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): **March 21, 2011**

LANTHEUS MEDICAL IMAGING, INC.

(Exact name of registrant as specified in its charter)

Delaware	**333-169785**	**51-0396366**
(State or other jurisdiction of incorporation)	(Commission File Number)	(IRS Employer Identification No.)

331 Treble Cove Road, North Billerica, MA 01862
(Address of principal executive offices) (Zip code)

Registrant's telephone number, including area code: **(978) 671-8001**

Not Applicable
(Former name or former address, if changed since last report.)

Check the appropriate box below if the Form 8-K filing is intended to simultaneously satisfy the filing obligation of the registrant under any of the following provisions (see General Instruction A.2. below):

☐ Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)

☐ Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)

☐ Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))

☐ Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))

Item 1.01 Entry into a Material Definitive Agreement.

Issuance of 9.750% Senior Notes due 2017

On March 21, 2011, Lantheus Medical Imaging, Inc. (the "Company") issued $150,000,000 in aggregate principal amount of 9.750% Senior Notes due 2017 (the "New Notes"), which mature on May 15, 2017, as "additional notes" pursuant to an indenture (as supplemented, the "Indenture"), dated as of May 10, 2010, among the Company, the guarantors party thereto and Wilmington Trust FSB, as trustee (the "Trustee"). Prior to the issuance of the New Notes, $250,000,000 aggregate principal amount of 9.750% Senior Notes due 2017 were outstanding. The Indenture provides that the New Notes are general unsecured, senior obligations of the Company and are fully and unconditionally guaranteed on a senior unsecured basis by the Company's parent, Lantheus MI Intermediate, Inc., and by each of the Company's existing and future wholly-owned domestic subsidiaries. The Company will use the net proceeds from the sale of the Notes to, among other things, (i) make a distribution to Lantheus MI Holdings, Inc., the Company's ultimate parent, to allow it to repurchase the remainder of its outstanding preferred stock and to pay a dividend to its common security holders and (ii) pay related fees and expenses. A copy of the press release related to the issuance of the New Notes is attached hereto as Exhibit 99.1 and incorporated herein by reference. A copy of the Indenture is hereby incorporated by reference to Exhibit 4.1 to the Company's Registration Statement on Form S-4 filed with the Securities and Exchange Commission on October 6, 2010 (File Number 333-169785).

The Company will pay interest on the New Notes at 9.750% per annum, semi-annually in arrears on May 15 and November 15 of each year, commencing on May 15, 2011.

The Company may redeem some or all of the New Notes at any time after May 15, 2014, at the redemption prices set forth in the Indenture. The Company may redeem some or all of the New Notes prior to May 15, 2014 at a price equal to 100% of the principal amount of the New Notes redeemed plus accrued and unpaid interest to the redemption date, plus a "make-whole" premium. In addition, the Company may redeem up to 35% of the New Notes until May 15, 2013, with the proceeds of certain equity offerings at a redemption price equal to 109.750% of the principal amount of the New Notes redeemed plus accrued and unpaid interest to the redemption date. If the Company sells certain assets or undergoes certain kinds of changes of control, it must offer to repurchase the New Notes.

The Indenture contains covenants that limit the Company's (and its restricted subsidiaries') ability to, among other things: (i) incur additional debt; (ii) pay dividends or make other distributions; (iii) redeem stock; (iv) issue stock of subsidiaries; (v) make certain investments; (vi) create liens; (vii) enter into transactions with affiliates; and (viii) merge, consolidate or transfer all or substantially all of its assets. These covenants are subject to important exceptions. The Indenture also provides for events of default, which, if any of them occurs, would permit or require the principal, premium, if any, interest and any other monetary obligations on all the then outstanding New Notes to be due and payable immediately.

First Supplemental Indenture

As previously disclosed, on March 14, 2011, the Company, the guarantors party to the Indenture and the Trustee entered into the First Supplemental Indenture to amend the terms of the Indenture to modify the restricted payments covenant to provide for a $150 million restricted payments basket in order to issue the New Notes. The First Supplemental Indenture became operative on March 21, 2011 upon the issuance of the New Notes.

Second Supplemental Indenture

In order to issue the New Notes as "additional notes" under the Indenture, on March 21, 2011, the Company, the guarantors party to the Indenture and the Trustee entered into a Second Supplemental

Indenture. The Second Supplemental Indenture creates and issues the New Notes and consolidates the New Notes with the existing notes issued under the Indenture to create a single series, except for the date of issue and that interest on the New Notes will accrue from November 15, 2010. The Second Supplemental Indenture is attached hereto as Exhibit 4.1 and incorporated herein by reference.

Registration Rights Agreement

On March 21, 2011, in connection with the issuance of the New Notes, the Company entered into a registration rights agreement (the "Registration Rights Agreement") with Jefferies & Company, Inc., as representative of the initial purchasers of the New Notes. The Registration Rights Agreement is attached hereto as Exhibit 4.2 and incorporated herein by reference.

Subject to the terms of the Registration Rights Agreement, among other things, the Company will file a registration statement pursuant to the Securities Act of 1933, as amended (the "Securities Act"), relating to notes (the "Exchange Notes") having identical terms in all material respects as the Notes, except that the Exchange Notes will be registered under the Securities Act. The Registration Rights Agreement requires the Company to use commercially reasonable efforts to cause the registration statement related to the Exchange Notes to be declared effective within 270 days after the issue date of the New Notes. If the Company fails to meet this requirement holders of the New Notes will be entitled to the payment of additional interest. In certain limited circumstances, the Company will be required to file a shelf registration statement to cover resales of the New Notes by holders thereof.

Amendment to Revolving Credit Facility

On March 21, 2011, the Company also entered into an amendment of its existing revolving credit facility with a syndicate of banks and Bank of Montreal, as the administrative agent (the "Amendment"). The Amendment allows the Company to use the net proceeds of the New Notes to make a distribution to Holdings to allow it to repurchase the remainder of its outstanding preferred stock and to pay a dividend to its common security holders. Additionally, the Amendment also increases the consolidated total leverage ratio to accommodate the additional $150.0 million of debt contemplated by this offering and decreases the consolidated interest coverage ratio to accommodate the associated increase in semi-annual interest payments. The Amendment also reduces the effective interest rate for borrowings thereunder. The Amendment is attached hereto as Exhibit 10.1 and incorporated herein by reference.

The foregoing summaries do not purport to be complete and are qualified in their entireties by reference to the Indenture, the Registration Rights Agreement, the First Supplemental Indenture, the Second Supplemental Indenture and the Amendment.

Item 2.03 Creation of a Direct Financial Obligation .

The information set forth under Item 1.01 above is incorporated by reference into this Item 2.03.

Item 3.03 Material Modification to the Rights of Security Holders.

The information set forth under Item 1.01 above regarding the Supplemental Indenture is incorporated by reference into this Item 3.03.

Item 9.01 Financial Statements and Exhibits

(d) Exhibits

Exhibit Number	Description of Exhibits.
4.1	Second Supplemental Indenture, dated March 21, 2011, among Lantheus Medical Imaging, Inc., Lantheus MI Intermediate, Inc. and Lantheus MI Real Estate, LLC as guarantors, and Wilmington Trust FSB.
4.2	Registration Rights Agreement, dated March 21, 2011, by and among Lantheus Medical Imaging, Inc., Jefferies & Company, Inc., as representative of the initial purchasers and the guarantors party thereto.
10.1	Amendment No. 1 to Credit Agreement, dated as of March 21, 2011, among Lantheus Medical Imaging, Inc., as borrower, Lantheus MI Intermediate, Inc. and Lantheus MI Real Estate, LLC, as guarantors, Bank of Montreal, as administrative agent, Harris N.A., as collateral agent and the other lenders party thereto.
99.1	Press Release, dated March 21, 2011, related to the offering of the New Notes.

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.

LANTHEUS MEDICAL IMAGING, INC.

By: /s/ Michael P. Duffy
Name: Michael P. Duffy
Title: Vice President and General Counsel

Date: March 21, 2011

EXHIBIT INDEX

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Exhibit 4.1

SECOND SUPPLEMENTAL INDENTURE

SECOND SUPPLEMENTAL INDENTURE (this "*Supplemental Indenture*"), dated as of March 21, 2011, among Lantheus Medical Imaging, Inc., a Delaware corporation (or its permitted successor) (the " *Issuer*"), Lantheus MI Intermediate, Inc. and Lantheus MI Real Estate, LLC (together, the "*Guarantors*") and Wilmington Trust FSB, as trustee under the Indenture referred to below (the " *Trustee*").

W I T N E S S E T H

WHEREAS, the Issuer and the Guarantors have heretofore executed and delivered to the Trustee an indenture (as supplemented by the First Supplemental Indenture, dated as of March 14, 2011, the "*Indenture*"), dated as of May 10, 2010, that governs the Issuer's existing outstanding $250.0 million aggregate principal amount of 9.750% Senior Notes due 2017 (the " *Existing Notes*");

WHEREAS, Section 3.13 of the Indenture provides that the Issuer shall be entitled, subject to its compliance with Section 10.10 of the Indenture, to issue Additional Notes without notice to or consent of the Holders (as defined in the Indenture) having identical terms and conditions to the Existing Notes;

WHEREAS, Section 9.01 of the Indenture provides, among other things, that the Issuer, the Guarantors and the Trustee may amend the Indenture without the consent of any Holder to provide for the issuance of Additional Notes in accordance with the limitations set forth in the Indenture;

WHEREAS, the execution and delivery of this Supplemental Indenture has been duly authorized and all conditions and requirements necessary to make this Supplemental Indenture a valid and binding agreement of the Issuer and the Guarantors have been duly performed and complied with;

WHEREAS, pursuant to Section 9.01 of the Indenture, the Trustee is authorized to execute and deliver this Supplemental Indenture; and

WHEREAS, the Issuer and the Guarantors, pursuant to the foregoing authority, propose in and by this Supplemental Indenture to amend the Indenture, and request that the Trustee join in the execution of this Supplemental Indenture.

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

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

2. NEW NOTES. Pursuant to Section 3.13 of the Indenture, the Issuer hereby creates and issues $150,000,000 in aggregate principal amount of 9.750% Senior Notes due 2017 (the "*New Notes*") as Additional Notes under the Indenture. The New Notes will be consolidated to form a single series with the Existing Notes, to which the New Notes are identical in all terms and conditions except (i) as to the date of issue and (ii) interest on the New Notes shall accrue from November 15, 2010. The first interest payment date of the New Notes will be May 15, 2011. The New Notes will, when issued, be considered notes issued pursuant to the Indenture for all purposes thereunder and will subject to and take benefit of all the terms, conditions and provisions, including, without limitation, the Guarantees, of the Indenture.

3. AUTHENTICATION OF NEW NOTES. The Trustee shall, pursuant to an authentication order, authenticate the New Notes.

4. RATIFICATION OF INDENTURE; SUPPLEMENTAL INDENTURE PART OF INDENTURE. Except as expressly amended hereby, the Indenture is in all respects ratified and confirmed and all the terms, conditions and provisions thereof shall remain in full force and effect. This Supplemental Indenture shall form a part of the Indenture for all purposes, and every Holder of Notes heretofore or hereafter authenticated and delivered shall be bound hereby.

5. SEVERABILITY. In case any provision in this Supplemental Indenture, the Indenture or in the Notes shall be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

6. GOVERNING LAW. THIS SUPPLEMENTAL INDENTURE SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK.

7. 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.

8. HEADINGS. The Article and Section headings herein are for convenience only and shall not affect the construction hereof.

9. THE TRUSTEE. The Trustee shall not be responsible in any manner whatsoever for or in respect of the recitals contained herein, all of which recitals are made solely by the Issuer and the Guarantors.

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

LANTHEUS MEDICAL IMAGING, INC.

By: /s/ Robert P. Gaffey
Name: Robert P. Gaffey
Title: Chief Financial Officer and Treasurer

LANTHEUS MI INTERMEDIATE, INC.

By: /s/ Robert P. Gaffey
Name: Robert P. Gaffey
Title: Chief Financial Officer and Treasurer

LANTHEUS MI REAL ESTATE, LLC

By: /s/ Robert P. Gaffey
Name: Robert P. Gaffey
Title: Chief Financial Officer and Treasurer

WILMINGTON TRUST FSB, as Trustee

By: /s/ Joseph O'Donnell
Authorized Signatory

Signature Page to Supplemental Indenture

Exhibit 4.2

EXECUTION VERSION

$150,000,000

LANTHEUS MEDICAL IMAGING, INC.

$150,000,000 9.750% of Senior Notes due 2017

REGISTRATION RIGHTS AGREEMENT

March 21, 2011

JEFFERIES & COMPANY, INC.
As Representative of the
Initial Purchasers listed in
Schedule I hereto
c/o Jefferies & Company, Inc.
520 Madison Avenue
New York, New York 10022

Ladies and Gentlemen:

Lantheus Medical Imaging, Inc., a Delaware corporation (the "Company"), is issuing and selling to the several initial purchasers listed in Schedule I hereto (the "Initial Purchasers"), upon the terms set forth in the Purchase Agreement, dated March 16, 2011, by and among Lantheus Medical Imaging, Inc., the Initial Purchasers and the Guarantors named therein (the "Purchase Agreement"), $150,000,000 in aggregate principal amount of 9.750% Senior Notes due 2017 issued by the Company (the "Notes") pursuant to the Indenture (as described below). As an inducement to the Initial Purchasers to enter into the Purchase Agreement, the Company and the Guarantors listed in the signature pages hereto agree with the Initial Purchasers, for the benefit of the Holders (as defined below) of the Notes (including, without limitation, the Initial Purchasers), as follows:

1. **Definitions**

Capitalized terms that are used herein without definition and are defined in the Purchase Agreement shall have the respective meanings ascribed to them in the Purchase Agreement. As used in this Agreement, the following terms shall have the following meanings:

Additional Interest: See Section 4(a).

Advice: See Section 6(w).

Agreement: This Registration Rights Agreement, dated as of the Closing Date, between the Company and the Initial Purchasers.

Applicable Period: See Section 2(e).

Business Day: A day that is not a Saturday, a Sunday or a day on which banking institutions in the City of New York are authorized or required by law or executive order to be closed.

Closing Date: March 21, 2011.

Commission: The Securities and Exchange Commission.

Company: See the introductory paragraph to this Agreement.

Effectiveness Period: See Section 3(a).

Effectiveness Target Date: The 270th day after the Closing Date.

Entitled Securities: Notes and Private Exchange Notes; *provided, however,* that a Note or Private Exchange Note, as applicable, shall cease to be an Entitled Security upon the earliest to occur of the following: (i) in the circumstances contemplated by Section 2(a), the Note has been exchanged by a Person other than a broker-dealer for an Exchange Note in an Exchange Offer as contemplated in Section 2(a); (ii) following an exchange by a broker-dealer of the Note for an Exchange Note in an Exchange Offer, such Exchange Note has been sold to a purchaser who receives from such broker-dealer on or prior to the date of such sale a copy of the Prospectus contained in the Exchange Offer Registration Statement; (iii) in the circumstances contemplated by Section 3, a Shelf Registration Statement registering such Note or Private Exchange Note, as applicable, under the Securities Act has been effectively registered and such Note or Private Exchange Note, as applicable, has been disposed of by the holder thereof pursuant to and in accordance with such effective Shelf Registration Statement; or (iv) such Note or Private Exchange Note, as applicable, is actually sold by the holder thereof pursuant to Rule 144 under circumstances in which any legend borne by such Note or Private Exchange Note, as applicable, relating to restrictions on transferability thereof under the Securities Act or otherwise, is removed by the Company or pursuant to the Indenture (*provided*, that such Note or Private Exchange Note, as applicable, will not cease to be an Entitled Security for purposes of the Exchange Offer by virtue of this clause (iv)).

Event Date: See Section 4(b).

Exchange Act: The Securities Exchange Act of 1934, as amended, and the rules and regulations of the Commission promulgated thereunder.

Exchange Consummation Target Date: The 30th Business Day after the date on which the Exchange Offer Registration Statement is declared effective by the Commission.

Exchange Notes: 9.750% Senior Notes due 2017 of the Company, identical in all material respects to the Notes, including the guarantees endorsed thereon, except for references to series and restrictive legends.

Exchange Offer: See Section 2(a).

Exchange Offer Registration Statement: See Section 2(a).

FINRA: Financial Industry Regulatory Authority.

Guarantor: Parent and each wholly-owned domestic subsidiary of the Company that guarantees the obligations of the Company under the Indenture.

Holder: Any beneficial holder of Entitled Securities.

Indemnified Party: See Section 8(c).

Indemnifying Party: See Section 8(c).

Indenture: The Indenture, dated as of May 10, 2010, as supplemented by the First Supplemental Indenture, dated as of March 14, 2011, and the Second Supplemental Indenture, dated as of March 21, 2011,

among the Company, the Guarantors and Wilmington Trust FSB as trustee, pursuant to which the Notes are being issued, as amended or supplemented from time to time in accordance with the terms hereof.

Initial Purchasers: See the introductory paragraph to this Agreement.

Initial Shelf Registration Statement: See Section 3(a).

Inspectors: See Section 6(o).

Losses: See Section 8(a).

Notes: See the introductory paragraph to this Agreement.

Parent: Lantheus MI Intermediate, Inc., a Delaware corporation.

Participating Broker-Dealer: See Section 2(e).

Person: An individual, trustee, corporation, partnership, limited liability company, joint stock company, trust, unincorporated association, union, business association, firm, government or agency or political subdivision thereof, or other legal entity.

Private Exchange: See Section 2(f).

Private Exchange Notes: See Section 2(f).

Prospectus: The prospectus included in any Registration Statement (including, without limitation, a prospectus that discloses information previously omitted from a prospectus filed as part of an effective registration statement in reliance upon Rule 430A promulgated under the Securities Act), as amended or supplemented by any prospectus supplement, with respect to the terms of the offering of any portion of the Entitled Securities covered by such Registration Statement, and all other amendments and supplements to the Prospectus, including post-effective amendments, and all material incorporated by reference or deemed to be incorporated by reference in such Prospectus.

Purchase Agreement: See the introductory paragraph to this Agreement.

Records: See Section 6(o).

Registration Statement: Any registration statement of the Company and the Guarantors filed with the Commission under the Securities Act (including, but not limited to, any Exchange Offer Registration Statement, any Shelf Registration Statement and any subsequent Shelf Registration Statement) that covers any of the Entitled Securities pursuant to the provisions of this Agreement, including the Prospectus, amendments and supplements to such registration statement, including post-effective amendments, all exhibits and all material incorporated by reference or deemed to be incorporated by reference in such registration statement.

Rule 144: Rule 144 promulgated under the Securities Act, as such Rule may be amended from time to time, or any similar rule (other than Rule 144A) or regulation hereafter adopted by the Commission providing for offers and sales of securities made in compliance therewith resulting in offers and sales by subsequent holders that are not affiliates of an issuer or such securities being free of the registration and prospectus delivery requirements of the Securities Act.

Rule 144A: Rule 144A promulgated under the Securities Act, as such Rule may be amended from time to time, or any similar rule (other than Rule 144) or regulation hereafter adopted by the Commission.

Rule 415: Rule 415 promulgated under the Securities Act, as such Rule may be amended from time to time, or any similar rule or regulation hereafter adopted by the Commission.

Rule 430A: Rule 430A promulgated under the Securities Act, as such Rule may be amended from time to time, or any similar rule or regulation hereafter adopted by the Commission.

Securities: The Notes, the Exchange Notes and the Private Exchange Notes.

Securities Act: The Securities Act of 1933, as amended, and the rules and regulations of the Commission promulgated thereunder.

Shelf Effectiveness Target Date: The 90th day after the Shelf Filing Obligation arises.

Shelf Filing Obligation: See Section 2(j).

Shelf Registration Statement: See Section 3(b).

Shelf Suspension Period: See Section 3(a).

Subsequent Shelf Registration Statement: See Section 3(b).

TIA: The Trust Indenture Act of 1939, as amended.

Trustee: The trustee under the Indenture and, if different, the trustee under any indenture governing the Exchange Notes and Private Exchange Notes (if any).

Underwritten Registration or Underwritten Offering: A registration in which securities of the Company are sold to an underwriter for reoffering to the public.

2. **Exchange Offer**

(a) Unless the Exchange Offer would not be permitted by applicable laws or a policy of the Commission, the Company shall (and shall cause each Guarantor to) (i) prepare and file with the Commission after the date hereof a registration statement (the " Exchange Offer Registration Statement") on an appropriate form under the Securities Act with respect to an offer (the " Exchange Offer") to the Holders of Notes to issue and deliver to such Holders, in exchange for the Notes, a like principal amount of Exchange Notes, (ii) use its commercially reasonable efforts to have the Exchange Offer Registration Statement declared effective by the Commission after the filing thereof, and in no event later than the Effectiveness Target Date, (iii) use its commercially reasonable efforts to keep the Exchange Offer Registration Statement effective until the consummation of the Exchange Offer in accordance with its terms, and (iv) commence the Exchange Offer and use its commercially reasonable efforts to issue, on or prior to the Exchange Consummation Target Date, Exchange Notes in exchange for all Notes tendered prior thereto in the Exchange Offer. The Exchange Offer shall not be subject to any conditions, other than that the Exchange Offer does not violate applicable law or any applicable interpretation of the staff of the Commission.

(b) The Exchange Notes shall be issued under, and entitled to the benefits of the Indenture or a trust indenture that is identical to the Indenture (other than such changes as are necessary to comply with any requirements of the Commission to effect or maintain the qualifications thereof under the TIA).

(c) Interest on the Exchange Notes and Private Exchange Notes will accrue from the last interest payment due date on which interest was paid on the Notes surrendered in exchange therefor or, if no interest has been paid on the Notes, from the date of original issue of the Notes. Each Exchange Note and Private Exchange Note shall bear interest at the rate set forth thereon.

(d) The Company will require each Holder as a condition to participation in the Exchange Offer to represent (i) that any Exchange Notes received by it will be acquired in the ordinary course of its business, (ii) that at the time of the commencement and consummation of the Exchange Offer such Holder has not entered into any arrangement or understanding with any Person to participate in the distribution (within the meaning of the Securities Act) of the Exchange Notes in violation of the provisions of the Securities Act, (iii) that if such Holder is an "affiliate" of the Company within the meaning of Rule 405 of the Securities Act, it will comply with the registration and prospectus delivery requirements of the Securities Act to the extent applicable to it, (iv) if such Holder is not a broker-dealer, that it is not engaged in, and does not intend to engage in, the distribution of the Notes; (v) if such Holder is a Participating Broker-Dealer, that it will deliver a Prospectus in connection with any resale of the Exchange Notes; and (vi) such Holder is not acting on behalf of any Person who could not truthfully make the foregoing representations.

(e) The Company shall (and shall cause each Guarantor to) include within the Prospectus contained in the Exchange Offer Registration Statement a section entitled "Plan of Distribution" reasonably acceptable to the Initial Purchasers which shall contain a summary statement of the positions taken or policies made by the staff of the Commission with respect to the potential "underwriter" status of any broker-dealer that is the beneficial owner (as defined in Rule 13d-3 under the Exchange Act) of Exchange Notes received by such broker-dealer in the Exchange Offer for its own account in exchange for Notes that were acquired by it as a result of market-making or other trading activity (a "Participating Broker-Dealer"), whether such positions or policies have been publicly disseminated by the staff of the Commission or such positions or policies, in the reasonable judgment of the Initial Purchasers based upon advice of counsel, represent the prevailing views of the staff of the Commission. Such "Plan of Distribution" section shall also allow, to the extent permitted by applicable policies and regulations of the Commission, the use of the Prospectus by all Persons subject to the prospectus delivery requirements of the Securities Act, including, to the extent so permitted, all Participating Broker-Dealers, and shall include a statement describing the manner in which Participating Broker-Dealers may resell the Exchange Notes. The Company shall use its commercially reasonable efforts to keep the Exchange Offer Registration Statement effective and to amend and supplement the Prospectus contained therein, in order to permit such Prospectus to be lawfully delivered by all Persons subject to the prospectus delivery requirements of the Securities Act for such period of time as such Persons must comply with such requirements in order to resell the Exchange Notes; provided that such period shall not exceed the lesser of 180 days and the date on which all Persons subject to the prospectus delivery requirements of the Securities Act have sold all Exchange Notes held by them (the "Applicable Period").

(f) If, upon consummation of the Exchange Offer, the Initial Purchasers hold any Notes acquired by them and having the status of an unsold allotment in the initial distribution, the Company (upon the written request from the Initial Purchasers) shall, simultaneously with the delivery of the Exchange Notes in the Exchange Offer, issue and deliver to the Initial Purchasers, in exchange (the " Private Exchange") for the Notes held by the Initial Purchasers, a like principal amount of Notes that are identical to the Exchange Notes except for the existence of restrictions on transfer thereof under the Securities Act and securities laws of the several states of the United States (the " Private Exchange Notes") (and which are issued pursuant to the same Indenture as the Exchange Notes). The Private Exchange Notes shall bear the same CUSIP number as the Exchange Notes, if permitted by the CUSIP Services Bureau.

(g) In connection with the Exchange Offer, the Company shall (and shall cause each Guarantor to, to the extent necessary):

(i) mail, or cause to be mailed, to each Holder a copy of the Prospectus forming part of the Exchange Offer Registration Statement, together with an appropriate letter of transmittal that is an exhibit to the Exchange Offer Registration Statement, and any related documents;

(ii) keep the Exchange Offer open for not less than 20 Business Days after the date that notice thereof is mailed to the Holders (or longer if required by applicable law)

(iii) utilize the services of a depositary for the Exchange Offer with an address in the Borough of Manhattan, the City of New York or in Wilmington, Delaware, which may be the Trustee or an affiliate thereof;

(iv) permit Holders to withdraw tendered Entitled Securities at any time prior to 5:00 p.m., New York time, on the last Business Day on which the Exchange Offer shall remain open; and

(v) otherwise comply in all material respects with all applicable laws related to the Exchange Offer.

(h) As soon as practicable after the close of the Exchange Offer or the Private Exchange, as the case may be, the Company shall (and shall cause each Guarantor to, to the extent necessary):

(i) accept for exchange all Entitled Securities validly tendered pursuant to the Exchange Offer or the Private Exchange, as the case may be, and not validly withdrawn;

(ii) deliver to the Trustee for cancellation all Entitled Securities so accepted for exchange; and

(iii) cause the Trustee to authenticate and deliver promptly to each Holder tendering such Entitled Securities, Exchange Notes or Private Exchange Notes, as the case may be, equal in principal amount to the Notes of such Holder so accepted for exchange.

(i) The Exchange Notes and the Private Exchange Notes may be issued under (i) the Indenture or (ii) an indenture identical to the Indenture (other than such changes as are necessary to comply with any requirements of the Commission to effect or maintain the qualification

thereof under the TIA), which in either event will provide that the Exchange Notes will not be subject to the transfer restrictions set forth in the Indenture, that the Private Exchange Notes will be subject to the transfer restrictions set forth in the Indenture, and that the Exchange Notes, the Private Exchange Notes and the Notes, if any, will be deemed one class of securities (subject to the provisions of the Indenture) and entitled to participate in any Guarantee (as such terms are defined in the Indenture) on an equal and ratable basis.

(j) If: (i) the Company and the Guarantors are not permitted to consummate the Exchange Offer because the consummation of the Exchange Offer is not permitted by applicable law or Commission policy, or (ii) in the case of (A) any Holder not permitted by applicable law or Commission policy to participate in the Exchange Offer, (B) any Holder participating in the Exchange Offer that receives Exchange Notes that may not resell such Exchange Notes to the public without delivering a Prospectus and the Prospectus contained in the Exchange Offer Registration Statement is not appropriate or available for such resales or (C) any broker-dealer that holds Notes acquired directly from the Company or any of its affiliates and, in each such case contemplated by this clause (ii), such Holder notifies the Company prior to the 20th Business Day following consummation of the Exchange Offer, then the Company and the Guarantors shall file a Shelf Registration Statement pursuant to Section 3 (such obligation to file a Shelf Registration Statement, a " Shelf Filing Obligation") and shall deliver notice thereof within five Business Days to the Holders (or in the case of an occurrence of any event described in clause (ii) of this Section 2(j), to any such Holder) and the Trustee.

3. **Shelf Registration Statement**

Upon the occurrence of a Shelf Filing Obligation pursuant to Section 2(j), this Section 3 shall apply to all Entitled Securities. Otherwise, upon consummation of the Exchange Offer in accordance with Section 2, the provisions of Section 3 shall apply solely with respect to (i) Notes held by any Holder thereof not permitted by law or Commission policy to participate in the Exchange Offer, (ii) Notes held by any broker-dealer that acquired such Notes directly from the Company or any of its affiliates and (iii) Exchange Notes that are not freely tradeable as contemplated by Section 2(j)(ii)(B) hereof, provided in each case that the relevant Holder has duly notified the Company prior to the 20th Business Day following consummation of the Exchange Offer as required by Section 2(j)(ii).

(a) Initial Shelf Registration Statement. The Company shall (and shall cause each Guarantor to) file with the Commission a Registration Statement for an offering to be made on a continuous basis pursuant to Rule 415 covering all of the Entitled Securities (the " Initial Shelf Registration Statement"). The Company shall (and shall cause each Guarantor to) use its commercially reasonable efforts to file with the Commission the Initial Shelf Registration Statement within 30 days after the Shelf Filing Obligation arises and shall use its commercially reasonable efforts to cause such Initial Shelf Registration Statement to be declared effective by the Commission on or prior to the Shelf Effectiveness Target Date. The Initial Shelf Registration Statement shall be on Form S-1 or another appropriate form permitting registration of such Entitled Securities for resale by Holders in the manner or manners reasonably designated by them (including, without limitation, one or more underwritten offerings). The Company and Guarantors shall not permit any securities other than the Entitled Securities to be included in any Shelf Registration Statement. The Company shall (and shall cause each Guarantor to) use its commercially reasonable efforts to keep the Initial Shelf Registration Statement continuously effective under the Securities Act until the date which is two years from the Closing Date (subject to extension pursuant to the last sentence of Section 6(w)) (the " Effectiveness Period"), or such shorter period ending when (i) all Entitled Securities covered by the Initial Shelf Registration Statement have been

sold in the manner set forth and as contemplated in the Initial Shelf Registration Statement, (ii) a Subsequent Shelf Registration Statement covering all of the Entitled Securities covered by and not sold under the Initial Shelf Registration Statement or an earlier Subsequent Shelf Registration Statement has been declared effective by the Commission under the Securities Act or (iii) there cease to be any outstanding Entitled Securities. Notwithstanding anything to the contrary in this Agreement, at any time, the Company may delay the filing of any Initial Shelf Registration Statement or delay or suspend the effectiveness thereof, for a reasonable period of time, but not in excess of 60 days in any calendar year (each, a "Shelf Suspension Period"), if the Board of Directors of the Company determines reasonably and in good faith that (x) the filing of any such Initial Shelf Registration Statement or the continuing effectiveness thereof would require the disclosure of non-public material information that, in the reasonable judgment of the Board of Directors of the Company, would be detrimental to the Company if so disclosed or would otherwise materially adversely affect a financing, acquisition, disposition, merger or other material transaction or (y) such action is required by applicable law.

(b) Subsequent Shelf Registration Statements. If the Initial Shelf Registration Statement or any Subsequent Shelf Registration Statement (as defined below) ceases to be effective for any reason at any time during the Effectiveness Period (other than because of the sale of all of the securities registered thereunder), the Company shall (and shall cause each Guarantor to), subject to the last sentence of Section 3(a) above, use its commercially reasonable efforts to obtain the prompt withdrawal of any order suspending the effectiveness thereof, and in any event shall within 30 days of such cessation of effectiveness amend such Shelf Registration Statement in a manner to obtain the withdrawal of the order suspending the effectiveness thereof, or file (and cause each Guarantor to file) an additional "shelf" Registration Statement pursuant to Rule 415 covering all of the Entitled Securities (a "Subsequent Shelf Registration Statement"). If a Subsequent Shelf Registration Statement is filed, the Company shall (and shall cause each Guarantor to), subject to the last sentence of Section 3(a) above, use its commercially reasonable efforts to cause the Subsequent Shelf Registration Statement to be declared effective by the Commission as soon as practicable after such filing and to keep such Subsequent Shelf Registration Statement continuously effective for a period equal to the number of days in the Effectiveness Period less the aggregate number of days during which the Initial Shelf Registration Statement or any Subsequent Shelf Registration Statement was previously continuously effective. As used herein the term "Shelf Registration Statement" means the Initial Shelf Registration Statement and any Subsequent Shelf Registration Statements.

(c) Supplements and Amendments. The Company shall promptly supplement and amend any Shelf Registration Statement if required by the rules, regulations or instructions applicable to the registration form used for such Shelf Registration Statement, if required by the Securities Act.

(d) Provision of Information. No Holder of Entitled Securities shall be entitled to include any of its Entitled Securities in any Shelf Registration Statement pursuant to this Agreement unless such Holder furnishes to the Company and the Trustee in writing, within 20 days after receipt of a written request therefor, such information as the Company and the Trustee after conferring with counsel with regard to information relating to Holders that would be required by the Commission to have such Holder's Entitled Securities be included in such Shelf Registration Statement or Prospectus included therein, may reasonably request for inclusion in any Shelf Registration Statement or Prospectus included therein, and no such Holder shall be entitled to benefit from the provisions regarding Additional Interest

pursuant to Section 4 hereof unless and until such Holder shall have provided such information.

4. **Additional Interest**

(a) The Company and each Guarantor acknowledges and agrees that the Holders of Entitled Securities will suffer damages if the Company or any Guarantor fails to fulfill its material obligations under Section 2 or Section 3 hereof and that it would not be feasible to ascertain the extent of such damages with precision. Accordingly, the Company and the Guarantors agree to pay additional cash interest on the Notes ("Additional Interest") under the circumstances and to the extent set forth below (each of which shall be given independent effect):

(i) if neither the Exchange Offer Registration Statement nor the Initial Shelf Registration Statement is declared effective by the Commission on or prior to the Effectiveness Target Date or the Shelf Effectiveness Target Date, as applicable, Additional Interest shall accrue on the Entitled Securities outstanding over and above any stated interest at a rate of 0.25% per annum of the principal amount of such Notes for the first 90 days immediately following the Effectiveness Target Date, such Additional Interest rate increasing by an additional 0.25% per annum at the beginning of each subsequent 90-day period;

(ii) if the Exchange Offer is not consummated on or prior to the Exchange Consummation Target Date, Additional Interest shall accrue on the Entitled Securities outstanding over and above any stated interest at a rate of 0.25% per annum of the principal amount of such Notes for the first 90 days immediately following the Exchange Consummation Target Date, such Additional Interest rate increasing by an additional 0.25% per annum at the beginning of each subsequent 90-day period;

(iii) if (A) the Exchange Offer Registration Statement is declared effective by the Commission and such Exchange Offer Registration Statement ceases to be effective or usable at any time prior to the time that the Exchange Offer is consummated, or (B) if applicable, a Shelf Registration Statement has been declared effective by the Commission and such Shelf Registration Statement ceases to be effective or usable at any time prior to the first anniversary of its effective date (other than such time as all Notes have been disposed of thereunder), then Additional Interest shall accrue on the Entitled Securities outstanding, over and above any stated interest, at a rate of 0.25% per annum of the principal amount of such Entitled Securities outstanding commencing on (y) the date the Exchange Offer Registration Statement ceases to be effective, in the case of clause (A) above, or (z) the day such Shelf Registration Statement ceases to be effective, in the case of (B) above, such Additional Interest rate increasing by an additional 0.25% per annum at the beginning of each such subsequent 90-day period;

provided, however, that Additional Interest will not accrue under more than one of the foregoing clauses (i), (ii) and (iii) at any one time; and *provided, further*, that the maximum Additional Interest rate on the Entitled Securities outstanding may not exceed at any one time in the aggregate 1.00% per annum; *provided further*, that (1) upon the effectiveness of the Exchange Offer Registration Statement or Initial Shelf Registration Statement (in the case of clause (i) above), (2) upon the consummation of the Exchange Offer (in the case of clause

(ii) above), or (3) when the Exchange Offer Registration Statement that had ceased to remain effective or usable (in the case of clause (iii)(A) above), or when a Shelf Registration Statement which had ceased to remain effective or usable (in the case of (iii)(B) above) is deemed effective and/or usable again, Additional Interest on the Notes as a result of such clause (or the relevant subclause thereof), as the case may be, shall cease to accrue. Notwithstanding any provisions of this Section 4, the Company shall not be obligated to pay Additional Interest provided in Section 4(a) during any Shelf Suspension Period permitted by Section 3(a) hereof.

(b) The Company shall notify the Trustee within 3 Business Days after each and every date on which an event occurs in respect of which Additional Interest is required to be paid (an "Event Date"). Any amounts of Additional Interest due pursuant to clause (a)(i), (a)(ii) or (a)(iii) of this Section 4 will be paid by the Company and the Guarantors in accordance with the Indenture on the next scheduled interest payment date, commencing with the first such semi-annual date occurring after any such Additional Interest commences to accrue. The amount of Additional Interest will be determined by the Company by multiplying the applicable Additional Interest rate by the principal amount of the Notes, multiplied by a fraction, the numerator of which is the number of days such Additional Interest rate was applicable during such period (determined on the basis of a 360-day year comprised of twelve 30-day months and, in the case of a partial month, the actual number of days elapsed), and the denominator of which is 360.

5. **[Intentionally Omitted]**

6. **Registration Procedures**

In connection with the filing of any Registration Statement pursuant to Sections 2 or 3 hereof, the Company shall (and shall cause each Guarantor to) effect such registrations to permit the sale of such securities covered thereby in accordance with the intended method or methods of disposition thereof, and pursuant thereto and in connection with any Registration Statement filed by the Company hereunder, the Company shall (and shall cause each Guarantor to):

(a) Prepare and file with the Commission, the Exchange Offer Registration Statement or if the Exchange Offer Registration Statement is not filed because of the circumstances contemplated by Section 2(j), a Shelf Registration Statement as prescribed by Section 3, and use its commercially reasonable efforts to cause each such Registration Statement to become effective and remain effective as provided herein; *provided* that, if (1) a Shelf Registration Statement is filed pursuant to Section 3 or (2) a Prospectus contained in an Exchange Offer Registration Statement filed pursuant to Section 2 is required to be delivered under the Securities Act by any Participating Broker-Dealer who seeks to sell Exchange Notes during the Applicable Period relating thereto, before filing any Registration Statement or Prospectus or any amendments or supplements thereto the Company shall (and shall cause each Guarantor to), if requested, furnish to and afford the Holders of the Entitled Securities to be registered pursuant to such Shelf Registration Statement, each Participating Broker-Dealer, the managing underwriters, if any, and each of their respective counsel, a reasonable opportunity to review copies of all such documents (including copies of any documents to be incorporated by reference therein and all exhibits thereto) proposed to be filed (in each case at least 5 Business Days prior to such filing). The Company and each Guarantor shall not file any such Registration Statement or Prospectus or any amendments or supplements thereto in respect of which the Holders must provide information for the inclusion therein without the Holders being afforded an opportunity to review such documentation if the

holders of a majority in aggregate principal amount of the Entitled Securities covered by such Registration Statement, or any such Participating Broker-Dealer, as the case may be, the managing underwriters, if any, or any of their respective counsel shall reasonably object in writing on a timely basis. A Holder shall be deemed to have reasonably objected to such filing if such Registration Statement, amendment, Prospectus or supplement, as applicable, as proposed to be filed, contains an untrue statement of a material fact or omits to state any material fact necessary to make the statements therein not misleading or fails to comply with the applicable requirements of the Securities Act.

(b) Provide an indenture trustee for the Entitled Securities, the Exchange Notes or the Private Exchange Notes, as the case may be, and cause the Indenture (or other indenture relating to the Entitled Securities) to be qualified under the TIA not later than the effective date of the first Registration Statement; and in connection therewith, to effect such changes to such indenture as may be required for such indenture to be so qualified in accordance with the terms of the TIA; and execute, and use its commercially reasonable efforts to cause such trustee to execute, all documents as may be required to effect such changes, and all other forms and documents required to be filed with the Commission to enable such indenture to be so qualified in a timely manner.

(c) Prepare and file with the Commission such pre-effective amendments and post-effective amendments to each Shelf Registration Statement or Exchange Offer Registration Statement, as the case may be, as may be necessary to keep such Registration Statement continuously effective for the Effectiveness Period or the Applicable Period, as the case may be; cause the related Prospectus to be supplemented by any Prospectus supplement required by applicable law, and as so supplemented to be filed pursuant to Rule 424 (or any similar provisions then in force) promulgated under the Securities Act; and comply with the provisions of the Securities Act and the Exchange Act applicable to them with respect to the disposition of all securities covered by such Registration Statement as so amended or in such Prospectus as so supplemented and with respect to the subsequent resale of any securities being sold by a Participating Broker-Dealer covered by any such Prospectus. The Company and each Guarantor shall not, during the Applicable Period, voluntarily take any action that would result in selling Holders of the Entitled Securities covered by a Registration Statement or Participating Broker-Dealers seeking to sell Exchange Notes not being able to sell such Entitled Securities or such Exchange Notes during that period, unless such action is required by applicable law, rule or regulation or permitted by this Agreement.

(d) Furnish to such selling Holders and Participating Broker-Dealers who so request in writing (i) upon the Company's receipt, a copy of the order of the Commission declaring such Registration Statement and any post effective amendment thereto effective, (ii) such reasonable number of copies of such Registration Statement and of each amendment and supplement thereto (in each case including any documents incorporated therein by reference and all exhibits), (iii) such reasonable number of copies of the Prospectus included in such Registration Statement (including each preliminary Prospectus) and each amendment and supplement thereto, and such reasonable number of copies of the final Prospectus as filed by the Company and each Guarantor pursuant to Rule 424(b) under the Securities Act, in conformity with the requirements of the Securities Act and each amendment and supplement thereto, and (iv) such other documents (including any amendments required to be filed pursuant to clause (c) of this Section), as any such Person may reasonably request in writing. The Company and the Guarantors hereby consent to the use of the Prospectus by each of the selling Holders of Entitled Securities or each such Participating Broker-Dealer, as the case may be, and the underwriters or agents, if any, and dealers, if any, in connection with the offering and sale of the Entitled Securities covered by, or the sale by Participating

Broker-Dealers of the Exchange Notes pursuant to, such Prospectus and any amendment or supplement thereto.

(e) If (1) a Shelf Registration Statement is filed pursuant to Section 3, or (2) a Prospectus contained in an Exchange Offer Registration Statement filed pursuant to Section 2 is required to be delivered under the Securities Act by any Participating Broker-Dealer who seeks to sell Exchange Notes during the Applicable Period relating thereto, the Company shall notify in writing the selling Holders of Entitled Securities, or each such Participating Broker-Dealer, as the case may be, the managing underwriters, if any, and each of their respective counsel promptly (but in any event within 2 Business Days) (i) when a Prospectus or any Prospectus supplement or post-effective amendment has been filed, and, with respect to a Registration Statement or any post-effective amendment, when the same has become effective (including in such notice a written statement that any Holder may, upon request, obtain, without charge, one conformed copy of such Registration Statement or post-effective amendment including financial statements and schedules, documents incorporated or deemed to be incorporated by reference and exhibits), (ii) of the issuance by the Commission of any stop order suspending the effectiveness of a Registration Statement or of any order preventing or suspending the use of any Prospectus or the initiation of any proceedings for that purpose, (iii) if at any time when a Prospectus is required by the Securities Act to be delivered in connection with sales of the Entitled Securities the representations and warranties of the Company and any Guarantor contained in any agreement (including any underwriting agreement) contemplated by Section 6(n) hereof cease to be true and correct, (iv) of the receipt by the Company or any Guarantor of any notification with respect to the suspension of the qualification or exemption from qualification of a Registration Statement or any of the Entitled Securities or the Exchange Notes to be sold by any Participating Broker-Dealer for offer or sale in any jurisdiction, or the initiation or threatening of any proceeding for such purpose, (v) of the happening of any event, the existence of any condition of any information becoming known that makes any statement made in such Registration Statement or related Prospectus or any document incorporated or deemed to be incorporated therein by reference untrue in any material respect or that requires the making of any changes in, or amendments or supplements to, such Registration Statement, Prospectus or documents so that, in the case of the Registration Statement and the Prospectus, it will not contain any untrue statement of a material fact or omit to state any material fact required to be stated therein or necessary to make the statements therein, in light of the circumstances under which they were made, not misleading, (vi) of any reasonable determination by the Company or any Guarantor that a post-effective amendment to a Registration Statement would be appropriate and (vii) of any request by the Commission for amendments to the Registration Statement or supplements to the Prospectus or for additional information relating thereto.

(f) Use its commercially reasonable efforts to prevent the issuance of any order suspending the effectiveness of a Registration Statement or of any order preventing or suspending the use of a Prospectus or suspending the qualification (or exemption from qualification) of any of the Entitled Securities or the Exchange Notes to be sold by any Participating Broker-Dealer, for sale in any jurisdiction, and, if any such order is issued, to use its commercially reasonable efforts to obtain the withdrawal of any such order at the earliest possible date.

(g) If (A) a Shelf Registration Statement is filed pursuant to Section 3, (B) a Prospectus contained in an Exchange Offer Registration Statement filed pursuant to Section 2 is required to be delivered under the Securities Act by any Participating Broker-Dealer who seeks to sell Exchange Notes during the Applicable Period or (C) reasonably requested in writing by the managing underwriters, if any, or the Holders of a majority in aggregate

principal amount of the Entitled Securities being sold in connection with an underwritten offering, (i) promptly incorporate in a Prospectus supplement or post-effective amendment such information or revisions to information therein relating to such underwriters or selling Holders as the managing underwriters, if any, or such Holders or any of their respective counsel reasonably request in writing to be included or made therein and (ii) make all required filings of such Prospectus supplement or such post-effective amendment as soon as practicable after the Company has received notification of the matters to be incorporated in such Prospectus supplements or post-effective amendment.

(h) Prior to any public offering of Entitled Securities or any delivery of a Prospectus contained in the Exchange Offer Registration Statement by any Participating Broker-Dealer who seeks to sell Exchange Notes during the Applicable Period, use its commercially reasonable efforts to register or qualify, and to cooperate with the selling Holders of Entitled Securities or each such Participating Broker-Dealer, as the case may be, the underwriters, if any, and their respective counsel in connection with the registration or qualification (or exemption from such registration or qualification) of such Entitled Securities or Exchange Notes, as the case may be, for offer and sale under the securities or Blue Sky laws of such jurisdictions within the United States as any selling Holder, Participating Broker-Dealer or any managing underwriter or underwriters, if any, reasonably request in writing; *provided*, that where Exchange Notes held by Participating Broker-Dealers or Entitled Securities are offered other than through an underwritten offering, the Company and each Guarantor agree to cause its counsel to perform Blue Sky investigations and file any registrations and qualifications required to be filed pursuant to this Section 6(h), keep each such registration or qualification (or exemption therefrom) effective during the period such Registration Statement is required to be kept effective and do any and all other acts or things reasonably necessary or advisable to enable the disposition in such jurisdictions of the Exchange Notes held by Participating Broker-Dealers or the Entitled Securities covered by the applicable Registration Statement; *provided* that neither the Company nor any Guarantor shall be required to (A) qualify generally to do business in any jurisdiction where it is not then so qualified, (B) take any action that would subject it to general service of process in any such jurisdiction where it is not then so subject or (C) subject itself to taxation in any such jurisdiction where it is not then so subject.

(i) If (A) a Shelf Registration Statement is filed pursuant to Section 3 or (B) a Prospectus contained in an Exchange Offer Registration Statement filed pursuant to Section 2 is requested to be delivered under the Securities Act by any Participating Broker-Dealer who seeks to sell Exchange Notes during the Applicable Period, cooperate with the selling Holders of Entitled Securities and the managing underwriter or underwriters, if any, to facilitate the timely preparation and delivery of certificates representing Entitled Securities to be sold, which certificates shall not bear any restrictive legends and shall be in a form eligible for deposit with The Depository Trust Company, and enable such Entitled Securities to be in such denominations and registered in such names as the managing underwriter or underwriters, if any, or Holders may reasonably request.

(j) Use its commercially reasonable efforts to cause the Entitled Securities covered by any Registration Statement to be registered with or approved by such governmental agencies or authorities as may be necessary to enable the seller or sellers thereof or the underwriter, if any, to consummate the disposition of such Entitled Securities, except as may be required solely as a consequence of the nature of such selling Holder's business, in which case the Company shall (and shall cause each Guarantor to) cooperate in all reasonable respects with the filing of such Registration Statement and the granting of such approvals; provided that neither the Company nor any existing Guarantor shall be required to (A) qualify generally to

do business in any jurisdiction where it is not then so qualified, (B) take any action that would subject it to general service of process in any jurisdiction where it is not then so subject or (C) subject itself to taxation in any such jurisdiction where it is not then so subject.

(k) If (1) a Shelf Registration Statement is filed pursuant to Section 3, or (2) a Prospectus contained in an Exchange Offer Registration Statement filed pursuant to Section 2 is required to be delivered under the Securities Act by any Participating Broker-Dealer who seeks to sell Exchange Notes during the Applicable Period, upon the occurrence of any event contemplated by paragraph 6(e)(v) or 6(e)(vi) hereof, as promptly as practicable, prepare and file with the Commission, at the expense of the Company and the Guarantors, a supplement or post-effective amendment to the Registration Statement or a supplement to the related Prospectus or any document incorporated or deemed to be incorporated therein by reference, or file any other required document so that, as thereafter delivered to the purchaser of the Entitled Securities being sold thereunder or to the purchaser of the Exchange Notes to whom such Prospectus will be delivered by a Participating Broker-Dealer, such Prospectus will not contain an untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary to make the statements therein, in light of the circumstances under which they were made, not misleading, and, if Commission review is required, use its commercially reasonable efforts to cause such post-effective amendment to be declared effective Commission as soon as possible.

(l) Use its commercially reasonable efforts to cause the Entitled Securities covered by a Registration Statement to be rated with such appropriate rating agencies, if so requested in writing by the Holders of a majority in aggregate principal amount of the Entitled Securities covered by such Registration Statement or the managing underwriter or underwriters, if any.

(m) Prior to the initial issuance of the Exchange Notes, (i) provide the Trustee with one or more certificates for the Entitled Securities in a form eligible for deposit with The Depository Trust Company and (ii) provide a CUSIP number for the Exchange Notes.

(n) If a Shelf Registration Statement is filed pursuant to Section 3, enter into such agreements (including an underwriting agreement in form, scope and substance as is customary in underwritten offerings of debt securities similar to the Notes, as may be appropriate in the circumstances) and take all such other actions in connection therewith (including those reasonably requested in writing by the managing underwriters, if any, or the Holders of a majority in aggregate principal amount of the Entitled Securities being sold) in order to expedite or facilitate the registration or the disposition of such Entitled Securities, and in such connection, whether or not an underwriting agreement is entered into and whether or not the registration is an Underwritten Registration, (i) make such representations and warranties to the Holders and the underwriters, if any, with respect to the business of the Company and its subsidiaries as then conducted, and the Registration Statement, Prospectus and documents, if any, incorporated or deemed to be incorporated by reference therein, in each case, in form, substance and scope as are customarily made by issuers to underwriters in underwritten offerings of debt securities similar to the Notes, as may be appropriate in the circumstances, and confirm the same if and when reasonably required; (ii) obtain an opinion of counsel to the Company and the Guarantors and updates thereof (which counsel and opinions (in form, scope and substance) shall be reasonably satisfactory to the managing underwriters, if any, and the Holders of a majority in aggregate principal amount of the Entitled Securities being sold), addressed to each selling Holder and each of the underwriters, if any, covering the matters customarily covered in opinions of counsel to the

Company and the Guarantors requested in underwritten offerings of debt securities similar to the Notes, as may be appropriate in the circumstances; (iii) obtain "cold comfort" letters and updates thereof (which letters and updates (in form, scope and substance) shall be reasonably satisfactory to the managing underwriters) from the independent certified public accountants of the Company and the Guarantors (and, if necessary, any other independent certified public accountants of any subsidiary of the Company or of any business acquired by the Company for which financial statements and financial data are, or are required to be, included in the Registration Statement), addressed to each of the underwriters, such letters to be in customary form and covering matters of the type customarily covered in "cold comfort" letters in connection with underwritten offerings of debt securities similar to the Notes, as may be appropriate in the circumstances, and such other matters as reasonably requested in writing by the underwriters; and (iv) deliver such documents and certificates as may be reasonably requested in writing by the Holders of a majority in aggregate principal amount of the Entitled Securities being sold and the managing underwriters, if any, to evidence the continued validity of the representations and warranties of the Company and its subsidiaries made pursuant to clause (i) above and to evidence compliance with any conditions contained in the underwriting agreement or other similar agreement entered into by the Company or any Guarantor.

(o) If (1) a Shelf Registration Statement is filed pursuant to Section 3, or (2) a Prospectus contained in an Exchange Offer Registration Statement filed pursuant to Section 2 is required to be delivered under the Securities Act by any Participating Broker-Dealer who seeks to sell Exchange Notes during the Applicable Period, make available for inspection by any selling Holder of such Entitled Securities being sold, or each such Participating Broker-Dealer, as the case may be, any underwriter participating in any such disposition of Entitled Securities, if any, and any attorney, accountant or other agent retained by any such selling Holder or each such Participating Broker-Dealer, as the case may be, or underwriter (collectively, the "Inspectors"), at the offices where normally kept, during reasonable business hours, all financial and other records and pertinent corporate documents of the Company and its subsidiaries (collectively, the " Records") as shall be reasonably necessary to enable them to exercise any applicable due diligence responsibilities, and cause the officers, directors and employees of the Company and its subsidiaries to supply all information reasonably requested in writing by any such Inspector in connection with such Registration Statement. Each Inspector shall agree in writing that it will keep the Records confidential and not disclose any of the Records unless (i) the disclosure of such Records is necessary to avoid or correct a misstatement or omission in such Registration Statement, (ii) the release of such Records is ordered pursuant to a subpoena or other order from a court of competent jurisdiction, (iii) the information in such Records is public or has been made generally available to the public other than as a result of a disclosure or failure to safeguard by such Inspector or (iv) disclosure of such information is, in the reasonable written opinion of counsel for any Inspector, necessary or advisable in connection with any action, claim, suit or proceeding, directly or indirectly, involving or potentially involving such Inspector and arising out of, based upon, related to, or involving this Agreement, or any transaction contemplated hereby or arising hereunder. Each Inspector shall take such actions as are reasonably necessary to protect the confidentiality of such information to the extent such action is not inconsistent with the rights and interests of the Holder or any Inspector. Each selling Holder of such Entitled Securities and each such Participating Broker-Dealer will be required to agree that information obtained by it as a result of such inspections shall be deemed confidential and shall not be used by it as the basis for any market transactions in the securities of the Company unless and until such is made generally available to the public. Each Inspector, each selling Holder of such Entitled Securities and each such Participating Broker-Dealer will be required to further agree that it will, upon learning of the potential

disclosure of such Records, give notice to the Company and, to the extent practicable, use its commercially reasonable efforts to allow the Company, at its expense, to undertake appropriate action to prevent disclosure of the Records deemed confidential at its expense.

(p) Comply with all applicable rules and regulations of the Commission and make generally available to the security holders of the Company with regard to any Applicable Registration Statement earning statements satisfying the provisions of section 11(a) of the Securities Act and Rule 158 thereunder (or any similar rule promulgated under the Securities Act) no later than 45 days after the end of any 12-month period (or 90 days after the end of any 12-month period if such period is a fiscal year) (i) commencing at the end of any fiscal quarter in which Entitled Securities are sold to underwriters in a firm commitment or best efforts underwritten offering and (ii) if not sold to underwriters in such an offering, commencing on the first day of the first fiscal quarter of the Company after the effective date of a Registration Statement, which statements shall cover said 12-month periods.

(q) Upon consummation of an Exchange Offer or Private Exchange, obtain an opinion of counsel to the Company and the Guarantors (in form, scope and substance reasonably satisfactory to the Initial Purchasers), addressed to the Trustee for the benefit of all Holders participating in the Exchange Offer or Private Exchange, as the case may be, to the effect that (i) the Company and the Guarantors have duly authorized, executed and delivered the Exchange Notes or the Private Exchange Notes, as the case may be, and the Indenture, and (ii) the Exchange Notes or the Private Exchange Notes, as the case may be, and the Indenture constitute legal, valid and binding obligations of the Company and the Guarantors, enforceable against the Company and the Guarantors in accordance with their respective terms, except as such enforcement may be subject to customary United States and foreign exceptions.

(r) If the Exchange Offer or a Private Exchange is to be consummated, upon delivery of the Entitled Securities by the Holders to the Company and the Guarantors (or to such other Person as directed by the Company and the Guarantors) in exchange for the Exchange Notes or the Private Exchange Notes, as the case may be, the Company and the Guarantors shall mark, or caused to be marked, on such Entitled Securities that the Exchange Notes or the Private Exchange Notes, as the case may be, are being issued as substitute evidence of the indebtedness originally evidenced by the Entitled Securities; *provided* that in no event shall such Entitled Securities be marked as paid or otherwise satisfied.

(s) Cooperate with each seller of Entitled Securities covered by any Registration Statement and each underwriter, if any, participating in the disposition of such Entitled Securities and their respective counsel in connection with any filings required to be made with FINRA.

(t) Use its commercially reasonable efforts to cause all Securities covered by a Registration Statement to be listed on each securities exchange, if any, on which similar debt securities issued by the Company are then listed.

(u) Use its commercially reasonable efforts to take all other steps reasonably necessary to effect the registration of the Entitled Securities covered by a Registration Statement contemplated hereby.

(v) The Company may require each seller of Entitled Securities or Participating Broker-Dealer as to which any registration is being effected to furnish to the Company such information regarding such seller or Participating Broker-Dealer and the distribution of such Entitled

Securities as the Company may, from time to time, reasonably request in writing. The Company may exclude from such registration the Entitled Securities of any seller who fails to furnish such information within a reasonable time (which time in no event shall exceed 45 days, subject to Section 3(d) hereof) after receiving such request. Each seller of Entitled Securities or Participating Broker-Dealer as to which any registration is being effected agrees to furnish promptly to the Company all information required to be disclosed in order to make the information previously furnished by such seller not materially misleading.

(w) Each Holder of Entitled Securities and each Participating Broker-Dealer agrees by acquisition of such Entitled Securities or Exchange Notes to be sold by such Participating Broker-Dealer, as the case may be, that, upon receipt of any notice from the Company of the happening of any event of the kind described in Section 6(e)(ii), 6(e)(iv), 6(e)(v), or 6(e)(vi), such Holder will forthwith discontinue disposition of such Entitled Securities covered by a Registration Statement and such Participating Broker-Dealer will forthwith discontinue disposition of such Exchange Notes pursuant to any Prospectus and, in each case, forthwith discontinue dissemination of such Prospectus until such Holder's or Participating Broker-Dealer's receipt of the copies of the supplemented or amended Prospectus contemplated by Section 6(k), or until it is advised in writing (the "Advice") by the Company and the Guarantors that the use of the applicable Prospectus may be resumed, and has received copies of any amendments or supplements thereto and, if so directed by the Company and the Guarantors, such Holder or Participating Broker-Dealer, as the case may be, will deliver to the Company all copies, other than permanent file copies, then in such Holder's or Participating Broker-Dealer's possession, of the Prospectus covering such Entitled Securities current at the time of the receipt of such notice. In the event the Company and the Guarantors shall give any such notice, the Applicable Period shall be extended by the number of days during such periods from and including the date of the giving of such notice to and including the date when each Participating Broker-Dealer shall have received (x) the copies of the supplemented or amended Prospectus contemplated by Section 6(k) or (y) the Advice.

7. **Registration Expenses**

(a) All fees and expenses incident to the performance of or compliance with this Agreement by the Company and the Guarantors shall be borne by the Company and the Guarantors, whether or not the Exchange Offer or a Shelf Registration Statement is filed or becomes effective, including, without limitation, (i) all registration and filing fees, including, without limitation, (A) fees with respect to filings required to be made with FINRA in connection with any underwritten offering and (B) fees and expenses of compliance with state securities or Blue Sky laws as provided in Section 6(h) hereof (including, without limitation, reasonable fees and disbursements of counsel in connection with Blue Sky qualifications of the Entitled Securities or Exchange Notes and determination of the eligibility of the Entitled Securities or Exchange Notes for investment under the laws of such jurisdictions (x) where the Holders are located, in the case of the Exchange Notes, or (y) as provided in Section 6(h), in the case of Entitled Securities or Exchange Notes to be sold by a Participating Broker-Dealer during the Applicable Period), (ii) printing expenses, including, without limitation, expenses of printing Prospectuses if the printing of Prospectuses is requested by the managing underwriter or underwriters, if any, or by the Holders of a majority in aggregate principal amount of the Entitled Securities included in any Registration Statement or by any Participating Broker-Dealer during the Applicable Period, as the case may be, (iii) messenger, telephone and delivery expenses incurred in connection with the performance of their obligations hereunder, (iv) fees and disbursements of counsel for the Company and the Guarantors, (v) fees and disbursements of all independent certified public accountants

referred to in Section 6 (including, without limitation, the expenses of any special audit and "cold comfort" letters required by or incident to such performance), (vi) rating agency fees and the fees and expenses incurred in connection with the listing of the Securities to be registered on any securities exchange, (vii) Securities Act liability insurance, if the Company and the Guarantors desire such insurance, (viii) fees and expenses of all other Persons retained by the Company and the Guarantors, (ix) fees and expenses of any "qualified independent underwriter" or other independent appraiser participating in an offering pursuant to Section 3 of Schedule E to the By-laws of FINRA, but only where the need for such a "qualified independent underwriter" arises due to a relationship with the Company and the Guarantors, (x) internal expenses of the Company and the Guarantors (including, without limitation, all salaries and expenses of officers and employees of the Company or the Guarantors performing legal or accounting duties), (xi) the expense of any annual audit, (xii) the fees and expenses of the Trustee and the Exchange Agent and (xiii) the expenses relating to printing, word processing and distributing all Registration Statements, underwriting agreements, securities sales agreements, indentures and any other documents necessary in order to comply with this Agreement.

(b) Notwithstanding the foregoing, the holders of the Entitled Securities being registered shall pay all agency fees and commissions and underwriting discounts and commissions attributable to the sale of such Entitled Securities and the fees and disbursements of any counsel or other advisors or experts retained by such holders (severally or jointly), other than any counsel and experts specifically referred to in Section 7(a) above.

8. **Indemnification**

(a) Indemnification by the Company and the Guarantors. The Company and the Guarantors jointly and severally agree to indemnify and hold harmless each Holder of Entitled Securities, Exchange Notes or Private Exchange Notes and each Participating Broker-Dealer selling Exchange Notes during the Applicable Period, each Person, if any, who controls each such Holder (within the meaning of Section 15 of the Securities Act or Section 20(a) of the Exchange Act) and the officers, directors and partners of each such Holder, Participating Broker-Dealer and controlling person, to the fullest extent lawful, from and against any and all losses, claims, damages, liabilities, costs (including, without limitation, reasonable costs of preparation and reasonable attorneys' fees as provided in this Section 8) and expenses (including, without limitation, reasonable costs and expenses incurred in connection with investigating, preparing, pursuing or defending against any of the foregoing) (collectively, "Losses"), as incurred, directly or indirectly caused by, related to, based upon, arising out of or in connection with any untrue or alleged untrue statement of a material fact contained in any Registration Statement, Prospectus or form of prospectus, or in any amendment or supplement thereto, or in any preliminary prospectus, or any omission or alleged omission to state therein a material fact required to be stated therein or necessary to make the statements therein, in light of the circumstances under which they were made, not misleading, except insofar as such Losses are solely based upon information relating to such Holder or Participating Broker-Dealer and furnished in writing to the Company and the Guarantors by such Holder or Participating Broker-Dealer or their counsel expressly for use therein. The Company and the Guarantors also agree to indemnify underwriters, selling brokers, dealer managers and similar securities industry professionals participating in the distribution, their officers, directors, agents and employees and each Person who controls such Persons (within the meaning of Section 5 of the Securities Act or Section 20(a) of the Exchange Act) to the same extent as provided above with respect to the indemnification of the Holders or the Participating Broker-Dealer.

(b) Indemnification by Holder. In connection with any Registration Statement, Prospectus or form of prospectus, any amendment or supplement thereto, or any preliminary prospectus in which a Holder is participating, such Holder shall furnish to the Company and the Guarantors in writing such information as the Company and the Guarantors reasonably request for use in connection with any Registration Statement, Prospectus or form of prospectus, any amendment or supplement thereto, or any preliminary prospectus and shall indemnify and hold harmless the Company, the Guarantors, their respective directors and each Person, if any, who controls the Company and the Guarantors (within the meaning of Section 15 of the Securities Act and Section 20(a) of the Exchange Act), and the directors, officers and partners of such controlling persons, to the fullest extent lawful, from and against all Losses arising out of or based upon any untrue or alleged untrue statement of any material fact contained in any Registration Statement, Prospectus or form of prospectus or in any amendment or supplement thereto or in any preliminary prospectus, or any omission or alleged omission to state therein any material fact required to be stated therein or necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading to the extent, but only to the extent, that such untrue statement or alleged untrue statement or omission or alleged omission was made in reliance upon and in conformity with the any information so furnished in writing by such Holder to the Company and the Guarantors expressly for use therein and shall reimburse the Company for any legal or other expenses reasonably incurred by the Company in connection with investigating or defending any such action or claim as such expenses are incurred. Notwithstanding the foregoing, in no event shall the liability of any selling Holder be greater in amount than such Holder's Maximum Contribution Amount (as defined below).

(c) Conduct of Indemnification Proceedings. If any proceeding shall be brought or asserted against any Person entitled to indemnity hereunder (an "Indemnified Party"), such Indemnified Party shall promptly notify the party or parties from which such indemnity is sought (the "Indemnifying Party" or "Indemnifying Parties", as applicable) in writing; but the omission to so notify the Indemnifying Party (i) will not relieve such Indemnifying Party from any liability under paragraph (a) or (b) above unless and only to the extent it is materially prejudiced as a result thereof and (ii) will not, in any event, relieve the Indemnifying Party from any obligations to any Indemnified Party other than the indemnification obligation provided in paragraphs (a) and (b) above.

The Indemnifying Party shall have the right, exercisable by giving written notice to an Indemnified Party, within 20 Business Days after receipt of written notice from such Indemnified Party of such proceeding, to assume, at its expense, the defense of any such proceeding; *provided*, that an Indemnified Party shall have the right to employ separate counsel in any such proceeding and to participate in the defense thereof, but the fees and expenses of such counsel shall be at the expense of such Indemnified Party or parties unless: (1) the Indemnifying Party has agreed to pay such fees and expenses; or (2) the Indemnifying Party shall have failed promptly to assume the defense of such proceeding or shall have failed to employ counsel reasonably satisfactory to such Indemnified Party; or (3) the named parties to any such proceeding (including any impleaded parties) include both such Indemnified Party and the Indemnifying Party or any of its affiliates or controlling persons, and such Indemnified Party shall have been advised by counsel that there may be one or more defenses available to such Indemnified Party that are in addition to, or in conflict with, those defenses available to the Indemnifying Party or such affiliate or controlling person (in which case, if such Indemnified Party notifies the Indemnifying Parties in writing that it elects to employ separate counsel at the expense of the Indemnifying Parties, the Indemnifying Parties shall not have the right to assume the defense and the reasonable fees and expenses of such counsel shall be at the expense of the Indemnifying Party; it being understood, however, that, the Indemnifying Party shall not, in connection with any one such proceeding or separate but substantially similar or related proceedings in the same jurisdiction, arising out of

the same general allegations or circumstances, be liable for the fees and expenses of more than one separate firm of attorneys (together with appropriate local counsel) at any time for such Indemnified Party).

No Indemnifying Party shall be liable for any settlement of any such proceeding effected without its written consent, which shall not be unreasonably withheld, but if settled with its written consent, or if there be a final judgment for the plaintiff in any such proceeding, each Indemnifying Party jointly and severally agrees, subject to the exceptions and limitations set forth above, to indemnify and hold harmless each Indemnified Party from and against any and all Losses by reason of such settlement or judgment. The Indemnifying Party shall not consent to the entry of any judgment or enter into any settlement unless such judgment or settlement (i) includes as an unconditional term thereof the giving by the claimant or plaintiff to each Indemnified Party of a release, in form and substance reasonably satisfactory to the Indemnified Party, from all liability in respect of such proceeding for which such Indemnified Party would be entitled to indemnification hereunder (whether or not any Indemnified Party is a party thereto) and (ii) does not include a statement as to or an admission of fault, culpability or a failure to act by or on behalf of any Indemnified Party.

(d) Contribution. If the indemnification provided for in this Section 8 is unavailable to an Indemnified Party or is insufficient to hold such Indemnified Party harmless for any Losses in respect of which this Section 8 would otherwise apply by its terms (other than by reason of exceptions provided in this Section 8), then each applicable Indemnifying Party, in lieu of indemnifying such Indemnified Party, shall have a joint and several obligation to contribute to the amount paid or payable by such Indemnified Party as a result of such Losses, in such proportion as is appropriate to reflect the relative fault of the Indemnifying Party, on the one hand, and such Indemnified Party, on the other hand, in connection with the actions, statements or omissions that resulted in such Losses as well as any other relevant equitable considerations. The relative fault of such Indemnifying Party, on the one hand, and Indemnified Party, on the other hand, shall be determined by reference to, among other things, whether any untrue or alleged untrue statement of a material fact or omission or alleged omission to state a material fact relates to information supplied by such Indemnifying Party or Indemnified Party, and the parties' relative intent, knowledge, access to information and opportunity to correct or prevent any such statement or omission. The amount paid or payable by an Indemnified Party as a result of any Losses shall be deemed to include any legal or other fees or expenses incurred by such party in connection with any proceeding, to the extent such party would have been indemnified for such fees or expenses if the indemnification provided for in Section 8(a) or 8(b) was available to such party.

The parties hereto agree that it would not be just and equitable if contribution pursuant to this Section 8(d) were determined by pro rata allocation or by other method of allocation that does not take account of the equitable considerations referred to in the immediately preceding paragraph. Notwithstanding the provisions of this Section 8(d), a selling Holder shall not be required to contribute, in the aggregate, any amount in excess of such Holder's Maximum Contribution Amount. A selling Holder's "Maximum Contribution Amount" shall equal the excess of (i) the aggregate proceeds received by such Holder pursuant to the sale of such Entitled Securities or Exchange Notes over (ii) the aggregate amount of damages that such Holder has otherwise been required to pay by reason of such untrue or alleged untrue statement or omission or alleged omission. No person guilty of fraudulent misrepresentation (within the meaning of Section 11(f) of the Securities Act) shall be entitled to contribution from any Person who was not guilty of such fraudulent misrepresentation. The Holders' obligations to contribute pursuant to this Section 8(d) are several in proportion to the respective principal amount of the Registrable Securities held by each Holder hereunder and not joint. The Company's and Guarantors' obligations to contribute pursuant to this Section 8(d) are joint and several.

The indemnity and contribution agreements contained in this Section 8 are in addition to any liability that the Indemnifying Parties may have to the Indemnified Parties.

9. **Rules 144 and 144A**

The Company covenants that it shall use its commercially reasonable efforts to (a) file the reports required to be filed by it (if so required) under the Securities Act and the Exchange Act in a timely manner and, if at any time the Company is not required to file such reports, it will, upon the written request of any Holder of Entitled Securities, make publicly available other information necessary to permit sales pursuant to Rule 144 and 144A and (b) take such further action as any Holder may reasonably request in writing, all to the extent required from time to time to enable such Holder to sell Entitled Securities without registration under the Securities Act pursuant to the exemptions provided by Rule 144 and Rule 144A. Upon the request of any Holder, the Company shall deliver to such Holder a written statement as to whether it has complied with such information and requirements. The Company will be deemed to have satisfied the foregoing requirements if Parent (as defined in the Indenture) files such reports required by the Indenture within the applicable time periods set forth therein.

10. **Underwritten Registrations of Entitled Securities**

If any of the Entitled Securities covered by any Shelf Registration Statement are to be sold in an underwritten offering, the investment banker or investment bankers and manager or managers that will manage the offering will be selected by the Holders of a majority in aggregate principal amount of such Entitled Securities included in such offering; *provided*, *however*, that such investment banker or investment bankers and manager or managers must be reasonably acceptable to the Company.

No Holder of Entitled Securities may participate in any underwritten registration hereunder unless such Holder (a) agrees to sell such Holder's Entitled Securities on the basis provided in any underwriting arrangements approved by the Persons entitled hereunder to approve such arrangements and (b) completes and executes all questionnaires, powers of attorney, indemnities, underwriting agreements and other documents required under the terms of such underwriting arrangements.

11. **Miscellaneous**

(a) Remedies. In the event of a breach by either the Company or any of the Guarantors of any of their respective obligations under this Agreement, each Holder, in addition to being entitled to exercise all rights provided herein, in the Indenture or, in the case of the Initial Purchasers, in the Purchase Agreement, or granted by law, including recovery of damages, will be entitled to specific performance of its rights under this Agreement. The Company and the Guarantors agree that monetary damages would not be adequate compensation for any loss incurred by reason of a breach by either the Company or any of the Guarantors of any of the provisions of this Agreement and hereby further agree that, in the event of any action for specific performance in respect of such breach, the Company shall (and shall cause each Guarantor to) waive the defense that a remedy at law would be adequate.

(b) No Inconsistent Agreements. The Company and each of the Guarantors have not entered, as of the date hereof, and the Company and each of the Guarantors shall not enter, after the date of this Agreement, into any agreement with respect to any of its securities that is inconsistent with the rights granted to the Holders of Securities in this Agreement or otherwise conflicts with the provisions hereof. The Company and each of the Guarantors have not entered and will not enter into any agreement with respect to any of its securities that will grant to any Person piggy-back rights with respect to a Registration Statement.

(c) Adjustments Affecting Entitled Securities. The Company shall not, directly or indirectly, take any action with respect to the Entitled Securities as a class that would adversely affect the ability of the Holders to include such Entitled Securities in a registration undertaken pursuant to this Agreement.

(d) Amendments and Waivers. The provisions of this Agreement may not be amended, modified or supplemented, and waivers or consents to departures from the provisions hereof may not be given, otherwise than with the prior written consent of the Holders of not less than a majority in aggregate principal amount of the then outstanding Entitled Securities in circumstances that would adversely affect any Holders of Entitled Securities; *provided*, *however*, that Section 8 and this Section 11(d) may not be amended, modified or supplemented without the prior written consent of each Holder. Notwithstanding the foregoing, a waiver or consent to depart from the provisions hereof with respect to a matter that relates exclusively to the rights of Holders of Entitled Securities whose securities are being tendered pursuant to the Exchange Offer or sold pursuant to a Notes Registration Statement and that does not directly or indirectly affect, impair, limit or compromise the rights of other Holders of Entitled Securities may be given by Holders of at least a majority in aggregate principal amount of the Entitled Securities being tendered or being sold by such Holders pursuant to such Notes Registration Statement.

(e) Notices. All notices and other communications provided for or permitted hereunder shall be made in writing by hand delivery, registered first-class mail, next-day air courier or telecopier:

(i) if to a Holder of Securities or to any Participating Broker-Dealer, at the most current address of such Holder or Participating Broker-Dealer, as the case may be, set forth on the records of the registrar of the Notes, with a copy in like manner to the Representative of the Initial Purchasers as follows:

Jefferies & Company, Inc.
520 Madison Avenue
New York, New York 10022
Facsimile No.: (212) 284-2280
Attention: General Counsel

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

Latham & Watkins LLP
885 Third Avenue
New York, New York 10022
Attention: Marc Jaffe, Esq., Ian Schuman, Esq.

(ii) if to the Initial Purchasers, at the address specified in Section 11(e)(1);

(iii) if to the Company or any Guarantor, as follows:

Lantheus Medical Imaging, Inc.
331 Treble Cove Road, Bldg. 600-2
North Billerica, Massachusetts 01862
Attention: Michael Duffy, Esq.

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

Avista Capital Holdings, L.P.
65 East 55th Street, 18th Floor
New York, NY 10022
Attention: Ben Silbert

Weil, Gotshal & Manges LLP
767 Fifth Avenue
New York, New York 10153
Attention: Todd R. Chandler, Esq.

All such notices and communications shall be deemed to have been duly given: when delivered by hand, if personally delivered; five Business Days after being deposited in the United States mail, postage prepaid, if mailed; one Business Day after being timely delivered to a next-day air courier guaranteeing overnight delivery; and when receipt is acknowledged by the addressee, if telecopied.

Copies of all such notices, demands or other communications shall be concurrently delivered by the Person giving the same to the Trustee under the Indenture at the address specified in such Indenture.

(f) Successors and Assigns. This Agreement shall inure to the benefit of and be binding upon the successors and assigns of each of the parties hereto, including, without limitation and without the need for an express assignment, subsequent Holders of Securities.

(g) Counterparts. This Agreement may be executed in any number of counterparts and by the parties hereto in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.

(h) Headings. The headings in this Agreement are for convenience of reference only and shall not limit or otherwise affect the meaning hereof.

(i) Governing Law. THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK WITHOUT REGARD TO PRINCIPLES OF CONFLICT OF LAW. THE COMPANY HEREBY IRREVOCABLY SUBMITS TO THE JURISDICTION OF ANY NEW YORK STATE COURT SITTING IN THE BOROUGH OF MANHATTAN IN THE CITY OF NEW YORK OR ANY FEDERAL COURT SITTING IN THE BOROUGH OF MANHATTAN IN THE CITY OF NEW YORK IN RESPECT OF ANY SUIT, ACTION OR PROCEEDING ARISING OUT OF OR RELATING TO THIS AGREEMENT, AND IRREVOCABLY ACCEPTS FOR ITS AND IN RESPECT OF ITS PROPERTY, GENERALLY AND UNCONDITIONALLY, JURISDICTION OF THE AFORESAID COURTS. THE COMPANY IRREVOCABLY WAIVES, TO THE FULLEST EXTENT IT MAY EFFECTIVELY DO SO UNDER APPLICABLE LAW, TRIAL BY JURY AND ANY OBJECTION THAT IT MAY NOW OR HEREAFTER HAVE TO THE LAYING OF VENUE OF ANY SUCH SUIT, ACTION OR PROCEEDING BROUGHT IN ANY SUCH COURT AND ANY CLAIM THAT ANY SUCH SUIT, ACTION OR PROCEEDING BROUGHT IN ANY SUCH COURT HAS BEEN BROUGHT IN AN INCONVENIENT FORUM. THE COMPANY IRREVOCABLY CONSENTS, TO THE FULLEST EXTENT IT MAY EFFECTIVELY DO SO UNDER APPLICABLE LAW, TO THE SERVICE OF PROCESS OF ANY OF THE AFOREMENTIONED COURTS IN ANY SUCH ACTION OR PROCEEDING

BY THE MAILING OF COPIES THEREOF BY REGISTERED OR CERTIFIED MAIL, POSTAGE PREPAID, TO THE COMPANY AT ITS SAID ADDRESS, SUCH SERVICE TO BECOME EFFECTIVE 30 DAYS AFTER SUCH MAILING. NOTHING HEREIN SHALL AFFECT THE RIGHT OF ANY HOLDER TO SERVE PROCESS IN ANY OTHER MANNER PERMITTED BY LAW OR TO COMMENCE LEGAL PROCEEDINGS OR OTHERWISE PROCEED AGAINST THE COMPANY IN ANY OTHER JURISDICTION.

(j) Severability. If any term, provision, covenant or restriction of this Agreement is held by a court of competent jurisdiction to be invalid, illegal, void or unenforceable, the remainder of the terms, provisions, covenants and restrictions set forth herein shall remain in full force and effect and shall in no way be affected, impaired or invalidated, and the parties hereto shall use their commercially reasonable efforts to find and employ an alternative means to achieve the same or substantially the same result as that contemplated by such term, provision, covenant or restriction. It is hereby stipulated and declared to be the intention of the parties that they would have executed the remaining terms, provisions, covenants and restrictions without including any of such that may be hereafter declared invalid, illegal, void or unenforceable.

(k) Securities Held by the Company or Its Affiliates. Whenever the consent or approval of Holders of a specified percentage of Securities is required hereunder, Securities held by the Company or its affiliates (as such term is defined in Rule 405 under the Securities Act) shall not be counted in determining whether such consent or approval was given by the Holders of such required percentage.

(l) Third Party Beneficiaries. Holders and Participating Broker-Dealers are intended third party beneficiaries of this Agreement and this Agreement may be enforced by such Persons.

(m) Entire Agreement. This Agreement, together with the Purchase Agreement and the Indenture, is intended by the parties as a final and exclusive statement of the agreement and understanding of the parties hereto in respect of the subject matter contained herein and therein and any and all prior oral or written agreements, representations, or warranties, contracts, understanding, correspondence, conversations and memoranda between the Initial Purchasers on the one hand and the Company and the Guarantors on the other, or between or among any agents, representatives, parents, subsidiaries, affiliates, predecessors in interest or successors in interest with respect to the subject matter hereof and thereof are merged herein and replaced hereby.

Remainder of Page Intentionally Blank

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

LANTHEUS MEDICAL IMAGING, INC.

By: /s/ Robert P.Gaffey
Name: Robert P.Gaffey
Title: Chief Financial Officer and Treasurer

LANTHEUS MI INTERMEDIATE, INC., as Guarantor

By: /s/ Robert P.Gaffey
Name: Robert P.Gaffey
Title: Chief Financial Officer and Treasurer

LANTHEUS MI REAL ESTATE, LLC, as Guarantor

By: /s/ Robert P.Gaffey
Name: Robert P.Gaffey
Title: Chief Financial Officer and Treasurer

ACCEPTED AND AGREED TO:

JEFFERIES & COMPANY, INC.

By: /s/ Michael Leder
Name: Michael Leder
Title: Managing Director

SCHEDULE I

INITIAL PURCHASERS

Jefferies & Company, Inc.

BMO Capital Markets Corp.

Natixis Securities North America Inc.

Exhibit 10.1

AMENDMENT NO. 1

TO

CREDIT AGREEMENT

AMENDMENT NO. 1, dated as of March 21, 2011 (this "Amendment"), to the Credit Agreement dated as of May 10, 2010 (as the same may be further amended, restated, supplemented or otherwise modified from time to time, the " Credit Agreement") by and among LANTHEUS MEDICAL IMAGING, INC., a Delaware corporation ("Borrower"), LANTHEUS MI INTERMEDIATE, INC. ("Lantheus MI") and LANTHEUS MI REAL ESTATE, LLC ("Lantheus Real Estate" and together with Lantheus MI, the "Guarantors"), Bank of Montreal, as administrative agent (in such capacity, the "Administrative Agent"), Harris N.A., as collateral agent (in such capacity, the "Collateral Agent"), the Lenders from time to time party thereto and the other parties thereto.

WITNESSETH:

WHEREAS, the Loan Parties, the Lenders, the Collateral Agent and the Administrative Agent wish to make certain amendments to the Credit Agreement on the terms and subject to the conditions herein provided;

NOW, THEREFORE, in consideration of the premises and the agreements, provisions and covenants herein contained, the parties hereto agree as follows:

SECTION 1. DEFINITIONS

Capitalized terms used but not defined in this Amendment shall have the meanings that are set forth in the Credit Agreement.

SECTION 2. AMENDMENTS

Effective as of the First Amendment Effective Date (as defined below) and subject to the satisfaction (or due waiver) of the conditions set forth in Section 3 of this Amendment, the Credit Agreement is hereby amended as follows:

(a) The definition of "LIBOR Rate" in Section 1.01 of the Credit Agreement is hereby amended and restated in its entirety to read as follows:

""LIBOR Rate" means a rate per annum equal to the greater of (a) 1.00% and (b) the rate determined in accordance with the following formula:

$$\text{LIBOR Rate} = \frac{\text{LIBOR}}{\text{1- Reserve Percentage}}"$$

(b) The definition of "Reference Rate" in Section 1.01 of the Credit Agreement is hereby amended and restated in its entirety to read as follows:

""Reference Rate" means, for any day, the rate per annum equal to the greatest of: (a) the rate of interest announced or otherwise established by the Administrative Agent from time to time as its prime commercial rate, or its equivalent,

for Dollar loans to borrowers located in the United States as in effect on such day, with any change in the Reference Rate resulting from a change in said prime commercial rate to be effective as of the date of the relevant change in said prime commercial rate (it being acknowledged and agreed that such rate may not be the Administrative Agent's best or lowest rate); (b) the sum of (i) the rate determined by the Administrative Agent to be the average (rounded upward, if necessary, to the next higher 1/100 of 1%) of the rates per annum quoted to the Administrative Agent at approximately 10:00 a.m. (Chicago time) (or as soon thereafter as is practicable) on such day (or, if such day is not a Business Day, on the immediately preceding Business Day) by two or more Federal funds brokers selected by the Administrative Agent for sale to the Administrative Agent at face value of Federal funds in the secondary market in an amount equal or comparable to the principal amount for which such rate is being determined, *plus* (ii) 1/2 of 1% and (c) 2.00%."

(c) A new definition of "2011 Senior Notes" is hereby added to Section 1.01 of the Credit Agreement in appropriate alphabetical order as follows:

""2011 Senior Notes" means the 9.75% Senior Notes due 2017 issued by the Borrower in an aggregate principal amount of $150,000,000 pursuant to the Second Supplemental Indenture, dated as of March 21, 2011, between the Borrower, the subsidiary guarantors party thereto and Wilmington Trust FSB, as trustee, and any exchange notes issued in respect thereof on substantially similar terms.

(d) Section 2.04(a) of the Credit Agreement is hereby amended and restated in its entirety to read as follows:

"(a) Reference Rate Loans. Each Reference Rate Loan shall bear interest on the principal amount thereof from time to time outstanding, from the date of such Revolving Loan until such principal amount becomes due, at a rate per annum equal to the Reference Rate plus 2.75%":

(e) Section 2.04(b) of the Credit Agreement is hereby amended and restated in its entirety to read as follows:

"(b) LIBOR Rate Loans. Each LIBOR Rate Loan shall bear interest on the principal amount thereof from time to time outstanding, from the date of such Revolving Loan until such principal amount becomes due, at a rate per annum equal to the LIBOR Rate plus 3.75%" :

(f) Section 7.01(a)(xi) of the Credit Agreement is hereby amended and restated in its entirety to read as follows:

"(xi) promptly after the sending or filing thereof, copies of all statements, reports and other information any Loan Party files with the SEC or any national (domestic or foreign) securities exchange, it being understood that documents required to be delivered pursuant to this clause (xi) may be delivered electronically and if so delivered, shall be deemed to have been delivered on the date on which (A) such document shall be available on the website of the Securities and Exchange Commission at http://www.sec.gov (or any successor website) or on the Borrower's website at http://www.lantheus.com (or any successor website) and (B) the Borrower provides an electronic link to such website to the Administrative Agent; and"

(g) Section 7.02(h)(J) of the Credit Agreement is hereby amended and restated in its entirety to read as follows:

"(J) the Borrower and the Parent may make Restricted Payments using the proceeds of Permitted Additional Debt, so long as (x) no Event of Default exists at the time any such Restricted Payment is made and (y) immediately after giving effect to each such Restricted Payment on a pro forma basis, the Consolidated Adjusted Total Leverage Ratio for the Parent and its Subsidiaries for the most recently ended four full fiscal quarters for which financial statements have been delivered to the Administrative Agent hereunder is not greater than 3.50:1.00; provided, that clause (y) shall not apply to Restricted Payments made using up to $150,000,000 in aggregate principal amount of Permitted Additional Debt comprised of the 2011 Senior Notes,"

(h) Section 7.03(a) of the Credit Agreement is hereby amended and restated in its entirety to read as follows:

"(a) Consolidated Total Leverage Ratio. Permit the Consolidated Total Leverage Ratio of the Parent and its Subsidiaries as of the last day of each period of four (4) consecutive fiscal quarters of the Parent and its Subsidiaries to be greater than the applicable ratio set forth below:

Fiscal Quarter End	Consolidated Total Leverage Ratio
The end of the fiscal quarter ending September 30, 2010	3.75:1.00
The end of the last fiscal quarter in Fiscal Year 2010 and the end of the first two fiscal quarters in Fiscal Year 2011	5.50:1.00
The end of the third fiscal quarter in Fiscal Year 2011	5.25:1.00
The end of the last fiscal quarter in Fiscal Year 2011	5.00:1.00
The end of the first fiscal quarter in Fiscal Year 2012	4.75:1.00
The end of the second and third fiscal quarters in Fiscal Year 2012	4.50:1.00
The end of the last fiscal quarter in Fiscal Year 2012 and the end of the first three fiscal quarters in Fiscal Year 2013	4.25:1.00
The end of the last fiscal quarter in Fiscal Year 2013 and the end of each fiscal quarter thereafter	3.75:1.00"

(i) Section 7.03(b) of the Credit Agreement is hereby amended and restated in its entirety to read as follows:

"(b) Consolidated Interest Coverage Ratio. Permit the Consolidated Interest Coverage Ratio of the Parent and its Subsidiaries as of the last day of each period of four (4) consecutive fiscal quarters of the Parent and its Subsidiaries to be less than the applicable ratio set forth below:

Fiscal Quarter End	Consolidated Interest Coverage Ratio
The end of the fiscal quarter ending September 30, 2010	2.25:1.00
The end of the last fiscal quarter in Fiscal Year 2010 and the end of the first three fiscal quarters in Fiscal Year 2011	1.75:1.00
The end of the last fiscal quarter in Fiscal Year 2011 and the end of the first fiscal quarter in Fiscal Year 2012	2.00:1.00
The end of the second and third fiscal quarters in Fiscal Year 2012	2.15:1.00
The end of the last fiscal quarter in Fiscal Year 2012 and the end of each fiscal quarter thereafter	2.25:1.00"

SECTION 3. CONDITIONS PRECEDENT TO EFFECTIVENESS

The amendments set forth in Section 2 of this Amendment shall become effective as of the date (the "First Amendment Effective Date") the following conditions precedent have been satisfied:

(a) The Administrative Agent shall have received counterparts of this Amendment duly executed by the Borrower, the Guarantors, the Administrative Agent, the Collateral Agent and each Lender;

(b) The Administrative Agent and Lenders shall have received all fees, costs and expenses due and payable under the Credit Agreement and the other Loan Documents (including without limitation the fees and out-of-pocket expenses of legal counsel to the Administrative Agent); and

(c) The representations and warranties contained in Section 4 of this Amendment shall be true and correct in all material respects as of the First Amendment Effective Date.

SECTION 4. REPRESENTATIONS AND WARRANTIES

On and as of the First Amendment Effective Date, after giving effect to this Amendment and the transactions contemplated hereby, each Loan Party party hereto represents and warrants to the Administrative Agent, the Collateral Agent and the Lenders as follows:

4.1 **Corporate Power and Authority.** Each Loan Party party hereto has all requisite power and authority to enter into this Amendment and to consummate the transactions contemplated hereby.

4.2 **Authorization of Agreements.** The execution, delivery and performance of this Amendment have been duly authorized by all necessary action on the part of each Loan Party party hereto.

4.3 **Incorporation of Representations and Warranties from the Credit Agreement.** The representations and warranties contained in ARTICLE VI of the Credit Agreement are true and correct in all material respects (except that such materiality qualifier shall not be applicable to any representations or warranties that already are qualified or modified as to "materiality" or "Material Adverse Effect" in the text thereof, which representations and warranties shall be true and correct in all respects subject to such qualification) on and as of the date hereof with the same effect as though made on and as of such date except to the extent that any such representation or warranty expressly relates solely to an earlier date (in which case such representation or warranty shall be true and correct in all material respects (except that such materiality qualifier shall not be applicable to any representations or warranties that already are qualified or modified as to "materiality" or "Material Adverse Effect" in the text thereof, which representations and warranties shall be true and correct in all respects subject to such qualification) on and as of such earlier date).

4.4 **Absence of Default.** Before and immediately after giving effect to this Amendment and the transactions contemplated hereby, no Default or Event of Default has occurred and is continuing or will result therefrom.

SECTION 5. MISCELLANEOUS

5.1 **References to Credit Agreement.** On and after the First Amendment Effective Date, each reference in the Credit Agreement to "this Agreement", "hereunder", "hereof", "herein" or words of like import referring to the Credit Agreement, and each reference in the other Loan Documents to the "Credit Agreement", "thereunder", "thereof" or words of like import referring to the Credit Agreement shall mean and be a reference to the Credit Agreement as amended by this Amendment.

5.2 **Effect on Credit Agreement.** Except as specifically amended by this Amendment, the Credit Agreement and the other Loan Documents shall remain in full force and effect and are hereby ratified and confirmed.

5.3 **Headings.** Section headings herein are included herein for convenience of reference only and shall not constitute a part hereof for any other purpose or be given any substantive effect.

5.4 **APPLICABLE LAW. THIS AMENDMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER SHALL BE GOVERNED BY, AND SHALL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK WITHOUT REGARD TO CONFLICT OF LAWS PRINCIPLES THEREOF.**

5.5 **Counterparts.** This Amendment may be executed in any number of counterparts, each of which when so executed and delivered shall be deemed an original, but all such counterparts together shall constitute but one and the same instrument. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart so that all signature pages are attached to the same document. Delivery of an executed signature page of this Amendment by facsimile transmission or electronic mail shall be as effective as delivery of a manually executed counterpart hereof.

5.6 **Loan Document.** This Amendment is a Loan Document.

5.7 **Costs and Expenses.** The Borrower agrees to pay on demand, regardless of whether the transactions contemplated by this Amendment are consummated: all reasonable out-of-pocket costs and expenses incurred by or on behalf of each Agent, including, without limitation, reasonable fees, costs, client charges and expenses of one primary counsel for the Agents in connection with the preparation, negotiation, execution or delivery of this Amendment and any agreements contemplated hereby.

[Signature Pages Follow]

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

BORROWER:

LANTHEUS MEDICAL IMAGING, INC.

By: /s/ Michael P. Duffy
Name: Michael P. Duffy
Title: Secretary

GUARANTORS:

LANTHEUS MI INTERMEDIATE, INC.

By: /s/ Michael P. Duffy
Name: Michael P. Duffy
Title: Secretary

LANTHEUS MI REAL ESTATE, LLC

By: /s/ Michael P. Duffy
Name: Michael P. Duffy
Title: Secretary

COLLATERAL AGENT:

HARRIS N.A.

By: /s/ Andrew J. Pluta
Name: Andrew J. Pluta
Title: Director

ADMINISTRATIVE AGENT:

BANK OF MONTREAL

By: /s/ Andrew J. Pluta
Name: Andrew J. Pluta
Title: Director

LENDER:

BANK OF MONTREAL

By: /s/ Andrew J. Pluta
Name: Andrew J. Pluta
Title: Director

NATIXIS

By: /s/ Frank H. Madden, Jr.
Name: Frank H. Madden, Jr.
Title: Managing Director

By: /s/ Tefta Ghilaga
Name: Tefta Ghilaga
Title: Director

JEFFERIES FINANCE LLC

By: /s/ E. Joseph Hess
Name: E. Joseph Hess
Title: Managing Director

Exhibit 99.1

Lantheus Medical Imaging Completes Private Offering of $150 Million of 9.750% Senior Notes Due 2017

N. BILLERICA, Mass. — Lantheus Medical Imaging, Inc. ("Lantheus") today announced the successful completion of its previously announced private offering (the "Offering") of $150 million in aggregate principal amount of its 9.750% Senior Notes due 2017 (the "New Notes"). The New Notes were offered as additional debt securities under an indenture (the "Indenture") pursuant to which Lantheus previously issued $250 million in aggregate principal amount of 9.750% Senior Notes due 2017.

Lantheus intends to use the net proceeds of the Offering to, among other things, (i) make a distribution to its ultimate parent company, Lantheus MI Holdings, Inc. ("Holdings"), to allow it to repurchase the remainder of its outstanding preferred stock and to pay a dividend to its common security holders and (ii) pay related fees and expenses.

The New Notes have not been registered under the Securities Act of 1933, as amended (the "Securities Act") or the securities laws of any other jurisdiction. As a result, they may not be offered or sold in the United States or to any U.S. persons except pursuant to an applicable exemption from, or in a transaction not subject to, the registration requirements of the Securities Act. The New Notes will be offered only to qualified institutional buyers pursuant to Rule 144A under the Securities Act and to non-U.S. persons outside the United States under Regulation S under the Securities Act.

This news release does not constitute an offer to sell, or a solicitation of an offer to buy, any securities. The Offering will be made only by means of the confidential offering memorandum.

About Lantheus Medical Imaging, Inc.

Lantheus Medical Imaging, Inc., a worldwide leader in diagnostic medicine for more than 50 years, is dedicated to creating and providing pioneering medical imaging solutions to improve the treatment of human disease. The Company's proven success in discovering, developing and marketing innovative medical imaging agents provides a strong platform from which to bring forward breakthrough new tools for the diagnosis and management of disease. Lantheus imaging products include the echocardiography contrast agent DEFINITY® Vial for (Perflutren Lipid Microsphere) Injectable Suspension, ABLAVAR® (gadofosveset trisodium), a first-in-class magnetic resonance agent indicated for the evaluation of aortoiliac occlusive disease in adults with known or suspected peripheral vascular disease, TechneLite® (Technetium Tc99m Generator), Cardiolite® (Kit for the Preparation of Technetium Tc99m Sestamibi for Injection), and Thallium 201 (Thallous Chloride Tl 201 Injection). Lantheus has more than 650 employees worldwide with headquarters in North Billerica, Massachusetts, and offices in Puerto Rico, Canada and Australia. For more information, visit www.lantheus.com.

Safe Harbor for Forward-Looking and Cautionary Statements

This press release contains forward-looking statements within the meaning of the Private Securities Litigation Reform Act of 1995. Such forward-looking statements are subject to risks and uncertainties that may be described from time to time in the Company's filings with the Securities and Exchange Commission. Factors which could materially affect such forward-looking statements are described in such filings. Readers are cautioned not to place undue reliance on the forward-looking statements contained herein, which speak only as of the date hereof. The Company undertakes no obligation to publicly update any forward-looking statement, whether as a result of new information, future developments or otherwise, except as may be required by law.

Contacts

Lantheus Medical Imaging
Linda Lennox, 978-671-8854
Cell: 978-995-5698