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UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
WASHINGTON, D.C. 20549

FORM 10-K

(Mark One)

☑ **ANNUAL REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934**

For the fiscal year ended December 31, 2024

☐ **TRANSITION REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934**

For the transition period from _____ to _____

Commission File Number 001-36569

LANTHEUS HOLDINGS, INC.

(Exact name of registrant as specified in its charter)

Delaware	**35-2318913**
(State or other jurisdiction of incorporation or organization)	**(I.R.S. Employer Identification No.)**
201 Burlington Road, South Building, Bedford, MA	**01730**
(Address of principal executive offices)	**(Zip Code)**

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

Securities registered pursuant to Section 12(b) of the Act:

Title of Each Class	Trading Symbol(s)	Name of Each Exchange on Which Registered
Common Stock, $0.01 par value per share	LNTH	NASDAQ Global Market

Securities registered pursuant to Section 12(g) of the Act:

None

Indicate by check mark if the registrant is a well-known seasoned issuer, as defined in Rule 405 of the Securities Act. Yes ☑ No ☐

Indicate by check mark if the registrant is not required to file reports pursuant to Section 13 or Section 15(d) of the Act. Yes ☐ No ☑

Indicate by check mark whether the registrant (1) has filed all reports required to be filed by Section 13 or 15(d) of the Securities Exchange Act of 1934 during the preceding 12 months (or for such shorter period that the registrant was required to file such reports), and (2) has been subject to such filing requirements for the past 90 days. Yes ☑ No ☐

Indicate by check mark whether the registrant has submitted every Interactive Data File required to be submitted pursuant to Rule 405 of Regulation S-T (§ 232.405 of this chapter) during the preceding 12 months (or for such shorter period that the registrant was required to submit such files). Yes ☑ No ☐

Indicate by check mark whether the registrant is a large accelerated filer, an accelerated filer, a non-accelerated filer, or a smaller reporting company. See definitions of "large accelerated filer," "accelerated filer," "smaller reporting company," and "emerging growth company" in Rule 12b-2 of the Exchange Act.

Large accelerated filer	☑	Accelerated filer	☐
Non-accelerated filer	☐	Smaller reporting company	☐
		Emerging growth company	☐

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

Indicate by check mark whether the registrant has filed a report on and attestation to its management's assessment of the effectiveness of its internal control over financial reporting under Section 404(b) of the Sarbanes-Oxley Act (15 U.S.C. 7262(b)) by the registered public accounting firm that prepared or issued its audit report. ☑

If securities are registered pursuant to Section 12(b) of the Act, indicate by check mark whether the financial statements of the registrant included in the filing reflect the correction of an error to previously issued financial statements. ☐

Indicate by check mark whether any of those error corrections are restatements that required a recovery analysis of incentive-based compensation received by any of the registrant's executive officers during the relevant recovery period pursuant to §240.10D-1(b). ☐

Indicate by check mark whether the registrant is a shell company (as defined by Rule 12b-2 of the Act) Yes ☐ No ☑

The aggregate market value of the registrant's common stock held by non-affiliates of the registrant on June 30, 2024 was approximately $4,238.4 million based on the last reported sale price of the registrant's common stock on the NASDAQ Global Market on June 30, 2024 of $80.29 per share.

As of February 20, 2025 the registrant had 68,476,575 shares of common stock, $0.01 par value, issued and outstanding.

DOCUMENTS INCORPORATED BY REFERENCE

Listed hereunder are the documents, portions of which are incorporated by reference, and the parts of this Form 10-K into which such portions are incorporated:

The Registrant's Definitive Proxy Statement for use in connection with the Annual Meeting of Stockholders to be held on May 1, 2025, portions of which are incorporated by reference into Parts II and III of this Form 10-K. The 2025 Proxy Statement will be filed with the Securities and Exchange Commission no later than 120 days after the close of our year ended December 31, 2024.

LANTHEUS HOLDINGS, INC.
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CAUTIONARY NOTE REGARDING FORWARD-LOOKING STATEMENTS

Some of the statements contained in this Annual Report on Form 10-K ("Form 10-K") are forward-looking statements within the meaning of Section 27A of the Securities Act of 1933, as amended (the "Securities Act"), and Section 21E of the Securities Exchange Act of 1934, as amended (the "Exchange Act"). These forward-looking statements, including, in particular, statements about our plans, strategies, prospects and industry estimates, are subject to risks and uncertainties. These statements identify prospective information and can generally be identified by words such as "anticipates," "believes," "can," "commitment," "could," "designed," "estimates," "expects," "generate," "impact," "increasing," "hopes," "intends," "launch," "likely," "long-term," "maintain," "may," "pipeline," "plans," "potential," "predict," "remain," "seek," "should," "sustain," "target," "will," "would" and similar expressions, or by express or implied discussions regarding potential acquisitions, collaborations, development and commercialization plans described in this Form 10-K, or regarding potential future revenues and expenses related to such acquisitions, collaborations, development and commercialization plans. Examples of forward-looking statements include statements we make relating to our outlook and expectations including, without limitation, in connection with:

- Continued market expansion and penetration for our established commercial products, particularly PYLARIFY and DEFINITY, in a competitive environment, and our ability to clinically and commercially differentiate our products;
- Our ability to have third parties manufacture our products and our ability to manufacture DEFINITY in our in-house manufacturing facility, in amounts and at the times needed;
- The availability of raw materials, key components, and equipment, either used in the production of our products and product candidates, or in the use by healthcare professionals ("HCPs") of our products and product candidates, including, but not limited to positron emission tomography ("PET") scanners PYLARIFY, MK-6240 and NAV-4694;
- Our ability to satisfy our obligations under our existing clinical development partnerships using MK-6240 or NAV-4694 as a research tool and under the license agreements through which we have rights to MK-6240 and NAV-4694, and to further develop and commercialize MK-6240 and NAV-4694 as approved products, including the timing for any potential regulatory submissions for these investigational assets;
- Our ability to successfully secure necessary shareholder and regulatory approvals relating to potential acquisitions, including of Life Molecular Imaging Ltd. ("Life Molecular") and Evergreen Theragnostics, Inc. ("Evergreen"), the time and expense involved in seeking to secure those approvals, potential disruption to our business operations or those of the companies we plan to acquire while the acquisitions are pending or as a result of regulatory requirements related to the acquisitions and potential disruption to operations and productivity during the integration process after necessary approvals are secured and the potential that we are unable to integrate and realize the anticipated benefits that each acquisition is predicted to bring;
- Our strategies, future prospects, and our projected growth, including revenue related to our collaboration agreements with POINT Biopharma Global Inc. ("POINT"), including our ability to obtain U.S. Food and Drug Administration ("FDA") approval for PNT2002 and PNT2003 and to be successful in the patent litigation associated with PNT2003;
- Our ability to successfully realize the anticipated benefits of our 2024 transactions with Perspective Therapeutics, Inc. ("Perspective");
- The cost, efforts and timing for clinical development, regulatory approval, adequate coding, coverage and payment, and successful commercialization of our product candidates and new clinical applications and territories for our products, in each case, that we or our strategic partners may undertake; and
- Our ability to identify opportunities to collaborate with strategic partners and to acquire or in-license additional diagnostic and therapeutic product opportunities in oncology, neurology and other strategic areas and continue to grow and advance our pipeline of products.

Forward-looking statements are based on our current expectations and assumptions regarding our business, the economy and other future conditions. Because forward-looking statements relate to the future, such statements are subject to inherent uncertainties, risks and changes in circumstances that are difficult to predict. Our actual results may differ materially from those contemplated by the forward-looking statements. These statements are neither statements of historical fact nor guarantees or assurances of future performance. The matters referred to in the forward-looking statements contained in this Form 10-K may not in fact occur. We caution you, therefore, against relying on any of these forward-looking statements. These forward-looking statements are subject to a number of risks, uncertainties and assumptions, including those described in Part I, Item 1A, *"Risk Factors"* of this Form 10-K.

Any forward-looking statement made by us in this Form 10-K speaks only as of the date on which it is made. Factors or events that could cause our actual results to differ may emerge from time to time, and it is not possible for us to predict all of them. We undertake 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.

SUMMARY OF MATERIAL RISKS ASSOCIATED WITH OUR BUSINESS

Our business is subject to a number of risks, including risks that may adversely affect our business, results of operations, cash flows, and prospects. These risks are discussed more fully below and include, but are not limited to:

Risks Related to Our Portfolio of Commercial Products

- Our ability to continue to grow PYLARIFY as a commercial product is dependent on (A) the ability of PET manufacturing facilities ("PMFs") to manufacture PYLARIFY to meet product demand, or that PYLARIFY will always be available at the specific time of day preferred by the end-user, (B) our ability to maintain adequate coding, coverage, and payment for PYLARIFY, (C) our ability to promote PYLARIFY to customers and to maintain PYLARIFY as the most utilized prostate-specific membrane antigen ("PSMA") PET imaging agent, including after the expiration of transitional pass-through payment status ("TPT Status") at the end of 2024, (D) whether and when a potential generic version of PYLARIFY may enter the market and (E) our ability to clinically and commercially differentiate PYLARIFY from other products.
- Our ability to continue to (A) grow the appropriate use of DEFINITY in suboptimal echocardiograms in a competitive environment, (B) mitigate the risk of generic competition as a result of patent and regulatory exclusivity expirations, (C) maintain DEFINITY as the most utilized ultrasound enhancing agent, and (D) have third parties manufacture our products and our ability to manufacture DEFINITY in our in-house manufacturing facility.

Risks Related to Reimbursement and Regulation

- The dependence of many of our customers upon third party healthcare payors and the uncertainty of third party coverage and reimbursement rates.
- Uncertainties regarding the impact of federal and state healthcare reform measures and proposals on our business, including measures and proposals related to reimbursement for our current and potential future products, controls over drug pricing, drug pricing transparency, generic drug competition and the potential that efforts to extend or secure separate or otherwise adequate payment for radiopharmaceutical diagnostics are unsuccessful.
- The extensive government regulation and oversight we and our business partners, suppliers and contract manufacturers are subject to, the ability to comply with those regulations and the costs of compliance, including costs to comply with new regulations or changes to the interpretation of existing regulations.

Risks Related to our Business Operations and Financial Results

- Our ability to hire or retain the number of qualified personnel, particularly scientific, medical and sales personnel, required for our business.
- Our ability, and our business partners' abilities, to defend against any claims that we, or our partners, have infringed, misappropriated or otherwise violated the patent or other intellectual property rights of a third party.
- Our ability to continue to grow PYLARIFY and to successfully launch new PET diagnostic products, including MK-6240 and NAV-4694, is dependent upon the availability of PET scanners generally.
- Our ability to successfully integrate acquisitions, including of Life Molecular and Evergreen, including the potential for unforeseen expenses related to integration activities, the accuracy of our financial models, the potential for unforeseen liabilities within those businesses, the ability to integrate disparate information technology systems, retain key talent and create a merged corporate culture that successfully realizes the full potential of the combined organization.
- Our ability to introduce new products and adapt to an evolving technology and medical practice landscape.
- Our ability to influence and manage the decision-making process with our collaboration partners, in particular where our partners are responsible for the performance of certain key tasks or functions, for example related to manufacturing or regulatory strategy, or where decisions may be controlled by, or subject to the approval of our collaboration partners, who may have views that differ from our own.

Risks Related to Our and our Strategic Partners' Portfolios of Clinical Development Candidates

- Risks associated with the commercialization of our diagnostic product candidates, MK-6240 and NAV-4694, to be used in diagnosing, staging and monitoring Alzheimer's disease, including (A) our ability to satisfy our obligations under our existing clinical development partnerships using those product candidates as a research tool; (B) disagreements with the counterparties to our license agreements for MK-6240 and NAV-4694 or the former stockholders of the companies we acquired who could receive future milestone and royalty-based payments that could arise over proprietary rights, contract interpretation or the preferred course of product research, development or marketing; and (C) our ability to further

develop and commercialize MK-6240 and NAV-4694 as approved products, including obtaining regulatory approval and gaining post-approval market acceptance and adequate coding, coverage, and payment.

- Risks associated with the development and commercialization of PNT2002, including (A) the outcome of the Phase 3 registrational clinical trial for PNT2002, which we refer to as SPLASH, after full data becomes available, (B) our ability to obtain regulatory approval for PNT2002; (C) the additional costs and risks associated with our ability to successfully launch PNT2002 as a commercial product; (D) the market and patient receptivity to PNT2002 as a radiopharmaceutical therapy; (E) the existence, availability and profile of competing products and therapies; (F) our ability to gain post-approval market acceptance and adequate coding, coverage, and payment for PNT2002; (G) POINT's ability to successfully develop and scale the manufacturing capabilities to support the launch of PNT2002; and (H) the outcome of the patent infringement claim by Endocyte, Inc. ("Endocyte"), Novartis and Purdue Research Foundation against POINT and Eli Lilly and Co ("Lilly") alleging that POINT's manufacturing and sale of PNT2002 infringes an Endocyte patent.
- Risks associated with the commercialization of PNT2003, including (A) the outcome of the patent infringement claim by Advanced Accelerator Applications USA, Inc. and Advanced Accelerator Applications SA, each a Novartis entity, in response to our filing of our Abbreviated New Drug Application; (B) our ability to obtain regulatory approval for PNT2003, including the 180-day period of generic marketing exclusivity in the U.S. market as the "first applicant," as provided under the Hatch-Waxman Act; (C) our ability to gain post-approval market acceptance and adequate coding, coverage, and payment for PNT2003; and (D) POINT's ability to successfully develop and scale the manufacturing capabilities to support the launch of PNT2003.
- Risks associated with our agreements with Perspective, including finalizing the license agreements in the event we exercise our options to do so, the value of our current and any future equity interest in Perspective, and Perspective's ability to successfully develop its alpha-particle therapy and innovative platform technology.
- Risks associated with the development of our pipeline assets, including (A) under agreements with third parties such as the license and collaboration agreement for LNTH-2401 and LNTH-2402 relating to RM2, (B) the development of LNTH-2403 and LNTH-2404, the associated investment in Radiopharm Theranostics Limited ("Radiopharm") and our co-development partnership with Radiopharm relating to the clinical development of our innovative products and product candidates in Australia.

Risks Related to our Capital Structure

- Risks related to our outstanding indebtedness and our ability to satisfy those obligations, including the 2.625% Convertible Senior Notes due 2027.
- Risks related to the ownership of our common stock.

NOTE REGARDING COMPANY REFERENCES

Unless the context requires otherwise, references to "Lantheus," "the Company," "our company," "we," "us" and "our" refer to Lantheus Holdings, Inc. and its direct and indirect wholly-owned subsidiaries; reference to "Lantheus Holdings" refer to Lantheus Holdings, Inc. and not to any of its subsidiaries; references to "LMI" refer to Lantheus Medical Imaging, Inc., the wholly owned subsidiary of Lantheus Holdings; references to "Lantheus Alpha" and "Meilleur" refer to Lantheus Alpha Therapy, LLC and Meilleur Technologies, Inc., respectively, each a wholly owned subsidiary of Lantheus Holdings; references to "Cerveau," "Lantheus Real Estate," "Lantheus Two," "Lantheus Three," and "Progenics" refer to Cerveau Technologies, Inc.; Lantheus MI Real Estate, LLC; Lantheus Two, LLC; Lantheus Three, LLC; and Progenics Pharmaceuticals, Inc., respectively, each a wholly owned subsidiary of LMI, and references to "EXINI" refer to EXINI Diagnostics AB, a wholly owned subsidiary of Progenics.

NOTE REGARDING TRADEMARKS

We own or have the rights to various trademarks, service marks and trade names, including, among others, the following: PYLARIFY®, DEFINITY®, and Find Fight and Follow® referred to in this Form 10-K. Solely for convenience, we refer to trademarks and service marks in this Form 10-K without the TM, SM and ® symbols. Those references are not intended to indicate, in any way, that we will not assert, to the fullest extent permitted under applicable law, our rights to our trademarks and service marks. Each trademark, trade name or service mark of any other company appearing in this Form 10-K is, to our knowledge, owned by that other company.

PART I

Item 1. Business

Overview

We are the leading radiopharmaceutical-focused company, delivering life-changing science to enable clinicians to Find, Fight and Follow disease to deliver better patient outcomes. We classify our products in three categories: Radiopharmaceutical Oncology, Precision Diagnostics, and Strategic Partnerships and Other Revenue. Our leading Radiopharmaceutical Oncology products help healthcare professionals ("HCPs") Find, Fight and Follow cancer. Our leading Precision Diagnostic products assist HCPs to Find and Follow diseases, with a focus in cardiology. Our Strategic Partnerships include biomarkers and digital solutions in support of our partners' therapeutic development, out-licensing agreements for non-core assets and optimization of our assets geographically.

Our commercial products are used by cardiologists, internal medicine physicians, nuclear medicine physicians, oncologists, radiologists, sonographers, technologists, and urologists working in a variety of clinical settings. We believe that our diagnostic products provide information that enables HCPs to better detect and characterize, or rule out, disease, with the potential to achieve better patient outcomes, reduce patient risk, and limit overall costs.

We produce and market our products throughout the United States (the "United States" or the "U.S."), selling primarily to hospitals, independent diagnostic testing facilities, and radiopharmacies. We sell our products outside the U.S. through a combination of direct distribution in Canada and third party distribution relationships in Europe, Canada, Australia, Asia-Pacific, Central America and South America.

Our executive offices are located in Bedford, Massachusetts, with additional offices in North Billerica, Massachusetts; Montreal, Canada and Lund, Sweden.

Chief Executive Officer Transition

On March 1, 2024, Brian Markison, became our Chief Executive Officer ("CEO"), and Mary Anne Heino retired as our CEO and became the Chair of our Board of Directors ("Board"). As part of this leadership transition, Mr. Markison assumed the role of Executive Chair of the Board as of January 23, 2024 until the effectiveness of his CEO appointment in March 2024, and Board Member Julie McHugh became Lead Independent Director.

Evolution into Fully-Integrated, Radiopharmaceutical Company

During 2024, we executed on our strategy to evolve into a fully integrated radiopharmaceutical company, supported by our increasingly diversified portfolio and our targeted initiatives to expand our pipeline, commercial, development and manufacturing capabilities. Over the course of the year and into 2025, we announced multiple strategic transactions, which further our goals to focus on new high growth markets and expand and diversify our capabilities and development pipeline with complementary assets. A brief description of these transactions is summarized below.

Pending Acquisition of Life Molecular Imaging

On January 13, 2025, we announced that we entered into a definitive agreement to acquire Life Molecular. Life Molecular is based in Berlin, Germany and is dedicated to advancing novel PET radiopharmaceutical diagnostics. The definitive agreement provides for an upfront payment of $350.0 million and up to an additional $400.0 million in potential earn-out and milestone payments. The transaction is expected to close in the second half of 2025, subject to the satisfaction of customary regulatory and closing conditions. This acquisition would enable us to establish a commercial franchise in Alzheimer's disease, expand our growth profile with Neuraceq, an approved Alzheimer's disease radiodiagnostic, enhance our research and development and clinical development capabilities, and strengthen our innovative radiodiagnostic pipeline.

Previously, on July 3, 2024,we acquired from Life Molecular the global rights to its clinical stage RM2, a gastrin-releasing peptide receptor ("GRPR")-targeting agent, including the associated novel, clinical-stage radiotherapeutic and radiodiagnostic pair, previously referred to as 177Lu-DOTA-RM2 and 68Ga-DOTA-RM2 (and which we now refer to as LNTH-2402 and LNTH-2401, respectively), for an upfront payment of $35.0 million plus a $1.0 million payment made prior to the acquisition, and potential regulatory milestone payments plus royalties (the "RM2 Asset Purchase"). GRPR is a member of the bombesin G protein-coupled receptor family, which has been found to be overexpressed in multiple cancers, including prostate, breast and lung. First-in-human dosimetry showed a favorable safety and dosimetry profile and confirmed preclinical data demonstrating dose-dependent efficacy of LNTH-2402. We intend to begin a Phase 1/2a study with LNTH-2402 in prostate cancer patients in 2025. We expect LNTH-2401 could be used as a companion diagnostic, and that together, LNTH-2401 and LNTH-2402 could potentially allow us to enter into new disease areas.

For more information on the acquisition of the global rights to RM2, see Note 21, *"Acquisition of Assets"* to our consolidated financial statements included in Part II, Item 8, *"Financial Statements and Supplementary Data"* of this Form 10-K.

Pending Acquisition of Evergreen Theragnostics

On January 27, 2025, we announced that we entered into an Agreement and Plan of Merger (the "Evergreen Merger Agreement") with Evergreen and Shareholder Representative Services LLC, pursuant to which we will acquire Evergreen by means of a statutory merger of our subsidiary with and into Evergreen, with Evergreen surviving as our wholly-owned subsidiary (the "Evergreen Merger"). Evergreen is a clinical-stage radiopharmaceutical company engaged in contract development and manufacturing services, as well as drug discovery and commercialization of proprietary products. Our acquisition of Evergreen would enhance our capabilities across the radiopharmaceutical value chain, specifically strengthening our clinical and commercial manufacturing capabilities in therapeutic oncology; expand our late-stage pipeline with a registrational-stage PET diagnostic agent that could complement PNT2003; and grow our early-stage pipeline with multiple clinical and pre-clinical theranostic pairs.

Acquisition of NAV-4694

On June 18, 2024, we acquired Meilleur Technologies, Inc. ("Meilleur"), including its asset NAV-4694, an investigational F-18-PET imaging agent that targets beta amyloids in Alzheimer's disease. Under the terms of the agreement, we paid the stockholders of Meilleur ("Meilleur Stockholders") an upfront payment of $32.9 million and an additional $10.0 million payment in August 2024 after the successful completion of a technology transfer. We could pay additional milestone payments upon achievement of specified U.S. regulatory milestones related to NAV-4694. We could also pay double-digit milestone payments upon achievement of specified annual commercial sales and double-digit royalty payments for research revenue and commercial sales. Research revenue is derived from partnerships with pharmaceutical companies and academic institutions that use NAV-4694 in clinical trials.

For more information, see Note 21, *"Acquisition of Assets"* to our consolidated financial statements included in Part II, Item 8, *"Financial Statements and Supplementary Data"* of this Form 10-K.

Exclusive License for Radiopharm Theranostics Limited

On June 15, 2024, we entered into an agreement with Radiopharm to acquire all of Radiopharm's global, exclusive rights to two licensed preclinical assets for an upfront payment of $2.0 million (the "Radiopharm Asset Purchase"). We acquired global, exclusive rights to both a monoclonal antibody that targets LRRC15, a preclinical therapeutic candidate targeting osteosarcoma, and a Trophoblast cell surface antigen 2 ("TROP2")-targeted nanobody, a preclinical stage therapy. In connection with this acquisition, we are assuming the underlying license agreements related to the two preclinical assets, together with their respective milestone and royalty payment obligations.

For more information, see Note 21, *"Acquisition of Assets"* to our consolidated financial statements included in Part II, Item 8, *"Financial Statements and Supplementary Data"* of this Form 10-K.

Strategic Agreements with Perspective Therapeutics, Inc.

On January 8, 2024, we entered into multiple strategic agreements with Perspective, a radiopharmaceutical company that is pursuing advanced treatment applications for cancers throughout the body. Under the agreements, we obtained an option to exclusively license Perspective's Pb212-VMT-α-NET, a clinical stage alpha therapy in development for the treatment of neuroendocrine tumors, and an option to co-develop certain early-stage therapeutic candidates targeting prostate cancer using Perspective's innovative platform technology for an aggregate upfront payment of $28.0 million in cash.

On March 1, 2024, we transferred the fixed assets and associated lease of our Somerset, New Jersey facility to Perspective, and the parties entered into a transition services arrangement pursuant to which we provided certain services relating to final disposal of radioactive waste and certain other related services.

During 2024, we also purchased an aggregate of 11,677,339 shares of Perspective's common stock (the "Perspective Shares"), after giving effect to a 1-for-10 reverse stock split, resulting in the Company holding approximately 19.9% of Perspective's outstanding common stock (or 17.35% on a fully diluted basis) as of March 6, 2024.

For more information, see Note 21, *"Acquisition of Assets"* to our consolidated financial statements included in Part II, Item 8, *"Financial Statements and Supplementary Data"* of this Form 10-K.

Other Notable Transactions

Prior to 2024, we executed on some additional transactions that are notable to our business, including the following:

Exclusive License for PNT2002 & PNT 2003

On December 20, 2022, we announced the closing of a set of strategic collaborations with POINT Biopharma Global Inc. ("POINT"), in which we were granted a license to exclusive worldwide rights (excluding Japan, South Korea, China (including Hong Kong, Macau and Taiwan), Singapore, and Indonesia) to co-develop and commercialize POINT's PNT2002 and PNT2003 product

candidates. PNT2002 is a PSMA-targeted radiopharmaceutical therapy in development for the treatment of metastatic castration-resistant prostate cancer ("mCRPC"). PNT2003 is a somatostatin receptor ("SSTR") therapy with non-carrier added lutetium-177, which is in registration to treat patients with SSTR-positive neuroendocrine tumors.

On December 27, 2023, Lilly announced the completion of its acquisition of POINT. The acquisition has not impacted the status of the license agreements related to these product candidates or the work being performed in connection with those license agreements and our collaboration with POINT.

PNT2002

POINT is generally responsible for funding and development activities required for FDA approval of PNT2002, including generating all clinical and nonclinical data, analysis and other information, and we are responsible for preparing for and seeking regulatory approval, as well as performing and funding all future development and commercialization following such approval. POINT will be responsible for all manufacturing of PNT2002, subject to certain exceptions described in the license and collaboration agreement between the Company and POINT, dated November 11, 2022 (the "PNT2002 License Agreement").

The Phase 3 registrational clinical trial for PNT2002 ("SPLASH") was designed to evaluate the efficacy and safety of PNT2002 in patients with mCRPC who have progressed following treatment with an androgen receptor pathway inhibitor ("ARPI"). On December 18, 2023, we announced that the SPLASH trial met its primary endpoint, demonstrating a median radiographic progression-free survival ("rPFS") per blinded independent central review of 9.5 months for patients treated with PNT2002, compared to 6 months for patients treated with ARPI in the control arm, a statistically significant 29% reduction in the risk of radiographic progression or death (hazard ratio ("HR") 0.71; p=0.0088). At the time of the analysis, interim overall survival ("OS") results were immature (46% of protocol pre-specified target OS events reached), and the HR was 1.11. On September 15, 2024, we presented additional clinical data from initial topline results of SPLASH during the European Society of Medical Oncology Congress 2024. On November 6, 2024, we announced that the second interim analysis performed at 75% of protocol pre-specified overall survival events demonstrated results for both rPFS and OS that did not materially change from the interim analysis that was performed at 46% of pre-specified events. The OS results and HR in the intent-to-treat population remain confounded by the overwhelming number of patients who crossed over to receive PNT2002. Crossover adjusted analyses were post-hoc, and we are continuing to review the data and perform additional subset analyses in collaboration with our partner in preparation for further interactions on our path forward.

PNT2002 demonstrated a favorable safety profile compared to patients treated with ARPI in the control arm. Only 3.0% of patients treated with PNT2002 halted or reduced therapy as a result of treatment-emergent adverse events ("TEAEs"), compared to 11.5% of patients treated with ARPI, and 17.1% of PNT2002 patients experienced serious TEAEs compared to 23.1% of ARPI patients.

The open-label study randomized 412 patients with PSMA-expressing mCRPC who had progressed on ARPI therapy and either refused or were not eligible for chemotherapy, in a 2:1 randomization ratio. At the time of the first interim analysis, 84.6% of patients who experienced progressive disease in the control arm subsequently crossed over to receive PNT2002. SPLASH was conducted across the United States, Canada, Europe, and the United Kingdom. Eighty percent of SPLASH patients resided in North America and approximately ten percent of all participants were Black or African American.

In June 2024, Endocyte, Novartis and Purdue Research Foundation sued POINT and Lilly alleging that POINT's manufacturing and sale of PNT2002 infringes an Endocyte patent.

PNT2003

POINT is responsible for curating all data, analysis and other information necessary for regulatory approval, and supporting us in the preparation of regulatory filings for PNT2003. We are responsible for preparing for and seeking regulatory approval of all such applications, as well as performing and funding all future development and commercialization following such approval. POINT will be responsible for all manufacturing of PNT2003, subject to certain exceptions described in the license and collaboration agreement between our subsidiary, Lantheus Three and POINT, dated November 11, 2022 (the "PNT2003 License Agreement").

On January 11, 2024, we announced that our Abbreviated New Drug Application ("ANDA") for PNT2003 had been accepted for filing by the FDA. On January 26, 2024, we were sued in the District Court for the District of Delaware by Advanced Accelerator Applications USA, Inc. and Advanced Accelerator Applications SA, each a Novartis entity, for patent infringement in response to our ANDA filing and Paragraph IV certification, consistent with the process established by the Hatch-Waxman Act. Under the terms of the Hatch-Waxman Act, full FDA approval of our ANDA filing could be subject to a stay of up to 30 months. If our filing is stayed for the full 30-month period and we are successful in obtaining FDA approval, we would expect to launch PNT2003 in 2026, although there can be no assurance of that approval or timing. Based on the most recent update to the FDA's online Paragraph IV database listings, we believe we are the first applicant to have filed a substantially complete ANDA for lutetium Lu 177 dotatate containing a Paragraph IV certification under the provisions of the Hatch-Waxman Act. As the first applicant, if our ANDA is approved, we

believe we will be eligible for 180 days of generic marketing exclusivity in the U.S. Upon approval, we believe PNT2003 will be the first radioequivalent to lutetium Lu 177 dotatate, which is indicated for the treatment of somatostatin receptor-positive gastroenteropancreatic neuroendocrine tumors ("GEP-NETs"), including foregut, midgut, and hindgut neuroendocrine tumors. We define radioequivalent as a radiopharmaceutical whose mechanism of action is determined to be equivalent to that of the reference product by the FDA, or a similar regulator outside the United States.

For more information, see Note 21, *"Acquisition of Assets"* to our consolidated financial statements included in Part II, Item 8, *"Financial Statements and Supplementary Data"* of this Form 10-K.

Our Portfolio of Commercial Products and Other Sources of Revenue

Radiopharmaceutical Oncology

Our commercial product in our Radiopharmaceutical Oncology category includes the following:

- PYLARIFY (also known as piflufolastat F-18, 18F-DCFPyL or PyL) is an F-18-labelled PSMA-targeted PET imaging agent used with PET/computed tomography ("CT"). PYLARIFY is indicated in the U.S. for PET imaging of PSMA-positive lesions in men with prostate cancer with suspected metastasis who are candidates for initial definitive therapy and in men with suspected recurrence based on elevated serum prostate-specific antigen ("PSA") levels. Piflufolastat F-18 is approved under the name PYLCLARI in Europe and licensed by us to Curium.

Precision Diagnostics

Our commercial products in our Precision Diagnostics category include the following:

- DEFINITY is an injectable ultrasound enhancing agent with perflutren-containing lipid microspheres, or microbubbles, that is used in echocardiography exams. The indication for DEFINITY in the U.S. is for use in adult and pediatric patients with suboptimal echocardiograms to opacify the left ventricular chamber and to improve the delineation of the left ventricular endocardial border. We believe we are currently the most utilized worldwide provider of ultrasound enhancing agents for use in echocardiography. DEFINITY is approved under the name LUMINITY in Europe and sold through third-party distribution relationships.
- TechneLite is a Technetium ("Tc-99m") generator that provides the essential nuclear material used by radiopharmacies to radiolabel NEUROLITE, CARDIOLITE and other Tc-99m-based radiopharmaceuticals used in nuclear medicine procedures. TechneLite uses Molybdenum-99 ("Mo-99") as its active ingredient.
- NEUROLITE is an injectable, Tc-99m-labeled imaging agent used with single-photon emission computed tomography ("SPECT") technology to identify the area within the brain where blood flow has been blocked or reduced due to stroke.
- Xenon-133 ("Xenon") is a radiopharmaceutical gas that is inhaled and used to assess pulmonary function and also to image cerebral blood flow. Xenon is manufactured by a third party as a bi-product of Mo-99 production and is processed and finished by us.
- CARDIOLITE, also known by its generic name sestamibi, is an injectable, Tc-99m-labeled imaging agent used in myocardial perfusion imaging ("MPI") procedures to assess blood flow to the muscle of the heart using SPECT. Included in CARDIOLITE revenues are branded CARDIOLITE and generic sestamibi revenues.

Strategic Partnerships and Other Revenue

Our commercial products in our Strategic Partnerships and Other Revenue product category include the following:

- Automated Bone Scan Index ("aBSI") automatically calculates the disease burden of prostate cancer by detecting and classifying bone scan tracer uptakes as metastatic or benign lesions using an artificial neural network. aBSI is FDA cleared and received a European Conformity Marking ("CE mark").
- aPROMISE, or PYLARIFY AI, is artificial intelligence medical device software that is designed to allow HCPs and researchers to perform standardized quantitative assessment of PSMA PET/CT images in prostate cancer, including those images obtained by using PYLARIFY.

Our Strategic Partnerships and Other Revenue, also includes revenue derived from partnerships with pharmaceutical companies and academic institutions that use our investigational products, such as MK-6240 and NAV-4694, in clinical trials as research tools, as well as royalties and other milestone payments received from our strategic partners that have commercialized products pursuant to license arrangements with us. For example, flurpiridaz is an F-18-based PET MPI agent that we previously licensed to GE Healthcare Limited ("GE Healthcare"). Flurpiridaz was approved by the FDA in 2024 under the name Flyrcado for PET MPI under rest or stress (pharmacologic or exercise) in adult patients with known or suspected coronary artery disease ("CAD") to evaluate for myocardial ischemia and infarction. Similarly, RELISTOR (methylnaltrexone bromide) is a treatment for opioid-induced constipation that decreases the constipating side effects induced by opioid pain medications such as morphine and codeine without diminishing their ability to relieve pain. RELISTOR is approved in two forms: a subcutaneous injection and an oral tablet. In 2011 Progenics licensed

methylnaltrexone ("MNTX") along with products containing MNTX, including both approved forms of RELISTOR, to Salix Pharmaceuticals, Inc., a Bausch Health Companies, Inc. ("Bausch") and on August 2, 2023, we sold the right to the RELISTOR net sales royalties under that license agreement and retained the rights to future sales-based milestone payments.

Additional Information about our Product Categories

Radiopharmaceutical Oncology

PYLARIFY is the most utilized radiopharmaceutical diagnostic agent indicated for PET imaging of PSMA-positive lesions in patients with prostate cancer with suspected metastasis who are candidates for initial definitive therapy and in patients with suspected recurrence based on elevated PSA levels. PYLARIFY works by binding to PSMA, a protein that is overexpressed on the surface of more than 90% of primary and metastatic prostate cancer cells. PYLARIFY works with PET/CT technology to produce a combined scan that enables the scan reader to detect and locate the disease.

According to the American Cancer Society, prostate cancer is the second most common cancer in American men - one in eight American men will be diagnosed with prostate cancer in their lifetimes and over 3.3 million American men are living with prostate cancer today. Based on estimates from third-party sources regarding the incidence of prostate cancer in men in the U.S., we believe the current market potential for PSMA PET imaging agents in the U.S. for 2025 could be about 525,000 scans, and the total addressable market by 2030 could be approximately 750,000 annual scans.

PYLARIFY is manufactured on a diverse, F-18 distributor supply network of PMFs, ensuring convenient and reliable supply. After being made on a cyclotron at a PMF, the F-18 is then combined with certain chemical ingredients in specially designed chemistry synthesis boxes to manufacture PYLARIFY. The finished PYLARIFY is then quality control tested and transferred to a radiopharmacist who prepares and dispenses patient-specific doses of the final product. Because each PMF manufacturing PYLARIFY is deemed by the FDA to be a separate manufacturing site, each is separately approved by the FDA. As of December 31, 2024, we had activated a total of 62 PMF manufacturing sites in our PMF network, up from 54 activated sites as of December 31, 2023. These additional sites provide geographic breadth, out-the-door time flexibility and added optionality. Overall, we have achieved broad national distribution of PYLARIFY with customers in 48 of 50 states, the District of Columbia and Puerto Rico.

In addition to our network of commercial PMFs, we also work with academic medical centers in the U.S. that have radioisotope-producing cyclotrons and that have expressed an interest in manufacturing PYLARIFY. For this initiative, we enter into a fee-for-service arrangement under which the academic medical center manufactures F-18 on its cyclotron and completes the manufacturing process for PYLARIFY. PYLARIFY can then be used by the academic medical center itself, and in some cases distributed to other customers under separate purchase agreements.

Our Healthcare Procedure Coding System code, which enables streamlined billing, went into effect as of January 1, 2022. In addition, effective January 1, 2022, the Centers for Medicare and Medicaid Services ("CMS") granted transitional pass-through payment status ("TPT Status") in the hospital outpatient setting for PYLARIFY, enabling traditional Medicare fee-for-service ("FFS") to provide separate payment for PYLARIFY in addition to the payment for the PET/CT procedure in that setting. TPT Status for PYLARIFY expired on December 31, 2024.

In November 2024, CMS released the final rule for its calendar year 2025 Medicare Hospital Outpatient Prospective Payment System (the "CMS 2025 OPPS Rule"), which recognizes the value and need for broad access in diagnostic radiopharmaceuticals. The rule provides separate payment for those diagnostic radiopharmaceuticals with per day costs greater than $630. Effective January 1, 2025, CMS is maintaining separate payment for PYLARIFY after the expiration of TPT Status for the approximately 20% of patients with traditional Medicare FFS insurance coverage who are treated in the hospital outpatient setting. The calendar year 2025 payment rate for PYLARIFY is listed in Addendum B of the final rule. We plan to continue working with CMS on the potential adoption of payment based on Average Sales Price ("ASP") in the future. We have been reporting ASP since our first dose sold, helping to provide a clear path forward for CMS to potentially make payments based on ASP instead of mean unit cost ("MUC").

Our continued growth of PYLARIFY will depend on our ability to clinically and commercially differentiate PYLARIFY from other products on the market and to maintain PYLARIFY as the most utilized PSMA PET imaging agent in a competitive space. PYLARIFY's current competition is primarily two Gallium-68 ("Ga-68")-based PSMA imaging agents, an F-18-based PSMA imaging agent, and other non-PSMA-based imaging agents commonly referred to as conventional imaging. The potential for future generic entrants to the market as a result of the expiry of PYLARIFY's five-year new chemical entity ("NCE") exclusivity period in 2026, on the fifth anniversary of the FDA's approval, could generate increased competition for PYLARIFY. Continued growth and revenue contribution from PYLARIFY will also depend on our ability to differentiate PYLARIFY, including through flexible and dependable access to PYLARIFY nationally, a best-in-class customer experience and through long-term strategic contracts.

We actively pursue patents in connection with PYLARIFY, both in the U.S. and internationally. In the U.S. for PYLARIFY, we have patents listed in the FDA's publication, "*Approved Drug Products with Therapeutic Equivalence Evaluations"* (the "Orange Book"), including composition of matter patents, the last of which expires in 2037. Outside of the U.S., we have, and are currently pursuing, additional patents related to piflufolastat F-18 to obtain similar patent protection as in the U.S.

See Part I, Item 1A. *"Risk Factors"* for information regarding certain risks associated with PYLARIFY and Part II, Item 7. "*Management's Discussion and Analysis of Financial Condition and Results of Operations - Comparison of the Periods Ended December 31, 2024 and 2023 - Revenues"* of this Form 10-K for further information on total revenue contributed by PYLARIFY since its approval.

Precision Diagnostics

DEFINITY is the most utilized ultrasound enhancing agent in the U.S. and is indicated for use in adult and pediatric patients with suboptimal echocardiograms to opacify the left ventricular chamber and to improve the delineation of the left ventricular endocardial border. Numerous patient conditions can decrease the quality of images of the left ventricle, the primary pumping chamber of the heart. The term DEFINITY refers to both its activated and non-activated forms.

DEFINITY is a clear, colorless, sterile liquid that, upon activation in a VIALMIX or VIALMIX RFID, medical devices specifically designed for DEFINITY, becomes a homogenous, opaque, milky white injectable suspension of perflutren-containing lipid microspheres. After activation and intravenous injection, DEFINITY opacifies the left ventricular chamber and improves the delineation of the left ventricular endocardial border, or innermost layer of tissue that lines the chamber of the left ventricle. Better visualization of the left ventricle allows clinicians to make more informed decisions about disease status.

Based on estimates from third party sources, we believe there were approximately 27 to 32 million echocardiograms performed in the U.S. in 2023 (the latest time period for which full year data is available). Assuming that between 20% and 30% of echocardiograms produce suboptimal images, as stated in the clinical literature, we estimate that approximately 5 to 10 million echocardiograms in 2023 produced suboptimal images.

Since its launch in 2001, DEFINITY has been used in imaging procedures in more than 28 million echocardiograms throughout the world. In March 2024, we received FDA approval for our supplemental new drug application for the use of DEFINITY in pediatric patients with suboptimal echocardiograms. The FDA decision was based on usage data from three pediatric clinical trials conducted with DEFINITY. We estimate that, as of December 31, 2024, DEFINITY had over 80% share of the U.S. segment for ultrasound enhancing agents in echocardiography procedures. DEFINITY currently competes with two other FDA-approved ultrasound enhancing agents, as well as echocardiography without the use of ultrasound enhancing agents and non-echocardiography imaging modalities. DEFINITY and the other FDA-approved ultrasound enhancing agents all carry an FDA-required boxed warning, which has been modified over time, to notify physicians and patients about potentially serious safety concerns or risks posed by the products. See Part I, Item 1A. *"Risk Factors-Ultrasound enhancing agents may cause side effects which could limit our ability to sell DEFINITY,"* of this Form 10-K for more information.

We continue to actively pursue additional patents in connection with DEFINITY, both in the U.S. and internationally. In the U.S. for DEFINITY, we have Orange Book-listed method-of-use patents, the last of which expires in 2037, as well as additional manufacturing patents that are not Orange Book-listed expiring in 2037. The Orange Book-listed patents include a patent on the use of VIALMIX RFID (see below), which expires in 2037; we have submitted additional VIALMIX RFID patent applications in major markets throughout the world.

DEFINITY is activated through the use of medical devices branded as VIALMIX and VIALMIX RFID. The activation rate and time are controlled by VIALMIX RFID through the use of radio-frequency identification technology ("RFID") to ensure reproducible activation of DEFINITY. The RFID tag, which is affixed to the vial label, enables the DEFINITY vial to be appropriately activated with the VIALMIX RFID activation device. We rely on Jubilant HollisterStier ("JHS") as a significant supplier of DEFINITY. We also produce DEFINITY in our in-house manufacturing facility at our North Billerica campus.

See Part I, Item 1A. *"Risk Factors"* for information regarding certain risks associated with DEFINITY and Part II, Item 7. *"Management's Discussion and Analysis of Financial Condition and Results of Operations - Comparison of the Periods Ended December 31, 2024 and 2023 - Revenues"* for further information on revenue contributed by DEFINITY.

TechneLite

TechneLite is a self-contained system or generator of Tc-99m, a radioactive isotope with a six hour half-life, used by radiopharmacies to prepare various nuclear imaging agents. Tc-99m results from the radioactive decay of Mo-99, itself a radioisotope with a 66-hour half-life sourced in our supply chain in nuclear research reactors located in Belgium, South Africa and Australia from enriched uranium. The TechneLite generator houses a vertical glass column at its core that contains Mo-99, which degrades to Tc-99m. During our manufacturing process, Mo-99 is added to the column within the generator where it is adsorbed onto alumina powder. The column is sterilized, enclosed in a lead shield and further sealed in a cylindrical plastic container, which is then immediately shipped to our radiopharmacy customers. Because of the half-lives of Mo-99 and Tc-99m, radiopharmacies typically purchase TechneLite generators on a weekly basis pursuant to standing orders.

Our ability to produce and market TechneLite is highly dependent on our supply of Mo-99. See *"Raw Materials and Supply Relationships—Molybdenum-99"* below.

TechneLite is currently marketed primarily in the U.S., Canada, Central America and South America, largely to radiopharmacies that prepare unit doses of radiopharmaceutical imaging agents and ship these preparations directly to hospitals for administration to patients.

See Part II, Item 7. *"Management's Discussion and Analysis of Financial Condition and Results of Operations - Comparison of the Periods Ended December 31, 2024 and 2023 - Revenues"* for further information on revenue contributed by TechneLite.

Strategic Partnerships and Other Revenue

We continue to seek ways to further increase the overall value of our products and product candidates. In addition to our recently announced plans to acquire Life Molecular and Evergreen, we are evaluating a number of different opportunities to collaborate, in-license or acquire additional products, product candidates, businesses and technologies to drive our future growth. In particular, we are focused on radiopharmaceutical diagnostic and therapeutic product opportunities in oncology, neurology and other strategic areas that complement our existing portfolio. Our Biomarker Solutions business focuses on advancing innovative imaging biomarker solutions, such as our investigational late-stage Alzheimer's disease radiodiagnostic candidates, MK-6240 and NAV-4694, through collaborations with pharmaceutical companies and academic centers.

Our Biomarker Solutions business also includes our Microbubble Platform, in which we generally enter into collaborations with partners seeking to include our microbubble as part of a kit used with our partner's medical device for therapeutic applications. In these collaborations, our microbubble is generally intended to be used as a vehicle to deliver a therapeutic drug. Our Digital Solutions business focuses on developing and commercializing 510(k) cleared and CE marked digital applications to enhance the performance of imaging agents; our Digital Solutions portfolio currently includes aBSI, aPROMISE, and PYLARIFY AI.

Oncology

As we continue to pursue expanding strategic partnerships, our Biomarker Solutions activities in oncology include:

- *Prostate Cancer* – We collaborate with pharmaceutical companies developing therapies and diagnostics in prostate cancer.
    - Curium (our licensee for piflufolastat F-18 in Europe) is commercializing piflufolastat F-18 under the name PYLCLARI in Europe. In addition, we previously entered into an agreement with Curium to add PYLARIFY to its U.S. ECLIPSE trial, a multi-center, open-label, randomized Phase 3 trial comparing the safety and efficacy of Curium's PSMA-targeted therapeutic versus hormone therapy in patients mCRPC. PYLARIFY is being used to determine PSMA-avidity as part of patient selection.
    - We have also entered into several other separate agreements, including with POINT and Regeneron Pharmaceuticals, Inc., under which we supply PYLARIFY in connection with their clinical trials. Under a strategic collaboration with the Prostate Cancer Clinical Trial Consortium ("PCCTC"), a premier multicenter clinical research organization that specializes in prostate cancer research, our artificial intelligence ("AI") platform is being integrated into PCCTC studies to advance the development and validation of novel AI-enabled biomarkers.
- *Pan-Oncology* - In collaboration with Ratio Therapeutics LLC (previously Noria Therapeutics, Inc.), we are developing LNTH-1363S, a novel copper-64 labeled PET imaging agent, targeting fibroblast activation protein alpha. We believe this diagnostic agent candidate could have broad potential applicability and use in oncology as well as inflammatory diseases. In 2024, we completed a Phase 1 study for LNTH-1363S to evaluate the pharmacokinetics, biodistribution and radiation dosimetry in adult healthy volunteers and initiated a Phase 1/2a study.

Microbubble Platform

We previously entered into microbubble collaborations with strategic partners that are using our microbubbles in connection with the development of their medical devices. For example, CarThera SAS is developing SonoCloud, a proprietary implantable device in development for the treatment of recurrent glioblastoma that will be used in combination with our microbubbles. Similarly, Insightec Ltd. is developing a transcranial guided focused ultrasound device for the treatment of glioblastoma, as well as other neurodegenerative conditions, and such device will also be used in combination with our microbubbles.

MK-6240

MK-6240 is an investigational late-stage F-18-labeled PET imaging agent designed to detect tau protein in the form of neurofibrillary tangles in the brains of patients with known or suspected Alzheimer's disease. MK-6240 is currently in Phase 3 development and is also being used as a biomarker in more than 100 ongoing academic and industry sponsored clinical trials, many for late-stage therapeutic candidates. Research revenue is derived from the use of MK-6240 in those clinical trials and includes milestone and dose-related payments.

NAV-4694

NAV-4694 is an investigational late-stage F-18-labeled PET imaging agent that targets beta amyloid in Alzheimer's disease. NAV-4694 is currently in Phase 3 development and is also being used in academic and industry sponsored clinical trials. Research revenue is derived from the use of NAV-4694 in those clinical trials and includes milestone and dose-related payments.

RELISTOR

On August 2, 2023, we sold our right to our RELISTOR net sales royalty asset under our license agreement with Bausch; we retained the rights to future sales-based milestone payments. We received an initial payment of approximately $98.0 million in connection with the sale. Pursuant to our license agreement with Bausch, we are eligible to receive one-time sales milestone payments upon achievement of specified U.S. net sales targets, including:

U.S. Net Sales Levels in any Single Calendar Year	Payment
In excess of $150 million	$15.0 million
In excess of $200 million	$20.0 million
In excess of $300 million	$30.0 million
In excess of $750 million	$50.0 million
In excess of $1 billion	$75.0 million

During the fourth quarter of 2023, the Company earned the $15.0 million sales-based milestone payment listed above and did not earn a sales-based milestone payment in 2024. Each sales milestone payment is payable one time only, regardless of the number of times the condition is satisfied. The remaining milestone payments could be made within the same calendar year if the highest sales levels were reached in any single calendar year.

aBSI

aBSI automatically calculates the disease burden of prostate cancer by detecting and classifying bone scan tracer uptakes as metastatic or benign lesions using an artificial neural network. The cloud based aBSI was made available for clinical use in the U.S. on August 5, 2019. In February 2020, Progenics received a CE mark for the standalone workstation model of aBSI, meeting the quality standards set by the European Economic Area. In September 2020, the FDA granted 510(k) clearance for the use of aBSI as software-as-a-medical device on a GE Healthcare imaging system.

PYLARIFY AI

PYLARIFY AI is an FDA-cleared AI medical device software that is designed to allow healthcare professionals and researchers to perform standardized quantitative assessment of PSMA PET/CT images in prostate cancer, including those images obtained by using PYLARIFY. Our subsidiary, EXINI, was granted 510(k) clearance by the FDA in the U.S. and received a CE mark in Europe for aPROMISE. We commercially launched aPROMISE under the name PYLARIFY AI in the U.S. in November 2021 and the FDA granted us an additional 510(k) clearance during the second quarter of 2022.

Flurpiridaz

In 2017, we entered into a definitive, exclusive global Collaboration and License Agreement with GE Healthcare for development and worldwide commercialization of flurpiridaz, an F-18-based PET MPI agent designed to assess blood flow to the heart in patients suspected of CAD. Under the agreement, we received an upfront cash payment of $5.0 million and are eligible to receive up to $60.0 million in regulatory and sales milestone payments, tiered double-digit royalties on U.S. sales, and mid-single digit

royalties on sales outside of the U.S. In September 2024, GE Healthcare announced that it had received FDA approval of flurpiridaz under the name Flyrcado for coronary artery disease diagnosis and anticipated commercialization to begin in the first half of 2025.

See Part I, Item 1A. *"Risk Factors"* for information regarding certain risks associated with our strategic activities.

Our Clinical Development Candidates

In addition to our commercial products and strategic partnerships with third parties, we also have ongoing clinical development programs, including the following:

- **MK-6240** is an investigational late-stage F-18-labeled PET imaging agent that targets tau tangles in Alzheimer's disease. MK-6240 is currently in Phase 3 development and is also being used in over 100 ongoing academic and industry trials, many for late-stage therapeutic candidates.
- **NAV-4694** is an investigational late-stage F-18-labeled PET imaging agent that targets beta amyloid in Alzheimer's disease, NAV-4694 is currently in Phase 3 development and is also being used in academic and industry sponsored clinical trials.
- **PNT2002** is an investigational PSMA-targeted radiopharmaceutical therapy for the treatment of mCRPC. On December 18, 2023, we announced positive topline results from SPLASH, the Phase 3 registrational trial for PNT2002 designed to evaluate superiority to the standard of care in mCRPC pre-chemotherapy patients who have failed one androgen receptor pathway inhibitor. At the time of the analysis, interim OS results were immature (46% of protocol pre-specified target OS events reached), and the HR was 1.11. On September 15, 2024, we presented additional clinical data from initial topline results of SPLASH during the European Society of Medical Oncology Congress 2024. On November 6, 2024, we announced that the second interim analysis performed at 75% of protocol pre-specified OS demonstrated results for both rPFS and OS that did not materially change from the interim analysis that was performed at 46% of pre-specified OS events. Crossover adjusted analyses were post hoc, and we are continuing to review the data and perform additional subset analyses in collaboration with our partner in preparation for further interactions on our path forward.
- **PNT2003** is an investigational SSTR therapy with non-carrier added lutetium-177, which is in registration to treat patients with SSTR-positive neuroendocrine tumors. On January 11, 2024, we announced that our ANDA for PNT2003, which included Paragraph IV certification, was accepted for filing by the FDA. Pursuant to the procedure set forth in the Hatch Waxman Act, we were sued for patent infringement by Advanced Accelerator Applications USA, Inc. and Advanced Accelerator Applications SA, each a Novartis entity. See Part I, Item 1. *"Business - Other Notable Transactions - Exclusive License for PNT2002 & PNT2003 - PNT2003,"* for more information on the litigation.
- **LNTH-1363S** is an investigational fibroblast activation protein, alpha targeted, copper-64 labeled PET imaging agent candidate that we believe could have broad potential imaging applicability and use in oncology. We completed a Phase 1 study for LNTH-1363S to evaluate the pharmacokinetics, biodistribution and radiation dosimetry in adult healthy volunteers and initiated a Phase 1/2a study.
- **LNTH-2401**, also known as 68Ga-DOTA-RM2, is a novel radiodiagnostic targeting the gastrin-releasing peptide receptor. We expect LNTH-2401 could be used as a companion diagnostic to LNTH-2402.
- **LNTH-2402**, also known as 177Lu-DOTA-RM2, is a novel gastrin-releasing peptide receptor targeted radiotherapeutic for solid tumors including prostate, breast, lung and other cancers. We intend to begin a Phase 1/2a study with LNTH-2402 in prostate cancer patients in 2025.
- **LNTH-2403**, also known as LRRC15, is a leucine-Rich Repeat-Containing Protein 15 targeted radiotherapeutic. It received Orphan Drug and Rare Pediatric Disease designation from the FDA for the treatment of osteosarcoma.
- **LNTH-2404** is a Trophoblast cell surface antigen-2 targeted radiotherapeutic designed to target TROP2, an intracellular calcium signal transducer that is overexpressed in various types of adenocarcinomas with minimal expression in normal tissues and is associated with tumor aggressiveness, poor prognosis and drug resistance.

For the years ended December 31, 2024, 2023 and 2022, we invested $168.1 million, $77.7 million and $311.7 million in research and development ("R&D"), respectively, primarily related to our clinical development candidates. In addition to our clinical development group, our R&D team also includes our Medical Affairs, Regulatory, Clinical Operations, Research and Pharmaceutical Development, and Isotope Strategy functions.

See Part I, Item 1A. *"Risk Factors"* for information regarding certain risks associated with our strategic partnerships and clinical development programs.

Distribution, Marketing and Sales

The following table sets forth certain key market information for each of our commercial pharmaceutical products within each product category:

Product	Approved Markets
Radiopharmaceutical Oncology	
PYLARIFY	European Union*, United States
Precision Diagnostics	
DEFINITY (or LUMINITY)	Australia, Canada, China, European Union, European Economic Area, Israel, New Zealand, United Kingdom, United States
TechneLite	Australia, Canada, Colombia, South Korea, Taiwan, United States
NEUROLITE	Australia, Austria, Belgium, Canada, Costa Rica, Denmark, France, Germany, Hong Kong, Italy, Japan, Luxembourg, South Korea, Spain, Taiwan, United States
Xenon	United States
CARDIOLITE	Australia, Canada, Israel, Japan, New Zealand, South Korea, Taiwan, United States

*Approved under the name PYLCLARI and licensed to Curium.

With respect to our medical devices:

- Progenics received a CE mark for the standalone workstation model of aBSI, meeting the quality standards set by the European Economic Area. In September 2020, the FDA granted 510(k) clearance for the use of aBSI as software-as-a-medical device on a GE Healthcare imaging system.
- EXINI was granted 510(k) clearance by the FDA in the U.S. and received a CE mark in Europe for aPROMISE. We launched aPROMISE under the name PYLARIFY AI in the U.S.

PYLARIFY sales are generated in the U.S. through an internal PYLARIFY sales team, as well as a sales team at some of our PMF partners. Sales of DEFINITY are generated in the U.S. through an internal DEFINITY sales team. While a small portion of our SPECT product sales in the U.S. are generated through our internal sales force to hospitals and clinics that maintain their own in-house radiopharmaceutical preparation capabilities, we primarily sell our SPECT products, including TechneLite, NEUROLITE, Xenon, and CARDIOLITE, to large radiopharmacy chains. We have licensed RELISTOR to Bausch, and while we have sold the right to our RELISTOR net sales royalties under our license agreement, we have retained the rights to future sales-based milestone payments generated by Bausch.

Flurpiridaz F-18 is licensed to GE Healthcare, which is commercializing it as Flyrcado in the United States. We are entitled to milestone and royalty-based payments for Flyrcado.

Seasonality

We have some modest seasonality for our products as patients may seek to schedule diagnostic imaging and other procedures less frequently during the summer vacation months and over the year-end holidays.

Customers

No customer accounted for greater than 10% of revenues for the years ended December 31, 2024, 2023, and 2022.

Backlog

Our backlog consists of orders for which a delivery schedule within the next twelve months has been specified. Orders included in backlog may be canceled or rescheduled by customers at any time with the exception of TechneLite orders. TechneLite customers must provide us with four weeks advanced notice to cancel an order. We do not believe that our backlog at any particular time is meaningful because it has historically been immaterial relative to our consolidated revenues and is not necessarily indicative of future revenues for any given period.

Competition

We believe that our key product characteristics, such as proven efficacy, reliability and safety, coupled with our core competencies, such as our efficient manufacturing processes, our established distribution network, our experienced field sales organization and our customer service focus, are important factors that distinguish us from our competitors.

The markets for our products are highly competitive and continually evolving. Our principal competitors for our current commercial products and leading clinical development candidates include large, global companies that are more diversified than we are and that have substantial financial, manufacturing, sales and marketing, distribution and other resources.

- For PYLARIFY, our principal competitors are currently Telix Pharmaceuticals Limited, Novartis AG, and Blue Earth Diagnostics Ltd., a subsidiary of Bracco Diagnostics Inc. ("Bracco"); and there is the potential for future competition from others who may submit regulatory applications in anticipation of PYLARIFY's NCE exclusivity expiry in 2026.
- For DEFINITY, our competitors currently include GE Healthcare and Bracco.
- For a number of our SPECT products, our competitors currently include Curium, GE Healthcare, Bracco, and Jubilant Life Sciences, an affiliate of JHS and Jubilant Radiopharma, and potentially BWXT Medical.

Any product candidates that we successfully develop and commercialize will compete with existing products and new products that may become available in the future. For example, for PNT2003, our principal competitors may include Novartis AG; ITM Radiopharma; Curium, and RayzeBio (acquired by Bristol Myers Squibb). For MK-6240 and NAV-4694, our principal competitors may include Lilly and GE Healthcare.

We cannot anticipate the actions of our current or future competitors in the same or competing modalities, such as significant price reductions on competitive products, development of new products that are more cost-effective or have superior performance than our current or future products, or the introduction of generic versions after our proprietary products lose their patent or regulatory exclusivity protection. In addition, distributors of our products could attempt to shift end-users to competing modalities and products, or bundle the sale of a portfolio of products, in either case to the detriment of our specific products. Our current or future products could be rendered obsolete or uneconomical as a result of these activities.

Further, the radiopharmaceutical and biopharmaceutical industry continues to evolve strategically, with several market participants recently acquired by larger companies that may have more significant resources than ours. In addition, the supply-demand dynamics of the industry are complex because of large market positions of some participants, legacy businesses, government subsidies (in particular, relating to the manufacture of radioisotopes), government reimbursement policies, such as TPT Status, and group purchasing arrangements. We cannot predict what impact new owners and new operators may have on the strategic decision-making of our competitors, customers, and suppliers.

Raw Materials and Supply Relationships

We rely on certain raw materials and supplies to produce our products. Due to the specialized nature of our products and the limited, and sometimes intermittent, supply of raw materials available in the market, we have established relationships with several key suppliers. For the year ended December 31, 2024, our largest suppliers of raw materials and supplies were Institute for Radioelements ("IRE"), the Australian Nuclear Science and Technology Organisation ("ANSTO"), and NTP Radioisotopes ("NTP"), which, in the aggregate, accounted for approximately 7.8% of our total purchases and relate specifically to TechneLite.

Molybdenum-99

Our TechneLite, CARDIOLITE and NEUROLITE products all rely on Mo-99, the radioisotope which is produced by bombarding uranium with neutrons in research reactors. With a 66-hour half-life, Mo-99 decays into, among other things, Tc-99m, a radioisotope with a half-life of six hours. Tc-99m is an isotope that is attached to radiopharmaceuticals, including our own NEUROLITE and CARDIOLITE, during the labeling process and is the most common radioisotope used for medical diagnostic imaging purposes.

We currently purchase finished Mo-99 from three of the four main processing sites in the world, namely IRE in Belgium, NTP in South Africa and ANSTO in Australia.

Although we believe we have the most globally diverse Mo-99 supply, we still face supplier and logistical challenges in our Mo-99 supply chain. When one supplier experiences outages, we generally rely on other suppliers to limit the impact of the outages. We believe we effectively manage these various supply chain challenges, but depending on reactor and processor schedules and operations, at times we have not been able to fill some or all of the demand for our TechneLite generators on certain manufacturing days. A prolonged disruption of service from one of our three Mo-99 processing sites or one of their main Mo-99-producing reactors could have a negative effect on our business, results of operations, financial condition and cash flows.

Xenon

Xenon is a by-product of the Mo-99 production process. Under a strategic agreement entered into in 2021, we receive from IRE bulk unprocessed Xenon, which we process and finish for our customers at our North Billerica, Massachusetts manufacturing facility. That contract runs through December 31, 2025, with auto-renewal provisions and is terminable upon notice of non-renewal. Until we can qualify an additional source of bulk unprocessed Xenon, we will rely on IRE as a sole source provider.

Other Materials

We have additional supply arrangements for active pharmaceutical ingredients, excipients, packaging materials and other materials and components, some of which are sole-sourced, and all of which we currently believe are either in good standing or replaceable without any material disruption to our business.

See Part I, Item 1A. *"Risk Factors"* of this Form 10-K for information regarding certain risks associated with our raw materials and supply arrangements.

Manufacturing

The commercial manufacture of PYLARIFY requires us to create a field-based network of specialized PMFs with radioisotope-producing cyclotrons. The radioisotope used in PYLARIFY is F-18, which has a 110 minute half-life, requiring that this agent be manufactured and distributed rapidly to end-users. After being made on a cyclotron at a PMF, the F-18 is combined with certain chemical ingredients in specially designed chemistry synthesis boxes to manufacture PYLARIFY. The finished PYLARIFY is then quality control tested and transferred to a radiopharmacist who prepares and dispenses patient-specific doses from the final product. Because each of the PMFs manufacturing PYLARIFY is deemed by the FDA to be a separate manufacturing site, each requires separate FDA approval.

We have a specialized in-house FDA-approved manufacturing facility at our North Billerica campus for purposes of producing DEFINITY. On February 22, 2022, we received FDA approval of our sNDA, authorizing commercial manufacturing of DEFINITY at our new facility. DEFINITY manufactured at this facility became commercially available on February 23, 2022. We believe this investment provides supply chain redundancy, improved flexibility and reduced costs in a potentially more price competitive environment.

We manufacture TechneLite on an automated production line and we process and finish Xenon on a hot cell line at our North Billerica, Massachusetts facility.

We manufacture, finish and distribute our radiopharmaceutical products on a just-in-time basis, and supply our customers with these products either by next day delivery services or by ground or air custom logistics.

In addition to our in-house manufacturing capabilities, a substantial portion of our products are manufactured by third party contract manufacturing organizations, and in certain instances, we rely on them for sole source manufacturing. To ensure the quality of the products that are manufactured by third parties, certain of the key raw materials used in those products are first sent to our North Billerica, Massachusetts facility, where we test them prior to the third party manufacturing of the final product. For many of our products, after the final products are manufactured, they are sent back to us for final quality control testing, and then we ship them to our customers. We have expertise in the design, development, and validation of complex manufacturing systems and processes, and our strong execution and quality control culture supports the just-in-time manufacturing model at our facilities.

Manufacturing and Supply Arrangements

We currently have the following technology transfer and manufacturing and supply agreements in place for some of our major products:

- *PYLARIFY*—We have entered into commercial supply agreements with different PMF networks. Our agreements with our PMF networks allow for termination upon the occurrence of specified events, including material breach or bankruptcy by either party, and have various termination dates generally terminating between 2027 and 2030 and subject to renewal provisions.
- *DEFINITY, CARDIOLITE and NEUROLITE*—In February 2022, we entered into a Manufacturing and Supply Agreement with JHS, for the manufacture of DEFINITY, CARDIOLITE, NEUROLITE and evacuation vials, the latter being an ancillary component for our TechneLite generators. The agreement expires on December 31, 2027, and can be renewed upon mutual consent. The agreement allows for termination upon the occurrence of certain events such as a material breach or default by either party, or bankruptcy by either party. The agreement also requires us to order from JHS a specified minimum percentage of our total requirements for DEFINITY, as well as specified quantities of CARDIOLITE, NEUROLITE and evacuation vial products, each year during the contract term.

See Part I, Item 1A. *"Risk Factors"* of this Form 10-K for information regarding certain risks associated with our manufacturing and supply relationships.

Intellectual Property Matters

Patents, trademarks and other intellectual property rights, both in the U.S. and foreign countries, are very important to our business. We also rely on trade secrets, manufacturing know-how, technological innovations, licensing agreements and confidentiality agreements and regulatory exclusivities to maintain and improve our competitive position. We review third party proprietary rights, including patents and patent applications, as available, in an effort to develop an effective intellectual property strategy, avoid infringement of third party proprietary rights, identify licensing opportunities and monitor the intellectual property owned by others.

Description of Patent Rights

Patents grant the legal right to exclude others from practicing an invention. In the United States, patent rights prohibit (subject to certain exceptions) others from making, using, selling, offering for sale, or importing the claimed invention without the permission of the patentee.

Patent rights are territorial and must be obtained in every jurisdiction in which protection is desired. The legal requirements for obtaining a patent vary by jurisdiction and can include the requirement that the claimed subject matter is new (novel) and nonobvious (or inventive). Other requirements, depending on jurisdiction, can include that the invention be adequately described so as to enable others to make and use it, and that the inventors be properly identified.

Patent rights are defined by the claims set forth in the granted patent, which define the scope of the right to exclude others from practicing the patented invention. Patent infringement arises when a third party practices without authorization, each element of the claims set forth in the granted patent. It is also possible to indirectly infringe a patent, such as by inducing a third party to directly infringe the patent, or by contributorily infringing by making a material component of the invention that is not subject to any substantial non-infringing use.

Duration of Patent Rights

Patents are granted for limited periods of time. In the United States, the standard patent term is 20 years from the earliest nonprovisional filing to which the patent claims priority. The patent term can be extended as a result of delays in the patent office, resulting in patent term adjustment.

In addition, patent term extension can compensate for time lost during product development and the regulatory review process by returning up to five years of patent life for a patent that covers a new product or its use.

Patent Litigation

Patent rights are not self-executing and may need to be asserted, such as through litigation. Litigation typically starts when a patentee sues a defendant alleging infringement of one or more patents. It can also occur when the target of a perceived patent assertion preemptively files a lawsuit, a so-called declaratory judgment action, seeking a declaration by a court that it does not infringe a patent or that the patent is invalid. In the United States, patent litigation is conducted in federal district court with a right of appeal to the United States Court of Appeals for the Federal Circuit, and discretionary review by petition to the Supreme Court of the United States.

In the United States, patent cases are generally tried to a jury, with the exception of Hatch-Waxman cases, discussed below, which are tried to a judge. The judge determines the meaning of disputed claim terms during a process called claim construction.

Patent litigation can be expensive and burdensome, both in terms of time, money, and company resources. The outcome of patent litigation is always uncertain to varying degrees. The subject matter is often highly technical and difficult for lay juries, and judges, to understand. Context is provided by dueling experts about whom the fact-finder must make credibility determinations. The issue of infringement frequently turns on the construction (interpretation) of particular claim language during a process culminating in a so-called "*Markman Order.*"

During patent litigation, the validity of the patents is almost always challenged, because invalidity is a defense to infringement. Although a patent is presumed valid, this presumption can be overcome by clear and convincing evidence. In the United States, typical grounds for challenge include lack of novelty or obviousness by introducing evidence of relevant "prior art," referring to activity that pre-dated the relevant priority dates of the challenged patents. During litigation, patent challengers often devote significant resources to identifying prior art from repositories around the world, often far exceeding the search capacities and budgets of the patent offices that conducted screening searches before issuing the patents in the first instance.

Other grounds of challenge in the United States include lack of written description and enablement, generally alleging that the full scope of the claimed invention was either not in the possession of the inventor of the time of filing or that one of skill in the art would not have been able to practice the full scope of the invention without undue experimentation. Both of these inquiries are highly fact-specific. Improper inventorship can be the basis for an invalidity challenge, as can an allegation that the patent is not the subject of statutory subject matter, which is known as a so-called "Section 101" challenge.

Although patent infringement actions are tried in district courts, patent validity can also be challenged in special proceedings before the U.S. Patent and Trademark Office ("USPTO"), such as Inter Partes Reviews and Post-Grant Reviews.

Patent-related Aspects of Regulatory Matters

The FDA approval process for drugs is described below, including new drug applications ("NDAs") for innovator drugs, ANDAs for generics, and 505(b)(2) applications for modifications to formulations or uses of products previously approved by the FDA. See *"Regulatory Matters"* below for more information. Below is a description of the roles played by patents in relevant regulatory framework.

First, in seeking approval for a drug through an NDA, including a 505(b)(2) NDA, applicants are required to list with the FDA each patent with claims that cover the applicant's drug, which is later published in the Orange Book. The FDA approved drugs listed in the Orange Book can serve as a basis for comparison by the FDA when evaluating the bioequivalence of new generic drugs. An FDA approved drug relied upon for comparison is referred to as a "reference listed drug" ("RLD") and may be cited by potential competitors in support of approval of an ANDA or 505(b)(2) application. See *"Regulatory Matters – Hatch-Waxman Act"* below for more information.

With respect to any RLD patents listed in the Orange Book, the applicant must certify to one of the following four items: (i) the required patent information has not been filed; (ii) the listed patent has expired; (iii) the listed patent has not expired, but will expire on a particular date and approval is sought after patent expiration; or (iv) the listed patent is invalid or will not be infringed by the new drug.

A certification to the fourth item (a so-called a Paragraph IV certification) constitutes a technical act of patent infringement under the U.S. Patent Laws, which can give rise to litigation to determine whether or not the product, if approved and launched, would infringe the listed patents, and whether those patents are invalid. The applicant may also elect to submit a "section viii" statement certifying that its proposed label does not contain (or carves out) any language regarding the patented method-of-use rather than certify to a listed method-of-use patent. The first company or companies to submit an application that (1) is determined by the FDA to be "substantially complete" upon submission and (2) contains a paragraph IV certification to at least one of the patents listed in the Orange Book is generally eligible for the exclusive right to market the generic drug for 180 days.

After filing a Paragraph IV certification, the applicant has 45 days from filing to submit a "Notice Letter" to the Orange Book patent holder. The patent holder can then sue for infringement. The resulting litigation is known as Hatch-Waxman litigation. If the patent holder sues for infringement within 45 days of receiving this Notice Letter, the FDA cannot approve the application for 30 months (the so-called "30 month stay"), unless the patents expire in the interim, the lawsuit is settled, or there is decision on the merits favorable to applicant.

Independent of the 30-month stay, the FDA also will not approve a 505(b)(2) NDA or an ANDA application that references an RLD until any applicable non-patent exclusivity listed in the Orange Book for the respective RLD has expired. See *"Regulatory Matters – Hatch-Waxman Act"* below for more information.

Trademarks, Service Marks and Trade Names

We own various trademarks, service marks, and trade names, including, among others, PYLARIFY, DEFINITY and Find Fight and Follow. We have generally registered these trademarks, as well as others, in the U.S. and/or numerous foreign jurisdictions.

Trade Secrets

We possess considerable know-how, including trade secrets from which we derive commercial value. In addition to patents, we rely, where necessary, upon unpatented trade secrets and know-how, proprietary information and continuing technological innovation to develop and maintain our competitive position. We seek to protect our proprietary information, in part, using confidentiality agreements with our collaborators, employees, consultants and other third parties and invention assignment agreements with our employees.

Intellectual Property Protection on Selected Assets

Our IP assets include patents that we own and those to which we have licenses. We typically seek patent protection in major markets around the world, including, among others, the U.S., Canada, Western Europe, Asia, Central America, and South America.

All patent terms described below are presented without giving effect to any applicable patent term adjustments or regulatory extensions. In addition, a list of Orange Book-listed patents, together with expiration dates, and applicable regulatory exclusivity can be obtained from the FDA through its website.

Further comments on selected IP assets are below:

PYLARIFY — A portfolio of patents protects PYLARIFY, both in the U.S. and internationally, and we continue to pursue additional patent protection. Currently, there are six Orange Book-listed patents for PYLARIFY. Our longest duration Orange Book-listed PYLARIFY patent extends until June 2037. The NCE-1 date for PYLARIFY is May 26, 2025. As described below, this is the date after which the FDA is allowed to accept an ANDA or 505(b)(2) applications from generic challengers. If this happens, the Company could elect to pursue Hatch-Waxman litigation and trigger the 30-month stay described above, see *"Intellectual Property Matters – Patent-related Aspects of Regulatory Matters"* above for more information; during the stay, the FDA is prohibited from approving, other than as a tentative approval, the challenger's application until the lawsuit is settled or there is a decision on the merits favorable to applicant.

DEFINITY — A portfolio of patents protects the use and manufacturing of DEFINITY and also the VIALMIX RFID device, both in the U.S. and internationally. Currently, there are nine Orange Book-listed patents for DEFINITY. Our longest duration Orange Book-listed DEFINITY patent extends until May 2037.

TechneLite — We currently own patents in the U.S. and various foreign countries on certain component technology expiring in 2029, and we are pursuing additional patent protection in the U.S. and world-wide on other component technology that, if granted, would expire in 2040. In addition, given the significant know-how and trade secrets associated with the methods of manufacturing and assembling the TechneLite generator, we believe we have a substantial amount of valuable and defensible proprietary intellectual property associated with the product.

aPROMISE — U.S. Patents and pending patent applications worldwide relating to automated medical image analysis, have expiration dates ranging from 2037 to 2041.

Other Nuclear Products — Neither CARDIOLITE nor NEUROLITE is covered any longer by patent protection. We have patent protection for an improved container for Xenon in the U.S., Canada and Australia that expires in October 2035.

aBSI — We own patents relating to automated detection of bone cancer metastases. The patents on this technology expire in the U.S. in 2032 and outside of the U.S. in 2028. Further, we own a U.S. patent and have patent applications that are pending in the U.S. and worldwide relating to aBSI improvements, which have expiration ranging from 2040 to 2041.

flurpiridaz (Flyrcado) — We own patents and patent applications in numerous jurisdictions covering composition, use, formulation, and manufacturing, including in the U.S. a composition of matter patent expiring in 2026, a formulation patent expiring in 2032, a method-of-use patent expiring in 2028, and manufacturing-related patents expiring in 2031 and 2033, and various patent applications, some of which, if granted, will expire in 2033.

PNT2002 — We exclusively license granted U.S. patents and pending U.S. patent applications, as well as pending patent applications in jurisdictions outside of the U.S. directed to formulations, use, and manufacturing of PNT2002. The granted U.S. patents expire in 2041.

PNT2003 — We exclusively license pending U.S. patent applications, as well as pending patent applications in jurisdictions outside of the U.S. directed to formulations, use, and manufacturing of PNT2003 which, if granted, would expire in 2043.

MK-6240 — We exclusively license patents directed to composition of matter and methods of use of MK-6240 which expire in 2035.

NAV-4694 — We exclusively license patents directed to composition of matter and methods of use of NAV-4694 which expire in 2029.

LNTH-1363S — We exclusively license patent applications directed to compositions of matter and methods of use of LNTH-1363S. If granted, the last patent will expire in 2043.

See Part I, Item 1A. *"Risk Factors"* of this Form 10-K for information regarding certain risks associated with our intellectual property.

Regulatory Matters

Food and Drug Laws

The development, manufacture and commercialization of our products are subject to comprehensive governmental regulation both within and outside the U.S. A number of factors substantially increase the time, difficulty, and costs incurred in obtaining and maintaining the approval to market newly developed and existing products. These factors include governmental regulation, such as detailed inspection of and controls over research and laboratory procedures, clinical trials, manufacturing, marketing, advertising and promotion, sampling, distribution, import and export, record keeping and storage and disposal practices, together with various post-marketing requirements. Governmental regulatory actions can result in the seizure or recall of products, suspension or revocation of the authority necessary for their production and sale, as well as other civil or criminal sanctions.

Our activities related to the development, manufacture, packaging, or repackaging of our products subject us to a wide variety of laws and regulations. We are required to register for permits and/or licenses with, seek approvals from and comply with operating and security standards of, the FDA, the U.S. Nuclear Regulatory Commission ("NRC"), the U.S. Department of Health and Human Services, Health Canada, the European Medicines Agency, the U.K. Medicines and Healthcare Products Regulatory Agency, the NMPA and various state and provincial boards of pharmacy, state and provincial controlled substance agencies, state and provincial health departments and/or comparable state and provincial agencies, as well as foreign agencies, and certain accrediting bodies depending upon the type of operations and location of product distribution, manufacturing and sale.

The FDA and various state regulatory authorities regulate the research, testing, manufacture, safety, labeling, storage, recordkeeping, premarket approval, marketing, advertising and promotion, import and export, and sales and distribution of pharmaceutical products in the U.S. Prior to marketing a pharmaceutical product, we must first receive FDA approval. In the U.S., the FDA regulates drugs under the Federal Food, Drug, and Cosmetic Act ("FDCA") and implementing regulations. The process of obtaining regulatory approvals and compliance with appropriate federal, state, local, and foreign statutes and regulations requires the expenditure of substantial time and financial resources. Currently, the process required by the FDA before a drug product may be marketed in the U.S. generally involves the following:

- Completion of preclinical laboratory tests, animal studies and formulation studies according to current Good Laboratory Practices regulations;
- Submission to the FDA of an investigational new drug application ("IND") which must become effective before human clinical trials may begin, including review and approval by any institutional review board ("IRB"), serving any of the institutions participating in the clinical trials;
- Performance of adequate and well-controlled human clinical trials according to current Good Clinical Practices and other requirements, to establish the safety and efficacy of the proposed drug product for its intended use;
- Submission to the FDA of an NDA for a new drug or ANDA for a generic drug;
- Satisfactory completion of an FDA inspection of the manufacturing facility or facilities at which the drug product is produced to assess compliance with current Good Manufacturing Practices ("cGMPs") regulations; and
- FDA review and approval of the NDA or ANDA.

The testing and approval process requires substantial time, effort, and financial resources, and we cannot be certain that any approvals for our products in development will be granted on a timely basis, if at all. Once a pharmaceutical product is identified for development, it enters the preclinical testing stage. Preclinical tests include laboratory evaluations of product chemistry, toxicity, formulation, and stability, as well as animal studies to assess its potential safety and efficacy. This testing culminates in the submission of the IND to the FDA.

Once the IND becomes effective, including review and approval by any IRB serving any of the institutions participating in the clinical trial, the clinical trial program may begin. Each new clinical trial protocol must be submitted to the FDA before the trial may begin. The person, entity or organization taking responsibility for the trial is referred to as the clinical trial sponsor. Human clinical trials are typically conducted in three sequential phases that may overlap or be combined:

- *Phase 1.* The product is initially introduced into healthy human subjects and tested for safety, dosage tolerance, absorption, metabolism, distribution and excretion. In the case of some products for severe or life-threatening diseases, especially when the product may be too inherently toxic to ethically administer to healthy volunteers, the initial human testing is often conducted in patients with those diseases.
- *Phase 2.* Involves trials in a limited patient population to identify possible adverse effects and safety risks, to evaluate preliminarily the efficacy of the product for specific targeted diseases and to determine dosage tolerance and optimal dosage and schedule.
- *Phase 3.* Clinical trials are undertaken to further evaluate dosage, clinical efficacy and safety in an expanded patient population at geographically dispersed clinical trial sites. These trials are intended to collect sufficient safety and efficacy data to support the NDA for FDA approval.

Progress reports detailing the results of the clinical trials must be submitted at least annually to the FDA and safety reports must be submitted to the FDA and the investigators for serious and unexpected adverse events. Submissions must also be made to inform the FDA of certain changes to the clinical trial protocol. Federal law also requires the sponsor to register the trials on public databases when they are initiated, and to disclose the results of the trials on public databases upon completion. Phase 1, Phase 2 and Phase 3 clinical trials may not be completed successfully within any specified period, if at all. The FDA or the clinical trial sponsor may suspend or terminate a clinical trial at any time on various grounds, including a finding that the research subjects or patients are being exposed to an unacceptable health risk. Similarly, any IRB serving any of the institutions participating in the clinical trial can suspend or terminate approval of a clinical trial at an institution if the clinical trial is not being conducted in accordance with the IRB's requirements or if the product has been associated with unexpected serious harm to patients. Failure to register a clinical trial or disclose study results within the required time periods could result in penalties, including civil monetary penalties.

Concurrent with clinical trials, companies usually complete additional animal studies and must also develop additional information about the chemistry and physical characteristics of the product and finalize a process for manufacturing the product in commercial quantities in accordance with cGMP requirements. The manufacturing process must be capable of consistently producing quality batches of the product and, among other things, the manufacturer must develop methods for testing the identity, strength, quality and purity of the final product. Additionally, appropriate packaging must be selected and tested and stability studies must be conducted to demonstrate that the product does not undergo unacceptable deterioration over its shelf life.

The results of product development, preclinical studies and clinical trials, along with descriptions of the manufacturing process, analytical tests conducted on the drug product, proposed labeling, and other relevant information, are submitted to the FDA as part of an NDA for a new drug, requesting approval to market the product. The submission of an NDA is subject to the payment of a substantial user fee. A waiver of that fee may be obtained under certain limited circumstances. The approval process is lengthy and difficult, and the FDA may refuse to approve an NDA if the applicable regulatory criteria are not satisfied. The FDA has substantial discretion in the product approval process, and it is impossible to predict whether and when the FDA will grant marketing approval. The FDA may on occasion require the sponsor of an NDA to conduct additional clinical trials or to provide other scientific or technical information about the product, and these additional requirements may lead to unanticipated delay or expense. Even if such data and information are submitted, the FDA may ultimately decide that the NDA does not satisfy the criteria for approval. Data obtained from clinical trials are not always conclusive, and the FDA may interpret data differently than we interpret the same data.

If a product receives regulatory approval, the approval may be significantly limited to specific diseases and dosages or the indications for use may otherwise be limited, which could restrict the commercial value of the product. Further, the FDA may require that certain contraindications, warnings or precautions be included in the product labeling. In addition, the FDA may require Phase 4 testing which involves clinical trials designed to further assess a drug product's safety and effectiveness after NDA approval. The FDA also may impose one or more Risk Evaluation and Mitigation Strategies ("REMS") to ensure that the benefits of a product outweigh its risks. A REMS could add training requirements for healthcare professionals, safety communications efforts and limits on channels of distribution, among other things. The sponsor would be required to evaluate and monitor the various REMS activities and adjust them if need be. Whether a REMS would be imposed on any of our products and any resulting financial impact is uncertain at this time.

Under the Orphan Drug Act, the FDA may designate a product as an Orphan Drug if it is a drug intended to treat a rare disease or condition, which is generally defined as a patient population of fewer than 200,000 individuals annually in the United States, or a patient population greater than 200,000 in the United States where there is no reasonable expectation that the cost of developing the drug will be recovered from sales in the United States.

In the United States, Orphan Drug designation entitles a party to financial incentives such as opportunities for grant funding towards clinical trial costs, tax advantages and user-fee waivers. In addition, if a product that has Orphan Drug designation subsequently receives the first FDA approval for the disease for which it has such designation, the product is entitled to Orphan Drug exclusivity, which means the FDA may not approve any other application to market the same drug for the same indication for a period

of seven years, except in limited circumstances, such as a showing of clinical superiority over the product with orphan exclusivity or where the manufacturer is unable to assure sufficient product quantity.

Any drug products for which we receive FDA approvals are subject to continuing regulation by the FDA, including, among other things, record-keeping requirements, reporting of adverse experiences with the product, providing the FDA with updated safety and efficacy information, product sampling and distribution requirements, complying with certain electronic records and signature requirements, and complying with FDA promotion and advertising requirements. The FDA strictly regulates labeling, advertising, promotion and other types of information on drug products that are placed on the market. Drugs may be promoted only for the approved indications and consistent with the provisions of the approved label and promotional claims must be appropriately balanced with important safety information and otherwise be adequately substantiated. Further, manufacturers of drugs must continue to comply with cGMP requirements, which are extensive and require considerable time, resources and ongoing investment to ensure compliance. In addition, changes to the manufacturing process generally require prior FDA approval before being implemented, and other types of changes to the approved product, such as adding new indications and additional labeling claims, are also subject to further FDA review and approval.

Drug product manufacturers and other entities involved in the manufacturing and distribution of approved drugs products are required to register their establishments with the FDA and certain state agencies, and are subject to periodic unannounced inspections by the FDA and certain other agencies for compliance with cGMP and other laws. The cGMP requirements apply to all stages of the manufacturing process, including the production, processing, sterilization, packaging, labeling, storage and shipment of the drug product. Manufacturers must establish validated systems to ensure that products meet specifications and regulatory standards, and test each product batch or lot prior to its release. In addition, manufacturers of commercial PET products such as PYLARIFY, including radiopharmacies, hospitals, and academic medical centers, are required to submit either an NDA or ANDA in order to produce PET drugs for clinical use, or produce the drugs under an IND.

The FDA also regulates the preclinical and clinical testing, design, manufacture, safety, efficacy, labeling, storage, record keeping, sales and distribution, post-market adverse event reporting, import/export and advertising and promotion of any medical devices that we distribute pursuant to the FDCA and FDA's implementing regulations. The Federal Trade Commission shares jurisdiction with the FDA over the promotion and advertising of certain medical devices. The FDA can also impose restrictions on the sale, distribution or use of medical devices at the time of their clearance or approval, or subsequent to marketing. Currently, medical devices comprise only a small portion of our revenues.

The FDA may withdraw marketing authorization for a product if compliance with regulatory standards is not maintained or if problems occur after the product reaches the market. The exercise of broad regulatory powers by the FDA continues to result in increases in the amount of testing and documentation required for approval or clearance of new drugs and devices, all of which add to the expense of product introduction and the cost of continuing to make an approved drug or device available. Later discovery of previously-unknown problems with a product may result in restrictions on the product or even complete withdrawal of the product from the market. Further, the failure to maintain compliance with regulatory requirements may result in administrative or judicial actions, such as fines, civil monetary penalties, warning letters, holds on clinical trials, product recalls or seizures, product detention or refusal to permit the import or export of products, refusal to approve pending applications or supplements, restrictions on marketing or manufacturing, injunctions, or civil or criminal penalties. In addition, regulations are subject to change as a result of legislative, administrative or judicial action, which may also increase our costs or reduce sales or otherwise adversely impact our products.

Because our operations include the manufacture and distribution of medical radioisotopes and other medical products, we are subject to regulation by the NRC and the departments of health of each state in which we operate and the applicable state boards of pharmacy. In addition, the FDA is also involved in the regulation of cyclotron facilities where PET products are produced in compliance with cGMP requirements and U.S. Pharmacopeia requirements for PET drug compounding.

Drug laws also are in effect in the non-U.S. markets in which we or our partners conduct business. These laws range from comprehensive drug approval requirements to requests for product data or certifications. In addition, inspection of and controls over manufacturing, as well as monitoring of adverse events, are components of most of these regulatory systems. Our business is subject to varying degrees of governmental regulation in the countries in which we or our partners operate, and the general trend is toward increasingly stringent regulation.

To assess and facilitate compliance with applicable FDA, NRC and other state, federal and foreign regulatory requirements, we regularly review our quality systems to assess their effectiveness and identify areas for improvement. As part of our quality review, we perform assessments of our suppliers of the raw materials that are incorporated into products and conduct quality management reviews designed to inform management of key issues that may affect the quality of our products. From time to time, we may determine that products we manufactured or marketed do not meet our specifications, published standards, such as those issued by the International Standards Organization, or regulatory requirements. When a quality or regulatory issue is identified, we investigate the issue and take appropriate corrective action, such as withdrawal of the product from the market, correction of the product at the customer location, notice to the customer of revised labeling and other actions.

Hatch-Waxman Act

The Hatch-Waxman Act added two pathways for FDA drug approval. First, the Hatch-Waxman Act permits the FDA to approve ANDAs for generic versions of drugs if the ANDA applicant demonstrates, among other things, that its product is bioequivalent to the innovator product and provides relevant chemistry, manufacturing and product data. See *"Intellectual Property Matters,"* above for more information. Second, the Hatch-Waxman Act created what is known as a Section 505(b)(2) NDA, which requires the same information as a full NDA (known as a Section 505(b)(1) NDA), including full reports of clinical and preclinical studies but allows some of the information from the reports required for marketing approval to come from studies which the applicant does not own or have a legal right of reference. A Section 505(b)(2) NDA permits a manufacturer to obtain marketing approval for a drug without needing to conduct or obtain a right of reference for all of the studies that would be required for a Section 505(b)(1) NDA submission.

Under the Hatch-Waxman Act, the FDA can approve ANDAs for generic versions of drugs before the expiration of an Orange Book-listed patent covering the innovator product if the ANDA applicant demonstrates, among other things, that (i) its generic candidate is the same as the innovator product by establishing bioequivalence and providing relevant chemistry, manufacturing and product data, and (ii) either the marketing of that generic candidate does not infringe the Orange Book-listed patent(s) or the Orange Book-listed patent(s) is invalid. Similarly, the FDA can approve a Section 505(b)(2) NDA from an applicant that relies on some of the information required for marketing approval to come from studies which the applicant does not own or have a legal right of reference. An applicant submitting an application relying on either the ANDA or this Section 505(b)(2) approval pathway must also give Notice to the innovator, which would then enable the innovator to file suit against the applicant within 45 days of receiving the Notice. If the innovator challenges the applicant in court in a timely manner, then FDA approval to commercialize the generic candidate will be stayed (that is, delayed) for up to 30 months while the dispute is resolved in court. The 30-month stay can be shortened if the patent infringement suit is resolved in the applicant's favor before the 30-month stay expires, and this may involve a successful challenge of the patent's validity in USPTO proceedings and appeals process. In the event a 505(b)(2) applicant does not rely on studies related to the innovator product, the 30-month stay would not apply, but additional clinical trials may be required by the FDA for approval. We can give no assurance that we would have grounds to file a patent infringement suit, that we would obtain the full 30-month stay, that we would be successful on the merits asserting that an Applicant infringes our Orange Book-listed patent, or that we would be successful defending the validity of our Orange Book-listed patent in court or in a USPTO adversarial proceeding if a third party were to submit an ANDA or Section 505(b)(2) NDA application to the FDA in connection with one of our commercial products.

The Hatch-Waxman Act also provides for: (1) restoration of a portion of a product's patent term that was lost during clinical development and application review by the FDA; and (2) statutory protection, known as exclusivity, against the FDA's acceptance or approval of certain competitor applications.

Under U.S. law, patent term extension can compensate for time lost during product development and the regulatory review process by returning up to five years of patent life for a patent that covers a new product or its use. This period is generally one-half the time between the effective date of an IND and the submission date of an NDA, plus the time between the submission date of an NDA and the approval of that application. Patent term extensions, however, are subject to a maximum extension of five years, and the patent term extension cannot extend the remaining term of a patent beyond a total of 14 years. The application for patent term extension is subject to approval by the USPTO in conjunction with the FDA.

The Hatch-Waxman Act also provides for a period of statutory protection for new drugs that receive NDA approval from the FDA. If the FDA approves a Section 505(b)(1) NDA for a new drug that is an NCE, meaning that the FDA has not previously approved any other new drug containing the same active moiety, then the Hatch-Waxman Act prohibits the submission or approval of an ANDA or a Section 505(b)(2) NDA for a period of five years from the date of approval of the NDA, except that the FDA may accept an application for review after four years under certain circumstances, specifically a patent challenge for one or more patents listed by the NDA holder in the Orange Book, submitted in a "Paragraph IV" Certification. Because this four-year date occurs one year before the end of the five-year NCE exclusivity, it is commonly referred to as the "NCE-1" date.

The Hatch-Waxman Act will not prevent the filing or approval of a full NDA, as opposed to an ANDA or Section 505(b)(2) NDA, for any drug, but the competitor would be required to conduct its own clinical trials, and any use of the drug for which marketing approval is sought could not violate another NDA holder's patent claims.

The Hatch-Waxman Act provides for a three-year period of exclusivity for an NDA for a new drug containing an active moiety that was previously approved by the FDA, but also includes new clinical data (other than bioavailability and bioequivalence studies) to support an innovation over the previously-approved drug and those studies were conducted or sponsored by the applicant and were essential to approval of the application. This three-year exclusivity period does not prohibit the FDA from accepting an application from a third party for a drug with that same innovation, but it does prohibit the FDA from approving that application for the three-year period. The three-year exclusivity does not prohibit the FDA, with limited exceptions, from approving generic drugs containing the same active ingredient but without the new innovation.

Reimbursement

The successful commercialization of our products is also subject to the availability of appropriate third-party coding, coverage, and payment for our customers. Third-party payors in the U.S. include private payors, including managed care providers, and State and Federal healthcare programs, such as Medicare and Medicaid. The process for determining whether a payor will provide coverage for a product may be separate from the process for setting the price or reimbursement rate that the payor will pay for the product. Coverage of a product does not ensure there will be an appropriate reimbursement amount for such product and the process to ensure appropriate reimbursement is outside our control. For private payors, coverage and reimbursement of our products vary from private payor to private payor. Many private payors, such as managed care providers, manage access to products, and may use medical policies (which may include specific coverage requirements such as prior authorization, re-authorization and achieving performance metrics under value-based contracts) to control utilization. Exclusion from or restriction in coverage can reduce product use. For government payors, we participate, as required, in the Medicaid drug rebate program, the Federal Supply Schedule and the Public Health Service Act 340B program, which each require discounts for participation and may be subject to change. For Medicare, reimbursement to customers for our products is generally established through the rulemaking process or in discussion with Medicare Administrative Contractors. We have ongoing conversations with third-party payors to advocate for appropriate coding, coverage and payment for our portfolio of products.

Medicare Outpatient TPT Status

Part B of the Medicare program generally reimburses medical services and supplies, including drugs, provided to beneficiaries by physicians and other qualified healthcare professionals. Generally, drugs furnished “incident to” a physician’s service in the hospital outpatient setting of care are reimbursed at ASP plus a certain additional percent, unless the product is treated as a “supply” in the performance of the procedure and “packaged” and paid as part of bundled payment for the procedure. New drugs, however, may apply for TPT Status in which case they are provided a separate payment at ASP plus a certain additional percent for two to three years, regardless of whether they would ordinarily be packaged. TPT Status applies to approximately 20% of patients with traditional Medicare FFS insurance coverage who are treated in the hospital outpatient setting. Since 2008, under the hospital outpatient program, diagnostic radiopharmaceuticals have been considered supplies and their payment bundled into the payment for the procedure after expiration of TPT Status. In November 2024, CMS released the CMS 2025 OPPS Rule to pay separately for diagnostic radiopharmaceuticals, such as PYLARIFY, with a per day cost greater than $630, based on their MUC. MUC differs from ASP as it is an indirect measure of a product’s cost based on hospital-reported claims data. We believe MUC is a less accurate reflection of actual purchasing costs of the hospital.

PYLARIFY’s TPT Status was effective from January 1, 2022 through December 31, 2024, providing separate payment to customers using PYLARIFY in the hospital outpatient setting during that period. Effective January 1, 2025, under the CMS 2025 OPPS Rule, CMS is maintaining separate payment for PYLARIFY for the approximately 20% of patients with traditional Medicare FFS insurance coverage who are treated in the hospital outpatient setting. The reimbursement rate for PYLARIFY was initially based on the wholesale acquisition cost plus three percent until ASP could be established. In 2023, CMS established an ASP for PYLARIFY and reimbursed at a rate equal to ASP plus an add-on percentage that varied throughout the year. The calendar year 2025 payment rate for PYLARIFY is based on MUC, which will lead to a decrease in payment in 2025 relative to previous ASP-based payment methodologies. PYLARIFY’s MUC payment rate is based on charges reported by hospitals in claims data that CMS uses to set payment rates. Hospitals report their charges related to the goods and services provided and CMS applies a specific cost-to-charge ratio to estimate the true costs. Issues arise because hospitals do not apply uniform mark-ups to all items, and higher cost items and services, such as PYLARIFY, tend to have smaller mark-ups, which often leads to an underestimation of a product’s true cost. Additionally, product billing errors may lead to an underestimation of total cost. We believe these factors cause a misalignment between ASP and MUC, and therefore, a decrease in payment. In rulemaking, CMS has indicated a willingness to move to ASP-based payment for diagnostic radiopharmaceuticals in future years, and we plan to continue to work with CMS on the potential adoption of payment based on ASP in the future.

Healthcare Reform and Other Laws Affecting Payment

We operate in a highly regulated industry. The U.S. and state governments continue to propose and pass legislation that may affect the availability and cost of healthcare. For example, the Patient Protection and Affordable Care Act, as amended by the Health Care and Education Reconciliation Act (collectively, the "Healthcare Reform Act"), substantially changed the way in which healthcare is financed by both governmental and private insurers and has a significant impact on the pharmaceutical industry. The Healthcare Reform Act contains a number of provisions that affect coverage, reimbursement and/or delivery of drug products and the medical imaging procedures in which our drug products are used.

The Healthcare Reform Act has been subject to political and judicial challenges, but it has generally withstood such challenges, and the main provisions of the Healthcare Reform Act remain in effect. More recently, Congress enacted the Inflation Reduction Act of 2022 (the "IRA") which significantly impacts the pharmaceutical industry. Among other provisions, the IRA authorizes Medicare to negotiate pricing for the highest Medicare-spend drugs, as determined by their Medicare Part B and D spend, that have been on the market for an extended period of time without market competition. Although the IRA provides for a limited number of categorical exclusions from Medicare negotiation, radiopharmaceuticals are not among those categorical exclusions. CMS will implement the first year of Medicare negotiation, which will be restricted to Part D drugs, starting in calendar years 2026 and 2027. In addition, the statute provided for redesign of the Medicare Part D benefit. We are currently focused on drugs that are covered under Part B, therefore we do not expect the Part D benefit redesign to have an impact on our portfolio. Part B drugs will be considered for Medicare negotiation beginning in calendar year 2028, and CMS will begin the process of identifying Part B drugs for negotiation as early as calendar year 2026. We are monitoring the implementation of the IRA to determine what impact, if any, this would have on our current products and product candidates in development.

The IRA also introduces rebate obligations for manufacturers of Part B and D drugs that take price increases which exceed the rate of inflation, similar to the longstanding Medicaid inflation rebates. Under these new Medicare inflation rebates, each Part B and D single-source drug/biological and biosimilar will have an "inflation adjusted" payment amount calculated by CMS. If the manufacturer's price increases for the relevant product exceeds the inflation adjusted payment amount, as trended forward by the rate of inflation, the manufacturer will be required to reimburse Medicare the difference between what Medicare paid for the product and what it would have paid based on the inflation adjusted payment amount.

Recent state legislative efforts seek to address drug costs and generally have focused on increasing transparency around drug costs or limiting drug prices. Some of those efforts have been subject to legal challenge.

General legislative cost control measures may also affect reimbursement for our products (or services provided by healthcare providers using our products). The Budget Control Act, as amended by the Bipartisan Budget Act of 2019, resulted in the imposition of 2% reductions in Medicare (but not Medicaid) payments to providers beginning in 2013 and will remain in effect through fiscal year 2030 unless additional Congressional action is taken. The imposition of the 2% payment adjustment had been suspended through March 31, 2022 and went into effect as of April 1, 2022. Any significant spending reductions affecting Medicare, Medicaid or other publicly funded or subsidized health programs that may be implemented and/or any significant taxes or fees that may be imposed on us could have an adverse impact on our business results of operations, financial condition and cash flows.

Healthcare Fraud and Abuse Laws

We are subject to various federal, state and local laws targeting fraud and abuse in the healthcare industry, including anti-kickback and false claims laws. Violations of fraud and abuse laws may be punishable by criminal or civil sanctions, including fines and civil monetary penalties, and/or exclusion from federal health care programs (including Medicare and Medicaid). Federal and state authorities are paying increased attention to enforcement of these laws within the pharmaceutical industry, and private individuals have been active in alleging violations of the laws and bringing suits on behalf of the government under the federal False Claims Act ("FCA"). Violations of international fraud and abuse laws could result in similar penalties, including exclusion from participation in health programs outside the U.S. If we were subject to allegations concerning, or were convicted of violating, these laws, our business could be harmed.

The federal Anti-Kickback Statute generally prohibits, among other things, a pharmaceutical manufacturer from directly or indirectly soliciting, offering, receiving, or paying any remuneration in cash or in kind where one purpose is either to induce the referral of an individual for, or the purchase or prescription of a particular drug that is payable by a federal health care program, including Medicare or Medicaid. The Healthcare Reform Act clarifies the intent requirements of the federal Anti-Kickback Statute, providing that a person or entity does not need to have actual knowledge of the statute or a specific intent to violate the statute. Violations of the federal Anti-Kickback Statute can result in exclusion from Medicare, Medicaid or other governmental programs, as well as civil and criminal fines and penalties for each violation and three times the amount of the unlawful remuneration. In addition, the Healthcare Reform Act revised the FCA to provide that a claim arising from a violation of the Federal Anti-Kickback Statute constitutes a false or fraudulent claim for purposes of the FCA. The majority of states also have anti-kickback, false claims, and similar fraud and abuse laws and although the specific provisions of these laws vary, their scope is generally broad, and there may not be regulations, guidance or court decisions that apply the laws to particular industry practices. There is, therefore, a possibility that our practices might be challenged under the anti-kickback statutes or similar laws.

Federal and state false claims laws generally prohibit anyone from knowingly and willfully, among other activities, presenting, or causing to be presented for payment to third party payors (including Medicare and Medicaid) claims for drugs or services that are false or fraudulent (which may include claims for services not provided as claimed or claims for medically unnecessary services). As discussed, a claim arising from a violation of the federal Anti-Kickback Statute constitutes a false or fraudulent claim for purposes of the FCA. False or fraudulent claims for purposes of the FCA carry fines and civil penalties for violations for each false claim, plus up to three times the amount of damages sustained by the federal government and, most critically, may provide the basis for exclusion from federally funded healthcare programs. There is also a criminal FCA statute by which individuals or entities that submit false claims can face criminal penalties. In addition, under the federal Civil Monetary Penalty Law, the Department of Health and Human Services Office of Inspector General has the authority to exclude from participation in federal health care programs or to impose civil penalties against any person who, among other things, knowingly presents, or causes to be presented, certain false or otherwise improper claims. Our activities relating to the sale and marketing of our products may be subject to scrutiny under these laws.

Laws and regulations have also been enacted by the U.S. federal government and various states, as well as by countries outside of the U.S., to regulate the sales and marketing practices of certain entities including pharmaceutical and device manufacturers. The laws and regulations generally limit financial interactions between manufacturers and health care providers; require pharmaceutical companies to comply with the pharmaceutical industry's voluntary compliance guidelines and the relevant compliance guidance promulgated by the U.S. federal government; and/or require disclosure by pharmaceutical and device manufacturers to the government and/or public of financial interactions or other financial relationships with health care providers and other entities such as teaching hospitals (so-called "sunshine laws"). The Healthcare Reform Act requires manufacturers to submit information to the FDA on the identity and quantity of drug samples requested and distributed by a manufacturer during each year. Many of these laws and regulations contain ambiguous requirements or require administrative guidance for implementation. The laws and regulations include requirements that can be unclear in their scope, nature, and required implementation by regulated entities. If we fail to comply with such laws and regulations, in the U.S. or in countries outside the U.S., we could be subject to penalties and administrative actions under such laws and regulations.

Data Privacy, Security and Breach Notification

We are subject to data protection laws and regulations that set forth data privacy, security, and breach notification requirements. The legislative and regulatory landscape for data protection continues to evolve, and in recent years there has been an increasing focus on data protection and other data privacy and security issues. Data protection laws and regulations can be complex and are becoming more stringent over time. In the United States, numerous federal and state laws and regulations, including state data breach notification laws, state health information privacy laws and federal and state consumer protection laws govern the collection, use, disclosure and protection of health-related and other personal information. In addition to establishing restrictions on how personal information may be collected, used, and disclosed, these laws and regulations provide various rights to data subjects with respect to their personal information and establish requirements for how personal information must be secured. In addition, every state in the United States now has a data breach notification law that requires regulated entities to report certain security breaches to affected data subjects, regulators, or other entities. Failure to comply with data protection laws and regulations could result in government enforcement actions (which could include civil or criminal penalties and requirements to take corrective actions), private litigation (which may result in the award of damages against us), and/or adverse publicity, and could negatively affect our operating results, business, and reputation. In addition, we may obtain health information from third parties (e.g., healthcare providers who prescribe our products) that are themselves subject to privacy, security, and breach notification requirements under the Health Insurance Portability and Accountability Act of 1996, as amended by the Health Information Technology for Economic and Clinical Health Act (collectively, "HIPAA"). While we believe that we are neither a "covered entity" nor "business associate" subject directly to regulation under HIPAA, HIPAA's criminal provisions can apply to entities other than "covered entities" or "business associates" in certain circumstances. Accordingly, we could be subject to criminal penalties if we knowingly obtain or disclose individually identifiable health information from a HIPAA-covered entity in a manner that is not authorized or permitted.

In addition, a growing number of jurisdictions outside of the United States have enacted robust data protection laws. Certain of these laws have extraterritorial application. For example, the processing of personal data in the European Union is governed by the provisions of the General Data Protection Regulation, or GDPR, which came into effect on May 25, 2018. The GDPR applies to an entity established in the European Union ("EU") and extraterritorially to an entity outside of the EU that offers goods or services to, or monitors the behavior of, individuals located in the EU. Certain "special categories" of personal data, including data concerning health, are subject to enhanced protections under the GDPR. This regulation imposes several requirements on the controllers and processors of personal data, including the obligation to comply with various rights that individuals have with respect to their personal data and restrictions on the processing of personal data, and to provide notice of data processing obligations to the competent national data protection authorities. The GDPR also imposes strict rules on the transfer of personal data out of the European Union to the United States. Failure to comply with the requirements of the GDPR and the related national data protection laws of the European Union Member States may result in significant fines and other administrative penalties.

In the United States, several state legislatures are considering enacting or have enacted new data privacy legislation. One example of such legislation that has already been passed is the California Consumer Privacy Act ("CCPA"), which took effect on January 1, 2020 and imposes many requirements on certain for-profit businesses that process the personal information of California residents. Many of the CCPA's requirements are similar to those found in the GDPR, including requiring businesses to provide notice to data subjects regarding the information collected about them and how such information is used and shared, and providing data subjects various rights, such as the right to request access to their personal information and, in certain cases, request the erasure of such personal information. The CCPA also affords California residents the right to opt-out of the "sale" of their personal information. In addition, the CCPA requires regulated businesses to implement reasonable security procedures and practices to protect personal information. The CCPA contains significant penalties for companies that violate its requirements. It also provides California residents a private right of action, including the ability to seek statutory damages, in the event of a breach involving their personal information resulting from a business's failure to implement and maintain reasonable security procedures and practices. Compliance with the CCPA, and similar laws implemented in other states, is a rigorous and time-intensive process that may increase the cost of doing business or require companies to change their business practices to ensure full compliance.

On November 3, 2020, California passed the California Privacy Rights Act ("CPRA") through a ballot initiative. The CPRA amends the CCPA and expands its protections for personal information, including by establishing a new California Privacy Protection Agency to enforce the CPRA and by providing California consumers various rights such as the right to restrict the processing of their "sensitive personal information." The CPRA's amendments to the CCPA took effect on January 1, 2023, and generally apply to personal information collected by regulated businesses on or after January 1, 2022.

Antitrust and Competition Laws

The federal government and most states have enacted antitrust laws that prohibit specific types of anti-competitive conduct, including price fixing, wage fixing, concerted refusals to deal, price discrimination and tying arrangements, as well as monopolization and acquisitions of competitors that have, or may have, a substantial adverse effect on competition. Violations of federal or state antitrust laws can result in various sanctions, including criminal and civil penalties. We believe we are in compliance with such federal and state laws, but courts or regulatory authorities may reach a determination in the future that could adversely affect our business, results of operations, financial condition and cash flows. In addition, we are subject to similar antitrust and anti-competition laws in foreign countries. We believe we are in compliance with such laws, however, any violation could create a substantial liability for us and also cause a loss of reputation in both foreign and domestic markets.

Laws Relating to Foreign Trade

We are subject to various federal and foreign laws that govern our international business practices with respect to payments to government officials. Those laws include the Foreign Corrupt Practices Act ("FCPA") which prohibits U.S. companies and their representatives from paying, offering to pay, promising, or authorizing the payment of anything of value to any foreign government official, government staff member, political party, or political candidate for the purpose of obtaining or retaining business or to otherwise obtain favorable treatment or influence a person working in an official capacity. In many countries, the healthcare professionals we regularly interact with may meet the FCPA's definition of a foreign government official. The FCPA also requires public companies to make and keep books and records that accurately and fairly reflect their transactions and to devise and maintain an adequate system of internal accounting controls.

Those laws also include the U.K. Bribery Act ("Bribery Act") which proscribes giving and receiving bribes in the public and private sectors, bribing a foreign public official, and failing to have adequate procedures to prevent employees and other agents from giving bribes. U.S. companies that conduct business in the United Kingdom generally will be subject to the Bribery Act. Penalties under the Bribery Act include potentially unlimited fines for companies and criminal sanctions for corporate officers under certain circumstances.

Our policies mandate compliance with all anti-bribery laws. Our operations reach many parts of the world that have experienced governmental corruption to some degree, and in certain circumstances strict compliance with anti-bribery laws may conflict with local customs and practices. Despite our training and compliance programs, our internal control policies and procedures may not always protect us from reckless or criminal acts committed by our employees or agents.

We are also subject to trade control regulations and trade sanctions laws that restrict the movement of certain goods, currency, products, materials, services and technology to, and certain operations in, various countries or with certain persons. Our ability to transfer people and products among certain countries may be subjected to these laws and regulations.

Health and Safety Laws

We are also subject to various federal, state and local laws, regulations and recommendations, both in the U.S. and abroad, relating to safe working conditions, laboratory and manufacturing practices and the use, transportation and disposal of hazardous or potentially hazardous substances.

See Part I, Item 1A. *"Risk Factors"* of this Form 10-K for information regarding certain risks related to reimbursement and regulation.

Environmental Matters

We are subject to various federal, state and local laws and regulations relating to the protection of the environment, human health and safety in the U.S. and in other jurisdictions in which we operate. Our operations, like those of other radiopharmaceutical companies, involve the transport, use, handling, storage, exposure to and disposal of materials and wastes regulated under environmental laws, including hazardous and radioactive materials and wastes. If we violate these laws and regulations, we could be fined, criminally charged or otherwise sanctioned by regulators. We believe that our operations currently comply in all material respects with applicable environmental laws and regulations.

Certain environmental laws and regulations assess liability on current or previous owners or operators of real property for the cost of investigation, removal or remediation of hazardous materials or wastes at those formerly owned or operated properties or at third party properties at which they have disposed of hazardous materials or wastes. In addition to cleanup actions brought by governmental authorities, private parties could bring personal injury, property damage or other claims due to the presence of, or exposure to, hazardous materials or wastes. We currently are not party to any claims or any obligations to investigate or remediate any material contamination at any of our facilities, however, if we were found to be liable under one or more of these laws or regulations, it could create a substantial liability.

We are required to maintain a number of environmental permits and nuclear licenses for our North Billerica campus, which includes our primary manufacturing, packaging and distribution facility. In particular, we must maintain a nuclear byproducts materials license issued by the Commonwealth of Massachusetts. This license requires that we provide financial assurance demonstrating our ability to cover the cost of decommissioning and decontaminating ("D&D") the North Billerica site at the end of its use as a nuclear facility. We store low level radioactive waste at our facilities until the materials are below regulatory limits, as allowed by our licenses and permits. As of December 31, 2024, we estimate the D&D cost of all of our manufacturing sites to be approximately $25.1 million. As of December 31, 2024 and 2023, we have a liability of approximately $23.3 million and $22.9 million, respectively associated with our asset retirement obligations. We currently provide this financial assurance in the form of a surety bond.

We also actively monitor and seek to reduce our solid waste, energy and water usage, waste water discharge and greenhouse gas emissions. We generally contract with third parties for the disposal of wastes generated by our operations. In 2020, we developed a stormwater management operations and maintenance plan to minimize stormwater pollution from high impact activities. Improvements we made include (i) the regular inspection and cleaning of catch basins and piping to reduce sediment and debris wash out to adjacent wetlands; (ii) increasing street and parking lot cleaning to reduce pollutant run off; (iii) updating our snow removal plan at our North Billerica campus to reduce the impact to adjacent wetlands; and (iv) using salt brine as a pretreatment for winter storms to reduce the amount of salt use and run off.

With respect to sustainability, we track and monitor our energy use, water generation and a limited scope of greenhouse gas emissions. Since 2022, we have powered our North Billerica campus with renewable wind energy through a contract with National Grid.

We use a third-party environmental software to track available environmental data fields and in 2024 expanded our scope to include data for all of our locations. The implementation of this software rapidly improved our efficiency in data collection and reporting. To drive continuous improvement, we compare our usage data against prior annual baselines, national medians, and similar businesses.

Environmental laws and regulations are complex, change frequently and have become more stringent over time. While we have budgeted for future capital and operating expenditures to maintain compliance with these laws and regulations, we cannot assure you that our costs of complying with current or future environmental protection, health and safety laws and regulations will not exceed our estimates or adversely affect our results of operations and financial condition. Further, we cannot assure you that we will not be subject to additional environmental claims for personal injury or cleanup in the future based on our past, present or future business activities. While it is not feasible to predict the future costs of ongoing environmental compliance, it is possible that there will be a need for future provisions for environmental costs that, in management's opinion, are not likely to have a material effect on our financial condition, but could be material to the results of operations in any one accounting period.

See Part I, Item 1A. *"Risk Factors"* of this Form 10-K for information regarding certain risks associated with environmental matters.

Human Capital Management

As of December 31, 2024, we had 808 employees, of which 783 were located in the U.S. and 25 were located internationally. None of our employees are represented by a collective bargaining agreement, and we believe that our relationship with our employees is good.

Diversity, Inclusion, Ethics and Compliance

We believe that supporting our local community and instilling a diverse, inclusive, ethical and compliant culture makes us an employer of choice, allows us to maintain good standing with the regulatory authorities and our customers, and benefits our stockholders in the long run.

Five of eleven of the directors on our Board, including our Chairperson, are women, and over half of our senior management team, which we refer to as our "Expanded Executive Team," as well as employees holding the position of Vice President or above are women. Approximately 49% of our employees are women. We continue to strive to improve our diversity and inclusion compliantly with a strategic emphasis beyond gender, and we require recruiters working with us to present a diverse candidate slate for posted positions as we believe that we benefit from having a skilled team with a diversity of viewpoints, backgrounds and experiences. We also sponsor Employee Resource Groups ("ERGs") that are open to all of our employees, including the Lantheus Diversity Connection ERG, the Women Leaders of Lantheus ERG and the Lantheus Veterans, Employees and Reservists Inspired to Act and Serve ERG.

We are committed to promoting a culture of ethics and compliance. Our Code of Conduct and Ethics reflects our commitment to corporate integrity and the underlying business practices and principles of behavior that support this commitment. Each year our employees complete mandatory training that includes anti-bribery/anti-corruption rules, insider trading prohibitions, confidentiality obligations, as well as specialized training in healthcare industry marketing practices among other things. We have a formal Ethics and Compliance Committee that develops, implements and oversees our ethics and compliance programs. We also have a Supplier Code of Conduct, and we seek to do business with minority-owned, female-owned and other diverse businesses and organizations (including those owned or operated by veterans and disabled veterans) that appropriately reflect the communities in which we operate and the customer base we serve, equip us with a deeper understanding of challenges impacting our communities and customers, and enable us to provide more innovative solutions and better outcomes.

Compensation and Benefits

We seek to provide pay, benefits, and services that are competitive to market and create incentives to attract and retain employees. Our compensation package includes, among other things, market-competitive pay, cash bonuses, healthcare and defined contribution plan benefits, paid time off and family leave, and, to certain levels of employees, restricted stock and other equity grants. We are focused on pay equity and regularly assess pay among similar roles and responsibilities throughout our organization and in comparison to our peer group.

Communication and Engagement

We believe that our success depends on employees understanding how their work contributes to our overall strategy. To this end, we utilize a variety of channels to facilitate open and direct communication, including: (i) quarterly town hall meetings for our entire company; (ii) regular ongoing update communications, including through monthly newsletters and our intranet site; and (iii) an externally administered whistleblower hotline and website that is prominently advertised to our employees, and a whistleblower's anonymity is protected, if so requested. We also established various employee recognition award programs to recognize and reward employees for specific outstanding accomplishments and to foster a positive employee relations climate.

Health, Wellness and Safety

We are committed to the health and safety of our employees, patients and other partners in the healthcare community. We work to promote an environment of awareness and shared responsibility for safety and regulatory compliance throughout the Company, in order to minimize risks of injury, exposure, or business impact.

Corporate History

Founded in 1956 as New England Nuclear Corporation, our medical imaging diagnostic business was purchased by E.I. du Pont de Nemours and Company ("DuPont") in 1981. Bristol Myers Squibb ("BMS") subsequently acquired our diagnostic medical imaging business as part of its acquisition of DuPont Pharmaceuticals in 2001. In January 2008, Avista Capital Partners, L.P., Avista Capital Partners (Offshore), L.P. and ACP-Lantern Co-Invest, LLC formed Lantheus Holdings and acquired our medical imaging business from BMS. On June 30, 2015, we completed an initial public offering of our common stock. Our common stock is traded on the NASDAQ Global Market under the symbol "LNTH".

Available Information

Our global Internet site is www.lantheus.com. We routinely make available important information, including copies of our Form 10-K, Quarterly Reports on Form 10-Q ("Form 10-Q"), Current Reports on Form 8-K and amendments to those reports filed or furnished pursuant to Section 13(a) or 15(d) of the Securities Exchange Act of 1934, as amended, as soon as reasonably practicable after those reports are electronically filed with, or furnished to, the Securities and Exchange Commission ("SEC"), free of charge on our website at investor.lantheus.com. We recognize our website as a key channel of distribution to reach public investors and as a means of disclosing material non-public information to comply with our disclosure obligations under SEC Regulation FD. Information contained on our website shall not be deemed incorporated into, or to be part of this Form 10-K, and any website references are not intended to be made through active hyperlinks.

Our reports filed with, or furnished to, the SEC are also available on the SEC's website at www.sec.gov, and for Form 10-K and Form 10-Q, in an Inline Extensible Business Reporting Language ("iXBRL") format. iXBRL is an electronic coding language used to create interactive financial statement data over the Internet.

Item 1A. Risk Factors

You should carefully consider the following risks. The risks and uncertainties described below are not the only ones we face. Additional risks and uncertainties that we are unaware of, or that we currently believe are not material, may also become important factors that adversely affect our business. These risks could materially affect our business, results of operations or financial condition, cause the trading price of our outstanding common stock to decline materially or cause our actual results to differ materially from those expected or those expressed in any forward-looking statements made by us or on our behalf. See "Cautionary Note Regarding Forward-Looking Statements" and the risks of our businesses described elsewhere in this Annual Report on Form 10-K ("Form 10-K").

Risks Related to Our Portfolio of Commercial Products

Our ability to continue to grow PYLARIFY as a commercial product is dependent on (A) the ability of positron emission tomography ("PET") manufacturing facilities ("PMFs") to manufacture PYLARIFY to meet product demand or that PYLARIFY will always be available at the specific time of day preferred by the end-user, (B) our ability to maintain adequate coding, coverage and payment for PYLARIFY, (C) our ability to promote PYLARIFY to customers and to maintain PYLARIFY as the most utilized prostate-specific membrane antigen ("PSMA") PET imaging agent, including after the expiration of transitional pass-through payment status ("TPT Status") at the end of 2024, (D) whether and when a potential generic version of PYLARIFY may enter the market and (E) our ability to clinically and commercially differentiate PYLARIFY from other products.

To manufacture PYLARIFY, we assembled and qualified a nationwide network of PMFs with radioisotope-producing cyclotrons that make F-18, which has a 110-minute half-life, so PYLARIFY is manufactured and distributed rapidly to end-users. Because each of the PMFs manufacturing these products is deemed by the U.S. Food and Drug Administration ("FDA") to be a separate manufacturing site, each has to be separately approved by the FDA. Although PYLARIFY is broadly available across the U.S., we continue to seek qualification for additional PMFs in 2025 and can give no assurance that the FDA will continue to approve PMFs in accordance with our expansion plans to meet increasing demand or that PYLARIFY will always be available at the specific time of day preferred by the end-users. If FDA approval of manufacturing sites is delayed or withdrawn or if FDA requirements relating to site approval change, our business, results of operations, financial condition and cash flows could be adversely affected.

Obtaining adequate coding, coverage, and payment for PYLARIFY is critical, including not only coverage from Medicare, Medicaid and other government payors, as well as private payors, but also appropriate payment levels to adequately cover our customers' costs of using PYLARIFY in PET/computed tomography ("CT") imaging procedures. The Healthcare Procedure Coding System code for PYLARIFY, which enables streamlined billing, went into effect as of January 1, 2022. In addition, effective January 1, 2022, the Centers for Medicare and Medicaid Services ("CMS") granted TPT Status for PYLARIFY, enabling traditional Medicare

to provide an incremental payment for PET/CT scans performed with PYLARIFY in the hospital outpatient setting until December 31, 2024. Historically, after TPT Status expired, diagnostic radiopharmaceuticals, such as, PYLARIFY, would not have been separately reimbursed in the hospital outpatient setting but rather would be bundled into the facility payment a hospital receives for a PET/CT imaging procedure, and the facility payment may not have adequately covered the total cost of the procedure with the diagnostic radiopharmaceutical for all hospitals. In November 2024, CMS released the final rule for its calendar year 2025 Medicare Hospital Outpatient Prospective Payment System (the "CMS 2025 OPPS Rule"). Under the new rule, effective January 1, 2025, previously packaged diagnostic radiopharmaceuticals are now "unbundled" with payments being made separately for any diagnostic radiopharmaceutical with a per day cost greater than $630 based on the mean unit cost ("MUC"). For approximately 20% of traditional Medicare fee-for-service ("FFS") patients in the hospital outpatient setting, these changes enable hospitals that use innovative diagnostic radiopharmaceuticals, including PYLARIFY, to continue to be paid separately by CMS following the expiry TPT Status at a rate that reflects MUC. The calendar year 2025 payment rate for PYLARIFY is based on MUC and is less than the Average Sales Price ("ASP")-based amount that was paid during TPT Status. Although PYLARIFY continues to be paid separately, other competitive PSMA PET imaging agents continue to have TPT Status after December 31, 2024 and hospital use of those products, for the approximately 20% of traditional Medicare FFS patients in the hospital outpatient setting, generally will be paid separately based on ASP plus six percent rather than on MUC. We will continue to work with coalition partners and CMS to support using ASP to calculate payment for diagnostic radiopharmaceuticals in future years similar to the way Medicare Outpatient Prospective Payment System ("OPPS") currently pays for other drugs, biologics, and therapeutic radiopharmaceuticals. However, we can give no assurances that we will be successful in those efforts or that the availability of TPT Status for other diagnostic radiopharmaceuticals will not impact clinical decision making regarding which product to use for all patient populations, which could have an adverse effect on our business, results of operations, financial condition and cash flows.

The continued growth of PYLARIFY is also dependent on our ability to promote PYLARIFY to customers, to clinically and commercially differentiate PYLARIFY from other products on the market and to maintain PYLARIFY as the most utilized PSMA PET imaging agent in a competitive environment in which other PSMA PET imaging agents have been approved, for which discounts related to those other agents have been offered to customers and for which TPT Status remains ongoing. PYLARIFY currently competes with two commercially available Ga-68-based PSMA PET imaging agents from Telix Pharmaceuticals Limited and Novartis AG and an F-18 PSMA PET imaging agent from Blue Earth Diagnostics Ltd. ("Blue Earth"), as well as other non-PSMA PET imaging agents. The potential for future generic entrants to the market due to the expiry PYLARIFY's new chemical entity exclusivity period in 2026 could also generate increased competition for PYLARIFY. Continued growth and revenue contribution from PYLARIFY will also depend on our ability to differentiate PYLARIFY in light of the loss of TPT Status, including through flexible and dependable access to PYLARIFY nationally, a best-in-class customer experience and through long-term strategic contracts. To the extent we are not successful in these efforts and we lose market share to existing or future competitors, including during any period of time in which our TPT Status has expired but TPT Status for a later-approved competitive products still exists, and including for any potential generic entrant to the market. Such loss of market share could have an adverse impact on our business, results of operations, financial condition and cash flows.

Our success in growing PYLARIFY also depends, in part, on our successfully establishing the use of PYLARIFY for new patient populations, such as patients with favorable intermediate-risk prostate cancer, and potentially for updates to the label, including adding explicit reference to F-18-based PSMA PET imaging agents like PYLARIFY for patient selection for PSMA-targeted therapeutics. For example, we are conducting a clinical trial to determine whether PYLARIFY can detect the presence or absence of additional prostate cancer lesions in patients with favorable intermediate-risk prostate cancer, as well as how it may change the patient's intended management, but cannot predict whether the outcome of this clinical trial will support such a use of PYLARIFY. Similarly, we believe the approval of PLUVICTO for the treatment of adult patients with PSMA-positive metastatic castration-resistant prostate cancer ("mCRPC") who have already been treated with other anticancer treatments (androgen receptor pathway inhibition and taxane-based chemotherapy) created a new addressable market for the use of PSMA PET imaging in patient selection for PSMA-targeted therapy. However, the prescribing information for PLUVICTO specifies that a PSMA-11 based PSMA PET imaging agent be used for patient selection, and while PYLARIFY is not a PSMA-11 based imaging agent, we note that FDA-approved labels for F-18-based and PSMA-11 based PSMA PET imaging agents have generally been treated as a class of drugs, including by the National Comprehensive Cancer Network in its guidelines and the Society for Nuclear Medicine and Molecular Imaging in its appropriate use criteria. We can give no assurances as to how current clinical practice may evolve or whether future product prescribing information will explicitly include reference to F-18-based PSMA PET imaging agents like PYLARIFY. To the extent we are unsuccessful in establishing the use of PYLARIFY in new patient populations or adding an explicit reference, such lack of success could have an adverse impact on our business, results of operations, financial condition and cash flows.

We depend on some of our PMF partners to generate sales, accept, produce and deliver orders, collect payments and report related information for PYLARIFY.

PYLARIFY is sold in the U.S. to hospitals, independent imaging centers and government facilities and sales are generated through an internal PYLARIFY sales team, as well as sales teams at some of our PMF partners. We generally do not use group purchasing arrangements to sell PYLARIFY and require each customer to enter into a contract directly with us or our PMF partners. Our ability to continue to successfully grow PYLARIFY depends, in part, on our ability, and the ability of some of our PMF partners on our behalf, to continue to enter into commercially beneficial arrangements directly with the hospitals, independent imaging centers

and government facilities that we serve. Any delay or inability to enter into these arrangements, including our ability to negotiate favorable financial terms in these agreements, or if, despite favorable financial terms, the customers do not continue to purchase PYLARIFY, could have an adverse impact on our business, results of operations, financial condition and cash flows.

We also depend on some of our PMF partners to accept, produce and deliver orders, invoice customers, collect payments and to report related information to us. To the extent our PMF partners are unsuccessful in generating sales, accepting, producing and delivering orders, invoicing customers, collecting payments or reporting to us, or where we are responsible, if we are unsuccessful in accepting orders, ensuring timely production and delivery of those orders by a PMF, or if invoices to customers or collection of payments is delayed, such an event could have a material adverse effect on our business, results of operations, financial condition and cash flows.

We and our PMF partners also use third-party software to accept orders placed by customers and to record shipping and administrative status of orders. We rely in part on information from third-party software and from our PMF partners in connection with how we report and collect payments for PYLARIFY. To the extent we are unable to accept orders or access, verify or reconcile data, such event could have a material adverse effect on our business, results of operations, financial condition and cash flows.

Potential generic competitors as a result of patent and regulatory exclusivity expirations

The NCE-1 date for PYLARIFY is May 26, 2025. As described further under Part I, Item 1., *"Business - Regulatory Matters-Hatch Waxman Act,"* this is the date after which the FDA is allowed to accept an Abbreviated New Drug Application ("ANDA") or 505(b)(2) applications that include a Paragraph IV certification, from generic challengers. If this happens, we could elect to pursue Hatch-Waxman litigation and trigger the 30-month stay described under Part I, Item 1., "*Business - Intellectual Property Matters – Patent-related Aspects of Regulatory Matters,"* of this Form 10-K, during which the FDA would be prohibited from granting full approval to the challenger's application until the expiration of the 30-month stay and/or until the lawsuit is settled. The earliest possible date for a generic of PYLARIFY to launch is November of 2027.

If we are unable to grow the appropriate use of DEFINITY in suboptimal echocardiograms in the face of competition from other existing echocardiography agents and potential generic competitors as a result of patent and regulatory exclusivity expirations or maintain its position as the most utilized ultrasound enhancing agent.

The growth of our business is also dependent on our ability to continue to grow the appropriate use of DEFINITY in suboptimal echocardiograms. DEFINITY currently competes with ultrasound enhancing agents produced by GE Healthcare Limited ("GE Healthcare") and Bracco Diagnostics Inc. ("Bracco"), as well as echocardiography without ultrasound enhancing agents and other non-echocardiography agents.

We launched DEFINITY in 2001, and we continue to actively pursue additional patents in connection with DEFINITY, both in the U.S. and internationally. In the U.S. for DEFINITY we have Orange Book-listed method-of-use patents, that extend until 2037, as well as additional manufacturing patents that are not Orange Book-listed expiring in 2037.

Because our Orange Book-listed composition of matter patent expired in June 2019, we may face generic DEFINITY challengers (see Part I, Item 1., *"Business - Regulatory Matters - Hatch Waxman Act"* of this Form 10-K*)*. As of the date of filing of this Form 10-K we have not received any Notice of a generic applicant pursuant to the Hatch Waxman Act, but we can give no assurance that we will not receive a Notice in the future. If we were to receive any such Notice in the future, we would review the Notice, evaluate the strength of any potential patent infringement claims, and be prepared to challenge the applicant in a timely fashion, which would thereby trigger the stay of up to 30 months. We can give no assurance that we would have grounds to file a patent infringement suit, that we would obtain the full 30-month stay, that we would be successful on the merits asserting that an applicant infringes our Orange Book-listed patent, or that we would be successful defending the validity of our Orange Book-listed patent in court or in a U.S. Patent and Trademark Office ("USPTO") adversarial proceeding. Patent litigation is complex and can be protracted and expensive, so if we were to receive such a Notice and to challenge the applicant, this could have a negative effect on our business, results of operations and financial condition.

If we are not able to continue to grow DEFINITY sales, which depend on one or more of the growth of echocardiograms, the growth in the appropriate use of ultrasound enhancing agents in suboptimal echocardiograms, and our ability to maintain and grow our leading position in the U.S. echocardiography ultrasound enhancing agent market, we may not be able to continue to grow the revenue and cash flow of our business, which could have a negative effect on our business, results of operations and financial condition.

Our dependence upon third parties for the manufacture and supply of a substantial portion of our products and certain key components and raw materials and upon our in-house manufacturing for DEFINITY could prevent us from delivering our products to our customers in the required quantities, within the required timeframes, or at all, which could result in order cancellations and decreased revenues.

We obtain a substantial portion of our products from third party manufacturers and suppliers.

PYLARIFY is manufactured by a nationwide network of PMFs with radioisotope-producing cyclotrons. The radioisotope in PYLARIFY is fluorine-18, which has a 110-minute half-life, so PYLARIFY is manufactured and distributed rapidly to end-users. Because each of the PMFs manufacturing PLYARIFY is deemed by the FDA to be a separate manufacturing site, each has to be separately approved by the FDA. Although we have qualified and continue to qualify additional PMFs, we can give no assurance that the FDA will continue to approve PMFs in accordance with our planned roll-out schedule or that the PMFs will not experience issues with their ability to manufacture and deliver PYLARIFY to our customers. If FDA approval of manufacturing sites is delayed or withdrawn, if FDA requirements relating to site approval change, or our PMF sites experience manufacturing issues, our business, results of operations, financial condition and cash flows could be adversely affected.

We rely on Jubilant HollisterStier ("JHS") as a substantial supplier of DEFINITY. In addition, for reasons of quality assurance or cost-effectiveness, we purchase certain components and raw materials from sole suppliers (including, for example, the specially designed chemistry synthesis boxes and consumables used in the manufacturing of PYLARIFY and the lipid blend material and perflutren gas used in the manufacturing of DEFINITY). Because we do not control the actual production of many of the products we sell and many of the raw materials and components that make up the products we sell, we may be subject to delays caused by interruption in production based on events and conditions outside of our control.

If we or one of our manufacturing partners or suppliers experiences an event, including a supply chain disruption, shortage or delay, logistics issue, labor dispute, natural disaster, fire, power outage, machinery breakdown, security problem, failure to meet regulatory requirements, product quality issue, technology transfer issue, cybersecurity breach or other issue, we or one of our manufacturing partners or suppliers may be unable to manufacture the relevant products at previous levels or on the forecasted schedule, if at all. Due to the stringent regulations and requirements of the governing regulatory authorities regarding the manufacture of our products, we may not be able to quickly restart manufacturing at a third party or our own facility or establish additional or replacement sources for certain products, components or materials.

We can give no assurance that Curium will continue to be successful with its commercialization of piflufolastat F-18 in Europe.

We licensed exclusive rights to Curium to develop and commercialize piflufolastat F-18 in Europe. Under the terms of the collaboration, we are entitled to double-digit royalties on net sales of piflufolastat F-18, which is commercialized in Europe under the name PYLCLARI. PYLCLARI is commercially available in over ten countries in Europe. We cannot assure that Curium will continue to be successful in commercializing it in Europe. Any failure or significant delay in Curium's ability to continue making PYLCLARI available in additional countries in Europe may harm our business and delay or prevent us from being able to generate additional future royalty revenue from product sales.

The global supply of Molybdenum-99 ("Mo-99") is fragile and not stable. Our dependence on a limited number of third party suppliers for Mo-99 could prevent us from delivering some of our products to our customers in the required quantities, within the required timeframe, or at all, which could result in order cancellations and decreased revenues.

A critical ingredient of TechneLite is Mo-99. We currently purchase finished Mo-99 from three of the four main processing sites in the world, namely Institute for Radioelements ("IRE") in Belgium, NTP Radioisotopes ("NTP") in South Africa and Australian Nuclear Science and Technology Organisation ("ANSTO") in Australia. These processing sites provide us Mo-99 from five of the six main Mo-99-producing reactors in the world, namely BR2 in Belgium, LVR-15 in the Czech Republic, HFR in The Netherlands, SAFARI in South Africa and OPAL in Australia.

Although we have a globally diverse Mo-99 supply with IRE in Belgium, NTP in South Africa, and ANSTO in Australia, we still face supplier and logistical challenges in our Mo-99 supply chain. When one supplier experiences outages, we generally rely on Mo-99 supply from the other suppliers to limit the impact of the outages. We believe we effectively manage these various supply chain challenges, but depending on reactor and processor schedules and operations, at times we have not been able to fill some or all of the demand for our TechneLite generators on certain manufacturing days. A prolonged disruption of service from one of our three Mo-99 processing sites or one of their main Mo-99-producing reactors could have a substantial negative effect on our business, results of operations, financial condition and cash flows.

U.S., Canadian and international governments have encouraged the development of a number of alternative Mo-99 production projects with existing reactors and technologies as well as new technologies. However, we cannot say when, or if, the Mo-99 produced from these projects will become available. As a result, there is a limited amount of Mo-99 available which could limit the quantity of TechneLite that we could manufacture, sell and distribute, resulting in a substantial negative effect on our business, results of operations, financial condition and cash flows.

Most of the global suppliers of Mo-99 rely on Framatone-CERCA in France to fabricate uranium targets and in some cases fuel for research reactors from which Mo-99 is produced. Absent a new supplier, a supply disruption relating to uranium targets or fuel could have a substantial negative effect on our business, results of operations, financial condition and cash flows.

Our just-in-time manufacturing of radiopharmaceutical products relies on the reliability of our equipment and processes, the timely receipt of radioactive raw materials and the timely shipment of finished goods, and any disruption of our supply or distribution networks could have a negative effect on our business.

Radiopharmaceutical products, including PYLARIFY and our TechneLite generators, rely on radioisotopes with limited half-lives. As a result, we or our partners must manufacture, finish and distribute these products on a just-in-time basis, because the underlying radioisotope is in a constant state of decay. For example, the radioisotope used in PYLARIFY is F-18, which has a 110 minute half-life, requiring that this product be manufactured and distributed within the same day to end-users. After being made on a cyclotron at a PMF, the F-18 is then combined with certain chemical ingredients in specially designed chemistry synthesis boxes to manufacture PYLARIFY. The finished PYLARIFY is then quality control tested and transferred to a radiopharmacist who prepares and dispenses patient-specific doses from the final product. Similarly, with respect to our TechneLite generators, if we receive Mo-99 in the morning of a manufacturing day for TechneLite generators, then we will generally ship finished generators to customers by the end of the same business day. Shipment of generators may be by next day delivery services or by either ground or air custom logistics. Any delay in us receiving radioisotopes from suppliers or being able to have finished products delivered to customers because of weather or other unforeseen transportation issues could have a negative effect on our business, results of operations, financial condition and cash flows.

At the facility on our North Billerica campus, we manufacture TechneLite on an automated production line. As with all manufacturing facilities, equipment and infrastructure age and become subject to increasing maintenance and repair. If we experience an event, including a labor dispute, natural disaster, fire, power outage, machinery breakdown, security problem, failure to meet regulatory requirements, product quality issue, technology transfer issue or other issue, we may be unable to manufacture the relevant products at previous levels or on the forecasted schedule, if at all. Due to the stringent regulations and requirements of the governing regulatory authorities regarding the manufacture of our products, we may not be able to quickly restart manufacturing at our facilities or establish additional or replacement sources for certain products, components or materials.

We face significant competition in our business and may not be able to compete effectively.

The markets for our products are highly competitive and continually evolving. Our principal competitors for our current commercial products and leading clinical development candidates include large, global companies that are more diversified than we are and that have substantial financial, manufacturing, sales and marketing, distribution and other resources:

- For PYLARIFY, our competitors currently include approved imaging agents from Telix Pharmaceuticals Limited, Novartis AG, and Blue Earth, a subsidiary of Bracco.
- For DEFINITY, our competitors currently include GE Healthcare and Bracco.

Any product candidates that we successfully develop and commercialize will compete with existing products and new products that may become available in the future. For example, for PNT2003, our principal competitors may include Novartis AG; ITM Radiopharma; Curium, and RayzeBio (acquired by Bristol Myers Squibb). For MK-6240 and NAV-4694, our principal competitors may include Eli Lilly and Co (“Lilly”) and GE Healthcare.

We cannot anticipate the actions of our current or future competitors in the same or competing modalities, such as significant price reductions on products that are competitive with our own, development of new products that are more cost-effective or have superior performance than our current products or potential future products or the introduction of generic versions of our proprietary products. In addition, distributors of our products could attempt to shift end-users to competing diagnostic modalities and products, or bundle the sale of a portfolio of products, in either case to the detriment of our specific products. Our current or future products could be rendered obsolete or uneconomical as a result of these activities.

Further, the radiopharmaceutical industry continues to evolve strategically, with several market participants recently acquired by larger companies that may have more significant resources than ours. In addition, the supply-demand dynamics of the industry are complex because of large market positions of some participants, legacy businesses, government subsidies (in particular, relating to the manufacture of radioisotopes), and group purchasing arrangements and there are often limited sources available for isotopes and raw materials used in the manufacturing of our product and product candidates. We cannot predict what impact new owners and new operators may have on the strategic decision-making of our competitors, customers and suppliers, and such decision-making could have a material adverse effect on our business, results of operations, financial condition and cash flows.

Ultrasound enhancing agents may cause side effects which could limit our ability to sell DEFINITY.

DEFINITY is an ultrasound enhancing agent based on perflutren lipid microspheres. In 2007, the FDA received reports of deaths and serious cardiopulmonary reactions following the administration of ultrasound enhancing agents used in echocardiography. Four of the 11 reported deaths were caused by cardiac arrest occurring either during or within 30 minutes following the administration of the ultrasound enhancing agent; most of the serious but non-fatal reactions also occurred in this time frame. As a result, in October 2007,

the FDA requested that we and GE Healthcare, which distributes Optison, a competitor to DEFINITY, add a boxed warning to these products emphasizing the risk for serious cardiopulmonary reactions and that the use of these products was contraindicated in certain patients. The FDA modified the boxed warning language several times such that after changes in January 2017, the safety labeling for DEFINITY, Optison and Bracco's ultrasound enhancing agent, Lumason, all had similar safety labeling. In April 2021, after reviewing certain adverse events that occurred in patients with a prior history of allergic reactions to polyethylene glycol ("PEG"), an inactive excipient in both DEFINITY and Lumason, the FDA and the marketing authorization holders of these products agreed to an additional contraindication for use of these products, including advising clinicians to assess patients for prior PEG hypersensitivity before administering these products. In June 2023, after reviewing adverse events that occurred in patients with history of sickle cell disease, we agreed with the FDA to amend the label to advise clinicians that if a patient with sickle cell disease experiences acute pain episodes following DEFINITY administration, use of DEFINITY in that patient should be discontinued. If additional safety issues arise (not only with DEFINITY but also potentially with Optison and Lumason), this may result in unfavorable changes in labeling or result in restrictions on the approval of our product, including removal of the product from the market. Lingering safety concerns about DEFINITY among some healthcare providers or future unanticipated side effects or safety concerns associated with DEFINITY could limit expanded use of DEFINITY and have a material adverse effect on the unit sales of this product and our financial condition and results of operations.

Risks Related to Reimbursement and Regulation

Many of our customers are highly dependent on payments from third-party payors, including government sponsored programs, particularly Medicare, in the U.S. and other countries in which we operate, and reductions in third party coverage and reimbursement rates for our products (or services provided by healthcare providers using our products) could adversely affect our business and results of operations.

A substantial portion of our revenue depends on the extent to which the costs of our products purchased by our customers (or services provided by healthcare providers using our products) are reimbursed by third party payors, including Medicare, Medicaid, other U.S. government sponsored programs, non-U.S. governmental payors and private payors. These third-party payors exercise significant control over patient access and increasingly use their enhanced bargaining power to secure discounted rates and impose other requirements that may reduce demand for our products. Our customers' ability to obtain adequate reimbursement for products and services from these third-party payors affects the selection of products they purchase and the prices they are willing to pay. If Medicare and other third party payors do not provide adequate reimbursement for the costs of our products (or services provided by healthcare providers using our products), deny the coverage of the products (or those services), or reduce current levels of reimbursement, healthcare professionals may not prescribe our products and providers and suppliers may not purchase our products.

In addition, demand for new products may be limited unless we obtain favorable reimbursement (including coding, coverage and payment) from governmental and private third party payors at the time of the product's introduction, which will depend, in part, on our ability to demonstrate that a new agent has a positive impact on clinical outcomes. Third-party payors continually review their coverage policies for existing and new products and procedures and can deny coverage for products or procedures that include the use of our products or revise payment policies such that payments do not adequately cover the cost of our products. Even if third-party payors make coverage and reimbursement available, that reimbursement may not be adequate or these payors' reimbursement policies may have an adverse effect on our business, results of operations, financial condition and cash flows.

Over the past several years, Medicare has implemented numerous changes to payment policies for imaging procedures in both the hospital setting and non-hospital settings (which include physician offices and freestanding imaging facilities). Some of these changes have had a negative impact on utilization of imaging services. Examples of these changes include:

- Reducing payments for certain imaging procedures when performed together with other imaging procedures in the same family of procedures on the same patient on the same day in the physician office and free-standing imaging facility setting;
- Making significant revisions to the methodology for determining the practice expense component of the Medicare payment applicable to the physician office and free-standing imaging facility settings which results in reduced payments for certain services;
- Revising payment policies and reducing payment amounts for imaging procedures performed in the hospital outpatient settings, including the new payment policy for diagnostic radiopharmaceuticals that currently provides separate payment for PYLARIFY at a rate that reflects MUC, which is lower than the rate paid during TPT Status; and
- Reducing prospective payment levels for applicable diagnosis-related groups in the hospital inpatient setting.

In the physician office and free-standing imaging facility setting, services provided by healthcare providers using our products are reimbursed under the Medicare physician fee schedule. Payment rates under the Medicare physician fee schedule are regularly subject to updates to effectuate various policy goals of CMS and Congress. For example, in 2022, CMS reduced Medicare fee schedule payments rates in the agency's final rulemaking, while a larger cut was put forth in the proposed rulemaking earlier that year.

For 2023, CMS had finalized a reduction in the Medicare fee schedule payments rates, which was revised by Congress, pursuant to the Consolidated Appropriations Act, 2023, to a lesser reduction. Additionally, since 2019, fee schedule payments have been adjusted for certain physicians based on their performance under a consolidated measurement system (that measures performance with respect to quality, resource utilization, meaningful use of certified electronic health records technology, and clinical practice improvement activities). Physicians are eligible for a bonus based on the use of certain alternative payment models designated as "advanced" by CMS. The ongoing and future impact of these changes cannot be determined at this time.

We believe that Medicare changes to payment policies for imaging procedures applicable to non-hospital settings will continue to result in certain physician practices ceasing to provide these services and a further shifting of where certain medical imaging procedures are performed, from the physician office and free-standing imaging facility settings to the hospital outpatient setting. Changes applicable to Medicare payment in the hospital outpatient setting could also influence the decisions by hospital outpatient physicians to perform procedures that involve our products. Changes to the Medicare hospital outpatient prospective payment system payment rates, including reductions implemented for certain hospital outpatient sites, could influence the decisions by hospital outpatient physicians to perform procedures that involve our products and the risks discussed above with respect to separate payment for diagnostic radiopharmaceuticals in the hospital outpatient setting could also impact clinical decision-making.

We also believe that these changes and their resulting pressures may incrementally reduce the overall number of diagnostic medical imaging procedures performed. These changes overall could slow the acceptance and introduction of next-generation imaging equipment into the marketplace, which, in turn, could adversely impact the future market adoption of certain of our imaging agents already in the market or currently in development. We expect that there will continue to be proposals to reduce or limit Medicare and Medicaid payment for diagnostic services, which could impact our current or potential future diagnostic and other types of products and have a material adverse effect on our business, results of operations, financial condition and cash flows.

Under section 218(b) of the Protecting Access to Medicare Act, beginning January 1, 2020, a professional who is ordering advanced diagnostic imaging services (which include MRI, CT, nuclear medicine (including PET) and other advanced diagnostic imaging services that the Secretary of U.S. Department of Health and Human Services ("HHS") may specify, but not currently including echocardiography) must consult a qualified clinical decision support mechanism, as identified by HHS, to determine whether the ordered service adheres to specified appropriate use criteria ("AUC") developed or endorsed by CMS-qualified "provider led entities". Medicare claims for such services must include information indicating whether services ordered would adhere to specified applicable AUC. Denial of claims for failure to include AUC consultation information on the claim form was set to begin on January 1, 2022, but was not implemented by CMS. In the CY 2024 Physician Fee Schedule Final Rule, CMS determined that it was not feasible to fully operationalize the AUC program consistent with the statute within the required time frame. Accordingly, the agency finalized an indefinite pause to the AUC program and the rescission of the regulations promulgated thus far to implement the AUC program. While it is unclear when CMS will resume implementation of the AUC program, to the extent that these types of changes have the effect of reducing the aggregate number of diagnostic medical imaging procedures performed in the U.S., our business, results of operations, financial condition and cash flows could be adversely affected.

Medicare coverage of PET radiopharmaceuticals has been the subject of a large number of National Coverage Determinations ("NCDs") by CMS since 2000. Specific indications for PET imaging were covered, some through Coverage with Evidence Development. CMS's longtime policy, however, was that a particular use of PET scans is not covered unless an NCD specifically provided that such use was covered. Effective March 7, 2013, CMS revised its policy through an NCD to allow local Medicare Administrative Contractors ("MACs") to determine coverage within their respective jurisdictions for PET using radiopharmaceuticals for their FDA-approved labeled indications for oncologic imaging. Effective January 1, 2022, non-coverage in the absence of an NCD has also been removed for non-oncologic indications of PET radiopharmaceuticals, allowing MACs to determine coverage for these indications within their respective jurisdictions. To the extent that CMS or the MACs impose more restrictive coverage, our business, results of operations, financial condition and cash flows could be adversely affected.

Reforms to the U.S. healthcare system may adversely affect our business.

A significant portion of our patient volume is derived from U.S. government healthcare programs, principally Medicare, which are highly regulated and subject to frequent and substantial changes. The Patient Protection and Affordable Care Act, as amended by the Health Care and Education Reconciliation Act (collectively, the "Healthcare Reform Act") substantially changed the way healthcare is financed by both governmental and private insurers. The law contains a number of provisions that affect coverage and reimbursement of drug products and medical imaging procedures in which our drug products are used and/or that could potentially reduce the aggregate number of diagnostic medical imaging procedures performed in the U.S. Subsequently, the Medicare Access and CHIP Reauthorization Act of 2015 significantly revised the methodology for updating the Medicare physician fee schedule. In 2017, Congress enacted legislation that effectively eliminated the Healthcare Reform Act's "individual mandate" beginning in 2019. Congress continues to consider other healthcare reform legislation. There is no assurance that the Healthcare Reform Act, as currently enacted or as amended in the future, will not adversely affect our business and financial results, and we cannot predict how future federal or state legislative, judicial or administrative changes relating to healthcare reform will affect our business.

In addition, other legislative changes have been proposed and adopted since the Healthcare Reform Act was enacted. The Budget Control Act of 2011 and subsequent Congressional actions includes provisions to reduce the federal deficit. These provisions have resulted in the imposition of 2% reductions in Medicare payments to providers, which went into effect on April 1, 2013 and will remain in effect through fiscal year 2030. The imposition of the 2% payment adjustment had been suspended through March 31, 2022 and went into effect as of April 1, 2022. Any significant spending reductions affecting Medicare, Medicaid or other publicly funded or subsidized health programs that may be implemented and/or any significant taxes or fees that may be imposed on us, as part of any broader deficit reduction effort or legislative replacement to the Budget Control Act, could have an adverse impact on our business, results of operations, financial condition and cash flows.

Further, changes in payor mix and reimbursement by private third-party payors may also affect our business. Rates paid by some private third-party payors are based, in part, on established physician, clinic and hospital charges and are generally higher than Medicare payment rates. Reductions in the amount of reimbursement paid for diagnostic medical imaging procedures, including the elimination of any additional payment such as TPT Status, and changes in the mix of our patients between non-governmental payors and government sponsored healthcare programs and among different types of non-government payor sources, could have a material adverse effect on our business, results of operations, financial condition and cash flows.

The full impact on our business of healthcare reforms and other new laws, or changes in existing laws, is uncertain. Nor is it clear whether additional legislative changes will be adopted or how those changes would affect our industry in general or our ability to successfully commercialize our products or develop or commercialize new products. It is also unclear exactly how the results of the 2024 election will impact healthcare reform measures of the previous administration or whether the new administration could impose other reform efforts, including what, if any, impact this will have on our business.

Our business and industry are subject to complex and costly regulations. If government regulations are interpreted or enforced in a manner adverse to us or our business, we may be subject to enforcement actions, penalties, exclusion and other material limitations on our operations.

Both before and after the approval of our products in development, we, our products, development products, operations, facilities, suppliers, distributors, contract manufacturers, contract research organizations and contract testing laboratories are subject to extensive and, in certain circumstances, expanding regulation by federal, state and local government agencies in the U.S., as well as non-U.S. and transnational laws and regulations, with regulations differing from country to country and even state to state, including, among other things, anti-trust and competition laws and regulations, and data privacy laws and regulations such as the General Data Protection Regulation in the European Union and the California Consumer Privacy Act and the California Privacy Rights Act. In the U.S., the FDA regulates, among other things, the pre-clinical testing, clinical trials, manufacturing, safety, efficacy, potency, labeling, storage, record keeping, quality systems, advertising, promotion, sale, distribution, and import and export of drug products. We are required to register our business for permits and/or licenses with, and comply with the stringent requirements of the FDA, the Nuclear Regulatory Commission, the HHS, Health Canada, the EMA, the U.K. Medicines and Healthcare Products Regulatory Agency (“MHRA”), the National Medical Products Administration, state and provincial boards of pharmacy, state and provincial health departments and other federal, state and provincial agencies. Violation of any of these regulatory schemes, individually or collectively, could disrupt our business and have a material adverse effect on our business, results of operations, financial condition and cash flows.

Under U.S. law, for example, we are required to report certain adverse events and production problems, if any, to the FDA or other federal or state regulators. We also have similar adverse event and production reporting obligations outside of the U.S., including to the EMA and MHRA. Additionally, we must comply with requirements concerning advertising and promotion for our products, including the prohibition on the promotion of our products for indications for which they have not been approved by the FDA or a so-called “off-label use” or promotion that is inconsistent with the approved labeling. If the FDA determines that our promotional materials constitute unlawful promotion, it could request that we modify our promotional materials or subject us to regulatory or enforcement actions. Also, quality control and manufacturing procedures at our own facility and at third-party suppliers must conform to current Good Manufacturing Practices (“cGMP”) regulations and other applicable law after approval, and the FDA periodically inspects manufacturing facilities to assess compliance with cGMPs and other applicable law, and, from time to time, makes those cGMPs more stringent. Accordingly, we and others with whom we work must expend time, money, and effort in all areas of regulatory compliance, including manufacturing, production and quality control. If in the future issues arise at our own manufacturing facility or at a third-party manufacturer, the FDA could take regulatory action which could limit or suspend the ability to manufacture our products or have any additional products approved at the relevant facility for manufacture until the issues are resolved and remediated. Such a limitation or suspension could have a material adverse effect on our business, results of operations, financial condition and cash flows.

We are also subject to laws and regulations that govern financial and other arrangements between pharmaceutical manufacturers and healthcare providers, including federal and state anti-kickback statutes, federal and state false claims laws and regulations, federal and state “sunshine” laws and regulations and other fraud and abuse laws and regulations.

We must offer discounted pricing or rebates on purchases of pharmaceutical products under various federal and state healthcare programs, such as the Medicaid drug rebate program, the 340B drug pricing program and the Medicare Part D Program. We must also report specific prices and price-related information to government agencies under healthcare programs, such as the Medicaid drug rebate program and Medicare Part B. Our Medicaid Drug Rebate agreements require us to report certain price information to the federal government. Determination of the rebate amount that we pay to state Medicaid programs for our products, of prices charged to government and certain private payors for our products, or of amounts paid for our products under government healthcare programs, depends upon information reported by us to the government. If we provide customers or government officials with inaccurate information about the products' pricing or eligibility for coverage, or the products fail to satisfy coverage requirements, we could be terminated from the rebate program, be excluded from participation in government healthcare programs, or be subject to potential liability under the False Claims Act or other laws and regulations.

Failure to comply with other requirements and restrictions placed upon us or our third-party manufacturers or suppliers by laws and regulations can result in fines, civil and criminal penalties, exclusion from federal healthcare programs and debarment. Possible consequences of those actions could include:

- Substantial modifications to our business practices and operations;
- Significantly reduced demand for our products (if products become ineligible for reimbursement under federal and state healthcare programs);
- A total or partial shutdown of production in one or more of the facilities where our products are produced while the alleged violation is being remediated;
- Delays in or the inability to obtain future pre-market clearances or approvals; and
- Withdrawals or suspensions of our current products from the market.

Our marketing and sales practices may contain risks that could result in significant liability, require us to change our business practices, and restrict our operations in the future.

We are subject to numerous domestic (federal, state and local) and foreign laws addressing fraud and abuse in the healthcare industry, including the FCA and federal Anti-Kickback Statute, self-referral laws, the Foreign Corrupt Practices Act ("FCPA"), the U.K. Bribery Act (the "Bribery Act"), FDA promotional restrictions, the federal disclosure (sunshine) law and state marketing and disclosure (sunshine) laws, as well as in other countries where we do business and where our products, including investigational products, may be used.

The FCPA, the Bribery Act and similar worldwide anti-bribery laws in non-U.S. jurisdictions generally prohibit companies and their intermediaries from making improper payments to non-U.S. officials for the purpose of obtaining or retaining business.

The FCPA prohibits us from providing anything of value to foreign officials for the purposes of obtaining or retaining business or securing any improper business advantage. It also requires us to keep books and records that accurately and fairly reflect our transactions. Because of the predominance of government-sponsored healthcare systems around the world, many of our customer relationships outside of the U.S. are, either directly or indirectly, with governmental entities and are therefore subject to the FCPA and similar anti-bribery laws in non-U.S. jurisdictions. In addition, the provisions of the Bribery Act extend beyond bribery of foreign public officials and are more onerous than the FCPA in a number of other respects, including jurisdiction, non-exemption of facilitation payments and penalties.

Violations of these laws are punishable by criminal or civil sanctions, including substantial fines, imprisonment and exclusion from participation in healthcare programs such as Medicare and Medicaid, as well as health programs outside the U.S., and even settlement of alleged violations can result in the imposition of corporate integrity agreements that could subject us to additional compliance and reporting requirements and impact our business practices. These laws and regulations are complex and subject to changing interpretation and application, which could restrict our sales or marketing practices. Even minor and inadvertent irregularities could potentially give rise to a charge that the law has been violated. Our policies mandate compliance with these anti-bribery laws. We operate in many parts of the world that have experienced governmental corruption to some degree, and in certain circumstances strict compliance with anti-bribery laws may conflict with local customs and practices. Despite our training and compliance programs, our internal control policies and procedures may not always protect us from reckless or criminal acts committed by our employees or agents. Additionally, if there is a change in law, regulation or administrative or judicial interpretations, we may have to change one or more of our business practices to be in compliance with these laws. Required changes could be costly and time consuming.

Risks Related to Our Intellectual Property and Legal Proceedings

We are involved in various legal proceedings that are uncertain, costly and time-consuming and could have a material adverse impact on our business, financial condition and results of operations.

From time to time we are involved in legal proceedings and disputes, such as the PNT2003 Litigation (as defined below), and may be involved in litigation in the future. Legal proceedings are complex and extended and occupy the resources of our management and employees. Legal proceedings are also costly to prosecute and defend and may involve substantial awards or damages payable by us if not found in our favor. We may be required to pay substantial amounts or grant certain rights on unfavorable terms in order to settle such proceedings. Defending against or settling legal proceedings and any unfavorable legal decisions, settlements or orders could have a material adverse effect on our business, financial condition and results of operations and could cause the market value of our common stock to decline.

For example, on January 26, 2024, we were sued in the United States District Court for the District of Delaware by Advanced Accelerator Applications USA, Inc. and Advanced Accelerator Applications SA, each a Novartis entity, for patent infringement in response to the filing of our ANDA for PNT2003 and Paragraph IV certification, consistent with the process established by the Hatch-Waxman Act.

Similarly, in 2024 we filed a patent infringement lawsuit against a healthcare-related imaging software developer, and that developer filed a motion to dismiss the case based on grounds of invalidity for certain patents and failure to state a claim for infringement for other patents. The court dismissed the developer's motion to dismiss as to invalidity, and granted the motion as to certain allegations of infringement. While we believe it is important to vigorously defend our patents, such defense may be costly and time-consuming and we cannot predict the path that this or any other litigation may take or what the potential outcome may be.

We, or our business partners, may be subject to claims that we, or our partners, have infringed, misappropriated or otherwise violated the patent or other intellectual property rights of a third party. The outcome of any of these claims is uncertain and any unfavorable result could adversely affect our business, financial condition and results of operations.

We, or our business partners, may be subject to claims by third parties that we, or our partners, have infringed, misappropriated or otherwise violated third-party intellectual property rights. We are aware of intellectual property rights held by third parties that relate to products or technologies we are developing. For example, we are aware of other groups investigating PSMA or related compounds and monoclonal antibodies directed at PSMA, and PSMA-targeted imaging agents and therapeutics, and of patents held, and patent applications filed, by these groups in those areas. While the validity of these issued patents, the patentability of pending patent applications and the applicability of any of them to our products and programs are uncertain, if asserted against us or our partners, any related patent or other intellectual property rights could adversely affect our ability to commercialize our products.

In particular, the pharmaceutical and medical device industries historically have generated substantial litigation concerning the manufacture, use and sale of products, and we expect this litigation activity to continue. As a result, we may be subject to litigation over infringement claims regarding the products we manufacture or distribute or intend to manufacture or distribute. For example, on January 26, 2024, we were sued in the United States District Court for the District of Delaware by Advanced Accelerator Applications USA, Inc. and Advanced Accelerator Applications SA, each a Novartis entity, for patent infringement in response to the filing of our ANDA for PNT2003 and Paragraph IV certification, consistent with the process established by the Hatch-Waxman Act (the "PNT2003 Litigation"). This type of litigation can be costly and time consuming and could divert management's attention and resources, generate significant expenses, damage payments (potentially including treble damages) or restrictions or prohibitions on our use of our technology, which could adversely affect our business, results of operations, financial condition and cash flows. In addition, if we or one of our partners are found to be infringing on proprietary rights of others, we may be required to develop non-infringing technology, obtain a license (which may not be available on reasonable terms, or at all), make substantial one-time or ongoing royalty payments, or cease making, using and/or selling the infringing products, any of which could have a material adverse effect on our business, results of operations, financial condition and cash flows.

Similarly, in June of 2024, Endocyte, Inc. ("Endocyte"), Novartis and Purdue Research Foundation sued POINT Biopharma Global Inc. ("POINT") and Lilly alleging that POINT's manufacturing and sale of PNT2002 infringes an Endocyte patent that discloses PSMA-binding conjugates useful for delivery targeted therapeutic, diagnostic and imaging agents, including radiopharmaceuticals. While we have not been named as a party to the lawsuit, if POINT is found to be infringing on proprietary rights of Endocyte, it could prevent or result in a delay in our development and commercialization of PNT2002 or otherwise have an adverse effect on our business, results of operations, financial condition and cash flows.

In addition, in the U.S., it has become increasingly common for patent infringement actions to prompt claims that antitrust laws have been violated during the prosecution of the patent or during litigation involving the defense of that patent. Such claims by direct and indirect purchasers and other payors are typically filed as class actions. The relief sought may include treble damages and restitution claims. Similarly, antitrust claims may be brought by government entities or private parties following settlement of patent litigation, alleging that such settlements are anti-competitive and in violation of antitrust laws. In the U.S. and Europe, regulatory authorities have continued to challenge as anti-competitive so-called "reverse payment" settlements between branded and generic drug manufacturers. We may also be subject to other antitrust litigation involving competition claims unrelated to patent infringement and prosecution. A successful antitrust claim by a private party or government entity against us could have a material adverse effect on our business, financial condition and results of operations and could cause the market value of our common stock to decline.

If we are unable to protect our intellectual property, our competitors could develop and market products with features similar to our products, and demand for our products may decline.

Our commercial success will depend in part on obtaining and maintaining patent and trade secret protection of our commercial products and technologies and products in development, as well as successfully enforcing and defending these patents and trade secrets against third parties and their challenges, both in the U.S. and in foreign countries. We will only be able to protect our intellectual property from unauthorized use by third parties to the extent that we maintain the secrecy of our trade secrets and can enforce our valid patents and trademarks.

The patent positions of pharmaceutical and biotechnology companies can be highly uncertain and involve complex legal and factual questions for which important legal principles remain unresolved. In addition, changes in either the patent laws or in interpretations of patent laws in the U.S. or other countries may diminish the value of our intellectual property and we may not receive the same degree of protection in every jurisdiction. Accordingly, we cannot predict the breadth of claims that may be allowed or enforced in our patents or in third-party patents.

The degree of future protection for our proprietary rights is uncertain because legal means afford only limited protection and may not adequately protect our rights or permit us to gain or keep our competitive advantage. For example:

- We might not have been the first to make the inventions covered by each of our pending patent applications and issued patents, and we could lose our patent rights as a result;
- We might not have been the first to file patent applications for these inventions or our patent applications may not have been timely filed, and we could lose our patent rights as a result;
- Others may independently develop similar or alternative technologies or duplicate any of our technologies;
- It is possible that none of our pending patent applications will result in any further issued patents;
- Our issued patents may not provide a basis for commercially viable drugs, may not provide us with any protection from unauthorized use of our intellectual property by third parties, and may not provide us with any competitive advantages;
- The validity or enforceability of our patent applications or patents may be subject to challenge through interferences, oppositions, post-grant review, ex-parte re-examinations, inter partes review or similar administrative proceedings;
- While we generally apply for patents in those countries where we intend to make, have made, use or sell patented products, we may not be able to accurately predict all of the countries where patent protection will ultimately be desirable and may be precluded from doing so at a later date;
- We may choose not to seek patent protection in certain countries where the actual cost outweighs the perceived benefit at a certain time;
- Patents issued in foreign jurisdictions may have different scopes of coverage than our U.S. patents and so our products may not receive the same degree of protection in foreign countries as they would in the U.S.;
- We may not develop additional proprietary technologies that are patentable;
- The patents of others may have an adverse effect on our business; or
- The cost to defend our patents may be significant and may result in litigation which could be costly and time consuming.

Moreover, the issuance of a patent is not conclusive as to its validity or enforceability. Third parties have challenged and are likely to continue challenging the validity or enforceability of patents that have been issued to us by the USPTO or the applicable foreign patent office or licensed to us. Our patents may be challenged, invalidated, held to be unenforceable, or circumvented, which could negatively impact their commercial value. Furthermore, patent applications filed outside the United States may be challenged by other parties, for example, by filing third-party observations that argue against patentability or an opposition. Such opposition proceedings are increasingly common in the European Union ("EU") and are costly to defend.

The initiation, defense and prosecution of intellectual property suits (including Hatch-Waxman related litigation), interferences, oppositions and related legal and administrative proceedings are costly, time consuming to pursue and result in a diversion of resources, including a significant amount of management time. The outcome of these proceedings is uncertain and could significantly harm our business. If we are not able to enforce and defend the patents of our technologies and products, then we will have lost an opportunity that could have permitted us to exclude competitors from marketing products that directly compete with our products, which could have a material and adverse effect on our business, results of operations, financial condition and cash flows.

We also rely on trade secrets and other know-how and proprietary information to protect our technology, especially where we do not believe patent protection is appropriate or obtainable. However, trade secrets are difficult to protect. We use reasonable efforts to protect our trade secrets, but our employees, consultants, contractors, outside scientific partners and other advisors may unintentionally or willfully disclose our confidential information to competitors or other third parties. Enforcing a claim that a third party improperly

obtained and is using our trade secrets is expensive, time consuming and resource intensive, and the outcome is unpredictable. In addition, courts outside the U.S. are sometimes less willing to protect trade secrets. Moreover, our competitors may independently develop equivalent knowledge, methods and know-how. We rely on confidentiality agreements with our collaborators, employees, consultants and other third parties and invention assignment agreements with our employees to protect our trade secrets and other know-how and proprietary information concerning our business. These confidentiality agreements may not prevent unauthorized disclosure of trade secrets and other know-how and proprietary information, and there can be no guarantee that an employee or an outside party will not make an unauthorized disclosure of our trade secrets, other technical know-how or proprietary information, or that we can detect such an unauthorized disclosure. We may not have adequate remedies for any unauthorized disclosure. This might happen intentionally or inadvertently. It is possible that a competitor will make use of that information, and that our competitive position will be compromised, in spite of any legal action we might take against persons making those unauthorized disclosures, which could have a material and adverse effect on our business, results of operations, financial condition and cash flows.

Risks Related to Our Business Operations and Financial Results

We may not be able to hire or retain the number of qualified personnel, particularly scientific, medical and sales personnel, required for our business, which would harm the expansion of our internal research and development capabilities, sales of our products and approval timelines for and commercialization of our product candidates and limit our ability to grow.

Competition in our industry for highly skilled scientific, healthcare and sales personnel is intense and we may compete with larger pharmaceutical companies that likely will have access to greater financial resources than we do. As we expand our product candidate pipeline, including by expanding beyond prostate cancer and cardiology, and develop and expand our internal research and development capabilities, we will need to continue to hire additional scientific, medical and regulatory personnel. In addition, similar to our approach with the launch and continued growth of PYLARIFY, as we seek to commercialize additional products, we will need to hire additional employees to assist us with such commercialization, including in sales, marketing, reimbursement, quality and medical affairs. Although we have not had any material difficulty in the past in hiring or retaining qualified personnel, if we are unable to retain our existing personnel, or attract and train additional qualified personnel, either because of competition in our industry for these personnel or due to insufficient financial resources, then timelines for the approval and commercialization of our product candidates could be impacted, our growth could be limited and it could have a material adverse effect on our business.

If we lose the services of our key personnel, our business could be adversely affected.

Our success is substantially dependent upon the performance, contributions and expertise of our Chief Executive Officer (“CEO”), executive leadership and senior management team. Brian Markison, our CEO, and other members of our executive leadership and senior management team play a significant role in formulating and executing on our long-term strategy, generating business and overseeing operations. We have employment agreements with Mr. Markison effective March 1, 2024, and a limited number of other individuals on our executive leadership team, although we cannot prevent them from terminating their employment with us. We do not maintain key person life insurance policies on any of our executive officers. While we have experienced some turnover on our executive leadership team, we have generally been able to fill positions by either promoting existing employees or attracting new, qualified individuals to lead key functional areas. Our inability to retain our existing executive leadership and senior management team, maintain an appropriate internal succession program or attract and retain additional qualified personnel could have a material adverse effect on our business.

Any constraint on the availability of PET scanners could impact our ability to grow PYLARIFY and to successfully launch and commercialize radiodiagnostic products in our pipeline.

Use of our radiopharmaceutical diagnostic products is dependent upon the availability of PET scanners in the market. Our ability to continue to grow PYLARIFY and to successfully launch new PET diagnostic products, including MK-6240 and NAV-4694, is dependent upon the availability of PET scanners generally. If PET scanner capacity becomes constrained, that

could have a material adverse effect on our business, results of operations, financial conditions and cash flows.

Our business depends on our ability to successfully introduce new products and adapt to a changing technology and medical practice landscape.

The healthcare industry is characterized by continuous technological development resulting in changing customer preferences and requirements. The success of new product development depends on many factors, including our ability to fund development of new products or new indications for existing products, anticipate and satisfy customer needs, obtain timely regulatory approval based on performance of our products in development versus their clinical trial comparators, develop and manufacture products in a cost-effective and timely manner, maintain advantageous positions with respect to intellectual property and differentiate our products from our competitors. To compete successfully in the marketplace, we must make substantial investments in new product development, whether internally or externally through licensing or acquisitions. Our failure to introduce new and innovative products in a timely manner would have an adverse effect on our business, results of operations, financial condition and cash flows.

Even if we are able to develop, manufacture and obtain regulatory approvals for our new products, the success of these products would depend upon market acceptance and adequate coding, coverage and payment. Levels of market acceptance for our new products could be affected by a number of factors, including:

- The availability of alternative products from our competitors;
- The breadth of indications in which alternative products from our competitors can be marketed;
- The price of our products relative to those of our competitors;
- The timing of our market entry;
- Our ability to enter into commercial contracts on favorable terms to sell our products;
- Our ability to market and distribute our products effectively;
- Market acceptance of our products; and
- Our ability to obtain adequate coding, coverage and payment, including the availability of TPT Status.

The field of diagnostic medical imaging is dynamic, with new products, including equipment, software and products, continually being developed and existing products continually being refined. Our own diagnostic imaging agents compete not only with other similarly administered imaging agents but also with imaging agents employed in different and often competing diagnostic modalities. New hardware, software or products in a given diagnostic modality may be developed that provide benefits superior to the then-dominant hardware, software and products in that modality, resulting in commercial displacement of the products. Similarly, changing perceptions about comparative efficacy and safety including, among other things, comparative radiation exposure, as well as changing availability of supply or the availability of additional payments for new devices, such as granting of or loss of TPT Status, may favor one product over another or one modality over another. In addition, new or revised appropriate use criteria developed by professional societies, to assist physicians and other health care providers in making imaging decisions for specific clinical conditions, can and have reduced the frequency of and demand for certain imaging modalities and imaging agents. To the extent there is technological obsolescence in any of our products, resulting in lower unit sales or decreased unit sales prices, we will have increased unit overhead allocable to the remaining market share, which could have a material adverse effect on our business, results of operations, financial condition and cash flows. Similar risks could apply to therapeutic products, including products we are developing.

If we are not able to successfully integrate the businesses we acquire, or if we are unable to successfully secure necessary shareholder and regulatory approvals relating to pending acquisitions in a timely manner or at all, we may not be able to realize the benefits that we expect to result from the transactions. Additionally, the risks related to the acquired businesses, including the risk that we are unable to successfully integrate those businesses into our operations or are unable to realize the anticipated benefits that each acquisition is predicted to bring, could adversely affect our business, financial condition or results of operations.

As a part of our growth strategy, we have made and may continue to make selected acquisitions of complementary businesses, such as our acquisition of Cerveau Technologies, Inc. (“Cerveau”) in February 2023, our acquisition of Meilleur Technologies Inc. (“Meilleur”) in June 2024, and our recently announced definitive agreements to acquire Life Molecular Imaging Ltd. (“Life Molecular”) and Evergreen Theragnostics, Inc. (“Evergreen”). These acquisitions involve numerous risks and operational, financial, and managerial challenges, including the following, any of which could adversely affect our business, financial condition, or results of operations:

- Coordinating or consolidating geographically separate organizations and integrating personnel with different business backgrounds and corporate cultures;
- Integrating previously autonomous departments, including those in accounting and administrative functions;
- Integrating financial information and management systems;
- The pace of our acquisition activity and the related diversion of already limited resources and management and other personnel time;
- Disruption of our ongoing business;
- Difficulties in integrating new operations, technologies, products, and personnel;
- Inconsistencies in standards, controls, procedures, and policies;
- Lack of synergies, if synergies are anticipated, or the inability to realize expected synergies and cost-savings;
- Underperformance of any acquired technology, product candidate, or business relative to our expectations and the price we paid;
- Managing the risks of entering markets or types of businesses in which we have limited or no direct experience;

- Exposure to unforeseen liabilities;
- The potential loss of key employees and strategic partners of acquired companies; and
- Risks associated with acquiring intellectual property, including potential disputes regarding acquired companies' intellectual property.

In addition, the successful integration of acquired businesses requires significant efforts and expense across all operational areas, including research and development, manufacturing, sales and marketing, finance, legal, and information technologies. There can be no assurance that any of our acquisitions will be successful or will be, or will become or remain, profitable. Our failure to successfully address the foregoing risks may prevent us from achieving the anticipated benefits from any acquisition in a reasonable time frame, or at all.

Further, our pending acquisitions of Life Molecular and Evergreen are subject to customary closing conditions, including regulatory clearances or expiration of applicable waiting periods under antitrust laws and foreign investment laws and receipt of any requisite stockholder approvals. Such closing conditions may be time consuming, and such approvals may be costly to obtain or may be denied, and if obtained, the terms of such regulatory approvals may limit our ongoing operations or require us to divest assets.

Our future growth may depend on our ability to identify and acquire or in-license additional products, businesses or technologies, and if we do not successfully do so, we may have limited growth opportunities and it could result in significant impairment charges or other adverse financial consequences.

We seek to acquire or in-license products, businesses or technologies that we believe are a strategic fit with our business strategy. Future acquisitions or in-licenses, however, may entail numerous operational and financial risks, including:

- A reduction of our current financial resources;
- Incurrence of substantial debt or dilutive issuances of securities to pay for acquisitions;
- Difficulty or inability to secure financing to fund development activities for those acquired or in-licensed technologies;
- Higher than expected acquisition, integration or operational costs;
- Increased amortization expenses;
- Difficulty and cost in combining the operations and personnel of any acquired businesses with our operations and personnel or of retaining key personnel; and
- Diversion of our management's and other personnel's time and attention to identify, assess and acquire potential additional products, businesses or technologies.

We may not have sufficient resources to identify and execute the acquisition or in-licensing of third-party products, businesses and technologies and integrate them into our current infrastructure. In particular, we may compete with larger pharmaceutical companies and other competitors in our efforts to establish new collaborations and in-licensing opportunities. These competitors likely will have access to greater financial resources than we do and may have greater expertise in identifying and evaluating new opportunities. Furthermore, there may be an overlap between our products or customers and the companies which we acquire that may create conflicts in relationships or other commitments detrimental to the integrated businesses. Additionally, the time between our expenditures to acquire or in-license new products, technologies or businesses and the subsequent generation of revenues from those acquired products, technologies or businesses (or the timing of revenue recognition related to licensing agreements and/or strategic collaborations) could cause fluctuations in our financial performance from period to period. Finally, if we devote resources to potential acquisitions or in-licensing opportunities that are never completed, or if we fail to realize the anticipated benefits of those efforts, we could incur significant impairment charges or other adverse financial consequences.

Challenges with product quality or product performance, including defects, caused by us or our manufacturers or suppliers could result in a decrease in customers and revenues, unexpected expenses and loss of market share.

The manufacture of our products is highly exacting and complex and must meet stringent quality requirements, due in part to strict regulatory requirements, including the FDA's cGMPs. Problems may be identified or arise during manufacturing, quality review, packaging or shipment for a variety of reasons including equipment malfunction, failure to follow specific protocols and procedures, defective raw materials and environmental factors. Additionally, manufacturing flaws, component failures, design defects, off-label uses or inadequate disclosure of product-related information could result in an unsafe condition or the injury or death of a patient. Those events could lead to a recall of, or issuance of a safety alert relating to, our products or could harm our reputation and our ability to market our products in the future. We also may undertake voluntarily to recall products or temporarily shut down production lines based on internal safety and quality monitoring and testing data.

Quality, regulatory and recall challenges could cause us to incur significant costs, including costs to replace products, lost revenue, damage to customer relationships, time and expense spent investigating the cause and costs of any possible settlements or judgments related thereto and potentially cause similar losses with respect to other products. These challenges could also divert the attention of our management and employees from operational, commercial or other business efforts. If we deliver products with defects, or if there is a perception that our products or the processes related to our products contain errors or defects, we could incur additional recall and product liability costs, and our credibility and the market acceptance and sales of our products could be materially adversely affected. Due to the strong name recognition of our brands, an adverse event involving one of our products could result in reduced market acceptance and demand for all products, and could harm our reputation and our ability to market our products in the future. In some circumstances, adverse events arising from or associated with the design, manufacture or marketing of our products could result in the suspension or delay of regulatory reviews of our applications for new product approvals. These challenges could have a material adverse effect on our business, results of operations, financial condition and cash flows.

In the ordinary course of business, we may be subject to product liability claims and lawsuits, including potential class actions, alleging that our products have resulted or could result in an unsafe condition or injury.

Any product liability claim brought against us, with or without merit, could be time consuming and costly to defend and could result in an increase of our insurance premiums and cause reputational harm. Although we have not had any such claims to date, claims that could be brought against us might not be covered by our insurance policies. Furthermore, although we currently have product liability insurance coverage with policy limits that we believe are customary for pharmaceutical companies in the diagnostic medical imaging industry and adequate to provide us with insurance coverage for foreseeable risks, even where the claim is covered by our insurance, our insurance coverage might be inadequate and we would have to pay the amount of any settlement or judgment that is in excess of our policy limits. We may not be able to obtain insurance on terms acceptable to us or at all, since insurance varies in cost and can be difficult to obtain. Our failure to maintain adequate insurance coverage or successfully defend against product liability claims could have a material adverse effect on our business, results of operations, financial condition and cash flows.

We use hazardous materials in our business and must comply with environmental laws and regulations, which can be expensive.

Our operations use hazardous materials and produce hazardous wastes, including radioactive, chemical and, in certain circumstances, biological materials and wastes. We are subject to a variety of federal, state and local laws and regulations, as well as non-U.S. laws and regulations relating to the transport, use, handling, storage, exposure to and disposal of these materials and wastes. Environmental laws and regulations are complex, change frequently and have generally become more stringent over time. We are required to obtain, maintain and renew various environmental permits and nuclear licenses. Although we believe that our safety procedures for transporting, using, handling, storing and disposing of, and limiting exposure to, these materials and wastes comply in all material respects with the standards prescribed by applicable laws and regulations, the risk of accidental contamination or injury cannot be eliminated. We place a high priority on these safety procedures and seek to limit any inherent risks. We generally contract with third parties for the disposal of wastes generated by our operations. We store low level radioactive waste at our facility and dispose of the materials in accordance with applicable laws and regulations. A majority of our low level radioactive waste is held to decay until materials are no longer considered radioactive. Although we believe we have complied in all material respects with all applicable environmental, health and safety laws and regulations, we cannot assure you that we have been or will be in compliance with all such laws at all times. If we violate these laws, we could be fined, criminally charged or otherwise sanctioned by regulators. We may be required to incur further costs to comply with current or future environmental and safety laws and regulations. In addition, in the event of accidental contamination or injury from these materials, we could be held liable for any damages that result and any such liability could exceed our resources.

We previously leased a small portion of our North Billerica campus to PerkinElmer for the manufacturing, finishing and packaging of certain radioisotopes, including Strontium-90, which has physical characteristics that make it more challenging to work with and dispose of than our own commercial radioisotopes, including a much longer half-life. PerkinElmer decommissioned its space and vacated the premises as of December 30, 2021. We are fully indemnified by PerkinElmer under our lease for any property damage or personal injury resulting from their activities in our facility. If any release or excursion of radioactive materials took place from their leased space that resulted in property damage or personal injury, the indemnification obligations were not honored, and we were forced to cover any related remediation, clean-up or other expenses, depending on the magnitude, the cost of such remediation, clean-up or other expenses could have a material adverse effect on our business, results of operations, financial condition and cash flows.

While we have budgeted for current and future capital and operating expenditures to maintain compliance with these laws and regulations, we cannot assure you that our costs of complying with current or future environmental, health and safety laws and regulations will not exceed our estimates or adversely affect our results of operations and financial condition. Further, we cannot assure you that we will not be subject to additional environmental claims for personal injury, investigation or cleanup in the future based on our past, present or future business activities.

We may be adversely affected by prevailing economic conditions and financial, business and other factors beyond our control.

Our ability to attract and retain employees, customers, invest in and grow our business, maintain our desired levels of costs of goods sold and operating expenses and meet our financial obligations depends on our operating and financial performance, which, in turn, is subject to numerous factors, including the prevailing economic conditions and financial, business and other factors beyond our control, such as the rate of unemployment, the number of uninsured persons in the U.S. and inflationary pressures, including escalating energy prices. We cannot anticipate all the ways in which the current or future economic climate and financial market conditions could adversely impact our business. We are exposed to risks associated with reduced profitability and the potential financial instability of our customers, many of which may be adversely affected by volatile conditions in the financial markets. For example, unemployment and underemployment, and the resultant loss of insurance, may decrease the demand for healthcare services and pharmaceuticals. If fewer patients are seeking medical care because they do not have insurance coverage, our customers may experience reductions in revenues, profitability and/or cash flow that could lead them to modify, delay or cancel orders for our products. If customers are not successful in generating sufficient revenue or are precluded from securing financing, they may not be able to pay, or may delay payment of, accounts receivable that are owed to us. This, in turn, could adversely affect our financial condition and liquidity. To the extent prevailing economic conditions result in fewer procedures being performed, our business, results of operations, financial condition and cash flows could be adversely affected.

Similarly, we would expect our costs of goods sold and other operating expenses to change in the future in line with periodic inflationary changes in price levels. Because we intend to retain and continue to use our property and equipment, we believe that the incremental inflation related to the replacement costs of those items will not materially affect our operations. However, the rate of inflation affects our expenses, such as those for employee compensation, contract services, and transportation costs, which could increase our level of expenses and the rate at which we use our resources. While we generally believe that we will be able to offset the effect of price-level changes by adjusting our product prices and implementing operating efficiencies, any material unfavorable changes in price levels could have a material adverse effect on our financial condition, results of operations and cash flows.

Our business is subject to international economic, political and other risks that could negatively affect our results of operations or financial position.

For the year ended December 31, 2024, we derived approximately 3.2% of our revenues and sourced approximately 12.9% of our costs of goods sold outside of the United States. Accordingly, our business is subject to risks associated with doing business internationally, including:

- Less stable political and economic environment and changes in a specific country's or region's political or economic conditions;
- Changes in trade policies, regulatory requirements and other barriers, including, for example, U.S. trade sanctions against Iran and those countries and entities doing business with Iran, which could adversely impact international isotope production and, indirectly, our global supply chain;
- Changes to, or the imposition of new tariffs or customs duties;
- Potential global disruptions in air transport, which could adversely affect our international supply chains for radioisotopes, as well as international distribution channels for our commercial products;
- Entering into, renewing or enforcing commercial agreements with international governments or provincial authorities or entities directly or indirectly owned or controlled by such governments or authorities, such as our Chinese development and commercialization partner, Double-Crane;
- International customers which are agencies or institutions owned or controlled by foreign governments;
- Local business practices which may be in conflict with the FCPA and the Bribery Act;
- Currency fluctuations;
- Unfavorable labor regulations;
- Greater difficulties in relying on non-U.S. courts to enforce either local or U.S. laws, particularly with respect to intellectual property;
- Greater potential for intellectual property piracy;
- Greater difficulties in managing and staffing non-U.S. operations, including our EXINI operations in Sweden;
- The need to ensure compliance with the numerous in-country and international regulatory and legal requirements applicable to our business in each of these jurisdictions and to maintain an effective compliance program to ensure compliance with these requirements, including in connection with the General Data Protection Regulation in the EU;

- Changes in public attitudes about the perceived safety of nuclear facilities;
- Civil unrest or other catastrophic events; and
- Longer payment cycles of non-U.S. customers and difficulty collecting receivables in non-U.S. jurisdictions.

These factors are beyond our control. The realization of any of these or other risks associated with operating outside the United States, including the need to import materials from outside the U.S. to produce our products, could have a material adverse effect on our business, results of operations, financial condition and cash flows.

We face currency and other risks associated with international sales.

We generate revenue from export sales, as well as from operations conducted outside the United States. Operations outside the U.S. expose us to risks including fluctuations in currency values, trade restrictions, tariff and trade regulations, U.S. export controls, U.S. and non-U.S. tax laws, shipping delays and economic and political instability. For example, violations of U.S. export controls, including those administered by the U.S. Treasury Department's Office of Foreign Assets Control, could result in fines, other civil or criminal penalties and the suspension or loss of export privileges which could have a material adverse effect on our business, results of operations, financial conditions and cash flows.

Our business depends on the continued effectiveness and availability of our information technology infrastructure, and failures of this infrastructure could harm our operations.

To remain competitive in our industry, we must employ information technologies to support manufacturing processes, quality processes, distribution, research and development and regulatory applications to capture, manage and analyze large streams of data in compliance with applicable regulatory requirements. While we rely extensively on technology, some of which is managed by third-party service providers, to allow the concurrent conduct of work sharing around the world, all aspects of our business are not automated and we cannot eliminate all potential risks associated with our information technology systems, including those associated with introducing new systems, processes or data. As with all information technology, our equipment and infrastructure age and become subject to increasing maintenance and repair and our systems generally are vulnerable to potential damage or interruptions from fires, natural disasters, power outages, blackouts, machinery breakdown, telecommunications failures and other unexpected events, as well as to break-ins, sabotage, increasingly sophisticated intentional acts of vandalism or cybersecurity threats which, due to the nature of such attacks, may remain undetected for a period of time. In addition, a failure to adopt evolving technologies could introduce risk as legacy systems may be incompatible with newer technologies introduced to our systems or become less effective, inefficient to sustain and potentially obsolete. As these threats continue to evolve, we may be required to expend additional resources to enhance our information security measures or to investigate and remediate any information security vulnerabilities. Given the extensive reliance of our business on technology, including reliance on third-party service providers, any failure to adhere to robust security practice or any substantial disruption or resulting loss of data that is not avoided or either corrected by our backup measures or other means, could result in legal liability, harm our business, reputation, operations and financial condition.

A disruption in our computer networks, including those related to cybersecurity, could adversely affect our operations or financial position.

We believe that our cybersecurity program is designed to effectively mitigate the risks of material cybersecurity incidents. However, our management does not expect that our cybersecurity program will prevent or detect all occurrences of cybersecurity incidents, material or otherwise, and there is potential risk that certain cybersecurity breaches may go undetected for a period of time. The design of our cybersecurity program is based, in part, upon certain assumptions about the likelihood of future incidents, and there can be no assurance that any design will prevent or detect all cybersecurity breaches. Over time, certain aspects of cybersecurity programs may become inadequate because of changes in technology, sophistication of cybersecurity attacks, emerging threats or other conditions, or the degree of compliance with our policies and procedures may deteriorate.

We rely on our computer networks and systems, some of which are managed by third parties, to manage and store electronic information (including sensitive data such as confidential business information, personally identifiable data and personal health information), and to manage or support a variety of critical business processes and activities. We may face threats to our networks from unauthorized access, security breaches and other system disruptions. Despite our security measures, our infrastructure may be vulnerable to external or internal attacks. Any such security breach may compromise information stored on our networks and may result in significant data losses or theft of sensitive or proprietary information. A cybersecurity breach could hurt our reputation by adversely affecting the perception of customers and potential customers about the security of their orders and personal information, as well as the perception of our manufacturing partners of the security of their proprietary information. In addition, a cybersecurity attack could result in other negative consequences, including disruption of our internal operations, increased cybersecurity protection costs, lost revenue, regulatory actions or litigation. Any disruption of internal operations could also have a material adverse impact on our results of operations, financial condition and cash flows. To date, we have not experienced any known material cybersecurity attacks.

We may be limited in our ability to utilize, or may not be able to utilize, net operating loss carryforwards to reduce our future tax liability.

As of December 31, 2024, we had U.S. federal income tax loss carryforwards of $269.9 million, $128.1 million of which will expire between 2027 and 2037, $141.8 million of which can be carried forward indefinitely, and state income tax loss carryforwards of $9.1 million, tax-effected. We may be limited in our ability to use these tax loss carryforwards to reduce our future U.S. federal and state income tax liabilities if our future income is not sufficient to absorb the losses, or if we were to experience another "ownership change" as specified in Section 382 of the Internal Revenue Code including if we were to issue a certain amount of equity securities, certain of our stockholders were to sell shares of our common stock, or we were to enter into certain strategic transactions.

Risks Related to our and our Strategic Partners' Portfolios of Clinical Development Candidates

We may not, or may take longer to, realize the expected benefits and opportunities related to, investments we have made to develop diagnostic product candidates to be used in diagnosing, staging and monitoring Alzheimer's disease.

During 2024, we acquired Meilleur, which holds the rights under a license agreement to develop and commercialize NAV-4694, an investigational late-stage F-18-labeled PET imaging agent that targets beta amyloid in Alzheimer's disease. NAV-4694 is currently in Phase 3 development and is also being used in academic and industry sponsored clinical trials.

Previously, we acquired MK-6240, which is an investigational late-stage F-18-labeled PET imaging agent that targets tau tangles. In 2024, we held a pre-NDA meeting with the FDA and we expect to submit a new drug application ("NDA") for MK-6240 in 2025, but we can provide no assurance that we will meet that expected timeline, that our NDA will be accepted by the FDA, that MK-6240 will be approved by the FDA based on the data submitted or, if approved, that we will be successful in commercializing MK-6240.

While we believe that both MK-6240, as a tau imaging agent, and NAV-4694, as a beta amyloid imaging agent, have the potential to play an important role in diagnosing, staging and monitoring Alzheimer's disease, we can give no assurance that we will be successful with continued development, regulatory approval and commercialization of these product candidates or that disagreements with the counterparties to our license agreements for MK-6240 and NAV-4694 or the former stockholders of the companies we acquired who could receive future milestone and royalty-based payments will not arise over proprietary rights, contract interpretation or the preferred course of product research, development or marketing that might cause delays or termination of the license agreements, or might result in litigation or arbitration, which could be time-consuming and expensive.

We may not, or may take longer to, realize the expected benefits and opportunities related to, the POINT License Agreements.

On December 20, 2022, we announced the closing of a set of strategic collaborations with an affiliate of POINT, in which we were granted a license to exclusive worldwide rights (excluding Japan, South Korea, China (including Hong Kong, Macau and Taiwan), Singapore and Indonesia) to co-develop and commercialize POINT's PNT2002 and PNT2003 product candidates (the "POINT License Agreements"). The expected benefits and opportunities related to the POINT License Agreements may not be realized or may take longer to realize than expected due to, for example, challenges and uncertainties inherent in product research, development, manufacturing, regulatory approval, marketing and competition. In particular, activities under the POINT License Agreements may not result in viable products suitable for commercialization in a timely manner or at all, due to a variety of reasons, including any inability of the relevant parties to perform their commitments and obligations under the POINT License Agreements. The POINT License Agreements impose various development, regulatory filing, commercialization and other obligations on us, and require us to meet development timelines or to exercise commercially reasonable efforts to develop and commercialize licensed products. We, along with our counterparty in the POINT License Agreements, may not be able to meet expected or planned regulatory milestones and timelines due to a number of factors, including, with respect to PNT2003, the PNT2003 Litigation, which could postpone FDA approval for up to 30 months. Even if the licensed products are suitable for commercialization in a timely manner, we may not achieve the expected revenues from the sale of such products, and our revenue, ability to achieve profitability and return on investment may be adversely affected.

On December 18, 2023, we announced positive topline results from the Phase 3 registrational clinical trial for PNT 2002 ("SPLASH"). On September 15, 2024, we presented additional clinical data from initial topline results of SPLASH during the European Society of Medical Oncology Congress 2024. On November 6, 2024, we announced the completion of the second interim analysis for SPLASH at 75% of protocol pre-specified target OS events. Although the results the SPLASH trial met its primary endpoint, interim overall survival results were immature and results for both rPFS and OS at the second interim analysis did not materially change from the interim analysis that was performed at 46% of pre-specified OS events. We can give no assurance that, as additional data become available, such data will represent a material change from the topline data we previously published, or that such data will support an NDA filing, FDA approval, or successful commercialization of PNT2002.

In addition, we are dependent on POINT to develop commercial product capacity and manufacture for both PNT2002 and PNT2003.

Disagreements with POINT in the POINT License Agreements over proprietary rights, contract interpretation or the preferred course of product research, development, regulatory strategy or marketing, might cause delays in performance of the POINT License Agreements or termination of the POINT License Agreements, or might result in litigation or arbitration, which could be time-consuming and expensive.

Additionally, if we fail to comply with our obligations under the POINT License Agreements, then POINT may conclude that we have materially breached and may terminate one or both of the POINT License Agreements, in which event we may lose our rights to develop and market PNT2002 and PNT2003 or incur liability for damages.

Any of the foregoing risks could have a material adverse effect on our business, results of operations and financial condition.

The process of developing new drugs and obtaining regulatory approval is complex, time-consuming and costly, and the outcome is not certain.

We currently have pre-clinical and clinical development programs in the U.S., and are exploring additional lifecycle management opportunities for some of our current products, including PYLARIFY. To obtain regulatory approval for these products, we must conduct extensive human tests, which are referred to as clinical trials, as well as meet other rigorous regulatory requirements, as further described in Part I, Item 1. *"Business—Regulatory Matters"* to this Form 10-K. In connection with our ongoing development activities, we currently depend, and expect to continue to depend, on numerous third parties, including contract research organizations, clinical trial investigators and contract manufacturing organizations. If any of these service providers breach or terminate its agreement with us or otherwise fail to conduct the service for which it is responsible successfully and in a timely and compliant manner, the development or commercialization of the affected product candidate or research program could be delayed or terminated. In addition, oversight of third-party service providers can be costly and time consuming and could divert management's and other personnel's time and attention,

Satisfaction of all regulatory requirements to successfully obtain regulatory approval for a new product typically takes many years and requires the expenditure of substantial resources. A number of other factors may cause significant delays in the completion of our development programs and clinical trials, including unexpected delays in the initiation of clinical sites, slower than projected enrollment, competition with ongoing clinical trials and scheduling conflicts with participating clinicians, regulatory requirements, limits on manufacturing capacity and failure of an investigational product to meet required standards for administration to humans. In addition, it may take longer than we project to achieve study endpoints and complete data analysis for a clinical trial or we may decide to slow down the enrollment in a trial in order to conserve financial resources or for other reasons.

Our products in development are also subject to the risks of failure inherent in drug development, drug testing and regulatory approval. The results of preliminary studies do not necessarily predict clinical success, and larger and later stage clinical trials may not produce the same results as earlier stage trials. Sometimes, products that have shown promising results in early clinical trials have subsequently suffered significant setbacks in later clinical trials. Products in later stage clinical trials may fail to show desired safety and efficacy traits, despite having progressed through initial clinical testing. In addition, the data collected from clinical trials of our products in development may not be sufficient to support regulatory approval, or regulators could interpret the data differently and less favorably than we do. Further, the design of a clinical trial can determine whether its results will support approval of a product, and flaws in the design of a clinical trial may not become apparent until the clinical trial is well advanced. Clinical trials of potential products often reveal that it is not practical or feasible to continue development efforts. Regulatory authorities may require us or our partners to conduct additional clinical testing, in which case we would have to expend additional time and resources. Depending on the regulatory pathway selected for drug approval, such as by filing an ANDA or Section 505(b)(2) NDA that requires sending notice to the innovator of a drug, regulatory approval may also be delayed by litigation brought under the Hatch-Waxman Act, which is the case for the approval pathway for PNT2003, currently subject to the PNT2003 Litigation. The approval process may also be delayed by changes in government regulation, future legislation or administrative action or changes in regulatory policy that occur prior to or during regulatory review. The failure to provide clinical and preclinical data that are adequate to demonstrate to the satisfaction of the regulatory authorities that our products in development are safe and effective for their proposed use will delay or preclude approval and will prevent us from marketing those products.

We are not permitted to market our products in development in the U.S. or other countries until we have received requisite regulatory approvals. For example, securing FDA approval for a new drug requires the submission of an NDA to the FDA for our products in development. The NDA must include extensive nonclinical and clinical data and supporting information to establish the product's safety and effectiveness for each indication. The NDA must also include significant information regarding the chemistry, manufacturing and controls for the product. The FDA review process can take many years to complete, and approval is never guaranteed. If a product is approved, the FDA may limit the indications for which the product may be marketed, require extensive warnings on the product labeling, impose restricted distribution programs, require expedited reporting of certain adverse events, or require costly ongoing requirements for post-marketing clinical trials and surveillance or other risk management measures to monitor the safety or efficacy of the product. In some instances, products in development may also be approved by filing an ANDA or Section 505(b)(2) NDA with the FDA (as further described in Part I, Item 1. *"Business—Regulatory Matters—Hatch-Waxman Act"* of this

Form 10-K); provided, however, that seeking regulatory approval under such pathways may subject the product candidate to litigation brought by an innovator of similar drugs under the Hatch-Waxman Act, as is the case with the PNT2003 Litigation. Markets outside of the U.S. also have requirements for approval of products with which we must comply prior to marketing. Obtaining regulatory approval for marketing of a product in one country does not ensure we will be able to obtain regulatory approval in other countries, but a failure or delay in obtaining regulatory approval in one country may have a negative effect on the regulatory process in other countries. Also, any regulatory approval of any of our products in development, once obtained, may be withdrawn. Approvals might not be granted on a timely basis, if at all.

Even if clinical development candidates receive regulatory approval, we can give no assurance that they can be successfully commercialized.

Even if we or our partners' clinical development candidates proceed through their clinical trials and ultimately receive regulatory approval, there is no guarantee that an approved product can be manufactured in commercial quantities at a reasonable cost or that such a product will be successfully marketed or distributed. For example, although our licensee, GE Healthcare, has received FDA approval of Flyrcado (flurpiridaz F-18) for coronary artery disease diagnosis, there is no guarantee that GE Healthcare will be successful in its commercialization of Flyrcado, which may delay or prevent us from being able to generate additional future royalty revenue from product sales. Additionally, the manufacturing, marketing and distribution of an F-18-based radiopharmaceuticals like Flyrcado, as well as our investigational products, such as MK-6240 and NAV-4694, will require the creation of a field-based network of specialized PET manufacturing facilities, or PMFs, with radioisotope-producing cyclotrons, similar to what we created for PYLARIFY, and will need to be manufactured and distributed rapidly to end-users.

In addition, obtaining adequate coding, coverage, and payment at appropriate payment levels for any clinical development candidate will be critical, including not only coverage from Medicare, Medicaid, and other government payors, but also from private payors. We can give no assurance, even if a clinical development candidate were to obtain regulatory approval, that adequate coding, coverage and payment could be secured to allow the approved products to become successfully commercialized.

We have been and expect to continue to be dependent on partners for the development of certain product candidates, which expose us to the risk of reliance on these partners.

In connection with our ongoing development activities, we currently depend, and expect to continue to depend, on numerous collaborators. For example, in addition to our collaboration with Curium on PYLCLARI in Europe, GE Healthcare on Flyrcado and POINT on PNT2002 and PNT2003, we have other collaborations to develop and commercialize products. In addition, certain clinical trials for our product candidates may be conducted by government-sponsored agencies, and consequently will be dependent on governmental participation and funding. These arrangements expose us to the same considerations we face when contracting with third parties for our own trials.

If any of our collaborators breach or terminate its agreement with us or otherwise fail to conduct successfully and in a timely manner the collaborative activities for which they are responsible, the preclinical or clinical development or commercialization of the affected product candidate or research program could be delayed or terminated. We generally do not control the amount and timing of resources that our collaborators devote to our programs or product candidates. We also do not know whether current or future collaboration partners, if any, might pursue alternative technologies or develop alternative products either on their own or in collaboration with others, including our competitors, as a means for developing treatments for the diseases or conditions targeted by our collaborative arrangements. Our collaborators are also subject to similar development, regulatory, manufacturing, cyber-security and competitive risks as us, which may further impede their ability to successfully perform the collaborative activities for which they are responsible. Setbacks of these types to our collaborators could have a material adverse effect on our business, results of operations and financial condition.

We depend on licenses from third parties for our rights to develop and commercialize certain product candidates. If we fail to achieve milestone requirements or to satisfy other conditions, we may lose those rights under those license agreements, and our business, results of operations and financial condition could be adversely affected.

Many of our products or product candidates incorporate rights licensed by third parties -- for example, we license patent rights on PYLARIFY, PNT2002, PNT2003, MK-6240, NAV-4694, LNTH-1363S, LNTH-2402, LNTH-2403 and LNTH-2404. We could lose the rights to develop or commercialize these products and product candidates if the related license agreement is terminated due to a breach by us or otherwise. In addition, we are required to make substantial cash payments, achieve milestones and satisfy other conditions, including filing for and obtaining marketing approvals and introducing products, sometimes in accordance with established timelines, to maintain rights under our license agreements. Due to the nature of these agreements and the uncertainties of development, we may not be able to achieve milestones or satisfy conditions to which we have contractually committed, and as a result may be unable to maintain our rights under these licenses. If we do not comply with our license agreements, the licensors may terminate them, which could result in our losing our rights to, and therefore being unable to commercialize, related products. This loss could have a material adverse effect on our business, results of operations and financial condition.

Risks Related to Our Capital Structure

The conditional conversion feature of the 2.625% Convertible Senior Notes due 2027, if triggered, may adversely affect our financial condition and operating results.

On December 8, 2022, we issued $575.0 million in aggregate principal amount of 2.625% Convertible Senior Notes due 2027 (the "Notes"), which included $75.0 million in aggregate principal amount of Notes sold pursuant to the full exercise of the initial purchasers' option to purchase additional Notes. The Notes were issued under an indenture, dated as of December 8, 2022 (the "Indenture"), among Lantheus Holdings, LMI, and U.S. Bank Trust Company, National Association ("U.S. Bank"), as Trustee. Prior to the close of business on the business day immediately preceding September 15, 2027, the Notes may be converted at the option of the holders upon occurrence of specified events and during certain periods, and thereafter until the close of business on the business day immediately preceding the maturity date, the Notes may be converted at any time. For example, holders could elect to convert their Notes during a calendar quarter if the trading price of our common stock was greater than or equal to 130% of the conversion price of the Notes (initially $79.81 per share) for at least 20 trading days (whether or not consecutive) during the period of 30 consecutive trading days ending on, and including, the last trading day of the immediately preceding calendar quarter (the "Stock Price Conversion Threshold"). During the third quarter of 2024, the closing price of the Company's common stock exceeded the Stock Price Conversion Threshold, so the Notes were convertible at the option of the holders during the fourth quarter of 2024, and, in connection therewith, holders of $4,000 in aggregate principal of Notes elected to convert their Notes, for which we elected to pay cash in consideration of our conversion obligation in excess of the aggregate principal amount of the converted Notes. During the fourth quarter of 2024, the closing price of the Company's common stock did not exceed the Stock Price Conversion Threshold, so the Notes are not convertible at the option of the holders of the Notes during the first quarter of 2025. If such a right becomes available again and if one or more holders elect to convert their Notes, unless we elect to satisfy our conversion obligation by arranging for one or more financial institutions to take the Notes from converting holders and pay such holders in accordance with the Indenture, we would be required to settle any converted principal amount of such Notes through the payment of cash and by paying or delivering, at our election, cash, shares of our common stock, or a combination of cash and shares, with respect to the remainder of our conversion obligation in excess of the aggregate principal amount of the Notes being converted, which could adversely affect our liquidity or, if we elect to settle our conversion obligation in excess of the aggregate principal amount of the Notes being converted in shares of common stock (whether in whole or in part), could dilute the ownership interests of our existing common stockholders.

The issuance or sale of shares of our common stock, or rights to acquire shares of our common stock, could depress the trading price of our common stock.

We may conduct future offerings of our common stock, preferred stock or other securities that are convertible into or exercisable for our common stock to finance our operations or fund acquisitions, or for other purposes. In addition, we expect to continue to grant equity awards to directors, officers and employees under our equity incentive plans. If we issue additional shares of our common stock or rights to acquire shares of our common stock, if any of our existing stockholders sells a substantial amount of our common stock, or if the market perceives that such issuances or sales may occur, then the trading price of our common stock may significantly decrease. In addition, our issuance of additional shares of common stock will dilute the ownership interests of our existing common stockholders.

Repurchases by us of our common stock may affect the value of our common stock.

We have from time to time engaged in repurchase programs of our common stock. In November 2024, our Board of Directors (the "Board") authorized a program to repurchase up to $250.0 million over the next twelve months via open market purchases or privately negotiated transactions, block trades and/or through other legally permissible means, depending on market conditions and in accordance with applicable rules and regulations (the "2024 Program"). We repurchased approximately $100.0 million of our common stock under the 2024 Program during the fourth quarter of 2024 for an average stock price of $89.59 per share, and have the ability to repurchase additional shares of our common stock under the 2024 Program. Such repurchases could increase, or prevent a decrease in, the market price of our common stock, although there can be no assurance that an increase, or prevention of a decrease, would occur, and stockholders could prefer that we allocate our capital in a different manner, which could negatively impact the market price of our common stock.

We have indebtedness that may limit our financial and operating activities and may adversely affect our ability to incur additional debt to fund future needs.

As of December 31, 2024, we had approximately $575.0 million of total principal indebtedness remaining under the Notes and availability of $750.0 million under our five-year revolving credit facility, which was amended in December 2024 (as amended, the "2022 Revolving Facility"). The amendment extended the maturity date of the 2022 Revolving Facility to December 19, 2029 and increased the amount available under the 2022 Revolving Facility from $350.0 million to $750.0 million. Our indebtedness and any future indebtedness we incur could:

- Require us to dedicate a substantial portion of cash flow from operations to the payment of interest on and principal of our indebtedness, thereby reducing the funds available for other purposes, including for working capital, capital expenditures and acquisitions;

- Make it more difficult for us to satisfy and comply with our obligations with respect to our outstanding indebtedness, namely the payment of interest and principal;
- Make it more difficult to refinance the outstanding indebtedness;
- Subject us to increased sensitivity to interest rate increases;
- Make us more vulnerable to economic downturns, adverse industry or company conditions or catastrophic external events;
- Limit our ability to withstand competitive pressures;
- Reduce our flexibility in planning for or responding to changing business, industry and economic conditions; and
- Place us at a competitive disadvantage to competitors that have relatively less debt than we have.

In addition, our level of indebtedness could limit our ability to obtain additional financing on acceptable terms, or at all, for working capital, capital expenditures and general corporate purposes. Our liquidity needs could vary significantly and may be affected by general economic conditions, industry trends, performance and many other factors outside our control.

We may not be able to generate sufficient cash flow to meet our debt service obligations.

Our ability to generate sufficient cash flow from operations to make scheduled payments on our debt obligations will depend on our future financial performance, which will be affected by a range of economic, competitive and business factors, many of which are outside of our control. If we do not generate sufficient cash flow from operations to satisfy our debt obligations, including interest and principal payments, our credit ratings could be downgraded, and we may have to undertake alternative financing plans, such as refinancing or restructuring our debt, selling assets, entering into additional corporate collaborations or licensing arrangements for one or more of our products in development, reducing or delaying capital investments or seeking to raise additional capital. We cannot assure you that any refinancing would be possible, that any assets could be sold, licensed or partnered, or, if sold, licensed or partnered, of the timing of the transactions and the amount of proceeds realized from those transactions, that additional financing could be obtained on acceptable terms, if at all, or that additional financing would be permitted under the terms of our various debt instruments then in effect. Furthermore, our ability to refinance would depend upon the condition of the financial and credit markets. Our inability to generate sufficient cash flow to satisfy our debt obligations, or to refinance our obligations on commercially reasonable terms or on a timely basis, would have an adverse effect on our business, results of operations and financial condition.

Despite our indebtedness, we may incur more debt, which could exacerbate the risks described above.

We and our subsidiaries may be able to incur substantial additional indebtedness in the future subject to the limitations contained in the agreements governing our debt, including the 2022 Revolving Facility. Although these agreements restrict us and our restricted subsidiaries from incurring additional indebtedness, these restrictions are subject to important exceptions and qualifications. For example, we are generally permitted to incur certain indebtedness, including indebtedness arising in the ordinary course of business, indebtedness among restricted subsidiaries and us and indebtedness relating to hedging obligations. If we or our subsidiaries incur additional debt, the risks that we and they now face as a result of our leverage could intensify. In addition, the 2022 Revolving Facility will not prevent us from incurring obligations that do not constitute indebtedness under that agreement.

Our 2022 Revolving Facility contains restrictions that will limit our flexibility in operating our business.

Our 2022 Revolving Facility contains various covenants that limit our ability to engage in specified types of transactions. These covenants limit our and our restricted subsidiaries' ability to, among other things:

- Maintain net leverage above certain specified levels;
- Maintain interest coverage below certain specified levels;
- Incur additional debt;
- Pay dividends or make other distributions;
- Redeem stock;
- Issue stock of subsidiaries;
- Make certain investments;
- Create liens;
- Enter into transactions with affiliates; and
- Merge, consolidate or transfer all or substantially all of our assets.

A breach of any of these covenants could result in a default under the 2022 Revolving Facility. We may also be unable to take advantage of business opportunities that arise because of the limitations imposed on us by the restrictive covenants under our indebtedness.

U.S. credit markets may impact our ability to obtain financing or increase the cost of future financing, including interest rate fluctuations based on macroeconomic conditions that are beyond our control.

During periods of volatility and disruption in the U.S., European, or global credit markets, obtaining additional or replacement financing may be more difficult and the cost of issuing new debt or replacing or repaying our 2022 Revolving Facility could be higher than under our current 2022 Revolving Facility. Higher cost of new debt may limit our ability to have cash on hand for working capital, capital expenditures and acquisitions on terms that are acceptable to us. Additionally, our 2022 Revolving Facility has variable interest rates. By its nature, a variable interest rate will move up or down based on changes in the economy and other factors, all of which are beyond our control. If interest rates increase, our interest expense could increase, affecting earnings and reducing cash flows available for working capital, capital expenditures and acquisitions.

Our stock price could fluctuate significantly, which could cause the value of your investment in our common stock to decline, and you may not be able to resell your shares at or above your purchase price.

Securities markets worldwide have experienced, and may continue to experience, significant price and volume fluctuations. This market volatility, as well as general economic, market or political conditions, could reduce the market price of our common stock regardless of our operating performance. The high and low closing sales prices of our common stock during the twelve months ended December 31, 2024 were $123.62 and $51.07, respectively. The trading price of our common stock is likely to be volatile and subject to wide price fluctuations in response to various factors, including:

- Market conditions in the broader stock market;
- Actual or anticipated fluctuations in our quarterly financial and operating results;
- Issuance of new or changed securities analysts' reports or recommendations;
- Investor perceptions of us and the pharmaceutical and medical device industries;
- Sales, or anticipated sales, of large blocks of our stock;
- Acquisitions or introductions of new products or services by us or our competitors;
- Positive or negative results from our clinical development programs;
- Additions or departures of key personnel;
- Regulatory or political developments;
- Loss of intellectual property protections;
- Litigation and governmental investigations;
- Geopolitical events; and
- Changing economic conditions.

These and other factors may cause the market price and demand for our common stock to fluctuate substantially, which may limit or prevent investors from readily selling their shares of common stock and may otherwise negatively affect the liquidity of our common stock. In addition, in the past, when the market price of a stock has been volatile, holders of that stock have sometimes instituted securities class action litigation against the company that issued the stock. If any of our stockholders brought a lawsuit against us, we could incur substantial costs defending the lawsuit. Such a lawsuit could also divert the time and attention of our management from our business, which could significantly harm our profitability and reputation.

If securities or industry analysts do not publish research or reports about our business, if they adversely change their recommendations regarding our stock, or if our results of operations do not meet their expectations, our stock price and trading volume could decline.

The trading market for our common stock will be influenced by the research and reports that industry or securities analysts publish about us or our business. If one or more of these analysts ceases coverage of our company or fails to publish reports on us regularly, we could lose visibility in the financial markets, which in turn could cause our stock price or trading volume to decline. Moreover, if one or more of the analysts who cover us downgrades our stock, or if our results of operations do not meet their expectations, our stock price could also decline.

We do not anticipate paying any cash dividends for the foreseeable future, and accordingly, stockholders must rely on stock appreciation for any return on their investment.

We have never declared or paid cash dividends on our capital stock. We currently intend to retain our future earnings, if any, for the foreseeable future, to repay indebtedness and to fund the development and growth of our business. We do not intend to pay any dividends to holders of our common stock and the agreements governing our senior secured credit facilities limit our ability to pay dividends. As a result, capital appreciation in the price of our common stock, if any, will be your only source of gain on an investment in our common stock.

Anti-takeover provisions in our charter documents and Delaware law and certain provisions in the Notes and Indenture may make an acquisition of us more difficult.

Our amended and restated certificate of incorporation and bylaws, as amended and restated, contain provisions that delay, defer or discourage transactions involving an actual or potential change in control of us or change in our management. These provisions may also discourage bids for our common stock at a premium over market price or adversely affect the market price of, and the voting and other rights of the holders of, our common stock. These provisions could also discourage proxy contests and make it more difficult for stockholders to elect directors other than the candidates nominated by our Board. In addition, we are incorporated in Delaware and subject to the provisions of Section 203 of the Delaware General Corporation Law, which may prohibit large stockholders from consummating a merger with, or acquisition of, us. These provisions may deter an acquisition of us that might otherwise be attractive to stockholders.

Certain provisions in the Notes and the Indenture could make it more difficult or more expensive for a third party to acquire us. For example, if a takeover would constitute a fundamental change, holders of the Notes will have the right to require us to repurchase their Notes in cash. In addition, if a takeover constitutes a make-whole fundamental change, we may be required to increase the conversion rate for holders who convert their Notes in connection with such takeover. In either case, and in other cases, our obligations under the Notes and the Indenture could increase the cost of acquiring us or otherwise discourage a third party from acquiring us or removing incumbent management, including in a transaction that holders of our common stock may view as favorable.

Item 1B. Unresolved Staff Comments

None.

Item 1C. Cybersecurity

Risk management and strategy

With respect to cybersecurity risks, we have invested and continually invest in new cybersecurity services, technologies, and capabilities. On an ongoing basis we provide our employees with comprehensive cybersecurity awareness training around phishing, malware and other cybersecurity risks, all in a manner reasonably intended to educate employees to safely avoid cyber attacks and mitigate the risk of employee related security breaches. In support of our cybersecurity program, our systems and services undergo regular reviews by management to determine if any insufficiencies in cybersecurity exist.

If an incident is detected, our cybersecurity team follows the incident response policy to investigate, review and determine the potential impacts of such an incident. If the cybersecurity team determines that an incident could reasonably be expected to have an impact on the financial condition or operations of the Company, it escalates the incident to the crisis management team, which includes executive management. The crisis management team further evaluates the potential impact and materiality of an event and the appropriate response required. The crisis management team coordinates the appropriate response effort and communicates, as applicable, to the Audit Committee. To the extent that cybersecurity incident is determined to be material, the appropriate public disclosures are made.

We monitor material risks from cybersecurity threats relating to potential compromises of sensitive information at our third-party business partners where relevant and reevaluate these risks periodically. We also perform third-party cybersecurity audits at least annually and conduct third-party security reviews and testing of our network, processes and systems periodically.

Impact of cybersecurity risks on business strategy, results of operations or financial condition

We rely on our computer networks and systems, some of which are managed by third-parties, to manage and store electronic information (including sensitive data such as confidential business information, personally identifiable data and personal health information), and to manage or support a variety of critical business processes and activities. We may face threats to our networks from unauthorized access, security breaches and other system disruptions. Despite our security measures, our infrastructure may be vulnerable to external or internal attacks. Any such security breach may compromise information stored on our networks and may result in significant data losses or theft of sensitive or proprietary information. A cybersecurity breach could hurt our reputation by adversely affecting the perception of customers and potential customers about the security of their orders and personal information, as well as the perception of our manufacturing partners of the security of their proprietary information. In addition, a cybersecurity attack

could result in other negative consequences, including disruption of our internal operations, increased cybersecurity protection costs, lost revenue, regulatory actions or litigation. Any disruption of internal operations could also have a material adverse impact on our results of operations, financial condition and cash flows.

As of the date of this report, we have not experienced any known cybersecurity incidents, or a series of related incidents, that have materially affected or are reasonably likely to affect us, including our business strategy, results of operations or financial condition. For an additional description of these cybersecurity risks and potential related impacts on us, see *"Risk Factors"* in Part I, Item 1A of this Form 10-K.

Governance

Our Board actively oversees our corporate strategy and enterprise risk management ("ERM") programs, including those relating to cybersecurity and data privacy risks.

Our Audit Committee and Nominating and Corporate Governance Committee are primarily responsible for, among other things, overseeing our compliance and ERM programs, information technology systems, and our processes and data, including cybersecurity and data privacy. These responsibilities include reviewing and discussing with management our policies and processes relating to risk assessment and risk management. Cybersecurity and data privacy are regular topics on the Audit Committee's agenda and management reviews at least quarterly the results of cybersecurity monitoring and discusses performance metrics, any incidents identified and potential recommended modifications to our technology, organization training, awareness and governance with our Audit Committee. A summary of these results are also reported by the Audit Committee to the Board at least annually.

Management, including our Chief Information Officer, who has over 25 years of experience serving primarily in the life science industry and is a recognized industry leader, is responsible for monitoring and assessing cybersecurity risks. Management reviews and determines the effectiveness of both internal and third-party leveraged expertise to ensure we have the appropriate knowledge base for risk coverage.

Item 2. Properties

The following table summarizes information regarding our significant leased and owned properties, as of December 31, 2024:

Location	Purpose	Square Footage	Ownership	Lease Term End
U.S.				
North Billerica, Massachusetts	Manufacturing, Laboratory, Mixed Use and Other Office Space	354,000	Owned	N/A
Bedford, Massachusetts	Executive Offices, Laboratory, Office Space	88,200	Leased	February 2040
New York, New York	Office Space	26,000	Leased*	September 2030
Canada				
Quebec	Mixed Use and Office Space	1,106	Leased	May 2025
Quebec	Distribution Center and Office Space	1,433	Leased	May 2025
Sweden				
Lund	Office Space	4,000	Leased	December 2027

* On October 11, 2021, we entered into an agreement to sublease our office space at the World Trade Center in New York City to an unrelated third party.

We believe all of these facilities are well-maintained and suitable for the office, manufacturing or warehouse operations conducted in them and provide adequate capacity for current and foreseeable future needs.

Item 3. Legal Proceedings

Information with respect to certain legal proceedings is included in Note 19, *"Commitments and Contingencies,"* to the consolidated financial statements contained in Part II, Item 8. *"Financial Statements and Supplementary Data,"* of this Form 10-K and is incorporated herein by reference.

Item 4. Mine Safety Disclosures

Not applicable

PART II

Item 5. Market for Registrant's Common Equity, Related Stockholder Matters and Issuer Purchases of Equity Securities

Market Information

Our common stock trades on the NASDAQ Global Market under the symbol "LNTH".

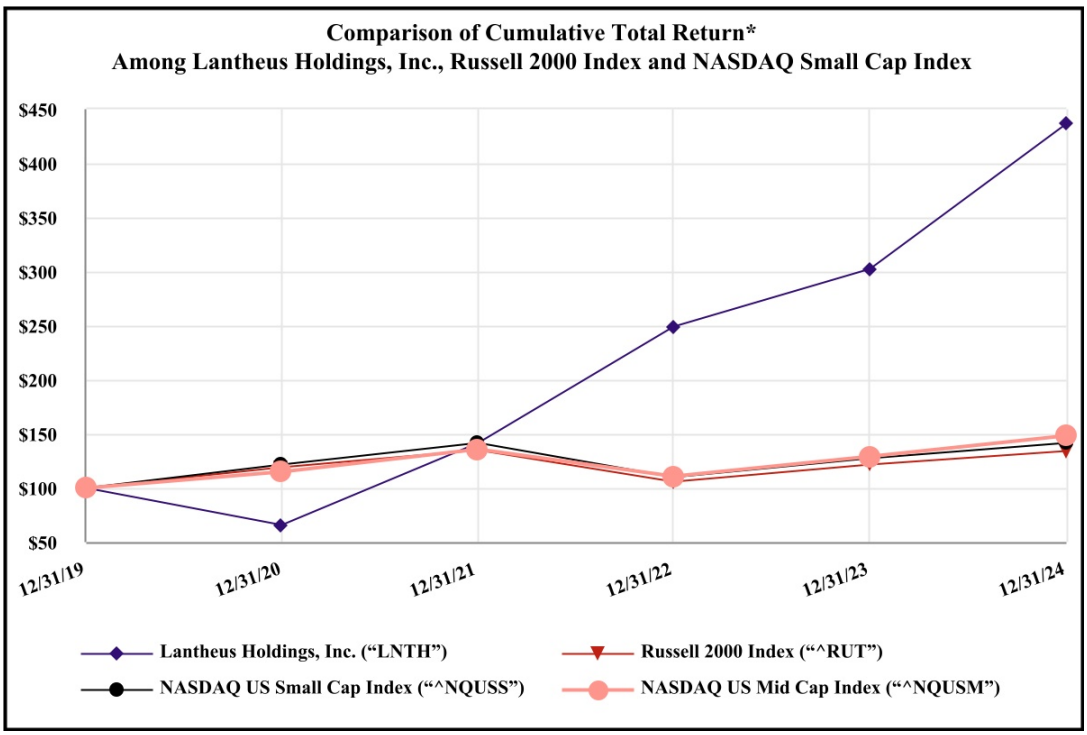
Holders of Record

On February 20, 2025, there were approximately 29 stockholders of record of our common stock. This number does not include stockholders for whom shares are held in "nominee" or "street" name.

Performance Graph

The performance graph set forth below shall not be deemed "soliciting material" or to be "filed" with the SEC. This graph will not be deemed "incorporated by reference" into any filing under the Securities Act of 1933, as amended or the Securities Exchange Act of 1934, as amended, whether such filing occurs before or after the date hereof, except to the extent that we explicitly incorporate it by reference into in such filing.

The following graph provides a comparison of the cumulative total shareholder return on our common shares with that of the cumulative total shareholder return on the (i) Russell 2000 Index, (ii) the NASDAQ US Small Cap Index and (iii) the NASDAQ US Mid Cap Index, commencing on December 31, 2019 and ending December 31, 2024. The graph assumes a hypothetical $100 investment in our common stock and in each of the comparative indices on December 31, 2019. Our historic share price performance is not necessarily indicative of future share price performance.



* *Assumes hypothetical investment of $100 in our common stock and each of the indices on December 31, 2019, including reinvestment of dividends.*

Performance Graph Data

The following table sets forth the cumulative total shareholder return on the hypothetical $100 investment in our common stock and each of the comparative indices on December 31, 2019:

Date	Lantheus Holdings, Inc. ("LNTH")	Russell 2000 Index ("^RUT")	NASDAQ US Small Cap Index ("^NQUSS")	NASDAQ US Mid Cap Index ("^NQUSM")
12/31/19	$ 100.00	$ 100.00	$ 100.00	$ 100.00
12/31/20	$ 65.77	$ 118.36	$ 121.47	$ 114.72
12/31/21	$ 140.86	$ 134.57	$ 141.02	$ 135.48
12/31/22	$ 248.46	$ 105.56	$ 109.85	$ 110.45
12/31/23	$ 302.29	$ 121.49	$ 127.34	$ 128.72
12/31/24	$ 436.18	$ 133.66	$ 141.10	$ 147.55

Dividend Policy

We did not declare or pay any dividends in 2024, and we do not currently intend to pay dividends in the foreseeable future. We currently expect to retain future earnings, if any, for the foreseeable future, to finance the growth and development of our business and to repay indebtedness. Our ability to pay dividends is restricted by our financing arrangements. See Part II, Item 7. *"Management's Discussion and Analysis of Financial Condition and Results of Operations—Liquidity and Capital Resources—External Sources of Liquidity"* of this Form 10-K for further information.

Recent Sales of Unregistered Securities

None.

Issuer Purchases of Equity Securities

In November 2024, our Board authorized a program to repurchase up to $250 million of our common stock during the next twelve months (the "2024 Program"). Such repurchases may be made from time to time via open market purchases at prevailing market prices, in privately negotiated transactions, block trades, or pursuant to trades intending to comply with Rule 10b5-1 under the Securities Exchange Act of 1934, as amended or through other legally permissible means, depending on market conditions and in accordance with applicable rules and regulations. The actual timing, number and dollar amount of repurchase transactions will be determined by our management, in its discretion and will depend on a number of factors, including but not limited to, the market price of our common stock.

The 2015 Equity Incentive Plan, adopted by us on June 24, 2015, as amended on April 26, 2016 and as further amended on April 27, 2017, April 24, 2019, April 28, 2021, April 28, 2022, April 25, 2024 and October 22, 2024 (the "2015 Plan"), provides for the withholding of shares to satisfy minimum statutory tax withholding obligations. It does not specify a maximum number of shares that can be withheld for this purpose. The shares of common stock withheld to satisfy minimum tax withholding obligations may be deemed to be "issuer purchases" of shares that are required to be disclosed pursuant to this Item 5.

The following table presents information with respect to purchases of common stock we made during the three months ended December 31, 2024.

Period	Total Number of Shares Purchased[1]	Average Price Paid per Share[1]	Total Number of Shares Purchased as Part of Publicly Announced Programs[2]	Approximate Dollar Value of Shares that May Yet Be Purchased Under the Programs[3]
October 2024	4,214	$ 113.55	—	—
November 2024	909,932	$ 89.48	907,279	$168.8 million
December 2024	210,837	$ 89.92	208,729	$150.0 million
Total	1,124,983		1,116,008	$150.0 million

(1) Includes shares withheld to satisfy minimum statutory tax withholding amounts due from employees related to the receipt of stock which resulted from the exercise for vesting of equity awards.
(2) Include the repurchases of an aggregate total approximately 1.1 million shares of our common stock under the 2024 Program.
(3) Reflects the approximate dollar value of shares of our common stock that may be purchased under the 2024 Program, which expires in November 2025.

Securities Authorized for Issuance under Equity Compensations Plans

The information required with respect to this item is incorporated herein by reference to our Definitive Proxy Statement for our 2024 Annual Meeting of Stockholders to be filed with the SEC no later than 120 days after the close of our year ended December 31, 2024.

Item 6. [Reserved]

Item 7. Management's Discussion and Analysis of Financial Condition and Results of Operations

The following discussion and analysis of our financial condition and results of operations should be read together with the consolidated financial statements and the related notes included in Item 8 of this Annual Report on Form 10-K ("Form 10-K"). This discussion contains forward-looking statements related to future events and our future financial performance that are based on current expectations and subject to risks and uncertainties. Our actual results may differ materially from those anticipated in these forward-looking statements as a result of many factors, including those set forth in Part I, Item 1A. "Risk Factors" and "Cautionary Note Regarding Forward Looking Statements." included in this Form 10-K.

This section discusses 2024 and 2023 items and year-to-year comparisons between 2024 and 2023. Discussions of 2022 items and year-to-year comparisons between 2023 and 2022 have been excluded from this Form 10-K and can be found in "Part II, Item 7. Management's Discussion and Analysis of Financial Condition and Results of Operations" of our Form 10-K for the fiscal year ended December 31, 2023, filed with the SEC on February 22, 2024.

Overview

Our Business

We are the leading radiopharmaceutical-focused company, delivering life-changing science to enable clinicians to Find, Fight and Follow disease to deliver better patient outcomes. We classify our products in three categories: Radiopharmaceutical Oncology, Precision Diagnostics, and Strategic Partnerships and Other Revenue. Our leading Radiopharmaceutical Oncology products help healthcare professionals ("HCPs") Find, Fight and Follow cancer. Our leading Precision Diagnostic products assist HCPs to Find and Follow diseases, with a focus in cardiology. Our Strategic Partnerships include biomarkers and digital solutions in support of our partners' therapeutic development, out-licensing agreements for non-core assets and optimization of our assets geographically.

Our commercial products are used by cardiologists, internal medicine physicians, nuclear medicine physicians, oncologists, radiologists, sonographers, technologists, and urologists working in a variety of clinical settings. We believe that our diagnostic products provide information that enables HCPs to better detect and characterize, or rule out, disease, with the potential to achieve better patient outcomes, reduce patient risk and limit overall costs.

We produce and market our products throughout the United States (the "United States" or "U.S."), selling primarily to hospitals, independent diagnostic testing facilities, and radiopharmacies. We sell our products outside the U.S. through a combination of direct distribution in Canada and third party distribution relationships in Europe, Canada, Australia, Asia-Pacific, Central America and South America.

Our executive offices are located in Bedford, Massachusetts, with additional offices in North Billerica, Massachusetts; Montreal, Canada; and Lund, Sweden.

Recent Developments

During 2024, we executed on our strategy to evolve into a fully integrated radiopharmaceutical company, supported by our increasingly diversified portfolio and our targeted initiatives to expand our pipeline, commercial, development and manufacturing capabilities. Over the course of the year and into 2025, we announced multiple strategic transactions, which furthered our goal to focus on new high growth markets and expand and diversify our capabilities and development pipeline with complementary assets. A brief description of these transactions is summarized below.

Pending Acquisition of Life Molecular Imaging

On January 13, 2025, we announced that we entered into a definitive agreement to acquire Life Molecular Imaging Ltd. ("Life Molecular"). Life Molecular is based in Berlin, Germany and is dedicated to advancing novel PET radiopharmaceutical diagnostics. The definitive agreement provides for an upfront payment of $350.0 million and up to an additional $400.0 million in potential earn-out and milestone payments. The transaction is expected to close in the second half of 2025, subject to the satisfaction of customary regulatory and closing conditions.

Previously, on July 3, 2024,we acquired from Life Molecular the global rights to its clinical stage RM2, a gastrin-releasing peptide receptor ("GRPR")-targeting agent, including the associated novel, clinical-stage radiotherapeutic and radiodiagnostic pair, previously referred to as 177Lu-DOTA-RM2 and 68Ga-DOTA-RM2 (and which we now refer to as LNTH-2402 and LNTH-2401, respectively), for an upfront payment of $35.0 million plus a $1.0 million payment made prior to the acquisition, and potential regulatory milestone payments plus royalties (the "RM2 Asset Purchase"). GRPR is a member of the bombesin G protein-coupled receptor family, which has been found to be overexpressed in multiple cancers, including prostate, breast and lung. First-in-human dosimetry showed a favorable safety and dosimetry profile and confirmed preclinical data demonstrating dose-dependent efficacy of LNTH-2402. We intend to begin a Phase 1/2a study with LNTH-2402 in prostate cancer patients in 2025. We expect LNTH-2401 could be used as a companion diagnostic, and that together, LNTH-2401 and LNTH-2402 could potentially allow us to enter into new disease areas.

For more information on the acquisition of the global rights to RM2, see Note 21, *"Acquisition of Assets"* to our consolidated financial statements included in Part II, Item 8, *"Financial Statements and Supplementary Data"* of this Form 10-K.

Pending Acquisition of Evergreen Theragnostics

On January 27, 2025, we announced that we entered into an Agreement and Plan of Merger (the "Evergreen Merger Agreement") with Evergreen Theragnostics, Inc. ("Evergreen") and Shareholder Representative Services LLC, pursuant to which we will acquire Evergreen by means of a statutory merger of our subsidiary with and into Evergreen, with Evergreen surviving as our wholly-owned subsidiary (the "Evergreen Merger"). Evergreen is a clinical-stage radiopharmaceutical company engaged in contract development and manufacturing services, as well as drug discovery and commercialization of proprietary products.

Pursuant to the Evergreen Merger Agreement, we will pay an upfront amount of $250 million, payable in cash at closing and subject to customary adjustments as set forth in the Evergreen Merger Agreement, and milestone payments in an aggregate additional cash amount of up to $752.5 million upon the occurrence of certain Milestone Trigger Events (as set forth in the Evergreen Merger Agreement). We also agreed to provide up to $18 million in unsecured loans to Evergreen on the terms set forth in the Merger Agreement. The Evergreen Merger is expected to close in the second half of 2025, subject to the satisfaction of customary regulatory and closing conditions.

Acquisition of NAV-4694

On June 18, 2024, we acquired Meilleur Technologies Inc. ("Meilleur"), including its asset NAV-4694, a late-stage investigational F-18-positron emission tomography ("PET") imaging agent that targets beta amyloids in Alzheimer's disease. Under the terms of the agreement, we paid the stockholders of Meilleur ("Meilleur Stockholders") an upfront payment of $32.9 million and paid an additional $10.0 million in August 2024 after the successful completion of a technology transfer. We could pay additional milestone payments upon achievement of specified U.S. regulatory milestones related to NAV-4694. We could also pay double-digit milestone payments upon achievement of specified annual commercial sales and double-digit royalty payments for research revenue and commercial sales. Research revenue is derived from partnerships with pharmaceutical companies and academic institutions that use NAV-4694 in clinical trials. NAV-4694 is currently in Phase 3 development and is also being used in academic and industry sponsored clinical trials. We expect to submit an NDA for NAV-4694 in 2026.

For more information, see Note 21, *"Acquisition of Assets"* to our consolidated consolidated financial statements included in Part II, Item 8, *"Financial Statements and Supplementary Data"* of this Form 10-K.

Exclusive License for Radiopharm Theranostics Limited

On June 15, 2024, we entered into an agreement with Radiopharm to acquire global, exclusive rights to two licensed preclinical assets for an upfront payment of $2.0 million (the "Radiopharm Asset Purchase"). We acquired global, exclusive rights to both a monoclonal antibody that targets LRRC15, a preclinical therapeutic candidate targeting osteosarcoma, and a Trophoblast cell surface antigen 2 ("TROP2")-targeted nanobody, a preclinical stage therapy. In connection with this acquisition, we are assuming the underlying license agreements related to the two preclinical assets, together with their respective milestone and royalty payment obligations.

For more information, see Note 21, *"Acquisition of Assets"* to our consolidated consolidated financial statements included in Part II, Item 8, *"Financial Statements and Supplementary Data"* of this Form 10-K.

Strategic Agreements with Perspective Therapeutics, Inc.

On January 8, 2024, we entered into multiple strategic agreements with Perspective Therapeutics, Inc. ("Perspective"), a radiopharmaceutical company that is pursuing advanced treatment applications for cancers throughout the body. Under the agreements, we obtained an option to exclusively license Perspective's Pb212-VMT- α-NET, a clinical stage alpha therapy in development for the treatment of neuroendocrine tumors, and an option to co-develop certain early-stage therapeutic candidates targeting prostate cancer using Perspective's innovative platform technology for an aggregate upfront payment of $28.0 million in cash.

On January 22, 2024, we purchased 56,342,355 shares of Perspective's common stock ("Perspective Shares") at a purchase price of $0.37 per share in a private placement transaction, for approximately $20.8 million in cash. We were also granted certain pro rata participation rights to maintain our ownership position in Perspective in the event that Perspective makes any public or non-public offering of any equity or voting securities, subject to certain exceptions.

On March 1, 2024, we transferred the fixed assets and associated lease of our Somerset, New Jersey facility (the "Somerset Facility") to Perspective, and the parties entered into a transition services arrangement pursuant to which we provided certain services relating to final disposal of radioactive waste and certain other related services.

On March 6, 2024, we purchased 60,431,039 Perspective Shares at a price of $0.95 per share. The total consideration for this additional purchase was approximately $57.4 million, resulting in Lantheus Alpha holding approximately 19.90% of the outstanding Perspective Shares (or 17.35% on a fully diluted basis) as of March 6, 2024.

On June 14, 2024, Perspective effected a 1-for-10 reverse stock split, after which we held 11,677,339 Perspective Shares.

For more information, see Note 21, *"Acquisition of Assets"* to our consolidated consolidated financial statements included in Part II, Item 8, *"Financial Statements and Supplementary Data"* of this Form 10-K.

Chief Executive Officer Transition

On March 1, 2024, Brian Markison, our then Chair of our Board of Directors (the "Board"), became our Chief Executive Officer ("CEO"), and Mary Anne Heino, retired as our CEO and became the Chair of our Board. As part of this leadership transition, Mr. Markison assumed the role of Executive Chair of the Board as of January 23, 2024 until the effectiveness of his CEO appointment in March, and Board Member Julie McHugh became Lead Independent Director.

Other Strategic Changes

As part of our evolution into a fully integrated radiopharmaceutical company, during 2024, we reviewed our current capabilities and skillsets and began implementing organizational changes deemed necessary to best position us to execute on our long-term strategy. These changes included transitioning approximately 60 employees out of the Company. In connection with these changes, we approved equity modifications that allowed grants of stock options and restricted stock units ("RSUs") issued to those impacted by this event to continue to vest in 2024 and 2025 with any unvested stock option and RSU grants as of December 31, 2025 to be cancelled. Total stockholder return awards granted to these individuals will continue to vest on their original vesting schedule but any shares issued will be issued in a pro-rated amount based on the time served during the performance period.

MK-6240

On February 6, 2023, we acquired Cerveau, which holds the rights under a license agreement to develop and commercialize MK-6240, an investigational late-stage F-18-labeled PET imaging agent that targets tau tangles in Alzheimer's disease. Under the terms of the purchase agreement, we paid the stockholders of Cerveau ("Cerveau Stockholders") an upfront payment of $35.3 million in February 2023 and an additional $10.0 million in May 2023 upon the successful completion of a technology transfer. The Cerveau Stockholders are also eligible to receive additional development and commercial milestone payments. We will pay double-digit royalty payments for research revenue and commercial sales. Research revenue is derived from partnerships with pharmaceutical companies and academic institutions that use MK-6240 in clinical trials and includes milestone and dose-related payments.

In September 2023, MK-6240 was granted Fast Track designation by the FDA. In February 2024, we announced the inclusion of MK-6240 in the National Institute on Aging-sponsored study called CLARiTI that enables the consortium to use MK-6240 in its investigation of Alzheimer's disease and related dementias. The CLARiTI study will involve all 37 Alzheimer's Disease Research Centers in the United States and will recruit 2,000 subjects and collect their imaging and blood-based biomarker data to generate etiologic profiles for cases of mixed dementia.

In 2024, we held a pre-NDA meeting with the U.S. Food and Drug Administration ("FDA") and we expect to submit an NDA for MK-6240 in 2025, but we can provide no assurance that we will meet that expected timeline, that our NDA will be accepted by the FDA, that MK-6240 will be approved by the FDA or, if approved, that we will be successful in commercialization.

For more information, see Note 21, *"Acquisition of Assets"* to our consolidated consolidated financial statements included in Part II, Item 8, *"Financial Statements and Supplementary Data"* of this Form 10-K.

Sale of RELISTOR Licensed Intangible Asset Associated with Net Sales Royalties

On August 2, 2023, we sold the right to our RELISTOR net sales royalties, which is classified as a licensed intangible asset ("RELISTOR royalty asset"), under our license agreement with Bausch Health Companies, Inc. ("Bausch"); we retained the rights to future sales-based milestone payments. We received an initial payment of approximately $98.0 million in connection with the sale and we have the right to receive an additional payment from the buyer of $5.0 million if worldwide net sales of RELISTOR in 2025 exceed a specified threshold. The additional payment would be recognized upon achievement of the specified threshold. Decreases of $63.6 million of license assets and $17.5 million of associated accumulated amortization, as well as a gain of $51.8 million were recorded as a result of the sale. No sales-based milestone payment was earned in 2024. In 2023, we earned a $15.0 million sales-based milestone payment as the net sales threshold (as defined in the license agreement with Bausch) was met.

For more information, see Note 10, *"Intangibles, Net and Goodwill"* to our consolidated financial statements included in Part II, Item 8, *"Financial Statements and Supplementary Data"* of this Form 10-K.

Discontinuation of AZEDRA

On August 15, 2023, we announced that we would discontinue the production and promotion of AZEDRA and wind down our Somerset Facility. We continued manufacturing AZEDRA during the first quarter of 2024, to provide doses of AZEDRA to then-current patients so they could complete their treatment regimen. No AZEDRA was manufactured after March 1, 2024, when we transferred the assets and associated sublease of our Somerset Facility to Perspective.

For more information, see Note 10, *"Intangibles, Net and Goodwill"* to our consolidated financial statements included in Part II, Item 8, *"Financial Statements and Supplementary Data"* of this Form 10-K.

Amendment of Credit Facility

In December 2024, we amended our five-year revolving credit facility (as amended, the "2022 Revolving Facility"). The amendment, among other things, extended the maturity date from December 2, 2027 to December 19, 2029, increased the 2022 Revolving Facility from $350.0 million to $750.0 million and increased the additional amount that we may request to add to the increased revolving commitment by $350.0 million. The amendment also, among other things, (i) reduces the ranges of margins based on our Total Net Leverage Ratio (as defined in the 2022 Revolving Facility) used to calculate interest for the revolving loans and (ii) reduces the maximum unused commitment fee from 0.35% per annum to 0.30% per annum.

Key Factors Affecting Our Results

Our financial performance incorporates the results of our acquisition of Cerveau on February 6, 2023 and Meilleur on June 18, 2024. Our business and financial performance have been, and continue to be, affected by the following:

Continued Growth of PYLARIFY

PYLARIFY, an F-18-labeled PET imaging agent targeting prostate-specific membrane antigen ("PSMA"), was approved by the FDA in May 2021 and commercially launched in the U.S. in June 2021. PYLARIFY is indicated for PET imaging of PSMA-positive lesions in patients with prostate cancer with suspected metastasis who are candidates for initial definitive therapy and in patients with suspected recurrence based on elevated prostate-specific antigen levels. PYLARIFY is available through a diverse, multi-partner network of PET manufacturing facilities ("PMFs"), including both commercial and academic partners.

The successful growth of PYLARIFY is dependent on our ability to maintain PYLARIFY as the most utilized PSMA PET imaging agent in an increasingly competitive space. PYLARIFY's competition includes two commercially available gallium-68-based PSMA imaging agents, an approved F-18-based PSMA imaging agent, and other non-PSMA-based imaging agents commonly referred to as conventional imaging. The potential for future generic entrants to the market due to the expiry of PYLARIFY's new chemical entity exclusivity period in 2026 could also generate increased competition for PYLARIFY. We will continue to make investments necessary to drive PYLARIFY awareness and adoption. We believe that PYLARIFY currently has the largest dedicated field-based commercial team in the PSMA PET imaging agent space. Continued growth and revenue contribution from PYLARIFY will also depend on our ability to differentiate PYLARIFY in light of the loss of transitional pass-through payment status ("TPT Status") and changes to Medicare fee-for-service ("FFS") hospital outpatient payment, including through flexible and dependable access to PYLARIFY nationally, a best-in-class customer experience and through long-term strategic partnerships.

Our Healthcare Procedure Coding System code, which enables streamlined billing, went into effect as of January 1, 2022. In addition, from January 1, 2022 to December 31, 2024, PYLARIFY had TPT Status from the Centers for Medicare and Medicaid Services ("CMS") in the hospital outpatient setting, enabling traditional Medicare FFS to provide separate payment for PYLARIFY in addition to the payment for the PET/computed tomography ("CT") procedure in that setting.

In November 2024, CMS released the final rule for its calendar year 2025 Medicare Hospital Outpatient Prospective Payment System (the "CMS 2025 OPPS Rule"), which recognizes the value and need for broad access to diagnostic radiopharmaceuticals. The rule provides separate payment for those diagnostic radiopharmaceuticals with per day costs greater than $630 based on mean unit cost ("MUC") for the approximately 20% of patients with traditional Medicare FFS insurance coverage who are treated in the hospital outpatient setting. Effective January 1, 2025, CMS is maintaining separate payment for PYLARIFY based on MUC, which is lower than the ASP-based payments that were made during TPT Status.

Our plan to successfully grow PYLARIFY includes conveying its commercial and clinical value, expanding its use in appropriate new patient populations, and through strategic partnerships and collaborations, including outside of the U.S. Internationally, we previously licensed exclusive rights to Curium to develop and commercialize piflufolastat F-18 in Europe, where it is being commercialized in the EU under the brand name PYLCLARI. We have entered into strategic collaborations with pharmaceutical companies for the use of PYLARIFY in connection with their development of PSMA-targeted therapeutics. Additional information on these collaborations are described further under Part I, Item 1. *"Business - Strategic Partnerships and Other Revenue – Oncology"* of this Form 10-K.

In connection with the acquisition of Progenics in June 2020, we issued contingent value rights (”CVRs”) tied to the financial performance of PYLARIFY. We paid $99.6 million to the CVR holders during May 2023 in full satisfaction of our obligations under the CVRs.

Continued Growth of DEFINITY

We believe we will be able to increase use of DEFINITY through continued education of physicians and healthcare providers about the benefits of ultrasound enhancing agents in suboptimal echocardiograms. The U.S. market currently has three echocardiography ultrasound enhancing agents approved by the FDA; we estimate that DEFINITY will continue to hold at least an 80% share of the U.S. segment for ultrasound enhancing agents in echocardiography procedures.

As we continue to grow our microbubble platform, our activities include:

- *Expansion of Label* – In March 2024, we received FDA approval for our supplemental new drug application for the use of DEFINITY in pediatric patients with suboptimal echocardiograms. The FDA decision was based on usage data from three pediatric clinical trials conducted with DEFINITY.
- *Patents* - We continue to actively pursue additional patents in connection with DEFINITY, both in the U.S. and internationally. In the U.S. for DEFINITY, we have Orange Book-listed method-of-use patents, as well as additional manufacturing patents that are not Orange Book-listed.

Expansion of Strategic Partnerships and Other Revenue

We continue to seek ways to further increase the overall value of our portfolio of products and product candidates. We are evaluating a number of different opportunities to collaborate, in-license or acquire additional products, product candidates, businesses and technologies to drive our future growth. In particular, with respect to our Strategic Partnerships and Other Revenue category, we are focused on radiopharmaceutical diagnostic and therapeutic product opportunities in oncology, neurology, and other strategic areas that will complement our existing portfolio.

Our Strategic Partnerships and Other Revenue category includes our Strategic Partnerships, Digital Solutions, and Biomarker Solutions businesses and is focused on enabling precision medicine with biomarkers and digital solutions.

- *Strategic Partnerships* – We seek to monetize our assets through our Strategic Partnerships business, which includes biomarkers and digital solutions in support of our partners’ therapeutic development, out-licensing agreements for non-core assets and optimization of our assets geographically. For example, we licensed the commercialization rights for piflufolastat F-18 in Europe to Curium, where it is now commercialized under the brand name PYLCLARI, and for flurpiridaz, which received FDA approval in 2024 under the brand name Flyrcado, to GE Healthcare Limited (“GE Healthcare”).
- *Digital Solutions* – Our Digital Solutions are designed to enhance imaging value and the throughput, reproducibility and reliability of image analysis, as well as to inform treatment selection and response to therapy. We offer our Digital Solutions to HCPs for clinical use and to pharmaceutical companies for development purposes, and in some cases, we also obtain clinical imaging data that we may use to further develop artificial intelligence solutions. Our Digital Solutions include artificial intelligence medical device software, such as aPROMISE and Automated Bone Scan Index (“aBSI”), both of which are FDA cleared and received a European Conformity Marking (“CE mark”).
- *Biomarker Solutions* – We use our Biomarker Solutions business to offer our Biomarker and Microbubble Platforms to pharmaceutical companies to support their research and development of therapeutic drugs and devices. The strategic goal of our Biomarker Solutions business is to gain early access to innovation, de-risk the development, generate data, embed our technologies in the clinical ecosystem and establish the clinical utility of product candidates and research tools in our pipeline. Our biomarkers are intended to support patient selection and the monitoring of disease progression. For example, piflufolastat F-18 is currently being used by Curium Pharma and Regeneron Pharmaceuticals in their respective prostate cancer therapeutic drug development programs, and was also used in the development of PNT2002. MK-6240 is a widely utilized tau PET tracer in Alzheimer’s disease studies with over 100 ongoing academic and industry sponsored clinical trials, many for late-stage therapeutic candidates. NAV-4694 is also being used in academic and industry sponsored clinical trials.

Inventory Supply & Third Party Suppliers

We obtain a substantial portion of our imaging agents from third-party suppliers. Jubilant HollisterStier (“JHS”) is currently a significant supplier of DEFINITY and our sole source manufacturer of NEUROLITE, CARDIOLITE and evacuation vials, the latter being an ancillary component for our TechneLite generators. Our manufacturing and supply agreement with JHS (the “JHS MSA”) runs through December 31, 2027 and can be further extended by mutual agreement of the parties. The JHS MSA requires us to

purchase from JHS specified percentages of our total requirements for DEFINITY, as well as specified quantities of NEUROLITE, CARDIOLITE and evacuation vial products, each year during the contract term. Either party can terminate the JHS MSA upon the occurrence of certain events, including the material breach or bankruptcy of the other party.

In 2021, we completed the construction of a specialized in-house manufacturing facility at our North Billerica campus to produce DEFINITY. On February 22, 2022, we received FDA approval of our supplemental new drug application authorizing commercial manufacturing of DEFINITY at our new facility. We believe this investment provides supply chain redundancy, improved flexibility and reduced costs in a potentially more price competitive environment.

Radiopharmaceuticals are decaying radioisotopes with half-lives ranging from a few hours to several days. Radiopharmaceutical finished goods, such as doses of PYLARIFY, cannot be kept in inventory because of their limited shelf lives and are subject to just-in-time manufacturing, processing, and distribution, which takes place at multiple PMF manufacturing partner sites that produce and deliver doses for us across the U.S. Our TechneLite generators and Xenon-133 are manufactured at our facilities in North Billerica, Massachusetts.

Research and Development Expenses

To ensure we remain the leading radiopharmaceutical-focused company, we have historically made and will continue to make substantial investments in new product development and lifecycle management for existing products, including:

- For PYLARIFY, we are conducting a clinical trial to determine whether PYLARIFY can detect the presence or absence of additional prostate cancer lesions in patients with favorable intermediate-risk prostate cancer, as well as how it may change the patient's intended management. We also continue to support investigator sponsored research with the potential to expand the clinical utility of PYLARIFY.
- For PNT2002 and PNT2003, we were granted a license to exclusive worldwide rights (excluding certain countries) for $260.0 million in upfront payments during the fourth quarter of 2022 and will potentially make additional payments as described below. We also filed an ANDA for PNT2003 as described further in the section entitled *"Exclusive License for PNT2002 and PNT2003"* in Part I, Item 1. *"Business - Other Notable Transactions"* of this Form 10-K.
- For MK-6240, we acquired the right to the investigational asset for an upfront payment of $35.3 million in February 2023 and an additional $10.0 million in May 2023 upon the successful completion of a technology transfer and will potentially make additional milestone and royalty payments. In 2024, we held a pre-NDA meeting with the FDA and are expecting to submit an NDA for MK-6240 in 2025.
- For NAV-4694, we acquired the rights to the investigational asset for an upfront payment of $32.9 million in June 2024 and an additional $10.0 million in August 2024 upon the successful completion of a technology transfer and will potentially make additional milestone and royalty payments.
- For LNTH-1363S, in collaboration with Ratio Therapeutics LLC (previously Noria Therapeutics, Inc.), we completed a Phase 1 study to evaluate the pharmacokinetics, biodistribution, and radiation dosimetry in adult healthy volunteers. We initiated a Phase 1/2a study in patients in 2024.
- For RM2, we acquired global rights for an upfront payment of $35.0 million plus a $1.0 million payment made prior to the acquisition, and will potentially make additional milestone and royalty payments. We plan to initiate a Phase 1/2a study in prostate cancer patients in 2025.
- For LRRC15 and TROP2, we acquired the rights to the preclinical assets and the underlying license agreements for $2.0 million and will potentially make additional milestone and royalty payments.

For more information on potential milestone and royalty payments related to the product candidates listed above, see Note 21, *"Acquisition of Assets"* to our consolidated consolidated financial statements included in Part II, Item 8, *"Financial Statements and Supplementary Data"* of this Form 10-K.

PNT2002

Under the terms of the PNT2002 License Agreement, we paid POINT Biopharma Global Inc. ("POINT") an upfront cash payment of $250.0 million, and could pay up to an additional $281.0 million in milestone payments upon the achievement of specified U.S. and ex-U.S. regulatory milestones. POINT is also eligible to receive up to $1.3 billion in sales milestone payments upon the achievement of specified annual sales thresholds of PNT2002. In addition, after Lantheus Two achieves $500.0 million in cumulative gross profit, POINT is eligible to receive royalty payments of 20% of net sales of PNT2002. Prior to achieving that financial recoupment threshold, POINT is eligible to receive royalty payments of 20% on that portion of annual net sales of PNT2002 that generate annual gross profit in excess of specified levels.

PNT2003

Under the terms of the PNT2003 License Agreement, we paid POINT an upfront payment of $10.0 million, and could pay up to an additional $34.5 million in milestone payments upon the achievement of specified U.S. and ex-U.S. regulatory milestones. POINT is also eligible to receive up to $275.0 million in sales milestone payments upon the achievement of specified annual sales thresholds of PNT2003. In addition, POINT is eligible to receive royalty payments of 15% of net sales of PNT2003.

Our investments in these additional clinical activities and lifecycle management opportunities will increase our operating expenses and impact our results of operations and cash flow, and we can give no assurances as to whether any of these clinical development candidates or lifecycle management opportunities will be successful.

Strategic Partnerships and Other Revenue

Oncology

As we continue to pursue expanding our strategic partnerships, our Biomarker Solutions activities in oncology are designed to enable precision medicine using biomarkers and digital solutions that augment diagnostic productivity. For example, in prostate cancer, we collaborate with pharmaceutical companies by supplying them with piflufolastat F-18 for use in their therapeutic drug development programs. In addition, with respect to our microbubble platform, we collaborate with strategic partners to provide microbubbles to be used in combination with those partners' devices currently under development.

flurpiridaz

In September 2024, GE Healthcare announced that it had received FDA approval of Flyrcado (flurpiridaz F-18) for coronary artery disease diagnosis.

Under a Collaboration and License Agreement, GE Healthcare has led the funding and development of flurpiridaz F-18, and has the global commercialization rights for it. We have the right to receive:

- up to $60 million in regulatory and sales milestone payments,
- tiered double-digit royalties on U.S. sales., and
- mid-single digit royalties on sales outside of the U.S.

Generally, our costs in connection with the strategic partnerships relate to intellectual property, the supply of drug and other ancillary expenses and the benefits can include possible supply, milestone and royalty payments, additional intellectual property rights and strategic relationships. For flurpiridaz F-18, under the Collaboration and License Agreement, we retained ownership of all of the licensed intellectual property and bear the cost of patent prosecution and maintenance.

Results of Operations

The following is a summary of our consolidated results of operations:

	Year Ended December 31,			2024 vs. 2023		2023 vs. 2022	
(in thousands)	**2024**	**2023**	**2022**	**Change $**	**Change %**	**Change $**	**Change %**
Revenues	$ 1,533,910	$ 1,296,429	$ 935,061	$ 237,481	18.3 %	$ 361,368	38.6 %
Cost of goods sold	545,619	586,886	353,358	(41,267)	(7.0)%	233,528	66.1 %
Gross profit	988,291	709,543	581,703	278,748	39.3 %	127,840	22.0 %
Operating expenses							
Sales and marketing	177,940	141,736	100,243	36,204	25.5 %	41,493	41.4 %
General and administrative	193,689	125,458	133,584	68,231	54.4 %	(8,126)	(6.1)%
Research and development	168,098	77,707	311,681	90,391	116.3 %	(233,974)	(75.1)%
Total operating expenses	539,727	344,901	545,508	194,826	56.5 %	(200,607)	(36.8)%
Gain on sale of assets	8,415	—	—	8,415	100.0 %	—	— %
Operating income	456,979	364,642	36,195	92,337	25.3 %	328,447	907.4 %
Interest expense	19,669	20,019	7,185	(350)	(1.7)%	12,834	178.6 %
Investment in equity securities - net unrealized loss	43,564	—	—	43,564	100.0 %	—	— %
Loss on extinguishment of debt	—	—	588	—	N/A	(588)	(100.0)%
Other (income) loss, net	(37,231)	(66,320)	1,703	29,089	(43.9)%	(68,023)	(3,994.3)%
Income before income taxes	430,977	410,943	26,719	20,034	4.9 %	384,224	1,438.0 %
Income tax expense (benefit)	118,535	84,282	(1,348)	34,253	40.6 %	85,630	(6,352.4)%
Net income	$ 312,442	$ 326,661	$ 28,067	$ (14,219)	(4.4)%	$ 298,594	1,063.9 %

Comparison of the Periods Ended December 31, 2024 and 2023

Revenues

We classify our revenues into three product categories: Radiopharmaceutical Oncology, Precision Diagnostics, and Strategic Partnerships and Other Revenue. Radiopharmaceutical Oncology consists of PYLARIFY and AZEDRA. In 2024, we discontinued the production of AZEDRA. Precision Diagnostics includes DEFINITY, TechneLite and other diagnostic imaging products. Strategic Partnerships and Other Revenue primarily includes biomarkers and digital solutions in support of our partners' therapeutic development, out-licensing agreements for non-core assets and optimization of our assets geographically, and includes revenue derived from the research use of MK-6420 and NAV-4694.

Revenues are summarized by product category on a net basis as follows:

	Year Ended December 31,			2024 vs. 2023	
(in thousands)	**2024**	**2023**	**2022**	**Change $**	**Change %**
PYLARIFY	$ 1,057,834	$ 851,303	$ 527,405	$ 206,531	24.3 %
Other radiopharmaceutical oncology	384	3,130	4,102	(2,746)	(87.7)%
Total radiopharmaceutical oncology	1,058,218	854,433	531,507	203,785	23.9 %
DEFINITY	317,792	279,768	244,993	38,024	13.6 %
TechneLite	95,487	87,370	88,864	8,117	9.3 %
Other precision diagnostics	24,231	22,980	22,825	1,251	5.4 %
Total precision diagnostics	437,510	390,118	356,682	47,392	12.1 %
Strategic Partnerships and other revenue	38,182	51,878	46,872	(13,696)	(26.4)%
Total revenues	$ 1,533,910	$ 1,296,429	$ 935,061	$ 237,481	18.3 %

The increase in revenues for the year ended December 31, 2024, as compared to 2023, is primarily due to increased PYLARIFY and DEFINITY sales volume, as well as revenue generated from sales for investigational use of NAV-4694 and MK-6240. The increase is offset, in part, by a decrease in net sales royalties in 2024 primarily due to the sale of the rights to our RELISTOR royalty revenue asset in 2023. Net sales royalties related to RELISTOR were recorded in Strategic Partnerships and Other Revenue prior to the sale.

Rebates and Allowances

Estimates for rebates and allowances represent our estimated obligations under contractual arrangements with third parties. Rebate accruals and allowances are recorded in the same period the related revenue is recognized, resulting in a reduction to revenue and the establishment of a liability which is included in accrued expenses and other liabilities in our consolidated balance sheets. These rebates and allowances result from performance-based offers that are primarily based on attaining contractually specified sales volumes and growth, Medicaid rebate programs for our products, administrative fees of group purchasing organizations and certain distributor related commissions. The calculation of the accrual for these rebates and allowances is based on an estimate of the third-party's expected purchases and the resulting applicable contractual rebate to be earned over a contractual period.

An analysis of the amount of, and change in, reserves for rebates and allowances is summarized as follows:

(in thousands)	**Rebates and Allowances**
Balance, January 1, 2023	$ 13,399
Provision related to current period revenues	32,308
Adjustments relating to prior period revenues	(453)
Payments or credits made during the period	(29,184)
Balance, December 31, 2023	16,070
Provision related to current period revenues	63,504
Payments or credits made during the period	(54,326)
Balance, December 31, 2024	$ 25,248

Gross Profit

The increase in gross profit for the year ended December 31, 2024, as compared to the prior year period, is primarily due to an increase in PYLARIFY and DEFINITY sales volume in 2024 and the impairment of the AZEDRA intangible asset recorded in 2023. This is partially offset by a decrease in RELISTOR net royalty sales due to the sale of the rights to the royalties in 2023.

Sales and Marketing

Sales and marketing expenses consist primarily of salaries and other related costs for personnel in field sales, marketing, and customer service functions. Other costs in sales and marketing expenses include the development and utilization of advertising and promotional material, professional services, market research, and sales meetings.

Sales and marketing expenses increased $36.2 million for the year ended December 31, 2024, as compared to the prior year period. This was primarily driven by our investment in sales and marketing efforts in support of an expansion of our PYLARIFY sales force and supporting functions intended to support and expand adoption of PYLARIFY and pre-commercialization activities for certain product candidates.

General and Administrative

General and administrative expenses consist of salaries and other related costs for personnel in executive, finance, legal, information technology, and human resource functions. Other costs included in general and administrative expenses are professional fees for information technology services, external legal fees, consulting and accounting services, as well as bad debt expense, certain facility and insurance costs, including director and officer liability insurance.

General and administrative expenses increased $68.2 million for the year ended December 31, 2024 compared to the prior year period. This was primarily driven by an increase in investment in technology, primarily related to our implementation of a new enterprise resource planning system in 2024, higher stock compensation, increased employee-related costs, and higher professional fees primarily related to business development activity.

Research and Development

Research and development expenses relate primarily to the development of product candidates and costs related to our medical affairs, medical information and regulatory functions.

Research and development expenses increased $90.4 million for the year ended December 31, 2024 as compared to the prior year period. This was primarily driven by in-process research and development (“IPR&D”) expense of $36.0 million related to the RM2 Asset Purchase, $2.0 million related to the Radiopharm Asset Purchase, and an upfront option payment of $28.0 million to Perspective. In addition, there was an increase in employee-related costs resulting from an increase in headcount and increased project costs, including MK-6240 research and development expenses. This increase was offset, in part, by a non-cash impairment charge in the prior year associated with an IPR&D asset of $15.6 million and lower clinical expenses related to our Phase 2 study we conducted for 1095, our PSMA-targeted iodine 131-labelled small molecule product candidate.

Gain on Sale of Assets

Gain on sale of assets includes a $6.3 million gain resulting from the sale of the Somerset Facility to Perspective in March 2024. In addition, we recorded a $2.1 million gain on sale of assets in December 2024 related to the sale of a portion of our North Billerica campus.

Investment in Equity Securities - Net Unrealized Loss

Investments in equity securities - net unrealized loss increased $43.6 million in 2024. Each quarter our investments in equity securities of Radiopharm Theranostics Limited (“Radiopharm”) and Perspective, which were purchased in 2024, are revalued to market price. For the year ended December 31, 2024, we recorded unrealized losses on the investments in Radiopharm and Perspective of $2.6 million and $41.0 million, respectively.

Other Income, Net

Other income, net decreased by $29.1 million for the year ended December 31, 2024 as compared to the prior year period primarily due to the gain on sale of the RELISTOR licensed intangible asset associated with net sales royalties of $51.8 million recorded in 2023, for which there is no comparable amount in 2024. This is partially offset by a $17.2 million increase in interest income in 2024, as compared to 2023, due to higher average cash balances in 2024.

Income Tax Expense

Our effective tax rate for each reporting period is presented as follows:

	Year Ended December 31,	
	2024	2023
Effective tax rate	27.5%	20.5%

Our effective tax rate in fiscal 2024 differs from the U.S. statutory rate of 21% primarily due to state income taxes and the valuation allowance established on the current year net unrealized loss on our investment in equity securities.

The increase in the effective tax rate in 2024 is primarily due to the valuation allowance established on the current year unrealized loss on our investment in equity securities, and a benefit recorded in 2023 related to our RELISTOR royalty asset, which resulted in additional net operating losses becoming available for utilization under Internal Revenue Code Section 382. There was no such comparable amount recorded in 2024.

In accordance with our accounting policy, the change in the tax liabilities, penalties and interest associated with our uncertain tax positions (net of any offsetting federal or state benefit) is recognized within income tax expense (benefit). Our uncertain tax positions include indemnified liabilities, in accordance with the Stock and Asset Purchase Agreement entered into with Bristol Myers Squibb ("BMS") in 2008. Changes in the liability result in offsetting changes in the indemnification receivable. As these reserves change, adjustments are included in income tax expense while the offsetting adjustment is included in other income. Assuming that the receivable from BMS continues to be considered recoverable by us, there will be no effect on net income and no net cash outflows related to these liabilities. During 2023, the Company released a significant portion of its indemnified liability due to the settlement of these positions in certain states at a cost significantly less than our accrual resulting in $5.2 million (net of federal or state benefit) income tax benefit. For more information see Note 5, *"Income Taxes"* to our consolidated consolidated financial statements included in Part II, Item 8, *"Financial Statements and Supplementary Data"* of this Form 10-K.

Our effective tax rate in fiscal 2023 differed from the U.S. statutory rate of 21% primarily due to the income tax benefits associated with stock compensation deductions, additional net operating losses available for utilization under Internal Revenue Code Section 382 as a result of the sale of our RELISTOR royalty asset, and the release of uncertain tax positions, partially offset by state income taxes.

Liquidity and Capital Resources

Cash Flows

The following table provides information regarding our cash flows:

	Year Ended December 31,		
(in thousands)	**2024**	**2023**	**2022**
Net cash provided by operating activities	$ 544,750	$ 305,260	$ 281,781
Net cash (used in) provided by investing activities	$ (226,015)	$ 5,939	$ (276,547)
Net cash (used in) provided by financing activities	$ (118,536)	$ (13,062)	$ 311,691

For a discussion of our liquidity and capital resources related to our cash flow activities for the fiscal year ended December 31, 2022, see Part II, Item 7. *"Management's Discussion and Analysis of Financial Condition and Results of Operations"* of our Form 10-K for the fiscal year ended December 31, 2023, filed with the SEC on February 22, 2024.

Net Cash Provided by Operating Activities

Net cash provided by operating activities of $544.8 million during the year ended December 31, 2024 was primarily comprised of net income adjusted for the net effect of non-cash items such as unrealized loss on investment in equity securities, charges incurred in connection with the Perspective IPR&D exclusive license options, charges related to Radiopharm's licensed assets, charges related to Life Molecular's RM2 license, gains on disposal of our Somerset Facility and a portion of our North Billerica, Massachusetts facility, depreciation, amortization and accretion expense and stock-based compensation expense. The primary working capital sources of cash is attributable to an increase in income taxes payable in 2024. The primary working capital uses of cash were due to the timing of payments to large vendors, an increase in trade receivables associated primarily with the increase in PYLARIFY revenues, and an increase in inventory related to the timing of batch processes.

Net cash provided by operating activities of $305.3 million during the year ended December 31, 2023 was primarily comprised of net income adjusted for non-cash items such as impairment of long-lived assets, depreciation, amortization and accretion expense,

gain on sale of our RELISTOR royalty asset, deferred income taxes, and stock-based compensation expense. The primary working capital sources of cash were the timing of payments to large vendors. The primary working capital uses of cash were a decrease to accruals related to the CVR payment, an increase in trade receivables associated primarily with the increase in PYLARIFY revenues, and an increase in inventory related to the timing of batch processes.

Net Cash (Used in) Provided by Investing Activities

Net cash used in investing activities during the year ended December 31, 2024 was driven by an upfront option payment of $28.0 million to Perspective, $36.0 million of payments for the RM2 Asset Purchase, $42.9 million payments to the Meilleur Stockholders for the acquisition of Meilleur, $2.0 million for the Radiopharm Asset Purchase, $83.2 million for the purchase of equity securities in Perspective and Radiopharm, and $51.6 million of capital expenditures, partially offset by net cash proceeds of $17.8 million from the sale of the Somerset Facility and a portion of our North Billerica, Massachusetts facility, and associated assets.

Net cash provided by investing activities during the year ended December 31, 2023 was primarily due to net cash proceeds of $97.8 million from the sale of our RELISTOR royalty asset offset by $45.3 million for our asset acquisition of Cerveau and $46.6 million of capital expenditures.

Net Cash (Used in) Provided by Financing Activities

Net cash used in financing activities during the year ended December 31, 2024 is primarily attributable to the repurchase of our common stock for approximately $100.0 million, the payments for minimum statutory tax withholding related to net share settlement of equity awards of $22.6 million and the payment of $2.3 million of financing costs related to the refinancing of our credit facility described below, offset by proceeds of $6.7 million from stock option exercises.

Net cash used in financing activities during the year ended December 31, 2023 was primarily attributable to the payments for minimum statutory tax withholding related to net share settlement of equity awards of $14.4 million and the CVR initial valuation as of the acquisition date of $3.7 million, offset by proceeds of $3.8 million from stock option exercises.

External Sources of Liquidity

In December 2024, we entered into an amendment to the 2022 Revolving Facility that, among other things, extended the maturity date from December 2, 2027 to December 19, 2029, increased the 2022 Revolving Facility from $350.0 million to $750.0 million and increased the additional amount that LMI may request to add to the increased revolving commitment by $350.0 million. The amendment also, among other things, (i) reduces the ranges of margins based on our Total Net Leverage Ratio (as defined in the 2022 Revolving Facility) used to calculate interest for the revolving loans and (ii) reduces the maximum unused commitment fee from 0.35% per annum to 0.30% per annum. The full terms of the 2022 Revolving Facility are set forth in the Credit Agreement, dated as of December 2, 2022, by and among us, the lenders from time to time party thereto and Citizens Bank, N.A., as administrative agent and collateral agent, as amended. We have the right to request an increase to the 2022 Revolving Facility or request the establishment of one or more new incremental term loan facilities, in an aggregate principal amount of up to the greater of $685.0 million (so that the total amount available is $1.44 billion) or 100% of consolidated earnings before interest, taxes, depreciation and amortization for the four consecutive fiscal quarters most recently ended, plus additional amounts, in certain circumstances.

Under the terms of the 2022 Revolving Facility, the lenders thereunder agreed to extend credit to us from time to time until December 19, 2029 consisting of revolving loans in an aggregate principal amount not to exceed $750.0 million at any time. The 2022 Revolving Facility includes a $40.0 million sub-facility for the issuance of letters of credit (the "Letters of Credit"). The 2022 Revolving Facility includes a $20.0 million sub-facility for swingline loans (the "Swingline Loans"). The Letters of Credit, Swingline Loans and the borrowings under the 2022 Revolving Facility are expected to be used for working capital and other general corporate purposes.

For more information on the 2022 Revolving Facility, see Note 12, *"Long-Term Debt, Net, and Other Borrowings"* to our consolidated consolidated financial statements included in Part II, Item 8, *"Financial Statements and Supplementary Data"* of this Form 10-K.

As of December 31, 2024, we were in compliance with all financial and other covenants under the 2022 Credit Agreement.

On December 8, 2022, we issued $575.0 million in aggregate principal amount of 2.625% Convertible Senior Notes due 2027 (the "Notes"), which includes $75.0 million in aggregate principal amount of Notes sold pursuant to the full exercise of the initial purchasers' option to purchase additional Notes. The Notes were issued under an indenture, dated as of December 8, 2022 (the "Indenture"), among the Company, LMI, as Guarantor, and U.S. Bank Trust Company, National Association ("U.S. Bank"), as Trustee. The net proceeds from the issuance of the Notes were approximately $557.8 million, after deducting the initial purchasers' discounts and offering expenses payable by us.

On August 2, 2023, we sold the right to our RELISTOR royalty asset under our license agreement with Bausch; we retained the rights to future sales-based milestone payments. We received an initial payment of approximately $98.0 million in connection with the sale and have the right to receive an additional $5.0 million payment if worldwide net sales of RELISTOR in 2025 exceed a specified threshold. The additional payment would be recognized upon achievement of the specified threshold. Following such sale, we no longer receive tiered, sales-based royalties on worldwide net sales of RELISTOR related to the second quarter of 2023 and subsequent quarters.

In November 2024, our Board authorized a program to repurchase up to $250 million of our common stock during the next twelve months (the "2024 Program"). Such repurchases may be made from time to time via open market purchases at prevailing market prices, in privately negotiated transactions, block trades, or pursuant to trades intending to comply with Rule 10b5-1 under the Securities Exchange Act of 1934, as amended or through other legally permissible means, depending on market conditions and in accordance with applicable rules and regulations. The actual timing, number and dollar amount of repurchase transactions will be determined by our management, in its discretion and will depend on a number of factors, including but not limited to, the market price of our common stock. As of December 31, 2024, cumulative shares purchased under the 2024 Program were approximately 1.1 million shares for approximately $100.0 million.

Our ability to fund our future capital needs will be affected by our ability to continue to generate cash from operations and may be affected by our ability to access the capital markets, money markets or other sources of funding, as well as the capacity and terms of our financing arrangements.

We may from time to time repurchase or otherwise retire our debt and take other steps to reduce our debt or otherwise improve our balance sheet. These actions may include prepayments of our term loans or other retirements or refinancing of outstanding debt, privately negotiated transactions or otherwise. The amount of debt that may be retired, if any, could be material and would be decided at the sole discretion of our Board and will depend on market conditions, our cash position and other considerations.

Funding Requirements

Our future capital requirements will depend on many factors, including:

- The level of product sales and the pricing environment of our currently marketed products, particularly PYLARIFY and DEFINITY, as well as any additional products that we may market in the future;
- Revenue mix shifts and associated volume and selling price changes that could result from additional competition or changes in customers' product demand;
- The continued costs of the ongoing commercialization of our products;
- Our investment in the further clinical development and commercialization of products and development candidates, as well as whether we exercise our option and co-development rights under the Perspective agreements;
- The costs of acquiring or in-licensing, developing, obtaining regulatory approval for, and commercializing, new products, businesses or technologies, including any potential related milestone or royalty payments, together with the costs of pursuing opportunities that are not eventually consummated;
- The costs of investing in our facilities, equipment, and technology infrastructure;
- The costs and timing of establishing or amending manufacturing and supply arrangements for commercial supplies of our products and raw materials and components;
- Our ability to have products manufactured and released from manufacturing sites in a timely manner in the future, or to manufacture products at our in-house manufacturing facilities in amounts sufficient to meet our supply needs;
- The costs of further commercialization of our existing products, particularly in international markets, including product marketing, sales and distribution and whether we obtain local partners to help share such commercialization costs;
- The legal costs relating to maintaining, expanding and enforcing our intellectual property portfolio, pursuing insurance or other claims and defending against product liability, regulatory compliance, intellectual property or other claims, including the patent infringement claim related to the filing of our ANDA for PNT2003;
- The cost of interest on any additional borrowings which we may incur under our financing arrangements; and
- The impact of sustained inflation on our costs of goods sold and operating expenses.

Disruption in our financial performance could occur if we experience significant adverse changes in product or customer mix, broad economic downturns, sustained inflation, adverse industry or company conditions or catastrophic external events, including pandemics, natural disasters and political or military conflict. If we experience one or more of these events in the future, we may be required to further implement expense reductions, such as a delay or elimination of discretionary spending in all functional areas, as well as scaling back select operating and strategic initiatives.

If our capital resources become insufficient to meet our future capital requirements, we would need to finance our cash needs through public or private equity offerings, debt financings, assets securitizations, sale-leasebacks or other financing or strategic alternatives, to the extent such transactions are permissible under the covenants of our 2022 Credit Agreement. Additional equity or debt financing, or other transactions, may not be available on acceptable terms, if at all. If any of these transactions require an amendment or waiver under the covenants in our 2022 Credit Agreement, which could result in additional expenses associated with obtaining the amendment or waiver, we will seek to obtain such an amendment or waiver to remain in compliance with those covenants. However, we cannot provide assurance that such an amendment or waiver would be granted, or that additional capital will be available on acceptable terms, if at all.

At December 31, 2024, our only current committed external source of funds is our borrowing availability under our 2022 Revolving Facility. We had $912.8 million of cash and cash equivalents as of December 31, 2024. Our 2022 Revolving Facility contains a number of affirmative, negative, reporting and financial covenants, in each case subject to certain exceptions and materiality thresholds. Incremental borrowings under the 2022 Revolving Facility may affect our ability to comply with the covenants including the financial covenants restricting consolidated net leverage and interest coverage. Accordingly, we may be limited in utilizing the full amount of our 2022 Revolving Facility as a source of liquidity.

Based on our current operating plans, we believe our balance of cash and cash equivalents, which totaled $912.8 million as of December 31, 2024, along with cash generated by ongoing operations and continued access to our 2022 Revolving Facility, will be sufficient to satisfy our cash requirements over the next twelve months and beyond. Our material cash requirements include the following contractual and other obligations.

Debt

We completed a sale of $575.0 million in aggregate principal amount of the Notes due in 2027. As of December 31, 2024, we had no amounts of principal due within the next twelve months. Future interest payments associated with the Notes total $44.6 million, with $15.1 million payable within twelve months. We may redeem for cash all or any portion of the Notes, at our option, on or after December 22, 2025 if the closing sale price per share of our common stock exceeds 130% of the conversion price of the Notes for a specified period of time. For more information on our cash requirements under the Notes, see Note 12, *"Long-Term Debt, Net, and Other Borrowings"* to our consolidated consolidated financial statements included in Part II, Item 8, *"Financial Statements and Supplementary Data"* of this Form 10-K.

Leases

We have operating lease arrangements for certain facilities, including corporate and manufacturing space. As of December 31, 2024, we had fixed operating lease payment obligations of $94.9 million, with $5.4 million payable within twelve months.

We have lease arrangements for certain equipment. As of December 31, 2024, we had fixed finance lease payment obligations of $1.8 million, with $1.0 million payable within twelve months.

Purchase Obligations

We have purchase obligations that primarily consist of noncancelable obligations related to minimum quantities of goods or services that have been committed to be purchased on an annual basis. As of December 31, 2024, we had minimum purchase obligations of $11.3 million, with $5.9 million due within twelve months.

License Agreements

We have entered into license agreements in which fixed payments have been committed to be paid on an annual basis. As of December 31, 2024, we had no amount of fixed license payments due within twelve months. These amounts do not include potential milestone or contractual payment obligations contingent upon the achievement or occurrence of future milestones or events under our license agreements, because they are contingent and the amounts and timing of such potential obligations are unknown or uncertain. We may be required to pay approximately $3.7 billion in contingent payments under our license agreements.

Asset Acquisitions

During 2022, we entered into the POINT License Agreements, in which we made upfront payments of $260.0 million, and under which we may make additional milestone payments. The additional milestone payments are based on FDA approval and net sales and

commercial milestones. Under the terms of the PNT2002 License Agreement, we have the potential to pay up to an additional $281.0 million in milestone payments and up to $1.3 billion in sales milestone payments upon the achievement of specified annual sales thresholds. Under the terms of the PNT2003 License Agreement, we have the potential to pay an additional $34.5 million in milestone payments and up to $275.0 million in sales milestone payments upon the achievement of specified annual sales thresholds. In total, we may be required to pay up to approximately $1.8 billion related to the asset acquisition. As of December 31, 2024, these contingent payments were not expected to be payable due to the uncertainty around the timing of the future cash flows.

On February 6, 2023, we acquired Cerveau and made an upfront payment of approximately $35.3 million to the Cerveau Stockholders. We paid the Cerveau Stockholders an additional $10.0 million in May 2023 upon the successful completion of a technology transfer. We could pay up to an additional $51.0 million in milestone payments upon achievement of specified U.S. regulatory milestones related to MK-6240. The Cerveau Stockholders are also eligible to receive up to $1.2 billion in sales milestone payments upon the achievement of specified annual commercial sales thresholds of MK-6240, as well as up to $13.5 million in research revenue milestones upon achievement of specified annual research revenue thresholds. Finally, we will pay to the Cerveau Stockholders up to double-digit royalty payments for research revenue and commercial sales. As of December 31, 2024, these contingent payments were not expected to be payable due to the uncertainty around the timing of the future cash flows.

On June 18, 2024, we acquired Meilleur, including its asset NAV-4694, an investigational F-18-labeled PET imaging agent that targets beta amyloids in Alzheimer's disease. We made an upfront payment of approximately $32.9 million to the Meilleur Stockholders on June 18, 2024 and paid an additional $10.0 million in August 2024 after the successful completion of a technology transfer. We could pay up to an additional $43.0 million in milestone payments upon achievement of specified U.S. regulatory milestones related to NAV-4694. The Meilleur Stockholders are also eligible to receive up to $830.0 million in sales milestone payments upon the achievement of specified annual commercial sales thresholds of NAV-4694 as well as up to $4.0 million in remaining research milestones upon achievement of specified clinical studies at academic institutions thresholds. Additionally, we could pay the Meilleur Stockholders up to double-digit royalty payments for research revenue and commercial sales. As of December 31, 2024, these contingent payments were not expected to be payable due to the uncertainty around the timing of the future cash flows.

For further information on possible funding requirements resulting from our asset acquisitions, see Note 21, *"Acquisition of Assets"* to our consolidated consolidated financial statements included in Part II, Item 8, *"Financial Statements and Supplementary Data"* of this Form 10-K.

Other Long-Term Liabilities

Our other long-term liabilities in the consolidated balance sheet include the fair values of contingent consideration liabilities including contingent consideration liabilities related to a previous acquisition completed by Progenics in 2013. We may be required to pay up to approximately $85.0 million related to the contingent consideration. As of December 31, 2024, these contingent payments were not expected to be payable within twelve months due to the uncertainty around the timing of the future cash flows.

Our other long-term liabilities in the consolidated balance sheet include unrecognized tax benefits and related interest and penalties. As of December 31, 2024, we had unrecognized tax benefits of $7.3 million, which included interest and penalties, classified as noncurrent liabilities. At this time, we are unable to make a reasonably reliable estimate of the timing of payments in individual years in connection with these tax liabilities.

Asset Retirement Obligation

We are required to provide the Massachusetts Department of Public Health financial assurance demonstrating our ability to fund the decommissioning of our North Billerica, Massachusetts production facility, upon closure. We have provided this financial assurance in the form of a $30.3 million surety bond (the "Surety Bond"). As of December 31, 2024, the liability for this decommissioning obligation, which was approximately $23.3 million, was measured at the present value of the obligation expected to be incurred of approximately $25.1 million. These contingent payments are not expected to be payable within twelve months due to the uncertainty around the timing of the future cash flows related to the decommissioning of our radioactive operations.

Off-Balance Sheet Arrangements

As noted above, we have provided the Surety Bond to the Massachusetts Department of Public Health.

Since inception, we have not engaged in any other off-balance sheet arrangements, including structured finance, special purpose entities, or variable interest entities.

Effects of Inflation

We do not believe that inflation has had a significant impact on our results of operations. We expect our cost of product sales and other operating expenses will change in the future in line with periodic inflationary changes in price levels. Because we intend to retain and continue to use our property and equipment, we believe that the incremental inflation related to the replacement costs of those items will not materially affect our operations. However, the rate of inflation affects our expenses, such as those for employee compensation and contract services, which could increase our level of expenses and the rate at which we use our resources. While we generally believe that we will be able to offset some of the effect of price-level changes by adjusting our product prices and implementing operating efficiencies, any material unfavorable changes in price levels could have a material adverse effect on our financial condition, results of operations and cash flows.

Recent Accounting Standards

Refer to Note 2, *"Summary of Significant Accounting Policies,"* in the accompanying consolidated financial statements located under Item 8 of this Form 10-K for information regarding recently issued accounting standards that may have a significant impact on our business.

Critical Accounting Policies

The discussion and analysis of our financial condition and results of operations are based on our consolidated financial statements, which have been prepared in accordance with generally accepted accounting principles in the United States. The preparation of these consolidated financial statements require us to make estimates and judgments that affect our reported assets and liabilities, revenues and expenses, and other financial information. Actual results may differ materially from these estimates under different assumptions and conditions. In addition, our reported financial condition and results of operations could vary due to a change in the application of a particular accounting standard.

We believe the following represent our critical accounting estimates used in the preparation of our financial statements.

Revenue from Contracts with Customers

Revenue is measured based on a consideration specified in a contract with a customer, and excludes any sales incentives and amounts collected on behalf of third parties. We recognize revenue when we satisfy our performance obligations by transferring control over products or services to our customers. The amount of revenue we recognize reflects the consideration to which we expect to be entitled to receive in exchange for these goods or services. To achieve this core principle, we apply the following five steps: (1) identify the contracts with a customer; (2) identify the performance obligations in the contract; (3) determine the transaction price; (4) allocate the transaction price to the performance obligations in the contract; and (5) recognize revenue when (or as) we satisfy performance obligations.

We derive our revenues through arrangements with customers for product sales, as well as licensing and royalty arrangements. We sell our products primarily to hospitals, independent diagnostic testing facilities, and radiopharmacies, and we consider customer purchase orders, which in some cases are governed by master sales or group purchasing organization agreements, to be contracts with our customers. In addition to these arrangements, we also enter into licensing agreements under which we license certain rights to third parties. The terms of these arrangements typically include payment to us of one or more of the following: non-refundable, up-front license fees; development, regulatory and commercial milestone payments; and royalties on net sales of licensed products. We analyze various factors requiring management judgment when applying the five-step model to our contracts with customers.

Our product revenues are recorded at the net sales price (transaction price), which represents our sales price less estimates related to reserves which are established for items such as discounts, returns, rebates and allowances that may be provided for in certain contracts with our customers. Judgment is used in determining and updating our reserves on an ongoing basis, and where appropriate, these estimates take into consideration a range of possible outcomes which are probability-weighted for relevant factors such as our historical experience, current contractual and statutory requirements, specific known market events and trends, industry data and forecasted customer buying and payment patterns. Overall, these reserves reflect our best estimates of the amount of consideration to which it is entitled based on the terms of the contract. Actual amounts of consideration ultimately received may differ from our estimates.

For our licensing and royalty arrangements, we use judgment in determining the number of performance obligations in a license agreement by assessing whether the license is distinct or should be combined with another performance obligation, as well as the nature of the license. As part of the accounting for these arrangements, we develop assumptions that require judgment to determine the stand-alone selling price for each performance obligation identified in a contract. These key assumptions may include market conditions, reimbursement rates for personnel costs, development timelines and probabilities of regulatory success.

Business Combinations

We account for business combinations using the acquisition method of accounting. We recognize the assets acquired and liabilities assumed in business combinations on the basis of their fair values at the date of acquisition. We assess the fair value of assets acquired, including intangible assets, and liabilities assumed using a variety of methods. Each asset acquired and liability assumed is measured at fair value from the perspective of a market participant. The method used to estimate the fair values of intangible assets incorporates significant assumptions regarding the estimates a market participant would make in order to evaluate an asset, including a market participant's use of the asset and the appropriate discount rates. Acquired IPR&D is recognized at fair value and initially characterized as an indefinite-lived intangible asset, irrespective of whether the acquired IPR&D has an alternative future use. Any excess purchase price over the fair value of the net tangible and intangible assets acquired is allocated to goodwill. Transaction costs and restructuring costs associated with a business combination are expensed as incurred.

The fair values assigned to tangible and intangible assets acquired and liabilities assumed are based on our estimates and assumptions, as well as other information we have compiled, including valuations that utilize customary valuation procedures and techniques. If the actual results differ from the estimates and assumptions used in these estimates, it could result in a possible impairment of the intangible assets and goodwill, a required acceleration of the amortization expense of finite-lived intangible assets or the recognition of additional consideration, which would be expensed.

During the measurement period, which extends no later than one year from the acquisition date, we may record certain adjustments to the carrying value of the assets acquired and liabilities assumed with the corresponding offset to goodwill. After the measurement period, all adjustments are recorded in the consolidated statements of operations as operating expenses or income.

Intangible and Long-Lived Assets

We test intangible and long-lived assets for recoverability whenever events or changes in circumstances suggest that the carrying value of an asset or group of assets may not be recoverable. We measure the recoverability of assets to be held and used by comparing the carrying amount of the asset to future undiscounted net cash flows expected to be generated by the asset. If those assets are considered to be impaired, the impairment equals the amount by which the carrying amount of the assets exceeds the fair value of the assets. Any impairments are recorded as permanent reductions in the carrying amount of the assets. Long-lived assets, other than goodwill and other intangible assets, that are held for sale are recorded at the lower of the carrying value or the fair market value less the estimated cost to sell.

Intangible assets, consisting of trademarks, customer relationships, currently marketed products, licenses and developed technology are amortized in a method equivalent to the estimated utilization of the economic benefit of the asset.

Costs of IPR&D intangible assets acquired as part of an asset acquisition that have no alternative future use are expensed when incurred. Milestone payments made after regulatory approval are capitalized as an intangible asset and amortized over an estimated useful life of the product. Cash payments related to acquired IPR&D intangible assets are reflected as an investing cash flow in the Company's consolidated statement of cash flows.

Our IPR&D intangible assets include intangible assets acquired in a business combination that are used in research and development activities but have not yet reached technological feasibility, regardless of whether they have alternative future use. The primary basis for determining the technological feasibility or completion of these projects is whether we have obtained regulatory approval to market the underlying products in an applicable geographic region. Because obtaining regulatory approval can include significant risks and uncertainties, the eventual realized value of the acquired IPR&D projects may vary from their fair value at the date of acquisition. We classify IPR&D intangible assets acquired in a business combination as an indefinite-lived intangible asset until the completion or abandonment of the associated research and development efforts. Upon completion of the associated research and development efforts, we will determine the useful life and begin amortizing the assets to reflect their use over their remaining lives. Upon permanent abandonment, we write-off the remaining carrying amount of the associated IPR&D intangible asset. We test our IPR&D intangible assets at least annually or when a triggering event occurs that could indicate a potential impairment and we recognize any impairment loss in our consolidated statements of operations.

Item 7A. Quantitative and Qualitative Disclosures about Market Risk

We are exposed to market risk from changes in interest rates and foreign currency exchange rates. We may from time to time use derivative financial instruments or other financial instruments to hedge these economic exposures related to foreign currencies. We do not hold or issue financial instruments for trading purposes.

Interest Rate Risk

We are subject to interest rate risk in connection with our 2022 Revolving Facility, which is variable rate indebtedness. Interest rate changes could increase the amount of our interest payments and thus negatively impact our future earnings and cash flows. As of

December 31, 2024, there was availability of $750.0 million on the 2022 Revolving Facility. Any increase in the interest rate under the 2022 Revolving Facility may have a negative impact on our future earnings to the extent we have outstanding borrowings under the 2022 Revolving Facility.

Foreign Currency Risk

We face exposure to movements in foreign currency exchange rates whenever we, or any of our subsidiaries, enter into transactions with third parties that are denominated in currencies other than our, or that subsidiary's, functional currency. Intercompany transactions between entities that use different functional currencies also expose us to foreign currency risk.

During the years ended December 31, 2024, 2023 and 2022, the net impact of foreign currency changes on transactions was a loss of $0.7 million, $0.1 million and $0.3 million, respectively. From time to time, we enter into foreign currency forward contracts primarily to reduce the effects of fluctuating foreign currency exchange rates. We may enter into additional foreign currency forward contracts when deemed appropriate. We do not enter into foreign currency forward contracts for speculative or trading purposes.

The Canadian dollar presents the primary currency risk on our earnings. At December 31, 2024, a hypothetical 10% change in value of the U.S. dollar relative to the Canadian dollar would not have materially affected our financial instruments.

Item 8. Financial Statements and Supplementary Data

LANTHEUS HOLDINGS, INC.
INDEX TO CONSOLIDATED FINANCIAL STATEMENTS

REPORT OF INDEPENDENT REGISTERED PUBLIC ACCOUNTING FIRM

To the Stockholders and the Board of Directors of Lantheus Holdings, Inc.

Opinion on the Financial Statements

We have audited the accompanying consolidated balance sheets of Lantheus Holdings, Inc. and subsidiaries (the "Company") as of December 31, 2024 and 2023, the related consolidated statements of operations, comprehensive income, changes in stockholders' equity, and cash flows, for each of the three years in the period ended December 31, 2024, and the related notes (collectively referred to as the "financial statements"). In our opinion, the financial statements present fairly, in all material respects, the financial position of the Company as of December 31, 2024 and 2023, and the results of its operations and its cash flows for each of the three years in the period ended December 31, 2024, in conformity with accounting principles generally accepted in the United States of America.

We have also audited, in accordance with the standards of the Public Company Accounting Oversight Board (United States) (PCAOB), the Company's internal control over financial reporting as of December 31, 2024, based on criteria established in *Internal Control - Integrated Framework (2013)* issued by the Committee of Sponsoring Organizations of the Treadway Commission and our report dated February 26, 2025, expressed an unqualified opinion on the Company's internal control over financial reporting.

Basis for Opinion

These financial statements are the responsibility of the Company's management. Our responsibility is to express an opinion on the Company's financial statements based on our audits. We are a public accounting firm registered with the PCAOB and are required to be independent with respect to the Company in accordance with the U.S. federal securities laws and the applicable rules and regulations of the Securities and Exchange Commission and the PCAOB.

We conducted our audits in accordance with the standards of the PCAOB. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement, whether due to error or fraud. Our audits included performing procedures to assess the risks of material misstatement of the financial statements, whether due to error or fraud, and performing procedures that respond to those risks. Such procedures included examining, on a test basis, evidence regarding the amounts and disclosures in the financial statements. Our audits also included evaluating the accounting principles used and significant estimates made by management, as well as evaluating the overall presentation of the financial statements. We believe that our audits provide a reasonable basis for our opinion.

Critical Audit Matter

The critical audit matter communicated below is a matter arising from the current-period audit of the financial statements that was communicated or required to be communicated to the audit committee and that (1) relates to accounts or disclosures that are material to the financial statements and (2) involved our especially challenging, subjective, or complex judgments. The communication of critical audit matters does not alter in any way our opinion on the financial statements, taken as a whole, and we are not, by communicating the critical audit matter below, providing a separate opinion on the critical audit matter or on the accounts or disclosures to which it relates.

Revenue — Refer to Note 3 to the financial statements

Critical Audit Matter Description

The Company's product revenue includes revenue earned from the sale of its prostate cancer positron emission tomography ("PET") imaging agent, PYLARIFY. The Company recognizes revenue from PYLARIFY when it transfers control of promised goods to its customers. The Company's principal customers for PYLARIFY sales include hospitals, independent imaging centers and government facilities.

The accounting for PYLARIFY sales involves judgment, particularly as it relates to designing and executing the product distribution processes in a manner that provides the Company reliable information in determining when control of the product is transferred to the customer. For the year ended December 31, 2024, revenue from the sale of PYLARIFY was $1.1 billion.

We identified revenue from the Company's PYLARIFY sales as critical audit matter due to the high volume of transactions and the complexity of the product distribution processes. This required extensive audit effort and an increased level of auditor judgment when performing audit procedures and evaluating the results of those procedures.

How the Critical Audit Matter Was Addressed in the Audit

Our audit procedures related to the Company's revenue from product sales included the following, among others:

- We tested the effectiveness of internal controls over the recognition of revenue from PYLARIFY sales, including controls over the quantity and price of products shipped and timing of revenue recognition.
- For product shipped by PET manufacturing facilities, we (i) confirmed the relevant information regarding the doses shipped to customers that impact revenue recognition, (ii) performed substantive analytical procedures to develop an expectation of the revenue recognized based on the batches of material manufactured and compared our expectation to the amount recorded by management, (iii) performed detail transaction testing for revenue from product sales by making a sample of transactions and agreeing the transaction to the relevant information supporting the ordering and fulfillment of doses and (iv) confirmed selected accounts receivable balances.

/s/ Deloitte & Touche LLP

Boston, Massachusetts
February 26, 2025

We have served as the Company's auditor since 2007.

Lantheus Holdings, Inc.
Consolidated Balance Sheets
(in thousands, except par value)

	December 31,	
	2024	**2023**
Assets		
Current assets		
Cash and cash equivalents	$ 912,814	$ 713,656
Accounts receivable, net	321,258	284,292
Inventory	68,025	64,029
Other current assets	24,536	16,683
Assets held for sale	—	7,159
Total current assets	1,326,633	1,085,819
Investment in equity securities	39,489	—
Property, plant and equipment, net	176,798	146,697
Intangibles, net	161,761	151,985
Goodwill	61,189	61,189
Deferred tax assets, net	170,233	150,198
Other long-term assets	44,237	55,261
Total assets	$ 1,980,340	$ 1,651,149
Liabilities and stockholders' equity		
Current liabilities		
Current portion of long-term debt and other borrowings	$ 974	$ 823
Accounts payable	34,560	41,189
Accrued expenses and other liabilities	204,992	145,338
Total current liabilities	240,526	187,350
Asset retirement obligations	23,344	22,916
Long-term debt, net and other borrowings	565,279	561,670
Other long-term liabilities	63,180	63,321
Total liabilities	892,329	835,257
Commitments and contingencies (see Note 19)		
Stockholders' equity		
Preferred stock ($0.01 par value, 25,000 shares authorized; no shares issued and outstanding)	—	—
Common stock ($0.01 par value, 250,000 shares authorized; 70,905 and 69,863 shares issued and outstanding as of December 31, 2024 and 2023, respectively)	709	699
Additional paid-in capital	817,972	757,727
Treasury Stock at cost - 2,455 shares and 1,339 shares as of December 31, 2024 and 2023, respectively	(175,000)	(75,000)
Retained earnings	445,945	133,503
Accumulated other comprehensive loss	(1,615)	(1,037)
Total stockholders' equity	1,088,011	815,892
Total liabilities and stockholders' equity	$ 1,980,340	$ 1,651,149

The accompanying notes are an integral part of these consolidated financial statements.

Lantheus Holdings, Inc.
Consolidated Statements of Operations
(in thousands, except per share data)

	Year Ended December 31,		
	2024	**2023**	**2022**
Revenues	$ 1,533,910	$ 1,296,429	$ 935,061
Cost of goods sold	545,619	586,886	353,358
Gross profit	988,291	709,543	581,703
Operating expenses			
Sales and marketing	177,940	141,736	100,243
General and administrative	193,689	125,458	133,584
Research and development	168,098	77,707	311,681
Total operating expenses	539,727	344,901	545,508
Gain on sale of assets	8,415	—	—
Operating income	456,979	364,642	36,195
Interest expense	19,669	20,019	7,185
Investment in equity securities - net unrealized loss	43,564	—	—
Loss on extinguishment of debt	—	—	588
Other (income) loss, net	(37,231)	(66,320)	1,703
Income before income taxes	430,977	410,943	26,719
Income tax expense (benefit)	118,535	84,282	(1,348)
Net income	$ 312,442	$ 326,661	$ 28,067
Net income per common share:			
Basic	$ 4.52	$ 4.79	$ 0.41
Diluted	$ 4.36	$ 4.65	$ 0.40
Weighted-average common shares outstanding:			
Basic	69,199	68,266	68,487
Diluted	71,651	70,239	70,671

The accompanying notes are an integral part of these consolidated financial statements.

Lantheus Holdings, Inc.
Consolidated Statements of Comprehensive Income
(in thousands)

	Year Ended December 31,		
	2024	**2023**	**2022**
Net income	$ 312,442	$ 326,661	$ 28,067
Other comprehensive income (loss):			
Foreign currency translation	(578)	222	(505)
Realized loss on cash flow hedges, net of tax	—	—	(269)
Total other comprehensive (loss) income	(578)	222	(774)
Comprehensive income	$ 311,864	$ 326,883	$ 27,293

The accompanying notes are an integral part of these consolidated financial statements.

Lantheus Holdings, Inc.
Consolidated Statements of Changes in Stockholders' Equity
(in thousands)

	Common Stock		Treasury Stock		Additional Paid-In Capital	Retained (Deficit) Earnings	Accumulated Other Comprehensive Loss	Total Stockholders' Equity
	Shares	Amount	Shares	Amount				
Balance, January 1, 2022	67,739	$ 677	—	$ —	$ 685,472	$ (221,225)	$ (485)	$ 464,439
Net income	—	—	—	—	—	28,067	—	28,067
Other comprehensive income	—	—	—	—	—	—	(774)	(774)
Stock option exercises and employee stock plan purchases	411	4	—	—	8,908	—	—	8,912
Vesting of restricted stock awards	845	9	—	—	(9)	—	—	—
Shares withheld to cover taxes	(144)	(1)	—	—	(7,758)	—	—	(7,759)
Repurchase of common stock	—	—	1,339	(75,000)	—	—	—	(75,000)
Stock-based compensation	—	—	—	—	29,262	—	—	29,262
Balance, December 31, 2022	68,851	689	1,339	(75,000)	715,875	(193,158)	(1,259)	447,147
Net income	—	—	—	—	—	326,661	—	326,661
Other comprehensive income	—	—	—	—	—	—	222	222
Stock option exercises and employee stock plan purchases	245	2	—	—	5,747	—	—	5,749
Vesting of restricted stock awards	962	10	—	—	(10)	—	—	—
Shares withheld to cover taxes	(195)	(2)	—	—	(14,392)	—	—	(14,394)
Repurchase of common stock	—	—	—	—	—	—	—	—
Stock-based compensation	—	—	—	—	50,507	—	—	50,507
Balance, December 31, 2023	69,863	699	1,339	(75,000)	757,727	133,503	(1,037)	815,892
Net income	—	—	—	—	—	312,442	—	312,442
Other comprehensive loss	—	—	—	—	—	—	(578)	(578)
Stock option exercises and employee stock plan purchases	257	2	—	—	6,726	—	—	6,728
Vesting of restricted stock awards and units	1,118	11	—	—	(11)	—	—	—
Shares withheld to cover taxes	(333)	(3)	—	—	(22,612)	—	—	(22,615)
Repurchase of common stock, including excise tax	—	—	1,116	(100,000)	(251)	—	—	(100,251)
Stock-based compensation	—	—	—	—	76,393	—	—	76,393
Balance, December 31, 2024	70,905	$ 709	2,455	$ (175,000)	$ 817,972	$ 445,945	$ (1,615)	$ 1,088,011

The accompanying notes are an integral part of these consolidated financial statements.

Lantheus Holdings, Inc.
Consolidated Statements of Cash Flows
(in thousands)

	Year Ended December 31,		
	2024	2023	2022
Operating activities			
Net income	$ 312,442	$ 326,661	$ 28,067
Adjustments to reconcile net income to net cash flows from operating activities:			
Depreciation, amortization and accretion	64,624	60,043	47,929
Impairment of long-lived assets	—	138,050	—
Asset retirement obligation acceleration	—	—	280
Gain on interest rate swap termination	—	—	(5,494)
Amortization of debt related costs	4,296	4,300	1,249
Changes in fair value of contingent assets and liabilities	(2,699)	(9,275)	34,700
Charges incurred in connection with acquired IPR&D	66,000	—	260,000
Loss on extinguishment of debt	—	—	588
Provision for excess and obsolete inventory	(904)	7,914	7,145
Stock-based compensation	76,393	50,507	29,262
Gain on disposal of assets	(8,415)	—	—
Gain on sale of RELISTOR licensed intangible asset associated with net sales royalties	—	(51,789)	—
Unrealized loss on investment in equity securities	43,564	—	—
Deferred taxes	(30,029)	(55,632)	(48,016)
Long-term indemnification receivable	—	3,929	9,554
Long-term income tax payable and other long-term liabilities	5,236	(3,103)	(12,477)
Other	12,194	4,855	4,059
Changes in assets and liabilities which provided (used) cash:			
Accounts receivable	(37,685)	(68,637)	(128,460)
Inventory	(2,670)	(36,220)	(7,508)
Other current assets	4,440	(2,418)	(2,440)
Other long-term assets	—	—	(533)
Accounts payable	(8,804)	17,189	301
Accrued expenses and other liabilities	46,767	(81,114)	63,575
Net cash provided by operating activities	544,750	305,260	281,781
Investing activities			
Capital expenditures	(51,625)	(46,555)	(18,347)
Proceeds from sale of assets, net	17,767	97,839	1,800
Purchases of investment in equity securities	(83,246)	—	—
Acquisition of assets, net	(80,911)	(45,345)	(260,000)
Acquisition of exclusive license option	(28,000)	—	—
Net cash (used in) provided by investing activities	(226,015)	5,939	(276,547)
Financing activities			
Proceeds from issuance of common stock	3,450	1,933	1,375
Debt issuance costs	—	—	(95)
Proceeds from issuance of long-term debt, net	—	—	557,750
Contingent value rights settlement	—	(3,700)	—
Payments on long-term debt and other borrowings	(318)	(717)	(175,385)
Deferred financing costs	(2,331)	—	(2,315)
Proceeds from interest rate swap termination	—	—	5,583
Proceeds from stock option exercises	3,278	3,816	7,537
Payments for minimum statutory tax withholding related to net share settlement of equity awards	(22,615)	(14,394)	(7,759)
Repurchase of common stock	(100,000)	—	(75,000)
Net cash (used in) provided by financing activities	(118,536)	(13,062)	311,691
Effect of foreign exchange rates on cash and cash equivalents	(998)	(93)	(335)
Net increase in cash and cash equivalents and restricted cash	199,201	298,044	316,590
Cash and cash equivalents and restricted cash, beginning of year	715,285	417,241	100,651
Cash and cash equivalents and restricted cash, end of year	$ 914,486	$ 715,285	$ 417,241

Lantheus Holdings, Inc.
Consolidated Statements of Cash Flows (Continued)
(in thousands)

	Year Ended December 31,		
	2024	**2023**	**2022**
Reconciliation to amounts within the consolidated balance sheets			
Cash and cash equivalents	$ 912,814	$ 713,656	$ 415,652
Restricted cash included in other long-term assets	1,672	1,629	1,589
Cash, cash equivalents and restricted cash at end of period	$ 914,486	$ 715,285	$ 417,241

	Year Ended December 31,		
	2024	**2023**	**2022**
Supplemental disclosure of cash flow information			
Cash paid during the period for:			
Interest	$ 15,094	$ 15,387	$ 5,064
Income taxes, net of refunds of $2,688, $25 and $50, respectively	$ 153,815	$ 151,579	$ 54,049
Schedule of non-cash investing and financing activities			
Additions of property, plant and equipment included in liabilities	$ 5,058	$ 6,978	$ 2,370
Lease liability settled through transfer of lease	$ 762	$ —	$ —
Right-of-use asset obtained in exchange for operating lease liabilities	$ 63	$ 29,396	$ 11,019
Excise tax payable on net common stock repurchases	$ 251	$ —	$ —

The accompanying notes are an integral part of these consolidated financial statements.

Lantheus Holdings, Inc.
Notes to Consolidated Financial Statements

1. Description of Business

Lantheus Holdings, Inc., a Delaware corporation, is the parent company of Lantheus Medical Imaging, Inc. ("LMI") and LMI is the parent company of Progenics Pharmaceuticals, Inc., a Delaware corporation ("Progenics"). See *"Progenics Acquisition"* below and Note 21, *"Acquisition of Assets,"* to these consolidated financial statements respectively, for more information.

The Company develops, manufactures and commercializes innovative diagnostic and therapeutic products that assist clinicians in the diagnosis and treatment of cancer, heart disease and other diseases. The Company believes its diagnostic products result in improved diagnostic information that enables healthcare providers to better detect and characterize, or rule out, disease, potentially achieving improved patient outcomes, reducing patient risk and limiting overall costs throughout the healthcare system.

The Company's commercial products are used by cardiologists, internal medicine physicians, nuclear medicine physicians, oncologists, radiologists, sonographers, technologists, and urologists working in a variety of clinical settings. The Company believes that its diagnostic products provide information that enables healthcare providers to better detect and characterize, or rule out, disease, with the potential to achieve better patient outcomes, reduce patient risk, and limit overall costs.

The Company produces and markets its products throughout the United States (the "United States" or the "U.S."), selling primarily to hospitals, independent diagnostic testing facilities, and radiopharmacies. The Company sells its products outside the U.S. through a combination of direct distribution in Canada and third-party distribution relationships in Europe, Canada, Australia, Asia-Pacific, Central America and South America.

Sales of the Company's prostate cancer diagnostic imaging agent, PYLARIFY (as defined below), are generated in the U.S. through an internal PYLARIFY sales team, as well as a sales team at some of the Company's positron emission tomography ("PET") manufacturing facilities ("PMF") partners. Sales of the Company's ultrasound enhancing agent, DEFINITY, are generated in the U.S. through an internal DEFINITY sales team. In the U.S., the Company's other nuclear imaging products, including TechneLite, Xenon-133, NEUROLITE and CARDIOLITE, are primarily sold to commercial radiopharmacies, the majority of which are controlled by or associated with PharmaLogic Holdings Corp, Cardinal Health, RLS, United Pharmacy Partners, and Jubilant Radiopharma. Research revenue is derived from existing partnerships with pharmaceutical companies and academic institutions that use our products and product candidates in clinical trials and includes milestone and dose-related payments. A small portion of the Company's nuclear imaging product sales in the U.S. are generated through the Company's internal sales force to hospitals and clinics that maintain their own in-house radiopharmaceutical preparation capabilities.

In Europe, Australia, Asia-Pacific, Central America and South America, the Company generally relies on third-party distributors to market, sell and distribute its nuclear imaging and ultrasound enhancing agent products, either on a country-by-country basis or on a multi-country regional basis. The Company's executive offices are located in Bedford, Massachusetts, with additional offices in North Billerica, Massachusetts, Montreal, Canada and Lund, Sweden.

Progenics Acquisition

On June 19, 2020 (the "Closing Date"), pursuant to the Amended and Restated Agreement and Plan of Merger, dated as of February 20, 2020 (the "Merger Agreement"), by and among Holdings, Plato Merger Sub, Inc., a wholly-owned subsidiary of Holdings ("Merger Sub"), and Progenics, Holdings completed the acquisition of Progenics by means of a merger of Merger Sub with and into Progenics, with Progenics surviving such merger as a wholly-owned subsidiary of Holdings (the "Progenics Acquisition").

In connection with the Progenics Acquisition, Lantheus Holdings issued 26,844,877 shares of Lantheus Holdings common stock and 86,630,633 contingent value rights (each a "CVR") tied to the financial performance of PYLARIFY to former Progenics stockholders and option holders. Each CVR entitled its holder to receive a pro rata share of aggregate cash payments equal to 40% of U.S. net sales generated by PYLARIFY in 2022 and 2023 in excess of $100.0 million and $150.0 million, respectively. The Company's aggregate payments in respect of the CVRs, together with any other non-stock consideration treated as paid in connection with the Progenics Acquisition, was capped at 19.9% of the total consideration the Company paid in the Progenics Acquisition. Based on the Company's 2022 PYLARIFY net sales, the Company determined that the aggregate payment obligation under the CVRs was $99.6 million, which was the maximum amount payable. The Company paid out this amount in May 2023 in full satisfaction of the CVRs.

2. Summary of Significant Accounting Policies

Basis of Presentation and Principles of Consolidation

The accompanying consolidated financial statements have been prepared in accordance with generally accepted accounting principles in the United States ("U.S. GAAP"). The consolidated financial statements include the accounts of the Company and its direct and indirect wholly-owned subsidiaries. All intercompany accounts and transactions have been eliminated in consolidation.

Use of Estimates

The preparation of consolidated financial statements in conformity with U.S. GAAP requires management to make certain estimates and assumptions that affect the reported amounts of assets and liabilities at the date of the consolidated financial statements, and the reported amounts of revenues and expenses during the reporting period. The estimates reflected in the Company's consolidated financial statements include, but are not limited to, certain judgments regarding revenue recognition, goodwill, tangible and intangible asset valuation, inventory valuation, asset retirement obligations, contingent assets and liabilities, income tax liabilities and related indemnification receivable, deferred tax assets and liabilities and accrued expenses. Actual results could materially differ from those estimates or assumptions.

Revenue Recognition

The Company recognizes revenue when it transfers control of promised goods or services to its customers in an amount that reflects the consideration to which the Company expects to be entitled to in exchange for those goods and services. See Note 3, "*Revenue from Contracts with Customers,"* to these consolidated financial statements, for further discussion on revenues.

Accounts Receivable, net

Accounts receivable consist of amounts billed and currently due from customers. The Company maintains an allowance for doubtful accounts for estimated current expected credit losses. In determining the allowance, consideration includes the probability of recoverability based on past experience as well as current and future economic and market conditions. Certain accounts receivable may be fully reserved when the Company becomes aware of any specific collection issues. The Company periodically reviews the aging of receivables, payment history and customer creditworthiness to determine if adjustments to the allowance for doubtful accounts is necessary. Allowance for doubtful accounts was $7.8 million at December 31, 2024 and de minimis at December 31, 2023.

Income Taxes

The Company accounts for income taxes using an asset and liability approach. Income tax expense (benefit) represents income taxes paid or payable for the current year plus the change in deferred taxes during the year. Deferred taxes result from differences between the financial and tax bases of the Company's assets and liabilities. Deferred tax assets and liabilities are measured using the currently enacted tax rates that apply to taxable income in effect for the years in which those tax attributes are expected to be recovered or paid, and are adjusted for changes in tax rates and tax laws when such changes are enacted.

The Company recognizes deferred tax assets to the extent that the Company believes that these assets are more-likely-than-not to be realized. Valuation allowances are recorded to reduce deferred tax assets when it is more-likely-than-not that the future tax benefit will not be realized. The assessment of whether or not a valuation allowance is required involves weighing both positive and negative evidence, including both historical and prospective information, with greater weight given to evidence that is objectively verifiable. A history of recent losses is negative evidence that is difficult to overcome with positive evidence. In evaluating prospective information there are four sources of taxable income: reversals of taxable temporary differences, items that can be carried back to prior tax years (such as net operating losses), pre-tax income, and prudent and feasible tax planning strategies. Adjustments to the deferred tax valuation allowances are made in the period when those assessments are made.

The Company accounts for uncertain tax positions using a two-step recognition threshold and measurement analysis method to determine the financial statement impact of uncertain tax positions taken or expected to be taken in a tax return. Differences between tax positions taken in a tax return and amounts recognized in the financial statements are recorded as adjustments to other long-term assets and liabilities, or adjustments to deferred taxes, or both. The Company records the related interest and penalties to income tax expense (benefit).

Net Income per Common Share

The Company computes earnings per share using the two-class method. Basic earnings per common share is computed by dividing net income by the weighted-average number of shares of common stock outstanding during the period. Diluted earnings per common share is computed by dividing net income by the weighted-average number of shares of common stock outstanding during the period, plus the potential dilutive effect of other securities as if those securities were converted or exercised. The Company's potentially dilutive shares, which could include shares issuable upon conversion of the $575.0 million in aggregate principal amount of 2.625% Convertible Senior Notes due 2027 (the "Notes"), are considered to be common stock equivalents and are only included in the calculation of diluted net income per share when their effect is dilutive. The Company has the option to settle the Notes through cash settlement or a combination of cash and share settlement provided that the principal is settled in cash and the conversion spread is settled in cash or shares as elected by the Company. The Company applies the if-converted method for diluted earnings in order to reflect the conversion spread. During periods in which the Company incurs net losses, both basic and diluted loss per common share is calculated by dividing the net loss by the weighted-average shares of common stock outstanding and potentially dilutive securities are excluded from the calculation because their effect would be antidilutive.

Cash and Cash Equivalents

Cash and cash equivalents include savings deposits, certificates of deposit and money market funds that have original maturities of three months or less when purchased.

Restricted Cash

Restricted cash as of December 31, 2024 and 2023, represents primarily collateral for a letter of credit securing a lease obligation and a security deposit. The Company believes the carrying value of these assets approximates fair value.

Concentration of Risks and Limited Suppliers

Financial instruments which potentially subject the Company to concentrations of credit risk consist principally of trade accounts receivable. The Company periodically reviews its accounts receivable for collectability and provides for an allowance for doubtful accounts to the extent that amounts are not expected to be collected. The Company sells primarily to hospitals, independent diagnostic testing facilities, and radiopharmacies.

As of December 31, 2024 and 2023, no customer accounted for greater than 10% of accounts receivable, net. No customer accounted for greater than 10% of revenues for the years ended December 31, 2024, 2023 and 2022.

The Company relies on certain materials used in its development and manufacturing processes, some of which are procured from only one or a few sources. The failure of one of these suppliers to deliver on schedule could delay or interrupt the manufacturing or commercialization process and would adversely affect the Company's operating results. In addition, a disruption in the commercial supply of, or a significant increase in the cost of one of the Company's materials from these sources could have a material adverse effect on the Company's business, financial position and results of operations.

The Company currently relies on Jubilant HollisterStier as its significant manufacturer of DEFINITY and its sole source manufacturer of NEUROLITE, CARDIOLITE and evacuation vials for TechneLite. The Company has Molybdenum-99 supply agreements with Institute for Radioelements of Belgium, running through December 31, 2025, with auto-renewal provisions and terminable upon notice of non-renewal, and with NTP Radioisotopes and its subcontractor Australian Nuclear Science and Technology Organisation, running through December 31, 2025.

The following table sets forth revenues for each of the Company's products representing 10% or more of revenues:

	Year Ended December 31,		
	2024	**2023**	**2022**
PYLARIFY	69.0 %	65.7 %	56.4 %
DEFINITY	20.7 %	21.6 %	26.2 %

Inventory

Inventory includes material, direct labor and related manufacturing overhead and is stated at the lower of cost and net realizable value on a first-in, first-out basis. The Company records inventory when the Company takes title to the product. The majority of the value of the inventory relates to non-radioactive products. With respect to the Company's products that are radiopharmaceuticals, due to the limited shelf life of such products, they are generally not held as finished goods.

The Company assesses the recoverability of inventory to determine whether adjustments for excess and obsolete inventory are required. Inventory that is in excess of future requirements is written down to its estimated net realizable value based on product shelf life, forecasted demand and other factors.

Inventory costs associated with product that has not yet received regulatory approval are capitalized if the Company believes there is probable future commercial use of the product and future economic benefits of the asset. If future commercial use of the product is not probable, then inventory costs associated with such product are expensed as incurred. The Company had no inventory pending regulatory approval as of December 31, 2024 and 2023.

Property, Plant and Equipment, net

Property, plant & equipment are stated at cost. Replacements of major units of property are capitalized, and replaced properties are retired. Replacements of minor components of property and repair and maintenance costs are charged to expense as incurred. Certain costs to obtain or develop computer software are capitalized and amortized over the estimated useful life of the software. Depreciation and amortization are computed on a straight-line basis over the estimated useful lives of the related assets and recorded in costs of goods sold and operating expenses in the associated functional expense category which utilizes the associated asset. The estimated useful lives of the major classes of depreciable assets are as follows:

Class	Range of Estimated Useful Lives
Buildings	10 - 50 years
Land improvements	15 - 40 years
Machinery and equipment	3 - 15 years
Furniture and fixtures	15 years
Leasehold improvements	Lesser of lease term or 15 years
Computer software	3 - 5 years

Upon retirement or other disposal of property, plant & equipment, the cost and related amount of accumulated depreciation are removed from the asset and accumulated depreciation accounts, respectively. The difference, if any, between the net asset value and the proceeds is included in operating income.

Included within machinery and equipment are spare parts. Spare parts include replacement parts relating to plant & equipment and are either recognized as an expense when consumed or reclassified and capitalized as part of the related asset and depreciated over the remaining useful life of the related asset.

Business Combinations

The Company accounts for business combinations using the acquisition method of accounting. The Company recognizes the assets acquired and liabilities assumed in business combinations on the basis of their fair values at the date of acquisition. The Company assesses the fair value of assets acquired, including intangible assets, and liabilities assumed using a variety of methods. Each asset acquired and liability assumed is measured at fair value from the perspective of a market participant. The method used to estimate the fair values of intangible assets incorporates significant assumptions regarding the estimates a market participant would make in order to evaluate an asset, including a market participant's use of the asset and the appropriate discount rates. Acquired in-process research and development ("IPR&D") is recognized at fair value and initially characterized as an indefinite-lived intangible asset, irrespective of whether the acquired IPR&D has an alternative future use. Any excess purchase price over the fair value of the net tangible and intangible assets acquired is allocated to goodwill. Transaction costs and restructuring costs associated with a business combination are expensed as incurred.

During the measurement period, which extends no later than one year from the acquisition date, the Company may record certain adjustments to the carrying value of the assets acquired and liabilities assumed with the corresponding offset to goodwill. After the measurement period, all adjustments are recorded in the consolidated statements of operations as operating expenses or income.

Goodwill

Goodwill is not amortized but is instead tested for impairment at least annually and whenever events or circumstances indicate that it is more likely-than-not that it may be impaired. The Company has elected to perform the annual test for goodwill impairment as of October 31st of each year.

In performing the Company's annual assessment, the Company is permitted to first perform a qualitative test and if necessary, perform a quantitative test. If the Company is required to perform the quantitative impairment test of goodwill, the Company compares the fair value of a reporting unit to its carrying value. If the reporting unit's carrying value exceeds its fair value, the Company would record an impairment loss to the extent that the carrying value of goodwill exceeds its implied fair value. The Company estimates the fair value of its reporting units using discounted cash flow or other valuation models, such as comparative transactions and market multiples. The Company performed a qualitative assessment and did not recognize any goodwill impairment charges during the years ended December 31, 2024, 2023 or 2022.

Intangible and Long-Lived Assets

The Company tests intangible and long-lived assets for recoverability whenever events or changes in circumstances suggest that the carrying value of an asset or group of assets may not be recoverable. The Company measures the recoverability of assets to be held and used by comparing the carrying amount of the asset to future undiscounted net cash flows expected to be generated by the asset. If those assets are considered to be impaired, the impairment equals the amount by which the carrying amount of the assets exceeds the fair value of the assets. Any impairments are recorded as permanent reductions in the carrying amount of the assets. See Note 7, *"Property, Plant and Equipment, Net"* to these consolidated financial statements for further details on impairment. Long-lived assets, other than goodwill and other intangible assets that are held for sale are recorded at the lower of the carrying value or the fair market value less the estimated cost to sell.

Intangible assets, consisting of patents, trademarks, customer relationships, a currently marketed product, licenses and developed technology related to the Company's products are amortized in a method equivalent to the estimated utilization of the economic benefit of the asset.

Costs of IPR&D intangible assets acquired as part of an asset acquisition that have no alternative future use are expensed when incurred. Milestone payments made after regulatory approval are capitalized as an intangible asset and amortized over an estimated useful life of the product. Cash payments related to acquired IPR&D intangible assets are reflected as an investing cash flow in the Company's consolidated statement of cash flows.

The Company's IPR&D intangible assets includes intangible assets acquired in a business combination that are used in research and development activities but have not yet reached technological feasibility, regardless of whether they have alternative future use. The primary basis for determining the technological feasibility or completion of these projects is obtaining regulatory approval to market the underlying products in an applicable geographic region. Because obtaining regulatory approval can include significant risks and uncertainties, the eventual realized value of the acquired IPR&D projects may vary from their fair value at the date of acquisition. The Company classifies IPR&D intangible assets acquired in a business combination as an indefinite-lived intangible asset until the completion or abandonment of the associated research and development efforts. Upon completion of the associated research and development efforts, the Company will determine the useful life and begin amortizing the assets to reflect their use over their remaining lives. Upon permanent abandonment, the Company writes-off the remaining carrying amount of the associated IPR&D intangible asset. IPR&D intangible assets are tested at least annually as of October 31st or when a triggering event occurs that could indicate a potential impairment and any impairment loss is recognized in the Company's consolidated statements of operations. See Note 10, *"Intangibles, Net and Goodwill"* to these consolidated financial statements for further details on impairment.

Contingencies

In the normal course of business, the Company is subject to loss contingencies, such as legal proceedings and claims arising out of its business, that cover a wide range of matters, including, among others, product and environmental liability. The Company records accruals for those loss contingencies when it is probable that a liability will be incurred and the amount of loss can be reasonably estimated. The Company does not recognize gain contingencies until realized.

Convertible Notes

The Company evaluates convertible notes to determine if those contracts or embedded components of those contracts qualify as derivatives to be separately accounted for. The change in fair value of any separately recognized derivative is recorded in the consolidated statement of operations as other income or expense. Upon conversion, exercise or cancellation of a derivative instrument, the instrument is marked to fair value at the date of conversion, exercise or cancellation.

Fair Values of Financial Instruments

The estimated fair values of the Company's financial instruments, including its cash and cash equivalents, accounts receivable, accounts payable and accrued expenses approximate the carrying values of these instruments due to their short term nature. The Company's long-term debt has triggering events that would impact the fair value of the instruments. The Company determined that no triggering event has occurred during the years ended December 31, 2024 and December 31, 2023. As of December 31, 2024 and 2023, the fair value of the Company's convertible debt was estimated to be approximately $765.3 million and $644.3 million, respectively, based on quoted market prices of these instruments and was classified as a Level 1 measurement within the fair value hierarchy. For more information on the fair value, see Note 4, *"Fair Value of Financial Instruments"* to these consolidated financial statements.

Contingent Consideration Liabilities

The estimated fair value of contingent consideration liabilities are initially measured and recorded on the acquisition date. The contingent consideration liabilities are considered to be Level 3 instruments and are reviewed quarterly, or whenever events or circumstances occur that indicate a change in fair value. The contingent consideration liabilities are recorded at fair value at the end of each reporting period with changes in estimated fair values recorded in general and administrative expenses in the consolidated statements of operations.

The estimated fair value is determined based on probability adjusted discounted cash flows and Monte Carlo simulation models that include significant estimates and assumptions pertaining to commercialization events and sales targets. The most significant unobservable inputs are the probabilities of achieving regulatory approval of the development projects and subsequent commercial success.

Significant changes in any of the probabilities of success would result in a significantly higher or lower fair value measurement. Significant changes in the probabilities as to the periods in which milestones will be achieved would result in a significantly lower or higher fair value measurement.

The Company's acquisitions accounted for as asset acquisitions may also include contingent consideration payments to be made for sales-based milestones, development and regulatory milestones. The Company assesses whether such contingent consideration meets the definition of a derivative. Contingent consideration payments in an asset acquisition not required to be accounted for as derivatives are recognized when the contingency is resolved, and the consideration is paid or becomes payable. Contingent consideration payments required to be accounted for as derivatives are recorded at fair value on the date of the acquisition and are subsequently remeasured to fair value at each reporting date. Upon recognition of the contingent consideration payment, the amount is included in the cost of the acquired asset or group of assets.

Derivative Instruments

The Company has used interest rate swaps to reduce the variability in cash flows associated with a portion of the Company's forecasted interest payments on its variable rate debt. To qualify for hedge accounting, the hedging instrument must be highly effective at reducing the risk from the exposure being hedged. Further, the Company must formally document the hedging relationship at inception and, on at least a quarterly basis, continually reevaluate the relationship to ensure it remains highly effective throughout the life of the hedge. The Company does not enter into derivative financial instruments for speculative or trading purposes.

Advertising and Promotion Costs

Advertising and promotion costs are expensed as incurred. During the years ended December 31, 2024, 2023 and 2022, the Company incurred $29.7 million, $26.0 million and $26.0 million, respectively in advertising and promotion costs, which are included in sales and marketing in the consolidated statements of operations.

Research and Development

Research and development costs are expensed as incurred and relate primarily to the development of new products to add to the Company's portfolio and costs related to its medical affairs and medical information functions. Nonrefundable advance payments for goods or services that will be used or rendered for future research and development activities are deferred and recognized as an expense as the goods are delivered or the related services are performed.

Foreign Currency

The consolidated statements of operations of the Company's foreign subsidiaries are translated into U.S. Dollars using weighted-average exchange rates. The net assets of the Company's foreign subsidiaries are translated into U.S. Dollars using the end of period exchange rates. The impact from translating the net assets of these subsidiaries at changing rates are recorded in the foreign currency translation adjustment account, which is included in accumulated other comprehensive loss in the consolidated balance sheets.

Remeasurement of the Company's foreign currency denominated transactions are included in net income. Transaction gains and losses are reported as a component of other (income) loss, net in the consolidated statements of operations.

Stock-Based Compensation

The Company's stock-based compensation cost is measured at the grant date of the stock-based award based on the fair value of the award and is recognized as expense over the requisite service period, which generally represents the vesting period, and includes an estimate of the awards that will be forfeited. The Company estimates the fair value of each stock-based award on its measurement date using either the current market price of the stock, the Black-Scholes option valuation model or the Monte Carlo simulation valuation model, whichever is most appropriate. The Black-Scholes and Monte Carlo simulation valuation models incorporate assumptions such as stock price volatility, the expected life of options or awards, a risk-free interest rate and dividend yield.

Expected volatility is based on the historical volatility of the Company's stock price. The risk-free interest rates are based on quoted U.S. Treasury rates for securities with maturities approximating the awards' expected lives. Expected lives are principally based on the Company's historical exercise experience with previously issued awards. The expected dividend yield is zero as the Company has never paid dividends and does not currently anticipate paying any in the foreseeable future.

Expense for performance restricted stock awards is recognized based upon the fair value of the awards on the date of grant and the number of shares expected to vest based on the terms of the underlying award agreement and the requisite service period(s).

Other (Income) Loss, Net

Other (income) loss, net consisted of the following:

	Year Ended December 31,		
(in thousands)	**2024**	**2023**	**2022**
Foreign currency losses	$ 733	$ 21	$ 256
Tax indemnification expense, net	(106)	4,943	9,554
Interest income	(36,838)	(19,638)	(2,613)
Interest rate swap termination	—	—	(5,494)
Gain on sale of RELISTOR licensed intangible asset associated with net sales royalties	—	(51,789)	—
Other	(1,020)	143	—
Total other (income) loss	$ (37,231)	$ (66,320)	$ 1,703

Comprehensive Income

Comprehensive income consists of net income and other gains and losses affecting stockholders' equity that, under U.S. GAAP, are excluded from net income. For the Company, other comprehensive income consists of foreign currency translation gains and losses, as well as realized gains and losses on cash flow hedges related to the Company's interest rate swaps. The accumulated other comprehensive loss balance consists entirely of foreign currency translation gains and losses and realized and unrealized gains and losses on outstanding cash flow hedges related to the Company's interest rate swaps.

Asset Retirement Obligations

The Company's compliance with federal, state, local and foreign environmental laws and regulations may require it to remove or mitigate the effects of the disposal or release of chemical substances in jurisdictions where it does business or maintains properties. The Company establishes accruals when those costs are legally obligated and can be reasonably estimated. Accrual amounts are estimated, which may include the assistance of third-party environmental specialists, and are based on currently available information, regulatory requirements, remediation strategies, historical experience, the relative shares of the total remediation costs, a relevant discount rate, and the time periods of when estimated costs can be reasonably predicted. Changes in these assumptions could impact the Company's future reported results.

The Company has production facilities which manufacture and process radioactive materials at its sites in North Billerica, Massachusetts and, through March 1, 2024, Somerset, New Jersey. The Company considers its legal obligation to remediate its facilities upon a decommissioning of its radioactive-related operations as an asset retirement obligation. The fair value of a liability for asset retirement obligations is recognized in the period in which the liability is incurred. The liability is measured at the present value of the obligation expected to be incurred and is adjusted in subsequent periods as accretion expense is recorded. The corresponding asset retirement costs are capitalized as part of the carrying values of the related long-lived assets and depreciated over the assets' useful lives.

The Company has identified conditional asset retirement obligations related to the future removal and disposal of asbestos contained in certain of the buildings located on the Company's North Billerica campus. The Company believes the asbestos is appropriately contained and it is compliant with all applicable environmental regulations. If these properties undergo major renovations or are demolished, certain environmental regulations are in place, which specify the manner in which asbestos must be handled and disposed. The Company is required to record the fair value of these conditional liabilities if they can be reasonably estimated. As of December 31, 2024 and 2023, sufficient information was not available to estimate a liability for such conditional asset retirement obligations as the obligations to remove the asbestos from these properties have indeterminable settlement dates. As such, no liability for conditional asset retirement obligations has been recorded in the accompanying consolidated balance sheets as of December 31, 2024 and 2023.

Self-Insurance Reserves

The Company's consolidated balance sheets at December 31, 2024 and 2023 include $2.8 million and $1.0 million of accrued liabilities associated with employee medical costs that are retained by the Company, respectively. The Company estimates the required liability of those claims on an undiscounted basis based upon various assumptions which include, but are not limited to, the Company's historical loss experience and projected loss development factors. The required liability is also subject to adjustment in the future based upon changes in claims experience, including changes in the number of incidents (frequency) and change in the ultimate cost per incident (severity).

Recent Accounting Pronouncements

Accounting Pronouncements Adopted During the Period

During the fourth quarter of 2024, the Company adopted Accounting Standard Update ("ASU") 2023-07, "*Segment Reporting (Topic 280): Improvements to Reportable Segment Disclosures,"* which was issued by the Financial Accounting Standards Board (the "FASB") in December 2023. ASU 2023-07 requires all public entities, including public entities with a single reportable segment, to provide in interim and annual periods one or more measures of segment profit or loss used by the chief operating decision maker to allocate resources and assess performance. Additionally, the standard requires disclosures of significant segment expenses and other segment items, as well as incremental qualitative disclosures. See Note 22, *"Segment Information"* to these consolidated financial statements for additional disclosures.

Accounting Pronouncements Not Yet Adopted

In November 2024, the FASB issued ASU 2024-04, *"Debt - Debt with Conversion and Other Options (Subtopic 470-20),"* which clarifies the requirements for determining whether certain settlements of convertible debt instruments should be accounted for as an induced conversion rather than as extinguishment of debt. The requirements of ASU 2024-04 are effective for the annual periods beginning after December 15, 2025, including interim periods within those fiscal years. Early adoption is permitted. For the Company, the requirements under ASU 2024-04 will be effective for its Quarterly Report on Form 10-Q for the first quarter 2026. The Company is currently in the process of evaluating the effects of this pronouncement on our consolidated financial results and related disclosures.

In November 2024, the FASB issued ASU 2024-03, *"Income Statement - Reporting Comprehensive Income - Expense Disaggregation Disclosures (Subtopic 220-40),"* and in January 2025, the FASB issued ASU 2025-01, *"Income Statement - Reporting Comprehensive Income - Expense Disaggregation Disclosures (Subtopic 220-40): Clarifying the Effective Date."* ASU 2024-03 requires additional income statement disclosures, including the disaggregation of specific categories of expenses underlying the line items presented on the income statement. Additionally, ASU 2024-03 requires enhanced disclosure of selling expenses. As clarified by ASU 2025-01, the requirements of the guidance are effective for annual periods beginning after December 15, 2026 and interim periods within fiscal years beginning after December 15, 2027. For the Company, annual reporting requirements under ASU 2024-03 will be effective for its Annual Report on Form 10-K for the year ending December 31, 2027 and interim reporting requirements will be effective beginning in the first quarter of 2028. Early adoption is permitted and the amendments should be applied on a prospective basis, however retrospective application is permitted. The Company is currently in the process of evaluating the effects of this pronouncement on our consolidated financial results and related disclosures.

In December 2023, the FASB also issued ASU 2023-09, *"Income Taxes (Topic 740): Improvements to Income Tax Disclosures,"* which requires enhanced income tax disclosures, including specific categories and disaggregation of information in the

effective tax rate reconciliation, disaggregated information related to income taxes paid, income or loss from continuing operations before income tax expense or benefit, and income tax expense or benefit from continuing operations. The requirements of the ASU are effective for annual periods beginning after December 15, 2024, with early adoption permitted. The Company is currently in the process of evaluating the impact of this pronouncement on our related disclosures.

3. Revenue from Contracts with Customers

Revenue Recognition

Revenue is recognized when a customer obtains control of promised goods or services. The amount of revenue recognized reflects the consideration to which the Company expects to be entitled to receive in exchange for these goods or services. To achieve this core principle, the Company applies the following five steps: (1) identify the contracts with a customer; (2) identify the performance obligations in the contract; (3) determine the transaction price; (4) allocate the transaction price to the performance obligations in the contract; and (5) recognize revenue when (or as) the Company satisfies a performance obligation.

Disaggregation of Revenue

The following table summarizes revenue by revenue source as follows:

	Year Ended December 31,		
Major Products/Service Lines (in thousands)	**2024**	**2023**	**2022**
Product revenue, net[1]	$ 1,524,782	$ 1,263,068	$ 887,038
License and royalty revenues[2]	9,128	33,361	48,023
Total revenues	$ 1,533,910	$ 1,296,429	$ 935,061

(1) The Company's product revenue includes PYLARIFY and DEFINITY, among other products. This category represents the delivery of physical goods. The Company applies the same revenue recognition policies and judgments for all of its principal products.

(2) The Company recognized $24.0 million license revenue in the first quarter of 2022 related to an agreement with Novartis Pharma AG.

The Company classifies its revenues into three product categories: Radiopharmaceutical Oncology, Precision Diagnostics, and Strategic Partnerships and Other Revenue. Radiopharmaceutical Oncology includes PYLARIFY and AZEDRA. In the first quarter of 2024, the Company discontinued the production of AZEDRA. Precision Diagnostics includes DEFINITY, TechneLite and other diagnostic imaging products. Strategic Partnerships and Other Revenue includes out-licensing arrangements and partnerships for the Company's biomarker solutions, digital solutions, and radiotherapeutic platforms, inclusive of two investigational late-stage diagnostic agents, MK-6240 and NAV-4694. On August 2, 2023, the Company sold the RELISTOR net sales royalty asset (the "RELISTOR royalty asset") under its license agreement with Bausch Health Companies, Inc. ("Bausch"); the Company retained the rights to future sales-based milestone payments. No sales-based milestone payment was earned in 2024. During the fourth quarter of 2023, the Company earned a sales-based milestone payment of $15.0 million.

On January 31, 2022, the Company entered into a global settlement agreement with Novartis Pharma AG ("Novartis"), Advanced Accelerator Applications USA, Inc., Endocyte, Inc. and their affiliates (the "Novartis Agreement") to settle certain disputes between the parties. Under the Novartis Agreement, Novartis agreed to make a lump sum payment to the Company, as well as to reimburse the Company for certain fees and expenses in connection with certain German litigation, and the Company agreed to license certain intellectual property to Novartis. In addition, the Company agreed to supply PYLARIFY for clinical purposes at an arms-length value which will be recorded revenue in the future as product is provided. In accordance with the Company's ASC 606, *"Revenue from Contracts with Customers"*, assessment, Novartis is considered to be a customer. The Company determined that the $24.0 million constituted a single element which was satisfied on the date of the execution of the Novartis Agreement. The Company determined that the license of intellectual property carried a fair value of $24.0 million. As such, the Company assigned the value to the fair value of the license, which constitutes the entire transaction price and does not require further allocation. The Company determined that the $24.0 million represented the point at which the licensee was able to use and benefit from the license and recognized revenue when the license was granted to Novartis upon execution of the Novartis Agreement. The Company recognized the $24.0 million fee as revenue on its consolidated statement of operations for the quarter ended March 31, 2022. The Company received the $24.0 million payment in April 2022.

Revenue by product category on a net basis is as follows:

(in thousands)	Year Ended December 31, 2024	2023	2022
PYLARIFY	$ 1,057,834	$ 851,303	$ 527,405
Other radiopharmaceutical oncology	384	3,130	4,102
Total radiopharmaceutical oncology	1,058,218	854,433	531,507
DEFINITY	317,792	279,768	244,993
TechneLite	95,487	87,370	88,864
Other precision diagnostics	24,231	22,980	22,825
Total precision diagnostics	437,510	390,118	356,682
Strategic Partnerships and other revenue	38,182	51,878	46,872
Total revenues	$ 1,533,910	$ 1,296,429	$ 935,061

Product Revenue, Net

The Company sells its products principally to hospitals, independent diagnostic testing facilities, and radiopharmacies. The Company considers customer purchase orders, which in some cases are governed by master sales or group purchasing organization agreements, to be the contracts with a customer.

For each contract, the Company considers the promise to transfer products, each of which is distinct, to be the identified performance obligations. In determining the transaction price, the Company evaluates whether the price is subject to refund or adjustment to determine the net consideration to which the Company expects to be entitled.

The Company typically invoices customers upon satisfaction of identified performance obligations. As the Company's standard payment terms are 30 to 60 days from invoicing, the Company has elected to use the significant financing component practical expedient.

The Company allocates the transaction price to each distinct product based on their relative standalone selling price. The product price as specified on the purchase order is considered the standalone selling price as it is an observable input which depicts the price as if sold to a similar customer in similar circumstances.

Revenue is recognized when control of the product is transferred to the customer (i.e., when the Company's performance obligation is satisfied), which typically occurs upon delivery to the customer. Further, in determining whether control has transferred, the Company considers if there is a present right to payment and legal title, along with risks and rewards of ownership having transferred to the customer.

Frequently, the Company receives orders for products to be delivered over multiple dates that may extend across several reporting periods. The Company invoices for each delivery upon shipment and recognizes revenues for each distinct product delivered, assuming transfer of control has occurred.

The Company generally does not separately charge customers for shipping and handling costs, but any shipping and handling costs charged to customers are included in product revenue, net. Taxes collected from customers relating to product sales and remitted to governmental authorities are excluded from revenues.

Variable Consideration

Revenues from product sales are recorded at the net sales price (transaction price), which includes estimates of variable consideration for which reserves are established for discounts, returns, rebates and allowances that are offered within contracts between the Company and its customers. These reserves are based on the amounts earned or to be claimed on the related sales and are classified as a current liability. Where appropriate, these estimates take into consideration a range of possible outcomes which are probability-weighted for relevant factors such as the Company's historical experience, current contractual and statutory requirements, specific known market events and trends, industry data and forecasted customer buying and payment patterns. Overall, these reserves reflect the Company's best estimates of the amount of consideration to which it is entitled based on the terms of the contract. The amount of variable consideration which is included in the transaction price may be constrained, and is included in the net sales price only to the extent that it is probable that a significant reversal in the amount of the cumulative revenue recognized will not occur in a future period. Actual amounts of consideration ultimately received may differ from the

Company's estimates. If actual results in the future vary from the Company's estimates, the Company adjusts these estimates, which would affect product revenue and earnings in the period such variances become known.

Rebates and Allowances: The Company provides certain customers with rebates and allowances that are explicitly stated in the Company's contracts and are recorded as a reduction of revenue in the period the related product revenue is recognized. The Company establishes a liability for such amounts, which is included in accrued expenses and other liabilities in the accompanying consolidated balance sheets. These rebates and allowances result from performance-based offers that are primarily based on attaining contractually specified sales volumes and administrative fees the Company is required to pay to group purchasing organizations. The Company estimates the amount of rebates and allowances that are explicitly stated in the Company's contracts based on a combination of actual purchases and an estimate of the customer's buying patterns.

Product Returns: The Company generally offers customers a limited right of return due to non-conforming product. The Company estimates the amount of its product sales that may be returned by its customers and records this estimate as a reduction of revenue in the period the related product revenue is recognized. The Company currently estimates product return liabilities using its historical product return information and considers other factors that it believes could significantly impact its expected returns, including product recalls. Reserves for product returns are not significant to the Company due to the nature of its products including radiopharmaceutical products with limited half-lives.

An analysis of the amount of, and change in, reserves is summarized as follows:

(in thousands)	Rebates and Allowances
Balance, January 1, 2023	$ 13,399
Provision related to current period revenues	32,308
Adjustments relating to prior period revenues	(453)
Payments or credits made during the period	(29,184)
Balance, December 31, 2023	16,070
Provision related to current period revenues	63,504
Payments or credits made during the period	(54,326)
Balance, December 31, 2024	$ 25,248

License and Royalty Revenues

The Company has entered into licensing agreements, under which it licenses certain rights to third parties. The terms of these arrangements typically include payment to the Company of one or more of the following: non-refundable, up-front license fees; development, regulatory and commercial milestone payments; and royalties on net sales of licensed products. The Company also has distribution licenses which are treated as combined performance obligations with the delivery of its products and are classified as product revenue, net.

In determining the appropriate amount of revenue to be recognized as it fulfills its obligations under each of its agreements, the Company performs the five-step approach stated earlier. The Company uses judgment in determining the number of performance obligations in a license agreement by assessing whether the license is distinct or should be combined with another performance obligation, as well as the nature of the license. As part of the accounting for these arrangements, the Company must develop assumptions that require judgment to determine the stand-alone selling price for each performance obligation identified in the contract. The Company uses key assumptions to determine the stand-alone selling price, which may include market conditions, reimbursement rates for personnel costs, development timelines and probabilities of regulatory success.

Licenses of intellectual property: If the license to the Company's intellectual property is determined to be distinct from the other performance obligations identified in the arrangement, the Company recognizes revenues from non-refundable, up-front fees allocated to the license when the license is transferred to the customer and the customer is able to use and benefit from the license. For licenses that are bundled with other promises, the Company utilizes judgment to assess the nature of the combined performance obligation to determine whether the combined performance obligation is satisfied over time or at a point in time and, if over time, the appropriate method of measuring progress for purposes of recognizing revenue from non-refundable, up-front fees. The Company evaluates the measure of progress each reporting period and, if necessary, adjusts the measure of performance and related revenue recognition.

Milestone Payments: At the inception of each arrangement that includes development or sales milestone payments, the Company evaluates whether the milestones are considered probable of being reached and estimates the amount to be included in

the transaction price using the most likely amount method. If it is probable that a significant revenue reversal would not occur, the associated milestone value is included in the transaction price. Milestone payments that are outside the control of the Company or the licensee, such as regulatory approvals, are not considered probable of being achieved until those approvals are received. The transaction price is then allocated to each performance obligation on a relative stand-alone selling price basis, for which the Company recognizes revenue as or when the performance obligations under the contract are satisfied. At the end of each subsequent reporting period, the Company re-evaluates the probability of achievement of such milestones and any related constraint, and if necessary, adjusts its estimate of the overall transaction price. Any such adjustments are recorded on a cumulative catch-up basis, which would affect license and royalty revenues and earnings in the period of adjustment. At December 31, 2024, the variable consideration for the milestone payments is constrained and is excluded from contract price until the milestone is achieved by the customer.

Royalty Revenues: For arrangements that include sales-based royalties, including milestone payments based on the level of sales, and the license is deemed to be the predominant item to which the royalties relate, the Company recognizes revenue at the later of (i) when the related sales occur, or (ii) when the performance obligation to which some or all of the royalty has been allocated has been satisfied (or partially satisfied).

Contract Costs

The Company recognizes an asset for incremental costs of obtaining a contract with a customer if it expects to recover those costs. The Company's sales incentive compensation plans qualify for capitalization since these plans are directly related to sales achieved during a period of time. However, the Company has elected the practical expedient to expense the costs as they are incurred, within sales and marketing expenses, since the amortization period is less than one year.

The Company recognized certain revenues as follows:

	Year Ended December 31,	
(in thousands)	**2024**	**2023**
Amounts included in the contract liability at the beginning of the period	$ 447	$ 682

The Company did not record any revenue related to performance obligations satisfied (or partially satisfied) in previous periods during the years ended December 31, 2024 and 2023.

The Company's performance obligations are typically part of contracts that have an original expected duration of one year or less. As such, the Company is not disclosing the aggregate amount of the transaction price allocated to performance obligations that are unsatisfied (or partially satisfied) as of the end of the reporting period.

4. Fair Value of Financial Instruments

Fair value is defined as the price that would be received to sell an asset or paid to transfer a liability in an orderly transaction between market participants at the measurement date. In order to increase consistency and comparability of fair value measurements, financial instruments are categorized based on a hierarchy that prioritizes observable and unobservable inputs used to measure fair value into three broad levels, which are described below:

- *Level 1* — Inputs are unadjusted quoted prices in active markets for identical assets or liabilities that the Company has the ability to access at the measurement date.
- *Level 2* — Inputs include quoted prices for similar assets and liabilities in active markets, quoted prices for identical or similar assets or liabilities in markets that are not active, inputs other than quoted prices that are observable for the asset or liability (i.e., interest rates, yield curves, etc.) and inputs that are derived principally from or corroborated by observable market data by correlation or other means (market corroborated inputs).
- *Level 3* — Unobservable inputs that reflect a Company's estimates about the assumptions that market participants would use in pricing the asset or liability. The Company develops these inputs based on the best information available, including its own data.

The Company's financial assets and liabilities measured at fair value on a recurring basis consist of money market funds, interest rate swaps, contingent consideration liabilities and equity investments. The Company invests excess cash from its operating cash accounts in overnight investments and reflects these amounts in cash and cash equivalents in the consolidated balance sheets at fair value using quoted prices in active markets for identical assets. The fair value of the interest rate swaps is determined based on observable market-based inputs, including interest rate curves and reflects the contractual terms of these instruments, including the period to maturity. Please refer to Note 13, *"Derivative Instruments,"* to these consolidated financial statements for further details on the interest rate swaps. Investment in equity securities resulting from the Perspective Therapeutics, Inc. ("Perspective") and Radiopharm Theranostics Limited ("Radiopharm") strategic agreements were recorded at fair value by the Company and are adjusted for price changes observable in the market each quarter. The Company recorded the contingent consideration liabilities resulting from the Progenics Acquisition at fair value based on inputs that are not observable in the market.

The tables below present information about the Company's assets and liabilities measured at fair value on a recurring basis:

	December 31, 2024			
(in thousands)	**Total Fair Value**	**Level 1**	**Level 2**	**Level 3**
Assets:				
Money market funds	$ 682,209	$ 682,209	$ —	$ —
Investment securities	39,489	39,489	—	—
Total assets	$ 721,698	$ 721,698	$ —	$ —
Liabilities:				
Contingent consideration liabilities	$ —	$ —	$ —	$ —
Total liabilities	$ —	$ —	$ —	$ —

	December 31, 2023			
(in thousands)	**Total Fair Value**	**Level 1**	**Level 2**	**Level 3**
Assets:				
Money market funds	$ 574,131	$ 574,131	$ —	$ —
Total assets	$ 574,131	$ 574,131	$ —	$ —
Liabilities:				
Contingent consideration liabilities	$ 2,700	$ —	$ —	$ 2,700
Total liabilities	$ 2,700	$ —	$ —	$ 2,700

During the years ended December 31, 2024 and 2023, there were no transfers into or out of Level 3.

Perspective Therapeutics, Inc. Equity Securities

At December 31, 2024, the Company held 11,677,339 shares of Perspective common stock ("Perspective Shares"). The Company accounts for its investment in Perspective Shares as an equity investment with a readily determinable fair value, as the securities are publicly traded on the New York Stock Exchange ("NYSE"). The fair value of the equity securities is based on the closing price of the Perspective Shares on the NYSE at the end of the fiscal period and is classified within Level 1 of the fair value hierarchy because the equity securities are valued using quoted market prices. The fair value of the Perspective Shares as of December 31, 2024 was approximately $37.3 million based on a closing market price of $3.19 per share on December 31, 2024, resulting in an unrealized loss of $41.0 million for the year ended December 31, 2024. See Note 21, *"Acquisition of Assets"* to these consolidated financial statements for further discussion of the Perspective transaction.

Radiopharm Theranostics Limited Equity Securities

At December 31, 2024, the Company held 149,625,180 shares of Radiopharm common stock ("Radiopharm Shares"). The Company accounts for its investment in Radiopharm Shares as an equity investment with a readily determinable fair value, as the securities are publicly traded on the Australian Stock Exchange ("ASX"). The fair value of the equity securities is based on the closing price of the Radiopharm Shares on the ASX at the end of the fiscal period and is classified within Level 1 of the fair value hierarchy because the equity securities are valued using quoted market prices. The fair value of the Radiopharm Shares as of December 31, 2024 was approximately $2.2 million based on the converted closing market price of approximately $0.01 per share on December 31, 2024, resulting in an unrealized loss on equity securities of $2.6 million for the year ended December 31, 2024. See Note 21, *"Acquisition of Assets"* to these consolidated financial statements for further discussion of the Radiopharm transaction.

Contingent Consideration

The Company assumed contingent consideration liabilities related to a previous acquisition completed by Progenics in 2013 ("2013 Acquisition"). These contingent consideration liabilities include potential payments of up to $70.0 million if the Company attains certain net sales targets primarily for AZEDRA and 1095 (also known as 131 I-MIP-1095) and a $5.0 million 1095 commercialization milestone. Additionally, there is a potential payment of up to $10.0 million for a commercialization milestone related to a prostate cancer product candidate the Company refers to as "1404" that was out-licensed to ROTOP Pharmaka GmbH. The Company's total potential payments related to the 2013 Acquisition are approximately $85.0 million. The Company considers the contingent consideration liabilities relating to the 2013 Acquisition each a Level 3 instrument (one with significant unobservable inputs) in the fair value hierarchy. The estimated fair value of these was determined based on probability adjusted discounted cash flows and Monte Carlo simulation models that included significant estimates and assumptions pertaining to commercialization events and sales targets. The most significant unobservable inputs with respect to 1095 and 1404 are the probabilities of achieving regulatory approval of those development projects and subsequent commercial success.

Significant changes in any of the probabilities of success, the probabilities as to the periods in which sales targets and milestones will be achieved, discount rates or underlying revenue forecasts would result in a significantly higher or lower fair value measurement. The Company records the contingent consideration liability at fair value with changes in estimated fair values recorded in general and administrative expenses in the consolidated statements of operations. The Company can give no assurance that the actual amounts paid, if any, in connection with the contingent consideration liabilities will be consistent with any recurring fair value estimate of such contingent consideration liabilities.

The following tables summarize quantitative information and assumptions pertaining to the fair value measurement of liabilities using Level 3 inputs as of December 31, 2024 and 2023.

(in thousands)	Fair Value as of December 31, 2024	Fair Value as of December 31, 2023	Valuation Technique	Unobservable Input	Assumptions December 31, 2024	Assumptions December 31, 2023
Contingent consideration liability:						
1095 commercialization milestone	$ —	$ 1,800	Probability adjusted discounted cash flow model			
				Period of expected milestone achievement	N/A	2026
				Probability of success	— %	40 %
				Discount rate	N/A	4.1 %
Net sales targets – AZEDRA and 1095	—	900	Monte Carlo simulation			
				Probability of success and sales targets	— %	0% - 40%
				Discount rate	N/A	15 %
Total	$ —	$ 2,700				

For those financial instruments with significant Level 3 inputs, the following table summarizes the activities for the periods indicated:

(in thousands)	Financial Liabilities Years Ended December 31, 2024	Financial Liabilities Years Ended December 31, 2023
Fair value, beginning of period	$ 2,700	$ 111,600
Changes in fair value included in net income	(1,194)	(9,275)
Gain on partial buyout of 2013 Milestone Rights	(1,505)	—
Cash Payments	(1)	(99,625)
Fair value, end of period	$ —	$ 2,700

The change in fair value of the contingent financial liabilities resulted in a decrease of general and administrative expense of $1.2 million for the year ended December 31, 2024. In August 2024, the Company entered into a bill of sale with the holder of a significant portion of the contingent milestone rights related to the 2013 Acquisition (the “2013 Milestone Rights”) to transfer the holder’s portion of the 2013 Milestone Rights back to the Company for $1,000. This buyout resulted in a $1.5 million decrease in general and administrative expense during 2024 due to the reduction in outstanding 2013 Milestone Rights.

5. Income Taxes

The components of income before income taxes consists of the following:

	Year Ended December 31,		
(in thousands)	**2024**	**2023**	**2022**
U.S.	$ 429,899	$ 410,326	$ 29,012
International	1,078	617	(2,293)
Income before income taxes	$ 430,977	$ 410,943	$ 26,719

The Company's income tax expense (benefit) consists of the following:

	Year Ended December 31,		
(in thousands)	**2024**	**2023**	**2022**
Current			
Federal	$ 114,645	$ 110,108	$ 42,532
State	33,919	29,806	4,302
International	—	—	(166)
	148,564	139,914	46,668
Deferred			
Federal	(26,960)	(45,252)	(39,920)
State	(3,657)	(10,739)	(8,315)
International	588	359	219
	(30,029)	(55,632)	(48,016)
Income tax expense (benefit)	$ 118,535	$ 84,282	$ (1,348)

The reconciliation of income taxes at the U.S. federal statutory rate to the income tax expense (benefit) is as follows:

	Year Ended December 31,		
(in thousands)	**2024**	**2023**	**2022**
U.S. statutory rate	$ 90,506	$ 86,298	$ 5,611
Permanent items	(413)	1,042	2,309
Sale of RELISTOR licensed intangible asset associated with net sales royalties	—	(10,817)	—
Section 162(m)	407	307	247
Uncertain tax positions	2,466	(5,045)	(12,629)
Tax credits	(5,247)	(2,118)	(4,085)
State and local taxes	21,724	18,726	67
Impact on deferred taxes of change in tax rate	(970)	(330)	4,169
Changes in fair value of contingent assets and liabilities	(567)	(1,948)	5,422
Foreign tax rate differential	66	128	68
Valuation allowance	12,123	(4)	(30)
Stock compensation	(206)	(3,941)	(4,612)
Change in indemnification deferred tax asset	(28)	1,240	2,343
Other	(1,326)	744	(228)
Income tax expense (benefit)	$ 118,535	$ 84,282	$ (1,348)

The components of deferred income tax assets (liabilities) are as follows:

(in thousands)	December 31, 2024	December 31, 2023
Deferred Tax Assets		
Federal benefit of state taxes payable	$ 867	$ 263
Reserves, accruals and other	30,382	18,923
Capitalized research and development	29,799	17,142
Stock compensation	13,876	9,266
Unrealized loss on investments	10,707	—
Intangible assets	33,771	25,214
Net operating loss carryforwards	71,502	80,184
Lease liability	14,100	14,365
Deferred tax assets	205,004	165,357
Deferred Tax Liabilities		
Right-of-use asset	(9,241)	(11,543)
Depreciation	(9,881)	—
Deferred tax liability	(19,122)	(11,543)
Less: valuation allowance	(15,649)	(3,616)
	$ 170,233	$ 150,198
Recorded in the accompanying consolidated balance sheets as:		
Noncurrent deferred tax assets, net	$ 170,233	$ 150,198

The Company regularly assesses its ability to realize its deferred tax assets. Assessing the realizability of deferred tax assets requires significant management judgment. In determining whether its deferred tax assets are more-likely-than-not realizable, the Company evaluated all available positive and negative evidence. As of December 31, 2024 and 2023, the Company maintains a valuation allowance of $15.6 million and $3.6 million, respectively. The amount in 2024 primarily related to unrealized losses incurred during the year on its investment in equity securities and to net deferred tax assets of certain of the Company's foreign subsidiaries. The 2023 amount only relates to the net deferred tax assets of certain of the Company's foreign subsidiaries.

Utilization of net operating loss carryforwards and research and development credit carryforwards may be subject to a substantial annual limitation due to ownership change limitations that could occur in the future in accordance with Section 382 of the Internal Revenue Code of 1986 ("IRC Section 382") and with Section 383 of the Internal Revenue Code of 1986, as well as similar state provisions. These ownership changes may limit the amount of net operating loss carryforwards and research and development credit carryforwards that can be utilized annually to offset future taxable income and taxes, respectively. In general, an ownership change, as defined by IRC Section 382, results from transactions which impact the ownership of certain stockholders or public groups in the stock of a corporation by more than 50 percentage points over a three-year period.

At December 31, 2024, the Company had U.S. federal net operating loss carryforwards of approximately $269.9 million, $128.1 million of which will expire between 2027 and 2037, and $141.8 million of which can be carried forward indefinitely. The Company has foreign net operating losses of $29.0 million and $4.3 million which expire in 2035 and $24.7 million of which can be carried forward indefinitely. The Company's state net operating losses are $9.1 million on a tax-effected basis, which will expire between 2025 and 2044. The Company has state research credit carryforwards of $2.1 million, which will expire between 2026 and 2039.

The Company's U.S. federal income tax returns are subject to examination for three years after the filing date of the return. The state and foreign income tax returns are subject to examination for periods varying from three to four years after filing, depending on the specific jurisdiction's statutes of limitation, and in the case of Sweden, up to six years after the end of the financial year.

A reconciliation of the Company's changes in uncertain tax positions for 2024 and 2023 is as follows:

(in thousands)	Amount
Balance of uncertain tax positions as of January 1, 2022	$ 3,658
Additions related to current year tax positions	—
Reductions related to prior year tax positions	(1,180)
Settlements	(306)
Lapse of statute of limitations	(692)
Balance of uncertain tax positions as of December 31, 2022	1,480
Additions related to current year tax positions	3,749
Reductions related to prior year tax positions	(688)
Settlements	(442)
Lapse of statute of limitations	—
Balance of uncertain tax positions as of December 31, 2023	4,099
Additions related to current year tax positions	948
Additions related to prior year tax positions	2,694
Reductions related to prior year tax positions	(3)
Settlements	(118)
Lapse of statute of limitations	—
Balance of uncertain tax positions as of December 31, 2024	$ 7,620

In connection with the Company's acquisition of the medical imaging business from Bristol Myers Squibb ("BMS") in 2008, the Company recorded a liability for uncertain tax positions related to the acquired business and simultaneously entered into an indemnification agreement with BMS for any payments made to settle those uncertain tax positions with the taxing authorities.

In accordance with the Company's accounting policy, the change in the tax liability, penalties and interest associated with these obligations (net of any offsetting federal or state benefit) is recognized within income tax expense. As these reserves change, adjustments are included in income tax expense while the offsetting adjustment is included in other income. Assuming that the receivable from BMS continues to be considered recoverable by the Company, there will be no effect on net income and no net cash outflows related to these liabilities. Included in other (income) loss for the years ended December 31, 2024, 2023 and 2022, is tax indemnification (income) expense, net of ($0.1) million, $4.9 million and $9.6 million, respectively.

As of December 31, 2024 and 2023, total liabilities for uncertain tax positions including interest and penalties were $9.4 million and $5.4 million, respectively, consisting of uncertain tax positions of $7.6 million and $4.1 million, respectively, interest accruals of $1.8 million and $1.3 million, respectively, and no penalty accruals as of December 31, 2024 and 2023. The increase in uncertain tax positions during the year ended December 31, 2024 was primarily related to state tax uncertainties. As of December 31, 2024, $1.4 million, $7.3 million, and $0.7 million of these liabilities were recorded in current liabilities, other long-term liabilities, and as a reduction of deferred tax assets, respectively. As of December 31, 2023, $1.3 million, $3.2 million and $0.9 million of these liabilities were recorded in current liabilities, other long-term liabilities, and as a reduction of deferred tax assets, respectively. Included in the 2024 tax provision are expenses of $2.5 million, primarily related to state tax position. Included in the 2023 and 2022 tax provision are benefits of $5.0 million and $12.6 million, respectively, relating to reversals of uncertain tax positions recognized upon settlements, effective settlements, or lapses of relevant statutes of limitation, partially offset by interest accruals. As of December 31, 2024, the Company has $5.7 million of unrecognized tax benefits which would impact the effective tax rate if recognized.

6. Inventory

Inventory consisted of the following:

(in thousands)	December 31, 2024	December 31, 2023
Raw materials	$ 29,080	$ 31,259
Work in process	15,870	13,807
Finished goods	23,075	18,963
Total inventory	$ 68,025	$ 64,029

The Company has no inventory pending regulatory approval as of December 31, 2024 and 2023. The majority of the value of the inventory relates to non-radioactive products. With respect to the Company's products that are radiopharmaceuticals, due to the limited shelf life of such products, they are generally not held as finished goods.

7. Property, Plant and Equipment, Net

Property, plant and equipment, net, consisted of the following:

(in thousands)	December 31, 2024	December 31, 2023
Land	$ 9,480	$ 9,480
Buildings	85,523	73,441
Machinery, equipment and fixtures	114,357	102,576
Computer software	48,702	27,259
Construction in progress	27,498	40,964
	285,560	253,720
Less: accumulated depreciation and amortization	(108,762)	(107,023)
Total property, plant and equipment, net	$ 176,798	$ 146,697

Depreciation and amortization expense related to property, plant & equipment, net, was $20.4 million, $13.2 million and $13.7 million for the years ended December 31, 2024, 2023 and 2022, respectively.

The Company tests long-lived assets for recoverability whenever events or changes in circumstances suggest that the carrying value of an asset or group of assets may not be recoverable.

During 2023, as a result of a decline in expected future cash flows related to the AZEDRA marketed intangible asset, the Company determined certain impairment triggers had occurred. Subsequently, in 2023, the Company discontinued the production and promotion of AZEDRA and decided to wind down its facility at 110 Clyde Rd, Somerset, New Jersey (the "Somerset Facility"). The Company reviewed revised undiscounted cash flows that were estimated to be generated by the asset group as of June 30, 2023. Based on the undiscounted cash flow analysis, the Company determined that the asset group had net carrying values that exceeded their estimated undiscounted future cash flows. The Company then estimated the fair value of the asset group based on their discounted cash flows. The carrying value exceeded the fair value and as a result, the Company recorded a noncash impairment of $6.0 million during 2023 in cost of goods sold in the consolidated statement of operations.

On January 8, 2024, the Company entered into an agreement with Perspective to transfer the sublease for the Somerset Facility and sold the associated assets at the Somerset Facility for $8.0 million. The transfer of the sublease and completion of the asset sale occurred on March 1, 2024. The sale of assets resulted in a derecognition to the right-of-use asset of $0.4 million, the lease liability of $0.4 million and remaining property, plant and equipment of $0.8 million. The Company also incurred commission expense of $1.0 million related to the transaction. The Company recorded a gain on sale of assets of $6.3 million for the year ended December 31, 2024.

8. Sale of Portion of North Billerica Facility

During the first quarter of 2023, the Company committed to a plan to sell a then-unused portion of its land and buildings associated with its North Billerica campus. Effective March 16, 2023, the Company entered into a purchase and sale agreement with a prospective buyer and the sale of that portion of the North Billerica campus was completed in December 2024. The assets were

classified as held for sale and comprised entirely of property, plant and equipment, net. The Company determined that the fair value of the net assets being sold exceeded the carrying value as of September 30, 2023. The purchase price for the sold portion of the North Billerica campus was $9.8 million in cash. As a result of the sale on December 10, 2024, the Company recorded a gain on sale of assets of $2.1 million in their consolidated statements of operations for the year ended December 31, 2024.

9. Asset Retirement Obligations

The Company considers its legal obligation to remediate its facilities upon a decommissioning of its radioactive-related operations as an asset retirement obligation. The Company has production facilities which manufacture and process radioactive materials at its sites in North Billerica, Massachusetts and, through March 1, 2024, Somerset, New Jersey. As of December 31, 2024, the asset retirement liability is measured at the present value of the asset retirement liability expected to be incurred, and is approximately $25.1 million.

The following table provides a summary of the changes in the Company's carrying value of asset retirement obligations:

(in thousands)	Amount
Balance, January 1, 2023	$ 22,543
Accretion expense	373
Balance, December 31, 2023	22,916
Accretion expense	428
Balance, December 31, 2024	$ 23,344

The Company is required to provide the Massachusetts Department of Public Health financial assurance demonstrating the Company's ability to fund the decommissioning and decontaminating of its North Billerica, Massachusetts facility in the event of any closure. The Company has provided this financial assurance in the form of a $30.3 million surety bond.

10. Intangibles, Net and Goodwill

Intangibles, net, consisted of the following:

			December 31, 2024		
(in thousands)	Useful Lives (in years)	Amortization Method	Cost	Accumulated Amortization	Net
Trademarks	15 – 25	Straight-Line	$ 13,540	$ (12,363)	$ 1,177
Customer relationships	15 – 25	Accelerated	157,742	(136,647)	21,095
Currently marketed product	9 – 15	Straight-Line	132,800	(53,033)	79,767
Licenses	11 – 16	Straight-Line	22,233	(13,203)	9,030
Developed technology	9	Straight-Line	55,982	(5,290)	50,692
Total			$ 382,297	$ (220,536)	$ 161,761

			December 31, 2023		
(in thousands)	Useful Lives (in years)	Amortization Method	Cost	Accumulated Amortization	Net
Trademarks	15 – 25	Straight-Line	$ 13,540	$ (12,216)	$ 1,324
Customer relationships	15 – 25	Accelerated	157,995	(117,574)	40,421
Currently marketed product	9 – 15	Straight-Line	132,800	(38,277)	94,523
Licenses	11 – 16	Straight-Line	22,233	(7,972)	14,261
Developed technology	9	Straight-Line	2,400	(944)	1,456
Total			$ 328,968	$ (176,983)	$ 151,985

The Company recorded amortization expense for its intangible assets of $43.8 million, $46.4 million and $33.2 million for the years ended December 31, 2024, 2023 and 2022, respectively.

In March 2023, the Company stopped all development activities in relation to a future indication associated with AZEDRA, which was classified as an IPR&D intangible asset. The asset group, which consisted of the IPR&D asset and a currently marketed product (the "AZEDRA intangible asset group"), was assessed for impairment. The Company considered several factors in estimating the future projections of revenues and cash flows of the AZEDRA intangible asset group as part of the impairment testing. The Company concluded that the carrying amount exceeded the fair value of the AZEDRA intangible asset group, which had no value. The Company recorded a non-cash impairment charge of $15.6 million in research and development expenses relating to the IPR&D asset and $116.4 million in cost of goods sold relating to the currently marketed indication of AZEDRA in the consolidated statement of operations for the quarter ended March 31, 2023.

On August 2, 2023, the Company sold the right to its RELISTOR royalty asset under its license agreement with Bausch; the Company retained the rights to future sales-based milestone payments. The Company received an initial payment of approximately $98.0 million in connection with the sale and has the right to receive an additional payment from the buyer of $5.0 million if worldwide net sales of RELISTOR in 2025 exceed a specified threshold. The additional payment would be recognized upon achievement of the specified threshold. Decreases of $63.6 million of license assets and $17.5 million of associated accumulated amortization, as well as a gain of $51.8 million were recorded as a result of the sale. No sales-based milestone payment was earned in 2024. During the fourth quarter of 2023, the Company earned a sales-based milestone payment of $15.0 million.

On August 15, 2023, the Company announced that it would discontinue the production and promotion of AZEDRA and would be winding down its Somerset Facility. The Company continued manufacturing AZEDRA until the first quarter of 2024 to provide doses of AZEDRA to then-current patients so they could complete their treatment regimen. No AZEDRA was manufactured after March 1, 2024, when the Company transferred the tangible assets and associated lease of its Somerset Facility to Perspective. See Note 7, *"Property, Plant and Equipment, Net"* to these consolidated financial statements for impairment analysis.

In February 2023, the Company entered into an agreement with the stockholders of Cerveau Technologies, Inc. ("Cerveau") to purchase all of the outstanding capital stock of Cerveau for approximately $35.3 million. In May 2023, upon successful completion of a technology transfer, the Company paid $10.0 million to the selling stockholders of Cerveau. This additional contingent payment was capitalized as part of the asset cost and increased the Company's customer relationship intangible assets. See Note 21, *"Acquisition of Assets"* to these consolidated financial statements for further discussion of the Company's acquisition of Cerveau.

In June 2024, the Company entered into an agreement with the stockholders of Meilleur ("Meilleur Stockholders") to purchase all of the outstanding capital stock of Meilleur (which holds the rights under a license agreement to develop and commercialize NAV-4694) for approximately $32.9 million. The Company recorded a developed technology intangible asset of $40.3 million as a result of the purchase price and the specific assets and liabilities of Meilleur that were acquired as part of the asset acquisition based on their value at the agreed upon closing date. In August 2024, upon successful completion of a technology transfer, the Company paid $10.0 million to the Meilleur Stockholders. This additional contingent payment was capitalized as part of the asset cost and increased the total value of the Company's developed technology intangible assets. See Note 21, *"Acquisition of Assets"* to these consolidated financial statements for further discussion of the acquisition of Meilleur.

The below table summarizes the estimated aggregate amortization expense expected to be recognized on the above intangible assets:

(in thousands)	**Amount**
2025	$ 32,063
2026	32,861
2027	27,335
2028	23,849
2029	23,691
2030 and thereafter	21,962
Total	$ 161,761

11. Accrued Expenses and Other Liabilities and Other Long-Term Liabilities

Accrued expenses and other liabilities and other long-term liabilities are comprised of the following:

	December 31,	
(in thousands)	**2024**	**2023**
Compensation and benefits	$ 48,263	$ 36,331
Freight, distribution and operations	85,966	67,529
Accrued rebates, discounts and chargebacks	25,248	16,070
Accrued research and development expenses	13,219	3,258
Accrued professional fees	20,308	10,244
Other	11,988	11,906
Total accrued expenses and other liabilities	$ 204,992	$ 145,338
Operating lease liabilities (Note 16)	$ 53,185	$ 54,453
Long-term contingent liability (Note 4)	—	2,700
Other long-term liabilities	9,995	6,168
Total other long-term liabilities	$ 63,180	$ 63,321

12. Long-Term Debt, Net, and Other Borrowings

As of December 31, 2024, the Company's maturities of principal obligations under its long-term debt and other borrowings are as follows:

(in thousands)	**December 31, 2024**	**December 31, 2023**
Principal amount 2.625% Convertible Senior Notes due 2027	$ 575,000	$ 575,000
Unamortized debt issuance costs	(10,392)	(13,955)
Finance lease liabilities	1,645	1,448
Total	566,253	562,493
Less: current portion of long-term debt and other borrowings	(974)	(823)
Total long-term debt, net, and other borrowings	$ 565,279	$ 561,670

2022 Revolving Facility

In December 2024, the Company entered into an amendment to its $350.0 million five-year revolving credit facility, which, among other things, increased the facility from $350.0 million to $750.0 million (as amended, the "2022 Revolving Facility") and extended the maturity date from December 2, 2027 to December 19, 2029. Under the terms of the 2022 Revolving Facility, the lenders are committed to extending credit to the Company from time to time consisting of revolving loans (the "Revolving Loans") in an aggregate principal amount not to exceed $750.0 million (the "Revolving Commitment") at any time, including a $40.0 million sub-facility for the issuance of letters of credit (the "Letters of Credit") and a $20.0 million sub-facility for swingline loans (the "Swingline Loans"). The Revolving Loans, Letters of Credit, and the Swingline Loans, if used, are expected to be used for working capital and for other general corporate purposes.

The Revolving Loans bear interest, with pricing based from time to time at the Company's election, at (i) the secured overnight financing rate as published by the Federal Reserve Bank of New York on its website plus an applicable margin that ranges from 1.25% to 2.00% based on the Company's total net leverage ratio or (ii) the alternative base rate plus an applicable margin that ranges from 0.25% to 1.00%, in either case, based on the Company's total net leverage ratio. The 2022 Revolving Facility also includes an unused commitment fee at a rate ranging from 0.15% to 0.30% per annum based on the Company's total net leverage ratio. Interest associated with the unused commitment is recorded to accrued expenses and other liabilities on the consolidated balance sheet and paid out on a quarterly basis.

The Company is permitted to voluntarily prepay the Revolving Loans, in whole or in part, or reduce or terminate the Revolving Commitment, in each case, without premium or penalty. On any business day on which the total amount of outstanding Revolving Loans, Letters of Credit and Swingline Loans exceeds the total Revolving Commitment, the Company must prepay the Revolving Loans in an amount equal to such excess. The Company is not required to make mandatory prepayments under the 2022 Revolving Facility. As of December 31, 2024, there were no outstanding borrowings under the 2022 Revolving Facility.

The Company has the right to request an increase to the Revolving Commitment in an aggregate principal amount of up to the greater of the sum of $685.0 million (so that the total amount available is $1.44 billion) or 100% of consolidated earnings before interest, taxes, depreciation and amortization for the four consecutive fiscal quarters most recently ended, plus additional amounts in certain circumstances (collectively, the "Incremental Cap"), minus certain incremental term loans made pursuant to specified incremental term loan commitments ("Incremental Term Loans"). The Company has the right to request Incremental Term Loans in an aggregate principal amount of up to the Incremental Cap less any incremental increases to the Revolving Commitment. Proceeds of Incremental Term Loans may be used for working capital and for other general corporate purposes and will bear interest at rates agreed between the Company and the lenders providing the Incremental Term Loans.

2022 Revolving Facility Covenants

The 2022 Revolving Facility contains a number of affirmative, negative and reporting covenants, as well as financial maintenance covenants pursuant to which the Company is required to be in quarterly compliance, measured on a trailing four quarter basis, with two financial covenants. The minimum interest coverage ratio must be at least 3.00 to 1.00. The maximum total net leverage ratio permitted by the financial covenant is 3.50 to 1.00, other than in connection with certain acquisitions, in which case, the maximum total net leverage ratio permitted can be increased to 4.00 to 1.00.

The 2022 Revolving Facility contains usual and customary restrictions on the ability of the Company and its subsidiaries to: (i) incur additional indebtedness (ii) create liens; (iii) consolidate, merge, sell or otherwise dispose of all or substantially all of its assets; (iv) sell certain assets; (v) pay dividends on, repurchase or make distributions in respect of capital stock or make other restricted payments; (vi) make certain investments; (vii) repay subordinated indebtedness prior to stated maturity; and (viii) enter into certain transactions with its affiliates.

Upon an event of default, the Administrative Agent will have the right to declare the loans and other obligations outstanding under the 2022 Revolving Facility immediately due and payable and all commitments immediately terminated.

The 2022 Revolving Facility is guaranteed by Lantheus Holdings, and certain subsidiaries of LMI, including Progenics and Lantheus Real Estate, and obligations under the 2022 Revolving Facility are generally secured by first priority liens over substantially all of the assets of each of LMI, Lantheus Holdings, and certain subsidiaries of LMI, including Progenics and Lantheus MI Real Estate (subject to customary exclusions set forth in the transaction documents) owned as of December 2, 2022 or thereafter acquired.

2.625% Convertible Senior Notes due 2027

On December 8, 2022, the Company issued $575.0 million in aggregate principal amount of 2.625% Convertible Senior Notes due 2027 (the "Notes"), which includes $75.0 million in aggregate principal amount of Notes sold pursuant to the full exercise of the initial purchasers' option to purchase additional Notes. The Notes were issued under an indenture, dated as of December 8, 2022 (the "Indenture"), among the Company, LMI (the "Guarantor"), a wholly owned subsidiary of the Company, as Guarantor, and U.S. Bank Trust Company, National Association, as Trustee. The net proceeds from the issuance of the Notes were approximately $557.8 million after deducting the initial purchasers' discounts and offering expenses payable by the Company.

The Notes are senior unsecured obligations of the Company. The Notes are fully and unconditionally guaranteed on a senior unsecured basis by the Guarantor. The Notes bear interest at a rate of 2.625% per year, payable semi-annually in arrears on June 15 and December 15 of each year, beginning on June 15, 2023, and will mature on December 15, 2027 unless earlier redeemed, repurchased or converted in accordance with their terms. The initial conversion rate for the Notes is 12.5291 shares of the Company's common stock per $1,000 in principal amount of Notes (which is equivalent to an initial conversion price of approximately $79.81 per share of the Company's common stock, representing an initial conversion premium of approximately 42.5% above the closing price of $56.01 per share of the Company's common stock on December 5, 2022). In no event shall the conversation rate per $1,000 in principal amount of notes exceed 17.8539 shares of the Company's common stock. Prior to the close of business on the business day immediately preceding September 15, 2027, the Notes may be converted at the option of the holders only upon occurrence of specified events and during certain periods, and thereafter until the close of business on the business day immediately preceding the maturity date, the Notes may be converted at any time. The Company will satisfy any conversion by paying cash up to the aggregate principal amount of the Notes to be converted and by paying or delivering, as the case may be, cash, shares of the Company's common stock, or a combination of cash and shares of the Company's common stock, at its election, in respect of the remainder, if any, of its conversion obligation in excess of the aggregate principal amount of the Notes being converted. The Company may redeem for cash all or any portion of the Notes, at its option, on or after December 22, 2025 if the closing sale price per share of the Company's common stock exceeds 130% of the conversion price of the Notes for a specified period of time. The redemption price will be equal to 100% of the principal amount of the Notes to be redeemed, plus accrued and unpaid interest, if any, to, but excluding, the redemption date.

The Company evaluated the Notes upon completion of the sale and concluded on the following features:

- *Conversion Feature:* The Company determined that the conversion feature qualifies for the classification of equity. As a result, the conversion feature should not be bifurcated as a derivative instrument and the Notes were accounted for as a single liability.
- *Redemption Features:* The redemption features were reviewed within the Notes and the Company determined that the redemption features are closely related to the Notes and as such should not be separately accounted for as a bifurcated derivative instrument.
- *Additional Interest Features:* The Notes may result in additional interest if the Company fails to timely file any document or report that the Company is required to file with the SEC pursuant to Section 13 or 15(d) of the Securities Exchange Act of 1934. The Company will pay additional interest on the notes at a rate equal to 0.25% to 0.50% per annum based on the principal amount of notes outstanding for each day the Company failure to file has occurred or the notes are not otherwise freely tradable. Further, if the notes are assigned a restricted CUSIP number or the notes are not otherwise freely tradable pursuant to Rule 144 under the Securities Act of 1933, as amended, by holders other than our affiliates or holders that were our affiliates at any time during the three months immediately preceding as of the 385th day after the last date of original issuance of the notes offered hereby, the Company will pay additional interest on the notes at a rate equal to (i) 0.25% to 0.50% per annum based on the principal amount of notes outstanding for each day until the restrictive legend has been removed from the notes, the notes are assigned an unrestricted CUSIP and the notes are freely tradable. The Company concluded that the interest feature is unrelated to the credit risk and should be bifurcated from the Notes, however, the Company assessed the probabilities of triggering events occurring under these features and does not expect to trigger the aforementioned events. These events will continue to be monitored to determine whether the interest feature will be bifurcated if it has value.

Holders of the Notes may require the Company to repurchase their Notes upon the occurrence of a fundamental change prior to the maturity at a repurchase price equal to 100% of the principal amount thereof, plus accrued and unpaid interest to, but excluding, the date of repurchase. In connection with certain triggering events, the Company will, under certain circumstances, increase the conversion rate for holders of the Notes who elect to convert their Notes in connection with such corporate events.

During the fourth quarter of 2024, the closing price of the Company's common stock did not exceed 130% of the conversion price of the Notes for more than 20 trading days of the last 30 consecutive trading days of the quarter. As a result, the Notes are not convertible at the option of the holders of the Notes during the first quarter of 2024, the quarter immediately following the quarter when the conditions are met, as stated in the terms of the Notes. Because the Notes are not considered convertible under the terms of the Notes and pursuant to ASC 470-10, the Company classified the carrying value of the Notes as long-term debt, net and other borrowings on the Company's consolidated balance sheet as of December 31, 2024.

The Company recorded interest expense of approximately $15.1 million related to the Notes for the year ended December 31, 2024.

13. Derivative Instruments

The Company has used, but does not currently use, interest rate swaps to reduce the variability in cash flows associated with a portion of the Company's forecasted interest payments on its variable rate debt.

14. Accumulated Other Comprehensive Loss

The components of Accumulated Other Comprehensive Loss, net of tax effects for the years ended December 31, 2024 and 2023, consisted of the following:

(in thousands)	Foreign Currency Translation[1]	Accumulated Other Comprehensive Loss
Balance at January 1, 2024	$ (1,037)	$ (1,037)
Other comprehensive loss before reclassifications	(578)	(578)
Balance at December 31, 2024	$ (1,615)	$ (1,615)
Balance at January 1, 2023	$ (1,259)	$ (1,259)
Other comprehensive income before reclassifications	222	222
Balance at December 31, 2023	$ (1,037)	$ (1,037)

(1) For purposes of comprehensive income disclosures, we do not record tax expense or benefits for the net changes in the foreign currency translation adjustments.

15. Stock-Based Compensation

Equity Incentive Plans

As of December 31, 2024, the Company's approved equity incentive plans included the 2015 Equity Incentive Plan ("2015 Plan"), the 2013 Equity Incentive Plan ("2013 Plan"), and the 2008 Equity Incentive Plan ("2008 Plan"). These plans are administered by the Board of Directors (the "Board") and permit the granting of stock, stock options, stock appreciation rights, restricted stock, restricted stock units and dividend equivalent rights to employees, officers, directors and consultants of the Company.

The Company has certain stock option and restricted stock awards outstanding under each of its equity incentive plans but, upon adoption of the 2015 Plan, the Company no longer grants new equity awards under its 2008 and 2013 Plans. The Company adopted its 2015 Plan in June 2015 and subsequently amended the plan in April 2016, 2017, 2019, 2021, 2022 and 2024 and again in October 2024. The amended plans increased the common stock reserved for issuance under the 2015 Plan to an aggregate 14,930,277 shares. The Company assumed Progenics equity plans due to the acquisition as discussed in Note 1, *"Description of Business"* to these consolidated financial statements. The Company no longer grants new equity awards under the Progenics equity plans.

Stock-based compensation expense recognized in the consolidated statements of operations is summarized below:

	Year Ended December 31,		
(in thousands)	**2024**	**2023**	**2022**
Cost of goods sold	$ 12,670	$ 9,126	$ 4,422
Sales and marketing	13,899	9,500	6,185
General and administrative	37,945	24,807	14,876
Research and development	11,879	7,074	3,779
Total stock-based compensation expense	$ 76,393	$ 50,507	$ 29,262

Stock Options

Stock option awards under the 2015 Plan are granted with an exercise price equal to the fair value of the Company's common stock at the date of grant. All option awards have a ten-year contractual term.

A summary of option activity for 2024 is presented below:

	Total Stock Options	Weighted-Average Exercise Price	Weighted-Average Remaining Contractual Term (Years)	Aggregate Intrinsic Value ($)
Balance at January 1, 2024	957,172	$ 48.13	6.7	18,283,464
Options granted	544,175	$ 69.99		
Options exercised	(209,657)	$ 24.52		
Options cancelled and forfeited	(74,944)	$ 65.34		
Outstanding at December 31, 2024	1,216,746	$ 60.92	7.6	35,707,375
Vested and expected to vest at December 31, 2024	1,180,842	$ 55.69	6.9	35,019,006
Exercisable at December 31, 2024	460,419	$ 47.00	5.6	19,865,507

The table below summarizes the key weighted-average assumptions used in valuing stock options granted:

	Year Ended December 31,		
	2024	**2023**	**2022**
Expected volatility	55.4 %	56.1 %	62.1 %
Risk-free interest rate	4.2 %	4.0 %	2.0 %
Expected life (in years)	6.0	6.0	6.0
Expected dividend yield	—	—	—

During the years ended December 31, 2024, 2023 and 2022, 209,657, 214,619 and 397,822 options were exercised having aggregate intrinsic values of $12.1 million, $12.9 million and $13.1 million, respectively. The weighted average grant-date fair value of stock options granted was $39.26 for the year ended December 31, 2024.

As of December 31, 2024, there was $19.7 million of unrecognized compensation expense related to outstanding stock options, which is expected to be recognized over a weighted-average period of 2.0 years.

Restricted Stock Units

A summary of restricted stock awards and restricted stock units ("RSUs") activity for 2024 is presented below:

	Shares	Weighted-Average Grant Date Fair Value Per Share
Nonvested balance at January 1, 2024	1,210,259	$ 58.71
Granted	842,991	$ 70.56
Vested	(602,145)	$ 49.78
Forfeited	(179,255)	$ 65.75
Nonvested balance at December 31, 2024	1,271,850	$ 69.81

Restricted stock generally vest over 3 years. As of December 31, 2024, there was $58.4 million of unrecognized compensation expense related to outstanding restricted stock, which is expected to be recognized over a weighted-average period of 1.9 years.

The weighted average grant-date fair value for restricted stock granted during the fiscal years ended December 31, 2024, 2023 and 2022 was $70.56, $74.38 and $51.51 per share, respectively. The total fair value of restricted stock vested in fiscal years 2024, 2023 and 2022 was $42.5 million, $18.3 million and $11.9 million, respectively.

Total Stockholder Return Restricted Stock Awards

During the years ended December 31, 2024, 2023 and 2022, the Company granted total stockholder return ("TSR") awards that include a three-year market condition where the performance measurement period is three years. Vesting of the TSR awards is based on the Company's level of attainment of specified TSR targets relative to the percentage appreciation of a specified index of companies for the respective three-year period and is also subject to the continued employment of the grantees. The number of shares that are earned over the performance period ranges from 0% to 200% of the initial award. The fair value of these awards are based on a Monte Carlo simulation valuation model with the following assumptions:

	Year Ended December 31,		
	2024	2023	2022
Expected volatility	57.4 %	52.8 %	56.6 %
Risk-free interest rate	4.3 %	4.6 %	1.7 %
Expected life (in years)	2.8	2.8	2.8
Expected dividend yield	—	—	—

A summary of TSR award activity for 2024 is presented below:

	Shares	Weighted-Average Grant Date Fair Value Per Share
Nonvested balance at January 1, 2024	630,054	$ 78.91
Granted	586,292	$ 105.87
Vested	(514,192)	$ 31.25
Forfeited	(17,470)	$ 117.27
Nonvested balance at December 31, 2024	684,684	$ 109.38

As of December 31, 2024, there was $35.4 million of unrecognized compensation expense related to outstanding performance restricted stock which is expected to be recognized over a weighted-average period of 1.9 years.

The weighted average grant-date fair value for TSR awards granted during the fiscal years ended December 31, 2024, 2023 and 2022 was $105.87, $127.75 and $95.31 per share, respectively. The total fair value of TSR awards vested in fiscal years 2024, 2023 and 2022 was $33.6 million, $8.2 million and $8.8 million, respectively.

Modification of equity awards

In the fourth quarter of 2024, as part of the Company's evolution into a fully integrated radiopharmaceutical company, the Company reviewed its current capabilities and skillsets and began implementing organizational changes deemed necessary to best position the Company to execute on its long-term strategy. These changes include transitioning approximately 60 employees out of the Company. In connection with these changes, the Company approved equity modifications that allowed grants of stock options and RSUs issued to those impacted by this event to continue to vest in 2024 and 2025 with any unvested stock option and RSU grants as of December 31, 2025 to be cancelled. TSR awards granted to these individuals will continue to vest on their original vesting schedule but any shares issued will be issued in a pro-rated amount based on the time served during the performance period. The incremental stock-based compensation expense resulting from these modifications recognized in 2024 was $2.7 million. Total costs related to these organizational changes through December 31, 2024 were approximately $9.4 million. Remaining costs expected to be incurred are not material.

Common Stock Repurchases

In November 2024, the Board authorized a program to repurchase up to $250 million of the Company's common stock over the next twelve months (the "2024 Program"). Such repurchases may be made from time to time via open market purchases at prevailing market prices, in privately negotiated transactions, block trades, or pursuant to trades intending to comply with Rule 10b5-1 under the Securities Exchange Act of 1934, as amended or through other legally permissible means, depending on market conditions and in accordance with applicable rules and regulations. The actual timing, number and dollar amount of repurchase transactions will be determined by our management, in its discretion and will depend on a number of factors, including but not limited to, the market price of the Company's common stock. In the year ended December 31, 2024, the Company repurchased approximately 1.1 million shares of its outstanding common stock under the 2024 Program for an aggregate purchase price of approximately $100.0 million at an average stock price of $89.59 per share.

16. Leases

The Company determines if an arrangement is a lease at inception. The Company has operating and finance leases for vehicles, corporate offices and certain equipment.

Operating lease right-of-use ("ROU") assets and operating lease liabilities are recognized based on the present value of the future minimum lease payments over the lease term at commencement date. Lease agreements with lease and non-lease components are accounted for separately. As the Company's leases do not provide an implicit rate, the Company used the incremental borrowing rate based on the information available at commencement date in determining the present value of future payments. The operating lease ROU asset also includes any lease payments made and excludes lease incentives and initial direct costs incurred. The lease terms may include options to extend or terminate the lease when it is reasonably certain that the Company will exercise that option. Lease expense for minimum lease payments is recognized on a straight-line basis over the lease term.

The Company assumed two operating leases as a result of the Progenics acquisition related to office space at the World Trade Center in New York City, pursuant to a lease agreement expiring in September 2030 (the "WTC Lease"), and a radiopharmaceutical manufacturing facility in Somerset, New Jersey, under a sublease agreement expiring in November 2028, which were recorded as of June 19, 2020, for $18.6 million and $0.6 million, respectively. The Company entered into an operating lease related to office space in Somerset, New Jersey, under a lease agreement expiring in August 2026, which was recorded in October 2021 for $0.7 million. The Company entered into an operating lease agreement in February 2022 to lease office space in Bedford, Massachusetts ("Existing Premises"), under a lease agreement expiring in June 2031, which commenced and was recorded in December 2022 for $11.0 million (the "Existing Premises Lease").

On May 4, 2023, the Company entered into a modification to the Existing Premises Lease. The lease modification includes a lease of additional office and laboratory space at the Bedford location (the "Additional Premises") for a term of 15 years and 4 months and extends the term of the lease for the Existing Premises to be coterminous with the term of the lease for the Additional Premises. As a result of the extended term for the Existing Premises, the Company recorded an additional right-of-use asset and liability of $6.0 million in May 2023. The modification also contains a provision to convert the rent schedule of the Existing Premises from gross to triple net in 2025, which may result in an additional adjustment to the right-of-use asset and liability. In September 2023, the landlord provided notice to the Company that its renovations of the Additional Premises were completed. As a result of the notice, the Company recorded an additional right-of-use asset and liability of $23.5 million as of September 1, 2023. To determine the value of the additional right-of-use asset and liability, the Company was required to calculate the discount rate of the lease modification. The discount rate was determined based on the expected lease term and by comparing interest rates in the market for similar borrowings

with comparable credit quality of the Company. The lease for the Additional Premises allows for the extension of five years to begin immediately upon the expiration of the original term. On October 7, 2024, the Company executed a second amendment to the Bedford Lease for additional space resulting in one additional operating lease. As of December 31, 2024, the additional operating lease has not yet commenced. The future lease payments for this lease are approximately $17.0 million. The lease is expected to commence in 2026 and has a noncancellable lease term of 13.3 years.

On March 1, 2024, the Company transferred the sublease and completed the asset sale of the Somerset Facility. See Note 7, *"Property, Plan and Equipment, Net"* to these consolidated financial statements for further discussion on the sublease transfer.

Leases with an initial term of 12 months or less are not recorded on the balance sheet as the Company has elected to apply the short-term lease exemption. The Company recognizes lease expense for these leases on a straight-line basis over the lease term.

Operating and finance lease assets and liabilities are as follows:

(in thousands)	Classification	December 31, 2024	December 31, 2023
Assets			
Operating	Other long-term assets	$ 36,083	$ 45,325
Finance	Property, plant and equipment, net	1,564	1,438
Total leased assets		$ 37,647	$ 46,763
Liabilities			
Current			
Operating	Accrued expenses and other liabilities	$ 1,867	$ 1,904
Finance	Current portion of long-term debt and other borrowings	974	823
Noncurrent			
Operating	Other long-term liabilities	53,185	54,453
Finance	Long-term debt, net and other borrowings	671	625
Total leased liabilities		$ 56,697	$ 57,805

The components of lease expense were as follows:

(in thousands)	Year Ended December 31, 2024	Year Ended December 31, 2023
Operating lease expense	$ 6,391	$ 4,627
Finance lease expense		
Amortization of ROU assets	$ 962	795
Interest on lease liabilities	96	81
Total lease expense	$ 7,449	$ 5,503

Other information related to leases were as follows:

	December 31, 2024	December 31, 2023
Weighted-average remaining lease term (Years):		
Operating leases	13.1	13.5
Finance leases	1.9	2.3
Weighted-average discount rate:		
Operating leases	7.5%	7.3%
Finance leases	6.0%	6.2%

(in thousands)	Year Ended December 31, 2024	Year Ended December 31, 2023
Cash paid for amounts included in the measurement of lease liabilities:		
Operating cash flows from operating leases	$ 4,540	$ 3,462
Operating cash flows from finance leases	96	81
Financing cash flows from finance leases	318	504
ROU assets obtained in exchange for lease obligations:		
Operating leases	63	29,396
Finance leases	$ 1,564	$ 1,437

Future minimum lease payments under non-cancellable leases as of December 31, 2024 were as follows:

(in thousands)	Operating Leases	Finance Leases
2025	$ 5,368	$ 1,045
2026	6,341	529
2027	7,147	170
2028	7,332	37
2029	7,523	—
Thereafter	61,193	—
Total future minimum lease payments	94,904	1,781
Less: interest	39,852	136
Total	$ 55,052	$ 1,645

17. Other Assets

Other assets are comprised of the following:

	December 31,	
(in thousands)	2024	2023
Prepaid Expenses	$ 15,406	$ 16,437
Other Current Assets	9,130	246
Total other current assets	$ 24,536	$ 16,683
ROU Asset (Note 16)	$ 36,083	$ 45,325
Other Long-Term Assets	8,154	9,936
Total other long-term assets	$ 44,237	$ 55,261

18. Net Income Per Common Share

A summary of net income per common share is presented below:

(in thousands, except per share amounts)	Year Ended December 31, 2024	2023	2022
Net income	$ 312,442	$ 326,661	$ 28,067
Basic weighted-average common shares outstanding	69,199	68,266	68,487
Effect of dilutive stock options	277	346	439
Effect of dilutive restricted stock	1,433	1,428	1,745
Effect of convertible debt instrument	742	199	—
Diluted weighted-average common shares outstanding	71,651	70,239	70,671
Basic income per common share	$ 4.52	$ 4.79	$ 0.41
Diluted income per common share	$ 4.36	$ 4.65	$ 0.40
Antidilutive securities excluded from diluted net income per common share	891	421	358

Impact of the Convertible Notes

The Company considered whether the notes are participating securities through the two-class method. Per the terms of the indenture governing the Notes', the Company determined that if a cash dividend is paid that is greater than the then stock price, the holder of Notes will receive cash on an if-converted basis. While this feature is considered to be a participating right; basic earnings per share is only impacted if the Company's earning exceeds the current share price, regardless of whether such dividend is declared. During the year ended December 31, 2024, no such dividend was declared. In addition, the Company is required to settle the principal amount of the Notes in cash upon conversion, and therefore, the Company uses the if-converted method for calculating any potential dilutive effect of the conversion option on diluted net income per share, if applicable, unless the application of the two-class method is dilutive. The conversion option will have a dilutive impact on net income per share of Common Stock when the average price per share of the Company's Common Stock for a given period exceeds the conversion price of the Notes of $79.81 per share. See Note 12, *"Long-Term Debt, Net, and Other Borrowings,"* to these consolidated financial statements for further discussion on the Notes.

19. Commitments and Contingencies

Purchase Commitments

The Company has entered into purchasing arrangements in which minimum quantities of goods or services have been committed to be purchased on an annual basis.

As of December 31, 2024, future payments required under purchase commitments are as follows:

(in thousands)	Amount
2025	$ 5,915
2026	2,716
2027	2,716
2028	—
2029 and thereafter	—
Total	$ 11,347

The Company has entered into agreements which contain certain percentage volume purchase requirements. The Company has excluded these future purchase commitments from the table above since there are no minimum purchase commitments or payments under these agreements.

License Agreements

The Company has entered into license agreements in which fixed payments have been committed to be paid on an annual basis.

As of December 31, 2024, no future fixed payments are required under license agreements. The Company may be required to pay approximately $3.7 billion in contingent payments under the Company's license agreements. These contingent payments include potential milestone or contractual payment obligations contingent upon the achievement or occurrence of future milestones or events and the amounts and timing of such potential obligations are unknown or uncertain.

Legal Proceedings

From time to time, the Company is a party to various legal proceedings arising in the ordinary course of business. In addition, the Company has in the past been, and may in the future be, subject to investigations by governmental and regulatory authorities, which expose it to greater risks associated with litigation, regulatory or other proceedings, as a result of which the Company could be required to pay significant fines or penalties. The costs and outcome of litigation, regulatory or other proceedings cannot be predicted with certainty, and some lawsuits, claims, actions or proceedings may be disposed of unfavorably to the Company and could have a material adverse effect on the Company's results of operations or financial condition. In addition, intellectual property disputes often have a risk of injunctive relief which, if imposed against the Company, could materially and adversely affect its financial condition or results of operations. If a matter is both probable to result in material liability and the amount of loss can be reasonably estimated, the Company estimates and discloses the possible material loss or range of loss. If such loss is not probable or cannot be reasonably estimated, a liability is not recorded in its consolidated financial statements.

As of December 31, 2024, the Company did not have any material ongoing litigation to which the Company was a party. On January 26, 2024, the Company was sued in the United States District Court for the District of Delaware by Advanced Accelerator Applications USA, Inc. and Advanced Accelerator Applications SA, each a Novartis entity, for patent infringement in response to the filing of our Abbreviated New Drug Application and Paragraph IV certification in connection with PNT2003, consistent with the process established by the Hatch-Waxman Act. Because the outcome of litigation is uncertain, the Company cannot predict how or when this matter will ultimately be resolved.

On February 23, 2024, the Company filed a patent infringement lawsuit against a healthcare-related imaging software developer, and that developer filed a motion to dismiss the case based on grounds of invalidity for certain patents and failure to state a claim for infringement for other patents. The court dismissed the developer's motion to dismiss as to invalidity, and granted the motion as to certain allegations of infringement. Because the outcome of litigation is uncertain, the Company cannot predict how or when this matter will ultimately be resolved.

20. 401(k) Plan

The Company maintains a qualified 401(k) plan (the "401(k) Plan") for its U.S. employees. The 401(k) Plan covers U.S. employees who meet certain eligibility requirements. Under the terms of the 401(k) Plan, the employees may elect to make tax-deferred contributions through payroll deductions within statutory and plan limits, and the Company may elect to make non-elective discretionary contributions. The Company may also make optional contributions to the 401(k) Plan for any plan year at its discretion.

Expense recognized by the Company for matching contributions made to the 401(k) Plan was $5.8 million, $4.1 million, and $3.1 million for the years ended December 31, 2024, 2022 and 2021, respectively.

21. Acquisition of Assets

In December 2022, the Company made upfront payments of $260.0 million to POINT Biopharma Global Inc. ("POINT") as a part of an asset acquisition with the potential for additional milestone payments of approximately $1.8 billion between the two licensed assets based on U.S. Food and Drug Administration ("FDA") approval and net sales and commercial milestones.

Under the terms of the PNT2002 License Agreement, the Company paid POINT an upfront cash payment of $250.0 million, and could pay up to an additional $281.0 million in milestone payments upon the achievement of specified U.S. and ex-U.S. regulatory milestones related to PNT2002. POINT is also eligible to receive up to $1.3 billion in sales milestone payments upon the achievement of specified annual sales thresholds of PNT2002.

Under the terms of the PNT2003 License Agreement, the Company paid POINT an upfront cash payment of $10.0 million, and could pay up to an additional $34.5 million in milestone payments upon the achievement of specified U.S. and ex-U.S. regulatory milestones related to PNT2003. POINT is also eligible to receive up to $275.0 million in sales milestone payments upon the achievement of specified annual sales thresholds of PNT2003.

Additionally, the Company will pay POINT royalties on net sales, beyond certain financial thresholds and subject to conditions, of 20% for PNT2002 and 15% for PNT2003. Costs of IPR&D projects acquired as part of an asset acquisition that have no alternative future use are expensed when incurred, and therefore, a charge of $260.0 million was recognized in research and development expenses during the year ended December 31, 2022.

On February 6, 2023, the Company acquired Cerveau. Cerveau holds the rights under a license agreement to develop and commercialize MK-6240, an investigational late-stage F-18-labeled PET imaging agent that targets tau tangles in Alzheimer's disease. The Company determined that upon review of its acquisition of Cerveau, the transaction did not meet the definition of a business combination and is therefore treated as an asset acquisition.

In February 2023, the Company made an upfront payment of approximately $35.3 million to the stockholders of Cerveau (the "Cerveau Stockholders") and paid the Cerveau Stockholders an additional $10.0 million in May 2023 upon the successful completion of a technology transfer. The Company could pay up to an additional $51.0 million in milestone payments upon achievement of specified U.S. regulatory milestones related to MK-6240. The Cerveau Stockholders are also eligible to receive up to $1.2 billion in sales milestone payments upon the achievement of specified annual commercial sales thresholds of MK-6240, as well as up to $13.5 million in research revenue milestones upon achievement of specified annual research revenue thresholds. Additionally, the Company will pay to the Cerveau Stockholders up to double-digit royalty payments for research revenue and commercial sales. Research revenue is derived from existing partnerships with pharmaceutical companies and academic institutions that use MK-6240 in clinical trials. The purchase agreement pursuant to which the Company purchased Cerveau specified, among other things, that certain Cerveau Stockholders provide transition and clinical development services for a prescribed time following the closing of the transaction.

On January 8, 2024, the Company entered into an agreement with Perspective to participate in the next qualified financing to purchase the shares of Perspective common stock ("Perspective Shares"). On January 22, 2024, the Company purchased 56,342,355 Perspective Shares, representing 11.39% of the outstanding Perspective Shares, at the fair market offering price of $0.37 per share. Included within the agreement is a covenant which allows for the Company to designate one observer to Perspective's board of directors. The observer has the option to attend any or all board meetings in a nonvoting capacity and the right to receive any board materials, except under certain instances where attorney-client privilege is necessary, where the material relates to a business or contractual relationship with the Company, to avoid bona fide conflict of interest, exposure of trade secrets or relating to a change of control transaction. The Company also purchased 60,431,039 Perspective Shares at a fair market purchase price of $0.95 per share as an investor in a private placement transaction on March 6, 2024, which resulted in the Company holding a cumulative 19.90% of the outstanding Perspective Shares (or 17.35% on a fully diluted basis) after giving effect to the closing of the private placement transaction. The Company holds less than 20% of the outstanding Perspective Shares and therefore does not have the ability to exercise significant influence over operating and financial policies of Perspective because the Company's board observer has no voting rights and there is otherwise no participation in policy-making processes, no interchange of managerial personnel, and no sharing of technology between the Company and Perspective.

Also effective January 8, 2024, the Company obtained the following options and rights from Perspective for an aggregate upfront payment of $28.0 million in cash:

- An exclusive option from Perspective to negotiate for an exclusive license under the rights of Perspective and its affiliates to Perspective's Pb212-VMT-α-NET, a clinical stage alpha therapy developed for the treatment of neuroendocrine tumors, to develop, manufacture, commercialize and otherwise exploit the VMT-α-NET Product.
- A right to co-fund the investigational new drug application ("IND") enabling studies for early-stage therapeutic candidates targeting prostate-specific membrane antigen and gastrin releasing peptide receptor and, prior to IND filing, a right to negotiate for an exclusive license to such candidates.

- A right of first offer and last look protections for any third party merger and acquisition transactions involving Perspective for a twelve-month period.

None of these options and rights have been exercised as of December 31, 2024.

Costs of IPR&D projects acquired as part of an asset acquisition that have no alternative future use are expensed when incurred, and therefore, a charge of $28.0 million was recognized in research and development expenses during the first quarter of 2024.

Also effective January 8, 2024, the Company entered into an agreement with Perspective to transfer the Somerset Facility and the associated assets at the Somerset Facility for $8.0 million. The transfer of the sublease and completion of the asset sale occurred on March 1, 2024 at which time the Company had no further continuing legal obligations related to the lease. See Note 7, *"Property, Plant and Equipment, Net"* to these consolidated financial statements for additional details.

On June 14, 2024 Perspective effected a 1-for-10 reverse stock split, after which the Company held 11,677,339 shares of Perspective's common stock.

On June 15, 2024, the Company entered into an agreement with Radiopharm to acquire all of Radiopharm's rights to two licensed preclinical assets for an upfront payment of $2.0 million. The Company acquired global exclusive rights to both an LRRC15-targeted monoclonal antibody ("LRRC15") and to a Trophoblast cell surface antigen 2 ("TROP2")-targeted nanobody. LRRC15 is a potential first-in-class, highly specific monoclonal antibody radio-conjugate with both Orphan Drug and Rare Pediatric Disease designations from the FDA for the treatment of osteosarcoma. The agent is designed to target the surrounding tumor micro-environment cells expressing the protein potentially treating a broad range of cancers. The TROP2-targeted nanobody radio-conjugate is designed to target TROP2, an intracellular calcium signal transducer that is overexpressed in various types of adenocarcinomas with minimal expression in normal tissues and is associated with tumor aggressiveness, poor prognosis and drug resistance.

In connection with this acquisition, the Company assumed the underlying license agreements related to the two preclinical assets, together with their respective milestone and royalty payment obligations. The Company could pay up to an additional $20.0 million in milestone payments upon achievement of specified regulatory milestones. The Company could also pay up to an additional $6.5 million in sales milestone payments upon the achievement of specified annual commercial sales thresholds in the event the Company pursues commercialization, as well as royalty payments for commercial sales. Costs of IPR&D projects acquired as part of an asset acquisition that have no alternative future use are expensed when incurred, and therefore, a charge of $2.0 million was recognized in research and development expenses during 2024 related to the Radiopharm transaction.

The Company also entered an agreement with Radiopharm to make an initial equity investment of approximately $5.0 million to purchase 149,625,180 Radiopharm shares (the "Initial Shares") at the fair market offering price of $0.03 per share upon the receipt of required approvals from Radiopharm's shareholders, which were obtained during the third quarter of 2024. Included within the agreement is an option for the Company to invest an additional $5.0 million within six months of the issuance date of the Initial Shares on the same terms as the Company's initial purchase, which would result in the Company purchasing approximately an additional 149,925,040 Radiopharm shares. No additional shares were purchased under the option during the three months ended December 31, 2024.

On June 18, 2024, the Company acquired Meilleur, including its asset NAV-4694, an investigational F-18-labeled PET imaging agent that targets beta amyloids in Alzheimer's disease. The Company determined that upon review of the Meilleur acquisition, the transaction did not meet the definition of a business combination and is therefore treated as an asset acquisition.

The Company made an upfront payment of approximately $32.9 million to the stockholders of Meilleur ("Meilleur Stockholders") on June 18, 2024 and paid an additional $10.0 million in August 2024 after the successful completion of a technology transfer. The Company could pay up to an additional $43.0 million in milestone payments upon achievement of specified U.S. regulatory milestones related to NAV-4694. The Meilleur Stockholders are also eligible to receive up to $830.0 million in sales milestone payments upon the achievement of specified annual commercial sales thresholds of NAV-4694 as well as up to $4.0 million in remaining research milestones upon achievement of specified clinical studies at academic institutions thresholds. Research revenue is derived from existing partnerships with pharmaceutical companies and academic institutions that use NAV-4694 in clinical trials. Additionally, the Company could pay the Meilleur Stockholders up to double-digit royalty payments for research revenue and commercial sales.

On July 3, 2024, the Company acquired from Life Molecular Imaging Ltd. ("Life Molecular") the global rights to RM2, a gastrin-releasing peptide receptor ("GRPR")-targeting agent, including the associated novel, clinical-stage radiotherapeutic and radiodiagnostic pair, referred to as 177Lu-DOTA-RM2 and 68Ga-DOTA-RM2, for an upfront payment of $35.0 million plus a $1.0 million payment made prior to the acquisition. The Company could pay up to an additional 132.5 million Euros in regulatory milestone payments upon achievement of clinical trial thresholds and approvals in different regions. The Company could pay up to 280.0 million Euros in sales milestone payments upon the achievement of specified annual commercial sales threshold of RM2 in the event the Company pursues commercialization. Additionally, the Company could pay up to 25.0 million Euros for collaboration payments inclusive of all costs including employee costs, payments due to certain universities, out-of-pocket expenses and services costs, as well as up to 5.0 million Euros for any additional development services performed by Life Molecular through July 3, 2026.

Costs of IPR&D projects acquired as part of an asset acquisition that have no alternative future use are expensed when incurred, and therefore, a charge of $36.0 million was recognized in research and development expenses during 2024 related to the Life Molecular acquisition. Global rights are exclusive for therapeutic fields in all countries and diagnostic fields in the Americas and co-exclusive with Life Molecular for diagnostic fields outside of the Americas.

See Note 23, *"Subsequent Events,"* to these consolidated financial statements for subsequent events involving pending acquisitions.

22. Segment Information

The Company operates as one business segment. The results of this operating segment are regularly reviewed by the Company's chief operating decision maker ("CODM"), the Chief Executive Officer. The CODM does not manage any part of the Company separately, and the allocation of resources and assessment of performance are based on the Company's consolidated operating results. In order to evaluate the reportable segment's performance, the CODM uses net income and gross margin based on the consolidated statements of operations. The CODM uses net income to monitor budget and forecast versus actual results in assessing segment performance and to evaluate income generated from segment assets in deciding how to allocate resources. The measure of segment assets is reported on the consolidated balance sheets as total consolidated assets.

Significant segment expenses reviewed by the CODM on a monthly basis include sales and marketing, general and administrative and research and development expenses as reported in the Company's consolidated statements of operations. However, the CODM reviews research and development expenses in more detail for certain expenses related to the Company's development of new products and clinical programs. The approximate disaggregated amounts that comprise research and development expenses regularly reviewed by the CODM are as follows:

(in thousands)	**Year Ended December 31,**		
	2024	**2023**	**2022**
Program third-party research and development expenses	$ 31,957	$ 8,332	$ 8,180
Other research and development expenses (1)	136,141	69,375	303,501
Total research and development expenses	$ 168,098	$ 77,707	$ 311,681

(1) Other research and development expenses consist of all other research and development costs incurred for the benefit of multiple research and development programs, including legal, employee costs, depreciation, information technology, other facility-bases expenses and other third-party costs.

23. Subsequent Events

Pending Acquisition of Life Molecular

On January 13, 2025, the Company announced that it entered into a definitive agreement to acquire Life Molecular, a subsidiary of Life Healthcare Group Holdings Ltd. Life Molecular is based in Berlin, Germany and is dedicated to advancing novel PET radiopharmaceutical diagnostics. The definitive agreement provides for an upfront payment of $350.0 million and up to an additional $400.0 million in potential earn-out and milestone payments. The transaction is expected to close in the second half of 2025, subject to the satisfaction of customary regulatory and closing conditions.

Pending Acquisition of Evergreen Theragnostics

On January 27, 2025, the Company announced that it entered into an Agreement and Plan of Merger (the "Evergreen Merger Agreement") with Evergreen Theragnostics, Inc. ("Evergreen") and Shareholder Representative Services LLC, pursuant to which the Company will acquire Evergreen by means of a statutory merger of a subsidiary with and into Evergreen, with Evergreen surviving as the Company's wholly-owned subsidiary (the "Evergreen Merger"). Evergreen is a clinical-stage radiopharmaceutical company engaged in contract development and manufacturing services as well as drug discovery and commercialization of proprietary products.

Pursuant to the Evergreen Merger Agreement, the Company will pay an upfront payment of $250.0 million, payable in cash at closing and subject to customary adjustments as set forth in the Evergreen Merger Agreement, and milestone payments in an aggregate cash amount of up to $752.5 million upon the occurrence of certain Milestone Triggering Events (as set forth in the Evergreen Merger Agreement). The Company also agreed to provide up to $18.0 million in unsecured loans to Evergreen on the terms set forth in the Merger Agreement. The Evergreen Merger is expected to close in the second half of 2025, subject to the satisfaction of customary regulatory and closing conditions.

Item 9. Changes in and Disagreements with Accountants on Accounting and Financial Disclosure

Not applicable.

Item 9A. Controls and Procedures

Disclosure Controls and Procedures

The Company's management, with the participation of the Company's Chief Executive Officer ("CEO") and Chief Financial Officer ("CFO"), its principal executive officer and principal financial officer, respectively, has evaluated the effectiveness of the Company's disclosure controls and procedures as defined in Rule 13a-15(e) and 15d-15(e) of the Securities Exchange Act of 1934, as amended (the "Exchange Act"). Based on that evaluation, the Company's CEO and CFO concluded that the Company's disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) were effective as of the period covered by this report.

Management's Annual Report on Internal Control Over Financial Reporting

Our management, with the participation of our CEO and CFO, is responsible for establishing and maintaining adequate internal control over financial reporting as defined in Rules 13a-15(f) and 15d-15(f) under the Exchange Act. Our internal control system is designed to provide reasonable assurance to our management and Board of Directors regarding the preparation and fair presentation of published financial statements.

Our management assessed the effectiveness of our internal control over financial reporting as of December 31, 2024. In making its assessment of internal control over financial reporting, our management used the criteria set forth by the Committee of Sponsoring Organizations of the Treadway Commission in Internal Control—Integrated Framework (2013). Based on this assessment, management concluded that, as of December 31, 2024, our internal control over financial reporting was effective.

Deloitte & Touche LLP, an independent registered public accounting firm that audited our financial statements for the fiscal year ended December 31, 2024, included in this report, has issued an attestation report on the effectiveness of our internal control over financial reporting. This report is set forth below:

REPORT OF INDEPENDENT REGISTERED PUBLIC ACCOUNTING FIRM

To the Stockholders and the Board of Directors of Lantheus Holdings, Inc.

Opinion on Internal Control over Financial Reporting

We have audited the internal control over financial reporting of Lantheus Holdings, Inc. and subsidiaries (the "Company") as of December 31, 2024, based on criteria established in *Internal Control — Integrated Framework (2013)* issued by the Committee of Sponsoring Organizations of the Treadway Commission (COSO). In our opinion, the Company maintained, in all material respects, effective internal control over financial reporting as of December 31, 2024, based on criteria established in *Internal Control — Integrated Framework (2013)* issued by COSO.

We have also audited, in accordance with the standards of the Public Company Accounting Oversight Board (United States) (PCAOB), the consolidated financial statements as of and for the year ended December 31, 2024, of the Company and our report dated February 26, 2025, expressed an unqualified opinion on those financial statements.

Basis for Opinion

The Company's management is responsible for maintaining effective internal control over financial reporting and for its assessment of the effectiveness of internal control over financial reporting, included in the accompanying *Management's Annual Report on Internal Control Over Financial Reporting*. Our responsibility is to express an opinion on the Company's internal control over financial reporting based on our audit. We are a public accounting firm registered with the PCAOB and are required to be independent with respect to the Company in accordance with the U.S. federal securities laws and the applicable rules and regulations of the Securities and Exchange Commission and the PCAOB.

We conducted our audit in accordance with the standards of the PCAOB. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether effective internal control over financial reporting was maintained in all material respects. Our audit included obtaining an understanding of internal control over financial reporting, assessing the risk that a material weakness exists, testing and evaluating the design and operating effectiveness of internal control based on the assessed risk, and performing such other procedures as we considered necessary in the circumstances. We believe that our audit provides a reasonable basis for our opinion.

Definition and Limitations of Internal Control over Financial Reporting

A company's internal control over financial reporting is a process designed to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles. A company's internal control over financial reporting includes those policies and procedures that (1) pertain to the maintenance of records that, in reasonable detail, accurately and fairly reflect the transactions and dispositions of the assets of the company; (2) provide reasonable assurance that transactions are recorded as necessary to permit preparation of financial statements in accordance with generally accepted accounting principles, and that receipts and expenditures of the company are being made only in accordance with authorizations of management and directors of the company; and (3) provide reasonable assurance regarding prevention or timely detection of unauthorized acquisition, use, or disposition of the company's assets that could have a material effect on the financial statements.

Because of its inherent limitations, internal control over financial reporting may not prevent or detect misstatements. Also, projections of any evaluation of effectiveness to future periods are subject to the risk that controls may become inadequate because of changes in conditions, or that the degree of compliance with the policies or procedures may deteriorate.

/s/ Deloitte & Touche LLP

Boston, Massachusetts
February 26, 2025

Changes in Internal Controls Over Financial Reporting

There were no changes in our internal control over financial reporting for the quarter ended December 31, 2024 that have materially affected, or are reasonably likely to materially affect, our internal control over financial reporting.

We are continually monitoring and assessing the geopolitical environment to determine any potential impact on the design and operating effectiveness of our internal controls over financial reporting.

Item 9B. Other Information

During the fourth quarter of 2024, none of our directors or officers (as defined in Rule 16a-1(f) of the Securities Exchange Act of 1934, as amended) adopted, modified, or terminated a Rule 10b5-1 trading arrangement.

Nonqualified Deferred Compensation Plan

On July 22, 2024, the Talent and Compensation Committee of the Board adopted a Nonqualified Deferred Compensation Plan (the "Deferred Compensation Plan"), effective October 1, 2024. The Deferred Compensation Plan allows a select group of advisors, management and highly compensated employees, including all of our executive officers, to elect to defer the receipt of a portion of their base salaries and bonuses, and to receive such deferred compensation in the form of a lump sum or periodic installments, as elected by the participant. The Deferred Compensation Plan also permits the Company, in its sole discretion, to credit additional amounts to the deferral accounts of some or all Deferred Compensation Plan participants.

Item 9C. Disclosure Regarding Foreign Jurisdictions that Prevent Inspections

Not Applicable.

PART III

Item 10. Directors, Executive Officers and Corporate Governance

Pursuant to Section 406 of the Sarbanes-Oxley Act of 2002, we have adopted a code of conduct and ethics (our "Code of Conduct") for all of our employees, including our CEO, CFO and other senior financial officers, or persons performing similar functions, and each of the non-employee directors on our Board. Our Code of Conduct is currently available on our website, www.lantheus.com. The information on our web site is not part of, and is not incorporated into, this Form 10-K. We intend to provide any required disclosure of any amendment to or waiver from such code that applies to our CEO, CFO and other senior financial officers, or persons performing similar functions, in a Current Report on Form 8-K filed with the SEC.

The additional information required with respect to this item will be incorporated herein by reference to our Definitive Proxy Statement for our 2025 Annual Meeting of Stockholders or an amendment of this report to be filed with the SEC no later than 120 days after the close of our year ended December 31, 2024.

Item 11. Executive Compensation

The information required with respect to this item will be incorporated herein by reference to our Definitive Proxy Statement for our 2025 Annual Meeting of Stockholders or an amendment of this report to be filed with the SEC no later than 120 days after the close of our year ended December 31, 2024.

Item 12. Security Ownership of Certain Beneficial Owners and Management and Related Stockholder Matters

The information required with respect to this item will be incorporated herein by reference to our Definitive Proxy Statement for our 2025 Annual Meeting of Stockholders or an amendment of this report to be filed with the SEC no later than 120 days after the close of our year ended December 31, 2024.

Item 13. Certain Relationships and Related Transactions, and Director Independence

The information required with respect to this item will be incorporated herein by reference to our Definitive Proxy Statement for our 2025 Annual Meeting of Stockholders or an amendment of this report to be filed with the SEC no later than 120 days after the close of our year ended December 31, 2024.

Item 14. Principal Accountant Fees and Services

The information required with respect to this item will be incorporated herein by reference to our Definitive Proxy Statement for our 2025 Annual Meeting of Stockholders or an amendment of this report to be filed with the SEC no later than 120 days after the close of our year ended December 31, 2024.

PART IV

Item 15. Exhibits and Financial Statement Schedules

(a)(1) Financial Statements

The following consolidated financial statements of Lantheus Holdings, Inc. are filed as part of this Form 10-K under Part II, Item 8. Financial Statements and Supplementary Data:

(a)(2) Schedules

All schedules are omitted because they are not applicable, not required, or because the required information is included in the consolidated financial statements or notes thereto.

(a)(3) Exhibits

EXHIBIT INDEX

Exhibit Number	Description of Exhibits	Incorporated by Reference			
		Form	File Number	Exhibit	Filing Date
2.1††#	Agreement and Plan of Merger, dated as of January 27, 2025, by and among Lantheus Medical Imaging, Inc., Project Hazel Merger Sub, Inc., Evergreen Theragnostics, Inc., Shareholder Representative Services LLC and, for purposes of Section 11.2 only, Lantheus Holdings, Inc.	8-K	001-36569	2.1	January 28, 2025
3.1	Amended and Restated Certificate of Incorporation of Lantheus Holdings, Inc.	8-K	001-36569	3.1	April 27, 2018
3.2	Amended and Restated Bylaws of Lantheus Holdings, Inc.	8-K	001-36569	3.2	December 28, 2022
4.1	Common Stock Certificate.	8-K	001-36569	4.1	June 30, 2015
4.2*	Description of Registrant's Securities				
4.3	Indenture, dated as of December 8, 2022, between Lantheus Holdings, Inc., as Issuer, Lantheus Medical Imaging, Inc., as Guarantor, and U.S. Bank Trust Company, National Association, as Trustee	8-K	001-36569	4.1	December 8, 2022
10.1+	Lantheus Holdings, Inc. 2013 Equity Incentive Plan.	8-K	333-169785	10.1	May 6, 2013
10.2+	Form of Employee Option Grant Award Agreement.	8-K	333-169785	10.2	May 6, 2013
10.3+	Form of Non-Employee Director Option Grant Award Agreement.	8-K	333-169785	10.3	May 6, 2013
10.4+	2015 Equity Incentive Plan of Lantheus Holdings, Inc.	S-8	333-205211	4.1	June 26, 2015
10.5+	Form of 2015 Restricted Stock Agreement of Lantheus Holdings, Inc.	S-1	333-196998	10.38	June 24, 2015
10.6+	Form of 2015 Option Award Agreement of Lantheus Holdings, Inc.	S-1	333-196998	10.39	June 24, 2015
10.7+	Form of Amendment to the Lantheus Holdings, Inc. 2013 Equity Incentive Plan.	S-1	333-196998	10.40	June 24, 2015
10.8+	Amendment to Lantheus Holdings, Inc. 2015 Equity Incentive Plan.	8-K	001-36569	10.1	April 28, 2016
10.9+	Second Amendment to Lantheus Holdings, Inc. 2015 Equity Incentive Plan	8-K	001-36569	10.1	April 28, 2017
10.10+	Second Amended and Restated Employment Agreement, effective January 25, 2019, by and between Lantheus Medical Imaging, Inc. and Mary Anne Heino.	10-K	001-36569	10.68	February 20, 2019
10.11+	Form of Severance Agreement (executives with existing employment agreements).	10-K	001-36569	10.70	February 20, 2019
10.12+	Form of Severance Agreement (executives without existing employment agreements).	10-K	001-36569	10.71	February 20, 2019
10.13+	Third Amendment to Lantheus Holdings, Inc. 2015 Equity Incentive Plan	10-Q	001-36569	10.1	April 30, 2019
10.14+	Fourth Amendment to Lantheus Holdings, Inc. 2015 Equity Incentive Plan	10-Q	001-36569	10.2	July 25, 2019
10.15+	Lantheus Holdings, Inc. 2005 Stock Incentive Plan (f/k/a Progenics Pharmaceuticals, Inc. 2005 Stock Incentive Plan).	S-8	333-239491	4.4	June 26, 2020
10.16+	Lantheus Holdings, Inc. 2018 Performance Incentive Plan (f/k/a Progenics Pharmaceuticals, Inc. 2018 Performance Incentive Plan).	S-8	333-239491	4.5	June 26, 2020
10.17	Lease, dated December 31, 2015, between the Registrant and WTC TOWER 1 LLC.	8-K	000-23143	10.46 (21)	January 5, 2016

Exhibit Number	Description of Exhibits	Incorporated by Reference			
		Form	File Number	Exhibit	Filing Date
10.18+	Fifth Amendment to Lantheus Holdings, Inc. 2015 Equity Incentive Plan	8-K	001-36569	10	April 29, 2021
10.19††	Manufacturing and Supply Agreement, effective as of February 23, 2022, by and between Lantheus Medical Imaging, Inc. and Jubilant HollisterStier LLC.	10-Q	001-36569	10.1	April 29, 2022
10.20	Form of Restricted Stock Unit Award Agreement (Employee Time-Based Vesting) of Lantheus Holdings, Inc.	10-Q	001-36569	10.2	April 29, 2022
10.21	Form of Restricted Stock Unit Award Agreement (Relative Total Shareholder Return Performance-Based Vesting) of Lantheus Holdings, Inc.	10-Q	001-36569	10.3	April 29, 2022
10.22	Form of Stock Option Award Agreement (Time Vesting) of Lantheus Holdings, Inc.	10-Q	001-36569	10.4	April 29, 2022
10.23	Sixth Amendment to Lantheus Holdings, Inc. 2015 Equity Incentive Plan	8-K	001-36569	10.1	May 2, 2022
10.24††	License and Collaboration Agreement, dated as of November 11, 2022, by and between Point Biopharma, Inc., and Lantheus Two, LLC.	8-K	000-36569	10.1	November 14, 2022
10.25	Credit Agreement dated as of December 2, 2022 by and among Citizens Bank, N.A., as administrative agent and collateral agent, each of the lenders from time to time party thereto, Lantheus Medical Imaging, Inc., as borrower, and Lantheus Holdings, Inc.	8-K	001-36569	10.1	December 5, 2022
10.26+	Lantheus Holdings, Inc. 2023 Employee Stock Purchase Plan	8-K	001-36569	10.1	May 1, 2023
10.27††	Office Lease by and between LMI and 201 Burlington Road Owner, LLC dated February 14, 2022 (the "Lease"); as amended by the First Amendment To Lease dated May 4, 2023	10-Q	001-36569	10.1	August 3, 2023
10.28	First Amendment to License and Collaboration Agreement (PNT-2002), dated as of January 31, 2024, by and between POINT Biopharma, Inc. and Lantheus Two, LLC and Lantheus Medical Imaging, Inc.	10-Q	001-36569	10.1	May 2, 2024
10.29	Seventh Amendment to Lantheus Holdings, Inc. 2015 Equity Incentive Plan	8-K	001-36569	10.1	April 29, 2024
10.30+	Employment Agreement, effective January 23, 2024, by and between Lantheus Medical Imaging, Inc. and Brian Markison	8-K	001-36569	10.1	January 23, 2024
10.31+††	Consulting Agreement by and between Lantheus Medical Imaging, Inc. and Etienne Montagut, effective as of June 7, 2024	10-Q	001-36569	10.2	July 31, 2024
10.32*††	Second Amendment to Lease dated as of October 3, 2024				
10.33	Eighth Amendment to Lantheus Holdings, Inc. 2015 Equity Incentive Plan	10-Q	001-36569	10.1	November 6, 2024
10.34	First Amendment to Credit Agreement, dated December 19, 2024, among Lantheus Medical Imaging Inc., Lantheus Holdings, Inc., the lenders and other parties party thereto and Citizens Bank N.A., as administrative and collateral agent	8-K	001-36569	10.1	December 23, 2024
10.35*+	Form of Indemnification Agreement				
10.36*+	Nonqualified Deferred Compensation Plan				
10.37*††	Sale and Purchase Agreement, dated as of January 12, 2025, by and among Life Medical Group Limited and Life Healthcare Group Holdings Limited and Lantheus Radiopharmaceuticals UK Limited and Lantheus Medical Imaging Inc.				
19.1*	Policy on Insider Trading and Communications with the Public				
21.1*	Subsidiaries of Lantheus Holdings, Inc.				
23.1*	Consent of Independent Registered Public Accounting Firm.				
24.1*	Power of Attorney (included as part of the signature page hereto).				
31.1*	Certification of Chief Executive Officer pursuant to Exchange Act Rule 13a-14(a).				
31.2*	Certification of Chief Financial Officer pursuant to Exchange Act Rule 13a-14(a).				
32.1**	Certification pursuant to 18 U.S.C. Section 1350.				
97.1*	Amended and Restated Executive Compensation Clawback Policy				
101.INS*	Inline XBRL Instance Document				
101.SCH*	Inline XBRL Taxonomy Extension Schema Document				
101.CAL*	Inline XBRL Taxonomy Extension Calculation Linkbase Document				
101.DEF*	Inline XBRL Taxonomy Extension Definition Linkbase Document				
101.LAB*	Inline XBRL Taxonomy Extension Labels Linkbase Document				
101.PRE*	Inline XBRL Taxonomy Extension Presentation Linkbase Document				

Exhibit Number	Description of Exhibits	Incorporated by Reference			
		Form	File Number	Exhibit	Filing Date
104*	Cover Page Interactive Data File (embedded within the Inline XBRL document)				

* Filed herewith.
** Furnished herewith.
†† Portions of this exhibit have been omitted for confidential treatment pursuant to Item 601(b)(10)(iv) of Regulation S-K.
+ Indicates management contract or compensatory plan or arrangement.
† Confidential treatment requested as to certain portions, which portions have been filed separately with the Securities and Exchange Commission.
# Pursuant to Item 601(b)(2)(ii) of Regulation S-K promulgated by the SEC, certain portions of this exhibit have been redacted because the Company customarily and actually treats such omitted information as private or confidential and because such omitted information is not material.

Item 16. Form 10-K Summary

None.

SIGNATURES

Pursuant to the requirements of Section 13 or 15(d) of the Securities Exchange Act of 1934, the registrant has duly caused this report to be signed on its behalf by the undersigned, thereunto duly authorized.

LANTHEUS HOLDINGS, INC.

By: /S/ BRIAN MARKISON
Name: Brian Markison
Title: Chief Executive Officer
Date: February 26, 2025

We, the undersigned directors and officers of Lantheus Holdings, Inc., hereby severally constitute and appoint Brian Markison, Robert J. Marshall, Jr. and Daniel Niedzwiecki, and each of them individually, with full powers of substitution and resubstitution, our true and lawful attorneys, with full powers to them and each of them to sign for us, in our names and in the capacities indicated below, any and all amendments to this Annual Report on Form 10-K filed with the SEC, granting unto said attorneys-in-fact and agents, each acting alone, full power and authority to do and perform each and every act and thing requisite and necessary to be done in and about the premises, as fully to all intents and purposes as he might or could do in person, hereby ratifying and confirming that any such attorney-in-fact and agent, or his substitute or substitutes, may lawfully do or cause to be done by virtue hereof.

Pursuant to the requirements of the Securities Exchange Act of 1934, as amended, this report has been signed below by the following persons on behalf of the registrant and in the capacities and on the dates indicated.

Signature	Title	Date
/S/ BRIAN MARKISON Brian Markison	Chief Executive Officer and Director (Principal Executive Officer)	February 26, 2025
/S/ ROBERT J. MARSHALL, JR. Robert J. Marshall, Jr.	Chief Financial Officer and Treasurer (Principal Financial Officer)	February 26, 2025
/S/ KIMBERLY BROWN Kimberly Brown	Chief Accounting Officer (Principal Accounting Officer)	February 26, 2025
/S/ MARY ANNE HEINO Mary Anne Heino	Chairperson of the Board of Directors	February 26, 2025
/S/ MINNIE BAYLOR-HENRY Minnie Baylor-Henry	Director	February 26, 2025
/S/ GÉRARD BER Gérard Ber	Director	February 26, 2025
/S/ JULIE EASTLAND Julie Eastland	Director	February 26, 2025
/S/ SAMUEL R. LENO Samuel R. Leno	Director	February 26, 2025
/S/ HEINZ MÄUSLI Heinz Mäusli	Director	February 26, 2025
/S/ JULIE H. MCHUGH Julie H. McHugh	Director	February 26, 2025
/S/ DR. PHUONG KHANH MORROW Dr. Phuong Khanh Morrow	Director	February 26, 2025
/S/ GARY J. PRUDEN Gary J. Pruden	Director	February 26, 2025
/S/ DR. JAMES H. THRALL Dr. James H. Thrall	Director	February 26, 2025

Exhibit 4.2

DESCRIPTION OF THE REGISTRANT'S SECURITIES REGISTERED PURSUANT TO SECTION 12 OF THE SECURITIES EXCHANGE ACT OF 1934

The following description sets forth certain material terms and provisions of Lantheus Holdings, Inc.'s (the "Company", "us", "we", or "our") securities that are registered under Section 12 of the Securities Exchange Act of 1934, as amended.

DESCRIPTION OF CAPITAL STOCK

The following summary description sets forth some of the general terms and provisions of the capital stock. Because this is a summary description, it does not contain all of the information that may be important to you. For a more detailed description of the preferred and common stock, you should refer to the provisions of our amended and restated certificate of incorporation and our bylaws, as amended and restated, each of which is an exhibit to the Annual Report on Form 10-K to which this description is an exhibit.

General

Our authorized capital stock consists of 250,000,000 shares of common stock, par value $0.01 per share, and 25,000,000 shares of preferred stock, par value $0.01 per share. The shares of common stock currently outstanding are fully paid and nonassessable. No shares of preferred stock are currently outstanding.

Common Stock

Holders of our common stock are entitled to the following rights:

Voting Rights

Each share of common stock entitles the holder to one vote with respect to each matter presented to our stockholders on which the holders of common stock are entitled to vote; provided, however, that the Board of Directors may issue or grant shares of common stock that are subject to vesting or forfeiture and that restrict or eliminate voting rights with respect to such shares until any such vesting criteria is satisfied or such forfeiture provisions lapse. Our common stock votes as a single class on all matters relating to the election and removal of directors on our Board of Directors and as provided by law. Holders of our common stock do not have cumulative voting rights. Except as otherwise provided in our amended and restated certificate of incorporation or our bylaws or required by law, all matters to be voted on by our stockholders must be approved by a majority of the shares present in person or by proxy at the meeting and entitled to vote on the subject matter.

Dividend Rights

Holders of common stock share equally on a per share basis in any dividend declared by our Board of Directors, subject to any preferential rights of the holders of any outstanding preferred stock.

Liquidation Rights

In the event of any voluntary or involuntary liquidation, dissolution or winding up of our affairs, holders of our common stock would be entitled to share ratably in our assets that are legally available for distribution to stockholders after payment of liabilities. If we have any preferred stock outstanding at that time, holders of the preferred stock may be entitled to distribution and/or liquidation preferences. In either case, we must pay the applicable distribution to the holders of our preferred stock before we may pay distributions to the holders of our common stock.

Other Rights

Our stockholders have no subscription privileges. Our common stock does not entitle its holders to preemptive rights for additional shares. All of the outstanding shares of our common stock are fully paid and nonassessable. The rights, preferences and privileges of the holders of our common stock are subject to the rights of the holders of shares of any series of preferred stock which we may issue.

Preferred Stock

Our Board of Directors is authorized to provide for the issuance of preferred stock in one or more series and to fix the preferences, powers and relative, participating, optional or other special rights, and qualifications, limitations or restrictions thereof, including the dividend rate, conversion rights, voting rights, redemption rights and liquidation preference and to fix the number of shares to be included in any such series without any further vote or action by our stockholders. Any preferred stock so issued may rank senior to our common stock with respect to the payment of dividends or amounts upon liquidation, dissolution or winding up, or both. In addition, any such shares of preferred stock may have class or series voting rights. The issuance of preferred stock may have the effect of delaying, deferring or preventing a change in control of our Company without further action by the stockholders and may adversely affect the voting and other rights of the holders of our common stock.

Anti-takeover Provisions

Our amended and restated certificate of incorporation and bylaws contain provisions that delay, defer or discourage transactions involving an actual or potential change in control of us or change in our management. We expect that these provisions, which are summarized below, will discourage coercive takeover practices or inadequate takeover bids. These provisions are also designed to encourage persons seeking to acquire control of us to first negotiate with our Board of Directors, which we believe may result in an improvement of the terms of any such acquisition in favor of our stockholders. However, they also give our board the power to discourage transactions that some stockholders may favor, including transactions in which stockholders might otherwise receive a premium for their shares or transactions that our stockholders might otherwise deem to be in their best interests. Accordingly, these provisions could adversely affect the price of our common stock.

Classified Board

Our amended and restated certificate of incorporation provides that our board is comprised of such number of directors as may be fixed from time to time by resolution of at least a majority of our Board of Directors then in office and that our board is divided into three classes, with one class being elected at each annual meeting of stockholders. Each director serves a three-year term, with expiration staggered according to class.

The classification of our board could make it more difficult for a third-party to acquire, or discourage a third party from seeking to acquire, control of our Company.

Requirements for Advance Notification of Stockholder Meetings, Nominations and Proposals

Our bylaws provide that special meetings of the stockholders may be called only upon the request of a majority of our board or upon the request of the chairman of our Board of Directors or our Chief Executive Officer.

Our bylaws establish advance notice procedures with respect to stockholder proposals and the nomination of candidates for election as directors, other than nominations made by or at the direction of our board or a committee of our board. In order for any matter to be "properly brought" before a meeting, a stockholder will have to comply with the advance notice requirements of directors. Our bylaws allow our Board of Directors to adopt such rules and regulations for the conduct of the meetings as they may deem proper, which may be delegated to a chairperson of the meeting and which may have the effect of precluding the conduct of certain business at a meeting if the rules and regulations are not followed. These provisions may also defer, delay or discourage a potential acquirer from conducting a solicitation of proxies to elect the acquirer's own slate of directors or otherwise attempting to obtain control of our Company.

No Stockholder Action by Written Consent

Our amended and restated certificate of incorporation provides that, subject to the rights of any holders of preferred stock to act by written consent instead of a meeting, stockholder action may be taken only at an annual meeting or special meeting of stockholders and may not be taken by written consent instead of a meeting, unless the action to be taken by written consent of stockholders and the taking of this action by written consent has been unanimously approved in advance by our board. Failure to satisfy any of the requirements for a stockholder meeting could delay, prevent or invalidate stockholder action.

Section 203 of the Delaware General Corporation Law, as amended ("DGCL")

We are subject to Section 203 of the DGCL, which regulates acquisitions of some Delaware corporations. In general, Section 203 prohibits, with some exceptions, a publicly held Delaware corporation from engaging in a "business combination" with an

"interested stockholder" for a period of three years following the date of the transaction in which the person became an interested stockholder, unless:

- the board of directors of the corporation approved the business combination or the other transaction in which the person became an interested stockholder prior to the date of the business combination or other transaction;
- upon consummation of the transaction that resulted in the person becoming an interested stockholder, the person owned at least 85% of the voting stock of the corporation outstanding at the time the transaction commenced, excluding shares owned by persons who are directors and also officers of the corporation and shares issued under employee stock plans under which employee participants do not have the right to determine confidentially whether shares held subject to the plan will be tendered in a tender or exchange offer; or
- on or subsequent to the date the person became an interested stockholder, the board of directors of the corporation approved the business combination and the stockholders of the corporation authorized the business combination at an annual or special meeting of stockholders by the affirmative vote of at least 66⅔% of the outstanding stock of the corporation not owned by the interested stockholder.

Section 203 of the DGCL generally defines a "business combination" to include any of the following:

- any merger or consolidation involving the corporation and the interested stockholder;
- any sale, transfer, pledge or other disposition of 10% or more of the corporation's assets or outstanding stock involving the interested stockholder;
- in general, any transaction that results in the issuance or transfer by the corporation of any of its stock to the interested stockholder;
- any transaction involving the corporation that has the effect of increasing the proportionate share of its stock owned by the interested stockholder; or
- the receipt by the interested stockholder of the benefit of any loans, advances, guarantees, pledges or other financial benefits provided by or through the corporation.

In general, Section 203 defines an "interested stockholder" as any person who, together with the person's affiliates and associates, owns, or within three years prior to the determination of interested stockholder status did own, 15% or more of a corporation's voting stock.

Section 203 of the DGCL could depress our stock price and delay, discourage or prohibit transactions not approved in advance by our board of directors, such as takeover attempts that might otherwise involve the payment to our stockholders of a premium over the market price of our common stock.

Exclusive Forum

Our amended and restated certificate of incorporation provides that, unless we consent in writing in advance to the selection of an alternative forum, the Delaware Court of Chancery shall, to the fullest extent permitted by law, be the sole and exclusive forum for (i) any derivative action or proceeding brought on our behalf, (ii) any action asserting a claim of breach of a fiduciary duty owed by, or any wrongdoing by, any of our directors, officers or employees to our stockholders, (iii) any action asserting a claim arising pursuant to any provision of the DGCL, our amended and restated certificate of incorporation (including as it may be amended from time to time) or our bylaws, (iv) any action to interpret, apply, enforce or determine the validity of our amended and restated certificate of incorporation or our bylaws, or (v) any action asserting a claim governed by the internal affairs doctrine. Any person or entity purchasing or otherwise acquiring any interest in shares of our capital stock shall be deemed to have notice of and to have consented to the provisions of our amended and restated certificate of incorporation described above. This choice of forum provision may limit a stockholder's ability to bring a claim in a judicial forum that it finds favorable for disputes with us or our directors, officers or other employees, which may discourage lawsuits with respect to such claims. However, it is possible that a court could rule that this provision is unenforceable or inapplicable.

Listing

Our common stock is listed on the NASDAQ Global Market under the symbol "LNTH."

Transfer Agent and Registrar

The transfer agent and registrar for our common stock is Computershare Trust Company, N.A.

Certain identified information has been omitted from this exhibit because it is (i) not material and (ii) of the type that the registrant treats as private or confidential. /*/ indicates the information has been omitted.**

Exhibit 10.32

Execution copy

SECOND AMENDMENT TO LEASE

THIS SECOND AMENDMENT TO LEASE ("Second Amendment") dated as of October 3, 2024 (the "Effective Date"), is entered into by and between **201 BURLINGTON ROAD OWNER, LLC** ("Landlord") and **LANTHEUS MEDICAL IMAGING, INC.**
("Tenant").

BACKGROUND

A. Landlord and Tenant are parties to a lease dated February 14, 2022 (the "Original Lease") for premises consisting of approximately 46,526 rentable square feet of floor area on the 1st, 2nd, and 3rd floors in the south portion of the building (the "Existing Premises") located on the parcel of land described in Exhibit A to the Lease (such parcel of land, the "Property") and commonly known as 201 Burlington Road, Bedford, Massachusetts (the "Building"). The south portion of the Building is known as the "South Building."

B. Landlord and Tenant are also parties to a First Amendment to Lease dated as of May 4, 2023 (the "First Amendment") for additional premises consisting of approximately 41,655 rentable square feet on the first floor of the north portion of the Building, substantially as shown on Exhibit A attached to the First Amendment (the "Expansion Premises"). The north portion of the Building is known as the "North Building."

C. The Original Lease and the First Amendment are sometimes collectively referred to in this Second Amendment as the "Lease".

D. Pursuant to letter to Landlord dated May 23, 2024, Tenant has exercised its right of first offer to lease approximately 43,442 rentable square feet on the 2nd floor of the North Building, substantially as depicted on Exhibit A attached hereto and incorporated herein (the "ROFO Premises").

E. Landlord and Tenant now intend to modify the First Amendment and the Lease to reflect the inclusion of the ROFO Premises as set forth hereinbelow.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and the mutual undertakings set forth below, Landlord and Tenant hereby agree as follows:

1. Recitals; Undefined Terms. The background recitals set forth above are incorporated as if fully set forth herein. Capitalized terms used herein without definition shall have the meanings given to them in the Lease and the First Amendment, as applicable.

2. ROFO Premises. As of November 1, 2026 (the "ROFO Premises Commencement Date"), the Premises shall be enlarged by the inclusion of the ROFO Premises. The ROFO Premises are leased to Tenant for a term commencing on the ROFO Premises Commencement Date and running co-terminously with the current Term of the Lease, expiring

on February 29, 2040 (i.e., the redefined Expiration Date). The ROFO Premises shall be delivered to Tenant in "as-is" condition, broom clean, free and clear of all prior leases, tenants, occupants and their fixtures and personal property, including their exterior signs. The ROFO Premises are leased to Tenant on all the terms and conditions contained in the Lease and the First Amendment, except as hereby amended, without any representation or warranty by Landlord as to their suitability for Tenant's use and occupancy, and without any requirement for Landlord to construct or prepare the ROFO Premises for Tenant's use. Notwithstanding the foregoing, Landlord represents, warrants, and covenants to Tenant that the structural portions of the ROFO Premises, including, but not limited to, mechanical, electrical, plumbing, and fire and life safety systems and equipment will be in good working order and in compliance with all applicable laws in effect and as interpreted on the ROFO Premises Commencement Date. Tenant shall be responsible, at Tenant's expense, for all work that is necessary or desirable by Tenant to prepare the ROFO Premises for Tenant's use ("Tenant's Work"). Tenant's Work shall be done pursuant to plans and specifications approved in advance by Landlord and in compliance with all applicable terms and conditions of the Lease, including but not limited to Section 6.2.5 thereof. As of the ROFO Premises Commencement Date, the Premises under the Lease shall consist of approximately 131,623 rentable square feet in total comprised of the Existing Premises, the Expansion Premises and the ROFO Premises, and thereafter all references to the Premises under the Lease shall mean the Existing Premises, the Expansion Premises and the ROFO Premises altogether unless the context requires otherwise.

3. ROFO Premises Fixed Rent. Tenant's obligation to pay (a) Fixed Rent for the ROFO Premises (the "ROFO Premises Fixed Rent") and (b) Additional Rent on account of Operating Costs and Taxes for the ROFO Premises shall commence on September 1, 2027 (i.e., ten (10) months from the ROFO Premises Commencement Date – referred to herein as the "ROFO Premises Rent Commencement Date"). Commencing on the ROFO Premises Rent Commencement Date, Tenant shall pay to Landlord Fixed Rent on a net basis for the ROFO Premises at the same time and in the same manner set forth in Section 4.1 of the Lease, at the Annual Fixed Rent Rate and the Monthly Fixed Rent Rate for the ROFO Premises as set forth in the ROFO Premises Fixed Rent Schedule attached hereto as Exhibit B and incorporated herein by reference.

4. Delays. In the event that the ROFO Premises Commencement Date has not occurred by January 1, 2027, then Tenant shall be entitled to an abatement of the ROFO Premises Fixed Rent in accordance with the provisions of Section 10 of Exhibit B to the First Amendment, except that when implementing the provisions of said Section 10, (a) the term "Tenant Improvement Access Date" shall be deemed to mean the ROFO Premises Commencement Date in each instance it appears, (b) the First Outside Date shall be January 1, 2027, and (c) the term "Expansion Premises Rent Commencement Date" shall be deemed to mean the ROFO Premises Rent Commencement Date in each instance it appears.

5. ROFO Premises Allowance. Landlord shall provide a tenant improvement allowance of Twenty Dollars ($20.00) per rentable square foot of the ROFO Premises (i.e., up to $868,840.00) based on 43,442 rentable square feet of the ROFO Premises (the "ROFO Premises Allowance") to be used for Tenant's Work in the ROFO Premises. The ROFO Premises Allowance shall be used by Tenant, at its election, for hard and soft construction costs in connection with the Tenant's Work, including consultant, architectural and engineering fees and

equipment costs related to the ROFO Premises. All costs of Tenant's Work in excess of the ROFO Premises Allowance shall be paid for entirely by Tenant at its sole cost and expense. The ROFO Premises Allowance shall be payable to Tenant upon written requisition ("Draw Request") in installments as Tenant's Work progresses, but in no event more frequently than once during any thirty (30) day period. Landlord shall withhold from each Draw Request a retainage equal to ten percent (10%) of each Draw Request. The aggregate sum of the amounts so held back is referred to as the "Retainage Amount". The amount of each installment of the ROFO Premises Allowance payable to Tenant pursuant to any such Draw Request shall be an amount equal to the actual costs paid by Tenant for completed portions of the Tenant Work referenced in such Draw Request, less the applicable retainage. The ROFO Premises Allowance shall be disbursed to Tenant within thirty (30) days after Landlord's receipt of a Draw Request and all of the documentation listed in clauses (i), (ii), (iii), (v) and (vi) under Section 5(a) of Exhibit B of the First Amendment (intentionally excluding clause (iv) thereof), to Landlord's reasonable satisfaction. Landlord shall disburse the final installment of the ROFO Premises Allowance in accordance with the terms and conditions set forth in Section 5(b) of Exhibit B of the First Amendment. In application of the foregoing, the phrase "Expansion Premises Allowance" used in said Section 5(b) of Exhibit B shall be deemed to mean the ROFO Premises Allowance in each instance it appears, and the date "October 31, 2025" shall be deemed to mean December 31, 2027 (the "Allowance Sunset Date"). If Landlord fails to deliver the ROFO Premises to Tenant by November 1, 2026, for any reason other than the occurrence of a Force Majeure event, the Allowance Sunset Date shall be extended by the number of days in the period beginning on November 1, 2026, and ending on the day before Landlord's delivery of the ROFO Premises to Tenant. If Landlord fails to pay any of the ROFO Premises Allowance despite Tenant having provided all required information and having satisfied all conditions precedent to disbursement, then Tenant shall have the right to offset the unpaid amounts in the manner set forth in Section 5(d) of Exhibit B of the First Amendment, replacing "Expansion Premises Allowance" with "ROFO Premises Allowance" and "Expansion Premises Fixed Rent" with "ROFO Premises Fixed Rent".

6. Guarantor. Tenant's obligations under the Lease are secured by a Guaranty dated February 14, 2022 executed by Lantheus Holdings, Inc. ("Guarantor"). Guarantor joins in the execution of this Second Amendment for the purpose of confirming Guarantor's consent to the terms, agreements and obligations of Tenant set forth herein.

7. Brokers. Tenant warrants and represents that it has dealt with no broker in connection with the consummation of this Second Amendments, other than Cushman & Wakefield and CBRE (the "Brokers"), and in the event of any brokerage claims, other than by the Brokers against Landlord predicated upon prior dealings with Tenant, Tenant agrees to defend the same and indemnify and hold Landlord harmless against any such claims.

8. Execution. This Second Amendment shall not be valid and binding until executed and delivered by Landlord, and may be executed in multiple counterparts, each of which shall be deemed an original and all of which, when taken together, shall constitute one and the same instrument. Any facsimile, PDF, or other electronic transmittal of original signature versions of this Second Amendment shall be considered to have the same legal effect as execution and delivery of the original document and shall be treated in all manner and respects as the original document. Execution of this Second Amendment by means of DocuSign is an acceptable form

of execution, valid and binding and having the same legal effect as execution with wet ink signatures and shall be treated in all respects as the original document

9. Entire Agreement. This Second Amendment (together with the Original Lease and First Amendment, as applicable) contains the entire agreement of the parties regarding the subject matter hereof. There are no promises, agreements, conditions, undertakings, warranties, or representations, oral or written, express or implied, among them, relating to this subject matter, other than as set forth herein. This Second Amendment shall be construed under the laws of the Commonwealth of Massachusetts and shall be binding upon and shall inure to the benefit of the parties hereto and their respective heirs, successors and assigns.

Signatures appear on the following page

WITNESS the execution under seal this 3rd day of October, 2024.

LANDLORD:

201 BURLINGTON ROAD OWNER, LLC,
a Delaware limited liability company

By: 201 Burlington Road Venture, LLC, a Delaware limited liability company,
its sole member

By: 201 Burlington Road NDC Promote LLC, a Massachusetts limited liability company, its Manager

By: Nordblom JV Manager, Inc., a Massachusetts corporation,
its manager

By: _/s/ Crosby Nordblom
Name: Crosby Nordblom
Title: SVP

By: _/s/ Todd S. Nordblom
Name: Todd S. Nordblom
Title: President

TENANT:

LANTHEUS MEDICAL IMAGING, INC.

By: _/s/ Paul Blanchfield
Name: Paul Blanchfield
Title: President

GUARANTOR:

LANTHEUS HOLDINGS, INC.

By: _/s/ Paul Blanchfield
Name: Paul Blanchfield
Title: President

EXHIBIT A

PLAN SHOWING THE ROFO PREMISES

[***]

EXHIBIT B

ROFO PREMISES FIXED RENT SCHEDULE

43,442 RSF

PERIOD		FIXED RENT		
START	**END**	**PSF Fixed Rent**	**Monthly Fixed Rent**	**Period Fixed Rent**
11/1/2026	8/31/2027	$0.00	$0.00	$0.00
9/1/2027	8/31/2028	$25.00	$90,504.17	$1,086,050.00
9/1/2028	8/31/2029	$25.75	$93,219.29	$1,118,631.50
9/1/2029	8/31/2030	$26.52	$96,015.87	$1,152,190.45
9/1/2030	8/31/2031	$27.32	$98,896.35	$1,186,756.16
9/1/2031	8/31/2032	$28.14	$101,863.24	$1,222,358.84
9/1/2032	8/31/2033	$28.98	$104,919.13	$1,259,029.61
9/1/2033	8/31/2034	$29.85	$108,066.71	$1,296,800.50
9/1/2034	8/31/2035	$30.75	$111,308.71	$1,335,704.51
9/1/2035	8/31/2036	$31.67	$114,647.97	$1,375,775.65
9/1/2036	8/31/2037	$32.62	$118,087.41	$1,417,048.92
9/1/2037	8/31/2038	$33.60	$121,630.03	$1,459,560.38
9/1/2038	8/31/2039	$34.61	$125,278.93	$1,503,347.20
9/1/2039	Upon Lease Expiration Date	$35.64	$129,037.30	$1,548,447.61

ROFO Premises Commencement Date: 11/1/2026
Free Rent / Construction Period: 10 Months
ROFO Premises Rent Commencement Date: 9/1/2027
ROFO Premises Expiration Date: Lease Expiration Date

Exhibit 10.35

INDEMNIFICATION AGREEMENT

This INDEMNIFICATION AGREEMENT (the "***Agreement***") is made effective as of _____ between Lantheus Holdings, Inc., a Delaware corporation ("***Holdings***"), and Lantheus Medical Imaging, Inc., a Delaware corporation and wholly-owned subsidiary of Holdings (each a "***Company***" and collectively, with Holdings, the "***Companies***"), and [ ] ("***Indemnitee***"). Capitalized terms not defined elsewhere in this Agreement shall have the meanings ascribed to them in Section 17 herein.

WHEREAS, highly competent persons have become more reluctant to serve corporations as directors or officers or in other capacities unless they are provided with adequate protection through insurance or adequate indemnification against inordinate risks of claims and actions against them arising out of their service to and activities on behalf of the corporation;

WHEREAS, the Boards of Directors of the Companies (each, a "***Board***" and collectively, the "***Boards***") have determined that, in order to attract and retain qualified individuals, the Companies will attempt to maintain on an ongoing basis, at their sole expense, liability insurance to protect persons serving the Companies and their subsidiaries from certain liabilities. Although the furnishing of such insurance has been a customary and widespread practice among United States-based corporations and other business enterprises, the Companies believe that, given current market conditions and trends, such insurance may be available to it in the future only at higher premiums and with more exclusions. At the same time, directors, officers, and other persons in service to corporations or business enterprises are being increasingly subjected to expensive and time-consuming litigation relating to, among other things, matters that traditionally would have been brought only against the Companies or business enterprises themselves. The Certificates of Incorporation of the Companies, as amended from time to time (the "***Certificates of Incorporation***"), require indemnification of the officers and directors of the Companies. Indemnitee may also be entitled to indemnification pursuant to the General Corporation Law of the State of Delaware ("***DGCL***"). The Certificates of Incorporation and the DGCL expressly provide that the indemnification provisions set forth therein are not exclusive, and thereby contemplate that contracts may be entered into between the Companies and members of the boards of directors, officers and other persons with respect to indemnification;

WHEREAS, the uncertainties relating to such insurance and to indemnification have increased the difficulty of attracting and retaining such persons;

WHEREAS, the Boards have determined that the increased difficulty in attracting and retaining such persons is detrimental to the best interests of each Company's stockholders and that the Companies should act to assure such persons that there will be increased certainty of such

protection in the future;

WHEREAS, it is reasonable, prudent and necessary for the Companies contractually to obligate themselves to indemnify, and to advance expenses on behalf of, such persons to the fullest extent permitted by applicable law so that they will serve or continue to serve the Companies free from undue concern that they will not be so indemnified;

WHEREAS, this Agreement is a supplement to and in furtherance of the Certificates of Incorporation, the Bylaws and any resolutions adopted pursuant thereto, and shall not be deemed a substitute therefor, nor to diminish or abrogate any rights of Indemnitee thereunder; and

WHEREAS, Indemnitee does not regard the protection available under the Bylaws, Certificates of Incorporation and insurance as adequate in the present circumstances, and may not be willing to serve as an officer or director without adequate protection, and the Companies desire Indemnitee to serve in such capacity. Indemnitee is willing to serve, continue to serve and to take on additional service for or on behalf of the Companies on the condition that he or she be so indemnified.

NOW, THEREFORE, in consideration of Indemnitee's agreement to serve as an officer or director from and after the date hereof, the parties hereto agree as follows:

TERMS AND CONDITIONS

1. Services to the Company. Indemnitee will agree to begin or continue his or her Corporate Status for so long as Indemnitee is duly elected or appointed or until Indemnitee tenders his or her resignation. Nothing contained in this Agreement shall be construed as giving Indemnitee any right to be retained in the employ of the Companies or any of their subsidiaries or affiliated entities. The foregoing notwithstanding, this Agreement shall continue in force after Indemnitee's Corporate Status with the Companies has ceased.

2. Indemnity of Indemnitee. The Companies hereby agree to hold harmless and indemnify Indemnitee to the fullest extent permitted by law, as such may be amended from time to time. In furtherance of the foregoing indemnification, and without limiting the generality thereof:

(a) Proceedings Other Than Proceedings by or in the Right of Either of the Companies. The Companies shall indemnify, hold harmless and exonerate Indemnitee in accordance with the provisions of this Section 2(a) if Indemnitee was, is, or is threatened to be made, a party to or a participant (as a witness or otherwise) in any Proceeding, other than a Proceeding by or in the right of the Companies to procure a judgment in its favor. Pursuant to this Section 2, Indemnitee shall be indemnified, held harmless and exonerated to the fullest extent permitted by applicable law against all Expenses, judgments, liabilities, fines, penalties and amounts paid in settlement (including, without limitation, all interest, assessments and other charges paid or payable in connection with or in respect of such Expenses, judgments, fines, penalties and amounts paid in settlement) actually and reasonably incurred by Indemnitee or on his or her behalf in connection with such Proceeding or any claim, issue or matter therein, if Indemnitee acted in good faith and in a manner Indemnitee reasonably believed to be in or not

opposed to the best interests of the Companies and, in the case of a criminal Proceeding, had no reasonable cause to believe that his or her conduct was unlawful.

(b) Proceedings by or in the Right of Either of the Companies. The Companies shall indemnify, hold harmless and exonerate Indemnitee in accordance with the provisions of this Section 2(b) if Indemnitee was, is, or is threatened to be made, a party to or a participant (as a witness or otherwise) in any Proceeding by or in the right of the Companies to procure a judgment in its favor. Pursuant to this Section 2(b), Indemnitee shall be indemnified, held harmless and exonerated to the fullest extent permitted by applicable law against all Expenses actually and reasonably incurred by him or her or on his or her behalf in connection with such Proceeding or any claim, issue or matter therein, if Indemnitee acted in good faith and in a manner he or she reasonably believed to be in or not opposed to the best interests of the Companies. No indemnification, hold harmless or exoneration for Expenses shall be made under this Section 2(b) in respect of any claim, issue or matter as to which Indemnitee shall have been finally adjudged by a court to be liable to the Companies, unless and only to the extent that any court in which the Proceeding was brought or the Delaware Court shall determine upon application that, despite the adjudication of liability but in view of all the circumstances of the case, Indemnitee is fairly and reasonably entitled to indemnification, to be held harmless or to exoneration..

(c) Indemnification for Expenses of a Party Who is Wholly or Partly Successful. Notwithstanding any other provisions of this Agreement, to the fullest extent permitted by applicable law and to the extent that Indemnitee is a party to (or a participant in) and is successful, on the merits or otherwise, in any Proceeding or in defense of any claim, issue or matter therein, in whole or in part, the Companies shall indemnify, hold harmless and exonerate Indemnitee against all Expenses actually and reasonably incurred by him or her in connection therewith. If Indemnitee is not wholly successful in such Proceeding but is successful, on the merits or otherwise, as to one or more but less than all claims, issues or matters in such Proceeding, the Companies shall indemnify, hold harmless and exonerate Indemnitee against all Expenses actually and reasonably incurred by him or her or on his or her behalf in connection with each successfully resolved claim, issue or matter to the fullest extent permitted by law. For purposes of this Section and without limitation, the termination of any claim, issue or matter in such a Proceeding by dismissal, with or without prejudice, shall be deemed to be a successful result as to such claim, issue or matter.

(d) Partial Indemnification. If Indemnitee is entitled under any provision of this Agreement to indemnification by the Companies for some or a portion of Expenses, but not, however, for the total amount thereof, the Companies shall nevertheless indemnify Indemnitee for the portion thereof to which Indemnitee is entitled.

3. Additional Indemnity. In addition to, and without regard to any limitations on, the indemnification provided for in Section 2 of this Agreement, the Companies shall and hereby do indemnify and hold harmless Indemnitee against all Expenses, judgments, penalties, fines and amounts paid in settlement actually and reasonably incurred by him or her or on his or her behalf if, by reason of his Corporate Status, he or she is, or is threatened to be made, a party to or participant in any Proceeding (including a Proceeding by or in the right of either of the Companies), including, without limitation, all liability arising out of the negligence or active or passive wrongdoing of Indemnitee. The only limitation that shall exist upon the Companies'

obligations pursuant to this Agreement shall be that the Companies shall not be obligated to make any payment to Indemnitee that is finally determined (under the procedures, and subject to the presumptions, set forth in Sections 8 and 9 hereof) to be unlawful.

4. Contribution.

(a) Whether or not the indemnification provided in Sections 2 and 3 hereof is available, in respect of any threatened, pending or completed action, suit or proceeding in which either Company is jointly liable with Indemnitee (or would be if joined in such action, suit or proceeding), the Companies shall pay, in the first instance, the entire amount of any judgment or settlement of such action, suit or proceeding without requiring Indemnitee to contribute to such payment and the Companies hereby waive and relinquish any right of contribution it may have against Indemnitee. The Companies shall not, without Indemnitee's prior written consent, enter into any such settlement of any action, suit or proceeding (in whole or in part) unless such settlement (i) provides for a full and final release of all claims asserted against Indemnitee and (ii) does not impose any Expense, judgment, fine, penalty or limitation on Indemnitee.

(b) Without diminishing or impairing the obligations of the Companies set forth in the preceding subparagraph, if, for any reason, Indemnitee shall elect or be required to pay all or any portion of any judgment or settlement in any threatened, pending or completed action, suit or proceeding in which either of the Companies is jointly liable with Indemnitee (or would be if joined in such action, suit or proceeding), the Companies shall contribute to the amount of Expenses, judgments, fines and amounts paid in settlement actually and reasonably incurred and paid or payable by Indemnitee in proportion to the relative benefits received by either of the Companies and all officers, directors or employees of such Company, other than Indemnitee, who are jointly liable with Indemnitee (or would be if joined in such action, suit or proceeding), on the one hand, and Indemnitee, on the other hand, from the transaction from which such action, suit or proceeding arose; provided, however, that the proportion determined on the basis of relative benefit may, to the extent necessary to conform to law, be further adjusted by reference to the relative fault of such Company and all officers, directors or employees of such Company other than Indemnitee who are jointly liable with Indemnitee (or would be if joined in such action, suit or proceeding), on the one hand, and Indemnitee, on the other hand, in connection with the events that resulted in such expenses, judgments, fines or settlement amounts, as well as any other equitable considerations which the Law may require to be considered. The relative fault of either Company and all officers, directors or employees of such Company, other than Indemnitee, who are jointly liable with Indemnitee (or would be if joined in such action, suit or proceeding), on the one hand, and Indemnitee, on the other hand, shall be determined by reference to, among other things, the degree to which their actions were motivated by intent to gain personal profit or advantage, the degree to which their liability is primary or secondary and the degree to which their conduct is active or passive.

(c) The Companies hereby agree to fully indemnify, hold harmless and exonerate Indemnitee from any claims of contribution which may be brought by officers, directors or employees of either Company, other than Indemnitee, who may be jointly liable with Indemnitee.

(d) To the fullest extent permissible under applicable law, if the indemnification, hold harmless and/or exoneration rights provided for in this Agreement are unavailable to Indemnitee in whole or in part for any reason whatsoever, the Companies, in lieu of indemnifying, holding harmless or exonerating Indemnitee, shall pay in the first instance, the entire amount incurred by Indemnitee, whether for judgments, liabilities, fines, penalties, amounts paid or to be paid in settlement and/or for Expenses, in connection with any Proceeding without requiring Indemnitee to contribute to such payment, and the Companies hereby waive and relinquishes any right of contribution it may have at any time against Indemnitee.

5. Indemnification for Expenses of a Witness. Notwithstanding any other provision of this Agreement, to the fullest extent permitted by applicable law and to the extent that Indemnitee is, by reason of his or her Corporate Status, a witness or otherwise asked to participate in any Proceeding to which Indemnitee is not a party, he or she shall be indemnified, held harmless and exonerated against all Expenses actually and reasonably incurred by him or her or on his or her behalf in connection therewith.

6. Advancement of Expenses.

(a) Notwithstanding any other provision of this Agreement, the Companies shall advance all Expenses incurred by or on behalf of Indemnitee in connection with any Proceeding by reason of Indemnitee's Corporate Status within twenty (20) days after the receipt by the Companies of a statement or statements from Indemnitee requesting such advance or advances from time to time, whether prior to or after final disposition of such Proceeding. Advances shall be made without regard to Indemnitee's ability to repay the Expenses and without regard to Indemnitee's ultimate entitlement to be indemnified, held harmless or exonerated under the other provisions of this Agreement. Advances shall include any and all reasonable Expenses incurred pursuing a Proceeding to enforce this right of advancement, including Expenses incurred preparing and forwarding statements to the Companies to support the advances claimed. The Indemnitee shall qualify for advances, to the fullest extent permitted by applicable law, upon the execution and delivery to the Companies of this Agreement, which shall constitute an undertaking providing that the Indemnitee undertakes to repay the amounts advanced (without interest) to the extent that it is ultimately determined that Indemnitee is not entitled to be indemnified by the Companies. No other form of undertaking shall be required other than the execution of this Agreement. This Section 6 shall not apply to any claim made by Indemnitee for which an indemnification, hold harmless or exoneration payment is excluded pursuant to Section 8.

(b) The Companies shall be entitled to participate in the Proceeding at their own cost and expense.

(c) The Companies shall not settle any action, claim or Proceeding (in whole or in part) which would impose any Expense, judgment, fine, penalty or limitation on the Indemnitee without the Indemnitee's prior written consent.

7. Procedure for Notification and Application for Indemnification.

(a) Indemnitee agrees to notify promptly the Companies in writing upon being served with any summons, citation, subpoena, complaint, indictment, information or other

document relating to any Proceeding or matter which may be subject to indemnification, hold harmless or exoneration rights or advancement of Expenses covered hereunder. The failure of Indemnitee to so notify the Companies shall not relieve the Companies of any obligation which it may have to the Indemnitee under this Agreement, or otherwise, and any delay in so notifying the Companies shall not constitute a waiver by Indemnitee of any rights under this Agreement.

(b) Indemnitee may deliver to the Companies a written application to indemnify, hold harmless or exonerate Indemnitee in accordance with this Agreement. Such application(s) may be delivered from time to time and at such time(s) as Indemnitee deems appropriate in Indemnitee's sole discretion. Following such a written application for indemnification by Indemnitee, the Indemnitee's entitlement to indemnification shall be determined according to Section 8(a) of this Agreement

8. Procedures upon Application for Indemnification.

(a) A determination, if required by applicable law, with respect to Indemnitee's entitlement to indemnification shall be made in the specific case by one of the following methods, which shall be at the election of the Indemnitee: (i) by a majority vote of the Disinterested Directors, even though less than a quorum of the Board; (ii) by a committee of Disinterested Directors designated by a majority vote of the Disinterested Directors, even though less than a quorum; or (iii) by Independent Counsel in a written opinion to the Board, a copy of which shall be delivered to Indemnitee. The Companies promptly will advise Indemnitee in writing with respect to any determination that Indemnitee is or is not entitled to indemnification, including, without limitation, a description of any reason or basis for which indemnification has been denied. If it is so determined that Indemnitee is entitled to indemnification, payment to Indemnitee shall be made within ten (10) days after such determination. Indemnitee shall reasonably cooperate with the Person or Persons making such determination with respect to Indemnitee's entitlement to indemnification, including, without limitation, providing to such Person or Persons upon reasonable advance request any documentation or information which is not privileged or otherwise protected from disclosure and which is reasonably available to Indemnitee and reasonably necessary to such determination. Any costs or Expenses (including attorneys' fees and disbursements) incurred by Indemnitee in so cooperating with the person, persons or entity making such determination shall be borne by the Companies (irrespective of the determination as to Indemnitee's entitlement to indemnification) and the Companies hereby indemnify and agree to hold Indemnitee harmless therefrom.

(b) In the event the determination of entitlement to indemnification is to be made by Independent Counsel pursuant to Section 8(a) hereof, the Independent Counsel shall be selected as provided in this Section 8(b). The Independent Counsel shall be selected by Indemnitee (unless Indemnitee shall request that such selection be made by the Board), and Indemnitee shall give written notice to the Companies advising it of the identity of the Independent Counsel so selected and certifying that the Independent Counsel so selected meets the requirements of "Independent Counsel" as defined in Section 17 of this Agreement. If the Independent Counsel is selected by the Board, the Companies shall give written notice to Indemnitee advising him or her of the identity of the Independent Counsel so selected and certifying that the Independent Counsel so selected meets the requirements of "Independent Counsel" as defined in Section 17 of this Agreement. In either event, Indemnitee or the Companies, as the case may be, may, within

ten (10) days after such written notice of selection shall have been received, deliver to the Companies or to Indemnitee, as the case may be, a written objection to such selection; provided, however, that such objection may be asserted only on the ground that the Independent Counsel so selected does not meet the requirements of "Independent Counsel" as defined in Section 17 of this Agreement, and the objection shall set forth with particularity the factual basis of such assertion. Absent a proper and timely objection, the person so selected shall act as Independent Counsel. If such written objection is so made and substantiated, the Independent Counsel so selected may not serve as Independent Counsel unless and until such objection is withdrawn or the Delaware Court has determined that such objection is without merit. If, within twenty (20) days after submission by Indemnitee of a written request for indemnification pursuant to Section 7(a) hereof, no Independent Counsel shall have been selected and not objected to, either the Companies or Indemnitee may petition the Delaware Court for resolution of any objection which shall have been made by the Companies or Indemnitee to the other's selection of Independent Counsel and/or for the appointment as Independent Counsel of a person selected by the Delaware Court, and the person with respect to whom all objections are so resolved or the person so appointed shall act as Independent Counsel under Section 8(a) hereof. Upon the due commencement of any judicial proceeding or arbitration pursuant to Section 10(a) of this Agreement, Independent Counsel shall be discharged and relieved of any further responsibility in such capacity (subject to the applicable standards of professional conduct then prevailing).

(c) The Companies agree to pay the reasonable fees and expenses of Independent Counsel and to fully indemnify and hold harmless such Independent Counsel against any and all Expenses, claims, liabilities and damages arising out of or relating to this Agreement or its engagement pursuant hereto.

(d) If the Companies dispute a portion of the amounts for which indemnification is requested, the undisputed portion shall be paid and only the disputed portion withheld pending resolution of any such dispute.

9. Presumptions and Effect of Certain Proceedings.

(a) In making a determination with respect to entitlement to indemnification hereunder, the person or persons or entity making such determination shall presume that Indemnitee is entitled to indemnification under this Agreement. Anyone seeking to overcome this presumption shall have the burden of proof and the burden of persuasion by clear and convincing evidence. Neither the failure of the Companies (including by their respective directors or independent legal counsel) to have made a determination prior to the commencement of any action pursuant to this Agreement that indemnification is proper in the circumstances because Indemnitee has met the applicable standard of conduct, nor an actual determination by the Companies (including by their respective directors or independent legal counsel) that Indemnitee has not met such applicable standard of conduct, shall be a defense to the action or create a presumption that Indemnitee has not met the applicable standard of conduct.

(b) Indemnitee shall be deemed to have acted in good faith if Indemnitee's action is based on the records or books of account of the Enterprise, including financial statements, or on information supplied to Indemnitee by the officers of the Enterprise in the course of their duties, or on the advice of legal counsel for the Enterprise or on information or

records given or reports made to the Enterprise by an independent certified public accountant or by an appraiser or other expert selected with reasonable care by the Enterprise. In addition, the knowledge and/or actions, or failure to act, of any director, officer, agent or employee of the Enterprise shall not be imputed to Indemnitee for purposes of determining the right to indemnification under this Agreement. Whether or not the foregoing provisions of this Section 9(b) are satisfied, it shall in any event be presumed that Indemnitee has at all times acted in good faith and in a manner he or she reasonably believed to be in or not opposed to the best interests of either of the Companies. Anyone seeking to overcome this presumption shall have the burden of proof and the burden of persuasion by clear and convincing evidence.

(c) If the person, persons or entity empowered or selected under this Section 9 to determine whether Indemnitee is entitled to indemnification shall not have made a determination within thirty (30) days after receipt by the Companies of the request therefor, the requisite determination of entitlement to indemnification shall be deemed to have been made and Indemnitee shall be entitled to such indemnification absent (i) a misstatement by Indemnitee of a material fact, or an omission of a material fact necessary to make Indemnitee's statement not materially misleading, in connection with the request for indemnification, or (ii) a prohibition of such indemnification under applicable law; provided, however, that such 30-day period may be extended for a reasonable time, not to exceed an additional fifteen (15) days, if the person, persons or entity making such determination with respect to entitlement to indemnification in good faith requires such additional time to obtain or evaluate documentation and/or information relating thereto.

(d) Indemnitee shall cooperate with the person, persons or entity making such determination with respect to Indemnitee's entitlement to indemnification, including providing to such person, persons or entity upon reasonable advance request any documentation or information which is not privileged or otherwise protected from disclosure and which is reasonably available to Indemnitee and reasonably necessary to such determination. Any Independent Counsel or member of the Boards shall act reasonably and in good faith in making a determination regarding Indemnitee's entitlement to indemnification under this Agreement. Any costs or expenses (including attorneys' fees and disbursements) incurred by Indemnitee in so cooperating with the person, persons or entity making such determination shall be borne, jointly and severally, by the Companies (irrespective of the determination as to Indemnitee's entitlement to indemnification) and the Companies hereby indemnify and agree to hold Indemnitee harmless therefrom.

(e) The Companies acknowledge that a settlement or other disposition short of final judgment may be successful if it permits a party to avoid expense, delay, distraction, disruption and uncertainty. In the event that any action, claim or proceeding to which Indemnitee is a party is resolved in any manner other than by adverse judgment against Indemnitee (including, without limitation, settlement of such action, claim or proceeding with or without payment of money or other consideration) it shall be presumed that Indemnitee has been successful on the merits or otherwise in such action, suit or proceeding. Anyone seeking to overcome this presumption shall have the burden of proof and the burden of persuasion by clear and convincing evidence.

(f) The termination of any Proceeding or of any claim, issue or matter therein, by judgment, order, settlement or conviction, or upon a plea of *nolo contendere* or its equivalent, shall not (except as otherwise expressly provided in this Agreement) of itself adversely affect the right of Indemnitee to indemnification or create a presumption that Indemnitee did not act in good faith and in a manner which he or she reasonably believed to be in or not opposed to the best interests of either of the Companies or, with respect to any criminal Proceeding, that Indemnitee had reasonable cause to believe that his or her conduct was unlawful.

(g) The knowledge and/or actions, or failure to act, of any other director, officer, trustee, partner, managing member, fiduciary, agent or employee of the Enterprise shall not be imputed to Indemnitee for purposes of determining the right to indemnification under this Agreement.

10. Remedies of Indemnitee.

(a) In the event that (i) a determination is made pursuant to Section 8 of this Agreement that Indemnitee is not entitled to indemnification under this Agreement, (ii) advancement of Expenses is not timely made pursuant to Section 6 of this Agreement, (iii) no determination of entitlement to indemnification is made pursuant to Section 8(b) of this Agreement within thirty (30) days after receipt by the Companies of the request for indemnification, (iv) payment of indemnification, hold harmless or exoneration is not made pursuant to this Agreement within ten (10) days after receipt by the Companies of a written request therefor, or (v) payment of indemnification is not made within ten (10) days after a determination has been made that Indemnitee is entitled to indemnification or such determination is deemed to have been made pursuant to Section 8 of this Agreement, Indemnitee shall be entitled to an adjudication in the Delaware Court of Indemnitee's entitlement to such indemnification, contribution or advancement of Expenses. Alternatively, Indemnitee, at his or her option, may seek an award in arbitration to be conducted by a single arbitrator pursuant to the Commercial Arbitration Rules of the American Arbitration Association. Except as set forth herein, the provisions of Delaware law (without regard to its conflict of law rules) shall apply to any such arbitration. The Companies shall not oppose Indemnitee's right to seek any such adjudication or award in arbitration.

(b) Upon the occurrence or non-occurrence of any of the events set forth in Section 10(b) of this Agreement, any judicial proceeding commenced pursuant to this Section 10 shall be conducted in all respects as a *de novo* trial, or arbitration, on the merits, and Indemnitee shall not be prejudiced by reason of the adverse determination under Section 8(b). In any judicial proceeding or arbitration commenced pursuant to this Section 10, Indemnitee shall be presumed to be entitled to indemnification and advancement under this Agreement and the Companies shall have the burden of proving Indemnitee is not entitled to indemnification or advancement of Expenses, as the case may be, and the Companies may not refer to or introduce into evidence any determination pursuant to Section 9(b) of this Agreement adverse to Indemnitee for any purpose. If Indemnitee commences a judicial proceeding or arbitration pursuant to this Section 10, Indemnitee shall not be required to reimburse the Companies for any advances pursuant to Section 6 until a final determination is made with respect to Indemnitee's entitlement to indemnification (as to which all rights of appeal have been exhausted or lapsed).

(c) If a determination shall have been made pursuant to Section 8 of this Agreement that Indemnitee is entitled to indemnification, the Companies shall be bound by such determination in any judicial proceeding commenced pursuant to this Section 10, absent (i) a misstatement by Indemnitee of a material fact, or an omission of a material fact necessary to make Indemnitee's misstatement not materially misleading in connection with the application for indemnification, or (ii) a prohibition of such indemnification under applicable law.

(d) In the event that Indemnitee, pursuant to this Section 10, seeks a judicial adjudication of his or her rights under, or to recover damages for breach of, this Agreement, or to recover under any directors' and officers' liability insurance policies maintained by the Companies, the Companies shall pay, jointly and severally, on his or her behalf, in advance, any and all Expenses actually and reasonably incurred by him or her in such judicial adjudication, regardless of whether Indemnitee ultimately is determined to be entitled to such indemnification, advancement of expenses or insurance recovery.

(e) The Companies shall be precluded from asserting in any judicial proceeding commenced pursuant to this Section 10 that the procedures and presumptions of this Agreement are not valid, binding and enforceable and shall stipulate in any such court that the Companies are bound by all the provisions of this Agreement. The Companies shall, jointly and severally, indemnify Indemnitee against any and all Expenses and, if requested by Indemnitee, shall (within ten (10) days after receipt by the Companies of a written request therefore) advance, to the extent not prohibited by law, such expenses to Indemnitee, which are incurred by Indemnitee in connection with any action brought by Indemnitee for indemnification or advance of Expenses from the Companies under this Agreement or under any directors' and officers' liability insurance policies maintained by the Companies, regardless of whether Indemnitee ultimately is determined to be entitled to such indemnification, advancement of Expenses or insurance recovery, as the case may be.

(f) Notwithstanding anything in this Agreement to the contrary, no determination as to entitlement to indemnification under this Agreement shall be required to be made prior to the final disposition of the Proceeding.

11. Non-Exclusivity; Survival of Rights; Insurance; Primacy of Indemnification; Subrogation.

(a) The rights of indemnification and to receive advancement of expenses as provided by this Agreement shall not be deemed exclusive of any other rights to which Indemnitee may at any time be entitled under applicable law, the Certificates of Incorporation, any agreement, a vote of stockholders, a resolution of directors or otherwise, of the Companies. No amendment, alteration or repeal of this Agreement or of any provision hereof shall limit or restrict any right of Indemnitee under this Agreement in respect of any action taken or omitted by such Indemnitee in his or her Corporate Status prior to such amendment, alteration or repeal. To the extent that a change in the DGCL, whether by statute or judicial decision, permits greater indemnification than would be afforded currently under the Certificates of Incorporation and this Agreement, it is the intent of the parties hereto that Indemnitee shall enjoy by this Agreement the greater benefits so afforded by such change. No right or remedy herein conferred is intended to be exclusive of any other right or remedy, and every other right and remedy shall be cumulative

and in addition to every other right and remedy given hereunder or now or hereafter existing at law or in equity or otherwise. The assertion or employment of any right or remedy hereunder, or otherwise, shall not prevent the concurrent assertion or employment of any other right or remedy.

(b) The Companies shall obtain and maintain in effect during the entire period for which the Companies are obligated to indemnify Indemnitee under this Agreement, one or more policies of insurance with reputable insurance companies to provide the directors of the Companies with coverage for losses from wrongful acts and omissions and to ensure the Companies' performance of their indemnification obligations under this Agreement. Indemnitee shall be covered by such policy or policies in accordance with its or their terms to the maximum extent of the coverage available for any such officer or director under such policy or policies. In all such insurance policies, Indemnitee shall be named as an insured in such a manner as to provide Indemnitee with the same rights and benefits as are accorded to the most favorably insured of the Companies' directors and officers. At the time of the receipt of a notice of a claim pursuant to the terms hereof, the Companies shall give prompt notice of the commencement of such proceeding to the insurers in accordance with the procedures set forth in the respective policies. The Companies shall thereafter take all necessary or desirable action to cause such insurers to pay, on behalf of Indemnitee, all amounts payable as a result of such proceeding in accordance with the terms of such policies.

(c) In the event of any payment under this Agreement, the Companies shall be subrogated to the extent of such payment to all of the rights of recovery of Indemnitee, who shall execute all papers required and take all action necessary to secure such rights, including execution of such documents as are necessary to enable the Companies to bring suit to enforce such rights.

(d) The Companies shall not be liable under this Agreement to make any payment of amounts otherwise indemnifiable hereunder if and to the extent that Indemnitee has otherwise actually received such payment under any insurance policy, contract, agreement or otherwise.

(e) Each Company's obligation to indemnify or advance Expenses hereunder to Indemnitee who is or was serving at the request of such Company as a director, officer, employee or agent of any other corporation, partnership, joint venture, trust, employee benefit plan or other Enterprise shall be reduced by any amount Indemnitee has actually received as indemnification or advancement of expenses from such other corporation, partnership, joint venture, trust, employee benefit plan or other Enterprise.

(f) Notwithstanding any other provision of this Agreement to the contrary, (i) Indemnitee shall have no obligation to reduce, offset, allocate, pursue or apportion any indemnification, hold harmless, exoneration, advancement, contribution or insurance coverage among multiple parties possessing such duties to Indemnitee prior to the Companies' satisfaction and performance of all their obligations under this Agreement, and (ii) the Companies shall perform fully their obligations under this Agreement without regard to whether Indemnitee holds, may pursue or has pursued any indemnification, advancement, hold harmless, exoneration, contribution or insurance coverage rights against any person or entity other than the Companies.

12. Exception to Right of Indemnification. Notwithstanding any provision in this Agreement, neither Company shall be obligated under this Agreement to make any indemnity in connection with any claim made against Indemnitee:

(a) in connection with any claim made against Indemnitee for which payment has actually been received by or on behalf of Indemnitee under any insurance policy or other indemnity provision, except with respect to any excess beyond the amount actually received under any insurance policy, contract, agreement, other indemnity provision or otherwise;

(b) for an accounting of profits made from the purchase and sale (or sale and purchase) by such Indemnitee of securities of such Company within the meaning of Section 16(b) of the Exchange Act or similar provisions of state statutory law or common law;

(c) for reimbursement to such Company of any bonus or other incentive-based or equity based compensation or of any profits realized by Indemnitee from the sale of securities of such Company in each case as required under the Exchange Act; or

(d) in connection with any Proceeding (or any part of any Proceeding) initiated by Indemnitee, including any Proceeding (or any part of any Proceeding) initiated by Indemnitee against such Company or its directors, officers, employees or other indemnitees, unless (i) such Company has joined in or the Board of such Company authorized the Proceeding (or any part of any Proceeding) prior to its initiation, (ii) such Company provides the indemnification, in its sole discretion, pursuant to the powers vested in such Company under applicable law, or (iii) the Proceeding is one to enforce Indemnitee's rights under this Agreement or his or her rights to indemnification, contribution and/or advancement of expenses pursuant to the Certificates of Incorporation and/or the Bylaws .

13. Non-Disclosure of Payments. Except as expressly required by the securities laws of the United States of America, neither party shall disclose any payments under this Agreement unless prior written approval of the other party is obtained. If any payment information must be disclosed, the Companies shall afford Indemnitee an opportunity to review all such disclosures and, if requested, to explain in such statement any mitigating circumstances regarding the events to be reported.

14. Duration of Agreement. All agreements and obligations of the Companies contained herein shall continue upon the later of (a) six (6) years after the date that Indemnitee shall have ceased to serve as an officer or director of the applicable Company, or a director, officer, trustee, partner, managing member, fiduciary, employee or agent of any other corporation, partnership, joint venture, trust, employee or agent of any other corporation, partnership, joint venture, trust, employee benefit plan or other Enterprise which Indemnitee served at the request of the Companies; or (b) one (1) year after the final termination of any Proceeding (including any rights of appeal thereto) in respect of which Indemnitee is granted rights of indemnification, contribution or advancement of Expenses hereunder and of any Proceeding commenced by Indemnitee pursuant to Section 10 of this Agreement relating thereto (including any rights of appeal of any Section 10 Proceeding). This Agreement shall be binding upon and inure to the benefit of and be enforceable by the parties hereto and their respective successors (including any direct or indirect successor by purchase, merger, consolidation or otherwise to all or substantially

all of the business or assets of either of the Companies), assigns, spouses, heirs, executors and personal and legal representatives.

15. Security. Notwithstanding anything herein to the contrary, to the extent requested by Indemnitee and approved by the Boards, the Companies may at any time and from time to time provide security to Indemnitee for the Companies' obligations hereunder through an irrevocable bank line of credit, funded trust or other collateral. Any such security, once provided to Indemnitee, may not be revoked or released without the prior written consent of Indemnitee.

16. Enforcement.

(a) Each Company expressly confirms and agrees that it has entered into this Agreement and assumed the obligations imposed on it hereby in order to induce Indemnitee to serve as an officer or director of such Company, and such Company acknowledges that Indemnitee is relying upon this Agreement in serving as an officer or director of such Company.

(b) Without limiting any of the rights of Indemnitee under the Certificates of Incorporation or Bylaws, in each case, as they may be in effect from time to time or as they may be amended from time to time, this Agreement constitutes the entire agreement between the parties hereto with respect to the subject matter hereof and supersedes all prior agreements and understandings, oral, written and implied, between the parties hereto with respect to the subject matter hereof.

(c) The rights to be indemnified and to receive contribution and advancement of Expenses provided by or granted Indemnitee pursuant to this Agreement shall apply to Indemnitee's service as an officer, director, employee or agent of the Companies prior to the date of this Agreement, as well as service on or after the date of this Agreement.

(d) The indemnification, contribution and advancement of expenses provided by, or granted pursuant to this Agreement shall be binding upon and be enforceable by the parties hereto and their respective successors and assigns (including any direct or indirect successor by purchase, merger, consolidation or otherwise to all or substantially all of the business or assets of either of the Companies), shall continue as to an Indemnitee who has ceased to be a director, officer, employee or agent of either of the Companies or of any other Enterprise at the Companies' request, and shall inure to the benefit of Indemnitee and his or her spouse, assigns, heirs, devisees, executors and administrators and other legal representatives.

(e) The Companies shall require and cause any successor (whether direct or indirect by purchase, merger, consolidation or otherwise) to all, substantially all or a substantial part, of the business and/or assets of either of the Companies to expressly to assume and agree to perform this Agreement, as if an original party thereto, in the same manner and to the same extent that the Companies would be required to perform if no such succession had taken place.

(f) The Companies and Indemnitee agree herein that a monetary remedy for breach of this Agreement, at some later date, may be inadequate, impracticable and difficult of proof, and further agree that such breach may cause Indemnitee irreparable harm. Accordingly, the parties hereto agree that Indemnitee may enforce this Agreement by seeking

injunctive relief and/or specific performance hereof, without any necessity of showing actual damage or irreparable harm or posting any bond, and that by seeking injunctive relief and/or specific performance, Indemnitee shall not be precluded from seeking or obtaining any other relief to which he or she may be entitled. The Companies and Indemnitee further agree that Indemnitee shall be entitled to such specific performance and injunctive relief, including temporary restraining orders, preliminary injunctions and permanent injunctions, without the necessity of posting bonds or other undertaking in connection therewith. The Companies acknowledge that in the absence of a waiver, a bond or undertaking may be required of Indemnitee by the Court, and the Companies hereby waive any such requirement of such a bond or undertaking.

17. Definitions. As used in this Agreement:

(a) References to "***agent***" shall mean any individual who is or was a director, officer or employee of any of the Companies or any Subsidiary of the Companies or any other individual authorized by the Companies to act for the Companies, to include such individual serving in such capacity as a director, officer, employee, fiduciary or other official of another corporation, partnership, limited liability company, joint venture, trust or other Enterprise at the request of, for the convenience of, or to represent the interests of any of the Companies or aby Subsidiary of the Companies.

(b) The terms "***Beneficial Owner***" and "***Beneficial Ownership***" shall have the meanings set forth in Rule 13d-3 promulgated under the Exchange Act (as defined below) as in effect on the date hereof; provided, however, that Beneficial Owner shall exclude any Person otherwise becoming a Beneficial Owner by reason of the stockholders of the applicable Company approving a merger of such Company with another entity.

(c) "***Corporate Status***" describes the status of an individual who is or was a director, officer, trustee, general partner, managing member, fiduciary, employee or agent of any of the Companies or of any other Enterprise that such individual is or was serving at the request of any of the Companies.

(d) "***Delaware Court***" shall mean the Court of Chancery of the State of Delaware.

(e) "***Disinterested Director***" shall mean a director of any of the Companies who is not and was not a party to the Proceeding in respect of which indemnification is sought by Indemnitee.

(f) "***Enterprise***" shall mean the Companies and any other corporation, constituent corporation (including any constituent of a constituent) absorbed in a consolidation or merger to which any the Companies (or any of their wholly owned subsidiaries) is a party, limited liability company, partnership, joint venture, trust, employee benefit plan or other enterprise of which Indemnitee is or was serving at the request of any of the Companies as a director, officer, trustee, general partner, managing member, fiduciary, employee or agent.

(g) "***Exchange Act***" shall mean the Securities Exchange Act of 1934, as amended.

(h) "***Expenses***" shall include all direct and indirect costs, fees and expenses of any type or nature whatsoever, including, without limitation, all attorneys' fees and costs, retainers, court costs, transcript costs, fees of experts, witness fees, travel expenses, fees of private investigators and professional advisors, duplicating costs, printing and binding costs, telephone charges, postage, delivery service fees, fax transmission charges, secretarial services, any federal, state, local or foreign taxes imposed on Indemnitee as a result of the actual or deemed receipt of any payments under this Agreement, ERISA excise taxes and penalties, and all other disbursements, obligations or expenses in connection with prosecuting, defending, preparing to prosecute or defend, investigating, being or preparing to be a witness in, settlement or appeal of, or otherwise participating in, a Proceeding, including, without limitation, reasonable compensation for time spent by the Indemnitee for which he or she is not otherwise compensated by the Companies or any third party. Expenses also shall include Expenses incurred in connection with any appeal resulting from any Proceeding, including without limitation the principal, premium, security for, and other costs relating to any cost bond, supersedeas bond, or other appeal bond or its equivalent. Expenses, however, shall not include amounts paid in settlement by Indemnitee or the amount of judgments or fines against Indemnitee.

(i) "***Independent Counsel***" shall mean a law firm or a member of a law firm with significant experience in matters of corporation law and neither presently is, nor in the past five years has been, retained to represent: (i) the Companies or Indemnitee in any matter material to either such party (other than with respect to matters concerning the Indemnitee under this Agreement, or of other indemnitees under similar indemnification agreements); or (ii) any other party to the Proceeding (as defined below) giving rise to a claim for indemnification hereunder. Notwithstanding the foregoing, the term "***Independent Counsel***" shall not include any person who, under the applicable standards of professional conduct then prevailing, would have a conflict of interest in representing either the Companies or Indemnitee in an action to determine Indemnitee's rights under this Agreement.

(j) References to "***fines***" shall include any excise tax assessed on Indemnitee with respect to any employee benefit plan; references to "***serving at the request of the Companies***" shall include any service as a director, officer, employee, agent or fiduciary of any of the Companies which imposes duties on, or involves services by, such director, officer, employee, agent or fiduciary with respect to an employee benefit plan, its participants or beneficiaries; and if Indemnitee acted in good faith and in a manner Indemnitee reasonably believed to be in the best interests of the participants and beneficiaries of an employee benefit plan, Indemnitee shall be deemed to have acted in a manner "***not opposed to the best interests of the Companies***" as referred to in this Agreement.

(k) The term "***Person***" shall have the meaning as set forth in Sections 13(d) and 14(d) of the Exchange Act as in effect on the date hereof; provided, however, that "***Person***" shall exclude: (i) the Companies; (ii) any Subsidiary of any of the Companies; (iii) any employment benefit plan of any of the Companies or of a Subsidiary or of any corporation owned, directly or indirectly, by the stockholders of any the Companies in substantially the same proportions as their ownership of stock thereof; and (iv) any trustee or other fiduciary holding securities under an employee benefit plan of any of the Companies or of any Subsidiary or of a corporation owned directly or indirectly by the stockholders of any of the Companies in substantially the same proportions as their ownership of stock thereof.

(l) The term "***Proceeding***" shall include any threatened, pending or completed action, suit, arbitration, mediation, alternate dispute resolution mechanism, investigation, inquiry, administrative hearing or any other actual, threatened or completed proceeding, whether brought in the right of any of the Companies or otherwise and whether of a civil (including intentional or unintentional tort claims), criminal, administrative or investigative (formal or informal) nature, including appeal therefrom, in which Indemnitee was, is, will or might be involved as a party, potential party, non-party witness or otherwise by reason of the fact that Indemnitee is or was a director, officer, employee or agent of any of the Companies, by reason of any action (or failure to act) taken by him or her or of any action (or failure to act) on his or her part while acting as a director, officer, employee or agent of any of the Companies, or by reason of the fact that Indemnitee is or was serving at the request of the Companies as a director, officer, trustee, general partner, managing member, fiduciary, employee or agent of any other Enterprise, in each case whether or not serving in such capacity at the time any liability or expense is incurred for which indemnification, reimbursement, or advancement of expenses can be provided under this Agreement. If the Indemnitee believes in good faith that a given situation may lead to or culminate in the institution of a Proceeding, this shall be considered a Proceeding under this paragraph.

(m) The term "***Subsidiary***," with respect to any Person, shall mean any corporation or other entity of which a majority of the voting power of the voting equity securities or equity interest is owned, directly or indirectly, by that Person.

(n) In connection with any merger or consolidation, references to the "***Companies***" shall include not only the resulting or surviving company, but also any constituent company or constituent of a constituent company, which, if its separate existence had continued, would have had power and authority to indemnify its directors, officers, employees or agents. The intent of this provision is that a person who is or was a director of such constituent company after the date hereof or is or was serving at the request of such constituent company as a director, officer, employee, trustee or agent of another company, partnership, joint venture, trust, employee benefit plan or other Enterprise after the date hereof, shall stand in the same position under this Agreement with respect to the resulting or surviving company as the person would have under this Agreement with respect to such constituent company if its separate existence had continued.

18. Severability. If any provision or provisions of this Agreement shall be held to be invalid, illegal or unenforceable for any reason whatsoever: (a) the validity, legality and enforceability of the remaining provisions of this Agreement (including, without limitation, each portion of any Section, paragraph or sentence of this Agreement containing any such provision held to be invalid, illegal or unenforceable, that is not itself invalid, illegal or unenforceable) shall not in any way be affected or impaired thereby and shall remain enforceable to the fullest extent permitted by law; (b) such provision or provisions shall be deemed reformed to the fullest extent necessary to conform to applicable law and to give the maximum effect to the intent of the parties hereto; and (c) to the fullest extent possible, the provisions of this Agreement (including, without limitation, each portion of any Section, paragraph or sentence of this Agreement containing any such provision held to be invalid, illegal or unenforceable, that is not itself invalid, illegal or unenforceable) shall be construed so as to give effect to the intent manifested thereby. Without limiting the generality of the foregoing, this Agreement is intended to confer upon Indemnitee indemnification rights to the fullest extent permitted by applicable laws.

19. Modification and Waiver. No supplement, modification, termination or amendment of this Agreement shall be binding unless executed in writing by both of the parties hereto. No waiver of any of the provisions of this Agreement shall be deemed or shall constitute a waiver of any other provisions hereof (whether or not similar) nor shall such waiver constitute a continuing waiver.

20. Notices. All notices and other communications given or made pursuant to this Agreement shall be in writing and shall be deemed effectively given: (a) upon personal delivery to the party to be notified, (b) when sent by confirmed electronic mail or facsimile if sent during normal business hours of the recipient, and if not so confirmed, then on the next business day, (c) five (5) days after having been sent by registered or certified mail, return receipt requested, postage prepaid, or (d) one (1) day after deposit with a nationally recognized overnight courier, specifying next day delivery, with written verification of receipt. All communications shall be sent:

(a) To Indemnitee at the address set forth below Indemnitee signature hereto.

(b) To the Companies at:
Lantheus Holdings, Inc. / Lantheus Medical Imaging, Inc.
201 Burlington Road, South Building
Bedford, MA 01730
Attention: General Counsel

or to such other address as may have been furnished to Indemnitee by the Companies or to the Companies by Indemnitee, as the case may be.

21. Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same Agreement. This Agreement may also be executed and delivered by facsimile signature and in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

22. Headings. The headings of the paragraphs of this Agreement are inserted for convenience only and shall not be deemed to constitute part of this Agreement or to affect the construction thereof.

23. Usage of Pronouns. Use of the masculine pronoun shall be deemed to include usage of the feminine pronoun where appropriate.

24. Governing Law and Consent to Jurisdiction. This Agreement and the legal relations among the parties shall be governed by, and construed and enforced in accordance with, the laws of the State of Delaware, without regard to its conflict of laws rules. The Companies and Indemnitee hereby irrevocably and unconditionally (i) agree that any action or proceeding arising out of or in connection with this Agreement shall be brought only in Delaware Court, and not in any other state or federal court in the United States of America or any court in any other country, (ii) generally and unconditionally consent to submit to the exclusive jurisdiction of Delaware Court

for purposes of any action or proceeding arising out of or in connection with this Agreement, (iii) waive any objection to the laying of venue of any such action or proceeding in Delaware Court, and (iv) waive, and agree not to plead or to make, any claim that any such action or proceeding brought in Delaware Court has been brought in an improper or inconvenient forum. The foregoing consent to jurisdiction shall not constitute general consent to service of process in the state for any purpose except as provided above, and shall not be deemed to confer rights on any person other than the parties to this Agreement.

25. Period of Limitations. No legal action shall be brought and no cause of action shall be asserted by or in the right of any of the Companies against Indemnitee, Indemnitee's spouse, heirs, executors or personal or legal representatives after the expiration of two years from the date of accrual of such cause of action, and any claim or cause of action of any of the Companies shall be extinguished and deemed released unless asserted by the timely filing of a legal action within such two-year period; provided, however, that if any shorter period of limitations is otherwise applicable to any such cause of action such shorter period shall govern.

26. Joint and Several Liability; Additional Acts. Each of the Companies shall be jointly and severally liable for all obligations and liabilities of either of the Companies under this Agreement. If for the validation of any of the provisions in this Agreement any act, resolution, approval or other procedure is required, the Companies undertake to cause such act, resolution, approval or other procedure to be affected or adopted in a manner that will enable the Companies to fulfill its obligations under this Agreement.

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

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on and as of the day and year first above written.

COMPANIES

LANTHEUS HOLDINGS, INC.

By:____
Name: Daniel M. Niedzwiecki
Title: Chief Administrative Officer, General Counsel and Corporate Secretary

LANTHEUS MEDICAL IMAGING, INC.

By:____
Name: Daniel M. Niedzwiecki
Title: Chief Administrative Officer, General Counsel and Corporate Secretary

INDEMNITEE

____
Name: _____

Address:
_____
_____
_____
_____

THE NONQUALIFIED DEFERRED COMPENSATION PLAN PLAN DOCUMENT

THE NONQUALIFIED DEFERRED COMPENSATION PLAN

Section 1. Purpose

By execution of the Adoption Agreement, the Company has adopted the Plan set forth herein, and in the Adoption Agreement, to provide a means by which certain management Employees or Independent Contractors of the Employer may elect to defer receipt of current Compensation from the Employer in order to provide retirement and other benefits on behalf of such Employees or Independent Contractors of the Employer, as selected in the Adoption Agreement. The Plan is intended to be a nonqualified deferred compensation plan that complies with the provisions of Section 409A of the Internal Revenue Code (the "Code"). The Plan is also intended to be an unfunded plan maintained primarily for the purpose of providing deferred compensation benefits for a select group of management or highly compensated employees under Sections 201(2), 301(a)(3) and 401(a)(l) of the Employee Retirement Income Security Act of 1974 (“ERISA”) or independent contractors. Notwithstanding any other provision of this Plan, this Plan shall be interpreted, operated and administered in a manner consistent with these intentions.

Section 2. Definitions

2.0 “401(k) Refund Offset” means a deferral of the Participant’s base salary equal to the gross amount of a 401(k)-refund caused by Average Deferral Percentage (ADP) testing failures in the qualified plan. The 401(k) refund itself shall be paid to the Participant from the 401(k) plan and reported on Form 1099-R. This deferral shall not apply to Roth 401(k) refunds or any other refund not generated due to failed testing.

2.1 "Active Participant" means, with respect to any day or date, a Participant who is in Service on such day or date; provided, that a Participant shall cease to be an Active Participant

(i) immediately upon a determination by the Committee that the Participant has ceased to be an Employee or Independent Contractor, or (ii) at the end of the Plan Year that the committee determines the Participant no longer meets the eligibility requirements of the Plan.

2.2 "Adoption Agreement" means the written agreement pursuant to which the Company adopts the Plan. The Adoption Agreement is a part of the Plan as applied to the Company.

2.3 "Beneficiary" means the person, persons, entity or entities designated or determined pursuant to the provisions of Section 13 of the Plan.

2.4 "Board" means the Board of Directors of the Company, if the Company is a corporation. If the Company is not a corporation, "Board" shall mean the Company.

2.5 "Change in Control Event" means an event described in Section 409A(a)(2)(A)(v) of the Code (or any successor provision thereto) and the regulations thereunder.

2.6 "Committee" means the Employer, an administrative committee appointed by the Board to serve at the pleasure of the Board, the Board itself, any other person or persons as determined in the Employer's discretion, or any other person or persons noted in the Adoption Agreement. The Recordkeeper is not the Committee.

2.7 "Company" means the company designated in the Adoption Agreement.

2.8 "Compensation" shall have the meaning designated in the Adoption Agreement.

2.9 "Crediting Date" means the date any corresponding asset payment used to informally finance the Plan, if applicable, is credited to the Employer's corporate owned

investment account or any other day directed by the Employer. Otherwise, all Credits shall be credited on any business day as specified by the Employer.

2.10 "Deferred Compensation Account" means the account maintained with respect to each Participant under the Plan. The Deferred Compensation Account shall be credited with Participant Deferral Credits and Employer Credits, credited or debited for deemed investment gains or losses, and adjusted for payments in accordance with the rules and elections in effect under Section 8. As permitted in the Adoption Agreement, the Deferred Compensation Account of a Participant may consist of one or more accounts. A Participant may elect payment options for each account as described in Section 7.1 and deemed investments for each account as described in Section 8.2.

2.11 "Disabled or Disability" means Disabled or Disability within the meaning of Section 409A of the Code and the regulations thereunder. Generally, this means that the Participant is unable to engage in any substantial gainful activity by reason of any medically determinable physical or mental impairment which can be expected to result in death or can be expected to last for a continuous period of not less than 12 months, or is, by reason of any medically determinable physical or mental impairment which can be expected to result in death or can be expected to last for a continuous period of not less than 12 months, receiving income replacement benefits for a period of not less than three months under an accident and health plan covering Employees of the Employer.

2.12 “Education Account” is an In-Service Account which will be used by the Participant for educational purposes.

2.13 "Effective Date" shall be the date designated in the Adoption Agreement.

2.14 "Employee" means an individual in the Service of the Employer if the relationship between the individual and the Employer is the legal relationship of employer and employee. An individual shall cease to be an Employee upon the Employee's Separation from Service.

2.15 "Employer" means the Company, as identified in the Adoption Agreement, and any Participating Employer which adopts this Plan. An Employer may be a corporation, a limited liability company, a partnership or sole proprietorship.

2.16 "Employer Credits" means the amounts credited to the Participant's Deferred Compensation Account by the Employer pursuant to the provisions of Section 4.2.

2.17 "Grandfathered Amounts" means, if applicable, the amounts that were deferred under the Plan and were earned and vested within the meaning of Section 409A of the Code and regulations thereunder as of December 31, 2004. Grandfathered Amounts shall be subject to the terms designated in the Plan which were in effect as of October 3, 2004.

2.18 "Independent Contractor" means an individual in the Service of the Employer if the relationship between the individual and the Employer is not the legal relationship of employer and employee. An individual shall cease to be an Independent Contractor upon the termination of the Independent Contractor's Service. An Independent Contractor shall include a director of the Employer who is not an Employee.

2.19 "In-Service Account" means a separate account to be kept for each Participant that has elected to take in-service distributions as described in Section 5.4. The In-Service Account shall be adjusted in the same manner and at the same time as the Deferred Compensation Account under Section 8 and in accordance with the rules and elections in effect under Section 8.

2.20 "Normal Retirement Age", which may also be called “Full Vesting Age”, of a Participant means the age designated in the Adoption Agreement.

2.21 "Participant" means with respect to any Plan Year an Employee or Independent Contractor who has been designated by the Committee as a Participant and who has entered the Plan or who has a Deferred Compensation Account under the Plan; provided that if the Participant is an Employee, the individual must be a member of a select group of management or highly compensated employee of the Employer within the meaning of Sections 201(2), 301(a)(3) and 401(a)(1) of ERISA.

2.22 "Participant Deferral Credits" means the amounts credited to the Participant's Deferred Compensation Account by the Employer pursuant to the provisions of Section 4.1.

2.23 "Participating Employer" means any trade or business (whether or not incorporated) which adopts this Plan with the consent of the Company identified in the Adoption Agreement.

2.24 "Participation Agreement" means a written agreement, including electronic submissions by the Participant or at the Participant’s direction, entered into between a Participant and the Employer pursuant to the provisions of Section 4.1

2.25 "Performance-Based Compensation" means compensation where the amount of, or entitlement to, the compensation is contingent on the satisfaction of preestablished organizational or individual performance criteria relating to a performance period of at least twelve months. Organizational or individual performance criteria are considered preestablished if established in writing within 90 days after the commencement of the period of service to which the criteria relates, provided that the outcome is substantially uncertain at the time the criteria are established. Performance-based compensation may include payments based upon subjective performance criteria as provided in regulations and administrative guidance promulgated under Section 409A of the Code.

2.26 "Plan" means the name of the Plan as designated in the Adoption Agreement.

2.27 "Plan-Approved Domestic Relations Order" shall mean a judgment, decree, or order (including the approval of a settlement agreement) which is:

2.27.1 Issued pursuant to a State's domestic relations law;

2.27.2 Relates to the provision of child support, alimony payments or marital property rights to a Spouse, former Spouse, child or other dependent of the Participant;

2.27.3 Creates or recognizes the right of a Spouse, former Spouse, child or other dependent of the Participant to receive all or a portion of the Participant's benefits under the Plan;

2.27.4 Requires payment to such person of an interest in the Participant's benefits in a lump sum payment or any other form of payment allowed under the Plan at a specific time; and

2.27.5 Meets such other requirements established by the Committee.

2.28 "Plan Year" means the twelve-month period ending on the last day of December, unless otherwise noted in the Adoption Agreement, provided, that the initial Plan Year may have fewer than twelve months.

2.28.1 “Recordkeeper” means the individual or entity responsible for keeping records of Plan activity including the tracking of Participant Deferred Compensation Account balances. As to applicable tax and regulatory rules, the actions of the Recordkeeper are limited to executing the decisions and directions of the Committee. The Recordkeeper does not make plan administration decisions.

2.29 "Qualifying Distribution Event" means (i) the Separation from Service of the Participant, (ii) the date the Participant becomes Disabled, (iii) the death of the Participant, (iv) the time specified by the Participant for an In-Service Distribution, (v) a Change in Control Event, or (vi) an Unforeseeable Emergency, each to the extent provided in Section 5.

2.30 "Seniority Date" which may also be called “Installment Eligibility Date” shall have the meaning designated in the Adoption Agreement and shall apply to both the initial deferral election described in Section 4 and the Subsequent deferral election described in Section 7.5.

2.31 "Separation from Service" or "Separates from Service" means a "separation from service" within the meaning of Section 409A of the Code.

2.32 "Service" as an Employee means employment by the Employer. For purposes of the Plan, the employment relationship is treated as continuing intact while the Employee is on military leave, sick leave, or other bona fide leave of absence if the period of such leave does not exceed six months, or if longer, so long as the Employee's right to reemployment is provided either by statute or contract. If the Participant is an Independent Contractor, "Service" shall mean the period during which the contractual relationship exists between the Employer and the Participant. The contractual relationship is not terminated if the Participant anticipates a renewal of the contract or becomes an Employee. A Participant who has a Deferred Compensation Account which contains amounts deferred or contributed as an Employee and a member of the Board (Dual Status), Services performed in those capacities will be looked at independently when determining if a Separation from Service has occurred. Services as a member of the Board and Independent Contractor (in a capacity not on the Board) will be looked at collectively when determining if a Separation from Service has occurred.

2.33 "Service Bonus" means any bonus that does not meet the definition of Performance-Based Compensation that is paid to a Participant by the Employer as noted in the Adoption Agreement.

2.34 "Specified Employee" means an Employee who meets the requirements for key employee treatment under Section 416(i)(l)(A)(i), (ii) or (iii) of the Code (applied in accordance

with the regulations thereunder and without regard to Section 416(i)(5) of the Code) at any time during the twelve month period ending on December 31 of each year (the "identification date"). If the person is a key employee as of any identification date, the person is treated as a Specified Employee for the twelve-month period beginning on the first day of the fourth month following the identification date. Unless binding corporate action is taken to establish different rules for determining Specified Employees for all plans of the Company and its controlled group members that are subject to Section 409A of the Code, the foregoing rules and the other default rules under the regulations of Section 409A of the Code shall apply.

2.35 "Spouse" or "Surviving Spouse" means, except as otherwise provided in the Plan, a person who is the legally married spouse or surviving spouse of a Participant.

2.36 "Unforeseeable Emergency" means an "unforeseeable emergency" within the meaning of Section 409A of the Code.

2.37 "Years of Service" means each Plan Year of Service completed by the Participant.

For vesting purposes, Years of Service shall be calculated from the date designated in the Adoption Agreement and Service shall be based on service with the Company and all Participating Employers.

Section 3. Participation

The Committee in its discretion shall designate each Employee or Independent Contractor who is eligible to participate in the Plan. A Participant who Separates from Service with the Employer and who later returns to Service may be eligible consistent with Section 409A of the Code and upon satisfaction of such terms and conditions as the Committee shall establish.

Section 4. Credits to Deferred Compensation Account

4.1 Participant Deferral Credits. To the extent provided in the Adoption Agreement, each Active Participant may elect, by entering into a Participation Agreement with the Employer, to defer the receipt of Compensation from the Employer by a dollar amount or percentage specified in the Participation Agreement. The amount of Compensation the Participant elects to defer, the Participant Deferral Credit, shall be credited by the Employer to the Deferred Compensation Account maintained for the Participant pursuant to Section 8. The following special provisions shall apply with respect to the Participant Deferral Credits of a Participant:

4.1.1 The Employer shall credit to the Participant's Deferred Compensation Account on each Crediting Date an amount equal to the total Participant Deferral Credit for the period ending on such Crediting Date.

4.1.2 An election pursuant to this Section 4.1 shall be made by the Participant by executing and delivering a Participation Agreement to the Committee. Except as otherwise provided in this Section 4.1, the Participation Agreement shall become effective with respect to such Participant as of the first day of January following the date such Participation Agreement is received by the Committee. A Participant's election may be changed at any time prior to the last permissible date for making the election as permitted in this Section 4.1, and shall thereafter be irrevocable. Any election of a Participant shall continue in effect for the time period as set forth in the Adoption Agreement.

4.1.3 A Participant may execute and deliver a Participation Agreement to the Committee within 30 days after the date the Participant first becomes eligible to participate in the Plan. After the 30-day period expires, or after any shorter time period as agreed to by the Participant and the Committee, the latest election made by the Participant during that period becomes irrevocable. Such election shall then be effective as of the first payroll period commencing following the date the Participation Agreement becomes irrevocable. Whether a Participant is treated as newly eligible for participation under this Section shall be determined in accordance with Section 409A of the Code and the regulations thereunder, including (i) rules that treat all elective deferral account balance plans as one plan, and (ii) rules that treat a previously eligible Employee as newly eligible if the Participant’s benefits had been previously distributed or if the Participant has been ineligible for 24 months. For Compensation that is earned based upon a specified

performance period (for example, an annual bonus), where a deferral election is made under this Section but after the beginning of the performance period, the election will only apply to the portion of the Compensation equal to the total amount of the Compensation for the service period multiplied by the ratio of the number of days remaining in the performance period after the date the election becomes irrevocable over the total number of days in the performance period.

4.1.4 A Participant may unilaterally modify a Participation Agreement (either to terminate, increase or decrease future Compensation which is subject to deferral within the percentage limits set forth in Section 4.1 of the Adoption Agreement) by providing a written modification of the Participation Agreement to the Committee. The modification shall become effective as of the first day of January following the date such written modification is received by the Committee, or at such later date as required under Section 409A of the Code.

4.1.5 If the Participant performed services continuously from the later of the beginning of the performance period or the date upon which the performance criteria are established through the date upon which the Participant makes an initial deferral election, a Participation Agreement relating to the deferral of Performance-Based Compensation may be executed and delivered to the Committee no later than the date which is 6 months prior to the end of the performance period, provided that in no event may an election to defer Performance-Based Compensation be made after such Compensation has become readily ascertainable.

4.1.6 If the Employer has a fiscal year other than the calendar year, Compensation relating to Service in the fiscal year of the Employer (such as a bonus based on the fiscal year of the Employer), of which no amount is paid or payable during the fiscal year, may be deferred at the Participant's election if the election to defer is made not later than the close of the Employer's fiscal year next preceding the first fiscal year in which the Participant performs any services for which such Compensation is payable.

4.1.7 Compensation payable after the last day of the Participant's taxable year solely for services provided during the final payroll period containing the last day of the Participant's taxable year (i.e., generally December 31) is treated for purposes of this Section 4.1 as Compensation for services performed in the subsequent taxable year.

4.1.8 The Committee may from time to time establish policies or rules consistent with the requirements of Section 409A of the Code to govern the manner in which Participant Deferral Credits may be made.

4.1.9 If a Participant becomes Disabled, all currently effective deferral elections for such Participant shall be cancelled. At the time the participant is no longer Disabled, subsequent elections to defer future compensation will be permitted under this Section 4.

4.1.10 If a Participant applies for and receives a distribution on account of an Unforeseeable Emergency, all currently effective deferral elections for such Participant shall be cancelled. Subsequent elections to defer future compensation will be permitted under this Section 4. Furthermore, a Participant may apply to the Committee to cancel all deferral elections due to an Unforeseeable Emergency.

4.2 Employer Credits. If designated by the Employer in the Adoption Agreement, the Employer shall cause the Committee to credit to the Deferred Compensation Account of each Active Participant an Employer Credit as determined in accordance with the Adoption Agreement. A Participant must make distribution elections with respect to any Employer Credits credited to the Deferred Compensation Account by the deadline that would apply under Section 4.1 for distribution elections with respect to Participant Deferral Credits credited at the same time, on a Participation Agreement that is timely executed and delivered to the Committee pursuant to Section 4.1. If no distribution election is made, vested amounts in the Deferred Compensation Account will be distributed in a lump sum upon the earliest of any Qualifying Distribution Event limited to Separation from Service, Disability, Death or Change in Control.

4.3. Deferred Compensation Account. All Participant Deferral Credits and Employer Credits shall be credited to the Deferred Compensation Account of the Participant as provided in Section 8.

Section 5. Qualifying Distribution Events

5.1 Separation from Service. If the Participant Separates from Service with the Employer, the vested balance in the Deferred Compensation Account shall be paid to the Participant by the Employer as provided in Section 7. Notwithstanding the foregoing, no distribution shall be made earlier than six months after the date of Separation from Service

(or, if earlier, the date of death) with respect to a Participant who as of the date of Separation from Service is a Specified Employee of a corporation (or a member of such corporation's controlled group) the stock in which is traded on an established securities market (either foreign or domestic) or otherwise. Any payments to which such Specified Employee would be entitled during the first six months following the date of Separation from Service shall be accumulated and paid on the first day of the seventh month following the date of Separation from Service, and shall be adjusted for deemed investment gain and loss incurred during the six month period.

5.2 Disability. If the Employer designates in the Adoption Agreement that distributions are permitted under the Plan when a Participant becomes Disabled, and the Participant becomes Disabled while in Service, the vested balance in the Deferred Compensation Account shall be paid to the Participant by the Employer as provided in Section 7.

5.3 Death. If the Participant dies while in Service, the Employer shall pay a benefit to the Participant's Beneficiary in the amount of the vested balance in the Deferred Compensation Account and any additional amount designated in the Adoption Agreement. Payment of such benefit shall be made by the Employer as provided in Section 7.

5.4 In-Service Distributions. If the Employer designates in the Adoption Agreement that in-service distributions are permitted under the Plan, a Participant may designate in the Participation Agreement to have a specified amount credited to the Participant's In-Service Account for in-service distributions at the date specified by the Participant. In no event may an in-service distribution of an amount be made before the date that is two years after the first day of the year in which any deferral election to such In-Service Account became effective. Notwithstanding the foregoing, if a Participant incurs a Qualifying Distribution Event prior to the date on which the entire balance in the In-Service Account has been distributed, then the vested

balance in the In-Service Account on the date of the Qualifying Distribution Event shall be paid as provided under Section 7.1 for payments on such Qualifying Distribution Event.

5.5 Change in Control Event. If the Employer designates in the Adoption Agreement that distributions are permitted under the Plan upon the occurrence of a Change in Control Event, the Participant may designate in the Participation Agreement to have the vested balance in the Deferred Compensation Account paid to the Participant upon a Change in Control Event by the Employer as provided in Section 7.

5.6 Unforeseeable Emergency. If the Employer designates in the Adoption Agreement that distributions are permitted under the Plan upon the occurrence of an Unforeseeable Emergency event, a distribution from the Deferred Compensation Account may be made to a Participant in the event of an Unforeseeable Emergency, subject to the following provisions:

5.6.1 A Participant may, make an application to the Committee to cancel all active deferral elections or to cancel deferral elections and receive a distribution in a lump sum of all or a portion of the vested balance in the Deferred Compensation Account (determined as of the date the distribution, if any, is made under this Section 5.6) because of an Unforeseeable Emergency. A distribution because of an Unforeseeable Emergency shall not exceed the amount required to satisfy the Unforeseeable Emergency plus amounts necessary to pay taxes reasonably anticipated as a result of such distribution, after taking into account the extent to which the Unforeseeable Emergency may be relieved through reimbursement or compensation by insurance or otherwise or by liquidation of the Participant's assets (to the extent the liquidation of such assets would not itself cause severe financial hardship) or by stopping current deferrals under the Plan pursuant to Section 4.1.10.

5.6.2 The Participant's request for a distribution on account of Unforeseeable Emergency must be made in writing to the Committee. The request must specify the nature of the financial hardship, the total amount requested to be distributed from the Deferred Compensation Account, and the total amount of the actual expense incurred or to be incurred on account of the Unforeseeable Emergency.

5.6.3 If a cancellation of deferral elections is approved, such cancellation will be effective as soon as practicable. If a distribution under this Section 5.6 is approved by the Committee, such distribution will be made as soon as practicable following

the date it is approved. The processing of the request shall be completed as soon as practicable from the date on which the Committee receives the properly completed written request for a distribution on account of an Unforeseeable Emergency. If a Participant's Separation from Service occurs after a request is approved in accordance with this Section 5.6.3, but prior to distribution of the full amount approved, the approval of the request shall be automatically null and void and the benefits which the Participant is entitled to receive under the Plan shall be distributed in accordance with the applicable distribution provisions of the Plan.

5.6.4 The Committee may from time to time adopt additional policies or rules consistent with the requirements of Section 409A of the Code to govern the manner in which such distributions may be made so that the Plan may be conveniently administered.

Section 6. Vesting

A Participant shall be fully vested in the portion of the Deferred Compensation Account attributable to Participant Deferral Credits, and all income, gains and losses attributable thereto. A Participant shall become fully vested in the portion of the Deferred Compensation Account attributable to Employer Credits, and income, gains and losses attributable thereto, in accordance with the vesting schedule and provisions designated by the Employer in the Adoption Agreement. Once a Participant achieves vesting on an Employer Credit, it cannot be reduced or eliminated. If Change in Control was elected as a vesting event in the Adoption Agreement, participants accounts shall be fully vested upon a Change in Control, however new vesting schedules may be applied to future Employer Credits. If a Participant's Deferred Compensation Account is not fully vested upon Separation from Service, the portion of the Deferred Compensation Account that is not fully vested shall be forfeited.

Section 7. Distribution Rules

7.1 Payment Options. The Employer shall designate in the Adoption Agreement the payment options which may be elected by the Participant. The Participant may at such time elect a method of payment for Qualifying Distribution Events as specified in the Adoption Agreement. If the Participant is permitted by the Employer in the Adoption Agreement to elect different payment options and does not make a valid election, the vested balance in the Deferred Compensation Account will be distributed as a lump sum upon the Qualifying Distribution Event.

Notwithstanding the foregoing, if certain Qualifying Distribution Events occur prior to the date on which the vested balance of a Participant's Deferred Compensation Account is completely paid pursuant to this Section 7.1 following the occurrence of certain Qualifying Distribution Events, the following rules apply:

7.1.1 If the currently effective Qualifying Distribution Event is a Separation from Service or Disability, and the Participant subsequently dies, the remaining unpaid vested balance of a Participant's Deferred Compensation Account shall be paid as a lump sum.

7.1.2 If the currently effective Qualifying Distribution Event is a Change in Control Event, and any subsequent Qualifying Distribution Event occurs (except an In-Service Distribution described in Section 2.29(iv)), the remaining unpaid vested balance of a Participant's Deferred Compensation Account shall be paid as provided under Section 7.1 for payments on such subsequent Qualifying Distribution Event.

7.2 Timing of Payments. Payment shall be made in the manner elected by the Participant and shall commence as soon as practicable after the distribution date specified for the Qualifying Distribution Event. Distribution shall be no later than within 60 days following the day after the Qualifying Distribution Event. Such payment shall not be deemed late if the payment is made on or before the later of (i) December 31 of the calendar year in which the Qualifying Distribution Event occurs, or (ii) the date that is 2-1/2 months after the Qualifying Distribution

Event occurs. Participants shall not have any influence as to the tax year or timing of the distribution. For each payment, the Committee must specify a date for the Deferred Compensation Account(s) to be valued. In the event the Participant fails to make a valid election of the payment method, the distribution will be made in a single lump sum payment as soon as practicable after the Qualifying Distribution Event. A payment may be further delayed to the extent permitted in accordance with regulations and guidance under Section 409A of the Code.

7.3 Installment Payments. If the Participant elects to receive installment payments upon a Qualifying Distribution Event, the payment of each installment shall be made on the anniversary of the date of the first installment payment, and the amount of the installment shall be adjusted on such anniversary for credits or debits to the Participant's account pursuant to Section 8 of the Plan. Such adjustment shall be made by dividing the balance in the Deferred Compensation Account on such date by the number of installments remaining to be paid hereunder; provided that the last installment due under the Plan shall be the entire amount credited to the Participant's account on the date of payment.

7.4 De Minimis Amounts. Notwithstanding any payment election made by the Participant, if the Employer designates a pre-determined de minimis amount in the Adoption Agreement, the vested balance in all Deferred Compensation Accounts of the Participant will be distributed in a single lump sum payment if at the time of a permitted Qualifying Distribution Event the vested balance does not exceed such pre-determined de minimis amount; provided, however, that such distribution will be made only where the Qualifying Distribution Event is a Separation from Service, death, Disability, or Change in Control Event. In addition, the Employer may distribute a Participant's vested balance in all of the Participant's Deferred Compensation

Accounts at any time if the balance does not exceed the limit in Section 402(g)(1)(B) of the Code

and results in the termination of the Participant's entire interest in the Plan as provided under Section 409A of the Code.

7.5 Subsequent Elections. With the consent of the Committee, a Participant may delay or change the method of payment of the Deferred Compensation Account subject to the following requirements:

7.5.1 The new election may not take effect until at least 12 months after the date on which the new election is made.

7.5.2 If the new election relates to a payment for a Qualifying Distribution Event other than the death of the Participant, the Participant becoming Disabled, or an Unforeseeable Emergency, the new election must provide for the deferral of the payment for a period of at least five years from the date such payment would otherwise have been made.

7.5.3 If the new election relates to a payment from the In-Service Account, the new election must be made at least 12 months prior to the date of the first scheduled payment from such account.

For purposes of this Section 7.5 and Section 7.6, a payment is each separately identified amount to which the Participant is entitled under the Plan; provided, that entitlement to a series of installment payments is treated as the entitlement to a single payment.

7.6 Acceleration Prohibited. The acceleration of the time or schedule of any payment due under the Plan is prohibited except as expressly provided in regulations and administrative guidance promulgated under Section 409A of the Code (such as accelerations for domestic relations orders and employment taxes). It is not an acceleration of the time or schedule of payment if the Employer waives or accelerates the vesting requirements applicable to a benefit under the Plan.

7.7 Residual Distributions. If calculation of the amount of any credit to a Participant’s

Deferred Compensation Account is not administratively practicable due to events beyond the control of the Employer, payments may be made to the Participant for residual amounts contributed to or remaining in a Deferred Compensation Account after payments under the provisions of this Section 7 have commenced or been completed. The residual amount shall be credited to the Deferred Compensation Account when the calculation of the amount becomes administratively practicable. Examples of residual amounts include, but are not limited to, additional investment returns credited after payment (due to dividends or pricing changes) or additional contributions made after payment (such as an annual bonus deferral or an Employer Credit). Payments that would have been made had the residual amount been calculable at the benefit commencement date shall be made up as soon as practicable after crediting to the Deferred Compensation Account, in no case later than the end of the year in which calculation of the amount becomes administratively practicable.

7.8 Ineffective Deferrals. If a Participant deferral election under Section 4 to contribute to an In-Service Account carries over to a subsequent year (an evergreen election) and the deferral election is ineffective (i.e., the distribution election would cause payment in the current or prior years), the amount deferred will be credited to a Deferred Compensation Account that is not an In-Service Account. If the Participant only has one account of this type, the amount deferred will be credited to that account. If the Participant has multiple accounts of this type, and one of the accounts has a lump sum at Separation from Service distribution election, the amount deferred will be credited to that account. If the Participant has multiple accounts of this type and does not have an account with a lump sum at Separation from Service distribution election, one will be established with a lump sum at Separation from Service distribution election and the amount deferred will be credited to this account.

Section 8. Accounts; Deemed Investment; Adjustments to Account

8.1 Accounts. The Committee shall establish a book reserve account, entitled the "Deferred Compensation Account," on behalf of each Participant. The Committee shall also establish an In-Service Account as a part of the Deferred Compensation Account of each Participant, if applicable. The amount credited to the Deferred Compensation Account shall be adjusted pursuant to the provisions of Section 8.3.

8.2 Deemed Investments. The Deferred Compensation Account of a Participant shall be credited with an investment return determined as if the account were invested in one or more investment funds made available by the Committee. The Participant shall elect the investment funds in which the Participant's Deferred Compensation Account shall be deemed to be invested. Such election shall be made in the manner prescribed by the Committee and shall take effect upon the entry of the Participant into the Plan. The investment election of the Participant shall remain in effect until a new election is made by the Participant. In the event the Participant fails for any reason to make an effective election of the investment return to be credited to the account, the investment return shall be determined by the Committee.

8.3 Adjustments to Deferred Compensation Account. With respect to each Participant who has a Deferred Compensation Account under the Plan, the amount credited to such account shall be adjusted by the following debits and credits, at the times and in the order stated:

8.3.1 The Deferred Compensation Account shall be debited each business day with the total amount of any payments made from such account since the last preceding business day. Unless otherwise specified bythe Employer, each deemed investment fund will be debited pro-rata based on the value of the investment funds as of the end of the preceding business day.

8.3.2 The Deferred Compensation Account shall be credited on each Crediting Date with the total amount of any Participant Deferral Credits and Employer Credits to such account since the last preceding Crediting Date.

8.3.3 The Deferred Compensation Account shall be credited or debited on each day securities are traded on a national stock exchange with the amount of deemed investment gain or loss resulting from the performance of the deemed investment funds elected by the Participant in accordance with Section 8.2. The amount of such deemed investment gain or loss shall be determined by the Committee and such determination shall be final and conclusive upon all concerned.

Section 9. Administration by Committee

9.1 Membership of Committee. If the Committee consists of individuals appointed by the Board, they will serve at the pleasure of the Board. Any member of the Committee may resign, and any successor shall be appointed by the Board.

9.2 General Administration. The Committee shall be responsible for the operation and administration of the Plan and for carrying out its provisions. The Committee shall have the full authority and discretion to make, amend, interpret, and enforce all appropriate rules and regulations for the administration of this Plan and decide or resolve any and all questions, including interpretations of this Plan, as may arise in connection with this Plan. Any such action taken by the Committee shall be final and conclusive on any party. To the extent the Committee has been granted discretionary authority under the Plan, the Committee's prior exercise of such authority shall not obligate it to exercise its authority in a like fashion thereafter. The Committee shall be entitled to rely conclusively upon all tables, valuations, certificates, opinions and reports furnished by any actuary, accountant, controller, counsel or other person employed or engaged by the Employer with respect to the Plan. The Committee may, from time to time, employ agents and delegate to such agents, including Employees of the Employer, such administrative or other duties as it sees fit.

9.3 Indemnification. To the extent not covered by insurance, the Employer shall

indemnify the Committee, each Employee, officer, director, and agent of the Employer, and all persons formerly serving in such capacities, against any and all liabilities or expenses, including all legal fees relating thereto, arising in connection with the exercise of duties and responsibilities with respect to the Plan, provided however that the Employer shall not indemnify any person for liabilities or expenses due to that person's own gross negligence or willful misconduct.

Section 10. Contractual Liability, Trust

10.1 Contractual Liability. Unless otherwise elected in the Adoption Agreement, the Company shall be obligated to make all payments hereunder. This obligation shall constitute a contractual liability of the Company to the Participants, and such payments shall be made from the general funds of the Company. The Company shall not be required to establish or maintain any special or separate fund, or otherwise to segregate assets to assure that such payments shall be made, and the Participants shall not have any interest in any particular assets of the Company by reason of its obligations hereunder. To the extent that any person acquires a right to receive payment from the Company under the Plan, such right shall be no greater than the right of an unsecured creditor of the Company.

10.2 Trust. The Employer may establish a trust to assist it in meeting its obligations under the Plan. Any such trust shall conform to the requirements of a grantor trust under Revenue Procedures 92-64 and 92-65 and at all times during the continuance of the trust the principal and income of the trust shall be subject to claims of general creditors of the Employer under federal and state law. The establishment of such a trust would not be intended to cause Participants to realize current income on amounts contributed thereto, and the trust would be so interpreted and administered.

Section 11. Allocation of Responsibilities

The persons responsible for the Plan and the duties and responsibilities allocated to each are as follows:

11.1 Board.

(i) To amend the Plan;

(ii) To appoint and remove members of the Committee; and

(iii) To terminate the Plan as permitted in Section 14.

11.2 Committee.

(i) To designate Participants;

(ii) To interpret the provisions of the Plan and to determine the rights of the Participants under the Plan, except to the extent otherwise provided in Section 16 relating to claims procedure;

(iii) To administer the Plan in accordance with its terms, except to the extent powers to administer the Plan are specifically delegated to another person or persons as provided in the Plan;

(iv) To account for the amount credited to the Deferred Compensation Account of a Participant;

(v) To direct the Employer in the payment of benefits;

(vi) To file such reports as may be required with the United States Department of Labor, the Internal Revenue Service and any other government agency to which reports may be required to be submitted from time to time; and

(vii) To administer the claims procedure to the extent provided in Section 16.

Section 12. Benefits Not Assignable; Facility of Payments

12.1 Benefits Not Assignable. No portion of any benefit credited or paid under the Plan with respect to any Participant shall be subject in any manner to anticipation, alienation, sale, transfer, assignment, pledge, encumbrance or charge, and any attempt so to anticipate, alienate, sell, transfer, assign, pledge, encumber or charge the same shall be void, nor shall any portion of

such benefit be in any manner payable to any assignee, receiver or any one trustee.

12.2 Plan-Approved Domestic Relations Orders. The Committee shall establish procedures for determining whether an order directed to the Plan is a Plan- Approved Domestic Relations Order. If the Committee determines that an order is a Plan- Approved Domestic Relations Order, the Committee shall cause the payment of amounts pursuant to or segregate a separate account as provided by (and to prevent any payment or act which might be inconsistent with) the Plan-Approved Domestic Relations Order notwithstanding Section 12.1.

12.3 Payments to Minors and Others. If any individual entitled to receive a payment under the Plan shall be physically, mentally or legally incapable of receiving or acknowledging receipt of such payment, the Committee, upon the receipt of satisfactory evidence of incapacity and satisfactory evidence that another person or institution is maintaining custody of that person and that no guardian or committee has been appointed, may cause any payment otherwise payable to that person to be made to such person or institution so maintaining custody. Payment to such person or institution shall be in full satisfaction of all claims by or through the Participant to the extent of the amount thereof.

Section 13. Beneficiary

The Participant's Beneficiary shall be the person, persons, entity or entities designated by the Participant on the Beneficiary designation form provided by and filed with the Committee or its designee. If the Participant does not designate a Beneficiary, the Beneficiary shall be the Surviving Spouse. If the Participant does not designate a Beneficiary and has no Surviving Spouse, the Beneficiary shall be the Participant's estate. The designation of a Beneficiary may be changed or revoked only by filing a new Beneficiary designation form with the Committee or its designee. If a Beneficiary (the "primary Beneficiary") is receiving or is entitled to receive

payments under the Plan and dies before receiving all of the payments due, the balance to which the Beneficiary is entitled shall be paid to the contingent Beneficiary, if any, named in the Participant's current Beneficiary designation form. If there is no contingent Beneficiary, the balance shall be paid to the estate of the primary Beneficiary. Any Beneficiary may disclaim all or any part of any benefit to which such Beneficiary shall be entitled hereunder by filing a written disclaimer with the Committee before payment of such benefit is to be made. Such a disclaimer shall be made in a form satisfactory to the Committee and shall be irrevocable when filed. Any benefit disclaimed shall be payable from the Plan in the same manner as if the Beneficiary who filed the disclaimer had predeceased the Participant.

Section 14. Amendment and Termination of Plan

The Employer may amend any provision of the Plan or terminate the Plan at any time; provided, that in no event shall such amendment or termination reduce the balance in any Participant's Deferred Compensation Account, including reduction in vesting percentage, as of the date of such amendment or termination, nor shall any such amendment materially adversely affect the Participant relating to the payment of such Deferred Compensation Account. Notwithstanding the foregoing, the following special provisions shall apply:

14.1 Termination and liquidation of the Plan in the Discretion of the Employer. The Employer in its discretion may terminate the Plan and distribute vested benefits in a single lump sum to Participants subject to the following requirements and any others specified under Section 409A of the Code:

14.1.1 All arrangements sponsored by the Employer that would be aggregated with the Plan under Section 1.409A-l(c) of the Treasury Regulations are terminated.

14.1.2 No payments other than payments that would be payable under the terms

of the Plan if the termination had not occurred are made within 12 months of the termination date.

14.1.3 All benefits under the Plan are paid within 24 months of the termination date.

14.1.4 The Employer does not adopt a new arrangement that would be aggregated with the Plan under Section 1.409A-1(c) of the Treasury Regulations providing for the deferral of compensation at any time within 3 years following the date of termination of the Plan.

14.1.5 The termination does not occur proximate to a downturn in the financial health of the Employer.

Distribution of benefits shall occur in the same tax year for all Participants.

14.2 Termination and liquidation of the Plan Upon Change in Control Event. If the Employer terminates the Plan within thirty days preceding or twelve months following a Change in Control Event, the vested Deferred Compensation Account of each Participant shall become payable to the Participant in a lump sum within twelve months following the date of termination, subject to the requirements of Section 409A of the Code. Distribution of benefits shall occur in the same tax year for all Participants.

14.3 Termination and liquidation of the Plan upon Corporate Dissolution. The Plan may be terminated within 12 months of a corporate dissolution taxed under Section 331, or with the approval of a bankruptcy court provided the amounts deferred under the plan are included in the Participant's gross income as required under Section 409A of the Code.

Section 15. Communication to Participants

The Employer shall make a copy of the Plan available for inspection by Participants and Beneficiaries during reasonable hours at the principal office of the Employer.

Section 16. Claims Procedure

The following claims procedure shall apply with respect to the Plan:

16.1 Filing of a Claim for Benefits. If a Participant or Beneficiary (the "claimant") believes there is an entitlement to benefits by the claimant under the Plan which is not being paid or which is not being accrued for the claimant's benefit, the claimant shall file a written claim therefore with the Committee.

16.2 Notification to Claimant of Decision. Within 90 days after receipt of a claim by the Committee (or within 180 days if special circumstances require an extension of time), the Committee shall notify the claimant of the decision with regard to the claim. In the event of such special circumstances requiring an extension of time, there shall be furnished to the claimant prior to expiration of the initial 90-day period written notice of the extension, which notice shall set forth the special circumstances and the date by which the decision shall be furnished. If such claim shall be wholly or partially denied, notice thereof shall be in writing and worded in a manner calculated to be understood by the claimant, and shall set forth: (i) the specific reason or reasons for the denial; (ii) specific reference to pertinent provisions of the Plan on which the denial is based; (iii) a description of any additional material or information necessary for the claimant to perfect the claim and an explanation of why such material or information is necessary; and

(iv) an explanation of the procedure for review of the denial and the time limits applicable to such procedures, including a statement of the claimant's right to bring a civil action under ERISA following an adverse benefit determination on review.

16.3 Procedure for Review. Within 60 days following receipt by the claimant of notice of denying a claim, in whole or in part, or, if such notice shall not be given, within 60 days following the latest date on which such notice could have been timely given, the claimant may

appeal denial of the claim by filing a written application for review with the Committee. Following such request for review, the Committee shall fully and fairly review the decision denying the claim. Prior to the decision of the Committee, the claimant shall be given an opportunity to review pertinent documents and to submit issues and comments in writing.

16.4 Decision on Review. The decision on review of a claim denied in whole or in part by the Committee shall be made in the following manner:

16.4.1 Within 60 days following receipt by the Committee of the request for review (or within 120 days if special circumstances require an extension of time), the Committee shall notify the claimant in writing of its decision with regard to the claim. In the event of such special circumstances requiring an extension of time, written notice of the extension shall be furnished to the claimant prior to the commencement of the extension.

16.4.2 With respect to a claim that is denied in whole or in part, the decision on review shall set forth specific reasons for the decision, shall be written in a manner calculated to be understood by the claimant, and shall set forth:

(i) the specific reason or reasons for the adverse determination;

(ii) specific reference to pertinent Plan provisions on which the adverse determination is based;

(iii) a statement that the claimant is entitled to receive, upon request and free of charge, reasonable access to, and copies of, all documents, records, and other information relevantto the claimant's claim for benefits; and

(iv) a statement describing any voluntary appeal procedures offered by the Plan and the claimant's right to obtain the information about such procedures, as well as a statement of the claimant's right to bring an action under ERISA section 502(a).

16.4.3 The decision of the Committee shall be final and conclusive.

16.5 Action by Authorized Representative of Claimant. All actions set forth in this Section 16 to be taken by the claimant may likewise be taken by a representative of the claimant duly authorized by the claimant to act on the claimant's behalf on such matters. The Committee may require such evidence of the authority to act of any such representative as it may reasonably

deem necessary or advisable.

16.6 Disability Claims. Notwithstanding any provision of the Plan to the contrary, if a claim for benefits is based on Disability, the following claims procedures shall apply: The Committee shall maintain a procedure under which any Participant or Beneficiary can file a claim for benefits under this Plan based on Disability.

16.6.1 After receiving a claim for benefits, the Committee will notify the Participant or Beneficiary of its claim determination within 45 days of the receipt of the claim. This period may be extended by 30 days if an extension is necessary to process the claim due to matters beyond the control of the Committee. A written notice of the extension, the reason for the extension and when the Committee expects to decide the claim, will be furnished to the Participant or Beneficiary within the initial 45-day period. This period may be extended for an additional 30 days beyond the original extension. A written notice of the additional extension, the reason for the additional extension and when the Committee expects to decide the claim, will be furnished to the Participant or Beneficiary within the first 30-day extension period if an additional extension of time is needed. However, if a period of time is extended due to a Participant or Beneficiary's failure to submit information necessary to decide a claim, the period for making the benefit determination by the Committee will be tolled from the date on which the notification of the extension is sent to the Participant or Beneficiary until the date on which the Participant or Beneficiary responds to the request for additional information.

16.6.2 If a claim for benefits is denied, in whole or in part, a Participant or Beneficiary or an authorized representative, will receive a written notice of the denial. The notice will follow the rules of 29 C.F.R. § 2560.503-1(o) for culturally and linguistically appropriate notices and will be written in a manner calculated to be understood by the Participant or Beneficiary. The notice will include:

(i) the specific reason(s) for the denial,

(ii) references to the specific Plan provisions on which the benefit determination was based,

(iii) a description of any additional material or information necessary to perfect a claim and an explanation of why such information is necessary,

(iv) a description of the Committee's appeals procedures and applicable time limits, including, to the extent applicable, a statement of the right to bring a civil action under section 502(a) of ERISA following an adverse benefit determination on review,

(v) a discussion of the decision, including an explanation of the basis for disagreeing with or not following: (i) the views presented by the claimant to the Committee of health care professionals treating the claimant and vocational professionals who evaluated the claimant; (ii) the views of medical or vocational experts whose advice was obtained on behalf of the Committee in connection with a claimant's adverse benefit determination, without regard to whether the advice was relied upon in making the benefit determination; and (iii) a disability determination regarding the claimant presented by the claimant to the Committee made by the Social Security Administration,

(vi) if the determination is based on medical necessity or experimental treatment or similar exclusion or limit, either an explanation of the scientific or clinical judgment for the determination, applying the terms of the Plan to the relevant medical circumstances, or a statement that such explanation will be provided free of charge upon request,

(vii) either the specific internal rules, guidelines, protocols, standards or other similar criteria of the Plan relied upon in making the adverse benefit determination, or a statement that such rules, guidelines, protocols, standards, or other similar criteria of the Plan do not exist, and

(viii) a statement that the Participant or Beneficiary is entitled to receive, upon request and free of charge, reasonable access to, and copies of, all documents, records, and other information relevant to the claim for benefits.

16.6.3 If a claim for benefits is denied, a Participant, Beneficiary, or representative, may appeal the denied claim in writing within 180 days of receipt of the written notice of denial. The Participant or Beneficiary may submit any written comments, documents, records and any other information relating to the claim. Upon request, the Participant or Beneficiary will also have access to, and the right to obtain copies of, all documents, records and information relevant to the claim free of charge.

16.6.4 A full review of the information in the claim file and any new information submitted to support the appeal will be conducted. The claim decision will be made by a first review appeals committee appointed by the Employer. This committee will consist of individuals who were not involved in the initial benefit determination, nor will such individuals be subordinate to any person involved in the initial benefit determination. This review will not afford any deference to the initial benefit determination.

16.6.5 If the initial adverse decision was based in whole or in part on a medical judgment, the first review appeals committee will consult with a healthcare professional who has appropriate training and experience in the field of medicine involved in the medical judgment, was not consulted in the initial adverse benefit determination and is not a subordinate of the healthcare professional who was consulted in the initial adverse benefit determination.

16.6.6 Before an adverse benefit determination on review is issued, the first review appeals committee will provide the Participant or Beneficiary, free of charge, with any new or additional evidence considered, relied upon, or generated by the committee or other person making the benefit determination (or at the direction of the committee or such other person) in connection with the claim. Such evidence will be provided as soon as possible and sufficiently in advance of the date on which the notice of adverse benefit determination on review is required to be provided to give the Participant or Beneficiary a reasonable opportunity to respond prior to that date.

16.6.7 Before the first review appeals committee issues an adverse benefit determination on review based on a new or additional rationale, the committee will provide the Participant or Beneficiary, free of charge, with the rationale. The rationale will be provided as soon as possible and sufficiently in advance of the date on which the notice of adverse benefit determination on review is required to be provided to give the Participant or Beneficiary a reasonable opportunity to respond prior to that date.

16.6.8 The first review appeals committee will make a determination on an appealed claim within 45 days of the receipt of an appeal request. This period may be extended for an additional 45 days if the committee determines that special circumstances require an extension of time. A written notice of the extension, the reason for the extension and the date that the committee expects to render a decision will be furnished to the Participant or Beneficiary within the initial 45-day period. However, if the period of time is extended due to a Participant's or Beneficiary's failure to submit information necessary to decide the appeal, the period for making the benefit determination will be tolled from the date on which the notification of the extension is sent until the date on which the Participant or Beneficiary responds to the request for additional information.

16.6.9 If the claim on appeal is denied in whole or in part, a Participant or Beneficiary will receive a written notification of the denial. The notice will follow the rules of 29 C.F.R. § 2560.503-1(o) for culturally and linguistically appropriate notices and will be written in a manner calculated to be understood by the claimant. The notice will include:

(i) the specific reason(s) for the adverse determination,

(ii) references to the specific Plan provisions on which the determination was based,

(iii) a statement regarding the right to receive upon request and free of charge reasonable access to, and copies of, all records, documents and other information relevant to the benefit claim,

(iv) a description of the first review appeals committee's review procedures and

applicable time limits, including a statement of the right to bring a civil action under section 502(a) of ERISA following an adverse benefit determination on review,

(v) a discussion of the decision, including an explanation of the basis for disagreeing with or not following: (i) the views presented by the claimant to the committee of health care professionals treating the claimant and vocational professionals who evaluated the claimant; (ii) the views of medical or vocational experts whose advice was obtained by or on behalf of the committee in connection with a claimant's adverse benefit determination, without regard to whether the advice was relied upon in making the benefit determination; and (iii) a disability determination regarding the claimant presented by the claimant to the committee made by the Social Security Administration,

(vi) if the determination is based on medical necessity or experimental treatment or similar exclusion or limit, either an explanation of the scientific or clinical judgment for the determination, applying the terms of the Plan to the relevant medical circumstances, or a statement that such explanation will be provided free of charge upon request, and

(vii) either the specific internal rules, guidelines, protocols, standards or other similar criteria of the Plan relied upon in making the adverse benefit determination, or a statement that such rules, guidelines, protocols, standards, or other similar criteria of the Plan do not exist.

16.6.10 If the appeal of the benefit claim denial is denied, a Participant, Beneficiary, or representative, may make a second appeal of the denial in writing to the Committee within 180 days of the receipt of the written notice of denial. The Participant or Beneficiary may submit with the second appeal any written comments, documents, records and any other information relating to the claim. Upon request, the Participant or Beneficiary will also have access to, and the right to obtain copies of, all documents, records and information relevant to the claim free of charge.

16.6.11 Upon receipt of the second appeal, a full review of the information in the claim file and any new information submitted to support the appeal will be conducted. The claim decision will be made by a second review appeals committee appointed by the Employer. This committee will consist of individuals who were not involved in the initial benefit determination or the first review appeals committee, nor will such individuals be subordinate to any person involved in the initial benefit or first appeal determination.

16.6.12 If the first appeal was based in whole or in part on a medical judgment, the second appeals review committee will consult with a healthcare professional who has appropriate training and experience in the field of medicine involved in the medical judgment, was not consulted in the initial adverse benefit determination nor in the first appeal and is not a subordinate of the healthcare

professional(s) consulted in the initial adverse benefit determination and first appeal.

16.6.13 Before the second appeals review committee issues a denial of the second claim appeal, the committee will provide the Participant or Beneficiary, free of charge, with any new or additional evidence considered, relied upon, or generated by the committee or other person making the benefit determination (or at the direction of the committee or such other person) in connection with the claim. Such evidence will be provided as soon as possible and sufficiently in advance of the date on which the notice of adverse benefit determination on review is required to be provided to give the Participant or Beneficiary a reasonable opportunity to respond prior to that date.

16.6.14 Before the second review appeals committee issues a denial of the second claim appeal based on a new or additional rationale, the committee will provide the Participant or Beneficiary, free of charge, with the rationale. The rationale will be provided as soon as possible and sufficiently in advance of the date on which the notice of adverse benefit determination on review is required to be provided to give the Participant or Beneficiary a reasonable opportunity to respond prior to that date.

16.6.15 The second appeals review committee will make a determination on the second claim appeal within 45 days of the receipt of the appeal request. This period may be extended for an additional 45 days if the committee determines that special circumstances require an extension of time. A written notice of the extension, the reason for the extension and the date that the committee expects to render a decision will be furnished to the Participant or Beneficiary within the initial 45-day period. However, if the period of time is extended due to the Participant's or Beneficiary's failure to submit information necessary to decide the appeal, the period for making the benefit determination will be tolled from the date on which the notification of the extension is sent until the date on which the Participant or Beneficiary responds to the request for additional information.

16.6.16 If the claim on appeal is denied in whole or in part for a second time, the Participant or Beneficiary will receive a written notification of the denial. The notice will follow the rules of 29 C.F.R. § 2560.503-1(o) for culturally and linguistically appropriate notices and will be written in a manner calculated to be understood by the applicant. The notice will include the same information that was included in the first adverse determination letter and will identify the contractual limitations period that applies to the Participant's or Beneficiary's right to bring an action under section 502(a) of ERISA including the calendar date on which the contractual limitations period expires for the claim.

16.6.17 A claimant may not commence a judicial proceeding against any person, including the Committee, the Employer, the Board, the first or second appeals review committee(s), or any other person or committee, with respect to a claim for benefits without first exhausting the claims procedures set forth in the preceding paragraphs. No suit or legal action contesting in whole or in part any denial of

benefits under the Plan shall be commenced later than the earlier of (i) the first anniversary of (A) the date of the notice of the Committee's final decision on appeal, or (B) if the claimant fails to request any level of administrative review within the timeframe permitted under this Section 16.6, the deadline for requesting the next level of administrative review, and (ii) the last date on which such legal action could be commenced under the applicable statute of limitations under ERISA (including, for this purpose, any applicable state statute of limitations that applies under ERISA to such legal action).

16.6.18 A claimant has the right to request a written explanation of any violation of these claims procedures. The Committee will provide an explanation within 10 days of the request.

Section 17. Miscellaneous Provisions

17.1 Set off. The Employer may at any time offset a Participant's Deferred Compensation Account by an amount up to $5,000 to collect the amount of any loan, cash advance, extension of other credit or other obligation of the Participant to the Employer that is then due and payable in accordance with the requirements of Section 409A of the Code.

17.2 Notices. Each Participant who is not in Service and each Beneficiary shall be responsible for furnishing the Committee or its designee with the current address, and direct deposit information if desired, for the mailing of notices and benefit payments. Any notice required or permitted to be given to such Participant or Beneficiary shall be deemed given if directed to such address and mailed by regular United States mail, first class, postage prepaid. If any benefit distribution is rejected or returned to the Employer, benefit payments will be suspended until the Participant or Beneficiary furnishes the proper information. This provision shall not be construed as requiring the mailing of any notice or notification otherwise permitted to be given by posting or by other publication.

17.3 Lost Distributees. A benefit shall be deemed forfeited if the Committee is unable to locate the Participant or Beneficiary to whom payment is due by the fifth anniversary of the

date payment is to be made or commence; provided, that the deemed investment rate of return pursuant to Section 8.2 shall cease to be applied to the Participant's account following the first anniversary of such date; provided further, however, that such benefit shall be reinstated if a valid claim is made by or on behalf of the Participant or Beneficiary for all or part of the forfeited benefit. The Employer and Committee will be responsible for determining whether unclaimed property laws are applicable to forfeited benefits.

17.4 Reliance on Data. The Employer and the Committee shall have the right to rely on any data provided by the Participant or by any Beneficiary. Representations of such data shall be binding upon any party seeking to claim a benefit through a Participant, and the Employer and the Committee shall have no obligation to inquire into the accuracy of any representation made at any time by a Participant or Beneficiary.

17.5 Headings. The headings and subheadings of the Plan have been inserted for convenience of reference and are to be ignored in any construction of the provisions hereof.

17.6 Continuation of Employment. The establishment of the Plan shall not be construed as conferring any legal or other rights upon any Employee or any persons for continuation of employment, nor shall it interfere with the right of the Employer to discharge any Employee without regard to the effect thereof under the Plan.

17.7 Merger or Consolidation; Assumption of Plan. No Employer shall consolidate or merge into or with another corporation or entity, or transfer all or substantially all of its assets to another corporation, partnership, trust or other entity (a "Successor Entity") unless such Successor Entity shall assume the rights, obligations and liabilities of the Employer under the Plan and upon such assumption, the Successor Entity shall become obligated to perform the terms and conditions of the Plan. Nothing herein shall prohibit the assumption of the obligations and

liabilities of the Employer under the Plan by any Successor Entity.

17.8 Construction. The Employer shall designate in the Adoption Agreement the state or commonwealth according to whose laws the provisions of the Plan shall be construed and enforced, except to the extent that such laws are superseded by ERISA and the applicable requirements of the Code.

17.9 Taxes. The Employer or other payor may withhold a benefit payment under the Plan or a Participant's wages, or the Employer may reduce a Participant's Deferred Compensation Account balance, in order to meet any federal, state, or local or employment tax withholding obligations with respect to Plan benefits, as permitted under Section 409A of the Code. The Employer or other payor shall report Plan payments and other Plan-related information to the appropriate governmental agencies as required under applicable laws.

17.10 Administration Fees. Any Plan or Plan related fees related to the administration of the Plan shall be paid by the Employer.

17.11 Savings Clause. To the extent that any of the provisions of the Plan are found by a court of competent jurisdiction to be illegal, invalid, or unenforceable for any reason, such provision shall be deleted, and the balance of the Plan shall not be affected.

NOTE: Execution of this Adoption Agreement creates a legal liability of the Employer with significant tax consequences to the Employer and Participants. Principal Life Insurance Company disclaims all liability for the legal and tax consequences which result from the elections made by the Employer in this Adoption Agreement. Nothing set forth in this agreement or related documents may be taken or relied upon as legal, tax, investment, or accounting advice, nor as any investment recommendation. You should consult with appropriate counsel or other advisors on all matters pertaining to legal, tax, or accounting obligations and requirements.

Principal Life Insurance Company, Raleigh, NC 27612
A member of the Principal Financial Group®

THE NONQUALIFIED DEFERRED COMPENSATION PLAN ADOPTION AGREEMENT

THIS AGREEMENT is the adoption of the Nonqualified Deferred Compensation Plan ("Plan") by **Lantheus Medical Imaging, Inc. (**the "Company") with an **EIN** of **51-0396366**.

W I T N E S S E T H:

WHEREAS, the Company desires to adopt the Plan as an unfunded, nonqualified deferred compensation plan for members of a select group of management or highly compensated employees and under Sections 201(2), 301(a)(3) and 401(a)(l) of the Employee Retirement Income Security Act of 1974 ("ERISA") or independent contractors; and

WHEREAS, the provisions of the Plan are intended to comply with the requirements of Section 409A of the Code and the regulations thereunder and shall apply to amounts subject to Section 409A; and

WHEREAS, the Company has been advised by Principal Life Insurance Company ("the Recordkeeper") to obtain legal and tax advice from its professional advisors before adopting the Plan,

NOW, THEREFORE, the Company hereby adopts the Plan in accordance with the terms and conditions set forth in this Adoption Agreement:

ARTICLE I

Terms used in this Adoption Agreement shall have the same meaning as in the Plan, unless some other meaning is expressly herein set forth. The Company hereby represents and warrants that the Plan has been adopted by the Company upon proper authorization and the Company hereby elects to adopt the Plan for the benefit of its Participants as referred to in the Plan. By the execution of this Adoption Agreement, the Company hereby agrees to be bound by the terms of the Plan.

ARTICLE II

The Company hereby makes the following designations or elections for the purpose of the Plan:

2.13 Effective Date: This is a newly established Plan, and the Effective Date of the Plan is **October 1, 2024**.

2.26 Plan: The name of the Plan is

Lantheus Deferred Compensation Plan.

4.1 Participant Deferral Credits: Subject to the limitations in Section 4.1 of the Plan, a Participant may elect to have their Compensation, as elected below, deferred within the annual limits below by the following percentage or amount as designated in writing to the Committee:

Base Salary:

☒ (a) **Base salary**:

maximum deferral: 80 %

□ (b) Base salary deferral in an amount equal to a 401(k) refund **("401(k) Refund Offset")** as defined in Section 2.0 of the Plan:

mandatory deferral: 100 %

Bonus:

□ (c) **Service Bonus:**

□ **Service Bonus**: earned from 1/1-12/31, paid on or around first quarter of the following Plan Year.

maximum deferral: 80 %

☒ (d) **Performance-Based Compensation:**

Annual Performance Bonus: earned from 1/1-12/31, paid on or around the first quarter of the following Plan Year and whose election must be no later than six months prior to the end of the earnings period.

maximum deferral: 100% for 2024 and 80% for all future years

☒ (e) **Board Fees (1099):**

Board of Director Fees:

maximum deferral: 100 %

□ (f) Participant deferrals not allowed.

4.1.2 Participant Deferral Credits and Employer Credits – Election Period (Evergreen Elections):

An election made by the Participant shall continue in effect for subsequent years until modified by the Participant as permitted in Section 4.1 and Section 4.2 of the Plan.

4.2 Employer Credits (Section 4.2 of the Plan) and Vesting (Section 6 of the Plan): Employer Credits will be made in the following manner:

□ (a) Employer Credits not allowed.

☒ (b) **Employer Discretionary Credits**: The Employer may make discretionary credits to the Deferred Compensation Account of each Active Participant in an amount determined each Plan Year by the Employer.

□ (i) Immediate 100% vesting.

□ (ii)

Number of Years of Service		Vested Percentage
Less than	1	___ %
	1	___ %
	2	___ %
	3 or more	___ %

☒ (iii) **TBD Vesting:** The Employer retains the right to apply a vesting schedule to an Employer Contribution (as defined in Section 4.2 of the Plan) at the time the Employer Contribution is made. The Employer will notify the Recordkeeper in writing at the time a vesting schedule is to be applied to a Participant's Deferred Compensation Account. If the Employer does not provide the Recordkeeper with data to reflect a Participant's Credit, the Credit will receive the same vesting schedule assigned to the Participant's last Credit. If no vesting schedule has been previously established for a Credit, then a default vesting value of 0% will be assigned to the Credit.

For this purpose, Years of Service of a Participant shall be calculated from the date designated below:

□ (1) First day the Participant begins to provide services to the Employer and all Participating Employers

□ (2) Each Crediting Date. Under this option (2), each Employer Credit shall vest based on the Years of Service of a Participant from the Crediting Date on which each Employer Discretionary Credit is made to the Deferred Compensation Account

☒ (c) **Employer Matching Credits**: The Employer may make discretionary credits to the Deferred Compensation Account of each Active Participant in an amount determined each Plan Year by the Employer.

□ (i) Immediate 100% vesting.

☒ (ii)

Number of Years of Service		Vested Percentage
Less than	1	**0** %
1		**0** %
2		**0** %
3		**0** %
4		**0** %
5 or more		**100** %

For this purpose, Years of Service of a Participant shall be calculated from the date designated below:

□ (1) First day the Participant begins to provide services to the Employer and all Participating Employers

☒ (2) Each Crediting Date. Under this option (2), each Employer Credit shall vest based on the Years of Service of a Participant from the Crediting Date on which each Employer Discretionary Credit is made to the Deferred Compensation Account.

Further, an Active Participant shall be fully vested in **ALL** Employer Credits, as noted above, upon the first to occur of the following events:

☒ (a) Full Vesting Age (as defined in Section 2.20 of the Plan) shall mean age **55**.

(b) Death.

(c) Disability.

□ (d) Change in Control Event.

If Change in Control or Disability is not a Vesting event, amounts not vested at the time payments due under this Section cease will be:

□ Forfeited

☒ Distributed upon a Qualifying Distribution Event if vested at that time

4.3 Deferred Compensation Account: A Participant may establish multiple accounts to be distributed upon Separation from Service. Each account may have one set of payment options as permitted in Section
7.1 of the Plan. Additional In-Service accounts may be established as permitted in Section 5.4 of the Plan. The Participant will also be required to elect Separation from Service payment options for each In-Service account established.

5.2 Disability of a Participant: A Participant's becoming Disabled shall be a Qualifying Distribution Event and the Deferred Compensation Account shall be paid by the Employer as provided in Section 7.1 of the Plan.

5.3 Death of a Participant: A Participant's death shall be a Qualifying Distribution Event and the Deferred Compensation Account shall be paid by the Employer as provided in Section 7.1 of the Plan.

5.4 In-Service Distributions: In-Service Accounts are permitted under the Plan:

☒ (a) In-Service Accounts are allowed with respect to:

☒ Participant Deferral Credits only.

□ Employer Credits only.

□ Participant Deferral and Employer Credits.

In-service distributions may be made in the following manner:

☒ Single lump sum payment.

☒ Annual installments over a term certain not to exceed **5** years.

If applicable, amounts not vested at the time in-service payments are distributed will be distributed at Separation from Service if vested at that time.

□ (b) No In-Service Distributions permitted.

5.5 Change in Control Event:

☒ (a) A Change in Control shall not be a Qualifying Distribution Event.

□ (b) Participants may elect upon initial enrollment to have accounts distributed upon a Change in Control Event.

5.6 Upon an Unforeseeable Emergency (as defined in Section 2.36 of the Plan**)** Participants may apply to cancel deferral elections and\or have vested accounts distributed upon an Unforeseeable Emergency event.

7.1 Payment Options: If permitted by the plan design, any benefit payable under the Plan upon a permitted Qualifying Distribution Event may be made to the Participant or the Beneficiary (as applicable) in any of the following payment forms, as selected by the Participant, or mandated by the plan provisions in the Participation Agreement:

(a) Separation from Service

☒ (i) A lump sum.
☒ (ii) Annual installments over a term certain as elected by the Participant not to exceed **10** years.

(b) Death shall be paid in a lump sum

(c) Disability shall be paid in a lump sum

(d) Unforeseeable Emergency shall be paid in a lump sum

7.4 De Minimis Amounts. The Employer *may* distribute a Participant's vested balance in all Deferred Compensation Account(s) of the Participant at any time, whether or not a Qualifying Distribution Event has occurred if the balance does not exceed the limit in Section 402(g)(1)(B) of the Code and results in the termination of the Participant's entire interest in the Plan and any other Employer plan subject to aggregation under Section 409A of the Code.

Notwithstanding any payment election made by the Participant, the vested balance in all Deferred Compensation Account(s) of the Participant *shall* be distributed in a single lump sum payment if at the time of a permitted Qualifying Distribution Event that is either a Separation from Service, death, Disability, or Change in Control Event the vested balance does not exceed:

☒ $250,000.

□ Not Applicable

14. Amendment and Termination of Plan: Notwithstanding any provision in this Adoption Agreement or the Plan to the contrary, Section __ of the Plan shall be amended to read as provided in attached Exhibit __

☒ There are no amendments to the Plan.

17.8 Construction: The provisions of the Plan shall be construed and enforced according to the laws of the State/Commonwealth of **Massachusetts**, except to the extent that such laws are superseded by ERISA and the applicable provisions of the Code.

IN WITNESS WHEREOF, this Agreement has been executed as of the day and year stated below.

Lantheus Medical Imaging, Inc.

Hallie Pierson Name of Company

_____ By: __ Authorized Person

Date: 1100/0/03/32/0220424

Pursuant to Item 601(b)(10) of Regulation S-K, certain confidential portions of this exhibit have been omitted and replaced by [***], as the identified confidential portions (i) are not material and (ii) would be competitively harmful if publicly disclosed.

EXHIBIT 10.37

SALE AND PURCHASE AGREEMENT

12 JANUARY 2025

LIFE MEDICAL GROUP LIMITED

AND

LIFE HEALTHCARE GROUP HOLDINGS LIMITED

AND

LANTHEUS RADIOPHARMACEUTICALS UK LIMITED

AND

LANTHEUS MEDICAL IMAGING, INC.

A&O SHEARMAN

Allen Overy Shearman Sterling LLP

Pursuant to Item 601(b)(10) of Regulation S-K, certain confidential portions of this exhibit have been omitted and replaced by [***], as the identified confidential portions (i) are not material and (ii) would be competitively harmful if publicly disclosed.

CONTENTS

Clause Page

Pursuant to Item 601(b)(10) of Regulation S-K, certain confidential portions of this exhibit have been omitted and replaced by [***], as the identified confidential portions (i) are not material and (ii) would be competitively harmful if publicly disclosed.

Schedule Page

Appendix

THIS AGREEMENT is made on 12 January 2025

BETWEEN:

(1) **LIFE MEDICAL GROUP LIMITED**, a private limited liability company incorporated under the laws of England with registered number 08601376 and whose registered office is at 25 Barnes Wallis Road, Fareham, Hampshire, United Kingdom, PO15 5TT (the **Seller**);

(2) **LIFE HEALTHCARE GROUP HOLDINGS LIMITED,** a public limited liability company incorporated under the laws of South Africa with registration number 2003/002733/06 and whose registered office is at Building 2, Oxford Parks, 203 Oxford Road, Dunkeld 2196, South Africa (**Life Healthcare Group Holdings** or the **Seller's Guarantor**);

(3) **LANTHEUS RADIOPHARMACEUTICALS UK LIMITED**, a private limited liability company incorporated under the laws of England with registered number 16107946 and whose registered office is at Ashcombe Court, Woolsack Way, Godalming, Surrey, United Kingdom, GU7 1LQ (the **Purchaser**); and

(4) **LANTHEUS MEDICAL IMAGING, INC.**, a Delaware corporation (the **Purchaser's Guarantor**).

BACKGROUND:

(A) The Seller is the sole legal and beneficial owner of all the issued share capital of Life Molecular Imaging Limited (the **Company**, further details of which are set out in Schedule 1).

(B) The Seller wishes to sell and the Purchaser wishes to purchase all the Sale Shares (the **Transaction**) on the terms and subject to the Conditions set out in this agreement.

(C) The Purchaser's Guarantor is the US operating company in the Purchaser's Group and has agreed to guarantee the obligations of the Purchaser under this agreement.

(D) The Seller's Guarantor is the ultimate holding company in the Seller's Group and has agreed to guarantee certain of the obligations of the Seller under this agreement.

(E) On and subject to the terms of this agreement, the Purchaser has agreed to assume in part the Seller's obligation to pay certain amounts to [***] in connection with the Seller's Group's acquisition of the Target Group, up to an aggregate amount (when combined with certain payments falling due to the LMI EBITDA Participants after Completion) of USD30,000,000.

(F) The Consideration has been agreed on the basis that the net economic benefit of the RM2 License entered into between the Company and certain members of the Purchaser's Group will be delivered to the Seller's Group at or immediately prior to Completion, *mutatis mutandis* as if the Transaction had not taken place. As further described in Schedule 11, the parties will use their respective reasonable endeavours and negotiate in good faith after the date of this agreement to deliver the net economic benefit of the RM2 License to the Seller's Group.

IT IS AGREED as follows:

1. INTERPRETATION

1.1 In this agreement:

Accounting Firm means any of PricewaterhouseCoopers LLP, Ernst & Young Global Limited or KPMG LLP, or any other U.S. nationally recognized independent certified accounting firm as may be mutually agreed in writing between the Seller and the Purchaser from time to time;

Accounts means:

(a) in respect of a Target Group Company as set out in the table in Schedule 2 which is stated as "audited" in column (3) of the table set out in Schedule 2, the audited balance sheet as at the end of, and the audited profit and loss account for, the financial year ended on the Accounts Date that is set opposite that Target Group Company's name in column (2) of the table set out in Schedule 2; and

(b) in respect of a Target Group Company as set out in the table in Schedule 2 which is stated as "unaudited" in column (3) of the table set out in Schedule 2, the unaudited balance sheet as at the end of, and the unaudited profit and loss account for, the financial year ended on the Accounts Date that is set opposite that Target Group Company's name in column (2) of the table set out in Schedule 2,

a copy of each of which has been provided in the Data Room;

Accounts Date means, in respect of a Target Group Company included in the table in Schedule 2, the date that is set opposite that Target Group Company's name in column (2) of the table in Schedule 2;

Accounts Relief has the meaning given in paragraph 6.1 of Schedule 6;

Acquisition Proposal means any indication of interest, offer or proposal (other than an indication of interest, offer or proposal made or submitted by the Purchaser or one or more of its Affiliates) from any person or group contemplating or otherwise relating to:

(c) any merger, consolidation, amalgamation, share exchange, business combination, asset purchase, issuance of securities, acquisition of securities, recapitalization, tender offer, exchange offer or other similar transaction involving the Company and, directly or indirectly:

  (i) 15% or more of any class of voting equity securities of the Company; or

  (ii) businesses or assets (including capital stock of the Subsidiaries) that constitute 15% or more of the consolidated revenues, net income or assets of the Company and its subsidiaries, taken as a whole; or

(a) any sale or license of, or joint venture or partnership with respect to, NeuraCeq or the Pipeline Products,

but, for clarity shall not include any Excluded Proposal;

Action means any judicial, arbitral or administrative claim, complaint, action, cause of action, demand, charge, suit, arbitration, investigation, litigation or other proceeding, in each case, from, by or before any Governmental Entity;

Active Component has the meaning given to it in the definition of Combination Product;

Actual Net Debt means the actual amount of Net Debt at Completion, as calculated and agreed and/or determined (as applicable) after Completion in accordance with Schedule 8;

Actual Tax Liability means a liability to make a payment of Tax;

Actual Working Capital means the actual amount of Working Capital at Completion, as calculated and agreed and/or determined (as applicable) after Completion in accordance with Schedule 8;

Adjustment Amount has the meaning given in clause 3.6;

Adverse Recommendation Change has the meaning given in clause 5.6;

Adverse Event means, in respect of any Product:

(a) any untoward medical occurrence in a patient who has administered themselves with, or has been administered, a Product, where the untoward medical occurrence is temporally associated with the use of the Product (whether or not considered related to the Product); or

(b) any unfavourable and unintended sign, symptom or disease temporally associated with the use of a Product (whether or not considered related to the Product); or

(c) failure of that Product to produce expected benefits, including a lack of efficacy; or

(d) adverse events associated with:

(i) the persistent or sporadic intentional excessive use of the Product by a patient accompanied by harmful physical and/or psychological effects; or

(ii) use of the Product in a way that is not in accordance with its Marketing Authorisation accompanied by harmful physical and/or psychological effects;

Affiliate means, in relation to a specified person:

(a) any group undertaking of such person;

(b) any general partner, trustee, manager, adviser or nominee of such person or of a group undertaking of such person, or a group undertaking of any such general partner, trustee, manager, adviser or nominee;

(c) any fund or other entity which is advised by, or the assets of which are managed from time to time by, any person referred to in (a) or (b) above, and any subsidiary undertaking of such fund or other entity; and

(d) any fund or other entity of which that person, or any person referred to in (a) or (b) above, is a general partner, trustee or nominee, and any subsidiary undertaking of such fund or other entity;

Agreed Form means, in relation to any document, the form of that document which has been initialled for the purpose of identification by the Purchaser's Lawyers and the Seller's Lawyers, or otherwise identified as being in the Agreed Form via an email attachment by the Purchaser's Lawyers and the Seller's Lawyers, or by or on behalf of the Seller and the Purchaser (respectively), with such alterations as may be agreed in writing by the aforementioned;

Alternative Acquisition Agreement has the meaning given in clause 5.6;

Anti-Bribery Laws means:

(a) the U.S. Foreign Corrupt Practices Act of 1977, as amended;

(b) the UK Bribery Act 2010; and

(c) any other applicable anti-bribery or anti-corruption law or regulation enacted in any jurisdiction;

Anti-Money Laundering Laws means all applicable anti-money laundering laws, anti-fraud, or counter-terrorism financing-related laws or regulations enacted in any jurisdiction;

Antitrust Expenses means any third-party costs, fees and expenses (including by external antitrust advisors, economists, and ediscovery document vendors) with respect to or incurred in connection with obtaining the Regulatory Clearances, to the extent reasonably incurred and documented;

Applicable Accounting Standards means, in respect of a Target Group Company included in the table in Schedule 2 and its Accounts, the accounting principles set opposite that Target Group Company's name in column (4) of the table in Schedule 2;

Applicable Law means applicable laws, rules, regulations or similar statutes, enactments, codes, orders, judgments, injunctions, notices, decrees, ordinances, treaties, directives and administrative interpretations, in each case as may be in force from time to time;

Approved LHG Shareholder Circular means the LHG Shareholder Circular approved by the JSE;

Authority Regulatory Communication has the meaning given in subclause 6.11(f);

Avid means Avid Radiopharmaceuticals, Inc.;

Base Consideration Amount means USD350,000,000;

[***] APA means the asset purchase agreement entered into between [***] (as amended and/or novated or otherwise varied from time to time), including all Ancillary Agreements (as defined therein) entered into pursuant thereto;

[***] Guarantee means the guarantee originally given by [***] of the prompt performance by [***] of all its obligations under the [***] APA pursuant to section 12.7 of the [***] APA;

Board Recommendation Notice has the meaning given in clause 5.7;

Budget means the budget of the Target Group Companies for the period commencing 1 October 2024 and ending on 30 September 2025 and which has been provided in the Data Room at Eagle_Mainroom\08_Financials\MI Pack LMI November 2025.xlsx;

Business means the business of the Target Group which includes the Commercialisation, manufacturing and other exploitation of NeuraCeq and any Development activities in respect of the Products (including NeuraCeq), in each case, conducted by or on behalf of the Target Group as at the date of this agreement (or, where expressly provided in this agreement, as of Completion);

Business Day means any day that is not a Saturday, Sunday or public holiday in England or South Africa, or Massachusetts, USA (save that for the purposes of clause 5.2, "Business Day" shall mean any day that is not a Saturday, Sunday or public holiday in South Africa only);

Calculation Date means the final Business Day of the calendar month immediately preceding the calendar month in which the Unconditional Date occurs;

Calendar Quarter means the periods of three consecutive calendar months ending on March 31, June 30, September 30 and December 31 (or any of them);

Cash means, without double counting, the aggregate amount of:

(a) all cash in hand or credited to any account with a financial institution;

(b) all cash and cash equivalents, in each case maturing less than 60 days after the Completion Date;

(c) all short term investments that are readily convertible to known amounts of cash which are subject to an insignificant risk of changes in value;

(d) the line items mapped to "Cash" in the Draft Completion Balance Sheet (in the case of Estimated Net Debt) and in the Completion Balance Sheet (in the case of Actual Net Debt); and

(e) any Intra-Group Receivables,

in each case held by the Target Group Companies at the Effective Time or, in the case of Cash for the purposes of Estimated Net Debt, at the Calculation Date (provided that Cash shall not include cash or cash equivalents held by third parties related to any security or similar deposits, cash in escrow accounts, cash supporting obligations under letters of credit, and cash otherwise subject to any legal or contractual restriction on the ability to freely transfer or use such case for any lawful purpose), calculated and including (or excluding as the case may be) those items required to be included in (or excluded from, as the case may be) Cash in accordance with the requirements of Schedule 8, expressed as a positive number and, where applicable, converted into Dollars at the Exchange Rate;

Cash Award means any subsisting cash-based incentive granted before Completion to any current or former Employee, director, officer or consultant of any Target Group Company under the Cash Plans;

Cash Plans means the LMI EBITDA Scheme and the VCP;

CIP means the Life Healthcare Group Holdings Limited Co-Investment Policy, the terms of which have been provided in the Data Room in folder "*Eagle_Cleanroom/05_Personnel_and_Benefits/Compensation & Benefits/Benefit & Bonus Mgmt/CIP*";

CIP Accrued Dividend Amount means an amount representing the accrued dividends payable by the Target Group to the CIP participant in respect of shares awarded to that participant under the CIP, as notified in accordance with 19.4;

CIP EBT means the employee benefit trust known as the Life Healthcare Share Matching and Performance Trust established pursuant to the trust deed between: (i) Life Healthcare Group (Proprietary) Limited; and (ii) Asanda Myataza, Chris Johannes Gouws, Tanya Clucas and Thaven Raja as trustees of the trust, as amended and restated on 23 February 2023 and from time to time;

Claim means a Warranty Claim or a Tax Covenant Claim or a Specific Indemnity Claim or any other claim against the Seller (or any other member of the Seller's Group) for any breach or alleged breach of this agreement (including pursuant to any indemnity or covenant to pay but excluding in relation to any breach or alleged breach of Schedule 10);

Clause 17.1(a) Assessment means a Specific Tax Assessment that relates to a matter falling within subclause 17.1(a);

Clause 17.1(a) Assessment Amount means the amount for which the Seller is liable in respect of a Clause 17.1(a) Assessment or, where such Clause 17.1(a) Assessment has not yet been settled or otherwise finally determined, the amount for which it would be liable under subclause 17.1(a) if the Clause 17.1(a) Assessment were settled at the amount claimed by the relevant Tax Authority (before the use of available Reliefs);

Clause 17.1(b) Assessment means a Specific Tax Assessment that relates to a matter falling within subclause 17.1(b);

Clinical Trial Authorisation means, with respect to a particular Product and jurisdiction, any and all applications, approvals, licences, notifications, registrations or authorisations of any Governmental Entity necessary to conduct a clinical trial of such Product in such jurisdiction, including an Investigational New Drug Application submitted to FDA in accordance with the U.S. Code of Federal Regulations Title 21 part 312, including all amendments, modifications and supplements thereto;

CMA means the UK Competition and Markets Authority;

CMA Briefing Paper means the briefing paper in relation to the transactions contemplated by this agreement to be submitted to the CMA, in a form agreed between the parties in writing;

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

Combination Product means:

(a) any single product containing as ingredients both:

  (i) Florbetaben (^{18}F) or a Pipeline Milestone Asset; and

  (ii) one or more active pharmaceutical ingredients or components, diagnostic ingredients or components or biological ingredients or components (each, an **Active Component**) that are not Florbetaben (^{18}F) or Pipeline Milestone Assets, as applicable whether co-formulated or co-packaged (i.e. within a single box or sales unit); or

(b) any product containing Florbetaben (^{18}F) or a Pipeline Milestone Asset sold in combination with one or more products (such as drug products, devices or diagnostics) that do not contain Florbetaben (^{18}F) or Pipeline Milestone Assets (as applicable) for a single invoice price; or

(c) any product containing Florbetaben (^{18}F) or a Pipeline Milestone Asset sold where the sale of the product containing Florbetaben (^{18}F) or the Pipeline Milestone Asset (as applicable) is only available from the seller with the purchase or other products that do not contain Florbetaben (^{18}F) or a Pipeline Milestone Asset (as applicable), (such other Active Components or biological ingredients, or other such products, services or diagnostics referred to in (a) to (c) above being **Other Components**);

Commercialisation means the performance of any and all activities directed to promoting, marketing, pricing, importing, exporting, distributing, selling or offering to sell the relevant Product following receipt of Regulatory Approval (but excluding Development). When used as a verb, **Commercialise** or **Commercialising** means to engage in Commercialisation;

Commercially Reasonable Efforts means, with respect to the Development or Commercialisation of the Milestone Products in or for a particular country in the CRE Territories, the expenditure of efforts and resources in good faith and consistent with the usual practice of the Purchaser's Group in pursuing, in a reasonably timely manner, the development, approval and Commercialisation of radiopharmaceutical products (other than the Milestone Products) at a similar stage of development or product life that are of similar market potential and strategic value to the Purchaser's Group, and taking into account, without limitation: issues of safety and efficacy; product profile; proprietary position (including patent and license coverage and regulatory exclusivity); the then-current competitive market environment in the relevant CRE Territory; likely timing of the pharmaceutical product's entry into the market in the relevant CRE Territory; the then current market penetration in the relevant CRE Territory; market potential (including market size, patient population, pricing and reimbursement);

potential profitability (including Third Party costs and expenses) of such radiopharmaceutical product in the relevant CRE Territory; regulatory environment; and other relevant legal, regulatory, scientific, technical and commercial factors; in each case, measured by the facts and circumstances at the time such efforts are due;

Company has the meaning given in recital (A);

Company Intellectual Property means the Owned Company Intellectual Property and the Non-Owned Company Intellectual Property;

Completion means completion of the sale and purchase of the Sale Shares in accordance with this agreement;

Completion Balance Sheet means the Draft Completion Balance Sheet as agreed and/or determined (as applicable) to be final and binding in accordance with paragraphs 2 and 3 of Part 1 of Schedule 8;

Completion Date means the date on which Completion takes place, being five Business Days following the Unconditional Date, provided that, where Completion would occur less than five Business Days prior to the end of any Calendar Quarter, Completion shall be on the first Business Day of the following Calendar Quarter;

Completion Disclosure Letter means the letter of the same date as Completion, written and delivered by or on behalf of the Seller to the Purchaser at Completion disclosing information constituting exceptions to the Seller's Warranties (other than the Seller's Fundamental Warranties) relating to facts. matters or circumstances that have arisen during the period between the date of this agreement and Completion;

Completion Statement means the Draft Completion Statement as agreed and/or determined (as applicable) to be final and binding in accordance with paragraphs 2 and 3 of Part 1 of Schedule 8;

Conditions has the meaning given in clause 5.1;

Confidentiality Agreement means the confidentiality undertaking between Lantheus Medical Imaging, Inc. and Life Healthcare Group Proprietary Limited dated 2 November 2024;

Connected Person means, in respect of a person, such person's directors and officers;

Consideration means the aggregate of the Initial Consideration and any NeuraCeq Earn-Out Payment(s) and/or Sales Revenue Milestone Payment(s) payable in accordance with clause 4 of this agreement;

Copyright means any copyrights and copyrightable works, including all works for hire, all rights of authorship, use, publication, reproduction, distribution, performance, transformation, moral rights and rights of ownership of copyrightable works, all registrations, applications for registration and renewals of any of the foregoing anywhere in the world, and all rights to register and obtain renewals and extensions of registrations, together with all other interests accruing by reason of copyright law anywhere in the world;

Cost Coverage Amount has the meaning given in clause 6.1;

CRE Territory means any of:

(a) [***]; and

(b) [***]

(provided that, with respect to any Pipeline Milestone Asset, the countries in paragraph (b) will only be deemed a CRE Territory in respect of such Pipeline Milestone Asset after Regulatory Approval for such Pipeline Milestone Asset is granted in [***]);

Dangerous Substance means any natural or artificial substance or thing (whether in a solid, liquid, gas, vapour or other form) that is likely to cause significant damage to the Environment;

Data Room means the information and the documents in the virtual data room as of one Business Day immediately prior to the signing of this agreement in the folders named "Eagle_Mainroom" and "Eagle_Cleanroom" shared in the virtual data room hosted by Citrix ShareFile, each of which is encrypted on a USB stick and the index of which is in the Agreed Form;

Debt means, without double counting, all loans (whether or not they bear interest), financing liabilities or obligations or other indebtedness, including:

(a) any overdrafts and other liabilities in the nature of borrowed money (whether secured or unsecured);

(b) any reimbursement and payment obligations with respect to letters of credit, bills, bonds, notes, debentures or loan stock and other similar instruments;

(c) any obligations in respect of interest rate swaps or other financial derivatives stated at their fair value;

(d) any obligations and liabilities under finance or capital leases, hire purchase agreements and sale and lease-back transactions;

(e) any Transaction Costs;

(f) the line items mapped to "Debt" in the Draft Completion Balance Sheet (in the case of Estimated Net Debt) and in the Completion Balance Sheet (in the case of Actual Net Debt); and

(g) any Intra-Group Payables,

together with all interest accrued on those amounts and any break, prepayment, early payment charges payable in respect of such amounts but excluding, to the extent included in Working Capital, trading debt or liabilities arising in the ordinary and usual course of business, of the Target Group Companies as at the Effective Time or, in the case of Debt for the purposes of Estimated Net Debt, at the Calculation Date, calculated in accordance with and including (or excluding as the case may be) those items required to be included in (or excluded from, as the case may be) Debt in accordance with the requirements of Schedule 8, expressed as a positive number and, where applicable, converted into USD at the Exchange Rate;

Delayed Information has the meaning given in clause 4.9;

Development means the performance of any and all activities relating to preparation of a product or service for Regulatory Approval, including pre-clinical studies, pharmacokinetic studies, toxicology studies, formulation, test method development, assay development and stability testing, manufacturing process development, chemistry, manufacturing and control (CMC) management, manufacturing technical support, biomarker development, validation and scale-up (including bulk compound production), manufacturing of clinical supplies and activities relating to developing the ability to manufacture and to continue to manufacture, quality assurance and quality control for formulations, design and conduct of clinical trials or studies (including all post-marketing commitments), report

writing, statistical analysis and regulatory affairs including regulatory legal services (but excluding Commercialisation). When used as a verb, **Develop** means to engage in Development;

Disclosed means fairly disclosed with sufficient detail to enable the Purchaser to assess the nature and scope of the matter disclosed;

Disclosed Information has the meaning given in paragraph 1.1 of Schedule 5;

Dispute Notice has the meaning given in subparagraph 2.1 of Part 1 of Schedule 8;

Disputed Items has the meaning given in subparagraph 2.1 of Part 1 of Schedule 8;

Divest means to sell, assign, transfer or otherwise dispose of by any means whether directly or indirectly (including by way of share sale, merger, consolidation, asset sale, license, sublicense, assignment or other similar disposition), but shall not include to the extent relating solely to the development, manufacturing and commercialisation of any product, sublicenses, or licenses to distributors, co-promotion agreements, logistics arrangements or any arrangement conferring rights upon a Third Party to obtain, hold or maintain any Regulatory Approval or Marketing Authorisation (or equivalent) including if necessary to comply with Applicable Law, and **Divestiture** shall be construed accordingly;

Draft Completion Balance Sheet has the meaning given in subparagraph 1.1 of Part 1 of Schedule 8;

Draft Completion Statement has the meaning given in subparagraph 1.1 of Part 1 of Schedule 8;

Effective Time means immediately before Completion;

Employee means any person employed by a Target Group Company;

Employment Tax Liabilities has the meaning given in clause 20.7;

Encumbrance means any claim, equitable right, power of sale, retention of title, right of pre-emption, right of first refusal, option, right to acquire, mortgage, charge, pledge, lien (including mortgages, charges, pledges or liens with respect to any kind of tangible or intangible property, including any kind of intellectual property) or other third party right, form of security or encumbrance of any kind or any agreement, arrangement or obligation to create any of the foregoing;

Environment means air (including air within any building or other natural or man-made structure and whether above or below ground), water (including surface waters, underground waters, groundwater, coastal water, the seas and oceans, and inland waters and any water within any natural or man-made structure), soil and land (including land under water, surface land and sub-surface land) and any living organism or systems supported by those media;

Environmental Law means any applicable laws, statutes, regulations, common law, final and binding court and other tribunal decisions concerning the protection of the Environment and/or the release, emission, leakage, spillage, management or handling of any Dangerous Substance or to regulate the use, treatment, storage, burial, disposal or transportation of any Dangerous Substance, in all cases, capable of enforcement by legal process in the jurisdiction(s) of operation of any applicable Target Group Company as at the date of this agreement;

Environmental Licence means any permit, licence, authorisation, consent or other approval which is issued, granted or required under or in relation to any applicable Environmental Laws;

ERISA means the U.S. Employee Retirement Income Security Act of 1974, as amended;

ERISA Affiliate means any person that is (or at any relevant time was or will be) a member of a "controlled group of corporations" with, under "common control" with, or a member of an "affiliated service group" with any Target Group Company as such terms are defined in Sections 414(b), (c), (m) or (o) of the Code;

Estimated Consideration means an amount equal to the Base Consideration Amount:

(a) *less* the Estimated Net Debt; and

(b) either:

(i) if the Estimated Working Capital is greater than the Target Working Capital, *plus* an amount equal to the difference; or

(ii) if the Estimated Working Capital is less than the Target Working Capital, *less* an amount equal to the difference;

Estimated Intra-Group Payables means the projected amount of the Intra-Group Payables at the Calculation Date, as estimated by the Seller in accordance with clause 3.2;

Estimated Intra-Group Receivables means the projected amount of the Intra-Group Receivables at the Calculation Date, as estimated by the Seller in accordance with clause 3.2;

Estimated Net Debt means the projected amount of the Net Debt at the Calculation Date, as estimated by the Seller in accordance with clause 3.2;

Estimated Working Capital means the projected amount of the Working Capital at the Calculation Date, as estimated by the Seller in accordance with clause 3.2;

Exchange Rate means the spot closing mid-rate of exchange between the two currencies in question published in the London edition of The Financial Times on the Business Day immediately preceding the Applicable Date or, where no such rate of exchange is published, the rate quoted on the preceding date on which such rates are quoted. For the purposes of this definition, **Applicable Date** shall mean, save as otherwise provided in this agreement, the date on which a payment or an assessment is to be made, save that, for the following purposes, it shall mean: (a) for the purposes of clauses 3.9, 12.1 and 12.2, the date of the Seller's notification of the Pre-Completion Estimate pursuant to clause 3.2; (b) for the purposes of clause 3.2, the Calculation Date; (c) for the purposes of clauses 3.3 to 3.7, the Completion Date; and (c) for the purposes of clause 13 and Schedule 4, the date on which the Purchaser is paid for the Loss resulting from the relevant Seller's Warranty being not true or not accurate (whether judicially determined or by agreement between the Purchaser and the relevant payor);

Excluded Proposal means any indication of interest, offer or proposal from any person or group contemplating or otherwise relating to any transaction resulting in the acquisition by such person or group of the majority of the issued and to be issued share capital of Life Healthcare Group Holdings;

FDA means the United States Food and Drug Administration and any successor agency or authority having substantially the same function;

Finally Determined in respect of a Claim means where the parties to such Claim have so determined by mutual written agreement or, if disputed, when a matter has been resolved by a final and non-appealable judgment, decision (or equivalent) of a court of competent jurisdiction;

Foreign Investment Laws means any Applicable Law that provides for the review, clearance or notification of transactions on grounds of national security or other national or public interest, including any state, national or multi-jurisdictional Applicable Law that is designed or intended to

prohibit, restrict or regulate actions by foreigners to acquire interests in or control over domestic equities, securities, entities, assets, land or interests;

FRC means the Financial Reporting Council;

FRS102 (UK GAAP) means generally accepted accounting practice in the UK, including Financial Reporting Standards (specifically Financial Reporting Standard 102) and Statements of Standard Accounting Practice, each as issued or adopted by the FRC, abstracts issued by the FRC (and pronouncements previously issued by the Urgent Issues Task Force of the Accounting Standards Board) and pronouncements by the Conduct Committee of the FRC (or its predecessor, the Financial Reporting Review Panel) in force as at the relevant Accounts Date as set out in the table in Schedule 2;

From Authority Regulatory Communication has the meaning given in subclause 5.11(e);

Fundamental Warranty Claim means a claim by the Purchaser the basis of which is that one or more of the Seller's Fundamental Warranties is, or is alleged to be, untrue or inaccurate;

Good Clinical Practices means all requirements and standards for designing, conducting, recording, and reporting clinical trials for pharmaceutical products, including (i) U.S. Code of Federal Regulations Title 21 parts 50, 54, 56, and 312, (ii) the applicable revision of ICH Guideline for good clinical practice E6 (**ICH GCP**), and (iii) Regulation (EU) No 536/2014, which are applicable, and as may be amended from, time to time;

Good Laboratory Practices means all requirements and standards for the conduct of non-clinical studies of pharmaceutical products, including (i) U.S. Code of Federal Regulations Title 21 part 58, (ii) Directive 2004/10/EC, and (iii) the OECD Principles on Good Laboratory Practice, which are applicable, and as may be amended from, time to time;

Good Manufacturing Practices means all requirements and standards for the manufacture of pharmaceutical products and their components, including (i) U.S. Code of Federal Regulations Title 21 parts 210-211, (ii) the EU Guidelines to Good Manufacturing Practice Medicinal Products for Human and Veterinary Use, as set out in Volume 4 of the European Commission's Rules governing Medicinal Products in the European Union, and (iii) and any related guidance promulgated thereunder, which are applicable, and as may be amended from, time to time;

Governmental Entity means any supra-national, national, federal, state, municipal, provincial, regulatory, administrative or other governmental or quasi-governmental authority, agency or commission, any court, tribunal, arbitral body, administrative body, local authority entity or private body exercising any regulatory function with competent jurisdiction, or any national securities exchange or automated quotation service;

HGB (GER GAAP) means generally accepted accounting practice in Germany in force as at the relevant Accounts Date as set out in the table in Schedule 2;

HSR Act means the premerger notification and waiting period requirements of the Hart-Scott-Rodino Antitrust Improvements Act of 1976, as amended, and the rules and regulations promulgated thereunder;

IFRS means the body of pronouncements issued by the International Accounting Standards Board, including International Financial Reporting Standards and interpretations approved by the International Accounting Standards Board, International Accounting Standards and Standing Interpretations Committee interpretations approved by the predecessor International Accounting Standards Committee;

Incentive Award means any Share Award or Cash Award;

Independent Accountants means such firm of chartered accountants as may be appointed under Schedule 9;

Initial Consideration means an amount equal to the Base Consideration Amount:

(a) *less* the Actual Net Debt; and

(b) either:

(i) if the Actual Working Capital is greater than the Target Working Capital, *plus* an amount equal to the difference; or

(ii) if the Actual Working Capital is less than the Target Working Capital, *less* an amount equal to the difference;

Intangibles means certain assets held by Swiss entity Life Molecular Imaging SA until 30 April 2021;

Intangibles Acquisition means the acquisition by the Company of the Intangibles from Life Molecular Imaging SA effective on 1 May 2021;

Intangibles Dispute means the enquiry opened by HMRC in respect of the Intangibles Acquisition as evidenced (wholly or in part) by the Notice of Enquiry issued by HMRC on 20 March 2024;

Intellectual Property Rights means any and all intellectual property and similar proprietary rights of any kind or nature, whether registered or unregistered and whether protected, created or arising under any law in any jurisdiction throughout the world and all rights associated therewith, including the following: (a) Patents and other indicia of ownership of an invention recognized or issued by or filed with any Governmental Entity; (b) trade secrets, inventions, discoveries and other Know-How, including articles of manufacture, business methods, compositions of matter machines, methods, and processes and new uses for any of the preceding items; (c) Trademarks; (d) internet domain names and social media handles; (e) published and unpublished works of authorship, including audiovisual works and collective works, and Copyrights; (f) rights in designs, databases, data, collections of data and compilations of data; (g) improvements, derivatives, modifications, enhancements, revisions and releases relating to any of the foregoing; (h) instantiations of any of the foregoing in any form and embodied in any media; (i) software (including source code, executable code, systems, network tools, data, databases, applications, firmware and all related documentation); (j) rights to sue (and to secure or recover damages, royalties and other proceeds or remedies) for past, present and future infringements, misappropriations or other violations of any of the foregoing; and (k) applications for registration, and the right to apply for registration, for any of these rights; and

Intercompany Loan means the receivable with an amount (principal and interest accrued thereon) as at 30 September 2024 of [***] owed to the Seller by the Company together with any further interest accrued thereon;

Intercompany Receivable means the receivable with an amount (principal and interest accrued thereon) as at 30 September 2024 of [***] owed to the Seller by Life Molecular Imaging GmbH together with any further interest accrued thereon;

Intra-Group Payables means the aggregate amount of outstanding loans, financing liabilities or other indebtedness (other than Trade Debts) owing by the Target Group Companies to the Seller or any other member of the Seller's Group at Completion or, in the case of Estimated Intra-Group Payables, at the Calculation Date, calculated in accordance with the requirements of paragraph 1 of Part 1 of Schedule 8 and by reference to the line items set out in Part 2 of Schedule 8, expressed as a positive number;

Intra-Group Receivables means the aggregate amount of outstanding loans, financing liabilities or other indebtedness (other than Trade Debts) owing by the Seller or any other member of the Seller's Group to the Target Group Companies at Completion or, in the case of Estimated Intra-Group Receivables, at the Calculation Date, calculated in accordance with the requirements of paragraph 1 of Part 1 of Schedule 8 and by reference to the line items set out in Part 2 of Schedule 8, expressed as a positive number;

Irrecoverable VAT means any amount paid in respect of VAT or any amount of VAT accounted for under the reverse charge procedure by the person in question, in each case, which is not recoverable as input tax by it or the representative member of any VAT group of which it forms part (subject to that person or representative member using reasonable endeavours to recover such amount of VAT), provided that, where the amount in respect of VAT or amount of VAT is paid by a Target Group Company prior to Completion that is a member of a VAT group, the representative member of the VAT group is also a Target Group Company or accounts to a Target Group Company for the amount recoverable;

JSE means the exchange operated by JSE Limited, a company incorporated under the laws of South Africa with registration number 2005/022939/06, licensed as an exchange under the South African Financial Markets Act, No. 19 of 2012;

JSE Listings Requirements means the listings requirements of the JSE, as amended from time to time;

Know-How means all confidential and proprietary commercial, technical, scientific and other data, results, know-how and information, trade secrets, inventions, technology, methods, processes, practices, formulae, instructions, skills, techniques, procedures, knowledge, experiences, ideas, technical assistance, designs, drawings, assembly procedures, computer programs, and specifications (including biological, chemical, structural, pharmacological, toxicological, clinical, safety, assay, method of screening, study designs and protocol and related know-how and trade secrets, and manufacturing data, non-clinical information, pre-clinical and clinical data, specifications of ingredients, manufacturing processes, formulation, specifications, sourcing information, quality control and testing procedures and related know-how and trade secrets), in all cases, whether or not patented or patentable, in written, electronic or any other form now known or hereafter developed;

LHG General Meeting has the meaning given in subclause 5.1(a);

LHG Resolutions has the meaning given in subclause 5.1(a);

LHG Shareholder Approval Condition has the meaning given in subclause 5.1(a);

LHG Shareholder Circular means the shareholder circular, including notice of meeting, to be issued to the LHG Shareholders convening the LHG General Meeting and which contains the LHG Resolutions and related information;

LHG Shareholders means holders of LHG Shares;

LHG Shares means ordinary shares in the issued share capital of Life Healthcare Group Holdings, excluding shares held by any subsidiary of Life Healthcare Group Holdings;

Licence and Commercial Agreement(s) means the agreement(s) to be entered into between a Target Group Company and a member of the Seller's Group on or before Completion, reflecting the Licence and Commercial Agreement(s) – Term Sheet;

Licence and Commercial Agreement(s) – Term Sheet means the principle terms which will form the basis of the Licence and Commercial Agreement(s), set out in Appendix 1 to this agreement;

Licensee means, with respect to any Milestone Product, any (sub)licensees of the Purchaser, any Target Group Company or any of their respective Affiliates (in multiple tiers): (a) under any Patents or any other Intellectual Property Rights, in each case, that are owned by or licensed to any Target Group Company as of Completion: (i) covering or claiming such Milestone Product or (ii) used in the Development or Commercialisation of such Milestone Product; and (b) who have the right to Develop, seek Marketing Authorisation and/or Commercialise such Milestone Product (as applicable). Notwithstanding anything to the contrary in the foregoing; (A) contract research organizations, contract manufacturers and other Third Party service providers who Develop or Commercialize the applicable Milestone Product on behalf of the Purchaser, any of its Affiliates, Licensees or Transferees, and any distributors of the Purchaser or any of its Affiliates or a Licensee or Transferee, in each case, shall not be deemed a "Licensee"; and (B) "Licensee" shall exclude any member of the Seller's Group following Completion and any other (sub)licensees of any member of the Seller's Group under the Licence and Commercial Agreement(s);

LMI EBITDA Participants means all individuals employed or engaged by a member of the Target Group who participate in the LMI EBITDA Scheme as at the date of this agreement;

LMI EBITDA Scheme means the Life Molecular Imaging Management EBITDA Generation Incentive Scheme as adopted by the Remuneration Committee of Life Healthcare Group Holdings on 25 February 2019;

LMI EBITDA Scheme Completion Amount means the total amount required to be paid by the Target Group to the LMI EBITDA Participants in connection with Completion, as notified in accordance with clause 19.4 and as calculated in accordance with the LMI EBITDA Scheme;

Long Stop Date means: (a) 31 December 2025; or (b) such other date as agreed between the parties in writing;

Losses means, in respect of any matter, event or circumstance, liabilities, damages, losses, charges, fees, Taxes (including Irrecoverable VAT), costs, expenses and/or penalties (including any final judgement or approved settlement payments, monetary penalties, administrative fines and reasonable legal advisor costs);

LTIP means the Life Healthcare 2015 Long-Term Incentive Plan;

Management Accounts means the monthly consolidated profit and loss account of the Company for the 12-month period ending on the Management Accounts Date and the consolidated balance sheet of the Company (internally named MI-Pack) in each case prepared in accordance with IFRS, copies of which have been provided in the Data Room at "Eagle_Mainroom\08_Financials\MI Pack LMI November 2025.xlsx;

Management Accounts Date means 30 November 2024;

Marketing Authorisations means, to the extent exclusively relating to a Product, those marketing authorisations, licences and approvals of any Governmental Entity in force at the date of this agreement which are necessary for the Commercialisation and, where relevant, manufacture of such Product;

Material Contract has the meaning given in paragraph 12.1 of Part 2 of Schedule 4;

Material IT Agreement means any material IT agreement of the Target Group as set out in folder "Eagle_Mainroom/10_IT/Material contracts" of the Data Room;

Milestone Assets means NeuraCeq and/or any of the Pipeline Milestone Assets, and **Milestone Asset** means any one of the foregoing;

Milestone Products means NeuraCeq and/or any of the Pipeline Milestone Products, including any Combination Product, and **Milestone Product** means any one of those products;

Net Debt means the aggregate of Debt *less* Cash at the Effective Time or, in the case of Estimated Net Debt, at the Calculation Date;

Net Debt Adjustment has the meaning given in clause 3.4;

Net Sales means the gross amounts invoiced by or behalf of the Purchaser or its Affiliates or Transferees or Licensees, as applicable, for sales of the applicable Milestone Product(s) to a Third Party (other than a Transferee or Licensee) in the Purchaser Territory, in each case less the sum of the following:

(a) trade discounts allowed or given (including cash discounts and quantity discounts), cash and noncash coupons, retroactive price reductions, charge back payments, fees and rebates paid, granted or accrued to: managed care organizations; federal, state and local governments or their agencies; purchasers, group purchasing organizations or integrated delivery networks; payors or reimbursers; or customers or patients, including co-pay assistance;

(b) credits or allowances paid, granted or accrued upon claims, damaged goods, rejections or returns of such Milestone Product(s), including Milestone Product(s) returned in connection with recalls or withdrawals;

(c) taxes or duties levied on, absorbed or otherwise imposed on sale of the Milestone Product(s), including value added taxes, healthcare taxes, withholding taxes, pharmaceutical excise taxes (such as those imposed by the United States Patient Protection and Affordable Care Act of 2010 and other comparable laws) or other governmental charges otherwise imposed upon the billed amount, as adjusted for rebates and refunds;

(d) charges and expenses for freight, customs and insurance related to the distribution of the Milestone Product(s), and wholesaler and distributor administration fees; and

(e) other future similar deductions, taken in the ordinary course of business in accordance with the recording of Net Sales under the Purchaser's, any of its Affiliates' or Transferees' (as applicable and evidenced as such) applicable accounting standards consistent with past practice,

Net Sales will be determined in accordance with the Purchaser's, any of its applicable Affiliates' or Transferees' or Licensees' applicable accounting standards consistent with past practice of, as applicable, the Purchaser (and its Affiliates) (being US GAAP), Transferee (and its Affiliates) or Licensee (and its Affiliates). If any amounts included in Net Sales are expressed in a currency other than USD, then these amounts will be converted to USD at the applicable exchange rate used by the Purchaser from time to time in its audited accounts to convert Net Sales expressed in currencies other than USD. Net Sales with respect to any sale of a Milestone Product(s) shall be recognised and reported in the same financial period as the relevant delivery of such Milestone Product(s).

Notwithstanding anything to the contrary, Milestone Products transferred to Third Parties as part of an expanded access program, compassionate sales or use program, an indigent program, as samples or evaluation product, as donations, for the performance of clinical trials or other studies in each case for which no consideration is received, or for similar business purposes, shall not constitute "Net Sales" under this agreement.

The sale or transfer of Milestone Product(s) between or among the Purchaser and its Affiliates or sale or transfer of Milestone Product(s) to Transferees or Licensees shall not result in any Net Sales, with Net Sales to be based only on any subsequent sales or dispositions to a Third Party that is not a Transferee or Licensee.

To the extent that the Purchaser, any of its Affiliates or Transferees or Licensees receives consideration other than or in addition to cash upon and for the sale or disposition of a Milestone Product(s) to a Third Party, Net Sales shall be calculated based on the average cash based sales price for such Milestone Product(s) in the applicable country in the Purchaser Territory, as applicable, during the preceding calendar year, or in the absence of such sales, based on the fair market value of the Milestone Product(s) in the applicable country in the Purchaser Territory, as determined by the Purchaser in good faith.

(f) Notwithstanding anything to the contrary in any of the foregoing:

(i) Net Sales shall not include amounts or other consideration that constitutes bona fide reimbursement of the Purchaser's or any of its Affiliate's fully burdened full time equivalent (FTE) costs or out-of-pocket costs in connection with Development, Manufacture or Commercialisation of the applicable Milestone Product(s), in each case, provided that such consideration is not in lieu of all or a portion of the transfer price of the Milestone Product;

(ii) sales to a distributor, wholesaler, group purchasing organization, pharmacy benefit manager, or retail chain customer shall be considered sales to a Third Party, and

(iii) Net Sales to a Third Party consignee are not recognized as Net Sales by such Affiliate until the Third Party consignee sells the applicable Milestone Product(s).

In the case of any Combination Product sold in a given country in the Territory, Net Sales for such Combination Product in such country shall be calculated by multiplying actual Net Sales of such Combination Product by the fraction A/(A+B), where A is the invoice price of the product containing the relevant Pipeline Milestone Asset if sold separately in the same indication in such country, and B is the total invoice price of the Other Components in the Combination Product, if sold separately in the same indication in such country. If, on a country-by-country basis, the Other Components in the Combination Product are not sold separately in the same indication in such country, Net Sales for the purpose of determining the applicable amount of Net Sales in respect of the Combination Product for such country shall be calculated by multiplying actual Net Sales of the Combination Product by the fraction C/D, where C is the invoice price of the product containing the relevant Pipeline Milestone Asset if sold separately in the same indication in such country, and D is the invoice price of the Combination Product in such country. If neither the product containing the relevant Pipeline Milestone Asset nor the Other Components are sold separately in the same indication in a given country, then Net Sales shall be calculated consensually by the parties based on the Purchaser's good faith estimate of the fair market value of the product containing the relevant Pipeline Milestone Asset and each of the Other Components included in such Combination Product.

Net Sales Report Contents means, with respect to a calendar year:

(a) the aggregate annual amount of all Net Sales of NeuraCeq for that calendar year, together with a breakdown on a market-by-market basis;

(b) the aggregate annual amount of all Net Sales of the Pipeline Milestone Assets for that calendar year (with breakdown by Pipeline Milestone Asset), together with a breakdown on a market-by-market basis;

(c) a statement of whether any Sales Revenue Milestone was first achieved for that calendar year;

(d) if such calendar year is an Earn-Out Payment Year, the aggregate annual amount of all Net Sales of NeuraCeq in the USA for that Earn-Out Payment Year and, if such Net Sales exceeded [***], a calculation of the applicable NeuraCeq Earn-Out Payment in accordance with clause 4.1; and

(e) the currency conversions rates used (if applicable);

NeuraCeq means any pharmaceutical product containing as an Active Component the compound Florbetaben (^{18}F) and, for the avoidance of doubt, "NeuraCeq" shall be construed to include any other brand name under which that product is marketed or utilised in any Territory;

Non-Owned Company Intellectual Property means all Intellectual Property Rights used by a member of the Target Group that are material to the Business and that are not Owned Company Intellectual Property;

Order means, with respect to any Person, any judgment, decision, writ, decree, award, consent decree, injunction, ruling, stipulation or order rendered by, entered into with, or of any federal, state, local or other domestic or non-U.S. court or other Governmental Entity or arbitrator (in each case, whether temporary, preliminary or permanent) that, in each case, is binding on such Person or its property under Applicable Laws;

Other Claim means a Claim which is not a Warranty Claim or a Tax Covenant Claim;

Other Components has the meaning given to it in the definition of Combination Product;

Outgoing Director means each of Petrus Phillippus Van Der Westhuizen and Peter Gerard Wharton-Hood;

Outstanding Disputed Items has the meaning given in subparagraph 3.1(b) of Part 1 of Schedule 8;

Owned Company Intellectual Property means all Intellectual Property Rights owned (whether solely or jointly with others) by any member of the Target Group;

Pass-Back Amount means an amount payable pursuant to clauses 10.4 and 10.5;

Patents means (a) all patents and patent applications (provisional and non-provisional) anywhere in the world, including PCT applications, (b) all divisionals, continuations, continuations in-part thereof, or any other patent application claiming priority, or entitled to claim priority, directly or indirectly to (i) any such patents or patent applications or (ii) any patent or patent application from which such patents or patent applications claim, or are entitled to claim, direct or indirect priority, and (c) all patents issuing on any of the foregoing anywhere in the world (including from PCT applications), together with all registrations, reissues, re-examinations, patents of addition, utility models or designs, renewals, substitutions, revisions, provisionals, supplemental protection certificates, inventors' certificates and all disclosures, or extensions (including patent term extensions) of any of the foregoing and counterparts thereof anywhere in the world;

Person means any individual, a limited liability company, a joint venture, a corporation, a company, a partnership, an association, a business trust, a trust, a Governmental Entity or any other entity or organization;

Phase 1 Investigation means an investigation by the CMA to enable it to determine whether to make a reference under Section 33 of the Enterprise Act 2002;

Pipeline Milestone Assets means each of the compounds known as: (i) [***]; (ii) [***] and (iii) [***] and **Pipeline Milestone Asset** means any of those;

Pipeline Milestone Product means any product containing as an Active Component a Pipeline Milestone Asset;

Pipeline Products means the products and product candidates being or to be Commercialised and researched and developed by the Target Group Companies other than NeuraCeq, including the Pipeline Milestone Assets and any Pipeline Milestone Product, and **Pipeline Product** means any one of those;

[***];

[***] SPA means the share purchase agreement relating to the sale and purchase of the entire issued share capital of [***], dated [***] and originally entered into between [***], as amended, restated, supplemented or novated from time to time;

[***];

Pre-Completion Estimate has the meaning given in clause 3.2;

Products means NeuraCeq and the Pipeline Products, and **Product** means any of those;

Properties means the properties set out in Schedule 3, and **Property** means any of them;

Purchaser Default has the meaning given in clause 8.4;

Purchaser Tax Assessment means:

(f) a Clause 17.1(a) Assessment; or

(g) a Clause 17.1(b) Assessment where the amount initially assessed by the Tax Authority is (i) not specified or (ii) is specified in an amount (when aggregated with any Clause 17.1(a) Assessment Amount, and together with any incurred costs and expenses for which the Seller is liable under subclause 17.1(c)) that exceeds USD 10,000,000, provided that if at any time the amount claimed by the Tax Authority is specified in an amount which, when aggregated with any Clause 17.1(a) Assessment Amount is equal to or less than USD 10,000,000 (together with any incurred costs and expenses for which the Seller is liable under subclause 17.1(c)), the Clause 17.1(b) Assessment shall cease to be a Purchaser Tax Assessment;

Purchaser Territory means worldwide excluding [***];

Purchaser's Group means the Purchaser and all its subsidiaries, all companies of which the Purchaser is a subsidiary and all subsidiaries of such companies from time to time, including (after Completion) each Target Group Company, and **member of the Purchaser's Group** shall be construed accordingly;

Purchaser's Lawyers means Covington & Burling LLP of 22 Bishopsgate, London, EC2N 4BQ;

Purchaser's Relief means:

(a) a Relief arising to any member of the Purchaser's Group at any time (excluding any Target Group Company); and/or

(b) a Relief arising to a Target Group Company in respect of a period falling on or after Completion (other than a Relief arising as a result of an Event or Events which took place wholly before Completion);

Registered Company Intellectual Property means all Company Intellectual Property that is the subject of an application, certificate, filing, registration, or other document issued by, filed with, or

recorded by, any Governmental Entity in any jurisdiction, and all internet domain name registrations, websites and social media handles;

Regulatory Approval means, with respect to a Product in a country, any and all approvals (including Marketing Authorisations), licences, registrations, authorisations, or exemptions from any such approvals, licences, registrations, or authorisations, of any Governmental Entity necessary to Commercialise, distribute or market such Product in such country;

Regulatory Clearances has the meaning given in subclause 5.1(a);

Regulatory Condition has the meaning given in subclause 5.1(a);

Related Party Arrangements means any agreement between a Target Group Company and any member of the Seller's Group, and **Related Party Arrangement** shall mean any one of them;

Relevant Date means the date which is 24 months prior to the date of this agreement;

Relevant Regulatory Matter has the meaning given in subclause 5.11(e);

Relevant Share Plans means the CIP, the LTIP and the SIP;

Relief means any loss, allowance, credit, relief, deduction or set-off in respect of, or taken into account, or capable of being taken into account, in the calculation of a liability to, Tax or any right to a repayment of Tax;

(c) **Reporting Dates** means, in respect of any written report to be delivered pursuant to subclause 4.12(a) in a calendar:

(a) in respect of the first report in such calendar year, within 30 Business Days of 31 March; and

(b) in respect of the second report in such calendar year, within 30 Business Days of 30 September;

Representatives has the meaning given in clause 5.4;

Required Regulatory Authorities means:

(a) Antitrust Division of the U.S. Department of Justice and U.S. Federal Trade Commission; and

(b) Germany's Federal Ministry of Economic Affairs and Climate Action (BMWK); and

(c) United Kingdom's Competition and Markets Authority;

Restricted Information has the meaning given in clause 5.11;

Restricted Person means a person or entity that is:

(a) listed or referred to on, or owned or controlled by a person or entity listed or referred to on, or acting on behalf of a person or entity listed or referred to on, any Sanctions List (as the terms "owned", "controlled" and "acting on behalf or at the direction of" are defined in the relevant Sanctions and/or any associated guidance on the same produced by any relevant Sanctions Authority from time to time);

(b) resident in, ordinarily located in, incorporated under the laws of, or acting on behalf of a person or entity located in or organised under the laws of any Sanctioned Country; or

(c) otherwise an expressly designated target of Sanctions;

Retirement Benefit means any benefit payable under a pension scheme or arrangement by reference to reaching, or expecting to reach, retirement or a particular age or payable by reason of incapacity or death;

RM2 License means the sublicense, development and collaboration agreement with effective date 20 June 2024 entered into between Lantheus One, LLC, Lantheus Holdings, Inc. (each of which are members of the Purchaser's Group) and the Company;

Sale Shares means the entire issued share capital of the Company on Completion;

Sales Revenue Milestone Payment has the meaning given in clause 4.4;

Sanctioned Country means any country or territory that is the target of any comprehensive country- or territory-wide Sanctions (being, as at the date of this agreement, the territories of Crimea, Donetsk and Luhansk, and the countries of Cuba, Iran, North Korea and Syria);

Sanctions means the economic, financial and trade embargoes, sanctions laws, regulations, rules and/or restrictive measures, and export controls, administered, enacted or enforced by a Sanctions Authority from time to time;

Sanctions Authority means:

(a) the United Nations Security Council;

(b) any United Nations Security Council Sanctions Committee;

(c) the U.S. Department of the Treasury (including its Office of Foreign Assets Control);

(d) the U.S. Department of State;

(e) any other U.S. Government Entity;

(f) the European Union;

(g) any Member State of the European Union;

(h) the United Kingdom; and/or

(i) any other government, public or regulatory authority or body of the aforementioned (including HM Treasury);

Sanctions List means the "Specially Designated Nationals and Blocked Persons" list maintained by the Office of Foreign Assets Control of the U.S. Department of the Treasury, the Consolidated List of Persons, Groups and Entities subject to EU Financial Sanctions maintained by the European Commission, the United Kingdom Consolidated List of Financial Sanctions Targets, or any other list maintained by, or public announcement of Sanctions designation made by, any Sanctions Authority;

Schemes means the Retirement Benefit arrangements provided in folder "Eagle_Cleanroom\05_Personnel_and_Benefits\Compensation & Benefits\" of the Data Room;

Seller Default has the meaning given in clause 8.4;

Seller Share Award means any securities-based incentive granted before Completion to any current or former Employee, director, officer or consultant of any Target Group Company under the Share Plans;

Seller Tax Assessment means a Clause 17.1(b) Assessment other than a Purchaser Tax Assessment.

Seller's Fundamental Warranties means the statements set out in Part 1 of Schedule 4;

Seller's Group means the Seller, all companies of which the Seller is a subsidiary and all subsidiaries of such companies from time to time, save that the Seller's Group shall: (a) other than for the purposes of clause 11.4, exclude each Target Group Company (both before and after Completion); and (b) for the purposes of clause 11.4 include each Target Group Company before (but not after) Completion, and **member of the Seller's Group** shall be construed accordingly;

Seller's Group Trade Marks means the names "Life Healthcare" and "Life Molecular Imaging", together with: (a) all trade marks comprising such names; and (b) all logos relating to those names and/or trade marks, in each case, whether registered or unregistered;

Seller's Insurance Policies has the meaning given in clause 10.6;

Seller's Lawyers means Allen Overy Shearman Sterling LLP of One Bishops Square, London E1 6AD;

Seller's Warranties means the statements set out in Schedule 4;

Senior Employee means an employee of a Target Group Company who is an international executive, regional managing director or regional finance lead or who otherwise has an annual base salary of USD150,000 per year (or its equivalent in any other currency) or more;

Share Award means any subsisting securities-based incentive (including any award of a SIP Deferred Payment Amount) and any subsisting SIP Cash Payment Amount, in each case, granted before Completion to any current or former Employee, director, officer or consultant of any Target Group Company under the Relevant Share Plans;

Share Plans means the Relevant Share Plans, and any other securities-based incentive plan operated by the Seller (or, to the extent operated prior to Completion, any Target Group Company) in which any current or former or prospective Employee, director, officer or consultant of any Target Group Company participates or has any entitlement to and any share option plans, restricted share plans, deferred bonus plans, savings or investment plans, phantom plans and any ad hoc or individual arrangements, including in each case any such plan or arrangement which is proposed to be introduced;

Signing Disclosure Letter means the letter of the same date as this agreement, written and delivered by or on behalf of the Seller to the Purchaser immediately before the signing of this agreement disclosing information constituting exceptions to the Seller's Warranties (other than the Seller's Fundamental Warranties);

SIP means the Life Healthcare 2023 Single Incentive Plan;

SIP Cash Payment Amount has the meaning given to the term "Cash Payment Amount" under the SIP Rules;

SIP Deferred Payment Amount has the meaning given to the term "Deferred Payment Amount" under the SIP Rules;

SIP Rules means the plan rules applicable to the SIP as set out in folder "*Eagle_Cleanroom/05_Personnel_and_Benefits/Compensation & Benefits/Benefit & Bonus Mgmt/SIP*" of the Data Room;

Specific Indemnity Claim means a claim under clause 17 of this agreement;

Specific Tax Assessment means any assessment, notice, demand, letter or other document issued by or action taken by or on behalf of any Tax Authority, or any self-assessment, that in each case relates to a matter falling within subclause 17.1(a) or (b) and including the Intangibles Dispute;

State Pension Scheme means all state pension, health and other social security arrangements to which any Target Group Company is required to contribute;

Subsidiaries means the Company's subsidiaries listed in Part 2 of Schedule 1;

Superior Proposal means a *bona fide* unsolicited written Acquisition Proposal, made after the date of this agreement that:

(j) if consummated, would result in any person or group (other than the Purchaser or its Affiliates) becoming the beneficial owner, directly or indirectly, of more than 50% of the consolidated assets of the Target Group or more than 50% of the total voting power of the equity securities of the Company; and

(k) the directors of Life Healthcare Group Holdings determine in good faith, after consultation with its independent financial advisor and outside legal counsel:

(i) if consummated, would result in a transaction more favorable from a financial point of view (after taking into account all relevant factors that the directors of Life Healthcare Group Holdings consider to be appropriate, including any break-up fees, expense reimbursement provisions, conditions to consummation and the time likely to be required to consummate such Acquisition Proposal) to Life Healthcare Group Holdings and/or its shareholders than the transactions contemplated by this agreement (including any revisions to the terms of this agreement proposed by the Purchaser pursuant to clause 5.9); and

(ii) is reasonably capable of being consummated on the terms proposed taking into account all relevant factors that the directors of Life Healthcare Group Holdings consider to be appropriate including any legal, financial, regulatory and shareholder approval requirements, the sources, availability and terms and conditionality of any financing, the timing to completion and the identity of the person or persons making the Acquisition Proposal;

Surviving Clauses means subclause 5.15(c), and clauses 1, 5.24, 5.25, 6, 11.4, 11.6 to 11.9 and 20 to 33, and **Surviving Clause** means any one of them;

Systems means all the software, hardware, network and telecommunications equipment, internet-related information technology and related services that are material to the Target Group in connection with the operation of its business, as conducted on the date of this agreement;

Target Group means the Target Group Companies taken as a whole;

Target Group Companies means the Company and its subsidiaries (including the entities set out in Part 2 of Schedule 1), and **Target Group Company** means any of them;

Target Group Insurance Policies has the meaning given in clause 10.6;

Target Working Capital means [***];

Tax, Taxes or **Taxation** means:

(a) any tax or duty, or any levy, impost, charge or withholding of any country or jurisdiction having the character of taxation, wherever chargeable, imposed for support of national, state, federal, cantonal, municipal or local government or any other governmental or regulatory authority, body or instrumentality, including tax on gross or net income, profits or gains, taxes on receipts, sales, use, occupation, franchise, transfer, value added and personal property and social security taxes; and

(b) any penalty, fine, surcharge, interest, charges or additions to taxation payable in relation to any taxation within paragraph (a) above;

Tax Authority means any taxing or other authority competent to impose, administer or collect any Taxation, acting in its capacity as such;

Tax Covenant means the tax covenant set out in paragraph 1 of Schedule 6;

Tax Covenant Claim means any claim under the Tax Covenant or any other claim made under Schedule 6;

Tax Warranties means the Seller's Warranties contained in paragraphs 23 to 27 of Part 2 of Schedule 4 (so far as the same relate to Tax);

Territory or **Territories** means all countries worldwide;

Third Party means any person other than the Seller, the Purchaser and their respective Affiliates and permitted successors and assigns;

Trade Debts means amounts owing in the ordinary course of trading as a result of goods or services supplied by a Target Group Company to a member of the Seller's Group or vice versa;

Trademarks means trademarks, service marks, trade dress, trade names, logos, slogans, words, names, symbols, designs, corporate names, doing business designations, and all other indicia of origin, quality or source, and all registrations, applications for registration and renewals of the foregoing anywhere in the world, and all goodwill associated with the foregoing;

Transaction has the meaning given in recital (B);

Transaction Costs means any professional fees, costs or expenses relating to or arising from the Transaction which are to be paid or have been agreed to be paid or incurred (and for clarity which in any such case have not been paid) or which are owing by a Target Group Company (including any amount in respect of Irrecoverable VAT payable on such Transaction Costs) at the Effective Time;

Transaction Documents means this agreement, the Signing Disclosure Letter, the Completion Disclosure Letter, the Confidentiality Agreement, each of the documents in the Agreed Form and any other document entered into or to be entered into pursuant to this agreement (including for the avoidance of doubt any Licence and Commercial Agreement(s), TSA(s) or agreement(s) entered into pursuant to Schedule 11 to deliver the net economic benefit of the RM2 License to the Seller's Group, if and when executed by the parties thereto);

Transferee means with respect to any Milestone Product, any of the Purchaser's, any Target Group Company's or any of their respective Affiliates' (direct or indirect) transferees or assignees, or any other Third Party (direct or indirect) recipient: (a) of rights in or to any Intellectual Property Rights

(including, for the avoidance of doubt, any such transferee or assignee who acquired rights in any such Intellectual Property Rights by way of (direct or indirect) acquisition of the share capital of any of the Target Group Companies or transfer by any other means including by way of a merger, consolidation or asset sale), in each case, that are owned by or licensed to any Target Group Company as of Completion covering or claiming such Milestone Product or used in the Development or Commercialisation of such Milestone Product; and (b) who have the right to Develop, seek Marketing Authorisation and/or Commercialise NeuraCeq or such Pipeline Milestone Product (as applicable), excluding any Licensee. Notwithstanding anything to the contrary in the foregoing: (1) contract research organizations, contract manufacturers and other Third Party service providers who Develop or Commercialize the applicable Milestone Product on behalf of the Purchaser, any of its Affiliates, Licensees or Transferees, and any distributors of the Purchaser or any of its Affiliates or a Licensee or Transferee, in each case, shall not be deemed a "Transferee" and (2) "Transferee" shall exclude any member of the Seller's Group following Completion and any other (sub)licensees of any member of the Seller's Group under the Licence and Commercial Agreement(s);
TSA has the meaning given in clause 7.7;

Unconditional Date means the date on which written notice is given pursuant to clause 4 that the final remaining Condition has been satisfied (in accordance with clauses 5.19 or 5.20) or has otherwise been waived in accordance with the terms of this agreement;

U.S. Benefit Plan means any material pension, profit sharing, 401(k) retirement, employee stock ownership, deferred compensation, stock purchase, stock option or other equity-based compensation plan, incentive, bonus, vacation, employment, independent contractor, consulting, change in control, severance, indemnification, loan, disability, hospitalization, sickness, death, medical insurance, dental insurance, life insurance and any other employee or fringe benefit plan, agreement, program, policy, trust, fund, contract or arrangement (a) maintained, contributed to or required to be contributed to by the U.S. Subsidiary or under which the U.S. Subsidiary has or could have any liability or (b) (i) maintained, contributed to or required to be contributed to by any ERISA Affiliate or under which any ERISA Affiliate has or could have any liability and (ii) in which any USA citizen or resident is eligible to participate (in each case, whether or not an "employee benefit plan" within the meaning of Section 3(3) of ERISA);

U.S. Consultant means a nonemployee service provider who is (or at the relevant time was or will be):

(c) engaged by the U.S. Subsidiary; or

(d) engaged by a Target Group Company other than the U.S. Subsidiary and provides (or at the relevant time provided or will provide) services in the USA;

U.S. Employee means an individual who is (or at the relevant time was or will be):

(e) an employee of the U.S. Subsidiary; or

(f) an employee of a Target Group Company other than the U.S. Subsidiary who either (1) resides (or at the relevant time resided or will reside) or works in the USA or (2) is (or at the relevant time was or will be) a USA citizen or permanent resident;

U.S. GAAP means United States generally accepted accounting principles as in effect from time to time;

U.S. Subsidiary means Life Molecular Imaging Inc.;

USA means the United States of America, including all 50 states, the District of Columbia and all United States territories (including American Samoa, the Commonwealth of the Northern Mariana Islands, Guam, the Commonwealth of Puerto Rico, and the U.S. Virgin Islands);

VAT means: (a) within the UK, any value added tax imposed by the VAT Act 1994; (b) within the European Union, such taxation as may be levied in accordance with (but subject to derogations from) EU Directive 2006/112/EC; and (c) outside the UK and the European Union, any similar taxation levied by reference to added value or sales;

VCP means the Life Molecular Imaging variable compensation plan applicable to certain employees of the Target Group, adopted by the Target Group Companies effective 1 October 2024; the terms of which are provided in the Data Room in folder "*Eagle_Cleanroom/05_Personnel_and_Benefits/Compensation & Benefits/Bonus Schemes Employees & Sales*";

WARN Act means the U.S. Worker Adjustment and Retraining Notification Act and any similar state or local Applicable Law:

Warranty Claim means a claim by the Purchaser (or, if applicable and subject to clause 23, its assigns) pursuant to this agreement the basis of which is that one or more of the Seller's Warranties is, or is alleged to be, untrue or inaccurate;

Working Capital means the aggregate working capital of the Target Group Companies as at the Effective Time or, in the case of Estimated Working Capital, at the Calculation Date, being as of any date of determination, an amount equal to: (a) the sum of current assets including Trade Debts owing to a Target Group Company, net accounts receivable, inventory, and prepaid expenses (excluding any deferred income tax assets, any amount included in Cash, any Intra-Group Receivable); minus (b) the sum of current liabilities including Trade Debts owing to any member of the Seller's Group, including accounts payable and accrued expenses (but excluding any deferred income tax liabilities), in each case calculated in accordance with and including (or excluding as the case may be) those items required to be included in (or excluded from, as the case may be) Working Capital in accordance with the requirements of Schedule 8 (including by reference to the line items set out in Part 3 of Schedule 8), excluding, for the avoidance of doubt, any item or amount to the extent that it is taken into account in calculating Net Debt and, where applicable, converted into USD at the Exchange Rate;

Working Capital Adjustment has the meaning given in clause 3.5;

W&I Insurance Policy means the warranty and indemnity insurance policy entered into between the Purchaser and the W&I Insurer in relation to this agreement;

W&I Insurance Policy Premium means the premium and any other amounts required to be paid by the Purchaser on or prior to the Completion Date under or in connection with the W&I Insurance Policy; and

W&I Insurer means RiskPoint Solutions Limited of 20 St Dunstan's Hill, London, United Kingdom, acting as underwriting agent on behalf of the insurers named in the W&I Insurance Policy.

1.2 In this agreement, unless the contrary intention appears, a reference to a clause, subclause or Schedule is a reference to a clause, subclause or schedule of or to this agreement. The Schedules form part of this agreement.

1.3 The headings in this agreement do not affect its interpretation.

1.4 Where any statement in Schedule 4, the Signing Disclosure Letter or the Completion Disclosure Letter is qualified by the expression 'so far as the Seller is aware' or 'to the best of the Seller's knowledge,

information and belief" or any similar expression, that statement shall be deemed to refer to the actual knowledge of Ludger Dinkelborg and Michel Jongens which for these purposes shall be deemed to include all knowledge, information and belief that each such individual would reasonably be expected to have had if, immediately before giving such warranty, they had made due and reasonable enquiries of the following (but no other) individuals: Mathias Berndt, Nico Beukman, Donna Felker, Jeanette Heldmann-Brill, Norman Koglin, Daniela Menzel, Colleen Ruby, Nitin Somani, and Andrew Stephens.

1.5 Any reference in this agreement to the Purchaser's awareness or the awareness of the Purchaser shall be deemed to be a reference to the actual awareness of Brian Markison, Edwin Mejia, Andrea Sabens, Samuel Hutchinson, Dustin Hawks, and Lee Ann Howe.

1.6 In this agreement any reference, express or implied, to an enactment (which includes any legislation in any jurisdiction) includes:

(a) that enactment as amended, extended or applied by or under any other enactment (before or after signature of this agreement);

(b) any enactment which that enactment re-enacts (with or without modification); and

(c) any subordinate legislation made (before or after signature of this agreement) under that enactment, including (where applicable) that enactment as amended, extended or applied as described in subparagraph (a) above, or under any enactment which it re-enacts as described in subparagraph (b) above which is in force as at the date of this agreement,

except to the extent that:

(i) the contrary intention appears; or

(ii) any legislation or subordinate legislation made or enacted after the date of this agreement would create or increase the liability of any party under this agreement.

1.7 In this agreement:

(a) words denoting persons include individuals, bodies corporate and unincorporated associations of persons (whether or not having a separate legal personality);

(b) references to a company include any company, corporation or body corporate, wherever incorporated;

(c) references to an individual or a natural person include his estate and personal representatives;

(d) subject to clause 24, references to a party to this agreement include the successors or assigns (immediate or otherwise) of that party;

(e) the words **including** and **include** shall mean including without limitation and include without limitation, respectively;

(f) the phrases **to the extent** and **to the extent that** are used to indicate an element of degree and are not synonymous with the word "if";

(g) any reference importing a gender includes the other genders;

(h) any reference to a time of day is to London time (save as otherwise expressly provided for);

(i) any reference to a document is to that document as amended, varied or novated from time to time otherwise than in breach of this agreement or that document;

(j) references to any English legal term shall, in respect of any jurisdiction other than England, be construed as references to the term or concept which most nearly corresponds to it in that jurisdiction;

(k) any reference to a meeting includes a meeting held virtually by electronic means;

(l) any references to **£, GBP or Pounds** are references to the lawful currency from time to time of the United Kingdom.

(m) any references to **R, ZAR or rand** are references to the lawful currency from time to time of the Republic of South Africa;

(n) any references to **US$**, **USD** or **Dollar** are references to the lawful currency from time to time of the United States of America;

(o) references to "**greater**" shall be construed so that, for example, 10 represents a greater amount than 5, and -5 represents a greater amount than -10; and

(p) references to "**less**" shall be construed so that, for example, 5 represents a lesser amount than 10, and -10 represents a lesser amount than -5.

1.8 For the purposes of this agreement, a company is a **subsidiary** of another company, its **holding company**, if that other company:

(a) holds a majority of the voting rights in it; or

(b) has the right, either alone or pursuant to an agreement with other shareholders or members, to appoint or remove a majority of its management board or its supervisory board (if any); or

(c) is a shareholder or member of it and controls alone or together with other persons, pursuant to an agreement with other shareholders or members, a majority of the voting rights in it,

or if it is a subsidiary of a company which is itself, directly or indirectly, a subsidiary of that other company.

1.9 For the purposes of this agreement, a company is a **wholly-owned subsidiary** of another company if it has no members except that other and that other's wholly-owned subsidiaries or persons acting on behalf of that other or its wholly-owned subsidiaries.

1.10 For the purposes of this agreement, an **undertaking** means a body corporate or partnership or an unincorporated association carrying on a trade or business with or without a view to profit.

1.11 Unless otherwise specifically envisaged in this agreement, if any amount denominated in any currency is subject to conversion for the purposes of this agreement (either for payment or for calculation) into another currency, such conversion shall be carried out at the Exchange Rate.

1.12 If there is any conflict or inconsistency between a term in the body of this agreement and a term in any of the Schedules or any other document referred to or otherwise incorporated into this agreement, the term in the body of this agreement shall take precedence, unless the relevant Schedule or other document which is referred to or otherwise incorporated into this agreement expressly provides that the term in it is to take precedence over the term in the body of this agreement.

1.13 The *eiusdem generis* rule does not apply to this agreement. Accordingly, specific words indicating a type, class or category of thing shall not restrict the meaning of general words following such specific words, such as general words introduced by the word **other** or a similar expression. Similarly, general words followed by specific words shall not be restricted in meaning to the type, class or category of thing indicated by such specific words.

1.14 The parties have participated jointly in the negotiation and drafting of this agreement. In the event that an ambiguity or question of intent or interpretation arises, this agreement shall be construed as if drafted jointly by the parties and no presumption or burden of proof shall arise favouring or disfavouring any party by virtue of the authorship of any provisions of this agreement.

2. SALE AND PURCHASE OF THE SALE SHARES

2.1 Subject to the Conditions being satisfied or waived in accordance with this agreement, on Completion the Seller shall sell, and the Purchaser shall purchase, the Sale Shares with full title guarantee free from Encumbrances and together with all rights attaching to them at Completion, including the right to receive all distributions and dividends declared, paid, made or accruing after Completion.

2.2 The Seller waives all rights (including any rights of pre-emption) which it may have (whether under the Company's constitutional documents or otherwise) in respect of the transfer to the Purchaser of the Sale Shares or any of them.

2.3 The consideration payable by the Purchaser to the Seller for the transfer of the Sale Shares under this agreement shall be the Consideration which shall be satisfied by the payment by the Purchaser to the Seller of the Initial Consideration in accordance with clause 3.1, any NeuraCeq Earn-Out Payment(s) which become payable in accordance with clause 4.1 and any Sales Revenue Milestone Payment(s) which become payable in accordance with clause 4.4.

3. INITIAL CONSIDERATION

3.1 At Completion, the Purchaser shall pay to the Seller, on account of the Initial Consideration, the Estimated Consideration.

3.2 For the purposes of determining the Estimated Consideration payable on Completion, the Seller shall, no later than four Business Days before the Completion Date, provide to the Purchaser a statement (the **Pre-Completion Estimate**) setting out:

(a) the Estimated Net Debt;

(b) the Estimated Working Capital;

(c) the Estimated Consideration;

(d) the Estimated Intra-Group Payables; and

(e) the Estimated Intra-Group Receivables,

and all such estimates shall be made in good faith, calculated on a basis consistent with Schedule 8 and accompanied by reasonable supporting materials. The Seller shall take good faith account of any comments made by the Purchaser in respect of the Pre-Completion Estimate and deliver the amended Pre-Completion Estimate to the Purchaser no later than two Business Days prior to Completion.

3.3 After Completion, the Completion Balance Sheet and the Completion Statement will be prepared and agreed and/or determined (as applicable) in accordance with Schedule 8.

3.4 If the Actual Net Debt:

(a) is greater than the Estimated Net Debt, the Estimated Consideration shall be reduced by the amount by which the Actual Net Debt is greater than the Estimated Net Debt (and shall be expressed as a negative number); or

(b) is less than the Estimated Net Debt, the Estimated Consideration shall be increased by the amount by which the Actual Net Debt is less than the Estimated Net Debt (and shall be expressed as a positive number),

(the **Net Debt Adjustment**).

3.5 If the Actual Working Capital:

(a) is greater than the Estimated Working Capital, the Estimated Consideration shall be increased by the amount by which the Actual Working Capital is greater than the Estimated Working Capital (and shall be expressed as a positive number); or

(b) is less than the Estimated Working Capital, the Estimated Consideration shall be reduced by the amount by which the Actual Working Capital is less than the Estimated Working Capital (and shall be expressed as a negative number),

(the **Working Capital Adjustment**).

3.6 The amounts of the Net Debt Adjustment and the Working Capital Adjustment shall be added together to comprise one aggregate amount (the **Adjustment Amount**).

3.7 If the Adjustment Amount:

(a) is a positive number, the Purchaser shall, on account of the Initial Consideration, make a payment to the Seller of a sum equal to the Adjustment Amount;

(b) is a negative number, the Seller shall, on account of the Initial Consideration, make a payment to the Purchaser of a sum equal to the Adjustment Amount; or

(c) is zero, no payment shall be owed by the Purchaser to the Seller or by the Seller to the Purchaser.

3.8 Any payment required under clause 3.7 shall be made within five Business Days following the day on which the Completion Statement is agreed and/or determined (as applicable) in accordance with Schedule 8.

3.9 If Completion is deferred beyond the intended Completion Date in accordance with clause 8.5 and a Pre-Completion Estimate has been delivered to the Purchaser prior to such deferral occurring, the Seller may deliver a revised Pre-Completion Estimate to the Purchaser no later than five Business Days before the proposed Completion Date, as so deferred, and the Pre-Completion Estimate previously submitted shall cease to apply for all purposes.

4. ADDITIONAL CONSIDERATION

NeuraCeq Earn-Out

4.1 Provided that Completion has occurred and subject to clause 4.2, for each calendar year from [***] (inclusive) to [***] (inclusive) (each such calendar year, an **Earn-Out Payment Year**) the Purchaser shall pay to the Seller in accordance with clause 4.3 an amount in cash equal to [***] per cent. of that portion of Net Sales of NeuraCeq achieved in such Earn-Out Payment Year in the USA that exceeds [***] (each payment to the Seller, a **NeuraCeq Earn-Out Payment**).

4.2 The total aggregate amount of NeuraCeq Earn-Out Payments payable by the Purchaser to the Seller in accordance with clause 4.1 shall not exceed [***]. For the avoidance of doubt, NeuraCeq Earn-Out Payments shall not be payable with respect to Net Sales in any calendar year other than an Earn-Out Payment Year.

4.3 The Seller shall issue an invoice to the Purchaser for any Neuraceq Earn-Out Payment payable pursuant to clause 4.1 within twenty Business Days after the Seller's receipt of the written report pursuant to clause 4.9 (where applicable as updated to include any Delayed Information) with respect to the applicable Earn-Out Payment Year. The Purchaser shall pay to the Seller any NeuraCeq Earn-Out Payment payable pursuant to clause 4.1 (as set out in the relevant invoice from the Seller) within forty-five Business Days following the Purchaser's receipt of that invoice.

Sales Revenue Milestones

4.4 Provided that Completion has occurred, the Purchaser shall pay to the Seller in accordance with clause 4.6 the following non-refundable, one-time milestone payments upon, in each case, the first achievement of the corresponding milestone (as indicated in the column headed "Sales Revenue Milestone") in the applicable territory or territories (as indicated in the column headed "Territories") in the applicable period (as indicated in the column headed "Applicable Period", such period, the applicable **Milestone Payment Period**) (each such milestone a **Sales Revenue Milestone** and each such milestone payment, a **Sales Revenue Milestone Payment**), and in each case, as set out in the table below:

Applicable Period	**Sales Revenue Milestone**	**Territories**	**Sales Revenue Milestone Payment**
[***]	[***]	[***]	[***]
[***]	[***]	[***]	[***]

4.5 For the avoidance of doubt:

(a) each of the above Sales Revenue Milestone Payments will only be paid once, regardless of the number of calendar years in the applicable Milestone Payment Period in which the relevant Sales Revenue Milestone is achieved. Accordingly, the maximum amount of Sales Revenue Milestone Payments payable under this Agreement is [***];

(b) more than one Sales Revenue Milestone may be achieved in a single calendar year;

(c) Sales Revenue Milestone Payments shall not be payable for any Sales Revenue Milestone that is first achieved following the expiry of the applicable Milestone Payment Period; and

(d) any amounts paid or payable by the Purchaser to the Seller in respect of any NeuraCeq Earn-Out Payment in accordance with clause 4.1 shall not be deducted or in any other way discounted from (i) the calculation of Net Sales of NeuraCeq for the purposes of assessing whether any Sales Revenue Milestone has been achieved or (ii) the corresponding Sales Revenue Milestone Payment.

4.6 The Seller shall issue an invoice to the Purchaser for any Sales Revenue Milestone Payment payable pursuant to clause 4.4 within twenty Business Days after the Seller's receipt of the applicable written report pursuant to subclause 4.12(b) where applicable as updated to include any Delayed Information) indicating that such Sales Revenue Milestone Payment is payable. The Purchaser shall pay to the Seller any Sales Revenue Milestone Payment payable pursuant to clause 4.4 (as set out in the relevant invoice from the Seller) within forty-five Business Days following the date of the Purchaser's receipt of that invoice.

Diligence obligations, record keeping and governance

4.7 Until:

(a) the later of: (I) [***]; and (II) the date that is the earlier of: (x) [***]; and (y) [***] (the **NeuraCeq Diligence End Date**), the Purchaser shall:

(i) by itself and/or by procuring its Affiliates and/or Third Parties (including any Transferees or Licensees) to, use Commercially Reasonable Efforts to:

(A) Commercialise NeuraCeq in the United States, [***]; and

(B) Develop and, where applicable, seek Regulatory Approval for, NeuraCeq in at least one indication for each of [***], and, following such Regulatory Approval in such country, Commercialize NeuraCeq in such country; and

(ii) promptly notify the Seller in writing of any Divestiture of NeuraCeq to any Licensee or Transferee during such period, such notification to include, subject to any confidentiality restrictions, reasonable details of the relevant Divestiture transaction (including the name of the Third Party and the relevant country or countries);

(b) the date that is the earlier of: (I) [***] in accordance with this clause 4; and (II) [***] (the **Pipeline Diligence End Date**), the Purchaser shall:

(i) by itself and/or by procuring its Affiliates and/or Third Parties (including any Transferees or Licensees) to, use Commercially Reasonable Efforts to, on a Pipeline Milestone Asset-by-Pipeline Milestone Asset basis:

(A) Develop and, where applicable, seek Regulatory Approval for, one Pipeline Milestone Product for such Pipeline Milestone Asset in at least one indication for [***], and following such Regulatory Approval for such Pipeline Milestone Product in [***], Commercialize such Pipeline Milestone Product in [***]; and

(B) in the event that Regulatory Approval is granted in the United States in respect of any Pipeline Milestone Product for such Pipeline Milestone Asset, Develop and seek Regulatory Approval for such Pipeline Milestone Product in at least one indication for each of [***], and, following Regulatory Approval for such Pipeline Milestone Product in any such country, Commercialize such Pipeline Milestone Asset in such country; and

(ii) promptly after the relevant Divestiture notify the Seller in writing of any Divestiture of any Pipeline Milestone Asset to any Transferee or Licensee during such period, such notification to include reasonable details of the relevant Divestiture transaction (including the name of the Third Party, the applicable Pipeline Milestone Asset(s) and the relevant country or countries).

4.8 For the avoidance of doubt, notwithstanding any Divestiture to Licensees or Assignees with respect to NeuraCeq or any Pipeline Milestone Asset, the Purchaser shall remain responsible for its obligations under clause 4.7, unless otherwise agreed by the Seller or if the applicable obligation has been novated to the applicable Licensee or Assignee (on terms reasonably acceptable to the Seller) such that it owes such obligation directly to the Seller.

4.9 On a Milestone Asset-by-Milestone Asset and CRE Territory-by-CRE Territory basis, if the Purchaser has in the reasonable opinion of the Seller materially breached its obligations in subclause 4.7(a)(i) or subclause 4.7(b)(i) to progress the Development of, or seek Regulatory Approval for, a Milestone Product with respect to such Milestone Asset in a CRE Territory or the Commercialisation of a Milestone Product in a CRE Territory on or before the applicable Anniversary Date, and the Seller reasonably considers that such material breach constitutes a failure to use Commercially Reasonable Efforts with respect to such Milestone Product under subclause 4.7(a)(i) or subclause 4.7(b)(i) during the [***]-period commencing on the applicable Anniversary Date (as defined below) relating to the relevant Milestone Asset, the Seller may serve a written notice on the Purchaser (**CRE Default Notice**), and any such CRE Default Notice shall include reasonable details of the relevant material breach to the extent known by the Seller, identifying (i) the activity to which such breach relates (i.e. Development, Commercialisation or the seeking of Regulatory Approval); (ii) the relevant Milestone Asset(s) to which the relevant breach applies; and (iii) the relevant CRE Territor(y)(ies) to which such breach by Purchaser relates. For the purposes of this clause 4.9, **Anniversary Date** means:

(a) with respect to NeuraCeq, the [***] anniversary of Completion Date; and

(b) in the case of any Pipeline Milestone Asset, the later of:

(i) the [***] anniversary of the Completion Date in the case of obligations to seek Regulatory Approval for a Pipeline Milestone Asset in [***]; and

(ii) the [***] anniversary of Regulatory Approval for such Pipeline Milestone Asset in [***] (where such Regulatory Approval was obtained prior to the date in (i) above).

4.10 The Purchaser shall have a period of [***] following the receipt of such CRE Default Notice (the **CRE Cure Period**), whether by itself or through its Affiliates, Licensees or Transferees, to perform activities to progress the Development of or seeking Regulatory Approval for the relevant Milestone Asset or Milestone Product(s) for the relevant CRE Territor(y)(ies) and/or Commercialisation of the relevant Milestone Asset or Milestone Product(s) in the relevant CRE Territor(y)(ies) (as the case may be and as identified in the CRE Default Notice as the subject of the alleged failure to use Commercially Reasonable Efforts). If, on or prior to the expiry of the CRE Cure Period, the Purchaser has not (whether by itself or through any of its Affiliates, Licensees or Transferees) demonstrated to the Seller (acting reasonably) that it has cured the alleged material breach or otherwise has complied with its obligations in subclause 4.7(a)(i) or subclause 4.7(b)(i) in respect of the applicable Milestone Asset or Milestone Product and CRE Territory which was detailed in the applicable CRE Default Notice, then, if requested by the Seller during the period of [***] following such expiry, the Purchaser shall enter into good faith negotiations with the Seller for a period of [***] after such request (the **Negotiation Period**) to negotiate a licence agreement with respect to the grant of an exclusive, perpetual (subject to the termination provisions contained in the licence), non-transferable, royalty-bearing licence without the right to sublicense (other than to a wholly-owned subsidiary of the Seller), subject to any approvals or consents required under applicable law or contract, under the Owned Company Intellectual Property and Non-Owned Company Intellectual Property controlled by the Purchaser or the Purchaser's Group immediately after Completion that are reasonably necessary for the Development of, or seeking Regulatory Approval for the Milestone Products for the relevant Milestone Asset(s) in the relevant CRE Territor(y)(ies), or Commercialisation of the relevant Milestone Product(s) in the relevant CRE Territor(y)(ies) to perform such Development, seeking Regulatory Approval or Commercialisation activities (any such license agreement, a **Reversion Licence**).

4.11 The Reversion Licence shall be on terms and conditions customary for a licence of its nature and shall include diligence obligations that are no less stringent than those set out in clause 4.7 (as though the Seller were the Purchaser) with respect to the Development of or seeking Regulatory Approval for the relevant Milestone Asset(s) for the relevant CRE Territor(y)(ies) and Commercialisation of the relevant Milestone Asset(s) in the relevant CRE Territor(y)(ies), and shall provide that, among other terms to be agreed between the Purchaser and the Seller: (a) the Seller shall undertake such activities at its own cost, and that the Purchaser shall have consent rights over any matters relating to intellectual property, clinical trials, regulatory submissions for approval, and publications in all markets (which consent would not be unreasonably withheld, and, for clarity and without limitation, it would be considered reasonable for the Purchaser to withhold any such consent with respect to any such activity that would reasonably be expected to have an adverse effect on the Development of or seeking Regulatory Approval for, or Commercialisation, of any Milestone Asset(s) in the Purchaser Territory); (b) the Purchaser shall receive a royalty of [***] of net sales (to be defined in the Reversion Licence) of such Milestone Asset(s) in such CRE Territor(y)(ies); (c) the Seller shall be responsible for all costs incurred by the Purchaser or its Affiliates under license or other agreements with third parties with respect to the Owned Company Intellectual Property or Non-Owned Company Intellectual Property that are the subject of the Reversion Licence as a result of the exploitation of such Milestone Assets in such CRE Territor(y)(ies); and (d) the Purchaser shall provide the regulatory dossier for such Milestone Assets in such CRE Territor(y)(ies) and perform specified regulatory assistance activities up to a specified number of hours (each to be defined and agreed in the Reversion Licence). Without prejudice to any other right or remedy available to the Seller for any breach by the Purchaser of its obligations in subclause 4.7(a)(i) or subclause 4.7(b)(i) (including any breach to which the Negotiation Period and Reversion Licence negotiations related), if the Parties fail to enter into the Reversion Licence within the Negotiation Period, the Seller shall have no further rights to require a Reversion Licence with respect to the relevant Milestone Asset in the relevant CRE Territor(y)(ies). The entry into any Reversion Licence shall constitute the sole and exclusive remedy of the Seller with respect to any actual or alleged breach of subclause 4.7(a)(i) or subclause 4.7(b)(i) by the Purchaser relating to the relevant Milestone Asset in the relevant CRE Territor(y)(ies).

4.12 The Purchaser shall provide the Seller, for each calendar year within the Milestone Payment Period and prior to the later of the NeuraCeq Diligence End Date and the Pipeline Diligence End Date, with:

(a) a twice-yearly written report containing at least:

(i) for reports prepared before the NeuraCeq Diligence End Date, a summary of any developments in the previous 6 months which the Purchaser (acting reasonably) considers material with respect to the Development, Regulatory Approval and Commercialisation of NeuraCeq; and

(ii) for reports prepared before the Pipeline Diligence End Date, a summary of any developments in the previous 6 months which the Purchaser (acting reasonably) considers material with respect to the Development, Regulatory Approval and Commercialisation of Milestone Pipeline Assets;

each such report to be delivered no later than the applicable Reporting Date, together with the opportunity for Seller to participate in a one-hour teleconference with representatives of the Purchaser to discuss the relevant report, such teleconference to take place no later than 10 Business Days following the Reporting Date in respect of the report to which such teleconference relates; and

(b) with an annual written report containing at least the Net Sales Report Contents, the purpose of which is to provide the Seller with an update with respect to the Net Sales of NeuraCeq and the Pipeline Milestone Assets, such report to be delivered no later than end of the first calendar quarter of each year during the Milestone Payment Period,

(provided that, (A) the first calendar year shall be deemed to begin on the date of Completion and end on December 31st of the calendar year in which Completion occurs, and "annual" shall be construed accordingly; and (B) if the Completion Date falls after any Reporting Date, the Purchaser will not be under any obligation to provide the relevant semi-annual report ordinarily deliverable by such date pursuant to paragraph (a) above in respect of the relevant calendar year). In the event that the Purchaser has not received relevant information or data from third parties that is required to calculate or form a part of the Net Sales Report Contents, the Purchaser shall in any event deliver the written report to the Seller within the deadline set out in this clause 4.12, but may indicate that further information will be provided in due course (and an updated complete report provided) following receipt of such information from the relevant third party (the Delayed Information) and such delivery and confirmation shall not constitute a breach of this clause 4.12, provided that the Purchaser shall ensure that any Net Sales Report Contents that constitutes Delayed Information (and an updated complete report provided) is provided to the Seller: (x) in the case of any report provided pursuant to subclause 4.12(a), no later than twenty Business Days following the relevant Reporting Date; and (y) in the case of any report provided pursuant to subclause 4.12(b), no later than seventy Business Days following the end of each calendar year within the Milestone Payment Period.

4.13 The Purchaser shall, and shall procure that its applicable Affiliates shall, keep and maintain accurate and complete financial, accounting and other books and records showing the aggregate amount of all Net Sales of NeuraCeq and Net Sales of Pipeline Milestone Assets in accordance with U.S. GAAP (the **Sales Records**). The Sales Records will be sufficiently detailed with the intention that the aggregate amount of all such Net Sales of NeuraCeq and Net Sales of Pipeline Milestone Assets can accurately be determined.

4.14 Upon thirty days' prior written notice by the Seller (the **Auditing Party**) to the Purchaser (the **Audited Party**), the Audited Party will permit an Accounting Firm to examine the Sales Records of the Audited Party and its Affiliates as may be reasonably necessary to verify the aggregate amount of Net Sales of NeuraCeq and/or Net Sales of Pipeline Milestone Assets, the amount of NeuraCeq Earn-Out Payment (if any) paid in accordance with this clause 4 and/or whether or not a Sales Revenue Milestone has been first achieved with respect to the applicable calendar year (the **Audit Purpose**). An examination by the Accounting Firm under this clause 4.14 will occur not more than once in any calendar year (unless cause exists) and shall be limited to the Sales Records of any calendar year(s) during the previous 2 calendar year period, and the Accounting Firm must first enter into a confidentiality agreement with the Audited Party on customary terms prior to commencing any such examination, and the Accounting Firm shall not disclose any information to the Auditing Party other than the information provided in accordance with clause 4.15 and such other information presented in the a summary form as is necessary to report the Accounting Firm's conclusions in respect of the Audit Purpose to the Auditing Party provided that no commercially sensitive information of the Audited Party will be disclosed to the Auditing Party without the Audited Party's prior written consent. The Audited Party will not seek to unreasonably refuse to agree the terms of the confidentiality agreement to be entered into between it and the Accounting Firm and will seek to enter into such confidentiality agreement expeditiously, and will provide the Accounting Firm with reasonable access to the Sales Records and such other books, records and information in the Audited Party's control or possession as required by the Accounting Firm, at the Audited Party's facility where the Sales Records are kept and such examination will be conducted at a mutually convenient time and during the Audited Party's normal business hours for no longer than three Business Days.

4.15 Upon completion of the audit, the Accounting Firm will provide to both the Purchaser and the Seller a written report giving its conclusions in respect of the Audit Purpose, being whether or not the amount of NeuraCeq Earn-Out Payment and/or Sales Revenue Milestone Payment is payable under this clause 4, or, if paid under this clause 4, such NeuraCeq Earn-Out Payment is accurate and/or whether or not a Sales Revenue Milestone has been first achieved with respect to the applicable calendar year, and the amount of any discrepancies, provided that no commercially sensitive information of the Audited Party will be disclosed to the Auditing Party without the Audited Party's prior written consent.

4.16 If the audit reveals an excess payment has been made by the Audited Party, the Auditing Party shall reimburse such excess payment within thirty Business Days after the date on which such audit is completed. If the audit reveals an underpayment has been made by the Audited Party, the Audited Party shall pay the amounts due according to the audit within thirty Business Days after the date on which such audit is completed.

4.17 If the audit reveals an understatement by the Audited Party of the aggregate amount of Net Sales of NeuraCeq and/or Net Sales of Pipeline Milestone Assets: (a) of more than 5 per cent. of the reported amounts; or (b) such that a Sales Revenue Milestone Payment is or becomes payable for the calendar year subject to the audit but such Sales Revenue Milestone Payment was not paid or indicated to be payable based on the reported amounts by the Purchaser under clause 4.9, the Audited Party shall bear the cost of the audit. Otherwise, the Auditing Party shall bear the cost of the audit.

5. CONDITIONS PRECEDENT

5.1 The Transaction is conditional on the satisfaction or, as the case may be, waiver in accordance with this agreement of the following conditions (the **Conditions**):

(a) the passing at a duly convened general meeting of Life Healthcare Group Holdings (the **LHG General Meeting**) of such resolution(s) as may be necessary to approve, implement and effect the Transaction as a "category 1 transaction" in compliance with the JSE Listings Requirements (the **LHG Resolutions**) (the **LHG Shareholder Approval Condition**);

(b) the regulatory clearances or expiration of applicable waiting periods under Antitrust Laws and Foreign Investment Laws set out in Annex 1 (the **Regulatory Clearances** and each a **Regulatory Clearance**) having been obtained from the Required Regulatory Authorities (the **Regulatory Condition**); and

(c) the Financial Surveillance Department of the South African Reserve Bank (**SARB**) having granted approval in terms of the Exchange Control Regulations to implement and effect clause 27.1 to subclause 27.4(b) either unconditionally or subject to conditions acceptable to Life Healthcare Group Holdings (the **Eagle SARB Approval**); and

(d) the consent of the purchaser of [***] having been obtained, to the extent required, pursuant to the sale and purchase agreement between among others the Seller, [***] (as amended from time to time), and any conditions to the effectiveness to such consent having been satisfied or waived (the **[***] Condition**).

5.2 Life Healthcare Group Holdings shall use its reasonable endeavours to procure that the LHG Shareholder Approval Condition is satisfied as soon as reasonably practicable following the date of this agreement and in any event prior to the Long Stop Date, including:

(a) to provide the Purchaser with reasonable opportunity to review the draft LHG Shareholder Circular and to reasonably consider the inclusion of any amendments proposed by the Purchaser in respect of the sections of the draft LHG Shareholder Circular pertaining to the Purchaser and the Purchaser's Group and/or the Target Group (or any part thereof), to the extent that the JSE has comments on or proposes amendments to the draft LHG Shareholder Circular, notify the Purchaser of such comments and/or amendments:

(b) ensure that the Approved LHG Shareholder Circular is dispatched to the LHG Shareholders as promptly as practicable and in any event no later than 45 Business Days after the date of this agreement (or such longer period as the JSE may permit or require);

(c) procure the LHG General Meeting is convened and held on the date which is seven days plus 15 Business Days after the date on which the Approved LHG Shareholder Circular is despatched in accordance with subclause 5.2(b);

(d) procure that the directors and executive officers of Life Healthcare Group Holdings, to the extent consistent with their statutory and fiduciary duties, vote any shares held beneficially by them in Life Healthcare Group Holdings in favour of the LHG Resolutions; and

(e) cause (to the extent it is able to so) that, to the extent consistent with their statutory and fiduciary duties, the LHG Shareholder Circular include the recommendation of the board of directors of Life Healthcare Group Holdings to LHG Shareholders that the LHG Shareholders approve the passing of the LHG Resolutions and the indication that the directors of Life Healthcare Group Holdings intend to vote their beneficial holding of their shares in favour of the LHG Resolutions at the LHG General Meeting.

5.3 In respect of the satisfaction of the LHG Shareholder Approval Condition, the Purchaser shall promptly provide to (or procure the provision to) Life Healthcare Group Holdings and/or its Representatives such information, documentation, co-operation or access as it or they may reasonably request in order to prepare and/or verify the contents of the LHG Shareholder Circular as it relates to the Purchaser or any member of the Purchaser's Group.

5.4 In the period until Completion or termination of this agreement, Life Healthcare Group Holdings shall not, and shall use its reasonable efforts to cause its, and the other members of the Seller's Group's respective officers, directors, employees, investment bankers, attorneys, accountants, consultants, agents, and other advisors or representatives (collectively, **Representatives**) not to, directly or indirectly:

(a) initiate, solicit, propose, knowingly encourage (including by way of intentionally furnishing information for that purpose) or knowingly take any action designed to facilitate any inquiry regarding, or the making of any inquiry, proposal or offer that constitutes or would reasonably be expected to lead to, an Acquisition Proposal;

(b) engage in, continue or otherwise participate in any discussions or negotiations relating to, or otherwise cooperate in any way with, any Acquisition Proposal or any inquiry, proposal or offer that would reasonably be expected to lead to an Acquisition Proposal;

(c) furnish any information relating to the Company or any of its Subsidiaries to any Third Party in connection with any Acquisition Proposal or any inquiry, proposal or offer that constitutes or would reasonably be expected to lead to an Acquisition Proposal; or

(d) otherwise knowingly facilitate any effort or attempt to make an Acquisition Proposal,

(e) provided that, at any time prior to the LHG General Meeting in response to an unsolicited, *bona fide* written Acquisition Proposal received after the date of this agreement that did not arise from or in connection with a material breach of the obligations set forth in this clause 5.4, Life Healthcare Group Holdings (directly or indirectly through its Representative) may:

(i) furnish, provide, or provide access to, information in response to a request therefor (including non-public information regarding the Target Group Companies) to the person who made such Acquisition Proposal and its Representatives; *provided* that such information has previously been made available to, or is made available to, the Purchaser prior to or substantially concurrently with the time such information is made available to such person and that, prior to furnishing any such information, the Purchaser receives from the person making such Acquisition Proposal an executed confidentiality agreement containing terms as to

confidentiality that are not less restrictive to the other party than the terms of any confidentiality agreement entered into between the Purchaser and the Seller with respect to the Transaction; and

(ii) participate in any discussions or negotiations with any such person and its Representatives regarding such Acquisition Proposal,

in each case, if, prior to taking any action described in paragraphs (i) or (ii) above, the directors of Life Healthcare Group Holdings determine in good faith after consultation with Life Healthcare Group Holdings' outside legal counsel and financial advisor that, based on the information then available, such Acquisition Proposal either constitutes a Superior Proposal or could reasonably be expected to result in a Superior Proposal.

5.5 Life Healthcare Group Holdings shall promptly (and, in any event, within two Business Days) give notice to the Purchaser if any (i) inquiries, proposals or offers with respect to an Acquisition Proposal are received by, (ii) information is requested in connection with any Acquisition Proposal from, or (iii) discussions or negotiations with respect to an Acquisition Proposal are sought to be initiated or continued with, in each case of paragraphs (i) through (iii), it, any other member of the Seller's Group, or any of its or their Representatives, setting forth in such notice the name of such person and the material terms and conditions of any proposals or offers and thereafter shall keep the Purchaser reasonably informed, on a reasonably current basis (and, in any event, within two Business Days), of any material developments or changes in the status of any such discussions or negotiations, including any change in its intentions as previously notified.

5.6 Except as permitted by clause 5.7, Life Healthcare Group Holdings agrees that it shall not, and shall procure that its Affiliates and Representatives do not:

(a) withhold, withdraw, qualify or modify (or publicly propose or resolve to withhold, withdraw, qualify or modify) their recommendation to the shareholders of Life Healthcare Group Holdings to pass the LHG Resolutions; or

(b) approve or recommend, or publicly declare advisable or publicly propose to approve or recommend, or publicly propose to enter into, any letter of intent, memorandum of understanding, agreement in principle, acquisition agreement, merger agreement, option agreement, license agreement, joint venture agreement, partnership agreement or other agreement (other than a confidentiality agreement referred to in subclause 5.4(d)(i) relating to any Acquisition Proposal (an **Alternative Acquisition Agreement**, and any of the actions set forth in subclauses 5.6(a) and (b), an **Adverse Recommendation Change**).

5.7 Notwithstanding anything in this agreement to the contrary, at any time prior to the passage of the LHG Resolutions, the directors of Life Healthcare Holdings Limited may effect an Adverse Recommendation Change (*provided* that the Seller pays the Cost Coverage Amount in accordance with clause 6), in each case only if:

(i) an unsolicited, *bona fide* written Acquisition Proposal is received after the date of this agreement that did not result from a material breach of the obligations set forth in clause 5.4, is not withdrawn, and the directors of Life Healthcare Group Holdings determine in good faith and having regard to their fiduciary duties, after consultation with Life Healthcare Group Holdings' outside legal counsel and financial advisor, that such Acquisition Proposal constitutes a Superior Proposal; and

(ii) the directors of Life Healthcare Group Holdings resolve in good faith and having regard to their fiduciary duties, after consultation with Life Healthcare Group Holdings outside legal counsel and financial advisor, that failure to take such action described in this clause 5.7 in

response to such Superior Proposal would be inconsistent with such directors' fiduciary duties under Applicable Law; *provided*, *however*, that, prior to taking such action, Life Healthcare Group Holdings has given Purchaser written notice (the **Board Recommendation Notice**) of such action and the basis therefor four Business Days in advance, which Board Recommendation Notice shall set forth in writing that the board of Life Healthcare Group Holdings intends to consider whether to take such action.

5.8 After giving such Board Recommendation Notice, Life Healthcare Group Holdings and/or the Seller shall negotiate in good faith with the Purchaser (to the extent the Purchaser wishes to negotiate) during such four Business Day period to enable the Purchaser to suggest revisions to the terms of this agreement as would cause such Acquisition Proposal to cease to be a Superior Proposal.

5.9 At the end of such four Business Day period, prior to and as a condition to effecting any Adverse Recommendation Change, the directors of Life Healthcare Group Holdings and the Seller shall take into account any changes to the terms of this agreement proposed in a legally binding written proposal by the Purchaser and any other information offered by the Purchaser in response to the Board Recommendation Notice, and shall have determined in good faith after consultation with Life Healthcare Group Holdings' outside legal counsel and financial advisor that such Superior Proposal continues to constitute a Superior Proposal and the failure to effect an Adverse Recommendation Change in response to such Superior Proposal would be inconsistent with the directors of Life Healthcare Group Holdings' fiduciary duties under Applicable Law, in each case, if such changes offered in writing by the Purchaser were to be given effect.

5.10 Any amendment to the financial terms and any other material amendment to any Acquisition Proposal will be deemed to be a new Acquisition Proposal for purposes of clauses 5.5 through this clause 5.10 and require a new Board Recommendation Notice, except that references in clauses 5.5 through this clause 5.10 to "four Business Days" shall be deemed to be references to "two Business Days" and such two Business Day period shall expire at 11:59 p.m. (Eastern Time). on the second Business Day immediately following the day on which such new Board Recommendation Notice is delivered (it being understood and agreed that in no event shall any such additional two Business Day period be deemed to shorten the initial four Business Day period).

5.11 The Purchaser and Seller (as appropriate) undertake to take all steps necessary to satisfy the Regulatory Condition as soon as reasonably practicable after the date of this agreement and no later than the Long Stop Date, including:

(a) to file their respective premerger and notification form as required under the HSR Act;

(b) to file the CMA Briefing Paper with the CMA and make all other filings, to obtain the Regulatory Clearances;

(c) to co-operate with and provide promptly and within any applicable time limits all necessary information and/or assistance reasonably required by any Required Regulatory Authority in connection with the Regulatory Condition upon being requested to do so by such Required Regulatory Authority;

(d) to keep the other party promptly informed of developments which are material or potentially material to the satisfaction of the Regulatory Condition and Completion occurring by the Long Stop Date, and upon becoming aware of any fact, matter or circumstance which could reasonably be expected to prevent or delay, or require a commitment in respect of the satisfaction of the Regulatory Condition or Completion occurring, promptly inform the other party, and provide full details of such fact, matter or circumstance (in each case, to the extent legally permitted);

(e) to promptly notify the other party of any material notification, filing, submission, response, briefing paper or other communication from any Required Regulatory Authority in relation to the Regulatory Condition or any matter arising out of or in connection with the Transaction (together, a **Relevant Regulatory Matter**) other than of a purely administrative nature (whether orally, in writing, in electronic format or otherwise) (each a **From Authority Regulatory Communication**), and promptly provide the other party with copies of all written From Authority Regulatory Communications and summaries of all oral From Authority Regulatory Communications, together with such other information as the other party shall reasonably request in relation to the satisfaction of the Regulatory Condition (in each case, to the extent legally permitted);

(f) before making any material communication with any Required Regulatory Authority (an **Authority Regulatory Communication**), to:

(i) consult with the other party and its legal advisers regarding the strategy of any and all Authority Regulatory Communications;

(ii) provide the other party and its legal advisers in advance with draft copies of the Authority Regulatory Communication (or, in respect of an oral Authority Regulatory Communication, an indication in writing of the proposed content of such oral Authority Regulatory Communication), together with copies of any supporting documentation or other relevant material to be submitted with such Authority Regulatory Communication;

(iii) provide the other party and its legal advisers with reasonable opportunity to comment on any Authority Regulatory Communication and duly consider any comments made by, or on behalf of, the other party and its legal advisers in the final version of the relevant Authority Regulatory Communication;

(iv) not send or make any Authority Regulatory Communication without the prior written approval of the other party (such written approval not to be unreasonably withheld, conditioned or delayed); and

(v) promptly provide the other party and its legal advisers with final copies of all such Authority Regulatory Communications and, in respect of an oral Authority Regulatory Communication, provide a written summary of such oral Authority Regulatory Communication to the extent legally permitted;

(g) to give the other party reasonable notice of all material meetings (whether in person or virtual), hearings and telephone calls with any Required Regulatory Authority in relation to a Relevant Regulatory Matter and give the other party and its legal advisers reasonable opportunity to participate in each such meeting, hearing or telephone call (other than to the extent that any Required Regulatory Authority expressly requests (and each party covenants not to attempt to induce any Required Regulatory Authority to make any such request) that the other party and/or its legal advisers should not be present at all or part of any such meeting);

(h) not to, and to procure that no member of the Purchaser's Group and Seller's Group (as applicable) shall, effect (or commit to effect) any transaction, agreement or arrangement, and not to, and procure that no member of the Purchaser's Group and Seller's Group (as applicable) shall, take any other action (including making any announcement or making public any information that materially deviates from the information set out in any Authority Regulatory Communication), which (in each case) would be an alternative to, or inconsistent with, or would be likely to affect, delay, preclude, impede or in any respect prejudice, the effectiveness of any steps referred to in this clause 5.11 and clause 5.13, and the satisfaction

of the Regulatory Condition as soon as practicable after the date of this agreement (and in any event, no later than the Long Stop Date); and

(i) not, and to procure that no member of the Purchaser's Group shall, without the prior written consent of the Seller (such consent not to be unreasonably withheld, conditioned or delayed) pull and refile any filing made under the HSR Act on more than one occasion.

5.12 Subject to clause 5.13, the obligations set out in clauses 5.11 and 5.14 shall not require disclosure to the Seller or the Purchaser of any document that contains information which could reasonably be expected to: (i) be competitively or commercially sensitive; (ii) implicate attorney-client or other privilege concerns; or (iii) if so disclosed, breach any duty of confidentiality owed to any person by any member of the Seller's or Purchaser's Group (in each case, **Restricted Information**).

5.13 The Purchaser and Seller (as applicable) shall provide any documents which contain Restricted Information:

(a) without redaction, except for attorney-client or work product privilege, on an external-counsel only basis to the Seller's or Purchaser's (as applicable) external counsel;

(b) to the Seller or Purchaser (as applicable) without redaction, except for attorney-client or work product privilege, but only in accordance with the terms of the clean team agreement entered into between the Purchaser and Life Healthcare Group Holdings on or about 1 November 2024; and

(c) to the Seller or Purchaser (as applicable) with any Restricted Information in such documents redacted in a manner reasonably acceptable to the parties' respective external counsel.

5.14 The Purchaser and Seller shall co-operate, and shall procure that the other members of the Seller's Group and Purchaser's Group (as applicable) co-operate, with each other in providing the other with such assistance as is reasonably necessary and shall provide all Required Regulatory Authorities with such information as may reasonably be necessary to ensure that:

(a) all relevant filings required to satisfy the Regulatory Condition at subclause 5.1(b) are made in accordance with clause 5.11; and

(b) any request for information from a Required Regulatory Authority is fulfilled promptly and in any event in accordance with any relevant time limit.

5.15 For the avoidance of doubt, and subject to the remainder of clause 5:

(a) the Purchaser and the Seller shall consult in good faith regarding the strategy for obtaining the Regulatory Clearances provided that the final determination regarding such strategy shall be made by the Purchaser;

(b) the Purchaser and the Seller (and their respective Affiliates) shall not be under any obligation to offer, give, accept or agree to any conditions, obligations, undertakings, undertakings in lieu of reference and/or modifications (including any structural or behavioural conditions, obligations, undertakings, undertakings in lieu of reference and/or modifications) that relate in any manner whatsoever to any undertakings or business, activities or assets of any undertaking that is controlled by (i) the Purchaser, (ii) the Purchaser's Group, or (iii) the Target Group Companies in connection with the satisfaction of the Regulatory Condition, and Purchaser shall make the final determination regarding such matters, consistent with subclause 5.15(a);

(c) the Purchaser and the Seller shall each pay the first USD1,500,000 (inclusive of VAT) of their respective Antitrust Expenses, after which the Purchaser shall bear all of the Seller's Group's Antitrust Expenses in excess of such amount (**Seller Antitrust Expenses**). Payments by the Purchaser of any Seller Antitrust Expenses shall be made within five Business Days of submission by the Seller to the Purchaser of a written invoice therefor and be paid by wire transfer of immediately available funds to a bank account designated by the Seller in writing no later than five Business Days following receipt of such invoice, it being agreed that the Seller may deliver no more than one such invoice per calendar month. Any filing fees required for the Regulatory Clearances shall, however, be paid exclusively by the Purchaser.

5.16 If the Purchaser, acting reasonably, determines that the external antitrust counsel engaged by the Seller are failing: (i) to adequately cooperate with the Purchaser (or its external antitrust counsel) or respond to requests from the Purchaser (or its external antitrust counsel) within a reasonable timeframe; or (ii) to provide information to the Purchaser (or its external antitrust counsel) in a complete or timely manner (to the extent the request from the Purchaser or its external antitrust counsel is reasonable); or (iii) otherwise acting in a way which the Purchaser reasonably believes is likely to prejudice the satisfaction of the Regulatory Condition prior to the Long Stop Date, the Purchaser may request that the Seller consider in good faith any such performance and/or strategic concerns of the Purchaser with respect to such antitrust counsel, including recommending the appointment of alternative antitrust counsel, and the Seller undertakes to reasonably consider any such concerns and/or recommendations of the Purchaser.

5.17 The Purchaser and the Seller shall disclose, by notice to the other party, anything that will or may prevent the Regulatory Condition from being satisfied by the Long Stop Date, promptly upon it coming to such party's attention, including any statement from a Required Regulatory Authority that it intends to withhold its approval of, or raise an objection to, or impose a condition on or following, the acquisition of the Sale Shares by the Purchaser.

5.18 Each party shall promptly notify the other party of any Regulatory Clearance or other material decision received from a Required Regulatory Authority, and within two Business Days of becoming aware of the same.

5.19 The Purchaser shall give notice to the Seller that the Regulatory Condition (or any part of the Regulatory Condition) is satisfied within two Business Days of the Purchaser becoming aware of the same.

5.20 The Seller shall give notice to the Purchaser of the satisfaction of the LHG Shareholder Approval Condition, the Avocet Condition and/or that it has obtained the Eagle SARB Approval within two Business Days of the Seller becoming aware of the same.

5.21 The Seller's Guarantor undertakes to take all steps reasonably necessary to obtain the Eagle SARB Approval as soon as reasonably practicable following the date of this agreement and in any event prior to the Long Stop Date, and shall make application(s) for such Eagle SARB Approval, in consultation with the Purchaser and taking into account the Purchaser's reasonable comments within 45 Business Days after the date of this agreement.

5.22 The Seller's Guarantor undertakes to take all steps reasonably necessary to satisfy the Avocet Condition as soon as reasonably practicable following the date of this agreement and in any event prior to the Long Stop Date.

5.23 If any Condition is not satisfied or is not:

(a) in the case of the condition set out at subclause 5.1(c), waived in writing by the Purchaser; and

(b) in the case of any other Condition, waived in writing jointly by the Seller and the Purchaser,

5.24 in each case on or before the Long Stop Date, each of the Seller or the Purchaser may terminate this agreement by giving written notice thereof to the other party, in which event following such termination, except for this clause 5.23, clause 5.24, clause 5.25 and the Surviving Clauses, all the provisions of this agreement shall lapse and cease to have effect; but neither the lapsing of those provisions nor their ceasing to have effect shall affect any accrued rights or liabilities of any party in respect of damages for non-performance of any obligation under this agreement falling due for performance prior to such lapse and cessation.

5.25 If:

(a) the Regulatory Condition is not satisfied by the Long Stop Date; and

(b) all other Conditions set out in clause 5.1 have been satisfied or waived in accordance with this agreement by the Long Stop Date; and

(c) either party has given notice to terminate this agreement in accordance with clause 5.23,

(d) the Purchaser shall pay to the Seller an amount in cash equal to USD20,000,000 (inclusive of VAT) (the **Break Fee**), and such payment shall be made no later than five Business Days after the Long Stop Date in immediately available funds to a bank account designated by the Seller in writing provided however that no amount will be payable by the Purchaser pursuant to this clause 5.24 where the cause of the Regulatory Condition not being satisfied by the Long Stop Date is a result of the Seller's breach of any of its obligations pursuant to clauses 5.11, 5.13 or 5.14. The Break Fee due under this clause 5.24 and the obligation of the Purchaser to pay the Seller Antitrust Expenses shall be the sole remedy of the Seller with respect to any breach of this agreement by the Purchaser (without prejudice to any right or remedy available to the Seller for breach by the Purchaser prior to termination of this agreement of any of its obligations under this agreement following the termination of this agreement), other than with respect to clauses 11 and 20.

5.26 If:

(a) the [***] Condition is not satisfied by the Long Stop Date; and

(b) all other Conditions set out in clause 5.1 have been satisfied or waived in accordance with this agreement by the Long Stop Date; and

(c) either party has given notice to terminate this agreement in accordance with clause 5.23,

(d) the Seller shall pay to the Purchaser an amount in cash equal to USD20,000,000 (inclusive of VAT) (the **Seller Break Fee**), and such payment shall be made no later than five Business Days after the Long Stop Date in immediately available funds to a bank account designated by the Purchaser in writing. The Seller Break Fee due under this clause 5.25 shall be the sole remedy of the Purchaser with respect to any breach of this agreement by the Seller (without prejudice to any right or remedy available to the Purchaser for breach by the Seller of any of its obligations under this agreement following the termination of this agreement), other than with respect to clauses 11 and 20.

6. COSTS COVERAGE

6.1 The Seller undertakes to pay to the Purchaser the aggregate sum of USD5,000,000 (inclusive of VAT) (the **Cost Coverage Amount**) if the directors of Life Healthcare Group Holdings:

(a) do not, at the same time as the Approved LHG Shareholder Circular is dispatched to LHG Shareholders in accordance with subclause 5.2(b), recommend to the LHG Shareholders the passing of the LHG Resolutions as required by subclause 5.2(e); or

(b) at any time prior to the LHG General Meeting referred to in subclause 5.1(a), effect an Adverse Recommendation Change,

in each case, only if the LHG Shareholder Approval Condition is not satisfied and in that case irrespective of whether it would be contrary to the directors' statutory and/or fiduciary duties not to take any of the actions described in subclause 6.1(a) or 6.1(b). The Cost Coverage Amount due under this clause 6.1 shall be the sole remedy of the Purchaser with respect to any breach of this agreement by the Seller (without prejudice to any right or remedy available to the Purchaser for breach by the Seller of any of its obligations under this agreement following the termination of this agreement), other than with respect to clauses 11 and 20.

6.2 The Seller agrees that it will not in any claim or legal proceedings for the recovery of the Cost Coverage Amount raise any argument, objection or defence that the obligation to pay the Cost Coverage Amount is unenforceable by reason that the Cost Coverage Amount is a penalty.

7. PRE-COMPLETION

7.1 Pending Completion, the Seller shall procure that, subject to Applicable Law and this clause 7.1:

(a) each Target Group Company shall carry on business in the ordinary course (which shall include applying for the renewal, in the ordinary course, of any registrations, permits, licences, and/or domain name registrations of any member of the Target Group which are due to expire on or before Completion) and in compliance in all material respects with Applicable Law; and

(b) no Target Group Company shall:

(i) incur capital expenditures exceeding USD1,000,000 in aggregate, with the exception of expenditure that is expressly contemplated by the Budget or that is incurred within the ordinary and usual course of its business; or

(ii) incur any expenditure exceeding USD250,000 in any given calendar month in relation to sales, marketing, recruitment and/or business development (including capital expenditure in respect of the same); or

(iii) dispose of or grant any Encumbrance in respect of any material part of its assets or any Intellectual Property Rights owned by a Target Group Company; or

(iv) accelerate any receivable or delay any payable, other than: (a) in the ordinary and usual course of business and consistent with past practice; or (b) pursuant to the University of Texas' request to accelerate the contractually agreed prepayment invoicing for September 2025 and September 2026 in the following manner – to invoice in January 2025 (for September 2025) amounts of [***] for [***] and [***] for NeuraCeq and, following settlement of that invoice, to invoice in April 2025 (for September 2026) amounts of [***] for [***] and [***] for NeuraCeq; or

(v) waive, forgive, discount or release any liability owing to the Target Group by any member of the Seller's Group (except as expressly required pursuant to the terms of this agreement);

(vi) acquire or dispose of any share, shares or other interest in any company or partnership; or

(vii) amend the terms of its borrowing or indebtedness in the nature of borrowing or any guarantee or performance bond given for its benefit or borrow any money or give any guarantee or performance bond; or

(viii) declare, make or pay any dividend or other distribution (whether in cash, stock or in kind) or makes any reduction of its paid-up share capital except to another Target Group Company; or

(ix) save as required by Applicable Law:

(A) terminate the engagement (other than any termination in circumstances constituting summary dismissal or otherwise for cause) or materially vary terms of engagement of any Senior Employee, which shall mean any variation relating to remuneration, term of service, restrictive covenants and ownership of Intellectual Property Rights;

(B) amend the terms of employment (including any transfer of employing/engaging entity or change the title, position or duties) of any director, or of any Employee and/or any consultants and self-employed contractors of any Target Group Company, in each case whose gross annual basic salary or fee exceeds USD105,000;

(C) engage, employ or terminate the employment or engagement (other than any termination in circumstances constituting summary dismissal) of any Employee and/or any consultants and self-employed contractors of any Target Group Company, in each case, whose gross annual basic salary or fee exceeds USD105,000, other than with respect to the engagement or employment of up to the 27 full time employees that the Target Group Companies intend to hire during the calendar year 2025; or

(x) create, issue, purchase or redeem any shares or create any subsidiary; or

(xi) make any change to its constitutional documents; or

(xii) enter into any joint venture, partnership or agreement or arrangement for the sharing of profits or assets; or

(xiii) other than in the ordinary course of the Target Group's business, capitalise any reserves, or reduce any amount standing to the credit of the share premium account or capital redemption or other reserve, with respect to such Target Group Company other than where such transaction is between Target Group Companies; or

(xiv) borrow any money, accept any financial facility (except borrowings from its bankers not exceeding USD50,000 in the aggregate or grant or obtain credit (other than given in the ordinary course of business and advances made to Employees against expenses incurred by them on behalf of any Target Group Company) exceeding USD50,000; or

(xv) incur any Trade Debts other than consistent with past practice in nature and amount in the previous 12 months prior to the date of this agreement; or

(xvi) make a loan or advance (other than a deposit of money with an authorised institution under the Banking Act 1987 (or equivalent), any loans between Target Group Companies, any cash pooling arrangements within the Target Group or the granting of normal trade credit or prepayments in the ordinary course of business) or give a guarantee or indemnity to secure another person's (but excluding a Target Group Company's) obligations to a person, in each case exceeding USD50,000 in aggregate; or

(xvii) enter into any foreign exchange contracts, interest rate swaps or other derivative instruments; or

(xviii) grant, renew or modify the terms of any material loans or other financial facilities or any guarantees, comfort letters or indemnities for the benefit of any person (other than a Target Group Company); or

(xix) take any step to initiate, consent, approve or acquiesce to a voluntary winding up, dissolution, administration or such other analogous procedure of such Target Group Company; or

(xx) instigate, settle, or take any action, make any demand or waive any right in relation to any litigation or arbitration or mediation proceedings (except relating to debt collection in the ordinary and normal course of the relevant Target Group Company's business or applications for an interim injunction or other urgent application where it is not reasonably practicable to obtain the requisite consent) where the amount claimed exceeds USD150,000; or

(xxi) change in any material respect its accounting procedures, principles or practices or change its accounting reference date or change its auditors; or

(xxii) make, change or revoke any material Tax election, or file any Tax return in a manner which is inconsistent with past practice in any material respect; or

(xxiii) settle or compromise any material Tax claim made by a Tax Authority; or

(xxiv) enter into any Tax consolidation (including for the avoidance of doubt a VAT group), Tax allocation agreement, Tax sharing agreement, or Tax indemnity agreement, in each case with any entity other than another Target Group Company; or

(xxv) change its residence for Tax purposes or knowingly create a new permanent establishment in any jurisdiction; or

(xxvi) surrender, dispose of, or transfer any asset at less than market value; or

(xxvii) amend or terminate any contract meeting the description of paragraphs (a), (c), (d) or (i) of the definition of "Material Contract" in Part 2 of Schedule 4 or enter into any contract or agreement which would meet the foregoing description if executed by a Target Group Company;

(xxviii) enter into or amend any agreement or arrangement with any member of the Seller's Group, other than to formalise the Licence and Commercial Agreement(s) (but only to the extent that the formal agreement(s) is on terms substantially consistent with those set out in the Licence and Commercial Agreement(s) – Term Sheet); or

(xxix) (A) adopt, enter into, terminate or materially amend any collective bargaining agreement or U.S. Benefit Plan or any arrangement that would be a U.S. Benefit Plan if it were in existence on the date of this agreement, (B) grant or pay any change of control, severance, retention or termination compensation or benefits to, or increase in any manner the change of control, severance or termination compensation or benefits of, any employee or consultant, (C) grant or remove restrictions from any awards under any U.S. Benefit Plan, (D) take any action to fund or in any other way secure the payment of compensation or benefits under any employee plan, agreement, contract or arrangement or U.S. Benefit Plan, except as required under any employee plan, agreement, contract or arrangement or U.S. Benefit Plan, in each case, as in effect on the date of this agreement or (E) take any action to accelerate the vesting or payment of any compensation or benefit under any U.S. Benefit Plan; or

(xxx) agree, conditionally or otherwise, to do any of the foregoing.

7.2 The Seller may do any of the matters in clause 7.1 with the prior consent of the Purchaser (such consent not to be unreasonably withheld, conditioned or delayed), including a deemed consent pursuant to clause 7.3, or without such consent:

(a) if reasonably undertaken in an emergency or disaster situation with the intention of minimising any adverse effect of such situation; or

(b) to comply with any applicable legal or regulatory requirements; or

(c) if required to give effect to, or permitted by, the terms of any of the Transaction Documents, including for the avoidance of doubt the transactions described in clause 7.8 below; or

(d) if required to be done or not done to comply with any contract Disclosed in the Disclosed Information; or

(e) if explicitly requested by the Purchaser in writing.

7.3 A request for the Purchaser's consent under clause 7.1 (as referred to in clause 7.2) shall be sent in accordance with clause 21. The Purchaser shall, within ten Business Days of receiving a request for written consent under clause 7.1 (and in accordance with clause 21): (i) give such consent; or (ii) inform the Seller that its request has been refused (giving reasonable details of the grounds for refusal). If the Purchaser's consent or refusal is not received by the Seller within such ten Business Day period, the Purchaser shall be deemed to have consented to the taking of the relevant action.

7.4 The Purchaser may terminate this agreement by written notice to the Seller if, at any time before Completion, the Seller has not complied in all material respects with clause 7.1, and such non-compliance either: (a) is not capable of being cured by the Long Stop Date; or (b) has not been cured by the Seller within 20 Business Days after the Purchaser gives written notice to the Seller specifying the nature and extent of the non-compliance or by the Long Stop Date (whichever is later) provided that the Purchaser may not terminate this agreement pursuant to this clause 7.4 if it, or the Purchaser's Guarantor, is in material breach of the agreement.

Licence and Commercial Agreement(s)

7.5 From the date of this agreement, the Seller, the Target Group Companies and the Purchaser (as applicable) undertake to use their respective reasonable endeavours and negotiate in good faith (and, to the extent not agreed before Completion, from Completion, the Purchaser undertakes to procure that the relevant Target Group Company uses its reasonable endeavours and negotiates in good faith) to agree the terms of one or more commercial agreements between Life Healthcare Group Holdings

(or one or more of its Affiliates) and a Target Group Company and such agreement(s) shall be consistent with the Licence and Commercial Agreement(s) – Term Sheet and shall become effective at, or as soon as reasonably practicable after, Completion.

7.6 If the Seller and the Purchaser (on behalf of the Target Group Companies) (together the **Contracting Parties**) cannot agree upon the terms of the Licence and Commercial Agreement(s) by the date that is 60 Business Days after the Completion Date:

(a) either the Seller or the Purchaser shall have the right to submit such dispute to arbitration for resolution (the **Referring Party**) in accordance with the process described in this clause 7.6;

(b) the Referring Party shall notify the other party (the **Respondent**) of its decision to initiate the arbitration proceeding pursuant to this clause 7.6 by delivering written notice to the Respondent within two Business Days of making such referral;

(c) within ten Business Days following receipt of such notice, the Contracting Parties shall use reasonable endeavours to agree on an independent Third Party expert with at least ten years of experience in the licensing of pharmaceutical compounds or products. If the Contracting Parties cannot agree on such expert within such time period, each Contracting Party shall nominate one independent expert satisfying such criteria within such ten Business Day period, and the two independent experts so selected shall nominate the final independent expert within five Business Days of their nomination. If the two experts so selected cannot agree on the final independent expert, either of the Parties shall request the ICC International Centre for ADR to appoint an expert (the **Expert**). For the avoidance of doubt, it is understood and agreed that such final independent expert should have at least ten years of experience in the licensing of pharmaceutical compounds or products and should be appointed as soon as practicable. All costs of, and associated with, the request for the appointment of an expert by the ICC International Centre for ADR shall be borne equally between the Parties;

(d) within five Business Days of its appointment, the Expert shall set a date for the arbitration, which date shall be no more than 40 Business Days after the date the arbitration is demanded under subclause 7.6(a) above;

(e) the arbitration shall be "baseball-style" arbitration; accordingly, at least ten Business Days prior to the arbitration, each Contracting Party shall provide the Expert with a form of the definitive written agreement of the Licence and Commercial Agreement(s) proposed by it which in each case, must be consistent with the principles outlined in the Licence and Commercial Agreement(s) – Term Sheet and must not contain any provisions that contradict or undermine those principles (each, a **Proposed Agreement**). Each such Proposed Agreement may be no more than 55 single-sided, single-spaced pages, and must clearly provide and identify the Contracting Party's position with respect to the disputed matter(s);

(f) after receiving both Contracting Parties' Proposed Agreements, the Expert will promptly distribute each Party's Proposed Agreement(s) to the other Party. No later than five Business Days in advance of the arbitration or, if earlier, seven Business Days following receipt of such Proposed Agreement(s), the Contracting Parties shall submit to the Expert and exchange response briefs of no more than ten single-sided, single-spaced pages. The Contracting Parties' briefs may include or attach relevant exhibits in the form of documentary evidence, any other material voluntarily disclosed to the Referring Party in advance, or publicly available information. The Contracting Parties' briefs may also include or attach demonstratives. Neither Party may have any other communications (either written or oral) with the Expert other than for the sole purpose of engaging the expert or as expressly permitted in this clause 7.6;

(g) no later than seven Business Days following the arbitration (or, if the Expert does not require an arbitration hearing, the deadline for receipt of each Contracting Party's response briefs), the Expert shall issue his or her written decision. The Expert shall select one Contracting Party's Proposed Agreement(s) (in full and without modification) as his or her decision, and shall not have the authority to render any substantive decision other than to select the Proposed Agreement(s) submitted by either Contracting Party. For the avoidance of doubt, the Expert may only be permitted to select a Proposed Agreement if such agreement contains terms which are consistent with the principles outlined in the Licence and Commercial Agreement(s) – Term Sheet and does contain any provisions that contradict or undermine those principles. The Expert shall have no discretion or authority with respect to modifying the positions of the Contracting Parties;

(h) the Expert's decision shall be final and binding on the Contracting Parties and the written agreement selected by the Expert shall constitute a binding agreement between the Contracting Parties (which, for the avoidance of doubt, in the case of the Purchaser shall be binding on the relevant Target Group Company, as applicable, and the Purchaser shall procure such company enter into such Proposed Agreement(s)) that may be enforced in accordance with its terms. Each Contracting Party shall bear its own costs and expenses in connection with such arbitration, and shall share equally the expert's fees and expenses;

(i) the violation of any of the time limits prescribed in this clause 7.6 by the Expert shall not affect the Expert's competence to decide on the subject matter, and shall not affect the final and binding decision rendered by the Expert, unless otherwise agreed by the Contracting Parties; and

(j) the above "baseball-style" arbitration shall be the exclusive remedy of either Party if the Parties cannot agree on the terms of the Licence and Commercial Agreement(s) under this clause 7.6.

7.7 *Transitional services*

7.8 If any Target Group Company will require the continued provision by the Seller's Group of any service which is, as at the date of this agreement being provided by a member of the Seller's Group to a Target Group Company (each a **TSA Service**) after the Completion Date, the parties undertake to use their respective reasonable endeavours and negotiate in good faith prior to the Completion Date to agree the terms of a transitional services agreement in respect of the continued provision of that TSA Service (any such transitional services agreement being a **TSA**). The parties each acknowledge and agree, in respect of each TSA Service:

(a) the scope of the TSA Service will be limited to that necessary to enable the relevant Target Group Company to continue to operate its business in the manner in which that business is conducted as at the Completion Date, and will be provided to materially the same standard as that TSA Service is provided by the relevant member of the Seller's Group as at the Completion Date;

(b) the TSA Service will be provided by the relevant member of the Seller's Group at cost; and

(c) the liability position of the relevant member of the Seller's Group under the transitional services arrangement will reflect the fact that the TSA Service is being provided at cost and that the relevant member of the Seller's Group is not a professional services provider.

Pre-Completion capitalisation and assignment

7.9 Before Completion, the Seller shall, and shall procure that each relevant Target Group Company shall, execute all relevant documents and undertake all such actions as may be required to give effect to the following steps, to take place sequentially:

(a) the Seller will (i) capitalise the Intercompany Loan and (ii) assign the Intercompany Receivable to the Company; and

(b) in exchange for:

(i) the capitalisation of the Intercompany Loan described in subclause 7.8(a)(i) above, the Company shall allot and issue, and the Seller shall subscribe for, two ordinary shares of GBP1 each in the capital of the Company (**Ordinary Shares**); and

(ii) the assignment of the Intercompany Receivable described in subclause 7.8(a)(ii) above, the Company shall allot and issue two Ordinary Shares to the Seller.

7.10 The Seller shall cause the U.S. Subsidiary, at least one Business Day prior to the Completion Date, to adopt written resolutions and amendments (and take all other necessary and appropriate action(s)) (a) to cease accruals to and terminate the Life Molecular Imaging Inc 401(k) Profit Sharing Plan and Trust, and any other U.S. Benefit Plan that is intended to qualify under Section 401(a) of the Code (collectively, the "401(k) Plans" and each a "401(k) Plan"), effective no later than the day prior to the Completion Date, contingent upon Completion, in compliance with its terms and the requirements of Applicable Law, (b) to 100% vest all participants and allocate all forfeitures under the 401(k) Plans, (c) to eliminate all annuity forms of distribution from the 401(k) Plans, and (d) to provide for contributions under the 401(k) Plans that would have been made on behalf of such employees had transactions contemplated by this agreement not occurred (regardless of any service or end-of-year employment requirements) but prorated for the portion of the plan year that ends on the Completion Date. The written resolutions, amendments and other documents to effect the foregoing shall be subject to Purchaser's advance review and approval (such approval not to be unreasonably withheld or delayed).

Information sharing

7.11 From the date of this agreement until Completion, the Seller shall provide to the Purchaser within 10 Business Days after the end of each calendar month until the last accounting month end before Completion, copies of the unaudited management accounts of the Company for relevant period.

RM2 License

7.12 From the date of this agreement, the parties will comply with their obligations in Schedule 11 with respect to agreeing arrangements to deliver the net economic benefit of the RM2 License to the Seller's Group.

8. COMPLETION

8.1 Completion shall take place on the Completion Date remotely via the electronic exchange of documents and signatures between the Purchaser's Lawyers and the Seller's Lawyers by e-mail in portable document format (.pdf) or at such location as may be agreed in writing between the Purchaser and the Seller.

8.2 At Completion, the Seller and the Purchaser shall do or procure the performance of all actions respectively required of them under this clause 8.2 and Part 1 and Part 2 of Schedule 7. All documents and items delivered in accordance with this clause 8.2 shall be held by the recipient to the order of the person delivering the same until such time as Completion shall have taken place in accordance with this clause 8.2.

8.3 Simultaneously with:

(a) delivery of the documents and items required to be delivered at Completion pursuant to clause 8.2 (or waiver of such delivery by the person entitled to receive the relevant document or item); and

(b) receipt by the Seller in accordance with subclause 24.1(a) of the payment to be made pursuant to paragraphs (a) and (b) (if any) of Part 2 of Schedule 7,

the documents and items delivered pursuant to clause 8.2 shall cease to be held to the order of the person delivering them and Completion shall have taken place.

8.4 If:

(a) the Seller fails to comply with the provisions of clause 8.2 (a **Seller Default**); or

(b) the Purchaser fails to comply with the provisions of clause 8.2 (a **Purchaser Default**),

then the provisions of clauses 8.5 and 8.6 shall apply.

8.5 The Purchaser (in the case of a Seller Default) or the Seller (in the case of a Purchaser Default) shall be entitled (in addition to and without prejudice to all other rights or remedies available, including the termination rights provided pursuant to clause 8.6, and the right to claim damages) by written notice to the Seller or the Purchaser, as the case may be:

(a) to fix a new date for Completion (being not more than ten Business Days after the Completion Date) (and the provisions of this clause 8 shall apply to Completion as so deferred, provided that such deferral can only occur once unless otherwise mutually agreed in writing by the Purchaser and the Seller); or

(b) to effect Completion, as far as practicable, having regard to the defaults which have occurred.

8.6 Subject to Completion having first been deferred for a period of up to ten Business Days under subclause 8.5(a) and the parties having used reasonable endeavours to effect Completion during that period, the Purchaser (in the case of a Seller Default) or the Seller (in the case of a Purchaser Default) shall be entitled (in addition to and without prejudice to all other rights or remedies available, including the right to claim damages) by written notice to the Purchaser or the Seller, as the case may be, to terminate this agreement. If, for any reason, Completion does not occur, any action taken shall be deemed not to have occurred and the parties shall take all action necessary to restore them to their respective positions prior to such actions being taken and, following such termination, except for this clause 8.6 and the Surviving Clauses, all the provisions of this agreement shall lapse and cease to have effect; but neither the lapsing of those provisions nor their ceasing to have effect shall affect any accrued rights or liabilities of any party in respect of damages for non-performance of any obligation under this agreement falling due for performance prior to such lapse and cessation.

9. POST-COMPLETION COVENANTS

Records

9.1 Without prejudice to clauses 4.12 to 4.17, the Purchaser shall procure that the Target Group Companies shall provide, for a period of seven years after Completion, the Seller with reasonable access (and to take copies of), during normal business hours on any Business Day and on reasonable notice to the Purchaser, to:

(a) the books and records of account (including the ability to take copies);

(b) the accounting and tax records; and

(c) any documents, files, working papers and information (including documents stored electronically),

in each case of or relating to the Target Group Companies, to the extent pertaining to the period prior to the Completion Date and which the Seller or any member of the Seller's Group may reasonably require for bona fide tax, litigation, accounting and/or compliance purposes (in each case, at the Seller's expense and to the extent reasonably necessary for such purpose).

9.2 The Seller shall, and shall procure that the relevant members of the Seller's Group shall, provide, for a period of seven years after Completion, the Purchaser with reasonable access (and to take copies of), during normal business hours on any Business Day and on reasonable notice to the Seller to:

(a) the books and records of account (including the ability to take copies);

(b) the accounting and tax records; and

(c) any documents, files, working papers and information (including documents stored electronically),

in each case of or relating to the Target Group Companies which the Purchaser may reasonably require for bona fide tax, accounting, litigation and/or compliance purposes (in each case, at the Purchaser's expense and to the extent reasonably necessary for such purpose).

Debranding

9.3 As soon as reasonably practicable following, and in any event within [***] after the Completion Date, the Purchaser shall procure that for any Target Group Company whose name includes the word "Life" (whether in English or translated into any other language), all steps are taken and all documentation required to change the company name to a name that no longer contains the word "Life" has been filed at the relevant company registry and shall provide documentary evidence to the Seller once such entities have so changed their names.

9.4 Subject to clauses 9.5 and 9.9, with effect from Completion, the Purchaser shall and shall procure that each Target Group Company shall, as soon as reasonably practicable and, in any event, by no later than the date falling [***] after the Completion Date (the **Debranding Period**), cease the use or display on all documents, assets and materials in the possession of any Target Group Company (including on or in its business stationery, documents, signs, promotional materials, domain names, websites or social media) of any name, mark or logo which is the same as or confusingly similar to any Seller's Group Trade Marks, provided that:

(a) no member of the Purchaser's Group (including any Target Group Company) shall be obliged to remove or obscure any Seller's Group Trade Marks on any:

(i) non-public facing documents, manuals or policies in existence prior to Completion that are used solely for internal purposes, provided, and to the extent, that they continue to remain non-public facing and used solely for internal purposes; or

(ii) documents, assets or materials in connection with any licence issued to a Target Group Company by a Governmental Entity which is issued by that Governmental Entity at fixed intervals, in each case prior to the relevant renewal date for each such licence, following which the relevant Target Group Company shall have a period of [***] to carry out the rebranding activities in connection with each such licence as required under this clause 9.4; and

(b) each Target Group Company may continue to use Seller's Group Trade Marks as part of its email addresses and domain names for a period of [***] after the Completion Date, and to use email forwarding from those email addresses to any replacement email addresses for each Target Group Company for a period of [***] following that initial six month period.

9.5 With effect from the Completion Date, subject to clauses 9.7 and 9.8, the Seller hereby grants, and shall procure that any other relevant member of the Seller's Group shall grant, the Purchaser (and, if applicable, relevant members of the Purchaser's Group), from the Completion Date, a non-exclusive, non-transferable licence until the end of the Debranding Period (or the final day of the period provided by subclause 9.4(a)(ii), as applicable) to use any Seller's Group Trade Marks solely in the same manner as used by the Target Group as at the Effective Time,

provided that, in each case:

(a) the Purchaser complies with its obligations under clauses 9.3 and 9.4; and

(b) the Target Group Companies shall not hold themselves out as having any connection with the Seller's Group following such period of time,

in each case, provided that such activities are at all times in compliance with Applicable Law. Such licence shall terminate at 11:59pm on the final day of the Debranding Period (or the final day of the period provided by subclause 9.4(a)(ii), as applicable), unless terminated earlier pursuant to clause 9.6.

9.6 Notwithstanding any other provision of this agreement, the Seller may terminate the licence granted pursuant to clause 9.5 immediately by notice in writing served on the Purchaser at any time if:

(a) the Purchaser or any member of the Purchaser's Group uses or displays any of the Seller's Group Trade Marks in a manner which damages or dilutes the value or reputation of, or the goodwill relating to, any of the Seller's Group Trade Marks or any member of the Seller's Group; or

(b) the Purchaser or any member of the Purchaser's Group does or fails to do, or permits, procures or assists to be done, any act or thing that invalidates, challenges, impairs or jeopardises the rights of any member of the Seller's Group to any of the Seller's Group Trade Marks.

9.7 The Purchaser shall indemnify and hold harmless the Seller and each other member of the Seller's Group and their respective directors, employees and agents, on an after-Tax basis, from and against any and all Losses suffered or incurred by any member of the Seller's Group following Completion arising out of or in connection with any action, claim or demand by a third party against the Seller or a member of the Seller's Group arising out of or in connection with the use of the Seller's Group Trade Marks by or on behalf of any member of the Purchaser's Group pursuant to the licences in this clause 9. The indemnity in this clause 9.7 shall exclude any Losses arising out of or in connection with any action, claim or demand by any third party alleging that the use of the Seller's Group Trade Marks by or on behalf of any member of the Purchaser's Group infringes any Intellectual Property Rights of a third party, provided that any such use by or on behalf of any member of the Purchaser's Group is: (a) consistent with the use of the Seller's Group Trade Marks by the Seller's Group prior to the Effective Time; or (b) as permitted by a member of the Seller's Group in writing.

9.8 From the Completion Date, the Purchaser shall not, and shall procure that each Target Group Company shall not:

(a) represent that any member of the Seller's Group retains any connection or affiliation with any of the Target Group Companies or that the Target Group Companies retain any connection or affiliation with the Seller's Group; or

(b) register or attempt to register or acquire any rights in any name, mark, domain name or logo which is the same as or confusingly similar to any Seller's Group Trade Marks.

9.9 Clause 9.4, subclause 9.5(b) and clause 9.8 shall not prevent the Purchaser or the Target Group Companies from making use of any of the Seller's Group Trade Marks: (i) to correctly identify any products or service provided by the Target Group prior to the Effective Time; or (ii) when referencing the former name of any Target Group Company.

9.10 **Deferred Payments**

9.11 The provisions of Schedule 10 shall apply with effect from Completion.

10. INSURANCE

10.1 Between the date of this agreement and Completion the Seller shall, and shall procure that the relevant member of the Seller's Group and/or Target Group shall, maintain in force all Target Group Insurance Policies and all Seller's Insurance Policies that relate to the Target Group in all material respects on with a similar level of cover to that prevailing at the date of this agreement with respect to the Target Group, provided that this clause 10.1 shall not prevent any lapse, termination, amendments, renewals or replacements of such policies in the ordinary course of business.

10.2 The Purchaser acknowledges and agrees that from Completion:

(a) no Target Group Company shall have or be entitled to the benefit of any Seller's Insurance Policy in respect of any event, act or omission that takes place after Completion and it shall be the sole responsibility of the Purchaser to ensure that adequate insurances are put in place for the Target Group with effect from Completion;

(b) neither the Seller nor any member of the Seller's Group shall be required to maintain any Seller's Insurance Policy for the benefit of any Target Group Company, provided that as long as the Seller or any member of the Seller's Group is not required to incur any additional costs in order to do so, it shall not cancel, materially amend or take any step to invalidate any 'occurrence based' Seller's Insurance Policy under which any Target Group Company is entitled to any benefit or has any interest. Nothing in this subclause 10.2(b) shall prevent any amendments, renewals or replacements of such policies in the ordinary course of business; and

(c) no Target Group Company shall make or be entitled to make or notify a claim under any 'claims made' Seller's Insurance Policy in respect of any event, act or omission that occurred prior to Completion except in accordance with clause 10.5.

10.3 **Existing claims under any Seller's Insurance Policy**

With respect to any claim made before Completion by or on behalf of any Target Group Company under any Seller's Insurance Policy, if and to the extent that:

(a) the Target Group or the Purchaser's Group has not been indemnified (in accordance with the terms of such Seller's Insurance Policy) prior to the Completion Date in respect of the Losses for which the claim was made; or

(b) the Losses in respect of which the claim was made have not been taken into account in (i) the Accounts or (ii) the Completion Statement in the calculation of Net Debt and/or Working Capital,

the Seller shall, following a written request by the Purchaser, use reasonable endeavours (in line with its policies) to recover all monies due from insurers and shall pay any monies received (after taking into account any deductible under the Seller's Insurance Policies and less any Taxation suffered on the proceeds (or that would have been suffered but for the availability of a Relief) and any reasonable out-of-pocket expenses suffered or incurred by the Seller or any member of the Seller's Group in connection with the claim) to the Purchaser or, at the Purchaser's written direction, the relevant Target Group Company as soon as practicable after receipt, provided that (without prejudice to the obligations under this clause) no liability shall attach to the Seller or any member of the Seller's Group for any failure to recover any such monies and neither the Seller, nor any member of the Seller's Group shall be obliged to bring any such claim if doing so would be inconsistent with its policies in respect of bringing such claims.

10.4 **New claims under any occurrence-based policy**

(a) With respect to any event, act or omission relating to any Target Group Company that occurred or existed prior to Completion which is covered by an 'occurrence-based' Seller's Insurance Policy, the Seller shall, at the written request of the Purchaser or the relevant Target Group Company, make a claim under such insurance policy, provided that:

(i) the Seller shall not be obliged to make any such claim if and to the extent that such claim is covered by an insurance policy held by the Purchaser or a member of the Purchaser's Group or if a member of the Seller's Group bringing such claim would be inconsistent with its policies in respect of bringing such claims; and

(ii) the claim is notified to the Seller within 20 Business Days of the Purchaser becoming aware of the claim.

(b) In the event that the Purchaser or a Target Group Company notifies a claim pursuant to subclause 10.4(a), and the Seller brings such claim in accordance with subclause 10.4(a), the Seller shall, at the Purchaser's cost, make all necessary notifications and claims under the relevant Seller's Insurance Policy and the relevant Target Group Company shall be entitled to be paid any proceeds actually received under the Seller's Insurance Policy (less any Tax suffered on the proceeds (or that would have been suffered but for the availability of a Relief other than any Relief arising from the payment of the proceeds to the relevant Target Group Company) and any reasonable out-of-pocket expenses suffered or incurred by the Seller or any member of the Seller's Group) and the Seller shall use reasonable efforts to procure that the proceeds under the Seller's Insurance Policy are paid directly to the relevant Target Group Company or are otherwise held by the Seller as nominee for the Target Group Company, provided that:

(i) the Seller shall not be required, pursuant to any requests made by the Purchaser or any Target Group Company, to undertake or threaten litigation or incur any expenditure or liability without being put in funds by the Purchaser or such Target Group Company prior to incurring any such expenditure or liability;

(ii) neither the Purchaser nor any Target Group Company shall be entitled to any proceeds received by the Seller's Group under any Seller's Insurance Policy except if and to the extent that such proceeds relate to a claim made pursuant to subclause 10.4(a) in respect of:

(A) an event, act or omission connected with the carrying on of the business of the Target Group prior to the Completion Date; or

(B) Losses for which the relevant Target Group Company has not already been reimbursed, indemnified or otherwise compensated for whether under this agreement or otherwise;

(iii) the Purchaser shall provide (and shall procure that the relevant Target Group Company also provides) all assistance, information and co-operation reasonably requested by the Seller or the Seller's representatives (including the Seller's insurers, appointed claims handlers or any lawyers instructed in relation to such claim);

(iv) the Purchaser shall or shall procure that the relevant Target Group Company shall pay or bear any deductible or excess element of any such claim;

(v) in the event that the proceeds under the Seller's Insurance Policy are subject to Tax in the hands of the Seller and either the Target Group Company has received the proceeds directly or the Seller has paid the proceeds of the Seller's Insurance Policy to the Target Group Company without making a deduction in respect of the amount of such Tax, the Purchaser shall procure that the relevant Target Group Company reimburses the Seller for the amount of such Tax within five Business Days of written demand by the Seller; and

(vi) without prejudice to the obligations under this subclause 10.4(b), no liability shall attach to the Seller or any member of the Seller's Group for any failure to recover any such monies.

10.5 **New claims in the period between the date of this agreement and Completion**

With respect to any event, act or omission relating to any Target Group Company that occurred or existed prior to Completion that may be covered by any 'claims made' Seller's Insurance Policy in the period between the date of this agreement and Completion, the Seller shall promptly notify the relevant insurer under such insurance policy (to the extent that such event, act or omission is insured or reasonably anticipated to be insured under such insurance policy), provided that:

(a) the Seller shall not be required, pursuant to any requests made by the Purchaser or any Target Group Company, to undertake or threaten litigation or incur any expenditure or liability without being put in funds by the Purchaser or such Target Group Company prior to incurring any such expenditure or liability;

(b) the Seller shall not be obliged to notify of any such claim if and to the extent that such claim is covered by an insurance policy held by the Purchaser or a member of the Purchaser's Group or if a member of the Seller's Group bringing such claim would be inconsistent with its past policies in respect of bringing such claims;

(c) the Purchaser shall, or shall procure that the relevant Target Group Company shall, be liable for any deductible or excess payable in respect of the claim; and

(d) without prejudice to the obligations under this clause 10.5, no liability shall attach to the Seller or any member of the Seller's Group for any failure to recover any such monies.

10.6 In this clause 10:

Seller's Insurance Policies means all insurance policies (whether under policies maintained with third party insurers or any member of the Seller's Group), other than Target Group Insurance

Policies, maintained by the Seller's Group under which, immediately prior to Completion, any Target Group Company is entitled to any benefit or has any interest, and **Seller's Insurance Policy** means any one of them; and

Target Group Insurance Policies means all insurance policies held exclusively by and for the benefit of the Target Group Companies.

11. NON-COMPETITION AND NON-SOLICITATION

11.1 In this clause 11:

(a) **Restricted Activity** means the research, development and Commercialisation of innovative molecular imaging agents, as conducted by any Target Group Company in a Restricted Territory during the year preceding Completion; and

(b) **Restricted Territory** means any country (including the [***] in which a Target Group Company conducted its business during the year preceding Completion, other than [***].

11.2 Each of the Seller and Life Healthcare Group Holdings Limited covenants with the Purchaser, each member of the Purchaser's Group and each Target Group Company that it shall not and shall procure that no other member of the Seller's Group shall (directly or indirectly):

(a) for a period of [***] after Completion, whether on its own behalf or with or on behalf of any other person, own, operate, carry on or be engaged, concerned or interested, whether as a shareholder, director, partner, agent or otherwise in any business which carries on the Restricted Activity and which is or is likely to be in competition with the Restricted Activity; or

(b) for a period of [***] after Completion, whether on its own behalf or with or on behalf of any other person, directly or indirectly offer employment to or offer to conclude any contract of services with, induce or attempt to induce any person who is at Completion a Senior Employee of a Target Group Company to leave the employment of that Target Group Company, or procure or facilitate the making of such an offer by any person or solicit or entice, or endeavour to solicit or entice, any such person to terminate their employment or engagement with that Target Group Company;

(c) for a period of [***] after Completion, whether on its own behalf or with or on behalf of any other person, canvass, solicit or approach or cause to be canvassed, solicited or approached (in relation to a business which could reasonably be expected to compete with all or any material part of the Business) any person who at any time during the year preceding Completion was a client or customer, of the Target Group; or

(d) for a period of [***] after Completion, whether on its own behalf or with or on behalf of any other person, knowingly interfere or seek to interfere with the supply of goods or services to any Target Group Company by any person who at any time during the year preceding Completion was a supplier of goods or services to such Target Group Company if such interference would cause or is reasonably likely to cause that supplier to cease supplying or materially reduce its supply of such goods or services to the relevant Target Group Company, or to vary materially and adversely the terms on which it conducts business with the Target Group Company.

11.3 The restrictions in subclause 11.2(a) shall not:

(a) prevent a member of the Seller's Group from holding shares or debentures in a listed company that carries on a Restricted Activity, provided that such shares or debentures confer not more than 5% of the votes which could normally be cast at a general meeting of that company;

(b) apply (or, as the case may be, shall cease to apply) to the extent that any member of the Seller's Group after Completion acquires any company or business and, as a result of that acquisition, acquires a company or business which carries on a Restricted Activity (the **Relevant Interest**), provided that the Relevant Interest is no more than a *de minimis* proportion (i.e. less than 25%) of the business activities of the company acquired; or

(c) prevent the Seller's Group from carrying on the business(es) or range of business(es) carried on by the Seller's Group (other than the Business) at Completion or the expansion of any such business(es) in substantially the same form as the form in which they are carried on at the date of this agreement.

11.4 Each of the Purchaser (and the Purchaser's Guarantor) and the Seller (and the Seller's Guarantor) covenant to each other respectively that it shall not, and shall procure that no other member of the Purchaser's Group or Seller's Group (as applicable) shall, directly or indirectly, until the earlier of (i) the Completion Date or (ii) if this agreement is terminated in accordance with its terms, the date falling [***] after the date of such termination, without the other party's prior written consent, whether on its own behalf or with or on behalf of any other person directly or indirectly offer employment to or offer to conclude any contract of services with, induce or attempt to induce any person who is as at the date of this agreement a senior or management level employee of the other party (a **Restricted Employee**) to leave the employment of that party, or procure or facilitate the making of such an offer by any person or solicit or entice, or endeavour to solicit or entice, any such person to terminate their employment or engagement with the Purchaser's Group or Seller's Group (as applicable).

11.5 The restrictions in subclause 11.2(b) shall not prevent any member of the Seller's Group or the Purchaser's Group (as applicable) from:

(a) publishing any recruitment advertisement in any local or national newspaper or other publication or on any website, or from negotiating with any person who has not been employed by any Target Company within the prior [***] who replies to any such advertisement or who initiates any contact with the relevant member of the Seller's Group or Purchaser's Group (as applicable); or

(b) hiring any Senior Employee whose duties have been terminated by the relevant Target Group Company who employed such Senior Employee.

11.6 Each of the restrictions in each paragraph, clause or subclause above shall be enforceable independently of each of the others and its validity shall not be affected if any of the others is invalid.

11.7 Clause 11.2, may be enforced by each member of the Purchaser's Group and each Target Group Company against the Seller under the Contracts (Rights of Third Parties) Act 1999 and clause 11.4 may be enforced by each member of the Seller's Group and each Target Group Company against the Purchaser under the Contracts (Rights of Third Parties) Act 1999. The provisions of clause 11.2 and 11.4 may be varied by agreement between the Seller and the Purchaser (and the Purchaser and Seller (as applicable) may also settle in whole in whole or in part any liability in respect of rights or claims contemplated by clause 11.2 and clause 11.4) without the consent of any Target Group Company.

11.8 The Seller agrees that the restrictions of the Seller and Seller's Group contained in this clause 11 are no greater than is reasonable and necessary for the protection of the interests of the Purchaser's Group and the Target Group Companies, but if any such restriction shall be held to be void but

would be valid if deleted in part or reduced in application, such restriction shall apply with such deletion or modification as may be necessary to make it valid and enforceable.

11.9 The Purchaser agrees that the restrictions of the Purchaser and the Purchaser's Group contained in this clause 11 are no greater than is reasonable and necessary for the protection of the interests of the Seller's Group and the Target Group Companies, but if any such restriction shall be held to be void but would be valid if deleted in part or reduced in application, such restriction shall apply with such deletion or modification as may be necessary to make it valid and enforceable.

12. INTRA-GROUP LOANS AND GUARANTEES

12.1 At Completion, in accordance with clause 8.2 and subject to clauses 12.3 and 12.4:

(a) the Purchaser shall procure that a payment is made (by or on behalf of the relevant Target Group Companies) to the Seller (for itself or, as the case may be, as agent for the member(s) of the Seller's Group to which the Estimated Intra-Group Payables are owed) of an amount in Dollars equal to each of the Estimated Intra-Group Payables (if any) which are payable by a Target Group Company as notified to the Purchaser in the Pre-Completion Estimate and each of the relevant Intra-Group Payables shall be treated as discharged to the extent of that payment; and

(b) the Seller shall (for itself or, as the case may be, as agent for the relevant member(s) of the Seller's Group) pay the Purchaser (as agent for the Target Group Companies to which the Intra-Group Receivables are owed) an amount in Dollars equal to each of the Estimated Intra-Group Receivables (if any) of the Target Group Companies as notified to the Purchaser in the Pre-Completion Estimate and each of the relevant Intra-Group Receivables shall be treated as discharged to the extent of that payment.

12.2 Subject to clauses 12.3 and 12.4, if:

(a) any Intra-Group Payable (as included in the Completion Balance Sheet) is greater than the applicable Estimated Intra-Group Payable (as included in the Pre-Completion Estimate), or any Intra-Group Receivable (as included in the Completion Balance Sheet) is less than the applicable Estimated Intra-Group Receivable (as included in the Pre-Completion Estimate), the Purchaser shall procure that a payment is made (by or on behalf of the Target Group Companies) to the Seller (for itself or, as the case may be, as agent for the member(s) of the Seller's Group) of an amount in Dollars equal to the difference; and

(b) any Intra-Group Payable (as included in the Completion Balance Sheet) is less than the applicable Estimated Intra-Group Payable (as included in the Pre-Completion Estimate), or any Intra-Group Receivable (as included in the Completion Balance Sheet) is greater than the applicable Estimated Intra-Group Receivable (as included in the Pre-Completion Estimate), the Seller shall (for itself or, as the case may be, as agent for the member(s) of the Seller's Group) pay to the Purchaser (as agent for the Target Group Companies) an amount in Dollars equal to the difference.

12.3 The obligations of the Purchaser and the Seller to make or procure payment to one another, to or on behalf of the relevant Target Group Companies under clause 12.2 must be satisfied within five Business Days following the date on which the Completion Statement has been finally agreed and/or determined (as applicable) in accordance with Schedule 8, and may be satisfied (solely as a settlement convenience, and without altering any of these obligations) by the payment of a single net amount from one to the other.

12.4 Payments made in accordance with clauses 12.1 and 12.2 shall be made subject to any deductions or withholdings for or on account of Tax which are required by law.

12.5 The Seller hereby agrees (on behalf of itself and each other member of the Seller's Group for the time being) that, if the Purchaser discharges its obligations as contemplated by clause 12.2, no member of the Seller's Group from time to time shall thereafter have any rights or claims against the Purchaser or any Target Group Company in respect of the Intra-Group Payables or any part of them and the Seller shall, at the written request of the Purchaser, procure that any member of the Seller's Group to which Intra-Group Payables are owing waives those Intra-Group Payables by executing a deed of waiver in such form as the Purchaser shall reasonably require or, if that is not permissible or practicable or would give rise to adverse tax consequences, shall procure that such Intra-Group Payables are discharged or otherwise eliminated at no cost to any member of the Purchaser's Group or any Target Group Company.

12.6 The Purchaser hereby agrees (on behalf of itself and each Target Group Company) that, if the Seller discharges its obligations as contemplated by clause 12.2, no Target Group Company from time to time shall thereafter have any rights or claims against the Seller or any other member of the Seller's Group in respect of the Intra-Group Receivables or any part of them and the Purchaser shall, at the request of the Seller, procure that any Target Group Company to which Intra-Group Receivables are owing waives those Intra-Group Receivables by executing a deed of waiver in such form as the Seller shall reasonably require or, if that is not permissible or practicable or would give rise to adverse tax consequences, shall procure that such Intra-Group Receivables are discharged or otherwise eliminated at no cost to any member of the Seller's Group.

12.7 The Seller shall procure that the Trade Debts owing by any member of the Seller's Group to a Target Group Company as at Completion shall be settled in the ordinary course after Completion.

12.8 The Purchaser shall procure that the Trade Debts owing by any Target Group Company to a member of the Seller's Group as at Completion shall be settled in the ordinary course after Completion.

12.9 As from Completion:

(a) the Purchaser shall use all reasonable endeavours to procure (which shall include, in the case of any guarantee, offering a replacement guarantee) that each member of the Seller's Group is released from all guarantees and indemnities which have been given by that member in respect of:

(i) the [***] Guarantee (including, solely to the extent relating to liabilities under or in respect of the [***] Guarantee, any guarantee or indemnity given by the Seller or any other member of the Seller's Group pursuant to the sale and purchase agreement relating to the sale by the Seller and the purchase by [***] of the entire issued share capital of [***] (as amended from time to time); and/or

(ii) any liability or obligation of any Target Group Company and of which particulars are set out in the Signing Disclosure Letter,

(iii) and pending such release the Purchaser shall indemnify that member against all liabilities under those guarantees and indemnities; and

(b) the Seller shall use all reasonable endeavours to procure that each member of the Target Group is released from all guarantees and indemnities which have been given by that member in respect of any liability or obligation of any member of the Seller's Group and pending such release the Seller shall indemnify that member against all liabilities under those guarantees and indemnities.

12.10 Clause 12.9 may be enforced by each relevant member of the Seller's Group or Target Group against the Purchaser or Seller (as applicable) under the Contracts (Rights of Third Parties) Act 1999. The provisions of clause 12.9 may be varied by agreement between the Seller and the Purchaser (and the Seller and/or Purchaser (as applicable) may also settle in whole or in part any liability in respect of rights or claims contemplated by clause 12.9) without the consent of any other member of the Seller's Group or Target Group.

12.11 Without prejudice to the other provisions of this clause 12 in relation to Intra-Group Payables, Intra-Group Receivables and Trade Debts, with effect from Completion, and save in respect of any liabilities or obligations pursuant to and in accordance with the Transaction Documents or for breach of the Transaction Documents, the Seller shall, and shall procure that each applicable member of the Seller's Group shall, and the Purchaser shall procure that each Target Group Company shall:

(a) procure that all Related Party Arrangements are terminated on or as soon as reasonably practicable after Completion:

(i) at no cost to the Target Group Companies or the Seller's Group;

(ii) with no residual liability for the Target Group Companies or the Seller's Group, other than any Trade Debts to be settled in the ordinary course of business; and

(iii) without any residual rights for any member of the Seller's Group (including, for the avoidance of doubt, any residual licence for the use of Intellectual Property Rights and/or know-how of any Target Group Company or its business) or the Target Group Companies,

it being acknowledged and agreed by the parties that this clause 12.11 shall be sufficient to effect such termination of such Related Party Arrangements on the terms set out in this clause 12.11; and

(b) with effect from Completion:

(i) release and discharge each Target Group Company and each member of the Seller's Group, respectively, from any and all liabilities or obligations to the applicable members of the Seller's Group or Target Group Companies, respectively (including in respect of such Related Party Arrangements); and

(ii) procure that each member of the Seller's Group or Target Group Company, respectively, shall waive any and all claims (in the absence of fraud) it has or may have against any Target Group Company or member of the Seller's Group, respectively (including in respect of such Related Party Arrangements).

13. SELLER'S WARRANTIES

13.1 The Seller warrants to the Purchaser that, subject to the provisions of this agreement and in particular to the provisions of Schedule 5, each of the Seller's Warranties:

(a) is true and accurate as at the date of this agreement with reference to the facts and circumstances then subsisting; and

(b) will be true and accurate as at Completion as if they had been repeated at such time by reference to the facts and circumstances then subsisting and, for this purpose, any express or implied reference in such Seller's Warranties to facts as at the date of this agreement is to be construed as a reference to Completion and any reference to a period of time prior to the date

of this agreement shall be construed as the period of time between the date of this agreement and Completion.

13.2 The Seller shall deliver the Completion Disclosure Letter to the Purchaser on the Completion Date, disclosing any facts, matters or circumstances arising between the date of this agreement and Completion that would result in any of the Seller's Warranties (other than the Seller's Fundamental Warranties) being untrue or inaccurate when repeated as at Completion.

14. W&I INSURANCE

14.1 Purchaser's recourse for Warranty Claims and Tax Covenant Claims

Notwithstanding any other provision of this agreement or any other Transaction Document (except in the case of fraud by the Seller or any member of the Seller's Group):

(a) the Purchaser agrees that it will not be entitled to make, will not make, and irrevocably waives any right it may have to make any Warranty Claim (other than any Fundamental Warranty Claim) or any Tax Covenant Claim against the Seller except:

(i) to the extent of USD1 in aggregate; or

(ii) where such claim is required to permit or facilitate a claim by the Purchaser under the W&I Insurance Policy against the W&I Insurer, but only on the basis that the Seller's liability for the claim shall not exceed USD1 in aggregate;

(b) the Purchaser's sole potential recourse in respect of all and any Warranty Claims (other than any Fundamental Warranty Claim) and Tax Covenant Claims shall, except to the extent of USD1 in aggregate, be under the W&I Insurance Policy; and

(c) any inability of the Purchaser to pursue or obtain any remedy in respect of any Warranty Claim (other than any Fundamental Warranty Claim) or Tax Covenant Claim under the W&I Insurance Policy, whether due to policy terms, exceptions or exclusions, validity (including if the W&I Insurance Policy is invalid due to the insolvency, breach or default of any person), creditworthiness or for any other reason, shall not affect or in any way increase the liability of the Seller under this agreement.

14.2 This clause prevails

If there is any conflict or other inconsistency between this clause 14.2 and any other provision of this agreement or any other Transaction Document, this clause 14.2 shall prevail.

15. PURCHASER'S WARRANTIES AND UNDERTAKINGS

15.1 The Purchaser warrants to the Seller as at the date of this agreement and at Completion that:

(a) it is a company validly existing under the law of its jurisdiction of incorporation;

(b) it has the requisite power, capacity and authority to execute and deliver this agreement and each of the other Transaction Documents to which it is or will be a party, and (subject always to clause 4) to perform its obligations under each of them, and has taken all action necessary to validly authorise such execution and delivery and the performance of such obligations;

(c) this agreement when executed constitutes, and each of the other Transaction Documents to which it is or will be a party will when executed constitute, legal, valid and binding obligations of the Purchaser and is enforceable in accordance with its and their respective terms;

(d) the execution and delivery by the Purchaser of this agreement and of each of the other Transaction Documents to which it is or will be a party and the performance of the obligations of the Purchaser under it and each such other Transaction Document does not and will not conflict with or constitute a material default or material breach under any provision of:

(i) any agreement or instrument to which the Purchaser is a party or by which it is bound; or

(ii) the constitutional documents of the Purchaser; or

(iii) any law, lien, lease, order, judgment, award, injunction, decree, ordinance, or regulation or any other restriction of any kind or character by which the Purchaser is bound;

in each case that would reasonably be expected to have a material adverse effect on the Purchaser's ability to consummate the transactions contemplated by this agreement on or before the Long Stop Date;

(e) all authorisations from, and notices or filings with, each applicable Governmental Entity (other than those included in the Conditions) that are necessary to enable the Purchaser to execute, deliver and perform its obligations under this agreement and each of the other Transaction Documents to which it is or will be a party have been obtained or made (as the case may be) and are in full force and effect and all conditions of each such authorisation have been complied with;

(f) the Purchaser is not insolvent under the laws of any relevant jurisdiction or unable to pay its debts as they fall due and the Purchaser has not stopped paying its debts as they fall due;

(g) no administrator, receiver or administrative receiver has been appointed in respect of the whole or any part of the assets or undertakings of the Purchaser;

(h) no order has been made and no resolution has been passed for the winding-up of the Purchaser and, so far as the Purchaser is aware, no petition has been presented for that purpose;

(i) no voluntary arrangement, compromise or similar arrangement with creditors has been proposed, agreed or sanctioned in respect of the Purchaser;

(j) outside the UK, no event or circumstance has occurred or exists analogous to those described in subclauses 15.1(f) to (i);

(k) there are no:

(i) outstanding judgments, orders, injunctions or decrees of any Governmental Entity or arbitration tribunal against the Purchaser;

(ii) lawsuits, actions or proceedings pending or, to the Purchaser's knowledge, threatened against, the Purchaser; or

(iii) investigations by any Governmental Entity which are pending or, to the Purchaser's knowledge, threatened against the Purchaser,

which have adversely affected, or that would reasonably be expected to affect adversely, the Purchaser's right and ability to perform its obligations under this agreement or each of the other Transaction Documents in any material respect;

(l) the W&I Insurance Policy includes terms to the effect that the W&I Insurer will only be entitled to subrogate against the Seller or make any claim for contribution or otherwise if the relevant Losses arose in whole or in part out of the Seller's fraud or fraudulent misrepresentation and then only to the extent of the rights of recovery relating directly to the Seller's fraud or fraudulent misrepresentation;

(m) neither the Purchaser nor: (i) any other member of the Purchaser's Group; or (ii) any of the Purchaser's officers or, directors is a Restricted Person;

(n) the Purchaser has (and on the Completion Date shall have) immediately available on an unconditional basis the necessary cash resources to meet its obligations under this agreement, and each of the other Transaction Documents to which it is or shall be a party, including payment of the Consideration, *provided, however*, that the Purchaser shall have no liability to the Seller with respect to a breach of this paragraph (n) to the extent that the Seller has recovered any amount relating to such breach from the Purchaser's Guarantor.

15.2 Except as otherwise contemplated by this agreement, the Purchaser undertakes to the Seller (save in the case of fraud (to the maximum extent permitted by law)) not to initiate or pursue (either directly or through any other person including any member of the Purchaser's Group) proceedings of any kind (and, to the extent it has any rights to do so, hereby waives any rights it may have) against any Target Group Company, any member of the Seller's Group or each of the forgoing's respective current or former directors, officers, employees, agents or advisers (**Related Parties**) in each case in respect of any conduct, default or omission of any such person or in respect of any warranty, representation or statement made to any party or any of its Affiliates, or in relation to the Seller's Warranties, the Signing Disclosure Letter, or information contained in the Data Room, or in any way in connection with the Transaction (except as may be expressly agreed in writing between the Purchaser and any particular Related Party).

15.3 With effect from Completion the Purchaser shall, and shall procure that each Target Group Company shall, release and discharge each Outgoing Director from any and all liabilities or obligations to a Target Group Company and shall procure that each Target Group Company shall waive any and all claims (in the absence of fraud (to the maximum extent permitted by law)) it has or may have against any Outgoing Director in connection with the Outgoing Director's appointment as a director of any Target Group Company.

16. TAX MATTERS

The provisions of clauses 17, and 18.2 to 18.18 and Schedule 6 shall have effect from Completion.

17. SPECIFIC INDEMNITIES

17.1 The Seller covenants with the Purchaser to pay to the Purchaser an amount equal to:

(a) any Actual Tax Liability of [***] (after using any available Reliefs other than a Purchaser's Relief) arising on or before Completion as a result of or in connection with [***];

(b) any Actual Tax Liability of [***] (after using any available Reliefs other than a Purchaser's Relief) as a result of, or in connection with, [***]; and

(c) any third-party costs or expenses reasonably incurred by the Purchaser or the Target Group in connection with

(i) any Actual Tax Liability referred to in subclause 17.1(a) or (b) (including such costs or expenses so incurred in taking any action in relation to a Tax Authority to avoid,

eliminate, resist or settle any such item), including at the Seller's direction under clause 18; or

(ii) taking any action under clause 17 or 18 (to the extent not already compensated under clause 18).

17.2 For the purposes of subclause 17.1(a) and (b), a Relief other than a Purchaser's Relief shall be treated as available where the Purchaser or, after Completion, a Target Group Company, has used such Relief against income, profits or gains arising before, on, or after Completion save where: (i) such Relief has been used against any Actual Tax Liability falling within clause 17.1; or (ii) such Relief has been used against a liability for which a Tax Claim could otherwise have been made; or (iii) to the extent such Relief is or reflected or otherwise taken into account in reducing any liability in the Completion Balance Sheet. For the avoidance of doubt, a Relief is available notwithstanding that it may be necessary to take procedural steps, such as the making of a claim or election, in order to benefit from such Relief.

17.3 Subject to clause 17.4, the Seller shall make any payment under clause 17.1: (i) within 10 Business Days after the date on which written demand of the amount due is received by the Seller from the Purchaser; or (ii) if later:

(a) subject to subclause (b) below, if the payment relates to an Actual Tax Liability which has not at the date of that demand become due, on the date five Business Days before the date on which payment is due in respect of that Actual Tax Liability;

(b) if the payment relates to an Actual Tax Liability to which clause 17.1 applies and which is the subject of a dispute with the relevant Taxation Authority, the date on which the liability is finally determined, subject to the provisions of clauses 18.7 to 18.9;

17.4 If the Seller has received **[***]** in payments under clause 4 or pursuant to any other Transaction Document (other than any TSA), the payment under clause 17.3 shall be made by the Seller. If the Seller has not received **[***]** under clause 4 or pursuant to any other Transaction Document (other than any TSA) at the time that such Claim is finally determined, then the Seller shall not be required to make payment at that time and the Purchaser shall be entitled to set-off the full amount due to it in under clause 17.3 in connection with, or in relation to, such Claim against any payments required to be made by the Purchaser (other than payments for which the due date of payment in accordance with the terms of this Agreement has passed) under clause 4 of this Agreement or pursuant to any other Transaction Document (other than any TSA).

17.5 The covenants contained in clause 17.1 shall not apply to a Tax Liability if and only to the extent that:

(a) the Tax Liability would not have arisen but for a failure by the Purchaser to comply with any of its obligations under clause 18;

(b) the Tax Liability would not have arisen but for a Relevant Voluntary Act other than an act permitted by clause 17.6;

(c) the Tax Liability would not have arisen but for a Relevant Change of Law or Relevant Accounting Change.

17.6 [***]:

(a) [***];

(b) [***];

(c) [***]; and

(d) [***].

18. CONDUCT OF SPECIFIC TAX ASSESSMENT AND INFORMATION SHARING

Conduct of Specific Tax Assessment

18.1 Before Completion, Seller shall:

(a) if the Seller or any Target Group Company becomes aware of a Clause 17.1(b) Assessment, notify the Purchaser in writing within a reasonable time after it becomes aware of the Clause 17.1(b) Assessment specifying the relevant facts (including the Seller's estimate (to the extent possible) on a without prejudice basis, of the amount of such Clause 17.1(b) Assessment; and

(b) provide to the Purchaser, within a reasonable period from the date of receipt or submission, copies of any material correspondence received from or submitted to a Tax Authority so far as it relates to a Specific Tax Assessment.

18.2 The remaining provisions of this clause 18 shall apply with effect from Completion.

18.3 If the Purchaser or a Target Group Company becomes aware of a Clause 17.1(b) Assessment, the Purchaser shall give notice to the Seller specifying the relevant facts (including the Purchaser's estimate (to the extent possible), on a without prejudice basis, of the amount of such Clause 17.1(b) Assessment) as soon as reasonably practicable (and in any event within 10 Business Days) after it or the Target Group Company (as the case may be) becomes aware of the Clause 17.1(b) Assessment. The giving of notice under this clause 18.3 shall not be a condition precedent to the Seller's liability in respect of a Specific Tax Assessment.

18.4 The Seller and the Purchaser shall co-operate in good faith and consult with each other in relation to the steps to be taken by the relevant Target Group Company to avoid, dispute, resist, appeal, compromise or defend the Specific Tax Assessment, and in particular and without limitation, the Purchaser shall procure that:

(a) the Seller is consulted in relation to the Specific Tax Assessment and (subject to clause 18.8 below) any reasonable comments of the Seller are taken into account in the approach taken to the Specific Tax Assessment;

(b) the Seller is kept informed of the progress of matters relating to the Specific Tax Assessment;

(c) the Seller receives copies of, or (where necessary to exclude information that is does not relate to the Specific Tax Assessment) extracts from, all material written correspondence to, or from, any Tax Authority which are received by the Purchaser or a Target Group Company insofar as it is relevant to any Specific Tax Assessment as soon as reasonably practicable following their receipt;

(d) the Seller receives drafts of any material documents, claims, notices or other correspondence relevant to the Specific Tax Assessment which are proposed to be submitted to a Tax Authority by the Purchaser or a Target Group Company. If such a document is required to be submitted or sent to a Tax Authority and a time limit applies to such submission or correspondence, the Purchaser shall procure, that the Seller receives the document within a reasonable period taking into account the nature of the request by the Tax Authority and the time required by the Seller to consider and provide any comments on the document and no later than ten (10) Business Days before the expiry of the time limit (without taking into account any extension agreed with a Tax Authority as set out below). The Purchaser shall

consider in good faith any reasonable written comments of the Seller and, in the case of a Seller Tax Assessment shall procure that such reasonable comments are reflected in any such document that is submitted or sent to a Tax Authority, provided that such comments are received by the Purchaser at least three (3) Business Days before the expiry of any relevant time limit (provided that, at the Seller's request and where legally possible, the Purchaser shall take reasonable steps to agree to an extension to any time limit with the relevant Tax Authority); and

(e) the Seller is offered the opportunity to participate (or for its advisers to participate), acting reasonably and in good faith, in any material discussions with the Tax Authority relating to the Specific Tax Assessment to the extent permitted by law or by the relevant Tax Authority, provided that the Seller and the Purchaser shall agree in advance on the approach to be taken in such discussions with a Tax Authority and neither the Seller nor the Purchaser shall take a contrary position during any discussions with the Tax Authority; and

(f) no Seller Tax Assessment or Purchaser Tax Assessment to the extent that such assessment falls within paragraph (b)(i) of the definition thereof is settled, agreed or otherwise compromised without the prior written consent of the Seller, such consent not to be unreasonably withheld or delayed.

18.5 The Purchaser shall not be required to take any action under this clause 18 involving incurring third party costs if the Seller is in breach of its obligations under subclause 17.1(c).

18.6 The Purchaser shall procure that the Seller and its duly authorised agents are afforded such assistance and information in the relevant Target Group Company's possession as it or they reasonably require to enable the Seller to exercise its rights under this clause 18 in relation to the Specific Tax Assessment, provided that nothing in this clause 18.6 shall oblige the Purchaser or any member of the Target Group to disclose any information that is commercially sensitive and relates solely to a period after Completion.

18.7 The Seller shall procure that the Purchaser and its duly authorised agents are afforded such assistance and information in the Seller's or the relevant member of the Seller's Group's possession as it or they reasonably require to enable the Purchaser to exercise its rights under this clause 18 in relation to the Specific Tax Assessment, provided that nothing in this clause 18.7 shall oblige the Seller or any member of the Seller's Group to disclose any information that is commercially sensitive or legally privileged.

18.8 [***]:

(a) [***];

(b) [***]; and

(c) [***].

18.9 If the Purchaser proposes to settle or compromise a Purchaser Tax Assessment, it shall notify the Seller and the Seller may elect to require the relevant Target Group Company to continue to dispute the Purchaser Tax Assessment provided that the Seller indemnifies the Purchaser and the relevant Target Group Company for the Tax and any third party costs and expenses that the relevant Target Group Company incurs as a result of the Actual Tax Liability that is Finally Determined being higher than the Tax liability for which the Purchaser was proposing to settle or compromise the relevant Purchaser Tax Assessment, in which case the assessment shall thereafter be treated for the purposes of this clause 18 as a Seller Tax Assessment. Any such payment under this clause 18.9 shall be made in cash on the day falling ten (10) Business Days after the date on which the relevant Specific Indemnity Claim is Finally Determined or the relevant third party costs and expenses are

incurred. The financial limit in paragraph 3(c) of Schedule 5 shall not apply to any additional Tax or third party costs and expenses payable under this clause 18.9.

18.10 The Seller may at any time notify the Purchaser that it intends to direct the conduct of a Seller Tax Assessment or any matters giving rise to it, in which case, and subject to the provisions of clauses 18.11 and 18.13, the relevant Target Group Company shall (and the Purchaser shall procure that the Target Group Company shall) take such action as the Seller may reasonably request to avoid, reduce, dispute, resist, appeal, compromise or defend the Specific Tax Assessment and any proceedings in respect of that Specific Tax Assessment.

18.11 Notwithstanding anything to the contrary in this clause 18, in exercising its rights under this clause 18, the Seller shall act as it would in any event act, without reference to the Purchaser's obligation to satisfy any Tax liability above the financial limit in paragraph 3(c) of Schedule 5.

18.12 If a Target Group Company is required to make a payment on account to any Tax Authority in connection with a Seller Tax Assessment (including in order to take any step to appeal or otherwise dispute the Seller Tax Assessment) or demonstrates to the reasonable satisfaction of the Seller that it would suffer a material adverse effect (including where its exposure in respect of a Seller Tax Assessment is likely to become in excess of (or to become further in excess of) the financial limit set out in paragraph 3(c) of Schedule 5) unless it makes such a payment on account, the Purchaser may notify the Seller in writing to this effect (such notice being a **Payment on Account Notice**). The Payment on Account Notice shall set out the amount of the payment on account that the Target Group Company wishes to make and the amount of such payment on account attributable to the Seller (not exceeding the liability that the Seller would have under this Agreement in respect of the Tax that is the subject of the Specific Tax Assessment).

18.13 If the Seller does not pay to the Purchaser the amount that is identified as being payable by it in the Payment on Account Notice within 10 Business Days of receipt of the Payment on Account Notice or such earlier time as may be necessary in order to comply with any statutory obligation to make such payment in order to continue to dispute the Seller Tax Assessment, the Seller Tax Assessment shall be treated for the purposes of this clause 18 as if it was a Purchaser Tax Assessment. The Purchaser shall procure that the Target Group Company pays the full amount of any payment made by the Seller pursuant to this clause 18.13 to the relevant Tax Authority.

18.14 If the Seller makes a payment to the Purchaser pursuant a Payment on Account Notice or in the course of the exercise of its rights under clause 18.12 such payment shall, to the extent that it satisfies a liability to make an actual payment of Taxation (to which the payment on account corresponds), be deemed to discharge the liability of the Seller to the Purchaser under clause 17.1 in respect of such liability.

18.15 If the Seller makes a payment to the Purchaser pursuant to a Payment on Account Notice (the **Seller Payment on Account**) and the Specific Tax Assessment is settled or compromised for a lesser sum than the amount of the Seller Payment on Account, then the difference between the Seller Payment on Account and the amount for which the Specific Tax Assessment is settled or compromised shall be repaid to the Seller within ten (10) Business Days after, as applicable: (i) the receipt of a repayment in respect thereof by the Target Group Company or any member of the Purchaser's Group from the relevant Tax Authority (and the Purchaser shall procure that all reasonable endeavours are used to obtain such repayment); or (ii) if such a repayment is set off against any other amount payable to the relevant Tax Authority, the date upon which that other amount would otherwise have been due for payment.

18.16 Neither the Purchaser nor any Target Group Company shall be required to take, nor shall the Seller be permitted to take any action under clause 18 in relation to a Specific Tax Assessment which:

(a) the Purchaser or relevant Target Group Company reasonably considers will require it to engage in fraudulent conduct, conduct involving dishonesty, or the commission of, or participation in, any criminal offence or conduct;

(b) relates to any communication to a Tax Authority in respect of the Specific Tax Assessment where the Purchaser or relevant Target Group Company reasonably considers that such communication would be misleading if submitted in the form proposed by the Seller (provided that the Purchaser shall provide the Seller with its reasons for so considering and the Seller shall have the opportunity to amend such communication);

(c) relates to the non-disclosure of any document or matter to a Tax Authority in connection with the Specific Tax Assessment where the Purchaser or a relevant Target Group Company reasonably considers that such non-disclosure would be misleading;

(d) could reasonably be expected to increase any Tax liabilities of the Target Group Companies (other than a liability that is the subject of the Specific Tax Assessment), save where the Seller has agreed to pay the Purchaser an amount (to be agreed between the Seller and the Purchaser, acting reasonably) to compensate the Purchaser for such additional Tax liabilities of the Target Group Companies; or

(e) involves an appeal beyond the first tier tribunal (or equivalent court or tribunal outside the UK) without an opinion from jointly chosen and nationally recognised leading Tax counsel that: (i) the appeal will, on the balance of probabilities, be won; and (ii) it is reasonable, in all the circumstances, to proceed with such an appeal in the manner proposed by the Seller.

Information sharing

18.17 The Seller shall provide and shall procure that relevant members of the Seller's Group shall provide the Purchaser, at the Purchaser's expense (provided that there will be no recharge for any internal employee or management time and the Seller shall not incur any third party expense without the Purchaser's prior written agreement to reimburse such expense), with such information in the possession of the Seller or other member of the Seller's Group and not in the possession of the Purchaser or a Target Group Company or such reasonable assistance as is reasonably required by the Purchaser, to enable the Target Group Companies to comply with any obligations relating to Taxation or facilitate the management or settlement of their own Taxation affairs, in each case in respect of accounting periods commencing on or before Completion.

18.18 The Purchaser shall provide and shall procure that relevant Target Group Company shall provide the Seller, at the Seller's expense (provided that there will be no recharge for any internal employee or management time the Purchaser shall not incur any third party expense without the Seller's prior written agreement to reimburse such expense), with such information in the possession of the Purchaser or any Target Group Company and not in the possession of the Seller or other member of the Seller's Group such reasonable assistance as is reasonably required by the Seller, to enable the Seller or any member of the Seller's Group to comply with any obligations relating to Taxation or facilitate the management or settlement of their own Taxation affairs, in each case in respect of accounting periods beginning before Completion.

19. INCENTIVES

19.1 **Application of this clause**

(a) The Seller and the Purchaser agree that the following clauses 19.2 to 19.10 will apply in respect of any Incentive Awards which vest or require payment to be made to any current or former Employee, director, officer or consultant of any Target Group Company following Completion.

19.2 **Treatment of Incentive Awards**

(a) The Seller confirms and agrees, and as necessary agrees to procure, that all Share Awards which are subsisting at Completion will (to the extent not already vested or lapsed on or prior to Completion) vest or lapse on Completion so that no Share Awards will remain subsisting following Completion.

(b) All Share Awards under the LTIP that were granted in FY2022 have vested and Seller confirms these will be satisfied by the Target Group in cash by the end of February 2025. Share Awards outstanding under the LTIP that were granted in FY2023 will vest in full in accordance with their terms and will be satisfied by the Target Group in cash on the earlier of (i) their normal vesting date or (ii) Completion.

(c) Share Awards outstanding under the CIP will vest in full on Completion and will be satisfied by the Seller in shares.

(d) Share Awards outstanding under the SIP (which, for the avoidance of doubt, the Seller confirms include only SIP Cash Payment Amounts and SIP Deferred Payment Amounts) and granted in FY2024 will be or Seller confirms have been treated as follows:

(i) SIP Cash Payment Amounts were satisfied in full by the Target Group in December 2024 in accordance with the SIP Rules; and

(ii) any unvested SIP Deferred Payment Amounts will be accelerated and satisfied in full at 100% by the Target Group in cash at Completion.

(e) Share Awards outstanding under the SIP (which for the avoidance of doubt, will include only SIP Cash Payment Amounts and SIP Deferred Payment Amounts) and granted in FY2025 will be treated as follows:

(i) if Completion occurs prior to 30 September 2025 for any SIP Cash Payment Amount and/or SIP Deferred Payment Amount, the Seller will procure that a pro rata amount of the relevant SIP Cash Payment Amount and/or SIP Deferred Payment Amount (as applicable) calculated up until the date of Completion (with an "on target" performance assumption) will be accrued by the relevant Target Group Company for settlement to the participant in accordance with clause 19.5; and

(ii) if Completion occurs on or following 30 September 2025 for any SIP Cash Payment Amounts and/or SIP Deferred Payment Amount, the Seller will procure that each SIP Cash Payment Amount and/or SIP Deferred Payment Amount (as applicable) will be paid in full by the relevant Target Group Company to the participant.

(f) Cash Awards outstanding under the LMI EBITDA Scheme will be treated in accordance with clause 19.3.

(g) Cash Awards outstanding under the VCP will be treated in accordance with clause 19.4.

(h) If Completion occurs after 30 September 2025, the principles that apply to the FY2025 Incentive Awards under this clause 19 shall apply to the FY2026 Incentive Awards *mutatis mutandis*.

19.3 **Treatment of LMI EBITDA Scheme**

(a) At Completion, the Target Group will pay each LMI EBITDA Scheme Completion Amount to the LMI EBITDA Participants in accordance with clause 19.5.

(b) The Purchaser agrees that, following Completion, it will procure that the Target Group will continue to make any further payments under the LMI EBITDA Scheme to all LMI EBITDA Participants which become due in accordance with the LMI EBITDA Scheme structure and rules in place from time to time (the **LMI Payments**), subject to deductions for PAYE (or the equivalent in any other jurisdiction), National Insurance contributions, apprenticeship levy, social security taxes and/or any other Taxes payable by the Target Group Companies thereon.

(c) Save to the extent already deducted pursuant to paragraph 1.5 of Schedule 10, a sum equivalent to the total LMI Payments together with (without double counting) PAYE (or the equivalent in any other jurisdiction), National Insurance contributions, apprenticeship levy, social security taxes and/or any other Taxes payable by the Target Group Companies thereon, will be deducted from the additional consideration which is payable pursuant to clause 4 of this agreement.

(d) The provisions of clause 19.8 below shall apply in respect of co-operation to facilitate the compliance by the parties with this clause 19.3 save that references to "Incentive Award" and "Share Plan" shall refer to "LMI Payments" and "LMI EBITDA Scheme" respectively.

(e) The Seller agrees and acknowledges that all LMI EBITDA Participants have waived the right to participate in the SIP (including with respect to SIP Deferred Payment Amounts for FY2024 and FY2025).

(f) Between the date of this agreement and Completion, the parties will discuss in good faith to agree how the administration of the LMI EBITDA Scheme will operate on and from Completion.

19.4 **Treatment of the VCP**

(a) The Seller agrees that it shall procure that any payments due to an Employee under the VCP prior to Completion be paid to such Employee by the relevant Target Group Company in accordance with the provisions of the VCP prior to Completion.

(b) Awards outstanding under the VCP granted in FY2025 will be treated as follows:

(i) if Completion occurs prior to 30 September 2025 for any amounts due under the VCP, the Seller will procure that a pro rata amount of the relevant amount due calculated up until the date of Completion (with an "on target" performance assumption) will be accrued by the relevant Target Group Company for settlement to the participant in accordance with clause 19.5; and

(ii) if Completion occurs after 30 September 2025 for any amounts due under the VCP, the Seller will procure that any amount will be paid in full by the relevant Target Group Company to the participant prior to Completion.

19.5 **Settlement**

(a) As soon as practicable following the Completion Date (and in any event within five Business Days following the Completion Date), the Seller will notify the Purchaser of:

(i) the gross cash amount payable pursuant to each Incentive Award under the LTIP, the SIP and the VCP that is to be settled in cash in the currency in which such Incentive Award should be satisfied, along with details of the amount (in the relevant local currency) payable to each holder of an Incentive Award;

(ii) the details of the Share Awards that are settled in shares, including details of the number and value of shares, and the amounts deducted pursuant to clause 19.6, in respect of each holder of such Share Awards;

(iii) the CIP Accrued Dividend Amount; and

(iv) the LMI EBITDA Scheme Completion Amount, including a breakdown of the relevant portion of this amount payable to each LMI EBITDA Participant.

(b) The Seller will pay to the Purchaser in cash within five Business Days following the Completion Date in the local currency in which the amounts are required to be paid to participants any amounts under 19.5(a) to the extent that such amounts are not accrued in the Pre-Completion Estimate.

(c) The Purchaser agrees to pay, or procure to be paid, the Incentive Awards, the CIP Accrued Dividend Amount and the LMI EBITDA Scheme Completion Amount that are to be settled on Completion in cash as notified to it under subclause 19.5(a) to such participants as soon as is reasonably practicable following receipt of and in accordance with such notification, subject to the necessary deductions for income tax, primary Class 1 National Insurance contributions, employee social security contributions or any other Taxes required to be deducted under Applicable Law.

19.6 For any Share Award that is settled on Completion in shares, the Seller agrees that on the vesting of such award it will sell, or procure the sale of, sufficient shares in respect of which the Share Award vests to realise any amounts of income tax, primary Class 1 National Insurance contributions, employee social security contributions or any other Taxes, which in each case are required to be deducted from the Employee at source, and to pay such amounts to the Purchaser in the local currency in which such payments are required to be made to a Tax Authority no later than five Business Days after Completion.

19.7 The Purchaser agrees that, subject to compliance by the Seller with this clause 19, the relevant member of the Target Group will be responsible for withholding and paying to the relevant Tax Authority, within the relevant time limits, the amount of any Employment Tax Liabilities that may become due in relation to any payment made or issue or transfer of shares in respect of any Incentive Award that vests or becomes payable on Completion in accordance with clause 19.2.

19.8 The Seller and the Purchaser agree to co-operate to ensure that:

(a) the Seller has such information that any member of the Seller's Group may reasonably require in order that the Seller may satisfy its obligations under this clause 19; and

(b) the Purchaser, the Company or any Target Group Company has, by the due date, received such information reasonably required in order to fulfil its obligations under this clause 19 and any reporting obligation that it or any other member of the Purchaser's Group or the Target Group may have in relation to any Incentive Award or Share Plan. The due date for receipt of information under this clause 19.8 shall be five Business Days before the latest date on which any secondary Class 1 National Insurance contributions or social security contributions or tax (including UK apprenticeship levy) may be paid to any Tax Authority without a liability to interest and penalties arising.

19.9 The Seller shall on an after-Tax basis indemnify the Purchaser and any Target Group Company against any Losses and/or Taxes (other than secondary National Insurance or other employer social security (or similar, including UK apprenticeship levy) to the extent accrued for in the Draft Completion Statement) incurred by the Purchaser or any Target Group Company on or at any time

after Completion, to the extent that any such Losses and/or Taxes arise from or in connection with the operation of the Share Plans (including the vesting, exercise, settlement or sale of awards under the Share Plans). For the avoidance of doubt, this indemnity excludes: (i) any amount to the extent already accounted for in the Completion Statement or paid by the Seller to the Purchaser or a Target Group Company under this clause 19; (ii) any Losses and/or Taxes incurred by the Purchaser or any Target Group Company as a result of the Purchaser's non-compliance with this clause 19 in circumstances where the Seller has complied with its obligations under this clause 19; and/or (iii) any Losses and/or Taxes pursuant to Sections 280G, 409A or 4999 of the Code.

19.10 In this clause 19:

Employment Tax Liabilities means any:

(a) income tax, primary Class 1 National Insurance contributions or employee social security contributions, which in each case are required to be deducted from the Employee at source; and

(b) secondary Class 1 National Insurance contributions or employer social security contributions or taxes (including UK apprenticeship levy).

19.11 No later than 14 Business Days before Completion, the Seller shall deliver to the Purchaser a list of those persons who with respect to the Seller's Group and the Target Group are "disqualified individuals" (within the meaning of Section 280G of the Code and the regulations promulgated thereunder) and its calculations with respect to the "base amounts" (within the meaning of Section 280G of the Code) of such disqualified individuals and any payments or potential payments to such individuals that could be considered contingent on a change in ownership or control (within the meaning of Section 280G of the Code) resulting from the consummation of the transactions contemplated by this agreement, along with the assumptions used to make the calculations and the data necessary for the Purchaser to confirm the accuracy of the calculations.

20. ANNOUNCEMENTS AND CONFIDENTIALITY

20.1 Subject to clause 20.5, the Seller shall (and shall procure that each other member of the Seller's Group and, in respect of the period up to Completion, each Target Group Company, and each such person's advisers and connected persons, shall) and the Purchaser shall (and shall procure that each other member of the Purchaser's Group and, in respect of the period from Completion, each Target Group Company, and each such person's advisers and connected persons, shall):

(a) not make any announcement concerning the Transaction or any related or ancillary matter; and

(b) keep confidential the provisions and subject matter of, and the negotiations relating to, each Transaction Document.

20.2 The Purchaser:

(a) shall, and shall procure that each other member of the Purchaser's Group for the time being shall, keep confidential all information provided to it by or on behalf of the Seller or otherwise obtained by it in connection with this agreement which relates to the Seller or any other member of the Seller's Group; and

(b) shall procure that, if after Completion any Target Group Company holds confidential information relating to the Seller or any other member of the Seller's Group, that Target Group Company shall after Completion keep that information confidential and shall, so far as it is practicable and subject to its obligations under this agreement with respect to

maintaining records and providing the Seller with access to information following Completion, return that information to the Seller or destroy it (at its election), in either case without retaining copies (other than to the extent required under Applicable Law or regulation or internal compliance policies) and shall not use (other than in exercising its rights or remedies under this agreement) to the detriment of the Seller or any member of the Seller's Group, or otherwise any such confidential information.

20.3 The Seller:

(a) shall, and shall procure that each other member of the Seller's Group for the time being shall, keep confidential all information provided to it by or on behalf of the Purchaser or otherwise obtained by it in connection with this agreement which relates to the Purchaser or any other member of the Purchaser's Group; and

(b) shall procure that, if after Completion any member of the Seller's Group holds confidential information relating to a Target Group Company, that member of the Seller's Group shall after Completion keep that information confidential and shall, so far as it is practicable and subject to its obligations under this agreement with respect to maintaining records and providing the Purchaser with access to information following Completion, return that information to the Purchaser or destroy it (at its election), in either case without retaining copies (other than to the extent required under Applicable Law or regulation or internal compliance policies), and shall not use (other than in exercising its rights or remedies under this agreement) to the detriment of the Purchaser, any member of the Purchaser's Group, or any Target Group Company or otherwise any such confidential information. All such confidential information relating to the Target Group Companies shall, following Completion, be the confidential information of the Purchaser.

20.4 Except to the extent specified in such clauses, the provisions of clauses 20.1, 20.2 and 20.3 shall apply before, on and after Completion.

20.5 Nothing in clause 20.1, 20.2 or 20.3 prevents any announcement being made or any confidential information being disclosed:

(a) where such announcement is in the Agreed Form or the confidential information disclosed comprises only information set out in an announcement in the Agreed Form;

(b) with the written approval of the other party, which in the case of any announcement shall not be unreasonably withheld or delayed;

(c) to the extent required by law, any court of competent jurisdiction, any stock exchange or any competent regulatory body, but if a person is so required to make any announcement or to disclose any confidential information, the relevant party shall promptly notify the other party, where practicable and lawful to do so, before the announcement is made or disclosure occurs (as the case may be);

(d) where such disclosure is made to a Tax Authority or to the disclosing party's professional advisers in connection with the Tax affairs of the disclosing party or an affiliate of the disclosing party;

(e) as required to enable any person to enforce its rights under any Transaction Document for the purposes of any judicial proceedings;

(f) on a strictly confidential basis by a person to its (or another member of the Seller's Group's or the Purchaser's Group's) professional advisers, auditors or bankers, or any member of the

Seller's Group or Purchaser's Group provided that such persons need to know the information for the purposes of considering, evaluating, advising on or furthering the Transaction or any matters arising in connection with the Transaction and the disclosing party remains liable for any breach by them of such provisions as if they were a party to this agreement;

(g) to the extent that the information is disclosed by the Seller on a strictly confidential and need to know basis to another member of the Seller's Group or by the Purchaser on a strictly confidential and need to know basis to another member of the Purchaser's Group;

(h) to the extent that the information is in or comes into the public domain otherwise than by breach of this agreement by any party;

(i) to the extent that the disclosure is made to a party to whom assignment is permitted under clause 23 on terms that such assignee undertakes to comply with the provisions of clauses 20.1, 20.2 and/or 20.3 (as applicable) (subject to this clause 20.5) in respect of such information as if they were a party to this agreement and the disclosing party remains liable for any breach by them of such provisions as if they were a party to this agreement;

(j) to the extent that the disclosure is made to the W&I Insurer or its professional advisers in connection with any claim under the W&I Insurance Policy; or

(k) where restricting that disclosure would give rise to an arrangement that falls within the Hallmark set out in Part II A 1 of Annex IV of Directive 2011/16/EU,

provided that prior to disclosure or use of any information pursuant to subclauses 20.5(c) and 20.5(e), the party concerned shall, where not prohibited by law, consult with the other party insofar as is reasonably practicable.

21. NOTICES

21.1 Any notice or other communication to be given under this agreement must be in writing and must be delivered or sent by courier or by e-mail to the party to whom it is to be given at its address or e-mail address appearing in this agreement as follows:

(a) to the Seller at:
Oxford Parks, Building 2
203 Oxford Road
Dunkeld, Gauteng
2196, South Africa
marked for the attention of Group Head of Legal; or
e-mail address: [***]
with a copy (which shall not constitute notice) to:
Allen Overy Shearman Sterling LLP
One Bishops Square
London E1 6AD
UK

marked for the attention of Matthew Appleton; or

e-mail address: matthew.appleton@aoshearman.com

(b) to the Purchaser and/or the Purchaser's Guarantor at:

Lantheus Medical Imaging, Inc.
201 Burlington Road
South Building
Bedford, MA 01730
USA

marked for the attention of Daniel M. Niedzwiecki, General Counsel
e-mail address: [***]

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

Covington & Burling LLP
The New York Times Building
620 8th Avenue
New York
NY 10018
United States
marked for the attention of Jack Bodner; or

e-mail address: jbodner@cov.com

and

Covington & Burling LLP
22 Bishopsgate
London
EC2N 4BQ
United Kingdom
marked for the attention of Gregor Frizzell; or
e-mail address: gfrizzell@cov.com,

or at any such other address (or e-mail address) of which it shall have given notice for this purpose to the other party under this clause 21.

21.2 Any notice or other communication shall be deemed to have been given:

(a) if delivered or sent by courier, on the date of delivery to the relevant address; or

(b) if sent by email, upon the generation of a receipt notice by the recipient's server or, if such notice is not so generated, upon delivery to the recipient's server,

but if the notice or other communication would otherwise be taken to be received after 5.00 pm or on a Saturday, Sunday or public holiday in the place of receipt then the notice or communication is taken to be received at 9.00am (local time at the place of receipt) on the next day which is not a Saturday, Sunday or public holiday.

21.3 In proving the giving of a notice or other communication, it shall be sufficient to prove that delivery was made or that the email was properly addressed and transmitted by the sender's server into the network and there was no apparent error in the operation of the sender's email system, as the case may be.

21.4 This clause 21 shall not apply in relation to the service of any claim form, notice, order, judgment or other document relating to or in connection with any proceedings, suit or action arising out of or in connection with this agreement.

22. FURTHER ASSURANCES

22.1 On or after Completion each party shall, at its own cost and expense, execute and do (or procure to be executed and done by any other necessary third party or person) all such deeds, documents, acts and things as any other party may from time to time reasonably require in order to vest any of the Sale Shares in the Purchaser.

22.2 If and to the event that, any time within [***] after Completion, the Seller discovers or becomes aware that there is then existing any asset, contract, right, title, interest or undertaking which relates exclusively or predominantly to the Business (as conducted as at the date of this agreement and at Completion) and is vested in a member of the Seller's Group after Completion (a **Wrong Pocket Asset**, provided that any Intellectual Property Right which is, following Completion, held by any member of the Seller's Group shall only be a Wrong Pocket Asset if it relates exclusively to the Business as carried out on or before the date of this agreement), the Parties shall treat such Wrong Pocket Asset as having been a held by the Seller from Completion as nominee for the Purchaser and the Seller shall use reasonable endeavours to transfer such Wrong Pocket Asset to a Target Group Company designated in writing by the Purchaser as soon as reasonably practicable following the Completion Date, at the Seller's cost and expense, shall use reasonable endeavours to execute and do (or procure to be executed and done by any other necessary third party or person) all such deeds, documents, acts and things as any other party may from time to time reasonably require in order to vest such Wrong Pocket Asset in the Target Group Company designated in writing by the Purchaser. If any third-party consent or approval is required for the transfer of any Wrong Pocket Asset (or any part thereof) to be effective of lawful then the Seller and the Purchaser shall each use reasonable endeavours to obtain that consent as soon as practicable.

22.3 If and to the event that, any time within [***] after Completion, the Purchaser discovers or becomes aware that there is then existing any asset, contract, right, title, interest or undertaking which relates exclusively or predominantly to the business conducted by the Seller's Group (as carried on or before the date of this agreement, other than the Business) (the **Seller's Retained Business**) and is vested in a member of the Purchaser's Group (including any Target Group Company) after Completion (a **Seller Wrong Pocket Asset**, provided that any Intellectual Property Right which is, following Completion, held by any member of the Purchaser's Group shall only be a Seller Wrong Pocket Asset if it relates exclusively to the Seller's Retained Business), the Parties shall treat the Wrong Pocket Asset as having been held by the Purchaser from Completion as nominee for the Seller and the Purchaser shall use reasonable endeavours to transfer such Seller Wrong Pocket Asset to a member of the Seller's Group designated in writing by the Seller as soon as reasonably practicable following the Completion Date, at the Seller's cost and expense, and, provided that the Seller indemnifies the Purchaser against all Losses suffered by any member of the Purchaser's Group as a result of such transfer, shall use reasonable endeavours to execute and do (or procure to be executed and done by any other necessary third party or person) all such deeds, documents, acts and things as any other party may from time to time reasonably require in order to vest such Seller Wrong Pocket Asset a company in the Seller's Group as designated in writing by the Seller. If any third-party consent or approval is required for the transfer of any Seller Wrong Pocket Asset (or any part thereof) to be effective of lawful then the Seller and the Purchaser shall each use reasonable endeavours to obtain that consent as soon as practicable.

23. ASSIGNMENTS

No party may assign, grant any security interest over, hold on trust or transfer the benefit of the whole or any part of this agreement without the prior written consent of each other party and any such purported assignment or transfer shall be void, except that:

(a) the Purchaser may assign (in whole or in part) the benefit of the whole or any part of this agreement to any other member of the Purchaser's Group provided that if such assignee ceases to be a member of the Purchaser's Group (other than following the taking of

enforcement action pursuant to any financing entered into by a member of the Purchaser's Group), the Purchaser shall procure that all benefits relating to this agreement assigned to such assignee shall be re-assigned to the Purchaser or assigned to another member of the Purchaser's Group for the time being; and

(b) the Seller may assign (in whole or in part) the benefit of the whole or any part of this agreement to any other member of the Seller's Group provided that if such assignee ceases to be a member of the Seller's Group (other than following the taking of enforcement action pursuant to any financing entered into by a member of the Seller's Group), the Seller shall procure that all benefits relating to this agreement assigned to such assignee shall be re-assigned to the Seller or assigned to another member of the Seller's Group for the time being,

provided that:

(i) the Seller or Purchaser (as applicable) may nevertheless enforce this agreement against the Seller or Purchaser as if the assignment of rights had not occurred; and

(ii) the assignment shall not in any way operate so as to increase the liability or reduce the rights, including rights of set-off, of the Seller or Purchaser (as applicable) under this agreement.

24. PAYMENTS

24.1 Unless otherwise expressly stated (or as otherwise agreed in the case of a given payment), each payment to be made to the Seller or to the Purchaser under this agreement shall be made in USD by transfer of the relevant amount into the relevant account on the date the payment is due for value on that date and in immediately available funds. The relevant account for a given payment is:

(a) if that payment is to the Seller, such account as the Seller shall, not less than three Business Days before the date that payment is due, have specified by giving notice to the Purchaser for the purpose of that payment (or, in the case of any payment due at Completion, the account specified in the Pre-Completion Estimate); or

(b) if that payment is to the Purchaser, such account as the Purchaser shall, not less than three Business Days before the date that payment is due, have specified by giving notice to the Seller for the purpose of that payment.

24.2 If a party defaults in making any payment when due of any sum payable under this agreement, it shall pay interest on that sum from (and including) the date on which payment is due until (but excluding) the date of actual payment (after as well as before judgment) at an annual rate equal to 2% above the base rate from time to time of the Bank of England, which interest shall accrue from day to day and be compounded monthly.

24.3 Payment of a sum in accordance with this clause 24 shall constitute a payment in full of the sum payable and shall be a good discharge to the payee (and those on whose behalf such payment is made) of the payor's obligation to make such payment and the payor (and those on whose behalf such payment is made) shall not be obliged to see to the application of the payment as between those on whose behalf the payment is received.

24.4 Any payments pursuant to this agreement shall be made in full, without any set off, counterclaim, restriction or condition and without any deduction or withholding (save as may be required by law or as otherwise agreed by the parties). If any deductions or withholdings on account of Tax are required by law, the payer shall account to the relevant Tax Authority for the amount so required to be deducted or withheld, and except in the case of the Consideration, the Break Fee, the Seller Break

Fee, the Cost Coverage Amount or any payment under paragraph 1.5 of Schedule 10, interest or payments in settlement of Intra-Group Payables, or Intra-Group Receivables or any Pass-Back Amounts the payer shall be obliged to pay to the recipient such additional amounts as will ensure that the recipient receives, in total, an amount which (after such deduction or withholding has been made) is no more and no less than it would have been entitled to receive in the absence of any such requirement to make a deduction or withholding, provided that if a party shall have transferred (for the avoidance of doubt, by whatever means, including by way of a declaration of trust or anything that amounts in substance to a transfer) the benefit in whole or in part of this agreement or shall have changed its tax residence or the permanent establishment to which the rights under this agreement are allocated then the liability of any other party under this clause 24.4 shall be limited to that (if any) which it would have been had no such transfer or change taken place.

24.5 Where any payment is made or to be made under this agreement pursuant to an indemnity, compensation or reimbursement provision (which shall not include the Break Fee, the Seller Break Fee or the Cost Coverage Amount or any payment under paragraph 1.5 of Schedule 10), then (except where the amount payable already takes such Taxation into account) the sum payable shall be adjusted to such sum as will ensure that after payment of any Taxation charged on such sum in the hands of the recipient (including any Taxation which would have been charged in the absence of any Reliefs other than a Relief available to the recipient in respect of the matter giving rise to the payment (a **Related Relief**)) the recipient is left with a sum equal to the sum that it would have received in the absence of such a charge to Taxation after giving credit for any Related Relief provided that if a party shall have transferred (for the avoidance of doubt, by whatever means, including by way of a declaration of trust or anything that amounts in substance to a transfer) the benefit in whole or in part of this agreement or shall have changed its tax residence or the permanent establishment to which the rights under this agreement are allocated then the liability of the other party under this clause 24.5 shall be limited to that (if any) which it would have been had no such transfer or change taken place. This provision shall not apply to Taxation attributable to a payment being properly treated as an adjustment to the consideration paid by the Purchaser under this agreement or if and to the extent that the amount of the indemnity, compensation or reimbursement payment has already been adjusted to take account of the Taxation that is charged on receipt or Relief that is available in respect of the matter giving rise to the payment.

24.6 The payee under clause 24.4 shall use reasonable endeavours to claim from the relevant Tax Authority any Relief arising as a result of any deduction or withholding which gives rise to an obligation for the payer to make an increased payment under clause 24.4. The payee shall pay to the payor within ten Business Days of obtaining the Relief, an amount equal to the lesser of the value of the Relief obtained and the additional sum paid under clause 24.4.

25. PURCHASER'S GUARANTEE

25.1 The Purchaser's Guarantor unconditionally and irrevocably:

(a) guarantees to the Seller the payment when due of all amounts payable by the Purchaser or any other member of the Purchaser's Group under or pursuant to this agreement and/or the other Transaction Documents;

(b) undertakes to ensure that the Purchaser and any member of the Purchaser's Group shall perform when due all of their respective obligations under or pursuant to this agreement and the other Transaction Documents;

(c) agrees that if and each time that the Purchaser or any other member of the Purchaser's Group fails to make any payment when it is due under or pursuant to this agreement or any other Transaction Document, the Purchaser's Guarantor shall on demand (without requiring the Seller first to take steps against the Purchaser, any member of the Purchaser's Group or

any other person) pay that amount to the Seller as if it were the principal obligor in respect of that amount; and

(d) agrees as principal debtor and primary obligor to indemnify the Seller against all Losses incurred by the Seller, or any other member of the Seller's Group, flowing from any non-payment or default of any kind by the Purchaser or any other member of the Purchaser's Group under or pursuant to this agreement or any other Transaction Document.

25.2 The Purchaser's Guarantor's obligations under this agreement shall not be affected by any matter or thing which but for this provision might operate to affect or prejudice those obligations, including:

(a) any time or indulgence granted to, or composition with, the Purchaser, or any member of the Purchaser's Group or any other person;

(b) the taking, variation, renewal or release of, or neglect to perfect or enforce this agreement, any other Transaction Document or any right, guarantee, remedy or security from or against the Purchaser, any member of the Purchaser's Group or any other person;

(c) any variation or change to the terms of this agreement or any other Transaction Document; or

(d) any unenforceability or invalidity of any obligation of the Purchaser or any other member of the Purchaser's Group, so that this agreement shall be construed as if there were no such unenforceability or invalidity.

25.3 Until all amounts which may be or become payable under this agreement and the other Transaction Documents have been irrevocably paid in full, the Purchaser's Guarantor shall not as a result of this agreement or any payment or performance under this agreement be subrogated to any right or security of the Seller or claim or prove in competition with the Seller against the Purchaser or any other person or claim any right of contribution, set-off or indemnity.

25.4 The Purchaser's Guarantor shall not take or hold any security from the Purchaser or any other member of the Purchaser's Group in respect of this clause 25 and any such security which is held in breach of this provision shall be held by the Purchaser's Guarantor on trust for the Seller.

25.5 The Purchaser's Guarantor shall indemnify and hold harmless the Seller for all legal and other Losses suffered or incurred by it in connection with the enforcement of the Purchaser's Guarantor's obligations under this agreement.

26. PURCHASER'S GUARANTOR WARRANTIES

The Purchaser's Guarantor warrants to the Seller as at the date of this agreement and at Completion that :

(a) it is a company validly existing under the law of its jurisdiction of incorporation;

(b) it has the requisite power, capacity and authority to execute and deliver this agreement and to perform its obligations under this agreement and has taken all action necessary to validly authorise such execution and delivery and the performance of such obligations;

(c) this agreement when executed will constitute legal, valid and binding obligations of the Purchaser's Guarantor in accordance with its terms;

(d) the execution and delivery by the Purchaser's Guarantor of this agreement and the performance of the obligations of the Purchaser's Guarantor under it do not and will not conflict with or constitute a material default under any provision of:

(i) any agreement or instrument to which the Purchaser's Guarantor is a party; or

(ii) the constitutional documents of the Purchaser's Guarantor; or

(iii) any law, lien, lease, order, judgment, award, injunction, decree, ordinance, or regulation or any other restriction of any kind or character by which the Purchaser's Guarantor is bound;

in each case that would reasonably be expected to have a material adverse effect on the Purchaser's Guarantor's ability to perform its obligations under this agreement;

(e) all authorisations from, and notices or filings with, any governmental or other authority that are necessary to enable the Purchaser's Guarantor to execute, deliver and perform its obligations under this agreement have been obtained or made (as the case may be) and are in full force and effect and all conditions of each such authorisation have been complied with;

(f) the Purchaser's Guarantor is not insolvent under the laws of any relevant jurisdiction or unable to pay its debts as they fall due and the Purchaser's Guarantor has not stopped paying its debts as they fall due;

(g) no administrator, receiver or administrative receiver has been appointed in respect of the whole or any part of the assets or undertaking of the Purchaser's Guarantor;

(h) no order has been made and no resolution has been passed for the winding-up of the Purchaser's Guarantor and, so far as the Purchaser's Guarantor is aware, no petition has been presented for that purpose;

(i) no voluntary arrangement, compromise or similar arrangement with creditors has been proposed, agreed or sanctioned in respect of the Purchaser's Guarantor;

(j) outside the UK, no event or circumstance has occurred or exists analogous to those described in subclause 26(f) to subclause 26(i);

(k) there are no:

(i) outstanding judgments, orders, injunctions or decrees of any Governmental Entity or arbitration tribunal against the Purchaser's Guarantor;

(ii) lawsuits, actions or proceedings pending or, to the Purchaser's Guarantor's knowledge, threatened against the Purchaser's Guarantor; or

(iii) investigations by any Governmental Entity which are pending or, to the Purchaser's Guarantor's knowledge, threatened against the Purchaser's Guarantor,

which have adversely affected, or that would reasonably be expected to affect adversely, the Purchaser's Guarantor's right and ability to perform its obligations under this agreement in any material respect;

(l) the Purchaser's Guarantor has (and on the Completion Date shall have) immediately available on an unconditional basis the necessary cash resources to meet the Purchaser's obligations under this agreement and each of the other Transaction Documents to which it is or will be a party including payment of the Consideration; and

(m) the Purchaser's Guarantor has (and on the Completion Date shall have) immediately available the necessary cash resources of its own, to enable the Purchaser to pay the

Consideration and perform its obligations under this agreement and each of the other Transaction Documents to which it is or will be a party including payment of the Consideration.

27. SELLER'S GUARANTEE

27.1 Provided that Completion has occurred and the Eagle SARB Approval has been obtained, in consideration of the Purchaser entering into this agreement, the Seller's Guarantor unconditionally and irrevocably guarantees to the Purchaser the due and punctual performance and observance by the Seller of its obligations (including its payment obligations) under or pursuant to Specific Indemnity Claims, Fundamental Warranty Claims and clause 3.7 of this agreement (the **Seller's Guaranteed Obligations**), and agrees that if any Seller's Guaranteed Obligation is or becomes unenforceable, invalid or illegal (other than as a result of any limitation imposed by this agreement) it will, as principal debtor and primary obligor, indemnify the Purchaser immediately on demand against all Losses which the Purchaser or any member of the Purchaser's Group suffers flowing from any act or omission that would be a breach by the Seller of the Seller's Guaranteed Obligations if the relevant Seller's Guaranteed Obligation were not unenforceable, invalid or illegal, to the extent of any limit on the liability of the Seller in this agreement.

27.2 If a Specific Indemnity Claim has arisen (a **Seller's Liability**) and the Seller has not paid the agreed or determined amount to the Purchaser in respect of such Seller's Liability, the Seller's Guarantor shall within seven days of demand from the Purchaser, unconditionally perform (or procure performance of (including payment)) and satisfy (or procure the satisfaction of) the Seller's Guaranteed Obligations in regard to which such default has been made in the manner prescribed by this agreement and so that the same benefits shall be conferred on the Purchaser as it would have received (but without double counting) if the Seller's Guaranteed Obligations had been duly performed, paid and satisfied by the Seller.

27.3 This guarantee is to be a continuing guarantee and accordingly is to remain in force, subject to the provisions of this guarantee, until all the Seller's Guaranteed Obligations shall have been performed or satisfied. This guarantee is in addition to and without prejudice to and not in substitution for any rights or security which the Purchaser may now or hereafter have or hold for the performance and observance of the Seller's Guaranteed Obligations, provided that any amounts received by the Purchaser in respect of the Seller's Guaranteed Obligations shall reduce the Seller's Guarantor's liability accordingly.

27.4 As a separate and independent stipulation the Seller's Guarantor agrees that any of the Seller's Guaranteed Obligations (including any monies payable) which may not be enforceable against or recoverable from the Seller by reason of any legal limitation, disability or incapacity on or of the Seller or the dissolution, amalgamation or reconstruction of the Seller or any other fact or circumstances (other than any limitation imposed by this agreement) shall nevertheless be enforceable against and recoverable from the Seller's Guarantor as though the same had been incurred by the Seller's Guarantor and the Seller's Guarantor were the sole or principal obligor in respect thereof and shall, subject to either:

(a) an award in respect of the underlying Seller's Liability being Finally Determined by any court of competent jurisdiction (with no right of appeal or the time period to make an appeal having lapsed) in favour of the Purchaser, together with any award of costs and expenses in connection with it; or

(b) the Purchaser and the Seller or Seller's Guarantor have settled (in writing) upon an amount to be paid by the Seller or Seller's Guarantor, as applicable, to the Purchaser in respect of the underlying Seller's Liability,

be performed or paid by the Seller's Guarantor within seven days of demand from the Purchaser.

27.5 The liability of the Seller's Guarantor under this clause 27 shall not be affected, impaired, reduced or released by:

(a) any variation of the Seller's Guaranteed Obligations;

(b) any forbearance, neglect or delay in seeking performance of the Seller's Guaranteed Obligations or any granting of time for such performance;

(c) the illegality, invalidity, or unenforceability of, or any defect in, any provision of this agreement or the Seller's obligations under any of them;

(d) any insolvency or similar proceeding; or

(e) any other fact or event which in the absence of this provision would or might constitute or afford a legal or equitable discharge or release or a defence to a guarantor.

27.6 The Seller's Guarantor shall indemnify and hold harmless the Purchaser for all legal and other Losses suffered or incurred by it in connection with the enforcement of the Seller's Guarantor's obligations under this agreement.

27.7 Until all the Seller's Guaranteed Obligations have been irrevocably performed or satisfied and, unless the Purchaser otherwise directs, the Seller's Guarantor shall not exercise any rights of subrogation which it may have by reason of performance by it of its obligations under this clause 27.

27.8 To the extent that the Eagle SARB Approval is not granted for the full duration of the Seller's Guaranteed Obligations, the Seller's Guarantor shall use all reasonable endeavours to procure the approval of the extension of the Eagle SARB Approval by the Eagle SARB and/or an authorised dealer in foreign exchange (**Authorised Dealer**), as may be required, in terms which specifically request the approval of (i) the full duration of the Seller's Guaranteed Obligations; and (ii) that annual renewal by SARB of such approval and/or extension will not be required) by no later than the expiry of the Eagle SARB Approval so as to ensure that Seller's Guarantor is able to give effect to clause 27.1 and to subclause 27.4(b) until all the Seller's Guaranteed Obligations shall have been performed or satisfied, and shall do so in consultation with the Purchaser and taking into account the Purchaser's reasonable comments in respect of any such applications.

27.9 The Purchaser acknowledges and agrees that a failure to obtain any of the approvals contemplated in clause 27.8 is not, in and of itself, a breach of this agreement by the Seller or the Seller's Guarantor, but without prejudice to the Seller's Guarantor's obligation under that clause to use all reasonable endeavours to obtain any such approval. The Purchaser further acknowledges and agrees that nothing in this agreement shall be construed as compelling or requiring the Seller or the Seller's Guarantor to review or appeal any decision of the SARB and/or an Authorised Dealer nor to approach any court, arbitrator of other body in respect thereof.

27.10 The Seller's Guarantor warrants to the Purchaser as at the date of this agreement and at Completion that:

(a) it is a company validly existing under the law of its jurisdiction of incorporation;

(b) subject to the Eagle SARB Approval being obtained:

(i) it has the requisite power, capacity and authority to execute and deliver this agreement and to perform its obligations under this agreement and has taken all action necessary to validly authorise such execution and delivery and the performance of such obligations;

(ii) this agreement when executed will constitute legal, valid and binding obligations of the Seller's Guarantor in accordance with its terms;

(iii) the execution and delivery by the Seller's Guarantor of this agreement and the performance of the obligations of the Seller's Guarantor under it do not and will not conflict with or constitute a material default under any provision of:

(A) any agreement or instrument to which the Seller's Guarantor is a party;

(B) the constitutional documents of the Seller's Guarantor; or

(C) any law, lien, lease, order, judgment, award, injunction, decree, ordinance or regulation or any other restriction of any kind or character by which the Seller's Guarantor is bound;

(D) in each case that would reasonably be expected to have a material adverse effect on the Seller's Guarantor's ability to perform its obligations under this agreement; and

(iv) all authorisations from, and notices or filings with, any governmental or other authority (other than those included in the Conditions) that are necessary to enable the Seller's Guarantor to execute, deliver and perform its obligations under this agreement have been obtained or made (as the case may be) and are in full force and effect and all conditions of each such authorisation have been complied with;

(c) the Seller's Guarantor is not insolvent under the laws of any relevant jurisdiction or unable to pay its debts as they fall due and the Seller's Guarantor has not stopped paying its debts as they fall due;

(d) no administrator, receiver or administrative receiver has been appointed in respect of the whole or any part of the assets or undertaking of the Seller's Guarantor;

(e) no order has been made and no resolution has been passed for the winding-up of the Seller's Guarantor and, so far as the Seller's Guarantor is aware, no petition has been presented for that purpose;

(f) no voluntary arrangement, compromise or similar arrangement with creditors has been proposed, agreed or sanctioned in respect of the Seller's Guarantor;

(g) outside the UK, no event or circumstance has occurred or exists analogous to those described in subclause 27.10(c) to subclause 27.10(f); and

(h) there are no:

(i) outstanding judgments, orders, injunctions or decrees of any Governmental Entity or arbitration tribunal against the Seller's Guarantor;

(ii) lawsuits, actions or proceedings pending or, to the Seller's Guarantor's knowledge, threatened against the Seller's Guarantor; or

(iii) investigations by any Governmental Entity which are pending or, to the Seller's Guarantor's knowledge, threatened against the Seller's Guarantor,

which have adversely affected, or that would reasonably be expected to affect adversely, the Seller's Guarantor's right and ability to perform its obligations under this agreement in any material respect.

28. BLOCKING STATUTE

The parties agree that each of subclause 15.1(m), paragraph 7.7 of Part 1 of Schedule 4 and paragraph 6 of Part 2 of Schedule 4 shall not apply if and to the extent that it would result in a breach, by or in respect of a party, of any provision of: (a) Council Regulation (EC) No 2271/1996 of 22 November 1996 (as amended), and as implemented by the EU's Member States from time to time; or (b) Council Regulation (EC) No 2271/1996 of 22 November 1996 (as amended) as it forms part of domestic law of the United Kingdom by virtue of the European Union (Withdrawal) Act 2018 (as amended).

29. GENERAL

29.1 Each of the obligations, warranties and undertakings set out in this agreement (excluding any obligation which is fully performed at Completion) shall continue in force after Completion.

29.2 Time is not of the essence in relation to any obligation under this agreement unless:

(a) time is expressly stated to be of the essence in relation to that obligation; or

(b) one party fails to perform an obligation by the time specified in this agreement and the other party serves a notice on the defaulting party requiring it to perform the obligation by a specified time and stating that time is of the essence in relation to that obligation.

29.3 Except as otherwise expressly provided in this agreement, each party shall pay the costs and expenses incurred by it in connection with the entering into and completion of this agreement. The Purchaser shall pay any notarial fees and costs and any transfer taxes (including real estate transfer taxes) payable in connection with this agreement or its execution, or on the transfer of any of the Sale Shares.

29.4 This agreement may be executed in counterparts, which taken together shall constitute one and the same agreement, and any party (including any duly authorised representative of a party) may enter into this agreement by executing a counterpart. Delivery of a counterpart of this agreement by email attachment shall be an effective mode of delivery.

29.5 The rights of each party under this agreement:

(a) may be exercised as often as necessary;

(b) except as otherwise expressly provided by this agreement, are cumulative and not exclusive of rights and remedies provided by law; and

(c) may be waived only in writing and specifically.

Delay in exercising or the non-exercise of any such right is not a waiver of that right.

29.6 Except as expressly stated in this agreement, a person who is not a party to this agreement may not enforce any of its terms under the Contracts (Rights of Third Parties) Act 1999. Notwithstanding this clause 29.6, the parties to this agreement do not require the consent of any person having a right under the Contracts (Rights of Third Parties) Act 1999 to vary this agreement at any time.

29.7 Save for the termination provisions set out in clauses 5.23, 7.4 or 8.6, no party has any right to terminate this agreement and the parties waive their rights (if any) to annul, rescind, dissolve, withdraw from, cancel or terminate this agreement in any circumstances.

29.8 This agreement may only be amended in writing and where such amendment is signed by all the parties.

29.9 If any provision in this agreement shall be held to be illegal, invalid or unenforceable, in whole or in part, the provision shall apply with whatever deletion or modification is necessary so that the provision is legal, valid and enforceable and gives effect to the commercial intention of the parties.

29.10 To the extent that it is not possible to delete or modify the provision, in whole or in part, under clause 29.9 then such provision or part of it shall, to the extent that it is illegal, invalid or unenforceable, be deemed not to form part of this agreement and the legality, validity and enforceability of the remainder of this agreement shall, subject to any deletion or modification made under clause 29.9, not be affected.

29.11 If there is any inconsistency between the provisions of this agreement and those of any other Transaction Document, then the provisions of this agreement shall prevail.

29.12 No failure or delay by any party in exercising any right or remedy provided under this agreement shall operate as a waiver of it, nor shall any single or partial exercise of any right or remedy preclude any other or further exercise of it or the exercise of any other right or remedy. Any waiver of a breach of this agreement shall not constitute a waiver of any subsequent breach.

30. WHOLE AGREEMENT

30.1 This agreement and the other Transaction Documents contain the whole agreement between the parties relating to the transaction contemplated by the Transaction Documents and supersede all previous agreements, whether oral or in writing, between the parties relating to these transactions except the Confidentiality Agreement. Except as required by statute, no terms shall be implied (whether by custom, usage or otherwise) into this agreement.

30.2 Each party:

(a) acknowledges that in agreeing to enter into this agreement and the other Transaction Documents it has not relied on: (i) any express or implied representation, warranty, collateral contract or other assurance made by or on behalf of any other party before the entering into of this agreement; or (ii) any warranty given to another party other than itself pursuant to this agreement or the other Transaction Documents;

(b) waives all rights and remedies which, but for this clause 30.2, might otherwise be available to it in respect of any such express or implied representation, warranty, collateral contract or other assurance; and

(c) acknowledges and agrees that no such express or implied representation, warranty, collateral contract or other assurance may form the basis of, or be pleaded in connection with, any claim made by it under or in connection with this agreement.

30.3 Nothing in this agreement limits or excludes any liability for fraud or limits any remedy which cannot be waived as a matter of Applicable Law.

31. GOVERNING LAW

This agreement and any non-contractual obligations arising out of or in connection with it shall be governed by English law.

32. JURISDICTION

32.1 Except where the parties have agreed a particular method of resolving disputes under particular provisions of this agreement, the English courts have exclusive jurisdiction to settle any dispute arising out of or in connection with this agreement (including a dispute relating to any non-

contractual obligations arising out of or in connection with this agreement) and the parties submit to the exclusive jurisdiction of the English courts.

32.2 The parties waive any objection to the English courts on grounds that they are an inconvenient or inappropriate forum to settle any such dispute.

32.3 Life Healthcare Group Holdings irrevocably appoints the Seller as its agent under this agreement for service of process in any proceedings before the English courts.

32.4 The Purchaser's Guarantor irrevocably appoints the Purchaser as its agent under this agreement for service of process in any proceedings before the English courts.

32.5 If the person appointed pursuant to clause 32.3 or 32.4 (as applicable) is unable for any reason to act, the Seller's Guarantor or the Purchaser's Guarantor (as applicable) must immediately appoint another agent (and in any event within 10 Business Days of the event taking place). Failing this, the Purchaser or the Seller (as applicable) may appoint another process agent in England for this purpose, in its absolute discretion. The Seller's Guarantor and the Purchaser's Guarantor (as applicable) agrees that failure by a process agent to notify it of any process will not invalidate the relevant proceedings or render service of those proceedings ineffective. Clauses 32.3, 32.4 and this clause 32.5 does not affect any other method of service allowed by law.

33. LANGUAGE

The language of this agreement and the transactions envisaged by it is English and all notices to be given in connection with this agreement must be in English. All demands, requests, statements, certificates or other documents or communications to be provided in connection with this agreement and the transactions envisaged by it must be in English or accompanied by a certified English translation; in this case the English translation prevails unless the document or communication is a statutory or other official document or communication.

THIS AGREEMENT has been signed by the parties (or their duly authorised representatives) on the date stated at the beginning of this agreement.

Schedule 1
THE COMPANY AND ITS SUBSIDIARIES

Part 1

THE COMPANY

Company name:	**Life Molecular Imaging Limited**
Corporate seat/Place of incorporation	England and Wales, UK
Company number / Registration number/Trade register	04824675
Date of incorporation	8 July 2003
Registered office address	25 Barnes Wallis Road, Fareham, Hampshire, United Kingdom, PO15 5TT
Share capital	88,980,619 ordinary shares of GBP 1 each as at the date of this agreement, together with (at Completion) any additional Ordinary Shares issued in accordance with clause 7.8
Names of Directors/Managers	L M T Dinkelborg N F Beukman M P Jongens P G Wharton-Hood P P Van Der Westhuizen
Shareholders	Life Medical Group Limited
Name of company secretary	N/A

Part 2

SUBSIDIARIES

Company name:	**Life Molecular Imaging GmbH**
Corporate seat/Place of incorporation	Germany
Company number / Registration number/Trade register	HRB 136823 B
Date of incorporation	26 July 2011
Registered office address	Tegeler Strasse 6-7 13353 Berlin Deutschland
Share capital	25,000 shares of EUR 1 each
Names of Directors/Managers	Dr. Ludger Dinkelborg Michel Jongens
Shareholders	Life Molecular Imaging Limited
Name of Company Secretary	N/A

Company name:	**Life Molecular Imaging Inc.**
Corporate seat/Place of incorporation	Delaware
Company number / Registration number/Trade register	83-1191022
Date of incorporation	5 July 2018
Registered office address	75 State Street Floor 1 Boston MA 02109 United States
Share capital	100 shares common stock authorized; 1 share common stock issued
Names of Directors/Managers	L M T Dinkelborg C Ruby M P Jongens
Shareholders	Life Molecular Imaging GmbH (1 share common stock)
Name of company secretary	C Ruby

Schedule 2

ACCOUNTS AND APPLICABLE ACCOUNTING STANDARDS

(1) **Company name**	**(2)** **Accounts Date**	**(3)** **Audited/ Unaudited**	**(4)** **Applicable Accounting Standards**
Life Molecular Imaging Limited	30 September 2023	Audited	FRS102 (UK GAAP)
Life Molecular Imaging GmbH	30 September 2023	Audited	HGB (GER GAAP)
Life Molecular Imaging Inc	30 September 2024	Unaudited	US GAAP

Schedule 3

PROPERTIES

Address	**Property interest**	**Lessee**	**Lessor**
Langstone Technology Park, Langstone Road, Hants, PO9 1SA, UK	Leased	The Company	Fasset Ltd
Tegeler Str. 6, 13353 Berlin, Germany	Leased	Life Molecular Imaging GmbH	Sechste Bayer Real Estate VV GmbH & Co KG (SBRE) Represented by Hausverwaltung Hoell GmbH
Tegeler Str. 7, 13353, Berlin, Germany	Leased	Life Molecular Imaging GmbH	Sechste Bayer Real Estate VV GmbH & Co KG (SBRE) Represented by Hausverwaltung Hoell GmbH
Labor- und Kellerräume im Gebäude, S109, Werk Berlin, Müllerstraße 178, 13353 Berlin Germany	Leased	Life Molecular Imaging GmbH	Bayer AG, Pharmaceutical Division Müller Straße 178 13353 Berlin

Schedule 4

SELLER'S WARRANTIES

Part 1

SELLER'S FUNDAMENTAL WARRANTIES

1. Title to Sale Shares

1.1 The Sale Shares constitute the whole of the issued and allotted share capital of the Company and are fully paid up.

1.2 The Seller is the sole legal and beneficial owner of the Sale Shares and has the right, power and authority to transfer such Sale Shares to the Purchaser.

1.3 There is no Encumbrance on, over or affecting any of the Sale Shares.

2. Target Group Companies

2.1 Each Target Group Company is validly existing and is a company duly incorporated under the law of its jurisdiction of incorporation.

2.2 The shares, details of which are set out opposite "Share capital" under a Target Group Company's name in Schedule 1, constitute the whole of the issued and allotted share capital of the relevant Target Group Company, have been properly and validly issued and allotted and are fully paid up and there are no Encumbrances on, over or affecting any of the shares in any Target Group Company.

2.3 No person has the right (whether exercisable now or in the future and whether contingent or not) to call for the creation, allotment, conversion, issue, redemption, registration, sale or transfer or repayment of any share or loan capital or any other security giving rise to a right over, or an interest in the capital of, any Target Group Company under any option, agreement or other arrangement (including conversion rights and rights of pre-emption).

3. Incorporation and capacity

3.1 The Seller is a company validly existing under the laws of its jurisdiction of incorporation.

3.2 Subject to the LHG Shareholder Approval Condition being satisfied, the Seller has the requisite power, capacity and authority to execute and deliver this agreement, and each of the other Transaction Documents to which it is or will be a party, and to perform its obligations under each of them and has taken (or will by Completion have taken) all action necessary to authorise such execution and delivery and the performance of such obligations.

3.3 This agreement constitutes, and each of the other Transaction Documents to which the Seller is or will be a party will, when executed, constitute legal, valid and binding obligations of the Seller and is enforceable in accordance with their respective terms.

4. Filings and consents

4.1 All material authorisations from, and notices or filings with, each applicable Governmental Entity (for the avoidance of doubt, other than the Regulatory Clearances to be obtained by the Purchaser pursuant to clause 5) that are necessary to enable the Seller to execute, deliver and perform its obligations under this agreement and each of the other Transaction Documents to which

it is or will be a party have been obtained or made (as the case may be) and are in full force and effect and all conditions of each such authorisation have been complied with in all material respects.

5. No default

The execution and delivery by the Seller of this agreement and of each of the other Transaction Documents to which it is or will be a party and the performance of the obligations of the Seller under it and each such other Transaction Document does not and will not conflict with or constitute a material default or material breach under any provision of:

(a) any agreement or instrument to which the Seller is a party or by which it is bound, subject to the Avocet Condition being satisfied;

(b) the constitutional documents of the Seller; or

(c) any law, lien, lease, order, judgment, award, injunction, decree, ordinance or regulation or any other restriction of any kind or character by which the Seller is bound.

6. Solvency – Target Group

6.1 No order has been made, and no petition has been presented or resolution passed, for the winding up of any Target Group Company or for the appointment of a liquidator or provisional liquidator to any such entity.

6.2 No administrator has been appointed in relation to any Target Group Company and, so far as the Seller is aware, no notice has been given or filed with any court of an intention to appoint such an administrator.

6.3 So far as the Seller is aware, no petition or application has been presented or order made for the appointment of an administrator in respect of any Target Group Company.

6.4 No receiver or administrative receiver has been appointed, nor any notice given of the appointment of any such person, over the whole or part of a Target Group Company's business or assets.

6.5 No moratorium has been sought or has been granted under any applicable insolvency legislation in respect of a Target Group Company.

6.6 No voluntary arrangement has been proposed or approved by a Target Group Company or a Seller under any applicable insolvency legislation in respect of a Target Group Company.

6.7 No compromise or scheme of arrangement has been proposed to, or proposed, approved, agreed to, or sanctioned by, all of, or an entire class of, the creditors of a Target Group Company.

6.8 No Target Group Company has stopped paying its debt**s** as and when they fall due or become unable to pay its debts within the meaning of section 123(1) of the Insolvency Act 1986.

7. Solvency and Business Compliance – Seller

7.1 The Seller is not insolvent under the laws of any relevant jurisdiction or unable to pay its debts as they fall due and the Seller has not stopped paying its debts as they fall due.

7.2 No administrator, receiver or administrative receiver has been appointed in respect of the whole or any part of the assets or undertakings of the Seller.

7.3 No order has been made and no resolution has been passed for the winding-up of the Seller and no petition has been presented for that purpose.

7.4 No voluntary arrangement, compromise or similar arrangement with creditors has been proposed, agreed or sanctioned in respect of the Seller.

7.5 Outside the UK, no event or circumstance has occurred or exists analogous to those described in paragraphs 7.1 to 7.4.

7.6 There are no:

(a) outstanding judgments, orders, injunctions or decrees of any Governmental Entity or arbitration tribunal against the Seller;

(b) lawsuits, actions or proceedings pending or, to the Seller's knowledge, threatened against, the Seller; or

(c) investigations by any Governmental Entity which are pending or, to the Seller's knowledge, threatened against the Seller,

which have adversely affected, or that would reasonably be expected to affect adversely, the Seller's right and ability to perform its obligations under this agreement or each of the other Transaction Documents in any material respect.

7.7 Neither the Seller nor: (i) any other member of the Seller's Group; or (ii) any of the Seller's officers, or directors is a Restricted Person.

8.

9.

9.1

Part 2

BUSINESS WARRANTIES

1. Accuracy of Information

The particulars relating to:

(a) the Company set out in Schedule 1; and

(b) the other Target Group Companies set out in Schedule 1,

1.1 are true and accurate in all respects.

2. Target Group Companies

2.1 The Company is not, and has not agreed to become, the holder or beneficial owner of any class of any shares, debentures or other securities or ownership interests of any person anywhere in the world save for the Subsidiaries.

2.2 The statutory books and records (including registers, minute books and share ledgers or shareholder lists) of each Target Group Company which are required to be maintained under Applicable Law (the **Books and Records**) have, since the Relevant Date, been kept up to date and maintained in accordance with Applicable Law and contain complete and accurate records of all matters required to be dealt with in such Books and Records, and no Target Group Company has, since the Relevant Date, received a written notice or allegation that any Books and Records are incorrect or should be rectified.

2.3 The Books and Records are in the possession or control of the Target Group Companies.

2.4 Since the Relevant Date, all filings and registrations required by Applicable Law to be delivered or made by the Target Group Companies to company registries or commercial registers in each relevant jurisdiction have been duly delivered or made.

2.5 The articles of association and other constitutional documents in the Data Room are true and accurate copies of the articles of association and other constitutional documents of the Target Group Companies and, since the Relevant Date there have not been and are not any breaches by any Target Group Company of its articles of association or constitutional documents.

2.6 No Target Group Company has any obligation to pay any deferred consideration or earn out with respect to the acquisition of any member of the Target Group, other than any deferred consideration or earn out which has been specifically provided for in the Accounts or the Management Accounts.

2.7 The execution and delivery of this agreement and of each of the other Transaction Documents, and the performance of the obligations thereunder, does not and will not conflict with or constitute a material default or material breach under any provision of (i) the constitutional documents of any member of the Target Group, or (ii) any law, lien, lease, order, judgment, award, injunction, decree, ordinance or regulation or any other restriction of any kind or character by which a member of the Target Group is bound.

3. Accounts

3.1 The final audited or unaudited financial statements and accounts of each of the Company and Life Molecular Imaging GmbH: (i) for each of the three (3) financial years ending on 30 September 2022, 30 September 2023 and 30 September 2024; and (ii) for the calendar months ending 31 October and 30 November 2024 have been prepared:

(a) under the historical cost convention and in accordance with all (i) Applicable Laws applicable to the preparation of such audited or unaudited financial statements and accounts, and (ii) Applicable Accounting Standards as at the relevant date of their financial year end; and

(b) are not materially affected by any changes or inconsistencies of accounting policies or practices.

3.2 The Accounts identified as being audited in column (3) of the table set out in Schedule 2:

(a) give a true and fair view of the assets, liabilities, financial position and state of affairs of the relevant Target Group Company as at the Accounts Date and of the profit and loss of the relevant Target Group Company for the financial year ended on the Accounts Date; and

(b) have been fully and properly prepared in accordance with the Applicable Accounting Standards and Applicable Law, using the same accounting policies as those adopted and applied in preparing the accounts of such Target Group Company for the previous three financial years applied on a consistent basis.

3.3 The Accounts identified as being unaudited in column (3) of the table set out in Schedule 2:

(a) give a view of the assets and liabilities of the relevant Target Group Company as at the Accounts Date and of the profit and loss of the relevant Target Group Company for the financial year ended on the Accounts Date, that does not materially misstate such assets and liabilities and profits or losses; and

(b) have been prepared in accordance with the Applicable Accounting Standards and Applicable Law, using the same accounting policies as those adopted and applied in preparing the accounts of such Target Group Company for the previous three financial years applied on a consistent basis.

3.4 The value of each of the fixed assets in the Accounts does not exceed its current market value.

3.5 The Management Accounts:

(a) have been prepared in good faith with reasonable skill, attention and care and on a basis consistent with the basis employed in preparing such accounts for the immediately preceding 12-month period and were derived from the books of account and ledgers of the relevant Target Group Company; and

(b) do not materially misstate, taken as a whole, the assets and liabilities and the profit and loss of the Target Group as at the Management Accounts Date for the period then ended.

3.6 Since the Accounts Date:

(a) no Target Group Company has declared, made or paid any dividend or other distribution to its members or shareholders;

(b) the business of each Target Group Company has been carried on in the ordinary and usual course consistent with past practice and as a going concern;

(c) no Target Group Company's business has been materially and adversely affected by any factor, save for such factors affecting similar businesses to a like extent;

(d) no Target Group Company has incurred capital expenditure or additional borrowings or any other indebtedness otherwise than in the ordinary and usual course of business;

(e) there has been no material change to the policies of any Target Group Company with respect to the payment of any creditors or collection from any debtors;

(f) no Target Group Company has issued or allotted or agreed to issue any share or loan capital and no share or loan capital of a Target Group Company has been repaid in whole or in part or has become liable to be repaid;

(g) there has been no material change in any method of accounting practices of any Target Group Company, except as required by the Applicable Accounting Standards;

(h) no Target Group Company has agreed or committed to do any of the actions in paragraphs (a) to (g) above; and

(i) there has been no material adverse change in the financial or trading position or prospects of any Target Group Company and the Target Group's business has not been materially and adversely affected by the loss of any customer or source of supply.

3.7 No Target Group Company has, since the Accounts Date, released any debtor on terms requiring it to pay less than the book value of any debt nor engaged in any financing arrangements or arrangements having the commercial effect of borrowing, in each case that is not shown in the Accounts.

4. Licences

4.1 Each Target Group Company has all licences, permissions, authorisations and consents (including Marketing Authorisations) required for the carrying on of its business as at the date of the agreement in all material respects, and such licences, permissions, authorisations and consents are in full force and effect and are being complied with in all material respects. So far as the Seller is aware, no such licence, permission, authorisation or consent is likely to be suspended, modified or revoked or expire without the ability of the Target Group Company to seek to renew such licence, permission, authorisation or consent.

4.2 No Target Group Company has, since the Relevant Date, received written notice from any Governmental Entity that it is materially in default under any licence, permission, authorisation or consent (including any Marketing Authorisation) and so far as the Seller is aware, no facts, matters or circumstances are existing that may give rise to such a notice being given or issued.

4.3 Other than any pending variations, amendments, supplements or extensions as disclosed in the Disclosed Information, each Marketing Authorisation (in each case to the extent a Product is Commercialised pursuant to or in reliance upon the relevant Marketing Authorisation) is in full force and effect, no Marketing Authorisation is subject to revocation proceedings and, so far as the Seller is aware, there are no circumstances existing that would reasonably be expected to lead to the revocation of any Marketing Authorisation.

5. Compliance with laws

5.1 Each Target Group Company is conducting and has, since the Relevant Date, conducted its business in material compliance with Applicable Law and no Target Group Company is or has, since the Relevant Date, been in breach in any material respect of any Applicable Law.

5.2 No Target Group Company has, since the Relevant Date, received written notice from any Governmental Entity that it is in violation of any statute, regulation, order, decree or judgment of any court of the jurisdiction in which it is incorporated, where such violation or default would have a material adverse effect on the business of such Target Group Company.

5.3 There is no disciplinary proceeding or enquiry by, or order, decree, decision or judgment of, any court, tribunal, arbitrator, governmental agency or regulatory body outstanding against any Target Group Company.

6. Business compliance

6.1 So far as the Seller is aware, no Target Group Company is in violation of, has violated in the period since the Relevant Date, or has otherwise engaged in conduct that could reasonably be expected to result in the application of punitive measures directly pursuant to, any applicable Anti-Bribery Laws, Anti-Money Laundering Laws or Sanctions in connection with the business of the Target Group.

6.2 No Target Group Company, nor any director or officer of any Target Group Company is a Restricted Person.

6.3 Except as Disclosed by the Seller, no Target Group Company is conducting, or has since the Relevant Date conducted, any business activities directly or, so far as the Seller is aware, indirectly involving or otherwise relating to any Restricted Person, any Sanctioned Country, Russia or Belarus.

6.4 So far as the Seller is aware, no Target Group Company is, or has been, in the period since the Relevant Date, subject to any litigation, arbitration, settlement, alternative dispute resolution or proceedings, or Sanctions Authority-initiated investigation, concerning any offence, or potential offence, by any Target Group Company under applicable Anti-Bribery Laws, Anti-Money Laundering Laws and/or Sanctions in connection with the business of the Target Group.

7. Regulatory

No Target Group Company engages in any activities that would require a mandatory filing pursuant to the UK's National Security and Investment Act 2021 (including any related or ancillary regulations) as a result of the transactions contemplated by this agreement.

8. Products

8.1 The manufacture of all Products has (since the Relevant Date) been and is being conducted in material compliance with all Applicable Laws including applicable Good Manufacturing Practices. No manufacturing site owned or leased by any Target Group Company, or, so far as the Seller is aware, any of their respective contract manufacturers (including PET manufacturing facilities) for any Product or component thereof, is or, since the Relevant Date, has been, subject to a shutdown or import or export prohibition related to the Products imposed or requested by any Governmental Entity. No Target Group Company or, so far as the Seller is aware, any of their respective contract manufacturers for any Product or component thereof, has, since the Relevant Date, received any (i) FDA Form 483, (ii) warning letter, (iii) untitled letter, (iv) requests or requirements to make changes to any Product or any manufacturing processes or procedures related to any Product, or (v) other similar correspondence or written notice from the FDA or any other Governmental Entity alleging or asserting material noncompliance with Applicable Law with respect to any Product. So far as the Seller is aware, no event has occurred since the Relevant Date which would reasonably be expected to lead to any material proceeding, enforcement, inspection or other action by any Governmental Entity or any FDA Form 483 warning letter, untitled letter or request or requirement to make changes to the Products or any component thereof or the manner in which the Products or any component thereof are manufactured.

8.2 All animal studies or other preclinical tests performed since the Relevant Date in connection with or as the basis for any Clinical Trial Authorisation or Regulatory Approval required for any Product either (i) have been conducted in accordance, in all material respects, with applicable Good Laboratory Practices or (ii) involved experimental research techniques that could not be performed by a registered Good Laboratory Practices testing laboratory and have employed in all material

respects the procedures and controls generally used by qualified experts in animal or preclinical study of products comparable to those being developed by any Target Group Company. Since the Relevant Date, no Target Group Company has received any written notice or other communication from a Governmental Entity alleging or asserting material noncompliance with Applicable Law with respect to any animal or preclinical study with respect to any Product, or recommending or requiring the termination, suspension or material modification of any animal or preclinical study with respect to any Product. Since the Relevant Date, no Target Group Company has collected, maintained, altered, or reported data from any animal study or other preclinical test performed in connection with or as the basis for any Clinical Trial Authorisation or Regulatory Approval or clearance required for any Product in a manner that, if such data were reported to FDA or another Governmental Entity, would be or would result in an untrue statement of material fact or fraudulent statement to FDA or any other Governmental Entity.

8.3 All clinical trials being conducted by or, as far as the Seller is aware, on behalf of a Target Group Company have (since the Relevant Date) been and are being conducted in material compliance with Applicable Laws, including Good Clinical Practices. Since the Relevant Date, no Target Group Company has received any written notices, correspondence or other communication from any Governmental Entity or any ethics committee or institutional review board, alleging or asserting material noncompliance with Applicable Law with respect to any clinical trial conducted by or, as far as the Seller is aware, on behalf of a Target Group Company, or recommending or requiring the termination, suspension or material modification of any planned or ongoing clinical trials conducted by, or, as far as the Seller is aware, on behalf of, a Target Group Company. Since the Relevant Date, no Target Group Company has collected, maintained, altered, or reported data from any clinical study performed in connection with or as the basis for any Clinical Trial Authorisation or Regulatory Approval for any Product in a manner that, if such data were reported to FDA or another Governmental Entity, would be or would result in an untrue statement of material fact or fraudulent statement to FDA or any other Governmental Entity.

8.4 The Products sold by the Target Group Companies since the Relevant Date have been sold in compliance in all material respects with Applicable Law, the applicable Marketing Authorisation and all applicable product specifications.

8.5 All material documents, reports and notices required to be maintained or filed with any Governmental Entity by the Target Group Companies with respect to the Target Group or any Product have been so maintained or filed on a timely basis, and were complete and accurate in all material respects as of the date of filing (or were subsequently updated, changed, corrected, or modified prior to the date of this agreement).

8.6 No material regulatory, clinical or safety event has occurred in relation to the Pipeline Products and no Target Group Company has received any notification or claim from any person of any such event (or the possibility of any such event). So far as the Seller is aware, since the Relevant Date no serious Adverse Event has occurred which should have been reported (but has not yet been reported) to any Governmental Entity or ethics committee or institutional review board with respect to the safety, efficacy or quality of any Product.

8.7 There are no material outstanding claims (being a written claim, legal action, proceeding, suit, investigation, prosecution, mediation, or arbitration) against any Target Group Company in respect of defects or otherwise relating to liability for the Products manufactured or supplied by any of them, nor has any such claim been threatened in writing since the Relevant Date.

8.8 Since the Relevant Date, no Target Group Company has:

(a) either voluntarily or involuntarily, initiated, conducted or issued, or caused to be initiated, conducted or issued, any recall, market withdrawal, or replacement, safety alert, warning,

"dear doctor" letter, investigator notice, or other notice or action relating to an alleged lack of safety or efficacy or material regulatory compliance of any Product and no material Adverse Event claim has been made or brought against any Target Group Company relating to the efficacy or safety of any Product that is Commercialised by the Seller's Group; or

(b) withheld from any Governmental Entity any information in the possession of a Target Group Company relating to the safety, toxicity, quality or efficacy of any Product that is Commercialised by the Seller's Group that has been requested by any Governmental Entity or is required by Applicable Law to be disclosed to a Governmental Entity.

8.9 No Target Group Company, nor, as far as the Seller is aware, any officer, director, managing employee or agent of any Target Group Company (as that term is defined in 42 C.F.R. § 1001.1001): (i) has, since the Relevant Date, made an untrue statement of a material fact or any fraudulent statement, committed an act, made a statement, or failed to make a statement that, at the time such disclosure was made, would reasonably be expected to provide a basis for the FDA to invoke its Application Integrity Policy "Fraud, Untrue Statements of Material Facts, Bribery, and Illegal Gratuities," set forth in 56 Fed. Reg. 46191 (September 10, 1991) or for any other equivalent Governmental Entity to invoke any similar policy; (ii) has, since the Relevant Date, been charged with or convicted of any criminal offense relating to the delivery of an item or service under Medicare, Medicaid, TRICARE or any similar government health care program (collectively, **Federal Health Care Programs**); (iii) has, since the Relevant Date, been subject to, or convicted of any crime or engaged in any conduct for which debarment, exclusion, or suspension from participation in any Federal Health Care Program, or otherwise under 21 U.S.C. Section 335a, 42 U.S.C. Section 1320a-7 or any similar Applicable Law, is mandated or permitted; (iv) has, since the Relevant Date, had a civil monetary penalty assessed against it, him or her under Section 1128A of the Social Security Act, codified at Title 42, Chapter 7, of the United States Code; (v) is currently listed on the United States General Services Administration published list of parties excluded from federal procurement programs and non-procurement programs or the HHS/OIG List of Excluded Individuals/Entities; (vi) has, since the Relevant Date, been entered on, or engaged in any conduct that would reasonably be expected to result in entry on, any of the FDA Clinical Investigator enforcement lists, including (A) the Disqualified/Totally Restricted List, (B) the Restricted List or (C) the Adequate Assurances List; (vii) as far as the Seller is aware, is the target or subject of any current or potential investigation relating to any Federal Health Care Program-related offense; (viii) has, since the Relevant Date, been debarred or is subject to debarment pursuant to Section 306 of the Federal Food, Drug and Cosmetic Act (21 U.S.C. 335a); (ix) has, since the Relevant Date, been disqualified pursuant to 21 C.F.R. § 312.70 or § 812.119; or (x) has, since the Relevant Date, engaged in any activity that is in violation of, or is cause for civil penalties, debarment or mandatory or permissive exclusion under Applicable Law.

9. Properties

9.1 The descriptions of the Properties set out in Schedule 3 are true and accurate.

9.2 The Properties are the only real property leased or occupied by a Target Group.

9.3 The Target Group Company named in Schedule 3 as lessee of each Property is entitled to use of the whole of such Property in accordance with the relevant lease.

9.4 Where the interest of any Target Group Company in any of the Properties is as a lessee under a lease:

(a) no lease has been terminated and no Target Group Company has received any notification relating to the termination of any such lease;

(b) there are no subsisting material disputes that have been notified to any Target Group Company between any Target Group Company and the landlord under the relevant lease in relation to such lease;

(c) so far as the Seller is aware, there is no material subsisting breach, nor any material non-observance of any covenant, condition or agreement contained in any such lease on the part of the Target Group Company; and

(d) save as disclosed in the Data Room, no rent review under any lease is outstanding.

9.5 No Target Group Company has at any time assigned or otherwise disposed of any freehold, leasehold or licensed property in respect of which any Target Group Company has any continuing liability either: (i) as original contracting party; (ii) by virtue of any direct covenant or under an authorised guarantee agreement given on a sale or assignment to or from any Target Group Company or as a surety for the obligations of any other person in relation to such property; or (iii) by virtue of any other arrangement.

9.6 There are no outstanding actions, disputes, claims or demands between a Target Group Company and any third party which have had or may have a material adverse effect on the use of any Property for the purpose of the Target Group Company's business.

10. Environment

10.1 Each Target Group Company has all Environmental Licences necessary for its business (all of which are valid and subsisting) and is in material compliance with the terms and conditions of such Environmental Licences.

10.2 Each Target Group Company is conducting, and has since the Relevant Date conducted, in all material respects, the business of the Target Group in compliance with applicable Environmental Law and the Environmental Licences.

10.3 No circumstances exist which could result in any Environmental Licence being revoked, suspended, varied or limited or which might prejudice its renewal, nor are there any circumstances which require any further material Environmental Licence to be obtained.

10.4 No Target Group Company is nor since the Relevant Date has been the subject of or otherwise a party to any material litigation, arbitration, settlement, alternative dispute resolution or proceedings directly concerning Environmental Law.

10.5 So far as the Seller is aware, there is no pollution or contamination of the Environment attributable to the operations of the business of the Target Group, which could reasonably be expected to give rise to, or result in, material liabilities on any Target Group Company.

11. Intellectual Property Rights

11.1 Folder Eagle_Mainroom/03_IP/10_IP Overview/10_Update_11-Nov-2024 of the Data Room contains lists of all (i) Patents issued by or filed with any Governmental Entity, (ii) applications for registration or registered Trademarks, (iii) any material unregistered Trademarks used on the label or packaging for the Product, (iv) applications for registration or registered Copyrights and (v) internet domain name registrations, websites and social media handles, in each case, comprised in the Owned Company Intellectual Property.

11.2 Each of the Patents that is Registered Company Intellectual Property that is Owned Company Intellectual Property and that is material to the Business as currently operated and conducted identifies each inventor of the claims thereof as determined in accordance with the Applicable Law

of the jurisdiction in which such Patent is issued or is pending, or, in the case of abandoned Patents, was pending.

11.3 The Owned Company Intellectual Property and the Non-Owned Company Intellectual Property licensed or sublicensed to the Target Group constitutes all of the Intellectual Property Rights that are material and necessary to operate and conduct the Business as currently operated and conducted, and, so far as the Seller is aware, as the Business so far as it relates to NeuraCeq and PI-2620 is currently contemplated by the Target Group to be operated and conducted. Neither the Seller's Group, nor, so far as the Seller is aware, any other party own or have rights in any Intellectual Property Rights (y) that are material and necessary to operate and conduct the Business as currently operated and conducted or (z) that are material to the Commercialisation of the Product and, so far as the Seller is aware, as the Business so far as it relates to NeuraCeq and PI-2620 is currently contemplated by the Target Group to be operated and conducted.

11.4 Copies of all agreements in respect of Non-Owned Company Intellectual Property to which a member of the Target Group is a party are available in the Data Room. Each such agreement is in full force and effect.

11.5 (i) So far as the Seller is aware, the Commercialisation of the Product in the United States does not, infringe any valid Patents of any Person, (ii) no member of the Seller's Group or the Target Group has filed or threatened in writing (including any writing consisting of an unsolicited written offer to license any of the Owned Company Intellectual Property or a request for indemnification) any material claims alleging that a Third Party has infringed, misappropriated or otherwise violated any Company Intellectual Property, (iii) so far as the Seller is aware no Third Party has infringed, misappropriated, or otherwise violated any Company Intellectual Property, (iv) no Third Party has filed or threatened in writing (including any writing consisting of an unsolicited written offer to license such Third Party's Intellectual Property Rights or a request for indemnification) any material claims alleging that any member of the Seller's Group or Target Group has infringed, misappropriated or otherwise violated any Person's Intellectual Property Rights and (v) no such claims, cases, or threats are currently pending and, so far as the Seller is aware, there are no facts or circumstances that could give rise to any such claims, cases or threats.

11.6 (i) None of the material Owned Company Intellectual Property has been or currently is the subject of any Action; (ii) so far as the Seller is aware, none of the material Non-Owned Company Intellectual Property has been or currently is the subject of any Action; and (iii) so far as the Seller is aware, none of the material Owned Company Intellectual Property and none of the material Non-Owned Company Intellectual Property has been or currently is the subject of any threatened Action. No material Owned Company Intellectual Property and, so far as the Seller is aware, no material Non-Owned Company Intellectual Property has been or currently is the subject of any Order (x) restricting the rights of any member of the Target Group in, to and under such Company Intellectual Property, (y) adversely affecting the validity, enforceability, use, right to use, ownership, registration, right to register, priority, duration, scope or effectiveness of any such Company Intellectual Property or (z) triggering any additional payment obligations with respect to any such Company Intellectual Property.

11.7 All right, title and interest in and to all of the material Owned Company Intellectual Property are owned solely by a member of the Target Group free and clear of all Encumbrances. With respect to each item of Registered Company Intellectual Property that is material Owned Company Intellectual Property or that is material Non-Owned Company Intellectual Property, no written notice from any Third Party challenging their scope, registration, right to register, duration, validity, priority, inventorship, enforceability or ownership thereof has been received by the Seller's Group or the Target Group. With respect to each item of Registered Company Intellectual Property that is material Owned Company Intellectual Property, and to Seller's knowledge, with respect to Registered Company Intellectual Property that is material Non-Owned Company Intellectual Property , (i) each such item is not the subject of any re-examination proceeding, inter partes review proceeding, post

grant review proceeding, opposition, or any other proceeding or dispute challenging their scope, ownership, registration, right to register, duration, priority, inventorship, enforceability or validity, , (ii) no opposition, extension of time to oppose, interference, rejection, or refusal to register has been pending, filed or issued in connection with any application to register any such item, (iii) except with respect to Patents, each such item is subsisting, in full force and effect, valid and enforceable and, with respect to Patents, each such item is subsisting, in full force and effect and enforceable, and, so far as the Seller is aware, valid; and (iv) the Seller's Group and Target Group have complied with its duty of candor and disclosure in all material respects and has made no material misrepresentations in the filings submitted by it to any applicable Governmental Entity with respect to all such Patents. All fees, Taxes, annuities and other payments associated with filing, prosecuting, issuing, recording, registering or maintaining any Registered Company Intellectual Property that is material Owned Company Intellectual Property or that is material Non-Owned Company Intellectual Property that are due prior to the Completion Date have been, so far as the Seller is aware, paid in full in a timely manner to the proper Governmental Entity.

11.8 No member of the Seller's Group or any Target Group Company is party to any contract currently in force granting another Person (other than another Target Group Company), or permitting another Person (other than another Target Group Company) to retain, with respect to (i) any material Owned Company Intellectual Property, (ii) material Non-Owned Company Intellectual Property that is exclusively licensed to any member of the Target Group, the first right, as between such other Person and the applicable member of the Target Group, (1) to bring any infringement, misappropriation or other enforcement action with respect to any such Company Intellectual Property; (2) to defend any claim of infringement, misappropriation or other violation arising from the use or practice or other exploitation of any such Company Intellectual Property (or pursuant to which the Target Group expressly agrees to indemnify any Person against any such claim) or (3) to control the prosecution or maintenance of any such Company Intellectual Property.

11.9 (i) All current and former officers (or equivalents) and employees of the Seller's Group and Target Group who have access to any trade secrets or other material confidential and non-public information of the Target Group or who have conceived of or reduced to practice any Intellectual Property Rights for or on behalf of the Target Group that is material to the Business as currently conducted have executed and delivered to the Target Group a binding and enforceable written agreement which includes customary confidentiality terms and restrictions on use sufficient to protect the proprietary interest of the Target Group with respect to any such trade secrets or other material confidential and non-public information to which such Person may be provided access and which provides for the present assignment to a member of the Target Group of all such Persons' rights, title and interest in and to any Intellectual Property Rights made in the course of services performed for the Seller's Group or Target Group by such Persons; (ii) all current and former consultants and independent contractors to the Seller's Group and Target Group who have access to any material confidential and non-public information of the Target Group or who have conceived of or reduced to practice any material Intellectual Property Rights for or on behalf of the Target Group have executed and delivered to the Target Group a binding and enforceable written agreement which includes customary confidentiality terms and restrictions on use sufficient to protect the proprietary interest of the Target Group with respect to any such confidential and non-public information to which such Person may be provided access and which provides for the present assignment to a member of the Target Group of all such Persons' rights, title and interest in and to any Intellectual Property Rights made in the course of services performed for the Seller's Group or Target Group by such Persons; (iii) so far as the Seller is aware, no current or former officer (or equivalent), employee, consultant or independent contractor of the Seller's Group or Target Group is in violation of any term of any such confidentiality agreement or assignment agreement between such individual or other Person and the Seller's Group or Target Group; and (iv) so far as the Seller is aware, the Seller's Group and Target Group have complied with all applicable procedures (y) mandated by Applicable Law relating to assignments by any officer (or equivalent), employee, consultant or independent contractor of the Seller's Group and Target Group with respect to any Intellectual Property Rights made in the course of services performed by any such Person for the Seller's Group

or Target Group that is material to the Business as currently conducted or (z) that are necessary to effectuate the transfer of all right, title and interest of such officer (or equivalent), employee, consultant or independent contractor in and to any such Intellectual Property Rights to the Target Group. No current or former officers (or equivalents) or employee of the Seller's Group or the Target Group or, so far as the Seller is aware, current or former consultants and independent contractors to the Seller's Group or Target Group who have conceived of or reduced to practice any Intellectual Property Rights for or on behalf of any member of the Seller's Group or Target Group that is material to the Business as currently conducted owns any right, title, or interest in or to any such Intellectual Property Rights created or developed by such officer (or equivalent), employee, consultant or independent contractor during their employment or other engagement with such Seller's Group or Target Group Company, and, the Seller's Group and Target Group have not received any written notice or claim to the contrary and, so far as the Seller is aware, there are no facts or circumstances that could give rise to any such claims.

11.10 With respect to each Patent included in the Registered Company Intellectual Property that is Owned Company Intellectual Property, (i) the applicable member of the Seller's Group or Target Group has complied in all material respects with all Applicable Laws in connection with the filing and prosecution of such Patent, and (ii) so far as the Seller is aware, all listed inventors of such Patent are the sole inventors of such Patents and have irrevocably assigned all right, title and interest in and to such inventions and Patents to a member of the Target Group (including through Third Parties, if applicable) pursuant to a valid and enforceable assignment agreement recorded with the applicable Governmental Entity.

11.11 So far as the Seller is aware, no trade secrets or material confidential or proprietary Know-How, data or information of the Target Group has been disclosed to any Person unless such disclosure was made pursuant to a commercially reasonable written agreement with provisions that include customary confidentiality terms and restrictions on use sufficient to protect the proprietary interest of the Target Group with respect to such trade secrets or other confidential and non-public Know-How, data or information and requiring such Person to maintain the confidentiality of such trade secrets, Know-How, data or information. so far as the Seller is aware, there has not been any breach or threat of a breach by any such Person of any such agreement. The Seller's Group and the Target Group have taken commercially reasonable measures at least commensurate with industry standards to protect, preserve and maintain the confidentiality of the trade secrets and other material confidential or other proprietary Know-How, data or information included in the Owned Company Intellectual Property.

11.12 Other than pursuant to a contract set forth in the folders "*Eagle_Cleanroom/02_Company_Obligations/ FBBNeuraceq", "Eagle_Cleanroom/02_Company_Obligations/PI-2620", Eagle_Cleanroom/02_Company_Obligations/ADDF" and "Eagle_Cleanroom/04_Contracts/Litigation*" in the Data Room, there are no royalties, license fees, honoraria or other payment obligations of the Target Group with respect to any of the material Non-Owned Company Intellectual Property.

11.13 No member of the Seller's Group or the Target Group has received any written opinions from counsel with respect to the validity, invalidity, enforceability, unenforceability, inventorship, non-infringement or infringement of any Company Intellectual Property.

11.14 Except for any fees payable to a Governmental Entity to issue, register or maintain any of the Registered Company Intellectual Property listed and for any payments required pursuant to a contract listed in the Signing Disclosure Letter and the Completion Disclosure Letter, no payment of any kind is required to be made to any Person for the ownership or use of, or with respect to any covenant not to sue or immunity from suit under, any material Company Intellectual Property. So far as the Seller is aware, no funding, facilities or personnel of any educational institution or Governmental Entity were used to develop or create, in whole or in part, any material Owned Company Intellectual Property.

11.15 No Governmental Entity or agency or any university, college or other educational or research institution (each, an **R&D Sponsor**) has any valid claim of right to, ownership of or other encumbrance on any material Owned Company Intellectual Property. No funding, facilities or personnel of any R&D Sponsor were used, directly or indirectly, to develop or create, in whole or part, any material Owned Company Intellectual Property, in such a manner that could adversely affect the Target Group's rights in such Owned Company Intellectual Property.

11.16 Neither the execution, delivery or performance of this agreement, nor the consummation of any of the transactions or agreements contemplated by this agreement, will, with or without notice or the lapse of time or both, result in, (i) a loss of, or Encumbrance on, any material Owned Company Intellectual Property or, so far as the Seller is aware, any material Non-Owned Company Intellectual Property, (ii) the grant, assignment or transfer to any other Person of any license or other right or interest under, to, or in any material Owned Company Intellectual Property or, so far as the Seller is aware, any material Non-Owned Company Intellectual Property, (iii) any material Owned Company Intellectual Property, or, so far as the Seller is aware, any material Non-Owned Company Intellectual Property becoming subject to any restriction with respect to its use or operation in the Business as currently conducted, or (iv) any loss or termination of any license or other right held by the Target Group with respect to any material Non-Owned Company Intellectual Property or a change in the scope of any such license or right or a change to the payments under any such license.

12. Material Contracts

12.1 A copy of each contract to which any Target Group Company is a party and which:

(a) is an association, partnership, joint venture, consortium, or profit or loss sharing arrangement, or an agency, licensing, marketing, distributorship, purchasing or manufacturing arrangement;

(b) any director or former director of any Target Group Company or any Connected Person is or has (since the Relevant Date) been interested in, whether directly or indirectly;

(c) establishes any guarantee, indemnity, suretyship, form of comfort or support (whether legally binding or not) given by any Target Group Company in respect of any other party's liability (contingent or otherwise) for any obligations;

(d) materially restricts its freedom, or that of any other Target Group Company from time to time, to carry on their respective businesses in any part of the world in such manner as they may think fit;

(e) relates to matters not within the ordinary and usual course of business of that Target Group Company;

(f) is dependent on the guarantee of any third party (including for the avoidance of doubt, any member of the Seller's Group), other than another Target Group Company;

(g) is not on arms' length terms (provided that nothing in this Seller's Warranty relates to any matter concerning transfer pricing);

(h) requires the counterparty to consent to the Transaction or grants termination rights to such counterparty upon consummation or Completion of the Transaction; or

(i) provides for any royalty, profit sharing or contingent payment right; or

(j) is otherwise material to the Business,

(any such contract a **Material Contract**)

is available in the Data Room.

12.2 The Seller is not aware of any breach of any Material Contract by the relevant Target Group Company and no Target Group Company has received written notice from any counterparty to any Material Contract that any Target Group Company is in breach of the terms of such Material Contract.

12.3 All of the Material Contracts to which a member of the Target Group is a party are in full force and effect.

12.4 No person is entitled to receive from any Target Group Company any finder's fee, brokerage or other commission in connection with the purchase of the Sale Shares.

12.5 At all times since the Relevant Date (or, if later, the date of the Material Contract), the terms of each Material Contract have been complied with in all material respects by the relevant member of the Target Group.

12.6 So far as the Seller is aware:

(a) there are no grounds for rescission, avoidance or repudiation of any of the Material Contracts to which a member of the Target Group is a party and no notice of termination or of intention to terminate has been given or received in respect of any of them during the previous 12 months; and

(b) there are no circumstances currently existing which are reasonably likely to give rise to a breach of any Material Contract by the relevant Target Group Company.

12.7 Other than the Licence and Commercial Agreement(s) or any TSA(s) (or any arrangements subject to any TSA(s)) (in each case, if and to the extent entered into between the parties) there are no existing contracts, arrangements or understandings, whether legally binding or not, between, on the one hand, any Target Group Company and, on the other hand, a member of the Seller's Group.

13. Debtors

No Target Group Company is owed any sums other than trade debts incurred in the ordinary and usual course of business or sums owed by another Target Group Company pursuant to intercompany loans.

14. Indebtedness

14.1 Details of all financial debt outstanding or available to the Target Group Companies are available in the Data Room.

14.2 No part of any borrowings of any member of the Target Group is dependent on the guarantee or indemnity of, or security provided by, another person (other than another member of the Target Group), and no contract or arrangement to which any member of the Target Group is a party is dependent on the guarantee or indemnity of, or security provided by, another person (other than another member of the Target Group).

14.3 There is no current and ongoing event of default or any other event or circumstance which would entitle any person to call for early repayment of any financial debt of a Target Group Company or to enforce any security given by a Target Group Company.

14.4 No Target Group Company has, since the Relevant Date, received written notice:

(a) that it is in default under the terms of any third party financial debt; or

(b) to repay any of its third party financial debt in advance of its stated maturity.

14.5 The amounts borrowed or guaranteed by the Target Group Companies, either individually or in aggregate, do not exceed any limitation on its borrowings or guarantees imposed by any of its financial facilities or contained in its constitutional documents, any debt programme or in any agreement or instrument binding upon any Target Group Company.

14.6 There is no outstanding guarantee, indemnity or similar assurance against loss or other security or arrangement having effect equivalent to the granting of security (whether or not legally binding) given by any Target Group Company to secure the indebtedness of any member of the Seller's Group or otherwise for the benefit of any member of the Seller's Group.

14.7 Save for any Encumbrance of which details are available in the Data Room, no Target Group Company has granted an Encumbrance over any of its assets or undertaking.

14.8 No assets of the Target Group Companies are subject to any Encumbrances which relate to the indebtedness of any member of the Seller's Group or otherwise for the benefit of any member of the Seller's Group.

14.9 No Target Group Company has received a grant or subsidy or financial assistance from a government department or agency or a local or other authority, except for subsidies and financial assistance received by a Target Group Company in connection with the COVID-19 pandemic.

14.10 Details (including the principal amount owing and interest thereon) of all indebtedness owed by a Target Group Company to any member of the Seller's Group (other than Trade Debts) are available in the Data Room.

15. Assets

15.1 All of the assets material to the operation of the Target Group included in the Accounts or acquired after the Accounts Date, other than assets disposed of or realised in the ordinary course of business and rights and retention of title arrangements arising by operation of law in the ordinary course of business (for the purposes of this paragraph, the **Material Assets**):

(a) are legally and beneficially owned by the Target Group Companies, except for those disposed of since the Accounts Date in the ordinary course of business;

(b) are free of Encumbrances or any agreement or commitment to create an Encumbrance, and no person, as far as the Seller is aware, has claimed to be entitled to create such an Encumbrance;

(c) are not subject to any lease, hire purchase agreement or factoring arrangement; and

(d) are, to the extent capable of being in possession, in possession or under the control of the Target Group Companies (except where held by a third party in the ordinary course of business).

15.2 The Target Group Companies own or have the right to use all Material Assets.

15.3 Other than pursuant to any Licence and Commercial Agreement(s) or TSA(s) (if and when entered into between the relevant parties), no Target Group Company depends on the use of assets owned by or in the name of, or facilities or services provided by, any member of the Seller's Group (other than a Target Group Company) and there are no contracts material to the Business which relate both to the Target Group and any member of the Seller's Group (other than a Target Group Company).

15.4 The rights, properties, assets and facilities owned by the Target Group, taken together with the contractual arrangements made available in the Data Room and to which the Target Group is a party, comprise all the rights, properties, assets, facilities and services necessary for the Target Group to carry on the Business immediately after Completion in all material respects in the manner in which and upon the terms on which it is carried on at the date of this agreement.

16. Litigation

16.1 Except as claimant in the collection of debts arising in the ordinary course of business, no Target Group Company is a claimant or defendant in or otherwise as a party to any claim, legal action, proceeding, suit, litigation, prosecution, investigation, enquiry, mediation, arbitration or administrative proceeding, nor, so far as the Seller is aware, since the Relevant Date has any such claim, legal action, proceeding, suit, litigation, prosecution, investigation, enquiry, mediation, arbitration or administrative proceeding been threatened in writing by or against any Target Group Company.

16.2 No Target Group Company, nor any of the properties, assets or operations which it owns or in which it is interested, is subject to any continuing injunction, judgment or order of any Governmental Entity, nor is in default under any order, licence, regulation or demand of any Governmental Entity or with respect to any order, suit, injunction or decree of any Governmental Entity.

17. Systems

17.1 No Target Group Company has, since the Relevant Date, received written notice that it is in material default under any Material IT Agreement or that any counterparty to any Material IT Agreement intends to terminate or has threatened to terminate a Material IT Agreement. Each Material IT Agreement is in full force and effect.

17.2 So far as the Seller is aware, since the Relevant Date, there have been no failures, breakdowns, security breaches or unauthorised disclosures of data in respect of the Systems that are material to the business of the Target Group.

17.3 A Target Group Company is either: (i) the owner of the Systems; or (ii) is licensed or otherwise authorised to use the Systems.

17.4 Each Target Group Company:

(a) has security measures in place to protect the Systems that are in accordance with current good industry practice to prevent Security Incidents (as that term is defined in paragraph 18.1 below); and

(b) has procedures to back up data on Systems and disaster recovery plans that are in accordance with current good industry practice.

18. Data Protection Laws

18.1 In this paragraph 18 of this Part 2 of Schedule 4:

(a) **Data Protection Authority** means any Governmental Entity responsible for the supervision and enforcement of Data Protection Law;

(b) **Data Protection Law** means all Applicable Law concerning the protection and/or processing of Personal Data or privacy;

(c) **Personal Data** has the meaning given in applicable Data Protection Law (and shall also include "personal information," "personally identifiable information," or any similar term each as defined by applicable Data Protection Law);

(d) **Security Incident** means any (i) accidental, unlawful or unauthorised access, use, loss, exfiltration, disclosure, alteration, destruction, encryption, compromise, or other processing of Personal Data; (ii) unauthorised or unlawful occurrence or series of occurrences on or conducted through the Target Group's Systems that impacts the confidentiality, integrity or availability of the Target Group's Systems; or (iii) occurrence that constitutes a "data breach," "security breach," "personal data breach," "security incident," "cybersecurity incident," or any similar term under any Data Protection Law;

18.2 Since the Relevant Date, each Target Group Company has complied in all material respects with the applicable requirements of Data Protection Laws.

18.3 As of the date of this agreement, no requests to any Target Group Company made by data subjects in respect of the exercise of rights relating to Personal Data and Data Protection Law remain unsatisfied.

18.4 Since the Relevant Date, no Target Group Company:

(a) has received any written notice from any Data Protection Authority alleging non-compliance with Data Protection Law or threatening to conduct an investigation into or take enforcement action against any Target Group Company for the same;

(b) has received any written notice of any claim or legal action brought by, or on behalf of, any person in respect of any breach of any Data Protection Laws; or

(c) has suffered a Security Incident that required notification to a Data Protection Authority, or to any other person under Applicable Law.

19. Employees

19.1 The Seller has made available in the Data Room in respect of the Target Group Companies, to the extent applicable:

(a) details of all Employees, including their job title, location, employing entity, job grade, reporting line, start date, date of birth, full-time or part-time status, remaining length of probationary period, employment status (active or nature of leave of absence), weekly working hours, current remuneration and other benefits;

(b) details of post-termination restrictions for all Senior Employees, including length and type of restriction; and

(c) any severance or redundancy policy applicable to the Employees, whether contractual or not and whether written or established by custom and practice.

19.2 The Data Room includes particulars of all persons (individuals or bodies corporate) currently engaged by any Target Group Company as an independent contractor, consultant or worker (each a "**Non-Employee**"), including length of assignment, remuneration and notice provisions.

19.3 No person is currently employed indirectly by a Target Group Company through a staffing or professional employer organisation.

19.4 Each Target Group Company has taken reasonable steps to ensure the proper and correct classification of any Non-Employee engaged by it and no allegation has been received by any Target

Group Company that any Non-Employee has been incorrectly categorised for tax, national insurance (or social security) and/or employment law purposes.

19.5 The Data Room contains copies of the standard terms and conditions of employment used by the Target Group and representative of those used by the employing entities within the Target Group depending on grade or work level, and no individuals employed by the Target Group are engaged on terms which materially deviate from those contained in the Data Room.

19.6 Since the Accounts Date, no material change has been made to the emoluments or other terms of engagement of any Senior Employee of any Target Group Company.

19.7 Save as disclosed in the Data Room, there is not in existence any written contract of employment between a Target Group Company and an Employee which cannot be terminated by the employing company by giving six months' notice or less.

19.8 None of the Senior Employees have given or been given notice to terminate their employment.

19.9 No offer of employment or engagement has been made by any Target Group Company that has not yet been accepted, or that has been accepted but where the employment or engagement has not yet started, in each case, with a gross annual basic salary or fee that exceeds USD 75,000.

19.10 The acquisition of the Sale Shares by the Purchaser or compliance with the terms of this agreement will not entitle any Employees of the Target Group Companies to terminate their employment or receive any payment or other benefit.

19.11 No Target Group Company has any outstanding liability to any Employee other than for remuneration accrued for the current wage or salary period, liabilities with respect to the Share Awards, accrued holiday pay for the current holiday year, bonuses accrued in the accounts of the relevant Target Group Company for the current bonus period or reimbursement of normal business expenses.

19.12 No loans have been made to any current, former or proposed employees or directors of a Target Group Company (or to any nominee or associate of such employees or directors) which were made or arranged by a Target Group Company, its holding company, a Subsidiary or any employee benefit trust or similar arrangement established by the Company, its holding company or a Subsidiary.

19.13 Save as disclosed in the Data Room, no trade union, works council or other body representing employees is recognised by any Target Group Company in any way for bargaining, information or consultation purposes and details of any collective agreements applicable to any Target Group Company or its Employees are in the Data Room. Neither the U.S. Subsidiary nor, with respect to U.S. Employees, any other Target Group Company has ever been a party to or had any obligations under a collective bargaining, works council or similar agreement.

19.14 No Target Group Company is, or has in the period since the Relevant Date been, involved in any strike or industrial or trade dispute or any dispute or negotiation with any trade union or other body representing Employees or former Employees. Neither the U.S. Subsidiary nor, with respect to U.S. Employees, any other Target Group Company has ever experienced, nor, so far as the Seller is aware, is there now threatened, any walkout, strike, union activity, picketing, work stoppage, work slowdown, any effort to organize or any other similar occurrence or any attempt to represent the labour force of the U.S. Subsidiary or any U.S. Employees.

19.15 No collective consultation process with any trade union, works council or other body representing Employees is required as a condition to the completion of the transactions envisaged by this agreement.

19.16 Save as disclosed, there is not in force any agreement to which any Target Group Company is party which provides that a change of control of the Target Group, whether occurring alone or in

conjunction with another event (such as termination of employment) would entitle any Employee to any payment, right or benefit and there is no term of employment for any Employee which provides that a change of control, direct or indirect, entitles the Employee to treat the change of control as amounting to a breach of the relevant contract or entitling him/her to any payment, additional period of notice or other benefit whatsoever and entitling him/her to treat himself/herself as redundant or otherwise dismissed or released from any obligation.

19.17 In the three years preceding the date of this agreement, there has not been a claim by any Employees for equal pay, unlawful deduction from wages, breach of the UK Agency Workers Regulations 2010 (or equivalent), or any claim for sexual, sexual orientation, age, disability (including discrimination arising from disability and a failure to make reasonable adjustments), religious, racial, national or ethnic discrimination or harassment or victimisation.

19.18 No Target Group Company has any:

(a) outstanding or threatened claims by any person who is now or has been an Employee, or any statutory dismissal, disciplinary or grievance procedures in progress in relation to any such person(s), or any disputes outstanding with any such person(s) or with any unions or any other body representing all or any such person(s);

(b) current or threatened industrial action (whether official or unofficial) involving any Employee; or

(c) current industrial relations matters which have been referred to any authority for advice, conciliation or arbitration; and

there are, so far as the Sellers are aware, no facts or circumstances which are likely to give rise to any such matters referred to in paragraphs (a) to (c).

19.19 Save as disclosed in the Data Room, no Target Group Company is or has in the period since the Relevant Date been involved in any dispute, claim or legal proceedings, whether arising in common law, contract, statute, pursuant to European law or otherwise with or in relation to any Employee, former Employee or contractor for compensation in excess of GBP100,000 (or such equivalent amount in any other currency). There is no action, summon, demand, charge (including unfair labour practice charge), complaint, suit, proceeding, claim, litigation, lawsuit, suspension, subpoena, debarment, investigation, arbitration, mediation, examination, audit, prosecution or other legal, administrative or arbitral proceeding pending or, so far as the Seller is aware, threatened with respect to any U.S. Employees or U.S. Consultants, on the one hand, and any Target Group Company, on the other, and so far as the Seller is aware, there are no facts that reasonably would be expected to give rise to any such actions or other proceedings.

19.20 All Employees have the right to live and work in the jurisdiction where they currently perform work for a Target Group Company.

19.21 Save as disclosed in the Data Room, in the period since the Relevant Date no Target Group Company has carried out any collective redundancy or mass dismissal of 20 or more Employees.

19.22 Each individual engaged by a Target Group Company as a self-employed contractor has been correctly categorised as self-employed for tax, national insurance and employment law purposes and no allegation to the contrary has been received by any Target Group Company.

19.23 So far as the Seller is aware, in the period of three years preceding the date of this agreement, no Target Group Company (nor any predecessor or owner of any part of their respective businesses) has been a party to a relevant transfer for the purposes of any Applicable Laws implementing EU

Directive 2001/23/EC or any other Applicable Laws having similar effect affecting any Employee (or former Employee) . No Employee has had their terms of employment varied (or purported to be varied) for any reason as a result of or connected with such a transfer.

19.24 The U.S. Subsidiary has completed a Form I-9 (Employment Eligibility Verification) for each of its employees, and each such Form I-9 has since been updated as required by Applicable Law.

19.25 No Target Group Company has (or will have, taking into account any currently anticipated employment actions) (i) effectuated a "plant closing" (as defined in the WARN Act), (ii) effectuated a "mass layoff" (as defined in the WARN Act), or (iii) undertaken any other similar action requiring notice under the WARN Act. No Target Group Company has any outstanding liability under the WARN Act.

19.26 Save where such rights vest in a Target Group Company automatically or by default pursuant to Applicable Law, each Employee and Non-Employee (current or former) has executed a nondisclosure and assignment-of-rights agreement for the benefit of one or more Target Group Companies vesting in the Target Group Companies all rights in work product created by such person during such person's period of service with the Target Group Companies.

19.27 No allegations of sexual harassment have been made against any Employee, and no Target Group Company has entered into any settlement agreements related to allegations of sexual harassment by any Employee.

19.28 Each Target Group Company is and at all times has been in material compliance with all Applicable Law governing, and all contractual commitments related to, the employment of labour and engagement of non-employee workers.

19.29 Each Target Group Company has complied fully with its legal obligations relating to PAYE, employment taxes, national or social insurance contributions, the apprenticeship levy and any similar amounts payable to a Tax Authority outside the United Kingdom.

19.30 No Tax has arisen nor so far as the Seller is aware is likely to arise to a Target Group Company as a result of any person acquiring, holding or disposing of shares or securities or an interest in shares or securities where the right or opportunity to acquire the same was acquired before the date of this Agreement and is or was available by reason of employment.

19.31 Neither the execution and delivery of this agreement nor the consummation of the transactions contemplated hereby will (alone or in connection with any other event) result in (i) a change in the ownership or effective control of a corporation or in the ownership of a substantial portion of the assets of a corporation, in each case, within the meaning of Section 280G of the Code or (ii) the payment of any amount that could, individually or in combination with any other payment, constitute an "excess parachute payment" (as defined in Section 280G(b)(1) of the Code and without regard to Section 280G(b)(4) of the Code).

19.32 Each "nonqualified deferred compensation plan" within the meaning of Section 409A of the Code that is maintained by a Target Group Company or pursuant to which any Target Group Company could have any liability, or in which any U.S. Employee or U.S. Consultant participates, has a plan document that satisfies the requirements of Section 409A of the Code and has been operated in compliance with the terms of such plan document and the requirements of Section 409A of the Code, in each case such that no Tax is or has been due or payable under Section 409A of the Code. No Target Group Company is under any obligation to pay, or pay a gross-up payment with respect to, any Taxes owed by any other person, including any Taxes under Section 409A of the Code or Section 4999 of the Code.

20. Incentives

20.1 Particulars of or, in the case of a document, a copy of, the rules and/or terms of all incentive plans or arrangements in which any current or former Employee, director, officer or consultant of any Target Group Company participates or has any entitlement to participate in (including, for the avoidance of any doubt, both securities-based and cash incentive schemes or arrangements) and any share option plans, restricted share plans, deferred bonus plans savings or investment plans, phantom plans and any ad hoc or form of individual arrangements, including in each case any such plan or arrangement which is proposed to be introduced, are in the Data Room.

20.2 The details of all incentive awards made to any current or former Employee, director, officer or consultant of any Target Group Company which are subsisting, including, where applicable, details of: (i) the Share Plan to which the Seller Share Award is subject; and (ii) the number of shares subject to the Seller Share Award, are in the Data Room.

20.3 Except in respect of the CIP EBT, no Target Group Company has at any time established, operated, settled assets to or otherwise has had any liability to any employee benefit trust or other employee trust.

20.4 Each Target Group Company (as applicable) has complied with all filing requirements in relation to all incentive plans or arrangements in which any current or former Employee, director, officer or consultant of any Target Group Company participates or has any entitlement to participate (including for the avoidance of doubt, cash incentive schemes or arrangements, the Share Plans and Seller Share Awards) to the relevant Tax Authority.

20.5 No claim in relation to any incentive plans or arrangements in which any current or former Employee, director, officer or consultant of any Target Group Company participates or has any entitlement to participate (including, for the avoidance of doubt, cash incentive schemes or arrangements, the Share Plans and/or Seller Share Award) has been made or, so far as the Seller is aware, threatened against any Target Group Company or against any person whom any Target Group Company is or may be liable to compensate or indemnify.

21. Pensions and death benefits

21.1 Other than under the Schemes or pursuant to any State Pension Scheme, no Target Group Company has any obligation to pay, provide or contribute towards any Retirement Benefit or U.S. Benefit Plan for or in respect of any current or former Employees or officers of a Target Group Company or towards any costs in respect of the provision of any Retirement Benefit or U.S. Benefit Plan.

21.2 So far as the Seller is aware, in relation to any Retirement Benefit arrangement:

(a) no Target Group Company and no director or officer of any Target Group Company or Employee or fiduciary of any U.S. Benefit Plan is engaged in any investigation, prosecution, action or other proceedings concerning any act or failure to act which may give rise to regulatory action or in relation to which a penalty, notice, direction or order might be imposed by any Governmental Entity (including by the UK Pensions Regulator under sections 38 to 56, sections 58A to 58D, or section 88A of the Pensions Act 2004, as applicable); and

(b) there are no facts or circumstances which might give rise to the same.

21.3 Each Target Group Company has paid all contributions and expenses (including contributions to any pension protection fund or *Pensions-Sicherungs-Verein Versicherungsverein auf Gegenseitigkeit* (*PSVaG*), as applicable) which are due and payable by them to the Schemes and U.S. Benefit Plans

and any State Pension Schemes in operation in the jurisdictions in which the Target Group Companies employ Employees as and when such contributions and expenses have fallen due.

21.4 The Target Group Company incorporated in the UK has complied with its automatic enrolment obligations under Part 1 of the UK Pensions Act 2008 and, so far as the Seller is aware, each Target Group Company is, and has at all times been, in material compliance with any obligations or requirements under Applicable Law with respect to the provision of Retirement Benefits.

21.5 All contributions, insurance premiums, tax and expenses payable on or before Completion by a Target Group Company to and in respect of any Retirement Benefit arrangement or U.S. Benefit Plan have been duly paid or will be paid in full to the person to whom they are due on the due dates for such payments. The contributions in respect of these Retirement Benefit arrangements have been or will be paid at the rates set out in the schedule of contributions or the payment schedule in force at the time that the contribution was due and paid.

21.6 All lump sum death and disability benefits payable by each Target Group Company in the event of the death of an Employee are fully insured with a reputable insurance company. The Seller is not aware of any reason these policies might be invalidated, or why the insurer might try to set them aside.

21.7 No Target Group Company: (i) operates or has ever operated a defined benefit pension scheme; or (ii) has at any time operated or participated in an occupational pension scheme (as defined in section 1 of the UK Pension Schemes Act 1993) located in the UK which accepts contributions from an employer based outside of the UK. As far as the Seller is aware, neither any Target Group Company, nor any ERISA Affiliate, has at any time sponsored, contributed to or had any liability with respect to (a) any employee benefit plan is subject to Title IV or Section 302 of ERISA or Section 412 of the Code; (b) a multiemployer plan within the meaning of Section 3(37) or 4001(a)(3) of ERISA; (c) a "multiple employer welfare arrangement" (within the meaning of Section 3(40) of ERISA or Applicable Law of any state in the USA); (d) a "voluntary employees' beneficiary association" within the meaning of Section 501(c)(9) of the Code; or (e) a plan, program, or arrangement that provides for health or welfare benefits in the USA on a less-than-fully insured basis (other than flexible spending accounts) or after termination of employment (except at the employee's cost, to the extent required by the continuation coverage provisions of Title I, Subtitle B, Part 6 of ERISA and Section 4980B(f) of the Code or similar provisions of state Law).

21.8 As far as the Seller is aware, each U.S. Benefit Plan that is intended to be qualified under Section 401(a) of the Code is so qualified and has received a favourable and up-to-date determination letter (or, if applicable, advisory or opinion letter) from the U.S. Internal Revenue Service, on which the applicable plan sponsor is entitled to rely, and there are no facts or circumstances that could reasonably be expected to cause the loss of such qualification or the imposition of material liability, penalty or Tax under ERISA, the Code or other Applicable Law. As far as the Seller is aware, each U.S. Benefit Plan has been operated in compliance in all material respects with its terms and Applicable Law. Neither any Target Group Company, nor any ERISA Affiliate, has or could reasonably be expected to have, any liability for any Tax under Sections 4975 through 4980 or Sections 4980B through 4980I of the Code or any penalty under Section 502 of ERISA.

22. Insurance

22.1 The folder "Eagle_Mainroom\01_Structure_Governance\Insurance Certificates" in the Data Room contains copies of the material insurance policies maintained by or on behalf of each Target Group Company (including any Seller's Insurance Policies which relate to the Target Group and any Target Group Insurance Policies).

22.2 All the material assets of each of the Target Group Companies which would normally be insured against by comparable companies carrying on similar businesses (and of a similar size operating in

similar jurisdictions) or owning assets of a similar nature have at all material times been and are insured for amounts and with deductibles and excesses reasonably regarded as adequate taking into account the size and operations of the Target Group and the jurisdictions in which the operations of the Target Group are carried on against risks normally insured against by comparable companies carrying on similar businesses (and of a similar size operating in similar jurisdictions) or owning assets of a similar nature.

22.3 Each Target Group Company has at all material times been and is reasonably (taking into account the size and operations of the Target Group and the jurisdictions in which the operations of the Target Group are carried on) covered against risks normally insured against by comparable companies carrying on similar businesses (and of a similar size operating in similar jurisdictions).

22.4 In respect of the insurance policies referred to in paragraph 22.1:

(a) no member of the Seller's Group and no member of the Target Group has received any notification that such insurances are not valid or enforceable;

(b) no act, omission, misrepresentation or non-disclosure by or on behalf of any member of the Seller's Group or any Target Group Company has occurred which makes any of these policies void, voidable or unenforceable;

(c) so far as the Seller is aware, no circumstances have arisen which would render any of the policies void or unenforceable for illegality or otherwise; and

(d) so far as the Seller is aware, there has been no breach of the terms, conditions and warranties of any of the policies that would entitle insurers to decline to pay all or any part of any claim made under the policies or to terminate any policy.

22.5 Details of all material insurance claims made by any Target Group Company since the Relevant Date are contained in the Data Room.

22.6 No insurance claim in excess of GBP250,000 is outstanding and, so far as the Seller is aware, no circumstances exist which are likely to give rise to any such insurance claim.

23. Tax

Taxation returns and records

23.1 All returns, computations, notices, accounts, statements, reports or information which were required by law to have been made by or in respect of any Target Group Company for any Taxation purpose have been properly and on a timely basis submitted to the relevant Tax Authority; all such returns, computations, notices, accounts, statements, reports and information supplied to any Tax Authority were, when submitted, correct and were made on a proper basis. None of the above is nor, so far as the Seller is aware, is likely to be the subject of any dispute with any Tax Authority. Each Target Group Company has complied on a timely basis with all notices validly served on it and any other requirements lawfully made of it by any Tax Authority.

23.2 Each Target Group Company has prepared and kept in its possession, custody or control all records, invoices and other information relating to Taxation which that Target Group Company is required by Applicable Law to maintain.

Taxation liabilities

23.3 Each Target Group Company has paid and accounted for all Tax for which it has become liable to pay and which has fallen due.

Deductions and withholdings

23.4 Each Target Group Company has made all deductions in respect, or on account, of any Tax from any payments made by it which it is required by law to have made.

Penalties and interest

23.5 In the last three years no Target Group Company has been liable to pay a penalty, surcharge, fine or interest in connection with Tax.

Concessions

23.6 The amount of Tax chargeable on any Target Group Company during the last six years has not been affected by any concession, agreement or (formal or informal) arrangement with any Tax Authority (not being a concession, agreement or arrangement based on relevant legislation or published practice).

Investigations

23.7 No Target Group Company is or has in the past three years been involved in any: (i) dispute; (ii) non-routine audit; or (iii) non-routine investigation in relation to Tax with a Tax Authority or, so far as the Seller is aware, is likely to become involved in such a dispute, audit or investigation.

Residence

23.8 No Target Group Company is treated for any Tax purpose as resident in a country other than its country of incorporation and does not have a permanent establishment, branch or fixed place of business outside such jurisdiction. No Target Group Company is liable to, and has at no time incurred any Tax in respect of income, profit or gains, in any jurisdiction other than its jurisdiction of incorporation.

Tax Groupings

23.9 No Target Group Company has, or has at any time in the last six years, (i) had its tax affairs dealt with on a consolidated basis; or (ii) formed a fiscal unity; or (iii) entered into any tax allocation or sharing arrangement (including any arrangement under which tax losses or tax reliefs are surrendered or claimed or agreed to be surrendered or claimed) in respect of its profits, gains or losses or those of any other company, in each case except as set out in the Signing Disclosure Letter and the Completion Disclosure Letter or where the only parties to the relevant arrangement, consolidation or unity are Target Group Companies.

23.10 No Target Group Company is a party to any joint venture, partnership or other arrangement or contract that could reasonably be expected to be treated as a partnership for Tax purposes.

Transfer Taxes

23.11 All documents in the enforcement of which any Target Group Company may be interested have been duly stamped (to the extent that such enforcement would require such documents to be duly stamped).

23.12 Neither entering into this agreement nor Completion will result in the withdrawal of Relief in respect of any stamp duty, stamp duty land tax, land transaction tax or any other transfer tax that was granted on or before the date of this agreement which will affect a Target Group Company.

General

23.13 No Target Group Company is nor, so far as the Seller is aware, will become in respect of periods, part periods or events falling or occurring on or before the date of this agreement, liable to pay, or to pay any amount in respect of, any Tax which is primarily chargeable to any other person.

23.14 No Target Group Company will suffer any liability to Tax in consequence of Completion, entering into this agreement or any other thing done pursuant to the terms of this agreement.

23.15 Other than in the ordinary course of business, no Target Group Company is required to include in a Post-Completion Tax Period taxable income in excess of USD100,000 attributable to income that accrued (for purposes of financial statements) in a Pre-Completion Tax Period but was not recognised for Tax purposes in any Pre-Completion Tax Period. For the purposes of this warranty 23.15, "**Post-Completion Tax Period**" means any Tax period beginning after the Completion Date and that portion of any Straddle Period beginning after the Completion Date; "**Pre-Completion Tax Period**" means any Tax period ending on or before the Completion Date and that portion of any Straddle Period ending on and including the Completion Date; and "**Straddle Period**" means any Tax period beginning on or before the Completion Date and ending after the Completion Date.

23.16 No Target Group Company has made any election to defer, or is deferring or has deferred, the payment of Taxes from a pre-Completion Tax Period to a post-Completion Tax Period.

23.17 No Target Group Company has entered into any agreement or arrangement which extends the period for assessment or payment of any Taxation.

23.18 No Target Group Company has applied for any refunds of Taxes previously paid by or with respect to the relevant Target Group Company within the past three years.

24. US Taxes

24.1 No Target Group Company has made an election under Section 897(i) of the Code to be treated as a domestic corporation.

25. Anti-avoidance

25.1 No Target Group Company has been, in the last three years, a party to, nor has otherwise been involved in, any transaction, scheme or arrangement:

(a) the main purpose of which was avoiding, deferring or reducing a liability to Tax or producing a loss for Tax purposes with no corresponding commercial or economic loss or circumventing the intended limits of a Relief; or

(b) in relation to which advisers considered that there was a risk that the Target Group Company could be liable to Tax as a result of the principles in *W. T. Ramsay Ltd v IRC* (54 TC 101) (as developed in subsequent cases), or as a result of the principles in *Halifax* (C-255/02) (as developed in subsequent cases), or under the General Anti-Abuse Rule (in Part 5 of the Finance Act 2013) or any similar legislation in any jurisdiction outside the United Kingdom; or

(c) that, so far as the Seller is aware, is or was required to be disclosed to any Tax Authority under any provisions of any Law (including, without limitation, any Law that implements Council Directive (EU) 2018/822) that requires disclosure of tax planning arrangements (including, without limitation, arrangements to avoid reporting obligations under the common reporting standard developed by the Organisation for Economic Co-operation and Development and arrangements involving offshore structures); or

(d) that, so far as the Seller is aware, is a reportable transaction within the meaning of Section 6707A(c)(1) of the Code.

25.2 So far as the Seller is aware, no Target Group Company has entered into any notifiable arrangements for the purposes of Part 7 of the Finance Act 2004, any notifiable contribution arrangement for the purpose of the national insurance contribution (Application of Part 7 of the Finance Act 2004) Regulations 2007 (SI 2007/785) or any notifiable schemes for the purposes of Schedule 11A to the Value Added Tax Act 1994, or any similar legislation in any jurisdiction outside the United Kingdom.

25.3 The Company has in place such prevention procedures (as defined in sections 45(3) and 45(7) of the Criminal Finances Act 2017 (**CFA 2017**) as it considers to be required for compliance with CFA 2017. No Target Group Company is nor has been the subject of any investigation, enquiry or enforcement proceedings regarding any offence or alleged offence under Part 3 CFA 2017, and, so far as the Seller is aware, no such investigation, enquiry or enforcement proceedings have been threatened or are pending.

26. VAT

26.1 Each Target Group Company:

(a) has complied in all material respects with all Laws relating to value added tax (**VAT**);

(b) is duly registered for the purposes of VAT in all jurisdictions in which it is required by Law to be registered;

(c) has made and accounted for all payments of VAT due from it;

(d) has made and delivered all required VAT returns to applicable Tax Authorities;

(e) is not liable to pay any penalties for non-payment of VAT; and

(f) has not been required to give security in respect of VAT.

27. Research and development tax relief

27.1 Each Target Group Company has complied with all requirements in respect of any R&D Credit, or any similar credit, payment or grant in a jurisdiction outside the United Kingdom, received or claimed. There are no current circumstances under which any amount of payment, Relief or allowance in respect of such claimed R&D Credit(s) could reasonably be expected to be disallowed or required to be repaid to any Tax Authority.

Schedule 5

CLAIMS

1. Disclosed Information

1.1 The matters disclosed in the Signing Disclosure Letter and the Completion Disclosure Letter (together, the **Disclosed Information**) shall be deemed disclosed to the Purchaser.

1.2 References in the Signing Disclosure Letter and the Completion Disclosure Letter to paragraph numbers shall be to paragraph numbers in Schedule 4 to which the disclosure most likely relates. Such references are given for convenience only and shall not limit the effect of any of the Disclosed Information, all of which is made against the Seller's Warranties (other than the Seller's Fundamental Warranties) as a whole to the extent the relevance is readily apparent on the face of such disclosure. Information set out in the Disclosed Information is included solely to qualify the Seller's Warranties (other than the Seller's Fundamental Warranties), is not an admission of liability with respect to the matters covered by such information and is not warranted in any respect whatsoever. The inclusion of any specific item or amount in the Signing Disclosure Letter and/or the Completion Disclosure Letter is not intended to imply that such item or amount (or higher or lower amounts) is or is not material, and no party shall use the fact of the inclusion of any such item or amount in the Signing Disclosure Letter and/or the Completion Disclosure Letter in any dispute as to whether any obligation, item, amount or matter not described therein is or is not material for the purposes of this agreement.

2. Exclusions

2.1 The Seller shall not be liable in respect of any Claim to the extent that the fact matter or circumstance giving rise to such Claim is taken into account in the Completion Statement in the calculation of Net Debt and/or Working Capital.

2.2 The Seller shall not be liable in respect of any Warranty Claim (other than any Fundamental Warranty Claim) to the extent that the fact, matter or circumstance giving rise to such Warranty Claim:

(a) was Disclosed in the Disclosed Information; or

(b) was disclosed in this agreement, including the Schedules; or

(c) is a fact, matter or circumstance of which the Purchaser has actual knowledge at the date of this agreement.

2.3 The Seller shall not be liable in respect of any Warranty Claim (other than any Fundamental Warranty Claim or Warranty Claim in respect of the Tax Warranties) to the extent that the fact, matter or circumstance giving rise to such Warranty Claim:

(a) was specifically disclosed in the Accounts or the Management Accounts; or

(b) has been or is made good or is otherwise compensated for without cost to the Purchaser or any Target Group Company; or

(c) would not have arisen (or would have been reduced) but for a change in legislation or a change in the interpretation of legislation on the basis of case law made after the date of this agreement (whether relating to Taxation, the rate of Taxation or otherwise) or any amendment to or the withdrawal of any practice previously published by any Tax Authority, in either case occurring after the date of this agreement, whether or not that change, amendment or withdrawal purports to be effective retrospectively in whole or in part; or

(d) would not have arisen (or would have been reduced) but for any change at or after Completion: (i) of the date to which any Target Group Company makes up its accounts; or (ii) in the bases, methods, principles or policies of accounting of any Target Group Company other than a change which is reported by the auditors for the time being of a Target Group Company to be necessary in their opinion because such bases, methods, principles or policies of accounting as at the date of Completion are not in accordance with any published accounting practice or principle then current; or

(e) would not have arisen (or would have been reduced) but for (i) any act or omission of any member of the Seller's Group or any Target Group Company on or before Completion carried out at the written request of the Purchaser or (ii) any voluntary act or omission of any Target Group Company or any other member of the Purchaser's Group after Completion in circumstances where any member of the Purchaser's Group or any Target Group Company knew or ought reasonably to have known that the relevant act or omission would give rise to a liability; or

(f) would not have arisen (or would have been reduced) but for a cessation, or any change in the nature or conduct, of any trade carried on by any Target Group Company at Completion, being a cessation or change occurring on or after Completion.

3. Financial limits

Subject to paragraph 14, the liability of the Seller shall be limited as follows:

(a) the maximum aggregate liability of the Seller arising out of or in connection with any and all Warranty Claims (other than any Fundamental Warranty Claim) and Tax Covenant Claims shall not exceed USD1;

(b) the maximum aggregate liability of the Seller arising out of or in connection with any and all Specific Indemnity Claims shall be limited to USD10,000,000; and

(c) the maximum aggregate liability of the Seller and the Seller's Group in respect of any and all Claims under this agreement (including, for the avoidance of doubt, any and all Fundamental Warranty Claims, Specific Indemnity Claims, Tax Covenant Claims and any Other Claim) shall not exceed an amount equal to the amount of the Consideration that has been paid, or has become payable and is to be paid by way of set-off in accordance with paragraph 10 of this Schedule, to the Seller.

4. Time limits

The liability of the Seller in respect of Claims shall terminate as follows:

(a) on the third anniversary of the Completion Date in respect of all Seller's Warranties (other than the Tax Warranties);

(b) on the seventh anniversary of the Completion Date in respect of the Tax Warranties and in respect of Tax Covenant Claims;

(c) on 1 January 2029, in relation to any Specific Indemnity Claim;

(d) on the seventh anniversary of the Completion Date, in respect of any claim for breach of clause 9.2; and

(e) on the date falling 24 months following the Completion Date, in respect of all Other Claims (save for Specific Indemnity Claims or Claims pursuant to clause 11.4 or clause 18),

except in respect of any Claim of which notice is given to the Seller in accordance with the provisions of paragraph 5 below before the relevant date in paragraphs (a) to ((e) above) or in respect of any Specific Tax Assessment that is notified to the Seller in accordance with clause 18 before the relevant date in paragraph (c) above or in respect of the Intangibles Dispute. The liability of the Seller in respect of any Claim shall in any event terminate if proceedings in respect of it have not been commenced within six months after the giving of notice of that Claim in accordance with the provisions of paragraph 5 below (or, if that Claim is based on a liability which at the time of the giving of such notice is contingent only, within three months after such contingent liability gives rise to an obligation to make a payment).

5. Notice

If the Purchaser or, following Completion, a Target Group Company, becomes aware of a fact, matter or circumstance which may give rise to a Claim (other than a Specific Indemnity Claim), the Purchaser shall give notice to the Seller specifying the relevant facts (including the Purchaser's estimate, on a without prejudice basis, of the amount of such Claim) as soon as reasonably practicable (and in any event within 60 days) after it or the Target Group Company (as the case may be) becomes aware of that fact, matter or circumstance provided that where the Purchaser fails to provide such notice within the 60-day period, the Purchaser shall not be prevented from making such a Claim (and shall not relieve the Seller of any liability that it may have to the Purchaser), except if and to the extent such failure has increased the liability of the Seller pursuant to such Claim.

6. Reduction in Consideration

Any payment made by the Seller in respect of a Claim shall, to the maximum extent possible, be deemed to be a reduction in the Consideration.

7. Duty to mitigate

The Purchaser shall take all steps reasonably necessary to mitigate any loss or damage incurred by it as a result of any fact, matter or circumstance giving rise to a Warranty Claim.

8. Recovery from third parties

If:

(a) the Seller makes a payment in respect of a Claim (the **Damages Payment**);

(b) at any time after the making of such payment, the Purchaser or any other member of the Purchaser's Group receives or recovers any sum (whether by payment, discount, credit, relief or otherwise) other than from the Seller which would not have been received but for the fact, matter or circumstance giving rise to that Claim (the **Third Party Sum**);

(c) the receipt of the Third Party Sum was not taken into account in calculating the Damages Payment; and

(d) the aggregate of the Third Party Sum (together with any previous Third Party Sums relating to the fact, matter or circumstance giving rise to that Claim) and the Damages Payment exceeds the amount required to compensate the Purchaser in full for the loss or liability which gave rise to the Claim in question (such excess being the **Excess Recovery**),

the Purchaser shall, promptly following receipt of the Third Party Sum by it or the relevant member of the Purchaser's Group, repay to the Seller an amount equal to the lower of:

(i) the Excess Recovery; and

(ii) the Damages Payment after deducting all costs incurred by the Purchaser or the relevant member of the Purchaser's Group in recovering the Third Party Sum and any Tax payable on the receipt of the Third Party Sum,

in each case less any amounts previously repaid to the Seller pursuant to this paragraph in relation to the fact, matter or circumstance giving rise to that Claim.

9. Insurance

Without prejudice to the Purchaser's duty to mitigate any loss in respect of any Claim (other than a Specific Indemnity Claim) under this agreement if in respect of any matter which would otherwise give rise to a Claim, it is entitled to claim under any policy of insurance, the amount of insurance monies to which the Purchaser is entitled shall reduce *pro tanto* or extinguish that Claim.

10. Set-off

10.1 Without prejudice to any right of set-off or deduction specifically provided to the Purchaser pursuant to this agreement, and subject to paragraph 10.2 below, the Purchaser waives any and all rights of set-off, counterclaim, deduction or retention against or in respect of any of its payment obligations under this agreement or any other Transaction Documents which it might otherwise have by virtue of any Claim.

10.2 The Purchaser may set off each of the following against or in respect of any of the Purchaser's payment obligations under this agreement or any other Transaction Document: (i) any amount due to it in respect of any Claim which has been Finally Determined; and (ii) any costs and/or expenses for which any member of the Seller's Group is liable pursuant to clauses 17 and/or 18.

11. Contingent liabilities

If any Claim (other than a Tax Covenant Claim or a Specific Indemnity Claim) is based upon a liability which is contingent only, the Seller shall not have any obligation to make a payment in respect thereof unless (and until) such contingent liability gives rise to an obligation to make a payment and unless such obligation to make a payment arises within one year after the applicable date set out in paragraph 4(a) to (e), as applicable.

12. No double recovery

The Purchaser agrees that it shall not be entitled to recover damages or obtain payment, reimbursement, restitution or indemnity more than once in respect of the same loss. For this purpose, recovery by any member of the Purchaser's Group shall be deemed to be recovery by the Purchaser.

13. Remedy of breaches

If the fact, matter or circumstance giving rise to a Claim is capable of remedy, the Seller shall have no liability in respect of that Claim unless the relevant fact, matter or circumstance is not remedied

within 20 Business Days after the date on which the Seller is given notice as contemplated by paragraph 5 of this Schedule 5 in relation to that fact, matter or circumstance. The Purchaser shall procure that the Seller is given the opportunity in that 20 Business Day period to remedy the relevant fact, matter or circumstance and shall, without prejudice to paragraph 7 of this Schedule, provide all reasonable assistance to the Seller to remedy the relevant fact, matter or circumstance.

14. Effect of fraud

Nothing in this Schedule 5 or Schedule 6 shall exclude or limit any liability for (or remedy in respect of) fraud or fraudulent misrepresentation.

Schedule 6

TAX COVENANT

1. Covenant

1.1 The Seller covenants with the Purchaser, subject to the following provisions of this Schedule, to pay to the Purchaser an amount equal to:

(a) any Actual Tax Liability of any Target Group Company which arises:

(i) as a result of any Event or Events occurring on or before Completion; or

(ii) in respect of any profits earned on or before Completion;

(b) any Deemed Tax Liability;

(c) any Actual Tax Liability of any Target Group Company which does not arise directly or primarily in consequence of or by reference to anything done by any Target Group Company and either:

(i) arises as a result of any failure by any Relevant Person to discharge a liability that it has to pay, account for or discharge any Tax; or

(ii) arises directly or primarily in consequence of or by reference to anything done by a Relevant Person,

and in each case would not have arisen but for: (A) the relationship, on or at any time before Completion, of a Target Group Company with, or (B) the acquisition of any asset by a Target Group Company from, that Relevant Person, and for the purposes of this paragraph 1.1(c) **Relevant Person** means a member of the Seller's Group; and

(d) any costs or expenses reasonably and properly incurred by the Purchaser or a Target Group Company in connection with:

(i) any Tax Liability referred to in this paragraph 1.1 (including such costs or expenses so incurred in taking any action to avoid, eliminate, resist or settle any such item); or

(ii) successfully taking any action under this Schedule.

1.2 For the purposes of this Schedule (other than paragraph 3), all rights and liabilities of the parties deriving from the application of any Tax to any Target Group Company shall be calculated on the assumption (if not actually the case) that the date of Completion is the end of a Tax Period of the relevant Target Group Company for the purposes of the Tax in question.

2. Exclusions

2.1 The covenants contained in paragraph 1 shall not apply to a Tax Liability and there shall be no claim under the Tax Warranties in respect of that Tax Liability if and only to the extent that:

(a) provision or reserve in respect of the Tax Liability has been made (including where the Tax Liability has been reflected in a provision or reserve not specifically referable to Tax) in the Completion Balance Sheet; or

(b) the Tax Liability is a liability that was paid or discharged before Completion and such payment or discharge was reflected in the Completion Balance Sheet; or

(c) the Tax Liability would not have arisen but for a Relevant Change of Law or a Relevant Accounting Change; or

(d) the Tax Liability would not have arisen but for a Relevant Voluntary Act; or

(e) the Tax Liability has been made good without cost to any member of the Purchaser's Group or any Target Group Company; or

(f) the Tax Liability would not have arisen but for a failure by the Purchaser to comply with any of its obligations under this Schedule; or

(g) the Tax Liability arises as a result of the failure or omission of a Target Group Company to make any valid claim, election, surrender or disclaimer, to give any valid notice or consent or to do any other thing under any enactment or regulation relating to Tax after Completion where the making, giving or doing of that claim, election, surrender, disclaimer, notice, consent or other thing was taken into account in computing the provisions for Tax in the Completion Balance Sheet and notified to the Purchaser in writing with specific reference to this paragraph 2.1(g).

2.2 The covenants contained in paragraph 1 shall not apply to any cost or expense within paragraph 1.1(d) if and to the extent that, as a result of the exclusions contained in this paragraph 2, those covenants do not apply to the Tax Liability to which that cost or expense relates.

3. Limitations

3.1 Paragraphs 3(a), 3(c) and 4(b) of Schedule 5 to this agreement shall apply to limit the liability of the Seller under this Schedule.

4. Payment

4.1 Subject to paragraph 4.2, the Seller shall make any payment under paragraph 1: (i) within ten Business Days after the date on which written demand of the amount due is received by the Seller from the Purchaser; or (ii) if later:

(a) subject to paragraph 4.1(b), if the payment relates to an Actual Tax Liability which has not at the date of that demand become due, on the date five Business Days before the date on which payment is due in respect of that Actual Tax Liability;

(b) if the payment relates to an Actual Tax Liability which is the subject of a Disputed Tax Claim and the date on which payment of that Actual Tax Liability is required by law has been postponed following an application to the relevant Tax Authority, court or tribunal, five Business Days before the date on which payment in respect of that Actual Tax Liability becomes required by law after that postponement, provided always that

(i) if any action to be taken for the purposes of resisting, appealing, disputing, compromising or defending that Disputed Tax Claim (including any such action to be taken at the request or direction of the Seller in accordance with any provision of this Schedule) cannot be taken prior to the Tax that is the subject matter of the Disputed Tax Claim, or a payment on account of that Tax, being paid, then the Seller shall pay to the Purchaser an amount equal to that amount of Tax (a **Disputed Tax Payment**) within five Business Days after receipt by the Seller of written notice from the Purchaser specifying that amount and including evidence reasonably

satisfactory to the Seller that the action to be taken for the purposes of resisting, appealing, disputing, compromising or defending that Disputed Tax Claim cannot be taken prior to the Tax that is the subject matter of the Disputed Tax Claim, or a payment on account of that Tax, being paid; and

(ii) if the Seller makes a Disputed Tax Payment, and the Disputed Tax Claim is settled or compromised for a lesser sum than the amount of the Disputed Tax Payment, then the difference between the Disputed Tax Payment and the amount for which the Disputed Tax Claim is settled or compromised shall be repaid to the Seller within five Business Days after, as applicable: (i) the receipt of a repayment in respect thereof by a Target Group Company or any member of the Purchaser's Group from the relevant Tax Authority; or (ii) if such a repayment is set off against any other amount payable to the relevant Tax Authority, the date upon which that other amount would otherwise have been due for payment;

(c) if the payment relates to a Deemed Tax Liability that is the use or set off of any Purchaser's Relief in circumstances where an Actual Tax Liability would otherwise have arisen, on the date two Business Days before the date on which that Actual Tax Liability would have been due but for the use or set-off of the relevant Purchaser's Relief; and

(d) if the payment relates to the unavailability, loss, reduction or cancellation of a right to a repayment of Tax falling within paragraph (a) of the definition of Deemed Tax Liability, the date on which the repayment would have been made had it not been for that unavailability, loss, reduction or cancellation.

4.2 If this Schedule provides for any cost or expense to be borne by one party (including where any action is provided to be taken "at the expense of" that party) (**Party A**), and that cost or expense is incurred or suffered by:

(a) the other party (**Party B**); or

(b) where Party B is the Purchaser, by a Target Group Company,

then Party A shall pay to Party B an amount equal to the cost or expense in question (including an amount equal to any VAT thereon which Party B certifies, acting reasonably and in good faith, is not otherwise recoverable by the person incurring that cost or expense or the representative member of any VAT group to which that person belongs) within five Business Days after the date on which written demand for that amount is received by Party A from Party B.

5. Double recovery

5.1 No party to this agreement shall be entitled to recover damages or obtain recovery, payment or reimbursement under this Schedule to the extent that such party has already obtained (and retained) recovery, payment or reimbursement in respect of the same matter under this agreement.

5.2 If and to the extent that a Relief has been taken into account in reducing the amount of, or any payment in respect of any breach of the Tax Warranties, that Relief or (as applicable) the relevant part of it being a **Previously Counted Relief**, then that Previously Counted Relief cannot be taken into account a further time in any way in reducing the liability of the Seller under this Schedule or the agreement.

6. Interpretation

6.1 In this Schedule and for the purposes of clauses 17 and 18, the following words and expressions shall have the following meanings:

Accounts Relief means any Relief (other than a right to a repayment of Tax) which:

(a) has been taken into account in computing (and so reducing) any provision for deferred tax which appears in the Completion Balance Sheet or in eliminating such a provision that would otherwise have appeared; or

(b) has been taken into account in the Completion Balance Sheet as an asset;

Actual Tax Liability means a liability to make a payment of Tax;

Deemed Tax Liability means:

(c) the use or set off of any Purchaser's Relief in circumstances where, but for that use or set off, an Actual Tax Liability would have arisen in respect of which the Seller would have been liable under paragraph 1, disregarding the financial limitations in paragraph 3 of Schedule 5, in which case the amount of the Deemed Tax Liability shall be the amount of the Actual Tax Liability in respect of which the Seller would have been liable under paragraph 1 but for such use or set off; and

(d) the amount of any repayment of Tax to a Target Group Company to the extent that the right to that repayment has been taken into account in the Completion Balance Sheet as an asset but is unavailable, lost, reduced or cancelled;

Disputed Tax Claim means any Tax Claim which is resisted, appealed, disputed, compromised or defended by a Target Group Company;

Event means any transaction, event, circumstance, expiry of any time period, act or omission (or any transaction, event, circumstance, expiry of any time period, act or omission deemed to occur for Tax purposes), and references to an Event or Events occurring on or before Completion shall include an Event or Events deemed for Tax purposes to occur on or before Completion;

Purchaser's Group means the Purchaser and those companies (other than the Target Group Companies) which may be treated for relevant Tax purposes as being, or as having at any time been, either a member of the same group of companies as the Purchaser or otherwise associated with the Purchaser;

Purchaser's Relief means:

(e) a Relief arising to a Target Group Company:

  (i) as a result of an Event or Events occurring (or deemed to occur) after Completion; or

  (ii) in respect of a period beginning on or after Completion (other than a Relief arising as a result of an Event or Events which took place wholly before Completion and that is or are reflected in the Completion Balance Sheet);

(f) an Accounts Relief;

(g) a Relief arising to any member of the Purchaser's Group at any time; or

(h) a repayment of Tax which is taken into account in the Completion Balance Sheet;

Relevant Accounting Change means any change after Completion of the date to which any of the Target Group Companies makes up its accounts, or in the bases, methods or policies of accounting of the Purchaser or any of the Target Group Companies other than a change which is necessary in

order to correct a failure before Completion to comply with accounting standards with which the relevant Target Group Company was required to comply;

Relevant Change of Law means a change in legislation announced after Completion, or a change in the interpretation of legislation on the basis of case law made after Completion (whether relating to Tax, the rate of Tax or otherwise) or any amendment to or the withdrawal of any practice previously published by a Tax Authority, in either case occurring after Completion, whether or not that change, amendment or withdrawal purports to be effective retrospectively in whole or in part;

Relevant Voluntary Act means a voluntary act or omission carried out or effected by the Purchaser or any member of the Purchaser's Group or any Target Group Company after Completion which the relevant member of the Purchaser's Group knew, or ought to have known, would have given rise to liability in question, excluding any act or omission which:

(i) is in the ordinary course of business as carried on by the relevant Target Group Company at Completion; or

(j) is required in order to comply with a legal commitment of the relevant Target Group Company that existed on or before Completion;

(k) is made at the prior written request of the Seller (including pursuant to its rights under this Schedule); or

(l) is imposed on a Target Group Company by any legislation (including applicable GAAP) whether coming into force before, on or after Completion or for the purpose of avoiding or mitigating a penalty imposable by such legislation at Completion;

Seller's Group means the Seller and those companies (other than the Target Group Companies) which may be treated for relevant Tax purposes as being, or as having at any time been, either a member of the same group of companies as the Seller or otherwise associated with the Seller;

Tax Claim means:

(m) any notice, enquiry, demand, assessment, determination, letter or other document issued, or other action taken, by or on behalf of a Tax Authority, from which it appears that the Purchaser or a Target Group Company may incur a liability or increased liability to Tax, or may suffer the unavailability, loss, reduction or cancellation of a Relief; or

(n) any return, amended return, computation or any other documents required for the purposes of Tax;

Tax Liability means an Actual Tax Liability or a Deemed Tax Liability;

Tax Period means, in relation to any Tax, a period in respect of which a return or a payment to a Tax Authority is required to be made in relation to a Target Group Company;

6.2 In this Schedule, any reference to:

profits includes income, profits or gains of any description and from any source;

profits earned includes profits earned, accrued or received (or treated as, or deemed to be, earned, accrued or received for Tax purposes);

profits earned on, after or before a certain date or in respect of a certain period includes profits treated as, or deemed to be, earned on, after or before that date or in respect of that period for Tax purposes;

the date on which an Actual Tax Liability is **due** refers to the last date on which the relevant payment can be made without any liability for interest or penalties for late payment arising in respect of it;

a **repayment of Tax** includes any repayment supplement or interest in respect of it; and

6.3 General words used in this Schedule shall not be given a restrictive meaning by reason of the fact that they are followed by particular examples intended to be embraced by the general words.

6.4 Any stamp duty chargeable on any document (or in the case of a document that is outside the UK, any stamp duty that would be chargeable on the document if it were brought into the UK) that is necessary to establish the title of any Target Group Company to any asset, and any interest, fine or penalty relating to that stamp duty, shall be deemed to be an Actual Tax Liability of that Target Group Company which arises as a result of an Event occurring on the last date on which that stamp duty can be paid without any liability for interest or penalties for late payment arising in respect of it.

6.5 In this Schedule, unless the contrary intention appears:

(a) a reference to a paragraph is a reference to a paragraph of this Schedule; and

(b) a reference, express or implied, to an enactment (which includes any legislation in any jurisdiction) includes:

(i) that enactment as amended, extended or applied by or under any other enactment (before, on or after the date of this Schedule);

(ii) any enactment which that enactment re-enacts (with or without modification); and

(iii) any subordinate legislation (including regulations) made (before, on or after the date of this Schedule) under that enactment, including (where applicable) that enactment as amended, extended or applied as described in subparagraph (i), or under any enactment which it re-enacts as described in subparagraph (ii).

Schedule 7

COMPLETION OBLIGATIONS

Part 1

SELLER'S OBLIGATIONS

At Completion, the Seller shall:

(a) deliver to the Purchaser or the Purchaser's Lawyers:

(i) a duly executed stock transfer form in favour of the Purchaser or its nominee(s) of all the Sale Shares;

(ii) the original share certificate(s) representing the Sale Shares (or an express indemnity in a customary form that is satisfactory to the Purchaser acting reasonably and in good faith), and not a replacement certificate, in the case of any found to be missing;

(iii) a letter (in a customary form that is satisfactory to the Purchaser acting reasonably and in good faith) from the Seller confirming that the Seller has ceased to be a registrable relevant legal entity (within the meaning of section 790C of the Companies Act 2006);

(iv) resignation letters (in a customary form that is satisfactory to the Purchaser acting reasonably and in good faith) effective on Completion of each Outgoing Director as a director of the Company;

(v) an irrevocable power of attorney (in a customary form that is satisfactory to the Purchaser acting reasonably and in good faith), executed by the Seller in favour of the Purchaser to enable the Purchaser (with effect from Completion and pending registration of the relevant transfers) to exercise all voting and other rights attaching to the Sale Shares and to appoint proxies for this purpose;

(vi) the Completion Disclosure Letter duly executed by the Seller; and

(vii) a certificate signed by a director or executive officer of the Seller in the form attached hereto at Appendix 2 certifying that the Seller has, at all times prior to Completion (save for any breaches of clause 7.1 cured in accordance with the relevant period set out in clause 7.4) complied in all material respects with its obligations pursuant to clause 7.1 of the Agreement and that the Seller's Fundamental Warranties are true and accurate in all respects as at the Completion Date;

(b) pay or procure that payment is made to the Purchaser of a sum equal to the amount of the Estimated Intra-Group Receivables (if any) in accordance with clauses 12.1 and 24;

(c) use all rights available to it to procure the passing of a board resolution of the Company approving the registration of the stock transfer form referred to in paragraph (a)(i) of this Part 1 of this Schedule 7 subject only to it being duly stamped; and

(d) use all rights available to it to procure the passing of a board resolution of the Company accepting the resignations referred to in paragraph (a)(iv) of this Part 1 of this Schedule 7 and appointing such persons (within the maximum number permitted by the articles of association of the Company) as the Purchaser may nominate as directors and secretary (to the extent such nomination is given by the Purchaser no later than three Business Days prior to Completion).

Part 2

PURCHASER'S OBLIGATIONS

At Completion, the Purchaser shall:

(a) make a payment (or procure payment) in accordance with clause 3.1 and 24 to the Seller of an amount equal to the Estimated Consideration;

(b) pay or procure that payment is made to the Seller of a sum equal to the amount of the Estimated Intra-Group Payables (if any) in accordance with clauses 12.1 and 24;

(c) deliver to the Seller or the Seller's Lawyers the Completion Disclosure Letter duly executed by the Purchaser; and

(d) provide the Seller with evidence that the W&I Insurance Policy Premium has been paid to, or as directed by, the W&I Insurer in accordance with the W&I Insurance Policy.

Schedule 8

COMPLETION BALANCE SHEET AND COMPLETION STATEMENT

Part 1 [***]

Schedule 9

INDEPENDENT ACCOUNTANTS

1. Where any Outstanding Disputed Items fall to be referred in accordance with subparagraph 3.1(b)of Part 1 of Schedule 8 to Independent Accountants for determination, the **Independent Accountants** shall be:

   (a) such firm of chartered accountants of international repute as the Seller and the Purchaser may agree in writing within five Business Days after the expiry of the period allowed by subparagraph 3.1(b) of Part 1 of Schedule 8 for the Seller and the Purchaser to reach agreement over the relevant Outstanding Disputed Items; or

   (b) failing such agreement:

      (i) the Seller and the Purchaser shall jointly apply within 10 Business Days after the expiry of the period allowed by subparagraph 3.1(b) of Part 1 of this Schedule 9 to the President's Nomination Scheme of the ICAEW for instruction; or

      (ii) where the Seller or the Purchaser refuses to make a joint application, the Seller or the Purchaser may apply to the President's Nomination Scheme of the ICAEW following the grant of an order by a court of competent jurisdiction for such nomination to be made by the ICAEW,

      (iii) in either of which cases the Independent Accountants shall be nominated for this purpose by the President of the ICAEW for the time being.

2. The Seller and the Purchaser shall each agree to joint terms of engagement with the Independent Accountants as soon as reasonably practicable and shall not unreasonably withhold or delay their consent to such terms if they are reasonable and consistent with the provisions of this agreement.

3. Except to the extent that the Seller and the Purchaser agree otherwise, the Independent Accountants shall act on the basis of the following principles.

   (a) The Independent Accountants shall act as experts and not as arbitrators.

   (b) The Outstanding Disputed Items shall be notified to the Independent Accountants in writing by the Seller and/or the Purchaser within 10 Business Days of the Independent Accountants' appointment.

   (c) In resolving any Outstanding Disputed Item, the Independent Accountants:

      (i) shall only consider the items or amounts that remain unresolved between the Seller and the Purchaser; and

      (ii) may not assign a value to any item greater than the greatest value for such item claimed by either party or less than the smallest value for such item claimed by either party.

   (d) The Independent Accountants' determination must be based solely on the definitions and other applicable provisions of this agreement or correcting mathematical errors.

   (e) The terms of reference of the Independent Accountants shall be as set out in this Schedule 9.

   (f) Except as set out in this Schedule 9, the Independent Accountants shall decide the procedure to be followed in their determination.

(g) The procedure followed by the Independent Accountants shall give the parties a reasonable opportunity to make written representations to the Independent Accountants and the Independent Accountants shall make available to each party the other party's written representations promptly once all such representations have been received by the Independent Accountants.

(h) Following delivery of their respective written representations in accordance with the procedure followed by the Independent Accountants, the parties shall each have the opportunity to comment once only on the other party's written representations by written comment delivered to the Independent Accountants not later than 10 Business Days after receipt of the other party's written representations and, after such period, neither the Seller nor the Purchaser shall be entitled to make further statements, representations or submissions except insofar as the Independent Accountants so request (in which case it shall, on each occasion, give the other party (unless otherwise directed) 10 Business Days to respond to any statements, representations or submission so made).

(i) The Independent Accountants shall make their determination as soon as is reasonably practicable.

(j) The determination by the Independent Accountants shall be made available to the parties in writing and, unless otherwise agreed by the parties, shall include reasons for the determination.

(k) The determination by the Independent Accountants shall, in the absence of manifest error (when the relevant part of their determination shall be void and the matter shall be remitted to the Independent Accountants for correction), be final and binding on the parties.

(l) The costs of the determination, including the fees and expenses incurred by the Independent Accountants, shall be borne in such proportions as the Independent Accountants determine, or, in the absence of such determination equally as between the Seller on the one hand and the Purchaser on the other hand.

Schedule 10

[***] SPA

[***]

Schedule 11

RM2 LICENSE

[***]

Appendix 1

LICENCE AND COMMERCIAL AGREEMENT(S) FOR OPTED-IN LICENSED PRODUCTS – TERM SHEET

Non-Binding Term Sheet between Licensor and Life Healthcare Group Holdings Limited

The following table sets forth the principal terms of a proposed transaction between Life Healthcare Group Holdings Limited (**LHG**) and Lantheus Radiopharmaceuticals UK Limited (**Licensor**, each a **Party**, and collectively, the **Parties**), pursuant to which Licensor would grant to LHG the right to opt into an exclusive licence in the LHG Territory (defined below) to Licensor's intellectual property and technologies relating to the applicable Licensed Product(s) (defined below).

Any agreement that the Parties may reach regarding the matters set forth in this term sheet would be subject to the review and approval of the transaction by each Party's management (including, in respect of the Licensor, the Purchaser) and, as required, its board of directors, the receipt of all necessary consents from all necessary third parties (e.g., upstream licensors and/or any regulatory and competition authorities) regarding the proposed transaction, and the negotiation, execution and delivery of one or more definitive agreements (the **Definitive Agreement**) regarding the proposed transaction. It is also understood that this term sheet is non-binding and does not describe all of the terms and conditions, including all material terms, which would be included in the Definitive Agreement. Each Party agrees to negotiate reasonably and in good faith with the intent to enter into the Definitive Agreement within sixty (60) days after Completion, subject to each party's right to invoke the "baseball arbitration" provisions of Section 7.6 of this agreement (the **SPA**) after such sixty (60) day period; provided that neither LHG nor Licensor would have any obligation with respect to the proposed Definitive Agreement unless and until such Definitive Agreement has been duly authorised, executed, and delivered by an authorised representative of each of LHG and Licensor. Terms that are capitalised but not defined herein shall have the definitions as set forth in this SPA.

1.	**Parties**	Licensor and LHG
2.	**Option**	Following Completion, LHG may elect to include NeuraCeq (as approved by the FDA at the time of Completion) under the scope of the licence grants set out in the Definitive Agreement in respect of one or more countries within the LHG Potential Territory (defined below) (such election, a **NeuraCeq Opt-In**). Following LHG's NeuraCeq Opt-In, NeuraCeq would thereafter be deemed a Licensed Product under the Definitive Agreement in the relevant country in the LHG Territory. Following Regulatory Approval in the U.S. of any Pipeline Milestone Product, Licensor would notify LHG of such Regulatory Approval, and LHG may elect to include such Pipeline Milestone Product under the scope of the licence grants set out in the Definitive Agreement in respect of one or more countries within the LHG Potential Territory (such election, a **Pipeline Milestone Product Opt-In**) (any NeuraCeq Opt-In and/or Pipeline Milestone Product Opt-In, an **Opt-In**). Following LHG's Pipeline Milestone Product Opt-In, the applicable Pipeline Milestone Product would be deemed a Licensed Product under the Definitive Agreement in the relevant country in the LHG Territory. In each case, to the extent any Licensed IP (defined below) with respect to any Licensed Product is not Controlled (to be defined in the Definitive Agreement) by Licensor (but is, rather, owned by an Affiliate of Licensor), Licensor shall procure the grant of a licence or sub-license of such Licensed IP from such Affiliate to LHG consistent with the Commercialisation Licence and the Manufacturing Licence (each defined below).

		Following each Opt-In with respect to a Licensed Product in a specific country or territory within the LHG Potential Territory (with respect to such Licensed Product, each such country or territory, the **LHG Territory**), LHG may subsequently exercise an Opt-In for such Licensed Product in respect of one or more additional countries or territories in the LHG Potential Territory by notifying Licensor, through the JSC, of the additional countries or territories in which LHG intends to Commercialise the Licensed Product, and these additional countries or territories will be added to the scope of the LHG Territory in respect of that Licensed Product.
3.	**Licence Grant**	Under the Definitive Agreement, following the Opt-In with respect to a Licensed Product, Licensor would grant LHG: (b) an exclusive (subject to paragraph 12 below), sublicensable (in accordance with paragraph 19 below) licence under the Licensed IP to (i) develop such Licensed Product in the Field (defined below) in the LHG Territory in accordance with a Development Plan (defined below) solely for the purposes of obtaining and maintaining regulatory approval in the LHG Territory (**Develop**) and (ii) commercialise (including promote, distribute, market, sell and use (or conduct any of those activities with respect to)) (**Commercialise**) such Licensed Product in the Field in the LHG Territory (the **Commercialisation Licence**); and (c) an exclusive (subject to paragraph 12 below), sublicensable (in accordance with paragraph 19 below) licence under the Licensed IP to manufacture (solely for the purposes of Commercialising in the LHG Territory) (**Manufacture**) such Licensed Product in the Field in the LHG Territory (the **Manufacturing Licence**). The **Exploitation** means the Development, Commercialisation and Manufacture (each as defined above) of the applicable Licensed Product(s) in the Field in the LHG Territory. Each Party acknowledges that it is anticipated that the most significant value ascribed to the Licensed Products will be derived from exploitation of the Licensed Products in the Licensor Territory, and that each Party mutually benefits under the SPA from successful exploitation of Licensed Products in the Licensor Territory. Therefore, each of the Parties agrees that the Definitive Agreement is intended to ensure that: (i) the Exploitation activities in the LHG Territory would not adversely affect the exploitation activities or the Licensed Products in the Licensor Territory; and (ii) LHG is able to maximise the commercial opportunity for the applicable Licensed Products in the applicable countries in the LHG Territory, if it exercises any Opt-In for such Licensed Products in such countries, provided this does not conflict with and is not inconsistent with (i). Without limiting the foregoing, the scope and terms of the Commercialisation Licence and the Manufacturing Licence would be consistent with the terms of any upstream agreements with or consents of third parties with respect to the Licensed Products and Licensed IP and would include terms that enable Licensor to comply with its obligations under such upstream agreements or consents.
4.	**Licensed Products**	NeuraCeq (as described above), as well as any Pipeline Milestone Product that has received Regulatory Approval in the U.S., in each case, for which LHG

<table>
<tr><td></td><td></td><td>has Opted In (from or after the date of such Regulatory Approval).

Any Licensed Product in respect of which Licensor (or any Affiliate of Licensor) has an upstream payment obligation to a third party is a Pass-Through Licensed Product.</td></tr>
<tr><td>5.</td><td>Licensed IP</td><td>The Licensed Trade Marks, Licensed Patents and Licensed Know How (each defined below) and any Improvements (to be defined in the Definitive Agreement) to the foregoing.</td></tr>
<tr><td>6.</td><td>Licensed Know How</td><td>With respect to a Licensed Product, any know-how, data and information (including regulatory documentation) Controlled by: (a) the Target Group as of the effective date of the Definitive Agreement (the Effective Date) or (b) Licensor or its Affiliates during the term of the Definitive Agreement that is generated by Licensor or its Affiliates in the Development of such Licensed Product in the Field in the Licensor Territory, in each case (a) and (b), that is reasonably necessary for the Exploitation of such Licensed Product in the LHG Territory.</td></tr>
<tr><td>7.</td><td>Licensed Patents</td><td>(d) The patents and patent applications listed below in this paragraph 7 that are Controlled by the Target Group as of the Effective Date; and
(e) With respect to a Licensed Product, all patents and patent applications in the LHG Territory Controlled by the Licensor or any of its Affiliates and filed by or on behalf of Licensor or any of its Affiliates after the Effective Date which claim the composition of matter of such Licensed Product, the method of use of such Licensed Product in the Field, or the method of manufacture of such Licensed Product that is the subject of the Technology Transfer.

<table>
<tr><th>Patent</th><th>Country / Designated Country</th><th>Date of grant</th><th>Registration number</th></tr>
<tr><td>[***]</td><td>[***]</td><td>[***]</td><td>[***]</td></tr>
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<tr><th>Patent Application</th><th>Country / Designated Country</th><th>Application Number</th><th>Application date</th></tr>
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<tr><td>8.</td><td>Licensed Trade Marks</td><td>Any registered trade marks and trade mark applications set out below in this paragraph 8; or, with respect to any Licensed Product, any other registered trade marks and trade mark applications that are Controlled by Licensor or any of its Affiliates after the Effective Date and agreed by the Parties, each acting reasonably and in good faith, for use in the Commercialisation of such Licensed Product in accordance with the Definitive Agreement.

<table>
<tr><th>Trademark</th><th>Country</th><th>Application Number</th><th>Registration Number</th></tr>
<tr><td>[***]</td><td>[***]</td><td>[***]</td><td>[***]</td></tr>
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<tr><th>Trademark Application</th><th>Country</th><th>Application Number</th><th>Registration Number</th></tr>
<tr><td>[***]</td><td>[***]</td><td></td><td>[***]</td></tr>
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9.	**Field**	The indication or indications specified in the "Indications and Usage" section of the labelling approved by the FDA in the Regulatory Approval for such Licensed Product in the U.S.
10.	**LHG Potential Territory**	[***]
11.	**Licensor Territory**	Worldwide excluding LHG Potential Territory
12.	**Retained Rights**	Licensor would retain all rights under the Licensed IP: (a) to perform its obligations under the Definitive Agreement and to develop the Licensed Products in the LHG Potential Territory for the purposes of commercialisation and other exploitation of the Licensed Products in the Licensor Territory; and (b) that are not expressly granted to LHG under the Definitive Agreement.
13.	**Grantback Licence**	LHG would grant Licensor an exclusive (including as to LHG), fully paid-up, perpetual, irrevocable and royalty-free licence, including the right to grant sublicenses (though multiple tiers), under any intellectual property and know-how, data and information (including regulatory documentation) generated, discovered or created by or on behalf of LHG or any of its Affiliates, permitted sublicensees or subcontractors (in accordance with paragraph 19 below) under or in connection with the Definitive Agreement or in respect of any Licensed Product (other than any Improvements to Licensed IP), in each case, that is reasonably necessary for Licensor to (a) develop the Licensed Products in the LHG Potential Territory for the purposes of commercialisation and other exploitation of the Licensed Products in the Licensor Territory, and (b) develop, manufacture, use and commercialise Licensed Products in the Licensor Territory.
14.	**Improvements**	Any Improvements to Licensed IP generated, discovered or created by or on behalf of LHG or any of its Affiliates, permitted sublicensees or subcontractors (in accordance with paragraph 19 below) by LHG will (as between LHG and Licensor) vest in and be solely owned by Licensor.
15.	**Reference Rights**	Following the Opt-In with respect to a Licensed Product, Licensor would grant LHG the right to cross-reference (through multiple tiers in accordance with paragraph 19 below) the regulatory filings for such Licensed Product Controlled by Licensor and its Affiliates in the Licensor Territory for the purpose of LHG's Exploitation in the LHG Territory. Following the Opt-In with respect to a Licensed Product, LHG would grant Licensor the right to cross-reference (through multiple tiers) and its Affiliates and sublicensees the regulatory filings for any Licensed Product Controlled by LHG and its Affiliates in the LHG Territory for the purpose of the development, manufacture, commercialisation and obtaining regulatory approval of the Licensed Products in the Licensor Territory.
16.	**Diligence**	Following the Opt-In with respect to a Licensed Product, in addition to any applicable diligence obligations pursuant to any upstream or other third party agreements with respect to such Licensed Product and related Licensed IP, LHG would use Commercially Reasonable Efforts (to be defined in the Definitive Agreement in a manner materially consistently with the definition thereof in the SPA) to Commercialise such Licensed Product in the Field in the LHG Territory.

17.	**Upstream Payment Obligations**	Following the Opt-In with respect to a Licensed Product, LHG would be responsible for any amounts payable by Licensor or Life Molecular Imaging Limited to third parties as a result of or to the extent attributable to (a) entry into the Definitive Agreement or (b) LHG's sale or other exploitation of a Licensed Product or Licensed IP (including the grant of any sublicenses thereunder) by or on behalf of LHG or any of its Affiliates, permitted sublicensees or subcontractors (in accordance with paragraph 19 below), including any upstream royalty obligations and sublicensing fees.
18.	**Royalties**	Following the Opt-In with respect to a Licensed Product, LHG shall report all financial information relating to such Licensed Product to Licensor necessary to calculate upstream payment obligations (as agreed in the Definitive Agreement) on a quarterly basis. Following receipt of each such quarterly report, Licensor shall calculate the amount of royalties due and payable and shall confirm that amount (including the applicable royalty rate) to LHG in writing. The royalty payable to Licensor shall be, in accordance with the paragraph 17 above, all amounts actually payable by Licensor or Life Molecular Imaging Limited to its relevant licensors (or other third parties) in respect of sales of the Licensed Products, in each case calculated in accordance with the terms of the agreements between Licensor or Life Molecular Imaging Limited and its relevant licensors or other third parties.
19.	**Sublicensing / Subcontracting**	The licence grants in paragraph 3 and rights to cross-reference in paragraph 15 would be sublicensable (and additional rights to cross-reference would only be granted) through multiple tiers only to: (a) Affiliates or subcontractors, including any service provider, distributor, manufacturer, agent or similar persons, in each case, of LHG performing Exploitation activities in the LHG Territory for and on behalf of Licensor; or (b) other qualified and capable third parties with the prior written consent of Licensor. LHG may subcontract its activities with respect to the manufacture, distribution and commercialisation of the applicable Licensed Products in the LHG Territory in the Field. All such permitted sublicensees and subcontractors must be on terms consistent with the applicable terms of the Definitive Agreement and LHG would be responsible for their acts and omissions.
20.	**Technology Transfer**	Following each Opt-In with respect to a Licensed Product, the Parties would negotiate a technical transfer plan and cooperate in good faith to enable the transfer of the manufacturing process for such Licensed Product to LHG or its designee at one manufacturing site in South Africa to enable Exploitation of such Licensed Product in the Field in the LHG Territory (the **Technology Transfer**). All costs incurred by Licensor with respect to the Technology Transfer would be borne by LHG, including FTE costs of Licensor. All FTE costs would be charged at fully burdened cost + 15%. The Parties shall, each acting reasonably and in good faith, discuss any technology transfer to additional sites in Africa at LHG's reasonable request.

21.	**Starting Materials Supply**	Following the Opt-In with respect to a Licensed Product, LHG would contract directly with the manufacturers of synthesis boxes, cold kits, precursor and other specialised materials necessary to the manufacture of such Licensed Product (**Starting Materials**). The Parties, each acting reasonably and in good faith, would explore implementing a transitional supply of Starting Materials from Licensor to LHG pending completion of those direct contracts.
22.	**Governance**	Following the Opt-In with respect to the first Licensed Product and through the applicable royalty term, the Parties would establish a joint steering committee (the **JSC**), which would be composed of an equal number of representatives of Licensor and LHG (each of whom would have appropriate technical credentials, experience, knowledge and authority for such role), to coordinate Exploitation activities in the LHG Territory with Licensor's activities in the Licensor Territory (where required) and serve as a decision-making forum. Within the JSC, following consultation and an escalation process, final decision-making authority would be as mutually agreed in the Definitive Agreement, subject to paragraph 23 below. Subject to paragraph 23 below, governance and dispute resolution mechanisms would be further discussed and negotiated in the Definitive Agreement.
23.	**Licensor Consent Rights**	Licensor would have final decision making authority over any matters relating to intellectual property (subject to the terms of the Definitive Agreement in respect of enforcement, defence, prosecution and maintenance of intellectual property in the LHG Territory as outlined in paragraph 27), any Development Plan(s), clinical trials, regulatory submissions for approval, and publications in all markets, in each case where required to protect the Licensed Product brands in Licensor's major markets in the Licensor Territory, which consent would not be unreasonably conditioned, delayed or withheld. For clarity and without limitation, it would be considered reasonable for Licensor to withhold any such consent with respect to any such activity that would reasonably be expected to have a non-trivial adverse effect on the development, manufacture or commercialisation of any Licensed Product in the Licensor Territory.
24.	**Development**	If LHG wishes to conduct any clinical trials or Development activities required to obtain or maintain Regulatory Approvals for any Licensed Products in the LHG Territory, LHG would be required to submit a plan to the JSC for review and to Licensor for approval with respect to such activities (a **Development Plan**) prior to conducting any such activities. LHG would only be permitted to conduct clinical trials or Development activities in the Field and in the LHG Territory, and only in accordance with a Development Plan approved by Licensor and at LHG's sole cost.
25.	**Commercialisation and Manufacturing**	Subject to Licensor's consent rights (described in paragraph 23 above) and the JSC's review and/or approval (as applicable and as required in accordance with the Definitive Agreement), LHG would be solely responsible, directly and/or through its Affiliates, permitted sublicensees or subcontractors (in accordance with paragraph 19), at its own expense, for all Commercialisation and Manufacturing activities specifically related to the Licensed Products in connection with Exploitation in the LHG Territory.
26.	**Regulatory Coordination**	Subject to Licensor's consent rights (described in paragraph 23 above), LHG would be responsible for preparing regulatory submissions, filing and registering the Licensed Product and for obtaining pricing and reimbursement for such Licensed Product in the LHG Territory. LHG would be the marketing

		authorisation holder for such Licensed Product in the LHG Territory and responsible for all regulatory communications with respect thereto; provided that LHG would promptly notify Licensor or the JSC of any material regulatory communications with respect to the Licensed Products in the LHG Territory, and LHG would promptly provide to Licensor copies of any material correspondence or submissions, and notice of any meetings, with Regulatory Authorities with respect to the Licensed Products in the LHG Territory. Licensor would have the right to review and approve any regulatory submissions for approval of the Licensed Products and attend any meetings with Regulatory Authorities relating thereto. Licensor will, at LHG's request, cost, and expense, provide regulatory dossiers of the Licensed Products and be reasonably available to answer questions in respect thereof. The Parties would enter into customary data exchange and pharmacovigilance agreements.
27.	**Enforcement and Defence, Prosecution and Maintenance of Intellectual Property**	Following the Opt-In with respect to a Licensed Product, subject to Licensor's consent rights (described above): (a) Licensor would have the first right (but not the obligation) to file, prosecute and maintain all patent rights included in the applicable Licensed IP in the LHG Territory, and LHG would have step in rights (at its cost and expense) with respect to any such patent rights; and (b) LHG would have the first right (but not the obligation) to enforce and defend all patent rights included in the applicable Licensed IP in the LHG Territory (provided that Licensor will control the enforcement and defense strategy), and Licensor would have step in rights (at its cost and expense) with respect to any such patent rights. Subject to the mutual intent expressed in paragraph 3, additional customary terms and conditions related to prosecution, maintenance, enforcement and defence of Licensed IP would be set forth in the Definitive Agreement.
28.	**Term**	The term of the Definitive Agreement would commence on the Effective Date and continue, on a country-by-country basis and Licensed Product-by-Licensed Product basis, until expiration of the applicable royalty term, upon which the Commercialisation Licence and Manufacturing Licence under the Definitive Agreement with respect to such Licensed Product would become non-exclusive, fully paid, perpetual and irrevocable.
29.	**Termination**	The Definitive Agreement would include customary termination rights, including the right for each Party to terminate for uncured material breach by or insolvency of the other Party (and, in the case of LHG, to terminate the Definitive Agreement at will on three months' written notice to Licensor).
30.	**Consequences of termination**	The Definitive Agreement would include customary termination consequences, including any reversion rights, provisions addressing post-termination and exit requirements, and (where applicable and agreed between the Parties) provisions to address the transfer of any marketing authorisations and other regulatory approvals and intellectual property held by LHG in the LHG Territory to Licensor.

31.	**Governing Law**	England and Wales, and the English courts would have exclusive jurisdiction to settle any dispute arising out of or in connection with the Definitive Agreement.
32.	**Additional Terms**	The Definitive Agreement would contain such other terms and conditions, to be negotiated by the Parties, that, subject to the mutual intent expressed in paragraph 3, are reasonable and customary in transactions of this nature, including, without limitation, exclusivity, representations and warranties, confidentiality, public announcements, use of names, publications, indemnification and liability, dispute resolution and assignment provisions. Licensor would prepare the first draft of the Definitive Agreement and such draft would include terms that are consistent with this term sheet.
33.	**Costs**	Each Party would bear its own costs and expenses, including legal and accounting fees, in connection with the proposed transaction, including the negotiation and execution of the Definitive Agreement. LHG shall reimburse Licensor for all direct, demonstratable administrative and support costs that are reasonably and properly incurred in performing its obligations under the Definitive Agreement in respect of each Licensed Product, including any patent prosecution and maintenance costs with respect to such Licensed Product, once LHG has exercised its Opt-In in respect of that Licensed Product. Licensor shall, following LHG's reasonable request, provide evidence of such costs.
34.	**Conditions**	Entry into the Definitive Agreement would be subject to any third party consents required with respect to the Licensed Products and Licensed IP, including but not limited to any consents required from [***] under the [***]. The Parties would reasonably cooperate with each other to obtain any such required consents, and LHG would be responsible for any costs and expenses incurred by Licensor in respect of any such required consents.

Appendix 2

COMPLETION CERTIFICATE OF LIFE MEDICAL GROUP LIMITED

[], 202[5]

This Completion Certificate is made and delivered by the undersigned director of Life Medical Group Limited (the **Seller**) pursuant to Schedule 7, Part 1 of the Share Purchase Agreement, dated as of [] January, 2025 (as such agreement may be amended from time to time, the **Agreement**), among the Seller, Life Healthcare Group Holdings, the Purchaser and the Purchaser's Guarantor (each as defined in the Agreement).

Capitalised terms used herein but not otherwise defined shall have the meanings given to such terms in the Agreement.

The undersigned hereby certifies on behalf of the Seller, solely in such undersigned's capacity as [a member of the board of directors]/[an executive officer] of the Seller and not in the undersigned's individual capacity, that:

(a) the Seller has, at all times prior to Completion (save for any breaches of clause 7.1 cured in accordance with the relevant period set out in clause 7.4) complied in all material respects with its obligations pursuant to clause 7.1 of the Agreement; and

(b) the Seller's Fundamental Warranties are true and correct in all respects at the Completion Date as though made as of the Completion Date.

……..

[Director/Executive Officer]

ANNEX 1

1. All applicable approvals, clearances or waiting periods under the HSR Act, and any agreement with a Governmental Entity not to consummate the Transaction, shall have been obtained, expired or been terminated and no Governmental Entity of competent jurisdiction shall have entered or issued any decision, injunction, ruling or order with respect to Section 7 of the Clayton Act that is in effect and enjoins or otherwise prohibits the consummation of the Transaction.

2. Following submission by the Purchaser of the CMA Briefing Paper to the CMA, either:

    i. the CMA confirming prior to the time at which all other Conditions have been satisfied (or waived) in terms satisfactory to the Purchaser that it has no further questions; or

    ii. if prior to the Completion Date, the CMA opens an investigation into the Transaction or imposes an order preventing Completion, the consent of the CMA under the Enterprise Act 2002 of the United Kingdom.

3. The German Federal Ministry for Economic Affairs and Climate Action (Bundesministerium für Wirtschaft und Klimaschutz; **BMWK**) has:

    i. issued a certificate of non-objection (*Unbedenklichkeitsbescheinigung*) pursuant to sec. 58 para. 1 German Foreign Trade and Payments Ordinance (Außenwirtschaftsverordnung; **AWV**) (**Certificate of Non-Objection**) or a clearance decision (*Freigabe*) pursuant to sec. 58a para. 1 AWV (**Clearance**) in relation to the Transaction; or

    ii. failed to initiate formal proceedings within the period set out in sec. 14a para. 1 no. 1 German Foreign Trade and Payments Act (*Außenwirtschaftsgesetz;* **AWG**), also in combination with sec. 14a para. 5 AWG; or

    iii. failed to prohibit the Transaction or to issue binding orders (*Anordnungen*) or other restrictions or obligations in relation thereto within the period specified in sec. 14a para. 1 no. 2, also in combination with sec. 14a paras 4 to 7 AWG; or

    iv. issued binding orders (*Anordnungen*) or any other restrictions or obligations in relation to the Transaction within the time periods specified in sec. 14a AWG, and the Purchaser, within ten (10) Banking Days of receipt of the relevant administrative decision (*Verwaltungsakt*), having notified the Seller in writing that it is prepared to comply with such orders and still wishes to consummate this Agreement,

unless the Purchaser, to the extent legally permissible, decides to abstain from accomplishing a foreign direct investment proceeding in Germany.

SIGNATORIES

Executed on behalf of **LIFE MEDICAL GROUP LIMITED** by

Petrus Phillippus Van Der Westhuizen,
a director, and

/s/ Petrus Phillippus Van Der Westhuizen

Signature

Peter Gerard Wharton-Hood,
a director

/s/ Peter Gerard Wharton-Hood

Signature

Executed on behalf of **LIFE HEALTHCARE GROUP HOLDINGS LIMITED** by

Petrus Phillippus Van Der Westhuizen,
a director, and

/s/ Petrus Phillippus Van Der Westhuizen

Signature

Peter Gerard Wharton-Hood,
a director

/s/ Peter Gerard Wharton-Hood

Signature

Executed on behalf of **LANTHEUS RADIOPHARMACEUTICALS UK LIMITED** by

Daniel Niedzwiecki, sole director

/s/ Daniel Niedzwiecki

Signature

Executed on behalf of **LANTHEUS MEDICAL IMAGING, INC.** by

Brian Markison, Chief Executive Officer

/s/ Brian Markison

Signature

Exhibit 19.1

LANTHEUS HOLDINGS, INC.

Policy on Insider Trading and Communications with the Public

This Policy on Insider Trading and Communications with the Public (this "***Policy***") applies to:

- the purchase or sale of securities in Lantheus Holdings, Inc. (referred to herein as "***Lantheus***" and the "***Company***");
- the communication of material nonpublic information about the Company to persons or entities outside of the Company; and
- (i) the purchase or sale of securities of any other public company (including the Company's past, current or potential customers, vendors, suppliers, collaborators or business development partners), when material nonpublic information about that other public company is obtained in the course of employment with, or other services performed on behalf of, the Company, and (ii) the communication of any material nonpublic information about any of these other public companies with anyone outside the Company.

Who is Subject to this Policy?

All of the following persons and entities are subject to this Policy:

(a) "***Company Personnel***," which is defined to mean: (i) all members of the Board of Directors, officers and employees of the Company and its subsidiaries; and (ii) all agents, contractors and consultants of the Company who have access to or receive material nonpublic information about the Company or any other company or entity with which the Company has done, does or intends to do, business in the course of their employment with, engagement by, or association with, the Company;

(b) "***Family Members***," which is defined to mean: (i) all family members (including any spouse, child, stepchild, grandchild, parent, stepparent, grandparent, sibling, mother or father-in-law, son or daughter-in-law, or brother-in-law or sister-in-law, as well as any similar adoptive relationships) who live in the household of Company Personnel, (ii) all other persons who live in the household of Company Personnel and (ii) all family members who do not live in the household of Company Personnel, but whose transactions in Company securities are directed by, or subject to the influence or control of, Company Personnel (such as parents or children who consult with persons identified in clauses (i) and (ii) above before they trade in Company securities);

(c) "***Controlled Entities***," which is defined to mean all entities, including corporations, partnerships or trusts, whose transactions in Company securities are directed by, or subject to the influence or control of, Company Personnel or their Family Members; and

(d) "***Other Covered Persons***," which is defined to mean all persons and entities (other than Family Members and Controlled Entities) whose transactions in Company securities are directed by, or subject to the influence or control of, Company Personnel.

All Company Personnel are obligated to inform their Family Members, Controlled Entities and Other Covered Persons (collectively, that Company Personnel's "***Related Persons***") of the requirements of this Policy and to direct their compliance with this Policy.

In addition, as specified in Section 4 of this Policy, all Designated Persons (as defined below) are (a) subject to additional restrictions relating to the prohibition of purchases and sales of Company securities during Blackout Periods (as defined below) and (b) required to pre-clear purchases and sales of Company securities (even outside of Blackout Periods). Other Company Personnel who are not Designated Persons should also read those sections of this Policy to help guide their own actions on a prophylactic basis.

The following are "***Designated Persons***" under this Policy:

- all members of the Board of Directors and all members of the Executive Team, Expanded Executive Team and the Lantheus Leadership Group;
- all Company Personnel in the Finance, Internal Audit, Tax, Business Development, Human Resources, Investor Relations, Corporate Communications and attorneys in the Legal departments;
- all other Company Personnel significantly involved in working on significant business development matters;
- all Company Personnel otherwise designated as such by the General Counsel or Chief Financial Officer; and
- all of their respective Related Persons.

This Policy has been adopted to ensure compliance with the federal securities laws, and also to prevent even the appearance of improper conduct on the part of anyone employed by or associated with the Company (not just so-called "*insiders*"), and should be viewed in addition to any restrictions on trading in Company securities imposed by employment or other agreements between Company Personnel and the Company. We have all worked hard over the years to establish a reputation for integrity and ethical conduct, and we cannot afford to have that reputation damaged.

What Is Insider Trading?

Insider trading occurs when a person who is aware of material nonpublic information about the Company buys or sells the Company's securities.

A director, officer or other employee, agent, consultant, or any other advisor owing a duty of trust and confidence to the Company (such as accountants or outside attorneys), may also violate the insider trading laws if he or she communicates – or "***tips***" – material nonpublic information to another person or entity without authorization by the Company, and that other person or entity trades on the basis of that information.

Information is (i) "***material***" if a reasonable investor would consider it important in deciding whether to buy, hold or sell securities and (ii) "***nonpublic***" if it has not been disseminated in a manner making it available to investors generally. These concepts are discussed and illustrated in more detail in Section 2 below.

What Securities Are Subject to This Policy?

The insider trading (including tipping) prohibitions are not limited to trading in the common stock of the Company. Under the law, insider trading in any security (including stock options, debt instruments or preferred stock) is illegal. Also, this Policy applies to trading in the securities of any other public company (including the Company's past, current or potential customers, vendors, suppliers, collaborators or business development partners), when material nonpublic information about that other public company is obtained in the course of employment with, or other services performed on behalf of, the Company.

Questions

Questions about this Policy or any proposed transaction should be directed to the General Counsel (or his or her designee).

1. POLICY STATEMENTS

Statement of Insider Trading Policy

It is the policy of the Company that Company Personnel who are aware of material nonpublic information relating to the Company or its affiliated entities may not, directly or indirectly through Related Persons or other persons or entities, (a) buy or sell securities (including buying or selling puts, calls and options) of the Company or any of its affiliated entities, or engage in any other action to take personal advantage of that information, until the information becomes public or is no longer material, or (b) pass that information on to others outside the Company, including family and friends. In addition, it is the policy of the Company that Company Personnel who, in the course of working for the Company, learn of material nonpublic information about a company with which the Company has done, does, or will do, business (including business development targets, collaborators, customers or suppliers of the Company) may not trade in that company's securities until the information becomes public or is no longer material.

Transactions that may be necessary or justifiable for independent personal reasons (such as the need to raise money for an emergency expenditure) are not exempt from this Policy. The securities laws do not recognize those kinds of mitigating circumstances, and, in any event, even the appearance of an improper transaction must be avoided to preserve the Company's reputation for adhering to the highest standards of conduct and ethics.

> ***Please note that the trading prohibitions and restrictions set forth in this Policy will be superseded by any greater prohibitions or restrictions prescribed by federal or state securities laws and regulations (e.g., short-swing trading by executive officers or directors subject to Section 16 or restrictions on the sale of securities subject to Rule 144 of the Securities Act of 1933). Any Company Personnel who is uncertain whether other prohibitions or restrictions apply should ask the General Counsel (or his or her designee).***

Statement of Communications Policy

The Company engages in communications with investors, securities analysts and the financial press. It is against the law – specifically, Regulation FD adopted by the Securities and Exchange Commission (the "***SEC***") – as well as this Policy, for any person acting on behalf of the Company to disclose material nonpublic information selectively to securities professionals (including, for example, buy and sell-side analysts, institutional investment managers and investment companies) or investors in any security of the Company under circumstances where it is reasonably foreseeable that the recipient may trade on the basis of that information, unless the information has first or simultaneously has been disclosed to the public.

Only the Chairperson of the Board, the Lead Independent Director, the Chief Executive Officer, the President, the Chief Financial Officer and any other person or investor relations firm expressly designated by the Chief Executive Officer or the

Board of Directors are authorized to speak on behalf of the Company. Anyone who communicates without proper authorization will not only violate this Policy, but may also violate the anti-tipping provisions of the insider trading laws. Accordingly, information may not be disclosed to anyone outside the Company (including analysts, stockholders, potential investors, journalists or any media outlet, family members and friends) other than in accordance with the procedures set forth in this Policy under the heading "*Procedures for Communications with the Public*" in Section 8 below. Moreover, neither the Company nor its business may be discussed in any social media platform (such as LinkedIn, Facebook or Twitter), internet "chat room" or any other internet- or social media-based forum (other than reposting or distributing previously-approved Company communications).

2. MATERIALITY AND PUBLIC DISSEMINATION

Both the insider trading laws and Regulation FD use the same concepts of "*materiality*" and a similar concept of when information becomes "*public*."

Material Information

Information is "***material***" if a reasonable investor would consider it important in making a decision to buy, hold or sell securities. Any information that could be expected to affect the Company's stock price, whether it is positive or negative, should be considered material. Some examples of information that ordinarily would be regarded as material include, but are not limited to:

- Projected future or unreported actual revenues, earnings, losses or cash flows and asset or liability levels;
- Any changes to revenue or earnings guidance;
- Revenue or earnings that are inconsistent with the consensus expectations of the investment community;
- A proposed acquisition (whether of a material asset or a business or entity), license or collaboration, or a proposed sale or disposition;
- A significant expansion or cutback of operations;
- A significant product change or important information about a product or the development of a product;
- A development in the regulatory approval process regarding one of the Company's products in development;
- Extraordinary management or business developments;
- Changes in executive management;
- Significant lawsuits or legal settlements;
- A proposed strategic partnership, joint venture or distribution agreement;
- The potential or actual gain or loss of a significant business development partner, customer, supplier, contract or purchase order;
- Company restructuring;
- Potential equity issuances;
- Borrowing activities, including contemplated financings and refinancings (other than in the ordinary course);
- A change in dividend policy, the declaration of a stock split or an offering of additional securities;
- Significant related party transactions;
- The establishment of a repurchase program for Company securities;
- A change in pricing or cost structure;
- Major marketing changes;
- A change in auditors or notification that the auditor's reports may no longer be relied upon;
- The imposition of a ban on trading in Company securities or the securities of another company; or
- Impending bankruptcy or the existence of severe liquidity problems.

When Information Is "Nonpublic"

Information that has not been disclosed to the public is generally considered to be "***nonpublic***" information. If you are aware of material nonpublic information, you may not trade until that information has been disclosed broadly to the marketplace (such as by a widely disseminated press release or an SEC filing) and the investing public has had time to absorb the information fully. To avoid the appearance of impropriety, as a general rule, information should not be considered fully absorbed by the marketplace until after the first full business day after the information is publicly released by the Company. If, for example, the Company were to make an announcement on a Monday prior to 9:30 a.m. New York time, you should not trade in the Company's securities until after 9:30 a.m. New York time on Tuesday. If an announcement were made on a Monday after 4:00 p.m. New York time, you should not trade in the Company's securities until after 9:30 a.m. New York time on Wednesday.

If you have any question as to whether information is publicly available, please err on the side of caution and direct an inquiry to the General Counsel (or his or her designee).

3. PROHIBITED TRANSACTIONS

The Company considers it improper and inappropriate for Company Personnel to engage in short-term or speculative transactions in the Company's securities. It therefore is the Company's policy that Company Personnel may not engage in any of the following transactions:

- ***Short-Term Trading***. A Company Personnel's short-term trading of the Company's securities may be distracting and may unduly focus on the Company's short-term stock market performance instead of the Company's long-term business objectives. For these reasons, Company Personnel who purchase Company securities in the open market may not sell any Company securities of the same class during the six months following that purchase. Please note that shares purchased through either an employee stock purchase plan or employee stock option plan are not subject to this restriction.

- ***Short Sales***. Short sales of the Company's securities evidence an expectation on the part of the seller that the securities will decline in value and, therefore, signal to the market that the seller has no confidence in the Company or its short-term prospects. In addition, short sales may reduce the seller's incentive to improve the Company's performance. For these reasons, short sales of the Company's securities are prohibited by this Policy. In addition, Section 16(c) of the Securities Exchange Act of 1934, as amended (the "***Exchange Act***"), also prohibits directors and officers from engaging in short sales.

- ***Publicly Traded Options***. A transaction in options is, in effect, a bet on the short-term movement of the Company's stock and, therefore, creates the appearance that trading is based on inside information. Transactions in options also may focus attention on short-term performance at the expense of the Company's long-term objectives. Accordingly, transactions in puts, calls or other derivative securities on an exchange or in any other organized market, are prohibited by this Policy. (Please note that option positions arising from certain types of hedging transactions are governed by the section captioned "*Hedging Transactions*" below.)

- ***Hedging Transactions***. Certain forms of hedging or monetization transactions, such as zero-cost collars and forward sale contracts, allow Company Personnel to lock in much of the value of his or her stock holdings, often in exchange for all or part of the potential for upside appreciation in the stock. These transactions allow Company Personnel to continue to own the covered securities, but without the full risks and rewards of ownership. When that occurs, Company Personnel may no longer have the same objectives as the Company's other stockholders. Therefore, Company Personnel are prohibited from engaging in hedging transactions.

- ***Margin Loans and Pledges***. Company Personnel may not subject any Company stock or other securities subject to this Policy to margin loans and may not pledge Company stock or other securities as collateral for loans or other obligations.

4. ADDITIONAL RESTRICTIONS ON SECURITIES TRANSACTIONS

Blackout Periods

To ensure compliance with this Policy and applicable federal and state securities laws, the Company requires that all Designated Persons and any persons acting on behalf of any Designated Persons, refrain from conducting transactions (for their own or related accounts) involving the purchase or sale of the Company's securities during the following periods (the "***Blackout Periods***"):

- The period commencing on 16th day of the last month of each fiscal quarter (i.e., March 16th, June 16th, September 16th and December 16th) and ending after the first full Trading Day (as defined below) after the date on which the Company discloses its financial results for that fiscal period.

- Any other period designated by the General Counsel or Chief Financial Officer.

"***Trading Day***" means any day on which the Nasdaq Stock Market is open.

The purpose behind the Blackout Period is to avoid any improper transactions. All Designated Persons and any persons acting on behalf of Designated Persons must comply with the Blackout Period requirements. Specific exceptions may be made (other than for regular quarterly Blackout Periods), with approval from the General Counsel (or his or her designee), when Company Personnel does not possess material nonpublic information and the exception would not otherwise contravene the law or the purposes of this Policy. Any request for an exception from this Policy must be directed to the Company's General Counsel (or his or her designee).

The safest period for trading in the Company's securities, assuming the absence of material nonpublic information, generally is the first ten Trading Days following the end of the Blackout Period. The regular quarterly Blackout Periods are particularly sensitive periods and particular attention must be made to ensure that transactions in the Company's securities are made in accordance with the applicable laws. This is because Company Personnel will, as any quarter progresses, be increasingly likely to possess material, nonpublic information about the expected financial results for that quarter.

From time to time, the Company may impose other Blackout Periods (i.e., outside of the regular quarterly Blackout Periods) during which Designated Persons and any persons acting on behalf of Designated Persons must suspend trading because of developments known to the Company and not yet disclosed to the public. In such an event, a Designated Person may not engage in any transaction involving the purchase or sale of the Company's securities during that period and should not disclose to others the fact of such a suspension in trading.

Even at times that do not fall within a Blackout Period, any person possessing material nonpublic information concerning the Company should not engage in any transactions in the Company's securities until that information has been known publicly for at least one full Trading Day. Each Designated Person is individually responsible at all times for compliance with the prohibitions on insider trading. Trading in the Company's securities outside the Blackout Period should not be considered a "*safe harbor*," and all Company Personnel should use good judgment at all times.

Mandatory Pre-Clearance

All Designated Persons must pre-clear his, her or its trade in Company securities with the General Counsel (or his or her designee) before the trade may occur.

Any Designated Person seeking to pre-clear a trade in Company securities must notify the General Counsel (or his or her designee) of the desire to conduct a trade on the date of the proposed transaction. If, after receiving pre-clearance, the transaction does not occur on the date proposed, the requestor must reinstitute the pre-clearance process. The General Counsel (or his or her designee) is obligated to inform the requesting individual of a decision with respect to the request as soon as reasonably practical after considering all the circumstances relevant to a determination.

Pre-clearance requests by Designated Persons will not be granted during any regular quarterly Blackout Periods. The General Counsel (or his or her designee) may exercise discretion in determining whether to alert the requestor of the reason(s) for denial of pre-clearance, whether based on the pendency of a Blackout Period or any other reason.

Even if approval to trade pursuant to the pre-clearance process is obtained, or pre-clearance is not required for a particular transaction under this section of this Policy (see below), the requesting Designated Person (and/or any Related Person) may **NOT** trade in the Company's securities if he, she or it is aware of material nonpublic information about the Company or any of the companies covered by this Policy. This Policy does not require pre-clearance of transactions in any other company's securities unless otherwise indicated in writing by the General Counsel or the Chief Financial Officer.

Within one (1) business day of completing any purchase or sale of Company securities that has been pre-cleared, any Designated Person who is subject to Section 16 of the Exchange Act must provide to the General Counsel (or his or her designee) a copy of documentation confirming those transactions. This Policy does not require submission of trade confirmations in Company or other companies' securities unless otherwise indicated in writing by the General Counsel or the Chief Financial Officer.

Rule 10b5-1 Trading Plans

Overview

Rule 10b5-1 promulgated under the Exchange Act provides an affirmative defense to employees, officers and directors of public companies (so called "***insiders***") against insider trading violations for transactions executed under a previously established contract, plan or instruction to trade in the Company's securities (a "***Trading Plan***") entered into in good faith and in accordance with the terms of Rule 10b5-1 and all applicable state laws . The rule presents an opportunity for insiders to establish arrangements to sell (or purchase) Company securities without the restrictions imposed by trading windows and blackout periods imposed by this Policy— even when the insider possess material nonpublic information. A well-conceived program might also reduce negative publicity that can result when key insiders sell.

Company Personnel may enter into a Trading Plan only when he or she is not in possession of material, non-public information, and only during an open trading window period outside of a blackout period. Although transactions effected under a Trading Plan will not require further pre-clearance at the time of the trade, any transaction (including the quantity and price) made

pursuant to a Trading Plan of a Section 16 reporting person must be reported to the Company promptly on the day of each trade to permit the Company's legal team to assist in the preparation and filing of a required Form 4.

The Company reserves the right from time to time to suspend, discontinue or otherwise prohibit any transaction in the Company's securities, even pursuant to a previously approved Trading Plan, if the Company's General Counsel, or such other person as the Board of Directors may designate from time to time (the "***Authorizing Officer***"), or the Board of Directors, in its discretion, determines that such suspension, discontinuation or other prohibition is in the best interests of the Company. Any trading plan submitted for approval hereunder should explicitly acknowledge the Company's right to prohibit transactions in the Company's securities. Failure to discontinue purchases and sales as directed shall constitute a violation of the terms of this Policy and result in a loss of the exemption set forth herein.

Company Personnel may adopt Trading Plans with brokers that outline a pre-set plan for trading of the Company's stock, including the exercise of options. Trades pursuant to a Trading Plan generally may occur at any time. However, Rule 10b5-1 and the Company require a cooling-off period between the establishment of a Trading Plan and commencement of any transactions under such plan. For directors and the Company's executive officers and principal accounting officer, trading under a Trading Plan may not begin until the later of: (1) 90 days following the adoption or modification of a Trading Plan; or (2) two business days following the disclosure in certain periodic reports (Forms 10-Q or 10-K) of the Company's financial results for the fiscal quarter in which a Trading Plan was adopted or modified (but not to exceed 120 days following plan adoption or modification). For all other persons (other than the Company), trading under a Trading Plan may not begin until 30 days after the adoption or modification of the Trading Plan. In addition, and except as otherwise permitted by Rule 10b5-1, an individual may not (1) have multiple outstanding overlapping Trading Plans or (2) during any 12-month period, enter into more than one single-trade Trading Plan. Please review the following description of how a Trading Plan works.

Pursuant to Rule 10b5-1, an individual's purchase or sale of securities will not be "on the basis of" material, non-public information if:

- ***First***, before becoming aware of the information, the individual enters into a binding contract to purchase or sell the securities, provides instructions to another person to sell the securities or adopts a written plan for trading the securities (i.e., the Trading Plan).

- ***Second***, the Trading Plan must either:

    - specify the amount of securities to be purchased or sold, the price at which the securities are to be purchased or sold and the date on which the securities are to be purchased or sold;

    - include a written formula or algorithm or computer program for determining the amount, price and date of the transactions; or

    - prohibit the individual from exercising any subsequent influence over how, when or whether to effect purchases or sales of the Company's stock under the Trading Plan in question.

- ***Third***, the purchase or sale must occur pursuant to the Trading Plan and the individual must not enter into a corresponding hedging transaction or alter or deviate from the Trading Plan.

The initiation of, and any modification to, any such Trading Plan will be deemed to be a transaction in the Company's securities, and such initiation or modification is subject to all limitations and prohibitions relating to transactions in the Company's securities covered by this Policy.

Rule 10b5-1 also has a general "good faith" requirement and persons entering into Trading Plans must act in good faith with respect to the Trading Plan throughout the duration of the Trading Plan. Trading Plans adopted by Company Personnel are required to include representations by Company Personnel certifying that the he or she: (i) is not aware of material non-public information about the Company or its securities and (ii) is adopting the Trading Plan in good faith and not as part of a plan or scheme to evade the prohibitions of Rule 10b-5.

Company Personnel must submit the draft of each Trading Plan and each trading plan that does not satisfy the requirements of Rule 10b5-1, and any modification thereof, to the General Counsel or Authorized Officer for approval, who may impose such conditions on the implementation and operation of such plans as the Authorizing Officer deems necessary or advisable. However, compliance of a Trading Plan with the terms of Rule 10b5-1 and the execution of transactions pursuant to the Trading Plan are the sole responsibility of the person initiating the Trading Plan, not the Company or the Authorizing Officer. Such a plan may not be established during a Blackout Period or any other time during which he or she is aware of any material nonpublic information regarding the Company. Company Personnel also must request pre-clearance for any modification or termination of any such plan once established.

It is the policy of the Company that the following people are required to execute any proposed trades in the Company's securities through a Trading Plan:

- all members of the Board of Directors and all members of the Executive Team and the Expanded Executive Team;

- all attorneys in the Legal department;
- all Company Personnel in the Finance, Internal Audit, Tax, Investor Relations or Corporate Communications departments who is required to sign the Supplemental Code of Ethics; and
- all Company Personnel otherwise designated as such by the General Counsel or Chief Financial Officer.

Termination of and Amendments to Trading Plans

Termination of or amendments to Trading Plans should occur only in unusual circumstances. Effectiveness of any termination or amendment of a Trading Plan will be subject to the prior review and approval of the Authorizing Officer. Once a Trading Plan has been terminated, for those participants eligible to trade outside of a Trading Plan, such participants should wait at least 30 days before trading outside of a Trading Plan (and, in any event, the participant must comply with the cooling-off period requirements described above in connection with the adoption or modification of a Trading Plan, including any modification of a Trading Plan deemed to be the termination of such plan and the adoption of a new plan as described below). Please note that termination of a Trading Plan can result in the loss of an affirmative defense for past or future transactions under a Trading Plan. A participant should consult with their own legal counsel before deciding to terminate a Trading Plan and should not assume that compliance with the 30-day bar will protect them from possible adverse legal consequences of a Trading Plan termination.

If approved by an Authorizing Officer, a person may amend an existing Trading Plan so long as such person acts in good faith and such amendments are made outside of a blackout period and at a time when the Trading Plan participant does not possess material, non-public information. A modification or change to a Trading Plan that impacts the amount, price, or timing of the purchase or sale of the securities (or a modification or change to a written formula or algorithm, or computer program that affects the amount, price, or timing of the purchase or sale of the securities) thereunder is deemed a termination of the original plan and the adoption of a new plan, subject to a new cooling-off period.

Under certain circumstances, a Trading Plan must be terminated. This may include circumstances such as the announcement of a merger or the occurrence of an event that would cause the transaction either to violate the law or to have an adverse effect on the Company. The Authorizing Officer or administrator of the Company's stock plans is authorized to notify the broker in such circumstances, thereby insulating the participant in the event of termination.

Discretionary Plans

Although non-discretionary Trading Plans are preferred, discretionary Trading Plans, where the discretion or control over trading is transferred to a broker which does not have access to the Company's material, non-public information, are permitted if pre-approved by the Authorizing Officer.

Any Trading Plan, arrangement or trading instructions, etc., involving potential sales or purchases of the Company securities or option exercises, including but not limited to, blind trusts, discretionary accounts with banks or brokers, or limit orders, must be pre-approved by an Authorizing Officer. The actual transactions effected pursuant to a pre-approved Trading Plan will not be subject to further pre-clearance for transactions in the Company's securities once the Trading Plan or other arrangement has been pre-approved.

Public Disclosure

The Company may make a public announcement that Trading Plans are being implemented in accordance with Rule 10b5-1. It will consider in each case whether a public announcement of a particular Trading Plan should be made. It may also make public announcements or respond to inquiries from analysts, stockholders or the media as transactions are made under a Trading Plan. In addition, the Company will provide the disclosures required pursuant to Item 408(a) of Regulation S-K regarding the adoption or termination of trading plans (whether or not they satisfy the requirements of Rule 10b5-1 and including any modification of a trading plan deemed to be the termination of such plan and the adoption of a new trading plan) by directors and executive officers and the material terms of these plans including, without limitation: (i) the name and title of the director or executive officer (including the principal accounting officer) adopting the plan; (ii) the date of adoption or termination of the plan; (iii) the duration of the plan; and (iv) the aggregate number of securities to be sold or purchased under the plan. The Company will also provide the disclosures required pursuant to Item 408(b) of Regulation S-K regarding this Policy and, when required, will file a copy of this Policy as an exhibit to its Annual Report on Form 10-K.

Prohibited Transactions

The transactions prohibited under Section 3 of this Policy, including among others short sales and hedging transactions, may not be carried out through a Trading Plan or other arrangement or trading instruction involving potential sales or purchases of the Company's securities.

No Section 16 Protection

The use of Trading Plans does not exempt participants from complying with the Section 16 reporting rules or liability for short-swing trades.

Limitation on Liability

None of the Company, the Authorizing Officer or the Company's other employees will have any liability for any delay in reviewing, or refusal of, a Trading Plan submitted pursuant to this Policy. Notwithstanding any review of a Trading Plan pursuant to this Policy, none of the Company, the Authorizing Officer or the Company's other employees assumes any liability for the legality or consequences relating to such Trading Plan to the person adopting such Trading Plan.

Exceptions to Blackout Period Prohibitions and Pre-Clearance Requirements

The following transactions in Company securities are not prohibited during Blackout Periods, and pre-clearance is not required for the following transactions in Company securities:

- purchases or sales of securities pursuant to pre-arranged allocation elections made under any tax-qualified employee benefit plan of the Company;
- purchases or sales of Company securities by a Designated Person in a registered public offering or in an offering under Rule 144A of the Securities Act of 1933 that is available to the Designated Person on the same terms and conditions as to all other participants in the offering; provided, however, that the General Counsel (or his or her designee) must be notified of all such purchases or sales by the Designated Person on or prior to the day such purchase or sale occurs; or
- transactions effected in accordance with a properly established Rule 10b5-1 trading plan.

5. POST-TERMINATION TRANSACTIONS

If your employment or engagement with the Company ends during a Blackout Period, this Policy (including its pre-clearance requirements and trading prohibitions during a Blackout Period) will continue to apply to your transactions in Company securities until that Blackout Period ends.

As a reminder, if you are in possession of material nonpublic information when your employment or engagement terminates, you may not trade in Company securities until that information has become public or is no longer material.

6. TRANSACTIONS UNDER COMPANY EQUITY INCENTIVE PLANS

General

Any (i) purchase of Company securities from the Company, or (ii) sales of Company securities to the Company, are not subject to this Policy.

Options

This Policy's trading restrictions do not apply to (i) the exercise of employee stock options issued under any of the Company's equity incentive plans or, (ii) if the Company requires, any market sale of shares issued upon the exercise of employee stock options to generate proceeds to cover the exercise price of those employee stock options and/or any withholding tax obligations at the time of exercise.

The Policy's trading restrictions do apply, however, to any other market sale of the shares issued upon that exercise of employee stock options, including to the extent that the holder of those underlying shares (as opposed to the Company) makes an investment decision to sell those shares into the market to generate proceeds to cover the exercise price of those employee stock options and/or any withholding tax obligations at the time of exercise (or for any other reason).

Restricted Stock / Restricted Stock Units

This Policy's trading restrictions do not apply to (i) the vesting of restricted stock or restricted stock units or (ii) the Company's withholding of shares (or, if the Company requires, any market sale of shares) to satisfy tax withholding requirements upon the vesting of any restricted stock or restricted stock units.

The Policy's trading restrictions do apply, however, to any market sale of vested restricted stock or restricted stock units directed by the holder, including if the holder (as opposed to the Company) makes an investment decision to sell the shares into the market to cover any withholding tax obligations at the time of vesting (or for any other reason).

7. GIFTS AND OTHER TRANSFERS NOT INVOLVING A PURCHASE OR SALE

Gifts of Company securities to charities or other persons (including Family Members or Controlled Entities), as well as transfers to or from trusts or partnerships, by any person subject to this Policy are permitted, subject to any Blackout Periods and pre-clearance in accordance with the pre-clearance procedures in Section 4 of this Policy.

8. PROCEDURES FOR COMMUNICATIONS WITH THE PUBLIC

General Considerations

The Company is required under Regulation FD of the federal securities laws to avoid the selective disclosure of material nonpublic information. Company Personnel may not, therefore, disclose information to anyone outside the Company, including analysts, stockholders, journalists or any media outlet, family members and friends, other than in accordance with all Company policies and procedures. Company Personnel also may not discuss the Company or its business on social media (like LinkedIn, Facebook or Twitter), in an internet "chat room" or any other internet- or social media-based forum (other than reposting or distributing previously-approved Company communications).

The Company has established procedures for releasing material information in a manner that is designed to achieve broad public dissemination of that information immediately upon its release.

Authorized Spokespersons

Senior officials of the Company, or any other director, officer, employee or agent of the Company who regularly communicates with investors and/or securities professionals, may be deemed to be persons "***acting on behalf of***" the Company for purposes of Regulation FD. Accordingly, Company Personnel may subject the Company to possible SEC enforcement action for a violation of Regulation FD if Company Personnel orally, or in writing, communicate material nonpublic information to securities professionals or investors in situations where the Company has not either previously, or simultaneously, released that information to the public pursuant to one or more of the following methods:

- Form 8-K or other document filed with, or submitted to, the SEC;
- A widely disseminated press release;
- A conference call or webcast of such call that is open to the public at large (albeit solely on a "listen-only" basis where an authorized spokesperson deems it appropriate), and has been the subject of adequate advance notice within the meaning of Regulation FD; or
- Posted on a portion of the Company's website that is open to the public at large and has been the subject of adequate advance notice within the meaning of Regulation FD.

The Company limits the number of spokespersons authorized to communicate on behalf of the Company with any person or entity outside the Company – both to ensure compliance with Regulation FD and otherwise to protect the confidentiality of sensitive business or financial information regarding the Company. Accordingly, the Company has designated the Chairperson of the Board of Directors, the Lead Independent Director, the Chief Executive Officer, the President, the Chief Financial Officer, the Investor Relations / Corporate Communications departments and any other person or investor relations firm expressly designated by the Chief Executive Officer or the Board of Directors as the sole authorized spokespersons for the Company. These people typically lead or participate in the presentations at the Company's quarterly earnings or other conference calls. From time to time, other employees or members of the Board of Directors may be expressly designated as authorized spokespersons to respond to specific inquiries or to make specific presentations to the investment community as necessary or appropriate, in which case they too will be deemed to be "*authorized spokespersons*" for purposes of this Policy.

All inquiries regarding the Company or its securities made by any person or entity outside the Company, including but not limited to securities analysts, members of the media, existing stockholders and/or debtholders and potential investors (except in the context of planned and authorized presentations) with regard to the Company's business operations or prospects as well as the Company's financial condition, results of operations or any development or plan affecting the Company, should be referred immediately and exclusively to the Chairperson of the Board of Directors, the Lead Independent Director, the Chief Executive Officer, the President or the Chief Financial Officer (or their respective designees) or the Investor Relations / Corporate Communications departments.

Inadvertent Disclosure

Should Company Personnel become aware of facts suggesting that material nonpublic information may have been communicated in violation of this Policy to a securities professional, an actual or potential investor or the press – regardless of whether the source or means (oral, written or electronic (e.g., e-mail, Internet chat room, social media, etc.)), then that Company Personnel must notify the General Counsel (or his or her designee) immediately. In certain circumstances, steps can be taken immediately upon discovery of the selective disclosure to protect both the Company and the person responsible for that communication. Regulation FD, for example, gives a brief period, generally 24 hours, after discovery of a careless or inadvertent selective disclosure to avoid potential SEC enforcement action by fully disclosing the information to the public.

Advance Review of Speeches and Presentations

Company Personnel need to be mindful of the information they share in speeches, presentations and meetings.

- *Corporate, Investor and Analyst Presentations*. Whenever practicable, the Company will encourage corporate, investor and analyst conferences, presentations and meetings in which Company Personnel participate to be open to the public and simultaneously webcast. Special care should be taken in the case of statements made in the context of informal or one-on-one meetings with analysts or investors to avoid the inadvertent disclosure of material nonpublic information.

  Only the Chairperson of the Board of Directors, the Lead Independent Director, the Chief Executive Officer, the President and the Chief Financial Officer (and their respective designees) are authorized to speak or present in these situations. Other Company Personnel must obtain authorization to participate in any corporate, investor or analyst conferences, presentations and meetings from the Chairperson of the Board of Directors, the Chief Executive Officer, the President or the Chief Financial Officer (or his or her respective designee). Presentations and speeches should be provided by email to, and reviewed and authorized by, (i) the General Counsel (or his or her respective designee) and (ii) at least one of the Chief Executive Officer, the President or the Chief Financial Officer.

- *Other Presentations*. Any other, planned or pre-scripted portions of any other conferences or presentations to be given regarding the Company should be provided by email to, and reviewed and authorized by, the General Counsel (or his or her respective designee) in advance. If the presentation is not open to the public, consideration should be given to appropriate public dissemination of the material to be presented.

Responding to Rumors

Rumors and media reports concerning the business and affairs of the Company may circulate from time to time. It is the Company's general policy not to comment upon such rumors and/or to publish corrections about inaccurate or incomplete media statements. Company Personnel should not comment upon or respond to such rumors and/or media reports. Requests for comments or responses should be referred to the Chairperson of the Board of Directors, the Lead Independent Director, the Chief Executive Officer, the President or the Chief Financial Officer.

Broad, Public Dissemination

It is the Company's policy to disseminate material information broadly throughout the marketplace. In disclosing material information, the Company follows a regimen intended to disseminate the news broadly. Specifically, the Company has a policy of disclosing information to the public pursuant to any or all of the means described above in the section captioned "*Authorized Spokespersons*" above.

Material information should not be disclosed initially in investor forums to which access may be limited (such as investor conferences and "one-on-one" meetings with investors or analysts). That kind of limited disclosure can create an unfair advantage for such persons. For purposes of these discussions, the key litmus test is that material information must be disseminated broadly before or as it is discussed with any investor or analyst.

9. POLICY ADMINISTRATION, ETC.

The General Counsel (or his or her designee) will administer this Policy (provided that, in the event of any situation involving the General Counsel as a Company Personnel, the Chief Financial Officer will administer this Policy and all references in this Policy to General Counsel will be deemed to refer to the Chief Financial Officer for those purposes). Accordingly, any person who has a question about this Policy or its application to any proposed transaction may obtain additional guidance from the General Counsel (or his or her designee). Ultimately, however, the responsibility for adhering to this Policy and avoiding unlawful transactions rests with the individual Company Personnel.

10. TRAINING UNDER THE POLICY

Each of the Company Personnel subject to this Policy must train on this Policy (through the Company's electronic training platform or otherwise) to ensure he or she has received, read, fully understands and complies with this Policy.

11. THE CONSEQUENCES OF VIOLATION

Insider trading is a serious crime. Not only does it damage those directly involved, but it also adversely affects the company whose directors, officers and other employees, agents, consultants or securities, were the subject of the offense. A company's reputation for integrity and honesty is an important corporate asset that can be harmed significantly through an insider trading investigation conducted either by the SEC or the U.S. Department of Justice, even if no charges ultimately are brought. The consequences of violations of the federal securities laws governing insider trading (including tipping) are serious:

- **For individuals** who trade on inside information (or tip inside information to others):
    - civil penalty of up to three times the profit gained or loss avoided;
    - criminal fine (no matter how small the profit) of up to $5 million;
    - jail term of up to 25 years;
    - disgorgement of profits;
    - cease-and-desist order to stop the violation, and penalties for violations of those orders or the federal securities laws; and
    - the SEC may seek to bar an individual found to have engaged in insider trading from serving as an officer or director of the Company or any other public company that files reports with the SEC.
- **For a company** (as well as possibly any supervisory person) that fails to take appropriate steps to prevent illegal trading or tipping by an employee, director or other person or entity covered by that company's policy:
    - civil penalty not to exceed the greater of $1 million or three times the profit gained or loss avoided as a result of that person's violation; and
    - criminal penalty of up to $25 million.
- **For Illegal Tipping (including as a result of unauthorized selective disclosure).** Penalties may apply regardless of whether the tipper derives any benefits from the tippee's trading activities. In addition, the person making the communication might be sued by the SEC as a "*cause*" of the Company's Regulation FD violation.

The Company, its directors, officers and the supervisory personnel as designated from time to time by the General Counsel of the Company (or his or her designee), could be deemed "***controlling persons***" under the federal securities laws, subject to potential liability for insider trading (including tipping) based on another person's violations. Accordingly, it is important for these people to maintain an awareness of possible insider trading violations by persons under their control and to take measures where appropriate to prevent those violations. Directors, officers and other supervisory personnel who become aware of a potential violation of the insider trading prohibitions and/or a potential violation of this Policy must immediately advise the General Counsel of the Company (or his or her designee) and must take steps where appropriate to prevent persons under their supervision from misusing material nonpublic information regarding the Company or any other company or entity covered by this Policy.

Company-Imposed Sanctions

The failure to comply with this Policy may subject Company Personnel to Company-imposed sanctions, including termination for cause, whether or not the failure to comply results in a violation of law. Needless to say, a violation of law, or even an SEC investigation that does not result in prosecution, can tarnish one's reputation and irreparably damage a career.

Rev. 01/2024

* * *

Exhibit 21.1

LANTHEUS HOLDINGS, INC.
SUBSIDIARIES

Subsidiary	State or Other Jurisdiction of Organization
Aphelion LLC	Delaware
Cerveau Technologies, Inc.	Delaware
Excelsior Life Sciences Ireland Limited	Ireland
EXINI Diagnostics AB	Sweden
Lantheus Alpha Therapy, LLC	Delaware
Lantheus EU Limited	Ireland
Lantheus Five, LLC	Delaware
Lantheus Medical Imaging, Inc.	Delaware
Lantheus MI Canada, Inc.	Canada
Lantheus MI Real Estate, LLC	Delaware
Lantheus MI UK Limited	United Kingdom
Lantheus Omega, LLC	Delaware
Lantheus One, LLC	Delaware
Lantheus Radiopharmaceuticals UK Limited	United Kingdom
Lantheus Three, LLC	Delaware
Lantheus Two, LLC	Delaware
Meilleur Technologies, Inc.	Delaware
MNTX Royalties Sub LLC	Delaware
Molecular Insight Pharmaceuticals, Inc.	Delaware
Project Hazel Merger Sub, Inc.	Delaware
Progenics Pharmaceuticals Nevada, Inc.	Nevada
Progenics Pharmaceuticals, Inc.	Delaware
PSMA Development Company LLC	Delaware

Exhibit 23.1

CONSENT OF INDEPENDENT REGISTERED PUBLIC ACCOUNTING FIRM

We consent to the incorporation by reference in Registration Statement Nos. 333-271973, 333-264890, 333-258454, 333-239491, 333-232919, 333-220050, 333-220049, 333-214343, 333-205211, and 333-281686 on Form S-8 of our reports dated February 26, 2025, relating to the financial statements of Lantheus Holdings, Inc. and the effectiveness of Lantheus Holdings, Inc.'s internal control over financial reporting appearing in this Annual Report on Form 10-K for the year ended December 31, 2024.

/s/ Deloitte & Touche LLP

Boston, Massachusetts
February 26, 2025

Exhibit 31.1

CERTIFICATION OF CHIEF EXECUTIVE OFFICER PURSUANT TO EXCHANGE ACT RULE 13a-14(a)

I, Brian Markison, certify that:

1. I have reviewed this Annual Report on Form 10-K of Lantheus Holdings, Inc.;

2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;

3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;

4. The registrant's other certifying officer and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and have:

   a. Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;

   b. Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;

   c. Evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and

   d. Disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's fourth fiscal quarter that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and

5. The registrant's other certifying officer and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of the registrant's board of directors (or persons performing the equivalent functions):

   a. All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and

   b. Any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

Date: February 26, 2025

/s/ BRIAN MARKISON

Name: Brian Markison

Title: *Chief Executive Officer*
(Principal Executive Officer)

Exhibit 31.2

CERTIFICATION OF CHIEF FINANCIAL OFFICER PURSUANT TO EXCHANGE ACT RULE 13a-14(a)

I, Robert J. Marshall, certify that:

1. I have reviewed this Annual Report on Form 10-K of Lantheus Holdings, Inc.;

2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;

3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;

4. The registrant's other certifying officer and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and have:

   a. Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;

   b. Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;

   c. Evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and

   d. Disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's fourth fiscal quarter that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and

5. The registrant's other certifying officer and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of the registrant's board of directors (or persons performing the equivalent functions):

   a. All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and

   b. Any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

Date: February 26, 2025

/s/ ROBERT J. MARSHALL, JR.

Name: Robert J. Marshall, Jr.

Title: *Chief Financial Officer and Treasurer*
(Principal Financial Officer)

Exhibit 32.1

CERTIFICATION PURSUANT TO 18 U.S.C. SECTION 1350

Pursuant to 18 U.S.C. Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002, Brian Markison, the Chief Executive Officer, and Robert J. Marshall, Jr., the Chief Financial Officer, of Lantheus Holdings, Inc. (the "Company"), hereby certify, that, to their knowledge:

1. The Annual Report on Form 10-K for the fiscal year ended December 31, 2024 (the "Report") of the Company fully complies with the requirements of Section 13(a) of the Securities Exchange Act of 1934; and

2. The information contained in the Report fairly presents, in all material respects, the financial condition and results of operations of the Company.

Date: February 26, 2025

/s/ BRIAN MARKISON

Name: Brian Markison

Title: *Chief Executive Officer*

(Principal Executive Officer)

Date: February 26, 2025

/s/ ROBERT J. MARSHALL, JR.

Name: Robert J. Marshall, Jr.

Title: *Chief Financial Officer and Treasurer*

(Principal Financial Officer)

A signed original of this written statement required by Section 906 has been provided to the Company and will be retained by the Company and furnished to the Securities and Exchange Commission or its staff upon request.

Exhibit 97.1

Lantheus Holdings, Inc.

Amended and Restated
Executive Compensation Clawback Policy

Lantheus Holdings, Inc. (the "***Company***") hereby adopts this Amended and Restated Executive Compensation Clawback Policy (this "***Policy***"), effective as of October 2, 2023 (the "***Effective Date***"). Certain capitalized terms are defined in Section 4 below.

1. **Introduction**. This Policy is intended to provide for the recovery of erroneously awarded incentive-based compensation in the event that the Company is required to prepare an accounting restatement due to the material noncompliance of the Company with any financial reporting requirement under the securities laws. This Policy imposes legally binding obligations on each Executive Officer.

2. **Intent and Administration**. This Policy is intended to comply with Section 10D of the Securities Exchange Act of 1934, as amended (the "***Exchange Act***"), Rule 10D-1 under the Exchange Act and Nasdaq Stock Market Rule 5608. This Policy shall be interpreted to facilitate compliance with applicable laws, rules and regulations, including interpretations thereof promulgated or issued by the Securities and Exchange Commission (the "***Commission***") or Nasdaq, as applicable. This Policy shall be administered by the Board or, if so designated by the Board, the Committee, in which case references herein to the Board shall be deemed references to the Committee. The Board is authorized to interpret and construe this Policy and to make all determinations necessary, appropriate, or advisable for the administration of this Policy. Any determination of the Board or the Committee under this Policy will be conclusive and binding on the Company and the applicable Executive Officer(s). Subject to compliance with the Policy, the determination of the Board or the Committee need not be uniform with respect to all Officers.

3. **Dissemination and Acknowledgement of this Policy**. A copy of this Policy shall be provided to, and acknowledged by, each Executive Officer.

4. **Definitions.** For purposes of this Policy, the following terms have the meanings set forth below.

(a) "***Accounting Restatement***" means any accounting restatement due to the material noncompliance of the Company with any financial reporting requirement under the securities laws, including any required accounting restatement to correct an error in previously issued financial statements that is material to the previously issued financial statements, or that would result in a material misstatement if the error were corrected in the current period or left uncorrected in the current period.

(b) "***Board***" means the Board of Directors of the Company.

(c) "***Committee***" means the Talent and Compensation Committee of the Board.

(d) "***Erroneously Awarded Incentive-Based Compensation***" means the amount of Recoverable Incentive-Based Compensation Received that exceeds the amount of Recoverable Incentive-Based Compensation that otherwise would have been Received had it been determined based on the restated amounts. The amount of Erroneously Awarded Incentive-Based Compensation must be computed without regard to any taxes paid.

(e) "***Executive Officer***" means the Company's chief executive officer, president, principal financial officer, principal accounting officer (or if there is no such accounting officer, the controller), any vice-president of the Company in charge of a principal business unit, division, or function (such as sales, administration, or finance), any other officer who performs a policy-making function, or any other person who performs similar policy-making functions for the Company. Executive officers of the Company's parent(s) or subsidiaries are deemed executive officers of the Company if they perform such policy making functions for the Company. All executive officers identified by the Company pursuant to Item 401(b) of Regulation S-K shall be deemed to be Executive Officers.

(f) "***Financial Reporting Measure***" means any measure that is determined and presented in accordance with the accounting principles used in preparing the Company's financial statements, and any measures that are

derived wholly or in part from such measures. Stock price and total shareholder return (whether absolute or relative) are also Financial Reporting Measures. A Financial Reporting Measure need not be presented within the financial statements or included in a filing with the Commission.

(g) "***Incentive-Based Compensation***" means any compensation that is granted, earned, or vested based wholly or in part upon the attainment of a Financial Reporting Measure (including any time-based equity).

(h) Incentive-Based Compensation is deemed "***Received***" in the Company's fiscal period during which the Financial Reporting Measure specified in the Incentive-Based Compensation award is attained, even if the payment or grant of the Incentive-Based Compensation occurs after the end of that period.

(i) "***Recoverable Incentive-Based Compensation***" means all Incentive-Based Compensation Received by a person:

(i) after the later of (1) beginning service as an Executive Officer and (2) the Effective Date;

(ii) who served as an Executive Officer at any time during the performance period for that Incentive-Based Compensation;

(iii) while the Company has a class of securities listed on a national securities exchange or a national securities association; and

(iv) during the Recovery Period.

(j) "***Recovery Period***" means the three completed fiscal years immediately preceding the Restatement Date. The Recovery Period also includes any transition period (that results from a change in the Company's fiscal year) within or immediately following those three completed fiscal years. A transition period between the last day of the Company's previous fiscal year end and the first day of its new fiscal year that comprises a period of nine to twelve months shall be deemed a completed fiscal year.

(k) "***Restatement Date***" means the date that the Company is required to prepare an Accounting Restatement, which is the earlier to occur of:

(i) the date the Board, a committee of the Board, or the officer or officers of the Company authorized to take such action if Board action is not required, concludes, or reasonably should have concluded, that the Company is required to prepare an Accounting Restatement; or

(ii) the date a court, regulator, or other legally authorized body directs the Company to prepare an Accounting Restatement.

5. Financial Restatement.

(a) In the event that the Company is required to prepare an Accounting Restatement, the Company shall recover reasonably promptly from each Executive Officer the amount of Erroneously Awarded Incentive-Based Compensation, regardless of fault or responsibility and regardless of if or when the Accounting Restatement is filed with the Commission.

(b) Under this Policy, each Executive Officer is legally obligated, both during and after employment, to reimburse the Company reasonably promptly for any Erroneously Awarded Incentive-Based Compensation.

(c) Any employment agreement, equity award agreement, compensation plan or other compensatory agreement or arrangement with any Executive Officer entered into on or after the Effective Date shall be deemed to include, as a condition to the receipt of any Incentive-Based Compensation from the Company, an agreement by the Executive Officer to be bound by this Policy.

6. Recovery Procedure.

(a) If the Company is required to prepare an Accounting Restatement, the Board shall reasonably promptly determine the amount of any Erroneously Awarded Incentive-Based Compensation. The Board shall have discretion to determine the appropriate means of recovering Erroneously Awarded Incentive-Based Compensation based on the particular facts and circumstances of each recovery. Notwithstanding the foregoing, except as provided in Section 8, the Company shall not accept an amount less than the amount of the Erroneously Awarded Incentive-Based Compensation in satisfaction of an Executive Officer's obligations under this Policy.

(b) For Incentive-Based Compensation based on stock price or total shareholder return, where the amount of Erroneously Awarded Incentive-Based Compensation is not subject to mathematical recalculation directly from the information in an Accounting Restatement:

(i) the Board shall make a reasonable estimate of the effect of the Accounting Restatement on the stock price or total shareholder return upon which the Incentive-Based Compensation was Received; and

(ii) the Board shall maintain documentation of its determination of that reasonable estimate and provide such documentation to Nasdaq.

(c) If an Executive Officer fails to repay all Erroneously Awarded Incentive-Based Compensation to the Company when due, (i) the Company shall seek, subject only to the exceptions in provided in Section 8, to recover such Erroneously Awarded Incentive-Based Compensation from the Executive Officer and (ii) the Executive Officer shall reimburse the Company for any and all expenses reasonably incurred (including legal fees) by the Company in recovering such Erroneously Awarded Incentive-Based Compensation.

7. **Recovery of Other Equity-Based Compensation**. At the sole discretion of the Board, in the event that the Company is required to prepare an Accounting Restatement, the Company may recover from each Executive Officer all or a portion of equity-based compensation that was granted, earned, or vested based on criteria other than the attainment of a Financial Reporting Measure, and Received by such person, subject to the criteria set forth in Sections 4(i)(i)-(iv) (and all references therein to "Incentive-Based Compensation" will be deemed to include all equity-based compensation), up to an amount that the Board determines that such equity-based compensation exceeds the amount of equity-based compensation that otherwise would have been Received had it been determined based on the restated amounts. The Board shall have discretion to determine the appropriate (i) method of calculating the amount to be recovered pursuant to this Section 7, and (ii) means of recovering such amount, based on the particular facts and circumstances of each Accounting Restatement.

8. **Exceptions.** The Company need not recover Erroneously Awarded Incentive-Based Compensation in the following circumstances if the Committee (or in the absence of such a committee, a majority of the independent directors serving on the Board), has made a determination that recovery would be impracticable:

(a) the direct expense paid to a third party to assist in enforcing the Policy would exceed the amount to be recovered; provided, however, that, before concluding that it would be impracticable to recover any amount of Erroneously Awarded Incentive-Based Compensation based on expense of enforcement, the Company must make a reasonable attempt to recover such Erroneously Awarded Incentive-Based Compensation, document such reasonable attempt(s) to recover, and provide that documentation to Nasdaq;

(b) recovery would violate home country law where that law was adopted prior to November 28, 2022; provided, however, that, before concluding that it would be impracticable to recover any amount of Erroneously Awarded Incentive-Based Compensation based on violation of home country law, the Company must obtain an opinion of home country counsel, acceptable to Nasdaq, that recovery would result in such a violation, and must provide such opinion to Nasdaq; or

(c) recovery would likely cause an otherwise tax-qualified retirement plan, under which benefits are broadly available to employees of the Company, to fail to meet the requirements of 26 U.S.C. § 401(a)(13) or 26 U.S.C. § 411(a) and regulations thereunder.

9. **Disclosure**. The Company shall file all disclosures with respect to this Policy in accordance with the requirements of federal securities laws, including the disclosure required by applicable Commission filings.

10. **Prohibition of Indemnification**. The Company shall not insure or indemnify any Executive Officer against (a) the loss of any Erroneously Awarded Incentive-Based Compensation that is repaid, returned or recovered pursuant to this Policy, or (b) any claims relating to the Company's enforcement of its rights under this Policy. Although Executive Officers may purchase insurance to cover their potential recovery obligations, the Company shall not pay or reimburse the Executive Officer for premiums for any such policy. Further, the Company shall not agree to exempt any Incentive-Based Compensation from the application of this Policy or to waive the Company's right to recover any Erroneously Awarded Incentive-Based Compensation. This Policy shall supersede any such agreement or waiver (whether entered into before, on, or after the Effective Date), including any indemnification agreement.

11. **Other Recovery Rights; Credit for Recovery**. The Company's right to recoupment set forth in this Policy is in addition to any other rights that the Company or any of its affiliates may have against any Executive Officer, including any remedies at law or in equity; provided that, effective as of the Effective Date, this Policy amends and restates in its entirety the Executive Compensation Clawback Policy previously made effective as of January 1, 2022. Application of this Policy does not preclude the Company or any of its affiliates from taking any other action to enforce an Executive Officer's obligations to the Company, including termination of employment. If the Company shall recover from any Executive Officer any Erroneously Awarded Incentive-Based Compensation through any means outside this Policy, the amount recovered shall be credited against the amount owed by the Executive Officer under this Policy with respect to such Erroneously Awarded Incentive-Based Compensation. Subject to compliance with Section 409A of the Internal Revenue Code of 1986, as amended, any amount that is required to be forfeited to the Company pursuant to this Policy may, in the sole discretion of the Board, be offset against any amounts otherwise owed to the applicable Executive Officer by the Company or any subsidiary thereof (whether as wages or vacation pay or pursuant to any benefit plan or other compensatory arrangement).

12. **Binding Effect**. This Policy shall be binding on and enforceable against all Executive Officers and their beneficiaries, heirs, executors, administrators and other legal representatives.

13. **Survival; No Release or Waiver of Claims**. Neither the termination of employment of an Executive Officer nor ceasing to serve as an Executive Officer shall affect the Executive Officer's obligations under this Policy, which shall survive such termination or change in service. Each Executive Officer agrees that no general or limited release or waiver by the Company of any claims or rights shall release or waive, or be deemed to release or waive, any of the Company's rights under this Policy (or any obligations of the Executive Officer under this Policy) unless, and only to the extent that, such release or waiver expressly refers to this Policy by name and expressly states that the Company intends to release its rights under this Policy.

14. **Severability**. If any provision of this Policy or the application of such provision is adjudicated to be invalid, illegal or unenforceable in any respect, that invalidity, illegality or unenforceability shall not affect any other provision of this Policy, and the invalid, illegal or unenforceable provision shall be deemed to be amended to the minimum extent necessary to render that provision or the application thereof enforceable.

15. **Governing Law**. This Policy shall be governed by and construed in accordance with the laws of the State of Delaware, without regard to its conflicts of laws.

16. **Amendment; Termination; Waiver**. This Policy may be amended, modified or terminated at any time by the Board of Directors of the Company. The Committee shall have the discretion to waive any provision of this Policy, but only to the extent that such waiver would not result in a violation by the Company of any applicable law, rule or regulation, including Rule 10D-1 under the Exchange Act and Nasdaq Rule 5608.

* * *