any interest paid on or with respect to such Tax Benefit; provided, however, that the amount of any Tax Benefit shall be reduced by the net amount of any Taxes imposed by any Tax Authority on, related to, or attributable to the receipt or accrual of the Tax Benefit, including any Taxes imposed by way of withholding or offset.

"**Reorganization**" has the meaning set forth in the Separation and Distribution Agreement.

"**Responsible Party**" means, with respect to any Tax Return, the Party having responsibility for preparing and filing such Tax Return under this Agreement.

"**Retention Date**" has the meaning set forth in Section 8.01.

"**Section 336(e) Election**" has the meaning set forth in Section 6.04(d).

"**Separate Conveyancing Instruments**" has the meaning set forth in the Separation and Distribution Agreement.

"**Separation**" has the meaning set forth in the Recitals.

"**Separation and Distribution Agreement**" has the meaning set forth in the Recitals.

"**Separation Step Plan**" has the meaning set forth in the Separation and Distribution Agreement.

"**Separation Taxes**" shall mean those Taxes (other than Transaction Transfer Taxes and Separation Tax Losses described in Section 6.04(a) or Section 6.04(b)) triggered by, or arising or otherwise incurred as a result of, the Transactions (including any such Taxes resulting from (a) the provision of any guarantees or collateral in connection with the consummation of the Transactions under the Financing (or any other financing permitted under Section 7.6 of the Merger Agreement) or any other transactions or actions required to be taken pursuant to such financing in connection with consummation of the Tax-Free Transactions (other than the Merger) or (b) any payment required pursuant to the terms of any Contract with respect to such financing, and imposed on, or payable by, any member of the Viking Group or the SpinCo Group).

"**Separation Tax Losses**" means (a) all Taxes imposed pursuant to (or any reduction to a Refund resulting from) any settlement, Final Determination, judgment, or otherwise; (b) all third-party accounting, legal, and other professional fees and court costs incurred in connection with such Taxes, as well as any other out-of-pocket costs incurred in connection with such Taxes; and (c) all third-party costs, expenses, and damages associated with any stockholder litigation or other controversy and any amount paid by Viking, SpinCo or any of their respective Affiliates in respect of any liability of or to shareholders, whether paid to shareholders or to the IRS or any other Tax Authority, in each case, resulting from the failure of any of the Tax-Free Transactions (other than the Merger) to have Tax-Free Status; provided that, for the avoidance of doubt, any losses pursuant to clause (c) shall include any amounts arising from the failure of any of the Tax-Free Transactions (other than the Merger) to have Tax-Free Status if such failure occurs as a result of the failure of the Merger to have Tax-Free Status; provided, further, that amounts shall be treated as having been required to be paid for purposes of clause (c) of this definition to the extent that they are paid in a good-faith compromise or settlement of an asserted claim in accordance with this Agreement.

"**Specified Tax Materials**" means (a) the Tax Rulings, (b) each submission to the applicable Tax Authorities in connection with the Tax Rulings, including the IRS Ruling Request, (c) the Company Distribution Tax Representations, (d) the Parent Distribution Tax Representations, (e) the SpinCo Merger Tax Representations and (f) the Parent Merger Tax Representations.

"**SpinCo**" has the meaning set forth in the first sentence of this Agreement.

"**SpinCo Assets**" has the meaning set forth in the Separation and Distribution Agreement.

"**SpinCo Business**" has the meaning set forth in the Separation and Distribution Agreement.

"**SpinCo Capital Stock**" means all classes or series of capital stock of SpinCo (or any entity treated as a successor to SpinCo), including (i) the SpinCo Common Stock, (ii) all options, warrants, and other rights to acquire such capital stock, and (iii) all instruments treated as stock in SpinCo (or any entity treated as a successor to SpinCo) for Federal Income Tax purposes.

"**SpinCo Carryback**" means any net operating loss, net capital loss, excess tax credit, or other similar Tax Item of any member of the SpinCo Group which may or must be carried from one Tax Period to another prior Tax Period under the Code or other applicable Tax Law.

"**SpinCo CFC**" means any member of the SpinCo Group that is a "controlled foreign corporation" within the meaning of Section 957(a) of the Code immediately prior to the Merger.

"**SpinCo Common Stock**" has the meaning set forth in the Merger Agreement.

"**SpinCo Contribution**" has the meaning set forth in the Recitals.

"**SpinCo Exchange Debt**" has the meaning set forth in the Merger Agreement.

"**SpinCo Group**" has the meaning set forth in the Separation and Distribution Agreement.

"**SpinCo Liabilities**" has the meaning set forth in the Separation and Distribution Agreement.

"**SpinCo Merger Tax Representations**" has the meaning set forth in the Merger Agreement.

"**SpinCo Payment**" has the meaning set forth in the Separation and Distribution Agreement.

"**SpinCo Separate Return**" means any Tax Return of or including any member of the SpinCo Group (including any consolidated, combined or unitary Tax Return) that does not include any member of the Viking Group.

"**State Income Tax**" means any Tax imposed by any state of the United States or by any political subdivision of any such state or the District of Columbia that is imposed on or measured by income, including state or local franchise or similar Taxes measured by income, as well as any state or local franchise, capital, or similar Taxes imposed in lieu of or in addition to a tax imposed on or measured by income and any interest, penalties, additions to tax, or additional amounts in respect of the foregoing.

"**State Other Tax**" means any Tax imposed by any state of the United States or by any political subdivision of any such state or the District of Columbia, other than any State Income Tax, and any interest, penalties, additions to tax, or additional amounts in respect of the foregoing.

"**State Tax**" means any State Income Tax or State Other Tax.

"**Subsidiary**" has the meaning set forth in the Merger Agreement.

"**Tax**" or "**Taxes**" means (a) all taxes, charges, fees, duties, levies, imposts, rates, or other assessments or governmental charges of any kind imposed by any U.S. federal, state, local, or foreign Tax Authority, including income, gross receipts, employment, excise, severance, stamp, occupation, premium, windfall profits, environmental, custom duties, property, escheat, sales, use, license, capital stock, transfer, franchise, registration, payroll, withholding, social security (or similar), unemployment, disability, value added, alternative or add-on minimum, or other taxes, whether disputed or not, (b) any interest, penalties, or additions attributable thereto and (c) all liabilities in respect of any items described in clause (a) or (b) payable by reason of assumption, transferee, or successor liability, operation of Law or Treasury Regulations Section 1.1502-6(a) (or any predecessor or successor thereof or any analogous or similar provision under Law). For the avoidance of doubt, Tax includes any increase in Tax as a result of a Final Determination.

"**Tax Advisor**" means tax counsel or accountant of recognized national standing in the United States.

"**Tax Attribute**" means a net operating loss, net capital loss, unused investment credit, unused foreign tax credit, overall foreign loss, excess charitable contribution, general business credit, research and development credit, earnings and profits, basis, or any other Tax Item that could reduce a Tax or create a Tax Benefit.

"**Tax Authority**" means any Governmental Authority imposing any Tax, charged with the collection of Taxes, or otherwise having jurisdiction with respect to any Tax.

"**Tax Benefit**" means any loss, deduction, refund, reimbursement, offset, credit, or other reduction in liability for Taxes.

"**Tax Contest**" means an audit, review, examination, assessment, or any other administrative or judicial proceeding with respect to Taxes (including any administrative or judicial review of any claim for any Tax Benefit with respect to Taxes previously paid).

"**Tax-Free Status**" means the qualification of (a) each Contribution and each immediately succeeding Distribution, taken together, as a "reorganization" described in Sections 355(a) and 368(a)(1)(D) of the Code, (b) each Distribution as a transaction in which (i) the cash or other property received is property with respect to which no gain is recognized pursuant to Section 361(a) or (b) of the Code and (ii) the property distributed is "qualified property" with respect to which no gain is recognized pursuant to Sections 355(c) and 361(c) of the Code (and neither Section 355(d) nor Section 355(e) applies to treat such property as other than "qualified property" for such purposes), (c) each Contribution and each Distribution as a transaction in which the members of each of the Viking Group and the SpinCo Group and the shareholders of Viking recognize no income or gain pursuant to Section 355(a), 361 and/or 1032 of the Code, other than, in the case of Viking or any Subsidiary of Viking, any Transaction Transfer Taxes or any income or gain recognized as a result of (i) intercompany items or excess loss accounts being taken into account pursuant to Treasury Regulations promulgated pursuant to Section 1502 of the Code or (ii) any disposition of SpinCo Exchange Debt outside of the Debt Exchange, (d) the Merger as a "reorganization" within the meaning of Section 368(a) of the Code and as a transaction in which the shareholders of SpinCo recognize no income or gain pursuant to Section 354(a) of the Code (except to the extent of any cash received in lieu of fractional shares of Parent stock) and (e) (i) the Swiss demerger transaction, as set forth on International Separation Steps – Switzerland Steps 1 through 4 of the Separation Step Plan, as a Tax neutral demerger for Swiss Tax purposes and a transaction that does not give rise to any taxable gain or loss for Federal Income Tax purposes, (ii) the UK spin-off transaction, as set forth on International Separation Steps – United Kingdom Steps 1 through 4 of the Separation Step Plan, as a transaction to which the "substantial shareholding exemption" applies to exempt the spin-off from chargeable gains or losses and degrouping charges for UK corporation tax purposes, and that does not give rise to any taxable gain or loss for Federal Income Tax purposes, and (iii) the Brazilian spin-off, as set forth on International Separation Steps – Brazil Steps 1 and 2 of the Separation Step Plan, as a transaction that does not give rise to any taxable gain for Brazilian Tax purposes and is disregarded for Federal Income Tax purposes.

"**Tax-Free Transactions**" means the Merger, Reorganization, Contributions, and Distributions.

"**Tax Item**" means, with respect to any Income Tax, any item of income, gain, loss, deduction, credit, recapture of credit, or any other item which increases or decreases Taxes paid or payable.

"**Tax Law**" means the Law of any Governmental Authority relating to any Tax.

"**Tax Materials**" means (a) the Tax Rulings, (b) the Distribution Tax Opinions, (c) each submission to the applicable Tax Authorities in connection with the Tax Rulings, including the IRS Ruling Request, (d) the Company Distribution Tax Representations, (e) the Parent Distribution Tax Representations, (f) the SpinCo Merger Tax Representations and (g) the Parent Merger Tax Representations.

"**Tax Opinions**" means the Distribution Tax Opinions and the Merger Tax Opinions.

"**Tax Period**" means, with respect to any Tax, the period for which the Tax is reported as provided under the Code or other applicable Tax Law.

"**Tax Records**" means any (a) Tax Returns, (b) Tax Return work papers, (c) documentation relating to Tax Contests and (d) other books of account or records (whether or not in written, electronic, or other tangible or intangible forms and whether or not stored on electronic or any other medium) maintained or required to be maintained under the Code or other applicable Tax Laws or under any record retention agreement with any Tax Authority, in each case filed or required to be filed with respect to or otherwise relating to Taxes.

"**Tax Return**" means any report of Taxes due, any claim for a Tax Benefit, any information return or estimated Tax return with respect to Taxes, or any other similar report, statement, declaration, or document filed or required to be filed under the Code or other Tax Law with respect to Taxes, including any attachments, exhibits, or other materials submitted with any of the foregoing, and including any amendments or supplements to any of the foregoing.

"**Tax Rulings**" means the IRS Ruling and the rulings set forth in Schedule 3.2(f) of the Separation and Distribution Agreement.

"**Transaction Documents**" has the meaning set forth in the Merger Agreement.

"**Transactions**" means the Reorganization, the Contributions, the Distributions, and the other transactions contemplated by the Merger Agreement, the Separation Step Plan, and the Transaction Documents.

"**Transaction Transfer Taxes**" means all sales, use, transfer, real property transfer, intangible, recordation, registration, documentary, stamp, value-added, goods and services, or similar Taxes imposed with respect to the Reorganization, the Contributions or the Distributions.

"**Treasury Regulations**" means the regulations promulgated from time to time under the Code as in effect for the relevant Tax Period.

"**Unqualified Tax Opinion**" means an unqualified "will" opinion of a Tax Advisor, which Tax Advisor is reasonably acceptable to Viking, and on which Viking may rely to the effect that a transaction will not adversely affect the Tax-Free Status. Any such opinion must assume that the Distributions and the Merger would have qualified for Tax-Free Status if the transaction in question did not occur.

"**Viking**" has the meaning set forth in the first sentence of this Agreement.

"**Viking Affiliated Group**" means the affiliated group (as that term is defined in Section 1504 of the Code and the Treasury Regulations thereunder) of which Viking is the common parent.

"**Viking Business**" has the meaning set forth for the term Company Business in the Separation and Distribution Agreement.

"**Viking Common Stock**" has the meaning set forth for the term Company Common Stock in the Merger Agreement.

"**Viking Federal Consolidated Income Tax Return**" means any Federal Income Tax Return for the Viking Affiliated Group.

"**Viking Group**" has the meaning set forth for the term Company Group in the Separation and Distribution Agreement.

"**Viking Separate Return**" means any Tax Return of or including any member of the Viking Group (including any consolidated, combined, or unitary Tax Return) that does not include any member of the SpinCo Group.

"**Viking Tax Contest**" has the meaning set forth in Section 9.02(a).

Article 2. Responsibility for Tax Liabilities. It is the intent of the Parties that, except as otherwise provided herein, Viking shall be responsible for Taxes imposed on, with respect to or attributable to the SpinCo Business for any Pre-Distribution Period, and that Parent and SpinCo shall be responsible for Taxes imposed on, with respect to or attributable to the SpinCo Business for any Post-Distribution Period. In accordance with such intent:

Section 2.01 *General Rule*.

(a) *Viking Liability*. Viking shall be liable for, and shall indemnify, defend, and hold harmless the SpinCo Group and the Parent Group from and against any liability for Taxes (whether payable to a Tax Authority or to another Person pursuant to a contractual indemnity obligation, including any and all Taxes imposed on SpinCo or any member of the SpinCo Group under Treasury Regulations Section 1.1502-6 (or any similar provision of state, local or foreign Tax Law), as a transferee or successor or by contract or operation of Law or otherwise) for which Viking is responsible under this Article 2.

(b) *Parent and SpinCo Liability*. Parent and SpinCo shall be liable for, and shall indemnify, defend, and hold harmless the Viking Group from and against any liability for Taxes (whether payable to a Tax Authority or to another Person pursuant to a contractual indemnity obligation) for which Parent or SpinCo is responsible under this Article 2.

Section 2.02 *Allocation of Federal Taxes*. Except as otherwise provided in Section 2.05, Section 2.07 or Section 2.08, Federal Taxes shall be allocated as follows:

(a) *Federal Income Taxes*.

(i) Viking shall be responsible for any and all Federal Income Taxes required to be reported on (A) any Joint Return, (B) any Viking Separate Return, or (C) any SpinCo Separate Return with respect the Pre-Distribution Period.

(ii) SpinCo shall be responsible for any and all Federal Income Taxes required to be reported on any SpinCo Separate Return with respect to the Post-Distribution Period.

(b) *Federal Other Taxes Relating to Joint Returns*. Viking shall be responsible for any and all Federal Other Taxes required to be reported on any Joint Return.

(c) *Federal Other Taxes Relating to Separate Returns*.

(i) Viking shall be responsible for any and all Federal Other Taxes required to be reported on (A) any Viking Separate Return or (B) any SpinCo Separate Return with respect to the Pre-Distribution Period.

(ii) SpinCo shall be responsible for any and all Federal Other Taxes required to be reported on any SpinCo Separate Return with respect to the Post-Distribution Period.

Section 2.03 *Allocation of State Taxes*. Except as otherwise provided in Section 2.05, Section 2.07 or Section 2.08, State Taxes shall be allocated as follows:

(a) *State Income Taxes Relating to Joint Returns*. Viking shall be responsible for any and all State Income Taxes required to be reported on any Joint Return.

(b) *State Income Taxes Relating to Separate Returns.*

(i) Viking shall be responsible for any and all State Income Taxes required to be reported on (A) any Viking Separate Return or (B) any SpinCo Separate Return with respect to the Pre-Distribution Period.

(ii) SpinCo shall be responsible for any and all State Income Taxes required to be reported on any SpinCo Separate Return with respect to the Post-Distribution Period.

(c) *State Other Taxes Relating to Joint Returns*. Viking shall be responsible for any and all State Other Taxes required to be reported on any Joint Return.

(d) *State Other Taxes Relating to Separate Returns.*

(i) Viking shall be responsible for any and all State Other Taxes required to be reported on (A) any Viking Separate Return or (B) any SpinCo Separate Return with respect to the Pre-Distribution Period.

(ii) SpinCo shall be responsible for any and all State Other Taxes required to be reported on any SpinCo Separate Return with respect to the Post-Distribution Period.

Section 2.04 *Allocation of Foreign Taxes*. Except as otherwise provided in Section 2.05, Section 2.07 or Section 2.08, Foreign Taxes shall be allocated as follows:

(a) *Foreign Income Taxes Relating to Joint Returns*. Viking shall be responsible for any and all Foreign Income Taxes required to be reported on any Joint Return.

(b) *Foreign Income Taxes Relating to Separate Returns.*

(i) Viking shall be responsible for any and all Foreign Income Taxes required to be reported on (A) any Viking Separate Return or (B) any SpinCo Separate Return with respect to the Pre-Distribution Period.

(ii) SpinCo shall be responsible for any and all Foreign Income Taxes required to be reported on any SpinCo Separate Return with respect to the Post-Distribution Period.

(c) *Foreign Other Taxes Relating to Joint Returns.* Viking shall be responsible for any and all Foreign Other Taxes required to be reported on any Joint Return.

(d) *Foreign Other Taxes Relating to Separate Returns.*

(i) Viking shall be responsible for any and all Foreign Other Taxes required to be reported on (A) any Viking Separate Return or (B) any SpinCo Separate Return with respect to the Pre-Distribution Period.

(ii) SpinCo shall be responsible for any and all Foreign Other Taxes required to be reported on any SpinCo Separate Return with respect to the Post-Distribution Period.

Section 2.05 *Transaction Transfer Taxes*. Parent and SpinCo shall be liable for, and shall indemnify, defend, and hold harmless the Viking Group from and against, any liability for any Transaction Transfer Taxes; provided that the Parties shall cooperate to minimize any Transaction Transfer Taxes and to obtain any credit, Refund, or rebate of Transaction Transfer Taxes, or to apply for an exemption or zero-rating for goods or services giving rise to any Transaction Transfer Taxes, including by filing any exemption or other similar forms or providing valid tax identification numbers or other relevant registration numbers, certificates, or other documents or by obtaining any rulings from the applicable Tax Authorities. Viking, SpinCo and Parent shall cooperate regarding any requests for information, audits or similar requests by any Tax Authority concerning Transaction Transfer Taxes payable with respect to the transfers occurring pursuant to the Transactions.

Section 2.06 *Allocation Conventions*. For purposes of Section 2.02, Section 2.03 and Section 2.04, Taxes shall be allocated in accordance with Section 3.01(c), Section 3.04 and Section 3.06 and shall be treated for purposes of determining any liabilities hereunder as required to be reported on the Tax Returns to which such Taxes are allocated in accordance with such sections.

Section 2.07 *Additional Parent and SpinCo Liability*. Parent and SpinCo shall be liable for, and shall indemnify, defend, and hold harmless the Viking Group from and against, any liability for, without duplication:

(a) any Tax resulting from a breach by Parent or, after the Effective Time, SpinCo, of any covenant in this Agreement, the Merger Agreement, or any other Transaction Document, in each case, that causes the Tax-Free Status of any of the Tax-Free Transactions (other than the Merger) to be lost; provided that, for the avoidance of doubt, this Section 2.07(a) shall include any such Tax arising from the failure of any of the Tax-Free Transactions (other than the Merger) to have Tax-Free Status if such failure occurs as a result of the failure of the Merger to have Tax-Free Status;

(b) any Tax resulting from any breach by Parent or SpinCo of any representations, or portions thereof, made by it in this Agreement, the Merger Agreement, or any other Transaction Document or in connection with any Specified Tax Materials, in each case, that causes the Tax-Free Status of any of the Tax-Free Transactions (other than the Merger) to be lost, and in the case of SpinCo, that is a result of an action or a failure to act by a member of the SpinCo Group following the Effective Time; provided that, for the avoidance of doubt, this Section 2.07(b) shall include any such Tax arising from the failure of any of the Tax-Free Transactions (other than the Merger) to have Tax-Free Status if such failure occurs as a result of the failure of the Merger to have Tax-Free Status;

(c) any Separation Tax Losses for which Parent or SpinCo is responsible pursuant to Section 6.04(a);

(d) any Tax for which Parent or SpinCo is responsible pursuant to Section 3.08(b); and

(e) any costs and expenses (including reasonable legal and accounting fees and expenses) incurred in connection with any amounts for which Parent or SpinCo is required to indemnify any Person pursuant to Section 2.01, the above provisions of this Section 2.07, Section 6.04 or otherwise pursuant to this Agreement.

Section 2.08 *Additional Viking Liability*. Viking shall be liable for, and shall indemnify, defend, and hold harmless the SpinCo Group from and against, any liability for, without duplication:

(a) any Tax resulting from a breach by Viking of any covenant in this Agreement, the Merger Agreement, the Separation and Distribution Agreement, or any other Transaction Document, in each case, that causes the Tax-Free Status of any of the Tax-Free Transactions (other than the Merger) to be lost; provided that, for the avoidance of doubt, this Section 2.08(a) shall include any such Tax arising from the failure of any of the Tax-Free Transactions (other than the Merger) to have Tax-Free Status if such failure occurs as a result of the failure of the Merger to have Tax-Free Status;

(b) any Tax resulting from any breach of or inaccuracy in any representations made by Viking in this Agreement, the Merger Agreement, or any other Transaction Document or in connection with any Tax Materials, in each case, that causes the Tax-Free Status of any of the Tax-Free Transactions (other than the Merger) to be lost; provided that, for the avoidance of doubt, this Section 2.08(b) shall include any such Tax arising from the failure of any of the Tax-Free Transactions (other than the Merger) to have Tax-Free Status if such failure occurs as a result of the failure of the Merger to have Tax-Free Status;

(c) any Separation Tax Losses for which Viking is responsible pursuant to Section 6.04(b);

(d) any Separation Taxes for which Viking is responsible pursuant to Section 6.04(c);

(e) any Tax for which Viking is responsible pursuant to Section 3.08(b); and

(f) any costs and expenses (including reasonable legal and accounting fees and expenses) incurred in connection with any amounts for which Viking is required to indemnify any Person pursuant to Section 2.01, the above provisions of this Section 2.08, Section 6.04 or otherwise pursuant to this Agreement.

Article 3. Preparation and Filing of Tax Returns.

Section 3.01 *Viking Responsibility*.

(a) Viking shall prepare and timely file, or cause to be prepared and timely filed (in each case, taking into account extensions), (x) all Joint Returns and Viking Separate Returns and (y) all SpinCo Separate Returns which are required to be filed with respect to any Pre-Distribution Period. Viking shall pay all Taxes shown to be due on such Tax Returns to the relevant Tax Authority, subject to any right to indemnification under Article 2.

(b) With respect to any Joint Return required to be filed by Viking pursuant to this Section 3.01, to the extent that the positions taken on such Tax Return would reasonably be expected to materially adversely affect the Tax position of any member of the Parent Group or (following the Effective Time) the SpinCo Group (i) Viking shall submit a draft of the portion of such Tax Return that relates solely to the SpinCo Business to Parent at least thirty (30) days prior to the due date for the filing of such Tax Return (taking into account any applicable extensions), (ii) Parent shall have the right to review such portion of such Tax Return and to submit any reasonable changes to such portion of such Tax Return no later than fifteen (15) days prior to the due date for the filing of such Tax Return and (iii) Viking shall consider in good faith Parent's reasonable comments, provided, however, that nothing herein shall prevent Viking from timely filing any such Tax Return (taking into any account applicable extensions). With respect to any SpinCo Separate Return required to be filed by Viking pursuant to this Section 3.01, (i) Viking shall submit a draft of such Tax Return to Parent at least thirty (30) days prior to the due date for the filing of such Tax Return (taking into account any applicable extensions), (ii) Parent shall have the right to review such Tax Return and to submit any reasonable changes to such Tax Return no later than fifteen (15) days prior to the due date for the filing of such Tax Return and (iii) Viking shall modify such Tax Return to reflect Parent's reasonable comments, provided, however, that nothing herein shall prevent Viking from timely filing any such Tax Return (taking into any account applicable extensions). The Parties agree to consult and to attempt to resolve in good faith any issues arising as a result of the review of any such Tax Return. Any disputes that the Parties are unable to resolve shall be resolved pursuant to Article 13. In the event that any dispute is not resolved (whether pursuant to good faith negotiations among the Parties or pursuant to Article 13) prior to the due date for the filing of such Tax Return (taking into account any applicable extensions), such Tax Return shall be timely filed by Viking, and the Parties agree to amend such Tax Return as necessary to reflect the resolution of such dispute in a manner consistent with such resolution.

(c) With respect to the Viking Federal Consolidated Income Tax Return for the taxable year that includes the Distribution Date, Viking shall use the closing of the books method under Treasury Regulations Section 1.1502-76, unless otherwise agreed by Viking and Parent.

Section 3.02 *SpinCo Responsibility*.

(a) Parent and SpinCo shall prepare and timely file, or cause to be prepared and timely filed (in each case, taking into account extensions), all Tax Returns required to be filed by or with respect to members of the SpinCo Group other than those Tax Returns which Viking is required to prepare and file pursuant to Section 3.01. Parent and SpinCo shall pay all Taxes shown to be due on such Tax Returns to the relevant Tax Authority, subject to any right to indemnification under Article 2.

(b) With respect to any Tax Return required to be filed by Parent or SpinCo pursuant to Section 3.02(a), to the extent that such Tax Return relates to a Pre-Distribution Period, Parent and SpinCo shall submit a draft of such Tax Return to Viking at least thirty (30) days prior to the due date for the filing of such Tax Return (taking into account any applicable extensions), and Viking shall have the right to review such Tax Return and to submit any reasonable changes to such Tax Return no later than fifteen (15) days prior to the due date for the filing of such Tax Return; provided, however, that nothing herein shall prevent Parent or SpinCo from timely filing (or causing to be timely filed) any such Tax Return. The Parties agree to consult and to attempt to resolve in good faith any issues arising as a result of the review of any such Tax Return. Any disputes that the Parties are unable to resolve shall be resolved pursuant to Article 13 hereof. In the event that any dispute is not resolved (whether pursuant to good-faith negotiations among the Parties or pursuant to Article 13 hereof) prior to the due date for the filing of such Tax Return (taking into account any applicable extensions), such Tax Return shall be timely filed (or caused to be timely filed) by Parent and SpinCo, and the Parties agree to amend such Tax Return as necessary to reflect the resolution of such dispute in a manner consistent with such resolution.

Section 3.03 *Tax Reporting of Transactions*. Except to the extent otherwise required by a Final Determination, neither Parent nor SpinCo shall, and each shall not permit or cause any member of its respective Group to, take any position that is inconsistent with the Tax-Free Status or the tax treatment of any of the Transactions as described in the Tax Rulings, the Tax Opinions or the Transaction Documents, provided, however, that in any case or with respect to any item where there are no relevant Tax Rulings or Tax Opinions or Transaction Documents, the Tax treatment shall be as determined by the Party liable for any such Tax, after consulting in good faith with the other Parties, provided that there is a reasonable basis for such Tax treatment.

Section 3.04 *Distribution Straddle Period Tax Allocation*. Viking, Parent, and SpinCo shall take all actions necessary or appropriate to close the taxable year of each member of the SpinCo Group for all Tax purposes as of the close of the Distribution Date to the extent permitted by applicable Law. With respect to Taxes for any Distribution Straddle Period, (a) if applicable Law does not permit a member of the SpinCo Group to close its taxable year on the Distribution Date, then the allocation of income or deductions required to determine any Taxes or other amounts attributable to the portion of the Distribution Straddle Period ending on, or beginning after, the Distribution Date shall be made by means of a closing of the books and records of such member as of the close of the Distribution Date; provided that exemptions, allowances, or deductions that are calculated on an annual or periodic basis shall be allocated between such portions in proportion to the number of days in each such portion, and (b) any Other Taxes, including property Taxes, that are calculated on an annual or periodic basis and not assessed with respect to a transaction or series of transactions shall be allocated to the portion of the Distribution Straddle Period ending on the Distribution Date and the portion of the Distribution Straddle Period beginning after the Distribution Date in proportion to the number of days in each such portion.

Section 3.05 *SpinCo Carrybacks and Claims for Refunds*.

(a) *General.* Unless Viking otherwise consents in writing or as required by Law, neither Parent nor SpinCo shall (i) file any Adjustment Request with respect to any Joint Return, (ii) fail to waive any available elections to carry back to any Joint Return any SpinCo Carryback arising in a Post-Distribution Period, and (iii) make any affirmative election to claim any such SpinCo Carryback with respect to any Joint Return.

(b) *Next Day Rule*. Notwithstanding anything to the contrary in this Agreement, except as required by Law, for all Tax purposes, the Parties shall report (i) any transactions occurring in the ordinary course of business on the Distribution Date and (ii) any transactions occurring outside of the ordinary course of business after the Effective Time on the Distribution Date (for the avoidance of doubt, excluding the Transactions) that are undertaken by any member of the SpinCo Group as occurring on the day after the Distribution Date pursuant to Treasury Regulations Section 1.1502-76(b)(1)(ii)(B) or any similar or analogous provision of state, local, or foreign Law. For the avoidance of doubt, the Parties shall report (x) any of the Transactions undertaken by any member of the SpinCo Group on the Distribution Date and (y) any other transactions occurring outside of the ordinary course of business before the Effective Time on the Distribution Date that are undertaken by any member of the SpinCo Group as occurring on the Distribution Date.

(c) In the event that Parent and SpinCo (or the appropriate member of the SpinCo Group) are prohibited by applicable Law from waiving or otherwise forgoing a SpinCo Carryback or Viking consents to a SpinCo Carryback, Viking shall cooperate, at Parent's request, with Parent and SpinCo, at Parent's and SpinCo's expense, in seeking from the appropriate Tax Authority such Tax Benefit (which, to the extent permitted by applicable Law, Viking shall elect to receive in the form of a cash refund rather than as a credit toward or reduction in future Taxes) as reasonably would result from such SpinCo Carryback. To the extent such Tax Benefit is received in the form of a Refund in cash, Viking shall pay over to Parent or SpinCo the amount of such Refund within ten (10) days after such Refund is received and, to the extent that a Tax Authority requires Viking to apply or cause to be applied the Tax Benefit as a credit toward or a reduction in Taxes in lieu of a cash Refund, within ten (10) days after a Refund with respect to such Tax Benefit is actually realized; provided, however, that Parent and SpinCo shall indemnify and hold the members of the Viking Group harmless from and against any permanent loss, not to exceed the amount of any Refund paid over to Parent or SpinCo, of any Tax Attribute of a member of the Viking Group if such Tax Attribute expires unused, but would have generated a cash Refund to a member of the Viking Group but for such SpinCo Carryback.

Section 3.06 *Apportionment of Tax Attributes*.

(a) Viking shall determine in good faith the allocation of Tax Attributes arising in a Pre-Distribution Period to the Viking Group and the SpinCo Group in accordance with the Code and Treasury Regulations (and any applicable state, local and foreign Tax Laws), including (i) in the case of a Tax Attribute other than earnings and profits, Treasury Regulations Sections 1.1502-9(c), 1.1502-21, 1.1502-21T, 1.1502-22, and 1.1502-79 and (ii) in the case of earnings and profits, in accordance with Section 312(h) of the Code and Treasury Regulations Section 1.312-10. Viking shall consult in good faith with Parent regarding such allocation of Tax Attributes and shall consider in good faith any written comments received from Parent regarding such allocation of Tax Attributes.

(b) Viking and SpinCo shall compute all Taxes for Post-Distribution Periods consistently with the determination of the allocation of Tax Attributes pursuant to this Section 3.06 except to the extent otherwise required by a Final Determination.

(c) To the extent that the amount of any Tax Attribute is later reduced or increased by a Tax Authority or Tax Contest, such reduction or increase shall be allocated to the Party to which such Tax Attribute was allocated pursuant to Section 3.06(a).

Section 3.07 *Amended Tax Returns*.

(a) Except as expressly provided in Section 3.02(b) or to reflect the resolution of any dispute between the Parties resolved pursuant to Article 13, or with the prior written consent of Viking, Parent and SpinCo shall not, and shall not permit any member of the SpinCo Group, to amend any Tax Return of any member of the SpinCo Group for any Pre-Distribution Period.

(b) Except as expressly provided in Section 3.01(b) or to reflect the resolution of any dispute between the Parties resolved pursuant to Article 13, or with the prior written consent of Parent, Viking shall not, and shall not permit any member of the Viking Group to, amend any SpinCo Separate Return for any Pre-Distribution Period.

Section 3.08 *Section 245A Election*.

(a) With respect to any member of the SpinCo Group that is an Applicable SpinCo CFC, Viking may, in its sole discretion, make or cause to be made the election under Treasury Regulations Section 1.245A-5(e)(3)(i) (or any successor provision of Tax Law that allows a closing of the books election) to close such entity's Tax year for Federal Income Tax purposes as of the effective date of the Merger. Parent and SpinCo shall (and shall cause their respective Affiliates to) reasonably cooperate to effect any such election. The Parties agree to allocate all items of income, loss, profit and deduction for Federal Income Tax purposes for the Tax year that includes the date on which an extraordinary reduction (within the meaning of Treasury Regulations Section 1.245A-5(e)(2)(i)) occurs with respect to each such Applicable SpinCo CFC (the "**Extraordinary Reduction Date**") to any periods ending on or prior to the Extraordinary Reduction Date based on a closing of the books method under Treasury Regulations Section 1.1502-76, to the extent permitted by Treasury Regulations Section 1.245A-5(e)(3)(i) (or any successor guidance). Parent and SpinCo shall (and shall cause their respective Affiliates to) reasonably cooperate in the allocation of Foreign Taxes pursuant to Treasury Regulations Section 1.245A-5(e)(3)(i)(B) (or any successor guidance).

(b) In the event that Viking does not make or cause to be made the election under Treasury Regulations Section 1.245A-5(e)(3)(i) (or any successor guidance) to close the Tax year of any SpinCo CFC, the Parties shall allocate any Federal Income Taxes attributable to the ownership of any SpinCo CFC immediately prior to the Merger on a "closing of the books" basis as if the taxable year of such SpinCo CFC had closed on the Distribution Date, consistent with the methodology set forth in Treasury Regulations Section 1.245A-1(e)(3)(i). Accordingly, Viking shall be responsible for any Federal Income Taxes attributable to such SpinCo CFC for any Pre-Distribution Period, and Parent and SpinCo shall be responsible for any Income Taxes attributable to such SpinCo CFC for any Post-Distribution Period.

Article 4. Calculation of Tax and Payments.

Section 4.01 *Timing of Indemnification Payments*. Unless otherwise specified in this Agreement, all indemnification payments shall be made within ten (10) Business Days of the receipt by the indemnifying party of notification of the amount owed, together with reasonable documentation showing the basis for the calculation of such amount and evidence of payment of such amounts by the indemnified party to the relevant Tax Authority or other recipient, provided that no such payment shall be required to be made earlier than five (5) Business Days prior to the relevant Payment Date. All indemnification payments shall be treated in the manner described in Section 12.01.

Section 4.02 *Method for Making Payments*. All payments required to be made under this Agreement shall be made by Viking directly to Parent or SpinCo, as applicable, and by Parent or SpinCo, as applicable, directly to Viking; provided, however, that if the Parties mutually agree with respect to any such indemnification payment, any member of the Viking Group, on the one hand, may make such indemnification payment to any member of the Parent Group or SpinCo Group, as applicable, on the other hand, and vice versa.

Section 4.03 *Adjustments Resulting in Underpayments*. In the case of any adjustment pursuant to a Final Determination with respect to any Tax, the Party to which such Tax is allocated pursuant to this Agreement shall pay to the applicable Tax Authority when due any additional Tax required to be paid as a result of such adjustment.

Article 5. Refunds.

Section 5.01 *Refunds*.

(a) Viking shall be entitled to any Refund attributable to Taxes for which Viking is liable hereunder. Parent or SpinCo shall be entitled to any Refund attributable to Taxes for which Parent or SpinCo is liable hereunder. A Party receiving a Refund to which another Party is entitled hereunder shall pay such Refund to such other Party within ten (10) Business Days after such Refund is received or the benefit of such Refund is realized. To the extent that a Tax Authority requires Viking to apply or cause to be applied an overpayment of Taxes for which Parent or SpinCo (after the Distribution Date) is liable under this Agreement as a credit toward or a reduction in Taxes otherwise payable by Viking in lieu of a Refund and such overpayment of Taxes, if received as a Refund, would have been payable by Viking to Parent or SpinCo pursuant to this Section 5.01(a), Viking shall pay such amount to Parent no later than the due date for filing the Tax Return for which such overpayment is applied. To the extent that a Tax Authority requires Parent or SpinCo to apply or cause to be applied an overpayment of Taxes for which Viking (after the Distribution Date) is liable under this Agreement as a credit toward or a reduction in Taxes otherwise payable by Parent or SpinCo in lieu of a Refund and such overpayment of Taxes, if received as a Refund, would have been payable by Parent or SpinCo to Viking pursuant to this Section 5.01(a), Parent shall pay such amount to Viking no later than the due date for filing the Tax Return for which such overpayment is applied. Notwithstanding anything to the contrary herein, no Party (or any Affiliates of any Party) shall be obligated to make a payment otherwise required pursuant to this Section 5.01(a) to the extent making such payment would place such Party (or any of its Affiliates) in a less favorable net after-Tax position than such Party (or such Affiliate) would have been in if the relevant Refund had not been realized.

(b) In the event of an adjustment pursuant to a Final Determination relating to Taxes for which Parent and SpinCo, on the one hand, or Viking, on the other hand, are or is responsible pursuant to Article 2 which would have given rise to a Refund but for an offset against the Taxes for which the other Party or Parties are or may be responsible pursuant to Article 2 (the "**Benefited Party**"), then the Benefited Party shall pay to the other Party or Parties, within ten (10) Business Days of the Final Determination of such adjustment an amount equal to the amount of such reduction in the Taxes of the Benefited Party plus interest at 4.0% per annum, or, if less, the maximum interest rate allowable under applicable Law in the applicable jurisdiction, compounded quarterly, on such amount for the period from the filing date of the Tax Return that would have given rise to such Refund to the date on which such payment was made.

(c) Viking shall be entitled to (i) 100% of the amount of any Refund attributable to any Tax Benefit realized by the Parent Group and/or the SpinCo Group arising from any step-up in Tax basis of any SpinCo Assets resulting from (A) the failure of any of the Tax-Free Transactions to qualify for the Tax-Free Status, so long as the Taxes attributable to such failure are indemnified or borne by Viking hereunder or (B) the Section 336(e) Election, so long as the Taxes attributable to such election are indemnified or borne by Viking hereunder, in the case of each of clause (i)(A) and (i)(B), if such failure or election is not attributable to an action or failure to act by Viking or Parent described in Section 6.04(a) or Section 6.04(b) and (ii) 85% of the amount of any Refund attributable to any Tax Benefit realized by the Parent Group and/or the SpinCo Group arising from any step-up in Tax basis of any SpinCo Assets resulting from (A) the failure of any of the Tax-Free Transactions to qualify for the Tax-Free Status, so long as the Taxes attributable to such failure are indemnified or borne by Viking hereunder or (B) the Section 336(e) Election, so long as the Taxes attributable to such election are indemnified or borne by Viking hereunder, in the case of each of clause (ii)(A) and (ii)(B), if such failure or election is attributable to an action or failure to act by Viking described in Section 6.04(a); provided that Viking shall not be entitled to such a Refund pursuant to clause (ii) that is greater than the Taxes attributable to the applicable failure or election that are indemnified or borne by Viking hereunder. Viking will be entitled to annual payments from Parent and/or SpinCo equal to 85% or 100%, as applicable, of the amount of any such Refunds determined using a "with and without" methodology (treating any deductions attributable to the applicable step-up in Tax basis as the last items claimed for any Tax Period including after the utilization of any available Tax Attributes). To the extent permitted by applicable Law, Parent and SpinCo shall elect to receive any such Refund as a cash refund rather than as a credit toward or reduction in future Taxes. Parent and/or SpinCo shall pay any such Refund to Viking within ten (10) Business Days after such Refund is received or the benefit of such Refund is realized. In the case of any failure of the Tax-Free Transactions to qualify for the Tax-Free Status, Parent Group and SpinCo Group will reasonably cooperate, to the extent permitted by applicable law, to cause any step-up in Tax basis of any SpinCo Assets to be allocated to depreciable and/or amortizable assets. In the event that payments are required under this Section 5.01(c), the Parties shall negotiate in good faith the terms of a tax receivable agreement to govern the calculation of such payments.

(d) To the extent that the amount of any Refund under this Section 5.01 or Section 3.05 is later reduced by a Tax Authority or in a Tax Contest, such reduction shall be allocated to the Parties in the same manner in which such Refund was allocated pursuant to this Section 5.01 or Section 3.05, and an appropriate adjusting payment shall be promptly made.

Article 6. Tax-Free Status.

Section 6.01 *Representations and Warranties*.

(a) Parent hereby represents and warrants or covenants and agrees, as appropriate, that the facts represented and the representations made in the Specified Tax Materials, to the extent (i) descriptive of (A) the Parent Group at any time (including the plans, proposals, intentions, and policies of the Parent Group, and including the representation that Parent would not have consummated the Merger but for the Distributions), or (B) the SpinCo Group after the Effective Time (including the plans, proposals, intentions, and policies of SpinCo, its Subsidiaries, the SpinCo Business, or the SpinCo Group), or (ii) relating to the actions or non-actions of the SpinCo Group to be taken (or not taken, as the case may be) after the Effective Time, are, or will be from the time presented or made through and including the Effective Time (and thereafter as relevant) true, correct, and complete in all material respects.

(b) Viking hereby represents and warrants or covenants and agrees, as appropriate, that (i) the facts presented and the representations made in the Tax Materials, to the extent descriptive of (A) the Viking Group at any time or (B) the SpinCo Group at any time at or prior to the Effective Time (including, in each case, (x) the business purposes for each of the Distributions described in the Tax Materials to the extent that they relate to the Viking Group at any time or the SpinCo Group at any time at or prior to the Effective Time, and (y) the plans, proposals, intentions, and policies of the Viking Group at any time or the SpinCo Group at any time prior to the Effective Time), are, or will be from the time presented or made through and including the Effective Time (and thereafter as relevant) true, correct, and complete in all material respects.

(c) Each of Viking, SpinCo, and Parent represents and warrants that it knows of no fact (after due inquiry) that may cause the Tax treatment of any of the Tax-Free Transactions to be other than the Tax-Free Status.

(d) Viking represents and warrants that neither it, nor any of its Affiliates has any plan or intention to take any action that is inconsistent with any statements or representations made in the Tax Materials. Parent represents and warrants that neither it, nor any of its Subsidiaries (including, after the Effective Time, the members of the SpinCo Group), has any plan or intention to take any action that is inconsistent with any statements or representations made in the Specified Tax Materials.

(e) Parent represents and warrants that it has currently no plan or intention to (i) relocate the business activity of Garden Switzerland to a jurisdiction outside of Switzerland or to (ii) terminate the business activity of Garden Switzerland.

(f) Parent represents and warrants that it has currently no plan or intention to (or to cause, permit or fail to prevent SpinCo to) pre-pay, pay down, redeem, retire, or otherwise acquire, however effected, any of the SpinCo Exchange Debt prior to its stated maturity.

Section 6.02 *Restrictions on Parent and SpinCo*.

(a) Neither Parent nor SpinCo shall, and neither will permit any of its Affiliates to, take or fail to take, as applicable, any action if such action or failure to act would reasonably be expected to be inconsistent with or cause to be untrue any statement, information, covenant, or representation in any of the Specified Tax Materials.

(b) Each of Parent and SpinCo and each other member of their respective Groups shall not take or fail to take, as applicable, any action that would reasonably be expected to adversely affect the Tax-Free Status.

(c) Each of Parent and SpinCo and each other member of their respective Groups agrees that:

(i) from the date on which this Agreement is effective for such Person pursuant to Article 10 until the first Business Day after the two-year anniversary of the Distribution Date

(A) SpinCo shall continue and cause to be continued the active conduct (as defined in Section 355(b)(2) of the Code and the Treasury Regulations thereunder) of the Controlled Active Trades or Businesses, taking into account Section 355(b)(3) of the Code;

(B) SpinCo shall not voluntarily dissolve or liquidate or permit any Controlled Company to voluntarily dissolve or liquidate (including taking any action that is a liquidation for Federal Income Tax purposes);

(C) neither Parent nor SpinCo shall, and neither shall permit any Controlled Company to, enter into any Proposed Acquisition Transaction or, to the extent Parent or SpinCo or any other member of their respective Groups has the right to prohibit any Proposed Acquisition Transaction, permit any Proposed Acquisition Transaction to occur (whether by (1) redeeming rights under a shareholder rights plan, (2) finding a tender offer to be a "permitted offer" under any such plan or otherwise causing any such plan to be inapplicable or neutralized with respect to any Proposed Acquisition Transaction, (3) approving any Proposed Acquisition Transaction, whether for purposes of Section 203 of the General Corporation Law of the State of Delaware or any similar corporate statute, any "fair price" or other provision of the charter or bylaws of SpinCo or Parent, as applicable, (4) amending its certificate of incorporation to declassify its Board of Directors or approving any such amendment, or otherwise);

(D) neither Parent nor SpinCo (or any successor of Parent or SpinCo) will, or will agree to, merge, consolidate, or amalgamate with any other Person (except as provided for under the Merger Agreement);

(E) SpinCo will not in a single transaction or series of transactions sell, transfer, or otherwise dispose of or agree to sell, transfer, or otherwise dispose of (including in any transaction treated for Federal Income Tax purposes as a sale, transfer, or disposition), or permit any Controlled Company or any other member of the SpinCo Group to sell, transfer, or otherwise dispose of or agree to sell, transfer, or otherwise dispose of assets (including any shares of capital stock of a Subsidiary) that, in the aggregate, constitute 30% or more of the gross assets of SpinCo, such Controlled Company, the SpinCo Group, or any Controlled Active Trade or Business (such percentage to be measured based on fair market value of the assets as of the Distribution Date), in each case other than (1) sales, transfers, or dispositions of assets in the ordinary course of business, (2) any cash paid to acquire assets from an unrelated Person in an arm's-length transaction, (3) any assets transferred to a Person that is disregarded as an entity separate from the transferor for Federal Income Tax purposes, or (4) any mandatory or optional repayment (or pre-payment) of any indebtedness of SpinCo or any member of the SpinCo Group;

(F) neither Parent nor SpinCo shall, and neither shall permit any Controlled Company to, redeem or otherwise repurchase (directly or through an Affiliate) any stock, or rights to acquire stock, other than through stock purchases meeting the requirements of section 4.05(1)(b) of Revenue Procedure 96-30, 1996-1 C.B. 696;

(G) neither Parent nor SpinCo will amend, or permit any Controlled Company or any other members of their respective Groups to amend, its certificate of incorporation (or other organizational documents), or take any other action, whether through a stockholder vote or otherwise, affecting the voting rights of SpinCo Capital Stock or Parent Capital Stock (including, without limitation, through the conversion of one class of SpinCo Capital Stock or Parent Capital Stock into another class of SpinCo Capital Stock or Parent Capital Stock); and

(H) neither Parent nor SpinCo shall take, or permit any other member of its respective Group to take, any other action or actions (including any action or transaction that would reasonably be expected to be inconsistent with any representation made in the Specified Tax Materials) which in the aggregate (and taking into account the Merger, and any other transactions described in this Section 6.02(c)(i)) could have the effect of causing or permitting one or more Persons (whether or not acting in concert) to acquire directly or indirectly stock representing a Fifty-Percent or Greater Interest in Parent, SpinCo, or Internal SpinCo (or any successor) or otherwise jeopardize the Tax-Free Status (it being understood that the only acquisitions relevant for this purpose occurring on or before the Effective Time are those occurring pursuant to the Merger, which do not exceed a 49.9% or greater interest in SpinCo or any member of the SpinCo Group);

(ii) from the date on which this Agreement is effective for such Person pursuant to Article 10 until the first Business Day after the three-year anniversary of the Distribution Date

(A) Parent shall substantially continue the business activity of Garden Switzerland within Switzerland;

(B) either Garden Switzerland or the built-in gains related to Garden Switzerland's business shall remain fully subject to Tax in Switzerland; and

(C) Garden Switzerland shall

(1) continue its business activity within Switzerland;

(2) earn remuneration consistent with arm's-length transfer pricing practices;

(3) employ at least the number of full-time employee(s) set forth in the Tax Ruling issued by the competent Swiss Tax Authority at all times to carry out the business activity of Garden Switzerland; and

(4) not merge into another Swiss entity unless, prior to such merger, Parent obtains a Tax ruling issued by the competent Swiss Tax Authority stating that such merger (I) will be non-taxable for Swiss Tax purposes, (II) will not affect the tax-free nature of the demerger of 3M EMEA GmbH and (III) will not result in any other adverse Tax affects to 3M EMEA GmbH;

(iii) Each of Parent and SpinCo and each other member of their respective Groups shall not, directly or indirectly, (A) take or permit to be taken any action at any time, including any modification to the terms of the SpinCo Exchange Debt, that could reasonably be expected to jeopardize, directly or indirectly, the qualification, in whole or in part, of any of the SpinCo Exchange Debt as a "security" pursuant to Section 361(a) of the Code (for the avoidance of doubt, making any payment permitted or required by the terms of the SpinCo Exchange Debt shall not be treated as violating this Section 6.02(c)(iii)(A)), or (B) within ninety (90) days of the Distribution Date refinance or repay (other than in the ordinary course of business) any third-party debt of any member of the SpinCo Group (except as provided for under the Transaction Documents); and

in each case, unless prior to taking any such action set forth in the foregoing clauses (i) through (iii), (x) Parent or SpinCo shall have requested that Viking obtain, or requested and received Viking's prior written consent to obtain (such consent not be unreasonably withheld, conditioned or delayed), a private letter ruling (including a supplemental ruling, if applicable) from the IRS or other ruling from an applicable Tax Authority (a "**Post-Distribution Ruling**") in accordance with Sections 6.03(a) and (c) to the effect that such transaction will not affect the Tax-Free Status and Viking or Parent shall have received such Post-Distribution Ruling in form and substance satisfactory to Viking in its reasonable discretion (and in determining whether a private letter ruling is satisfactory, Viking may consider, among other factors, the appropriateness of any underlying assumptions and any management representations made in connection with such private letter ruling), (y) Parent or SpinCo shall have provided Viking with an Unqualified Tax Opinion in form and substance satisfactory to Viking in its sole and absolute discretion (and in determining whether an opinion is satisfactory, Viking may consider, among other factors, the appropriateness of any underlying assumptions and any management representations used as a basis for the Unqualified Tax Opinion), or (z) Viking shall have waived (which waiver may be withheld by Viking in its sole and absolute discretion) the requirement to obtain such Post-Distribution Ruling and/or Unqualified Tax Opinion.

Section 6.03 *Procedures Regarding Post-Distribution Rulings and Unqualified Tax Opinions*.

(a) If Parent notifies Viking that it or SpinCo desires to take one of the actions described in Section 6.02(c) (a "**Notified Action**"), Viking shall reasonably cooperate with Parent to seek to obtain a Post-Distribution Ruling or an Unqualified Tax Opinion for the purpose of permitting Parent or SpinCo, as applicable, to take the Notified Action, unless Viking shall have waived the requirement to obtain such ruling or opinion; such reasonable cooperation shall include facilitating the issuance of a Parent or SpinCo requested Post-Distribution Ruling to Parent or SpinCo if Parent or SpinCo is precluded from requesting a Post-Distribution Ruling, including a Post-Distribution Ruling with respect to repurchases of stock or rights to acquire stock. Notwithstanding the foregoing, Viking shall not be required to file, cooperate in the filing of, or provide consent for Parent and/or SpinCo to file any request for a Post-Distribution Ruling under this Section 6.03(a) unless Parent represents that (i) it has read the request for such Post-Distribution Ruling and (ii) all statements, information, and representations relating to any member of the Parent Group and SpinCo Group contained in such request and related documents are (subject to any qualifications therein) true, correct, and complete and (iii) in the case of a request for a Post-Distribution Ruling to be filed by Parent and/or SpinCo with Viking's prior written consent, Viking shall have the right to review such request and Parent and/or SpinCo shall reflect any reasonable comments received from Viking on such request, provided that Parent may redact from any such request any information that (x) Parent, in its good faith judgment, considers to be confidential and not germane to Viking's, Parent's or SpinCo's obligations under this Agreement or any of the other Transaction Documents and (y) is not a part of any other publicly available information, including any non-confidential filing. Parent shall reimburse Viking for all reasonable out-of-pocket costs and expenses incurred by the Viking Group in obtaining a Post-Distribution Ruling or Unqualified Tax Opinion requested by Parent within ten (10) Business Days after receiving an invoice from Viking therefor.

(b) *Post-Distribution Rulings or Unqualified Tax Opinions at Viking's Request*. Viking shall have the right to obtain a Post-Distribution Ruling or an Unqualified Tax Opinion at any time in its sole and absolute discretion. If Viking determines to obtain a Post-Distribution Ruling or an Unqualified Tax Opinion, Parent and SpinCo shall (and shall cause their respective Affiliates to) reasonably cooperate with Viking and take any and all actions reasonably requested by Viking in connection with obtaining the Post-Distribution Ruling or Unqualified Tax Opinion (including, without limitation, by making any reasonably requested representation or covenant or providing any materials or information reasonably requested by the IRS (and/or any other applicable Tax Authority) or Tax Advisor). Viking shall reimburse Parent or SpinCo, as applicable, for all reasonable out-of-pocket costs and expenses incurred by Parent or SpinCo in obtaining a Post-Distribution Ruling or Unqualified Tax Opinion requested by Viking within ten (10) Business Days after receiving an invoice from Parent therefor.

(c) Except as provided in Sections 6.02(c) and 6.03(a), following the Distribution Date, neither Parent nor SpinCo shall, nor shall either Parent or SpinCo permit their respective Affiliates to, seek any guidance from the IRS or any other Tax Authority (whether written, verbal, or otherwise) at any time concerning any of the Distributions (including the impact of any other transaction on the Distributions) unless Parent and SpinCo shall have obtained the prior written consent of Viking.

Section 6.04 *Liability for Separation Tax Losses and Separation Taxes*.

(a) Notwithstanding anything in this Agreement, the Separation and Distribution Agreement, or the Merger Agreement to the contrary (and in each case regardless of whether a Post-Distribution Ruling, Unqualified Tax Opinion, or waiver described in clauses (x), (y) or (z) of Section 6.02(c) may have been provided), but subject to Section 6.04(c), Parent and SpinCo shall be responsible for, and shall indemnify, defend, and hold harmless the Viking Group from and against any Separation Tax Losses that are attributable to or result from any one or more of the following: (i) the acquisition following the Merger of all or a portion of Parent's and/or any Controlled Company's stock and/or of the SpinCo Group's assets by any means whatsoever by any Person, (ii) any negotiations, understandings, agreements, or arrangements by either or both of Parent and/or SpinCo or any other member of their respective Groups (provided that, in the case of SpinCo or any other member of the SpinCo Group, such negotiations, understandings, agreements, or arrangements follow the Merger) with respect to transactions or events (including, without limitation, stock issuances, whether pursuant to the exercise of stock options or otherwise, option grants, capital contributions or acquisitions, or a series of such transactions or events), other than the Merger or any transactions contemplated by the Merger Agreement, the Separation and Distribution Agreement, or any other Transaction Document, that cause any of the Distributions to be treated as part of a plan (which plan may include the Merger) pursuant to which one or more Persons acquire directly or indirectly stock of either or both of Parent and/or any Controlled Company representing a Fifty-Percent or Greater Interest therein, as applicable, (iii) any action or failure to act by either or both of Parent and/or SpinCo or any other member of their respective Groups (in the case of SpinCo or any member of the SpinCo Group, after the Merger) (including, without limitation, any amendment to such Person's certificate of incorporation (or other organizational documents), whether through a stockholder vote or otherwise) affecting the voting rights of either or both of Parent's and/or a Controlled Company's stock (including, without limitation, through the conversion of one class of SpinCo Capital Stock or Parent Capital Stock into another class of SpinCo Capital Stock or Parent Capital Stock), other than entering into the Merger or any transactions contemplated by the Merger Agreement, the Separation and Distribution Agreement, or any other Transaction Document, (iv) any act or failure to act by either or both of Parent and/or SpinCo or any other member of their respective Groups (in the case of SpinCo or any member of the SpinCo Group, after the Merger) that would affect the Tax-Free Status of any of the Tax-Free Transactions (other than the Merger) (regardless whether such act or failure to act may be covered by a Post-Distribution Ruling, Unqualified Tax Opinion, or waiver described in clauses (x), (y) or (z) of Section 6.02(c)), other than entering into the Merger; provided, for the avoidance of doubt, this clause (iv) shall include any act or failure to act (other than entering into the Merger) that would affect Tax-Free Status of any of the Tax-Free Transactions (other than the Merger) as a result of affecting the Tax-Free Status of the Merger, or (v) any breach or inaccuracy by either or both of Parent and/or SpinCo or any other member of their respective Groups (in the case of SpinCo or any member of the SpinCo Group, after the Merger) of any of their agreements or representations set forth herein; excluding, in each of (i)-(v) herein, any such breach, inaccuracy, action, failure to act or failure to perform, as the case may be, of the SpinCo Group that exists or has occurred as of or prior to the Distribution Date.

(b) Notwithstanding anything in this Agreement, the Separation and Distribution Agreement, or the Merger Agreement to the contrary, but subject to Section 6.04(c), Viking shall be responsible for, and shall indemnify, defend, and hold harmless the SpinCo Group and the Parent Group from and against (i) any Separation Tax Losses that are attributable to or result from any one or more of the following: (A) the acquisition following the Merger of all or a portion of Viking's stock and/or of the Viking Group's assets by any means whatsoever by any Person, (B) any negotiations, understandings, agreements, or arrangements by any member of the Viking Group with respect to transactions or events (including, without limitation, stock issuances, whether pursuant to the exercise of stock options or otherwise, option grants, capital contributions or acquisitions, or a series of such transactions or events), other than the Merger or any transactions contemplated by the Merger Agreement, the Separation and Distribution Agreement, or any other Transaction Document, that cause any of the Distributions to be treated as part of a plan (which plan may include the Merger) pursuant to which one or more Persons acquire directly or indirectly stock of Viking representing a Fifty-Percent or Greater Interest therein, (C) any act or failure to act by any member of the Viking Group that would affect the Tax-Free Status of any of the Tax-Free Transactions (other than the Merger), other than entering into the Merger; provided, for the avoidance of doubt, this clause (C) shall include any act or failure to act (other than entering into the Merger) that would affect Tax-Free Status of any of the Tax-Free Transactions (other than the Merger) as a result of affecting the Tax-Free Status of the Merger, or (D) any breach or inaccuracy by any member of the Viking Group of any of its agreements or representations set forth herein, and (ii) any Brazilian withholding Tax (*Imposto de Renda Retido na Fonte*) attributable to or arising out of the Transactions.

(c) To the extent that any Separation Tax Loss reasonably could be subject to indemnity under both Section 2.07 and Section 2.08, responsibility for such Separation Tax Loss shall be shared by Viking, on the one hand, and Parent and SpinCo, on the other hand, according to relative fault as determined by the Parties in good faith. To the extent that any Separation Tax Loss is not subject to indemnity under Section 2.07 or Section 2.08, such Separation Tax Loss shall be the responsibility of the applicable member of the Viking Group or Viking's shareholders, as applicable, as the Persons primarily liable therefor as a matter of Law, and without duplication, Viking shall be responsible for any Separation Taxes. Notwithstanding anything to the contrary in this Agreement, neither Parent nor SpinCo shall have any liability for Separation Tax Losses to the extent attributable to actions taken by any member of the Parent Group or the SpinCo Group that are required by (or, in the case of repayments or guarantees of indebtedness of any member of the SpinCo Group, permitted by) any Transaction Document.

(d) *Protective Election.* Viking and SpinCo shall make a timely protective election under Section 336(e) of the Code and the Treasury Regulations issued thereunder and any similar provision of state or local Tax Law with respect to the Distributions (the "**Section 336(e) Election**"); provided, however, that such election shall only be made if it will not impose any unreimbursed incremental cost on Viking, taking into account any Refunds to which Viking is entitled pursuant to Section 5.01(c). Viking, Parent and SpinCo agree to take any such action that is reasonably necessary to effect such election (including making any other related election and/or timely entering into a written, binding agreement to make a Section 336(e) Election pursuant to Treasury Regulations Section 1.336-2(h)(1)(i)).

Article 7. Assistance and Cooperation.

Section 7.01 *Assistance and Cooperation*.

(a) The Parties shall reasonably cooperate (and cause their respective Affiliates to reasonably cooperate) with each other and with each other's agents, including accounting firms and legal counsel, in connection with Tax matters relating to the Parties and their Affiliates, including (i) preparation and filing of Tax Returns, (ii) determining the liability for and amount of any Taxes due (including estimated Taxes) or the right to and amount of any Tax Benefit, (iii) examinations of Tax Returns, and (iv) any administrative or judicial proceeding in respect of Taxes assessed or proposed to be assessed. Such cooperation shall include making all information and documents in a Party's possession relating to any other Party and its Affiliates available to such other Party, upon reasonable notice, as provided in Article 8. Each of the Parties shall also make available to any other Party, as reasonably requested and on a mutually convenient basis, personnel (including officers, directors, employees, and agents of the Parties or their respective Affiliates) responsible for preparing, maintaining, and interpreting information and documents relevant to Taxes, and personnel reasonably required as witnesses or for purposes of providing information or documents in connection with any administrative or judicial proceedings relating to Taxes. Parent and SpinCo and each other member of their respective Groups shall cooperate with Viking and take any and all actions reasonably requested by Viking in connection with obtaining the Tax Opinions, the Tax Rulings and any other tax opinions to be delivered to any member of the Viking Group in connection with the Transactions (including, without limitation, by making any new representation or covenant, confirming any previously made representation or covenant, or providing any materials or information reasonably requested by any Tax Advisor or Tax Authority).

(b) Any information or documents provided under this Article 7 or Article 8 shall be kept confidential by the Party receiving the information or documents, except as may otherwise be necessary in connection with the filing of Tax Returns or in connection with any administrative or judicial proceedings relating to Taxes. Notwithstanding any other provision of this Agreement, the Merger Agreement, or any other Transaction Document, (i) neither Viking nor any Affiliate of Viking shall be required to provide SpinCo, Parent, or any of their respective Affiliates or any other Person access to or copies of any information, documents, or procedures (including the proceedings of any Tax Contest) other than information, documents, or procedures that relate solely to a member of the SpinCo Group, the SpinCo Business, or the assets of SpinCo or any Affiliate of SpinCo, (ii) neither SpinCo, Parent, nor any of their respective Affiliates shall be required to provide Viking or any of its Affiliates or any other Person access to or copies of any information, documents, or procedures (including the proceedings of any Tax Contest) other than information, documents, or procedures that relate solely to a member of the Viking Group, the Viking Business, or the assets of Viking or any of its Affiliates, (iii) in no event shall Viking or any of its Affiliates be required to provide SpinCo, Parent, or any of their respective Affiliates or any other Person access to or copies of any information or documents if such action would or reasonably could be expected to result in the waiver of any Privilege, and (iv) in no event shall SpinCo, Parent, or any of their respective Affiliates be required to provide Viking or any of its Affiliates or any other Person access to or copies of any information or documents if such action would or reasonably could be expected to result in the waiver of any Privilege. In addition, in the event that Viking determines that the provision of any information or documents to SpinCo, Parent, or any of their respective Affiliates, or SpinCo or Parent reasonably determines that the provision of any information or documents to Viking or any of its Affiliates could be commercially detrimental, violate any Law or agreement, or waive any Privilege, the Parties shall use reasonable best efforts to permit each other's compliance with its obligations under this Article 7 and Article 8 in a manner that avoids any such harm or consequence.

Section 7.02 *Tax Return Information*. Each of SpinCo, Parent, and Viking, and each member of their respective Groups, acknowledges that time is of the essence in relation to any request for information, assistance, or cooperation made by Viking, Parent, or SpinCo pursuant to this Agreement. Each of SpinCo, Parent, and Viking, and each member of their respective Groups, acknowledge that failure to conform to the deadlines set forth in this Agreement could cause irreparable harm. Each Party shall provide to the other Parties information and documents relating to its Group reasonably required by the other Parties to prepare Tax Returns. Any information or documents the Responsible Party requires to prepare such Tax Returns shall be provided in such form as the Responsible Party reasonably requests and at or prior to the time reasonably specified by the Responsible Party so as to enable the Responsible Party to file such Tax Returns on a timely basis.

Section 7.03 *Reliance by Viking*. If any member of the Parent Group or SpinCo Group supplies information to a member of the Viking Group in connection with Taxes and an officer of a member of the Viking Group signs a statement or other document under penalties of perjury in reliance upon the accuracy of such information, then upon the written request of such member of the Viking Group identifying the information being so relied upon, the chief financial officer of Parent (or any officer of SpinCo or Parent as designated by the chief financial officer of Parent) shall certify in writing that to his or her knowledge (based upon consultation with appropriate employees) the information so supplied is accurate and complete.

Section 7.04 *Reliance by Parent and SpinCo*. If any member of the Viking Group supplies information to a member of the Parent Group or the SpinCo Group in connection with Taxes and an officer of a member of the Parent Group or the SpinCo Group, as applicable, signs a statement or other document under penalties of perjury in reliance upon the accuracy of such information, then upon the written request of such member of the Parent Group or the SpinCo Group, as applicable, identifying the information being so relied upon, the chief financial officer of Viking (or any officer of Viking as designated by the chief financial officer of Viking) shall certify in writing that to his or her knowledge (based upon consultation with appropriate employees) the information so supplied is accurate and complete.

Article 8. Tax Records.

Section 8.01 *Retention of Tax Records*. Each Company shall preserve and keep all Tax Records and related work papers and other documentation in its possession as of the date hereof relating to Taxes of the Parties for Pre-Distribution Periods or Taxes or Tax matters that are the subject of this Agreement, in each case, for so long as the contents thereof may become material in the administration of any matter under the Code or other applicable Tax Law, but in any event until the later of (a) the expiration of any applicable statutes of limitations (including any waivers or extensions thereof), or (b) seven years after the Distribution Date (such later date, the "**Retention Date**"). After the Retention Date, each Company may dispose of such Tax Records upon sixty (60) days' prior written notice to the other Parties. If, prior to the Retention Date, a Company reasonably determines that any Tax Records which it would otherwise be required to preserve and keep under this Article 8 are no longer material in the administration of any matter under the Code or other applicable Tax Law and the other Parties agree, then such first Party may dispose of such Tax Records upon sixty (60) days' prior notice to the other Parties. Any notice of an intent to dispose given pursuant to this Section 8.01 shall include a list of the Tax Records to be disposed of describing in reasonable detail each file, book, or other record accumulation being disposed. The notified Party shall have the opportunity, at its cost and expense, to copy or remove, within such sixty (60)-day period, all or any part of such Tax Records.

Section 8.02 *Access to Tax Records*. The Parties and their respective Affiliates shall make available to each other for inspection and copying during normal business hours upon reasonable notice all Tax Records in their possession pertaining to (a) in the case of any Tax Return of the Viking Group, the portion of such return that relates to Taxes for which the SpinCo Group or the Parent Group may be liable pursuant to this Agreement or (b) in the case of any Tax Return of the SpinCo Group or the Parent Group, the portion of such return that relates to Taxes for which the Viking Group may be liable pursuant to this Agreement, and shall permit the other Parties and their Affiliates, authorized agents and representatives, and any representative of a Tax Authority or other Tax auditor direct access, at the cost and expense of the requesting Party, during normal business hours upon reasonable notice to such Tax Records, in each case to the extent reasonably required by the other Party in connection with the preparation of Tax Returns or financial accounting statements, audits, litigation, or the resolution of items under this Agreement.

Section 8.03 *Preservation of Privilege*. The Parties and their respective Affiliates shall not provide access to, copies of, or otherwise disclose to any Person any documentation relating to Taxes existing prior to the Distribution Date to which Privilege may reasonably be asserted without the prior written consent of the other Party, such consent not to be unreasonably withheld, conditioned, or delayed.

Article 9. Tax Contests.

Section 9.01 *Notice*. Each of Viking, SpinCo, and Parent shall provide prompt notice to the other Parties of any written communication from a Tax Authority regarding any pending Tax audit, assessment, or proceeding or other Tax Contest of which it becomes aware related to Taxes for any Tax Period for which it reasonably expects to be indemnified by another Party hereunder or for which it reasonably may be required to indemnify another Party hereunder, or otherwise relating to the Tax-Free Status (including the resolution of any Tax Contest relating thereto). Such notice shall attach copies of the pertinent portion of any written communication from a Tax Authority and contain factual information (to the extent known) describing any asserted Tax liability in reasonable detail and shall be accompanied by copies of any notice and other documents received from any Tax Authority in respect of any such matters. The failure of one Party to notify another of such communication in accordance with the immediately preceding sentences shall not relieve the other Party of any liability or obligation to pay such Tax or make indemnification payments under this Agreement, except to the extent that the failure to timely provide such notification actually prejudices the ability of such other Party to contest such Tax liability or increases the amount of such Tax liability.

Section 9.02 *Control of Tax Contests*.

(a) *Viking Control*. Notwithstanding anything in this Agreement to the contrary, Viking shall have the right to control any Tax Contest with respect to any Tax matters relating to (i) any Joint Return, (ii) any member of the Viking Group, (iii) any member of the SpinCo Group relating to the Pre-Distribution Period, and (iv) Separation Tax Losses (a "**Viking Tax Contest**"). Subject to Sections 9.02(c) and (d), Viking shall have reasonable discretion with respect to any decisions to be made, or the nature of any action to be taken, with respect to any such Viking Tax Contest relating to a SpinCo Separate Return for a Distribution Straddle Period, and absolute discretion with respect to any decisions to be made, or the nature of any action to be taken, with respect to any other such Viking Tax Contest, including exclusive authority with respect to any settlement of such Tax liability.

(b) *Parent Control*. Except as otherwise provided in this Section 9.02, Parent shall have the right to control any Tax Contest with respect to any member of the SpinCo Group to the extent related solely to any Post-Distribution Period (a "**Parent Tax Contest**"). Subject to Section 9.02(c) and (d), Parent shall have absolute discretion with respect to any decisions to be made, or the nature of any action to be taken, with respect to any such Parent Tax Contest, including exclusive authority with respect to any settlement of such Tax liability.

(c) *Settlement Rights*. The Party entitled to control the Tax Contest (the "**Controlling Party**") shall have the sole right to contest, litigate, compromise, and settle any Tax Contest without obtaining the prior consent of (x) Viking if Parent is the Controlling Party and (y) Parent if Viking is the Controlling Party (the "**Non-Controlling Party**"); provided, however, that, subject to Section 9.02(e), to the extent any such Tax Contest may give rise to a claim for indemnity by the Controlling Party or its Affiliates against the Non-Controlling Party or its Affiliates under this Agreement (including any Tax Contest related to the Tax-Free Status), the Controlling Party shall not settle any such Tax Contest without obtaining the prior written consent of the Non-Controlling Party (which consent shall not be unreasonably withheld). To the extent any such Tax Contest may give rise to a claim for indemnity by the Controlling Party or its Affiliates against the Non-Controlling Party or its Affiliates under this Agreement (including any Tax Contest related to the Tax-Free Status) or increased tax liabilities of the Non-Controlling Party for any Post-Distribution Period, (i) the Controlling Party shall keep the Non-Controlling Party informed in a timely manner of all actions taken or proposed to be taken by the Controlling Party with respect to such Tax Contest; (ii) the Controlling Party shall timely provide the Non-Controlling Party copies of any written materials relating to such potential adjustment in such Tax Contest received from any Tax Authority; (iii) the Controlling Party shall timely provide the Non-Controlling Party with copies of any correspondence or filings submitted to any Tax Authority or judicial authority in connection with such Tax Contest; (iv) the Controlling Party shall consult with the Non-Controlling Party and offer the Non-Controlling Party a reasonable opportunity to comment before submitting any written materials prepared or furnished in connection with such Tax Contest; and (v) the Controlling Party shall defend such Tax Contest diligently and in good faith. The failure of the Controlling Party to take any action specified in the preceding sentence with respect to the Non-Controlling Party shall not relieve the Non-Controlling Party of any liability and/or obligation which it may have to the Controlling Party under this Agreement except to the extent that the Non-Controlling Party was actually harmed by such failure, and in no event shall such failure relieve the Non-Controlling Party from any other liability or obligation which it may have to the Controlling Party.

(d) *Tax Contest Participation*. Subject to Section 9.02(e), and unless waived by the Parties in writing, the Controlling Party shall provide the Non-Controlling Party with written notice reasonably in advance of, and the Non-Controlling Party shall have the right to attend, any formally scheduled meetings with Tax Authorities or hearings or proceedings before any judicial authorities in connection with any potential adjustment in a Tax Contest pursuant to which the Non-Controlling Party may reasonably be expected to become liable to make any indemnification payment to the Controlling Party under this Agreement (including any Tax Contest related to the Tax-Free Status) or may reasonably be expected to give rise to tax liabilities of the Non-Controlling Party for any Post-Distribution Period. The failure of the Controlling Party to provide any notice specified in this Section 9.02(d) to the Non-Controlling Party shall not relieve the Non-Controlling Party of any liability and/or obligation which it may have to the Controlling Party under this Agreement except to the extent that the Non-Controlling Party was actually harmed by such failure, and in no event shall such failure relieve the Non-Controlling Party from any other liability or obligation which it may have to the Controlling Party.

(e) *Viking Consolidated Federal Income Tax Return*. Notwithstanding anything in this Article 9 to the contrary, in the case of a Tax Contest related to (x) a Viking Federal Consolidated Income Tax Return or (y) any other consolidated, combined, or unitary Income Tax Return that includes any member of the SpinCo Group, on the one hand, and any member of the Viking Group, on the other hand, (i) the rights of Parent and SpinCo and their respective Affiliates under Section 9.02(c) and Section 9.02(d) shall be limited in scope to the portion of such Tax Contest relating to Taxes for which Parent or SpinCo may reasonably be expected to become liable to make any indemnification payment to Viking under this Agreement, and (ii) Viking shall act diligently and in good faith with respect to any adverse Tax impact regarding any member of the Parent Group for any Tax Period or SpinCo Group for any Post-Distribution Period and defend such Tax Contest in the same manner it would have reasonably defended such Tax Contest if it owned both the Viking Group and the SpinCo Group at the time of such Tax Contest and did not favor one such group over the other such group.

(f) *Power of Attorney*. Without limiting the generality of Section 16.17, each member of the Parent Group and each member of the SpinCo Group shall execute and deliver to Viking (or such member of the Viking Group as Viking shall designate) any power of attorney or other similar document reasonably requested by Viking (or such designee) in connection with any Viking Tax Contest described in this Article 9 within five (5) Business Days of such request. Each member of the Viking Group shall execute and deliver to Parent (or such member of the Parent Group or the SpinCo Group as Parent shall designate) any power of attorney or other similar document requested by Parent (or such designee) in connection with any Parent Tax Contest described in this Article 9 within five (5) Business Days of such request.

Article 10. Effective Date. Except as expressly set forth in this Agreement, as between Viking and SpinCo, this Agreement shall become effective upon the consummation of the Distributions, and as between Viking, SpinCo, and Parent, this Agreement shall become effective upon the consummation of the Merger.

Article 11. Survival of Obligations. The representations, warranties, covenants, and agreements set forth in this Agreement shall be unconditional and absolute and shall remain in effect without limitation as to time.

Article 12. Treatment of Payments.

Section 12.01 *Treatment of Tax Indemnity Payments*. In the absence of any change in Tax treatment under the Code or except as otherwise required by other applicable Tax Law, any payment required by this Agreement, the Merger Agreement, or any Transaction Document (other than any payment of interest accruing after the Distribution Date) shall be reported for Tax purposes by the payor and the recipient as either (a) a contribution by Viking to SpinCo or a distribution by SpinCo to Viking, as the case may be, occurring immediately prior to the applicable Distribution (but only to the extent the payment does not relate to a Tax allocated to the payor in accordance with Section 1552 of the Code or the Treasury Regulations thereunder or Treasury Regulations Section 1.1502-33(d) (or under corresponding principles of other applicable Tax Laws)), (b) as an adjustment to the purchase price paid pursuant to a Separate Conveyancing Instrument or (c) as payments of an assumed or retained liability.

Section 12.02 *Interest Under This Agreement*. Notwithstanding anything herein to the contrary, to the extent one Party ("**Indemnitor**") makes a payment of interest to another Party ("**Indemnitee**") under this Agreement with respect to the period from the date that the Indemnitee made a payment of Tax to a Tax Authority to the date that the Indemnitor reimbursed the Indemnitee for such Tax payment, the interest payment shall be treated as interest expense to the Indemnitor (deductible to the extent provided by Law) and as interest income by the Indemnitee (includible in income to the extent provided by Law). The amount of the payment shall not be adjusted to take into account any associated Tax Benefit to the Indemnitor or increase in Tax to the Indemnitee.

Article 13. Disagreements.

Section 13.01 *Discussion*. The Parties mutually desire that friendly collaboration will continue between them. Accordingly, they will endeavor, and they will cause their respective Group members to endeavor, to resolve in an amicable manner all disagreements and misunderstandings connected with their respective rights and obligations under this Agreement, including any amendments hereto. In furtherance thereof, in the event of any dispute or disagreement between any member of the Viking Group, on the one hand, and any member of the Parent Group or any member of the SpinCo Group, on the other hand, as to the interpretation of any provision of this Agreement or the performance of obligations hereunder (a "**Dispute**"), the Tax departments of the Parties shall negotiate in good faith to resolve the Dispute.

Section 13.02 *Escalation*. If such good faith negotiations do not resolve the Dispute, the Parties shall either appoint a nationally recognized independent public accounting firm (the "**Accounting Firm**") to resolve such dispute or, if any Party does not consent to the appointment of the Accounting Firm, such Party, subject to Section 16.03 and Section 16.10, may submit the dispute (or such series of related disputes) to any court of competent jurisdiction as set forth in Section 16.03. The Accounting Firm, if appointed, shall make determinations with respect to the disputed items based solely on representations made by Viking, SpinCo, Parent, and members of their respective Groups, and not by independent review, and shall function only as an expert and not as an arbitrator and shall be required to make a determination in favor of one Party only. The Parties shall require the Accounting Firm to resolve all disputes submitted to it no later than thirty (30) days after such submission, but in no event later than any due date for the payment of Taxes or the filing of the applicable Tax Return, if applicable, and agree that all decisions by the Accounting Firm with respect thereto shall be final and conclusive and binding on the Parties. The Accounting Firm shall resolve all disputes submitted to it in a manner consistent with this Agreement and, to the extent not inconsistent with this Agreement, in a manner consistent with the past practices of the Viking Group, except as otherwise required by applicable Law. The Parties shall require the Accounting Firm to render all determinations in writing and to set forth, in reasonable detail, the basis for such determination. The fees and expenses of the Accounting Firm shall be borne equally by the Parties.

Article 14. Late Payments. Any amount owed by one Party to another Party under this Agreement which is not paid when due shall bear interest at 4.0% per annum, or, if less, the maximum interest rate allowable under applicable Law in the applicable jurisdiction, compounded quarterly, from the due date of the payment to the date paid. To the extent interest required to be paid under this Article 14 duplicates interest required to be paid under any other provision of this Agreement, interest shall be computed at the higher of the interest rate provided under this Article 14 or the interest rate provided under such other provision.

Article 15. Expenses. Except as otherwise provided in this Agreement, each Party and its Affiliates shall bear their own expenses incurred in connection with preparation of Tax Returns, Tax Contests, and other matters related to Taxes under the provisions of this Agreement.

Article 16. General Provisions.

Section 16.01 *Corporate Power; Facsimile Signatures*.

(a) Viking represents on behalf of itself and on behalf of other members of the Viking Group, SpinCo represents on behalf of itself and on behalf of other members of the SpinCo Group, and Parent represents on behalf of itself and on behalf of its Subsidiaries, as follows:

(i) each such Person has the requisite corporate power and authority and has taken all corporate action necessary in order to execute, deliver and perform this Agreement and to consummate the transactions contemplated hereby; and

(ii) this Agreement has been duly executed and delivered by it and constitutes a valid and binding agreement of it enforceable in accordance with the terms hereof.

(b) Each Party acknowledges that it and each other Party may execute this Agreement by facsimile, stamp or mechanical signature, and that delivery of an executed counterpart of a signature page to this Agreement (whether executed by manual, stamp or mechanical 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 each such facsimile, stamp or mechanical signature (regardless of whether delivered in person, by mail, by courier, by facsimile or by email in .pdf) made in its respective name as if it were a manual signature delivered in person, agrees that it will 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 will 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 16.02 *Survival of Covenants*. Except as expressly set forth in this Agreement, the covenants and other agreements contained in this Agreement, and liability for the breach of any covenants and other agreements contained herein, shall survive each of the Reorganization, the Distribution and the Merger and shall remain in full force and effect.

Section 16.03 *Governing Law; Submission to Jurisdiction*. This Agreement, and all claims, disputes, controversies or causes of action (whether in contract, tort, equity or otherwise) that may be based upon, arise out of or relate to this Agreement (including any schedule or exhibit hereto) or the negotiation, execution or performance of this Agreement (including any claim, dispute, controversy or cause of action based upon, arising out of or related to any representation or warranty made in or in connection with this Agreement or as an inducement to enter into this Agreement) shall be governed by and construed in accordance with the internal Laws of the State of Delaware, without regard to any choice or conflict of law provision or rule (whether of the State of Delaware or any other jurisdiction) that would cause the application of the Laws of any jurisdiction other than the State of Delaware. Each of Viking and SpinCo, on behalf of itself and the members of its Group agrees that any Action (as such term is defined in the Separation and Distribution Agreement) related to this Agreement shall be brought exclusively in the Court of Chancery of the State of Delaware or, if under applicable Law, exclusive jurisdiction over such matter is vested in the federal courts, any federal court in the State of Delaware and any appellate court from any thereof (the "**Chosen Courts**"). By executing and delivering this Agreement, each of the Parties irrevocably: (a) accepts generally and unconditionally submits to the exclusive jurisdiction of the Chosen Courts for any Action contemplated by this Section 16.03; (b) waives any objections which such Party may now or hereafter have to the laying of venue of any Action contemplated by this Section 16.03 and hereby further irrevocably waives and agrees not to plead or claim that any such Action has been brought in an inconvenient forum; (c) agrees that it will not attempt to deny or defeat the personal jurisdiction of the Chosen Courts by motion or other request for leave from any such court; (d) agrees that it will not bring any Action contemplated by this Section 16.03 in any court other than the Chosen Courts; (e) agrees that service of all process, including the summons and complaint, in any Action may be made by registered or certified mail, return receipt requested, to such party at their respective addresses provided in accordance with Section 16.03 or in any other manner permitted by Law; and (f) agrees that service as provided in the preceding clause (e) is sufficient to confer personal jurisdiction over such party in the Action, and otherwise constitutes effective and binding service in every respect. Each of the Parties agrees that a final judgment in any such Action in a Chosen Court as provided above may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by Law, and each Party further agrees to the non-exclusive jurisdiction of the Chosen Courts for the enforcement or execution of any such judgment.

Section 16.04 *Notices*. All notices, requests, claims, demands and other communications among the Parties under this Agreement shall be in writing and shall be deemed to have been duly given (a) when delivered in person, (b) when delivered after posting in the national mail having been sent registered or certified mail return receipt requested, postage prepaid, (c) when delivered by FedEx or other internationally recognized overnight delivery service or (d) when delivered by facsimile (solely if receipt is confirmed) or email (so long as the sender of such email does not receive an automatic reply from the recipient's email server indicating that the recipient did not receive such email), addressed as follows (or at such other address for a Party as shall be specified in a notice given in accordance with this Section 16.04):

If to Viking or, on or prior to the Distribution Date, to SpinCo, then to:

3M Company
3M Tax
3M Center, Building 224-5N-40
St. Paul, MN 55144-1000
Attention: Justin McGough, Vice President, Tax Planning
Email: jpmcgough@mmm.com

with a copy (which shall not constitute notice) to:

3M Company
3M Office of General Counsel
3M Center, Building 220-9E-02
St. Paul, MN 55144-1000
Attention: Michael Dai, Assistant Secretary
Email: dealnotices@mmm.com

and, in the case of SpinCo, with a copy (which shall not constitute notice) to:

Neogen Corporation
620 Lesher Place
Lansing, MI 48912
Attention: Amy Rocklin, Vice President and General Counsel
Email: ARocklin@neogen.com

If to Parent or, following the Distribution Date, to SpinCo, then to:

Neogen Corporation
620 Lesher Place
Lansing, MI 48912
Attention: Amy Rocklin, Vice President and General Counsel
Email: ARocklin@neogen.com

Section 16.05 *Headings*. The headings contained in this Agreement are inserted for convenience only and shall not be considered in interpreting or construing any of the provisions contained in this Agreement.

Section 16.06 *Amendment*. No provision of this Agreement may be amended or modified except by a written instrument signed by each of the Parties hereto, as applicable. In addition, unless the Merger Agreement shall have been terminated in accordance with its terms, any such amendment or modification shall be subject to the written consent of Parent, which consent shall not be unreasonably withheld, conditioned or delayed.

Section 16.07 *Waivers of Default*. A waiver by a Party of any default by another Party of any provision of this Agreement shall not be deemed a waiver by the waiving Party of any subsequent or other default. No failure or delay by a Party in exercising any right, power or privilege under this Agreement shall operate as a waiver thereof, nor shall a single or partial exercise thereof prejudice any other or further exercise thereof or the exercise of any other right, power or privilege. No waiver by any Party of any provision of this Agreement shall be effective unless explicitly set forth in writing and executed by the Party so waiving, and provided that, unless the Merger Agreement shall have been terminated in accordance with its terms, any waiver by SpinCo that is adverse in any material respect to Parent shall require the prior written consent of Parent.

Section 16.08 *Assignment; No Third-Party Beneficiaries*. This Agreement shall not be assigned by any Party without the prior written consent of the other Party, except that a Party may assign any or all of its rights and obligations under this Agreement in connection with a sale or disposition of any assets or entities or lines of business of such Party or in connection with a merger transaction in which such Party is not the surviving entity; provided, however, that in each case, no such assignment shall release such Party from any liability or obligation under this Agreement. The provisions of this Agreement and the obligations and rights under this Agreement shall be binding upon, inure to the benefit of and be enforceable by (and against) the Parties and their respective successors and permitted transferees and assigns. This Agreement is for the sole benefit of the Parties and members of their respective Groups and their permitted successors and assigns, and nothing in this Agreement, express or implied, is intended to or shall confer upon any other Person any legal or equitable right, benefit or remedy of any nature whatsoever under or by reason of this Agreement.

Section 16.09 *Specific Performance*. In the event of any actual or threatened default in, or breach of, any of the terms, conditions and provisions of this Agreement (except as otherwise provided therein), the Party or Parties who are, or are to be, thereby aggrieved shall have the right to specific performance and injunctive or other equitable relief (on an interim or permanent basis) of their rights under this Agreement. The Parties agree that the remedies at law for any breach or threatened breach, including monetary damages, may be inadequate compensation for any loss and that any defense in any action for specific performance that a remedy at law would be adequate is waived. Any requirements for the securing or posting of any bond with such remedy are waived by each of the Parties. Nothing in this section is intended to limit or waive the aggrieved Party's ability to pursue any other remedy to which it is entitled.

Section 16.10 *Waiver of Jury Trial*. **THE PARTIES HEREBY UNCONDITIONALLY AND IRREVOCABLY WAIVE THEIR RIGHT TO TRIAL BY JURY IN ANY JUDICIAL PROCEEDING IN ANY COURT RELATING TO ANY DISPUTE, CONTROVERSY OR CLAIM ARISING OUT OF, RELATING TO OR IN CONNECTION WITH THIS AGREEMENT (INCLUDING ANY SCHEDULE OR EXHIBIT HERETO) OR THE BREACH, TERMINATION OR VALIDITY OF THIS AGREEMENT OR THE NEGOTIATION, EXECUTION OR PERFORMANCE OF THIS AGREEMENT. NO PARTY SHALL SEEK A JURY TRIAL IN ANY LAWSUIT, PROCEEDING, COUNTERCLAIM OR ANY OTHER LITIGATION PROCEDURE BASED UPON, OR ARISING OUT OF, THIS AGREEMENT OR ANY RELATED INSTRUMENTS. NO PARTY WILL SEEK TO CONSOLIDATE ANY SUCH ACTION IN WHICH A JURY TRIAL HAS BEEN WAIVED WITH ANY OTHER ACTION IN WHICH A JURY TRIAL CANNOT BE OR HAS NOT BEEN WAIVED. EACH PARTY CERTIFIES THAT IT HAS BEEN INDUCED TO ENTER INTO THIS AGREEMENT OR INSTRUMENT BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS SET FORTH ABOVE IN THIS SECTION 16.10. NO PARTY HAS IN ANY WAY AGREED WITH OR REPRESENTED TO ANY OTHER PARTY THAT THE PROVISIONS OF THIS SECTION 16.10 WILL NOT BE FULLY ENFORCED IN ALL INSTANCES.**

Section 16.11 *Severability*. If any provision of this Agreement, or the application of any such provision to any Person or circumstance shall be held invalid, illegal or unenforceable in any respect by a court of competent jurisdiction, such invalidity, illegality or unenforceability shall not affect any other provision hereof. The Parties further agree that if any provision contained herein is, to any extent, held invalid or unenforceable in any respect under the Laws governing this Agreement, they shall take any actions necessary to render the remaining provisions of this Agreement valid and enforceable to the fullest extent permitted by Law and, to the extent necessary, shall amend or otherwise modify this Agreement to replace any provision contained herein that is held invalid or unenforceable with a valid and enforceable provision giving effect to the intent of the Parties.

Section 16.12 *Counterparts*. This Agreement may be executed in two or more counterparts (including by electronic or .pdf transmission), each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Delivery of any signature page by facsimile, electronic or .pdf transmission shall be binding to the same extent as an original signature page.

Section 16.13 *Force Majeure*. No Party (or any Person acting on its behalf) shall have any liability or responsibility for failure to fulfill any obligation (other than a payment obligation) under this Agreement so long as and to the extent to which the fulfillment of such obligation is prevented, frustrated, hindered or delayed as a consequence of circumstances of Force Majeure. A Party claiming the benefit of this provision shall, as soon as reasonably practicable after the occurrence of any such event, (a) notify the other Parties of the nature and extent of any such Force Majeure and (b) use due diligence to remove any such causes and resume performance under this Agreement or the applicable other Transaction Document as soon as feasible.

Section 16.14 *Termination*. This Agreement shall terminate simultaneously with the valid termination of the Merger Agreement prior to the Distribution. After the Distribution Time, this Agreement may not be terminated except by an agreement in writing signed by each of the Parties. In the event of such termination, this Agreement shall become void and no Party, or any of its officers and directors, shall have any liability to any Person by reason of this Agreement.

Section 16.15 *Rules of Construction*. Interpretation of this Agreement shall be governed by the following rules of construction: (a) words in the singular shall be held to include the plural and vice versa, and words of one gender shall be held to include the other gender as the context requires; (b) references to the terms "Article," "Section," "paragraph," "clause," "Exhibit" and "Schedule" are references to the Articles, Sections, paragraphs, clauses, Exhibits and Schedules of this Agreement unless otherwise specified; (c) the terms "hereof," "herein," "hereby," "hereto" and derivative or similar words refer to this entire Agreement, including the Schedules and Exhibits hereto; (d) references to "$" shall mean U.S. dollars; (e) the word "including" and words of similar import when used in this Agreement shall mean "including, without limitation," unless otherwise specified; (f) the word "or" shall not be exclusive; (g) references to "written" or "in writing" include in electronic form; (h) provisions shall apply, when appropriate, to successive events and transactions; (i) the table of contents and headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement; (j) Viking, SpinCo and Parent have each participated in the negotiation and drafting of this Agreement and if an ambiguity or question of interpretation should arise, this Agreement shall be construed as if drafted jointly by the Parties and no presumption or burden of proof shall arise favoring or burdening a Party by virtue of the authorship of any of the provisions in this Agreement or any interim drafts of this Agreement; and (k) a reference to any Person includes such Person's successors and permitted assigns.

Section 16.16 *Performance*. Viking will cause to be performed, and hereby guarantees the performance of, all actions, agreements and obligations set forth in this Agreement to be performed by any member of the Viking Group. SpinCo will cause to be performed, and hereby guarantees the performance of, all actions, agreements and obligations set forth in this Agreement to be performed by any member of the SpinCo Group. Parent will cause to be performed, and hereby guarantees the performance of, all actions, agreements and obligations set forth in this Agreement to be performed by Parent or any Subsidiary of Parent (including, from and after the Effective Time, the members of the SpinCo Group). Each Party (including its permitted successors and assigns) further agrees that it will (a) give timely notice of the terms, conditions and continuing obligations contained in this Section 16.16 to all of the other members of its Group, and (b) cause all of the other members of its Group not to take any action inconsistent with such Party's obligations under this Agreement or the transactions contemplated hereby or thereby.

Section 16.17 *Further Action*. The Parties shall execute and deliver all documents, provide all information, and take or refrain from taking action as may be reasonably necessary or appropriate to achieve the purposes of this Agreement, including the execution and delivery to the other Party and their Affiliates and representatives of such powers of attorney or other authorizing documentation as is reasonably necessary or appropriate in connection with Tax Contests (or portions thereof) under the control of such other Party in accordance with Article 9.

Section 16.18 *Integration*. This Agreement, together with each of the exhibits or schedules appended hereto, constitutes the entire agreement among the Parties with respect to the subject matter hereof and supersedes all prior agreements and understandings in respect of any Tax between or among any member or members of the Viking Group, any member or members of the SpinCo Group, and any member or members of the Parent Group. In the event of any inconsistency between this Agreement, the Merger Agreement, the Separation and Distribution Agreement, or any other Transaction Documents, with respect to the subject matter hereof, the provisions of this Agreement shall control.

Section 16.19 *No Double Recovery*. No provision of this Agreement shall be construed to provide an indemnity or other recovery for any costs, damages, or other amounts for which the damaged Party has been fully compensated under any other provision of this Agreement or under any other agreement or action at law or equity. Unless expressly required in this Agreement, a Party shall not be required to exhaust all remedies available under other agreements or at law or equity before recovering under the remedies provided in this Agreement.

Section 16.20 *Subsidiaries*. If, at any time, Viking, Parent, or SpinCo acquires or creates one or more subsidiaries that are includable in the Viking Group, Parent Group, or SpinCo Group, as applicable, they shall be subject to this Agreement and all references to the Viking Group, Parent Group, or SpinCo Group, as applicable, herein shall thereafter include a reference to such subsidiaries.

Section 16.21 *Successors*. This Agreement shall be binding on, and inure to the benefit of, any successor by merger, acquisition of assets, or otherwise, to any of the Parties (including, but not limited to, any successor of Viking, Parent, or SpinCo succeeding to the Tax Attributes of each under Section 381 of the Code), to the same extent as if such successor had been an original party to this Agreement.

[*The remainder of this page is intentionally left blank*.]

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed on the date first written above by their respective duly authorized officers.

3M COMPANY

By: /s/ Jeffrey Lavers
Name: Jeffrey Lavers
Title: Group President

GARDEN SPINCO CORPORATION

By: /s/ Justin McGough
Name: Justin McGough
Title: Assistant Treasurer

NEOGEN CORPORATION

By: /s/ John E. Adent
Name: John E. Adent
Title: President and Chief Executive Officer

[Signature Page to Tax Matters Agreement]

Exhibit 10.2

INTELLECTUAL PROPERTY CROSS LICENSE AGREEMENT

BY AND BETWEEN

3M COMPANY

3M INNOVATIVE PROPERTIES COMPANY

AND

GARDEN SPINCO CORPORATION

DATED AS OF SEPTEMBER 1, 2022

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INTELLECTUAL PROPERTY CROSS-LICENSE AGREEMENT

This INTELLECTUAL PROPERTY CROSS-LICENSE AGREEMENT (this "Agreement"), dated as of September 1, 2022, is entered into by and among 3M Company ("Company"), 3M Innovative Properties Company ("3M IPC"), both Delaware corporations, on the one hand, and Garden SpinCo Corporation, a Delaware corporation ("SpinCo"), on the other hand. Company, 3M IPC and SpinCo are collectively referred to herein as the "Parties" and individually referred to herein as a "Party." 3M IPC is a wholly owned subsidiary of Company.

RECITALS

WHEREAS, pursuant to that certain Separation and Distribution Agreement (as it may be amended, supplemented or otherwise modified in accordance with its terms, the "Separation and Distribution Agreement" or "SDA"), dated as of December 13, 2021, by and among Company, SpinCo and Neogen Corporation ("Parent"), Company intends to separate the SpinCo Business (as defined in the SDA) from the Company Business (as defined in the SDA) and to cause the SpinCo Assets (as defined in the SDA) to be transferred to SpinCo and its Subsidiaries upon the terms and subject to the conditions contained in the SDA;

WHEREAS, to facilitate and provide for an orderly transition in connection with the transactions contemplated by the Separation and Distribution Agreement, Company Licensors wish to grant to SpinCo and its Subsidiaries (in such capacity, the "SpinCo Licensees") licenses to certain Company Licensed Patents, Company Licensed Other IP and Company Licensed 3M Proprietary Manufacturing IP, and SpinCo and its Subsidiaries (in such capacity, the "SpinCo Licensors") wish to grant to Company and its Subsidiaries (in such capacity, the "Company Licensees") licenses to certain SpinCo Licensed Patents and SpinCo Licensed Other IP, in each case, as and to the extent set forth herein; and

WHEREAS, this Agreement constitutes the IP Cross-License Agreement referred to in the Separation and Distribution Agreement.

NOW, THEREFORE, in consideration of the mutual covenants contained in this Agreement, the Separation and Distribution Agreement and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties, intending to be legally bound, hereby agree as follows:

ARTICLE 1
DEFINITIONS

Section 1.1. **Certain Defined Terms**. Capitalized terms used but not otherwise defined herein shall have the meanings ascribed thereto in the Separation and Distribution Agreement. As used in this Agreement, the following terms shall have the following meanings, which shall control in the case of any conflict between the definitions set forth in the Separation and Distribution Agreement and this Agreement.

"3M Proprietary Manufacturing Technology" means the Technology described on Appendix A used in the operation of the SpinCo Business as of the Separation to the extent related to the manufacturing of the products of the SpinCo Business as of the Separation.

"Bankruptcy Code" means Title 11 of the United States Code.

"Change of Control" means, with respect to a Party, the occurrence after the Separation Date of any of the following: (a) a transaction whereby any Person or group (within the meaning of Section 13(d)(3) of the Securities Exchange Act of 1934, as amended) would acquire, directly or indirectly, voting securities representing more than fifty percent (50%) of the total voting power of such Party; (b) a merger, consolidation, recapitalization or reorganization of such Party, unless securities representing more than fifty percent (50%) of the total voting power of the legal successor to such Party as a result of such merger, consolidation, recapitalization or reorganization are immediately thereafter beneficially owned, directly or indirectly, by the Persons who beneficially owned such Party's outstanding voting securities immediately prior to such transaction; or (c) the sale of all or substantially all of the consolidated assets of such Party's Group. For the avoidance of doubt, no transaction contemplated by the Separation and Distribution Agreement shall be considered a Change of Control.

"Company Field" means the operation of the Company Business in substantially the same manner as the Company Business was operated as of the Separation or in the twelve (12) months immediately preceding the Separation, and natural evolutions and extensions of such Company Business (other than (i) the SpinCo Business as of the Separation or (ii) solely as a limitation on field of the patent license granted in Section 2.2, natural evolutions or extensions of the Company Business that are substantially the same as the SpinCo Business as of the Separation).

"Company Licensed 3M Proprietary Manufacturing IP" means all Trade Secrets and Copyrights owned or Controlled by any of the Company Licensors as of the Separation that are embodied in any of the 3M Proprietary Manufacturing Technology.

"Company Licensed Other IP" means all Intellectual Property Rights (other than Patents, Trademarks, Internet Properties, and Company Licensed 3M Proprietary Manufacturing IP) owned or Controlled by any of the Company Licensors as of the Separation that are embodied in any of the SpinCo Technology (other than 3M Proprietary Manufacturing Technology) or otherwise used or held for use in or on behalf of the SpinCo Business as of the Separation or in the twelve (12) months immediately preceding the Separation.

"Company Licensed Patents" means all Patents owned or Controlled by any of the Company Licensors as of the Separation that would be infringed by the operation of the SpinCo Business as of the Separation or in the twelve (12) months immediately preceding the Separation. For the purposes of the foregoing determination, a Patent issued after the Separation on a Patent application filed prior to, and owned or Controlled by any of the Company Licensors as of, the Separation shall be deemed to have been issued immediately prior to the Separation.

"Company Licensors" means Company and its Subsidiaries.

"Company Technology" means any and all Technology, including any know-how or knowledge of any employees of the Company Business, used in or held for use in the operation of the Company Business as of the Separation or in the twelve (12) months immediately preceding the Separation; provided that the Company Technology excludes the Clean-Trace Software.

"Controlled" means, with respect to any Intellectual Property Rights owned by a third party as of the Separation, the applicable Licensor has the ability to grant a license or other rights in, to or under such Intellectual Property Rights on the terms and conditions set forth herein without violating any Contract between such Licensor and such third party in effect as of the Separation and without payment or the granting of any additional consideration for the grant of such license; provided, that the Intellectual Property Rights will be excluded from being considered "Controlled" by virtue of any additional consideration only if the applicable Licensor notifies the applicable Licensee of such additional consideration and such Licensee does not agree to reimburse such Licensor for or otherwise bear such additional consideration.

"Exploit" means with respect to a license (a) to a Patent, the right to use, make, have made, offer to sell, sell, import, export and otherwise commercialize any invention or device, or practice any method or process, claimed in such Patent, and (b) to all other Intellectual Property Rights, the right to exercise and otherwise commercialize the relevant Intellectual Property Rights, including in the case of Copyrights, the right to reproduce, distribute, create derivative works, display and perform (publicly and otherwise, subject to any applicable confidentiality restrictions), and otherwise use, and in the case of Trade Secrets, the right to use and disclose (subject to any applicable confidentiality restrictions).

"Licensee(s)" means the Company Licensees or the SpinCo Licensees, as applicable, in their capacities as the licensees or grantees of the rights or licenses granted to them by the SpinCo Licensors or the Company Licensors, as applicable, pursuant to Article 2.

"Licensor(s)" means the Company Licensors or the SpinCo Licensors, as applicable, in their capacities as the licensors or grantors of any rights or licenses granted by them to the SpinCo Licensees or the Company Licensees, as applicable, pursuant to Article 2.

"SpinCo Field" means the operation of the SpinCo Business and after the Separation all of SpinCo's natural evolutions and extensions thereof (other than (i) the Company Business as of the Separation or (ii) solely as a limitation on the field of the patent license granted in Section 2.1(a), natural evolutions or extensions of the SpinCo Business that are substantially the same as the Company Business as of the Separation).

"SpinCo Licensed Other IP" means all Intellectual Property Rights (other than Patents, Trademarks, Internet Properties and the Trade Secrets described on Appendix B) owned or Controlled by any of the SpinCo Licensors as of the Separation or otherwise transferred to the SpinCo Licensors pursuant to any other Transaction Agreement, in each case that are embodied in any of the Company Technology or otherwise used in the Company Business as of the Separation or in the twelve (12) months immediately preceding the Separation.

"SpinCo Licensed Patents" means (a) the Patents set forth on Schedule 2.2(a)(vii)(1) of the SDA, (b) any Patent that issues after the Separation that claims priority to any Patent in clause (a) (except for those claims included in a continuation-in-part that are not supported by any disclosure in the applicable parent Patent), and (c) any foreign counterparts to any of the foregoing, but in each case, solely to the extent such Patents would be infringed by the operation of the Company Business as of the Separation or in the twelve (12) months immediately preceding the Separation.

Section 1.2. **Other Definitions**. As used herein, the following terms have the meanings set forth in the Sections set forth below.

Term	Section
Acquired Business	Section 6.4
Acquired Party	Section 6.4
Acquiring Party	Section 6.4
Agreement	Preamble
Company	Preamble
Company Licensees	Recitals
Parent	Recitals
Parties	Preamble
Party	Preamble
SDA	Recitals
Separation and Distribution Agreement	Recitals
SpinCo	Preamble
SpinCo Licensees	Recitals
SpinCo Licensors	Recitals

ARTICLE 2
LICENSE GRANTS

Section 2.1. **Grants by Company Licensors**. Subject to the terms and conditions of this Agreement, Company, on behalf of itself and its Subsidiaries, agrees to grant, and hereby grants, to the SpinCo Licensees an irrevocable, royalty-free, fully paid-up, non-exclusive, worldwide, non-transferable (except in accordance with Section 6.4) and non-sublicensable (except in accordance with Section 2.3 and Section 2.4):

(a) under the Company Licensed Patents and the Company Licensed Other IP to Exploit the Company Licensed Patents and the Company Licensed Other IP in the SpinCo Field, including in connection with any products or services of the SpinCo Business, the SpinCo Technology and the 3M Proprietary Manufacturing Technology, in each case solely within the SpinCo Field; provided that the foregoing license does not extend to the Company Licensed 3M Proprietary Manufacturing IP, which is subject to the license in Section 2.1(b); and

(b) under the Company Licensed 3M Proprietary Manufacturing IP (subject to Section 4.2) for any and all internal uses in connection with the manufacture of any products of the SpinCo Business by SpinCo Licensees, for sale by a SpinCo Licensee solely in the SpinCo Field, and any and all other uses solely in the SpinCo Field consistent with uses by the SpinCo Business as of the Separation or in the twelve (12) months immediately preceding the Separation.

Any exercise or other Exploitation of the Company Licensed Patents, the Company Licensed Other IP or the Company Licensed 3M Proprietary Manufacturing IP by any of the SpinCo Licensees, or any sublicensee thereof (as applicable), outside the scope of the licenses granted in this Section 2.1 is expressly prohibited.

Section 2.2. **Grants by SpinCo Licensors**. Subject to the terms and conditions of this Agreement, Company Licensees hereby retain, and SpinCo, on behalf of itself and its Subsidiaries, agrees to grant, and hereby grants, to the Company Licensees, an irrevocable, royalty-free, fully paid-up, non-exclusive, worldwide, non-transferable (except in accordance with Section 6.4) and non-sublicensable (except in accordance with Section 2.3 and Section 2.4) license under the SpinCo Licensed Patents and the SpinCo Licensed Other IP to Exploit the SpinCo Licensed Patents and the SpinCo Licensed Other IP in the Company Field, including in connection with any products or services of the Company Business and the Company Technology, in each case solely within the Company Field. Any exercise or other Exploitation of the SpinCo Licensed Patents or the SpinCo Licensed Other IP by any of the Company Licensees, or any sublicensee thereof (as applicable), outside the scope of the licenses granted in this Section 2.2 is expressly prohibited.

Section 2.3. Rights of Affiliates & Subsidiaries.

(a) All rights and licenses granted in Section 2.1 and Section 2.2 are granted to SpinCo and Company, respectively, and to any entity that is a Subsidiary of such Licensee, but only for so long as such entity is a Subsidiary of Licensee, and, except as set forth in Section 2.3(b), will immediately and automatically terminate with respect to such entity as of the effective date when it ceases to be a Subsidiary of Licensee. In addition, SpinCo and Company may sublicense the rights and licenses granted in Section 2.1 and Section 2.2, respectively, and to any entity that is an Affiliate of such Licensee, but only for so long as such entity is an Affiliate of Licensee, and, except as set forth in Section 2.3(b), such sublicense will immediately and automatically terminate with respect to such entity as of the effective date when it ceases to be an Affiliate of Licensee.

(b) Notwithstanding the foregoing, if such entity ceases to be a Subsidiary or Affiliate of Licensee, as applicable, including by way of a divestiture, spin-off, split-off or similar transaction, the licenses granted in Section 2.1 and Section 2.2 or the sublicenses granted in Section 2.3(a), as applicable, shall continue to apply to such entity, but only with respect to the line of business that it is engaged in at the effective time of such cessation as a Subsidiary or Affiliate of Licensee, as applicable, and all natural evolutions and extensions thereof; provided that such entity or its successor provides the applicable Licensors hereunder with written notice of its change in status as a Subsidiary or Affiliate of Licensee, as applicable, and agrees in writing to be bound by the terms of this Agreement, including any license limitations.

Section 2.4. Sublicensing; Third Party Rights.

(a) Subject to Section 2.4(c), each SpinCo Licensee may sublicense the license granted in Section 2.1(a), other than with respect to the license granted under the Company Licensed Patents which licenses are not sublicenseable, and each Company Licensee may sublicense the license granted in Section 2.2, other than with respect to the license granted under the SpinCo Licensed Patents which licenses are not sublicenseable, to a third party solely in connection with the operation of the SpinCo Business or the Company Business, respectively, including in connection with the Exploitation or licensing of its respective Technology, products and services.

(b) SpinCo Licensees shall not sublicense the license granted to them in Section 2.1(b); provided, however, subject to Article 4 and Section 2.4(c), a SpinCo Licensee may disclose Company Licensed 3M Proprietary Manufacturing IP to a third party, and such third parties are permitted to use such Company Licensed 3M Proprietary Manufacturing IP, in each case solely to the extent necessary for such third party to manufacture products for SpinCo Licensees for first commercial sale of such products by SpinCo Licensees (or sale on behalf of the SpinCo Licensees by their distributors in such capacity).

(c) Each Licensee shall, and shall cause its sublicensees or third party manufacturer or distributor, as the case may be, to, comply with Section 4.1 and shall not disclose Trade Secrets or confidential information of the applicable Licensors to a sublicensee, except pursuant to a written agreement containing confidentiality and non-disclosure obligations that are no less restrictive than those in this Section 2.4 and Section 4.1. Each Licensee shall be responsible and liable hereunder for any act or omission of a sublicensee or a Person to whom it discloses Trade Secrets and confidential information as if such act or omission were taken by the applicable Licensee directly. Sublicensees or third parties to whom Trade Secrets and confidential information is disclosed shall not be permitted to grant any further sublicenses or permit any further disclosure.

Section 2.5. **Have Made Rights**. Licensees understand and acknowledge that the "make" and "have made" rights granted to them under the Company Licensed Patents or the SpinCo Licensed Patents in Section 2.1 or Section 2.2, as applicable, are intended to cover only such Licensees' own products, the design of which is exclusively owned by such Licensees or their Affiliates and are not intended to cover foundry or contract manufacturing activities that such Licensees or their Affiliates may undertake on behalf of third parties, whether directly or indirectly, or the manufacture of third party products by Licensees. Notwithstanding the foregoing and the inclusion of the "make" and "have made" rights with respect to the Patents licensed under Section 2.1(a) and Section 2.2, Licensees shall not sublicense the Patents licensed to them in Section 2.1(a) and Section 2.2, as applicable, to a third party and Licensees shall not exercise their "make" or "have made" rights in a manner that would have the effect of granting a sublicense to a third party. Notwithstanding the foregoing, the Parties acknowledge and agree that it shall not constitute a breach of Section 2.4(a) or this Section 2.5 by any Licensee if such Licensee purports to grant any of its third party manufacturers a sublicense under the Company Licensed Patents or the SpinCo Licensed Patents, as the case may be, solely in connection with Licensee's exercise of its have made rights granted under Section 2.1 or Section 2.2, as applicable.

Section 2.6. **Sale of Licensed IP**. Should any Licensor sell, assign, transfer, exclusively license or otherwise dispose of its rights in or to any of the Intellectual Property Rights owned by it and licensed to the other Party hereunder, such sale, assignment, transfer, exclusive license or other disposal shall be subject to the licenses granted under this Agreement.

Section 2.7. **No Other Rights; Retained Ownership; Limitations**. Each Party acknowledges and agrees that its rights and licenses to the other Party's Intellectual Property Rights are solely as set forth in, and as may be limited by, this Agreement. Each of the Company Licensors and the SpinCo Licensors retains sole ownership of the Intellectual Property Rights owned and licensed by it in Section 2.1 and Section 2.2, respectively. Notwithstanding anything to the contrary set forth in this Agreement, this Agreement grants to the Licensees no right or license to any Intellectual Property Rights that the Licensors may own or Control now or in the future, except as expressly set forth in Section 2.1 and Section 2.2, respectively, whether by implication, estoppel or otherwise. All rights, titles, and interests not specifically and expressly granted hereunder or otherwise in the Separation and Distribution Agreement or other Ancillary Agreement are expressly reserved.

ARTICLE 3
DISCLAIMER OF WARRANTIES; LIMITATION OF LIABILITY

Section 3.1. **DISCLAIMER OF WARRANTIES**. ALL LICENSES AND RIGHTS GRANTED HEREUNDER ARE GRANTED ON AN AS-IS BASIS WITHOUT REPRESENTATION OR WARRANTY OF ANY KIND. NO REPRESENTATIONS OR WARRANTIES WHATSOEVER, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, CUSTOM, TRADE, NON-INFRINGEMENT, NON-VIOLATION OR NON-MISAPPROPRIATION OF THIRD-PARTY INTELLECTUAL PROPERTY, ARE MADE OR GIVEN BY OR ON BEHALF OF A PARTY. ALL SUCH REPRESENTATIONS AND WARRANTIES, WHETHER ARISING BY OPERATION OF LAW OR OTHERWISE, ARE HEREBY EXPRESSLY EXCLUDED AND DISCLAIMED.

Section 3.2. **LIMITATION OF LIABILITY**. IN NO EVENT SHALL A PARTY, ITS AFFILIATES OR THEIR RESPECTIVE REPRESENTATIVES BE LIABLE TO THE OTHER PARTY FOR ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE OR CONSEQUENTIAL DAMAGES IN ANY WAY RELATED TO OR ARISING FROM THIS AGREEMENT OR THE INTELLECTUAL PROPERTY RIGHTS LICENSED HEREIN, UNDER ANY THEORY OF LAW, INCLUDING, CONTRACT, TORT OR STRICT LIABILITY, WHETHER OR NOT THE OTHER PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

Section 3.3. **General Disclaimer**. Nothing contained in this Agreement shall be construed as:

(a) a warranty or representation by either Party as to the validity, enforceability or scope of any Intellectual Property Rights;

(b) an agreement by either Party to maintain any Intellectual Property Rights in force;

(c) an agreement by either Party to bring or prosecute actions or suits against any third party for misappropriation, infringement or other violation of Intellectual Property Rights or any other right, or conferring upon either Party any right to bring or prosecute such actions or suits;

(d) conferring upon either Party any right to use in advertising, publicity or otherwise any Trademark, trade name or names, or any contraction, abbreviation or simulations thereof, of the other Party;

(e) conferring upon either Party by implication, estoppel or otherwise, any license or other right, except the licenses and rights expressly granted hereunder; or

(f) an obligation to provide any technical information, know-how, consultation, technical services or other assistance or deliverables to the other Party.

ARTICLE 4
CONFIDENTIALITY

Section 4.1. **Confidentiality**. Notwithstanding the transfer or disclosure of any Technology or grant or retention of any license to a Trade Secret or other proprietary right in confidential information to or by a Party hereunder, during the term of this Agreement and thereafter in perpetuity (subject to Section 4.3), each Party agrees on behalf of itself and its Affiliates that (a) it (and each of its Affiliates) shall treat the Trade Secrets and confidential information of the other Party with at least the same degree of care as they treat their own similar Trade Secrets and confidential information, but in no event with less than reasonable care, and (b) neither Party (nor any of its Affiliates) may use or disclose the Trade Secrets or confidential information, as applicable, licensed or disclosed to it by the other Party under this Agreement, except in accordance with its respective license granted in Article 2. Nothing herein will limit either Party's ability to enforce its rights against any third party that misappropriates or attempts to misappropriate any Trade Secret or confidential information from it, regardless of whether it is an owner or licensee of such Trade Secret or confidential information.

Section 4.2. **Security of 3M Proprietary Manufacturing Technology**. Without limiting the generality of Section 4.1, SpinCo Licensees shall, during the term of this Agreement and thereafter in perpetuity (subject to Section 4.3): (a) limit the use of or access to the Company Licensed 3M Proprietary Manufacturing IP to their employees who have a need to use or access such Company Licensed 3M Proprietary Manufacturing IP for the purposes of exercising the SpinCo Licensees' rights hereunder and to their authorized third party manufacturers or distributers (subject to Sections 2.4 (b) and (c)); (b) provide appropriate training with respect to the protection of the confidentiality of the Company Licensed 3M Proprietary Manufacturing IP prior to allowing such use or access; (c) limit such employees' or third parties' access to only the part(s) of such Company Licensed 3M Proprietary Manufacturing IP that are necessary for such use or access, solely during the period such use or access is necessary for the purposes of exercising the SpinCo Licensees' rights hereunder; and (d) not otherwise disclose the Company Licensed 3M Proprietary Manufacturing IP or any part thereof to any third party.

Section 4.3. **Exceptions**. Notwithstanding anything to the contrary contained herein, each Party acknowledges and agrees that the other Party's confidentiality and security obligations with respect to Trade Secrets, confidential information, and 3M Proprietary Manufacturing Technology set forth in this Agreement do not apply to any such Trade Secrets, confidential information, or 3M Proprietary Manufacturing Technology that the recipient can demonstrate: (a) are publicly available or is otherwise in the public domain at the time of disclosure; (b) become part of the public domain after disclosure by any means other than breach of this Agreement by the recipient; (c) are obtained by the recipient, free of any obligations of confidentiality, from a third party who has a lawful right to disclose it; or (d) is independently developed by the recipient by persons not having access to, or prior knowledge of, any such Trade Secrets, confidential information, or 3M Proprietary Manufacturing Technology.

ARTICLE 5
TERM

Section 5.1. **Term and Termination**. The term of this Agreement shall commence on the date hereof and shall continue until the expiration of the last-to-expire of the Intellectual Property Rights licensed under this Agreement, if ever; provided that (a) with respect to each Patent, the license to such Patent granted pursuant to Section 2.1(a) or Section 2.2 will expire upon the expiration of the term of such Patent, (b) with respect to each Copyright, the license to such Copyright granted pursuant to Section 2.1 or Section 2.2 will expire upon the expiration of the term of such Copyright, and (c) with respect to any other Intellectual Property Rights, the licenses are perpetual.

Section 5.2. **Survival**. The terms and conditions of the following provisions shall survive any termination or expiration of this Agreement: Article 1, Article 2 (as set forth above in Section 5.1), Article 4, this Section 5.2 and Article 6. The termination of this Agreement will not relieve either Party of any liability under this Agreement that accrued prior to such termination.

ARTICLE 6
MISCELLANEOUS

Section 6.1. **Intellectual Property Rights under Bankruptcy Code**. All rights and licenses granted under or pursuant to this Agreement are, and shall otherwise be deemed to be, for purposes of Section 365(n) of the Bankruptcy Code, licenses for rights to "intellectual property" within the scope of Section 101 of the Bankruptcy Code. The Parties agree that each Licensee of such rights under this Agreement shall retain and may fully exercise all of its rights and elections under the Bankruptcy Code. The Parties further agree that, in the event of the commencement of bankruptcy proceedings by or against a Licensor under the Bankruptcy Code, the Licensee shall be entitled to retain all of its Intellectual Property Rights under this Agreement. In addition, the Parties understand and agree that this Agreement shall be construed as a "supplementary" agreement pursuant to Section 365(n) of the Bankruptcy Code. Each Party irrevocably waives all arguments and defenses arising under 11 U.S.C. Sec. 365(c)(1) or successor provisions to the effect that applicable Law excuses such Party from accepting performance from or rendering performance to an entity other than the debtor or debtor-in-possession as a basis for opposing assumption of this Agreement in a case under Chapter 11 of the Bankruptcy Code to the extent that such consent is required under 11 U.S.C. Sec. 365(c)(1) or any successor statute.

Section 6.2. **Notices**. All notices and other communications among the Parties under this Agreement shall be in writing and shall be deemed to have been duly given (a) when delivered in person, (b) when delivered after posting in the national mail having been sent registered or certified mail return receipt requested, postage prepaid, (c) when delivered by FedEx or other internationally recognized overnight delivery service or (d) when delivered by facsimile (solely if receipt is confirmed) or email (so long as the sender of such email does not receive an automatic reply from the recipient's email server indicating that the recipient did not receive such email), addressed as follows (or at such other address for a Party as shall be specified in a notice given in accordance with this Section 6.2):

If to Company, then to:

3M Company
3M Health Care Business Group
3M Center, Building 220-14E-13
St. Paul, MN 55144-1000
Attention: , Group President
Email: dealnotices@mmm.com

with a copy to:

3M Company
3M Office of General Counsel
3M Center, Building 220-9E-02
St. Paul, MN 55144-1000
Attention: Michael Dai, Secretary
Email: dealnotices@mmm.com

with a copy to:

3M Innovative Properties Company
Office of Intellectual Property Counsel
3M Center, Building 220-9E-02
St. Paul, MN 55144-1000
Attention: Chief Intellectual Property Counsel
Email: dealnotices@mmm.com

with a copy (which shall not constitute notice) to:

Wachtell, Lipton, Rosen & Katz
51 West 52nd Street
New York, New York 10019
Attention: Steven A. Rosenblum
Jenna E. Levine
Email: SARosenblum@wlrk.com
JELevine@wlrk.com

If, to SpinCo, then to:

Neogen Corporation
620 Lesher Place
Lansing, MI 48912
Attention: Amy Rocklin, Vice President and General Counsel
Email: ARocklin@neogen.com

with a copy (which shall not constitute notice) to:

Weil, Gotshal & Manges LLP
767 Fifth Avenue
New York, NY 10153
Telephone: (212) 310-8000
Attention: Michael J. Aiello
Eoghan P. Keenan
E-mail: michael.aiello@weil.com
eoghan.keenan@weil.com

Section 6.3. **No Obligation**. Nothing set forth herein shall restrict either Party from transferring, assigning or licensing any Intellectual Property Rights owned by it and licensed to the other Party hereunder; provided that any transfer or assignment of any Intellectual Property Rights licensed to a Party hereunder shall be subject to the licenses granted in this Agreement.

Section 6.4. **Successors and Assigns**. This Agreement shall be binding upon and inure to the benefit of and be enforceable by the Parties and their respective permitted successors and assigns; provided that neither this Agreement nor any of the rights and benefits of a Licensee Party hereunder may be assigned to, or assumed by, a third party (whether by operation of Law or otherwise, including in connection with, or as a result of, a Change of Control) without the express prior written consent of the other Party. Notwithstanding the foregoing, subject to, and except as provided in Section 6.5, no such consent shall be required for the assignment or assumption of a Party's rights, licenses or obligations under this Agreement in whole or in relevant part, in connection with, or as a result of a Change of Control of a Party (such Party, the "Acquired Party") or the sale or other disposition of all or substantially all of the business or assets of a Party or its Affiliates to which this Agreement relates (such business or assets, the "Acquired Business"); provided that the resulting, surviving or transferee Person or acquirer of the Acquired Business (the "Acquiring Party") (a) assumes all of the applicable obligations of the Acquired Party by operation of Law or by express assignment, as the case may be, and (b) delivers to the other Party, prior to or concurrently with the consummation of any transaction resulting in a Change of Control, an express acknowledgement regarding the limitations on the licenses granted hereunder to the Acquired Party as a result of such Change of Control or sale or disposition.

Section 6.5. **Limitations on Change of Control. In the event of a Change of Control**:

(a) where Company or 3M IPC is the Acquired Party, the license granted to the applicable Company Licensees of the SpinCo Licensed Patents set forth in Section 2.2 will be transferrable to, or assumable by, the Acquiring Party in whole or in part in accordance with Section 6.4, but shall become limited and shall not extend to any product or service or business of the Acquiring Party or its Affiliates that are sold, distributed, provided or otherwise commercialized at any time, if such product, service or business was commercialized or conducted prior to the date of the consummation of such Change of Control of Company or 3M IPC (as applicable); and

(b) where SpinCo is the Acquired Party, the licenses granted to the SpinCo Licensees of the Company Licensed Patents set forth in Section 2.1(a) and the Company Licensed 3M Proprietary Manufacturing IP set forth in Section 2.1(b) will be transferrable to, or assumable by, the Acquiring Party in whole or in part in accordance with Section 6.4, but shall become limited and shall not extend to any product or service or business of the Acquiring Party or its Affiliates that are sold, distributed, provided or otherwise commercialized at any time, if such product, service or business was commercialized or conducted prior to the date of the consummation of such Change of Control of SpinCo.

Section 6.6. **Headings**. The headings contained in this Agreement are inserted for convenience only and shall not be considered in interpreting or construing any of the provisions contained in this Agreement.

Section 6.7. **Entire Agreement**. This Agreement (including the Schedules hereto) and the Transaction Documents (as defined in the SDA) constitute the entire agreement between the Parties with respect to the subject matter hereof and supersede all prior agreements and understandings between the parties with respect to such subject matter; provided, however, for the sake of clarity, it is understood that this Agreement shall not supersede the terms and provisions of the SDA, which shall survive and remain in effect until expiration or termination thereof in accordance with its respective terms.

Section 6.8. **Amendment**. No provision of this Agreement may be amended or modified except by a written instrument signed by each of the parties hereto or thereto, as applicable. In addition, unless the Merger Agreement (as defined in the SDA) shall have been terminated in accordance with its terms, any such amendment or modification shall be subject to the written consent of Parent, which consent shall not be unreasonably withheld, conditioned or delayed.

Section 6.9. **Waivers of Default**. A waiver by a Party of any default by the other Party of any provision of this Agreement shall not be deemed a waiver by the waiving Party of any subsequent or other default. No failure or delay by a Party in exercising any right, power or privilege under this Agreement shall operate as a waiver thereof, nor shall a single or partial exercise thereof prejudice any other or further exercise thereof or the exercise of any other right, power or privilege. No waiver by any Party of any provision of this Agreement shall be effective unless explicitly set forth in writing and executed by the Party so waiving. In addition, unless the Merger Agreement shall have been terminated in accordance with its terms, any such waiver by SpinCo shall be subject to the written consent of Parent, which consent shall not be unreasonably withheld, conditioned or delayed.

Section 6.10. **Governing Law**; Submission to Jurisdiction. This Agreement, and all claims, disputes, controversies or causes of action (whether in contract, tort, equity or otherwise) that may be based upon, arise out of or relate to this Agreement (including any schedule hereto) or the negotiation, execution or performance of this Agreement (including any claim, dispute, controversy or cause of action based upon, arising out of or related to any representation or warranty made in or in connection with this Agreement or as an inducement to enter into this Agreement) shall be governed by and construed in accordance with the Laws of the State of Delaware, without regard to any choice or conflict of law provision or rule (whether of the State of Delaware or any other jurisdiction) that would cause the application of the Laws of any jurisdiction other than the State of Delaware. Each of the Company, 3M IPC and SpinCo, on behalf of itself and the members of its Group agrees that any Action related to this Agreement shall be brought exclusively in the federal or state courts located in the state of Delaware. By executing and delivering this Agreement, each of the Parties irrevocably: (a) accepts generally and unconditionally submits to the exclusive jurisdiction of the Chosen Courts for any Action contemplated by this Section 6.10; (b) waives any objections which such Party may now or hereafter have to the laying of venue of any Action contemplated by this Section 6.10 and hereby further irrevocably waives and agrees not to plead or claim that any such Action has been brought in an inconvenient forum; (c) agrees that it will not attempt to deny or defeat the personal jurisdiction of the Chosen Courts by motion or other request for leave from any such court; (d) agrees that it will not bring any Action contemplated by this Section 6.10 in any court other than the Chosen Courts; (e) agrees that service of all process, including the summons and complaint, in any Action may be made by registered or certified mail, return receipt requested, to such Party at their respective addresses provided in accordance with Section 6.2 or in any other manner permitted by Law; and (f) agrees that service as provided in the preceding clause (e) is sufficient to confer personal jurisdiction over such Party in the Action, and otherwise constitutes effective and binding service in every respect. Each of the Parties agrees that a final judgment in any such Action in a Chosen Court as provided above may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by Law, and each Party further agrees to the non-exclusive jurisdiction of the Chosen Courts for the enforcement or execution of any such judgment.

Section 6.11. **Specific Performance**. In the event of any actual or threatened default in, or breach of, any of the terms, conditions and provisions of this Agreement, the Party or Parties who are, or are to be, thereby aggrieved shall have the right to specific performance and injunctive or other equitable relief (on an interim or permanent basis) of their rights under this Agreement; provided that such relief shall not include the termination or revocation of any licenses granted hereunder. The Parties agree that the remedies at law for any breach or threatened breach, including monetary damages, may be inadequate compensation for any loss and that any defense in any action for specific performance that a remedy at law would be adequate is waived. Any requirements for the securing or posting of any bond with such remedy are waived by each of the Parties. Nothing in this Section 6.11 is intended to limit or waive the aggrieved Party's ability to pursue any other remedy to which it is entitled.

Section 6.12. **Waiver of Jury Trial**. THE PARTIES HEREBY UNCONDITIONALLY AND IRREVOCABLY WAIVE THEIR RIGHT TO TRIAL BY JURY IN ANY JUDICIAL PROCEEDING IN ANY COURT RELATING TO ANY DISPUTE, CONTROVERSY OR CLAIM ARISING OUT OF, RELATING TO OR IN CONNECTION WITH THIS AGREEMENT (INCLUDING ANY SCHEDULE HERETO) OR THE BREACH, TERMINATION OR VALIDITY OF SUCH AGREEMENTS OR THE NEGOTIATION, EXECUTION OR PERFORMANCE OF SUCH AGREEMENT. NO PARTY TO THIS AGREEMENT SHALL SEEK A JURY TRIAL IN ANY LAWSUIT, PROCEEDING, COUNTERCLAIM OR ANY OTHER LITIGATION PROCEDURE BASED UPON, OR ARISING OUT OF, THIS AGREEMENT OR ANY RELATED INSTRUMENTS. NO PARTY WILL SEEK TO CONSOLIDATE ANY SUCH ACTION IN WHICH A JURY TRIAL HAS BEEN WAIVED WITH ANY OTHER ACTION IN WHICH A JURY TRIAL CANNOT BE OR HAS NOT BEEN WAIVED. EACH PARTY TO THIS AGREEMENT CERTIFIES THAT IT HAS BEEN INDUCED TO ENTER INTO THIS AGREEMENT OR INSTRUMENT BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS SET FORTH ABOVE IN THIS SECTION 6.12. NO PARTY HAS IN ANY WAY AGREED WITH OR REPRESENTED TO ANY OTHER PARTY THAT THE PROVISIONS OF THIS SECTION 6.12 WILL NOT BE FULLY ENFORCED IN ALL INSTANCES.

Section 6.13. **Severability**. If any provision of this Agreement, or the application of any such provision to any Person or circumstance shall be held invalid, illegal or unenforceable in any respect by a court of competent jurisdiction, such invalidity, illegality or unenforceability shall not affect any other provision hereof. The Parties further agree that if any provision contained herein is, to any extent, held invalid or unenforceable in any respect under the Laws governing this Agreement, they shall take any actions necessary to render the remaining provisions of this Agreement valid and enforceable to the fullest extent permitted by Law and, to the extent necessary, shall amend or otherwise modify this Agreement to replace any provision contained herein that is held invalid or unenforceable with a valid and enforceable provision giving effect to the intent of the Parties.

Section 6.14. **Counterparts**. This Agreement may be executed in two or more counterparts (including by electronic or .pdf transmission), each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Delivery of any signature page by facsimile, electronic or .pdf transmission shall be binding to the same extent as an original signature page.

Section 6.15. **Rules of Construction**. Interpretation of this Agreement shall be governed by the following rules of construction: (a) words in the singular shall be held to include the plural and vice versa, and words of one gender shall be held to include the other gender as the context requires; (b) references to the terms "Article," "Section," "paragraph," "clause," "Exhibit" and "Schedule" are references to the Articles, Sections, paragraphs, clauses, Exhibits and Schedules of this Agreement unless otherwise specified; (c) the terms "hereof," "herein," "hereby," "hereto" and derivative or similar words refer to this entire Agreement, including the Schedules and Exhibits hereto; (d) references to "$" shall mean U.S. dollars; (e) the word "including" and words of similar import when used in this Agreement shall mean "including without limitation," unless otherwise specified; (f) the word "or" shall not be exclusive; (g) references to "written" or "in writing" include in electronic form; (h) provisions shall apply, when appropriate, to successive events and transactions; (i) the table of contents and headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement; (j) the Company and SpinCo have each participated in the negotiation and drafting of this Agreement and if an ambiguity or question of interpretation should arise, this Agreement shall be construed as if drafted jointly by the Parties and no presumption or burden of proof shall arise favoring or burdening either Party by virtue of the authorship of any of the provisions in this Agreement or any interim drafts of this Agreement; and (k) a reference to any Person includes such Person's successors and permitted assigns.

Section 6.16. **Relationship of the Parties**. Nothing contained herein shall be deemed to create a partnership, joint venture or similar relationship between the Parties. Neither Party is the agent, employee, joint venturer, partner, franchisee or representative of the other Party. Each Party specifically acknowledges that it does not have the authority to, and shall not, incur any obligations or responsibilities on behalf of the other Party. Notwithstanding anything to the contrary in this Agreement, each Party (and its officers, directors, agents, employees and members) shall not hold themselves out as employees, agents, representatives or franchisees of the other Party or enter into any agreements on such Party's behalf.

[*Signature Page Follows*]

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed as of the date first written above by their respective officers thereunto duly authorized.

3M COMPANY

By: /s/ Jeffrey Lavers
Name: Jeffrey Lavers
Title: Group President

3M INNOVATIVE PROPERTIES COMPANY

By: /s/ C. Michael Geise
Name: C. Michael Geise
Title: Secretary

GARDEN SPINCO CORPORATION

By: /s/ Jerry T. Will
Name: Jerry T. Will
Title: Vice President

Exhibit 10.3

Certain confidential information contained in this document, marked by brackets and asterisks ([* * *]), has been omitted because it is both (i) not material and (ii) would be competitively harmful if publicly disclosed.

TRANSITIONAL TRADEMARK LICENSE AGREEMENT

BY AND AMONG

3M COMPANY,

3M INNOVATIVE PROPERTIES COMPANY,

NEOGEN CORPORATION

AND

GARDEN SPINCO CORPORATION

DATED AS OF SEPTEMBER 1, 2022

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TRANSITIONAL TRADEMARK LICENSE AGREEMENT

This TRANSITIONAL TRADEMARK LICENSE AGREEMENT (this "Agreement"), dated as of September 1, 2022 is entered into by and among 3M Company ("Company") and 3M Innovative Properties Company ("3M IPC"), both Delaware corporations, on the one hand, and Garden SpinCo Corporation, a Delaware corporation ("SpinCo") and Neogen Corporation, a Michigan corporation ("Buyer"), on the other hand (collectively, the "Parties" and each individually, a "Party"). 3M IPC is a wholly owned subsidiary of 3M.

RECITALS

WHEREAS, Buyer, Company, SpinCo, and Nova RMT Sub, Inc., a Delaware corporation and a wholly-owned subsidiary of Buyer ("Merger Sub"), are parties to that certain Separation and Distribution Agreement, dated as of December 13, 2021 (the "Separation Agreement"), and that certain Agreement and Plan of Merger, dated as of December 13, 2021 (the "Merger Agreement" and, together with the Separation Agreement, the "Separation and Merger Agreements");

WHEREAS, pursuant to the Separation and Merger Agreements, (a) Company has agreed to transfer, and cause its Subsidiaries to transfer, to SpinCo, and SpinCo has agreed to assume from Company and its Subsidiaries, among others, the SpinCo Assets (the "Separation"), (b) in exchange for the transfer of the SpinCo Assets to SpinCo, Company will receive from SpinCo a distribution of all of the issued and outstanding shares of capital stock of SpinCo (the "Distribution"), and (c) shortly following the Distribution, Merger Sub has agreed to merge with and into SpinCo, with SpinCo as the surviving corporation of such merger (the "Merger"), in each case, pursuant to the terms and conditions of the Separation and Merger Agreements;

WHEREAS, this Agreement is a "Transaction Document" pursuant to the Separation and Merger Agreements;

WHEREAS, this Agreement is being entered into by the Parties (a) as a condition to the Closing and (b) as an accommodation of Buyer, Merger Sub and SpinCo in order to promote the orderly transition of the SpinCo Business, and to effectuate the orderly consummation of the transactions contemplated under the Separation and Merger Agreements;

WHEREAS, Company owns, controls or has rights to, in or under certain Company Trademarks that relate to or are used in connection with the SpinCo Business that are not being assigned to Buyer pursuant to the Separation and Merger Agreements;

WHEREAS, outside of the United States of America, 3M IPC is the exclusive licensor of such Licensed Trademarks;

WHEREAS, in order for Buyer to continue to use certain Licensed Trademarks in connection with the Business during the applicable Term (as defined in Section 8.1), it is necessary to establish certain licenses to Trademarks among the Parties; and

WHEREAS, in light of the foregoing, Company and 3M IPC have agreed to grant license rights to Buyer to certain Company Trademarks to be used during a limited transition period.

NOW, THEREFORE, in consideration of the premises and the mutual covenants and agreements contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties, intending to be legally bound, agree as follows:

ARTICLE 1
DEFINITIONS

Section 1.1 **Definitions**. Capitalized terms used but not otherwise defined herein shall have the meanings ascribed thereto in the Separation and Merger Agreements. As used in this Agreement, the following terms shall have the following meanings:

"3M IPC" has the meaning assigned in the preamble hereto.

"Buyer" has the meaning assigned in the preamble hereto.

"Change of Control" means with respect to any Person, (a) the sale of all or substantially all of the ownership interests in, or the assets of, such Person in a single transaction or a series of related transactions to one or more third parties, (b) any direct or indirect acquisition, consolidation or merger of such Person by, with or into any third party, or (c) any other corporate reorganization or single transaction or series of related transactions in which direct or indirect control of such Person is transferred to one or more third parties, including by transferring an excess of fifty percent (50%) of such Person's voting power, shares or equity, through a merger, consolidation, tender offer or similar transaction to one or more third parties.

"Closing Date" means the date of this Agreement.

"Combination Trademarks" means (a) the Trademark set forth in Appendix A to this Agreement and (b) other Trademarks consisting of any Company Trademark in combination with any Trademark included in the SpinCo Intellectual Property.

"Company" has the meaning assigned in the preamble hereto.

"Company Indemnified Party" means each of Company and its Affiliates and their respective equity holders, members, partners, agents, representatives, directors, officers, employees, successors and assigns.

"Company Trade Dress" means the trade dress, look-and-feel and visual identity of Company and its Affiliates and their respective products and services used by Company or its Subsidiaries immediately prior to the date hereof in connection with the SpinCo Business, as set forth and described in Appendix B to this Agreement.

"Distribution" has the meaning assigned in the recitals hereto.

"Licensee" means Buyer, SpinCo and each of their respective Affiliates.

"Licensed Existing Products" means all products existing in inventory as of the Closing Date that were manufactured, marketed, promoted or sold by or on behalf of the SpinCo Business under the Licensed Trademarks as of the Closing Date.

"Licensed Products" means all (a) Licensed Existing Products and (b) products similar in all material respects thereto that are manufactured, marketed, promoted or sold by or on behalf of the SpinCo Business by Licensee after the Closing Date. For clarity, "Licensed Products" shall include the Supported Products (as defined in the Transition Distribution Services Agreement) and the Products (as defined in the Transition Contract Manufacturing Agreement).

"Licensed Trademarks" means the Company Trademarks used on or in connection with the Licensed Existing Products or the SpinCo Business immediately prior to the Closing Date, including (a) Company's rights to "3M", (b) the Combination Trademarks and (c) the Company Trade Dress.

"Merger" has the meaning assigned in the recitals hereto.

"Merger Agreement" has the meaning assigned in the recitals hereto.

"Merger Sub" has the meaning assigned in the recitals hereto.

"Parties" and "Party" have the meaning assigned in the preamble hereto.

"Separation" has the meaning assigned in the recitals hereto.

"Separation Agreement" has the meaning assigned in the recitals hereto.

"Separation and Merger Agreements" has the meaning assigned in the recitals hereto.

"SpinCo" has the meaning assigned in the preamble hereto.

"Term" has the meaning set forth in Section 8.1.

"Trademark Usage Guidelines" means the trademark usage guidelines available at [* * *], as may be reasonably modified in Company's sole discretion from time to time upon reasonable notice to Buyer.

"Transitional Domain Names" means the domain names set forth in Appendix C to this Agreement.

ARTICLE 2
LICENSE GRANT; TRANSITIONAL DOMAIN NAME USE

Section 2.1 Transitional Trademark License.

(a) Subject to the terms and conditions of this Agreement, Company and 3M IPC, on behalf of themselves and their Subsidiaries, grant to Licensee a worldwide, royalty-free, non-exclusive, non-sublicensable and non-assignable (except as set forth in Section 9.2) license, during the Term, to use the Licensed Trademarks solely in connection with the marketing, promotion, distribution and sale (or having sold) of the Licensed Products (and on related promotional materials and literature, as set forth in Article 4); provided that such uses shall be solely in substantially the same manner used by the SpinCo Business as of the Closing Date and in connection with Licensee's transition from the Licensed Trademarks; provided further that Licensee uses commercially reasonable efforts to minimize use of such Licensed Trademarks.

(b) All rights not expressly granted herein are reserved by the Company. Without limiting the foregoing, (i) no use of the Licensed Trademarks shall be permitted except as provided in this Agreement, (ii) no rights to any other Trademarks are granted and (iii) no use of any Licensed Trademark shall be permitted on any product manufactured, marketed, promoted or sold by or on behalf of the SpinCo Business that is not a Licensed Product.

Section 2.2 **Third Party Use**. Licensee may permit Licensee's suppliers, distributors, resellers, consultants, independent contractors or other service providers to use the Licensed Trademarks solely in connection with the marketing, promotion, distribution and sale of the Licensed Products (and on related promotional materials and literature, as set forth in Article 4) in the ordinary course of business consistent with past practice of the SpinCo Business, solely for the purpose of performing services for or on behalf of Licensee, including as may be necessary under or required by any SpinCo Contract; provided that Licensee shall be responsible for any use of the Licensed Trademarks by any such Persons, and any action or omission of such Persons that would constitute a breach of this Agreement if committed by Licensee shall be deemed a breach of this Agreement by Licensee.

Section 2.3 **Transitional Domain Name Use**. As soon as reasonably practicable after the Closing Date, the Parties will make arrangements to automatically redirect, during the Term, website visitors to the Transitional Domain Names to a domain name selected by Licensee, and Licensee shall ensure that there appear, prominently placed on the landing page of such domain name, language to be agreed between the Parties describing the relationship between Company and Licensee that is intended to avoid consumer confusion as to the identity of the Parties and the products and serviced provided thereby; provided that such language shall include a readily observable language describing Licensee's arrangement with Company with respect to the Transitional Domain Names and Licensee's right to use the Licensed Trademarks as a licensee.

ARTICLE 3
QUALITY STANDARDS

Section 3.1 **Quality**. Licensee recognizes the importance to Company of Company's reputation and goodwill, and to the public of maintaining high, uniformly applied standards of quality in the manufacture of products bearing the Licensed Trademarks. In connection with the rights granted to Licensee under Section 2.1(a), Licensee (a) undertakes and agrees to use the Licensed Trademarks in accordance with the Trademark Usage Guidelines and this Agreement, (b) shall ensure that Licensed Products are at least of equal quality to the equivalent products marketed, distributed, sold or offered for sale by Company prior to the Closing Date, in which case such Licensed Products shall be deemed to comply with this Section 3.1 and (c) agrees not to engage in any business, activity, conduct, act or omission under or in association with the Licensed Trademarks that would tarnish, degrade, disparage or reflect adversely on Company, its Affiliates or their respective businesses or reputations, or the Licensed Trademarks. Licensee shall, in a manner consistent with Licensee's business practices, monitor the quality of all Licensed Products to ensure that they meet the requirement in the foregoing (b). Licensee will promptly make records of such monitoring and quality control practices available to Company for inspection upon reasonable request. Licensee will not market under the Licensed Trademarks any Licensed Products that are not in compliance with this provision.

Section 3.2 **Samples of Certain Licensed Products and Notice Regarding Quality**. Licensee agrees to furnish to Company, from time to time as requested, representative samples of Licensed Products (other than Licensed Existing Products) to which it affixed the Licensed Trademarks. If at any time, any Licensed Products (other than Licensed Existing Products) made or assembled by or for Licensee and bearing the Licensed Trademarks shall, in the reasonable opinion of Company, fail to conform in any material respect to the requirement set forth in Section 3.1(b), Company shall give Licensee notice of such failure. Licensee shall, as soon as reasonably practicable given the circumstances, employ commercially reasonable efforts to cure such failure. If the Licensee is unable to cure, or fails to make diligent progress towards curing in Company's reasonable and good faith discretion, such failure within thirty (30) days after such notice, Licensee shall immediately thereafter remove the Licensed Trademarks from all such non-conforming Licensed Products in its possession at its own cost. Subject to Section 8.2, Licensee may resume the marketing and sale of such Licensed Products after written notice from Company that all material failures previously identified with respect to such products have been cured.

ARTICLE 4
USE OF LICENSED TRADEMARKS

Section 4.1 **Manner of Use**. Licensee's use of the Licensed Trademarks on (a) the product packaging and printed material relating to the Licensed Products and (b) its advertising and marketing (including online) and other product literature for the Licensed Products shall, in each case of the foregoing clauses (a) and (b), be in a manner that is substantially consistent with those materials and literature used by Company or its Subsidiaries in connection with the Licensed Products as of the Closing Date. All uses of the Licensed Trademarks shall conform to the Company's Trademark Usage Guidelines, unless prior written approval for an alternative format is obtained from Company. Uses of the Licensed Trademarks on Licensed Products in a manner substantially identical to the use of such Licensed Trademarks on Licensed Existing Products immediately prior to the Closing Date shall be deemed to comply with this Section 4.1.

Section 4.2 **Restrictions on Use**. Licensee shall not knowingly use the Licensed Trademarks in a manner that would reasonably be expected to be detrimental to the value of or goodwill symbolized by the Licensed Trademarks or that is reasonably likely to injure, harm or reflect unfavorably on the reputation of Company or its Affiliates, including in any manner that would reasonably be expected to tarnish, dilute or result in any security interest or lien on the Licensed Trademarks. In no event shall Licensee use or register (or permit the use or registration of) the Licensed Trademarks, or any Trademark confusingly similar thereto, as part of a legal entity name, trade name, domain name or any other type of name or authorize others to do so or as part of any combination of marks, sub-branding or co-branding (e.g., Company/Licensee, Licensee/Company or any other combination of Company and Licensee).

Section 4.3 **Compliance with Law**. Licensee will ensure that all of its business practices and operations, including its advertising, marketing and other materials, comply with all legal and regulatory requirements in all applicable jurisdictions throughout the world and with best industry standards and practices, and do not violate any third parties' rights.

Section 4.4 **Legend: No Confusion**. Licensee shall use legends, notices and markings (including the symbols TM or (R), as applicable) in connection with the Licensed Trademarks as may be required by applicable Law or otherwise as reasonably requested by Company (including a legend to indicate that the Licensed Trademarks are owned by Company and are used under license therefrom). In any event, Licensee shall always describe the Licensed Trademarks in a manner so as to indicate clearly that they are Trademarks of Company and shall otherwise ensure that its use of the Licensed Trademarks is not likely to cause confusion, mistake or deception as to the source, affiliation, sponsorship or endorsement between Licensee and Company or their respective products or services.

Section 4.5 **Notice of Improper Use**. If at any time Licensee's use of Licensed Trademarks fails to comply with the applicable Trademark Usage Guidelines or any other provisions of this Agreement, in each case in any material respect, Company shall provide notice to Licensee and Licensee shall conform to such usage guidelines or provisions within thirty (30) days of such notice; provided that if such material non-compliance is not remedied and Licensee is not making diligent progress towards remedying in Company's reasonable and good faith discretion, such material non-compliance following expiration of such thirty (30) day period, then Licensee's right to the applicable Licensed Trademark shall be suspended until such material non-compliance is remediated.

ARTICLE 5
RIGHTS TO LICENSED TRADEMARKS

Section 5.1 **Company Ownership**. As between the Parties, Licensee acknowledges the enforceability of the Licensed Trademarks and Company's sole and exclusive ownership thereof and agrees that any and all rights and goodwill that might be acquired by the use of the Licensed Trademarks by a Licensee shall inure to the sole benefit of Company, who shall retain all right, title and interest associated with such Licensed Trademarks. Notwithstanding the foregoing, to the extent a Licensee is deemed to have acquired any ownership rights or goodwill in or to the Licensed Trademarks at any time, Licensee hereby assigns such rights to Company or its designee for no consideration. Licensee agrees to fully cooperate with Company in registering and maintaining the Licensed Trademarks at Company's election and expense.

Section 5.2 **Licensee Covenants**. Licensee agrees not to (a) adopt, seek to register, file or prosecute any application or other filing, in any jurisdiction, for any Licensed Trademark, or any Trademark confusingly similar thereto or dilutive thereof, no matter in what language or characters it may appear, (b) use or permit any third party to use the Licensed Trademarks in any modified form or in combination with any other mark, logo or name, in each case without the Company's prior written consent or (c) engage in or assist with any act that challenges the validity, enforceability or ownership by Company of the Licensed Trademarks or could otherwise adversely affect the enforceability of or title to any rights of Company in or to the Licensed Trademarks. Company has the sole right (but not the obligation) to file, prosecute until registration, maintain and renew all Licensed Trademarks.

Section 5.3 **Company Covenants**. Company shall, and shall cause each of its Affiliates, (a) not to use, display, seek to register, file or prosecute any application or other filing, in any jurisdiction, or license to or otherwise allow any Person to do any of the foregoing, for the Combination Trademarks during the Term or at any time thereafter, in each case without Licensee's prior written consent, (b) abandon registrations and applications for the Combination Trademarks as soon as reasonably practicable following the Term or earlier if requested by Licensee, and (c) provide documentation to Licensee evidencing the foregoing clause (b) promptly following such abandonment.

Section 5.4 **Infringement; Enforcement**. Licensee shall provide prompt written notice to Company of any infringement, misappropriation or other violation of the Licensed Trademarks by a third party of which it becomes aware or of any claim that comes to Licensee's attention alleging that the Licensed Trademarks infringe, misappropriate or otherwise violate the Intellectual Property Rights of a third party, and provide Company with any reasonable information and assistance that Company may require in connection with any of the foregoing. Licensee shall provide reasonable cooperation in enforcing the Licensed Trademarks at Company's request and expense, and agrees to be joined as a necessary party to any action. Company shall be entitled to retain all proceeds of such action and shall make the relevant Licensee whole for reasonable litigation fees and expenses relating to such enforcement. Company retains the sole right to defend, enforce and litigate the Licensed Trademarks and control any related legal proceeding and in no event may either Licensee take any action against a third party, nor make any admission, concession or settlement, with respect to the Licensed Trademarks, without Company's prior written consent. Nothing contained in this Agreement shall be construed as requiring Company to initiate or prosecute actions or suits against third parties for infringement, misappropriation or other violation of any of the Licensed Trademarks or defend any actions or suits brought by a third party in connection with any of the Licensed Trademarks.

ARTICLE 6
DISCLAIMER OF WARRANTIES; LIMITATION OF LIABILITY

Section 6.1 **DISCLAIMER OF WARRANTIES**. EXCEPT AS EXPRESSLY PROVIDED IN THE SEPARATION AND MERGER AGREEMENTS, NO EXPRESS OR IMPLIED WARRANTIES ARE GIVEN BY COMPANY OR ITS AFFILIATES WITH RESPECT TO THE LICENSED TRADEMARKS OR ANY OTHER MATTER OR SUBJECT ARISING OUT OF THIS AGREEMENT, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, ANY IMPLIED WARRANTY ARISING OUT OF COURSE OF DEALING OR USAGE OF TRADE, OR REGARDING THE VALIDITY, REGISTRABILITY, SCOPE, ENFORCEABILITY OR NON-INFRINGEMENT OF ANY LICENSED TRADEMARKS SUBJECT TO THIS AGREEMENT. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, LICENSEE ACKNOWLEDGES THAT THE LICENSES GRANTED IN THIS AGREEMENT AND THE LICENSED TRADEMARKS ARE PROVIDED "AS IS."

Section 6.2 **LIMITATION OF LIABILITY**. EXCEPT IN CONNECTION WITH A PARTY'S INDEMNIFICATION OBLIGATIONS HEREUNDER, IN NO EVENT SHALL A PARTY BE LIABLE TO ANY OTHER PARTY FOR ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE OR CONSEQUENTIAL DAMAGES IN ANY WAY RELATED TO OR ARISING FROM THIS AGREEMENT OR THE LICENSED TRADEMARKS, UNDER ANY THEORY OF LAW, INCLUDING CONTRACT, TORT OR STRICT LIABILITY, WHETHER OR NOT THE OTHER PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

ARTICLE 7
INDEMNIFICATION

Section 7.1 **Licensee Indemnification**. Buyer or SpinCo (as applicable) shall indemnify, defend and hold harmless the Company Indemnified Parties from and against all Losses incurred by any of them based upon or arising out of or in connection with (a) a breach by Licensee of this Agreement, (b) any actual or threatened claim from a third party associated with or arising from (i) any gross negligence or willful misconduct by Buyer, SpinCo or their respective Affiliates in connection with this Agreement or (ii) the manufacture, use, sale or other disposition by Buyer, SpinCo or their respective Affiliates of Licensed Products bearing the Licensed Trademarks, except for Losses arising out of or in connection with (A) any actual or threatened claim of infringement of Intellectual Property Rights of a third party by the use of the Licensed Trademarks as permitted under this Agreement, or (B) Buyer, SpinCo or their respective Affiliates' failure to comply with any applicable Laws in connection with this Agreement.

Section 7.2 **Indemnification Procedures**. Company Indemnified Party shall promptly provide Licensee with notice of the applicable claim; provided that the failure of the Company Indemnified Party to undertake such actions shall not relieve Licensee of any obligation it may have to defend or indemnify, except and only to the extent that such Licensee's ability to fulfill such obligation has been actually and materially prejudiced thereby. If Licensee, within a reasonable time after receipt of such notice, should fail to assume full responsibility for the claim, the Company Indemnified Party shall have the right, but not the obligation, to undertake the defense of, and to compromise or settle, the claim on behalf, for the account, and at the risk of, Licensee. Licensee shall permit the Company Indemnified Party to participate in its own defense with its own counsel at its own expense. If the Company Indemnified Party elects to participate in its own defense, Licensee shall agree to consider in good faith the views of the Company Indemnified Party and its counsel and to keep the Company Indemnified Party and its counsel reasonably informed of the progress of the defense, litigation, arbitration, or settlement discussions relating to such claims, subject to a joint-defense agreement between the Company Indemnified Party and Licensee. Licensee shall not settle or compromise any claims against a Company Indemnified Party without the Company Indemnified Party's prior written consent (which consent shall not be unreasonably withheld or delayed), unless such settlement or compromise: (a) includes an unconditional release of the Company Indemnified Party from all liability arising out of such claims; (b) is solely monetary in nature; and (c) does not include remedial or equitable measures or relief (including any injunction), a statement as to, or an admission of, fault, culpability or failure to act by or on behalf of, the Company Indemnified Party or otherwise materially adversely affect the Company Indemnified Party. Licensee shall not be responsible for any settlement made by the Company Indemnified Party without such Licensee's written permission.

ARTICLE 8
TERM AND TERMINATION

Section 8.1 **Term**. Unless terminated sooner as provided herein, this Agreement will automatically terminate six (6) months after the expiration or earlier termination of the Transition Distribution Services Agreement (such period, the "Term").

Section 8.2 **Termination**. Company may terminate this Agreement:

(a) subject to Section 4.5, if a Licensee materially breaches the terms of this Agreement and such breach is not cured within thirty (30) days after notice thereof (except to the extent that such breach is not reasonably capable of being cured, in which case the license may be terminated immediately upon written notice from Company); provided that, to the extent that Licensee's material breach relates to the quality or manufacture of a Licensed Product, or Licensee's use of a Licensed Trademark, this Agreement shall terminate in part only with respect to those Licensed Trademarks and Licensed Products that are the subject of such material breach, and this Agreement shall otherwise remain in effect;

(b) if at any time and to the extent the license granted under this Agreement is no longer permitted under applicable Law; or

(c) if Licensee becomes or is adjudicated insolvent, is unable to meet or has ceased paying all of its payment obligations as they generally become due, or is subject to any insolvency proceeding, or makes an assignment for the benefit of creditors or is subject to receivership, conservatorship or liquidation.

Section 8.3 Effect of Termination

(a) Upon termination of this Agreement, the licenses set forth herein shall terminate immediately and Licensee shall refrain immediately from all further use of the Licensed Trademarks, and shall not distribute, sell or otherwise dispose of any product or service, or related materials or literature, bearing any Licensed Trademarks provided, however, that, for a period of three (3) months following the end of the Term, Licensee shall be permitted to remove or obfuscate the Licensed Trademarks from, or otherwise dispose or sell of its inventory of, Licensed Products that (i) bear a Licensed Trademark and (ii) were manufactured in the ordinary course of business prior to such expiration or earlier termination of this Agreement. The provisions of this Section 8.3 shall apply *mutatis mutandis* for any termination in part of this Agreement, but solely with respect to those Licensed Trademarks that are the subject of such termination.

(b) The Parties' rights and obligations set forth in the following Articles shall survive the expiration or earlier termination of this Agreement: Article 1 (Definitions), Section 5.1 (Company Ownership), Article 6 (Disclaimer of Warranties; Limitation on Liability), Article 7 (INDEMNIFICATION), Section 8.3 (Effect of Termination) and Article 9 (MISCELLANEOUS).

ARTICLE 9
MISCELLANEOUS

Section 9.1 Notices. All notices or other communications to be delivered in connection with this Agreement shall be in writing and shall be deemed to have been properly delivered, given and received (a) on the date of delivery if delivered by hand during normal business hours of the recipient during a Business Day, otherwise on the next Business Day, (b) on the date of successful transmission if sent via facsimile during normal business hours of the recipient during a Business Day, otherwise on the next Business Day, or (c) on the date of receipt by the addressee if sent by a nationally recognized overnight courier or by registered or certified mail, return receipt requested, if received on a Business Day, otherwise on the next Business Day. Such notices or other communications must be sent to each respective Party at the address or facsimile number set forth below (or at such other address or facsimile number as shall be specified by a Party in a notice given in accordance with this Section 9.1):

If to Company:

3M Company
3M Health Care Business Group
3M Center, Building 220-14E-13
St. Paul, MN 55144-1000
Attention: Group President
Email: dealnotices@mmm.com

with a copy to:

3M Company
3M Office of General Counsel
3M Center, Building 220-9E-02
St. Paul, MN 55144-1000
Attention: Michael Dai, Secretary
Email: dealnotices@mmm.com

with a copy (which shall not constitute notice) to:

Wachtell, Lipton, Rosen & Katz
51 West 52nd Street
New York, New York 10019
Attention: Steven A. Rosenblum
Jenna E. Levine
Email: SARosenblum@wlrk.com
JELevine@wlrk.com

If to Licensee:

Neogen Corporation
620 Lesher Place
Lansing, MI 48912
Attention: Amy Rocklin, Vice President and General Counsel
Email: ARocklin@neogen.com

with a copy (which shall not constitute notice) to:

Weil, Gotshal & Manges LLP
767 Fifth Avenue
New York, NY 10153
Telephone: (212) 310-8000
Attention: Michael J. Aiello
Eoghan P. Keenan
E-mail: michael.aiello@weil.com
eoghan.keenan@weil.com

Section 9.2 **Assignment**. This Agreement and the rights hereunder shall be fully assignable, in whole or in part, by Company or 3M IPC without the prior written consent of Licensee in connection with the sale, transfer or assignment of all or substantially all of their respective Licensed Trademarks to the applicable assignee of such Licensed Trademarks; provided that the assignee of such Licensed Trademarks agrees to be bound by the terms of this Agreement (as the same may be amended from time to time) and assumes all of Company's or 3M IPC's obligations under this Agreement, as applicable. Neither this Agreement nor any of the rights, interests or obligations hereunder may be assigned or delegated, in whole or in part by Licensee, without the prior written consent of Company which consent may be granted or withheld in Company's sole discretion (and any purported assignment or delegation in contravention of this Section 9.2 shall be null and void and of no force and effect). Upon a Change of Control of a Licensee, this Agreement shall immediately and automatically terminate with respect to such Licensee only, unless such Licensee has obtained prior written consent to such Change of Control from Company. Subject to the preceding sentences of this Section 9.2, this Agreement shall be binding upon, shall inure to the benefit of and shall be enforceable by the Parties and their respective successors and permitted assigns.

Section 9.3 **Relationship of Parties**. Nothing contained in this Agreement will be deemed or construed as creating a joint venture or partnership between the Parties hereto. No Party is by virtue of this Agreement authorized as an agent, employee or legal representative of the other Party. No Party will have the power to control the activities and operations of the other and their status is, and at all times will continue to be, that of independent contractors with respect to each other. No Party will have any power or authority to bind or commit the other Party. No Party will hold itself out as having any authority or relationship in contravention of this Section 9.3.

Section 9.4 **Incorporation of Certain Sections of the Separation Agreement**. The following provisions of the Separation Agreement shall apply to this Agreement, *mutatis mutandis*, and are hereby incorporated herein by reference: Section 9.1 (Corporate Power; Facsimile Signatures), Section 9.3 (Governing Law; Submission to Jurisdiction), Section 9.5 (Headings), Section 9.6 (Entire Agreement), Section 9.7 (Amendment), Section 9.8 (Waivers of Default), the last sentence of Section 9.9 (Assignment; No Third-Party Beneficiaries), Section 9.10 (Specific Performance), Section 9.11 (Waiver of Jury Trial), Section 9.12 (Severability), Section 9.13 (Counterparts), Section 9.14 (Force Majeure), and Section 9.17 (Rules of Construction); provided that (a) the "Parties" shall be deemed to refer to the Parties hereto; (b) "this Agreement" and "Transaction Document" shall be deemed to refer to this Agreement; and (c) different sections of the Separation Agreement in Section 9.9 of the Separation Agreement shall be deemed to refer to Article 7 of this Agreement.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed as of the date first written above by their respective officers thereunto duly authorized.

COMPANY

3M COMPANY

By: /s/ Jeffrey Lavers
Name: Jeffrey Lavers
Title: Group President

3M INNOVATIVE PROPERTIES COMPANY

By: /s/ C. Michael Geise
Name: C. Michael Geise
Title: Secretary

[*Signature Page to the Transitional Trademark-License Agreement*]

BUYER

NEOGEN CORPORATION

By: /s/ John E. Adent
Name: John E. Adent
Title: President and Chief Executive Officer

SPINCO

GARDEN SPINCO CORPORATION

By: /s/ Jerry T. Will
Name: Jerry T. Will
Title: Vice President

Exhibit 10.4

EXECUTION VERSION

Certain confidential information contained in this document, marked by brackets and asterisks ([* * *]), has been omitted because it is both (i) not material and (ii) would be competitively harmful if publicly disclosed.

TRANSITION SERVICES AGREEMENT

BY AND AMONG

3M COMPANY,

GARDEN SPINCO CORPORATION

AND

NEOGEN CORPORATION

DATED AS OF SEPTEMBER 1, 2022

TRANSITION SERVICES AGREEMENT

This TRANSITION SERVICES AGREEMENT (this "Agreement" or "TSA"), dated as of September 1, 2022 (the "Effective Date"), is entered into by and among 3M Company, a Delaware corporation ("Company"), Garden SpinCo Corporation, a Delaware corporation ("SpinCo"), and Neogen Corporation, a Michigan corporation ("Parent" and, together with the Company and SpinCo, the "Parties," and each, individually, a "Party").

RECITALS

WHEREAS, Parent, the Company, SpinCo and Nova RMT Sub, Inc., a Delaware corporation and a wholly-owned subsidiary of Parent ("Merger Sub"), are parties to that certain Separation and Distribution Agreement, dated as of December 13, 2021 (the "Separation Agreement"), and that certain Agreement and Plan of Merger, dated as of December 13, 2021 (the "Merger Agreement" and, together with the Separation Agreement, the "Separation and Merger Agreements");

WHEREAS, pursuant to the Separation and Merger Agreements, (i) the Company has agreed to transfer, and cause its Subsidiaries to transfer, to the SpinCo Group, and SpinCo has agreed to assume from the Company and its Subsidiaries, the SpinCo Assets and the Assumed Liabilities (the "Separation"), (ii) in exchange for the transfer of the SpinCo Assets to (and the assumption of the SpinCo Liabilities by the SpinCo Group, the Company will receive from SpinCo a distribution of all of the issued and outstanding shares of capital stock of SpinCo (the "Distribution"), and (iii) shortly following the Distribution, Merger Sub has agreed to merge with and into SpinCo, with SpinCo as the surviving corporation of such merger (the "Merger"), in each case, pursuant to the terms and conditions of the Separation and Merger Agreements;

WHEREAS, this Agreement is a "Transaction Document" pursuant to the Separation and Merger Agreements;

WHEREAS, this Agreement is being entered into by the Parties (a) as a condition to the Closing and (b) in order to promote the orderly transition of certain operations of the SpinCo Business and to effectuate the orderly consummation of the transactions contemplated under the Separation and Merger Agreements; and

WHEREAS, consistent with Parent's authority to set the strategic direction for, and make strategic decisions in respect of, the SpinCo Business following the transactions contemplated under the Separation and Merger Agreements, this Agreement sets forth the terms and conditions pursuant to which each of Parent and the Company (as applicable) desires to purchase from the other Party, and such other Party desires to provide, the Transition Services for a limited period following the Closing;

NOW, THEREFORE, in consideration of the premises and the mutual covenants and agreements contained in this Agreement and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties, intending to be legally bound, agree as follows:

ARTICLE 1
DEFINITIONS

Section 1.1. Certain Defined Terms. Capitalized terms used but not otherwise defined herein shall have the meanings ascribed thereto in the Separation and Merger Agreements. As used in this Agreement, the following terms shall have the following meanings:

"Affiliate" has the meaning set forth in the Separation Agreement.

"Agreed Upon Procedures" has the meaning set forth in Section 2.8.

"Agreement" or "TSA" has the meaning set forth in the introductory paragraph of this Agreement.

"Company Indemnified Parties" has the meaning set forth in Section 4.3(a).

"Confidential Information" means, with respect to any Party, any non-public business, technical or other information or materials, in any form or medium of (or in the possession of) such Party, any of its Affiliates or any of its or their respective Representatives, including any information relating to such Party's or any of its Affiliates' business practices, processes and systems (including those related to supply chain, sourcing, manufacturing, finance, human resources and information technology), product plans, designs, costs, product prices and names, finances, marketing plans, business opportunities, personnel, research, development, trade secrets or know-how, customers, suppliers, if, in any such case, such information (x) is designated by such Party as "confidential" or "proprietary" or "restricted" or (y) would, under the circumstances taken as a whole, reasonably be understood to be confidential. "Confidential Information" shall not include information that (i) is or becomes available to the public after the Closing other than as a result of a disclosure in breach of Section 6.17 or the Confidentiality Agreement by the other Party, any of its Affiliates or any of its or their respective Representatives; (ii) becomes available after the Closing to the other Party, any of its Affiliates or any of its or their respective Representatives from a source other than such Party or any of such Party's Affiliates or their respective Representatives if the source of such information is not known by the other Party (following reasonable inquiry under the circumstances) to be bound by a confidentiality agreement with, or other contractual, legal or fiduciary obligation of confidentiality to, such Party or any of such Party's Affiliates with respect to such information; or (iii) is developed independently by the other Party, any of its Affiliates or any of their respective Representatives without reference to or use of the other Party's Confidential Information (or any information included in the Transferred Intellectual Property which is retained in the unaided memories of such Persons).

"Covered Taxes" has the meaning set forth in Section 3.5(a).

"Disclosing Party" has the meaning set forth in Section 6.17.

"Dispute" has the meaning set forth in Section 6.10(a).

"Distribution" has the meaning set forth in the Recitals.

"Event of Force Majeure" has the meaning set forth in Section 6.2.

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

"Extension Period" has the meaning set forth in Section 5.1(b).

"Extension Service Fee" has the meaning set forth on Appendix A.

"Increased Service Fee" has the meaning set forth in Appendix A.

"Initial Service Fee" has the meaning set forth in Section 2.2(a).

"Initial Term" has the meaning set forth in Section 5.1(b).

"IT Assets" means, with respect to Service Recipient, the Company, its Subsidiaries, or its other Service Provider Parties, its or their computers, computer systems, workstations, tablets, phones, blades, servers, peripheral devices, Software, applications, programs, hardware, data, data files, databases, circuits, networks, routers, hubs, switches, interfaces, websites, platforms, automated networks and control systems, and all other information technology systems, including outsourced or cloud computing arrangements, and, for the avoidance of doubt, excluding any Software that is a Product or component of a Product sold or licensed to Customers by the SpinCo Business.

"Local Statement" has the meaning set forth in the definition of Settlement Statement.

"Malicious Code" means (a) any code, program, or sub-program whose purpose is to damage or maliciously interfere with the operation of the computer system containing the code, program, or sub-program, or to halt, disable, or maliciously interfere with the operation of the Software, code, program, or sub-program, itself, (b) any code, program, device, method, or token designed to permit any unauthorized person to circumvent the normal security of Software or a computer system, and (c) any code, program, device, method, or token that is designed to permit an unauthorized individual or program to access or take control of Software or a computer system.

"Merger" has the meaning set forth in the Recitals.

"Merger Agreement" has the meaning set forth in the Recitals.

"Merger Sub" has the meaning set forth in the Recitals.

"Negotiation Period" has the meaning set forth in Section 6.10(a).

"Objection Notice" has the meaning set forth in Section 3.3(a).

"Omitted Services" has the meaning set forth in Section 2.2(a).

"Out-of-Scope Services" means the services set forth on Annex B which are expressly identified as "Out-of-Scope Services."

"Parent Indemnified Parties" has the meaning set forth in Section 4.3(b).

"Party" or "Parties" has the meaning set forth in the introductory paragraph to this Agreement.

"Personnel Review Charges" has the meaning set forth in Section 2.8.

"Provider IP" has the meaning set forth in Section 2.13.

"Receiving Party" has the meaning set forth in Section 6.17.

"Recipient IP" has the meaning set forth in Section 2.13.

"Report" has the meaning set forth in Section 2.8.

"Review" has the meaning set forth in Section 2.8.

"Review Firm" has the meaning set forth in the Recitals.

"Separation" has the meaning set forth in the Recitals.

"Separation Agreement" has the meaning set forth in the Recitals.

"Separation and Merger Agreements" has the meaning set forth in the Recitals.

"Service Fee" has the meaning set forth in Section 3.1.

"Service Provider" means the Company or any of its Subsidiaries.

"Service Provider Party" has the meaning set forth in Section 2.3.

"Service Recipient" means Parent and its Affiliates (including the SpinCo Entities).

"Service Term" has the meaning set forth in Section 5.1(b).

"Settlement Statement" means a written, monthly notice prepared by Service Provider pursuant to Annex A, Accounting and Finance Services and applicable Law, setting forth and netting amounts due and payable between the Parties (and, if applicable, their relevant Subsidiaries) pursuant to this Agreement, the TDSA the TCMA and the Real Estate License Agreement in the applicable month. In lieu of and in addition to a Settlement Statement and as required by applicable Law or as would be consistent with local custom and practice for comparable transactions in an applicable jurisdiction, however, such monthly notice may be in the form of an invoice or other document (a "Local Statement") issued by Service Provider or a Subsidiary of Service Provider to Service Recipient or a designated Subsidiary of Service Recipient as listed in Appendix B with respect to certain transactions contemplated by this Agreement in such an applicable jurisdiction.

"Shutdown" has the meaning set forth in Section 2.6(d).

"Statement Date" means the first calendar day of the month in which the Closing occurs.

"Steering Committee" shall have the meaning set forth in Section 2.11(b).

"Term" has the meaning set forth in Section 5.1(a).

"Third Party Charge" has the meaning set forth in Section 2.10.

"Third Party Primary Provider" has the meaning set forth in Section 2.6(c).

"TCMA" means the Transition Contract Manufacturing Agreement (which has the meaning set forth in the Separation Agreement).

"TDSA" means the Transition Distribution Services Agreement (which has the meaning set forth in the Separation Agreement).

"Third Party Provider" has the meaning set forth in Section 2.3.

"Transition Financial Information" has the meaning set forth in Section 2.8.

"Uncured Breach" has the meaning set forth in Section 2.8.

"Transition Services" means the transition services listed in Annex A, the Accounting and Finance Services, Information Technology Services, Supply Chain Services, and IT Systems Access Services, as amended, modified or supplemented from time to time in accordance with the terms hereof (including with respect to any Omitted Services).

"Transition Services Schedule" means Appendix A and the Annexes (including Annex A) attached thereto, as amended, modified or supplemented from time to time in accordance with the terms hereof (including with respect to any Omitted Services).

"TSA Contact" has the meaning set forth in Section 2.11.

"Uncured Breach" has the meaning set forth in Section 4.1(a).

ARTICLE 2
TRANSITION SERVICES

Section 2.1. Transition Services.

(a) Upon the terms and subject to the conditions set forth in this Agreement, and in consideration of the fees and charges payable by Service Recipient pursuant to Article 3, Service Provider shall provide, cause its Subsidiaries to provide, or otherwise make available through Third Party Providers (in accordance with Section 2.3), to Service Recipient, and Service Recipient shall receive, the Transition Services for the Term indicated in Section 5.1. A description of each Transition Service hereunder is set forth in the relevant Transition Services Schedule which is identified opposite such Transition Service in the table of Transition Services set forth in Annex A. Subject to Section 2.2, no Party shall be obligated to provide any services to the other Party unless such services have been specified in the Transition Services Schedule. The Parties acknowledge and agree that the Transition Services shall be in the nature of transition services (*e.g.*, routine back office functions) and not commercial services (*e.g.*, research and development, manufacturing, distribution).

(b) In the event any Transition Service is provided by or to a Subsidiary of any Party, such Party shall (i) cause each such Subsidiary to comply with its obligations as a Service Provider or a Service Recipient, as applicable, as set forth in this Agreement in respect of such Transition Services and (ii) remain fully responsible for its and each such Subsidiary's compliance with their respective obligations (including, if applicable, the performance of such Subsidiary as Service Provider) under this Agreement and applicable Law.

Section 2.2. Omitted Services.

(a) At any time during the period commencing on the date hereof and ending six (6) months following the date hereof, Service Recipient may identify and request Service Provider to provide additional transition services (other than Out-of-Scope Services) that (i) the Service Recipient deems are reasonably necessary to the operation of the SpinCo Business, (ii) were used in the conduct of the SpinCo Business within the twelve (12) month period prior to the Closing Date in the country where such Omitted Service is requested to be performed and (iii) Service Recipient deems reasonably necessary to effectuate the orderly consummation of the transactions contemplated under the Separation and Merger Agreements or the transition of the SpinCo Business to SpinCo and Parent (such services, excluding any Out-of-Scope Services, the "Omitted Services").

(b) Upon Service Recipient's written request for an Omitted Service, Service Provider shall promptly provide or procure the provision of the Omitted Service for a duration reasonably requested by Service Recipient (and agreed to in good faith by Service Provider, such agreement not to be unreasonably withheld, conditioned or delayed), not to exceed the then-current Term (including, if applicable, the Extension Period), in which case, Annex A shall be deemed amended to include such Omitted Service, and such Omitted Service shall become a Transition Service under this Agreement. The additional Service Fee for any Omitted Service shall be calculated using the same methodology as used to determine the Services Fees described on Annex A; provided that such additional Service Fees for Omitted Services shall not increase the aggregate monthly Services Fees payable in any month hereunder by more than fifteen percent (15%) of the Service Fee otherwise payable in such month, as set forth on Annex A (the "Increased Service Fee").

Section 2.3. Service Provider's Subsidiaries and Third Party Providers. In providing the Transition Services to Service Recipient, Service Provider may (a) use its own personnel, (b) use any of its Subsidiaries and the personnel of any of its Subsidiaries, or (c) with Service Recipient's prior written consent (not to be unreasonably withheld), employ the services of qualified contractors, subcontractors, vendors or other third party providers (each, a "Third Party Provider"); provided, that (i) Service Recipient's prior written consent shall not be required if (x) the third party provided the same services to Service Recipient on behalf of Service Provider as of the Closing Date and the Transition Services are being provided on substantially the same terms as those provided prior to the Closing Date, (y) the third party is providing equivalent services to the Company Business on substantially the same terms or (z) the third party is equally reputable to the Third Party Provider it is replacing and is capable of providing and required to provide the Transition Services in a manner equivalent to, and on substantially the same terms as, such Third Party Provider, (ii) Service Provider shall take commercially reasonable measures to ensure that each Third Party Provider complies with the terms of this Agreement in relation to the provision of Transition Services, (iii) Service Provider shall remain fully responsible for each such Third Party Provider's compliance with its respective obligations (including its performance as Service Provider) under this Agreement and (iv) Service Provider's use of a Third Party Provider shall not increase the Service Fee. Each of Service Provider and any of its Subsidiaries or any Person used by Service Provider to provide Transition Services shall be referred to as a "Service Provider Party."

Section 2.4. Nature and Quality of Transition Services. Each of the Parties understands and agrees that (a) Service Provider and its Subsidiaries, as applicable, are not in the business of providing Transition Services to third parties, (b) the standard of care to which Service Provider and any other Service Provider Party providing Transition Services hereunder shall be held shall be substantially the same degree of care, skill, and diligence used by Service Provider or its Subsidiaries, as applicable, in providing services substantially similar to such Transition Services for the SpinCo Business in the twelve (12) month period prior to the Effective Date, and (c) the Transition Services shall be provided at times, quality and availability at least materially consistent with the operations of the SpinCo Business in the twelve (12) months prior to the Effective Date.

Section 2.5. Service Provider's Policies and Procedures. Except to the extent in conflict with the terms of this Agreement, the Transition Services shall be provided by a Service Provider Party in accordance with Service Provider's and any other applicable Service Provider Party's reasonable and bona fide policies and procedures that are applicable to such Service Provider Party at the time the Transition Services are provided; provided, that, any change to such policies and procedures following the Distribution shall not apply to the extent such change has a disproportionate and material negative effect on the Transition Services. If Service Recipient acts in a manner that is materially inconsistent with such policies or procedures, Service Provider Party shall so inform Service Recipient and specify and provide the relevant policies or procedures to Service Recipient, and Service Recipient shall use commercially reasonable efforts to materially conform to the reasonable requirements included in such policies or procedures. Subject to Section 2.4, a Service Provider Party is permitted to make changes from time to time to such policies and procedures; provided, however, that any changes to such policies and procedures shall also apply to Service Provider or relevant Service Provider Party in the provision of services substantially similar to Transition Services to its own internal organization and shall not have a disproportionate and material negative effect on the Transition Services.

Section 2.6. Limitations to Service Provider's Obligations. In addition to any other limitation or exclusion of Service Provider's obligations or liability hereunder, the Parties agree as follows:

(a) Service Recipient as Sole Beneficiary. Service Recipient acknowledges and agrees that access to and use of the Transition Services is provided solely for the use and benefit of Parent and its Affiliates and solely in support of the operation of the SpinCo Business and transition of the SpinCo Business to SpinCo and Parent. Subject to Section 2.1(b), Service Recipient shall not allow access to or use of the Transition Services by any other Person (other than Service Recipient) or for any other purpose (such as the support of any business of Parent other than the SpinCo Business) without the prior written consent of Service Provider.

(b) Other Limitations. Service Provider shall not be obligated to provide, or cause to be provided, any Transition Service in a jurisdiction where a Permit is required to perform such Transition Service in such jurisdiction and Service Provider does not hold such Permit and cannot either obtain (i) such Transition Service from a duly licensed and qualified Third Party Provider upon commercially reasonable terms or (ii) a Permit using commercially reasonable efforts and without incurring any material expenditure or other Liability; provided, however, that in each of the foregoing circumstances, Service Provider shall (x) provide Service Recipient with prompt written notice upon becoming aware that it lacks a required Permit and (y) if possible, cooperate and coordinate with Service Recipient to jointly work around the impediment to perform the affected Transition Services in a manner that does not require a Permit and that is consistent with Section 2.4 at no additional cost to Service Recipient. If, using commercially reasonable efforts, Service Provider is not able to provide the affected Transition Service without the required Permit, the Parties shall cooperate in good faith to identify a commercially reasonable alternative to the affected Transition Service.

(c) Service Provider's Termination of Transition Services Provided by a Third Party Primary Provider. If a Transition Service in whole or in part is provided by a Third Party Provider that is the primary provider of any Transition Service (a "Third Party Primary Provider") and Service Provider's or Service Provider Party's Contract with such Third Party Primary Provider with respect to such Transition Service expires or is terminated any time after the date of this Agreement by the applicable Third Party Provider for a reason other than Service Provider's breach, Service Provider shall not be obligated to provide, or cause to be provided, such Transition Service; provided, however, that in each of the foregoing circumstances, Service Provider shall (x) use commercially reasonable efforts to avoid such termination or renew such agreement, as applicable, (y) provide Service Recipient with prompt written notice upon becoming aware of the possibility of (or the facts or circumstances giving rise to) such termination or expiration and (z) if possible, work around the impediment to perform the affected Transition Services at no additional cost to Service Recipient. If, using commercially reasonable efforts, Service Provider is not able to provide (or procure the provision of) the affected Transition Services, the Parties shall cooperate in good faith to identify a commercially reasonable alternative to the affected Transition Service.

(d) Maintenance and Shutdowns. If Service Provider determines that it is necessary to temporarily suspend a Transition Service due to the shutdown of the operation of any IT Assets, facilities, machinery, equipment or similar assets used in the provision of a Transition Service due to scheduled or emergency maintenance, modification, repairs, updates or upgrades, alterations or replacements (any such event, a "Shutdown"), Service Provider shall provide Service Recipient with reasonable prior written notice, which shall be provided promptly following the date established for any regularly scheduled Shutdown, of such Shutdown (including reasonable information regarding the nature and the projected length of such Shutdown), unless it is not reasonably practicable under the circumstances to provide such prior notice, in which case Service Provider shall provide written notice as soon as reasonably practicable, and, in each case, thereafter such Service Provider shall use commercially reasonable efforts to cooperate with Service Recipient to minimize and mitigate any impact on or disruption to the Transition Services or the SpinCo Business caused by such Shutdown, and minimize the duration of the Shutdown. Service Recipient shall have no obligation to pay any Service Fees for any Transition Services that were not received as a result of such suspension of Transition Services, and the Parties will negotiate an appropriate and commercially reasonable reduction in the Service Fees for the impacted period(s) to reflect any such Transition Services not received. If, however, Service Provider or relevant Service Provider Party cannot provide such suspended Transition Service for a period of ten (10) consecutive days due to such Shutdown, then Service Recipient reserves the right to terminate such affected Transition Service. In the event the obligations of Service Provider or relevant Service Provider Party to provide any Transition Service shall be suspended or terminated in accordance with this Section 2.6(d), no Party shall have any Liability whatsoever to the other Party directly arising out of or solely relating to such suspension or termination of Service Provider's or relevant Service Provider Party's provision of such Transition Service, except to the extent (1) resulting from a breach by a Service Provider Party of any agreement or covenant required to be performed or complied with by a Service Provider Party pursuant to this Section 2.6(d) (but subject to the other limitations on Liability set forth in this Agreement) or (2) the Shutdown was caused by a Service Provider's negligence in operating the IT Assets.

(e) Legal Compliance. No Service Provider Party shall be required hereunder to take any action (including by providing any Transition Services) that would constitute, or that Service Provider reasonably believes would constitute, (i) a violation of any applicable Law, (ii) a material breach of Service Provider's contractual obligations, or (iii) any other violation of a third party's Intellectual Property rights; provided, however, that in each of the foregoing circumstances, Service Provider shall (x) provide Service Recipient with prompt written notice upon becoming aware of such impediment and (y) if possible, work around the impediment to perform the affected Transition Services in a manner that does not violate any applicable Law, Service Provider's contractual obligations or third party Intellectual Property rights and that is consistent with Section 2.4 at no additional cost to Service Recipient. If, using commercially reasonable efforts, Service Provider is not able to provide the affected Transition Service without violating applicable Law, its contractual obligations or a third party's Intellectual Property rights, the Parties shall cooperate in good faith to identify a commercially reasonable alternative to the affected Transition Service.

Section 2.7. Information, Cooperation, and Other Assistance.

(a) During the Term, Service Recipient shall, upon request by Service Provider, (i) provide Service Provider or any other relevant Service Provider Party with all information within the control of (or reasonably available to) Service Recipient which is reasonably necessary to perform any Transition Services; provided, that, Service Recipient shall not be required to disclose any information to the extent disclosure to the applicable Service Provider Party is not permitted under applicable Law or disclosure of such information is subject to any contractual restrictions which prevent Service Recipient from disclosing such information; provided, however, if possible, the applicable Parties will seek to work around any such impediment in a manner that does not violate any applicable Law or contractual obligations or restrictions; and (ii) otherwise reasonably cooperate with Service Provider or any other relevant Service Provider Party to the extent reasonably necessary for the performance of the Transition Services; provided, that, in the case of (i), Service Recipient shall not incur any additional out-of-pocket costs or expenses or fees in connection with such actions. If disclosed by Service Recipient, any Confidential Information shall be subject to Section 6.17. Service Provider and other relevant Service Provider Party shall not be liable for any breach of this Agreement to the extent caused by Service Recipient's failure to provide necessary information or cooperation in breach of Service Recipient's obligations in this Section 2.7.

Section 2.8. Service Provider shall keep materially complete information relevant to verify the accuracy of the amounts due and payable under this Agreement, the TDSA and the TCMA, including with respect to the Service Fees under this Agreement, COGS and Standard Inventory Cost under the TCMA and Net Proceeds under the TCMA (collectively, the "Transition Financial Information"). Service Recipient shall have the right during the Term to request that Agreed Upon Procedures, as defined hereafter, be undertaken to verify the Transitional Financial Information (a "Review"). Upon Service Recipient's written request for a Review (which request shall be made no more than once annually during each year of the Term), Service Provider shall, at Service Recipient's expense (including reimbursement of Service Provider's reasonable documented out-of-pocket expenses) and the Personnel Review Charges (as described below), cause a mutually agreed upon independent public accounting firm (the "Review Firm") to (a) review such records to verify the Transition Financial Information (for a reasonable period during the Term, specified by Service Recipient) and (b) provide to Service Recipient and Service Provider a report (the "Report") reasonably detailing their findings in connection with performing the specified procedures, including as applicable any amount of overpayment by Service Recipient to Service Provider or underpayment by Service Provider to Service Recipient, as applicable (collectively the "Agreed Upon Procedures"). If such Report reveals that Service Recipient has overpaid Service Provider or Service Provider has underpaid Service Recipient, in either case, by more than five percent (5%) for the applicable assessed period, then Service Provider shall be fully responsible for the cost of the Review conducted hereunder, and shall (i) remit to Service Recipient the amount of such overpayment as a credit in the next monthly Settlement Statement or, if Service Provider is no longer delivering and remitting payments via Settlement Statements, then via direct remittance within thirty (30) days following receipt of such Report, (ii) remit to Service Recipient the amount of any underpayment within thirty (30) days following receipt of such Report, and (iii) reimburse Service Recipient for any Personnel Review Charges already paid by Service Recipient in connection with such Review. If such Report reveals that Service Recipient has underpaid the Service Provider or Service Provider has overpaid Service Recipient, in either case, by more than five percent (5%) for the applicable assessed period, then Service Recipient shall remit to Service Provider the amount of such underpayment as a debit in the next monthly Settlement Statement or, if Service Provider is no longer delivering and remitting payments via Settlement Statements, then via direct remittance within thirty (30) days following receipt of such Report; provided, for clarity, in such scenario (i) Service Provider shall bear its costs and expenses associated with such Review (including any Personnel Review Charges) and shall reimburse Service Recipient for any such costs and expenses (including any Personnel Review Charges) already paid to Service Provider and (ii) Service Provider shall not seek or be entitled to any other reimbursement or payment from Service Recipient in connection with such Review. Except as set forth in the foregoing sentences, Service Recipient shall reimburse Service Provider for Service Provider's personnel in connection with a Review, which shall be charged at a rate of $[* * *] per hour for the first 200 personnel hours of each Review, $[* * *] per hour for the next 100 personnel hours of the Review, and $[* * *] per hour for all additional personnel hours for such Review (the "Personnel Review Charges"). For avoidance of doubt the foregoing hourly rates apply per each Review conducted, and shall not be aggregated across Reviews conducted in accordance with this provision. Service Recipient may request at any time that Service Provider's personnel cease to perform work associated with a Review; provided, that if the Review Firm is unable to complete and deliver its Report because Service Recipient so elects to cease such personnel's performance, then the activities already undertaken in furtherance of such Review shall nevertheless satisfy Service Provider's obligation to permit one such annual Review pursuant to this Section 2.8, unless and until Service Recipient confirms such personnel may resume and continue work associated with such Review; provided that such resumption of work must begin no later than thirty (30) days following the date on which Service Recipient elected to cease such personnel's performance. Service Recipient shall also have the right, exercisable once in the six (6) months following the last to expire or terminate of the TSA, TDSA, and TCMA, to conduct a Review with respect to the Transition Financial Information relevant to the final year of the applicable Term. For the avoidance of doubt, the Review rights set forth in this Section 2.8, Section 4.9 of the TCMA and Section 2.6(d) of the TDSA are not intended to be incremental to one another, but rather one common set of Review rights, which has been replicated in each of this Agreement, the TCMA and the TDSA for ease of reference.

Section 2.9. **Access.** To the extent reasonably required for Service Provider or any other relevant Service Provider Party to perform, or otherwise make available, the Transition Services, or for Service Recipient to receive the Transition Services, the party granting access shall, without any charge, provide the party that requires access with reasonable access, on an as-needed basis, to its equipment, office space, plants, telecommunications and computer equipment, IT Assets and systems (subject to Section 6.18 and Section 2.10). The accessing party shall use commercially reasonable efforts to minimize the disruption to the granting party's operations in exercising such access rights. The accessing party's access to Service Recipient's Confidential Information shall be subject to Section 6.17.

Section 2.10. **Use of Equipment.** Subject to Section 2.10, Service Provider or any other relevant Service Provider Party shall at all times during the relevant Term have the right to use any equipment owned or leased by Service Recipient as reasonably necessary for Service Provider, or any other relevant Service Provider Party, to provide the Transition Services; provided, however, that any use or operation of such equipment by Service Provider or any other relevant Service Provider Party not in the ordinary course of business and consistent with past practice shall require the prior written consent of Service Recipient, not to be unreasonably withheld, conditioned or delayed.

Section 2.11. **Third Party Consents and Software Licenses.** Service Recipient agrees and acknowledges that certain Transition Services to be provided hereunder may require that Service Provider or any other relevant Service Provider Party make use of third party Software or systems for the benefit of Service Recipient in performing the Transition Services. Service Provider shall use commercially reasonable efforts to secure any and all third party Consents and licenses necessary or advisable to allow a Service Provider Party to provide the Transition Services or to add any Omitted Service, including those Consents and licenses required to allow Service Recipient to access the systems of any applicable Software or technology vendor for use by Service Provider or any other relevant Service Provider Party during the term of this Agreement; provided, however, that (a) Service Recipient shall be responsible for and shall pay or reimburse Service Provider for all incremental costs, expenses, fees, levies or charges Service Provider, any of its Subsidiaries, or other relevant Service Provider Party actually incurs in connection with obtaining such Software licenses and required Consents, in each case, to the extent incurred solely to provide, and solely attributable to, the Transition Services ("Third Party Charges"), (b) Service Provider agrees to use commercially reasonable efforts to avoid, minimize and mitigate any such costs, expenses, fees, levies or charges and (c) neither Service Provider, nor any of its Subsidiaries, or other Service Provider Party shall be required to relinquish or forbear any material rights in connection with obtaining such Software licenses and required Consents. Obtaining any such necessary Software licenses and required Consents is an express condition to Service Provider's and relevant Service Provider Party's obligation to provide any Transition Service requiring the use of such Software under this Agreement, and neither Service Provider nor any other relevant Service Provider Party shall be considered in breach of this Agreement for failure to provide such Transition Service (due to the fact that the Parties were unable to acquire the necessary licenses and required Consents in accordance with the obligations of this Section 2.10); provided, that, the Parties shall cooperate in good faith to identify a commercially reasonable alternative to such Transition Services at no additional cost to Service Recipient. To the extent that Service Recipient has direct access to or use of third party Software licensed by Service Provider, any of its Subsidiaries, or any other Service Provider Party during the term of this Agreement, Service Recipient agrees to, and agrees to cause its Subsidiaries (as applicable) to, comply with the terms of such Software licenses which have been provided to Service Recipient.

Section 2.12. TSA Contact; Exit Plan.

(a) The Company and Parent shall each promptly designate an individual to act as its primary point of operational contact for the administration and operation of this Agreement (each, a "TSA Contact"). With respect to the Party a TSA Contact represents, each TSA Contact shall have overall responsibility for coordinating all activities undertaken by such Party hereunder, for acting as a day-to-day contact with the other Party on matters related to this Agreement, for making available to the other Party information and other support reasonably required for the performance of the Transition Services in accordance with the terms of this Agreement, and for initially negotiating the resolution of any Disputes between the Parties under this Agreement. The TSA Contacts shall meet or confer, by telephone or in person, from time to time as reasonably necessary, but no less than biweekly, between the Effective Date and the expiration or termination of the Term in order to promote open and efficient communication regarding effective and coordinated performance of, and resolution of questions and issues related to, the Transition Services. There will be a standing agenda for each Steering Committee meeting, which may be updated from time to time and which shall be circulated by the Chair at least one (1) day prior to any meeting. The Company and Parent may change their respective TSA Contacts from time to time upon delivery of a written notice to the other Party in accordance with Section 6.3.

(b) The Parties will establish a steering committee for the Transition Services, Transition Distribution Activities and Contract Manufacturing Services (the "Steering Committee"), which will be made up of the TSA Contacts as well as an agreed number, which shall be at least two (2), Representatives appointed by each of Service Provider and Service Recipient. Service Recipient shall appoint one (1) of the Representatives of Service Provider as the chairperson of the Steering Committee (the "Chair") at or prior to the first meeting of the Steering Committee. The Steering Committee shall meet or confer, by telephone or in person, from time to time as reasonably necessary, but no less than monthly (unless and until the Steering Committee agrees in writing to meet less frequently), between the Effective Date and the latest of (i) the termination or expiration of the TSA or TDSA and (ii) ninety (90) Business Days following the expiration or termination of the TCMA in order to promote open and efficient communication regarding effective and coordinated performance of, and resolution of questions and issues related to, the Transition Services, the Transition Distribution Activities and the Contract Manufacturing Services. Each of Service Provider and Service Recipient shall appoint their respective representatives as of the Effective Date, and may change their respective Representatives from time to time upon delivery of a written notice to the other Party in accordance with Section 6.3. The Steering Committee does not have the authority to amend this Agreement or any other Transaction Document.

(c) In order to promote a smooth and orderly wind down and transition to the appropriate party of Transition Services upon the termination or expiration of Appendix A, Service Recipient shall plan in good faith and, at Service Provider's reasonable and periodic request, communicate to Service Provider the wind down and service exit activities that will need to be managed or completed in preparation for the termination or expiration of Appendix A. These wind down and service exit activities shall be reflected in a written service exit plan (the "Exit Plan") prepared by Service Recipient and delivered to Service Provider no later than ninety (90) days before the expiration or (if possible) termination of Appendix A; provided, that, failure of Service Recipient to deliver such Exit Plan shall not extend the Term or delay the termination or expiration of Appendix A. Service Provider, its Subsidiaries, and relevant Service Provider Parties shall not be responsible or liable for any inconvenience, loss, or damages to Service Recipient to the extent resulting from the Service Recipient's failure to prepare, deliver or implement the Exit Plan.

Section 2.13. Service Recipient Acknowledgment and Representations. Service Recipient understands that the Transition Services provided hereunder are transitional in nature and are provided for the purpose of working toward a smooth and orderly transfer of the SpinCo Business to SpinCo and Parent. Service Recipient understands and agrees that neither Service Provider nor any of its Subsidiaries is in the business of providing Transition Services to third parties. Service Recipient agrees that Service Provider shall not be responsible for any Losses to the extent resulting from Service Recipient's (a) failure to retain SpinCo Employees who performed critical functions for the SpinCo Business in support of any services substantially similar to the Transition Services immediately prior to the Closing Date to continue to perform such functions to the extent necessary for Service Recipient to receive the Transition Services (and, in the event a SpinCo Employee for any reason does not continue with SpinCo or Parent, is no longer able to perform such functions, is terminated or otherwise leaves the employ of SpinCo or Parent, or is not retained by SpinCo or Parent, to replace any such SpinCo Employee with, or assign the critical functions performed by such person to, an employee or contractor of comparable skill for the function as soon as reasonably practicable) during the Term of such Transition Services, or (b) failure to employ or otherwise engage personnel to perform critical functions for the SpinCo Business to receive the Transition Services. During the term of this Agreement, Service Recipient agrees to work diligently and expeditiously using commercially reasonable efforts to employ or retain personnel, and establish its own logistics, infrastructure and systems, to enable a transition to its own internal organization (or employ directly the services of contractors, subcontractors, vendors, or other third party providers).

Section 2.14. IP Ownership and License. Intellectual Property created by or on behalf of Service Provider as a result of providing the Transition Services shall be owned (i) by Service Recipient to the extent it primarily relates to the SpinCo Business or is created specifically for the SpinCo Business ("Recipient IP"), and (ii) by Service Provider to the extent it is not Recipient IP ("Provider IP"). Service Provider hereby assigns all right, title and interest in the Recipient IP to Service Recipient, and shall do all things and take all actions (including executing and recording all documents) reasonably requested by Service Recipient or necessary to give effect to such assignment. Service Provider hereby grants to Service Recipient a royalty-free, fully paid-up, non-exclusive, worldwide, sublicensable and transferable license in, to and under all Provider IP, to the extent it is used in connection with any Recipient IP or other SpinCo Assets.

ARTICLE 3
COMPENSATION FOR SERVICES

Section 3.1. Fee. As compensation for each Transition Service to be provided pursuant hereto, Service Recipient shall pay Service Provider (a) the Initial Service Fee during the Initial Term, (provided, that, if the Effective Date is not the first day of the calendar month, Service Recipient shall pay a pro rata portion of the applicable Initial Service Fee for the first month of the Initial Term and the last month of the Final Term) (ii) the Extension Service Fee during the Extension Period, in each case, as set forth in Appendix A and (c) any Increased Service Fee ((a)–(c) collectively, the "Service Fee") and, if applicable, Third Party Charges. Notwithstanding anything to the contrary herein, the Service Fee shall be deemed inclusive of, and Service Recipient shall not be responsible for, any and all costs, expenses, fees, levies and other out-of-pocket expenses (other than, if applicable, Taxes and Third Party Charges) incurred in connection with the performance or provision of the Transition Services and (ii) Service Recipient shall not be obligated to pay the Extension Service Fee (and shall instead continue to pay the Initial Service Fee) during any Extension Period to the extent such Extension Period is necessary because Service Provider failed to meet the standards set forth in Section 2.4.

Section 3.2. Covered Taxes and Taxes. Service Recipient shall be responsible for and shall pay or reimburse Service Provider (in accordance with Section 3.3 below) for (a) all Third Party Charges pursuant to Section 2.10 and (b) any Covered Taxes that Service Provider or relevant Service Provider Party is required by applicable Law to collect or pay and any Taxes that Service Provider or relevant Service Provider Party is required by applicable Law to deduct or withhold pursuant to Section 3.5(b).

Section 3.3. Payment of Service Fees and Other Charges.

(a) Payment. Payment of the amounts due hereunder shall be made monthly, based on Settlement Statements issued by Service Provider to Service Recipient or any Local Statements (if applicable) issued by Service Provider or a Subsidiary of Service Provider to Service Recipient or a Subsidiary of Service Recipient in the manner set forth in Section 3.4. If the net total amount for the month set forth in such Settlement Statement or Local Statement is (i) a positive amount, Service Provider shall remit to Service Recipient and, as applicable, Service Provider or relevant Subsidiary of Service Provider shall remit to Service Recipient or the corresponding designated Subsidiary of Service Recipient as listed in Appendix B an amount equal to such net amount or (ii) a negative amount, Service Recipient shall remit to Service Provider and, as applicable, Service Recipient or relevant Subsidiary of Service Recipient shall remit to Service Provider or the corresponding designated Subsidiary of Service Provider as listed in Appendix B an amount equal to the absolute value of such net amount. Unless otherwise required by applicable Law, any payments pursuant to this Agreement with respect to a Settlement Statement shall be made in U.S. dollars and with respect to a Local Statement shall be made in the relevant local currency stated in Appendix B to the Party or relevant Subsidiary of a Party owed no later than thirty (30) days following the date of receipt by Service Recipient of any Settlement Statement or by Service Recipient or Subsidiary of Service Recipient of any Local Statement; provided, however, that in the event Service Recipient or Subsidiary of Service Recipient has a good faith objection to any cost or expense in any Settlement Statement or Local Statement that exceeds Fifty Thousand Dollars ($50,000.00) individually or in the aggregate (including good faith objections Service Recipient could have made in the preceding three (3) TSA Statements), each on the grounds that it does not comply with this Agreement, as set forth in a written notice to Service Provider and relevant Subsidiary of Service Provider containing reasonable detail as to the basis for Service Recipient's or Subsidiary of Service Recipient's objection (an "Objection Notice"), Service Recipient or Subsidiary of Service Recipient shall only be obligated to pay that portion of such Settlement Statement or Local Statement to which it does not object in such Objection Notice and Service Provider and Service Recipient shall resolve any dispute relating to the portion of the Settlement Statement or Local Statement to which Service Recipient or Subsidiary of Service Recipient has objected pursuant to Section 3.3(c).

(b) Failure of Payment. Any payments due and payable pursuant to Section 3.3(a) (which are not subject to an Objection Notice) and not made within the time required pursuant to Section 3.3(a) shall bear interest based on the federal funds rate in effect on the date such payments were required to be made through the date of payment. Without limiting other available remedies, Service Provider reserves the right to suspend the performance of Transition Services under this Agreement upon failure of Service Recipient or a designated Subsidiary of Service Recipient to make any payment which is past due pursuant to this Agreement, which failure is determined to be a material breach of this Agreement, except to the extent that such payment is subject to a dispute pursuant to Section 3.3(c); provided, however, that (i) Service Provider must provide written notice of its intention to suspend, or cause to be suspended, performance of any such Transition Services and provide Service Recipient thirty (30) days to cure such failure in full and (ii) Service Provider is only permitted to suspend the performance of Transition Services to which such uncured failure to pay directly relates. Notwithstanding anything to the contrary herein, to the extent any failure of Service Recipient or a designated Subsidiary of Service Recipient to make any payment due pursuant to this Agreement, to the extent it is determined to be a breach of this Agreement, shall be deemed a breach solely with respect to this Agreement (and not with respect to any other Transaction Document).

(c) Payment Dispute Resolution. If Service Recipient or Subsidiary of Service Recipient disputes pursuant to Section 3.3(a) any amount reflected in a Settlement Statement or Local Statement (if applicable), Service Recipient or relevant Subsidiary of Service Recipient must deliver to Service Provider and relevant Subsidiary of Service Provider as listed in Appendix B an Objection Notice no later than thirty (30) days after receiving such Settlement Statement or Local Statement. Subject to Service Provider's audit rights herein and in any other Transaction Document, if Service Recipient or Subsidiary of Service Recipient does not deliver to Service Provider and relevant Subsidiary of Service Provider an Objection Notice during such thirty (30) day period (or if any Objection Notice timely delivered to Service Provider and relevant Subsidiary of Service Provider does not dispute one or more such Third Party Charges set forth in the applicable Settlement Statement or Local Statement), Service Recipient and relevant Subsidiary of Service Recipient shall be deemed to have accepted such Settlement Statement or Local Statement (or the undisputed charges therein) and no dispute with respect to such Settlement Statement or Local Statement (or such undisputed charges) may thereafter be commenced. Within ten (10) days of Service Provider's and relevant Subsidiary of Service Provider's receipt of such Objection Notice, the TSA Contacts shall discuss in good faith a resolution of such Dispute. If, following such discussions, the TSA Contacts have not resolved such Dispute, then within ten (10) days after such discussions, the TSA Contacts shall discuss again, by telephone or in person, and members of senior management with authority to resolve such Dispute of each of Service Provider and Service Recipient shall attend and participate in such discussion. If such Dispute remains unresolved following such meeting of TSA Contacts and senior management personnel, such Dispute shall be resolved pursuant to Section 6.10 (provided, that, the Negotiation Period shall be deemed to have run). Any disputed amount under this Section 3.3(c) shall be paid within ten (10) days after the dispute has been finally resolved.

Section 3.4. **Settlement Statement.** No later than the last calendar day of the month following (i) each month during the Term and (ii) each of the two (2) months following the last day of the month in which this Agreement is terminated or expires, Service Provider shall deliver to Service Recipient a Settlement Statement or in the case of a written notice in lieu of a Settlement Statement in an applicable jurisdiction, a Local Statement issued by Service Provider or a Subsidiary of Service Provider to Service Recipient or a designated Subsidiary of Service Recipient as listed in Appendix B, each Settlement Statement and Local Statement(s) reflecting, to the extent reasonably possible at the time the Settlement Statement or Local Statement is prepared, all Service Fees and applicable Third Party Charges for all Transition Services provided to Service Recipient or relevant Subsidiary of Service Recipient in the preceding month pursuant to this Agreement (and, for the avoidance of doubt, any Service Fees and Third Party Charges that it is not reasonably possible to include in the applicable monthly Settlement Statement or Local Statement shall be carried over and included in the next monthly Settlement Statement or Local Statement) and all outstanding Services Fees and applicable Third Party Charges for any Transition Services provided to Service Recipient or relevant Subsidiary of Service Recipient (and not previously included in a Settlement Statement or Local Statement) pursuant to this Agreement. In each case unless otherwise required by applicable Law, all Settlement Statements shall be issued in U.S. dollars and all Local Statements (if applicable) shall be issued in the relevant local currency stated in Appendix B. If applicable, to the extent the amount of any fee, cost, expense, or other charge included in the calculation of a Service Fee or Third Party Charges for any Transition Service or other permitted charges is not expressed in U.S. dollars and needs to be converted to U.S. dollars for purposes of such calculation, Service Provider shall convert such amount into U.S. dollars based upon the applicable foreign exchange rate reported by the foreign exchange rate services of Bloomberg using the average of each daily rate within the month applicable to the Settlement Statement or Local Statement. Upon written request by Service Recipient's TSA Contact to Service Provider's TSA Contact, Service Provider shall make its personnel reasonably available to answer questions and provide supporting documentation (to the extent such documentation already exists or is otherwise routinely generated by the Company in the ordinary course) with respect to any Settlement Statement or Local Statement (if applicable).

Section 3.5. Taxes.

(a) Any amounts set forth herein are exclusive of all applicable sales, use, value-added, transfer, goods and services or other similar taxes, duties, levies, or fees in the nature of a tax, including interest and penalties imposed by a Governmental Authority, that Service Provider or relevant Service Provider Party may be required to collect from Service Recipient in connection with Service Provider's or relevant Service Provider Party's performance hereunder or that may be payable as a result of these transactions ("Covered Taxes"). For purposes of clarity, such amounts may include fees, costs, expenses, charges, and other amounts due hereunder. Service Recipient shall be responsible for and pay any Covered Taxes imposed as a result of its receipt of Transition Services or imposed on it with respect to the payments due to Service Provider or relevant Service Provider Party hereunder. Notwithstanding the above, if Service Provider or relevant Service Provider Party is required by applicable Law to collect or pay Covered Taxes, Service Provider or relevant Service Provider Party shall either collect such Covered Taxes from Service Recipient by collecting such Covered Taxes as separately stated in the Settlement Statement or Local Statement (if applicable) for the applicable month or, if the underlying transaction that gives rise to the Covered Taxes is not addressed by the Settlement Statement or Local Statement (if applicable), then such Covered Taxes shall be collected in a similar manner to the payment related to the underlying transaction. Covered Taxes or Taxes shall be computed transaction by transaction based on the gross amount due unless otherwise required by applicable Law, prior to any netting of actual payments pursuant to Section 3.3(a). Service Provider or relevant Service Provider Party shall not collect any Covered Taxes for which Service Recipient furnishes a valid and properly completed exemption certificate or other proof of exemption for which Service Recipient may legally claim an available exemption from such Covered Tax. Service Recipient shall be responsible for any Covered Tax, interest and penalty if such exemption certificate or other form of proof of exemption is disallowed by the tax authority. Notwithstanding the foregoing, Service Provider shall be responsible for any Covered Taxes (but only to the extent in the nature of, or constituting, penalties or interest) imposed as a result of a failure to timely remit any Covered Taxes to the applicable Governmental Authority to the extent Service Recipient timely remits such Covered Taxes to Service Provider or Service Recipient's failure to do so results from Service Provider's failure to timely charge or provide notice of such Covered Taxes to Service Recipient.

(b) Except for any Covered Taxes pursuant to Section 3.5(a), the Parties shall make all payments to one another free and clear of, and without deduction or withholding for any other Taxes unless required to deduct or withhold by applicable Law. In the event that a Party is required to deduct or withhold Taxes (other than Covered Taxes) in connection with any payments to the other Party pursuant to this Agreement, then such Party shall duly withhold and remit such Taxes to the appropriate Governmental Authority and shall pay to the other Party the remaining net amount after the Taxes have been withheld as reflected in the Settlement Statement or Local Statement (if applicable) for the applicable month. The withholding Party shall, as soon as reasonably practicable, furnish to the other Party a copy of an official tax receipt or other appropriate evidence of any taxes imposed on payments made hereunder and remittance thereof. Each Party shall provide to the other Party any certification reasonably necessary to certify a Party's eligibility (if any) for exemption or reduction from withholding or to certify a Party's status under the Foreign Account Tax Compliance Act or similar Law, if applicable.

(c) The Parties shall cooperate and use commercially reasonable efforts to (i) minimize the amount of Taxes covered by Section 3.5(a) or required to be withheld under applicable Law under Section 3.5(b), (ii) claim the benefit of any exemptions or reductions in applicable rates, to the extent allowable under applicable Law, and (iii) furnish or cause to be furnished to each other, upon reasonable request, as promptly as practicable, information and assistance relating to the preparation and filing of any Tax return, claim for refund or other filings relating to Taxes described in Section 3.5(a) and Section 3.5(b).

(d) Each Party shall be solely responsible for its own income taxes with respect to amounts received in connection with this Agreement.

ARTICLE 4
LIMITATION OF LIABILITY; DISCLAIMER OF WARRANTIES; INDEMNIFICATION

Section 4.1. Limitation of Liability.

(a) Limitations of Service Provider's Liability. Except with respect to (i) the Company's obligations pursuant to Section 7.1(c) of the TCMA to replace, or provide a refund for, Product that does not conform to the warranty set forth in Section 7.1(a) of the TCMA and (ii) Losses to the extent caused by Service Provider's willful misconduct, in the event of any performance or non-performance, or anything else, arising under this Agreement that results in any Losses for which Service Provider is liable, Service Provider's (meaning the Company together with its Subsidiaries) aggregate, maximum, cumulative and sole Liability (including based on breach of warranty, breach of contract, negligence, strict liability in tort, indemnity or any other legal or equitable theory) for such Losses, regardless of whether under this Agreement or under the TCMA or the TDSA, in the aggregate under all such agreements shall not exceed a maximum amount of One Hundred Million Dollars ($100,000,000). Service Recipient shall provide written notice of any claim for Losses reasonably promptly after becoming aware of the actions giving rise to such claim or Losses, and must specify the Losses amount claimed and a reasonable description of the action (including, if applicable, the Transition Service) giving rise to the claim; provided, that, no failure to give such notice will relieve Service Provider of any of its liability hereunder except to the extent that Service Provider is actually prejudiced by such failure. Service Provider shall not be liable in connection with this Agreement for any Losses that are punitive, special, exemplary, speculative, indirect, incidental or otherwise not reasonably foreseeable, nor for any Losses that are related to or based upon diminution of value (including any type of valuation multiple or similar theory of damages). Service Provider shall not be liable for any Losses that are consequential, indirect, or incidental, including loss of profits, except to the extent any such Losses result from Service Provider's material breach of this Agreement that has not been cured (in accordance with this Agreement) within thirty (30) days after Service Provider receives written notice of such breach from Service Recipient (an "Uncured Breach"). Notwithstanding the foregoing, if a Service Provider has three (3) Uncured Breaches in any twelve (12) month period during the Term, the preceding sentence shall not apply to (and Losses that are consequential, indirect, or incidental, including loss of profits (whether or not deemed to be direct damages) shall be available for) any subsequent material breach. Notwithstanding anything in this Agreement to the contrary, in no event shall Service Provider be liable under this Agreement for any failure to the extent such failure was directly attributable to the Service Recipient's material breach of this Agreement.

(b) Limitations of Service Recipient's Liability. Except with respect to Losses to the extent caused by Service Recipient's willful misconduct, in the event of any performance or non-performance, or anything else, arising under this Agreement that results in any Losses for which Service Recipient is liable, Service Recipient's aggregate, maximum, cumulative and sole Liability (including based on breach of warranty, breach of contract, negligence, strict liability in tort, indemnity or any other legal or equitable theory) for such Losses, regardless of whether under this Agreement or under the TCMA or the TDSA, in the aggregate under all such agreements shall not exceed a maximum amount of One Hundred Million Dollars ($100,000,000). Service Provider shall provide written notice of any claim for Losses reasonably promptly after becoming aware of the actions giving rise to such claim or Losses, and must specify the Losses amount claimed and a reasonable description of the action giving rise to the claim; provided, that, no failure to give such notice will relieve Service Recipient of any of its liability hereunder except to the extent that Service Recipient is actually prejudiced by such failure. Service Recipient shall not be liable in connection with this Agreement for any Losses that are punitive, special, exemplary, speculative, consequential, or otherwise not reasonably foreseeable, nor for any Losses related to or based upon diminution of value (including any type of valuation multiple or similar theory of damages). Notwithstanding anything in this Agreement to the contrary, in no event shall Service Recipient be liable under this Agreement for any failure to the extent such failure was directly attributable to Service Provider's material breach of this Agreement.

(c) The limitations of this Section 4.1 apply regardless of whether the Losses are based on breach of warranty, breach of contract, negligence, strict liability in tort, or any other legal or equitable theory. The limitations of liability of this Section 4.1 are independent of, and survive, any failure of the essential purpose of any remedy under this Agreement.

Section 4.2. Disclaimer of Warranties and Acknowledgment. EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, EACH OF SERVICE PROVIDER AND ITS SUBSIDIARIES MAKES NO WARRANTY OR CONDITION, EXPRESS OR IMPLIED, AND HEREBY DISCLAIMS ANY WARRANTIES OR CONDITIONS OF ANY KIND, INCLUDING WITH RESPECT TO (a) THE NATURE, CONDITION OR QUALITY OF ANY TRANSITION SERVICE OR ANY PRODUCT, MATERIALS, COMPONENTS, INFORMATION, DATA, OR SERVICES OBTAINED OR PROVIDED PURSUANT TO THIS AGREEMENT OR (b) THE RESULTS THAT WILL BE OBTAINED BY USING, RECEIVING, OR APPLYING ANY TRANSITION SERVICE OR PRODUCT, MATERIALS, COMPONENTS, INFORMATION, DATA, OR SERVICES, IN EACH CASE INCLUDING ANY EXPRESS OR IMPLIED WARRANTY OR CONDITION OF NONINFRINGEMENT, MERCHANTABILITY, SUITABILITY, ACCURACY, SATISFACTORY QUALITY, OR FITNESS FOR ANY PARTICULAR PURPOSE. SERVICE RECIPIENT EXPRESSLY AFFIRMS THAT IT IS NOT RELYING ON ANY REPRESENTATIONS, WARRANTIES OR CONDITIONS (OTHER THAN THOSE EXPRESSLY SET FORTH IN THIS AGREEMENT), EXPRESS OR IMPLIED, OF SERVICE PROVIDER, ITS AFFILIATES, OR ANY RELEVANT SERVICE PROVIDER PARTY IN ENTERING INTO THIS AGREEMENT AND ACKNOWLEDGES AND AGREES TO THE DISCLAIMERS IN THIS SECTION 4.2.

Section 4.3. Indemnification.

(a) Parent shall indemnify, defend and hold harmless the Company, its Subsidiaries, and its relevant Service Provider Parties and their respective equityholders, members, partners, agents, Representatives, directors, officers, employees, successors and assigns (collectively, the "Company Indemnified Parties") from and against, and shall pay and reimburse each of the Company Indemnified Parties for, any and all Losses incurred or sustained by, or imposed upon, the Company Indemnified Parties to the extent arising out of claims, demands, lawsuits, or other Actions made or threatened against them by any non-Affiliate third parties to the extent resulting from or relating to (i) SpinCo's or Parent's breach of this Agreement or (ii) SpinCo's or Parent's gross negligence or willful misconduct, except in each case (i) and (ii), to the extent such Losses are caused by the gross negligence or willful misconduct of any Company Indemnified Party.

(b) The Company shall indemnify, defend and hold harmless each of Parent, its Subsidiaries and their respective equityholders, members, partners, agents, representatives, directors, officers, employees and successors and assigns (collectively, the "Parent Indemnified Parties") from and against, and shall pay and reimburse each of the Parent Indemnified Parties for, any and all Losses incurred or sustained by, or imposed upon, the Parent Indemnified Parties to the extent arising out of claims, demands, lawsuits, or other Actions made or threatened against them by any non-Affiliate third parties to the extent resulting from or relating to (i) a Service Provider Party's breach of this Agreement or (ii) a Service Provider Party's gross negligence or willful misconduct, except in each case (i) and (ii), to the extent such Losses are caused by the gross negligence or willful misconduct of any Parent Indemnified Party.

(c) All claims for indemnification pursuant to this Section 4.3 shall be made in accordance with the indemnification procedures set forth in this Section 4.3(c) and subject to notice to the indemnifying party in accordance with Section 6.3. If a party believes in good faith it is entitled to assert a claim for indemnification pursuant to this Section 4.3, such party shall give the other party written notice of any such claim, including a description in reasonable detail of (i) the basis for, and nature of, such claim, including the facts constituting the basis for such claim, and (ii) the estimated amount of Losses that have been or may be sustained by the applicable indemnified party in connection with such claim. Any such notice shall be given promptly, generally not later than twenty (20) Business Days after the applicable party becomes aware of the facts constituting the basis for such claim; provided, however, that no failure to give such prompt written notice will relieve the indemnifying party of any of its indemnification obligations hereunder except to the extent that the indemnifying party is actually prejudiced by such failure. With respect to any such claim, the indemnifying party shall have the right to assume control of the defense of such claim at its own expense with counsel of its choosing, and the indemnified party shall cooperate in good faith in such defense. If the indemnifying party elects not to control the defense of such claim, the indemnified party may control the defense of such claim with counsel of its choosing and the indemnifying party will be liable for the reasonable out-of-pocket fees and expenses of external counsel. The party that is not controlling such defense shall have the right, at its own cost and expense, to participate in the defense of any claim with counsel selected by it. The parties shall reasonably cooperate with each other in connection with the defense of any such claim, including by retaining, and providing to the party controlling such defense, records and information that are reasonably relevant to such claim and making available relevant employees on a mutually convenient basis for providing additional information and explanation of any material provided hereunder. The party that is controlling such defense shall keep the other party reasonably advised and informed of the status of such claim and the defense thereof. The indemnified party shall not agree to any settlement of such a claim for which it seeks indemnification without the prior written consent of the indemnifying party. The indemnifying party will not agree to a settlement without the prior written consent of the indemnified party, such consent not to be unreasonably withheld, conditioned or delayed, unless such settlement would (A) include a complete and unconditional release of each indemnified party from all Losses with respect thereto, (B) not impose any Losses (including any equitable remedies) on the indemnified party and (C) not involve a finding or admission of any wrongdoing on the part of the indemnified party.

(d) No right of indemnification shall exist under this Agreement with respect to matters for which indemnification or coverage has been claimed and recovered under the Separation Agreement. No right of indemnification shall exist under the Separation Agreement with respect to matters for which indemnification or coverage has been claimed and recovered under this Agreement. No claim for indemnification made under this Agreement shall be denied solely because such claim was initially brought under the Separation Agreement and denied because the subject matter of such claim was reasonably believed to be covered under the indemnification provisions of this Agreement.

ARTICLE 5
TERM AND TERMINATION

Section 5.1. Term; Extension Period.

(a) This Agreement shall become effective on the Effective Date; provided that, in the event the Effective Date is different from the Statement Date, then (i) this Agreement shall be deemed effective as of the Effective Date for accounting and Settlement Statement (including Local Statement(s) (if applicable)) purposes and (ii) Service Recipient shall pay a pro rata portion of the applicable Initial Service Fee for the first month of the Initial Term and the last month of the Final Term). Unless terminated earlier pursuant to Section 5.2, this Agreement shall remain in full force and effect through the date of the termination or expiration of the last Service Term for any Transition Service (including, if applicable, the Extension Period, the "Term").

(b) Unless earlier suspended or terminated pursuant to the terms of this Agreement, Service Provider shall provide, and Service Recipient shall receive, each Transition Service for eighteen (18) months (the "Initial Term") and, if applicable, the Extension Period (together with the Initial Term, the "Service Term" for such Transition Service). Upon Service Recipient's written notice to Service Provider at least fifteen (15) days prior to the end of the Initial Term, the Initial Term may be extended for one (1) extension period equal to six (6) months (the "Extension Period"). Upon such written notice, (i) the Service Term of all Transition Services listed in such notice shall be deemed amended to include the Extension Period and (ii) the Term of this Agreement shall be deemed amended to include the Extension Period. The Service Term for any Transition Service may be extended beyond the Extension Period only by the mutual written consent of the Parties (it being understood that, except for the Extension Period, no Party shall be under any obligation to consider or agree to any extension of the Service Term for any Transition Service).

Section 5.2. **Termination.** This Agreement may be terminated at any time prior to the expiration of the Final Term:

(a) by the mutual written consent of the Company and Parent, with respect to this Agreement or any Transition Service, in its entirety or in part;

(b) by either Party for a material breach (other than breaches of Service Recipient's payment obligations hereunder) of this Agreement by the other Party that is not cured within thirty (30) days after written notice of such material breach is delivered to such other Party by the terminating Party; provided, that, Service Provider may only terminate with respect to Transition Services directly related to such material breach and the Transition Services directly dependent on such terminated Transition Services;

(c) by Service Recipient, in its entirety, by prior written notice delivered to Service Provider, which termination shall be effective on the last day of the month immediately following the month in which such notice was received by Service Provider and, if applicable, subject to having an Exit Plan for such Transition Services; or

(d) by a Party as otherwise (and to the extent and in the manner) specifically permitted in this Agreement by prior written notice delivered to the other Party.

Section 5.3. **Effect of Termination or Expiration.** Upon termination or expiration of any Transition Service or this Agreement in accordance with the terms of the Transition Services Schedule or this Agreement, Service Provider and relevant Service Provider Parties shall have no further obligation to provide such terminated or expired Transition Services or, in the case of the termination or expiration of this Agreement, this Agreement in its entirety; provided that the provisions of Article 1, Article 3, Article 4, Section 2.11, this Section 5.3, Section 5.4, Section 6.1, and Sections 6.3 – 6.17 shall survive indefinitely the termination or expiration of this Agreement.

Section 5.4. **Sums Due.** In the event of termination or expiration of this Agreement or any Transition Services under the Transition Services Schedule, and without limiting any other applicable payment rights or obligations of the Parties hereunder, any Party owed payment shall be entitled to prompt payment or reimbursement of, and such Party owing payment shall promptly pay and reimburse the Party owed payment under this Agreement or the applicable Transition Services Schedule for, all amounts accrued or due under this Agreement or with respect to any terminated or expired Transition Services, including any Covered Taxes, as of the date of such termination or expiration in accordance with the applicable Settlement Statement (which amount may be a pro rata portion of the applicable Service Fee).

ARTICLE 6
MISCELLANEOUS

Section 6.1. **Fees and Expenses.** Except as otherwise expressly set forth in this Agreement, in any other Transaction Document or in the Separation and Merger Agreements, all fees and expenses incurred by the Parties, including fees and disbursements of counsel, financial advisors, accountants and consultants, in connection with this Agreement and the transactions contemplated by this Agreement, shall be borne by the Party that has incurred such costs and expenses; provided, however, that in the event this Agreement is terminated or expires in accordance with its terms, the obligations of each Party to bear its own costs and expenses will be subject to any rights of such Party arising from a breach of this Agreement by the other Party prior to such termination or expiration.

Section 6.2. **Force Majeure.** The obligations of Service Provider, or any other relevant Service Provider Party, to provide Transition Services shall be suspended during the period and to the extent that Service Provider, or any other relevant Service Provider Party, is substantially prevented or significantly hindered or delayed from providing such Transition Services by any cause beyond the reasonable control of Service Provider or any other relevant Service Provider Party and which such party could not, by exercising substantially the same level of care and diligence with respect to such matters as it did during the twelve (12) month period prior to the Effective Date, reasonably have avoided (an "Event of Force Majeure"), including acts of God, strikes, lock-outs, other labor and industrial disputes and disturbances, civil disturbances, changes in government requirements and regulations, court orders, governmental actions, accidents, acts of war or conditions arising out of or attributable to war (whether declared or undeclared), terrorism, rebellion, revolution, insurrection, riot, invasion, fire, storm, flood, explosion, earthquake, elements of nature, epidemics, pandemics (including any worsening of the COVID-19 pandemic and any events arising from COVID-19 Measures adopted or enforced pursuant to bona fide COVID-19 policies adopted by the Company in an applicable region for its own internal organization after the date of this Agreement) national or regional emergency, shortage of necessary equipment, materials, power, or labor, or restrictions thereon or limitations upon the use thereof, and delays in transportation. In any Event of Force Majeure, (a) Service Provider shall give notice of such suspension to Service Recipient, as soon as reasonably practicable, stating the date and extent of such suspension and the cause thereof and (b) Service Provider, or the relevant Service Provider Party, shall use commercially reasonable efforts to overcome such Event of Force Majeure, minimize and mitigate the impact of the Event of Force Majeure on the operation of the SpinCo Business, which efforts shall be no less than those used in the Company Business, and resume the provision of the relevant Transition Services as soon as reasonably practicable after the removal of such Event of Force Majeure if the applicable Service Term for such Transition Service has not expired. Service Recipient and its Affiliates shall have no obligation to pay any Service Fees for any Transition Services that were not received as a result of an Event of Force Majeure, and the Parties will negotiate an appropriate and commercially reasonable reduction in the Service Fees for the impacted period(s) to reflect any such Transition Services not received. If, however, Service Provider, or the relevant Service Provider Party, cannot perform such suspended Transition Services for a period of ten (10) consecutive days due to such cause, then Service Recipient reserves the right to terminate such affected Transition Service. In the event the obligations of Service Provider to provide any Transition Service shall be suspended or terminated in accordance with this Section 6.2, Service Provider, its Subsidiaries, and relevant Service Provider Parties shall not have any Liability whatsoever to Service Recipient to the extent arising out of such suspension or termination of Service Provider's or the relevant Service Provider Party's provision of such Transition Service, except to the extent resulting from a breach by Service Provider of any agreement or covenant required to be performed or complied with by Service Provider pursuant to this Section 6.2 (but subject to the other limitations on Liability set forth in this Agreement).

Section 6.3. **Notices.** All notices, requests, claims, demands and other communications among the Parties under this Agreement shall be in writing and shall be deemed to have been duly given (a) when delivered in person, (b) when delivered after posting in the national mail having been sent registered or certified mail return receipt requested, postage prepaid, (c) when delivered by FedEx or other internationally recognized overnight delivery service or (d) when delivered by facsimile (solely if receipt is confirmed) or email (so long as the sender of such email does not receive an automatic reply from the recipient's email server indicating that the recipient did not receive such email), addressed as follows (or at such other address for a Party as shall be specified in a notice given in accordance with this Section 6.3):

If to the Company:

3M Company
Health Care Business Group
3M Center, Building 220-14E-13
St. Paul, MN 55144
E-mail: Dealnotices@mmm.com
Attention: Group President

with a copy (which shall not constitute notice) to:

3M Company
Office of General Counsel
3M Center, Building 220-9E-02
St. Paul, MN 55144
E-mail: Dealnotices@mmm.com
Attention: Secretary

If to Parent or SpinCo:

Neogen Corporation

620 Lesher Place Lansing, MI 48912
Attention: Amy Rocklin, Vice President and General Counsel
Email: ARocklin@neogen.com

with a copy (which shall not constitute notice) to:

Weil, Gotshal & Manges LLP
767 Fifth Avenue
New York, NY 10153
Telephone: (212) 310-8000
Attention: Michael J. Aiello; Eoghan P. Keenan
E-mail: michael.aiello@weil.com; eoghan.keenan@weil.com

Section 6.4. **Entire Agreement.** This Agreement (including the Transition Services Schedule and Appendices, Annexes and Schedules hereto), the Separation and Merger Agreements, the Confidentiality Agreement and the other Transaction Documents constitute the entire agreement of the Parties with respect to the subject matter hereof and supersede all prior agreements and understandings between the parties with respect to such subject matter; other prior representations, warranties, understandings and agreements, both written and oral, with respect to such subject matter; provided, however, for the sake of clarity, it is understood that this Agreement shall not supersede the terms and provisions of the Confidentiality Agreement, which shall survive and remain in effect until expiration or termination thereof in accordance with its respective terms; provided, that, following the Effective Time, Parent shall have no obligations under the Confidentiality Agreement with respect to information to the extent related to the SpinCo Entities or the SpinCo Business and included in the SpinCo Assets, which information shall no longer be considered "Evaluation Material" for purposes thereof (provided further that the foregoing shall in no way diminish, eliminate or alter any obligation of Parent with respect to any other Evaluation Material).

Section 6.5. Amendment. No provision of this Agreement, including the Transition Services Schedule, Appendices, Annexes and Schedules hereto, (except as otherwise provided therein) may be amended or modified except by a written instrument signed by each of the parties hereto or thereto, as applicable.

Section 6.6. Waivers of Default. Either Party may, at any time, (a) extend the time for the performance of any of the obligations or other acts of the other Party or (b) waive compliance by the other Party with any of the agreements or conditions contained herein. A waiver by a Party of any default by another Party of any provision of this Agreement shall not be deemed a waiver by the waiving Party of any subsequent or other default. No failure or delay by a Party in exercising any right, power or privilege under this Agreement shall operate as a waiver thereof, nor shall a single or partial exercise thereof prejudice any other or further exercise thereof or the exercise of any other right, power or privilege. No waiver by any Party of any provision of this Agreement shall be effective unless explicitly set forth in writing and executed by the Party so waiving.

Section 6.7. Severability. If any provision of this Agreement, or the application of any such provision to any Person or circumstance shall be held invalid, illegal or unenforceable in any respect by a court of competent jurisdiction, such invalidity, illegality or unenforceability shall not affect any other provision hereof. The Parties further agree that if any provision contained herein is, to any extent, held invalid or unenforceable in any respect under the Laws governing this Agreement, they shall take any actions necessary to render the remaining provisions of this Agreement valid and enforceable to the fullest extent permitted by Law and, to the extent necessary, shall amend or otherwise modify this Agreement to replace any provision contained herein that is held invalid or unenforceable with a valid and enforceable provision giving effect to the intent of the Parties.

Section 6.8. No Third Party Beneficiaries. Except as provided in Section 4.3 with respect to the Company Indemnified Parties and Parent Indemnified Parties, this Agreement is for the sole benefit of the parties to this Agreement and members of their respective Groups and their permitted successors and assigns, and nothing in this Agreement, express or implied, is intended to or shall confer upon any other Person any legal or equitable right, benefit or remedy of any nature whatsoever under or by reason of this Agreement.

Section 6.9. Assignment. This Agreement shall not be assigned by any Party without the prior written consent of the other Party, except that a Party may assign any or all of its rights and obligations under this Agreement in connection with a sale or disposition of any assets or entities or lines of business of such Party or in connection with a merger transaction in which such Party is not the surviving entity; provided, however, that in each case, no such assignment shall release such Party from any liability or obligation under this Agreement. The provisions of this Agreement and the obligations and rights under this Agreement shall be binding upon, inure to the benefit of and be enforceable by (and against) the Parties and their respective successors and permitted transferees and assigns.

Section 6.10. Dispute Resolution.

(a) Any claim, disagreement, or dispute between the Parties arising out of or relating to this Agreement (including the Transition Services Schedule) or any of the transactions contemplated hereby (a "Dispute") shall be resolved in the manner provided in this Section 6.10. The Parties shall attempt to resolve any Dispute by negotiating in good faith for a period of thirty (30) days after receipt by either Party of a written notice of the Dispute from the other Party (the "Negotiation Period"). The written notice shall identify, with reasonable particularity, each matter or issue that is the subject of the Dispute, a summary of the basis for the Party's position with respect to each such matter or issue and the relief being requested by the Party. Subject to Section 6.10(b), no Party shall commence any Action in respect of any Dispute (i) until the expiration of the Negotiation Period or (ii) if the other Party has refused to participate or has not reasonably participated in the required negotiation process in good faith set forth in this Section 6.10(a).

(b) Notwithstanding anything to the contrary provided in this Section 6.10, any Party may at any time, in connection with any Dispute, apply for temporary injunctive or other provisional judicial relief pursuant to Section 6.11 if, in such Party's sole judgment, such action is necessary to avoid irreparable damage or to preserve the status quo until such time as such Dispute is otherwise resolved in accordance with this Section 6.10. Any such action pursuant to Section 6.11 shall not relieve any Party of its obligation to fully comply with this Section 6.10 promptly following commencement of any such action.

Section 6.11. Governing Law; Submission to Jurisdiction; Waiver of Jury Trial.

(a) This Agreement, and all claims, disputes, controversies or causes of action (whether in contract, tort, equity or otherwise) that may be based upon, arise out of or relate to this Agreement (including the Transition Services Schedule and Appendices, Annexes and Schedules hereto) or the negotiation, execution or performance of this Agreement (including any claim, dispute, controversy or cause of action based upon, arising out of or related to any representation or warranty made in or in connection with this Agreement or as an inducement to enter into this Agreement), shall be governed by and construed in accordance with the internal Laws of the State of Delaware, without regard to any choice or conflict of law provision or rule (whether of the State of Delaware or any other jurisdiction) that would cause the application of the Laws of any jurisdiction other than the State of Delaware.

(b) Subject to Section 6.10, Each of the Parties, on behalf of itself and the members of its Group agrees that any Action related to this Agreement, unless expressly provided therein, shall be brought exclusively in the Court of Chancery of the State of Delaware or, if under applicable Law, exclusive jurisdiction over such matter is vested in the federal courts, any federal court in the State of Delaware and any appellate court from any thereof (the "Chosen Courts"). Subject to Section 6.10, by executing and delivering this Agreement, each of the Parties irrevocably: (i) accepts generally and unconditionally submits to the exclusive jurisdiction of the Chosen Courts for any Action contemplated by this Section 6.11; (ii) waives any objections which such party may now or hereafter have to the laying of venue of any Action contemplated by this Section 6.11 and hereby further irrevocably waives and agrees not to plead or claim that any such Action has been brought in an inconvenient forum; (iii) agrees that it will not attempt to deny or defeat the personal jurisdiction of the Chosen Courts by motion or other request for leave from any such court; (iv) agrees that it will not bring any Action contemplated by this Section 6.11 in any court other than the Chosen Courts; (v) agrees that service of all process, including the summons and complaint, in any Action may be made by registered or certified mail, return receipt requested, to such party at their respective addresses provided in accordance with Section 6.3 or in any other manner permitted by Law; and (vi) agrees that service as provided in the preceding clause (v) is sufficient to confer personal jurisdiction over such party in the Action, and otherwise constitutes effective and binding service in every respect. Each of the Parties agrees that a final judgment in any such Action in a Chosen Court as provided above may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by Law, and each party further agrees to the non-exclusive jurisdiction of the Chosen Courts for the enforcement or execution of any such judgment.

(c) THE PARTIES HEREBY UNCONDITIONALLY AND IRREVOCABLY WAIVE THEIR RIGHT TO TRIAL BY JURY IN ANY JUDICIAL PROCEEDING IN ANY COURT RELATING TO ANY DISPUTE, CONTROVERSY OR CLAIM ARISING OUT OF, RELATING TO OR IN CONNECTION WITH THIS AGREEMENT (INCLUDING THE TRANSITION SERVICES SCHEDULE AND APPENDICES, ANNEXES AND SCHEDULES HERETO) OR THE BREACH, TERMINATION OR VALIDITY OF SUCH AGREEMENT OR THE NEGOTIATION, EXECUTION OR PERFORMANCE OF SUCH AGREEMENT. NO PARTY TO THIS AGREEMENT SHALL SEEK A JURY TRIAL IN ANY LAWSUIT, PROCEEDING, COUNTERCLAIM OR ANY OTHER LITIGATION PROCEDURE BASED UPON, OR ARISING OUT OF, THIS AGREEMENT OR ANY RELATED INSTRUMENTS. NO PARTY WILL SEEK TO CONSOLIDATE ANY SUCH ACTION IN WHICH A JURY TRIAL HAS BEEN WAIVED WITH ANY OTHER ACTION IN WHICH A JURY TRIAL CANNOT BE OR HAS NOT BEEN WAIVED. EACH PARTY TO THIS AGREEMENT CERTIFIES THAT IT HAS BEEN INDUCED TO ENTER INTO THIS AGREEMENT OR INSTRUMENT BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS SET FORTH ABOVE IN THIS SECTION 6.11. NO PARTY HAS IN ANY WAY AGREED WITH OR REPRESENTED TO ANY OTHER PARTY THAT THE PROVISIONS OF THIS SECTION 6.11 WILL NOT BE FULLY ENFORCED IN ALL INSTANCES.

Section 6.12. Exclusive Remedies. Except as otherwise provided in this Agreement, any and all remedies herein expressly conferred upon a Party pursuant to this Agreement shall be deemed cumulative with, and not exclusive of, any other remedy expressly conferred hereby, and the exercise by a Party of any one such remedy will not preclude the exercise of any other such remedy; provided, however, that subject to a Party's right to bring a claim for breach of contract against the other Party arising from or related to this Agreement, such remedies provided to the Parties pursuant to this Agreement will be the sole and exclusive remedies of the Parties with respect to claims or Disputes arising out of or relating to this Agreement or any of the transactions contemplated by this Agreement, including the provision of Transition Services hereunder.

Section 6.13. Interpretation; Construction.

(a) The headings contained in this Agreement are inserted for convenience only and shall not be considered in interpreting or construing any of the provisions contained in this Agreement. The introductory paragraph, Recitals, Appendices and any Transition Services Schedule (including any Annex thereto) referred to herein shall be construed with and as an integral part of this Agreement to the same extent as if they were set forth verbatim herein. Any capitalized terms used in any Recital, Appendix, Annex or Schedule but not otherwise defined or specified therein shall be defined as set forth in this Agreement. Neither the making nor the acceptance of this Agreement shall enlarge, restrict or otherwise modify the terms of the Separation and Merger Agreements or constitute a waiver or release by the Company or Parent of any liabilities, obligations or commitments imposed upon them by the terms of the Separation and Merger Agreements, including the representations, warranties, covenants, agreements and other provisions of the Separation and Merger Agreements. Notwithstanding any other provision of this Agreement to the contrary, (i) to the extent that the provisions of any other Transaction Document or the Separation and Merger Agreement conflict with the provisions of this Agreement, the provisions of this Agreement shall govern with respect to the subject matter addressed hereby to the extent of such conflict or inconsistency and (ii) to the extent that the provisions of the Transition Services Schedule conflict with the provisions of this Agreement, the provisions of this Agreement shall govern (unless the Transition Services Schedule expressly provides otherwise).

(b) Interpretation of this Agreement shall be governed by the following rules of construction: (a) words in the singular shall be held to include the plural and vice versa, and words of one gender shall be held to include the other gender as the context requires; (b) references to the terms "Article," "Section," "paragraph," "clause," "Exhibit," "Annex," "Appendix" and "Schedule" are references to the Articles, Sections, paragraphs, clauses, Exhibits, Annexes, Appendices and Schedules of this Agreement unless otherwise specified; (c) the terms "hereof," "herein," "hereby," "hereto" and derivative or similar words refer to this entire Agreement, including the Schedules and Exhibits hereto; (d) references to "$" shall mean U.S. dollars; (e) the word "including" and words of similar import when used in this Agreement shall mean "including without limitation," unless otherwise specified; (f) the word "or" shall not be exclusive; (g) references to "written" or "in writing" include in electronic form; (h) provisions shall apply, when appropriate, to successive events and transactions; (i) the table of contents and headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement; and (j) a reference to any Person includes such Person's successors and permitted assigns.

(c) The Parties have each participated in the negotiation and drafting of this Agreement and if an ambiguity or question of interpretation should arise, this Agreement shall be construed as if drafted jointly by the Parties and no presumption or burden of proof shall arise favoring or burdening a Party by virtue of the authorship of any of the provisions in this Agreement or any interim drafts of this Agreement.

Section 6.14. Counterparts and Electronic Signatures. This Agreement may be executed in two or more counterparts (including by electronic or .pdf transmission), each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Delivery of any signature page by facsimile, electronic or .pdf transmission shall be binding to the same extent as an original signature page.

Section 6.15. Further Assurances. In addition to the actions specifically provided for elsewhere in this Agreement, each of the Parties will cooperate with each other in all matters relating to, and use commercially reasonable efforts to take, or cause to be taken all actions, and to do, or to cause to be done, all things, reasonably necessary on its part under applicable Law or Contractual obligations for, the provision and receipt of the Transition Services, including (a) exchanging information, (b) performing true-ups and adjustments, and (c) seeking all Consents and Permits necessary to permit each Party to perform its obligations hereunder; provided, however, that, except as otherwise stated herein or as mutually agreed by the Parties, no Party shall be required to relinquish or forbear any rights, or incur any out-of-pocket costs, expenses, fees, levies or charges, in connection with obtaining such Consents and Permits.

Section 6.16. Relationship of the Parties. Nothing contained in this Agreement shall be deemed or construed as creating a joint venture or partnership between the Parties hereto. No Party is by virtue of this Agreement authorized as an agent, employee or legal representative of the other Party. No Party shall have the power by virtue of this Agreement to control the activities and operations of the other and their status is, and at all times shall continue to be, that of independent contractors with respect to each other. No Party shall have any power or authority to bind or commit the other Party by virtue of this Agreement. No Party shall hold itself out as having any authority or relationship in contravention of this Section 6.16.

Section 6.17. Confidentiality. The Parties acknowledge that in connection with the provision and receipt of the Transition Services, any Party or any of its Affiliates or its or their respective Representatives (such Party, the "Receiving Party") may obtain access to Confidential Information of the other Party or any of its Affiliates or its or their respective Representatives (such Party, the "Disclosing Party"). Subject to Section 7.2 of the Separation Agreement solely with respect to SpinCo Confidential Information and Company Confidential Information (as each is defined in the Separation Agreement), in each case, known by either (x) Service Recipient or (y) Service Provider, in each case, as of the Distribution Time, the Receiving Party shall refrain from (a) using any Confidential Information of the Disclosing Party except for the purpose of providing or directly supporting the provision of Transition Services and (b) disclosing any Confidential Information of the Disclosing Party to any Person, except to such Receiving Party's Affiliates and its and their respective Representatives and independent contractors as is reasonably required in connection with the exercise of each Party's rights and obligations under this Agreement (and only if such Persons are subject to use and disclosure restrictions consistent with those set forth herein). In the event that the Receiving Party is required by any applicable Law to disclose any such Confidential Information, the Receiving Party shall (x) to the extent permissible by such applicable Law, provide the Disclosing Party with prompt and, if practicable, advance, written notice of such requirement, (y) disclose only that information that the Receiving Party determines (with the advice of counsel) is required by such applicable Law to be disclosed and (z) use commercially reasonable efforts to preserve the confidentiality of such Confidential Information, including by, at the Disclosing Party's request, reasonably cooperating with the Disclosing Party to obtain an appropriate protective order or other reliable assurance that confidential treatment shall be accorded such Confidential Information (at the Disclosing Party's sole cost and expense). With respect to Representatives of Parent or any of its Affiliates that, prior to the Closing, were Representatives of the Company or any of its Affiliates, nothing in this Section 6.17 shall vitiate such Representative's confidentiality obligations owed to the Company or any of its Affiliates (or, if applicable Parent and its Affiliates) as a consequence of such Representative's former relationship with the Company or any of its Affiliates.

Section 6.18. **Access to IT Assets**. If any Party or its Affiliates, or its or their employees (including SpinCo Employees) or contractors have access (either on-site or remotely) to the IT Assets in relation to the Transition Services such Party shall (a) limit such access solely to the use of such IT Assets for purposes of the Transition Services and shall not access or attempt to access the IT Assets other than those required for the Transition Services, (b) use IT Assets in accordance with the granting party's reasonable rules, policies, and procedures applicable to such granting party (with respect to Parent as the accessing party, copies of which have been provided to SpinCo Employees via the Company's intranet site) and in accordance with all applicable Laws, (c) with respect to any facility (including any SpinCo Real Property) in which such IT Assets are located, maintain reasonable security and access control and (d) not extract or share any data from the IT Assets except for purposes of the Transition Services and in the case of SpinCo, solely as requested and directed by Company and in accordance with Schedule 4.1 of the Separation Agreement, and (e) not introduce any Malicious Code into the IT Assets. The accessing party shall limit access to the IT Assets to only its or Affiliates' employees or contractors that the Parties mutually agree have a need to have such access in connection with the Transition Services; provided, that, SpinCo Employees and contractors who had access to such IT Assets during the month prior to the Closing Date or to such other employees and contractors of SpinCo or its Subsidiaries replacing any such SpinCo Employees and contractors pursuant to Section 2.12 will be deemed to have a bona fide need to have such access in connection with the Transition Services; and provided, further, that any such other employees and contractors of the accessing party granted such access complete reasonable training required by the granting party in its internal organization on the permitted and proper access and use of the applicable IT Assets (which training shall be promptly provided to such employees and contractors by the granting party). The accessing party will promptly notify the granting party of the termination of any employee or contractor of the accessing party with a user identification number for the IT Assets and inform each such terminated employee or contractor that their access to and use of IT Assets has been revoked. The accessing party will return all tangible IT Assets used by such terminated employee or contractor to the granting party no later than fourteen (14) days after termination of such employee or contractor. All user identification numbers and passwords disclosed pursuant to this Agreement to and any information obtained by the accessing party as a result of its access to and use of the IT Assets which is confidential or proprietary shall be deemed to be, and treated as, Confidential Information hereunder. The accessing party's employees and contractors shall not share or disclose their user identification numbers and passwords to any other employee or contractor of Parent or its Subsidiaries or to any third party. The accessing party is responsible for its and its Subsidiaries' employees' and contractors' use and misuse of the IT Assets. The granting party may revoke the access of an employee or contractor of the accessing party in the event of an actual or reasonably suspected material violation of this Agreement or the granting party's applicable policies or procedures by such employee or contractor, which violation is likely to cause a security issue or vulnerability or other adverse effect on the functionality of the IT Assets, and which polices and procedures have been made available to such employee or contractor before such violation. The accessing party shall cooperate with the granting party in the investigation of any actual or suspected unauthorized access to any of the IT Assets (at the granting party's sole cost and expense). The accessing party shall cooperate with the granting party in the investigation of any actual or suspected unauthorized access to any of the IT Assets (at the granting party's sole cost and expense). If the accessing party becomes aware of its or its Subsidiaries' employee's or contractor's noncompliance with any of the requirements set forth in this Section 6.18, the accessing party shall (x) promptly notify the granting party in writing and provide a reasonable description of such noncompliance and (y) promptly cooperate with the granting party's reasonable requests in connection with its investigation and mitigation of any adverse effects to the IT Assets due to such noncompliance.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed as of the date first written above by their respective officers thereunto duly authorized.

COMPANY

3M COMPANY

By: /s/ Jeffrey Lavers
Name: Jeffrey Lavers
Title: Group President

PARENT

NEOGEN CORPORATION

By: /s/ John E. Adent

Name: John E. Adent

Title: President and Chief Executive Officer

SPINCO

GARDEN SPINCO CORPORATION

By: /s/ Jerry T. Will
Name: Jerry T. Will
Title: Vice President

Exhibit 10.5

EXECUTION VERSION

Certain confidential information contained in this document, marked by brackets and asterisks ([* * *]), has been omitted because it is both (i) not material and (ii) would be competitively harmful if publicly disclosed.

TRANSITION DISTRIBUTION SERVICES AGREEMENT

BY AND AMONG

3M COMPANY,

GARDEN SPINCO COROPORATION

AND

NEOGEN CORPORATION

DATED AS OF SEPTEMBER 1, 2022

TRANSITION DISTRIBUTION SERVICES AGREEMENT

This TRANSITION DISTRIBUTION SERVICES AGREEMENT (this "Agreement" or "TDSA"), dated as of September 1, 2022 (the "Effective Date"), is entered into by and among 3M Company, a Delaware corporation (the "Company"), Garden SpinCo Corporation, a Delaware corporation ("SpinCo"), and Neogen Corporation, a Michigan corporation ("Parent" and, together with the Company and SpinCo, the "Parties," and each, individually, a "Party").

RECITALS

WHEREAS, Parent, the Company, SpinCo, and Nova RMT Sub, Inc., a Delaware corporation and a wholly-owned subsidiary of Parent ("Merger Sub"), are parties to that certain Separation and Distribution Agreement, dated as of December 13, 2021 (the "Separation Agreement"), and that certain Agreement and Plan of Merger, dated as of December 13, 2021 (the "Merger Agreement" and, together with the Separation Agreement, the "Separation and Merger Agreements");

WHEREAS, pursuant to the Separation and Merger Agreements, (i) the Company has agreed to transfer, and cause its Subsidiaries to transfer, to the SpinCo Group, and SpinCo has agreed to assume from the Company and its Subsidiaries, the Transferred Assets and the Assumed Liabilities (the "Separation"), (ii) in exchange for the transfer of the Transferred Assets to (and the assumption of the Assumed Liabilities by) the SpinCo Group, the Company will receive from SpinCo a distribution of all of the issued and outstanding shares of capital stock of SpinCo (the "Distribution"), and (iii) shortly following the Distribution, Merger Sub has agreed to merge with and into SpinCo, with SpinCo as the surviving corporation of such merger (the "Merger"), in each case, pursuant to the terms and conditions of the Separation and Merger Agreements;

WHEREAS, this Agreement is a "Transaction Document" pursuant to the Separation and Merger Agreements;

WHEREAS, this Agreement is being entered into by the Parties (a) as a condition to the Closing and (b) in order to promote the orderly transition of certain operations of the SpinCo Business and to effectuate the orderly consummation of the transactions contemplated under the Separation and Merger Agreements; and

WHEREAS, consistent with Parent's authority to set the strategic direction for, and make strategic decisions in respect of, the SpinCo Business following the transactions contemplated under the Separation and Merger Agreements, this Agreement sets forth the terms and conditions pursuant to which Parent desires the Company to act as its distributor and perform the Transition Distribution Activities, and the Company is willing to act as a distributor and provide the Transition Distribution Activities for Parent, for a limited period following the Closing.

NOW, THEREFORE, in consideration of the premises and the mutual covenants and agreements contained in this Agreement and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties, intending to be legally bound, agree as follows:

ARTICLE 1
DEFINITIONS

Section 1.1. **Certain Defined Terms**. Capitalized terms used but not otherwise defined herein shall have the meanings ascribed thereto in the Separation and Merger Agreements, or, if no meanings are ascribed thereto in the Separation and Merger Agreements, in the Transition Services Agreement. As used in this Agreement, the following terms shall have the following meanings:

"Agreed Upon Procedures" has the meaning set forth in Section 2.6(d).

"Additional Supported Products" has the meaning set forth in Section 3.2(b).

"Agreement" or "TDSA" has the meaning set forth in the introductory paragraph of this Agreement.

"Billings" means, with respect to any month during the Term, the Company's or other relevant Service Provider Party's invoices to Customers in such month for Products sold to such Customers.

"Company" has the meaning set forth in the introductory paragraph to this Agreement.

"Company Compensation" means the amount to which the Company or any relevant Subsidiary of the Company (if applicable) shall be entitled and retain in connection with the sale of Products to Customers pursuant to this Agreement which shall be determined on a monthly basis during the Term and shall be equal to [* * *] percent ([* * *]) of Net Sales of Products during the applicable month (*i.e.,* Net Sales multiplied by [* * *]).

"Company Indemnified Parties" has the meaning set forth in Section 4.3(a).

"Confidential Information" has the meaning set forth in the Transition Services Agreement; provided, however, that the reference to Section 6.17 in such definition in the Transition Services Agreement shall instead refer to Section 6.17 of this Agreement.

"Cost of Goods Sold" or "COGS" means, with respect to Products, direct materials, labor, overhead, purchased services, freight, and drayage, and expensed engineering as recorded in the Company's accounting systems relating to Net Sales within the applicable monthly Settlement Statement or Local Statement (if applicable). The Company will account for COGS related to Products in a manner consistent with the practices of the SpinCo Business in the twelve (12) months prior to the Closing Date applicable to such Products. If during the Term the Company makes material changes to such policies and practices, the Company will provide written notice to Parent of any such changes.

"Country(ies)" means (a) the certain country(ies) listed in Appendix A, (b) such other country(ies) added to this Agreement pursuant to Section 2.5(a) and (c) all countries other than Russia in which Products of the SpinCo Business were sold or shipped to Persons within the twelve (12) month period immediately prior to the Effective Date.

"Covered Taxes" has the meaning set forth in Section 3.11(a).

"Customers" means Persons who (a) are active customers in the Company's systems or have purchased Products of the SpinCo Business as operated by the Company or the Company's Subsidiaries in the Country(ies) within the twelve (12) month period immediately prior to the Closing Date or (b) become customers or purchasers of Products in the Country(ies) after the Closing Date pursuant to Section 2.5(a), but shall not include the Company or any Subsidiaries of the Company.

"Demand Plan" means, with respect to any Supported Product, such plan customarily used by the SpinCo Business in the twelve (12) months prior to the Closing Date, and prepared in a manner and form materially consistent with the past practice of the SpinCo Business for developing demand plans for Supported Products in the twelve (12) months prior to the Closing Date, subject to adjustment annually or at any time during the Term by Customer.

"Disclosing Party" has the meaning set forth in Section 6.17.

"Dispute" has the meaning set forth in Section 6.10(a).

"Distribution" has the meaning set forth in the Recitals.

"Effective Date" has the meaning set forth in the introductory paragraph to this Agreement.

"Event of Force Majeure" has the meaning set forth in Section 6.2.

"Excluded Employees" has the meaning set forth in the Employee Matters Agreement.

"Exit Plan" has the meaning set forth in Section 6.19.

"Extension Period" has the meaning set forth in Section 5.1(a).

"Final Receivables Balance" means an amount equal to (a) the Receivables as of the day immediately preceding the issuance day of the final Settlement Statement or Local Statement (if applicable) pursuant to Section 2.6(a)(ii), minus (b) the Receivables Reserve.

"Gross Margin" means, with respect to any month during the Term, Net Sales during such month, minus COGS as recorded in the Company's or relevant Service Provider Party's accounting systems for such month.

"Gross Sales" means, with respect to any month during the Term, the aggregate gross amount of Billings to Customers pursuant to this Agreement during such month by the Company's or relevant Service Provider Party's reporting entity as recorded in accordance with applicable Law, before any on- or off-invoice deductions applicable to such Billings are applied thereto.

"Initial Supported Products Inventory – Retained" has the meaning set forth in Section 3.2(a).

"Initial TDSA Inventory" has the meaning set forth in Section 3.2(a).

"Initial TDSA Inventory – Transferred" has the meaning set forth in Section 3.2(a).

"Initial TDSA Inventory – Transferred Purchase Price" has the meaning set forth in Section 3.2(a)(i).

"Liable Parent Party" has the meaning set forth in Section 4.1(b).

"Local Statement" has the meaning set forth in the definition of Settlement Statement.

"Merger" has the meaning set forth in the Recitals.

"Merger Agreement" has the meaning set forth in the Recitals.

"Merger Sub" has the meaning set forth in the Recitals.

"Negotiation Period" has the meaning set forth in Section 6.10(a).

"Net Proceeds" means, with respect to any month, an amount equal to (a) Gross Margin during such month, minus (b) the Company Compensation for such month, minus (c) without duplication of any other amounts to the extent included in the calculation of Net Proceeds, any Operational Expenses for such month, minus (d) any Covered Taxes that the Company or the Company's Subsidiaries are required by applicable Law to collect or pay, minus (e) any Taxes that the Company or the Company's Subsidiaries are required by applicable Law to deduct or withhold pursuant to Section 3.11(b), minus (f) the Rebate Accrual (excluding any on or off-invoice deductions already reflected in the Gross Margin, minus (g) in the third-to-last month of the Term, the Section 3.9 Holdback, and, in the case of the final month of the Term which is the subject of the Settlement Statement or Local Statement (if applicable) pursuant to Section 2.6(a)(i), minus (h) the Receivables Reserve, and, in the case of the month which is subject to the final Settlement Statement or Local Statement (if applicable) pursuant to Section 2.6(a)(ii), minus (i) the Final Receivables Balance (if a positive amount) or, as the case may be, plus the absolute value of the Final Receivables Balance (if a negative amount), and plus (j) the Section 3.9 Credit (if applicable).

"Net Sales" means, with respect to any month during the Term, Gross Sales during such month, minus the aggregate net amount of any and all on- or off-invoice deductions applicable to such Gross Sales; provided, that, in no event will any particular amount be deducted more than once in calculating Net Sales.

"Non-Conforming Product" has the meaning set forth in Section 3.5.

"Operational Expenses" means expenses incurred by the Company or relevant Service Provider Party for the benefit of Parent with respect to Procured Goods and Services for the SpinCo Business pursuant to certain Supply Chain Services of the Transition Services Schedule (in Annex A, Supply Chain Services #1) of the TSA and reflected in COGS.

"Parent" has the meaning set forth in the introductory paragraph to this Agreement.

"Parent Indemnified Party" has the meaning set forth in Section 4.3(b).

"Party" or "Parties" has the meaning set forth in the introductory paragraph to this Agreement.

"Personnel Review Charges" has the meaning set forth in Section 2.6(d).

"Products" means (a) Supported Products and (b) the services of the SpinCo Business sold or made available to Customers by or on behalf of the SpinCo Business in the twelve (12) months prior to the Closing Date (including repair and maintenance service for and calibration of equipment of the SpinCo Business (to the extent and in the volume and level of service, manner, quality and availability at least materially consistent with how the Company or relevant Service Provider Party provided (or procured the provision of) such services for the SpinCo Business in the twelve (12) months prior to the Closing Date).

"Rebate Accrual" means the amount of any sales rebates accrued by the Company or any relevant Service Provider Party for and related to Products the Company or any relevant Service Provider Party sells to Customers under this Agreement during its Term pursuant to a Contract in accordance with the terms of a rebate or promotional program of the Company or relevant Service Provider Party applicable to such Contract and in effect as of the Closing Date (which rebate or promotional program is consistent with the practices of the SpinCo Business in the twelve (12) months prior to the Closing Date). Such rebates shall be accepted and such amounts shall be calculated in the manner used by the Company or relevant Service Provider Party for the SpinCo Business in the twelve (12) months prior to the Closing Date.

"Receivables" means, as of any date, the aggregate balance, as of such date, of all invoiced but uncollected receivables due and payable to the Company or other Service Provider Party from Customers that arose in connection with the Company's or other Service Provider Party's sale of any Product to the Customers pursuant to this Agreement.

"Receivables Reserve" means an amount equal to the best estimate of the amount of doubtful accounts in relation to the Receivables determined in a manner consistent with the practices of the SpinCo Business in the twelve (12) months prior to the Closing Date and in accordance with the Company's applicable policies and procedures for the SpinCo Business.

"Receiving Party" has the meaning set forth in Section 6.17.

"Recovery" has the meaning set forth in Section 3.7.

"Report" has the meaning set forth in Section 2.6(d).

"Review" has the meaning set forth in Section 2.6(d).

"Review Firm" has the meaning set forth in the Recitals.

"Section 3.9 Credit" means an amount equal to the total amount of payments received, as of the day immediately preceding the issuance day of the final Settlement Statement pursuant to Section 2.6(a)(ii), by the Company and any relevant Service Provider Party (as applicable) from Parent and Parent's Affiliate(s) (as applicable) pursuant to any invoice(s) issued to Parent or Parent's Affiliate(s) in accordance with Section 3.9; provided that in no event shall such amount be greater than the Section 3.9 Holdback.

"Section 3.9 Holdback" means an amount equal to [* * *] Dollars ([* * *]).

"Separation" has the meaning set forth in the Recitals.

"Separation Agreement" has the meaning set forth in the Recitals.

"Separation and Merger Agreements" has the meaning set forth in the Recitals.

"Service Provider Party" has the meaning set forth in Section 2.2.

"Settlement Statement" means a written, monthly notice prepared by the Company, pursuant to Appendix A, Accounting and Finance Services, of the TSA and applicable Law, setting forth and netting amounts due and payable between the Parties (and, if applicable, their relevant Subsidiaries) pursuant to this Agreement, the TSA, the TCMA and the Real Estate License Agreement in the applicable month. In lieu of and in addition to a Settlement Statement and as required by applicable Law or as would be consistent with local custom and practice for comparable transactions in an applicable jurisdiction, however, such monthly notice may be in the form of an invoice or other document (a "Local Statement") issued by the Company or a Subsidiary of the Company to Parent or a designated Subsidiary of Parent as listed in Appendix B with respect to certain transactions contemplated by this Agreement in such an applicable jurisdiction.

"SpinCo" has the meaning set forth in the Recitals.

"Shutdown" has the meaning set forth in Section 2.5(e).

"Statement Date" means the first calendar day of the month in which Closing occurs.

"Subcontracting Agreement" has the meaning set forth in Section 2.1(a).

"Supported Products" means the (i) finished goods available from the SpinCo Business for sale to Customers as of immediately prior to the Closing Date and which are set up in, and subject to, the Demand Plan systems of the SpinCo Business as maintained in the systems of the Company or other relevant Service Provider Party within the twelve (12) months prior to the Closing Date ("Initial Supported Products"), (ii) finished goods available from or manufactured by or on behalf of the SpinCo Business for sale to Customers that have the same SKU number as the Initial Supported Products, and (iii) finished goods of the SpinCo Business that may be added to such systems after the Closing Date pursuant to Section 3.8.

"TDSA Contact" has the meaning set forth in Section 2.9.

"TSA" means the Transition Services Agreement (which has the meaning set forth in the Separation Agreement).

"Term" has the meaning set forth in Section 5.1.

"Third Party Primary Provider" has the meaning set forth in Section 2.2.

"Third Party Provider" has the meaning set forth in Section 2.2.

"Transition Distribution Activities" means all activities related to the Company's or any Subsidiary of the Company's (if applicable) shipment and sale of Products to Customers in the Country(ies) during the Term in a manner consistent with the appointment set forth in Section 2.1 and the manner in which the Company and, as applicable, the Company's Subsidiaries shipped and sold Products for the SpinCo Business in the Country(ies) to Customers (or similarly situated Customers, in the case of Persons that become Customers after the Closing Date pursuant to Section 2.5(a)) in the twelve (12) months prior to the Closing Date. For the avoidance of doubt, the shipment and sale of Products to Customers are provided as a package offering to Parent and SpinCo under this Agreement and may not be severed for any purpose (e.g., in order to reduce the amount of the Company Compensation).

"Transition Financial Information" has the meaning set forth in Section 2.6(d)

"Uncured Breach" has the meaning set forth in Section 4.1(a).

ARTICLE 2
TRANSITION DISTRIBUTION ACTIVITIES

Section 2.1. Transition Distribution Activities and Appointment.

(a) Upon the terms and subject to and in consideration of the conditions set forth in this Agreement, the Company shall provide, cause its Subsidiaries to provide, or otherwise make available through Third Party Providers (in accordance with Section 2.2), for Parent and its Subsidiaries the Transition Distribution Activities for the Term indicated in Section 5.1. For purposes of performing such Transition Distribution Activities, (i) Parent appoints the Company to serve as a non-exclusive, limited distributor of Products during the Term in the Country(ies) only, and (ii) Parent and SpinCo have entered into the Subcontracting Agreement in Support of the TDSA with the Company in the form set forth in Appendix C (the "Subcontracting Agreement") as of the date of this Agreement, and (iii) in the event any Customer requests additional assurances or guarantees from Parent related to the Company's performance of Transition Distribution Activities with respect to such Customer pursuant to this Agreement during the Term, upon the Company's reasonable request, Parent shall provide its reasonable cooperation as necessary to assist the Company in responding to such Customer with appropriate assurances or guarantees satisfactory to such Customer which enables the Company to continue to perform Transition Distribution Activities related to such Customer during the Term and, for the avoidance of doubt, the Subcontracting Agreement, including any amendment or addendum thereto, is an example of such assurance or guarantee.

(b) In the event a Subsidiary of the Company provides any Transition Distribution Activities or any Transition Distribution Activities are provided to a Subsidiary of Parent, the Company or Parent, as applicable, shall (i) cause each such Subsidiary to comply with its obligations as set forth in this Agreement (including, if applicable, the performance of the Transition Distribution Activities) and (ii) remain fully responsible for its and each such Subsidiary's compliance with their respective obligations under this Agreement and applicable Law.

Section 2.2. **The Company's Subsidiaries and Third Party Providers**. In providing the Transition Distribution Activities, the Company may (a) use its own personnel, (b) use any of its Subsidiaries and the personnel of any of its Subsidiaries, or (c) in coordination with Parent, employ the services of qualified contractors, subcontractors, vendors or other third party providers (each, a "Third Party Provider"); provided, that, Company (i) shall provide Parent with reasonable prior notice of a change in any Third Party Provider that is the primary provider of any Transition Distribution Activity (a "Third Party Primary Provider"), (ii) prior to implementing such material change with respect to a Third Party Primary Provider, shall consult with Parent in good faith to minimize any adverse effect thereof on the provision of the Transition Distribution Activities, except to the extent such material change results in the termination in whole or part of a Transition Distribution Activity provided by a Third Party Primary Provider (other than for the Company's material breach) or a disproportionate and material negative effect on the provision of the Transition Distribution Activities shall (x) provide Parent with prompt written notice upon becoming aware of such change and (y) if possible, work around the impediment to perform the affected Transition Distribution Activities in a manner that does not create a disproportionate and material negative effect on the Transition Distribution Activities and that is consistent with Section 2.4 at no additional cost to Parent; provided, that, if, using commercially reasonable efforts, the Company is not able to provide the affected Transition Distribution Activities without accepting such material change, the Parties shall cooperate in good faith to identify a commercially reasonable alternative to the affected Transition Distribution Activity, (iii) the Company shall remain fully responsible for each such Third Party Provider's compliance with its respective obligations (including its performance of the Transition Distribution Activities) under this Agreement, and (iv) the Company's use of a Third Party Provider shall not increase the amounts payable by Parent or SpinCo under this Agreement. Each of the Company and any of its Subsidiaries or any Person used by the Company to provide Transition Distribution Activities shall be referred to as a "Service Provider Party" and be subject to and within the scope of Parent's obligations and appointment pursuant to Section 2.1 to serve as a non-exclusive, limited distributor of Products for the Term.

Section 2.3. **Nature and Quality of Transition Distribution Activities**. Each of the Parties understands and agrees that (a) the Company and its Subsidiaries, as applicable, are not in the business of performing Transition Distribution Activities for or on behalf of third parties, (b) the standard of care to which the Company and any other Service Provider Party performing Transition Distribution Activities hereunder shall be held shall be substantially the same degree of care, skill, and diligence used by the Company or its Subsidiaries, as applicable, in performing activities substantially similar to such Transition Distribution Activities for its own internal organization at the time the Transition Distribution Activities are performed, and (c) the Transition Distribution Activities shall be provided at times, quality and availability at least materially consistent with the operations of any similar business of the Company or its relevant Subsidiaries at the time the Transition Distribution Services are provided, and (b) nothing in this Agreement shall require or be interpreted in a manner that would hold the Company or its Subsidiaries to a higher degree of care, skill or diligence in providing Transition Distribution Services hereunder used by the Company or its Subsidiaries in connection with the SpinCo Business in the twelve (12) months prior to the Effective Date.

Section 2.4. **The Company's Policies and Procedures**. Except to the extent in conflict with the terms of this Agreement, the Transition Distribution Activities shall be provided by a Service Provider Party in accordance with the Company's and any other applicable Service Provider Party's reasonable policies and procedures that are applicable to the Company and its applicable Subsidiaries at the time the Transition Distribution Activities are provided; provided, that, any change to such policies and procedures following the Distribution shall not apply to the extent such change has a disproportionate and material negative effect on the Transition Distribution Activities. If Parent acts in a manner that is materially inconsistent with such policies or procedures, the Company shall so inform Parent and specify and provide the relevant policies or procedures to Parent, and Parent shall use commercially reasonable efforts to materially conform to the reasonable requirements included in such policies or procedures. Subject to Section 2.3, a Service Provider Party is permitted to make changes from time to time to such policies and procedures; provided, however, that any changes to such policies and procedures shall also apply to the Company or relevant Service Provider Party in the performance of activities substantially similar to the Transition Distribution Activities for its own internal organization and shall not have a disproportionate and material negative effect on the Transition Distribution Activities.

Section 2.5. **Limitations to the Company's Obligations**. In addition to any other limitation or exclusion of the Company's obligations or liability hereunder, the Parties agree as follows:

(a) Customers and Additional Customers. The Company or Subsidiary of the Company (if applicable) shall sell and ship Products to, and promptly accept or decline orders received from, Customers in a manner consistent with its past practices for processing similar orders or releases and selling and shipping Products for the SpinCo Business in the Country(ies) in the twelve (12) month period prior to the Closing Date; provided, that, the Company and each of its Subsidiaries shall accept all such orders unless it is unable, using commercially reasonable efforts, to fulfill such order without materially disrupting the Company Business, and, prior to declining an order, the Company shall provide Parent with written notice including the reason why such order has been declined. Parent may identify and request that the Company sell and ship Products to Persons in the Country(ies) in addition to Customers, provided that any such additional Person is located in a Country then currently served by the Company under this Agreement or in a country added to this Agreement pursuant to the last sentence of this Section 2.5(a). If the sale of Products to such additional Persons is consistent with the Company's practices for adding new customers for the SpinCo Business, in each case, in the twelve (12) month period prior to the Closing Date, the Company shall implement such request, and shall sell and ship Products to such additional Person, which Person shall be deemed to be a "Customer" for all purposes under this Agreement, as promptly as reasonably practicable, which shall be no later than twenty (20) days following the Company's receipt of such request (or on such other date as the Parties shall mutually agree); provided, that (i) all material order or contract terms have been agreed with such additional Person and (ii) Parent (or Parent's Affiliate or other party designated and authorized by Parent) enters into an order or contract with such Person for the sale of Products and designates the Company or other relevant Service Provider Party to be an order fulfillment provider from which such Person can obtain Products under the order or contract during the Term and, if applicable and subject to the Company's obligations under Section 4.3, further designates Parent (or Parent's Affiliate or other party designated and authorized by Parent other than the Company or any of its Subsidiaries) to be the seller from which such Person shall purchase Products and the sole party responsible for all performance and any other obligations of the Company, any of its Subsidiaries, or any other Service Provider Party under the order or contract following the termination or expiration or the Term, and any Liabilities that arise solely out of such performance or obligations. For the avoidance of doubt, if, during the Term, a Customer or Parent requests that the Company or Subsidiary of the Company (if applicable) amend, extend, or renew an existing Contract with a Customer or enter into a new Contract with a Customer for the sale of Products on substantially the same terms as the existing arrangement (other than the Term of the arrangement), the Company shall promptly provide Parent notice of such request, and, in consultation with Parent and unless otherwise agreed by the Parties, accept such request. Upon the written request of Parent to add one or more countries to this Agreement, such request shall be approved by Company and the requested country(ies) shall be deemed to be "Country(ies)" for purposes of this Agreement so long as it is reasonably practicable for the Company or a Service Provider Party to provide the Transition Distribution Activities in accordance with all applicable Laws in such country(ies).

(b) Parent as Sole Beneficiary. Parent acknowledges and agrees that the Transition Distribution Activities are provided solely for the use and benefit of Parent and its Affiliates, and solely in support of the operation of the SpinCo Business and transition of the SpinCo Business to SpinCo and Parent during the Term, and promoting the orderly transition of Customers to Parent's sales channels for Products following the Closing, and minimizing disruption to such Customers. The Company acknowledges and agrees, on behalf of itself, its Subsidiaries and all other Service Provider Parties, that no Service Provider Party is permitted to use any Products other than in the provision of the Transition Distribution Activities or otherwise sell, provide, or make available such Products to third parties other than Customers on behalf of the SpinCo Business operated by Parent.

(c) Other Limitations. If the volume or quantity of the Transition Distribution Activities (i) materially exceed the volumes or quantities the Company would reasonably anticipate providing to the SpinCo Business (but for the transactions contemplated by the Separation and Merger Agreements) in the ordinary course during the Term and factoring in the reasonably anticipated growth of the SpinCo Business during such period, unless such volumes, quantities or levels of the services have otherwise been agreed to in writing by the Parties in this Agreement or are set forth in the Demand Plan and (ii) the provision of such materially excessive volumes or quantities results in a material burden on the Company Business, then the Steering Committee shall consult in good faith as to whether a commercially reasonable alternative is available. If the volumes, quantities or levels of the services provided with respect to the Transition Distribution Activities during the Term result in a material increase in costs or expenses (beyond those expenses included in COGS) associated with the provision of such Transition Distribution Activity), each of Parent and the Company shall negotiate in good faith an amendment to this Agreement to account for such cost or expense increases. The Company shall not be obligated to provide, or cause to be provided, any Transition Distribution Activity in a jurisdiction where a Permit is required to perform such Transition Distribution Activity in such jurisdiction and the Company does not hold such Permit and cannot either obtain (i) such Transition Distribution Activity from a duly licensed and qualified Third Party Provider upon commercially reasonable terms or (ii) a Permit using commercially reasonable efforts and without incurring any material expenditure or other Liability; provided, however, that in each of the foregoing circumstances, the Company shall (x) provide Parent with prompt written notice upon becoming aware that it lacks a required Permit and (y) if possible, cooperate and coordinate with Parent to jointly work around the impediment to perform the affected Transition Distribution Activities in a manner that does not require a Permit and that is consistent with Section 2.3 at no additional cost to Parent. If, using commercially reasonable efforts, the Company is not able to provide the affected Transition Distribution Activity without the required Permit, the Parties shall cooperate in good faith to identify a commercially reasonable alternative to the affected Transition Distribution Activity.

(d) Maintenance and Shutdowns. If the Company determines that it is necessary to temporarily suspend a Transition Distribution Activity due to the shutdown of the operation of any IT Assets, facilities, machinery, equipment or similar assets used in the performance of a Transition Distribution Activity due to scheduled or emergency maintenance, modification, repairs, updates or upgrades, alterations or replacements (any such event, a "Shutdown"), the Company shall provide Parent with reasonable prior written notice, which shall be provided promptly following the date established for any regularly scheduled Shutdown, of such Shutdown (including reasonable information regarding the nature and the projected length of such Shutdown), unless it is not reasonably practicable under the circumstances to provide such prior notice, in which case the Company shall provide written notice as soon as reasonably practicable, and, in each case, thereafter the Company shall use commercially reasonable efforts to cooperate with Parent to minimize or mitigate any impact on or disruption to the Transition Distribution Activities or the SpinCo Business caused by such Shutdown, and minimize the duration of the Shutdown. Parent shall have no obligation to pay any amounts for any Transition Distribution Activities that were not received as a result of such suspension of Transition Distribution Activities. If, however, the Company or relevant Service Provider Party cannot provide such suspended Transition Distribution Activities for a period of ten (10) consecutive days due to such Shutdown, then Parent reserves the right to terminate such affected Transition Distribution Activities. In the event the obligations of the Company or relevant Service Provider Party to perform any Transition Distribution Activities shall be suspended or terminated in accordance with this Section 2.5(d), no Party shall have any Liability whatsoever to the other Party arising out of or solely relating to such suspension or termination of the Company's or relevant Service Provider Party's performance of such Transition Distribution Activities, except to the extent (1) resulting from a breach by a Service Provider Party of any agreement or covenant required to be performed or complied with by a Service Provider Party pursuant to this Section 2.5(d) (but subject to the other limitations on Liability set forth in this Agreement) or (2) the Shutdown was caused by Supplier's negligence in operating the IT Assets.

(e) Legal Compliance. No Service Provider Party shall be required hereunder to take any action (including by providing any Transition Distribution Activities) that would constitute, or that Service Provider reasonably believes would constitute, (i) a violation of any applicable Law or (ii) a material breach of Service Provider Party's contractual obligations, or (iii) any other violation of a third party's Intellectual Property rights; provided, however, that in each of the foregoing circumstances, Service Provider Party shall (x) provide Parent with prompt written notice upon becoming aware of such impediment and (y) if possible, work around the impediment to perform the affected Transition Distribution Activities in a manner that does not violate any applicable Law, contractual obligations or third party Intellectual Property rights and that is consistent with Section 2.4 at no additional cost to Parent. If, using commercially reasonable efforts, the Company is not able to provide the affected Transition Distribution Activity without violating applicable Law, its contractual obligations, a third party's Intellectual Property rights, the Parties shall cooperate in good faith to identify a commercially reasonable alternative to the affected Transition Distribution Activity.

Section 2.6. Settlement Statement.

(a) Net Proceeds (if a positive amount for a given monthly period) shall be paid to Parent in accordance with the terms of this Agreement, the TSA and the TDSA, subject to the Settlement Statement process described herein and in the TSA. No later than the last calendar day of the month following (i) each month during the Term and (ii) each of the two (2) months following the last day of the month in which this Agreement is terminated or expires, Company shall deliver to Parent a Settlement Statement or in the case of a written notice in lieu of a Settlement Statement in an applicable jurisdiction, a Local Statement issued by the Company or a Subsidiary of Company to Parent or a designated Subsidiary of Parent as listed in Appendix B, each Settlement Statement and Local Statement(s) reflecting, to the extent reasonably possible at the time the Settlement Statement or Local Statement is prepared, the Net Proceeds payable to Parent for the preceding month pursuant to this Agreement (and for the avoidance of doubt, any Net Proceeds for a given month that it is not reasonably possible to include in the applicable monthly Settlement Statement or Local Statement shall be carried over and included when available in the next monthly Settlement Statement or Local Statement), and all outstanding Third Party Charges for any Transition Distribution Activities provided to Parent or relevant Subsidiary of Parent (and not previously included in a Settlement Statement or Local Statement) pursuant to this Agreement. In each case unless otherwise required by applicable Law, all Settlement Statements shall be issued in U.S. dollars and all Local Statements (if applicable) shall be issued in the relevant local currency stated in Appendix B. If applicable, to the extent any amounts used in the calculation of Net Proceeds is not expressed in U.S. dollars and need to be converted to U.S. dollars for purposes of such calculation, the Company shall convert such amount into U.S. dollars based upon the applicable foreign exchange rate reported by the foreign exchange rate services of Bloomberg using the average of each daily rate within the month applicable to the Settlement Statement or Local Statement. Upon written request by the Company's TDSA Contact to Parent's TDSA Contact, the Company shall make its personnel reasonably available to answer questions and provide reasonable supporting documentation (to the extent such documentation already exists or is otherwise routinely generated by the Company in the ordinary course) with respect to any Settlement Statement or Local Statement (if applicable). The Settlement Statement provided following the end of each Calendar Quarter during the Term shall be accompanied by a report setting forth, with respect to each Calendar Quarter, for each Product, customer and country: (a) the Net Sales of each Product to each Customer in each country and (b) a calculation of the Company Compensation due on such Net Sales.

(b) No later than thirty (30) days following the date of receipt by Parent of any Settlement Statement or by Parent or a Subsidiary of Parent of any Local Statement, if the net total amount for the month set forth in such Settlement Statement or Local Statement is (i) a positive amount, the Company shall remit to Parent and, as applicable, the Company or a relevant Subsidiary of the Company shall remit to Parent or the corresponding designated Subsidiary of Parent as listed in Appendix B an amount equal to such net amount or (ii) a negative amount, Parent shall remit to the Company and, as applicable, Parent or a relevant Subsidiary of Parent shall remit to the Company or the corresponding designated Subsidiary of the Company as listed in Appendix B an amount equal to the absolute value of such net amount. Unless otherwise required by applicable Law, any payments pursuant to this Agreement with respect to a Settlement Statement shall be made in U.S. dollars and with respect to a Local Statement shall be made in the relevant local currency stated in Appendix B to the Party or relevant Subsidiary of a Party owed. Any payments due and payable pursuant to this Section 2.6 (which are not subject to an Objection Notice) and not made within the time required pursuant to this Section 2.6(b) shall be subject to late charges, calculated based on the federal funds rate in effect on the date such payments were required to be made through the date of payment. Without limiting other available remedies, the Company reserves the right to suspend, or cause to be suspended, the performance of Transition Distribution Activities under this Agreement upon failure of Parent or a designated Subsidiary of Parent to make any payment which is past due pursuant to this Agreement, which failure is determined to be a material breach of this Agreement; provided, however, that the Company must provide written notice of its intention to suspend, or cause to be suspended, performance of any such Transition Distribution Activities and provide Parent thirty (30) days to cure such failure in full. Notwithstanding anything to the contrary herein, to the extent any failure of Parent, SpinCo or its or their Subsidiaries to make any payment due pursuant to this Agreement, to the extent it is determined to be a breach of this Agreement, shall be deemed a breach solely with respect to this Agreement (and not with respect to any other Transaction Document).

(c) If Parent or Subsidiary of Parent disputes any amount reflected in a Settlement Statement or Local Statement (if applicable), Parent or relevant Subsidiary of Parent must deliver to the Company and relevant Subsidiary of the Company as listed in Appendix B an Objection Notice no later than thirty (30) days after receiving such Settlement Statement or Local Statement. Within ten (10) days of the Company's and relevant Subsidiary of the Company's receipt of such Objection Notice, the TSA Contacts shall discuss in good faith a resolution of such Dispute. If, following such discussions, the TSA Contacts have not resolved such Dispute, then within ten (10) days after such discussions, the TSA Contacts shall discuss again, by telephone or in person, and members of senior management with authority to resolve such Dispute of each of the Company and Parent shall attend and participate in such discussion. If such Dispute remains unresolved following such meeting of TSA Contacts and senior management personnel, such Dispute shall be resolved pursuant to Section 6.10 (provided, that, the Negotiation Period shall be deemed to have run). Any disputed amount under this Section 2.6(c) shall be paid within thirty (30) days after the dispute has been finally resolved.

(d) The Company shall keep materially complete information relevant to verify the accuracy of the amounts due and payable under this Agreement, the TSA and the TCMA, including with respect to the Company's Net Proceeds under this Agreement, COGS and Standard Inventory Cost under the TCMA and Service Fees under the TSA (collectively, the "Transition Financial Information"). Parent shall have the right during the Term to request that Agreed Upon Procedures, as defined hereafter, be undertaken to verify the Transitional Financial Information (a "Review"). Upon Parent's written request for a Review (which request shall be made no more than once annually during each year of the Term), the Company shall, at Parent's expense (including reimbursement of the Company's reasonable documented out-of-pocket expenses) and the Personnel Review Charges (as described below), cause a mutually agreed upon independent public accounting firm (the "Review Firm") to (a) review such records to verify the Transition Financial Information (for a reasonable period during the Term, specified by Parent) and (b) provide to Parent and the Company a report (the "Report") reasonably detailing their findings in connection with performing the specified procedures, including as applicable any amount of overpayment by Parent to the Company or underpayment by the Company to Parent, as applicable (collectively the "Agreed Upon Procedures"). If such Report reveals that Parent has overpaid the Company or the Company has underpaid Parent, in either case, by more than five percent (5%) for the applicable assessed period, then Company shall be fully responsible for the cost of the Review conducted hereunder, and shall (i) remit to Parent the amount of such overpayment as a credit in the next monthly Settlement Statement or, if Company is no longer delivering and remitting payments via Settlement Statements, then via direct remittance within thirty (30) days following receipt of such Report, (ii) remit to Parent the amount of any underpayment within thirty (30) days following receipt of such Report, and (iii) reimburse Parent for any Personnel Review Charges already paid by Parent in connection with such Review. If such Report reveals that Parent has underpaid the Company or the Company has overpaid Parent, in either case, by more than five percent (5%) for the applicable assessed period, then Parent shall remit to the Company the amount of such underpayment as a debit in the next monthly Settlement Statement or, if Company is no longer delivering and remitting payments via Settlement Statements, then via direct remittance within thirty (30) days following receipt of such Report; provided, for clarity, in such scenario (i) the Company shall bear its costs and expenses associated with such Review (including any Personnel Review Charges) and shall reimburse Parent for any such costs and expenses (including any Personnel Review Charges) already paid to the Company and (ii) the Company shall not seek or be entitled to any other reimbursement or payment from Parent in connection with such Review. Except as set forth in the foregoing sentences, Parent shall reimburse Company for Company's personnel in connection with a Review, which shall be charged at a rate of $[* * *] per hour for the first 200 personnel hours of each Review, $[* * *] per hour for the next 100 personnel hours of the Review, and $[* * *] per hour for all additional personnel hours for such Review (the "Personnel Review Charges"). For avoidance of doubt the foregoing hourly rates apply per each Review conducted, and shall not be aggregated across Reviews conducted in accordance with this provision. Parent may request at any time that the Company's personnel cease to perform work associated with a Review; provided, that if the Review Firm is unable to complete and deliver its Report because Parent so elects to cease such personnel's performance, then the activities already undertaken in furtherance of such Review shall nevertheless satisfy the Company's obligation to permit one such annual Review pursuant to this Section 2.6(d), unless and until Parent confirms such personnel may resume and continue work associated with such Review; provided that such resumption of work must begin no later than thirty (30) days following the date on which Parent elected to cease such personnel's performance. Parent shall also have the right, exercisable once in the six (6) months following the last to expire or terminate of the TSA, TDSA, and TCMA, to conduct a Review with respect to the Transition Financial Information relevant to the final year of the applicable Term. For the avoidance of doubt, the Review rights set forth in this Section 2.6(d), Section 2.8 of the TSA and Section 4.9 of the TCMA are not intended to be incremental to one another, but rather one common set of Review rights, which has been replicated in each of this Agreement, the TSA and the TCMA for ease of reference.

Section 2.7. **Information, Cooperation, and Other Assistance**. During the Term, Parent shall, upon request by the Company, (a) provide the Company or any other relevant Service Provider Party with all information within the control of (or reasonably available to) Parent which is reasonably necessary to perform any Transition Distribution Activities; provided, that, Parent shall not be required to disclose any information to the extent disclosure to the applicable Service Provider Party is not permitted under applicable Law or disclosure of such information is subject to any contractual restrictions which prevent Parent from disclosing such information; provided, however, if possible, the applicable Parties will seek to work around any such impediment in a manner that does not violate any applicable Law or contractual obligations or restrictions; and (b) otherwise reasonably cooperate with the Company or any other relevant Service Provider Party to the extent reasonably necessary for the performance of the Transition Distribution Activities; provided, that, in the case of (a), Service Recipient shall not incur any additional out-of-pocket costs or expenses or fees in connection with such actions. If disclosed by Parent, any Confidential Information shall be subject to Section 6.17. The Company and other relevant Service Provider Party shall not be liable for any breach of this Agreement to the extent caused by Parent's failure to provide necessary information or cooperation in breach of Parent's obligations in this Section 2.7.

Section 2.8. **Third Party Software Licenses**. Parent agrees and acknowledges that certain Transition Distribution Activities to be performed hereunder may require that the Company or any other relevant Service Provider Party make use of third party Software or systems for the benefit of Parent in performing the Transition Distribution Activities. The Company shall use commercially reasonable efforts to secure any and all third party Consents and licenses necessary or advisable to allow a Service Provider Party to perform the Transition Distribution Activities, including those Consents and licenses required to allow Parent to access the systems of any applicable Software or technology vendor for use by the Company or any other relevant Service Provider Party during the term of this Agreement; provided, however, that (a) Parent shall be responsible for and shall pay or reimburse the Company for all incremental costs, expenses, fees, levies or charges the Company, any of its Subsidiaries, or other relevant Service Provider Party incurs in connection with obtaining such Software licenses and required Consents, in each case, to the extent incurred solely to provide, and solely attributable to, the Transition Distribution Activities, (b) the Company agrees to use commercially reasonable efforts to avoid, minimize and mitigate any such costs, expenses, fees, levies or charges and (c) neither the Company, nor any of its Subsidiaries, or other Service Provider Party shall be required to relinquish or forbear any material rights in connection with obtaining such Software licenses and required Consents. Obtaining any such necessary Software licenses and required Consents is an express condition to Company's and Service Provider Party's obligation to provide any Transition Distribution Activity requiring the use of such Software under this Agreement, and neither the Company nor any other relevant Service Provider Party shall be considered in breach of this Agreement for failure to provide such Transition Distribution Activity (due to the fact that the Parties were unable to acquire the necessary licenses and required Consents in accordance with the obligations of this Section 2.8); provided, that, the Parties shall cooperate in good faith to identify a commercially reasonable alternative to such Transition Distribution Activities at no additional cost to Parent . To the extent that Parent or SpinCo has direct access to or use of third party Software licensed by Company, any of its Subsidiaries, or any other Service Provider Party during the term of this Agreement, each of Parent and SpinCo agrees to, and agrees to cause its Subsidiaries (as applicable) to, comply with the terms of such Software licenses which have been provided to Parent.

Section 2.9. **TDSA Contact**. The Company and Parent shall each promptly designate an individual to act as its primary point of operational contact for the administration and operation of this Agreement (each, a "TDSA Contact"). With respect to the Party a TDSA Contact represents, each TDSA Contact shall have overall responsibility for coordinating all activities undertaken by such Party hereunder, for acting as a day-to-day contact with the other Party on matters related to this Agreement, for making available to the other Party information and other support reasonably required for the performance of the Transition Distribution Activities in accordance with the terms of this Agreement, and for initially negotiating the resolution of any Disputes between the Parties under this Agreement. The TDSA Contacts shall meet or confer, by telephone or in person, from time to time as reasonably necessary, but no less than biweekly with a formal Steering Committee to meet once per month or another meeting frequency agreed by the Parties in writing, between the Closing Date and the expiration or termination of the Term in order to promote open and efficient communication regarding effective and coordinated performance of, and resolution of questions and issues related to, the Transition Distribution Activities. The Company and Parent may change their respective TDSA Contacts from time to time upon delivery of a written notice to the other Party in accordance with Section 6.3.

Section 2.10. **Parent Acknowledgment and Representations**. Parent understands that the Transition Distribution Activities provided hereunder are transitional in nature and are provided for the purpose of working toward a smooth and orderly transfer of the SpinCo Business to SpinCo and Parent, and promoting the orderly transition of Customers in the Countries to Parents' sales channels for Products following the Closing. Parent understands and agrees that neither Company nor any of its Subsidiaries is in the business of providing Transition Distribution Activities to third parties. Parent agrees that the Company shall not be responsible for any Losses to the extent resulting from Parent's (a) failure to retain SpinCo Employees who performed critical functions of the SpinCo Business in support of any services substantially similar to the Transition Distribution Activities immediately prior to the Closing Date to continue to perform such functions to the extent necessary for Parent to continue to receive the Transition Distribution Activities (and, in the event a SpinCo Employee for any reason does not continue with SpinCo or Parent, is no longer able to perform such functions, is terminated or otherwise leaves the employ of SpinCo or Parent, or is not retained by SpinCo or Parent, to replace any such SpinCo Employee with, or assign the critical functions performed by such person to, an employee or contractor of comparable skill for the function as soon as reasonably practicable) during the Term of such comparable skill for the function as soon as reasonably practicable) during the Term of such Transition Distribution Activities, or (b) failure to employ or otherwise engage personnel to perform critical functions for the SpinCo Business to receive the Transition Distribution Activities. During the term of this Agreement, Parent agrees to work diligently and expeditiously using commercially reasonable efforts to employ or retain personnel, and establish its own logistics, infrastructure and systems, to enable a transition to its own internal organization (or employ directly the services of contractors, subcontractors, vendors, or other third party providers).

ARTICLE 3
SUPPLY OF PRODUCTS

Section 3.1. **Products**. The Company (or its Subsidiary) shall sell Product to Parent (or its Subsidiary) and Parent (or its Subsidiary) shall sell Product back to the Company (or its Subsidiary). Consistent with the foregoing sentence, Parent (or relevant Subsidiary) shall have risk of loss for such Product solely during the time Parent (or its Subsidiary) obtains legal title to Product. As necessary in order to provide the Transition Distribution Activities, the Company or other relevant Service Provider Party will obtain Products for sale under this Agreement from Parent or SpinCo and, as applicable, other sources for the benefit of Parent, including those Products that are:

(a) Procured by the SpinCo Business from various vendors and suppliers as Procured Goods or Services (as defined in the TSA);

(b) Manufactured for the SpinCo Business pursuant to the Transition Contract Manufacturing Agreement;

(c) Obtained by the Company following Closing and, as the case may be, retained by certain Subsidiaries of the Company at Closing, that, in each case, are Initial Supported Products Inventory – Retained pursuant to Section 3.2(a);

(d) Manufactured by the SpinCo Business at the SpinCo Real Property; and

(e) Supported by or for the SpinCo Business.

Section 3.2. **Supply of Supported Products**.

(a) Initial TDSA Inventory. Upon completion of the transactions at the Closing contemplated by the Separation and Merger Agreements and solely for the purpose of the Company performing under this Agreement, (1) Parent and/or SpinCo shall sell to the Company or other relevant Service Provider Party (x) those Supported Products in the SpinCo Inventory (A) located in the United States or (B) owned by 3M EMEA GmbH, which, in the case of clause (B), will be transferred to Garden Switzerland GmbH prior to the Distribution Time, and (y) the SpinCo Inventory (exclusive of the finished goods inventory of the 3M Medical Solutions Division) located at the SpinCo Real Property, each as purchased by, and transferred to, Parent and/or SpinCo at the Closing pursuant to Section 2.2 of the Separation Agreement ((x) and (y) together, the "Initial TDSA Inventory – Transferred"), and (2) certain Subsidiaries of the Company outside the United States in certain countries (and which, with respect to this Agreement, may be Service Provider Parties) shall retain those inventories of Supported Products (if any) located at such Subsidiaries and not sold or transferred to Parent and/or SpinCo at the Closing (the "Initial Supported Products Inventory – Retained," and the Initial TDSA Inventory – Transferred and the Initial Supported Products Inventory – Retained collectively, the "Initial TDSA Inventory"). The Company and other relevant Service Provider Parties shall retain and maintain all such Initial TDSA Inventory for use in the performance of Transition Distribution Activities for the benefit of Parent or SpinCo, and shall not use or dispose of such Initial TDSA Inventory for any other purpose. The sale of Initial TDSA Inventory – Transferred by Parent and/or SpinCo to the Company or other relevant Service Provider Parties pursuant to Section 3.2(a)(1) shall be subject to the following provisions:

(i) Pricing. The purchase price to the Company or relevant Service Provider Party for the Initial TDSA Inventory – Transferred shall be the same value that Parent and/or SpinCo (or its Affiliate) paid to the Company or relevant Selling Subsidiary (and which, with respect to this Agreement, may be a relevant Service Provider Party) at Closing for such Initial TDSA Inventory – Transferred (the "Initial TDSA Inventory – Transferred Purchase Price").

(ii) Payment Terms. Payment for Initial TDSA Inventory – Transferred purchased by the Company or relevant Service Provider Party shall be due upon purchase, and payment of the Initial TDSA Inventory – Transferred Purchase Price will be by wire transfer from the Company or relevant Service Provider Party of immediately available funds to an account of Parent designated in writing by Parent to the Company immediately following the Closing. Title and ownership for Initial TDSA Inventory – Transferred shall transfer immediately to the Company or the relevant Service Provider Party upon the execution of this Agreement by the Parties.

(b) Supply of Additional Supported Products. During the Term, Parent and/or SpinCo shall sell additional Supported Products (the "Additional Supported Products") to the Company or other relevant Service Provider Parties solely for sale in the performance of Transition Distribution Activities pursuant to this Agreement. The sale of Additional Supported Products by Parent and/or SpinCo to the Company or other relevant Service Provider Parties pursuant to this Section 3.2(b) shall be subject to the following provisions:

(i) Ordering. The Company's and other relevant Service Provider Parties' orders to Parent for Additional Supported Products shall be delivered during the Term in a manner materially consistent with the Demand Plan for each Supported Product. Such orders shall be in the currency and subject to terms customarily used in the twelve (12) month period prior to the Closing Date by the Company or relevant Service Provider Party placing the order to the extent consistent with the terms of this Agreement.

(ii) Pricing, Payment Terms, and Shipping Terms for Additional Supported Products. The purchase price to the Company or relevant Service Provider Party for any Additional Supported Products shall be (A) in the case of Additional Supported Products manufactured at the SpinCo Real Property and purchased from Parent and/or SpinCo, COGS as recorded in the Company's or relevant Service Provider Party's accounting systems, (B) in the case of Additional Supported Products purchased from Parent and/or SpinCo which Parent and/or SpinCo obtained as Procured Goods or Services pursuant to the Transition Services Schedule, the Operational Expenses for such Additional Supported Products, and (C) in the case of Additional Supported Products purchased from Parent and/or SpinCo which Parent and/or SpinCo obtained pursuant to the TCMA, COGS for such Additional Supported Products pursuant to the TCMA. Payment terms shall be net seventy-five (75) days from the last day of the month in which the Billing to Customers occurred for the applicable Additional Supported Products purchased from Parent and/or SpinCo or relevant Subsidiary of Parent and/or SpinCo. Payment by the Company or relevant Service Provider Party for Additional Supported Products purchased from Parent and/or SpinCo relevant Subsidiary of Parent and/or SpinCo shall be effected through, and satisfied by, the operation of Net Proceeds as reflected in the Settlement Statement (or Local Statement(s) (if applicable)) pursuant to Section 2.6. Shipping terms for Additional Supported Products purchased from Parent and/or SpinCo or relevant Subsidiary of Parent and/or SpinCo shall be determined in a manner consistent with the manner used to determine the shipping terms for such Supported Products on an intercompany basis immediately prior to the Closing Date.

(iii) Supported Products Inventory Levels. During the term of the Agreement, the Company will operate to maintain an aggregate finished goods inventory target of thirty (30) days of Product (as defined in the TCMA) and Supported Product demand in accordance with past business practices of the SpinCo Business and the Demand Planning business process. The Company shall not be deemed in default of this provision if such safety stock falls below the minimum threshold due to orders made by Customer (as defined in the TCMA) in excess of the Binding Forecast (as defined in the TCMA) under the TCMA; provided, the Company shall replenish such safety stock to the levels required hereunder as soon as is reasonably practicable.

(c) Invoices. At the time the Company or the relevant Service Provider Party purchases Initial Supported Products Inventory – Transferred and all other Additional Supported Products pursuant to Section 3.2(a) or Section 3.2(b), respectively, such Initial Supported Products Inventory – Transferred and all other Additional Supported Products shall be then and there deemed to have been invoiced by Parent to the Company or relevant Service Provider Party when recorded as an asset in accordance with the Company's or the relevant Service Provider Party's then current financial practices and accounting systems without the need for written invoices between them, except as may be required by applicable Law, or as otherwise agreed by the Parties; provided, that, the Company or any relevant Service Provider Party shall provide a written invoice (and supporting documentation) documenting such purchase which shall be delivered contemporaneously with Company's delivery of the first Settlement Statement (or Local Statement (if applicable)).

(d) Product and Inventory Maintenance. Each Service Provider Party shall store and maintain the Products, materials and inventory to be used in the performance of the Transition Distribution Activities in accordance with the policies and practices of the SpinCo Business in the twelve (12) months prior to the Closing Date. Parent and its Affiliates shall not have any Liability or responsibility for any Products or inventory that are not so maintained, including any returns, Recovery, replacement or reimbursement of Customers due to any failure to store or maintain the Products in such manner.

Section 3.3. **Supply of All Other Products**. During the Term, the Company or relevant Service Provider Party shall supply or provide all Products (other than Supported Products, which are covered in Section 3.2) to the extent that assets, IT Assets, facilities or employees of were used in the supply or provision of such Products in the twelve (12) months prior to the Closing, in each case, in accordance with the practices of the SpinCo Business in the twelve (12) months prior to the Closing Date and the applicable terms of any relevant Contract with a Customer for such other Products.

Section 3.4. **Product Warranty**. With respect to each Supported Product (other than the Initial TDSA Inventory) sold, provided or otherwise made available by Parent and/or SpinCo to the Company or relevant Service Provider Party under this Agreement (which, for clarity, does not include any Supported Product obtained pursuant to the TCMA), Parent warrants that, at the earlier of the time it is made available, of its shipment from Parent, to the applicable Service Provider Party, (i) such Supported Product will conform to the applicable Product Specifications, (b) will be free from defects in materials and workmanship and (c) will be free of any Encumbrance at the time of sale. The warranties regarding Products of this Section 3.4 are made in lieu of all other warranties, and except as set forth in this Section 3.4, each of Parent and its Subsidiaries makes no warranty or condition, express or implied, and hereby disclaims any other warranties or conditions of any kind, including any express or implied warranty or condition of suitability, merchantability, fitness for a particular purpose, and any implied warranty arising out of a course of dealing, custom, or usage of trade. No Representative of Parent, and no other Person, is authorized to make any warranty in addition to the warranty stated in this Section 3.4.

Section 3.5. **Non-Conforming Product**. A Service Provider's sole and limited remedy with respect to any Supported Product that does not materially conform, to the warranty set forth in Section 3.4 (a "Non-Conforming Product"), is limited to, as elected by Parent in its reasonable discretion, either (a) replacement of such Non-Conforming Product, (b) correction of the defect causing the nonconformance, (c) refund of the purchase price paid for such Non-Conforming Product by the Company or relevant Service Provider Party, as applicable, if the Non-Conforming Product has not been sold to a Customer, or (c) reimbursement of reasonable amounts required to be paid by the Company or relevant Service Provider Party if the Non-Conforming Product has been sold to such Customer and rejected in good faith by such Customer due to non-conformance with the warranty set forth in Section 3.4 consistent with the policies and practices of the SpinCo Business with respect to such Customer (or similarly situated Customers in the case of Persons that become Customers after the Closing Date) or Product in effect in the twelve (12) months prior to the Closing Date, and which nonconformity the Service Provider Party was not aware of at the time of delivery to the Customer (including any facts that would give rise to such allegation); provided, that, the foregoing shall not apply with respect to products that are made under the Transition Contract Manufacturing Agreement and Initial Supported Products. The Company shall include any such undisputed amounts in its monthly calculation of Net Proceeds as reflected in the Statement or Local Statement (if applicable) issued pursuant to Section 2.6 following the expiration of the thirty (30) day inspection period (as described below). The Company shall provide Parent prompt written notice within five (5) Business Days after it becomes aware of any facts giving rise to an allegation of a Non-Conforming Product. If any such Non-Conforming Product is in the possession of or returned to the Company or relevant Service Provider Party, the Company or relevant Service Provider Party shall hold all Non-Conforming Product for thirty (30) days after it has notified Parent in writing of such non-conformance so that Parent or its designated agent may inspect such Product. During such thirty (30) day period, the Company or relevant Service Provider Party shall, if requested by Parent, at Parent's sole cost and expense, arrange for delivery of any Non-Conforming Product to the destination specified by Parent; provided, that, if such Product is ultimately found to be in conformance with Section 3.4, such delivery (and all costs and expenses incurred in connection with such inspection) shall be at the Company's sole cost and expense. The relevant Service Provider Party shall reasonably cooperate with Parent's or its Subsidiaries' investigation, including by retaining and providing such parties with samples of the allegedly Non-Conforming Product, and complying with all reasonable requests made by such parties relating to the testing of such Product or investigation of such claim. If so instructed by Parent in writing, or if no contrary instructions have been received from Parent prior to the expiration of such thirty (30) day period, the Company or relevant Service Provider Party shall destroy or dispose of such Non-Conforming Product at Parent's sole cost and expense. The disposition of any such Non-Conforming Product in the possession of the Company or relevant Service Provider Party at the time of termination or expiration of this Agreement shall be specifically addressed in the Exit Plan consistent with this Section 3.5.

Section 3.6. **Reimbursement for Returned Product**. A Service Provider Party's sole and limited remedy with respect to any Supported Product returned to and accepted by the Company or relevant Service Provider Party consistent with the returned goods policies and practices of the SpinCo Business with respect to such Customer (or similarly situated Customers in the case of Persons that become Customers after the Closing Date) or Product in effect in the twelve (12) months prior to the Closing Date shall be reimbursement for amounts required to be paid by the Company to such Customer for return of such Supported Product; provided, that, Parent shall inform the Company of such product within five (5) Business Days of notification by the Customer that it intends to return a Supported Product (including sufficient information for the Company to determine whether such return is consistent with the foregoing return standard), and the Company can object to such return by providing written notice to Service Provider within five (5) Business Days. The Company shall include any such undisputed amounts in its monthly calculation of Net Proceeds as reflected in the Settlement Statement or Local Statement (if applicable) issued pursuant to Section 2.6. In the event the Company or relevant Service Provider Party issues an undisputed credit to a Customer for any returned Product, such credit shall be netted against any outstanding Receivable to which such credit relates, if any. The Company and the relevant Service Provider Party shall reasonably cooperate with Parent's or its Subsidiaries' investigation of any Product returns, including by complying with all reasonable requests made by such parties relating to the testing of such Product or investigation of such claim.

Section 3.7. **Product Recovery**. If the Company or relevant Service Provider Party is required by any applicable Law or the Parties agree that it is prudent and necessary under the circumstances to institute a recovery or recall of any Non-Conforming Product (a "Recovery"), Parent shall elect to either (a) replace such Non-Conforming Product, (b) refund the purchase price paid for such Non-Conforming Product by the Company or relevant Service Provider Party, as applicable, if the Non-Conforming Product has not been sold to a Customer, or (c) reimburse the Company for reasonable amounts required to be paid by the Company or relevant Service Provider Party, as applicable, for any Non-Conforming Product has been sold to such Customer. Parent shall additionally reimburse the Company for reasonable actual out-of-pocket expenses incurred by the Company or its Subsidiaries in connection with such Recovery; provided, that, the Service Provider Parties shall be responsible for such replacement or refund, and shall not be entitled to any reimbursement by Parent or SpinCo, with respect to (i) products that are made under the Transition Contract Manufacturing Agreement or (ii) Initial Supported Products (and the Company shall reimburse Parent and/or SpinCo for reasonable amounts required to be paid by such parties in connection with any Recovery of the foregoing (i) or (ii)). Without limiting or modifying the preceding sentence, the Company or relevant Service Provider Party agrees that Parent can elect to either (x) manage the Recovery process with the relevant Service Provider Party's assistance, or (y) have the relevant Service Provider Party manage the Recovery process in consultation with Parent regarding any such Recovery. The Company and relevant Service Provider Parties shall use commercially reasonable efforts to minimize the cost incurred in connection with such Recovery.

Section 3.8. Adding Supported Products.

(a) Parent may identify and request the Company to perform the Transition Distribution Activities with respect to any additional product of the SpinCo Business to the extent (i) that it is reasonably necessary to the operation of the SpinCo Business, (ii) Parent deems it necessary to effectuate the orderly consummation of the transactions contemplated under the Separation and Merger Agreements or the transition of the SpinCo Business to SpinCo and Parent and (iii) such additional product was under development by the SpinCo Business prior to the Closing Date, and (iv) the Company is reasonably capable of performing the Transition Distribution Activities with respect to such additional product. Upon Parent's written request for such additional product which meets the criteria set forth in clauses (i) through (iii) above, the Company shall promptly perform or procure the performance of the Transition Distribution Activities for a duration reasonably requested by Parent, not to exceed the then-current Term (including any Extensions thereto), and such additional product shall be deemed to be a "Supported Product" for all purposes hereunder.

(b) With respect to any additional product (other than those described in Section 3.8), Parent may identify and request that the Company provide the Transition Distribution Activities with respect to any such Product. If the Company is reasonably capable of providing the Transition Distribution Activities with respect to such additional product requested by Parent without undue burden on the Company, the Company shall discuss with Parent such request in good faith. If the Company agrees to provide the Transition Distribution Activities with respect to such additional product requested by Parent, then, as soon as reasonably practicable and, in any event, within sixty (60) days following the Company's receipt of such request, such additional product shall be deemed to be a "Supported Product" for all purposes hereunder. In no event, however, shall the Company be required to consider any request to provide any Transition Distribution Activities with respect to any additional product pursuant to this Section 3.8 within sixty (60) days prior to the expiration of the Term.

Section 3.9. Inventory Purchase and Transfer to Parent.

(a) Promptly upon the termination of this Agreement or the expiration of the Term, Parent shall, or shall cause one or more of Parent's Affiliates to, purchase from the Company or relevant Service Provider Party (as applicable), at the gross book value for such Supported Products and any remaining Initial TDSA Inventory, as applicable, as recorded in the Company's or such relevant Service Provider Party's accounting systems (in accordance with policies and practices of the SpinCo Business in the twelve (12) months prior to the Closing Date) as of the date of the termination or expiration of this Agreement, all such Supported Products and Initial TDSA Inventory, as applicable, (i) owned by the Company or Service Provider Party as a result of being obtained (or, as the case may be, retained) by the Company or Service Provider Party pursuant to this Agreement or (ii) in the case of Supported Products, returned to the Company or Service Provider Party by any Customer to the extent (1) such returned Supported Products would have been accepted by the Company or relevant Service Provider Party consistent with the returned goods policies and practices of the SpinCo Business with respect to such Customer or Supported Products in the twelve (12) months prior to the Closing Date and (2) the Company has not previously been reimbursed with respect to such returned Supported Products in accordance with Section 3.6, in each case (i) and (ii), which Supported Products conform to the applicable Product specification (and are not Non-Conforming Products). Parent or Parent's Affiliate purchasing Supported Products or Initial TDSA Inventory, as applicable, pursuant to this Section 3.9 shall purchase Supported Products and Initial TDSA Inventory, as applicable, in the Country(ies) and in the local currency for each such country in which such Supported Products or Initial TDSA Inventory, as applicable, are located upon the termination of this Agreement or the expiration of the Term, and at that time such purchasing party shall be legally capable of purchasing Supported Products or Initial TDSA Inventory, as applicable, in such country(ies). Within sixty (60) days of the termination or expiration of this Agreement, the Company or relevant Service Provider Party (as applicable) shall separately invoice Parent or Parent Affiliate designated by Parent for any amounts owing to the Company, any of its Subsidiaries, or relevant Service Provider Party (as applicable) pursuant to this Section 3.9, with such invoice to include any Covered Taxes arising from the purchase of Supported Products or Initial TDSA Inventory, as applicable, contemplated by this Section 3.9. Parent or Parent Affiliate (as applicable) shall remit payment no later than thirty (30) days following the date of receipt by Parent or Parent Affiliate (as applicable) of any such invoice.

(b) Parent shall also be responsible for, and pay all expenses it incurs in connection with, removing, transporting, relocating, or transferring all such Supported Products and Initial TDSA Inventory, as applicable, pursuant to Section 3.9(a) from any facility or location of the Company, any of its Subsidiaries, or any other relevant Service Provider Party during normal business hours and with the reasonable assistance and cooperation of, and in coordination with, the Company, any such Subsidiary, or such Service Provider Party, unless the Company and Parent mutually agree to alternative arrangements. Such removal, transport, relocation, or transfer shall be completed no later than sixty (60) days after the termination of this Agreement or the expiration of the Term. If such Supported Products or Initial TDSA Inventory, as applicable, have not been so removed, transported, relocated, or transferred by or for Parent within the time specified in the preceding sentence, the Company, such Subsidiary, or relevant Service Provider Party (as applicable) reserves the right, thirty (30) Business Days after providing written notice to Parent, to scrap such Supported Products (for no compensation) and Parent shall remain obligated to pay the Company or such relevant Service Provider Party (as applicable) the purchase price for such Supported Products and Initial TDSA Inventory, as applicable, pursuant this Section 3.9; provided, that, if the Company is using commercially reasonable efforts to remove, transport, relocate or transfer the Supported Products and Initial TDSA Inventory at such facility or location, Parent and the relevant Service Provider Party shall negotiate in good faith a reasonable extension to the sixty (60) day time period.

(c) If after the termination of this Agreement or the expiration of the Term, the Company or relevant Service Provider Party receives any returned Supported Product, the Company or such relevant Service Provider Party shall, at Parent's sole cost and expense, promptly either (i) forward such returned Supported Product to Parent, and Parent agrees to accept and arrange for the disposition of such returned Supported Product or (ii) dispose of such Supported Product, and in each case (i) and (ii) Parent agrees to respond to any Customer claims or requests related to such returned Supported Product; provided, that, if such Supported Product was provided or made available to the Customer pursuant to the Transition Distribution Activities and is returned for non-compliance with specifications, defect or other issue which is not solely attributable to such Product's nonconformity with Parent's warranty in Section 3.4, Parent shall reimburse the Company for all costs and expenses incurred in fulfilling this Section 3.9.

Section 3.10. Resale Price of Products. Parent is solely responsible for establishing its sale price for Products sold to Customers under this Agreement in accordance with the terms of the applicable Contract; provided, that, if, due to the frequency of Parent's requested changes of sale price for Products, updating the Company's and SpinCo's systems to reflect such changes places a material administrative burden on the Company Business, the Company shall promptly inform Parent, and the Parties shall discuss in good faith a commercially reasonable solution. Company personnel in a competitive decision-making role with the Company's ATP testing for Healthcare Applications (as defined in the Clean-Trace Agreement, dated as of September 1, 2022, by and between SpinCo and the Company) shall have no access to resale price information set by Parent pursuant to this Section 3.10.

Section 3.11. Taxes.

(a) The amounts set forth herein are exclusive of all applicable stamp tax, value added tax, goods and services tax, excise tax, transfer tax, sales tax, use tax, property tax, gross receipts tax, or any similar tax, levy, assessment, tariff, duty (including customs duty), and any related charge or amount (including any fine, penalty or interest), imposed, assessed or collected by or under the authority of any Governmental Authority, that a the Company or relevant Service Provider Party may be required to collect from Parent in connection with the Company's or relevant Service Provider Party's performance hereunder or that may be payable as a result of these transactions ("Covered Taxes"). For purposes of clarity, such amounts may include Net Proceeds and the Company Compensation (in the Settlement Statement or Local Statement (if applicable) pursuant to Section 2.6), the purchase price of Initial Supported Products Inventory – Transferred and Additional Supported Products (pursuant to Section 3.2(a) and Section 3.2(b), respectively), and of all other Products (pursuant to Section 3.3) (if applicable), and the purchase price of Supported Products purchased by Parent from the Company or Service Provider Party (pursuant to Section 3.9), and any other costs, expenses, charges, and amounts due hereunder. Parent shall be responsible for and pay any Covered Taxes imposed as a result of its receipt of Transition Distribution Activities, or imposed as a result of the sale or purchase of Products between the Parties pursuant to this Agreement, or imposed on it with respect to the payments due to the Company or relevant Service Provider Party hereunder. Notwithstanding the above, if the Company or relevant Service Provider Party is required by applicable Law to collect or pay Covered Taxes, the Company or relevant Service Provider Party shall either collect such Covered Taxes from Parent by collecting such Covered Taxes as separately stated in the Settlement Statement or Local Statement (if applicable) for the applicable month or, if the underlying transaction that gives rise to the Covered Taxes is not addressed in the Settlement Statement or Local Statement (if applicable), then such Covered Taxes shall be collected in a similar manner to the payment related to the underlying transaction. Covered Taxes or Taxes shall be computed transaction by transaction based on the gross amount due unless otherwise required by applicable Law, prior to any netting of actual payments in the Settlement Statement or Local Statement (if applicable). The Company or relevant Service Provider Party shall not collect any Covered Taxes for which Parent furnishes a valid and properly completed exemption certificate or other proof of exemption for which Parent may legally claim an available exemption from such Covered Tax. Parent shall be responsible for any Covered Tax, interest and penalty if such exemption certificate or other form of proof of exemption is disallowed by the Governmental Authority. Notwithstanding the foregoing, the Company shall be responsible for any Covered Taxes (but only to the extent in the nature of, or constituting penalties or interest) imposed as a result of failure to timely remit any Covered Taxes to the applicable Governmental Authority to the extent Parent timely remits such Covered Taxes to the Company or Parent's failure to do so results from the Company's failure to timely charge or provide notice of such Covered Taxes to Parent.

(b) Except for any Covered Taxes pursuant to Section 3.11(a), the Parties shall make all payments to one another free and clear of, and without deduction or withholding for any other Taxes unless required to deduct or withhold by applicable Law. In the event that a Party is required to deduct or withhold Taxes (other than Covered Taxes) in connection with any payments to the other Party pursuant to this Agreement, then such Party shall duly withhold and remit such Taxes to the appropriate Governmental Authority and shall pay to the other Party the remaining net amount after the Taxes have been withheld as reflected in the Settlement Statement or Local Statement (if applicable) for the applicable month. The withholding Party shall, as soon as reasonably practicable, furnish to the other Party a copy of an official tax receipt or other appropriate evidence of any taxes imposed on payments made hereunder and remittance thereof. Each Party shall provide to the other Party any certification reasonably necessary to certify a Party's eligibility (if any) for exemption or reduction of withholding or to certify a Party's status under the Foreign Account Tax Compliance Act or similar Law, if applicable.

(c) The Parties shall cooperate and use commercially reasonable efforts to (i) minimize the amount of Taxes covered by Section 3.11(a) or required to be withheld under applicable Law under Section 3.11(b), (ii) claim the benefit of any exemptions or reductions in applicable rates, to the extent allowable under applicable Law, and (iii) furnish or cause to be furnished to each other, upon reasonable request, as promptly as practicable, information and assistance relating to the preparation and filing of any tax return, claim for refund or other filings relating to Taxes described in Section 3.11(a) and Section 3.11(b).

(d) Each Party shall be solely responsible for its own income taxes with respect to amounts received in connection with this Agreement.

ARTICLE 4
LIMITATION OF LIABILITY; DISCLAIMER OF WARRANTIES; INDEMNIFICATION

Section 4.1. Limitation of Liability.

(a) Limitations of Company's Liability. Except with respect to (i) the Company's obligations pursuant to Section 7.1(c) of the TCMA to replace, or provide a refund for, Product that does not conform to the warranty set forth in Section 7.1(a) of the TCMA and (ii) Losses to the extent caused by the Company's willful misconduct, in the event of any performance or non-performance, or anything else, arising under this Agreement or otherwise that results in any Losses for which the Company is liable, the Company's (together with its Subsidiaries')) aggregate, maximum, cumulative and sole Liability (including based on breach of warranty, breach of contract, negligence, strict liability in tort, indemnity or any other legal or equitable theory) for such Losses, regardless of whether under this Agreement or under the TCMA or the TSA, in the aggregate under all such agreements shall not exceed a maximum amount of One Hundred Million Dollars ($100,000,000). Parent shall provide written notice of any claim for Losses reasonably promptly after becoming aware of the actions giving rise to such claim or Losses, and must specify the Losses amount claimed and a reasonable description of the action (including, as applicable, the Transition Distribution Activities) giving rise to the claim; provided, that, no failure to give such notice will relieve the Company (or its Subsidiaries) of any of its liability hereunder except to the extent that the Company is actually prejudiced by such failure. The Company shall not be liable in connection with this Agreement for any Losses that are punitive, special, exemplary, speculative or otherwise not reasonably foreseeable, nor for any Losses that are related to or based upon diminution of value (including any type of valuation multiple or similar theory of damages). The Company shall not be liable for any Losses that are consequential, indirect, or incidental, including loss of profits, except to the extent any such Losses result from the Company's material breach of this Agreement that has not been cured (in accordance with this Agreement) within thirty (30) days after the Company receives written notice of such breach from Parent (an "Uncured Breach"). Notwithstanding the foregoing, if the Company has three (3) Uncured Breaches in any twelve (12) month period during the Term, the preceding sentence shall not apply to (and Losses that are consequential, indirect, or incidental, including loss of profits (whether or not deemed to be direct damages) shall be available for) any subsequent material breach. Notwithstanding anything in this Agreement to the contrary, in no event shall the Company be liable under this Agreement for any failure to the extent such failure was directly attributable to Parent's material breach of this Agreement.

(b) Limitations of Parent's Liability. Except with respect to the Losses to the extent caused by Parent's willful misconduct, in the event of any performance or non-performance, or anything else, arising under this Agreement that results in any Losses for which Parent, SpinCo or any of its or their Subsidiaries (each, a "Liable Parent Party") is liable, the Liable Parent Parties' aggregate, maximum, cumulative and sole Liability (including based on breach of warranty, breach of contract, negligence, strict liability in tort, indemnity or any other legal or equitable theory) for such Losses, regardless of whether under this Agreement or under the TSA or the TCMA, in the aggregate under all such agreements shall not exceed a maximum amount of One Hundred Million Dollars ($100,000,000). The Company shall provide written notice of any claim for Losses reasonably promptly after becoming aware of the actions giving rise to such claim or Losses, and must specify the Losses amount claimed and a reasonable description of the action giving rise to the claim; provided, that, no failure to give such notice will relieve a Liable Parent Party of any of its liability hereunder except to the extent that such party is actually prejudiced by such failure. No Liable Parent Party shall be liable in connection with this Agreement for any Losses that are punitive, special, exemplary, speculative, consequential or otherwise not reasonably foreseeable, nor for any Losses related to or based upon diminution of value (including any type of valuation multiple or similar theory of damages). Notwithstanding anything in this Agreement to the contrary, in no event shall a Liable Parent Party be liable under this Agreement for any failure to the extent such failure was directly attributable to the Company's material breach of this Agreement.

(c) The limitations of this Section 4.1 apply regardless of whether the Losses are based on breach of warranty, breach of contract, negligence, strict liability in tort, or any other legal or equitable theory.

(d) The limitations of liability of this Section 4.1 are independent of, and survive, any failure of the essential purpose of any remedy under this Agreement.

Section 4.2. Disclaimer of Warranties and Acknowledgment. EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, EACH OF THE COMPANY AND ITS SUBSIDIARIES MAKES NO WARRANTY OR CONDITION, EXPRESS OR IMPLIED, AND HEREBY DISCLAIMS ANY WARRANTIES OR CONDITIONS OF ANY KIND, INCLUDING WITH RESPECT TO (a) THE NATURE, CONDITION OR QUALITY OF ANY TRANSITION DISTRIBUTION ACTIVITIES OR ANY PRODUCT, MATERIALS, COMPONENTS, INFORMATION, DATA, OR SERVICES OBTAINED OR PROVIDED PURSUANT TO THIS AGREEMENT OR (b) THE RESULTS THAT WILL BE OBTAINED BY USING, RECEIVING, OR APPLYING ANY TRANSITION DISTRIBUTION ACTIVITIES OR PRODUCT, MATERIALS, COMPONENTS, INFORMATION, DATA, OR SERVICES, IN EACH CASE INCLUDING ANY EXPRESS OR IMPLIED WARRANTY OR CONDITION OF NONINFRINGEMENT, MERCHANTABILITY, SUITABILITY, ACCURACY, SATISFACTORY QUALITY, OR FITNESS FOR ANY PARTICULAR PURPOSE. PARENT EXPRESSLY AFFIRMS THAT IT IS NOT RELYING ON ANY REPRESENTATIONS, WARRANTIES OR CONDITIONS (OTHER THAN THOSE EXPRESSLY SET FORTH IN THIS AGREEMENT), EXPRESS OR IMPLIED, OF THE COMPANY, ITS AFFILIATES, OR ANY RELEVANT SERVICE PROVIDER PARTY IN ENTERING INTO THIS AGREEMENT AND ACKNOWLEDGES AND AGREES TO THE DISCLAIMERS IN THIS SECTION 4.2.

Section 4.3. Indemnification.

(a) Parent shall indemnify, defend and hold harmless the Company, its Subsidiaries, its relevant Service Provider Parties and its respective equityholders, members, partners, agents, representatives, directors, officers, employees, successors and assigns (collectively, the "Company Indemnified Parties") from and against, and shall pay and reimburse each of the Company Indemnified Parties for, any and all Losses incurred or sustained by, or imposed upon, the Company Indemnified Parties to the extent arising out of claims, demands, lawsuits, or other Actions made or threatened against them by any non-Affiliate third parties to the extent resulting from or relating to (i) SpinCo's or Parent's breach of this Agreement or (ii) SpinCo's or Parent's gross negligence or willful misconduct, except in each case (i) and (ii), to the extent such Losses are caused by the gross negligence or willful misconduct of any Company Indemnified Party.

(b) The Company shall indemnify, defend and hold harmless each of Parent, its Subsidiaries and its equityholders, members, partners, agents, representatives, directors, officers, employees, successors and assigns (collectively, the "Parent Indemnified Parties") from and against, and shall pay and reimburse each of the Parent Indemnified Parties for, any and all Losses incurred or sustained by, or imposed upon, the Parent Indemnified Parties to the extent arising out of claims, demands, lawsuits, or other Actions made or threatened against them by any non-Affiliate third parties to the extent resulting from or relating to (i) the Company's or its Subsidiaries' breach of this Agreement or (ii) the Company's or Subsidiaries' its gross negligence or willful misconduct, except in each case (i) and (ii), to the extent such Losses are caused by the gross negligence or willful misconduct of any Parent Indemnified Party.

(c) All claims for indemnification pursuant to this Section 4.3 shall be made in accordance with the indemnification procedures set forth in this Section 4.3(c) and subject to notice to the indemnifying party in accordance with Section 6.3. If a party believes in good faith it is entitled to assert a claim for indemnification pursuant to this Section 4.3, such party shall give the other party written notice of any such claim, including a description in reasonable detail of (i) the basis for, and nature of, such claim, including the facts constituting the basis for such claim, and (ii) the estimated amount of Losses that have been or may be sustained by the applicable indemnified party in connection with such claim. Any such notice shall be given promptly, generally not later than twenty (20) Business Days after the applicable party becomes aware of the facts constituting the basis for such claim; provided, however, that no failure to give such prompt written notice will relieve the indemnifying party of any of its indemnification obligations hereunder except to the extent that the indemnifying party is actually prejudiced by such failure. With respect to any such claim, the indemnifying party shall have the right to assume control of the defense of such claim at its own expense with counsel of its choosing, and the indemnified party shall cooperate in good faith in such defense. If the indemnifying party elects not to control the defense of such claim, the indemnified party may control the defense of such claim with counsel of its choosing and the indemnifying party will be liable for the reasonable out-of-pocket fees and expenses of external counsel. The party that is not controlling such defense shall have the right, at its own cost and expense, to participate in the defense of any claim with counsel selected by it. The parties shall reasonably cooperate with each other in connection with the defense of any such claim, including by retaining, and providing to the party controlling such defense, records and information that are reasonably relevant to such claim and making available relevant employees on a mutually convenient basis for providing additional information and explanation of any material provided hereunder. The party that is controlling such defense shall keep the other party reasonably advised and informed of the status of such claim and the defense thereof. The indemnified party shall not agree to any settlement of such a claim for which it seeks indemnification without the prior written consent of the indemnifying party. The indemnifying party will not agree to a settlement without the prior written consent of the indemnified party, such consent not to be unreasonably withheld, conditioned or delayed, unless such settlement would (A) include a complete and unconditional release of each indemnified party from all Losses with respect thereto, (B) not impose any Losses (including any equitable remedies) on the indemnified party and (C) not involve a finding or admission of any wrongdoing on the part of the indemnified party.

(d) No right of indemnification shall exist under this Agreement with respect to matters for which indemnification or coverage has been claimed and recovered under the Separation Agreement. No right of indemnification shall exist under the Separation Agreement with respect to matters for which indemnification or coverage has been claimed and recovered under this Agreement. No claim for indemnification made under this Agreement shall be denied solely because such claim was initially brought under the Separation Agreement and denied because the subject matter of such claim was reasonably believed to be covered under the indemnification provisions of this Agreement.

ARTICLE 5
TERM AND TERMINATION

Section 5.1. Term.

(a) This Agreement shall become effective on the Effective Date; provided that, in the event the Statement Date is different from the Effective Date, then this Agreement shall be deemed effective as of the Effective Date for accounting and Settlement Statement (including Local Statement(s) (if applicable)) purposes. Unless earlier terminated pursuant to the terms of this Agreement, this Agreement shall remain in full force and effect until the eighteenth (18) month anniversary of the Effective Date (such period including any Extension Period, as may be terminated in accordance with this Agreement, the "Term"); provided, that, upon Parent's written notice to the Company at least fifteen (15) days prior to the end of the initial term, the Term may be extended for one (1) extension period equal to six (6) months (the "Extension Period").

(b) Upon expiration or notice of termination of this Agreement by any Party, upon Parent's written request, each Service Provider Party will use its good faith efforts to perform services necessary to accomplish a transition of Transition Distribution Activities to a successor distributor as designated by Parent until the transfer to the successor distributor is completed in a time and manner which is reasonable under the circumstances, which efforts shall include making available to the successor distributor such information and materials in its possession which are proprietary to Parent and necessary to accomplish such transition or provide services similar to the Transition Distribution Activities; provided, however, that (i) no Service Provider Party shall be obligated to perform any such services more than sixty (60) days after the termination of this Agreement; (ii) Parent will promptly reimburse any Service Provider Party for any undisputed, reasonable out-of-pocket costs and expenses actually incurred by such Service Provider Party in performing such services.

Section 5.2. Termination.

(a) This Agreement may be terminated at any time prior to the expiration of the Term:

(i) by the mutual written consent of the Company and Parent, with respect to this Agreement, in its entirety or in part;

(ii) by either Party for a material breach of this Agreement by the other Party that is not cured within thirty (30) days after written notice of such material breach is delivered to such other Party by the terminating Party; provided, that, the Company may only terminate with respect to the Product or Customer directly related to such material breach;

(iii) by Parent, in its entirety, with respect to all Transition Distribution Activities, by prior written notice delivered to the Company, which termination of such Transition Distribution Activities shall be effective on the last day of the month immediately following the month in which such notice was received by the Company and, if applicable, subject to having an Exit Plan for such Transition Distribution Activities; or

(iv) by Parent, with respect to all Transition Distribution Activities as to (i) certain specified Customers, (ii) certain specific Products or (iii) certain specific Products solely with respect to certain specified Customers or Country(ies), in each case (i)–(iii),which termination of Transition Distribution Activities as to such Customers, Products or Country(ies) shall be effective on the last day of the month immediately following the month in which such notice was received by the Company; provided, that, to the extent any such specified Customers purchase Products which are Procured Goods and Services pursuant to Supply Chain Services #1 in Annex A of the Transition Services Schedule, Parent shall assume full responsibility for and manage the procurement activity exclusive to such Products with respect to such Customers effective as of the effective date of the termination of Transition Distribution Activities as to such Customers pursuant to this Section 5.2(a)(iv), and the Company, its Subsidiaries, and relevant Service Provider Parties shall no longer be obligated to, and shall be relieved from, procuring such Products for Parent pursuant to the Transition Services Schedule for ultimate sale to such Customers as of that date; or

(v) by a Party as otherwise (and to the extent and in the manner) specifically permitted in this Agreement by prior written notice delivered to the other Party.

(b) Notwithstanding anything in this Agreement (including this Section 5.2) to the contrary, this Agreement shall terminate automatically in its entirety upon the termination (including termination for material breach) or expiration of the TSA.

Section 5.3. **Effect of Termination or Expiration**. Upon termination or expiration of any Transition Distribution Activity or this Agreement in accordance with the terms of this Agreement, the Company and relevant Service Provider Parties shall have no further obligation to provide such terminated or expired Transition Distribution Activity or, in the case of the termination or expiration of this Agreement, this Agreement in its entirety; provided that the provisions of Sections 5.2(a)(ii), 2.6, 3.4 (excluding the first sentence), 3.9, 3.11, 5.3, 5.4, 6.1, 6.3–6.18, and Article 1 and Article 4 shall survive indefinitely the termination or expiration of this Agreement.

Section 5.4. **Sums Due**. In the event of termination or expiration of this Agreement in its entirety or with respect to any Product or Customer, and without limiting any other applicable payment rights or obligations of the Parties hereunder, a Party shall be entitled to prompt payment or reimbursement of, and the other Party shall promptly pay and reimburse such Party under this Agreement, all amounts accrued or due under this Agreement with respect to such terminated or expired Product or Customer, including any Covered Taxes, as of the date of the termination or expiration.

ARTICLE 6
MISCELLANEOUS

Section 6.1. **Fees and Expenses**. Except as otherwise expressly set forth in this Agreement, in any other Transaction Document or in the Separation and Merger Agreements, all costs and expenses incurred by the Parties, including fees and disbursements of counsel, financial advisors, accountants and consultant, in connection with this Agreement and the transactions contemplated by this Agreement, shall be borne by the Party that has incurred such costs and expenses; provided, however, that in the event this Agreement is terminated or expires in accordance with its terms, the obligations of each Party to bear its own costs and expenses will be subject to any rights of such Party arising from a breach of this Agreement by any other Party prior to such termination or expiration.

Section 6.2. **Force Majeure**. The obligations of the Company, or any other relevant Service Provider Party, to perform Transition Distribution Activities under this Agreement shall be suspended during the period and to the extent that the Company, or any other relevant Service Provider Party, is substantially prevented or significantly hindered or delayed from performing such Transition Distribution Activities by any cause beyond the reasonable control of the Service Provider Parties and which such party could not, by exercising substantially the same level of care and diligence with respect to such matters as it did during the twelve (12) month period prior to the Effective Date, reasonably have avoided (an "Event of Force Majeure"), including acts of God, strikes, lock-outs, other labor and industrial disputes and disturbances, civil disturbances, changes in government requirements and regulations, court orders, governmental actions, accidents, acts of war or conditions arising out of or attributable to war (whether declared or undeclared), terrorism, rebellion, revolution, insurrection, riot, invasion, fire, storm, flood, explosion, earthquake, elements of nature, epidemics, pandemics (including any worsening of the COVID-19 pandemic and any events arising from COVID-19 Measures adopted or enforced pursuant to bona fide COVID-19 policies adopted by the Company in an applicable region for its own internal organization after the date of this Agreement), national or regional emergency, shortage of necessary equipment, materials, power, or labor, or restrictions thereon or limitations upon the use thereof, and delays in transportation. In any Event of Force Majeure, (a) the Company shall give notice of such suspension to Parent, as soon as reasonably practicable, stating the date and extent of such suspension and the cause thereof, (b) the Company, or the relevant Service Provider Party, shall use commercially reasonable efforts to overcome such Event of Force Majeure, minimize and mitigate the impact of the Event of Force Majeure on the operation of the SpinCo Business, which efforts shall be no less than those used in the Company Business, and resume performance of the relevant Transition Distribution Activities as soon as reasonably practicable after the removal of such Event of Force Majeure if the Term of this Agreement has not expired and (c) the Company, or the relevant Service Provider Party, shall not prioritize activities related to shipment and sale of products or services (including allocation of distribution capacity and required resources for distribution) for any other customer or for the Company or its Subsidiary itself more highly than the Transition Distribution Activities hereunder . Parent and its Affiliates shall have no obligation to pay any amounts for any Transition Distribution Activities that were not received as a result of an Event of Force Majeure. If, however, the Company, or the relevant Service Provider Party, cannot perform such suspended Transition Distribution Activities for a period of ten (10) consecutive days due to such cause, then Parent reserves the right to terminate the affected Transition Distribution Activities. In the event the obligations of the Company to provide any Transition Distribution Activities shall be suspended or terminated in accordance with this Section 6.2, the Company, its Subsidiaries, and relevant Service Provider Parties shall not have any Liability whatsoever to Parent to the extent arising out of such suspension or termination of the Company's, or the relevant Service Provider Party's, performance of such Transition Distribution Activities, except to the extent resulting from a breach by the Company of any agreement or covenant required to be performed or complied with by the Company pursuant to this Section 6.2 (but subject to the other limitations on Liability set forth in this Agreement).

Section 6.3. **Notices**. All notices, requests, claims, demands and other communications among the Parties under this Agreement shall be in writing and shall be deemed to have been duly given (a) when delivered in person, (b) when delivered after posting in the national mail having been sent registered or certified mail return receipt requested, postage prepaid, (c) when delivered by FedEx or other internationally recognized overnight delivery service or (d) when delivered by facsimile (solely if receipt is confirmed) or email (so long as the sender of such email does not receive an automatic reply from the recipient's email server indicating that the recipient did not receive such email), addressed as follows (or at such other address for a Party as shall be specified in a notice given in accordance with this Section 6.3):

If to the Company:

3M Company
Health Care Business Group
3M Center, Building 220-14E-13
St. Paul, MN 55144
E-mail: Dealnotices@mmm.com
Attention: Group President

with a copy (which shall not constitute notice) to:

3M Company
Office of General Counsel
3M Center, Building 220-9E-02
St. Paul, MN 55144
E-mail: Dealnotices@mmm.com
Attention: Secretary

Neogen Corporation
620 Lesher Place
Lansing, MI 48912
E-mail: ARocklin@neogen.com
Attention: Amy Rocklin, Vice President and General Counsel

If to Parent:

with a copy (which shall not constitute notice) to:

Weil, Gotshal & Manges LLP
767 Fifth Avenue
New York, NY 10153
Telephone: (212) 310-8000
Email: michael.aiello@weil.com; eoghan.keenan@weil.com
Attention: Michael J. Aiello; Eoghan P. Keenan

Section 6.4. **Entire Agreement**. This Agreement (including the Appendices hereto), the Separation and Merger Agreements, the Confidentiality Agreement and the other Transaction Documents constitute the entire agreement of the Parties with respect to the subject matter hereof and supersede all prior agreements and understandings between the parties with respect to such subject matter; other prior representations, warranties, understandings and agreements, both written and oral, with respect to such subject matter; provided, however, for the sake of clarity, it is understood that this Agreement shall not supersede the terms and provisions of the Confidentiality Agreement, which shall survive and remain in effect until expiration or termination thereof in accordance with its respective terms; provided, that, following the Effective Time, Parent shall have no obligations under the Confidentiality Agreement with respect to information to the extent related to the SpinCo Entities or the SpinCo Business and included in the SpinCo Assets, which information shall no longer be considered "Evaluation Material" for purposes thereof (provided further that the foregoing shall in no way diminish, eliminate or alter any obligation of Parent with respect to any other Evaluation Material).

Section 6.5. **Amendment**. No provision of this Agreement, including the Appendices hereto, (except as otherwise provided therein) may be amended or modified except by a written instrument signed by each of the parties hereto or thereto, as applicable.

Section 6.6. **Waivers of Default**. Either Party may, at any time, (a) extend the time for the performance of any of the obligations or other acts of the other Party or (b) waive compliance by the other Party with any of the agreements or conditions contained herein. A waiver by a Party of any default by another Party of any provision of this Agreement shall not be deemed a waiver by the waiving Party of any subsequent or other default. No failure or delay by a Party in exercising any right, power or privilege under this Agreement shall operate as a waiver thereof, nor shall a single or partial exercise thereof prejudice any other or further exercise thereof or the exercise of any other right, power or privilege. No waiver by any Party of any provision of this Agreement shall be effective unless explicitly set forth in writing and executed by the Party so waiving.

Section 6.7. **Severability**. If any provision of this Agreement, or the application of any such provision to any Person or circumstance shall be held invalid, illegal or unenforceable in any respect by a court of competent jurisdiction, such invalidity, illegality or unenforceability shall not affect any other provision hereof. The Parties further agree that if any provision contained herein is, to any extent, held invalid or unenforceable in any respect under the Laws governing this Agreement, they shall take any actions necessary to render the remaining provisions of this Agreement valid and enforceable to the fullest extent permitted by Law and, to the extent necessary, shall amend or otherwise modify this Agreement to replace any provision contained herein that is held invalid or unenforceable with a valid and enforceable provision giving effect to the intent of the Parties.

Section 6.8. **No Third Party Beneficiaries**. Except as provided in Section 4.3 with respect to the Company Indemnified Parties and Parent Indemnified Parties, this Agreement is for the sole benefit of the parties to this Agreement and members of their respective Groups and their permitted successors and assigns, and nothing in this Agreement, express or implied, is intended to or shall confer upon any other Person any legal or equitable right, benefit or remedy of any nature whatsoever under or by reason of this Agreement.

Section 6.9. **Assignment**. This Agreement shall not be assigned by any Party without the prior written consent of the other Party, except that a Party may assign any or all of its rights and obligations under this Agreement in connection with a sale or disposition of any assets or entities or lines of business of such Party or in connection with a merger transaction in which such Party is not the surviving entity; provided, however, that in each case, no such assignment shall release such Party from any liability or obligation under this Agreement. The provisions of this Agreement and the obligations and rights under this Agreement shall be binding upon, inure to the benefit of and be enforceable by (and against) the Parties and their respective successors and permitted transferees and assigns.

Section 6.10. **Dispute Resolution**.

(a) Any claim, disagreement, or dispute between the Parties arising out of or relating to this Agreement or any of the transactions contemplated hereby (a "Dispute") shall be resolved in the manner provided in this Section 6.10. The Parties shall attempt to resolve any Dispute by negotiating in good faith for a period of thirty (30) days after receipt by either Party of a written notice of the Dispute from the other Party (the "Negotiation Period"). The written notice shall identify, with reasonable particularity, each matter or issue that is the subject of the Dispute, a summary of the basis for the Party's position with respect to each such matter or issue and the relief being requested by the Party. Subject to Section 6.10(b), no Party shall commence any Action in respect of any Dispute (i) until the expiration of the Negotiation Period or (ii) if the other Party has refused to participate or has not reasonably participated in the required negotiation process in good faith set forth in this Section 6.10(a).

(b) Notwithstanding anything to the contrary provided in this Section 6.10, any Party may at any time, in connection with any Dispute, apply for temporary injunctive or other provisional judicial relief pursuant to Section 6.11(b) if, in such Party's sole judgment, such action is necessary to avoid irreparable damage or to preserve the status quo until such time as such Dispute is otherwise resolved in accordance with this Section 6.10. Any such action pursuant to Section 6.11(b) shall not relieve any Party of its obligation to fully comply with this Section 6.10 promptly following commencement of any such action.

Section 6.11. Governing Law; Submission to Jurisdiction; Waiver of Jury Trial.

(a) This Agreement, and all claims, disputes, controversies or causes of action (whether in contract, tort, equity or otherwise) that may be based upon, arise out of or relate to this Agreement (including the Appendices hereto) or the negotiation, execution or performance of this Agreement (including any claim, dispute, controversy or cause of action based upon, arising out of or related to any representation or warranty made in or in connection with this Agreement or as an inducement to enter into this Agreement), shall be governed by and construed in accordance with the internal Laws of the State of Delaware, without regard to any choice or conflict of law provision or rule (whether of the State of Delaware or any other jurisdiction) that would cause the application of the Laws of any jurisdiction other than the State of Delaware.

(b) Subject to Section 6.10, Each of the Parties, on behalf of itself and the members of its Group agrees that any Action related to this Agreement, unless expressly provided therein, shall be brought exclusively in the Court of Chancery of the State of Delaware or, if under applicable Law, exclusive jurisdiction over such matter is vested in the federal courts, any federal court in the State of Delaware and any appellate court from any thereof (the "Chosen Courts"). Subject to Section 6.10, by executing and delivering this Agreement, each of the Parties irrevocably: (i) accepts generally and unconditionally submits to the exclusive jurisdiction of the Chosen Courts for any Action contemplated by this Section 6.11; (ii) waives any objections which such party may now or hereafter have to the laying of venue of any Action contemplated by this Section 6.11 and hereby further irrevocably waives and agrees not to plead or claim that any such Action has been brought in an inconvenient forum; (iii) agrees that it will not attempt to deny or defeat the personal jurisdiction of the Chosen Courts by motion or other request for leave from any such court; (iv) agrees that it will not bring any Action contemplated by this Section 6.11 in any court other than the Chosen Courts; (v) agrees that service of all process, including the summons and complaint, in any Action may be made by registered or certified mail, return receipt requested, to such party at their respective addresses provided in accordance with Section 6.3 or in any other manner permitted by Law; and (vi) agrees that service as provided in the preceding clause (v) is sufficient to confer personal jurisdiction over such party in the Action, and otherwise constitutes effective and binding service in every respect. Each of the Parties agrees that a final judgment in any such Action in a Chosen Court as provided above may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by Law, and each party further agrees to the non-exclusive jurisdiction of the Chosen Courts for the enforcement or execution of any such judgment.

(c) THE PARTIES HEREBY UNCONDITIONALLY AND IRREVOCABLY WAIVE THEIR RIGHT TO TRIAL BY JURY IN ANY JUDICIAL PROCEEDING IN ANY COURT RELATING TO ANY DISPUTE, CONTROVERSY OR CLAIM ARISING OUT OF, RELATING TO OR IN CONNECTION WITH THIS AGREEMENT (INCLUDING THE APPENDICES HERETO) OR THE BREACH, TERMINATION OR VALIDITY OF SUCH AGREEMENT OR THE NEGOTIATION, EXECUTION OR PERFORMANCE OF SUCH AGREEMENT. NO PARTY TO THIS AGREEMENT SHALL SEEK A JURY TRIAL IN ANY LAWSUIT, PROCEEDING, COUNTERCLAIM OR ANY OTHER LITIGATION PROCEDURE BASED UPON, OR ARISING OUT OF, THIS AGREEMENT OR ANY RELATED INSTRUMENTS. NO PARTY WILL SEEK TO CONSOLIDATE ANY SUCH ACTION IN WHICH A JURY TRIAL HAS BEEN WAIVED WITH ANY OTHER ACTION IN WHICH A JURY TRIAL CANNOT BE OR HAS NOT BEEN WAIVED. EACH PARTY TO THIS AGREEMENT CERTIFIES THAT IT HAS BEEN INDUCED TO ENTER INTO THIS AGREEMENT OR INSTRUMENT BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS SET FORTH ABOVE IN THIS SECTION 6.11. NO PARTY HAS IN ANY WAY AGREED WITH OR REPRESENTED TO ANY OTHER PARTY THAT THE PROVISIONS OF THIS SECTION 6.11 WILL NOT BE FULLY ENFORCED IN ALL INSTANCES.

Section 6.12. **Exclusive Remedies**. Except as otherwise provided in this Agreement, any and all remedies herein expressly conferred upon a Party pursuant to this Agreement shall be deemed cumulative with, and not exclusive of, any other remedy expressly conferred hereby, and the exercise by a Party of any one such remedy will not preclude the exercise of any other such remedy; provided, however, that subject to a Party's right to bring a claim for breach of contract against the other Party arising from or related to this Agreement, such remedies provided to the Parties pursuant to this Agreement will be the sole and exclusive remedies of the Parties with respect to claims or Disputes arising out of or relating to this Agreement or any of the transactions contemplated by this Agreement, including the provision of Transition Distribution Activities hereunder.

Section 6.13. **Interpretation; Construction**.

(a) The headings contained in this Agreement are inserted for convenience only and shall not be considered in interpreting or construing any of the provisions contained in this Agreement. The introductory paragraph, Recitals and Appendices referred to herein shall be construed with and as an integral part of this Agreement to the same extent as if they were set forth verbatim herein. Any capitalized terms used in any Recital or Appendix but not otherwise defined or specified therein shall be defined as set forth in this Agreement. Neither the making nor the acceptance of this Agreement shall enlarge, restrict or otherwise modify the terms of the Separation and Merger Agreements or constitute a waiver or release by the Company or Parent of any liabilities, obligations or commitments imposed upon them by the terms of the Separation and Merger Agreements, including the representations, warranties, covenants, agreements and other provisions of the Separation and Merger Agreements. Notwithstanding any other provision of this Agreement to the contrary, (i) to the extent that the provisions of any other Transaction Document or the Separation and Merger Agreement conflict with the provisions of this Agreement, the provisions of this Agreement shall govern with respect to the subject matter addressed hereby to the extent of such conflict or inconsistency and (ii) to the extent that the provisions of the Appendices conflict with the provisions of this Agreement, the provisions of this Agreement shall govern.

(b) Interpretation of this Agreement shall be governed by the following rules of construction: (a) words in the singular shall be held to include the plural and vice versa, and words of one gender shall be held to include the other gender as the context requires; (b) references to the terms "Article," "Section," "paragraph," "clause," "Exhibit," "Annex," "Appendix" and "Schedule" are references to the Articles, Sections, paragraphs, clauses, Exhibits, Annexes, Appendices and Schedules of this Agreement unless otherwise specified; (c) the terms "hereof," "herein," "hereby," "hereto" and derivative or similar words refer to this entire Agreement, including the Schedules and Exhibits hereto; (d) references to "$" shall mean U.S. dollars; (e) the word "including" and words of similar import when used in this Agreement shall mean "including without limitation," unless otherwise specified; (f) the word "or" shall not be exclusive; (g) references to "written" or "in writing" include in electronic form; (h) provisions shall apply, when appropriate, to successive events and transactions; (i) the table of contents and headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement; and (j) a reference to any Person includes such Person's successors and permitted assigns.

(c) The Parties have each participated in the negotiation and drafting of this Agreement and if an ambiguity or question of interpretation should arise, this Agreement shall be construed as if drafted jointly by the Parties and no presumption or burden of proof shall arise favoring or burdening a Party by virtue of the authorship of any of the provisions in this Agreement or any interim drafts of this Agreement.

Section 6.14. **Counterparts and Electronic Signatures**. This Agreement may be executed in two or more counterparts (including by electronic or .pdf transmission), each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Delivery of any signature page by facsimile, electronic or .pdf transmission shall be binding to the same extent as an original signature page.

Section 6.15. **Further Assurances**. In addition to the actions specifically provided for elsewhere in this Agreement, each of the Parties will cooperate with each other in all matters relating to, and use commercially reasonable efforts to take, or cause to be taken all actions, and to do, or to cause to be done, all things, reasonably necessary on its part under applicable Law or Contractual obligations for, the provision and receipt of the Transition Distribution Activities, including (a) exchanging information, (b) performing true-ups and adjustments, and (c) seeking all Consents and Permits necessary to permit each Party to perform its obligations hereunder; provided, however, that, except as otherwise stated herein or as mutually agreed by the Parties, no Party shall be required to relinquish or forbear any rights, or incur any out-of-pocket costs, expenses, fees, levies or charges, in connection with obtaining such Consents and Permits.

Section 6.16. **Relationship of the Parties**. Nothing contained in this Agreement shall be deemed or construed as creating a joint venture or partnership between the Parties hereto. Except for the principal-agent relationship created between Parent and its Subsidiaries, as principals on the one hand, and the Company and its Subsidiaries as agents on the other hand, strictly for antitrust and competition law purposes and as it relates to the resale of Products by the Company and its Subsidiaries, no Party is by virtue of this Agreement authorized as an agent, employee or legal representative of the other Party. No Party shall have the power by virtue of this Agreement to control the activities and operations of the other and their status is, and at all times shall continue to be, that of independent contractors with respect to each other. No Party shall have any power or authority to bind or commit the other Party by virtue of this Agreement. No Party shall hold itself out as having any authority or relationship in contravention of this Section 6.16.

Section 6.17. **Confidentiality**. The Parties acknowledge that in connection with the provision and receipt of the Transition Distribution Activities, any Party or any of its Affiliates or its or their respective Representatives (such Party, the "Receiving Party") may obtain access to Confidential Information of the other Party or any of its Affiliates or its or their respective Representatives (such Party, the "Disclosing Party"). Subject to Section 7.2 of the Separation Agreement solely with respect to SpinCo Confidential Information and Company Confidential Information (as each is defined in the Separation Agreement), in each case, known by either (x) Parent or the SpinCo Group or (y) the Company Group, in each case, as of the Distribution Time, the Receiving Party shall refrain from (a) using any Confidential Information of the Disclosing Party except for the purpose of providing or directly supporting the provision of Transition Distribution Activities and (b) disclosing any Confidential Information of the Disclosing Party to any Person, except to such Receiving Party's Affiliates and its and their respective Representatives and independent contractors as is reasonably required in connection with the exercise of each Party's rights and obligations under this Agreement (and only if such Persons are subject to use and disclosure restrictions consistent with those set forth herein). In the event that the Receiving Party is required by any applicable Law to disclose any such Confidential Information, the Receiving Party shall (x) to the extent permissible by such applicable Law, provide the Disclosing Party with prompt and, if practicable, advance, written notice of such requirement, (y) disclose only that information that the Receiving Party determines (with the advice of counsel) is required by such applicable Law to be disclosed and (z) use commercially reasonable efforts to preserve the confidentiality of such Confidential Information, including by, at the Disclosing Party's request, reasonably cooperating with the Disclosing Party to obtain an appropriate protective order or other reliable assurance that confidential treatment shall be accorded such Confidential Information (at the Disclosing Party's sole cost and expense). With respect to Representatives of Parent or any of its Affiliates that, prior to the Closing, were Representatives of the Company or any of its Affiliates, nothing in this Section 6.17 shall vitiate such Representative's confidentiality obligations owed to the Company or any of its Affiliates (or, if applicable Parent and its Affiliates) as a consequence of such Representative's former relationship with the Company or any of its Affiliates.

Section 6.18. **Access to IT Assets**. If any Party or its Affiliates, or its or their employees (including SpinCo Employees) or contractors have access (either on-site or remotely) to the IT Assets in relation to the Transition Distribution Activities such Party shall (a) limit such access solely to the use of such IT Assets for purposes of the Transition Distribution Activities and shall not access or attempt to access the IT Assets other than those required for the Transition Distribution Activities, (b) use IT Assets in accordance with the granting party's reasonable rules, policies, and procedures applicable to such granting party (with respect to Company as the accessing party, copies of which have been provided to SpinCo Employees via the Company's intranet site) and in accordance with all applicable Laws, (c) with respect to any facility (including any SpinCo Real Property) in which such IT Assets are located, maintain reasonable security and access control and (d) not extract or share any data from the IT Assets except for purposes of the Transition Distribution Activities and in the case of SpinCo, solely as requested and directed by the Company and in accordance with Schedule 4.1 of the Separation Agreement, and (e) not introduce any Malicious Code into the IT Assets. The accessing party shall limit access to the IT Assets to only its or Affiliates' employees or contractors that the Parties mutually agree have a need to have such access in connection with the Transition Distribution Activities; provided, that, SpinCo Employees and contractors who had access to such IT Assets during the month prior to the Closing Date or to such other employees and contractors of SpinCo or its Subsidiaries replacing any such SpinCo Employees and contractors pursuant to Section 2.10 will be deemed to have a bona fide need to have such access in connection with the Transition Distribution Activities; and provided, further, that any such other employees and contractors of the accessing party granted such access complete reasonable training required by the Company on the permitted and proper access and use of the applicable IT Assets (which training shall be promptly provided to such employees and contractors by the granting party). The accessing party will promptly notify the granting party of the termination of any employee or contractor of the accessing party with a user identification number for the IT Assets and inform each such terminated employee or contractor that their access to and use of IT Assets has been revoked. The accessing party will return all tangible IT Assets used by such terminated employee or contractor to the granting party no later than fourteen (14) days after termination of such employee or contractor. All user identification numbers and passwords disclosed pursuant to this Agreement to and any information obtained by the accessing party as a result of its access to and use of the IT Assets which is confidential or proprietary shall be deemed to be, and treated as, Confidential Information hereunder. The accessing party's employees and contractors shall not share or disclose their user identification numbers and passwords to any other employee or contractor of Parent or its Subsidiaries or to any third party. The accessing party is responsible for its and its Subsidiaries' employees' and contractors' use and misuse of the IT Assets. The granting party may revoke the access of an employee or contractor of the accessing party in the event of an actual or reasonably suspected material violation of this Agreement or the granting party's applicable policies or procedures by such employee or contractor, which violation is likely to cause a security issue or vulnerability or other adverse effect on the functionality of the IT Assets, and which polices and procedures have been made available to such employee or contractor before such violation. The accessing party shall cooperate with the granting party in the investigation of any actual or suspected unauthorized access to any of the IT Assets (at the granting party's sole cost and expense). The accessing party shall cooperate with the granting party in the investigation of any actual or suspected unauthorized access to any of the IT Assets (at the granting party's sole cost and expense). If the accessing party becomes aware of its or its Subsidiaries' employee's or contractor's noncompliance with any of the requirements set forth in this Section 6.18, the accessing party shall (x) promptly notify the granting party in writing and provide a reasonable description of such noncompliance and (y) promptly cooperate with the granting party's reasonable requests in connection with its investigation and mitigation of any adverse effects to the IT Assets due to such noncompliance.

Section 6.19. **Transition Distribution Activities Exit Plan**. For the convenience of Parent and in order to promote a smooth and orderly wind down and transition to Parent, SpinCo or the appropriate party of the Transition Distribution Activities upon the termination or expiration of this Agreement, representatives of Parent, SpinCo and the Company shall meet or confer, in person or by telephone, as reasonably necessary (but no less than weekly during the period that the Agreement Term and the term of the TSA are concurrent, and no less than biweekly thereafter) to jointly plan in good faith the wind down and service exit activities that will need to be managed or completed in preparation for the termination or expiration of each the Products under this Agreement. These activities shall be reflected in a written service exit plan (the "Exit Plan") prepared by Customer and delivered to Supplier no later than ninety (90) days before the expiration or termination of this Agreement. The Service Provider Parties shall not be responsible or liable for any inconvenience, loss, or damages to Parent or SpinCo directly resulting from Parent or SpinCo's failure to prepare or deliver the Exit Plan (except to the extent such failure is due to Service Provider's failure to meet, confer or assist with the preparation of the Exit Plan).

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed as of the date first written above by their respective officers thereunto duly authorized.

COMPANY

3M COMPANY

By: /s/ Jeffrey Lavers
Name: Jeffrey Lavers
Title: Group President

[Signature Page to the Transition Distribution Services Agreement]

PARENT

NEOGEN CORPORATION

By: /s/ John E. Adent
Name: John E. Adent
Title: President and Chief Executive Officer

[Signature Page to the Transition Distribution Services Agreement]

SPINCO

GARDEN SPINCO CORPORATION

By: /s/ Jerry T. Will
Name: Jerry T. Will
Title: Vice President

[Signature Page to the Transition Distribution Services Agreement]

Exhibit 10.6

EXECUTION VERSION

Certain confidential information contained in this document, marked by brackets and asterisks ([* * *]), has been omitted because it is both (i) not material and (ii) would be competitively harmful if publicly disclosed.

TRANSITION CONTRACT MANUFACTURING AGREEMENT

BY AND AMONG

3M COMPANY,

GARDEN SPINCO CORPORATION

AND

NEOGEN CORPORATION

DATED AS OF SEPTEMBER 1, 2022

TRANSITION CONTRACT MANUFACTURING AGREEMENT

This TRANSITION CONTRACT MANUFACTURING AGREEMENT (this "Agreement" or "TCMA"), dated as of September 1, 2022, (the "Effective Date"), is entered into by and among 3M Company, a Delaware corporation ("Supplier"), Garden SpinCo Corporation, a Delaware corporation ("SpinCo"), and Neogen Corporation, a Michigan corporation ("Customer" and, together with Supplier, the "Parties" and each, individually, a "Party").

RECITALS

WHEREAS, Parent, Supplier, SpinCo, and Nova RMT Sub, Inc., a Delaware corporation and a wholly-owned subsidiary of Customer ("Merger Sub"), are parties to that certain Separation and Distribution Agreement, dated as of December 13, 2021 (the "Separation Agreement"), and that certain Agreement and Plan of Merger, dated as of December 13, 2021 (the "Merger Agreement" and, together with the Separation Agreement, the "Separation and Merger Agreements");

WHEREAS, pursuant to the Separation and Merger Agreements, (i) Supplier has agreed to transfer, and cause its Subsidiaries to transfer, to the SpinCo Group, and SpinCo has agreed to assume from Supplier and its Subsidiaries, the SpinCo Assets and the SpinCo Liabilities (the "Separation"), (ii) in exchange for the transfer of the SpinCo Assets to (and the assumption of the SpinCo Liabilities by) SpinCo, Supplier will receive from SpinCo a distribution of all of the issued and outstanding shares of capital stock of SpinCo (the "Distribution"), and (iii) shortly following the Distribution, Merger Sub has agreed to merge with and into SpinCo, with SpinCo as the surviving corporation of such merger (the "Merger"), in each case, pursuant to the terms and conditions of the Separation and Merger Agreements;

WHEREAS, this Agreement is a "Transaction Document" pursuant to the Separation and Merger Agreements;

WHEREAS, this Agreement is being entered into by the Parties (a) as a condition to the Closing and (b) in order to promote the orderly transition of certain operations of the SpinCo Business and to effectuate the orderly consummation of the transactions contemplated under the Separation and Merger Agreements; and

WHEREAS, consistent with Parent's authority to set the strategic direction for, and make strategic decisions in respect of, the SpinCo Business following the transactions contemplated under the Separation and Merger Agreements, this Agreement sets forth the terms and conditions pursuant to which Parent desires Supplier to act as its non-exclusive supplier and perform certain limited Contract Manufacturing Services, and pursuant to which Parent shall purchase from Supplier, and Supplier shall manufacture and sell to Parent, the Products for a limited period following the Closing.

NOW, THEREFORE, in consideration of the premises and the mutual covenants and agreements contained in this Agreement and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties, intending to be legally bound, agree as follows:

ARTICLE 1
DEFINITIONS

Section 1.1 **Certain Defined Terms**. Capitalized terms used but not otherwise defined herein shall have the meanings ascribed thereto in the Separation and Merger Agreements or, if no meanings are ascribed thereto in the Separation and Merger Agreements, in the Transition Distribution Services Agreement. As used in this Agreement, the following terms shall have the following meanings:

"Agreed Upon Procedures" has the meaning set forth in Section 4.9.

"Agreement" has the meaning set forth in the introductory paragraph to this Agreement.

"Agreement Term" has the meaning set forth in Section 6.1.

"Applicable Facilities" has the meaning set forth in Section 3.2.

"Confidential Information" has the meaning set forth in the Transition Services Agreement; provided, however, that the reference to Section 6.17 in such definition in the Transition Services Agreement shall instead refer to Section 8.18 of this Agreement.

"Contract Manufacturing Services" has the meaning set forth in Section 2.1(a).

"Contractor" has the meaning set forth in Section 3.6.

"Cost of Goods Sold" or "COGS" means, with respect to Products, direct materials, labor, overhead, purchased services, inbound and intercompany freight and drayage, and expensed engineering as recorded in Supplier or its relevant Subsidiary's accounting systems, relating to Products manufactured pursuant to this Agreement within the applicable monthly Settlement Statement or Local Statement. Supplier and its relevant Subsidiaries will account for COGS related to Products manufactured pursuant to this Agreement in a manner consistent with Supplier's or its relevant Subsidiary's policies and practices applicable to such Products during the one month period prior to the Effective Date. If during the Term Supplier makes material changes to such policies and practices, Supplier will provide written notice to Parent of any such changes. For the avoidance of doubt, "freight" and "drayage" in the foregoing definition excludes freight and drayage relating to the distribution, transportation or delivery of Products from Supplier to Customer (or its facilities) or end customers.

"Covered Taxes" has the meaning set forth in Section 4.8.

"Customer" means Parent; provided that Parent may, without limiting its obligations as the primary Customer hereunder and subject to the requirements of Section 2.4, make a limited assignment of its rights to purchase Product hereunder to (i) its United States-based and -domiciled Subsidiaries to the extent engaged in the operation of the SpinCo Business (including the SpinCo Entities) as of immediately following the Closing (which Subsidiaries shall be set forth on Appendix E) or (ii) any other Subsidiary of Parent that Parent requests and the Parties mutually agree to add (such agreement from Supplier not to be unreasonably withheld, conditioned or delayed) as an eligible purchaser hereunder from time to time (in which case Appendix E shall be deemed updated to reflect such addition); provided that, for any orders of non-TDSA Product, any such order must be made by Customer or a Subsidiary of Customer that is legally authorized to accept delivery and title in the local country where Supplier manufactures the respective non-TDSA Product, such that the delivery would be made to Customer or such local Subsidiary of Customer as a domestic delivery or in the case of the European Union ("EU") as an intra-EU delivery in the same country the Product is manufactured.

"Customer Equipment" means any production machines, tools, molds, dies or related equipment that (a) constitute SpinCo Assets and (b) are located at a Supplier Manufacturing Facility.

"Customer Indemnified Parties" has the meaning set forth in Section 7.3(b).

"Customer Recipient Party" has the meaning set forth in Section 7.3(b).

"Demand Plan" with respect to any Product, has the meaning set forth in the TDSA.

"Disclosing Party" has the meaning set forth in Section 8.18.

"Dispute" has the meaning set forth in Section 8.10.

"Effective Date" has the meaning set forth in the introductory paragraph to this Agreement.

"Event of Force Majeure" has the meaning set forth in Section 8.2.

"Exit Plan" has the meaning set forth in Section 2.11.

"Intellectual Property License Agreement" or "IPLA" means the Intellectual Property License Agreement among Parent, SpinCo, Supplier, and 3M Innovative Properties Company, dated the date hereof.

"Liable Customer Party" has the meaning set forth in Section 7.2(b).

"Losses" means all losses, damages, costs, expenses, awards, judgments, penalties, and other Liabilities.

"Merger" has the meaning set forth in the Recitals.

"Merger Agreement" has the meaning set forth in the Recitals.

"Merger Sub" has the meaning set forth in the Recitals.

"Negotiation Period" has the meaning set forth in Section 8.10(a).

"Non-Petrifilm Products" means all Products that are not Petrifilm Products.

"Non-TDSA Product" means all Product purchased and sold hereunder (other than TDSA Product).

"Objection Notice" has the meaning set forth in Section 4.5(a).

"Party" or "Parties" has the meaning set forth in the introductory paragraph to this Agreement.

"Personnel Review Charges" has the meaning set forth in Section 4.9.

"Petrifilm Products" means those products (i) described in Appendix A that have "Petrifilm" as their product category designation and (ii) described in Appendix B.

"Price" means the price in effect at any time for any Product as set forth in Section 4.1 and, as applicable, Section 4.3 and Section 4.4.

"Product Forecast" has the meaning set forth in Section 5.4(a).

"Products" means all products described in Appendix A.

"Receiving Party" has the meaning set forth in Section 8.18.

"Regulatory Requirements" means all Laws governing (a) the establishment of recordkeeping or reporting obligations for third party complaints or adverse events, (b) recall, and obligations related to, Product certifications, registrations, listings, qualifications, design, safety, or (c) regulatory compliance.

"Report" has the meaning set forth in Section 4.9.

"Review" has the meaning set forth in Section 4.9.

"Review Firm" has the meaning set forth in Section 4.9.

"Separation Agreement" has the meaning set forth in the Recitals.

"Separation and Merger Agreements" has the meaning set forth in the Recitals.

"Settlement Statement" has the meaning set forth in the TSA; provided that, if a Local Statement is required for purposes of this Agreement, Appendix C attached hereto shall replace Appendix C referred to in the definition of Settlement Statement in the TSA and apply to this Agreement.

"Shutdown" has the meaning set forth in Section 2.7(c).

"Specification" has the meaning set forth in Section 2.2.

"SpinCo" has the meaning set forth in the Recitals.

"SpinCo TVOS Percentage" has the meaning set forth in Section 3.2.

"Standard Inventory Cost" means inventory unit cost as recorded within Supplier's or its relevant Subsidiary's financial systems based on Supplier's global financial standards for inventory costing. Supplier and its relevant Subsidiaries will account for Standard Inventory Cost related to Products manufactured pursuant to this Agreement in a manner consistent with Supplier's and relevant Subsidiary's policies and practices applicable to such Products and in existence in the month prior to the Effective Date. If during the Term Supplier makes material changes to such Supplier policies and practices, Supplier will inform Parent of any such changes.

"Statement Date" means the first calendar day of the month in which the Closing occurs.

"Supplier" has the meaning set forth in the introductory paragraph to this Agreement.

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

"Supplier Manufacturing Facilities" means the facilities which are owned, leased, or operated by Supplier or its Subsidiaries, and in which both SpinCo Business and Company Business products (including the Products) are manufactured, including the facilities listed in Appendix A (located in Brookings, Columbia, Flemington, Sumare, and Wroclaw).

"Supplier Party" means Supplier and any of its Subsidiaries that are providing Contract Manufacturing Services.

"TCM Agreement Contact" has the meaning set forth in Section 2.9.

"TDSA Product" means any Product purchased by Customer hereunder for distribution by Supplier under the TDSA.

"Term" has the meaning set forth in Section 6.1.

"Trademark License Agreement" means the Trademark License Agreement by and between Supplier and Parent, dated the date hereof.

"Transition Distribution Services Agreement" or "TDSA" means the Transition Distribution Agreement Services Agreement by and among Supplier, SpinCo and Parent, dated as of the date hereof.

"Transition Financial Information" has the meaning set forth in Section 4.9.

"Transition Services Agreement" or "TSA" means the Transition Services Agreement by and among Supplier, SpinCo and Parent, dated as of the date hereof.

"TVOS" has the meaning set forth in Section 3.2.

"Uncured Breach" has the meaning set forth in Section 7.2.

ARTICLE 2
TRANSITION CONTRACT MANUFACTURING SERVICES

Section 2.1 Products; Transition Contract Manufacturing Services.

(a) Upon the terms and subject to the conditions set forth in this Agreement, and in consideration of the amounts payable by Parent pursuant to Article 4, Supplier shall, or shall cause its relevant Subsidiaries to, (i) manufacture at the applicable Supplier Manufacturing Facilities the Products and (ii) sell the Products to Customer for any use or purpose, including for purposes of ultimate sale to Customer's clients pursuant to and in accordance with the terms and conditions of the TDSA (collectively, the "Contract Manufacturing Services").

(b) Appendix A sets forth a list of the products manufactured at Supplier's Manufacturing Facilities primarily for the SpinCo Business as of the Effective Date, including for each Product, the applicable Term (as further detailed in Section 6.1(a)). Appendix B sets forth a list of the products and new product introductions (NPIs) under development as of the Effective Date. The Parties agree to discuss in good faith updates to Appendix A from time to time following the Effective Date to reflect any changes the Parties may agree upon, including potential changes (i) to minimum order quantity or lead time, (ii) to remove a Product, (iii) to add a product which was manufactured at Supplier's Manufacturing Facilities primarily for the SpinCo Business, or a product or NPI that had been under development and contemplated to be used primarily in the SpinCo Business as of the Effective Date, (iv) to add a product which is a derivative, extension or application of or an improvement or modification to any Product, or (v) to add any other new product; provided that, with respect to the addition of any product that relates to petrifilm in (iii), (iv) or (v) (including any product which is a derivative, extension or application of or an improvement or modification to any Petrifilm Product), Supplier's agreement shall not be unreasonably withheld, conditioned or delayed after any such additional product has been qualified for market release to agreed upon product specifications.

Section 2.2 Product Specifications. Unless otherwise mutually agreed by the Parties in writing, Supplier shall, or shall cause its relevant Subsidiaries to, manufacture each Product in accordance with the applicable production and release specification for such Product used by Supplier during the month prior to the Effective Date (such Product's "Specification"). Supplier shall not, and shall cause its relevant Subsidiaries to not, make any change to the Specification, nor make any other change that would affect the form, fit or function of the applicable Product, without Parent's prior written consent. In the event that the Parties mutually agree to modify any Product's Specification, then such modified specification shall be deemed for all purposes under this Agreement to be such Product's Specification thereafter as of the effective date of such modification.

Section 2.3 Shipping and Certain Other Terms. With respect to TDSA Products, the shipping and delivery terms of such Products manufactured and sold pursuant to this Agreement shall be determined in a manner consistent with Supplier's reasonable practices and procedures that were applicable to the SpinCo Business during the month prior to the Effective Date. With respect to Non-TDSA Product, the shipment and freight terms shall be as stated in Appendix A.

Section 2.4 Customer Subsidiaries. In the event Supplier or any relevant Supplier Subsidiaries provide any Contract Manufacturing Services to or for Customer or any of Customer's Subsidiaries that reasonably require such Contract Manufacturing Services for the operation of the SpinCo Business, Customer and Supplier shall (a) cause each such Subsidiary to comply with its obligations as set forth in this Agreement in respect of such Contract Manufacturing Services and (b) remain fully responsible for its and each such Subsidiary's compliance with its and their respective obligations (including, if applicable, the performance of such Subsidiary of the Contract Manufacturing Services) under this Agreement and applicable Law.

Section 2.5 **Nature and Quality of Contract Manufacturing Services**. Each of the Parties understands and agrees that (a) Supplier and its Subsidiaries, as applicable, are not in the business of providing Contract Manufacturing Services for or on behalf of third parties, (b) the standard of care to which Supplier and its Subsidiaries providing Contract Manufacturing Services hereunder shall be held shall be substantially the same degree of care, skill, and diligence used by Supplier or its Subsidiaries, as applicable, in providing services substantially similar to such Contract Manufacturing Services for the SpinCo Business during the twelve (12) month period prior to the Effective Date, (c) the Contract Manufacturing Services shall be provided at times at least materially consistent with the operations of any similar business of Supplier or its relevant Subsidiaries at the time the Contract Manufacturing Services are provided, and (d) nothing in this Agreement shall require or be interpreted in a manner that would hold Supplier or its Subsidiaries to a higher degree of care, skill or diligence in providing Contract Manufacturing Services hereunder used by Supplier or its Subsidiaries in connection with the SpinCo Business in the twelve (12) months prior to the Effective Date.

Section 2.6 **Supplier's Policies and Procedures**. Except to the extent in conflict with the terms of this Agreement, the Contract Manufacturing Services shall be provided by Supplier and its relevant Subsidiaries in accordance with their respective reasonable and bona fide policies and procedures that are applicable such Supplier at the time the Contract Manufacturing Services are provided; provided, that, any change to such policies and procedures following the Distribution shall not apply to the extent such change has a disproportionate and material negative effect on the Contract Manufacturing Services. If Customer acts in a manner that is materially inconsistent with such policies or procedures, Supplier shall so inform Customer and specify and provide the relevant policies or procedure to Customer, and Customer shall use commercially reasonable efforts to materially conform to the reasonable requirements included in such policies or procedures. Subject to Section 2.5, Supplier is permitted to make changes from time to time to such policies and procedures; provided, however, that any changes to such policies and procedures shall also apply to Supplier or relevant Supplier Party in the provision of services substantially similar to Contract Manufacturing Services for its own internal organization and shall not have a disproportionate and material negative effect on the Contract Manufacturing Services.

Section 2.7 **Limitations to Supplier's Obligations**. In addition to any other limitation or exclusion of Supplier's and its Subsidiaries' obligations or liability hereunder, the Parties agree as follows:

(a) Customer as Sole Beneficiary. Customer acknowledges and agrees that the Contract Manufacturing Services are provided solely for the use and benefit of Customer and solely in support of the operation of the SpinCo Business and transition of the SpinCo Business to Customer. Subject to Section 2.4, Customer shall not allow access to or use of the Contract Manufacturing Services by any other Person or for any other purpose without the prior written consent of Supplier.

(b) Other Limitations. Subject to Section 5.3 and Section 8.15, Supplier Parties shall provide all Contract Manufacturing Services in accordance with the applicable Demand Plan or Product Forecast, as applicable. If Customer seeks to order volumes or quantities which exceed the Demand Plan or Product Forecast, as applicable, Supplier Parties' shall make commercially reasonable efforts to supply the additional Contract Manufacturing Services without incurring Liability to the extent it is unable to provide such excess or meet such excess quantities; provided further that Customer shall be required to give at least three (3) months prior notice if the requested volume increase of Contract Manufacturing Services is an increase greater than twenty percent (20%). Under no circumstance shall any Supplier Party be obligated to provide Contract Manufacturing Services that would exceed the capacity of any Supplier Party; provided, however, that Supplier shall use commercially reasonable efforts to increase production when determined to be appropriate to supply Contract Manufacturing Services, for example, by increasing shifts. If the volumes, quantities or levels of the services provided with respect to any Contract Manufacturing Service during the Term result in a material increase in costs or expenses (beyond those costs and expenses included in COGS) associated with the provision of such Contract Manufacturing Service, each of Customer and Supplier shall negotiate in good faith an amendment to this Agreement to account for such cost or expense increases, and any obligation of Supplier to provide Contract Manufacturing Services in a volume, quantity, or level in excess of that provided to the SpinCo Business during the twelve (12) month period prior to the Effective Date shall be conditioned upon such amendment.

(c) Maintenance and Shutdowns. If Supplier determines that it is necessary to temporarily suspend Contract Manufacturing Services due to the shutdown or the operation of any IT Assets, facilities, machinery, equipment or similar assets used in the provision of a Contract Manufacturing Service due to scheduled or emergency maintenance, modification, repairs, updates or upgrades, alterations or replacements, (any such event, a "Shutdown"), Supplier shall provide Customer with reasonable prior written notice, which shall be provided promptly following the date established for any regularly scheduled Shutdown, of such Shutdown (including reasonable information regarding the nature and the projected length of such Shutdown), unless it is not reasonably practicable under the circumstances to provide such prior notice, in which case Supplier shall provide notice as soon as reasonably practicable, and, in each case, thereafter Supplier shall use commercially reasonable efforts to cooperate with Customer to minimize and mitigate any impact on or disruption to the Contract Manufacturing Services or the SpinCo Business caused by such Shutdown, and minimize the duration of the Shutdown. Customer shall have no obligation to pay any fees for any Contract Manufacturing Services that were not received as a result of such suspension of Contract Manufacturing Services. If, however, Supplier or its relevant Supplier Party cannot provide such suspended Contract Manufacturing Service for a period of ten (10) consecutive days due to such Shutdown, then Customer reserves the right to terminate such affected Contract Manufacturing Service. In the event the obligations of Supplier or its relevant Supplier Party to provide any Contract Manufacturing Service shall be suspended or terminated in accordance with this Section 2.7(c), no Party shall have any Liability whatsoever to the other Party directly arising out of or solely relating to such suspension or termination of Supplier's or its relevant Supplier Party's provision of such Contract Manufacturing Service, except to the extent resulting from (1) a breach by a Supplier Party of any agreement or covenant required to be performed or complied with by a Supplier Party pursuant to this Section 2.7(c) (but subject to the other limitations on Liability set forth in this Agreement) or (2) the Shutdown was caused by Supplier's negligence in operating the IT Assets.

(d) Legal Compliance. No Supplier Party shall be required hereunder to take any action (including by providing any Contract Manufacturing Services) that would constitute, or that Supplier reasonably believes would constitute, (i) a violation of any applicable Law, (ii) a material breach of any contractual obligations of Supplier or any of its Subsidiaries, or (iii) any other violation of a third party's Intellectual Property rights; provided, however, that in each of the foregoing circumstances, Supplier shall (x) provide Customer with prompt written notice upon becoming aware of such impediment and (y) if possible, work around the impediment to modify or perform the affected Contract Manufacturing Services in a manner that does not violate any applicable Law, Supplier's contractual obligations or third party Intellectual Property rights and that is consistent with Section 2.5 at no additional cost to Customer. If, using commercially reasonable efforts, the Supplier Party is not able to provide the affected Contract Manufacturing Service without violating applicable Law, its contractual obligations or a third party's Intellectual Property rights, the Parties shall cooperate in good faith to identify a commercially reasonable alternative to the affected Contract Manufacturing Service.

(e) Product Regulatory Requirements. For the purpose of clarity, and without limiting any other limitation or exclusion of Supplier's and its Subsidiaries' obligations or liability hereunder, Supplier Parties shall not be responsible for any Regulatory Requirements. If Customer requests information reasonably required for, and related to, Regulatory Requirements, Supplier Parties shall cooperate in good faith by providing Customer relevant Product information reasonably available to Supplier.

(f) Information, Cooperation, and Other Assistance. During the Agreement Term, Customer shall, upon request by Supplier, (i) provide Supplier or any other relevant Supplier Party with all information within the control of (or reasonably available to) Customer which is reasonably necessary to perform any Contract Manufacturing Services; provided, that, Customer shall not be required to disclose any information to the extent disclosure to the applicable Supplier Party is not permitted or advisable under applicable Law or disclosure of such information is subject to any contractual restrictions which prevent Customer from disclosing such information; provided, however, if possible, the applicable Parties will seek to work around any such impediment in a manner that does not violate any applicable Law or contractual obligations or restrictions; and (ii) otherwise reasonably cooperate with Supplier or any other relevant Supplier Party to the extent reasonably necessary for the performance of the Contract Manufacturing Services; provided, that, in the case of (i), Customer shall not incur any additional out-of-pocket costs or expenses or fees in connection with such actions. If disclosed by Customer, such information shall be subject to Section 6.17. Supplier and other relevant Supplier Party shall not be liable for any breach of this Agreement to the extent caused by Customer's failure to provide necessary information or cooperation in breach of Customer's obligations in this Section 2.8.

Section 2.8 Access.

(a) To the extent reasonably required for any Supplier Party to perform the Contract Manufacturing Services, or for Customer to receive the Contract Manufacturing Services, the party granting such access shall, without any charge provide the party that requires access with reasonable access, on an as-needed basis, to its equipment, office space, plants, IT Assets (subject to the other terms and conditions of this Agreement applicable to access to IT Assets, including this Section 2.8) and, subject to Section 3.1, to the Customer Equipment. The accessing party shall use commercially reasonable efforts to minimize the disruption to the granting party's operations in exercising such access rights. The accessing party's access to granting party's Confidential Information shall be subject to Section 8.18; provided, that Customer understands that (i) such access shall be limited solely to that which is necessary in order for Supplier or any relevant Supplier Subsidiary to perform the Contract Manufacturing Services; (ii) such access is expressly conditioned on Supplier receiving the necessary Consents from the applicable software vendor or licensor; and (iii) Customer shall be responsible for, and shall pay and reimburse Supplier and any relevant Supplier Party for, all incremental costs, expenses, fees, levies, or charges incurred by Supplier or any relevant Supplier Subsidiary in obtaining any software licenses and required Consents or Notifications necessary to permit such access from any applicable software vendor or licensor or otherwise, in each case, to the extent incurred solely to provide, and solely attributable to, the Contract Manufacturing Services; provided, further, that Supplier shall use commercially reasonable efforts to secure any and all necessary Consents from the applicable software vendor or licensor. During the period that the Agreement Term and term of the TSA, Transition Services Schedule 1 are concurrent, any access provided to a Transferred Employee or contractor of SpinCo (or replacement thereof) pursuant this Section 2.8 shall be subject to the applicable terms of the TSA, Transition Services Schedule 1. To the extent any SpinCo Employee or contractor of SpinCo (or replacement thereof) reasonably requires access to certain Supplier IT Assets in order for Supplier or any relevant Supplier Subsidiary to perform the Contract Manufacturing Services, such access shall be made available subject to and in accordance with the applicable terms of the TSA, Transition Services Schedule 1 and Section 2.8(c). After the expiration of the term of the TSA, Transition Services Schedule 1, the Parties commit to negotiate in good faith and agree in writing on the terms and scope of any access provided to a Transferred Employee or contractor of SpinCo (or replacement thereof) pursuant to this Section 2.8 (including, among other things, the duration and fee) governing such access.

(b) If any Party or its Affiliates, or its or their employees (including SpinCo Employees) or contractors have access (either on-site or remotely) to the IT Assets in relation to the Contract Manufacturing Services, such party shall (i) limit such access solely to the use of such IT Assets for purposes of the Contract Manufacturing Services and shall not access or attempt to access the IT Assets other than those required for the Contract Manufacturing Services, (ii) use IT Assets in accordance with the granting party's reasonable rules, policies, and procedures applicable to such granting party (with respect to Customer as the accessing party, copies of which have been provided to SpinCo Employees via Supplier's intranet site) and in accordance with all applicable Laws, (iii) with respect to any facility (including any SpinCo Real Property) in which such IT Assets are located, maintain reasonable security and access control, (iv) not extract or share any data from the IT Assets except for the purposes of the Transition Contract Manufacturing Services and in the case of SpinCo, solely as requested and directed by Customer and in accordance with Schedule 4.1 of the Separation Agreement, and (v) not introduce any Malicious Code into the IT Assets. The accessing party shall limit access to the IT Assets to only its or its Affiliates' employees or contractors that the Parties mutually agree have a need to have such access in connection with the Contract Manufacturing Services; provided, that SpinCo Employees and contractors who have had access to such IT Assets during the month prior to the Effective Date or to such other employees and contractors of SpinCo or its Subsidiaries replacing any such SpinCo Employees and contractors pursuant to Section 2.10 will be deemed to have a bona fide need to have such access in connection with the Contract Manufacturing Services; and provided, further, that any such other employees and contractors of the accessing party granted such access complete reasonable training required by the granting party in its internal organization on the permitted and proper access and use of the applicable IT Assets (which training shall be promptly provided to such employees and contractors by the granting party). The accessing party will promptly notify the granting party of the termination of any employee or contractor of the accessing party with a user identification number for the IT Assets and inform each such terminated employee or contractor that their access to and use of IT Assets has been revoked. The accessing party will return all tangible IT Assets used by such terminated employee or contractor to the granting party no later than fourteen (14) days after termination of such employee or contractor. All user identification numbers and passwords disclosed pursuant to this Agreement to and any information obtained by the accessing party as a result of its access to and use of the IT Assets which is confidential or proprietary shall be deemed to be, and treated as, Confidential Information hereunder. The accessing party's employees and contractors shall not share or disclose their user identification numbers and passwords to any other employee or contractor of Parent or its Subsidiaries or to any third party. The accessing party is responsible for its and its Subsidiaries' employees' and contractors' use and misuse of the IT Assets. The granting party may revoke the access of an employee or contractor of the accessing party in the event of an actual or reasonably suspected material violation of this Agreement or the granting party's applicable policies or procedures by such employee or contractor, which violation is likely to cause a security issue or vulnerability or other adverse effect on the functionality of the IT Assets, and which polices and procedures have been made available to such employee or contractor before such violation. The accessing party shall cooperate with the granting party in the investigation of any actual or suspected unauthorized access to any of the IT Assets (at the granting party's sole cost and expense). The accessing party shall cooperate with the granting party in the investigation of any actual or suspected unauthorized access to any of the IT Assets (at the granting party's sole cost and expense). If the accessing party becomes aware of its or its Subsidiaries' employee's or contractor's noncompliance with any of the requirements set forth in this Section 2.8, the accessing party shall (x) promptly notify the granting party in writing and provide a reasonable description of such noncompliance and (y) promptly cooperate with the granting party's reasonable requests in connection with its investigation and mitigation of any adverse effects to the IT Assets due to such noncompliance.

(c) Each Supplier Party shall, without any charge: (i) provide Customer with reasonable access upon reasonable request in advance to Supplier and any relevant Subsidiary, to the Customer Equipment and inventories of Products and raw materials and works-in-progress used to manufacture Products, in each case located at such Supplier Manufacturing Facility; (ii) perform any tasks and provide any acknowledgments, Approvals or Notifications or materials specified to be provided by Supplier related to such access; and (iii) cooperate with Customer in the planning, staging and removal of the SpinCo Assets from such Supplier Manufacturing Facility in accordance with the Exit Plan. Each Supplier Party shall grant the access described in (i) during business hours (unless such access is needed urgently or related to an emergency) and the accessing party shall use commercially reasonable efforts to minimize the disruption to Supplier's operations in exercising such access rights.

Section 2.9 **TCM Agreement Contact**. Supplier and Parent shall each promptly designate an individual to act as its primary point of operational contact for the administration and operation of this Agreement (each, a "TCM Agreement Contact"). With respect to the Party a TCM Agreement Contact represents, each TCM Agreement Contact shall have overall responsibility for coordinating all activities undertaken by such Party hereunder, for acting as a day-to-day contact with the other Party on matters related to this Agreement, for making available to the other Party information and other support reasonably required for the performance of the Contract Manufacturing Services in accordance with the terms of this Agreement, and for initially negotiating the resolution of any Disputes between the Parties under this Agreement. The TCM Agreement Contacts shall meet or confer, by telephone or in person, from time to time as reasonably necessary, but no less than biweekly with a formal Steering Committee to meet once per month or another meeting frequency agreed by the Parties in writing, between the Effective Date and the expiration of the Agreement Term in order to promote open and efficient communication regarding effective and coordinated performance of, and resolution of questions and issues related to, the Contract Manufacturing Services. There will be a standing agenda for each such meeting, which may be updated from time to time and which shall be circulated by the Chair at least one (1) day prior to any meeting. Supplier and Parent may change their respective TCM Agreement Contacts from time to time upon delivery of a written notice to the other Party in accordance with Section 8.3.

Section 2.10 **Customer Acknowledgment and Representations**. Customer understands that the Contract Manufacturing Services provided hereunder are transitional in nature and are provided for the purpose of working toward a smooth and an orderly transfer of the SpinCo Business to SpinCo and Customer. Customer agrees that Supplier shall not be responsible for any Losses to the extent resulting from Customer's (a) failure to retain SpinCo Employees who performed critical functions for the SpinCo Business in support of any services substantially similar to the Contract Manufacturing Services immediately prior to the Effective Date to continue to perform such functions to the extent necessary for Customer to receive the Contract Manufacturing Services (and, in the event a SpinCo Employee for any reason does not continue with SpinCo or Customer, is no longer able to perform such functions, is terminated or otherwise leaves the employ of SpinCo or Customer, or is not retained by SpinCo or Customer, to replace any such SpinCo Employee with, or assign the critical functions performed by such person to, an employee or contractor of comparable skill for the function as soon as reasonably practicable) during the Term of such Contract Manufacturing Services, or (b) failure to employ or otherwise engage personnel to perform critical functions for the SpinCo Business to receive the Contract Manufacturing Services. During the Agreement Term, Customer agrees to work diligently and expeditiously using commercially reasonable efforts to employ or retain personnel, and establish its own logistics, infrastructure and systems, to enable a transition to its own internal organization (or employ directly the services of contractors, subcontractors, vendors, or other third party providers).

Section 2.11 **Exit Planning**. In order to promote a smooth and orderly wind down and transition to Customer or the appropriate vendor of Contract Manufacturing Services, the representatives of Supplier and Customer shall meet or confer, in person or by telephone, as reasonably necessary (but no less than weekly during the period that the Agreement Term and the term of the TSA are concurrent, and no less than biweekly thereafter) to in connection with Customer's plan in good faith and, at Supplier's reasonable and periodic request, communicate to Supplier the wind down and service exit activities that will need to be managed or completed in preparation for the termination or expiration of each the Products under this Agreement. These activities shall be reflected in a written service exit plan (the "Exit Plan") prepared by Customer and delivered to Supplier no later than ninety (90) days before the expiration or termination of this Agreement; provided, that, failure of Customer to deliver such Exit Plan shall not extend the Agreement Term or delay the termination or expiration of this Agreement. Supplier and its Subsidiaries shall not be responsible or liable for any inconvenience, loss or damages to Customer resulting from the failure to prepare, deliver, or implement the Exit Plan

Section 2.12 **Supply Agreement**. At the request of Parent during the Term, each of SpinCo, Supplier and Customer shall promptly negotiate in good faith and enter into a supply agreement consistent with the term sheet attached hereto as Appendix D.

ARTICLE 3
USE AND MAINTENANCE OF CUSTOMER EQUIPMENT

Section 3.1 **Use of Customer Equipment**. Supplier and its relevant Subsidiaries shall at all times during the Agreement Term have the right to use any Customer Equipment, for (a) any purposes reasonably necessary to the provision of Contract Manufacturing Services and (b) solely with the prior written consent of Customer, purposes reasonably necessary to the business or operation of Supplier or any of its Subsidiaries and consistent with Supplier's use in the twelve (12) month period prior to the Effective Date.

Section 3.2 **TVOS Review; Potential Adjustment**. No later than ninety (90) days after the end of each calendar year during the Agreement Term, Supplier shall provide Customer with the percentage of transfer volume of shipment, as measured in accordance with Supplier's or its relevant Subsidiary's policies and practices in effect during the 12-month period prior to the Effective Date ("TVOS"), that the operations of the SpinCo Business represented during such calendar year (the "SpinCo TVOS Percentage") at each of the Company Manufacturing Facilities located in Brookings, South Dakota and Wroclaw, Poland (the "Applicable Facilities"). If the SpinCo TVOS Percentage increases by (a) more than fifty percent (50%) in the Applicable Facility in Brookings, South Dakota and/or (b) more than one hundred percent (100%) in the Applicable Facility in Wroclaw, Poland compared to the SpinCo TVOS Percentages for such Applicable Facilities for the prior calendar year, then Supplier shall provide a reasonably detailed analysis of the underlying reasons for such change(s) in the applicable SpinCo TVOS Percentage(s). If the resulting increase in manufacturing absorption costs, net of any variances, to the SpinCo Business was due to a decline in Supplier TVOS at the Applicable Facilit(ies) (and, for the avoidance of doubt, not to the extent due to an increase or decrease in SpinCo Business TVOS), then Supplier shall promptly remit to Customer the amount of such increase in cost over the prior year.

Section 3.3 **Ownership**. Supplier acknowledges, on behalf of itself and each other Supplier Party, that the Customer Equipment, any replacements thereof, and all related drawings and other documentation related thereto are the property of Customer (or one of its Subsidiaries). Customer (or one of its Subsidiaries) retains all right, title and interest in and to the Customer Equipment and Supplier, on behalf of itself and all other Supplier Parties, disclaims any such interest other than its rights to use the Customer Equipment under and in accordance with this Agreement. Supplier shall not sell, encumber, assign or otherwise dispose of any Customer Equipment and shall keep the Customer Equipment free from any Security Interest during the Agreement Term. Except as contemplated in Section 3.5, Supplier and its Subsidiaries shall not transfer or remove any Customer Equipment from any Supplier Manufacturing Facility without the prior written consent of Customer.

Section 3.4 **Maintenance and Repair**. During the Agreement Term, (a) Supplier shall, or shall cause its relevant Subsidiaries to, for no additional consideration, perform reasonable and ordinary maintenance and routine repairs to keep the Customer Equipment in good repair and working order and prevent the Customer Equipment from deteriorating (except, in each case, for any reasonable, ordinary course wear and tear); and (b) Customer shall be solely responsible for performing and paying all costs for any maintenance or repairs beyond such reasonable and ordinary maintenance and routine repairs to the Customer Equipment referred to in clause (a), except to the extent needed as a result of Supplier's gross negligence, in which case Supplier shall be responsible for such costs. If, during the Agreement Term, Supplier identifies maintenance or repairs for which Customer would be responsible pursuant to clause (b) above, Supplier shall promptly provide Customer written notice of such repair or maintenance, including a good faith estimate of the time, disruption to operations and cost associated therewith and, if applicable a recommended third party vendor to perform such repair or maintenance; provided that a third party vendor shall only be selected by Customer to perform such repair or maintenance if the vendor is able to perform such work in a timely manner and is able to avoid undue disruption. Customer shall, within five (5) days (or fewer if the situation requires) of receipt of such notice, notify Supplier as to whether such maintenance or repair is approved (and whether Customer would prefer to conduct such repair using a different third party). If Customer elects for (i) Supplier to conduct such maintenance or repair, and Supplier is willing to undertake the repair, Supplier shall perform such maintenance or repairs in a manner materially consistent with the policies and practices applicable to repairs and maintenance for the Company Business, and Customer shall reimburse Supplier for a reasonable amount intended to reflect Supplier's actual cost incurred in performing such maintenance or repair, or (ii) Supplier's proposed third party to perform the repair or maintenance, Supplier shall negotiate and enter into an agreement with such third party vendors to perform the repairs or maintenance on the terms included in the notice provided to Customer, and Customer shall reimburse Supplier for its out-of-pocket expenses paid to such third party. If Customer desires to perform any such maintenance or repairs itself or using a third party provider to conduct such repairs or maintenance, Supplier shall grant such parties access to conduct such repairs or maintenance and shall provide reasonable assistance in connection therewith; provided, that, with respect to any such third party providers, Supplier or Customer can require that they are subject to restrictions on its use and disclosure of Supplier's Confidential Information at least as restrictive as those set forth in this Agreement. Supplier shall have the right to reasonably approve and condition access with respect to any third party providing maintenance and repair services hereunder at a Supplier Manufacturing Facility.

Section 3.5 **Risk of Loss; Duty to Insure**. The risk of loss or damage with respect to Customer Equipment remains with Customer during the Agreement Term, unless any such loss or damage (i) is primarily due to a Supplier Party's failure to repair or maintain such Customer Equipment in accordance with Section 3.4 or (ii) Supplier's gross negligence or willful misconduct in operating the Supplier Manufacturing Facilities, in which case of (i) and (ii), Supplier shall responsible for the risk of loss or damage. Until the Customer Equipment shall have been removed from the Supplier Manufacturing Facilities in accordance with Section 3.5, Customer shall insure the Customer Equipment against any risk of loss or damage thereto from any cause, including theft, pilferage, deterioration or casualty, except due to intentionally wrongful acts of Supplier. Except as otherwise stated in Section 3.3, Customer shall bear all costs to replace or repair any Customer Equipment that have been lost, damaged destroyed, or that are no longer in good repair and working order. All replacements of the Customer Equipment shall become property of Customer and will be deemed for all purposes under this Agreement to be the Customer Equipment.

Section 3.6 **Removal of Customer Equipment**. Upon the expiration or termination of this Agreement, or upon the termination of any Contract Manufacturing Service at any Supplier Manufacturing Facility, Supplier shall, and shall cause its relevant Subsidiaries to, retain and provide reasonable assistance to Customer or a third party contractor ("Contractor") selected by or consented to in writing by Customer, which shall remove from manufacturing operations, crate, and make available for transport (a) in the case of the expiration or termination of this Agreement, all Customer Equipment, or (b) in the case of the termination of any Contract Manufacturing Service at any Supplier Manufacturing Facility, all Customer Equipment at such Supplier Manufacturing Facility that is not used in the performance of any other Contract Manufacturing Service at such Supplier Manufacturing Facility, in each case in the same condition (except for any reasonable wear and tear) as such Customer Equipment was in on the Closing Date. Customer agrees to assume responsibility for, and pay all expenses in connection with, and reimburse Supplier for, reasonable costs (whether internal or external) incurred by Supplier and its relevant Subsidiaries in connection with the removal of Customer Equipment, including costs and expenses associated with (i) removing, crating, and making available for transport all Customer Equipment, which costs shall be agreed by the Parties in the Exit Plan, and (ii) restoring the areas of such facilities in which the Customer Equipment was located (and any other areas of such facilities that were impacted or damaged in connection with such removal) to a broom clean and safe condition including by (x) safely capping supply and discharge lines (electrical, liquids, gas, etc.) and (y) repairing any damage or holes to concrete, flowing, walls or ceilings. Customer shall also be responsible for making arrangements for, and paying all expenses associated with, transportation of the Customer Equipment. Supplier will propose a Contractor per the timeline agreed upon in the Exit Plan, or otherwise ninety (90) days prior to the expiration or (if possible) termination of this Agreement or any Contract Manufacturing Service and will share the name of the Contractor and the preliminary cost estimate and any other material terms provided by the Contractor to Customer. If Customer objects to the selected Contractor, Customer must notify Supplier of its objection within thirty (30) Business Days, and Supplier and Customer will work together in good faith to promptly identify an alternate third-party contractor that is mutually acceptable to Supplier and Customer. Supplier and Customer will cooperate to define exact timing for the removal of the Customer Equipment in the Exit Plan; provided, such removal and transportation shall be completed within sixty (60) Business Days following the date of such expiration or termination; provided, that such sixty (60) Business Day period may be extended as reasonably necessary as a result of any relevant travel restrictions due to COVID-19 or any COVID-19 Measure or any Event of Force Majeure. Supplier agrees, from and after the date of such expiration or termination, to provide, or cause its relevant Subsidiaries to provide, Customer, its agents and employees access to those areas of the Supplier Manufacturing Facilities during reasonable business hours or otherwise in accordance with the Exit Plan, upon reasonable notice and subject to any applicable COVID-19 Measure, necessary for purposes of transporting such Customer Equipment. For the avoidance of doubt, nothing herein modifies the terms stated in Section 3.5. Supplier will invoice Customer for all expenses associated with this Section 3.6 promptly after Supplier incurs such expenses, as agreed in the Exit Plan.

ARTICLE 4
PRICING AND PRICE CHANGES

Section 4.1 Prices For TDSA Products.

(a) For all TDSA Products, the Price of each Product shall be COGS recorded in Supplier's or its relevant Subsidiary's financial system for the applicable monthly Settlement Statement or any Local Statement (if applicable) for such Product plus the applicable mark-up percentage for the relevant time period as stated in Appendix A.

(b) Any payments due and payable pursuant to Section 4.1(a) (which are not subject to an Objection Notice) and not made within the time required pursuant to Section 4.1(a) shall bear interest from the date such payments were required to be made through the date of payment at a rate of prime plus two percent (2%).

(c) In the event Customer and Supplier shall mutually agree in writing that Supplier shall provide any service (including repairs to Customer Equipment beyond ordinary maintenance) pursuant to this Agreement in addition to the Contract Manufacturing Services, the price for such services shall be as mutually agreed in writing by the TCM Agreement Contacts.

Section 4.2 Payment for TDSA Product. With respect to TDSA Product:

(a) Supplier shall include amounts payable by Customer under this Agreement in the relevant monthly Settlement Statements issued to Customer or any Local Statement (if applicable) issued to Customer or a Subsidiary of Customer pursuant to Section 3.4 of the TSA).

(b) Customer shall pay, in accordance with the timing specified in Section 3.3(a) of the TSA, all amounts payable by Customer under Section 4.2 of this Agreement.

Section 4.3 Pricing for Non-TDSA Product. During the Agreement Term, for all Products supplied after termination or expiration of the term of the TDSA and for all other Non-TDSA Product supplied during the Agreement Term, Product Pricing shall be as follows:

(a) Supplier's then applicable calculation of the Standard Inventory Cost of the applicable Product, as most recently calculated by Supplier in accordance with Supplier's and any relevant Subsidiary's policies and procedures related to the calculation of Standard Inventory Cost, plus the applicable mark-up percentage for the relevant time period as stated in Appendix A.

(b) Thereafter, in accordance with Supplier's and any relevant Subsidiary's then current policies and procedures related to the calculation of Standard Inventory Cost, the Product prices will be adjusted when needed to reflect changes (increases or decreases) in Standard Inventory Cost for each of the Products. Supplier anticipates any such price change(s) shall become effective in January of each year during the Agreement Term.

(c) In the event Customer and Supplier shall mutually agree in writing that Supplier shall provide any service (including repairs to Customer Equipment beyond ordinary maintenance) pursuant to this Agreement in addition to the Contract Manufacturing Services (which are not already provided as Transition Services or Transition Distribution Activities), the price for such services shall be as mutually agreed in writing by the TCM Agreement Contacts, following good faith negotiations.

Section 4.4 **Price Changes for Non-TDSA Product**. With respect to any Non-TDSA Product sold hereunder during the Term, in addition to the adjustment provided for in Section 4.3(b), if the price of any raw materials used in the manufacture of such Product has increased by at least ten percent (10%) relative to the price Supplier or any relevant Subsidiary was paying for such raw material as of the Effective Date, the Price of any such Product may be revised by an amount equal to the increase in such price of raw materials, upon thirty (30) days' prior written notice delivered to Customer, provided that such increase shall not occur more than twice in any calendar year. During the Agreement Term, each Supplier Party shall use commercially reasonable efforts to conduct the Contract Manufacturing Activities in a manner that minimizes the Price.

Section 4.5 **Payment for Non-TDSA Product**. The following shall apply to payment for all Products supplied during the Agreement Term after termination or expiration of the term of the TDSA and for all other Non-TDSA Product supplied during the Agreement Term:

(a) Payment. Payment of the amounts due by Customer hereunder shall be made monthly, based on invoices issued by Supplier or its relevant Subsidiary to Customer in the manner set forth in this Agreement. Any such payment pursuant to this Agreement shall be made by Customer (i) to Supplier or its relevant Subsidiary and (ii) in the applicable currency, in each case as specified in the applicable invoice, within thirty (30) days after the date of issuance of such invoice, without set off; provided, however, that in the event Customer has a good faith objection to any portion of any invoice on the grounds that it does not comply with this Agreement, as set forth in a written notice to Supplier containing reasonable detail as to the basis for Customer's objection (an "Objection Notice"), Customer shall pay that portion of such invoice to which it does not object in such Objection Notice and Supplier and Customer shall resolve any dispute relating to the portion of the invoice to which Customer has objected pursuant to Section 4.6.

(b) Failure of Payment. Any payments due and payable pursuant to Section 4.2(a)) (which are not subject to an Objection Notice) and not made within the time required pursuant to Section 4.5(a) shall bear interest based on the federal funds rate in effect on the date such payments were required to be made through the date of payment. Without limiting other available remedies, Supplier reserves the right to suspend the performance of Contract Manufacturing Services under this Agreement upon failure of Customer or a designated Subsidiary of Customer to make any payment which is past due pursuant to this Agreement, which failure is determined to be a material breach of this Agreement, except to the extent that such payment is subject to a dispute pursuant to Section 4.5(a); provided, however, that Supplier must provide written notice of its intention to suspend, or cause to be suspended, performance of any such Contract Manufacturing Services and provide Customer thirty (30) days to cure such failure in full. Notwithstanding anything to the contrary herein, to the extent any failure of Customer or a designated Subsidiary of Customer to make any payment due pursuant to this Agreement, to the extent it is determined to be a breach of this Agreement, shall be deemed a breach solely with respect to this Agreement (and not with respect to any other Transaction Document).

Section 4.6 **Payment Dispute Resolution**. If Customer disputes, pursuant to Section 4.5(a), any amount reflected in a Settlement Statement or Local Statement (if applicable), Customer must deliver to Supplier and relevant Subsidiary of Supplier an Objection Notice no later than thirty (30) days after receiving such Settlement Statement or Local Statement. Subject to Supplier's audit rights herein and in any other Transaction Document, if Customer or Subsidiary of Customer does not deliver to Supplier and relevant Subsidiary of Supplier an Objection Notice during such thirty (30) day period, Customer and relevant Subsidiary of Customer shall be deemed to have accepted such Settlement Statement or Local Statement (or the undisputed charges therein) and no dispute with respect to such Settlement Statement or Local Statement (or such undisputed charges) may thereafter be commenced. Within ten (10) days of Supplier's and relevant Subsidiary of Supplier's receipt of such Objection Notice, the TCM Agreement Contacts shall discuss in good faith a resolution of such Dispute. If, following such discussions, the TCM Agreement Contacts have not resolved such Dispute, then within ten (10) days after such discussions, the TCM Agreement Contacts shall discuss again, by telephone or in person, and members of senior management with authority to resolve such Dispute of each of Supplier and Customer shall attend and participate in such discussion. If such Dispute remains unresolved following such meeting of TCM Agreement Contacts and senior management personnel, such Dispute shall be resolved pursuant to Section 8.10 (provided, that, the Negotiation Period shall be deemed to have run). Any disputed amount under this Section 4.6 shall be paid within ten (10) days after the dispute has been finally resolved.

Section 4.7 **Invoices**.

(a) With respect to TDSA Product, TDSA Products purchased by Customer shall be then and there deemed to have been invoiced by Supplier or, as applicable, its relevant Subsidiary to Customer in accordance with this Agreement and Supplier's or, as applicable, its relevant Subsidiary's then current financial practices and accounting systems without the need for written invoices between them, except as may be required by applicable Law, or as otherwise agreed by the Parties.

(b) With respect to Products supplied during the Term after termination or expiration of the term of the TDSA and any other Non-TDSA Product, Supplier or its relevant Subsidiary shall invoice Customer promptly following shipment of any Product to Customer for the Price of such Product. Each such invoice shall be issued in the local currency of the jurisdiction in which the applicable Product was manufactured.

(c) To the extent the amount of any charge for any Product requires any currency exchange for any TDSA Product, Supplier shall convert such amount into U.S. dollars based upon the applicable foreign exchange rate reported by the foreign exchange rate services of Bloomberg using the average of each daily rate within the month on the day such Product was shipped (or, if such day is not a Business Day, then on the Business Day immediately preceding such day). To facilitate the monthly Settlement Statement process, the amounts payable for Non-TDSA Product purchased and sold hereunder will be reflected on Settlement Statements issued during the term of the TDSA, but for any such purchases Customer would not be charged any Company Compensation. Upon written request by Customer's TCMA Contact to Supplier's TCMA Contact, Supplier shall make its personnel reasonably available to answer questions and provide supporting documentation (to the extent such documentation already exists or is otherwise routinely generated by Supplier in the ordinary course) with respect to any Settlement Statement or Local Statement (if applicable).

(d) To the extent the amount of any charge for any Product requires any currency exchange during the Term after the termination or expiration of the TDSA or with respect to any other Non-TDSA Product, Supplier shall convert such amount accordingly based upon the applicable foreign exchange rate typically used by the applicable Supplier or Supplier Subsidiary on the day such product is shipped.

Section 4.8 **Taxes**. The amounts set forth herein with respect to fees, charges, expenses and other amounts due hereunder are exclusive of all applicable stamp tax, value-added tax, goods and services tax, excise tax, transfer tax, sales tax, use tax, property tax, gross receipts tax, escheat/unclaimed property tax, withholding tax, payroll tax, or any similar tax, levy, assessment, tariff, duty (including customs duty), and any related charge or amount (including any fine, penalty or interest), imposed, assessed or collected by or under the authority of any Governmental Authority, that Supplier may be required to collect from Customer in connection with Supplier's performance hereunder ("Covered Taxes"), excluding, for the avoidance of doubt, any income, franchise, business and occupation or other taxes imposed in lieu of a tax on income. Customer shall be responsible for and pay any tax imposed as a result of its receipt of the Contract Manufacturing Services or imposed on it with respect to the payments due to Supplier hereunder. Any Covered Taxes required to be paid by Supplier in connection with this Agreement or the performance hereof will be promptly reimbursed to Supplier by Customer and such reimbursement shall be in addition to the amounts required to be paid by Customer as set forth in this Article 4. Notwithstanding the foregoing, Supplier shall be responsible for any Covered Taxes (but only to the extent in the nature of, or constituting, penalties or interest) imposed as a result of a failure to timely remit any Covered Taxes to the applicable Governmental Authority to the extent Customer timely remits such Covered Taxes to Supplier or Customer's failure to do so results from Supplier's failure to timely charge or provide notice of such Covered Taxes to Customer. In the event that Customer is required to deduct or withhold taxes in connection with any payments to Supplier, then Customer shall duly withhold and remit such taxes and shall pay to Supplier the remaining net amount after the taxes have been withheld. Customer shall promptly furnish to Supplier a copy of an official tax receipt or other appropriate evidence of any taxes imposed on payments made under hereunder. Supplier and Customer will cooperate with each other in order to minimize applicable Taxes (other than Covered Taxes) in a manner that is mutually agreeable and in compliance with applicable Law, including by timely signing and delivering (or causing to be timely signed and delivered) such certificates or forms as appropriate to establish any available exemption from (or otherwise reduce) any such Taxes. The Parties shall cooperate and use commercially reasonable efforts to (i) minimize the amount of Taxes covered by this Section 4.8 or required to be withheld under applicable Law under this Section 4.8, (ii) claim the benefit of any exemptions or reductions in applicable rates, to the extent allowable under applicable Law, and (iii) furnish or cause to be furnished to each other, upon reasonable request, as promptly as practicable, information and assistance relating to the preparation and filing of any Tax return, claim for refund or other filings relating to Taxes described in this Section 4.8.

Section 4.9 **Transition Financial Records**. Supplier shall keep materially complete information relevant to verify the accuracy of the amounts due and payable under this Agreement, the TSA and the TDSA, including with respect to Supplier's COGS and Standard Inventory Cost under this Agreement, Net Proceeds under the TDSA and Service Fees under the TSA (collectively, the "Transition Financial Information"). Customer shall have the right during the Agreement Term to request that Agreed Upon Procedures, as defined hereafter, be undertaken to verify the Transitional Financial Information (a "Review"). Upon Customer's written request for a Review (which request shall be made no more than once annually during each year of the Agreement Term), Supplier shall, at Customer's expense (including reimbursement of Supplier's reasonable documented out-of-pocket expenses) and the Personnel Review Charges (as described below), cause a mutually agreed upon independent public accounting firm (the "Review Firm") to (a) review such records to verify the Transition Financial Information (for a reasonable period during the Agreement Term, specified by Customer) and (b) provide to Customer and Supplier a report (the "Report") reasonably detailing their findings in connection with performing the specified procedures, including as applicable any amount of overpayment by Customer to Supplier or underpayment by Supplier to Customer, as applicable (collectively the "Agreed Upon Procedures"). If such Report reveals that Customer has overpaid Supplier or Supplier has underpaid Customer, in either case, by more than 5% for the applicable assessed period, then Supplier shall be fully responsible for the cost of the Review conducted hereunder, and shall (i) remit to Customer the amount of such overpayment as a credit in the next monthly Settlement Statement or, if Supplier is no longer delivering and remitting payments via Settlement Statements, then via direct remittance within thirty (30) days following receipt of such Report, (ii) remit to Customer the amount of any underpayment within thirty (30) days following receipt of such Report, and (iii) reimburse Customer for any Personnel Review Charges already paid by Customer in connection with such Review. If such Report reveals that Customer has underpaid Supplier or Supplier has overpaid Customer, in either case, by more than 5% for the applicable assessed period, then Customer shall remit to Supplier the amount of such underpayment as a debit in the next monthly Settlement Statement or, if Supplier is no longer delivering and remitting payments via Settlement Statements, then via direct remittance within thirty (30) days following receipt of such Report; provided, for clarity, in such scenario (i) Supplier shall bear its costs and expenses associated with such Review (including any Personnel Review Charges) and shall reimburse Customer for any such costs and expenses (including any Personnel Review Charges) already paid to Supplier and (ii) Supplier shall not seek or be entitled to any other reimbursement or payment from Customer in connection with such Review. Except as set forth in the foregoing sentences, Customer shall reimburse Supplier for Supplier's personnel in connection with a Review, which shall be charged at a rate of $[* * *] per hour for the first 200 personnel hours of each Review, $[* * *] per hour for the next 100 personnel hours of the Review, and $[* * *] per hour for all additional personnel hours for such Review (the "Personnel Review Charges"). For avoidance of doubt the foregoing hourly rates apply per each Review conducted, and shall not be aggregated across Reviews conducted in accordance with this provision. Customer may request at any time that Supplier's personnel cease to perform work associated with a Review; provided, that, if the Review Firm is unable to complete and deliver its Report because Customer so elects to cease such personnel's performance, then the activities already undertaken in furtherance of such Review shall nevertheless satisfy Supplier's obligation to permit one such annual Review pursuant to this Section 4.9, unless and until Customer confirms such personnel may resume and continue work associated with such Review; provided, that, such resumption of work must begin no later than thirty (30) days following the date on which Customer elected to cease such personnel's performance. Customer shall also have the right, exercisable once in the six (6) months following the last to expire or terminate of the TSA, TDSA, and TCMA, to conduct a Review with respect to the Transition Financial Information relevant to the final year of the applicable Term. For the avoidance of doubt, the Review rights set forth in this Section 4.9, Section 2.8 of the TSA and Section 2.6(d) of the TDSA are not intended to be incremental to one another, but rather one common set of Review rights, which has been replicated in each of this Agreement, the TSA and the TDSA for ease of reference.

ARTICLE 5
CUSTOMER ORDERS AND FORECASTS

Section 5.1 **Customer Orders of TDSA Product**. With respect to TDSA Product, Customer's orders to Supplier or relevant Supplier Subsidiary for Product shall be derived from and consistent with the Demand Plan for each such TDSA Product and when entered in Supplier's or relevant Supplier Subsidiary's systems by or for the SpinCo Business consistent with the practices of the SpinCo Business during the twelve (12) month period prior to the Effective Date shall be deemed a purchase order of Customer. Such orders shall be in the currency and subject to the terms customarily used by Supplier or its relevant Subsidiary in the one month period prior to the Effective Date by Supplier or its relevant Subsidiary to the extent consistent with this Agreement.

Section 5.2 **Purchase Orders for Non-TDSA Product**. When Customer submits a purchase order for Products during the Agreement Term after termination or expiration of the term of the TDSA or for any other Non-TDSA Product during the Agreement Term, such purchase order will be a firm order. With respect to any such purchase order submitted by Customer to Supplier pursuant to this Agreement, the Parties agree that the terms and conditions of this Agreement shall control, and that no terms or conditions specified in such purchase order shall have any effect, except as to the identification of the quantity of Products ordered pursuant to such purchase order. Supplier's acceptance of any such purchase order may occur by (a) shipment of the applicable Products to Customer, (b) written acknowledgement delivered by Supplier to Customer, or (c) electronic shipment confirmation.

Section 5.3 **Supply of Product**. For any Product order Customer submits in accordance with this Agreement, whether for TDSA Product or for Non-TDSA Product, Supplier shall, or shall cause its relevant Subsidiaries to, supply the requested Product and quantities, and shall use commercially reasonable efforts to deliver the Products specified in such order within Supplier's lead time for such Products. Supplier shall accept all orders for Products made by Customer that are consistent with the Forecast or Demand Plan, as applicable, and otherwise in compliance with this Agreement. Nothing in this Agreement shall require or be interpreted in a manner that would hold Supplier or its Subsidiaries to a higher degree of care, skill or diligence in providing service levels hereunder than used by Supplier or its Subsidiaries in connection with the SpinCo Business in the twelve (12) months prior to Close. If Supplier or its relevant Subsidiary will not be able to deliver any Product within such period, Supplier shall notify Customer and provide Customer with an estimate of the delivery time of such Product.

Section 5.4 **Forecasts for Non-TDSA Product**.

(a) During the Agreement Term, with respect to Non-TDSA Products, Customer shall deliver to Supplier a forecast of Customer's good faith estimate of its anticipated purchases of the Non-TDSA Products during the following twelve (12) months (a "Product Forecast") which Customer shall update each month thereafter no later than the last Business Day of each month during the Agreement Term. Each such Product Forecast shall be prepared in good faith and include, to the extent reasonably practical, a breakdown of the specific quantity of each such Non-TDSA Product that Customer plans to order during each month during the applicable twelve (12) month period.

(b) Customer agrees that, by delivering to Supplier each such Product Forecast, Customer will be deemed to have made a firm commitment to purchase each Product specified therein in at least the quantity specified therein for the first three (3) month period in the applicable twelve (12) month period (the "Binding Forecast"), which may be relied on by Supplier and any relevant Subsidiary in ordering raw materials and scheduling time needed to manufacture the Products; it being understood that Customer may adjust the quantities of the Products specified for any of the last nine (9) months in any Product Forecast by including such adjustments in any Product Forecast subsequently delivered to Supplier pursuant to Section 5.4(a).

(c) Subject to Section 2.7(b) of this Agreement, if Customer desires to purchase in any month a quantity of any Non-TDSA Product that would exceed or be less than the quantity of such Non-TDSA Product specified in the applicable Binding Forecast, Customer shall deliver to Supplier a written request to so deviate from the applicable Product Forecast. Within seven (7) Business Days after Supplier's receipt of any such request, Supplier will deliver to Customer a written response informing Customer whether such request has been accepted or declined by Supplier; provided that Supplier shall use commercially reasonable efforts to accept such request as provided for in Section 2.7(b). If any such request is declined by Supplier, Customer shall be obligated to accept the portion of the request up to the quantities in the Binding Forecast of the applicable Non-TDSA Products in such month.

Section 5.5 Inspection and Acceptance after Termination or Expiration of the TDSA.

(a) For Products shipped during the Agreement Term after termination or expiration of the term of the TDSA or any other Non-TDSA Product shipped during the Agreement Term, Customer shall (i) conduct a reasonable inspection of Product shipments within a reasonable timeframe (not to exceed 30 days) receipt and (ii) notify Supplier in writing if any Product fails in any respect (including in quantity or in Specification) to conform to this Agreement or the applicable Specifications.

(b) Any such Product for which a defect is discoverable upon reasonable inspection and with respect to which Customer fails to deliver a notice pursuant to Section 5.5(a)(ii) within thirty (30) days after its delivery shall be deemed to have been accepted by Customer and cannot be returned, and Supplier shall have no obligation to replace such Product, except that in the event of breach of warranty pursuant to Section 7.1(c), the terms of Section 7.1(c) shall govern.

(c) Any such Product materially converted or altered by Customer (or any of Customer's clients) shall be deemed to have been accepted by Customer and cannot be returned, and Supplier shall have no obligation to replace such Product, provided, that, if a material defect existed prior to such conversion or alteration and such defect was not discoverable upon investigation prior to such conversion or alteration, the Parties shall cooperate in the course of any investigation and potential arrangements for the replacement of defective product pursuant to this Agreement.

ARTICLE 6
TERM AND TERMINATION

Section 6.1 Term.

(a) This Agreement shall become effective on the Effective Date; provided that, in the event the Effective Date is different from the Statement Date, then this Agreement shall be deemed effective as of the Statement Date for accounting and Settlement Statement (including Local Statement(s) (if applicable)) purposes. Unless earlier suspended or terminated pursuant to Section 6.2, this Agreement shall remain in full force and effect on a Product-by-Product basis for the respective periods stated for the applicable Products, as detailed in Appendix A (such period for each Product, as may be terminated in accordance with this Agreement, the "Term" and the period terminating upon the termination or expiration of the last Term plus any extension period pursuant to Section 6.1(b), the "Agreement Term").

(b) Customer shall have the option, in its sole discretion, to extend the Term by up to six (6) months with respect to the applicable Product; provided, that such option shall be exercisable only once with respect to Non-Petrifilm Products, and up to two (2) times (for a total of up to twelve (12) months) with respect to Petrifilm Products. Upon Customer's written notice to Supplier prior to the end of the then-current term and otherwise in compliance with this Agreement, (i) the Term of all Products listed in such notice and that are eligible for extension pursuant this Agreement shall be deemed amended for such Products to include the applicable extension period and (ii) the Agreement Term shall be deemed amended to include such extension period.

(c) Supplier or any relevant Subsidiary may accept, in its sole discretion, any purchase order submitted by Customer after the termination or expiration of the Agreement Term and, notwithstanding the termination or expiration of the Agreement Term, any such accepted purchase order that Supplier agrees to supply shall be controlled by the terms and conditions of this Agreement, it being understood that such acceptance shall not constitute an extension or a renewal of this Agreement and shall not impose on Supplier or any relevant Subsidiary any obligations beyond the manufacture and sale of the Products identified on such purchase order.

Section 6.2 Termination.

This Agreement may be terminated, at any time prior to the expiration of the Agreement Term:

(i) by the mutual written consent of Supplier and Parent, with respect to this Agreement, in its entirety or in part;

(ii) by either Party for a material breach of this Agreement by the other Party that is not cured within thirty (30) days after written notice delivered to such Party by the terminating Party;

(iii) by Parent, in its entirety, with respect to one or more Contract Manufacturing Services at any or all Supplier Manufacturing Facilities, by prior written notice delivered to Supplier, which termination of any such Contract Manufacturing Service at any such Supplier Manufacturing Facility shall be effective on the last day of the month immediately following the month in which such notice was received by Supplier and, if applicable, subject to having an agreed Exit Plan for such Contract Manufacturing Services; or

(iv) by Parent, with respect to affected Contract Manufacturing Services (as contemplated in Section 2.7(c) and Section 8.2), by prior written notice delivered to Supplier, which termination of such Contract Manufacturing Services shall be effective five (5) Business Days after such notice was received by Supplier.

Section 6.3 **Customer's Purchase Obligations on Termination or Expiration**. Upon the expiration or termination of this Agreement as to a particular Product or for the Agreement in its entirety, or upon removal of any Customer Equipment from any Supplier Manufacturing Facility, for all such Product(s) subject to the applicable termination, expiration or removal of Customer Equipment, Supplier and any relevant Subsidiary will sell, assign, convey and transfer to Customer and Customer will purchase and acquire from Supplier and any relevant Subsidiary, all of Supplier's and any relevant Subsidiary's right, title and interest in all open purchase order commitments (including purchase order commitments based on forecasts in Section 5.4(b)) and the remaining inventory (whether acquired or obtained by Supplier or any relevant Subsidiary before the Closing or during the Agreement Term) of (a) the subject Products and (b) all raw materials and works-in-progress in possession of Supplier or any relevant Subsidiary that are used exclusively for the manufacture of the subject Products under this Agreement, in each case located at or with respect to the Supplier Manufacturing Facility that is no longer providing Contract Manufacturing Services and consistent with the Demand Plan or Product Forecast, as applicable. Customer will (i) prior to removal of any Customer Equipment from any Supplier Manufacturing Facility, cooperate with Supplier or any relevant Subsidiary to complete the manufacture of all works-in-progress in possession of Supplier or any relevant Subsidiary that require such Customer Equipment in order to be manufactured into Products and (ii) pay Supplier (A) the Price for each Product so manufactured and (B) the Supplier Cost for any raw material and works-in-progress, in each case transferred to Customer pursuant to this Section 6.3 "Supplier Cost" shall mean the reported gross book value within Supplier's or any relevant Subsidiary' financial reporting systems. Customer shall purchase all such Products, raw materials, and works-in-progress in the country(ies) and in the local currency for each such country in which such Products, raw materials, and works-in-progress are located at the time of termination or expiration of this Agreement, and at that time Customer shall be legally capable of such purchase in such country(ies). Customer agrees to assume responsibility for, and pay all reasonable expenses in connection with, removing, transporting, storing or relocating any Product, raw material or work-in-progress in possession of Supplier or any relevant Subsidiary to be sold, assigned, conveyed, and transferred pursuant to this Section 6.3. Such removal, transportation or relocation shall be conducted pursuant to Section 3.5. If Customers fails to remove, transport, and relocate any Product, raw material or work-in-progress in accordance with Section 3.6 within sixty (60) Business Days, upon thirty (30) Business Day's prior written notice to Customer, Supplier will charge Customer reasonable removal, disposal costs and storage costs, in Supplier's reasonable discretion.

Section 6.4 **Effect of Termination or Expiration**. Upon termination or expiration of any Contract Manufacturing Service or this Agreement in accordance with the terms of this Agreement, Supplier and any relevant Subsidiary shall have no further obligation to provide such terminated or expired Contract Manufacturing Service or, in the case of the termination or expiration of this Agreement, this Agreement in its entirety; provided that the provisions of Article 1, Section 3.4, Section 3.5, Article 4, Section 6.1(b), Section 6.3, Section 6.5, Article 7 and Article 8 shall survive indefinitely the termination of this Agreement.

Section 6.5 **Sums Due**. In the event of termination or expiration of this Agreement, Supplier shall be entitled to prompt payment or reimbursement of, and Customer shall promptly pay and reimburse Supplier under this Agreement for, all amounts accrued (including any fees, expenses or third party charges accrued, whether or not invoiced) or due under this Agreement, including any Covered Taxes, as of the date of such termination or expiration. Any such payment or reimbursement shall be made by Customer in accordance with the terms set forth in Section 4.5.

ARTICLE 7
WARRANTY AND LIMITED REMEDY, AND DISCLAIMER; LIMITATION OF LIABILITY; INDEMNIFICATION

Section 7.1 **Warranty and Limited Remedy, and Disclaimer**.

(a) Supplier warrants that: (i) each Product shall meet its Specification at the time of its shipment from Supplier to Customer or, if drop shipped from a Supplier Party manufacturing facility, to Customer's designated drop ship location; (ii) the manufacture of each Product will conform to all applicable Laws governing the manufacturing operations for the Products; and (iii) each Product shall be free from defects in materials and workmanship.

(b) EXCEPT AS SET FORTH IN SECTION 7.1(a), EACH OF SUPPLIER AND ANY OF ITS RELEVANT SUBSIDIARIES MAKES NO WARRANTY OR CONDITION, EXPRESS OR IMPLIED, AND HEREBY DISCLAIMS ANY OTHER WARRANTIES OR CONDITIONS OF ANY KIND, INCLUDING WITH RESPECT TO THE NATURE, CONDITION OR QUALITY OF ANY CONTRACT MANUFACTURING SERVICES PROVIDED PURSUANT TO THIS AGREEMENT, INCLUDING ANY EXPRESS OR IMPLIED WARRANTY OR CONDITION OF NONINFRINGEMENT, MERCHANTABILITY, SUITABILITY, SATISFACTORY QUALITY, FITNESS FOR ANY PARTICULAR PURPOSE, OR ANY WARRANTY ARISING FROM A COURSE OF DEALING OR CUSTOM OR USAGE OF TRADE. EACH OF SUPPLIER AND ITS RELEVANT SUBSIDIARIES MAKES NO WARRANTY OR CONDITION THAT ANY PRODUCT PROVIDED PURSUANT TO THIS AGREEMENT COMPLIES WITH ANY LAW OR ORDER. CUSTOMER EXPRESSLY AFFIRMS THAT IT IS NOT RELYING ON ANY WARRANTIES OR CONDITIONS, EXPRESS OR IMPLIED, OF SUPPLIER OR ANY OF ITS SUBSIDIARIES IN ENTERING INTO THIS AGREEMENT AND ACKNOWLEDGES AND AGREES TO THE DISCLAIMERS IN THIS SECTION 7.1.

(c) Customer's sole and limited remedy with respect to any Product that does not conform to the warranty set forth in Section 7.1(a) is limited to either, in Customer's discretion, the replacement of such non-conforming Product or a refund of the Price paid by Customer to Supplier for such non-conforming Product; provided that, if Supplier has failed to provide Customer with replacement or refund of such non-conforming Product within thirty (30) days of Customer providing written notice of such claim to Supplier in accordance with this Agreement, Customer may seek recovery for Losses incurred by Customer, and to the extent caused by Supplier's breach of a warranty expressly set forth herein, if any, beyond the Product replacement or refund. Customer shall provide Supplier with prompt written notice of any Product supplied to Customer pursuant to this Agreement that allegedly does not conform to the warranty stated in Section 7.1(a) above within fourteen (14) days after Customer becomes aware of facts giving rise to such allegation. Customer shall further cooperate with Supplier's investigation, including by retaining and providing Supplier with samples of the allegedly nonconforming Product, and comply with all reasonable requests made by Supplier relating to the testing of such Product or investigation of such claim. No Representative of Supplier, and no other Person, is authorized to make any warranty in addition to the warranty stated in Section 7.1(a).

Section 7.2 Limitation of Liability.

(a) Limitations of Supplier's Liability. Except with respect to (i) Supplier's obligations pursuant to Section 7.1(c) to replace, or provide a refund for, Product that does not conform to the warranty set forth in Section 7.1(a), or (ii) Losses to the extent caused by Supplier's willful misconduct, in the event of any performance or non-performance, or anything else, arising under this Agreement that results in any Losses for which Supplier is liable, Supplier's (together with its Subsidiaries') aggregate, maximum, cumulative and sole Liability (including based on breach of warranty, breach of contract, negligence, strict liability in tort, indemnity or any other legal or equitable theory) for such Losses, regardless of whether under this Agreement or under the TSA or the TDSA, in the aggregate under all such agreements shall not exceed a maximum amount of One Hundred Million Dollars ($100,000,000). Customer shall provide written notice of any claim for Losses reasonably promptly after becoming aware of the actions giving rise to such claim or Losses, and must specify the Losses amount claimed and a reasonable description of the action (including, if applicable, the Contract Manufacturing Services) giving rise to the claim; provided, that, no failure to give such notice will relieve Supplier of any of its liability hereunder except to the extent that Supplier is actually prejudiced by such failure. Supplier shall not be liable in connection with this Agreement for any Losses that are punitive, special, exemplary, speculative, or otherwise not reasonably foreseeable, nor for any Losses that are related to or based upon diminution of value (including any type of valuation multiple or similar theory of damages). Supplier shall not be liable for any Losses that are consequential, indirect, or incidental, including loss of profits, except to the extent any such Losses result from Supplier's material breach of this Agreement that has not been cured (in accordance with this Agreement) within thirty (30) days after Supplier receives written notice of such breach from Customer (an "Uncured Breach"). Notwithstanding the foregoing, if a Supplier has three (3) Uncured Breaches in any twelve (12) month period during the Term, the preceding sentence shall not apply to (and Losses that are consequential, indirect, or incidental, including loss of profits (whether or not deemed to be direct damages) shall be available for) any subsequent material breach. Notwithstanding anything in this Agreement to the contrary, in no event shall Supplier be liable under this Agreement for any failure to the extent such failure was directly attributable to the Customer's material breach of this Agreement.

(b) Limitations of Customer's Liability. Except with respect to Losses to the extent caused by Customer's willful misconduct, in the event of any performance or non-performance, or anything else, arising under this Agreement that results in any Losses for which Customer, SpinCo or any of its or their Subsidiaries (each, a "Liable Customer Party") is liable, the Liable Customer Parties' aggregate, maximum, cumulative and sole Liability (including based on breach of warranty, breach of contract, negligence, strict liability in tort, indemnity or any other legal or equitable theory) for such Losses, regardless of whether under this Agreement or under the TSA or the TDSA, in the aggregate under all such agreements shall not exceed a maximum amount of One Hundred Million Dollars ($100,000,000). Supplier shall provide written notice of any claim for Losses reasonably promptly after becoming aware of the actions giving rise to such claim or Losses, and must specify the Losses amount claimed and a reasonable description of the action giving rise to the claim; provided, that, no failure to give such notice will relieve a Liable Customer Party of any of its liability hereunder except to the extent that such party is actually prejudiced by such failure. No Liable Customer Party shall be liable in connection with this Agreement for any Losses that are punitive, special, exemplary, speculative, consequential, or otherwise not reasonably foreseeable, nor for any Losses related to or based upon diminution of value (including any type of valuation multiple or similar theory of damages). Notwithstanding anything in this Agreement to the contrary, in no event shall a Liable Customer Party be liable under this Agreement for any failure to the extent such failure was directly attributable to Supplier's material breach of this Agreement.

(c) The limitations of this Section 7.2 apply regardless of whether the Losses are based on breach of warranty, breach of contract, negligence, strict liability in tort or any other legal or equitable theory.

(d) The limitations of liability of this Section 7.2 are independent of, and survive, any failure of the essential purpose of any remedy under this Agreement.

Section 7.3 Indemnification.

(a) Parent shall indemnify, defend and hold harmless Supplier and its Affiliates, and any of its and their respective equityholders, members, partners, agents, Representatives, directors, officers, employees and successors and assigns (collectively, the "Supplier Indemnified Parties") from and against, and shall pay and reimburse each of the Supplier Indemnified Parties for, any and all Losses incurred or sustained by, or imposed upon, the Supplier Indemnified Parties to the extent arising out of: (i) the sale, distribution, marketing, use, disposal, defect in, recall of, or alleged infringement of third party Intellectual Property Rights related to, any Product or (ii) claims, demands, lawsuits, or other Actions made or threatened against Supplier Indemnified Parties by any third parties to the extent resulting from or relating to (A) Parent or SpinCo's breach of this Agreement, including breach of the warranties set forth in Section 2.2, or (B) Parent or SpinCo's gross negligence or willful misconduct, except in each case (i) and (ii), to the extent such Losses are caused by the gross negligence, willful misconduct or failure of the applicable Products supplied by Supplier or its relevant Subsidiary to conform to the warranties set forth in Section 7.1(a), or a Supplier Indemnified Party is obligated to indemnify Customer pursuant to the other Transaction Documents.

(b) Supplier shall indemnify, defend and hold harmless each of Customer and its Subsidiaries (each, a "Customer Recipient Party") and their respective equityholders, members, partners, agents, Representatives, directors, officers, employees, and successors and assigns (collectively, the "Customer Indemnified Parties") from and against, and shall pay and reimburse each of the Customer Indemnified Parties for, any and all Losses incurred or sustained by, or imposed upon, the Customer Indemnified Parties to the extent arising out of claims, demands, lawsuits, or other Actions made or threatened against them by any non-Affiliated third parties to the extent resulting from or relating to (i) the Supplier's breach of this Agreement or (ii) Supplier's gross negligence or willful misconduct, except in each case (i) and (ii) to the extent such Losses are caused by the gross negligence or willful misconduct of any Customer Indemnified Party, or a Customer Indemnified Party is obligated to indemnify Supplier pursuant to the other Transaction Documents.

(c) All claims for indemnification pursuant to this Section 7.3 shall be made in accordance with the terms of this Section 7.3(c) and subject to notice to the indemnifying party in accordance with Section 8.3. If a party believes in good faith it is entitled to assert a claim for indemnification pursuant to this Section 7.3, such party shall give the other party written notice of any such claim, including a description in reasonable detail of (i) the basis for, and nature of, such claim, including the facts constituting the basis for such claim, and (ii) the estimated amount of Losses that have been or may be sustained by the applicable indemnified party in connection with such claim. Any such notice shall be given promptly, generally not later than twenty (20) Business Days after the applicable party becomes aware of the facts constituting the basis for such claim; provided, however, that no failure to give such prompt written notice will relieve the indemnifying party of any of its indemnification obligations hereunder except to the extent that the indemnifying party is actually prejudiced by such failure. With respect to any such claim, the indemnifying party shall have the right to assume control of the defense of such claim at its own expense with counsel of its choosing, and the indemnified party shall cooperate in good faith in such defense. If the indemnifying party elects not to control the defense of such claim, the indemnified party may control the defense of such claim with counsel of its choosing and the indemnifying party will be liable for the reasonable out-of-pocket fees and expenses of external counsel. The party that is not controlling such defense shall have the right, at its own cost and expense, to participate in the defense of any claim with counsel selected by it. The parties shall reasonably cooperate with each other in connection with the defense of any such claim, including by retaining, and providing to the party controlling such defense, records and information that are reasonably relevant to such claim and making available relevant employees on a mutually convenient basis for providing additional information and explanation of any material provided hereunder. The party that is controlling such defense shall keep the other party reasonably advised and informed of the status of such claim and the defense thereof. The indemnified party shall not agree to any settlement of such a claim for which it seeks indemnification without the prior written consent of the indemnifying party. The indemnifying party will not agree to a settlement without the prior written consent of the indemnified party, such consent not to be unreasonably withheld, conditioned or delayed, unless such settlement would (A) include a complete and unconditional release of each indemnified party from all Losses with respect thereto, (B) not impose any Losses (including any equitable remedies) on the indemnified party and (C) not involve a finding or admission of any wrongdoing on the part of the indemnified party.

(d) No right of indemnification shall exist under this Agreement with respect to matters for which indemnification or coverage has been claimed and recovered under the Separation Agreement. No right of indemnification shall exist under the Separation Agreement with respect to matters for which indemnification or coverage has been claimed and recovered under this Agreement. No claim for indemnification made under this Agreement shall be denied solely because such claim was initially brought under the Separation Agreement and denied because the subject matter of such claim was reasonably believed to be covered under the indemnification provisions of this Agreement.

ARTICLE 8
MISCELLANEOUS

Section 8.1 **Fees and Expenses**. Except as otherwise expressly set forth in this Agreement, in any other Transaction Document or in the Separation and Merger Agreements, all costs and expenses incurred, including fees and disbursements of counsel, financial advisors, accountants and consultants, in connection with this Agreement and the transactions contemplated by this Agreement shall be borne by the Party that has incurred such costs and expenses; provided, however, that in the event this Agreement is terminated or expires in accordance with its terms, the obligations of each Party to bear its own costs and expenses will be subject to any rights of such Party arising from a breach of this Agreement by the other Party prior to such termination or expiration.

Section 8.2 **Force Majeure**. The obligations of Supplier, or any of its relevant Subsidiaries, to provide, Contract Manufacturing Services shall be suspended during the period and to the extent that Supplier or any Supplier Party is substantially prevented, significantly hindered or delayed from providing such Contract Manufacturing Services by any cause beyond the reasonable control of the Supplier Parties and which such party could not, by exercising substantially the same level of care and diligence with respect to such matters as it did during the twelve (12) month period prior to the Effective Date, reasonably have avoided (an "Event of Force Majeure"), including acts of God, strikes, lock-outs, other labor and industrial disputes and disturbances, civil disturbances, changes in government requirements and regulations, court orders, governmental actions, accidents, acts of war or conditions arising out of or attributable to war (whether declared or undeclared), terrorism, rebellion, revolution, insurrection, riot, invasion, fire, storm, flood, explosion, earthquake, elements of nature, epidemics, pandemics (including any worsening of the COVID-19 pandemic and any events arising from COVID-19 Measures adopted or enforced pursuant to bona fide COVID-19 policies adopted by the Company in an applicable region for its own internal organization after the date of this Agreement), national or regional emergency, shortage of necessary equipment, materials, power, or labor, or restrictions thereon or limitations upon the use thereof, and delays in transportation. In any Event of Force Majeure, (a) Supplier shall give notice of such suspension to Customer, as soon as reasonably practicable, stating the date and extent of such suspension and the cause thereof, (b) Supplier, or the relevant Supplier Party, shall use commercially reasonable efforts to overcome such Event of Force Majeure, minimize and mitigate the impact of the Event of Force Majeure on the operation of the SpinCo Business, which efforts shall be no less than those used in the Company Business, and resume the provision of the relevant Contract Manufacturing Services as soon as reasonably practicable after the removal of such Event of Force Majeure if the Agreement Term has not expired, and (c) to the extent allocation is required, Supplier shall allocate in a reasonable manner. Customer and its Affiliates shall have no obligation to pay any amounts for any Contract Manufacturing Services that were not received as a result of an Event of Force Majeure. If, however, Supplier, or the relevant Supplier Party, cannot perform such suspended Contract Manufacturing Services for a period of ten (10) consecutive days due to such cause, then Customer reserves the right to terminate such affected Contract Manufacturing Services from the affected Supplier Manufacturing Facility. In the event the obligations of Supplier to provide any Contract Manufacturing Services shall be suspended or terminated in accordance with this Section 8.2, Supplier, and the relevant Supplier Parties shall not have any Liability whatsoever to Customer to the extent arising out of such suspension or termination of Supplier's or the relevant Supplier Party's provision of such Contract Manufacturing Services, except to the extent resulting from a breach by Supplier of any agreement or covenant required to be performed or complied with by Supplier pursuant to this Section 8.2 (but subject to the other limitations on Liability set forth in this Agreement).

Section 8.3 **Notices**. All notices, requests, claims, demands and other communications among the Parties under this Agreement shall be in writing and shall be deemed to have been duly given (a) when delivered in person, (b) when delivered after posting in the national mail having been sent registered or certified mail return receipt requested, postage prepaid, (c) when delivered by FedEx or other internationally recognized overnight delivery service or (d) when delivered by facsimile (solely if receipt is confirmed) or email (so long as the sender of such email does not receive an automatic reply from the recipient's email server indicating that the recipient did not receive such email), addressed as follows (or at such other address for a Party as shall be specified in a notice given in accordance with this Section 8.3):

3M Company
Health Care Business Group
3M Center, Building 220-14E-13
St. Paul, MN 55144
E-mail: Dealnotices@mmm.com
Attention: Group President

If to Supplier: with a copy (which shall not constitute notice) to:

3M Company
Office of General Counsel
3M Center, Building 220-9E-02
St. Paul, MN 55144
E-mail: Dealnotices@mmm.com
Attention: Secretary

Neogen Corporation
620 Lesher Place
Lansing, MI 48912
E-mail: ARocklin@neogen.com
Attention: Amy Rocklin, Vice President and General Counsel

If to Parent or SpinCo: With a copy (which shall not constitute notice) to:

Weil, Gotshal & Manges LLP
767 Fifth Avenue
New York, NY 10153
Telephone: (212) 310-8000
E-mail: michael.aiello@weil.com; eoghan.keenan@weil.com
Attention: Michael J. Aiello; Eoghan P. Keenan

Section 8.4 **Entire Agreement**. This Agreement (including the Appendices hereto), the Separation and Merger Agreements, the Confidentiality Agreement, the other Transaction Documents constitute the entire agreement of the Parties with respect to the subject matter hereof and supersede all prior agreements and understandings between the parties with respect to such subject matter; other prior representations, warranties, understandings and agreements, both written and oral, with respect to such subject matter; provided, however, for the sake of clarity, it is understood that this Agreement shall not supersede the terms and provisions of the Confidentiality Agreement, which shall survive and remain in effect until expiration or termination thereof in accordance with its respective terms; provided, that, following the Effective Time, Customer shall have no obligations under the Confidentiality Agreement with respect to information to the extent related to the SpinCo Entities or the SpinCo Business and included in the SpinCo Assets, which information shall no longer be considered "Evaluation Material" for purposes thereof (provided further that the foregoing shall in no way diminish, eliminate or alter any obligation of Customer with respect to any other Evaluation Material).

Section 8.5 **Amendment**. No provision of this Agreement, including the Appendices hereto (except as otherwise provided therein) may be amended or modified except by a written instrument signed by each of the parties hereto or thereto, as applicable.

Section 8.6 **Waivers**. Either Party may, at any time, (a) extend the time for the performance of any of the obligations or other acts of the other Party or (b) waive compliance by the other Party with any of the agreements or conditions contained herein. A waiver by a Party of any default by another Party of any provision of this Agreement shall not be deemed a waiver by the waiving Party of any subsequent or other default. No failure or delay by a Party in exercising any right, power or privilege under this Agreement shall operate as a waiver thereof, nor shall a single or partial exercise thereof prejudice any other or further exercise thereof or the exercise of any other right, power or privilege. No waiver by any Party of any provision of this Agreement shall be effective unless explicitly set forth in writing and executed by the Party so waiving.

Section 8.7 **Severability**. If any provision of this Agreement, or the application of any such provision to any Person or circumstance shall be held invalid, illegal or unenforceable in any respect by a court of competent jurisdiction, such invalidity, illegality or unenforceability shall not affect any other provision hereof. The Parties further agree that if any provision contained herein is, to any extent, held invalid or unenforceable in any respect under the Laws governing this Agreement, they shall take any actions necessary to render the remaining provisions of this Agreement valid and enforceable to the fullest extent permitted by Law and, to the extent necessary, shall amend or otherwise modify this Agreement to replace any provision contained herein that is held invalid or unenforceable with a valid and enforceable provision giving effect to the intent of the Parties.

Section 8.8 **No Third Party Beneficiaries**. Except as provided in Section 7.3 with respect to Supplier Indemnified parties and Customer Indemnified Parties, this Agreement is for the sole benefit of the parties to this Agreement and members of their respective Groups and their permitted successors and assigns, and nothing in this Agreement, express or implied, is intended to or shall confer upon any other Person any legal or equitable right, benefit or remedy of any nature whatsoever under or by reason of this Agreement.

Section 8.9 **Assignment**. This Agreement shall not be assigned by any Party without the prior written consent of the other Party, except (a) with respect to the limited assignment of rights referred to in the definition of "Customer" and (b) that a Party may assign any or all of its rights and obligations under this Agreement in connection with a sale or disposition of any assets or entities or lines of business of such Party or in connection with a merger transaction in which such Party is not the surviving entity; provided, however, that in each case, no such assignment shall release such Party from any liability or obligation under this Agreement. The provisions of this Agreement and the obligations and rights under this Agreement shall be binding upon, inure to the benefit of and be enforceable by (and against) the Parties and their respective successors and permitted transferees and assigns.

Section 8.10 **Dispute Resolution**.

(a) Any claim, disagreement, or dispute between the Parties arising out of or relating to this Agreement or any of the transactions contemplated hereby (a "Dispute") shall be resolved in the manner provided in this Section 8.10. The Parties shall attempt to resolve any Dispute by negotiating in good faith for a period of thirty (30) days after receipt by either Party of a written notice of the Dispute from the other Party (the "Negotiation Period"). The written notice shall identify, with reasonable particularity, each matter or issue that is the subject of the Dispute, a summary of the basis for the Party's position with respect to each such matter or issue and the relief being requested by the Party. Subject to Section 8.11(b), no Party shall commence any Action in respect of any Dispute (i) until the expiration of the Negotiation Period or (ii) if the other Party has refused to participate or has not reasonably participated in the required negotiation process in good faith set forth in this Section 8.10(a).

(b) Notwithstanding anything to the contrary provided in this Section 8.10, either Party may at any time, in connection with any Dispute, apply for temporary injunctive or other provisional judicial relief pursuant to Section 8.11 if, in such Party's sole judgment, such action is necessary to avoid irreparable damage or to preserve the status quo until such time as such Dispute is otherwise resolved in accordance with this Section 8.10. Any such action pursuant to Section 8.10 shall not relieve any Party of its obligation to fully comply with this Section 8.10 promptly following commencement of any such action.

Section 8.11 **Governing Law; Submission to Jurisdiction; Waiver of Jury Trial**.

(a) This Agreement, and all claims, disputes, controversies or causes of action (whether in contract, tort, equity or otherwise) that may be based upon, arise out of or relate to this Agreement (including the Appendices hereto) or the negotiation, execution or performance of this Agreement (including any claim, dispute, controversy or cause of action based upon, arising out of or related to any representation or warranty made in or in connection with this Agreement or as an inducement to enter into this Agreement), shall be governed by and construed in accordance with the internal Laws of the State of Delaware, without regard to any choice or conflict of law provision or rule (whether of the State of Delaware or any other jurisdiction) that would cause the application of the Laws of any jurisdiction other than the State of Delaware.

(b) Subject to Section 8.12, each of the Parties, on behalf of itself and the members of its Group agrees that any Action related to this Agreement, unless expressly provided therein, shall be brought exclusively in the Court of Chancery of the State of Delaware or, if under applicable Law, exclusive jurisdiction over such matter is vested in the federal courts, any federal court in the State of Delaware and any appellate court from any thereof (the "Chosen Courts"). Subject to Section 8.12, by executing and delivering this Agreement, each of the Parties irrevocably: (i) accepts generally and unconditionally submits to the exclusive jurisdiction of the Chosen Courts for any Action contemplated by this Section 8.12; (ii) waives any objections which such party may now or hereafter have to the laying of venue of any Action contemplated by this Section 8.12 and hereby further irrevocably waives and agrees not to plead or claim that any such Action has been brought in an inconvenient forum; (iii) agrees that it will not attempt to deny or defeat the personal jurisdiction of the Chosen Courts by motion or other request for leave from any such court; (iv) agrees that it will not bring any Action contemplated by this Section 8.12 in any court other than the Chosen Courts; (v) agrees that service of all process, including the summons and complaint, in any Action may be made by registered or certified mail, return receipt requested, to such party at their respective addresses provided in accordance with Section 8.3 or in any other manner permitted by Law; and (vi) agrees that service as provided in the preceding clause (v) is sufficient to confer personal jurisdiction over such party in the Action, and otherwise constitutes effective and binding service in every respect. Each of the Parties agrees that a final judgment in any such Action in a Chosen Court as provided above may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by Law, and each party further agrees to the non-exclusive jurisdiction of the Chosen Courts for the enforcement or execution of any such judgment.

(c) THE PARTIES HEREBY UNCONDITIONALLY AND IRREVOCABLY WAIVE THEIR RIGHT TO TRIAL BY JURY IN ANY JUDICIAL PROCEEDING IN ANY COURT RELATING TO ANY DISPUTE, CONTROVERSY OR CLAIM ARISING OUT OF, RELATING TO OR IN CONNECTION WITH THIS AGREEMENT (INCLUDING THE APPENDICES HERETO) OR THE BREACH, TERMINATION OR VALIDITY OF SUCH AGREEMENT OR THE NEGOTIATION, EXECUTION OR PERFORMANCE OF SUCH AGREEMENT. NO PARTY TO THIS AGREEMENT SHALL SEEK A JURY TRIAL IN ANY LAWSUIT, PROCEEDING, COUNTERCLAIM OR ANY OTHER LITIGATION PROCEDURE BASED UPON, OR ARISING OUT OF, THIS AGREEMENT OR ANY RELATED INSTRUMENTS. NO PARTY WILL SEEK TO CONSOLIDATE ANY SUCH ACTION IN WHICH A JURY TRIAL HAS BEEN WAIVED WITH ANY OTHER ACTION IN WHICH A JURY TRIAL CANNOT BE OR HAS NOT BEEN WAIVED. EACH PARTY TO THIS AGREEMENT CERTIFIES THAT IT HAS BEEN INDUCED TO ENTER INTO THIS AGREEMENT OR INSTRUMENT BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS SET FORTH ABOVE IN THIS SECTION 8.11. NO PARTY HAS IN ANY WAY AGREED WITH OR REPRESENTED TO ANY OTHER PARTY THAT THE PROVISIONS OF THIS SECTION 8.11 WILL NOT BE FULLY ENFORCED IN ALL INSTANCES.

Section 8.12 **Exclusive Remedies**. Except as otherwise provided in this Agreement, any and all remedies herein expressly conferred upon a Party pursuant to this Agreement shall be deemed cumulative with, and not exclusive of, any other remedy expressly conferred hereby, and the exercise by a Party of any one such remedy will not preclude the exercise of any other such remedy; provided, however, that subject to a Party's right to bring a claim for breach of contract against the other Party arising from or related to this Agreement, such remedies provided to the Parties pursuant to this Agreement will be the sole and exclusive remedies of the Parties with respect to claims or Disputes arising out of or relating to this Agreement or any of the transactions contemplated by this Agreement, including the provision of Contract Manufacturing Services hereunder.

Section 8.13 **Interpretation; Construction**.

(a) The headings contained in this Agreement are inserted for convenience only and shall not be considered in interpreting or construing any of the provisions contained in this Agreement. The introductory paragraph, Recitals and Appendices referred to herein shall be construed with and as an integral part of this Agreement to the same extent as if they were set forth verbatim herein. Any capitalized terms used in any Recital, Appendix, Annex or Schedule but not otherwise defined or specified therein shall be defined as set forth in this Agreement. Neither the making nor the acceptance of this Agreement shall enlarge, restrict or otherwise modify the terms of the Separation and Merger Agreements or constitute a waiver or release by Supplier, SpinCo or Parent of any liabilities, obligations or commitments imposed upon them by the terms of the Separation and Merger Agreements, including the representations, warranties, covenants, agreements and other provisions of the Separation and Merger Agreements. Notwithstanding any other provision of this Agreement to the contrary, (i) to the extent that the provisions of any other Transaction Document or the Separation and Merger Agreement conflict with the provisions of this Agreement, the provisions of this Agreement shall govern with respect to the subject matter addressed hereby to the extent of such conflict or inconsistency and (ii) to the extent that the provisions of the Appendices conflict with the provisions of this Agreement, the provisions of this Agreement shall govern.

(b) Interpretation of this Agreement shall be governed by the following rules of construction: (a) words in the singular shall be held to include the plural and vice versa, and words of one gender shall be held to include the other gender as the context requires; (b) references to the terms "Article," "Section," "paragraph," "clause," "Exhibit," "Annex," "Appendix" and "Schedule" are references to the Articles, Sections, paragraphs, clauses, Exhibits, Annexes, Appendices and Schedules of this Agreement unless otherwise specified; (c) the terms "hereof," "herein," "hereby," "hereto" and derivative or similar words refer to this entire Agreement, including the Schedules and Exhibits hereto; (d) references to "$" shall mean U.S. dollars; (e) the word "including" and words of similar import when used in this Agreement shall mean "including without limitation," unless otherwise specified; (f) the word "or" shall not be exclusive; (g) references to "written" or "in writing" include in electronic form; (h) provisions shall apply, when appropriate, to successive events and transactions; (i) the table of contents and headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement; and (j) a reference to any Person includes such Person's successors and permitted assigns.

(c) The Parties have each participated in the negotiation and drafting of this Agreement and if an ambiguity or question of interpretation should arise, this Agreement shall be construed as if drafted jointly by the Parties and no presumption or burden of proof shall arise favoring or burdening a Party by virtue of the authorship of any of the provisions in this Agreement or any interim drafts of this Agreement.

Section 8.14 **Counterparts and Electronic Signatures**. This Agreement may be executed in two or more counterparts (including by electronic or .pdf transmission), each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Delivery of any signature page by facsimile, electronic or .pdf transmission shall be binding to the same extent as an original signature page.

Section 8.15 **Further Assurances**. In addition to the actions specifically provided for elsewhere in this Agreement, each of the Parties will cooperate with each other in all matters relating to, and use commercially reasonable efforts to take, or cause to be taken all actions, and to do, or to cause to be done, all things, reasonably necessary on its part under applicable Law or Contractual obligations for, the provision and receipt of the Contract Manufacturing Services, including (a) exchanging information, (b) performing true-ups and adjustments, and (c) seeking all Consents and Permits necessary to permit each Party to perform its obligations hereunder; provided, however, that, except as otherwise stated herein or as mutually agreed by the Parties, no Party shall be required to relinquish or forbear any rights, or incur any out-of-pocket costs, expenses, fees, levies or charges, in connection with obtaining such Consents and Permits.

Section 8.16 **Relationship of the Parties**. Nothing contained in this Agreement shall be deemed or construed as creating a joint venture or partnership between the Parties hereto. No Party is by virtue of this Agreement authorized as an agent, employee or legal representative of the other Party. No Party shall have the power by virtue of this Agreement to control the activities and operations of the other and their status is, and at all times shall continue to be, that of independent contractors with respect to each other. No Party shall have any power or authority to bind or commit the other Party by virtue of this Agreement. No Party shall hold itself out as having any authority or relationship in contravention of this Section 8.16.

Section 8.17 **Use of Supplier's Trademark and Company Name**. By selling the Products to Customer, neither Supplier nor any of its Subsidiaries grants Customer any right to use any Trademark of Supplier and its Subsidiaries. No Product manufactured pursuant to this Agreement shall be sold under or marketed or promoted in connection with any Trademark of Supplier or its Subsidiaries, except as expressly permitted under the Trademark License Agreement. For clarity, following the expiration or termination of the Trademark License Agreement, Customer shall be responsible for creating and developing new Product packaging, and providing such new Customer packaging specifications or materials to Supplier sufficiently in advance, in an appropriate format accessible and usable for Supplier, to allow Supplier to produce Product with the new Customer packaging prior to such expiration or termination. In the event that Customer desires to identify any Product as a component or ingredient in any of Customer's products, Customer shall obtain Supplier's prior written consent, which consent may be granted or withheld in Supplier's sole discretion. Any Supplier-approved usage shall comply with any specific conditions Supplier may set for such use and shall comply with Supplier's then-applicable Corporate Identity Standards available on the Internet at http://multimedia.3m.com/mws/media/1105391O/guidelines-trademark-usage-doc-brand-governance.pdf as may be updated from time to time. Any failure by Customer to comply with its covenants, agreements and obligations pursuant to this Section 8.17 shall give Supplier the right to immediately terminate this Agreement.

Section 8.18 **Confidentiality**. The Parties acknowledge that in connection with the provision and receipt of the Contract Manufacturing Services, either Party or any of its Affiliates or its or their respective Representatives (such Party, the "Receiving Party") may obtain access to Confidential Information of the other Party or any of its Affiliates or its or their respective Representatives (such Party, the "Disclosing Party"). Subject to Section 7.2 of the Separation Agreement solely with respect to SpinCo Confidential Information and Company Confidential Information (as each is defined in the Separation Agreement), in each case, known by either (x) the SpinCo Group or Parent or (y) the Company Group, in each case, as of the Distribution Time, the Receiving Party shall refrain from (a) using any Confidential Information of the Disclosing Party except for the purpose of providing or directly supporting the provision of Contract Manufacturing Activities and (b) disclosing any Confidential Information of the Disclosing Party to any Person, except to such Receiving Party's Affiliates and its and their respective Representatives and independent contractors as is reasonably required in connection with the exercise of each Party's rights and obligations under this Agreement (and only if such Persons are subject to use and disclosure restrictions consistent with those set forth herein). In the event that the Receiving Party is required by any applicable Law to disclose any such Confidential Information, the Receiving Party shall (x) to the extent permissible by such applicable Law, provide the Disclosing Party with prompt and, if practicable, advance, written notice of such requirement, (y) disclose only that information that the Receiving Party determines (with the advice of counsel) is required by such applicable Law to be disclosed and (z) use commercially reasonable efforts to preserve the confidentiality of such Confidential Information, including by, at the Disclosing Party's request, reasonably cooperating with the Disclosing Party to obtain an appropriate protective order or other reliable assurance that confidential treatment shall be accorded such Confidential Information (at the Disclosing Party's sole cost and expense). With respect to Representatives of Customer or any of its Affiliates that, prior to the Closing, were Representatives of the Supplier or any of its Affiliates, nothing in this Section 8.18 shall vitiate such Representative's confidentiality obligations owed to the Supplier or any of its Affiliates (or, if applicable Customer and its Affiliates) as a consequence of such Representative's former relationship with the Supplier or any of its Affiliates arty") may obtain access to Confidential Information of the other Party or any of its Affiliates or its or their respective Representatives (such Party, the "Disclosing Party"). Subject to Section 7.2 of the Separation Agreement solely with respect to SpinCo Confidential Information and Company Confidential Information (as each is defined in the Separation Agreement), in each case, known by either (x) the SpinCo Group or Parent or (y) the Company Group, in each case, as of the Distribution Time, the Receiving Party shall refrain from (a) using any Confidential Information of the Disclosing Party except for the purpose of providing or directly supporting the provision of Contract Manufacturing Activities and (b) disclosing any Confidential Information of the Disclosing Party to any Person, except to such Receiving Party's Affiliates and its and their respective Representatives and independent contractors as is reasonably required in connection with the exercise of each Party's rights and obligations under this Agreement (and only if such Persons are subject to use and disclosure restrictions consistent with those set forth herein). In the event that the Receiving Party is required by any applicable Law to disclose any such Confidential Information, the Receiving Party shall (x) to the extent permissible by such applicable Law, provide the Disclosing Party with prompt and, if practicable, advance, written notice of such requirement, (y) disclose only that information that the Receiving Party determines (with the advice of counsel) is required by such applicable Law to be disclosed and (z) use commercially reasonable efforts to preserve the confidentiality of such Confidential Information, including by, at the Disclosing Party's request, reasonably cooperating with the Disclosing Party to obtain an appropriate protective order or other reliable assurance that confidential treatment shall be accorded such Confidential Information (at the Disclosing Party's sole cost and expense). With respect to Representatives of Customer or any of its Affiliates that, prior to the Closing, were Representatives of the Supplier or any of its Affiliates, nothing in this Section 8.18 shall vitiate such Representative's confidentiality obligations owed to the Supplier or any of its Affiliates (or, if applicable Customer and its Affiliates) as a consequence of such Representative's former relationship with the Supplier or any of its Affiliates.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed as of the date first written above by their respective officers thereunto duly authorized.

SUPPLIER

3M COMPANY

By: /s/ Jeffrey Lavers
Name: Jeffrey Lavers
Title: Group President

SPINCO

GARDEN SPINCO CORPORATION

By: /s/ Jerry T. Will
Name: Jerry T. Will
Title: Vice President

CUSTOMER

NEOGEN CORPORATION

By: /s/ John E. Adent
Name: John E. Adent
Title: President and Chief Executive Officer

Exhibit 10.7

Certain confidential information contained in this document, marked by brackets and asterisks ([* * *]), has been omitted because it is both (i) not material and (ii) would be competitively harmful if publicly disclosed.

DISTRIBUTION AGREEMENT

1. DISTRIBUTION AGREEMENT

1.1 **Agreement.** Garden SpinCo Corporation, a Delaware corporation to be renamed Neogen Food Safety Corporation ("Supplier") and 3M Company ("3M") enter into this Distribution Agreement ("Agreement") as of September 1, 2022 (the "Effective Date") to govern the terms by which 3M will purchase, distribute, and support Products and retain a license to the Clean-Trace™ Software (as described herein). Capitalized terms have the meanings stated on Exhibit A or as otherwise defined in this Agreement, and capitalized terms used but not otherwise defined herein shall have the meanings ascribed thereto in the Transaction Documents.

1.2 **Transaction.** 3M and Supplier are parties to Transaction Documents, pursuant to which (i) 3M has agreed to transfer, and cause its Subsidiaries to transfer, to the SpinCo Group, and Supplier has agreed to assume from 3M and its Subsidiaries, certain transferred assets and assumed liabilities (the "Separation"), (ii) in exchange for the transfer of the transferred assets to (and the assumption of the assumed liabilities by) the SpinCo Group, Supplier will, among other things, issue shares of its capital stock to 3M, (iii) following the foregoing issuance, 3M will distribute all of the shares of capital stock of Supplier to its stockholders in a split-off (together with, if necessary, a Clean-Up Spin-Off) (the "Distribution") and (iv) following the Distribution, Merger Sub will merge with and into Supplier, with Supplier as the surviving corporation of such merger and a wholly owned subsidiary of Neogen (the "Merger"), in each case, pursuant to the terms and conditions of the Transaction Documents. This Agreement is a Transaction Document. This Agreement is being entered into by the Parties in order to promote the orderly transition of certain operations of the SpinCo Business with respect to Products and to effectuate the orderly consummation of the transactions contemplated under the Transaction Documents. This Agreement sets forth the terms and conditions pursuant to which, (a) 3M shall purchase from Supplier, and Supplier shall manufacture, supply and sell to 3M, the Products after Closing, and (b) 3M shall retain a license from Supplier to the Clean Trace™ Software (as described herein).

1.3 **Compliance with Law.** The Parties will comply with applicable Law.

2. SUPPLY OF PRODUCT

2.1 **Supply of Product.** This Agreement is not a requirements contract or outputs contract. Supplier will supply Consumable Product to 3M, in compliance with the Specifications and this Agreement, upon receipt of an Order. 3M will purchase Products exclusively from Supplier, subject to Section 4.3.

2.2 **Distributor Appointment.** 3M currently markets, and has contractual obligations (the subset of these contractual obligations that are existing and in effect on the date hereof are referred to herein as , "Existing Contractual Obligations") related to, the 3M Clean-Trace™ hygiene monitoring solution ("Clean-Trace™") outside of Food Safety Applications, including (i) for use in healthcare facilities (e.g., hospitals, clinics, assisted living, extended care, physical therapy, hospice, dental, and other healthcare-related facilities) not related to diagnosing or treating disease in humans or animals (such uses, "Healthcare Applications"), which is sold by 3M to either (A) end user customers or (B) distributors that primarily serve such Healthcare Applications, and (ii) for use outside of Food Safety Applications with existing end user customers of 3M divisions other than 3M's Food Safety department as of the Effective Date of this Agreement ("Other Permitted Applications"). Supplier appoints 3M as a non-exclusive, worldwide ("Territory") distributor of Products, however, 3M will resell Products purchased under this Agreement, only for Healthcare Applications or Other Permitted Applications. 3M will set resale prices for Products at its exclusive discretion.

3. TERM

3.1 **Term.** The term of this Agreement (the "Term") shall commence on the Effective Date and end on the date that is two years from the Effective Date (the "Expiration Date"), unless terminated earlier in accordance with Section 3.2. Notwithstanding the foregoing, to the extent that, as of the Effective Date, 3M has any Existing Contractual Obligations to customers for Product or Software that continue beyond the Term, this Agreement will continue to be in effect with respect to such customers until such customer obligations expire or terminate.

3.2 **Termination.** Prior to the Expiration Date, this Agreement may be terminated: (a) by either Party upon the other Party's insolvency, bankruptcy, or general inability to pay its debts as they become due; (b) by the non-breaching Party upon the other Party's material default or material breach of any provision of this Agreement, which remains uncured for more than 30 days after the breaching Party receives notice of the default or breach; and (c) by either Party upon the other Party's failure to comply with any requirement set forth under Section 1.3.

3.3 **Effect of Termination.** Upon expiration or Termination: (a) at 3M's request, Supplier will deliver to 3M any undelivered Consumable Products, whether or not packaged, and this Agreement will continue to apply to such Products; and (b) at 3M's instruction, Supplier will destroy any 3M branded labeling or packaging for which Supplier has paid but not used, at 3M's cost. Termination of this Agreement will not relieve either Party of any claims against it that arise under this Agreement before the Agreement is Terminated.

3.4 **Survival.** The following articles will survive expiration or Termination: Price, Payment (Section 5); Delivery of Consumable Products (Section 6); Use of 3M Marks (Section 7.2); Indemnity (Section 9); Dispute Resolution (Section 10); Governing Law, Forum Selection (Section 13); Notices (Section 15); General (Section 16); and Confidentiality (Section 11).

4. ORDER PROCESS

4.1 **3M Orders for Consumable Products During the Term of the TSA, Transition Services Schedule 1.** During the period that the Term and the term of the TSA, Transition Services Schedule 1 are concurrent, 3M's Orders to Supplier for Consumable Product shall be derived from and consistent with the Demand Plan for each Consumable Product and when entered in 3M's or its relevant Subsidiary's systems to the SpinCo Business by or for 3M consistent with the practices of 3M and the SpinCo Business immediately prior to the Closing Date shall be deemed a purchase Order of 3M. Such Order shall be in the currency and subject to the terms customarily used by 3M or relevant Subsidiary immediately prior to the Closing Date to the extent consistent with this Agreement.

4.2 **Purchase Orders for Consumable Products Submitted After Termination or Expiration of the TSA, Transition Services Schedule 1.** 3M will provide a forecast to Supplier each month for its forecasted needs for Consumable Product. The forecast will be prepared on a 12-month rolling basis. The first three months of the most recent forecast are binding. Supplier will use commercially reasonable efforts to ensure that it will have the capacity to delivery up to 115% of the most recent forecast. If Supplier is unable to fulfill any Order submitted by 3M pursuant to this Agreement, Supplier will allocate Consumable Products in a manner that takes into account prior purchase amounts.

4.3 **3M Orders for Equipment Products During the Term.** 3M is party to a Master Supply Agreement ([* * *]) (collectively, the "Equipment Supply Agreement"), under which 3M purchased Equipment Product prior to the Closing. As of the Effective Date, 3M will assign, and Supplier will assume, the Equipment Supply Agreement. During the Term, Supplier has agreed to allow 3M to be an authorized purchaser under the Equipment Supply Agreement and to purchase Equipment Product directly from Mack Technologies Florida, Inc. in accordance with and subject to the terms of the Equipment Supply Agreement and this Agreement (including Section 9). 3M will be solely and directly responsible to Mack Technologies Florida, Inc. for its purchases of Equipment Product under the Equipment Supply Agreement, including payment for these purchases and compliance with the Equipment Supply Agreement in respect thereof as if 3M were directly a party thereto. During the Term, Supplier will not, without 3M's prior written consent (not to be unreasonably withheld, conditioned or delayed), amend the Equipment Supply Agreement in a manner that would reasonably be expected to materially and adversely change the terms under which 3M is able to purchase Equipment Product under the Equipment Supply Agreement.

5. PRICE; PAYMENT

5.1 **Pricing for Consumable Products.** The Price of each Consumable Product shall be as stated in Exhibit B and include all costs payable by 3M.

5.2 **Payment for Consumable Products During the Term of the TSA, Transition Services Schedule 1.** During the period that the Term and the term of the TSA, Transition Services Schedule 1 are concurrent, 3M shall include monthly amounts payable by 3M to Supplier pursuant to Section 5.1 under this Agreement in the relevant monthly Settlement Statements issued to Supplier (or, if applicable, in the relevant monthly Local Statement(s) issued to Supplier or a Subsidiary of Supplier) pursuant to Section 3.4 of the TSA.

5.3 **Invoices.**

(a) With respect to Consumable Products supplied during the period that the Term and the term of the TSA, Transition Services Schedule 1 are concurrent, Consumable Products purchased by 3M shall be then and there deemed to have been invoiced by Supplier or, as applicable, its relevant Subsidiary to 3M or, as applicable, its relevant Subsidiary in accordance with this Agreement without the need for written invoices between them, except as may be required by applicable Law or Order, or as otherwise agreed by the Parties.

(b) With respect to Consumable Products supplied during the Term after termination or expiration of the term of the TSA, Transition Services Schedule 1, Supplier or its relevant Subsidiary shall invoice 3M or its relevant Subsidiary promptly following shipment of any such Product to 3M for the Price of such Product. Payment terms are net 30.

5.4 **Distributor Fee.** Each month Supplier will pay 3M a distributor fee in the amount of (i) [* * *]% of the Weighted Average Sale Price for each Product shipped by 3M during the first year after the Effective Date and (ii) [* * *]% of the Weighted Average Sale Price for each Product shipped by 3M thereafter. 3M will provide a monthly report of all shipments within 60 days after the end of each month and Supplier will pay such Distributor Fee net 30 after delivery of such report, in a form reasonably satisfactory to Supplier. Supplier shall keep such monthly report confidential from individuals in a competitive decision-making role with Supplier's ATP testing business.

5.5 **Supplier Fee.** 3M will pay Supplier a supplier fee ("Supplier Fee") in respect of each month during the Term in an amount equal to the aggregate "Equipment Sales" for such month less the aggregate "Equipment Costs" in respect thereof.

"Equipment Sales" is defined as the Weighted Average Sales Price for each Equipment Product shipped by 3M.

"Equipment Costs" are defined as the amount paid by 3M under the Equipment Supply Agreement for the Equipment Products included in the Equipment Sales calculation. Such Equipment Costs shall include the Equipment price, taxes and separately stated transportation charges.

3M will provide a monthly report of Equipment Sales and Equipment Costs within 60 days after the end of each month and pay such Supplier Fee net 30 after delivery of such report. Supplier shall keep such monthly report confidential from individuals in a competitive decision-making role with Supplier's ATP testing business.

5.6 **Weighted Average Sales Price.** Exhibit B sets forth the Weighted Average Sales Price of the Products. The Weighted Average Sales Price for the first year of the Term will be the Weighted Average Sales Price as of the Effective Date and the Weighted Average Sales Price for subsequent years during the Term will be the Weighted Average Sales Price as of the applicable anniversary of the Effective Date, in each case, calculated in accordance with this Section 5.6. The Parties shall update Exhibit B each year during the Term to reflect the Weighted Average Sales Price of the Products as of the applicable Pricing Date. The "Weighted Average Sales Price" of a Product set forth on Exhibit B shall be equal to (i) the total worldwide sales in U.S. dollars for such Product shipped by 3M during the six (6) months prior to the Pricing Date divided by (ii) unit volume of Product shipped by 3M during such six (6) month period. The amount of total worldwide sales shall be determined based on sales of the Product shipped by 3M and shall be net of discounts, rebates (including bundled rebates), chargebacks, payment term discounts, separately charged taxes, separately charged freight, and other deductions. Sales and unit volume shall not include any Product returns. For sales made in denominations other than U.S. dollars (USD), such amounts shall be converted to US dollars (after giving effect to any amounts netted pursuant to the preceding sentences) for purposes of calculating the Weighted Average Sales Price using the currency exchange rate in effect based on the most recent annual currency conversion adjustment date used by 3M's system, which currently is in December of the prior year.

6. DELIVERY OF CONSUMABLE PRODUCTS

6.1 **Delivery Dates.** Each Order will specify a delivery date. Supplier will deliver all Consumable Product by the delivery date.

6.2 **Shipping and Certain Other Terms.** With respect to Consumable Products supplied during the period that the Term and the term of the TSA, Transition Services Schedule 1 are concurrent, the shipment and freight terms of the Consumable Products shall be determined in a manner consistent with 3M's practices and procedures immediately prior to the Closing Date. With respect to Products supplied during the Term after termination or expiration of the term of the TSA, Transition Services Schedule 1, the Product is sold FCA port of export (Incoterms 2020).

6.3 **Returns.** 3M may reject or return Consumable Products, or require substitution for or replacement of Consumable Products, at Supplier's expense (including any cost of shipping) or pursue a claim, charge-back, or otherwise offset amounts for Consumable Products under this Agreement if such Product does not meet Supplier's warranties.

6.4 **Inspection and Testing.** 3M may inspect or test Consumable Products at Supplier's plant, off-site, or at the point of destination. Upon reasonable advance notice and during normal business hours, Supplier will make Consumable Products, materials, and the manufacturing facilities with respect thereto available for inspection by 3M and its representatives, at 3M's cost.

7. PRODUCT MARKS; 3M MARKS; SOFTWARE

7.1 **Use of Product Marks.** Supplier grants 3M, and 3M retains, a non-exclusive, global, royalty-free license to use the Product Marks in connection with the sale and marketing of Products supplied by Supplier pursuant to this Agreement (collectively, the "Licensed Products"). The license granted herein shall terminate upon the termination of the Agreement. 3M's use of the Product Marks and the quality of the Licensed Products offered by 3M pursuant to this license shall be generally consistent with 3M's use of the Product Marks and the quality of those products as offered by 3M as of the Closing Date set forth in the Merger Agreement. 3M may sell or otherwise dispose of any Licensed Products purchased during the term of the Agreement for a period of six (6) months after termination of the Agreement, subject to Supplier's amendments to such Product Marks and quality standards.

7.2 **Use of 3M Marks.** Except as provided in the other Transaction Documents, Supplier will not use 3M's name or any 3M Mark in any manner, including in promotional or advertising materials.

7.3 **IP Ownership.** Supplier owns and shall retain sole ownership of the Products and Clean-Trace™ Software and all Intellectual Property Rights therein. 3M hereby acknowledges and agrees, on behalf of itself and its Affiliates, that 3M has no right, title or interest, express or implied, in or to the Clean-Trace™ Software or any SpinCo Intellectual Property (as defined in the Separation Agreement), except, in each case, as specifically provided in the other Transaction Documents or herein and subject to the terms and conditions stated in this Agreement. All of the rights granted hereunder are explicitly stated herein and nothing in this Agreement shall be construed to transfer any proprietary ownership interest whatsoever in or to any Intellectual Property Rights of Supplier or its Affiliates, or to grant any implied rights whatsoever or any right, title or interest in or to any of the Clean-Trace™ Software or any SpinCo Intellectual Property or any other Intellectual Property Rights of Supplier or its Affiliates, except as explicitly granted pursuant to this Agreement. 3M shall return or destroy all copies of the Clean-Trace™ Software promptly after termination or expiration of the TSA or this Agreement.

7.4 **Software License/Updates.** If during the term of the TSA, and during any subsequent period during which 3M submits forecasts under Section 4.2 of this Agreement, Supplier makes necessary or desirable updates, modifications, or alterations of the Clean-Trace™ Software or firmware (collectively "Software Updates"), then Supplier shall inform 3M of any such Software Updates and make any such Software Updates available to 3M for inclusion in the Products, at 3M's request. During the term of the TSA, and during any subsequent period during which 3M submits forecasts under Section 4.2 of this Agreement, Supplier shall reasonably take account of 3M's reasonable requests to make Software Updates. Supplier hereby grants to 3M, and 3M retains, a fully paid up, worldwide license to the Clean-Trace™ Software, solely as reasonably necessary for 3M to (i) resell Products as contemplated by this Agreement, and (ii) fulfill 3M's obligations to its customers. For avoidance of doubt, nothing herein shall include any right for 3M to access the source code to the Clean-Trace™ Software. Supplier will consider in good faith and use commercially reasonable efforts to implement (at 3M's sole cost and expense) any modifications to or requests for copies of the Clean-Trace™ Software as are necessary for 3M to fulfill 3M's obligations to its customers under Existing Contractual Obligations that have been made available to Neogen and Supplier (provided that such modifications or copies shall not otherwise limit 3M's obligations or restrictions hereunder or permit such customers to otherwise copy, decompile, modify, reverse or create derivative works of the Clean-Trace™ Software), and 3M shall not otherwise itself (or permit, authorize or enable any other party to) copy, decompile, modify, reverse engineer, or create derivative works of the Clean-Trace™ Software.

8. REPRESENTATIONS, WARRANTIES AND OBLIGATIONS

8.1 **Consumable Product Warranty.** Supplier represents and warrants that all Consumable Products will conform in all material respects to the Specifications. In the event any Consumable Products do not conform to the foregoing warranty, 3M's sole remedy shall be either (i) replacement of such non-conforming Product, (ii) correction of the defect causing the nonconformance, (iii) refund of the price paid for such non-conforming Product by 3M if such Product has not been sold to a third party, or (iv) reimbursement of reasonable amounts required to be paid by 3M for any such non-conforming Product rejected in good faith by 3M due to non-conformance with the warranty. 3M shall provide Supplier with prompt written notice of any Product supplied to 3M pursuant to this Agreement that allegedly does not conform to the warranty in this Section 8.1 within fourteen (14) days after 3M becomes aware of facts giving rise to such allegation. 3M shall further cooperate with Supplier's investigation, including by retaining and providing Supplier with samples of the allegedly non-conforming Product, and comply with all reasonable requests made by Supplier relating to the testing of such Product or investigation of such claim. No Representative of Supplier, and no other Person, is authorized to make any warranty in addition to the warranty stated in this Section 8.1. Except as set forth in this Section 8.1, Supplier and any of its relevant Subsidiaries makes no warranty or condition, express or implied, and hereby disclaims any other warranties or conditions of any kind, including any express or implied warranty or condition of suitability, or fitness for any particular purpose.

8.2 **General Representations and Warranties.** Supplier represents and warrants that: all Consumable Products are sold and Clean-Trace™ Software is licensed pursuant hereto free and clear of all liens and encumbrances.

8.3 **Legal Compliance.** 3M acknowledges and agrees that Supplier shall not be required hereunder to take any action that Supplier reasonably believes would constitute (i) a violation of any applicable Law, (ii) a material breach of Supplier's contractual obligations, or (iii) any other violation of a third party's Intellectual Property Rights; provided, however, that in each of the foregoing circumstances, Supplier shall provide 3M with prompt written notice upon becoming aware of such impediment.

8.4 **Federal Debarment.** Supplier warrants that during the Term, Supplier has not been suspended or debarred, or proposed to be suspended or debarred, by a federal agency. Supplier will give 3M notice of any event causing this warranty to be false promptly after the occurrence of the event.

8.5 **3M Obligations.** 3M will:

(a) Provide prompt and courteous service in filling and delivering orders.
(b) Respond in a timely fashion to customer complaints and notify Supplier of such complaints.
(c) Dispose of all packing materials relating to the Products in accordance with local Law.

8.6 **Supplier Obligations**. Supplier will:

(a) Assist 3M in resolving customer complaints directly relating to the quality of Consumable Products.
(b) Provide technical support to customers in cooperation with 3M.
(c) Consult with 3M on inventory levels so that adequate quantities of the Consumable Products are available for Healthcare Applications.
(d) Notify 3M of any technical changes to the Specifications in accordance with Supplier's product notification process.

8.7 **Disclaimer of Warranties and Acknowledgement.** EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, EACH OF SUPPLIER AND ITS SUBSIDIARIES MAKES NO WARRANTY OR CONDITION, EXPRESS OR IMPLIED, AND HEREBY DISCLAIMS ANY WARRANTIES OR CONDITIONS OF ANY KIND, INCLUDING WITH RESPECT TO THE RESULTS THAT WILL BE OBTAINED BY USING, RECEIVING, OR APPLYING ANY SERVICE OR PRODUCT, MATERIALS, COMPONENTS, INFORMATION, DATA, OR SERVICES, IN EACH CASE INCLUDING ANY EXPRESS OR IMPLIED WARRANTY OR CONDITION OF NONINFRINGEMENT, MERCHANTABILITY, SUITABILITY, ACCURACY, SATISFACTORY QUALITY, OR FITNESS FOR ANY PARTICULAR PURPOSE. 3M EXPRESSLY AFFIRMS THAT IT IS NOT RELYING ON ANY WARRANTIES OR CONDITIONS (OTHER THAN THOSE EXPRESSLY SET FORTH IN THIS AGREEMENT), EXPRESS OR IMPLIED, OF SUPPLIER IN ENTERING INTO THIS AGREEMENT AND ACKNOWLEDGES AND AGREES TO THE DISCLAIMERS IN THIS SECTION 8.7.

9. INDEMNITY

Supplier will indemnify, defend, and hold 3M, its Subsidiaries, and its respective equityholders, members, partners, agents, representatives, directors, officers, employees, successors and assigns (collectively, the "3M Indemnified Parties") harmless from and against any Loss arising out of or related to any allegation or claim made by a non-affiliated third party, directly or indirectly, alleging: (a) Supplier's noncompliance with or breach of this Agreement, (b) Supplier's gross negligence or willful misconduct; or (c) infringement of any intellectual property right of a third party by any Product; provided Supplier will have no obligation to the 3M Indemnified Parties under this Section for any third party claim to the extent arising out of Supplier modification of the Clean-Trace™ Software at 3M's request pursuant to Section 7.4.

3M will indemnify, defend, and hold Supplier, its Subsidiaries, and its respective equityholders, members, partners, agents, representatives, directors, officers, employees, successors and assigns (collectively, the "Supplier Indemnified Parties") harmless from and against any Loss arising out of or related to (i) any allegation or claim made by a non-affiliated third party, directly or indirectly, alleging: (a) 3M's gross negligence or willful misconduct; (b) 3M's noncompliance with or breach of this Agreement; or (c) Supplier's modification of the Clean-Trace™ Software at 3M's request pursuant to Section 7.4 or (ii any non-compliance with or breach of the Equipment Supply Agreement by 3M or any of the 3M Indemnified Parties.

Sections 4.3(c) and 4.3(d) of the Transition Services Agreement are incorporated by reference, *mutatis mutandis*.

10. DISPUTE RESOLUTION

10.1 **Good Faith Negotiation Period.** Subject to Section 10.2, upon written request of either Party, authorized representatives with decision-making authority will meet at agreed time(s) and location(s) for a period not to exceed 60 days to attempt in good faith to resolve the Dispute. Each of 3M and Supplier will continue performing its respective obligations under this Agreement during any Dispute.

10.2 **Equitable Relief.** Notwithstanding any provision in this Agreement to the contrary, a Party may bring an action in equity at any time for equitable relief, subject to Section 13.

11. CONFIDENTIALITY

11.1 **Confidentiality Obligations.** Neither Party will disclose or use the other Party's Confidential Information other than to perform its obligations under this Agreement or as otherwise allowed under this Section 11. The receiving Party will protect the other Party's Confidential Information using the highest degree of care with which it protects its own confidential information, and in any event, no less than reasonable care. If either Party is required by applicable professional standards, rules, or Law to disclose the other Party's Confidential Information, then the Party so required will: (a) give advance notice of the disclosure to the other Party (unless prohibited by Law); (b) reasonably cooperate with the other Party, at its expense, if such Party seeks to protect the information requested to be disclosed; and (c) disclose the minimum amount of information legally required to be disclosed.

12. SAFETY AND REGULATORY COMPLIANCE

12.1 **ADM Compliance.** Supplier will disclose to 3M in writing whether any Consumable Product contains animal derived materials ("ADM"). If Product contains ADM, Supplier will provide 3M documentation of its compliance with ISO 22442.

12.2 **Latex Disclosure.** Supplier will disclose to 3M in writing if any Consumable Product contains any Natural Rubber/Latex and/or Dry Natural Rubber as defined in 21 CFR 801.437.

13. GOVERNING LAW; FORUM SELECTION

The laws of the State of Delaware govern this Agreement. The provisions of the United Nations Convention on Contracts for the International Sale of Goods do not apply. If a civil action is brought under this Agreement, each of the Parties consents to submit itself to the exclusive jurisdiction of the Court of Chancery of the State of Delaware. The Parties will follow the dispute resolution process in Section 10 before filing any civil action. EACH PARTY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LEGAL PROCEEDING ARISING OUT OF OR RELATING TO THIS AGREEMENT OR ANY OF THE TRANSACTIONS CONTEMPLATED HEREBY.

14. UNAVOIDABLE DELAY

If a Party is prevented or delayed in performing its obligations, in whole or in part, as a result of an Unavoidable Delay, that Party will be excused from performing its obligations during the Unavoidable Delay, but only to the extent performance is prevented or delayed by the event causing the Unavoidable Delay. If Supplier has an Unavoidable Delay, 3M may modify or terminate any Orders on notice to Supplier without liability to 3M. During a Supplier Unavoidable Delay period, Supplier will allocate any available Consumable Product as is fair and reasonable.

15. NOTICES

All notices must be in writing and sent to the address below each Party's signature to this Agreement. Notice will be considered given upon: (a) personal delivery; (b) in the case of a notice given by email, written confirmation of receipt by the notified Party; or (c) deposit with an overnight courier, expenses prepaid, and addressed as set forth below and upon confirmation of delivery by the courier. Notice of a Party's address change will be given as stated in this Section.

16. GENERAL

16.1 **Transfer; No Third Party Beneficiaries.** Supplier may not Assign, delegate, or subcontract any rights or duties under this Agreement without 3M's written consent. This Agreement will be binding upon and operate to the benefit of Supplier, 3M and their respective successors and permitted assigns. Assignment will not relieve Supplier of its obligations under this Agreement. Except as otherwise provided in this Agreement, this Agreement is for the sole benefit of the parties to this Agreement and their permitted successors and assigns, and nothing in this Agreement, express or implied, is intended to or shall confer upon any other person any legal or equitable right, benefit or remedy of any nature whatsoever under or by reason of this Agreement.

16.2 **Waiver.** A waiver of any provision of this Agreement may only be made in writing. A Party's failure to exercise any rights under this Agreement, or to insist on strict compliance with this Agreement, is not a waiver of the Party's rights. Unless explicitly stated otherwise, all rights and remedies are cumulative.

16.3 **Interpretation.** If a tribunal of competent jurisdiction holds any provision of this Agreement to be invalid, the remaining provisions will continue to be valid and enforceable so long as the essential terms and conditions of this Agreement reflect the original intent of the Parties. The article and Section headings in this Agreement are for convenience only and do not constitute a part of this Agreement.

16.4 **Independent Contractor.** Supplier is an independent contractor; neither Supplier nor Supplier Personnel will be deemed to have any other relationship with 3M or any of its affiliates.

16.5 **Integration.** Except for an existing confidentiality or intellectual property agreement between the Parties, this Agreement, any Ancillary Instruments, and Orders (with respect to quantity and Product identification) and the Equipment Supply Agreement (including any ancillary agreements or documents related thereto) represent the entire agreement between 3M and Supplier regarding Product.

16.6 **Amendment and Precedence.** Neither this Agreement nor any right or obligation hereunder may be modified, amended, Assigned, or discharged, except as expressly stated in this Agreement or by a written amendment signed by an authorized representative of each Party. In case of a contradiction between or among this Agreement or any other Attachment, the order of precedence, unless clearly stated otherwise, will be: (1) the Ancillary Instruments, and (2) the Agreement. Except as provided herein, any contrary terms and conditions contained in any documents issued under this Agreement are void and expressly without effect. No changes will be effective unless in writing and signed by an authorized representative of each Party.

16.7 **Limitation of Liability.**

Except with respect to liability for a Party's breach of its confidentiality obligations under Section 11 and each Party's indemnification obligations under Section 9, and each Party's payment obligations under Section 5, in the event of any performance or non-performance, or anything else arising, under this Agreement that results in any Losses to any Party for which any other Party is liable (each, as applicable, a "Liable Party"), the Liable Party's aggregate, maximum, and cumulative Liability (including based on breach of warranty, breach of contract, negligence, strict liability in tort or any other legal or equitable theory) to such Party for such Losses, in the aggregate, shall equal all fees paid pursuant to the Agreement during the 6 months prior to the breach or default that creates such Losses. Each Party acknowledges that such amount constitutes fair and reasonable compensation for such Losses. Notice of any claim for Losses shall be in writing, and such claim must specify the Losses amount claimed and a reasonable description of the action giving rise to the claim. Notwithstanding anything in this Agreement to the contrary, in no event shall any Party be liable under this Agreement for any failure to the extent such failure was directly and solely attributable to the other Party's material breach of this Agreement.

No Party nor any of their respective Subsidiaries shall be liable in connection with this Agreement for any Losses that are punitive, incidental, consequential, special or indirect or not reasonably foreseeable, including any loss of data, loss of future revenue, profits, income, or anticipated savings, loss of business reputation or opportunity relating to the breach or alleged breach of this Agreement, diminution of value and any Losses based on any type of multiple. The limitation applies regardless of whether the Losses are based on breach of warranty, breach of contract, negligence, strict liability in tort or any other legal or equitable theory, but shall not apply in respect of such Losses that (i) result from that Party's breach of Section 11; (ii) are payable pursuant to an obligation to indemnify under Section 9; or (iii) result from that Party's willful misconduct.

16.8 **Fees and Expenses.** Except as otherwise expressly set forth in this Agreement, in any other Transaction Document or in the Separation and Merger Agreements, all fees and expenses incurred by the Parties, including in connection with the transactions contemplated by this Agreement, shall be borne by the Party that has incurred such costs and expenses; provided, however, that in the event this Agreement is terminated or expires in accordance with its terms, the obligations of each Party to bear its own costs and expenses will be subject to any rights of such Party arising from a breach of this Agreement by the other Party prior to such termination or expiration.

16.9. **Entire Agreement**. This Agreement (including the Appendices, Annexes, Exhibits and Schedules hereto), the Separation Agreement, the Merger Agreement, the Confidentiality Agreement, the other Transaction Documents constitute the entire agreement of the Parties with respect to the subject matter hereof and supersede all prior agreements and understandings between the parties with respect to such subject matter; other prior representations, warranties, understandings and agreements, both written and oral, with respect to such subject matter; provided, however, for the sake of clarity, it is understood that this Agreement shall not supersede the terms and provisions of the Confidentiality Agreement, which shall survive and remain in effect until expiration or termination thereof in accordance with its respective terms; provided, that, following the Effective Time, Supplier shall have no obligations under the Confidentiality Agreement with respect to information to the extent related to the SpinCo Entities or the SpinCo Business and included in the SpinCo Assets (as such terms are defined in the Separation Agreement), which information shall no longer be considered "Evaluation Material" for purposes thereof (provided further that the foregoing shall in no way diminish, eliminate or alter any obligation of Supplier with respect to any other Evaluation Material).

16.10 **Execution.** This Agreement may be executed in counterparts and delivered by electronic transmission. The Parties intend that electronic (e.g., DocuSign® electronic signature or .pdf format) signatures constitute binding, original signatures.

[Remainder of page intentionally left blank; signature page follows]

This Agreement has been entered into as of the Effective Date.

3M:

3M Company

By: /s/ Jeffrey Lavers
Name: Jeffrey Lavers
Title: Group President, Consumer Business Group

Address for Notice:

Attention:
Email:

SUPPLIER:

Garden SpinCo Corporation

By: /s/ Jerry T. Will
Name: Jerry T. Will
Title: Vice President

Address for Notice:

Attention:
Email:

EXHIBIT A
Glossary of Defined Terms

"3M" means 3M Company.

"3M Facilities" means 3M's facilities, offices, plants, and buildings.

"3M Mark" means any 3M trademark, service mark, tradename, or logo.

"3M Regulatory Requirements" means 3M's regulatory and other requirements located at www.3m.com/3M/en_US/suppliers-direct/supplier-requirements/contract-provisions.

"3M Supplier Responsibility Code" means 3M's Supplier Responsibility Code located at www.3M.com/supplierrqmts.

"3M Systems" means 3M's digital device network, data storage systems, and data processing systems.

"Affiliates" has the meaning set forth in the Merger Agreement.

"Agreement" has the meaning set forth in Section 1.1.

"Ancillary Instruments" means exhibits, schedules, or other attachment, if any, to the Agreement.

"Assign" or an "Assignment" includes any assignment, delegation, or transfer of obligations under the Agreement to a third party. For the avoidance of doubt, such term shall not include any corporate transaction, such as a stock sale, reorganization, merger, or consolidation of which results in either the direct or indirect equity holders of Supplier before the event not owning at least 50% of the voting power of Supplier after the event.

"Confidential Information" means information or tangible materials, whether or not designated as confidential, relating to: (a) product development, design, formulations, composition, research and development, or specifications; (b) product manufacturing techniques, rates, or quantities; (c) equipment used to make products; (d) any other aspects of business relating to products and services, including without limitation marketing, sales, customers and non-public financial data; (e) the terms and conditions of this Agreement and all Orders; (f) any material or information provided by a Party to the other Party; and (g) the Parties' relationship. "Confidential Information" does not include information that: (i) is or becomes publicly available through no fault of the receiving Party; (ii) was known to the receiving Party before receipt from the other Party, as evidenced by the receiving Party's written records; (iii) is received from a third party with no confidentiality obligation; or (iv) is independently developed by a Party without reference to the other Party's Confidential Information, as evidenced by a Parties' written records.

"Consumable Products" means the products specified as Consumable Products in Exhibit B meeting the Specifications and any 3M-approved substitute Product.

"Demand Plan" means, with respect to any Consumable Product, such plan customarily used by 3M and prepared in a manner and form consistent with the past practice of 3M and the SpinCo Business for developing demand plans for Products immediately prior to the Closing Date, and which plan may be subject to adjustment at any time during the Term upon mutual written agreement of the Parties.

"Dispute" means any claim or dispute between the Parties arising out of, or relating to, Product or this Agreement.

"Distributor Fee" has the meaning set forth in Section 5.4.

"Effective Date" has the meaning set forth in Section 1.1.

"Equipment Costs" has the meaning set forth in Section 5.5.

"Equipment Product" means the products specified as Equipment Products in Exhibit B purchased by 3M as contemplated by Section 4.3 and any 3M-approved substitute Product.

"Equipment Sales" has the meaning set forth in Section 5.5.

"Equipment Supply Agreement" has the meaning set forth in Section 4.3.

"Existing Contractual Obligations" has the meaning set forth in Section 2.2.

"Expiration Date" has the meaning set forth in Section 3.1.

"Intellectual Property Right:" means any and all common law, statutory or other rights anywhere in the world arising under or associated with intellectual property, including: (i) patents, statutory invention registrations, certificates of invention, registered designs, utility models and similar or equivalent rights in inventions and designs, and all rights therein provided by international treaties and conventions, and including any applications for any of the foregoing; (ii) trademarks, service marks, slogans, trade dress, trade names, brand names, corporate names, logos, and other designations or indicia of commercial source or origin, and including any applications for any of the foregoing; (iii) rights associated with domain names, uniform resource locators, Internet Protocol addresses, social media handles, and other names, identifiers, and locators associated with Internet addresses, sites, and services, and including any applications for any of the foregoing; (iv) trade secret and industrial secret rights and rights in know-how, inventions, data, and any other Confidential Information or Proprietary Information, and all other information, materials and the like that derive independent economic value, whether actual or potential, from not being known to other persons or which are otherwise deemed to be or held as a trade secret under applicable Laws; (v) copyrights and any other equivalent rights in works of authorship or copyrightable subject matter (including rights in Software as a work of authorship) and any other related rights of authors, and all database and design rights, and including any applications for any of the foregoing; (vi) all other similar or equivalent intellectual property or proprietary rights anywhere in the world; and (vii) any registrations for any of the foregoing.

"Law" means, with respect to any Person, any statute, law, ordinance, regulation, rule, code, constitution, treaty, common law, or any order, writ, judgment, injunction, decree, stipulation, award, or determination entered by or with any governmental authority or other requirement or rule of law of any governmental authority.

"Loss" means all losses, damages, suits, fees, judgments, costs, and expenses (including reasonable attorneys' fees incurred in responding to or the defense of any claim).

"Merger Agreement" means that certain Agreement and Plan of Merger, dated as of December 13, 2021, by and among 3M, Supplier, Neogen and Nova RMT Sub, Inc., as it may be amended, restated, supplemented or otherwise modified from time to time.

"Neogen" means Neogen Corporation, together with its successors or assigns.

"Order" means a purchase order issued by 3M to Supplier to purchase Product.

"Party" means either 3M or Supplier, and "Parties" means 3M and Supplier, collectively.

"Person" means any individual, partnership, corporation, trust, limited liability entity, unincorporated organization, association, governmental authority, or any other entity.

"Pricing Date" means the Effective Date or applicable anniversary date thereof for purposes of determining the Weighted Average Sales Price.

"Product" means (i) the Consumables Products and Equipment Products specified in Exhibit B meeting the Specifications and any mutually-approved substitute Product and (ii) unless the context otherwise requires, the Clean-Trace™ Software.

"Product Mark" means the Clean-Trace trademark and any other Supplier trademark included by Supplier on Product.

"Proprietary Information" means any information or data developed by or for or in the possession of Supplier that relates to Products, Clean-Trace™ Software, Software Updates or Clean-Trace™ including, but not limited to, the design, features, composition, manufacture, use, regulatory clearance, or sale of Products, Clean-Trace™ Software, Software Update or Clean-Trace™. Proprietary Information includes, but is not limited to, the following items: a. manufacturing Information including equipment, process conditions, formulation, storage and stability conditions, sterilization conditions, facility requirements, validation documentation, special requirements (cleaning, maintenance, changeover, packaging); b. supplier information including names and locations of suppliers, specification for components and items purchased from supplier, actual product identifiers of components or items purchased from supplier, audits of suppliers; (c) firmware and software source code and machine code; (d) regulatory dossiers and documentation; (e) quality records; and (f) any additional information reasonably requested by 3M to facilitate the transition of the supply of Products, Clean-Trace™ Software, Software Updates or Clean-Trace™ to 3M or a third party.

"Separation Agreement" means the Separation and Distribution Agreement, dated as of December 13, 2021, by and among 3M, Supplier and Neogen, as it may be amended, restated, supplemented or otherwise modified from time to time.

"Settlement Statement" has the meaning set forth in the TSA.

"Software Updates" has the meaning set forth in Section 7.5.

"Specifications" means any packaging, Product or service standards, specifications, and other requirements provided by 3M, agreed to by the Parties at the time of any Order (in the case of Equipment Product, including Mack Technologies Florida Inc.) or otherwise approved in writing by 3M.

"Subsidiary" has the meaning set forth in the Merger Agreement.

"Supplier" has the meaning set forth in Section 1.1.

"Supplier Fee" has the meaning set forth in Section 5.5.

"Supplier Personnel" means any personnel assigned or engaged by Supplier to perform Supplier's obligations under this Agreement including employees and agents of Supplier, a Supplier Affiliate, or a 3M-approved subcontractor.

"Term" has the meaning set forth in Section 3.1.

"Termination" means any termination of this Agreement under Section 3.2.

"Transition Distribution Services Agreement" has the meaning set forth in the Separation Agreement.

"Transaction Documents" has the meaning set forth in the Merger Agreement.

"Transition Services Agreement" has the meaning set forth in the Separation Agreement and shall include the corollary term "TSA".

"Unavoidable Delay" means an event beyond the Party's control, without the Party's fault or negligence (including civil or military authority, war, flood, fire, or epidemic). Unavoidable Delay does not include: (a) any labor dispute; (b) nonperformance by Supplier's supplier; (c) any delay preventable by Supplier by moving the affected Product to an alternate Supplier facility; (d) changes in cost; or (e) changes in market conditions.

"Weighted Average Sales Price" has the meaning set forth in Section 5.6.

Exhibit 10.8

MASTER REAL ESTATE LICENSE AGREEMENT

This MASTER REAL ESTATE LICENSE AGREEMENT (this "Agreement"), dated as of September 1, 2022, is entered into by and among each legal entity listed under the heading "Licensor" on the signature pages hereto (each, a "Licensor" and collectively, the "Licensors"), and each legal entity listed under the heading "Licensee" on the signature pages hereto (each, a "Licensee" and collectively, the "Licensees" and, together with the Licensors, the "Parties").

RECITALS

WHEREAS, 3M Company, a Delaware corporation (the "Company"), Garden SpinCo Corporation, a Delaware corporation and wholly owned Subsidiary of the Company ("SpinCo"), Neogen Corporation, a Michigan corporation ("Parent"), and Nova RMT Sub Inc., a Delaware corporation and wholly owned Subsidiary of Parent ("Merger Sub") entered into an Agreement and Plan of Merger dated as of December 13, 2021 (the "Merger Agreement");

WHEREAS, SpinCo, the Company and Parent entered into a Separation and Distribution Agreement, dated as of December 13, 2021 (the "Separation Agreement" and, together with the Merger Agreement, the "Separation and Merger Agreements");

WHEREAS, pursuant to the Separation and Merger Agreements, (i) the Company has agreed to transfer, and cause its Subsidiaries to transfer, to SpinCo, and SpinCo has agreed to assume from the Company and its Subsidiaries, the Transferred Assets and the Assumed Liabilities (the "Separation"), (ii) in connection with the transfer of the Transferred Assets to (and the assumption of the Assumed Liabilities by) SpinCo, the Company will distribute all of the issued and outstanding shares of capital stock of SpinCo to certain shareholders of the Company by way of an Exchange Offer followed by any Clean-Up Spin-Off (the "Distribution"), and (iii) shortly following the Distribution, Merger Sub has agreed to merge with and into SpinCo, with SpinCo as the surviving corporation of such merger (the "Merger"), in each case, pursuant to the terms and conditions of the Separation and Merger Agreements;

WHEREAS, this Agreement is a master real estate license agreement that, together with the Summary Sheets, the Parties intend to constitute a Real Estate License Agreement to the extent required for the jurisdictions set forth in Exhibit A hereto;

WHEREAS, this Agreement is a "Transaction Document" pursuant to the Separation and Merger Agreements;

WHEREAS, this Agreement is being entered into by the Parties (a) as a condition to the Closing and (b) to promote the orderly transition of certain operations of the SpinCo Business and to effectuate the orderly consummation of the transactions contemplated under the Separation and Merger Agreements;

WHEREAS, Licensee shall obtain alternate premises suitable for the operation of its business and shall use reasonable commercial efforts to reduce or eliminate its dependency on the Premises as soon as is reasonably practicable; and

NOW, THEREFORE, in consideration of the premises and the mutual covenants and agreements contained in this Agreement and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties, intending to be legally bound, agree as follows:

ARTICLE 1
DEFINITIONS

Section 1.1 **Certain Defined Terms**. Capitalized terms used but not otherwise defined herein shall have the meanings ascribed thereto in the Separation and Merger Agreements. As used in this Agreement, the following terms shall have the following meanings:

"Agreement" has the meaning set forth in the introductory paragraph to this Agreement.

"All Risk" has the meaning set forth in Section 4.2.

"Building" has the meaning set forth on the Summary Sheet.

"Co-Located Equipment Areas" has the meaning set forth in Section 2.1(a).

"Common Areas" has the meaning set forth in Section 2.1(a).

"Covered Taxes" has the meaning set forth in Section 3.3(a).

"COVID-19" shall mean SARS-CoV-2 or COVID-19, and any evolutions or mutations thereof or related or associated epidemics, pandemics or disease outbreaks.

"COVID-19 Measures" means any quarantine, "shelter in place," "stay at home," workforce reduction, social distancing, shut down, closure, sequester, workplace safety or similar Law, directive, guidelines or recommendations promulgated by any industry group or any Governmental Authority, including the Centers for Disease Control and Prevention and the World Health Organization, in each case, in connection with or in response to COVID-19, including the CARES Act and Families First Act.

"Disclosing Party" has the meaning in Section 7.16(a).

"Dispute" has the meaning set forth in Section 7.9(a).

"Distribution" has the meaning set forth in the recitals.

"Employee Work Spaces" has the meaning set forth on the Summary Sheet.

"Effective Date" has the meaning set forth in Section 6.1.

"Excluded Areas" has the meaning set forth in Section 2.1(b).

"Exit Meeting" has the meaning set forth in Section 6.4.

"Exit Plan" has the meaning set forth in Section 6.4.

"Headcount" has the meaning set forth on the Summary Sheet.

"JAMS" has the meaning set forth in Section 7.9(b).

"Licensee" has the meaning set forth in the introductory paragraph to this Agreement.

"Licensee Indemnitees" has the meaning set forth in Section 5.4.

"Licensee's Trade Fixtures and Equipment" means the trade fixtures and equipment transferred to Licensee as a result of the transactions contemplated by the Separation and Merger Agreements, together with the Asset Purchase Agreement.

"Licensor" has the meaning set forth in the introductory paragraph to this Agreement.

"Licensor Indemnitees" has the meaning set forth in Section 5.3.

"Licensor's Fixtures and Personal Property in Premises" has the meaning set forth in Section 2.1(a).

"Losses" has the meaning set forth in Section 2.4.

"Maximum Duration" has the meaning set forth on the Summary Sheet.

"Merger" has the meaning set forth in the recitals.

"Merger Agreement" has the meaning set forth in the recitals.

"Merger Sub" has the meaning set forth in the recitals.

"Negotiation Period" has the meaning set forth in Section 7.9(a).

"Notice Addresses" has the meaning set forth on the Summary Sheet.

"Office Employee Headcount" has the meaning set forth on the Summary Sheet.

"Parties" has the meaning set forth in the introductory paragraph to this Agreement.

"Permitted Uses" has the meaning set forth in Section 2.2.

"Premises" has the meaning set forth on the Summary Sheet.

"Property" has the meaning set forth in Section 2.1(a).

"Receiving Party" has the meaning in Section 7.16(a).

"Real Estate License Agreement" each Summary Sheet is for the specific location stated and should be treated as a separate and distinct agreement with its own terms unless otherwise stated in this Agreement.

"Rules and Regulations" has the meaning set forth in Section 2.2.

"Separation" has the meaning set forth in the recitals.

"Separation Agreement" has the meaning set forth in the recitals.

"Separation and Merger Agreements" has the meaning set forth in the recitals.

"SpinCo" has the meaning set forth in the recitals.

"SpinCo Business" has the meaning set forth in the TSA (as defined in Section 3.2).

"Summary Sheet" has the meaning set forth in Section 1.2.

"Technical Employee Headcount" has the meaning set forth on the Summary Sheet

"Technical Spaces" has the meaning set forth on the Summary Sheet.

Section 1.2 Summary Sheet. The terms and definitions set forth in the Real Estate License Agreement Summary Sheet (the "Summary Sheet") shall be incorporated herein.

ARTICLE 2
LICENSE AND PREMISES

Section 2.1 Grant of License.

(a) Upon the terms and subject to the conditions set forth in this Agreement, Licensor hereby grants to Licensee (i) a non-exclusive license for those employees who are included in the Office Employee Headcount to use and occupy the Employee Work Spaces in a manner consistent with past practices and normal operations of the SpinCo Business (without regard to interim COVID-19 Measures or internal protocols related thereto), (ii) a non-exclusive license for those employees who are included in the Technical Employee Headcount to use and occupy the Technical Spaces, including creative hubs, in a manner consistent with past practices and normal operations of the SpinCo Business (without regard to interim COVID-19 Measures or internal protocols related thereto), (iii) ***For Brookings, Columbia and Wroclaw ONLY:*** access on an as-needed basis for visiting design team, marketing team and research & development employees in support of in-flight NPIs, sustaining projects and fix-it projects, so long as such access is consistent with current operations and is in compliance with Local Licensor's security protocols relating to guests and/or visiting employees, and (iv) a non-exclusive license to use in common with Licensor (A) the hallways, entry ways, stairs, elevators, driveways, walkways, parking areas, bathrooms, lounges and common areas, conference rooms, cafeteria spaces, loading docks and other special parking areas, and such other areas and facilities in or serving the Building (the "Property") that are generally needed for access to and use of the Employee Work Spaces and/or the Technical Spaces or in a manner consistent with past practices and normal operations of the SpinCo Business (without regard to interim COVID-19 Measures or internal protocols related thereto) (the "Common Areas"), and (B) the areas or rooms in the Building or on the Property (other than the Premises) containing any materials, equipment, machinery, parts, spare parts or tools that Licensee is authorized to use pursuant to Section 2.3 (the "Co-Located Equipment Areas") or areas that house Licensee's Trade Fixtures and Equipment (the "Licensee Equipment Areas"). Licensee shall have the right to use such of Licensor's personal property, fixtures, equipment, machinery, parts, spare parts and tools which may be located in or on the Premises, including lab glassware washing locations and related services in the Building ("Licensor's Fixtures and Personal Property in Premises") in a manner that is materially consistent with past practices and normal operations of the SpinCo Business (without regard to interim COVID-19 Measures or internal protocols related thereto). Licensor shall not lease, further license or grant any other possessory right as to the Premises to any Third Party.

(b) The license granted hereunder shall exclude all areas in the Building or on the Property that are not identified as the Premises, the Common Areas, the Co-Located Equipment Areas, and the Licensee Equipment Areas (collectively, the "Excluded Areas"). Licensee shall use commercially reasonable efforts to ensure that its Representatives do not utilize any Excluded Area. Licensor shall use commercially reasonable efforts to ensure that its Representatives do not utilize the Premises; provided, that Licensor retains the right, at its expense and in its sole discretion and from time to time, to (i) use or access the Premises for repairs and maintenance, in emergency situations, or as reasonably required to access other parts of the Building; or (ii) modify or improve the Premises in a manner that does not reduce the use of the Premises by the SpinCo Business below that previously enjoyed (without regard to interim COVID-19 measures or internal protocols related thereto); provided, further, that, in the case of either of the foregoing events, Licensor shall not (x) unreasonably interfere with Licensee's business activities and shall use commercially reasonable measures to mitigate any interference, (y) materially change the confidentiality or security considerations associated with the Premises, or (z) materially reduce the area of the Premises allocated to each employee of Licensee (except in connection with a decrease of the License Fee in accordance with Section 3.1). As a condition to any such access, Licensee may require that a Representative of Licensee accompany Licensor during such access (except in the case of emergency situations where immediate access is needed), and Licensor shall, except in cases of emergency, use commercially reasonable efforts to provide Licensee with at least twenty-four (24) hours prior written notice of such event.

(c) The Parties acknowledge that the License granted hereunder is intended to facilitate the orderly transition of operations to Licensee. Neither Licensee nor its Affiliates shall (i) have any rights to expand the rights granted hereunder without the prior written consent of Licensor, which consent shall not be unreasonably withheld, conditioned, or delayed, or (ii) add additional employee headcount within the Premises without the prior written consent of Licensor, which consent shall not be unreasonably withheld, conditioned, or delayed; provided that Licensee shall have the right to propose to Licensor the increase of Office Employee Headcount or Technical Employee Headcount with respect to the Premises on a monthly basis, subject to adjustment of the Licensee Fee pursuant to Section 3.1.

Section 2.2 Use of Premises, Common Areas and Co-Located Equipment Areas. Licensee's use of the Premises, the Common Areas, the Co-Located Equipment Areas, and the Licensee Equipment Areas hereunder shall be limited to, and Licensee shall use the Premises, the Common Areas, the Co-Located Equipment Areas, and the Licensee Equipment Areas solely for, the continued operation of the SpinCo Business in a manner consistent with past practices and normal operations of the SpinCo Business (without regard to interim COVID-19 measures or internal protocols related thereto) (the "Permitted Uses"). Licensee shall, and shall cause each of Licensee's Representatives who uses the Premises, the Common Areas, the Co-Located Equipment Areas, or the Licensee Equipment Areas to conduct its activities at the Premises, the Common Areas, the Co-Located Equipment Areas, and the Licensee Equipment Areas only in a manner that (a) does not unreasonably interfere with Licensor's use of the Building, the Property, the Common Areas, the Co-Located Equipment Areas, or the Licensee Equipment Areas, (b) complies with all applicable governmental regulations, laws and orders, including, but not limited to, governmental regulations addressing the safe handling and disposal of hazardous materials (c) abides by the rules and regulations generally applicable at the Building or the Property as they may be amended by Licensor from time to time (provided such amendments are reasonable, generally applicable at the Building or the Property, and would not materially increase Licensee's obligations or decrease Licensee's rights hereunder) (the "Rules and Regulations"), and (d) is consistent with the terms of Section 7.16. If Licensee uses or permits any use of the Premises or other portions of the Building in violation of the Permitted Uses and which in any way increases the rate of fire or liability or any other insurance coverage maintained by Licensor on the Building or its contents, Licensee shall pay to Licensor, within thirty (30) days after demand, said increased insurance costs.

Section 2.3 **Use of Equipment**. Upon the terms and subject to the conditions set forth in this Agreement, Licensee shall have the right to access or use all materials, equipment, machinery, parts, spare parts and tools that are located in the Building or on the Property to the extent and in a manner consistent with Licensee's access or usage thereof in connection with past practices and normal operations of the SpinCo Business (without regard to interim COVID-19 measures or internal protocols related thereto); provided, however, that in the event Licensee's access to or use of such equipment, machinery, parts, spare parts or tools is otherwise subject to the terms of another Transaction Document (including Licensee's access to or use of any information technology equipment or hardware which may be subject to the terms of the Transition Services Agreement and Schedule 1 and Annex A thereto), the terms of such other Transaction Document shall control such access or use by Licensee. Notwithstanding anything in this Agreement to the contrary, this Agreement shall not modify or change any right of Licensee to such access or use as may be provided under such other Transaction Document.

Section 2.4 **Security**. Licensee understands and acknowledges that in some circumstances there may not be a demising wall or other physical barrier to delineate the Premises from the Common Areas and Excluded Areas or to physically prevent Licensor's Representatives from accessing the Premises. Subject to Section 7.16, Licensee accepts any risks associated therewith, provided that (a) Licensor shall not unreasonably interfere with Licensee's business activities during such access and shall use reasonable measures to mitigate any interference by its Representatives, (b) Licensor shall have no obligation to provide any security service to the Premises beyond the security service otherwise performed for the general benefit of the Building or the Property and Licensor shall bear no responsibility for any losses, damages, costs, expenses, awards, judgments, penalties or other Liabilities ("Losses") of any equipment or property of Licensee or any of its Representatives left unattended or improperly secured within the Building or on the Property (except to the extent resulting from Licensor's gross negligence, willful misconduct or breach hereunder).

Section 2.5 **Utilities**. Licensor shall make (or cause to be made) available to Licensee such utilities and other services that are currently being provided to the Premises, and at the level at which the same is currently being furnished to such area, including without limitation (a) electric current; (b) passenger and freight elevator service; (c) water for ordinary drinking, cleaning and lavatory purposes; (d) heating and air conditioning, (e) calibration services for the fume hoods, and (f) 3M Shop Work Orders providing for the routine maintenance and repair of 3M building infrastructure. Licensee's use of electric current shall not exceed the capacity of the existing feeders, risers or wiring installations serving the Premises, and Licensee shall not use any electrical equipment which will overload such installations or interfere with the use thereof by other occupants of the Building. Utilities (for the purposes of this Section 2.5) shall not include hazardous waste dispose, which shall be addressed in Section 2.9.

Section 2.6 **Alterations**. Licensee shall not make any alteration or modification to the Premises without the prior written consent of Licensor, which consent may be withheld in Licensor's sole discretion for any reason or no reason and may be conditioned upon, among other requirements, Licensee removing such alterations and restoring the Premises to its condition prior to such alterations upon the expiration or the earlier termination of this Agreement. Licensor's prior written consent shall not be required for any alteration or modification that either (a) is purely decorative or cosmetic or (b)(i) is non-structural and (ii) does not adversely affect the value or function of the Premises; provided that Licensor shall retain sole discretion as to whether to require removal of any such alterations or modifications by Licensee upon the expiration or the earlier termination of this Agreement. In the event that Licensor consents to any alterations or modification in, on or to the Premises, such alterations or modifications shall, at Licensor's election made in its consent notice, be made by Licensor at Licensee's sole cost and expense by contractors reasonably approved by Licensor. Licensee shall reimburse Licensor, within ten (10) days of receipt of an invoice from Licensor (with verification documentation and invoices reasonably supporting such costs), for any costs incurred by Licensor in connection with alterations or modifications made to the Premises in accordance with this Section 2.6 or in repairing any damage to the Premises, the Building or any personal property, fixtures or equipment of Licensor which may be therein or thereon resulting from the acts or omissions of Licensee, its Representatives or their respective contractors, or as a result of a breach of this Agreement by Licensee. On the first day following the Closing Date, Licensor shall not change the Employee Work Space of any employee of the SpinCo Business and shall use commercially reasonable efforts to limit changes to such Employee Work Spaces during the term of this Agreement other than changes made by the Company in the ordinary course of business.

Section 2.7 **Maintenance of Premises**. Licensee shall (a) keep and maintain the Premises and any Licensor's Fixtures and Personal Property in the Premises in properly functioning, safe, orderly and sanitary condition, ordinary wear and tear excepted, and (b) permit no physical waste of or damage to the Premises or any Licensor's Fixtures and Personal Property in the Premises. Notwithstanding the foregoing, Licensee shall not be obligated to keep any of Licensor's Fixtures and Personal Property in Premises in a condition better than the conditions of such Licensor's Fixtures and Personal Property in Premises as of the Closing Date or to make any structural repairs or repair damage when caused by damage from the elements, fire or other casualty to the Premises or from the negligence or wrongful acts of Licensor or a landlord, or their respective agents, employees, sublessees or licensees (other than Licensee). Licensee shall not be liable for any loss of, or damage to, any Licensor's Fixtures and Personal Property in Premises caused by any condemnation or casualty.

Subject to the foregoing, Licensor shall perform all repairs and maintenance as are necessary to keep the Building and all building systems (HVAC, plumbing, structural systems, roof, etc.) in good operating condition.

LICENSOR SPECIFICALLY DISCLAIMS ANY OBLIGATION TO REPAIR, MAINTAIN, CALIBRATE, ADJUST OR TEST ANY EQUIPMENT THAT IS LOCATED WITHIN THE PREMISES, BUT IS OWNED BY THE LICENSEE (INCLUDING, BUT NOT LIMITED TO PERSONAL PROPERTY, TRADE FIXTURES OR EQUIPMENT THAT TRANSFERRED TO LICENSEE/BUYER PURSUANT TO THE SEPARATION AND MERGER AGREEMENTS).

Section 2.8 **Janitorial and Trash Removal Services**. All trash removal services shall be performed in accordance with work schedules reasonably established by Licensor in a manner consistent with past practices and normal operations (without regard to interim COVID-19 measures or internal protocols related thereto), unless otherwise mutually agreed by the Parties in writing.

Section 2.9 **Hazardous Waste Disposal**. Licensee shall be responsible for handling and disposal of waste and materials generated by Licensee's operations at the Premises; provided, however, that Licensor shall provide hazardous waste proposal services to Licensee solely with respect to for Shanghai, China, Beijing, China, Dongtan, Korea, and Sagamihara, Japan as required by applicable law. All hazardous waste handling and disposal shall be performed in accordance with applicable law and 3M safety guidelines.

Section 2.10 **Telecommunications Services**. Licensee acknowledges and agrees that (a) except to the extent required by the Transition Services Agreement, Licensor shall have no obligation to provide to Licensee any telecommunications services (including telephone, internet or printing services) at the Premises, the Building or the Property and (b) Licensee shall not install any additional information technology infrastructure (including cabling or data centers) at the Premises, the Building or the Property, nor will Licensee modify any information technology infrastructure at the Premises, the Building or the Property unless Licensee shall have received Licensor's prior written consent, which consent may be withheld or granted in Licensor's sole discretion, with respect to such proposed installation or modification.

Section 2.11 **No Signage**. Licensee shall not place, display, hang, affix or otherwise attach any signs to the Premises or Building.

Section 2.12 **Compliance with Applicable Laws**. Licensee shall comply with all Laws applicable to its use of the Premises. Licensee and Licensor shall promptly notify the other if Licensee or Licensor, as the case may be, receives any notice, either written or oral, from any Governmental Authority or insurance carrier relating to Licensee's use of the Premises. In no event shall Licensee be obligated to perform any alterations to the Building in order to comply with any Law.

Licensee agrees it shall secure for itself, to the extent possible and feasible, all permits, licenses or similar authorizations ("Environmental Authorization" or "Environmental Authorizations," as appropriate) required under applicable federal, state or local environmental laws, statutes, rules, or ordinances ("Environmental Law") that are necessary to Licensee's operations at the Premises or within the Building.

Section 2.13 **COVID-19 Considerations.** Licensee agrees to abide by and follow all reasonable health and safety rules and guidelines enacted by Licensor in response to COVID-19 and generally applicable within the Building. Notwithstanding the foregoing, all rules and guidelines enacted by Licensor shall be presumed reasonable so long as they: (a) are applicable to both Licensor and Licensee's employees working within the Building; and (b) are consistent with COVID-19 Measures.

Licensor shall have the discretion to temporarily close the Building to general employees as a response measure to COVID-19 and Licensee hereby agrees to comply with such closure. In the event of closure, Licensor and Licensee shall make reasonable efforts to coordinate limited access to the Premises, the Common Areas, the Co-Located Equipment Areas, or the Licensee Equipment Areas for retrieval of personal property, to the extent that access is reasonably necessary to the continued operation of the SpinCo Business and so long as such efforts are consistent with COVID-19 Measures. Licensee shall continue to pay the License Fee (as set forth in Section 3.1) during any such period of closure or limited access due to COVID-19.

ARTICLE 3
LICENSE FEE

Section 3.1 **License Fee**. The License Fee shall be as set forth in Paragraph 3 of the Summary Sheet. In the event of a reduction in Licensee's Office Employee Headcount or Technical Employee Headcount during the Initial Term, Licensee shall notify Licensor in writing of such reduction and the Licensee Fee shall be reduced accordingly. In the event of an increase in Licensee's Office Employee Headcount or Technical Employee Headcount during the Initial Term, following receipt of Licensor's prior written consent in accordance with Section 2.1(c), the Licensee Fee shall be increased accordingly. Upon the expiration of the TSA, Licensor shall send a monthly invoice of charges to Licensee and Licensee shall remit payment via electronic funds transfer by the first day of each calendar month of the term; provided that the last such payment due hereunder shall be paid on the last day of the term, and that obligation shall survive.

Section 3.2 **Payment of License Fee via Settlement Statement**. Licensor shall include amounts payable by Licensee under this Agreement in the relevant monthly Settlement Statements issued to Licensee (or its applicable Affiliate) pursuant to Section 3.3(a) of the Transition Services Agreement (the "TSA"), and payment of any such amounts shall be made pursuant to Section 3.3(a) of the TSA.

Section 3.3 Taxes.

(a) The amounts set forth herein with respect to fees, charges, expenses and other amounts due hereunder are exclusive of all applicable sales, use, value-added, transfer, goods and services or other similar taxes, duties, levies, or fees in the nature of a tax, including interest and penalties imposed by a Governmental Authority, that Licensor may be required to collect from Licensee in connection with Licensor's performance hereunder or that may be payable as a result of these transactions ("Covered Taxes"). Licensee shall be responsible for and pay any Covered Taxes imposed as a result of the transactions contemplated by this Agreement or imposed on it with respect to the payments due to Licensor hereunder. Notwithstanding the above, if Licensor is required by applicable Law or order to collect or pay Covered Taxes, Licensor shall either collect such Covered Taxes from Licensee by collecting such Covered Taxes in the Settlement Statement for the applicable month or, if the underlying transaction that gives rise to the Covered Taxes is not addressed in the Settlement Statement, then such Covered Taxes shall be collected in a similar manner to the payment related to the underlying transaction. Licensor shall not collect any Covered Taxes for which Licensee furnishes a valid and properly completed exemption certificate or other proof of exemption for which Licensee may legally claim an available exemption from such Covered Tax. Licensee shall be responsible for any Covered Tax, interest and penalty if such exemption certificate or other form of proof of exemption is disallowed by the Taxing Authority.

(b) Except for any Covered Taxes pursuant to Section 3.3(a), the Parties shall make all payments to one another free and clear of, and without deduction or withholding for any other Taxes unless required to deduct or withhold by applicable Law or order. In the event that a Party is required to deduct or withhold Taxes (other than Covered Taxes) in connection with any payments to the other Party pursuant to this Agreement, then such Party shall duly withhold and remit such Taxes to the appropriate Governmental Authority and shall pay to the other Party the remaining net amount after the Taxes have been withheld as reflected in the Settlement Statement for the applicable month. Such Party shall, as soon as reasonably practicable, furnish to the other Party a copy of an official tax receipt or other appropriate evidence of any taxes imposed on payments made hereunder. Each Party shall provide to the other Party any certification reasonably necessary to certify a Party's eligibility (if any) for exemption or reduction of withholding or to certify a Party's status under the Foreign Account Tax Compliance Act, if applicable.

ARTICLE 4
INSURANCE

Section 4.1 Licensee's Insurance. Licensee shall be responsible, at its own cost and expense, to obtain and maintain any insurance it desires on any equipment, machinery, parts, spare parts, tools or any other personal property of Licensee or any of its Representatives, to the extent that such property is located at the Premises or in the Building. Licensee shall obtain and maintain (a) commercial general liability insurance with a policy limit of at least $2,000,000.00 (or an equivalent amount in local currency) and (b) employer's liability and workers' compensation insurance as required by applicable Law.

Section 4.2 Licensor's Insurance. Licensor shall maintain or cause to be maintained All Risk also known as Special Form Property insurance (hereinafter referred to as "All Risk") in respect of the Building and other improvements on the land normally covered by such insurance (except for the property the Licensee is required to cover with insurance under this Agreement) for the benefit of Licensor and other parties Licensor may from time to time designate, as their interests may appear. The All Risk insurance will be on a full replacement cost basis and not less than the amount sufficient to avoid the effect of the co-insurance provisions of the applicable policy or policies. Licensor shall also maintain (a) commercial general liability insurance with a policy limit of at least $2,000,000.00 (or an equivalent amount in local currency) and (b) employer's liability and workers' compensation insurance as required by applicable Law.

Section 4.3 Waiver of Subrogation. Licensor and Licensee, on behalf of themselves and all others claiming under them (including any insurer) waive all claims, demands, or rights of indemnity that either of them may have against the other (including all rights of subrogation) arising out of damage to any property, real or personal, resulting from fire or other casualties, no matter what the cause thereof may be. The Parties waive their respective rights, as set forth herein, because adequate insurance is to be maintained by each of them to protect themselves against all such casualties and they have obtained or agree to obtain from their insurance carriers appropriate "waiver of subrogation" provisions in all such policies of insurance. Each Party shall provide the other Party with an endorsement to the casualty coverage confirming such waiver. Should the waiver come into effect by reason of an act or omission of either Party, the Party benefitting from such waiver shall be responsible for the commercially reasonable deductible amount under the other Party's insurance policy. The waiver set forth herein shall not apply to workers compensation claims.

ARTICLE 5
LIMITATION OF LIABILITIES; INDEMNIFICATION

Section 5.1 Limitation of Liabilities.

(a) (i) Except in the case of actual and intentional Fraud, gross negligence, or willful misconduct by Licensor or any of its Affiliates, Licensee's maximum, cumulative and sole remedy, and Licensor's and its Affiliates' maximum, cumulative and sole liability (based on breach of warranty, breach of contract, negligence, strict liability in tort or any other legal or equitable theory) to Licensee for all Losses arising out of any performance or non-performance under this Agreement, is limited to an amount not to exceed the aggregate amount paid by Licensee to Licensor with respect to License Fees as of the date of the performance or non-performance from which such Losses arose. Licensee acknowledges that such amount constitutes fair and reasonable compensation for such Losses. Notice of any claim for Losses shall be in writing and made reasonably promptly after becoming aware of such claim but in no event later than one (1) month after the date of termination or expiration of this Agreement and such claim must specify the Losses amount claimed and a reasonable description of the action giving rise to the claim. Notwithstanding anything in this Agreement to the contrary, in no event shall Licensor be liable for Losses under this Agreement to the extent such Losses were the result of Licensee's (i) breach of this Agreement or (ii) manner of operating or conducting the SpinCo Business (including the operations or systems of the SpinCo Business) if operated or conducted materially differently than the manner in which the SpinCo Business was operated or conducted immediately prior to the Closing Date. The limitations set forth in this Section 5.1(a) shall not apply in respect of such Losses that result from any breach by Licensor or its Affiliates of Section 7.16.

(ii) Except in the case of Fraud, gross negligence, or willful misconduct by Licensee's or any of its Affiliates, Licensor's maximum, cumulative and sole remedy, and Licensee's and its Affiliates' maximum, cumulative and sole liability (based on breach of warranty, breach of contract, negligence, strict liability in tort or any other legal or equitable theory) to Licensor for all Losses arising out of any performance or non-performance under this Agreement, is limited to an amount not to exceed the aggregate amount paid by Licensee to Licensor with respect to License Fees as of the date of the performance or non-performance from which such Losses arose. Licensor acknowledges that such amount constitutes fair and reasonable compensation for such Losses. Notice of any claim for Losses shall be in writing and made reasonably promptly after becoming aware of such claim but in no event later than one (1) month after the date of termination or expiration of this Agreement and such claim must specify the Losses amount claimed (to the extent then known) and a reasonable description of the action giving rise to the claim. Notwithstanding anything in this Agreement to the contrary, in no event shall Licensee be liable for Losses under this Agreement to the extent such Losses were the result of Licensor's (A) breach of this Agreement or (B) manner of operating or conducting the SpinCo Business (including the operations or systems of the SpinCo Business) if operated or conducted materially differently than the manner in which it was operated or conducted immediately prior to the Closing Date. The limitations set forth in this Section 5.1(a) shall not apply in respect of such Losses that result from any breach by Licensee or its Affiliates of Section 7.16.

(b) No Party nor any of their respective Affiliates shall be liable in connection with this Agreement for any Losses that are punitive, incidental, consequential, special or indirect or not reasonably foreseeable, including any loss of future revenue, profits, income, or anticipated savings, loss of business reputation or opportunity relating to the breach or alleged breach of this Agreement, diminution of value and any Losses based on any type of multiple. The limitation of this Section 5.1(b) applies regardless of whether the Losses are based on breach of warranty, breach of contract, negligence, strict liability in tort, or any other legal or equitable theory, but shall not apply in respect of such Losses that (i) result from that Party's breach of Section 7.16, or (ii) are payable to a non-Affiliated third party by a Party pursuant to an obligation to indemnify under Section 5.3 or Section 5.4, as applicable.

(c) Notwithstanding anything in this Agreement to the contrary, Licensor shall not be liable to Licensee or any of its Representatives for any Losses caused by or resulting from any temporary variation, interruption or failure to provide any service or utility that is required to be provided by Licensor pursuant to this Agreement; provided that such interruption is not caused by Licensor's gross negligence or intentional misconduct.

(d) Licensee's use of the Premises shall be at its own risk and expense and, in granting the license afforded by this Agreement, Licensor assumes no responsibility or liability whatsoever to any person, including Licensee, for any injury, including death, or property damage caused by, attributable to or resulting from Licensee's acts, omissions or use of the Premises, unless caused by the gross negligence or willful misconduct of Licensor.

(e) Licensor and Licensee hereby release each other and their respective Representatives from any claims for damage or injury to their respective real and personal property in, on or about the Premises that are caused by or resulting from any risk actually insured against (or required to be insured against hereunder) under the All Risk insurance.

Section 5.2 **Disclaimer of Warranties**. LICENSEE AGREES TO ACCEPT THE PREMISES ON AN "AS IS" BASIS AND ACKNOWLEDGES THAT, EXCEPT AS EXPRESSLY SET FORTH IN ARTICLE 2 OF THIS AGREEMENT, LICENSOR HAS MADE NO WARRANTY HEREIN, EXPRESS OR IMPLIED, AS TO THE MAINTENANCE OR REPAIR OF THE PREMISES, THE COMMON AREAS, THE CO-LOCATED EQUIPMENT AREAS, THE LICENSEE EQUIPMENT AREAS, THE BUILDING OR THE PROPERTY NOR HAS IT MADE ANY PROMISE TO ALTER, REMODEL OR IMPROVE THE PREMISES, THE COMMON AREAS, THE CO-LOCATED EQUIPMENT AREAS, THE LICENSEE EQUIPMENT AREAS, THE BUILDING OR THE PROPERTY. EXCEPT AS OTHERWISE PROVIDED IN THE SEPARATION AND MERGER AGREEMENTS, LICENSOR HEREBY DISCLAIMS ANY WARRANTIES OF ANY KIND WITH RESPECT TO THE NATURE, CONDITION OR QUALITY OF THE PREMISES OR THE RESULTS THAT WILL BE OBTAINED BY USING THE PREMISES, THE COMMON AREAS, THE CO-LOCATED EQUIPMENT AREAS, THE LICENSEE EQUIPMENT AREAS, THE BUILDING OR THE PROPERTY. LICENSEE EXPRESSLY AFFIRMS THAT, EXCEPT FOR ANY REPRESENTATIONS OR WARRANTIES EXPRESSLY SET FORTH IN THE SEPARATION AND MERGER AGREEMENTS, IT IS NOT RELYING ON ANY WARRANTIES OR CONDITIONS, EXPRESS OR IMPLIED, OF LICENSOR OR ITS AFFILIATES IN ENTERING INTO THIS AGREEMENT AND ACKNOWLEDGES AND AGREES TO THE DISCLAIMERS IN THIS SECTION 5.2.

Section 5.3 **Indemnification by Licensee**. Licensee shall indemnify, defend and hold harmless Licensor, each its equityholders, members, partners, agents, representatives, directors, officers and employees (collectively, the "Licensor Indemnitees") from and against, and shall pay and reimburse each of the Licensor Indemnitees for, any and all Losses incurred or sustained by, or imposed upon, the Licensor Indemnitees to the extent arising out of claims made or threatened by non-Affiliated third parties arising from, out of, or in connection with, any property damage or bodily harm arising in connection with (a) the use or occupancy of the Premises by Licensee or any of its Representatives, or any act, omission, activity, work or other thing done, permitted or suffered by Licensee or its Representatives in or about the Premises or Building, except to the extent caused by the gross negligence or willful misconduct of a Licensor Indemnitee, or (b) any breach or default in the performance of any obligation on Licensee's part to be performed under the terms of this Agreement.

Section 5.4 **Indemnification Procedures**.

(a) All claims for indemnification pursuant to Section 5.3 shall be made in accordance with the indemnification procedures set forth in Article 6 of the Separation Agreement; provided, however, that Article 6 of the Separation Agreement is referenced here solely for the purpose of providing procedures for making claims for indemnification under this Agreement and no substantive limitations on the nature, scope, or amount of indemnification stated expressly or by implication, or incorporated by reference, in Article 6 of the Separation Agreement shall apply to claims for indemnification pursuant to Section 5.3. The nature, scope, and amount of any indemnification pursuant to Section 5.3 shall be determined solely by reference to Section 5.3, as applicable, and the terms of this Agreement.

(b) No right of indemnification shall exist under this Agreement with respect to matters for which indemnification may reasonably be claimed under the Separation Agreement, it being the intent of the Parties that claims that are addressed under the Separation Agreement shall be governed solely by the Separation Agreement , as applicable. No right of indemnification shall exist under the Separation Agreement for claims arising out of or relating to this Agreement, it being the intent of the Parties that claims shall be governed solely by the provisions of this Agreement. Notwithstanding the foregoing, no claim for indemnification under this Agreement shall be denied solely based on the preceding two sentences if such claim was initially bought under the Separation Agreement and denied because the subject matter of such claim was reasonably believed to be covered under the indemnification provisions of this Agreement.

ARTICLE 6
TERM AND TERMINATION

Section 6.1 **Term**. This Agreement shall become effective on the Closing Date and, unless terminated earlier pursuant to Section 6.2, shall continue on a month-to-month basis, except that in no event shall the term of this Agreement exceed the Maximum Duration from the Effective Date unless an extension to the term is agreed by the Licensor; provided that in the event that the Closing Date is not the same day as the first calendar day of the month in which the Closing occurs (the "Effective Date"), this Agreement shall be deemed effective as of the Effective Date for tax, accounting and Settlement Statement purposes. In the event the TSA is terminated prior to the expiration date set forth therein due to a breach by Licensee (as defined in the TSA), this Agreement shall immediately terminate therewith.

Section 6.2 **Termination**. This Agreement may be terminated at any time:

(a) by the mutual written consent of Licensor and Licensee;

(b) by either Party for a material breach of this Agreement by the other Party that is not cured within thirty (30) days after written notice delivered to such other Party by the terminating Party; or

(c) by Licensee upon thirty (30) days' prior written notice delivered to Licensor.

Section 6.3 **Licensee's Obligations on Termination**. Upon the expiration or termination of this Agreement, Licensee shall surrender the Premises and all the Licensor's Fixtures and Personal Property in Premises therein with all improvements in substantially the same order and condition as they were as of the Closing Date (except for any reasonable wear, tear or casualty damage) and to which Licensor consented to the extent required under Section 2.6 and the removal of which from the Premises and Building is not required by Licensor in accordance with Section 2.6). In addition, upon the expiration or termination of this Agreement, Licensee shall, without expense to Licensor, within ten (10) days of expiration, remove or cause to be removed from the Premises: (a) all debris and rubbish caused or created by Licensee or its employees, agents or invitees; and (b) any cabling and any and all furniture, fixtures, equipment, in each case installed by Licensee; and (c) other articles of personal property of Licensee in the Premises. Licensee shall, at Licensee's sole cost and expense, repair all damage or injury that may occur to the Premises or the Building caused by Licensee's removal of such items and shall restore the Premises and Building to their condition immediately prior to such removal. If any of Licensee's equipment, or other personal property is not removed from the Premises and Building by Licensee within ten (10) days after the expiration or the earlier termination of this Agreement, then Licensor may keep, remove, discard, dispose of, or store the same at Licensee's cost and expense, without any liability whatsoever to Licensor.

With respect to Licensee's removal of Licensee's Trade Fixtures and Equipment: Licensee and/or Licensee's contractors shall (i) remove all of Licensee's Trade Fixtures and Equipment and dissemble as needed to make same ready for transport, (ii) restore the areas of the Building in which Licensee's Trade Fixtures and Equipment were located to a broom clean condition including: (x) safely capping supply and discharge lines (electrical, liquids, gas, etc.) to the logical distribution or junction points, and (y) repairing any damage or holes to concrete, flowing, walls or ceilings, or other parts of the Building resulting from the removal of Licensee's Trade Fixtures and Equipment. Licensee shall be responsible for paying all other expenses associated with the removal and transportation of Licensee's Trade Fixtures and Equipment. Licensor and Licensee shall cooperate to define the exact timing for the removal of Licensee's Trade Fixtures and Equipment; provided, such removal and transportation shall be completed within thirty (30) days following the date of expiration or termination of this Agreement. Licensor agrees, from and after the date of such expiration or termination, to provide, or cause its relevant Subsidiaries to provide, Licensee, its agents and employees access to those areas of the Premises housing Licensee's Trade Fixtures and Equipment during reasonable business hours and upon reasonable notice for the purposes of facilitating the removal and transportation of the Licensee's Trade Fixtures and Equipment. During any such period, Licensee's insurance and indemnity obligations hereunder shall continue.

If any of Licensee's equipment, personal property or Licensee's Trade Fixtures and Equipment are not removed from the Premises and Building by Licensee within the time periods set forth in this Section 6.3 above, then Licensor may keep, remove, discard, dispose of, or store the same at Licensee's cost and expense, without any liability whatsoever to Licensor, and Licensee shall reimburse Licensor for those costs promptly upon demand.

Section 6.4. Additional Requirements for Exit/Termination of Technical Spaces. No later than fifteen (15) days prior to the exit of Technical Space by Licensee, Licensee and Licensor (through their designees) shall meet to discuss and agree upon exit procedures (the "Exit Meeting"). In advance of the Exit Meeting, Licensor agrees to disclose the location, quantities and types of Hazardous Substances stored on the Premises, and to provide a proposal for safe removal, transportation, cleaning and/or disposal of such Hazardous Substances (the "Exit Plan"), which shall be subject to Licensee's approval, in its reasonable discretion. In the event that Licensee fails to obtain an approved Exit Plan or fails to exit the Technical Space in accordance with the approved Exit Plan, then Licensor shall take such action as Licensor deems reasonably necessary to ensure that Hazardous Substances are safely removed, transported, cleaned, and disposed of at Licensee's sole cost and expense, without any liability whatsoever to Licensor, and Licensee shall reimburse Licensor for those costs promptly upon demand.

Section 6.5 **Effect of Termination**. Upon termination of this Agreement pursuant to Section 6.2, this Agreement shall forthwith become null and void; provided that the provisions of Article 3, Section 4.3, Article 5, Section 6.3, Section 6.4 and Article 7 shall survive the termination of this Agreement and shall remain valid and binding obligations of the Parties in accordance with their terms.

ARTICLE 7
MISCELLANEOUS

Section 7.1 **Fees and Expenses**. Except as otherwise expressly provided in this Agreement, all costs and expenses incurred, including fees and disbursements of counsel, financial advisors, accountants and consultants, in connection with this Agreement and the transactions contemplated hereby shall be borne by the Party incurring such costs and expenses; provided, however, that in the event this Agreement is terminated or expires in accordance with its terms, the obligations of each Party to bear its own costs and expenses will be subject to any rights of such Party arising from a breach of this Agreement by the other Party prior to such termination or expiration.

Section 7.2 **Notices**. All notices or other communications to be delivered in connection with this Agreement shall be in writing (including by e-mail, provided, that e-mail shall not constitute notice for any purpose hereunder) and shall be deemed to have been properly delivered, given and received (a) on the date of delivery if delivered by hand during normal business hours of the recipient during a Business Day, otherwise on the next Business Day, (b) on the date of successful transmission if sent via facsimile during normal business hours of the recipient during a Business Day, otherwise on the next Business Day, or (c) on the date of receipt by the addressee if sent (i) by a nationally recognized overnight courier or (ii) by registered or certified mail, return receipt requested, and if received on a Business Day, and otherwise on the next Business Day. Such notices or other communications must be sent to each respective Party at the Notice Addresses set forth on the Summary Sheet (or at such other notice address as shall be specified by a Party in a notice given in accordance with this Section 7.2).

Section 7.3 **Entire Agreement**. This Agreement (including the Summary Sheet), the Separation and Merger Agreements, the other Transaction Documents and any other agreements, instruments or documents being or to be executed and delivered by a Party or any of its Affiliates pursuant to or in connection with this Agreement constitute the sole and entire agreement of the Parties with respect to the subject matter contained herein and therein, and supersede all other prior representations, warranties, understandings and agreements, both written and oral, with respect to such subject matter.

Section 7.4 **Amendment**. This Agreement (including the Summary Sheet) shall not be amended, modified or supplemented except by an instrument in writing specifically designated as an amendment hereto and executed by each of the Parties.

Section 7.5 **Waivers.** Either Party may, at any time, (a) extend the time for the performance of any of the obligations or other acts of the other Party or (b) waive compliance by the other Party with any of the agreements or conditions contained herein. No waiver by any Party of any of the provisions hereof shall be effective unless expressly set forth in a written instrument executed and delivered by the Party so waiving. No waiver by any Party of any breach of this Agreement shall operate or be construed as a waiver of any preceding or subsequent breach, whether of a similar or different character, unless expressly set forth in such written waiver. Neither any course of conduct or failure or delay of any Party in exercising or enforcing any right, remedy or power hereunder shall operate or be construed as a waiver thereof, nor shall any single or partial exercise of any right, remedy or power hereunder, or any abandonment or discontinuance of steps to enforce such right, remedy or power, or any course of conduct, preclude any other or further exercise thereof or the exercise of any other right, remedy or power.

Section 7.6 **Severability**. If any term or provision of this Agreement is invalid, illegal or incapable of being enforced in any situation or in any jurisdiction, such invalidity, illegality or unenforceability shall not affect the validity, legality or enforceability of any other term or provision hereof or the offending term or provision in any other situation or any other jurisdiction, so long as the economic or legal substance of the transactions contemplated hereby is not affected in any manner materially adverse to either Party. Upon any such determination that any term or other provision is invalid, illegal or incapable of being enforced, the Parties shall negotiate in good faith to modify this Agreement so as to effect the original intent of the Parties as closely as possible, in a mutually acceptable manner, in order that the transactions contemplated hereby be consummated as originally contemplated to the fullest extent possible under applicable Law.

Section 7.7 **No Third Party Beneficiaries**. Except to the extent provided in Section 5.3 and Section 5.4 (in each case, the provisions of which shall inure to the benefit of the Persons referenced therein as third party beneficiaries of such provisions, including as applicable, Licensor Indemnitees and Licensee Indemnitees), this Agreement shall be binding upon and inure solely to the benefit of each Party and its successors and permitted assigns, and nothing in this Agreement, express or implied, is intended to or shall be construed to confer upon any other Person any legal or equitable rights, benefits or remedies of any nature whatsoever under or by reason of this Agreement. This Agreement may be amended or terminated, and any provision of this Agreement may be waived, in accordance with the terms hereof without the consent of any Person other than the Parties.

Section 7.8 **Assignment**. Neither this Agreement nor any of the rights, interests or obligations hereunder may be assigned or delegated, in whole or in part, directly or indirectly, by operation of Law or otherwise (including by merger, contribution, spin-off or otherwise), by either Party without the prior written consent of the other Party, and any purported assignment or delegation in contravention of this Section 7.8, and any further license by Licensee of the use of the Premises or permission to occupy any part thereof by any Person other than Licensee's Representatives, shall be null and void and of no force and effect. Notwithstanding the preceding sentence, either Party may, without the prior written consent of the other Party, assign its rights under this Agreement, in whole or in part, to one or more of its Subsidiaries upon prior written notice to the other Party; provided, however, that no such assignment shall relieve such assigning Party of its obligations hereunder; provided, further, that if any such assignment increases the Taxes borne by Licensor, Licensee shall indemnify, defend and hold harmless the Licensor Indemnitees from and against, and shall pay and reimburse each of the Licensor Indemnitees for, such increases and any and all Losses, incurred or sustained by, or imposed upon, the Licensor Indemnitees to the extent arising out of such matter. Subject to the preceding sentences of this Section 7.8, this Agreement shall be binding upon, shall inure to the benefit of and shall be enforceable by the Parties and their respective successors and permitted assigns. Notwithstanding anything herein to the contrary, if Licensor shall sell the Property or any part thereof after the Closing Date, Licensor shall cause the purchaser to enter into a contractually binding agreement with Licensee under which such purchaser agrees to recognize Licensee's rights hereunder.

Section 7.9 Dispute Resolution.

(a) Any claim, disagreement or dispute between the Parties arising out of or relating to this Agreement or any of the transactions contemplated by this Agreement (a "Dispute") shall be resolved in the manner provided in this Section 7.9. The Parties shall attempt to resolve any Dispute by negotiating in good faith for a period of thirty (30) days after receipt by either Party of a written notice of the Dispute from the other Party (the "Negotiation Period"). The written notice shall identify, with reasonable particularity, each matter or issue that is the subject of the Dispute, a summary of the basis for the Party's position with respect to each such matter or issue and the relief being requested by the Party. Subject to Section 7.9(b), no Party shall commence any Legal Proceeding in respect of any Dispute (i) until the expiration of the Negotiation Period; or (ii) if the other Party has refused to participate or has not reasonably participated in the required negotiation process in good faith set forth in this Section 7.9(a).

(b) Notwithstanding anything to the contrary provided in this Section 7.9, either Party may at any time, in connection with any Dispute, apply for temporary injunctive or other provisional judicial relief pursuant to Section 7.10 if, in such Party's sole judgment, such action is necessary to avoid irreparable damage or to preserve the status quo until such time as such Dispute is otherwise resolved in accordance with this Section 7.9. Any such action pursuant to Section 7.10 shall not relieve any Party of its obligation to fully comply with this Section 7.9 promptly following commencement of any such action.

Section 7.10 Governing Law; Submission to Jurisdiction; Waiver of Jury Trial.

(a) This Agreement and all matters arising out of or relating to this Agreement or any of the transactions contemplated hereby, including all rights of the Parties (whether sounding in contract, tort, common or statutory law, equity or otherwise), shall be interpreted, construed and governed by and in accordance with the internal Laws of the State of Delaware without giving effect to any choice or conflict of law provision or rule (whether of the State of Delaware or any other jurisdiction) that would cause the application of the Law of any jurisdiction other than those of the State of Delaware.

(b) Subject to Section 7.9, each of the Parties (i) consents to submit itself to the exclusive jurisdiction of the Court of Chancery of the State of Delaware in any Legal Proceeding arising out of or relating to this Agreement or any of the transactions contemplated by this Agreement (or, in the event, but only in the event, that such court does not have subject matter jurisdiction over such Legal Proceeding, the Superior Court of the State of Delaware (Complex Commercial Division)) or if the subject matter jurisdiction over such Legal Proceeding is vested exclusively in the federal courts of the United States of America, the United States District Court for the District of Delaware located in Wilmington, Delaware, (ii) agrees that all claims in respect of any such Legal Proceeding may be heard and determined in any such court, (iii) agrees that it shall not attempt to deny or defeat such jurisdiction by motion or other request for leave from any such court, (iv) agrees not to bring any Legal Proceeding arising out of or relating to this Agreement or any of the transactions contemplated by this Agreement (whether in contract, tort, common or statutory law, equity or otherwise) in any other court and (v) agrees that a final, non-appealable judgment in any such Legal Proceeding shall be conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by applicable Law. Each of the Parties waives any defense of inconvenient forum to the maintenance of any Legal Proceeding brought in accordance with this Section 7.10(b). Each of the Parties agrees that the service of any process, summons, notice or document in connection with any such Legal Proceeding in the manner provided in Section 7.2 or in such other manner as may be permitted by applicable Law, will be valid and sufficient service thereof.

(c) EACH PARTY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LEGAL PROCEEDING ARISING OUT OF OR RELATING TO THIS AGREEMENT OR ANY OF THE TRANSACTIONS CONTEMPLATED BY THIS AGREEMENT. EACH PARTY (i) CERTIFIES THAT NO REPRESENTATIVE OF THE OTHER PARTY HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH OTHER PARTY WOULD NOT, IN THE EVENT OF LITIGATION, SEEK TO ENFORCE THE FOREGOING WAIVER, (ii) ACKNOWLEDGES THAT IT AND THE OTHER PARTY HAVE BEEN INDUCED TO ENTER INTO THIS AGREEMENT BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS IN THIS SECTION 7.10(c), (iii) UNDERSTANDS AND HAS CONSIDERED THE IMPLICATIONS OF THIS WAIVER AND (iv) MAKES THIS WAIVER VOLUNTARILY.

Section 7.11 **Exclusive Remedies**. Except as otherwise provided in this Agreement, any and all remedies herein expressly conferred upon a Party pursuant to this Agreement shall be deemed cumulative with, and not exclusive of, any other remedy expressly conferred hereby, and the exercise by a Party of any one such remedy will not preclude the exercise of any other such remedy; provided, however, that subject to a Party's right to bring a claim for material breach of contract against the other Party arising from or related to this Agreement (it being understood that Licensee's failure to pay License Fees or other charges required to be paid pursuant to this Agreement constitutes a material breach irrespective of amount), such remedies provided to the Parties pursuant to this Agreement will be the sole and exclusive remedies of the Parties with respect to claims or Disputes arising out of or relating to this Agreement or any of the transactions contemplated by this Agreement. Each of the Parties agrees that, in the event of any breach or threatened breach of any provision of this Agreement by such Party, the other Party shall be entitled to an injunction or injunctions, specific performance and other equitable relief to prevent or restrain breaches or threatened breaches hereof and to specifically enforce the terms and provisions hereof.

Section 7.12 Interpretation; Construction.

(a) The articles, titles and headings to Sections herein are inserted for convenience of reference only and are not intended to be a part of or to affect the meaning or interpretation of this Agreement. Except as otherwise indicated, (i) all references in this Agreement to "Articles," "Sections," "Recitals," and "Appendices" (if any) are intended to refer to Articles, Sections, Recitals and Appendices to this Agreement. The introductory paragraph, Recitals, and Appendices referred to herein shall be construed with and as an integral part of this Agreement to the same extent as if they were set forth verbatim herein. Any capitalized terms used in any Recital or Appendix but not otherwise defined therein shall be defined as set forth in this Agreement unless the context otherwise requires. Neither the making nor the acceptance of this Agreement shall enlarge, restrict or otherwise modify the terms of the Separation and Merger Agreements or constitute a waiver or release by Licensor or Licensee of any liabilities, obligations or commitments imposed upon them by the terms of the Separation and Merger Agreements, including the representations, warranties, covenants, agreements and other provisions of the Separation and Merger Agreements. Notwithstanding any other provision of this Agreement to the contrary, in the event and to the extent that there shall be a conflict between the provisions of this Agreement and the provisions of the Separation and Merger Agreements, the provisions of the Separation and Merger Agreements shall control (unless this Agreement expressly provides otherwise).

(b) For purposes of this Agreement: (i) "include," "includes" or "including" shall be deemed to be followed by "without limitation"; (ii) "hereof," "herein," "hereby," "hereto" and "hereunder" shall refer to this Agreement as a whole and not to any particular provision of this Agreement; (iii) "extent" in the phrase "to the extent" shall mean the degree to which a subject or other item extends and shall not simply mean "if"; (iv) "dollars" and "$" shall mean United States dollars; (v) the singular includes the plural and vice versa; (vi) reference to a gender includes the other gender; (vii) "any" shall mean "any and all"; (viii) "or" is used in the inclusive sense of "and/or"; (ix) reference to any agreement, document or instrument means such agreement, document or instrument as amended, supplemented, modified and in effect from time to time in accordance with its terms; and (x) reference to any Law means such Law as amended from time to time and includes any successor legislation thereto and any regulations promulgated thereunder.

(c) The language used in this Agreement shall be deemed to be the language chosen by the Parties to express their mutual intent, and no rule of strict construction shall be applied against either Party. The Parties have participated jointly in the negotiation and drafting of this Agreement with the benefit of competent legal representation and, in the event that 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 either Party by virtue of the authorship of any provisions hereof.

Section 7.13 **Counterparts and Electronic Signatures**. This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original and all of which, when taken together, shall be deemed to be one and the same agreement. A signed copy of this Agreement transmitted by facsimile, email or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original executed copy of this Agreement for all purposes.

Section 7.14 **Further Assurances**. The Parties shall use good faith efforts to cooperate with each other in all matters contemplated by this Agreement. Such cooperation shall include (a) exchanging information, (b) performing true-ups and adjustments and (c) seeking all Consents and Permits necessary to permit each Party to perform its obligations hereunder; provided, however, that no Party shall be required to relinquish or forbear any rights, or incur any out-of-pocket costs, expenses, fees, levies or charges, in connection with obtaining such Consents and Permits.

Section 7.15 **Relationship of the Parties**. Nothing contained in this Agreement shall be deemed or construed as creating a joint venture or partnership between the Parties hereto. No Party is by virtue of this Agreement authorized as an agent, employee or legal representative of the other Party. No Party shall have the power to control the activities and operations of the other and their status is, and at all times shall continue to be, that of independent contractors with respect to each other. No Party shall have any power or authority to bind or commit the other Party. No Party shall hold itself out as having any authority or relationship in contravention of this Section 7.15. No legal title or leasehold in the Premises is created or vested in Licensee by grant of the license afforded by this Agreement. Licensee's use of the Premises hereunder shall not ripen into any title or leasehold in and to the Premises, and Licensee shall not make any claim of right, title or leasehold in or to the Premises. Nothing in this Agreement shall be deemed to create a landlord-tenant relationship between the Parties. Licensee acknowledges and agrees that, upon Licensee's failure to surrender the Premises immediately upon the expiration or earlier termination of this Agreement, Licensee shall be considered a trespasser and Licensor shall have all rights and remedies available at law or in equity. In addition, Licensee shall be liable for any costs incurred by Licensor in removing Licensee from the Premises, and for any and all other costs, expenses, or damages which Licensor may incur, as a result of Licensee's failure to timely surrender possession of the Premises to Licensor immediately upon the expiration or earlier termination of this Agreement.

Section 7.16 **Confidentiality**.

(a) The Parties acknowledge that in connection with the transactions contemplated by this Agreement, either Party or any of its Affiliates or its or their respective Representatives (such Party, the "Receiving Party") may obtain access to Confidential Information of the other Party or any of its Affiliates or its or their respective Representatives (such Party, the "Disclosing Party"). Except as to Confidential Information exclusively relating to the Transferred Assets or the SpinCo Business that was already known by Licensor, any of its Affiliates, or any of its or their respective Representatives as of the Closing, which information shall be treated in accordance with the terms set forth in Section 7.2 of the Separation Agreement, the Receiving Party shall refrain from (i) using any Confidential Information of the Disclosing Party except for the purpose of providing or supporting the transactions contemplated by this Agreement and (ii) disclosing any Confidential Information of the Disclosing Party to any Person, except to such Receiving Party's Affiliates and its and their respective Representatives and independent contractors as is reasonably required in connection with the exercise of each Party's rights and obligations under this Agreement (and only subject to disclosure restrictions consistent with those set forth herein). In the event that the Receiving Party is required by any applicable Law or order to disclose any such Confidential Information, the Receiving Party shall (A) to the extent permissible by such applicable Law or order, provide the Disclosing Party with prompt and, if practicable, advance, written notice of such requirement, (B) disclose only that information that the Receiving Party determines (with the advice of counsel) is required by such applicable Law or order to be disclosed and (C) use reasonable efforts to preserve the confidentiality of such Confidential Information, including by, at the Disclosing Party's request, reasonably cooperating with the Disclosing Party to obtain an appropriate protective order or other reliable assurance that confidential treatment shall be accorded such Confidential Information (at the Disclosing Party's sole cost and expense). With respect to Representatives of Licensee or any of its Affiliates that, prior to the Closing, were Representatives of Licensor or any of its Affiliates, nothing in this Section 7.16 shall vitiate such Representative's confidentiality obligations owed to Licensor or any of its Affiliates (other than with respect to Confidential Information related exclusively to the SpinCo Business in accordance with the Separation Agreement) as a consequence of such Representative's former relationship with Licensor or any of its Affiliates.

(b) The Parties acknowledge that the Premises will not be separately demised within the Building and there will be no physical boundary preventing any Representative of (i) Licensor from entering the Premises or (ii) Licensee from entering the Excluded Areas, each of which will contain Confidential Information of the applicable Party. Each Party agrees to use commercially reasonable efforts to minimize its exposure to Confidential Information of the other Party and further to minimize the visibility and accessibility of its own Confidential Information within (A) the Premises, the Common Areas, the Co-Located Equipment Areas, and the Licensee Equipment Areas, with respect to Confidential Information of Licensee or any of its Affiliates, or (B) the Excluded Areas, the Common Areas, and the Co-Located Equipment Areas, with respect to Confidential Information of Licensor or any of its Affiliates.

Section 7.17 **Time is of the Essence**. Time is of the essence of this Agreement.

[*Signature Pages Follow*]

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed as of the date first written above by their respective officers thereunto duly authorized.

LICENSORS:

3M COMPANY

By: /s/ Jeffrey Lavers
Name:Jeffrey Lavers
Title: Group President

3M DO BRASIL LTDA.

By: /s/ Jeffrey Lavers
Name: Jeffrey Lavers
Title: Attorney-in-fact

3M THAILAND LIMITED

By: /s/ Jeffrey Lavers
Name: Jeffrey Lavers
Title: Attorney-in-fact

3M INDIA LIMITED

By: /s/ Jeffrey Lavers
Name: Jeffrey Lavers
Title: Attorney-in-fact

3M CHINA LIMITED

By: /s/ Jeffrey Lavers
Name: Jeffrey Lavers
Title: Attorney-in-fact

[*Signature Page to Master Real Estate License Agreement*]

3M KOREA LIMITED

By: /s/ Jeffrey Lavers
Name:Jeffrey Lavers
Title: Attorney-in-fact

3M AUSTRALIA PTY LIMITED

By: /s/ Jeffrey Lavers
Name: Jeffrey Lavers
Title: Attorney-in-fact

3M UNITED KINGDOM PUBLIC LIMITED COMPANY

By: /s/ Jeffrey Lavers
Name: Jeffrey Lavers
Title: Attorney-in-fact

3M JAPAN LIMITED

By: /s/ Jeffrey Lavers
Name: Jeffrey Lavers
Title: Attorney-in-fact

3M COLUMBIA S.A.

By: /s/ Jeffrey Lavers
Name: Jeffrey Lavers
Title: Attorney-in-fact

[*Signature Page to Master Real Estate License Agreement*]

3M DIGITAL SCIENCE COMMUNITY

By: /s/ Jeffrey Lavers
Name:Jeffrey Lavers
Title: Attorney-in-fact

3M ARGENTINA STOCK COMPANY

By: /s/ Jeffrey Lavers
Name: Jeffrey Lavers
Title: Attorney-in-fact

P.T. 3M INDONESIA

By: /s/ Jeffrey Lavers
Name: Jeffrey Lavers
Title: Attorney-in-fact

3M ESPANA, S.L.

By: /s/ Jeffrey Lavers
Name: Jeffrey Lavers
Title: Attorney-in-fact

3M CANADA COMPANY - COMPAGNIE

By: /s/ Jeffrey Lavers
Name: Jeffrey Lavers
Title: Attorney-in-fact

[*Signature Page to Master Real Estate License Agreement*]

3M MEXICO SOCIEDAD ANONIMA DE CAPITAL VARIABLE

By: /s/ Jeffrey Lavers
Name:Jeffrey Lavers
Title: Attorney-in-fact

3M PHILLIPINES INC.

By: /s/ Jeffrey Lavers
Name: Jeffrey Lavers
Title: Attorney-in-fact

3M CHILE S.A.

By: /s/ Jeffrey Lavers
Name: Jeffrey Lavers
Title: Attorney-in-fact

3M WROCLAW SPOLKA Z.O.O.

By: /s/ Jeffrey Lavers
Name: Jeffrey Lavers
Title: Attorney-in-fact

[*Signature Page to Master Real Estate License Agreement*]

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed as of the date first written above by their respective officers thereunto duly authorized.

LICENSEES:

NEOGEN BIO-SCIENTIFIC TECHNOLOGY (SHANGHAI) CO LTD.

By: /s/ John E. Adent
Name:John E. Adent
Title: Authorized Signatory

NEOGEN FOOD AND ANIMAL SECURITY (INDIA) PVT, LTD.

By: /s/ John E. Adent
Name:John E. Adent
Title: Director

NEOGEN JAPAN KABUSHIKI KAISHA

By: /s/ Amy M. Rocklin
Name:Amy M. Rocklin
Title: Representative Director

NEOGEN KOREA LIMITED

By: /s/ John E. Adent
Name:John E. Adent
Title: Representative Director

[*Signature Page to Master Real Estate License Agreement*]

NEOGEN POLAND SP. ZOO

By: /s/ John E. Adent
Name:John E. Adent
Title: Management Board Member

NEOGEN AUSTRALASIA PTY LTD.

By: /s/ John E. Adent
Name:John E. Adent
Title: Director

By: /s/ Jason Lily
Name: Jason Lily
Title: Director

THAI-NEO BIIOTECH CO., LTD

By: /s/ Jason Lily
Name:Jason Lily
Title: Authorized Director

NEOGEN IRELAND LIMITED

By: /s/ John E. Adent
Name:John E. Adent
Title: Director

By: /s/ Jason Lily
Name: Jason Lily
Title: Director

[*Signature Page to Master Real Estate License Agreement*]

NEOGEN CHILE SPA

By: /s/ Andres Penez
Name: Andres Penez
Title: External Legal Consultant

NEOGEN COLOMBIA S.A.S.

By: /s/ Pierre Belhadj
Name: Pierre Belhadj
Title: Director

NEOGEN ARGENTINA, S.A.

By: /s/ Brian Franklin
Name: Brian Franklin
Title: President

NEOGEN LATINOAMERICA S.A.P.I. DE C.V.

By: /s/ Pierre Belhadj
Name: Pierre Belhadj
Title: Legal Representative

GARDEN SPINCO CORPORATION

By: /s/ Jerry T. Will
Name: Jerry T. Will
Title: Vice President

[*Signature Page to Master Real Estate License Agreement*]

GARDEN UK SPINCO LIMITED

By: /s/ Jerry T. Will
Name:Jerry T. Will
Title: Director

GARDEN BRASIL LTDA

By: /s/ Jerry T. Will
Name:Jerry T. Will
Title: Attorney-in-fact

[*Signature Page to Master Real Estate License Agreement*]

Exhibit 99.1

FOR IMMEDIATE RELEASE

Neogen Completes 3M Food Safety Business Merger

Combination creates an innovative leader in the food safety sector with a comprehensive product range and a strategic focus on the category's long-term growth opportunities

LANSING, Mich., Sept. 1, 2022 — Neogen Corporation (NASDAQ: NEOG) announced today that it has completed the previously announced merger with 3M's Food Safety business to create an innovative leader in the food safety sector with a comprehensive product range and a strategic focus on the category's long-term growth opportunities. The transaction was first announced on December 14, 2021.

The combination of Neogen and 3M's Food Safety business creates a leading innovator with an enhanced geographic footprint, innovative product offerings, digitization capabilities, and financial flexibility to capitalize on robust growth trends in sustainability, food safety, and supply chain integrity.

As part of the terms of the agreement, two additional Directors will be appointed to Neogen's Board of Directors shortly after close, increasing Neogen's Board to a total of 10 members.

"We welcome the former 3M Food Safety team to the Neogen family and are thrilled to unite two organizations with a shared focus of being a leading company in the development of solutions for food and animal safety. Together, we will be at the forefront of food safety and digitization, positioning Neogen as an innovative global industry leader," said John Adent, Neogen's President and Chief Executive Officer.

3M's former Food Safety business is a leading provider of food safety testing solutions. It offers a broad range of food safety testing solutions that support multiple industries within food and beverage, helping producers to prevent and protect consumers from foodborne illnesses. The business has built a broad global presence with products used in more than 60 countries and a diversified revenue base of more than 100,000 end-user customers.

Under the terms of the definitive agreements, which involve a tax-free "Reverse Morris Trust" structure, existing Neogen shareholders will continue to own approximately 49.9% of the combined company, and 3M shareholders will receive approximately 50.1% of the combined company.

Centerview Partners LLC served as exclusive financial advisor, J.P. Morgan Securities LLC served as capital markets advisor and Weil, Gotshal & Manges LLP served as legal counsel to Neogen.

Goldman Sachs & Co. LLC served as exclusive financial advisor and Wachtell, Lipton, Rosen & Katz served as legal counsel to 3M. JPMorgan Chase Bank, N.A. and Goldman Sachs Bank USA and JP Morgan Securities provided committed financing for the transaction.

About Neogen

Neogen Corporation develops and markets comprehensive solutions dedicated to food and animal safety, operating with the intention to "Every day, protect the people and animals we care about." The company's Food Safety segment markets dehydrated culture media and diagnostic test kits to detect foodborne bacteria, natural toxins, food allergens, drug residues, plant diseases, and sanitation concerns. Neogen's Animal Safety segment is a leader in the development of genomic solutions along with the manufacturing and distribution of a variety of animal healthcare products, including diagnostics, pharmaceuticals, veterinary instruments, wound care, and disinfectants, as well as rodent and insect control solutions.

Cautionary Note on Forward-Looking Statements

This release includes "forward-looking statements" as that term is defined in Section 27A of the Securities Act of 1933, as amended, and Section 21E of the Securities Exchange Act of 1934, as amended by the Private Securities Litigation Reform Act of 1995, including statements regarding the transaction between Neogen, 3M and Garden SpinCo Corporation ("SpinCo"). These forward-looking statements generally are identified by the words "believe," "project," "expect," "anticipate," "estimate," "forecast," "outlook," "target," "endeavor," "seek," "predict," "intend," "strategy," "plan," "may," "could," "should," "will," "would," "will be," "will continue," "will likely result," or the negative thereof or variations thereon or similar terminology generally intended to identify forward-looking statements. All statements, other than historical facts, including, but not limited to, statements regarding the expected benefits of the transaction, including future financial and operating results and strategic benefits, the tax consequences of the transaction, and the combined Neogen-SpinCo company's plans, objectives, expectations and intentions, legal, economic and regulatory conditions, and any assumptions underlying any of the foregoing, are forward-looking statements.

These forward-looking statements are based on Neogen current expectations and are subject to risks and uncertainties, which may cause actual results to differ materially from Neogen's current expectations. Should one or more of these risks or uncertainties materialize, or should underlying assumptions prove incorrect, actual results may vary materially from those indicated or anticipated by such forward-looking statements. The inclusion of such statements should not be regarded as a representation that such plans, estimates or expectations will be achieved. Important factors that could cause actual results to differ materially from such plans, estimates or expectations include, among others, (1) unexpected costs, charges or expenses resulting from the transaction; (2) uncertainty of the expected financial performance of the combined company following completion of the transaction; (3) failure to realize the anticipated benefits of the transaction, including as a result of delay in integrating the business of Neogen and 3M's food safety business (the "Food Safety Business"); (4) the ability of the combined company to implement its business strategy; (5) difficulties and delays in the combined company achieving revenue and cost synergies; (6) inability of the combined company to retain and hire key personnel; (7) evolving legal, regulatory and tax regimes; (8) changes in general economic and/or industry specific conditions; (9) actions by third parties, including government agencies; (10) the risk that the anticipated tax treatment of the transaction is not obtained; (11) the risk of greater than expected difficulty in separating the Food Safety Business from the other businesses of 3M; and (12) risk factors detailed from time to time in Neogen's reports filed with the U.S. Securities and Exchange Commission (the "SEC"), including Neogen's annual reports on Form 10-K, quarterly reports on Form 10-Q, current reports on Form 8-K and other documents filed with the SEC, including Neogen's registration statement filed on Form S-4, which was declared effective by the SEC on August 4, 2022, and Neogen's definitive proxy statement on Schedule 14A with respect to the special meeting of Neogen shareholders in connection with the transaction filed with the SEC on July 18, 2022, as amended and supplemented. The foregoing list of important factors is not exclusive.

Any forward-looking statements speak only as of the date of this communication. Neogen does not undertake, and expressly disclaims, any obligation to update any forward-looking statements, whether as a result of new information or development, future events or otherwise, except as required by law. Readers are cautioned not to place undue reliance on any of these forward-looking statements.

For more information, contact:

Neogen Media Contact:
Rachael Collins
Brunswick Group
NEOGEN@brunswickgroup.com
(646) 464-4657

Neogen Investor Contact:
Steve Quinlan, Chief Financial Officer
squinlan@Neogen.com
(517) 372-9200

Document and Entity Information	Sep. 01, 2022
Cover [Abstract]	
Document Type	8-K
Amendment Flag	false
Document Period End Date	Sep. 01, 2022
Current Fiscal Year End Date	--05-31
Entity File Number	0-17988
Entity Registrant Name	NEOGEN CORPORATION
Entity Central Index Key	0000711377
Entity Incorporation, State or Country Code	MI
Entity Tax Identification Number	38-2367843
Entity Address, Address Line One	620 Lesher Place
Entity Address, City or Town	Lansing
Entity Address, State or Province	MI
Entity Address, Postal Zip Code	48912
City Area Code	517
Local Phone Number	372-9200
Entity Emerging Growth Company	false
Written Communications	false
Soliciting Material	false
Pre-commencement Tender Offer	false
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Title of 12(b) Security	Common Stock, $0.16 par value per share
Trading Symbol	NEOG
Security Exchange Name	NASDAQ

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 "xbrltype": "normalizedStringItemType"
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 "lang": {
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    "label": "Entity Address, Country"
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  }
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"dei_EntityAddressPostalZipCode": {
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  "en-us": {
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    "documentation": "Code for the postal or zip code",
    "label": "Entity Address, Postal Zip Code"
   }
  }
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"dei_EntityAddressStateOrProvince": {
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    "label": "Entity Address, State or Province"
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  }
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    "label": "Entity Central Index Key"
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  }
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"dei_EntityEmergingGrowthCompany": {
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 "lang": {
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   "role": {
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    "label": "Entity Emerging Growth Company"
   }
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    "en-us": {
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      "label": "Entity File Number"
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      "documentation": "Two-character EDGAR code representing the state or country of incorporation.",
      "label": "Entity Incorporation, State or Country Code"
     }
    }
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      "documentation": "The exact name of the entity filing the report as specified in its charter, which is required by forms filed with the SEC.",
      "label": "Entity Registrant Name"
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      "label": "Entity Tax Identification Number"
     }
    }
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      "label": "Local Phone Number"
     }
    }
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      "label": "No Trading Symbol Flag"
     }
    }
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      "label": "Pre-commencement Issuer Tender Offer"
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      "label": "Pre-commencement Tender Offer"
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    }
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    "en-us": {
     "role": {
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      "label": "Title of 12(b) Security"
     }
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   },
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  "dei_SecurityExchangeName": {
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    "en-us": {
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      "label": "Security Exchange Name"
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  "dei_SolicitingMaterial": {
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      "label": "Soliciting Material"
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  "dei_TradingSymbol": {
   "auth_ref": [],
   "lang": {
    "en-us": {
     "role": {
      "documentation": "Trading symbol of an instrument as listed on an exchange.",
      "label": "Trading Symbol"
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     }
    },
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       "label": "Written Communications"
      }
     }
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  "Publisher": "SEC",
  "Section": "12",
  "Subsection": "b"
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  "Number": "240",
  "Publisher": "SEC",
  "Section": "12",
  "Subsection": "b-2"
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  "Publisher": "SEC",
  "Section": "12",
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  "Subsection": "4c"
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  "Publisher": "SEC",
  "Section": "14d",
  "Subsection": "2b"
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  "Publisher": "SEC",
  "Section": "14a",
  "Subsection": "12"
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  "Publisher": "SEC",
  "Section": "425"
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