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**UNITED STATES  
SECURITIES AND EXCHANGE COMMISSION**  
Washington, D.C. 20549

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**FORM 8-K**

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

**Date of the report (Date of earliest event reported): April 23, 2018 (April 20, 2018)**

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**Henry Schein, Inc.**  
(Exact name of registrant as specified in its charter)

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**Delaware**  
(State or other jurisdiction  
of incorporation)

**0-27078**  
(Commission  
File Number)

**11-3136595**  
(I.R.S. Employer  
Identification No.)

**135 Duryea Road, Melville, New York**  
(Address of principal executive offices)

**11747**  
(Zip Code)

**Registrant's telephone number, including area code: (631) 843-5500**

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(Former name or former address, if changed since last report.)

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Check the appropriate box below if the Form 8-K filing is intended to simultaneously satisfy the filing obligation of the registrant under any of the following provisions:

- Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)
- Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)
- Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))
- Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))

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

Emerging growth company

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

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## **Item 1.01 Entry into a Material Definitive Agreement.**

On April 23, 2018, Henry Schein, Inc. (the “Company”) announced that it had entered into definitive agreements with HS Spinco, Inc., a Delaware corporation and a direct, wholly owned subsidiary of the Company (“Spinco”), and Direct Vet Marketing, Inc. (d/b/a Vets First Choice), a Delaware corporation (“DVM”), as part of a Reverse Morris Trust transaction pursuant to which, subject to the terms and conditions set forth in certain definitive agreements described below, (i) the Company will contribute the assets and entities comprising its animal health business (the “Spinco Business”) to Spinco, (ii) in exchange for the contribution to Spinco of the Spinco Business, Spinco will issue to the Company shares of common stock, par value \$0.01 per share, of Spinco (the “Spinco Common Stock”), (iii) Spinco will pay to the Company the Special Dividend (as defined below), the Additional Special Dividend (if applicable) (as defined below), and the Intercompany Debt Repayment (as defined below), (iv) the Company will subsequently distribute to its stockholders all of the shares of Spinco Common Stock held by the Company (the “Distribution”), and (v) immediately after the Distribution, HS Merger Sub, Inc., a Delaware corporation and a direct, wholly owned subsidiary of Spinco (“Merger Sub”), will merge with and into DVM (the “Merger”), with DVM surviving the merger as a wholly owned subsidiary of Spinco (collectively, the “Transactions”). Upon consummation of the Transactions, on a fully-diluted basis, the stockholders of the Company will own approximately 63% of the outstanding shares of Spinco Common Stock and the then former stockholders of DVM will own approximately 37% of the outstanding shares of Spinco Common Stock, subject to certain adjustments.

The definitive agreements entered into by the parties include (i) an Agreement and Plan of Merger (the “Merger Agreement”), dated as of April 20, 2018, by and among the Company, Spinco, Merger Sub, DVM and Shareholder Representative Services LLC, a Colorado limited liability company, solely in its capacity as the representative of the DVM stockholders (the “DVM Stockholder Representative”), (ii) a Contribution and Distribution Agreement (the “Distribution Agreement”), dated as of April 20, 2018, by and among the Company, Spinco, DVM and, solely for the purposes of certain articles set forth therein, the DVM Stockholder Representative, and (iii) an Employee Matters Agreement (the “Employee Matters Agreement”), dated as of April 20, 2018, by and among the Company, Spinco and DVM.

In connection with the Transactions, the Company, Spinco, DVM and, in some cases, the DVM Stockholder Representative, will be entering into additional agreements, including:

- a Tax Matters Agreement, which will govern the respective rights, responsibilities and obligations of the Company, Spinco and DVM after the consummation of the Transactions with respect to tax liabilities, tax attributes, the preparation and filing of tax returns, tax contests, preservation of the intended tax treatment of the transactions and certain other tax matters; and
- a Transition Services Agreement, pursuant to which the Company will provide certain services to Spinco, and Spinco will provide certain services to the Company, that are in each case transitional in nature, for a specified period of time following the Distribution.

### **Distribution Agreement**

Pursuant to the Distribution Agreement, and subject to the terms and conditions set forth therein, the Company will contribute the Spinco Business to Spinco and will subsequently separate Spinco from the Company in a spin-off by distributing to its stockholders all of the shares of Spinco Common Stock held by the Company.

In order to effect these transactions, the Company will engage in a series of preliminary restructuring transactions that will result in, subject to certain exceptions, (i) the transfer to Spinco and its subsidiaries of all assets that primarily relate to the Spinco Business, (ii) the transfer to and assumption by Spinco and its subsidiaries of certain liabilities of the Company and its subsidiaries relating to the Spinco Business, and (iii) the contribution by the Company to Spinco of all of the ownership interests held by the Company in certain subsidiaries of the Company engaged in the Spinco Business. On the date of the Distribution, each stockholder of the Company holding shares of Company Common Stock, as of a record date to be determined by the Company’s board of directors, will be entitled to receive, in respect of each such share, a pro rata portion of the aggregate number of shares of Spinco Common Stock held by the Company as of the time of the Distribution.

Prior to the Distribution, the Company will receive from Spinco (i) a payment of a special dividend in an amount as determined by the Company in its reasonable discretion (the “Special Dividend”); provided however, the sum of the Special Dividend and the amount of the Intercompany Debt Repayment (as defined below), will in no event be greater than \$1,200,000,000, and (ii) in certain specified circumstances, an additional cash dividend in an amount up to \$50,000,000 (the “Additional Special Dividend”). The Special Dividend and the Additional Special Dividend (if applicable) are expected to be, in each case, funded with a portion of the proceeds of the Spinco Financing (as defined below) and cash of the Spinco Business.

The Distribution Agreement provides that the Distribution is subject to the satisfaction or waiver of certain conditions, including, among others, (i) the payment of the Special Dividend and the Additional Special Dividend, if applicable, to the Company and the effectuation of the Intercompany Debt Repayment, (ii) the procurement by Spinco of certain material licenses and permits necessary to operate the Spinco Business following the Effective Time, if the failure to obtain any such material licenses or permits would cause a condition to DVM's obligation to consummate the Merger not to be satisfied, and (iii) the satisfaction or waiver of the conditions in the Merger Agreement.

The foregoing description of the Distribution Agreement, and the transactions contemplated thereby, does not purport to be complete and is subject to, and qualified in its entirety by reference to, the full text of the Distribution Agreement, which is attached as Exhibit 2.1 hereto and is incorporated herein by reference.

### **Merger Agreement**

Pursuant to the Merger Agreement, subject to the terms and conditions set forth therein, Merger Sub will be merged with and into DVM, with DVM as the surviving corporation (the "Surviving Corporation"). As a result of the Merger, DVM will become a direct wholly owned subsidiary of Spinco. The Merger will occur immediately following the Distribution. At the effective time of the Merger, each outstanding share of DVM common stock will be converted into the right to receive a certain number of shares of Spinco Common Stock, such that, upon consummation of the Merger, on a fully-diluted basis, the stockholders of the Company will own approximately 63%, and the former stockholders of DVM will own approximately 37%, of the outstanding shares of Spinco Common Stock, subject to certain adjustments.

The consummation of the Merger is subject to certain customary conditions, including, among others: (i) approval of the Merger by the requisite vote of DVM's stockholders; (ii) the consummation of the transactions contemplated by and in accordance with the Distribution Agreement; (iii) the effectiveness of the registration statement to be filed with the U.S. Securities and Exchange Commission (the "SEC") and the approval for listing on the Nasdaq Global Select Market (or such other stock exchange as mutually agreed to by the parties) of the Spinco Common Stock to be distributed in the Distribution and issued in the Merger; (iv) the expiration or termination of the applicable waiting period under the Hart-Scott-Rodino Antitrust Improvements Act of 1976, as amended; (v) the Special Dividend and, if applicable, the Additional Special Dividend, having been paid to the Company and the repayment of certain outstanding intercompany debt owed by Spinco and its subsidiaries to the Company and its subsidiaries (the "Intercompany Debt Repayment"); (vi) the Company board of directors' receipt of a solvency and surplus opinion of a nationally recognized investment banking or appraisal firm; (vii) no "material adverse effect" having occurred with respect to DVM or Spinco, as defined in the Merger Agreement; (viii) subject to certain exceptions, the accuracy of representations and warranties; and (ix) receipt of customary tax opinions from counsel.

The Merger Agreement contains customary representations, warranties and covenants, including, among others, covenants providing that (i) the Company and Spinco will conduct the Spinco Business, and DVM will conduct its business, in the ordinary course, between the execution of the Merger Agreement and the consummation of the Merger, (ii) the parties will use their reasonable best efforts to obtain required regulatory approvals, (iii) the parties will not solicit any employee of the other party, subject to customary exceptions, for 18 months after the closing of the Merger and (iv) the Company will not, subject to certain customary exceptions, engage in a business that competes with certain aspects of the Spinco Business for a period of three years after the closing of the Merger. Each party is also subject to restrictions on its ability to solicit alternative acquisition proposals with respect to the Spinco Business and DVM's business, respectively.

The Merger Agreement contains certain termination rights for both the Company and DVM, including the right of either party to terminate the Merger Agreement if the Merger does not occur within 15 months after the date of the Agreement and the right of the Company to terminate the Merger Agreement if the required approvals from DVM stockholders are not obtained.

The foregoing description of the Merger Agreement, and the transactions contemplated thereby, does not purport to be complete and is subject to, and qualified in its entirety by reference to, the full text of the Merger Agreement, which is attached as Exhibit 2.2 hereto and is incorporated herein by reference.

The Merger Agreement and the above description thereof have been included to provide investors and stockholders with information regarding the terms of the agreement. They are not intended to provide any other factual information about the Company, Spinco or DVM or their respective subsidiaries or affiliates or stockholders. The representations, warranties and covenants contained in the Merger Agreement were made only for purposes of the Merger Agreement as of the specific dates therein, were solely for the benefit of the parties to the Merger Agreement (subject to certain exceptions), may be subject to limitations agreed upon by the contracting parties, including being qualified by confidential disclosures made for the purposes of allocating contractual risk among the parties to the Merger Agreement instead of establishing these matters as facts, and may be subject to standards of materiality applicable to the contracting parties that differ from those applicable to investors. Investors should not rely on the representations, warranties and covenants or any descriptions thereof as characterizations of the actual state of facts or condition of the parties thereto or any of their respective subsidiaries or affiliates. Moreover, information concerning the subject matter of representations and warranties may change after the date of

the Merger Agreement, which subsequent information may or may not be fully reflected in the Company's public disclosures. Accordingly, investors should read the representations and warranties in the Merger Agreement not in isolation but only in conjunction with the other information about the Company and its subsidiaries that it includes in reports, statements and other filings it makes with the SEC.

### **Employee Matters Agreement**

The Employee Matters Agreement governs the allocation of assets and liabilities with respect to certain employee compensation and benefit plans and programs, and responsibilities relating to other employment matters related to the Transactions.

The Employee Matters Agreement provides that Spinco and its subsidiaries generally will be responsible for liabilities associated with active employees who serve in a role that is primarily or exclusively dedicated to supporting the Spinco Business as well as former employees of Spinco and its subsidiaries ("Spinco Employees"), and the Company and its subsidiaries (other than Spinco and its subsidiaries) generally will retain liabilities incurred under any and all benefit plans sponsored, maintained or contributed by the Company or its subsidiaries immediately prior to the Distribution with respect to (i) active and former employees of the Company and its subsidiaries other than Spinco Employees, and (ii) a small number of employees of the Company who will be transferred to Spinco (but solely with respect to the time period prior to the Distribution).

Pursuant to the Employee Matters Agreement, Company equity awards granted to Spinco Employees pursuant to the Company's 2013 Stock Incentive Plan, as amended from time to time, that are scheduled to vest after the closing of the Merger will be assumed by Spinco and converted into awards relating to Spinco Common Stock, with any performance-based awards vesting with respect to the period prior to the closing of the Merger based on actual performance through the closing of the Merger, subject to time-vesting requirements.

The foregoing description of the Employee Matters Agreement, and the transactions contemplated thereby, does not purport to be complete and is subject to, and qualified in its entirety by reference to, the full text of the Employee Matters Agreement, which is attached as Exhibit 10.1 hereto and is incorporated herein by reference.

### **Debt Financing**

Pursuant to the Merger Agreement, Spinco will use its reasonable best efforts to arrange and consummate a debt financing in an aggregate principal amount of at least \$900,000,000 and no more than \$1,200,000,000 (provided that such amount may be increased by the amount of the Additional Special Dividend) to fund the Special Dividend and, if applicable, the Additional Special Dividend, to effectuate the Intercompany Debt Repayment and to consummate the transactions contemplated by the Merger Agreement (the "Spinco Financing"), on mutually acceptable terms. The Company and DVM will use their respective reasonable best efforts to assist Spinco in arranging such financing.

### **Put Rights Amendment**

In connection with the Transactions, the Company entered into an amendment to the Put Rights Agreement (the "Put Rights Amendment"), dated as of April 20, 2018, together with Darby Group Companies, Inc. ("Darby"), successor by merger to Burns Veterinary Supply, Inc., Butler Animal Health Holding Company, LLC ("BAHHC") and the other individuals who are signatories thereto (such other individuals, collectively with Darby, the "Darby Sellers"), which amended the Put Rights Agreement, dated December 31, 2009, as amended, by and among the Company, Darby and BAHHC. Pursuant to the Put Rights Amendment, the Darby Sellers have agreed to sell to the Company all of the BAHHC equity interests owned by Darby and the BAHHC equity interests owned indirectly by the other Darby Sellers for an aggregate purchase price of \$365,000,000. The Put Rights Amendment provides that the closing of the transactions contemplated by the Put Rights Amendment will occur no later than 90 days after the date that the Company entered into the Merger Agreement and the Distribution Agreement.

The foregoing description of the Put Rights Amendment, and the transactions contemplated thereby, does not purport to be complete and is subject to, and qualified in its entirety by reference to, the full text of the Put Rights Amendment, which is attached as Exhibit 10.2 hereto and is incorporated herein by reference.

## **Item 9.01 Financial Statements and Exhibits.**

(d) Exhibits.

<u>Exhibit Number</u>	<u>Description</u>
2.1	<a href="#"><u>Contribution and Distribution Agreement, dated as of April 20, 2018, by and among the Company, Spinco, DVM and the DVM Stockholder Representative.*</u></a>
2.2	<a href="#"><u>Agreement and Plan of Merger, dated as of April 20, 2018, by and among the Company, Spinco, Merger Sub, DVM and the DVM Stockholder Representative.*</u></a>
10.1	<a href="#"><u>Employee Matters Agreement, dated as of April 20, 2018, by and among the Company, Spinco and DVM.</u></a>
10.2	<a href="#"><u>Put Rights Amendment, dated as of April 20, 2018 by and among the Company, BAHHC and the Darby Sellers.</u></a>

\* Schedules and exhibits have been omitted pursuant to Item 601(b)(2) of Regulation S-K. The Company hereby agrees to furnish supplementally a copy of any of the omitted schedules and exhibits upon request by the U.S. Securities and Exchange Commission.

### **Forward-Looking Statements**

In accordance with the “Safe Harbor” provisions of the Private Securities Litigation Reform Act of 1995, the Company provides the following cautionary remarks regarding important factors that, among others, could cause future results to differ materially from the forward-looking statements, expectations and assumptions expressed or implied herein. These statements are identified by the use of such terms as “may,” “could,” “expect,” “intend,” “believe,” “plan,” “estimate,” “forecast,” “project,” “anticipate” or other comparable terms. Such forward-looking statements include, but are not limited to, statements about the benefits of the transaction, including future financial and operating results, plans, objectives, expectations and intentions. All statements that address operating performance, events or developments that we expect or anticipate will occur in the future — including statements relating to anticipated synergies and the expected timetable for completing the proposed transaction — are forward-looking statements. All forward-looking statements made by us are subject to risks and uncertainties and are not guarantees of future performance. Therefore, you should not rely on any of these forward-looking statements. These forward-looking statements involve known and unknown risks, uncertainties and other factors that may cause our actual results, performance and achievements or industry results to be materially different from any future results, performance or achievements expressed or implied by such forward-looking statements. For example, these forward-looking statements could be affected by factors including, without limitation, risks associated with the ability to consummate the transaction and the timing of the closing of the transaction; the ability to obtain requisite approvals; the ability to successfully integrate operations and employees; the ability to realize anticipated benefits and synergies of the transaction; the potential impact of the announcement of the transaction or consummation of the transaction on relationships, including with employees, customers and competitors; the ability to retain key personnel; the ability to achieve performance targets; changes in financial markets, interest rates and foreign currency exchange rates; and those additional risks and factors discussed in reports filed with the SEC by the Company from time to time, including those discussed under the heading “Risk Factors” in its most recently filed Annual Report on Form 10-K. The Company undertakes no duty and has no obligation to update any forward-looking statements contained herein.

### **Additional Information and Where to Find It**

In connection with the proposed transaction, Spinco plans to file relevant materials with the SEC, including a registration statement on Form S-1/S-4 containing a prospectus. **Investors and security holders are urged to carefully read the registration statement/prospectus (including any amendments or supplements thereto and any documents incorporated by reference therein) and any other relevant documents filed with the SEC when they become available, because they will contain important information about the parties and the proposed transaction.** The registration statement/prospectus and other relevant documents that are filed with the SEC can be obtained free of charge (when available) from the SEC's web site at [www.sec.gov](http://www.sec.gov). These documents can (when available) also be obtained free of charge from the Company upon written request to the Company at 135 Duryea Road, Melville, New York.

This communication shall not constitute an offer to sell or the solicitation of an offer to sell or the solicitation of an offer to buy any securities, nor shall there be any sale of securities in any jurisdiction in which such offer, solicitation or sale would be unlawful prior to registration or qualification under the securities laws of any such jurisdiction. No offer of securities shall be made except by means of a prospectus meeting the requirements of Section 10 of the Securities Act of 1933, as amended.

**SIGNATURES**

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

**HENRY SCHEIN, INC.**

Date: April 23, 2018

By: /s/ Walter Siegel

Name: Walter Siegel

Title: Senior Vice President and General Counsel

**CONTRIBUTION AND DISTRIBUTION AGREEMENT**

by and among

HENRY SCHEIN, INC.,

HS SPINCO, INC.,

and

DIRECT VET MARKETING, INC.

and

solely for purposes of Article V and Article X

SHAREHOLDER REPRESENTATIVE SERVICES LLC

DATED AS OF APRIL 20, 2018



## TABLE OF CONTENTS

	<b>Page</b>
<b>ARTICLE I DEFINITIONS</b>	<b>2</b>
Section 1.1    General	2
Section 1.2    Construction	17
Section 1.3    References to Time	18
<b>ARTICLE II THE HARBOR CONTRIBUTION</b>	<b>18</b>
Section 2.1    Contribution of Spinco Assets and Spinco Liabilities; Issuance of Spinco Common Stock	18
Section 2.2    Transfers Requiring Consent or Governmental Approval	19
Section 2.3    Misallocated Assets and Liabilities	21
Section 2.4    Conveyancing and Assumption Agreements	21
Section 2.5    Shared Contracts	22
Section 2.6    Bank Accounts	22
Section 2.7    Certain Resignations	23
Section 2.8    Special Dividend; Intercompany Debt Repayment	23
Section 2.9    Shared Locations	23
Section 2.10   Minority Interests	24
Section 2.11   Harbor-Spinco Indebtedness	24
Section 2.12   Exercise of Darby Put Rights	24
<b>ARTICLE III CONDITIONS</b>	<b>24</b>
Section 3.1    Conditions to the Distribution	24
Section 3.2    Waiver of Conditions	25
<b>ARTICLE IV THE DISTRIBUTION</b>	<b>25</b>
Section 4.1    Record Date and Distribution Date	25
Section 4.2    Authorization of Spinco Common Stock; Charter and By-laws	25
Section 4.3    The Agent	25
Section 4.4    Delivery of Shares to the Agent	25
Section 4.5    The Distribution	25
<b>ARTICLE V POST-CLOSING ADJUSTMENT</b>	<b>26</b>
Section 5.1    Post-Closing Adjustment	26
<b>ARTICLE VI INDEMNIFICATION</b>	<b>28</b>
Section 6.1    Survival; Exclusive Remedy	28
Section 6.2    Mutual Release of Pre-Distribution Claims	29
Section 6.3    Indemnification	29
Section 6.4    Procedures for Indemnification of Third-Party Claims	30
Section 6.5    Reductions for Insurance Proceeds	32
Section 6.6    Direct Claims	32

**TABLE OF CONTENTS**  
(continued)

	<b>Page</b>
Section 6.7 Joint Defense and Cooperation	32
<b>ARTICLE VII ADDITIONAL COVENANTS</b>	<b>33</b>
Section 7.1 Intercompany Agreements; Settlement of Intercompany Payables and Receivables	33
Section 7.2 Assignment of Employee Restrictive Covenant Agreements	33
Section 7.3 Guarantee Obligations and Liens	33
Section 7.4 Insurance	35
Section 7.5 Further Assurances	36
Section 7.6 Other Trademark Matters	37
Section 7.7 Other Intellectual Property Matters.	38
Section 7.8 Board Members and Committee Members	39
<b>ARTICLE VIII ACCESS TO INFORMATION</b>	<b>40</b>
Section 8.1 Provision of Information	40
Section 8.2 Privileged Information	41
Section 8.3 Production of Witnesses	42
Section 8.4 Retention of Information	42
Section 8.5 Confidentiality	43
Section 8.6 Cooperation with Respect to Government Reports and Filings	44
<b>ARTICLE IX NO REPRESENTATIONS OR WARRANTIES</b>	<b>45</b>
Section 9.1 NO REPRESENTATIONS OR WARRANTIES	45
<b>ARTICLE X MISCELLANEOUS</b>	<b>45</b>
Section 10.1 Expenses	45
Section 10.2 Notices	46
Section 10.3 Interpretation	47
Section 10.4 Headings	47
Section 10.5 Severability	47
Section 10.6 Assignment	48
Section 10.7 No Third Party Beneficiaries	48
Section 10.8 Entire Agreement	48
Section 10.9 Governing Law	48
Section 10.10 Counterparts	48
Section 10.11 Amendments; Waivers	48
Section 10.12 Termination	49
Section 10.13 WAIVER OF JURY TRIAL	49
Section 10.14 JURISDICTION; SERVICE OF PROCESS	49
Section 10.15 Specific Performance	50
Section 10.16 Damages Waiver	50
Section 10.17 Legal Representation	50

## CONTRIBUTION AND DISTRIBUTION AGREEMENT

This CONTRIBUTION AND DISTRIBUTION AGREEMENT (this "Agreement"), dated as of April 20, 2018, is entered into by and between Henry Schein, Inc., a Delaware corporation ("Harbor"), HS Spinco, Inc., a Delaware corporation and a wholly-owned direct Subsidiary of Harbor ("Spinco"), Direct Vet Marketing, Inc., a Delaware corporation ("Voyager"), and, solely for purposes of ARTICLE V and ARTICLE X, Shareholder Representative Services LLC, a Colorado limited liability company, solely in its capacity as the representative of the Voyager Stockholders (the "Voyager Stockholders' Representative") and, together with Harbor, Spinco and Voyager, the "Parties" and each, a "Party").

### RECITALS

WHEREAS, Spinco is a newly-formed, wholly-owned Subsidiary of Harbor;

WHEREAS, Harbor, Spinco, Voyager, and the other Persons party thereto are entering into an Agreement and Plan of Merger, of even date herewith (as such agreement may be amended from time to time, the "Merger Agreement"), pursuant to which at the Effective Time, a direct, wholly-owned Subsidiary of Spinco will merge with and into Voyager, with Voyager continuing as the surviving corporation (the "Merger");

WHEREAS, this Agreement and the other Transaction Agreements (as defined herein) set forth certain transactions that are conditions to consummation of the Merger;

WHEREAS, prior to the Distribution, upon and subject to the terms and conditions set forth in this Agreement, including the terms set forth in Section 2.2, Section 2.3 and Section 2.5, Harbor shall, or shall cause the applicable member of the Harbor Group or Spinco Group, to: (a) cause any Spinco Assets (other than the capital stock of, or other equity interests in, the Spinco Subsidiaries) held by a member of the Harbor Group to be transferred, assigned, delivered and conveyed to a member of the Spinco Group; (b) cause any Spinco Liabilities to which a member of the Harbor Group is subject to be accepted and assumed by a member of the Spinco Group; (c) cause any Excluded Assets held by a member of the Spinco Group to be assigned, transferred and conveyed to a member of the Harbor Group; (d) cause any Excluded Liabilities to which a member of the Spinco Group is subject to be assumed and accepted by a member of the Harbor Group; and (e) otherwise take such steps necessary or desirable to effectuate (i) the Harbor Contribution and (ii) the Distribution in accordance with the intended tax treatment (the foregoing clauses (a)-(d), as may be amended pursuant to Section 2.1(c), are collectively with the Harbor Contribution, referred to as the "Restructuring");

WHEREAS, concurrently with the execution of this Agreement, (a) Harbor is entering into an amendment to that certain Put Rights Agreement, dated as of December 31, 2009 (as previously amended, the "Darby Put Rights Agreement"), by and among Harbor, Darby Group Companies, Inc. ("Darby") and Butler Animal Health Holding Company, LLC ("BAHHC") whereby, among other things, Darby will sell to Harbor, and Harbor will purchase from Darby, all of the BAHHC equity interests owned by Darby and indirectly owned by certain other individuals (collectively, the "Darby BAHHC Equity Interests"), all in accordance with the provisions set forth in the Darby Put Rights Agreement, as amended, and (b) Harbor shall contribute, or cause to be contributed, the Darby BAHHC Equity Interests to Spinco prior to the Distribution;

WHEREAS, prior to the Distribution, Harbor shall also contribute all of the capital stock of, or equity or other ownership interest in, the Spinco Subsidiaries not held by another Spinco Subsidiary to Spinco (the "Harbor Contribution"), and in consideration for the Harbor Contribution and the

aforementioned contribution of Spinco Assets, Spinco will issue shares of Spinco Common Stock to Harbor;

WHEREAS, following the Harbor Contribution, (i) Spinco will pay the Special Dividend and the Additional Special Dividend (if any) to Harbor, and (ii) members of the Spinco Group will effect the Intercompany Debt Repayment to members of the Harbor Group;

WHEREAS, following the Harbor Contribution and the payment of the Special Dividend and the Additional Special Dividend (if any) and the effectuation of the Intercompany Debt Repayment, upon the terms and subject to the conditions set forth in this Agreement, Harbor will distribute (the "Distribution") all of the issued and outstanding shares of common stock, par value \$0.01 per share, of Spinco ("Spinco Common Stock") held by Harbor to the holders as of the Record Date (as defined herein) of the outstanding shares of common stock, par value \$0.01 per share, of Harbor ("Harbor Common Stock");

WHEREAS, immediately following the Distribution, the Merger will be consummated as contemplated by the Merger Agreement;

WHEREAS, the Parties to this Agreement intend that, for U.S. federal income tax purposes, the Transactions will be treated as contemplated by the Tax Matters Agreement and, accordingly, (i) the Spinco Contribution, together with the Distribution, will qualify as a tax-free reorganization under Section 368(a)(1)(D) of the Code; (ii) the Distribution will qualify as a distribution of Spinco Common Stock to Harbor Stockholders eligible for nonrecognition under Sections 355(a) and 361 of the Code; (iii) the Special Dividend and the Additional Special Dividend (if any) will qualify for nonrecognition under Section 361(b)(1)(A) of the Code, (iv) the Intercompany Debt Repayment will be a tax free repayment of debt owed by Spinco to Harbor or its Affiliates, (v) the Merger will qualify as a tax-free reorganization pursuant to Section 368(a)(2)(E) of the Code; and (vi) no gain or loss will be recognized as a result of such transactions for federal income tax purposes by any of Harbor, Spinco, Voyager, their respective Subsidiaries, the Voyager Stockholders (except as a result of cash received pursuant to Article III of the Merger Agreement or cash paid to holders of Dissenting Shares) or the Harbor Stockholders; and (vii) this Agreement and the Merger Agreement will together constitute a "plan of reorganization" within the meaning of Section 1.368-2(g) and 1.368-3(a) of the Treasury Regulations; and

WHEREAS, the Parties to this Agreement intend that, except as set forth in Section 2.7 hereof or the Employee Matters Agreement, throughout the Restructuring, the Harbor Contribution and the Distribution, the Spinco Group Employees shall maintain uninterrupted continuity of employment, compensation and benefits, and also for employees represented by any works council or similar labor organization, uninterrupted continuity of representation and coverage for purposes of any agreement with any such works council or similar labor organization representing such Spinco Group Employees, in each case as contemplated by and provided in the Employee Matters Agreement.

NOW, THEREFORE, in consideration of these premises, and of the representations, warranties, covenants and agreements set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

## ARTICLE I

### DEFINITIONS

Section 1.1 General . The definitions contained in the preamble and recitals set forth above are incorporated in and made part of this Agreement. As used in this Agreement, if not otherwise defined herein, the following terms shall have the following meanings:

“Additional Special Dividend” shall mean (i) if Transaction One and Transaction Two have both been consummated prior to the Effective Time, \$50,000,000 in cash, (ii) if only one (1) of such transactions has been consummated prior to the Effective Time, \$25,000,000 in cash or (iii) in all other cases, \$0.

“Adjustment Amount” shall mean an amount (which may be negative) equal to (a) the Spinco Working Capital Adjustment, plus (b) \$37,500,000 minus (c) the Spinco Net Debt Adjustment, in each case of clauses (a) and (c) as shown on the Spinco Final Closing Statement as finally determined pursuant to Section 5.1(c).

“Affiliate” means a Person that, directly or indirectly, through one or more intermediaries, controls or is controlled by, or is under common control with, a specified Person as of the date on which, or at any time during the period for which, the determination of affiliation is being made. The term “control” (including, with correlative meanings, the terms “controlled by” and “under common control with”), as applied to any Person, means the possession, direct or indirect, of the power to direct or cause the direction of the management and policies of such Person, whether through the ownership of voting securities or other ownership interest, by contract or otherwise; provided, however, that for purposes of this Agreement, from and after the Distribution Time, no member of either Group shall be deemed an Affiliate of any member of the other Group.

“Agent” means the distribution agent agreed upon by Harbor and Voyager, to be appointed by Harbor to distribute the shares of Spinco Common Stock pursuant to the Distribution.

“Agreement” has the meaning set forth in the Preamble.

“Applicable Accounting Principles” means the methodologies, practices, estimation techniques, classifications, judgments, assumptions and principles set forth on Section 1.1(a) of the Disclosure Letter.

“Asset” means any and all assets, properties and rights, wherever located, whether real, personal or mixed, tangible or intangible, current or long-term. Except as otherwise specifically set forth herein or in the Tax Matters Agreement, the rights and obligations of the Parties with respect to Taxes shall be governed by the Tax Matters Agreement and, therefore, the rights and obligations with respect to Taxes shall not be treated as Assets.

“BAHHC” has the meaning set forth in the recitals.

“Business Day” means a day, other than Saturday, Sunday or other day on which commercial banks in New York, New York are authorized or required by applicable Law to close.

“Calculation Time” means 11:59 p.m., New York time, on the Distribution Date.

“Cash and Cash Equivalents” has the meaning set forth in the Merger Agreement.

“Claims Made Policies” has the meaning set forth in Section 7.4(b).

“Cleary” has the meaning set forth in Section 10.17.

“Closing” has the meaning set forth in the Merger Agreement.

“Closing Date” has the meaning set forth in the Merger Agreement.

“Code” means the Internal Revenue Code of 1986, as amended from time to time.

“Confidential Information” means all confidential or proprietary information concerning a Party and/or its Subsidiaries which, prior to or following the Effective Time, has been disclosed by a Party or its Subsidiaries to the other Party or its Subsidiaries, in written, oral (including by recording), electronic or visual form, or otherwise has come into the possession of the other Party, including pursuant to the access provisions or any other provision of this Agreement or any other Transaction Agreement (except to the extent that (i) such information can be shown to be or have become generally available to the public other than as a result of an act or omission by the receiving Party or any of its Representatives, (ii) a receiving Party receives or has received such information on a non-confidential basis from a source other than the providing Party or any of its Representatives, provided that such source is not known to the receiving Party to be subject to a contractual, legal, fiduciary or other obligation of confidentiality with respect to such information, (iii) such information is already known by the receiving Party as evidenced by contemporaneous competent proof, or (iv) such information is independently developed by the receiving Party after the date hereof without reference to the Confidential Information of the disclosing Party or its Subsidiaries and without a breach of this Agreement).

“Confidentiality Agreement” means the Non-Disclosure Agreement by and between Harbor and Voyager, dated as of February 2, 2018.

“Consent” has the meaning set forth in the Merger Agreement.

“Contract” means any contract, agreement or binding arrangement or understanding, whether written or oral and whether express or implied, including all amendments, modifications and supplements thereto and waivers and consents thereunder.

“Copyright” has the meaning set forth in the Merger Agreement.

“Corporate Asset” has the meaning set forth in Section 1.1(b) of the Disclosure Letter.

“Cut-off Date” has the meaning set forth in Section 6.1.

“Darby” has the meaning set forth in the recitals.

“Darby BAHHC Equity Interests” has the meaning set forth in the recitals.

“Darby Put Rights Agreement” has the meaning set forth in the recitals.

“Dataroom” means the electronic data room established by Merrill DatasiteOne on behalf of Harbor located at <https://datasiteone.merrillcorp.com/global/> under code name “Project Voyager.”

“Delayed Transfer Assets” has the meaning set forth in Section 2.2(a).

“Delayed Transfer Liabilities” has the meaning set forth in Section 2.2(a).

“Disclosure Letter” means the schedule prepared and delivered by Harbor to Spinco and Voyager as of the date of this Agreement.

“Dispute Resolution Request” has the meaning set forth in Section 5.1(c).

“Dissenting Shares” has the meaning set forth in the Merger Agreement.

“Distribution” has the meaning set forth in the Recitals.

“Distribution Date” means the date that the Distribution shall become effective.

“Distribution Time” means the time established by Harbor as the effective time of the Distribution on the Distribution Date.

“Domain Name” has the meaning set forth in the Merger Agreement.

“Effective Time” has the meaning set forth in the Merger Agreement.

“Employee Matters Agreement” means the Employee Matters Agreement entered into among Harbor, Spinco and Voyager on the date hereof, as such agreement may be hereafter amended from time to time.

“Encumbrances” means all liens (statutory or otherwise), security interests, hypothecations, preferences, priorities, easements, pledges, bailments (in the nature of a pledge or for purposes of security), mortgages, deeds of trusts, covenants, grants of power to confess judgment, charges (including any conditional sale or other title retention agreement or lease in the nature thereof), options, encumbrances or other restrictions of any kind, including restrictions on the use, voting, transfer, receipt of income or other exercise of any attributes of ownership, and all other similar rights of third parties, of any kind or nature.

“Entity” shall mean any corporation, partnership, limited liability company, joint venture or other entity which may legally hold title to Assets.

“Excluded Assets” means, subject to Section 2.1(c), collectively, all of the right, title and interest of Harbor and its Subsidiaries in all Assets other than those described in the definition of Spinco Assets, it being acknowledged that Excluded Assets include, collectively:

- (i) all Retained Contracts;
- (ii) those rights in the Shared Contracts as are allocated to Harbor as contemplated by Section 2.5;
- (iii) Cash and Cash Equivalents (other than the amount of any Cash and Cash Equivalents included in the calculation of the Spinco Net Debt Adjustment, as finally determined pursuant to Section 5.1(c));
- (iv) the capital stock of, or equity or other ownership interest in, each Harbor Subsidiary;
- (v) all defenses and counterclaims relating to any Excluded Liability;
- (vi) all claims, causes of action and rights of any kind (or any share thereof) to the extent related to or arising from any other Excluded Asset or Excluded Liability;
- (vii) without limiting the rights of Spinco pursuant to Section 7.4, all Policies with respect to which a member of the Spinco Group is not the Policy holder;
- (viii) all rights of any member of the Harbor Group under the Transaction Agreements (including the Tax Matters Agreement and the Employee Matters Agreement);

- (ix) any ownership interests in Shared Locations;
- (x) all intercompany receivables owed by a member of the Spinco Group, on the one hand, to a member of the Harbor Group, on the other hand;
- (xi) all other Assets of any member of the Harbor Group to the extent specifically assigned to or agreed to be retained by any member of the Harbor Group pursuant to this Agreement or any other Transaction Agreement (including the Tax Matters Agreement and the Employee Matters Agreement);
- (xii) any Assets set forth on Section 1.1(b) of the Disclosure Letter;
- (xiii) Harbor's interest as tenant (including its right to any security deposit delivered by Harbor) under each Lease relating to each Transferred Leased Real Property subleased from Harbor to Spinco (until such time as such sublease is terminated and such Lease is assigned from Harbor to Spinco pursuant to Section 2.2(d), at which time Harbor's interest as tenant (including its right to any security deposit delivered by Harbor, provided that Spinco reimburses Harbor the amount of such security deposit in connection with the Lease assignment) shall be a Spinco Asset);
- (xiv) any Assets, properties and rights used for the purpose of providing overhead and shared services and, other than as contemplated in the Transition Services Agreement, any rights of the Spinco Business to receive from Harbor or any of its Affiliates any overhead and shared services;
- (xv) any Excluded Intellectual Property; and
- (xvi) the goodwill associated with or symbolized by the Trademarks included in the Excluded Intellectual Property.

"Excluded Intellectual Property" shall mean all Intellectual Property other than the Transferred Intellectual Property Assets.

"Excluded Liabilities" means, subject to Section 2.1(c), collectively:

- (i) all Liabilities of Harbor or any of its Subsidiaries (including any Liabilities of Spinco and the Spinco Subsidiaries) not expressly constituting Spinco Liabilities, including those relating to or arising from the Harbor Business and the Liabilities of or allocated to Harbor or any of the Harbor Subsidiaries under the Transaction Agreements;
- (ii) all Liabilities relating to or arising from the Shared Contracts except to the extent assumed by Spinco pursuant to Section 2.5;
- (iii) all Liabilities relating to or arising from Retained Contracts;
- (iv) all Liabilities relating to or arising from any Spinco Guarantee;
- (v) all Liabilities relating to or arising from any Excluded Asset, other than (in each case solely to the extent relating to or arising directly from the Spinco Business) Liabilities relating to Shared Locations for which a member of the Spinco Group has agreed to be responsible pursuant to the Transition Services Agreement or an applicable Lease, Delayed Transfer



Assets or the provision by the Harbor Group of the benefit of any other Excluded Assets which the Parties have agreed will be provided to Spinco after the Closing Date pursuant to an applicable agreement between the Parties;

- (vi) Encumbrances relating to or arising from any Excluded Liability; and
- (vii) indebtedness for borrowed money other than, for the avoidance of doubt, Indebtedness reflected in the Spinco Closing Date Net Debt as finally determined pursuant hereto and the Liabilities set forth in clause (iv) of the definition of Spinco Liabilities.

“Existing Products” has the meaning set forth in Section 7.6(b).

“Financial Instruments” means credit facilities, guarantees, commercial paper, interest rate swap agreements, foreign currency forward exchange contracts, letters of credit, surety bonds and similar instruments.

“GAAP” means United States generally accepted accounting principles.

“Governmental Authority” means any foreign, federal, state or local court, administrative agency, official board, bureau, governmental or quasi-governmental entities having competent jurisdiction over Harbor, Spinco or Voyager, any of their respective Subsidiaries and any other tribunal or commission or other governmental department, authority or instrumentality or any subdivision, agency, mediator, commission or authority of competent jurisdiction.

“Group” means the Harbor Group or the Spinco Group, as the case may be.

“Harbor” has the meaning set forth in the Preamble.

“Harbor Contribution” has the meaning set forth in the Recitals.

“Harbor Accounts” has the meaning set forth in Section 2.6(a).

“Harbor Benefit Plans” has the meaning set forth in the Employee Matters Agreement.

“Harbor Business” means all of the businesses and operations conducted by Harbor and its Subsidiaries, other than the Spinco Business, at any time, whether prior to, on or after the Distribution Date.

“Harbor Common Stock” has the meaning set forth in the Recitals.

“Harbor Group” means Harbor and the Harbor Subsidiaries.

“Harbor Guarantees” has the meaning set forth in Section 7.3(a).

“Harbor Indemnitees” mean Harbor, each member of the Harbor Group, in each case, from and after the Effective Time, and each of their respective present, former and future Representatives and each of the heirs, executors, successors and assigns of any of the foregoing.

“Harbor Marks” shall mean any Trademark or Domain Name owned by Harbor or any of its Affiliates (other than the Spinco Group) immediately prior to the Closing Date and used or held for use in connection with the Spinco Business that includes the “S” logo (including any variations thereof), the

names “HENRY SCHEIN,” “SCHEIN,” and/or “HS” (including any variations or translations thereof) or any Trademark or Domain Name that contains or is confusingly similar to, such logo or names.

“Harbor Pre-Closing Taxes” shall mean the Taxes with respect to which a \$10,000,000 indemnification limit applies under Section 3.01 of the Tax Matters Agreement.

“Harbor Share Number” has the meaning set forth in Section 4.5(a).

“Harbor/Spinco Disclosure Schedules” has the meaning set forth in the Merger Agreement.

“Harbor Stockholders” has the meaning set forth in the Merger Agreement.

“Harbor Subsidiaries” means all direct and indirect Subsidiaries of Harbor other than Spinco and the Spinco Subsidiaries.

“Income Tax” has the meaning set forth in the Tax Matters Agreement.

“Indebtedness” has the meaning set forth in the Merger Agreement.

“Indemnifiable Losses” means all Losses, judgments or settlements of any nature or kind, including all costs and expenses (legal, accounting or otherwise) that are reasonably incurred relating thereto, suffered by an Indemnitee, including any costs or expenses of enforcing any indemnity hereunder, any costs of collection and all Taxes resulting from indemnification payments hereunder.

“Indemnifying Party” means, with respect to a matter, a Person that is obligated under this Agreement to provide indemnification with respect to such matter.

“Indemnitee” means, with respect to a matter, a Person that may seek indemnification under this Agreement with respect to such matter.

“Information” means all lists of customers, records pertaining to customers and accounts, copies of Contracts, personnel records, lists and records pertaining to customers, suppliers and agents, and all accounting and other books, records, ledgers, files and business records, data and other information of every kind (whether in paper, electronic, microfilm, computer tape or disc, magnetic tape or any other form).

“Intellectual Property” has the meaning set forth in the Merger Agreement.

“Intercompany Agreement” has the meaning set forth in Section 7.1.

“Intercompany Debt Repayment” has the meaning set forth in the Merger Agreement.

“JV Minority Shareholders” means each Person that owns equity interests in any of the Spinco Subsidiaries other than Harbor or any member of the Harbor Group.

“JV Minority Spinco Share Number” has the meaning set forth in Section 2.10.

“Law” means any federal, state, local or foreign law (including common law), statute, code, ordinance, rule, regulation, judgment, Order, injunction, decree, arbitration award, agency requirement, license, treaty or permit of any Governmental Authority.

“Lease” means any lease, sublease or other agreement governing any leasehold or subleasehold estates and other similar rights of a Person to use or occupy any land, buildings or structures.

“Liability” or “Liabilities” means all debts, liabilities, obligations, Losses, interest and penalties of any kind or nature whatsoever, whether asserted or unasserted, absolute or contingent, matured or unmatured, liquidated or unliquidated, accrued or unaccrued, known or unknown, whenever arising.

“Litigation Matters” means all demands, actions, claims, charges, grievances, complaints, arbitrations, mediations, proceedings, inquiries, reviews, audits, hearings, pending or threatened litigation, investigations, suits, countersuits or other legal matters of any nature, whether civil, criminal, administrative, investigative, regulatory or informal, commenced, brought or heard by or before any Governmental Authority, private arbitration organization or pursuant to a collective bargaining agreement, in the case of each of the foregoing, that have been or may be asserted against, or otherwise adversely affect, Harbor or Spinco (or members of either Group).

“Losses” means any and all damages, judgments, awards, liabilities, losses, obligations, claims of any kind or nature, fines and costs and expenses (including interest, penalties, reasonable fees and expenses of attorneys, auditors, consultants and other agents and all amounts paid in investigation, defense or settlement of any of the foregoing and the enforcement of any rights hereunder).

“Merger” has the meaning set forth in the Recitals.

“Merger Agreement” has the meaning set forth in the Recitals.

“Non-Income Tax” has the meaning set forth in the Tax Matters Agreement.

“Occurrence Basis Policies” has the meaning set forth in Section 7.4(b).

“Order” has the meaning set forth in the Merger Agreement.

“Parties” has the meaning set forth in the Preamble.

“Person” or “person” means a natural person, corporation, company, joint venture, individual business trust, trust association, partnership, limited partnership, limited liability company or other entity, including a Governmental Authority.

“Personal Information” has the meaning set forth in the Merger Agreement.

“Policies” means all insurance policies, insurance Contracts and claim administration Contracts of any kind of Harbor and its Subsidiaries (including members of the Spinco Group) and their predecessors which were or are in effect at any time at or prior to the Distribution Date.

“Privacy and Information Security Requirements” has the meaning set forth in the Merger Agreement.

“Privileged Information” means with respect to either Group, Information regarding a member of such Group or any of its operations, Assets or Liabilities (whether in documents or stored in any other form (electronic or tangible) or known to its Representatives) that is or may be protected from disclosure pursuant to the attorney-client privilege, the work product doctrine or another applicable privilege, that a member of the other Group may come into possession of or obtain access to pursuant to this Agreement, any other Transaction Agreement or otherwise.

“Proskauer” has the meaning set forth in Section 10.17.

“Record Date” means the close of business on the date to be determined by the Board of Directors of Harbor as the record date for determining stockholders of Harbor entitled to participate in the Distribution, which date shall be the Business Day preceding the Distribution Date.

“Registration Statement” has the meaning set forth in the Merger Agreement.

“Related Parties” means, with respect to any Person, such Person’s present, former and future Representatives and each of their respective heirs, executors, successors and assigns.

“Representative” means, with respect to any Person, any of such Person’s directors, managers or persons acting in a similar capacity with such Person’s approval on its behalf, officers, employees, agents, consultants, financial and other advisors, accountants, attorneys and other representatives.

“Restricted Cash” means cash in escrow accounts or which is otherwise subject to any other restriction, whether contractual, statutory or pursuant to applicable Law, on the ability of such Person to freely transfer or use such cash for any lawful purpose.

“Restrictive Covenant Agreement” has the meaning set forth in Section 7.2.

“Restructuring” has the meaning set forth in the Recitals.

“Retained Contract” means those Contracts listed in Section 1.1(c) of the Disclosure Letter.

“Separation” has the meaning set forth in the Merger Agreement.

“Shared Contracts” means Contracts to which Harbor or any of its Affiliates is a party pursuant to which the counterparty currently provides products or services to, or licenses Intellectual Property for use in, both the Spinco Business and the Harbor Business, but excluding Retained Contracts and Contracts under which products or services are provided to, or Intellectual Property is licensed for use in, the Spinco Business in connection with overhead or shared services and charged directly or indirectly to the Spinco Business as corporate overhead.

“Shared Locations” means real property set forth on Section 2.9 of the Disclosure Letter.

“Shared Location Leases” has the meaning set forth in Section 2.9.

“Special Dividend” means an amount to be determined by Harbor in its reasonable discretion; provided, that the sum of the Special Dividend and the amount of the Intercompany Debt Repayment shall be (A) no less than the difference between (i) the amount of the Spinco Financing and (ii) the amount of the Additional Special Dividend (if any) and (B) no greater than \$1,200,000,000; provided, further, that, as used within the definition of “Special Dividend,” the Spinco Financing shall also comprise any notes or debt securities issued by Spinco pursuant to Section 2.8.

“Spinco” has the meaning set forth in the Preamble.

“Spinco 2017 Balance Sheet” is the unaudited, combined balance sheet of the Spinco Business as of December 31, 2017 included in the Spinco Annual Financial Statements for the fiscal year ended December 31, 2017.

“Spinco Accounts” has the meaning set forth in Section 2.6.

“Spinco Annual Financial Statements” has the meaning set forth in the Merger Agreement.

“Spinco Assets” mean, subject to Section 2.1(c), collectively, all of the right, title and interest of Harbor and its Affiliates as of immediately prior to the Distribution in (A) all Transferred Intellectual Property Assets and all Transferred IP Licenses (which, for the avoidance of doubt, shall be in addition to the licenses and other Assets listed in clause (viii) of this definition), (B) all other Assets (other than Intellectual Property) that are primarily used or held for use in, or that primarily arise from, the operation or conduct of the Spinco Business or that are produced by the Spinco Business for use in or sale by the Spinco Business, and (C) all other Assets that are listed in Section 1.1(d) of the Disclosure Letter, including all right, title and interest of Harbor and its Affiliates in and to:

- (i) each of the Assets, properties, goodwill and rights (in each case, other than Intellectual Property) of any member of the Harbor Group or the Spinco Group to the extent held at the Distribution Time (x) reflected in the Spinco 2017 Balance Sheet, plus (y) those Assets acquired by any member of the Harbor Group or the Spinco Group after the date of the Spinco 2017 Balance Sheet that, in the case of this clause (y), are primarily used or held for use in, or that primarily arise from, the operation or conduct of the Spinco Business;
- (ii) the amount of any Cash and Cash Equivalents included in the calculation of the Spinco Net Debt Adjustment, as finally determined pursuant to Section 5.1(c);
- (iii) all Spinco Current Assets;
- (iv) all Transferred Owned Real Property and all Transferred Leased Real Property (“Transferred Real Property”);
- (v) all products, supplies, parts and other inventories owned by any member of the Harbor Group or the Spinco Group (including any rights of any member of the Harbor Group of rescission, replevin and reclamation relating thereto) (“Inventory”) that immediately prior to the Harbor Contribution are located on the Transferred Real Property, in each case, that are primarily used or held for use in, or that primarily arise from, the operation or conduct of the Spinco Business or produced by the Spinco Business for use in or sale by the Spinco Business, but in each case of the foregoing, excluding any Intellectual Property related thereto;
- (vi) all personal property and interests therein owned by any member of the Harbor Group or the Spinco Group (including all leasehold improvements, trade fixtures, computers and related software, machinery, equipment, furniture, furnishings, tools, office supplies, production supplies and other supplies, spare parts, other miscellaneous supplies and other tangible property of any kind and vehicles owned by any member of the Harbor Group or the Spinco Group) located immediately prior to the Harbor Contribution on any Transferred Real Property that is primarily used or held for use in, or primarily arises from, the operation or conduct of the Spinco Business, but in each case of the foregoing, excluding any Intellectual Property related thereto;
- (vii) Contracts (other than Shared Contracts and any other licenses to Intellectual Property that are not Transferred IP Licenses) that are used primarily in or related primarily to or arise primarily from the Spinco Business;
- (viii) those rights in the Shared Contracts as are allocated to Spinco as contemplated by Section 2.5;

- (ix) licenses, permits, registrations, authorizations and certificates or other rights issued or granted by any Governmental Authority (including the rights of Harbor and its Affiliates to all data and records held by such Governmental Authority in connection therewith) and all pending applications therefor that are, in each case, used primarily in, or held primarily for the benefit of or arising primarily from the Spinco Business;
- (x) trade accounts and notes receivable and other amounts receivable to the extent arising from the sale or other disposition of goods, or the performance of services, by the Spinco Business, including, for the avoidance of doubt from any member of the Harbor Group;
- (xi) the capital stock of, or equity or other ownership interest in, each Spinco Subsidiary;
- (xii) all other Assets of Spinco and the Spinco Subsidiaries to the extent specifically assigned to any member of the Spinco Group pursuant to any other Transaction Agreement;
- (xiii) all claims, causes of action, rights, refunds, credits, choices in action, rights of recovery and rights of set-off of any kind (or any share thereof) to the extent related to or arising from any other Spinco Asset or Spinco Liability;
- (xiv) subject to Section 8.1 hereof and/or Section 2.2 of the Employee Matters Agreement, as applicable, all books, records and other documents (including all books of account, ledgers, general, financial, accounting and personnel records, files, invoices, customers' and suppliers' lists, other distribution lists, operating, production and other manuals, manufacturing and quality control records and procedures, billing records, sales and promotional literature) (in all cases, in any form or medium) owned by any member of the Harbor Group or the Spinco Group that, with respect to all or any portion thereof, are used or held for use primarily in, or that relate primarily to or arise primarily out of, the conduct or operation of the Spinco Business, but in each case of the foregoing, excluding any Intellectual Property related thereto;
- (xv) all rights of Spinco or any other member of the Spinco Group under this Agreement or any other Transaction Agreement (including the Tax Matters Agreement and the Employee Matters Agreement);
- (xvi) all rights and interests in and to bank accounts used or held for use exclusively in the Spinco Business, exclusive of any Cash and Cash Equivalents that is not covered by clause (ii) above;
- (xvii) Policies in the name of a Spinco Group member and used or held for use primarily in the conduct or operation of the Spinco Business;
- (xviii) all intercompany receivables owed by a member of the Harbor Group, on the one hand, to a member of the Spinco Group, on the other hand; and
- (xix) all other properties, Assets and rights (in each case, excluding Intellectual Property) owned by any member of the Harbor Group or the Spinco Group or that any member of the Harbor Group or the Spinco Group has an interest in, in each case, that immediately prior to the Harbor Contribution are used or held for use primarily in, or that arise primarily out of or that relate primarily to, the conduct or operation of the Spinco Business and that are not otherwise Excluded Assets.

“Spinco Benefit Plan” has the meaning set forth in the Employee Matters Agreement.

“Spinco Business” has the meaning set forth in the Merger Agreement.

“Spinco Closing Date Net Debt” means an amount (which may be negative), in each case, determined as of the Calculation Time and without giving effect to the consummation of the Transactions, equal to (i) the Indebtedness of the Spinco Group, less (ii) an amount equal to the Cash and Cash Equivalents of the Spinco Group; provided, that, as used within the definition of “Spinco Closing Date Net Debt,” (x) Indebtedness shall (1) include all Indebtedness represented by the Spinco Financing and (2) exclude all Indebtedness owed from a member of the Spinco Group to a member of the Harbor Group (any such Indebtedness, “Harbor-Spinco Indebtedness”), to the extent such Harbor-Spinco Indebtedness has been repaid or equitized or the receivable in respect thereof has been transferred to a member of the Spinco Group, in each case prior to the Distribution, and (y) Cash and Cash Equivalents shall exclude all cash used to pay the Special Dividend, the Additional Special Dividend (if applicable) and the Intercompany Debt Repayment.

“Spinco Closing Date Working Capital” means Spinco Working Capital as of the Calculation Time.

“Spinco Common Stock” has the meaning set forth in the Recitals.

“Spinco Contribution” has the meaning set forth in the Tax Matters Agreement.

“Spinco Current Assets” means, without duplication, all current Assets (excluding Excluded Assets, Cash and Cash Equivalents, Income Tax Assets and deferred Tax Assets, but including current Non-Income Tax Assets) that are primarily used or held for use in, or that primarily arise from or primarily relate to, the conduct of the Spinco Business, determined as of the Calculation Time in accordance with the Applicable Accounting Principles.

“Spinco Current Liabilities” means, without duplication, all current Liabilities (excluding Excluded Liabilities, Income Tax Liabilities and deferred Tax Liabilities, but including current Non-Income Tax Liabilities), deferred rent and any Indebtedness to the extent exclusively relating to or exclusively arising from the conduct of the Spinco Business, determined as of the Calculation Time in accordance with the Applicable Accounting Principles. For the avoidance of doubt, any Indebtedness taken into account for purposes of the calculation of the Spinco Closing Date Net Debt will not be deemed a Spinco Current Liability.

“Spinco Final Closing Statement” has the meaning set forth in Section 5.1(c).

“Spinco Financing” has the meaning set forth in the Merger Agreement.

“Spinco Former Employees” has the meaning set forth in the Employee Matters Agreement.

“Spinco Group” means Spinco and the Spinco Subsidiaries immediately prior to the Effective Time, after giving effect to the Restructuring and the Harbor Contribution.

“Spinco Group Employees” has the meaning set forth in the Employee Matters Agreement.

“Spinco Guarantees” has the meaning set forth in Section 7.3(b).

“Spinco Indemnities” means any member of the Spinco Group, in each case, from and after the Effective Time, and each of their respective present, former and future Representatives and each of the respective heirs, executors, successors and assigns of any of the foregoing.

“Spinco Intellectual Property” has the meaning set forth in the Merger Agreement.

“Spinco Liabilities” means, subject to Section 2.1(c), collectively:

- (i) all Liabilities to the extent relating to or arising from the Spinco Business or the operation thereof, as conducted at any time before, at or after the Distribution Time (to the extent not satisfied in the operation of the Spinco Business in the ordinary course prior to the Distribution Date) and the Liabilities of or allocated to Spinco or any member of the Spinco Group under the Transaction Agreements;
- (ii) all Spinco Current Liabilities;
- (iii) all Liabilities to the extent relating to the operation of any business conducted by a member of the Spinco Group at any time after the Distribution Time;
- (iv) all Liabilities, other than Spinco Current Liabilities, reflected as liabilities or obligations in the Spinco 2017 Balance Sheet or the accounting records supporting such balance sheet (including, for the avoidance of doubt, all deferred revenue reflected therein), to the extent outstanding at the Distribution Time, and all Liabilities, other than Spinco Current Liabilities, arising or assumed after the date of the Spinco 2017 Balance Sheet which, had they arisen or been assumed on or before such date and been retained as of such date, would have been reflected on the Spinco 2017 Balance Sheet or the accounting records supporting such balance sheet if prepared on a consistent basis, subject to any discharge of such Liabilities subsequent to the date of the Spinco 2017 Balance Sheet;
- (v) all Liabilities arising out of or resulting from (A) the Spinco Financing and (B) any other Indebtedness of the Spinco Group;
- (vi) all Liabilities to the extent relating to or arising from any Spinco Assets (that are not Excluded Liabilities);
- (vii) those Liabilities under Contracts that are Spinco Assets and Shared Contracts to the extent allocated to Spinco pursuant to Section 2.5;
- (viii) all intercompany payables owed by a member of the Spinco Group, on the one hand, to a member of the Harbor Group, on the other hand, that: (A) are in respect of goods or services sold by a member of the Harbor Group to a member of the Spinco Group; and (B) are effective or outstanding as of the Distribution Time, after giving effect to any settlement and payment prior to or as of the Distribution Time;
- (ix) all Liabilities to the extent relating to or arising from any Harbor Guarantee;
- (x) all Liabilities, except as otherwise provided for in the Employee Matters Agreement, related to employment, labor, compensation, pension, employee, welfare and employee benefits related liabilities, obligations, commitments, claims, losses and other liabilities, with respect to each Spinco Group Employee and Spinco Former Employee arising at, prior to, or following the Closing (other than payments to, or relating to, the Spinco Group Employees



and Spinco Former Employees payable under any applicable Harbor Benefit Plans for the time period prior to the Closing);

- (xi) all Liabilities, except as provided for in the Employee Matters Agreement, with respect to each Spinco Benefit Plan arising at, prior to, or following the Closing, in each case incurred the ordinary course of business consistent with was practice and not from or with respect to any breach or violation by Harbor or its Subsidiaries of any obligation thereunder; and
- (xii) all Liabilities set forth on Section 1.1(e) of the Disclosure Letter and all other Liabilities that are expressly provided by this Agreement or any other Transaction Agreement as Liabilities to be assumed by Spinco or any other member of the Spinco Group, and all agreements, obligations and Liabilities of Spinco or any other member of the Spinco Group under this Agreement or any of the other Transaction Agreements; provided that Spinco Liabilities shall not include any Liabilities that are not specifically included in clauses (i) – (xii) of this definition or that are specifically included in clauses (i) – (vii) of the definition of Excluded Liabilities.

“Spinco Minority Interest Shares” means the equity or other ownership interests owned as of the date hereof or acquired after the date hereof by the JV Minority Shareholders in the Spinco Subsidiaries.

“Spinco Net Debt Adjustment” means an amount (which may be negative) equal to Spinco Closing Date Net Debt minus Spinco Target Net Debt.

“Spinco Preliminary Closing Statement” has the meaning set forth in Section 5.1(a).

“Spinco Subsidiaries” means the Subsidiaries of Harbor that will be contributed, directly or indirectly, to Spinco in connection with the Restructuring and the Harbor Contribution.

“Spinco Target Net Debt” means the sum of (i) the Special Dividend, (ii) the Additional Special Dividend and (iii) the amount of the Intercompany Debt Repayment.

“Spin-Off Tax Opinion” has the meaning set forth in the Merger Agreement.

“Spinco Target Working Capital” means \$598,000,000.

“Spinco Working Capital” means the difference (which amount may be positive or negative) between the amount of the Spinco Current Assets and the amount of the Spinco Current Liabilities, in each case calculated in accordance with the Applicable Accounting Principles. Set forth on Section 1.1(f) of the Disclosure Letter is an illustrative example of the calculation of Spinco Working Capital.

“Spinco Working Capital Adjustment” means an amount (which may be a positive or negative number) equal to the Spinco Closing Date Working Capital minus the Spinco Target Working Capital; provided, that any such adjustment shall be made if and only to the extent that Spinco Working Capital is greater or less than the Spinco Target Working Capital by more than \$30,000,000.

“Subsidiary” means, with respect to any Person (but subject to the proviso in the definition of Affiliate), a corporation, partnership, association, limited liability company, trust or other form of legal entity in which such Person, a Subsidiary of such Person or such Person and one or more Subsidiaries of such Person, directly or indirectly, has either (i) a majority ownership in (A) the equity or (B) the interest in the capital or profits thereof, (ii) the power to elect, or to direct the election of, a majority of the board

of directors or other analogous governing body of such entity, or (iii) the title or function of general partner or manager, or the right to designate the Person having such title or function.

“Tax” or “Taxes” has the meaning set forth in the Tax Matters Agreement.

“Tax-Free Status” has the meaning set forth in the Tax Matters Agreement.

“Tax Free Transaction Failure” has the meaning set forth in the Tax Matters Agreement.

“Tax Matters Agreement” has the meaning set forth in the Merger Agreement.

“Third-Party Claim” means any Litigation Matter by or before any Governmental Authority asserted by a Person who or which is neither a Party nor a controlled or jointly controlled Affiliate of a Party.

“Third-Party Landlord” means the applicable third-party landlord under each of the Leases.

“Trademarks” has the meaning set forth in the Merger Agreement.

“Trade Secrets” has the meaning set forth in the Merger Agreement.

“Transactions” has the meaning set forth in the Merger Agreement.

“Transaction Agreements” means this Agreement, the Merger Agreement, the Employee Matters Agreement, the Transition Services Agreement, the Tax Matters Agreement and all other documents required to be delivered by any party on the Closing Date pursuant to this Agreement and/or the Merger Agreement or otherwise delivered by any party on or about the Closing Date to effectuate the Transactions (including any bills of sale, assignments and assumptions, certificates of title and all other instruments of sale, transfer, assignment, conveyance and delivery that are delivered in connection with the consummation of the Transactions).

“Transferred Intellectual Property” means collectively, all (i) Intellectual Property (excluding Trademarks and Domain Names owned by Harbor or its Subsidiaries (excluding any member of the Spinco Group)) that is (A) primarily used or primarily held for use in the conduct of the Spinco Business, and (B) owned by Harbor or its Subsidiaries (excluding any member of the Spinco Group) and (ii) the Transferred Trademarks; but in the case of each of (i) and (ii), excluding, for the avoidance of doubt, any Harbor Marks and the Intellectual Property used to provide overhead and shared services.

“Transferred Intellectual Property Assets” means all Transferred Intellectual Property, together with all income, royalties, damages and payments relating thereto due or payable as of the Closing Date or thereafter (including damages and payments for past, present or future infringements or misappropriations thereof), the right to sue and recover for past infringements or misappropriations thereof, and any and all corresponding rights, claims and remedies that, now or hereafter, may be secured throughout the world.

“Transferred IP Licenses” means any Contract pursuant to which Harbor or any of its Subsidiaries (excluding any member of the Spinco Group) receives from a third party a license to Intellectual Property that is exclusively used or exclusively held for use in the conduct of the Spinco Business.

“Transferred Leased Real Property” means all leasehold or subleasehold estates and other similar rights of Harbor or its Affiliates to use or occupy any land, buildings or structures that are used primarily in the conduct of the Spinco Business, including the properties listed on Section 1.1(g) of the Disclosure Letter.

“Transaction One” has the meaning set forth in the Harbor/Spinco Disclosure Schedules.

“Transaction Two” has the meaning set forth in the Harbor/Spinco Disclosure Schedules.

“Transferred Owned Real Property” means all land that is owned by Harbor or its Affiliates and used primarily in the conduct of the Spinco Business and listed on Section 1.1(h) of the Disclosure Letter, together with all buildings, structures, improvements and fixtures located thereon, subject to all easements and other rights and interests appurtenant thereto, including existing third party rights and interests.

“Transferred Trademarks” means all Trademarks and Domain Names (i) exclusively used or exclusively held for use in the Spinco Business and (ii) owned by Harbor or its Subsidiaries (excluding any member of the Spinco Group), including the Trademarks and Domain Names set forth on Section 1.1(i) of the Disclosure Letter, but excluding, for the avoidance of doubt, any Harbor Marks.

“Transition Services Agreement” has the meaning set forth in the Merger Agreement.

“Treasury Regulations” has the meaning set forth in the Tax Matters Agreement.

“Voyager” has the meaning set forth in the Recitals.

“Voyager Stockholders’ Representative” has the meaning set forth in the Merger Agreement.

Section 1.2 Construction. When a reference is made in this Agreement to an Article, Section, or Schedule, such reference shall be to an Article, Section or Schedule of this Agreement unless otherwise indicated. The table of contents to this Agreement, and the Article and Section headings contained in this Agreement, are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement. Whenever the words “include,” “includes” or “including” are used in this Agreement, they shall be deemed to be followed by the words “without limitation.” The words “hereof,” “herein” and “hereunder” and words of similar import when used in this Agreement shall refer to this Agreement as a whole and not to any particular provision of this Agreement. The definitions contained in this Agreement are applicable to the singular as well as the plural forms of such terms and to the masculine as well as to the feminine and neuter genders of such terms and any reference to the masculine, feminine or neuter gender shall be deemed to include any gender or all three as appropriate. Unless otherwise specified, any agreement, instrument or statute defined or referred to herein or in any agreement or instrument that is referred to herein means such agreement, instrument or statute as from time to time amended, modified or supplemented, including (in the case of agreements or instruments) by waiver or consent and (in the case of statutes) by succession of comparable successor statutes, and including all attachments thereto and instruments incorporated therein. References to a person are also to its permitted successors and assigns. Unless expressly stated to the contrary in this Agreement or in any other Transaction Agreement, all references to “the date hereof,” “the date of this Agreement,” “hereby” and “hereupon” and words of similar import shall all be references to April 20, 2018 (or the date of which the relevant Transaction Agreement is first entered into, as the case may be) regardless of any amendment or restatement hereof (or thereof). The use of the phrase “ordinary course of business” or other derivations thereof shall mean “ordinary course of business consistent with past practice.” Unless the context otherwise requires, “or,” “neither,” “nor,” “any,” “either,” and “or” shall not be exclusive. Wherever and whenever in this Agreement there is a consent right of a Party or a reference to the “satisfaction” or “sole discretion” of a

Party, such Party shall be entitled to consider solely its own interests (and not the interests of any other Person) or, at its sole election, any such other interests and factors as such Party desires.

Section 1.3 References to Time. All references in this Agreement to times of the day shall be to New York City time.

## ARTICLE II

### THE HARBOR CONTRIBUTION

Section 2.1 Contribution of Spinco Assets and Spinco Liabilities; Issuance of Spinco Common Stock.

(a) Subject to Section 2.1(c) and Section 2.2 and, in the case of Information, ARTICLE VIII, effective on or prior to the Distribution Date, and in any event prior to the Distribution Time, Harbor shall use, and shall cause its Affiliates to use, their respective reasonable best efforts to consummate the transactions contemplated hereby, including the Restructuring. On the terms and subject to the conditions set forth in this Agreement, at or prior to the Distribution Time:

(i) Harbor shall, or shall cause the applicable member of the Harbor Group to, transfer, assign, deliver and convey to Spinco or the applicable Spinco Subsidiary all of their right, title and interest in and to the Spinco Assets other than the capital stock of, or other equity interests in, a Spinco Subsidiary;

(ii) Harbor shall, or shall cause the applicable member of the Harbor Group to, assign, and the applicable member of the Spinco Group to, accept and assume, all of the Spinco Liabilities;

(iii) Harbor shall, or shall cause the applicable member of the Spinco Group to, transfer, assign, deliver and convey to Harbor or the applicable member of the Harbor Group all of their right, title and interest in and to the Excluded Assets;

(iv) Harbor shall, or shall cause the applicable member of the Spinco Group to, assign, and the applicable member of the Harbor Group to, accept and assume, all of the Excluded Liabilities; and

(v) Harbor shall effect the Harbor Contribution.

(b) In consideration for the transactions described in Section 2.1(a)(v), prior to the Distribution Time, Spinco shall issue to Harbor a number of shares of Spinco Common Stock equal to the Harbor Share Number; provided, that, for the avoidance of doubt, Harbor shall in no event own less than eighty percent (80%) (*i.e.*, an amount constituting “control,” as measured under Section 368(c) of the Code) of the shares of Spinco Common Stock at the Distribution Time.

(c) For the avoidance of doubt, Harbor may effect the Restructuring in any form or manner that it deems necessary or desirable, so long as (i) immediately prior to the Distribution, all of the Spinco Assets and Spinco Liabilities, and no other Assets or Liabilities, are held by Spinco or one or more Spinco Subsidiaries (other than any Delayed Transfer Assets or Delayed Transfer Liabilities) and (ii) any such change would not (A) be inconsistent with the intended Tax-Free Status of the spin-off and Merger contemplated by the Transaction Agreements or compromise the ability to obtain the Spin-Off Tax Opinion or (B) cause any member of the Spinco Group to own or hold or otherwise incur Liability in

respect of any Excluded Liability (other than, for the avoidance of doubt, Taxes), unless Harbor agrees to fully indemnify, such member of the Spinco Group for such Liability. References in this Agreement to the “Restructuring” shall be deemed to refer to the Restructuring as so effected by Harbor. Notwithstanding the foregoing, Harbor shall consult in good faith with Voyager regarding the material aspects of the structure of the Harbor Contribution and the form and manner of the Restructuring. For the avoidance of doubt, the indemnity in this Section 2.1(c) shall not apply with respect to Taxes or Losses, in each case, arising from or attributable to any Tax-Free Transaction Failure, which shall be governed exclusively by the Tax Matters Agreement.

(d) Except for certain of the matters addressed in ARTICLE V and the defined terms used therein or as otherwise expressly provided herein, the rights and obligations of the Parties with respect to Taxes shall be governed exclusively by the Tax Matters Agreement and, to the extent applicable, the Employee Matters Agreement or the Merger Agreement. In addition, Taxes and any assets and liabilities relating to Taxes shall not be treated as Assets or Liabilities for purposes of, or otherwise be governed by, this Agreement; it being understood that certain current Non-Income Tax Assets and current Non-Income Tax Liabilities may be taken into account in calculating the Spinco Working Capital Adjustment as expressly provided herein. In the event of any inconsistency between this Agreement and the Tax Matters Agreement, the Employee Matters Agreement or the Merger Agreement, the terms of the Tax Matters Agreement, the Employee Matters Agreement or the Merger Agreement, as the case may be, shall control.

(e) Each of Spinco and Voyager hereby waives Harbor’s and the Harbor Group’s compliance with the requirements and provisions of the “bulk-sale” or “bulk-transfer” Laws for the benefit of creditors of any jurisdiction that may otherwise be applicable with respect to the transfer, assignment, delivery, conveyance or sale of any or all of the Spinco Assets or Spinco Liabilities to any member of the Spinco Group. Harbor hereby waives Spinco’s and the Spinco Group’s compliance with the requirements and provisions of the “bulk-sale” or “bulk-transfer” Laws for the benefit of creditors of any jurisdiction that may otherwise be applicable with respect to the transfer, assignment, delivery, conveyance or sale of any or all of the Excluded Assets or Excluded Liabilities to any member of the Harbor Group.

(f) The Parties acknowledge and agree that as between the Harbor Group and the Spinco Group, on the one hand, and any third Person asserting a Liability against a member of the Harbor Group or the Spinco Group, on the other hand, nothing in this Agreement shall alter or otherwise change the legal entity within the Harbor Group and the Spinco Group that may be subject to such Liability and the Harbor Group shall retain and be responsible for the Excluded Liabilities.

#### Section 2.2 Transfers Requiring Consent or Governmental Approval.

(a) Notwithstanding anything in this Agreement to the contrary, this Agreement shall not constitute an agreement to assign, directly or indirectly, any Asset or assume any Liability if, but solely to the extent, an attempted direct or indirect assignment or assumption thereof, without any applicable Consent of a third party or approval of a Governmental Authority, would constitute a breach, default, violation or other contravention of the rights of such third party or Governmental Authority or of applicable Law (including any Privacy and Information Security Requirements) until such time as the necessary Consent or approval or waiver thereof is obtained. If any direct or indirect transfer, assignment, or assumption, as the case may be, in the case of any Spinco Asset or Spinco Liability, by any member of the Harbor Group to any member of the Spinco Group or, in the case of any Excluded Asset or Excluded Liability, by any member of the Spinco Group to any member of the Harbor Group requires the Consent of a third party or approval of a Governmental Authority, then such transfer or assignment or assumption shall be made subject to such Consent of a third party or approval of a Governmental Authority or waiver

thereof being obtained (following the Distribution Date, each such subject Asset, a “Delayed Transfer Asset,” and each such subject Liability, a “Delayed Transfer Liability”).

(b) Prior to the Distribution Date, and subject to Section 6.8 of the Merger Agreement, Harbor and Spinco shall use their respective reasonable best efforts to obtain any third-party Consent or approval of a Governmental Authority required in connection with the Harbor Contribution or any other transactions contemplated by this Agreement; provided that in connection with obtaining any such third-party Consent or approval of a Governmental Authority, neither Harbor nor Spinco shall enter into or otherwise agree to any modification of the terms of any Contract that is required in order to effect the transactions contemplated herein that would adversely affect Spinco or any other member of the Spinco Group (including due to an increase in payment or other incremental cost to any member of the Spinco Group under such Contract) in any material respect without the prior written Consent of Voyager, which Consent in shall not be unreasonably withheld, delayed or conditioned.

(c) If any third-party Consent or approval of a Governmental Authority referred to in this Section 2.2 is not obtained on or prior to the Distribution Date, the Distribution shall, subject to the satisfaction of the conditions set forth in ARTICLE III, nonetheless take place on the terms set forth herein and, thereafter, Harbor and Spinco shall cooperate and use reasonable best efforts to establish arrangements at no charge to Spinco under which, from and following the Distribution Date, the Spinco Group or Harbor Group to which the Delayed Transfer Asset or Delayed Transfer Liability was not transferred, as applicable, shall (without infringing upon the legal rights of any third party or Governmental Authority or violating any applicable Law) (i) receive, from the party responsible for transferring such Delayed Transfer Asset or Delayed Transfer Liability, the economic benefit of such Delayed Transfer Asset or Delayed Transfer Liability, including, without limitation, the right to obtain the economic claims, rights and benefits under the Delayed Transfer Asset or Delayed Transfer Liability and (ii) assume the economic burden with respect Delayed Transfer Asset or Delayed Transfer Liability, in each case, as closely as possible to that which would be applicable to such Spinco Group or Harbor Group, as applicable, if the Consent or approval had been obtained and the Delayed Transfer Asset or Delayed Transfer Liability had transferred. In furtherance of the foregoing, Harbor shall cause any applicable Harbor Subsidiary to execute such powers of attorney as are permitted under applicable Law and reasonably requested by any Spinco Group Entity to enable it to obtain the benefits under any permit (x) that constitutes a Delayed Transfer Asset or (y) with respect to which independent registration or licensure is required to be effected by a Spinco Group Entity following the Effective Time. The obligations set forth in this Section 2.2(c) shall survive for the duration of the term of the applicable Contract governing such arrangements (without any obligation to renew or extend).

(d) Following the Distribution Date, each Party shall, and shall cause its respective Subsidiaries to, use reasonable best efforts (and each Party shall, and shall cause its respective Subsidiaries to, cooperate with the other Party) to obtain any third-party Consents and/or approvals of Governmental Authorities referred to in this Section 2.2 which were not obtained prior to the Distribution as promptly as practicable; provided, that, in connection with obtaining any such third-party Consent or approval of a Governmental Authority, neither Harbor nor Spinco shall enter into or otherwise agree to any modification of the terms of any Contract that is required in order to effect the transactions contemplated herein that would adversely affect Spinco or Harbor or any other member of either Group (including due to an increase in payment or other incremental cost to any member of either Group under such Contract) without the prior written consent of Spinco, in the case that a member of the Spinco Group would be adversely affected, or Harbor, in the case that a member of the Harbor Group would be adversely affected, which consent shall not be unreasonably withheld, delayed or conditioned. If and when any such third-party Consent or approval of a Governmental Authority is obtained after the Distribution, the assignment of the Delayed Transfer Asset or assumption of the Delayed Transfer Liability to which such third-party Consent or approval of a Governmental Authority relates shall be

promptly effected in accordance with the terms of this Agreement without the payment of additional consideration and thereafter such Asset or Liability shall no longer be considered a Delayed Transfer Asset or a Delayed Transfer Liability, as applicable, for purposes of this Section 2.2. The obligations to use reasonable best efforts to obtain any third party Consent or approval of any Governmental Authority set forth in this paragraph (d) shall terminate on the date that is twenty four (24) months following the Distribution Date; provided, however, that such termination shall not affect the other provisions of this Section 2.2. For the avoidance of doubt, the Parties expressly acknowledge and agree that the provisions set forth in this Section 2.2(d) do not relate to the competition and other regulatory approvals set forth under Section 6.8 of the Merger Agreement.

(e) For the avoidance of doubt, Harbor shall not be required to bear any third-party fees (other than out-of-pocket expenses of advisors and other similar out-of-pocket expenses incurred in seeking any such Consent or approval) that may be required in connection with obtaining, whether before or after the Distribution, any such third-party Consents and approvals of Governmental Authorities pursuant to Section 2.2(d), Section 2.3 and Section 2.5.

### Section 2.3 Misallocated Assets and Liabilities.

(a) In the event that at any time prior to the Cut-off Date, a member of the Harbor Group becomes aware (including by request of Spinco) that it possesses any Spinco Asset or Spinco Liability, other than a Delayed Transfer Asset or a Delayed Transfer Liability, Harbor shall cause the prompt transfer of such Spinco Assets to Spinco or assumption of such Spinco Liability by Spinco or any member of the Spinco Group, and Spinco shall, or shall cause a member of the Spinco Group to, accept and assume such Spinco Asset or Spinco Liability (except as otherwise contemplated by the Transaction Agreements), in each case, without further consideration. Prior to any such transfer, Harbor shall hold such Spinco Assets in trust for Spinco and pay over to Spinco as promptly as practicable any amounts or benefits received by the Harbor Group with respect to such Spinco Assets following the Distribution Date.

(b) In the event that at any time, a member of the Spinco Group becomes aware that it possesses any Excluded Assets or Excluded Liability (except as otherwise contemplated by the Transaction Agreements), other than a Delayed Transfer Asset or a Delayed Transfer Liability, the Spinco Group shall cause the prompt transfer of such Excluded Assets to Harbor or a member of the Harbor Group or assumption of such Excluded Liability by Harbor or a member of the Harbor Group, and Harbor shall, or shall cause a member of the Harbor Group to, accept and assume such Excluded Asset (including any Cash and Cash Equivalents (other than the amount of any Cash and Cash Equivalents included in the calculation of the Spinco Net Debt Adjustment, as finally determined pursuant to Section 5.1(c))) or Excluded Liability, in each case, without further consideration; provided, that, without limiting the generality of the foregoing, Spinco shall transfer to Harbor (or its designee) any amounts received by any member of the Spinco Group in respect of the Corporate Asset within five (5) days of receipt. Prior to any such transfer, the Spinco Group shall hold such Excluded Assets in trust for Harbor and pay over to Harbor as promptly as practicable any amounts or benefits received with respect to such Excluded Assets following the Distribution Date.

Section 2.4 Conveyancing and Assumption Agreements. In connection with (i) the transfer of the Spinco Assets and the assumption of the Spinco Liabilities contemplated by this ARTICLE II, Harbor and Spinco shall execute, or cause to be executed by the appropriate entities, any notices or transfer, conveyance, assignment, novation and assumption instruments or releases as and to the extent reasonably necessary or desirable to evidence the transfer, conveyance, novation and assignment of all of Harbor and its Subsidiaries' right, title and interest in and to such Spinco Assets and the valid and effective assumption by Spinco and its Subsidiaries of or unconditional release of all parties to such Spinco

Liabilities and (ii) the transfer of the Excluded Assets and the assumption by the Harbor Group of the Excluded Liabilities, in each case in accordance with this ARTICLE II, Harbor and Spinco shall execute, or cause to be executed by the appropriate entities, any notices or transfer, conveyance, assignment, novation and assumption instruments or releases as and to the extent reasonably necessary or desirable to evidence the transfer, conveyance, novation and assignment of all of Spinco and its Subsidiaries' right, title and interest in and to such Excluded Assets and the valid and effective assumption by Harbor and its Subsidiaries of or unconditional release of all parties to such Excluded Liabilities; provided that such instruments shall not impose obligations on either Harbor or Spinco or grant rights, through representations or otherwise, beyond those set forth in this Agreement (but shall merely implement the obligations herein), other than customary obligations with respect to due execution, title and similar matters.

Section 2.5 Shared Contracts. The Parties will use their reasonable best efforts (and each Party shall cooperate with the other Party) to separate the Shared Contracts into separate Contracts effective as of the Distribution so that from and after the Distribution, Spinco will have the sole benefit and Liabilities with respect to each Shared Contract to the extent related to the Spinco Business and the Harbor Group will have the sole benefit and Liabilities with respect to each Shared Contract to the extent not related to the Spinco Business. Upon such separation of a Shared Contract, the separated Contract that is related to the Spinco Business will be a Spinco Asset and the other separated Contract will be an Excluded Asset. The obligations to separate any Shared Contracts set forth in this Section 2.5 will terminate on the date that is twenty-four (24) months following the Distribution Date. If any Shared Contract is not separated prior to the Distribution Date, then such Shared Contract shall be governed under Section 2.2, including the Parties agreeing to use reasonable best efforts (and each Party agreeing to cooperate with the other Party) to establish arrangements at no charge to Spinco under which the party which is a party to such Shared Contract will use reasonable best efforts to perform its obligations and exercise its rights thereunder to enable each Group to continue to receive the benefits and assume the obligations, in each case, that it received or assumed prior to the Distribution Date, until such Shared Contract expires in accordance with its terms. Harbor and Spinco shall share equally any and all third party fees and out-of-pocket expenses (including attorneys' and other third party fees) that may be reasonably required in connection with obtaining, whether before or after the Distribution, any such separation of a Shared Contract. Harbor will use its reasonable best efforts to deliver a list of the Shared Contracts to Voyager as soon as practicable after the date hereof and in any event within thirty (30) days after the date hereof. No member of either Group will amend, renew, extend or otherwise modify any Shared Contract without the consent of the applicable member of the other Group to the extent such amendment, renewal, extension or modification would adversely affect or impose any material obligations on any member of such other Group.

#### Section 2.6 Bank Accounts.

(a) Harbor and Spinco each agree to take, or cause the respective members of their respective Groups to take, prior to the Distribution Time (or as soon as possible thereafter), all actions necessary to amend (i) all Contracts governing each bank and brokerage account owned by Spinco or any other member of the Spinco Group in connection with the Spinco Business (collectively, the "Spinco Accounts"), so that such Spinco Accounts, if currently linked (whether by automatic withdrawal, automatic deposit or any other authorization to transfer funds from or to, hereinafter "linked") to any bank or brokerage account owned by Harbor or any of its Subsidiaries other than the Spinco Accounts (collectively, the "Harbor Accounts") are de-linked from such Harbor Accounts, and (ii) all Contracts governing the Harbor Accounts so that such Harbor Accounts, if currently linked to any Spinco Account, are de-linked from such Spinco Accounts.



(b) With respect to any outstanding checks issued by Harbor, Spinco or any of their respective Subsidiaries prior to the Distribution Time, such outstanding checks shall be honored from and after the Distribution Time by the Person or Group owning the account on which the check is drawn, without limiting the ultimate allocation of Liability for such amounts under this Agreement or any other Transaction Agreement.

(c) As between Harbor and Spinco (and the members of their respective Groups), except to the extent prohibited by applicable Law, all payments and reimbursements received after the Distribution Time by either Party (or member of its Group) to which the other Party (or member of its Group) is entitled under this Agreement shall be held by such receiving Party in trust for the use and benefit of the Party entitled thereto and, within sixty (60) days of receipt by such receiving Party of any such payment or reimbursement, such receiving Party shall pay over, or shall cause the applicable member of its Group to pay over to the other Party or the applicable member of the other Party's Group, the amount of such payment or reimbursement without right of setoff.

Section 2.7 Certain Resignations. At or prior to the Distribution Date, except as otherwise agreed between Harbor and Voyager in writing prior to the Distribution Date, Harbor shall cause each employee and director of Harbor and its Subsidiaries who will not, from and after the Effective Time, be an officer or director, as applicable, of Spinco to resign, effective not later than the Distribution Date, from the board of directors of Spinco, and from all positions as officers of Spinco in which they serve, it being understood that the only officers and directors of Spinco from and after the Effective Time shall be those persons mutually agreed by the Parties in accordance with Section 7.8. At or prior to the Distribution Date, Harbor will cause each employee and director of Spinco and its Subsidiaries who will not be employed by Harbor or a Harbor Subsidiary after the Distribution Date to resign, effective not later than the Distribution Date, from all boards of directors or similar governing bodies of Harbor, any Harbor Subsidiary or any other Person in which Harbor holds any equity interest on which they serve, and from all positions as officers of Harbor, any Harbor Subsidiary or any other Person in which Harbor holds any equity interest in which they serve.

Section 2.8 Special Dividend; Intercompany Debt Repayment. On the Distribution Date and immediately prior to the Distribution, Harbor shall cause Spinco to use (i) reasonable best efforts to enter into the Spinco Financing, and (ii) use the proceeds therefrom to (A) pay to Harbor the Special Dividend and the Additional Special Dividend (if applicable), in exchange for the Harbor Contribution and (B) effect the Intercompany Debt Repayment. The Special Dividend, the Additional Special Dividend (if applicable) and the amount comprising the Intercompany Debt Repayment shall be paid to Harbor via wire transfer of immediately available funds. If, despite reasonable best efforts by Voyager, Harbor and Spinco, the Spinco Financing cannot be completed fully, the amount of the Spinco Financing shall be reduced to the level at which it can be so completed (but may not be reduced to an amount less than \$900,000,000 without the prior written consent of Voyager). In the event that (x) the Spinco Financing, as so reduced, cannot be completed fully and (y) Harbor elects, in its sole discretion, to receive notes or debt securities for all or part of the Special Dividend, Spinco shall issue either notes or debt securities to Harbor in an aggregate principal amount equal to the amount of the financing shortfall, in a manner (and with such customary terms and conditions as Harbor may determine in its sole discretion) that is not reasonably expected to result in any Tax Free Transaction Failure, as determined by Harbor in its reasonable discretion. The rights and obligations of the Parties in respect of pursuing and obtaining the Spinco Financing shall otherwise be as set forth in the Merger Agreement.

Section 2.9 Shared Locations. Notwithstanding anything to the contrary contained herein, on the Distribution Date, Harbor and Spinco shall enter into a lease, sublease or other occupancy agreement governing each Shared Location (each, a "Shared Location Lease") in accordance with terms to be mutually agreed by the Parties. To the extent that the consent of a Third-Party Landlord is necessary for a

Shared Location Lease and such consent is not obtained, such Shared Location shall be subject to Section 2.2 and Section 2.4.

Section 2.10 Minority Interests. Prior to the Harbor Contribution, Harbor shall use its reasonable best efforts to acquire, or cause the applicable member of the Harbor Group, as the case may be, to acquire, all of the outstanding Spinco Minority Interest Shares owned by the JV Minority Shareholders, in exchange for, in the sole discretion of Harbor, cash and/or shares of Spinco Common Stock (the number of such shares issued to the JV Minority Shareholders, the “JV Minority Spinco Share Number”). If Harbor shall be unable to acquire any of such Spinco Minority Interest Shares, they shall remain outstanding.

Section 2.11 Harbor-Spinco Indebtedness. In connection with the Restructuring and prior to the Distribution, in respect of the Harbor-Spinco Indebtedness, Harbor shall use its reasonable best efforts to cause (i) all such Indebtedness to be repaid by the member of the Spinco Group party thereto, or (ii) the receivable in respect of any such Harbor-Spinco Indebtedness to be transferred to a member of the Spinco Group such that a member of the Spinco Group is the creditor in respect of such Indebtedness immediately following the Distribution.

Section 2.12 Exercise of Darby Put Rights. Concurrently with the execution of this Agreement, (a) Harbor shall enter into an amendment to the Darby Put Rights Agreement, providing that Darby will sell to Harbor, and Harbor will purchase from Darby, all of the Darby BAHHC Equity Interests, all in accordance with the provisions set forth in the Darby Put Rights Agreement, as amended, and (b) Harbor shall contribute, or cause to be contributed, the Darby BAHHC Equity Interests to Spinco prior to the Distribution.

### ARTICLE III

#### CONDITIONS

Section 3.1 Conditions to the Distribution. The obligations of Harbor pursuant to this Agreement to effect the Distribution shall be subject to the consummation of (a) the Restructuring, (b) the payment of the Special Dividend and the Additional Special Dividend (if applicable) and the effectuation of the Intercompany Debt Repayment as contemplated in Section 2.8, (c) the procurement by Spinco of all material licenses, permits, registrations, authorizations or certificates necessary to operate the Spinco Business following the Effective Time, the failure of which to be obtained would cause a condition to Voyager’s obligation to consummate the Merger not to be satisfied, if and to the extent such condition is not waived by Voyager, and (d) the satisfaction (or waiver by (i) Harbor, in the case of the conditions set forth in Section 7.2 of the Merger Agreement, (ii) Voyager, in the case of the conditions set forth in Section 7.3 of the Merger Agreement, or (iii) each party to the Merger Agreement, in the case of the conditions set forth in Section 7.1 of the Merger Agreement) on or prior to the Distribution Date (other than those conditions that, by their nature, are to be satisfied contemporaneously with the Closing, but subject to the satisfaction (or waiver by (x) Harbor, in the case of the conditions set forth in Section 7.2 of the Merger Agreement, (y) Voyager, in the case of the conditions set forth in Section 7.3 of the Merger Agreement, or (z) each party to the Merger Agreement, in the case of the conditions set forth in Section 7.1 of the Merger Agreement) of such conditions at the Closing) of each of the conditions set forth in Sections 7.1, 7.2 and 7.3 of the Merger Agreement (except the consummation of the payment of the Special Dividend and the Additional Special Dividend (if applicable), the effectuation of the Intercompany Debt Repayment and the Separation); provided that, notwithstanding anything set forth in this ARTICLE III to the contrary, the Parties agree that the Distribution Date shall occur on the same date as the Closing Date, as determined in accordance with the terms and conditions of the Merger Agreement.

Section 3.2 Waiver of Conditions. The conditions set forth in Section 3.1 hereof, may be waived, in whole or in part, to the extent permitted by applicable Law, in the sole discretion of Harbor. The conditions set forth in Section 3.1 is for the sole benefit of Harbor and shall not give rise to or create any duty on the part of Harbor to waive or not waive such conditions.

## ARTICLE IV

### THE DISTRIBUTION

Section 4.1 Record Date and Distribution Date. Subject to the satisfaction, or to the extent permitted by applicable Law, waiver, in whole or in part, of the conditions set forth in Section 3.1, the Board of Directors of Harbor in consultation with Voyager, consistent with the Merger Agreement and applicable Law, shall establish the Record Date and the Distribution Date and any necessary or appropriate procedures in connection with the Distribution; provided, that Harbor shall provide Voyager written notice no fewer than two Business Days prior to Harbor's announcement of the Record Date to its stockholders.

Section 4.2 Authorization of Spinco Common Stock; Charter and By-laws.

(a) Prior to the Distribution Date, Harbor and Spinco shall take all actions necessary (including amending the Spinco certificate of incorporation as applicable) to issue to Harbor such number of shares of Spinco Common Stock, including, if applicable, by reclassifying the outstanding shares of Spinco Common Stock or by declaring a dividend payable to Harbor in shares of Spinco Common Stock, for the purpose of increasing the outstanding shares of Spinco Common Stock such that, immediately prior to the Distribution Date, Spinco will have an aggregate number of shares of Spinco Common Stock to be determined by Harbor, Spinco and Voyager prior to the Distribution Date, all of which will be held by Harbor or a JV Minority Shareholder as contemplated under Section 2.10.

(b) On or prior to the Distribution Date, Spinco and Harbor shall cause Spinco's certificate of incorporation and by-laws to be amended and restated, in forms mutually satisfactory to the Parties. Without limiting the foregoing, Spinco's name shall be changed to "Vets First Corp." or such other name as shall be mutually agreed by Spinco and Voyager.

Section 4.3 The Agent. Prior to the Distribution Date, Harbor shall enter into an agreement with the Agent on terms reasonably satisfactory to Spinco and Voyager providing for, among other things, the distribution to the holders of Harbor Common Stock in accordance with this ARTICLE IV of the shares Spinco Common Stock to be distributed in the Distribution.

Section 4.4 Delivery of Shares to the Agent. At or prior to the Distribution Date, Harbor shall authorize the book-entry transfer by the Agent of all of the outstanding shares of Spinco Common Stock to be distributed in connection with the Distribution.

Section 4.5 The Distribution.

(a) Upon the terms and subject to the conditions of this Agreement, following consummation of the authorization of Spinco Common Stock pursuant to Section 4.2(a), the Harbor Contribution, the payment of the Special Dividend and the Additional Special Dividend (if applicable) and the effectuation of the Intercompany Debt Repayment, Harbor shall declare and effect the Distribution, in accordance with Section 4.5(c), to each holder of issued and outstanding shares of Harbor Common Stock as of the Record Date (excluding treasury shares held by Harbor and any other shares of Harbor Common Stock otherwise held by a member of the Harbor Group), such that each such holder will receive a pro-rata

share of the aggregate shares of Spinco Common Stock held by Harbor as of the Distribution Time (the aggregate number of shares of Spinco Common Stock held by Harbor as of the Distribution Time, the "Harbor Share Number").

(b) Any fractional shares of Spinco Common Stock that would otherwise be issuable to a Harbor Stockholder pursuant to Section 4.5(a) shall be aggregated and such Harbor Stockholder shall be issued in respect of all such fractional shares a number of shares of Spinco Common Stock equal to such aggregate number, rounded to the nearest whole number. Harbor, Spinco, Voyager and the Voyager Stockholders' Representative acknowledge and agree that the conversion set forth in the preceding sentence in lieu of issuing fractional shares of Spinco Common Stock was not separately bargained-for consideration but merely represents a mechanical rounding off for purposes of avoiding the expense and inconvenience to Spinco that would otherwise be caused by the issuance of fractional shares of Spinco Common Stock. In the event that after giving effect to this Section 4.5(b) the aggregate number of shares of Spinco Common Stock issued to the Harbor Stockholders is greater than the number of shares of Spinco Common Stock to be issued as the Harbor Share Number, the Harbor Share Number shall be deemed to be amended to include such number of additional shares of Spinco Common Stock issued pursuant to this Section 4.5(b).

(c) At or prior to the Distribution Time, Harbor shall deliver to the Agent evidence of Spinco Common Stock in book-entry form being distributed in the Distribution for the account of the holders of Harbor Common Stock that are entitled thereto pursuant to Section 4.5(a) or Section 4.5(b). The Agent shall hold such evidence of Spinco Common Stock in book-entry form for the account of such holders of Harbor Common Stock pending the Merger. Immediately after the Distribution Time and prior to the Effective Time of the Merger, the shares of Spinco Common Stock shall not be transferable and the Agent shall not transfer any shares of Spinco Common Stock. The Distribution shall be deemed to be effective upon written authorization from Harbor to the Agent to proceed, after the receipt of which the Agent shall then distribute by book-entry transfer in respect of the outstanding shares of Harbor Common Stock held by holders of record of Harbor Common Stock on the Record Date (excluding treasury shares held by Harbor and any other shares of Harbor Common Stock otherwise held by a member of the Harbor Group) all of the shares of Spinco Common Stock distributed in the Distribution pursuant to Section 4.5(a) and Section 4.5(b).

## ARTICLE V

### POST-CLOSING ADJUSTMENT

#### Section 5.1 Post-Closing Adjustment.

(a) Within ninety (90) days following the Distribution Date, Spinco shall cause to be prepared and delivered to Harbor a certificate endorsed by an executive officer of Spinco certifying a statement (the "Spinco Preliminary Closing Statement") setting forth Spinco's good faith calculation of (i) the Spinco Working Capital Adjustment and (ii) the Spinco Net Debt Adjustment, including reasonable detail regarding the calculations thereof. The Spinco Preliminary Closing Statement shall be prepared in accordance with the Applicable Accounting Principles.

(b) During the forty-five (45) day period following Harbor's receipt of the Spinco Preliminary Closing Statement, Spinco shall give Harbor, and each of its Representatives access at all reasonable times and on reasonable advance notice to the books, records, properties, working papers and personnel of Spinco (including senior finance and accounting personnel and their accountants) to the extent reasonably required to permit Harbor to evaluate the Spinco Preliminary Closing Statement. Within forty-five (45) days after receipt of the Spinco Preliminary Closing Statement, Harbor may, in a

written notice to Spinco, describe in reasonable detail any proposed adjustments to the items set forth on the Spinco Preliminary Closing Statement and the reasons therefor (it being agreed that the only permitted reasons for such adjustments shall be mathematical error or the failure to compute items set forth therein in accordance with this Agreement). If Spinco shall not have received a notice of proposed adjustments within such forty-five (45)-day period, Harbor will be deemed to have accepted irrevocably the Spinco Preliminary Closing Statement.

(c) Harbor and Spinco shall negotiate in good faith to resolve any disputes over any proposed adjustments to the Spinco Preliminary Closing Statement, during the thirty (30) days following Spinco's receipt of the proposed adjustments. If Harbor and Spinco are unable to resolve such dispute within such thirty (30)-day period, then, at the written request of either such Party (the "Dispute Resolution Request"), each such Party shall appoint a knowledgeable, responsible representative to meet in person and negotiate in good faith to resolve the disputed matters. The Parties intend that these negotiations be conducted by experienced business representatives empowered to decide the issues. Such negotiations shall take place during the thirty (30)-day period following the date of the Dispute Resolution Request. If the business representatives resolve the dispute, such resolution shall be memorialized in a written agreement (the Spinco Preliminary Closing Statement, as agreed pursuant to the last sentence of Section 5.1(b) or as revised by such negotiations, written agreement or the final decision of the accounting firm referred to below, the "Spinco Final Closing Statement"). If the business representatives do not resolve the dispute during the periods described above, then Spinco, the Voyager Stockholders' Representative and Harbor shall jointly engage KPMG LLP to arbitrate and resolve such disputes, which resolution shall be final, binding and enforceable in accordance with Section 10.15. If KPMG LLP is unable or unwilling to act as arbitrator, a nationally recognized accounting firm shall be selected by lot from the remaining nationally recognized accounting firms that are not the regular independent auditor firm of Harbor, Spinco or Voyager, and in such event references herein to "KPMG LLP" shall be deemed to refer to such replacement accounting firm. Within the thirty (30)-day period following its engagement, KPMG LLP shall arbitrate and resolve such dispute based solely on the written submission provided by Harbor and Spinco and shall only consider whether the Spinco Preliminary Closing Statement (and each component thereof) was prepared in accordance with this Agreement and (only with respect to disputed matters submitted to the accounting firm) whether and to what extent the Spinco Preliminary Closing Statement requires adjustment. In resolving any disputed matter, KPMG LLP shall (i) adhere to the definitions contained in this Agreement and the guidelines and principles of this Section 5.1 and (ii) not assign a value to any item higher than the highest value for such item claimed by either of Harbor or Spinco or lower than the lowest value claimed by either such Person; provided, however, that to the extent the determination of value of any disputed item affects any other item used in calculating the Spinco Working Capital Adjustment or the Spinco Net Debt Adjustment, such effect may be taken into account by KPMG LLP. The fees and expenses of KPMG LLP shall be shared by Spinco and Harbor in inverse proportion to the relative amounts of the disputed amount determined in favor of Spinco and Harbor, respectively.

(d) Upon final determination of the Spinco Final Closing Statement pursuant to this Section 5.1, the following payments (if any) shall be made in accordance with Section 5.1(e):

(i) If the Adjustment Amount is positive, Spinco shall pay to Harbor the lesser of (A) \$150,000,000 (less all amounts paid or payable pursuant to Section 3.01 of the Tax Matters Agreement in respect of Harbor Pre-Closing Taxes) and (B) the Adjustment Amount; and

(ii) If Adjustment Amount is negative, Harbor shall pay to Spinco the lesser of (A) \$150,000,000 (less all amounts paid or payable pursuant to Section 3.01 of the Tax Matters Agreement in respect of Harbor Pre-Closing Taxes) and (b) the absolute value of the Adjustment Amount; and

(iii) If the Adjustment Amount is zero, no payment by any Party shall be due.

Notwithstanding anything herein to the contrary, no adjustment under this Section 5.1 shall be made to the extent the effect of such adjustment would reasonably be expected to result in Harbor Stockholders owning fifty percent (50%) or less of the shares of Spinco Common Stock on or after the Effective Time or otherwise result in a Tax Free Transaction Failure.

(e) Any amount payable pursuant to Section 5.1(d) shall be made via wire transfer of immediately available funds within five (5) Business Days after the date upon which the Spinco Preliminary Closing Statement becomes a Spinco Final Closing Statement. Any payment (or portion thereof) pursuant to Section 5.1(d) shall be treated as an adjustment to the Special Dividend and/or the Additional Special Dividend (if applicable) for Tax purposes, to the extent permitted by applicable Law.

## ARTICLE VI

### INDEMNIFICATION

Section 6.1 Survival; Exclusive Remedy. The covenants, obligations and agreements contained herein to be performed (i) prior to the Effective Time shall survive for, and a claim may be brought with respect to any breach thereof any time prior to fifteen (15) months following the Effective Time and (ii) following the Effective Time shall survive, and a claim may be brought with respect to any breach thereof, after the Effective Time in accordance with their respective terms, if specified, and otherwise, indefinitely; provided that, without limiting the foregoing, no claim may be asserted by any Spinco Indemnitee under this ARTICLE VI arising from any failure to transfer any Spinco Asset to Spinco unless such claim is asserted, if at all, prior to the date that is eighteen (18) months from the Distribution Date (such date, the "Cut-off Date"), except for claims (x) of which Harbor has been notified in writing by Spinco prior to the Cut-off Date or (y) relating to or arising from any breach of any covenants, obligations and agreements to be performed after the Distribution Date. The Parties hereby agree that the sole and exclusive remedy for any claim (whether such claim is framed in tort, contract or otherwise) arising out of a breach of this Agreement (other than with respect to any claim arising as a result of fraud) shall be asserted pursuant to this ARTICLE VI, Section 10.16 or, with respect to Losses incurred in connection with any Spinco Guarantees or Harbor Guarantees (as the case may be) on or after the Effective Time, Section 7.3; provided, that the Parties shall not be entitled to indemnity under this ARTICLE VI with respect to any Spinco Current Assets and Spinco Current Liabilities solely to the extent of the amount of such items as were expressly and specifically included in calculation of the Spinco Closing Date Working Capital or the Spinco Closing Date Net Debt (without regard to the limitations contained in Section 5.1(d)). For the avoidance of doubt, to the extent any provision in this Agreement is deemed to be a representation or warranty, such provision shall not survive the Effective Time or termination of this Agreement. Notwithstanding anything to the contrary in this Agreement or the Merger Agreement, (x) the representations and warranties of Harbor set forth in Section 4.7 ("Information to be Supplied") of the Merger Agreement and (y) the representations and warranties of Voyager set forth in Section 5.7 ("Information to be Supplied") of the Merger Agreement shall survive the Effective Time, and a claim may be brought by Spinco with respect to any breach thereof, during the two (2) year period immediately following the Effective Time. After the end of the applicable period set forth in this Section 6.1, no claim for breach of such representations, warranties, covenants, obligations or agreements may be brought, and no action with respect thereto may be commenced, and no party shall have any liability or obligation with respect thereto, unless the Indemnitee gave written notice to the Indemnifying Party, specifying in reasonable detail to the extent known the breach of the representation, warranty, covenant, obligation or agreement claimed, on or before the expiration of such period, as applicable, in which case the right of the party providing such written notice to assert its right to indemnification as to the matters so noticed shall not expire until the dispute is fully resolved and/or any

applicable obligation to remedy such breach has been fully satisfied; provided, that, notwithstanding anything in this Section 6.1 to the contrary, the indemnification obligations for employee and employee benefits-related matters shall survive until the later of (i) the day following the expiration of the applicable statute of limitations or (ii) the last day of the applicable covenant period, as applicable.

Section 6.2 Mutual Release of Pre-Distribution Claims. Effective as of the Effective Time and except as otherwise specifically set forth in this Agreement or the other Transaction Agreements, each of Harbor, on behalf of itself and each of the Harbor Subsidiaries, on the one hand, and Spinco, on behalf of itself and each of the Spinco Subsidiaries, on the other hand, hereby releases and forever discharges the other Party and its Subsidiaries, and its and their respective officers, directors, managers or other persons acting in a similar capacity, agents, record and beneficial security holders (including trustees and beneficiaries of trusts holding such securities), advisors and Representatives (in each case, in their respective capacities as such) and their respective heirs, executors, administrators, successors and assigns, of and from all debts (including intercompany cash balances and accounts and notes payable), demands, actions, causes of action, suits, accounts, covenants, contracts, agreements, damages, claims and other Liabilities whatsoever of every name and nature, both in Law and in equity, which the releasing Party has or ever had or ever will have, which exist or arise out of or relate to (or is alleged to exist or arise out of or relate to) events, circumstances or actions taken by such other party occurring or failing to occur or any conditions existing at or prior to the Effective Time whether or not known at the Effective Time, including in connection with the Distribution and other Transactions contemplated by this Agreement or the other Transaction Agreements; provided that the foregoing general release shall not apply to any Intercompany Agreements not terminated by the Distribution Date pursuant to Section 7.1 (or to any amounts due and owing prior to the applicable termination date under any Intercompany Agreements that are terminated by the Distribution Date pursuant to Section 7.1), any Liabilities, Losses or other obligations under this Agreement or the other Transaction Agreements or any Contracts contemplated hereby or thereby (including the Liabilities, Losses, obligations and Contracts contemplated by Section 7.1), or assumed, transferred, assigned, allocated or arising under any of this Agreement or the other Transaction Agreements or any Contract contemplated thereby, in each case subject to the terms thereof, or any Person's right to enforce this Agreement (including Section 2.1, Section 2.2, Section 2.3, and Section 2.5) or the other Transaction Agreements or the Contracts contemplated thereby in accordance with their terms. Each Party agrees, for itself and each member of its Group, not to make any claim or demand or commence any Litigation Matter or assert any claim or demand, including any claim of contribution or any indemnification, against any member of the other Party's Group or any of its respective officers, managers or directors or other persons acting in a similar capacity with respect to the Liabilities released pursuant to this Section 6.2.

### Section 6.3 Indemnification.

(a) From and after the Effective Time, Spinco and Voyager shall, on a joint and several basis, indemnify, defend and hold harmless the Harbor Indemnitees from and against all Indemnifiable Losses relating to or arising from, whether prior to or following the Effective Time, (i) the Spinco Liabilities (including, subject to Section 2.3(a), any Delayed Transfer Liabilities that would otherwise be Spinco Liabilities if transferred on the Distribution Date), (ii) any breach by (A) Voyager or any of its Subsidiaries of any obligations, covenants or agreements to be performed by Voyager or its Subsidiaries pursuant to the Merger Agreement from and after the Effective Time and/or pursuant to this Agreement or the other Transaction Agreements prior to and/or subsequent to the Effective Time and (B) any member of the Spinco Group of any obligations, covenants or agreements to be performed by such Persons subsequent to the Effective Time pursuant to this Agreement, the Merger Agreement or the other Transaction Agreements, in the case of each of clauses (A) and (B), in accordance with the applicable survival period(s) set forth therein, and (iii) any breach of the representation and warranty of Voyager set forth in Section 5.7 of the Merger Agreement ("Information to be Supplied"); provided, that a claim may

only be brought by the Harbor Indemnitees with respect to any breach thereof during the two (2) year period immediately following the Effective Time.

(b) From and after the Effective Time, Harbor shall indemnify, defend and hold harmless the Spinco Indemnitees from and against all Indemnifiable Losses relating to or arising from, whether prior to or following the Effective Time, (i) the Excluded Liabilities, (ii) any breach by any member of (A) the Harbor Group of any obligations, covenants or agreements to be performed by such Persons pursuant to the Merger Agreement from and after the Effective Time and/or pursuant to this Agreement or the other Transaction Agreements prior to and/or subsequent to the Effective Time and (B) the Spinco Group of any obligations, covenants or agreements to be performed by such Persons pursuant to this Agreement or the other Transaction Agreements (other than the Merger Agreement) prior to the Effective Time, in the case of each of clauses (A) and (B) in accordance with the applicable survival period(s) set forth therein, and (iii) any breach of the representations and warranties of Harbor set forth in Section 4.7 of the Merger Agreement ("Information to be Supplied"); provided, that a claim may only be brought by the Spinco Indemnitees with respect to any breach thereof during the two (2) year period immediately following the Effective Time.

(c) Notwithstanding anything to the contrary set forth herein, indemnification relating to any arrangements between any member of the Harbor Group and any member of the Spinco Group for the provision after the Effective Time of goods and services, including the license granted pursuant to Section 7.7 of this Agreement, shall be governed by the terms of such arrangements or Section 7.7 of this Agreement, as applicable, and not by this Section or as otherwise set forth in this Agreement and the other Transaction Agreements.

(d) Except as otherwise expressly provided herein, Tax matters shall be exclusively governed by the Tax Matters Agreement and, to the extent applicable, the Employee Matters Agreement and the Merger Agreement, and not by this ARTICLE VI. The procedures relating to indemnification for Tax matters (other than as specified in Section 9.2 of the Merger Agreement or in the Employee Matters Agreement) shall be exclusively governed by the Tax Matters Agreement, and the procedures relating to indemnification for employee and employee benefits-related matters (set out in the Employee Matters Agreement) shall be exclusively governed by this Agreement. For all Tax purposes, the Parties hereto agree to treat any payments required by this Agreement or the Merger Agreement in the manner set out in the Tax Matters Agreement. The Parties to this Agreement shall be entitled to deduct and withhold from the amounts otherwise payable pursuant to this Agreement such amounts as are required to be deducted and withheld with respect to the making of such payments under applicable law. To the extent that amounts are so withheld and paid over to the appropriate Tax authority, such withheld amounts shall be treated for all purposes of this Agreement as having been paid to the Persons otherwise entitled thereto.

#### Section 6.4 Procedures for Indemnification of Third-Party Claims.

(a) Harbor shall, and shall cause the other Harbor Indemnitees to, notify Spinco in writing reasonably promptly after learning of any Third-Party Claim for which any Harbor Indemnitee intends to seek indemnification from Spinco under this Agreement. Spinco shall, and shall cause the other Spinco Indemnitees to, notify Harbor in writing reasonably promptly after learning of any Third-Party Claim for which any Spinco Indemnitee intends to seek indemnification from Harbor under this Agreement. The failure of any Indemnitee to give such notice shall not relieve any Indemnifying Party of its obligations under this ARTICLE VI, except to the extent (and only to the extent) that such Indemnifying Party is actually prejudiced by such failure to give notice. Such notice shall (i) describe such Third-Party Claim in reasonable detail considering the information provided to the Indemnitee, (ii) indicate, to the extent determinable, the estimated amount of the Indemnifiable Loss that has been claimed against or may be



sustained by such Indemnitee and the nature of the claim, and (iii) contain a reference to the provisions of this Agreement in respect of which such right of indemnification is claimed or arises.

(b) Except as otherwise provided in Section 6.4(c), an Indemnifying Party may, by notice to the Indemnitee within thirty (30) days after receipt by such Indemnifying Party of such Indemnitee's notice of a Third-Party Claim, undertake (itself or through another member of the Group of which the Indemnifying Party is a member) the defense or settlement of such Third-Party Claim, at such Indemnifying Party's own expense and by counsel reasonably satisfactory to the Indemnitee; provided that the Indemnitee shall be entitled to have sole control over the defense and settlement of any Third-Party Claim (i) seeking an injunction or other equitable relief against the Indemnitee, (ii) involving any criminal or quasi-criminal Litigation Matter, allegation or indictment to which the Indemnitee is a party, (iii) which the Indemnifying Party has failed or, in the reasonable determination of the Indemnitee, is failing to defend or otherwise prosecute diligently, or (iv) involving a material supplier, material customer or other material business relationship of the Indemnitee or any of its Affiliates, in the case of each of clauses (i) through (iii), at the cost and expense of the Indemnifying Party. If an Indemnifying Party undertakes the defense of any Third-Party Claim, such Indemnifying Party shall control the investigation and defense or settlement thereof, and the Indemnitee may not settle or compromise such Third-Party Claim without the prior written consent of the Indemnifying Party. In any event, the Indemnifying Party shall not (x) require any Indemnitee, without its prior written consent, to take or refrain from taking any action in connection with such Third-Party Claim, or make any public statement or refrain from doing so, that would be in violation of Law, or (y) without the prior written consent of the Indemnitee and of Harbor, if the Indemnitee is a Harbor Indemnitee, or the Indemnitee and of Spinco, if the Indemnitee is a Spinco Indemnitee, consent to any settlement that does not include as a part thereof an unconditional release of the relevant Indemnitees from Liability with respect to such Third-Party Claim or that requires the Indemnitee or any of its Representatives or Affiliates to make any payment that is not fully indemnified by the Indemnifying Party under this Agreement or to be subject to any non-monetary remedy. Subject to the Indemnifying Party's control rights, as specified herein, the Indemnitees may participate in such investigation and defense, at their own expense. Following the provision of notices to the Indemnifying Party, until such time as an Indemnifying Party has undertaken the defense of any Third-Party Claim as provided herein, such Indemnitee shall control the investigation and defense or settlement thereof, without prejudice to its right to seek indemnification hereunder and any fees and expenses of the Indemnitee that are incurred in connection therewith prior to the date the Indemnifying Party has undertaken the defense shall be borne by the Indemnifying Party.

(c) If an Indemnitee reasonably determines that there may be legal defenses available to it that are different from or in addition to those available to its Indemnifying Party which make it inappropriate for the Indemnifying Party to undertake the defense or settlement thereof, then such Indemnifying Party shall not be entitled to undertake the defense or settlement of such Third-Party Claim, and counsel for the Indemnifying Party shall be entitled to conduct the defense of such Indemnifying Party and counsel for the Indemnitee (selected by the Indemnitee) shall be entitled to conduct the defense of such Indemnitee, in which case the reasonable fees, costs and expenses of such counsel for the Indemnitee (but not more than one separate firm of attorneys (in addition to reasonably necessary local counsel(s), if any) reasonably satisfactory to the Indemnifying Party) shall be paid by such Indemnifying Party, it being understood that both such counsel shall cooperate with each other to conduct the defense or settlement of such Third-Party Claim as efficiently as possible.

(d) In no event shall an Indemnifying Party be liable for the fees and expenses of more than one separate firm of attorneys for all Indemnitees (in addition to reasonably necessary local counsel(s) and its own counsel, if any) in connection with any one Litigation Matter, or separate but similar or related Litigation Matters, in the same jurisdiction arising out of the same general allegations or circumstances.

(e) If the Indemnifying Party undertakes the defense or settlement of a Third-Party Claim, (x) the Indemnifying Party shall keep the Indemnitee reasonably informed of the status of, and all material developments related to or in connection with, such Third-Party Claim and shall provide the Indemnitee with reasonable access to all written, and summaries of all oral, correspondence, drafts of settlements agreements, court filings and all other notices and documents received or transmitted by the Indemnifying Party relating to such Third-Party Claim and (y) the Indemnitee shall make available to the Indemnifying Party and its counsel all information and documents reasonably available to it which relate to any Third-Party Claim, and otherwise cooperate, at the Indemnifying Party's expense, as may reasonably be required in connection with the investigation, defense and settlement thereof, subject to the terms and conditions of a mutually acceptable joint defense agreement. In the event the Indemnitee is undertaking the defense or settlement of a Third-Party Claim, the Indemnifying Party shall make available to the Indemnitee and its counsel all information and documents reasonably available to it which relate to any Third-Party Claim, and otherwise cooperate as may reasonably be required in connection with the investigation, defense and settlement thereof, subject to the terms and conditions of a mutually acceptable joint defense agreement.

Section 6.5 Reductions for Insurance Proceeds. The amount that any Indemnifying Party is or may be required to pay to any Indemnitee pursuant to this ARTICLE VI shall be reduced (retroactively or prospectively, as applicable) by any insurance proceeds in respect of the related Indemnifiable Losses (net of all costs of recovery, including deductibles, co-payments or other payment obligations (excluding premiums)) solely to the extent actually received by the Indemnitee. The existence of a claim or a potential claim by an Indemnitee for insurance in respect of any Indemnifiable Loss shall not, however, delay or reduce any payment pursuant to the indemnification provisions contained herein and otherwise determined to be due and owing by an Indemnifying Party. Notwithstanding any other provisions of this Agreement, it is the intention of the Parties hereto that no insurer shall be (x) entitled to a benefit it would not be entitled to receive in the absence of the foregoing indemnification provisions or (y) relieved of the responsibility to pay any claims for which it is obligated. If an Indemnitee shall have received the payment required by this Agreement from an Indemnifying Party in respect of any Indemnifiable Losses and shall subsequently actually receive insurance proceeds in respect of such Indemnifiable Losses, then such Indemnitee shall hold such insurance proceeds in trust for the benefit of such Indemnifying Party and shall pay to such Indemnifying Party a sum equal to the amount of such insurance proceeds actually received (net of all costs of recovery, including deductibles, co-payments or other payment obligations and without interest), up to the aggregate amount of any payments received from such Indemnifying Party pursuant to this Agreement in respect of such Indemnifiable Losses.

Section 6.6 Direct Claims. Any claim on account of an Indemnifiable Loss that does not result from a Third-Party Claim shall be asserted by written notice given by the Indemnitee to the Indemnifying Party. Such Indemnifying Party shall have a period of thirty (30) days after the receipt of such notice within which to respond thereto. If such Indemnifying Party does not respond within such thirty (30)-day period, such Indemnifying Party shall be deemed to have refused to accept responsibility to make such payment. If such Indemnifying Party does not respond in such thirty (30)-day period or rejects such claim in whole or in part, the Indemnitee shall be free to pursue such remedies as may be available to such party as contemplated by this Agreement and the other Transaction Agreements.

Section 6.7 Joint Defense and Cooperation. With respect to any Third-Party Claim in which both Harbor and Spinco are, or reasonably may be expected to be, named as parties, or that otherwise implicates both Harbor and Spinco in a material fashion, the Parties shall reasonably cooperate with respect to such Third-Party Claim and if the Parties agree, maintain a joint defense in a manner that will preserve applicable privileges.

## ARTICLE VII

### ADDITIONAL COVENANTS

Section 7.1 Intercompany Agreements; Settlement of Intercompany Payables and Receivables. Except for the Transaction Agreements, payment obligations outstanding as of the Distribution Date with respect to commercial transactions, agreements entered into after the date hereof that are expressly permitted under, or entered into with the prior written consent of Voyager pursuant to, Section 6.1(l) (“Affiliate Transactions”) of the Merger Agreement, or as set forth on Section 7.1 of the Disclosure Letter, any agreements entered into pursuant to any Contract or other arrangement, formal and informal (including with respect to intercompany cash balances and accounts and notes payable), between any member of the Harbor Group, on the one hand, and any member of the Spinco Group, on the other hand, in existence as of the Distribution Date (any such agreement, other than, for the avoidance of doubt, the Tax Matters Agreement, the Employee Matters Agreement and any other agreement entered into in connection with the Transactions, an “Intercompany Agreement”), (i) in the case of commercial arrangements, shall be terminable by Harbor or Spinco at any time after the Distribution on reasonable prior written notice and (ii) in the case of any other arrangements, shall terminate as of the close of business on the day prior to the Distribution Date. No such terminated Intercompany Agreement (including any provision thereof that purports to survive termination) shall be of any further force or effect from and after the Distribution Date and, subject to the exceptions in clauses (i) and (ii) of the following sentence, all parties thereto shall be released from all Liabilities thereunder. From and after the Distribution Date, no member of either Group shall have any rights or Liabilities under any such terminated Intercompany Agreement with any member of the other Group, except (i) as specifically provided herein or in the other Transaction Agreements and (ii) any Liability of a member of either Group arising out of a breach by such member prior to the date of termination of any commercial Intercompany Agreement. On or prior to the date that is thirty (30) days after the Closing Date, each of Harbor and Spinco shall settle and pay all intercompany receivables, payables or loans (other than receivables, payables and loans otherwise specifically provided for under this Agreement or under any other Transaction Agreement, and other than payables created or required hereby or by any other Transaction Agreement), if any, in respect of commercial transactions that exist as of the Closing Date.

Section 7.2 Assignment of Employee Restrictive Covenant Agreements. Prior to the Distribution Date, solely to the extent necessary with respect to Restrictive Covenant Agreements to which (a) Harbor or (b) any Subsidiary of Harbor that is not a member of the Spinco Group is a party, Harbor shall, or shall cause a Harbor Subsidiary to, execute a form of global assignment reasonably satisfactory to Voyager with respect to the assignment to Spinco or another member of the Spinco Group designated by Voyager of all of the agreements to which a Spinco Group Employee is a party and that contain restrictive covenants related to confidentiality, ownership of intellectual property, non-competition or non-solicitation (each, a “Restrictive Covenant Agreement”), which form of global assignment will provide that (i) all references to the assigning party under each Restrictive Covenant Agreement shall be deemed to be references to the assignee and (ii) the assigning party waives any and all rights it may have against the Spinco Group Employee that are subject to such Restrictive Covenant Agreement. Notwithstanding the provisions set forth in this Section 7.2, Harbor and each applicable Harbor Subsidiary shall retain all rights under each applicable Restrictive Covenant Agreement to assert a claim with respect to the breach of any such restrictive covenant or the ownership of any such intellectual property to the extent related to the Harbor Business, the Excluded Assets or the Excluded Liabilities.

Section 7.3 Guarantee Obligations and Liens.

(a) Harbor and Spinco shall, upon Harbor’s or Voyager’s request, cooperate, and shall cause their respective Groups to cooperate and use their respective reasonable best efforts to: (x) terminate, or

cause Spinco, or the appropriate member of the Spinco Group, to be substituted in all respects for Harbor or the applicable member of the Harbor Group in respect of, all obligations of any member of the Harbor Group under any Spinco Liabilities identified by Harbor for which such member of the Harbor Group may be liable, as guarantor, original tenant, primary obligor or otherwise (including Spinco Liabilities under any Financial Instrument) (“Harbor Guarantees”), and (y) terminate, or cause reasonably comparable substitute Spinco Assets to be substituted in all respects for any Excluded Assets in respect of, any liens or Encumbrances identified by Harbor on Excluded Assets which are securing any Spinco Liabilities. If such a termination or substitution is not effected by the Distribution Date, without the prior written consent of Harbor, from and after the Distribution Date, Spinco shall not, and shall not permit any member of the Spinco Group to, renew or extend the term of, increase its obligations under, or transfer to a third party, any loan, lease, contract or other obligation for which a member of the Harbor Group is or may be liable or for which any Excluded Asset is or may be encumbered unless all obligations of the Harbor Group and all Encumbrances on any Excluded Asset with respect thereto are thereupon terminated by documentation reasonably satisfactory in form and substance to Harbor. Notwithstanding anything to the contrary herein, any action contemplated by this Section 7.3(a) shall be taken at Harbor’s sole cost and expense, and Harbor shall reimburse Spinco for any reasonable out-of-pocket costs and expenses incurred by it or any member of the Spinco Group following the Effective Time in connection with the release of Harbor Guarantees as contemplated by this Section 7.3(a). Spinco further agrees that to the extent Harbor or any of its Affiliates incurs any Losses in connection with such Harbor Guarantees on or after the Distribution Date, Spinco shall indemnify, defend and hold harmless Harbor against, and reimburse Harbor for, any and all Losses, including costs or expenses in connection with such Harbor Guarantees, including Harbor’s expenses in maintaining such Harbor Guarantees, whether or not any such Harbor Guarantee is drawn upon or required to be performed, and shall in any event promptly reimburse Harbor to the extent any Harbor Guarantee is called upon and Harbor or any of its Affiliates incurs any Losses in connection with the Harbor Guarantees; provided that, the foregoing indemnity shall not apply with respect to any out-of-pocket cost or expense to be borne by Harbor, as described in this Section 7.3(a).

(b) Harbor and Spinco shall, upon Spinco’s or Voyager’s request, cooperate, and shall cause their respective Groups to cooperate and use their respective reasonable best efforts to: (x) terminate, or cause a member of the Harbor Group to be substituted in all respects for any member of the Spinco Group in respect of, all obligations of any member of the Spinco Group under any Excluded Liabilities for which such member of the Spinco Group may be liable, as guarantor, original tenant, primary obligor or otherwise (including Excluded Liabilities under any Financial Instrument) (“Spinco Guarantees”), and (y) terminate, or cause reasonably comparable substitute Excluded Assets to be substituted in all respects for any Spinco Assets in respect of, any liens or Encumbrances on Spinco Assets which are securing any Excluded Liabilities. Notwithstanding anything to the contrary herein, all actions contemplated by this Section 7.3(b) shall be taken at Harbor’s sole cost and expense. Harbor further agrees that to the extent Spinco or any of its Affiliates incurs any Losses in connection with such Spinco Guarantees on or after the Effective Time, Harbor shall indemnify, defend and hold harmless Spinco against, and reimburse Spinco for, any and all Losses, and shall in any event promptly reimburse Spinco to the extent any Spinco Guarantee is called upon and Spinco or any of its Affiliates incurs any Losses in connection with the Spinco Guarantees.

(c) Following the date hereof, (i) Harbor will use its reasonable best efforts (and Spinco will cooperate with Harbor) to identify to Voyager and Spinco any items described in clauses (x) and (y) of each of (a) and (b) for purposes of termination or substitution of such items, and (ii) Harbor shall not, and shall cause each member of the Harbor Group and the Spinco Group not to, enter into any additional Harbor Guarantees or Spinco Guarantees, in each case, without Voyager’s prior written consent, after disclosure of the terms and conditions thereof to Voyager or Spinco (as the case may be), and provided that any such Harbor Guarantees or Spinco Guarantees shall be subject to the terms of this Section 7.3.

For the avoidance of doubt, Harbor shall not be required to bear any third party fees (other than out-of-pocket expenses of advisors and other similar out-of-pocket expenses incurred in seeking any such Consent or approval) that may be required in connection with obtaining any third-party Consents or approvals of Governmental Authorities relating to the termination or substitution of any Harbor Guarantees or Spinco Guarantees.

Section 7.4 Insurance.

(a) From and after the Distribution Time, the Spinco Group and the Spinco Business shall cease to be insured by and will have no rights with respect to any Policies. For the avoidance of doubt, Harbor shall retain all rights to control its Policies, including the right to exhaust, settle, release, commute, buy back or otherwise resolve disputes with respect to any of its Policies notwithstanding whether any such Policies apply to any Liabilities of any member of the Spinco Group, and this Agreement is not intended as an attempted assignment of any policy of insurance or as a contract of insurance and shall not be construed to waive any right or remedy of any member of the Harbor Group in respect of any insurance policy or any other contract or policy of insurance. Spinco shall be responsible for securing all insurance policies that it considers appropriate for the Spinco Business and the operation thereof by the Spinco Group and for promptly providing evidence thereof, as may be required, to third parties under any Contract. Spinco agrees to arrange for its own insurance policies with respect to the Spinco Business and the Spinco Group covering all periods. Spinco agrees, on behalf of itself and each member of the Spinco Group, from and after the Distribution Time, not to seek through any means to benefit from and not to assert any right, claim or interest in, to or under, any Policies of any member of the Harbor Group, except as permitted under Section 7.4(a).

(b) Notwithstanding any other provision of this Agreement, including Section 7.4(a), from and after the Distribution Date, (i) Harbor will use its reasonable best efforts, at Spinco's request, to assert, maintain or settle claims on behalf of Spinco and the Spinco Subsidiaries for any Loss, Liability or damage identified by Spinco with respect to the Spinco Business, Spinco Assets or Spinco Liabilities under Policies with third-party insurers which are "occurrence-based" insurance policies ("Occurrence Basis Policies") arising out of insured incidents occurring from the date coverage thereunder first commenced until the Distribution to the extent that the terms and conditions of any such Occurrence Basis Policies and agreements relating thereto so allow and (ii) Harbor will use reasonable best efforts to assist Spinco to pursue and settle claims with respect to the Spinco Business, Spinco Assets or Spinco Liabilities that were reported to third-party insurers according to the terms and conditions of Policies written on a "claims-made" basis ("Claims Made Policies") prior to the Distribution; provided that (A) all of Harbor's and each Harbor Subsidiary's reasonable out-of-pocket costs and expenses incurred in connection with the foregoing are promptly paid by Spinco (it being agreed that Harbor will not incur material expenditures above reasonable amounts specified by Spinco unless authorized by Spinco; provided, further that Harbor shall not be required to take any action referred to in this Section 7.4(b) until it has received such authorization and agreed the amounts are reasonable), (B) Harbor and the Harbor Subsidiaries may, at any time, without liability or obligation to Spinco or any Spinco Subsidiary, amend, commute, terminate, buy out, extinguish liability under or otherwise modify any Occurrence Basis Policies (and such claims shall be subject to any such amendments, commutations, terminations, buy-outs, extinguishments and modifications), in each case provided that such modifications are not discriminatory with respect to the Spinco Assets or Spinco Liabilities, and (C) any such claim will be subject to all of the terms and conditions of the applicable Policy.

(c) In the event that after the Distribution Date, Harbor or any Harbor Subsidiary proposes to amend, commute, terminate, buy-out, extinguish liability under or otherwise modify any Policies under which Spinco has rights to assert claims pursuant to Section 7.4(a) in a manner that would adversely affect to a material degree any such rights of the Spinco Group, Harbor will (i) give Spinco prior written

notice thereof (it being understood that the decision to take any such action will be in the sole discretion of Harbor) and (ii) pay to Spinco its equitable share (which shall be determined by Harbor and Spinco in good faith based on the amount of premiums paid or allocated to the Spinco Business in respect of the applicable Policy) of any net proceeds actually received by Harbor from the insurer under the applicable Policy as a result of such action by Harbor (after deducting Harbor's reasonable costs and expenses incurred in connection with such action).

(d) This Agreement is not intended as an attempted assignment of any policy of insurance or as a contract of insurance and shall not be construed to waive any right or remedy of any member of the Harbor Group in respect of any insurance policy or any other contract or policy of insurance.

(e) Harbor's obligation to use its reasonable best efforts to assist the Spinco Group in asserting claims under applicable Policies will include using reasonable best efforts in assisting Spinco to establish its right to coverage under such Policies (including, submitting such claim on behalf of the Spinco Group, acting as the direct contact with the applicable insurer and using its reasonable best efforts to obtain the written consent of each of its insurance companies, in each case, as necessary or reasonably requested by the Spinco Group in connection with the exercise of its rights under this Section 7.4). Harbor agrees to use its reasonable best efforts to recover Losses or to assist Spinco in connection with any efforts by the Spinco Group to recover Losses, as the case may be, under any Policy with respect to the Spinco Business for incidents occurring prior to the Distribution Date; provided that all of Harbor's reasonable out-of-pocket costs and expenses incurred in connection with the foregoing are promptly paid by Spinco and it being agreed that Harbor will not incur material expenditures above reasonable amounts specified by Spinco unless authorized by Spinco.

(f) Except as otherwise agreed under Section 6.11 of the Merger Agreement, if an extended reporting period for any Claims Made Policies issued by any third-party insurer is available for Harbor to purchase for insured incidents occurring prior to the Distribution, Harbor will give Spinco prompt written notice thereof, which notice shall include a summary of the terms under which such extended reporting period can be purchased, and Spinco shall have twenty (20) Business Days after delivery of such notice to request that such extended reporting period be purchased. Unless Harbor receives such a request from Spinco during such twenty (20)-Business Day period, Harbor shall not cause to be purchased an extended reporting period with respect to such insurance for the benefit of Spinco and the Spinco Subsidiaries as insureds and Harbor shall have no further responsibility with respect to any extended reporting period with respect to such insurance.

(g) The obligations of Harbor and its Subsidiaries under this Section 7.4 shall terminate on the date that is fifteen (15) months after the Effective Time.

(h) Nothing in this Section 7.4 will be construed to limit or otherwise alter in any way the indemnity obligations of the Parties to this Agreement, including those created by this Agreement or the other Transaction Agreements, by operation of Law or otherwise. For the avoidance of doubt, without limiting any obligations under the Employee Matters Agreement, this Section 7.4 is not intended to create any obligation of any Party in respect of any Policy maintained by any member of the Harbor Group to satisfy claims for benefits under any Spinco Benefit Plans.

Section 7.5 Further Assurances. In addition to the actions specifically provided for elsewhere in this Agreement, the Parties shall use their respective reasonable best efforts to take, or cause to be taken, all actions, and to do, or cause to be done, all things reasonably necessary, proper or advisable under applicable Laws, regulations and agreements to consummate and make effective the transactions contemplated by this Agreement and the Transaction Agreements (including all actions contemplated to be taken from time to time after the Distribution Date, which shall be taken at the expense of the Party

taking such action and for no further consideration from any other Party or its Affiliates (except as otherwise expressly provided in this Agreement)). Without limiting the foregoing, the Parties shall cooperate with the other Parties, and execute and deliver, or use their respective reasonable best efforts to cause to be executed and delivered, all instruments, and to make all filings with, and to obtain all consents, approvals or authorizations of, any Governmental Authority or any other Person under any permit, license, agreement, indenture or other instrument, and take all such other actions as a Party (as the case may be) may reasonably be requested to take by another Party from time to time, consistent with the terms of this Agreement and the other Transaction Agreements, in order to effectuate the provisions and purposes of this Agreement.

Section 7.6 Other Trademark Matters.

(a) Spinco hereby acknowledges that all right, title and interest in, to and under, the Harbor Marks are owned exclusively by Harbor or its Subsidiaries (other than any member of the Spinco Group) and that, except as set forth in Section 7.6(b), any and all right of the Spinco Group to use any Harbor Marks shall terminate as of the Distribution Date and shall immediately revert to Harbor and its Subsidiaries, along with any and all goodwill associated therewith. Upon the Closing, to the extent Spinco or any Spinco Subsidiary owns any right, title or interest in the Harbor Marks (including any such rights arising from the use of the Harbor Marks in connection with operating the Spinco Business), Spinco shall cause the Spinco Subsidiaries to assign to Harbor all of their right, title and interest in and to the Harbor Marks, together with all goodwill associated therewith.

(b) It is understood that Spinco and its Subsidiaries shall continue to have the right to use the Harbor Marks to advertise and sell the Inventory that displays the Harbor Marks as of the Effective Time and is included in the Spinco Assets, as well as any products, supplies, parts and other inventory that are purchased by Spinco or its Subsidiaries pursuant to purchase orders dated prior to the Effective Time that remain unfulfilled as of the Effective Time (such Inventory, products, supplies, parts and other inventory, "Existing Products"), solely in the ordinary course of business consistent with past practice. In the effort to provide for an orderly phase-out of Harbor Marks, Spinco and its Subsidiaries also will have the right to use the Harbor Marks to advertise and sell products, supplies, parts and other inventory that are identical to Existing Products and purchased by Spinco and its Subsidiaries pursuant to new purchase orders placed during the thirty day (30) period following the Effective Time, solely in the ordinary course of business consistent with past practice, and shall have one hundred eighty (180) days following the Effective Time to remove the Harbor Marks and, upon one hundred eighty (180) days prior written notice from Harbor or its Subsidiaries, any other registered Trademark that is owned by Harbor or its Subsidiaries (excluding any member of the Spinco Group) and is an Excluded Asset, from existing signs, letterhead, marketing materials and other branded materials currently used in connection with the Spinco Business. Further, within ninety (90) days following the Closing Date, Spinco shall change the name of Spinco and all of the Spinco Subsidiaries to another name that excludes all Harbor Marks; provided, however, in the event that Spinco is unable to complete such name change within such ninety (90) day period despite reasonable best efforts, Spinco shall be granted an extension of time for an additional ninety (90) days. Spinco shall promptly deliver to Harbor any relevant documentation evidencing such name change, including any name change amendment and name change notice filed with or submitted to any Governmental Authority in each jurisdiction in which Spinco or the applicable Spinco Subsidiary is qualified to do business.

(c) Any and all goodwill generated by the use of the Harbor Marks under Section 7.6(b) shall inure solely to the benefit of Harbor and its Subsidiaries (excluding Spinco and its Subsidiaries). In any event, in connection with using the Harbor Marks as set forth in this Section 7.6, Spinco and its Subsidiaries shall operate the Spinco Business maintaining a standard of quality for products and services comparable to that used in the Spinco Business prior to the Closing Date and shall not use the Harbor

Marks in any manner that would reasonably be expected to damage or tarnish the reputation of Harbor or its Affiliates or the goodwill associated with the Harbor Marks.

(d) Except for any claim that the use of the Harbor Marks in accordance with the terms and conditions of this Section 7.6 infringes, misappropriates or otherwise violates the Intellectual Property of a third party, Spinco agrees: (A) that Harbor and its Affiliates shall have no responsibility for claims by, or Losses or Liabilities of, third parties arising out of, or relating to, (i) the use by Spinco or any of its Subsidiaries of the Harbor Marks or (ii) the advertising or sale by or on behalf of Spinco or any of its Subsidiaries of any products, supplies, parts or other inventory under the Harbor Marks, in each case, in violation of or outside the scope contemplated by this Section 7.6; and (B) that in addition to any and all other available remedies, Spinco shall indemnify and hold harmless Harbor and its Affiliates, and their officers, directors, employees, agents, successors and assigns, from and against any and all such claims, Losses or Liabilities that may arise out of the use of the Harbor Marks by Spinco or any of its Subsidiaries in violation of or outside the scope permitted by this Section 7.6.

#### Section 7.7 Other Intellectual Property Matters.

(a) Effective as of the Closing Date and excluding any Trademarks and Domain Names:

(i) Harbor does hereby, and shall cause its Subsidiaries to, grant to Spinco a perpetual, irrevocable, worldwide, non-terminable, non-sublicenseable (except as set forth within Section 7.7(a)(iv)), non-transferable (except as set forth within Section 7.7(a)(v)), non-exclusive, royalty free license under (A) all the Intellectual Property (other than Copyrights) owned by Harbor or its Subsidiaries (excluding Spinco and its Subsidiaries) as of the Closing and used in and necessary to the operation of the Spinco Business as of the Closing, to make, have made, use, offer for sale, sell and import products and services currently sold or provided by the Spinco Business as of the Closing Date (and any natural extensions of such products and services) and (B) all Copyrights owned by Harbor or its Subsidiaries as of the Closing and used in and necessary to the operation of the Spinco Business as of the Closing, to reproduce, make derivative works, distribute, perform, display and otherwise use and exploit the tangible embodiments of such Copyrights in connection with the activities covered in the foregoing Section 7.7(a)(i)(A).

(ii) Section 7.7(a)(i) shall not obligate Harbor or its Subsidiaries to deliver any further information or tangible materials to Spinco or its Affiliates beyond that set forth elsewhere in this Agreement.

(iii) All Trade Secrets, licensed pursuant to Section 7.7(a)(i) shall be treated as "Confidential Information" pursuant to the terms of Section 6.15 of the Merger Agreement and shall be subject to Section 8.5.

(iv) Spinco may sublicense the rights contained within Section 7.7(a)(i) without the prior written consent of Harbor solely to its Subsidiaries, distributors of products and services sold or provided by the Spinco Business and to customers and end users of products and services sold or provided by the Spinco Business (but only to the extent necessary for such customers' and end users' use of such products and services), in each case only in the ordinary course of business and in a manner consistent with Harbor's past practice, but in any event subject to confidentiality obligations substantially similar to those of the Confidentiality Agreement.

(v) Spinco and its Subsidiaries shall not assign the rights contained within Section 7.7(a)(i) without the prior written consent of Harbor; provided, however, that



Spinco may assign such rights solely in whole without the prior written consent of Harbor in connection with any merger, public offering, consolidation, reorganization, or sale of substantially all of the assets of Spinco.

(b) Effective as of the Closing Date and excluding any Trademarks and Domain Names:

(i) Spinco does hereby, and shall cause the Spinco Subsidiaries to, grant to Harbor a perpetual, irrevocable, worldwide, non-terminable, non-sublicenseable (except as set forth within Section 7.7(b)(iv)), non-transferable (except as set forth within Section 7.7(b)(v)), non-exclusive, royalty free license under (A) all the Intellectual Property (other than Copyrights) included in the Spinco Intellectual Property and used in and necessary to the operation of the Harbor Business as of the Closing, to make, have made, use, offer for sale, sell and import products and services currently sold or provided by the Harbor Business as of the Closing Date (and any natural extensions of such products and services) and (B) all Copyrights included in the Spinco Intellectual Property and used in and necessary to the operation of the Harbor Business as of the Closing, to reproduce, make derivative works, distribute, perform, display and otherwise use and exploit the tangible embodiments of such Copyrights, in each case in connection with the activities covered in Section 7.7(b)(i)(A).

(ii) Section 7.7(b)(i) shall not obligate Spinco or its Subsidiaries to deliver any further information or tangible materials to Harbor or its Affiliates beyond that set forth elsewhere in this Agreement.

(iii) All Trade Secrets licensed pursuant to Section 7.7(b)(i) shall be treated as "Confidential Information" pursuant to the terms of the Section 6.15 of the Merger Agreement and shall be subject to Section 8.5.

(iv) Harbor may sublicense the rights contained within Section 7.7(b)(i) without the prior written consent of Spinco solely to its Subsidiaries, distributors of products and services sold or provided by the Harbor Business and to customers and end users of products and services sold or provided by the Harbor Business (but only to the extent necessary for such customers' and end users' use of such products and services), in each case only in the ordinary course of business and in a manner consistent with Harbor's past practice, but in any event subject to confidentiality obligations substantially similar to those of the Confidentiality Agreement.

(v) Harbor and its Subsidiaries shall not assign the rights contained within Section 7.7(b)(i) without the prior written consent of Harbor; provided, however, that Harbor may assign such rights solely in whole, or in part, without the prior written consent of Spinco in connection with any merger, public offering, consolidation, reorganization, or sale of substantially all of the assets of Harbor, any of its Subsidiaries or their respective businesses.

#### Section 7.8 Board Members and Committee Members.

(a) The members of the board of directors of Spinco (and of the committees thereof) and the Chief Executive Officer of Spinco from and after the Effective Time shall be determined in the manner set forth on Section 7.8(a) of the Disclosure Letter (as it may be amended after the date hereof by the written consent of Harbor and Voyager). Such persons shall serve until their successors have been duly elected or appointed and qualified or until their earlier death, resignation or removal in accordance with Spinco's certificate of incorporation and by-laws then in effect. Harbor and Voyager intend that the Spinco corporate governance guidelines will contain the provisions related to director resignation that are mutually agreed by the Parties in good faith and adopted prior to the Effective Time.

(b) Harbor and Voyager intend that the Chairman, the Lead Outside Director and the members and chairperson of each of the Compensation Committee, Audit Committee and Nominating and Corporate Governance Committee of Spinco will be as set forth on Section 7.8(b) of the Disclosure Letter (as it may be amended after the date hereof by the written consent of Harbor and Voyager). The Registration Statement will name such persons as the initial members and chairperson of each of the Compensation Committee, Audit Committee and Nominating and Corporate Governance Committee of Spinco. In the event that, prior to the Distribution Date, any of the individuals set forth on Section 7.8(a) of the Disclosure Letter or Section 7.8(b) of the Disclosure Letter no longer agree, or can no longer, to serve in their designated capacity as a member of the board of directors and/or applicable committee, the Parties shall cooperate and consult with one another in good faith to determine mutually acceptable replacements for any such individuals. In addition, the certificate of incorporation and by-laws of Spinco shall be amended prior to the Effective Time to incorporate provisions embodying the features set forth in Section 7.8(c) of the Disclosure Letter.

(c) Harbor and Voyager shall mutually select the executive officers (other than the Chief Executive Officer) of Spinco promptly following the date hereof.

## ARTICLE VIII

### ACCESS TO INFORMATION

Section 8.1 Provision of Information. Notwithstanding anything herein to the contrary and subject to the restrictions for Privileged Information or Confidential Information set forth herein and any appropriate restrictions for Personal Information, the Parties agree that the obligation of Harbor to deliver Information (excluding any Intellectual Property related thereto) that is part of the Spinco Assets to Spinco from and after the Distribution will be governed by this ARTICLE VIII. Subject to the terms of this ARTICLE VIII:

(a) Prior to or as promptly as practicable following the Distribution Date, Harbor shall deliver to Spinco at the address specified for notices to Voyager in Section 10.2 below (or to such other address in the continental United States as may be designated by Voyager to Harbor no less than ten (10) days prior to the Distribution Date), (i) complete copies of the Information constituting Spinco Assets that are continuing property records, (ii) accurate copies of the Information constituting or concerning Spinco Assets and Spinco Liabilities that is contained in the Dataroom which Voyager has had access prior to the date hereof, together with such other information to be made available between the date hereof and the Distribution Date in the Dataroom, and such additional Information constituting or concerning Spinco Assets and/or Spinco Liabilities that is in the same general categories as the existing Information in the Dataroom and is added to the Dataroom by Harbor (using reasonable best efforts to do so) immediately prior to the Distribution Date and (iii) minute books and organizational documents of Spinco and the Spinco Subsidiaries.

(b) Following the Distribution Date until the sixth anniversary thereof and except in connection with any dispute among Harbor and any of its Subsidiaries, on the one hand, and Spinco and any of its Subsidiaries, on the other hand (which shall be governed by such discovery rules as may be applicable thereto), Harbor shall deliver or make available to Spinco from time to time, upon the reasonable request of Spinco, Information in Harbor's possession and not provided pursuant to Section 8.1(a) relating directly or primarily to the Spinco Assets, the Spinco Business or the Spinco Liabilities, including, in each case, all: (i) Contracts, (ii) litigation files and (iii) all other Information that constitutes Spinco Assets or relates directly to any Spinco Liability, in each case to the extent they are material to the conduct of the Spinco Business following the Distribution Date. Harbor also will cooperate with Spinco to accommodate Spinco's reasonable requests from time to time following the

Distribution Date for other Information relating directly or primarily to the Spinco Assets, the Spinco Business or the Spinco Liabilities. Subject to Section 8.5, Harbor may retain complete and accurate copies of such Information. Harbor shall maintain all such Information consistently with Harbor's ordinary course document retention policies except to the extent that any such Information has already been provided to Spinco or has been offered to and declined by the Spinco and in accordance with Section 8.4 following the Distribution Date. The out of pocket costs and expenses incurred in the identification, isolation and provision of Information to the Spinco Group (and in the case of any Information provided pursuant to the second sentence of this paragraph, a reasonable internal cost allocation) shall be paid for (i) by the Spinco Group if incurred after the Effective Time and (ii) by Harbor if incurred prior to the Effective Time. Information shall be provided as promptly as practicable upon request by Spinco and with due regard for other commitments of Harbor personnel and the materiality of the information to Spinco (including the need to comply with any legal or regulatory requirement of any Governmental Authority).

(c) Notwithstanding anything in this Agreement to the contrary, Harbor and its Subsidiaries shall not be required to provide access, retain, deliver or disclose Information, where such access, retention, delivery or disclosure would conflict with any (i) Law (including Privacy and Information Security Requirements) or Order applicable to Harbor or any of its Subsidiaries or the assets, information or operation of the Harbor Business or the Spinco Business, (ii) Contract to which Harbor or any of its Subsidiaries is a party or by which any of the assets or properties of Harbor or any of its Subsidiaries is bound, (iii) Consent previously given by any natural person relating to the collection, acquisition, storage, protection, use, disclosure, transfer or any other processing (as defined by any applicable Law) of data (including Personal Information), or (iv) result in the disclosure of competitively sensitive information; provided, that Harbor and its Subsidiaries shall have used reasonable best efforts to provide such access or make such disclosure in a form or manner that would not conflict with any such Law, Order, Contract, Consent or other obligation. Notwithstanding anything in this Agreement to the contrary, (x) the provision of returns and other Information relating to Tax matters shall be governed exclusively by the Tax Matters Agreement and to the extent specifically provided therein, the Merger Agreement, and not this Agreement, and (y) the provision of Information relating to personnel and personnel matters will be governed by the Employee Matters Agreement and, to the extent applicable, the Merger Agreement, and not this Agreement unless (and to the extent) explicitly provided for in the Employee Matters Agreement.

#### Section 8.2 Privileged Information.

(a) Each Party acknowledges that: (i) each of Harbor and Spinco (and the members of the Harbor Group and the Spinco Group, respectively) has or may obtain Privileged Information; (ii) there are or may be a number of Litigation Matters affecting each or both of Harbor and Spinco; (iii) both Harbor and Spinco have a common legal interest in Litigation Matters, in the Privileged Information and in the preservation of the confidential status of the Privileged Information, in each case relating to the pre-Distribution Spinco Business or Harbor Business or, in the case of the Spinco Group, relating to or arising in connection with the relationship among Harbor and its Subsidiaries on or prior to the Distribution Date; and (iv) both Harbor and Spinco intend that the transactions contemplated hereby and by the Merger Agreement and the other Transaction Agreements and any transfer of Privileged Information in connection therewith shall not operate as a waiver of any potentially applicable privilege.

(b) Each of Harbor and Spinco agrees, on behalf of itself and each member of the Group of which it is a member, not to disclose or otherwise waive any privilege attaching to any Privileged Information relating to the pre-Distribution Spinco Business or Harbor Business, as applicable, or, in the case of the Spinco Group, relating to or arising in connection with the relationship among Harbor and its Subsidiaries on or prior to the Distribution Date, without providing prompt written notice to and obtaining the prior written consent of the other Party, which consent shall not be unreasonably withheld,

conditioned or delayed and shall not be withheld, conditioned or delayed if the other Party certifies that such disclosure is to be made in response to a likely threat of suspension or debarment or similar action; provided, that Spinco and Harbor shall not be required to give any such notice or obtain any such consent and may make such disclosure or waiver with respect to Privileged Information if such Privileged Information relates solely to the pre-Distribution Spinco Business or Harbor Business, respectively. In the event of a disagreement between any member of the Harbor Group and any member of the Spinco Group concerning the reasonableness of withholding such consent, no disclosure shall be made prior to a resolution of such disagreement by a court of competent jurisdiction, provided that the limitations in this sentence shall not apply in the case of disclosure required by Law and so certified as provided in the first sentence of this paragraph.

(c) Upon any member of the Harbor Group or any member of the Spinco Group receiving any subpoena or other compulsory disclosure notice from a court or other Governmental Authority which requests disclosure of Privileged Information, in each case relating to pre-Distribution Spinco Business or Harbor Business, as applicable, or, in the case of the Spinco Group, relating to or arising in connection with the relationship among Harbor and its Subsidiaries on or prior to the Distribution Date, the recipient of the notice shall (to the extent consent is required in connection with the disclosure of such Privileged Information under paragraph (b) of this Section) as promptly as practicable provide to the other Group (following the notice provisions set forth herein) a copy of such notice, the intended response, and all materials or information relating to the other Group that might be disclosed and the proposed date of disclosure. In the event of a disagreement as to the intended response or disclosure, unless and until the disagreement is resolved as provided in paragraph (b) of this Section, the Parties shall cooperate to assert all defenses to disclosure claimed by either such Party's Group, and shall not disclose any disputed documents or information until all legal defenses and claims of privilege have been finally determined, except as otherwise required by a court order requiring such disclosure.

(d) Notwithstanding anything to the contrary herein, this Section 8.2 shall not apply to Information referred to in clauses (x) and (y) of Section 8.1(c).

Section 8.3 Production of Witnesses. Subject to Section 8.2, after the Distribution Date, each of Harbor and Spinco shall, and shall cause each member of its Group to, use its reasonable best efforts to make available to Spinco or Harbor or any member of the Spinco Group or of the Harbor Group, as the case may be, upon reasonable prior written request, such Group's directors, managers or other persons acting in a similar capacity, officers, employees and agents as witnesses to the extent that any such Person may reasonably be required in connection with any Litigation Matters, administrative or other proceedings in which the requesting Party may from time to time be involved and relating to the pre-Distribution Spinco Business or the Harbor Business, as applicable, or, in the case of the Spinco Group, relating to or in connection with the relationship among Harbor and its Subsidiaries on or prior to the Distribution Date. The out-of-pocket costs and expenses incurred in the provision of such witnesses (which shall not include the costs of salaries and benefits of employees who are witnesses or any pro rata portion of overhead or other costs of employing such employees which would have been incurred by such employees' employer regardless of the employees' service as witnesses) shall be paid by the Party requesting the availability of such persons; provided, the out of pocket costs and expenses incurred in the provision of such witnesses to the Spinco Group (including a reasonable internal cost allocation) shall be paid for by Spinco. In connection with any matter contemplated by this Section 8.3, the Parties will enter into a mutually acceptable joint defense agreement so as to maintain to the extent practicable any applicable attorney-client privilege, work product immunity or other applicable privileges or immunities of any member of any Group.

Section 8.4 Retention of Information. Except as otherwise agreed in writing, or as otherwise provided in the other Transaction Agreements, each of Harbor and Spinco shall, and shall cause each

member of its Group to, retain all Information (including any Confidential Information) in such Party's Group's possession or under its control, relating directly to the pre-Distribution business, Assets or Liabilities of the other Party's Group (such information "Retained Information") for so long as such Information is required to be retained pursuant to such Party's ordinary course document retention policies as of such time or such later date as may be required by Law (including any Privacy and Information Security Requirements), except that if, prior to the expiration of such period, any member of either Party's Group wishes to destroy or dispose of any such Retained Information that is at least five (5) years old, prior to destroying or disposing of any of such Retained Information, (a) the Party whose Group is proposing to dispose of or destroy any such Retained Information shall provide no less than thirty (30) days' prior written notice to the other Party, specifying the Retained Information proposed to be destroyed or disposed of, and (b) if, prior to the scheduled date for such destruction or disposal, the other Party requests in writing that any of the Retained Information proposed to be destroyed or disposed of be delivered to such other Party, the Party whose Group is proposing to dispose of or destroy such Retained Information promptly shall arrange for the delivery of the requested Retained Information to a location specified by, and at the expense of, the requesting Party. This Section 8.4 shall not apply to Information referred to in clauses (x) and (y) of Section 8.1(c).

#### Section 8.5 Confidentiality.

(a) The Parties acknowledge that in connection with the Transactions, the Parties have disclosed and will continue to disclose to each other Information, including Confidential Information. The Parties agree that, after the Effective Time, Information that constitutes a Spinco Asset shall be Information of Spinco for purposes of this Section 8.5 and Harbor shall be deemed a receiving party of such Information for purposes of this Section 8.5.

(b) Subject to Section 8.2, which shall govern Privileged Information, from and after the Distribution Date, the Parties shall hold, and shall cause each of their respective controlled Affiliates to hold, and each of the foregoing shall cause their respective Representatives to hold, in strict confidence, and not to disclose to any other Person (including without limitation by issuing a press release or otherwise making any public statement), use, for any purpose other than as expressly permitted pursuant to this Agreement, the Merger Agreement or the other Transaction Agreements, without the prior written consent of the other Party, any and all Confidential Information concerning the other Party or such Party's Subsidiaries; provided, that the Parties may disclose, or may permit disclosure of, Confidential Information (i) to their respective Representatives who have a need to know such information for auditing and other non-commercial purposes and are informed of their obligation to hold such information confidential to the same extent as is applicable to the Parties and in respect of whose failure to comply with such obligations, the applicable Party will be responsible, (ii) if the Parties or any of their respective controlled Affiliates are requested or required to disclose any such Confidential Information by oral questions, interrogatories, requests for information or other documents in legal proceedings, subpoena, civil investigative demand or any other similar process, or by other requirements of Law or stock exchange rule, (iii) as required in connection with any legal or other proceeding by one Party against any other Party, or (iv) as necessary in order to permit a Party to prepare and disclose its financial statements, or other required disclosures required by Law or such applicable stock exchange. Spinco and Harbor further agree to use reasonable best efforts (and to cause each of their respective controlled Affiliates to use reasonable best efforts) to safeguard such Confidential Information and to protect it against disclosure, misuse, espionage, loss and theft. Notwithstanding the foregoing, in the event that any demand or request for disclosure of Confidential Information is made pursuant to clause (ii) above, the Party subject to such demand or request, as applicable, shall provide the other with prompt written notice of any such request or requirement so that the other Party has an opportunity to seek a protective order or other appropriate remedy, which such Parties will cooperate in obtaining. In the event that such appropriate protective order or other remedy is not obtained, the Party whose Confidential Information is required to

be disclosed shall or shall cause the other applicable Party or Parties to furnish, or cause to be furnished, only that portion of the Confidential Information that is in the opinion of outside counsel necessary to be disclosed and shall use its reasonable best efforts to ensure confidential treatment is accorded to such disclosed information.

(c) If the Merger is not consummated, each Party shall promptly (i) deliver or cause to be delivered to any requesting Party (and if in electronic format, delete or destroy or cause to be deleted or destroyed) all Confidential Information furnished to it or to any of its Affiliates by such requesting Party and (ii) if specifically requested by such requesting Party, destroy any copies of such Confidential Information (including any extracts therefrom), unless such delivery or destruction would violate any Law. Upon the written request of such requesting Party, the Party subject to such request shall cause one of its duly authorized officers to certify promptly in writing to such requesting Party that all Confidential Information has been returned, destroyed or deleted as required by the preceding sentence.

(d) Harbor and Voyager acknowledge that they have previously executed the Confidentiality Agreement, which shall continue in full force and effect in accordance with its terms and that the provisions of this Section 8.5 are in furtherance of, and do not limit the obligations of, Harbor and Voyager under the Confidentiality Agreement.

(e) Notwithstanding anything to the contrary herein, this Section 8.5 shall not apply to (i) Information referred to in clauses (x) and (y) of Section 8.1(c) or (ii) any non-controlled Affiliate of either Party except to the extent such non-controlled Affiliate receives Confidential Information with respect to Spinco, Harbor, or any of their respective Subsidiaries, as applicable.

Section 8.6 Cooperation with Respect to Government Reports and Filings. Harbor, on behalf of itself and each member of the Harbor Group, agrees to provide any member of the Spinco Group, and Spinco, on behalf of itself and each member of the Spinco Group, agrees to provide any member of the Harbor Group, with such cooperation and Information (in each case, with respect to the Spinco Business only) as may be reasonably requested by the other in connection with the preparation or filing of any government report or other government filing contemplated by this Agreement or in conducting or responding to any other government proceeding relating to the pre-Distribution business of the Harbor Group or the Spinco Group, Assets or Liabilities of either Group or relating to or in connection with the relationship between the Groups on or prior to the Distribution Date. Such cooperation and Information shall include promptly forwarding copies of appropriate notices, forms and other communications received from or sent to any Governmental Authority that relate to the Harbor Group, in the case of the Spinco Group, or the Spinco Group, in the case of the Harbor Group. All cooperation provided under this section shall be provided at the expense of the Party requesting such cooperation; provided that, any such expense of Spinco (or any other member of the Spinco Group) incurred prior to the Effective Time shall be borne by Harbor. Each Party shall make its employees and facilities available during normal business hours and on reasonable prior notice to provide explanation of any documents or Information provided hereunder. This Section 8.6 shall not apply to Information referred to in clauses (x) and (y) of Section 8.1(c). For the avoidance of doubt, none of Harbor, Spinco or any of their respective Affiliates will be required to offer or agree to sell, divest, lease, license, transfer, dispose of or otherwise encumber before or after the Effective Time any assets, licenses, operations, rights, product lines, business or interests therein of Spinco or Harbor or any of their respective Affiliates or agree to make any material changes or restriction on, or other impairment of Spinco's or Harbor's or either of their respective Affiliates' ability to own, operate or exercise rights in respect of such assets, licenses, operations, rights, product lines, businesses or interests therein for the purpose of complying with Harbor's or Spinco's obligations under this Section 8.6.

## ARTICLE IX

### NO REPRESENTATIONS OR WARRANTIES

Section 9.1 **NO REPRESENTATIONS OR WARRANTIES.** EXCEPT AS EXPRESSLY SET FORTH HEREIN OR IN ANY OTHER TRANSACTION AGREEMENT (INCLUDING ARTICLE IV OF THE MERGER AGREEMENT), EACH OF SPINCO (ON BEHALF OF ITSELF AND MEMBERS OF THE SPINCO GROUP) AND VOYAGER (ON BEHALF OF ITSELF AND MEMBERS OF THE VOYAGER GROUP) ACKNOWLEDGES THAT NONE OF HARBOR OR ANY MEMBER OF THE HARBOR GROUP MAKES ANY EXPRESS OR IMPLIED REPRESENTATION OR WARRANTY HEREIN AS TO ANY MATTER WHATSOEVER, INCLUDING ANY REPRESENTATION OR WARRANTY WITH RESPECT TO: (A) THE CONDITION OR THE VALUE OF ANY SPINCO ASSET OR THE AMOUNT OF ANY SPINCO LIABILITY, (B) THE FREEDOM FROM ANY SECURITY INTEREST OF ANY SPINCO ASSET, (C) THE ABSENCE OF DEFENSES OR FREEDOM FROM COUNTERCLAIMS WITH RESPECT TO ANY CLAIM TO BE CONVEYED TO SPINCO OR HELD BY A MEMBER OF THE SPINCO GROUP; OR (D) WITH RESPECT TO ANY IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE OR TITLE. EXCEPT TO THE EXTENT OTHERWISE PROVIDED FOR HEREIN OR IN ANY OTHER TRANSACTION AGREEMENT (INCLUDING ARTICLE IV OF THE MERGER AGREEMENT), EACH OF SPINCO (ON BEHALF OF ITSELF AND MEMBERS OF THE SPINCO GROUP) AND VOYAGER (ON BEHALF OF ITSELF AND MEMBERS OF THE VOYAGER GROUP) FURTHER ACKNOWLEDGES THAT ALL OTHER REPRESENTATIONS OR WARRANTIES THAT HARBOR OR ANY MEMBER OF THE HARBOR GROUP GAVE OR MIGHT HAVE GIVEN, OR WHICH MIGHT BE PROVIDED OR IMPLIED BY APPLICABLE LAW OR COMMERCIAL PRACTICE, ARE HEREBY EXPRESSLY EXCLUDED, AND THAT NO MEMBER OF THE SPINCO GROUP HAS RELIED ON ANY SUCH REPRESENTATION OR WARRANTY. EXCEPT TO THE EXTENT OTHERWISE PROVIDED HEREIN OR IN ANY OTHER TRANSACTION AGREEMENT (INCLUDING ARTICLE IV OF THE MERGER AGREEMENT), ALL ASSETS TO BE TRANSFERRED TO SPINCO (AND ALL OF THE SPINCO ASSETS HELD BY ANY MEMBER OF THE SPINCO GROUP) WILL BE TRANSFERRED WITHOUT ANY COVENANT, REPRESENTATION OR WARRANTY (WHETHER EXPRESS OR IMPLIED) AND ARE HELD "AS IS, WHERE IS". NOTWITHSTANDING ANYTHING IN THIS SECTION 9.1 TO THE CONTRARY, NOTHING HEREIN SHALL LIMIT ANY CLAIM BY ANY OF THE PARTIES RELATING TO OR ARISING FROM FRAUD.

## ARTICLE X

### MISCELLANEOUS

Section 10.1 **Expenses.** All fees and expenses and any other costs incurred by the Parties in connection with the transactions contemplated hereby and by the Transaction Agreements shall be paid as set forth in Section 8.3 of the Merger Agreement, provided that Spinco shall reimburse Harbor for and indemnify Harbor against, all out-of-pocket costs invoiced by a financial printer in connection with the preparation and filing of the Registration Statement, including all amendments thereto and any Current Report on Form 8-K that shall be filed by Spinco which shall include the Registration Statement as an exhibit thereto, and all out-of-pocket costs of preparing, printing and delivering the Registration Statement to Harbor's record and beneficial stockholders (other than attorneys' fees and fees of other advisors to Harbor). If the Distribution occurs, to the extent that invoices from Harbor for such costs, fees and expenses are provided by Harbor to Spinco following the Distribution Date, Spinco shall reimburse Harbor for such costs within ten Business Days following receipt of such invoices from Harbor. If the Distribution occurs, to the extent that invoices from Spinco for costs, fees and expenses to be borne by

Harbor pursuant to Section 8.3 of the Merger Agreement are provided by Spinco to Harbor following the Distribution Date, Harbor shall reimburse Spinco for such costs within ten Business Days following receipt of such invoices from Spinco.

Section 10.2 Notices. All notices, requests, claims, demands and other communications to be given or delivered under or by the provisions of this Agreement shall be in writing and shall be deemed given only (a) when delivered personally to the recipient, (b) one (1) Business Day after being sent to the recipient by reputable overnight courier service (charges prepaid), provided that confirmation of delivery is received, (c) upon machine-generated acknowledgment of receipt after transmittal by facsimile, (d) upon written confirmation of receipt after transmittal by electronic mail, or (e) five (5) days after being mailed to the recipient by certified or registered mail (return receipt requested and postage prepaid). Such notices, demands and other communications shall be sent to the Parties at the following addresses (or at such address for a Party as will be specified by like notice):

If to Harbor or, prior to the Effective Time, to Spinco:

Henry Schein, Inc.  
135 Duryea Road - Mail Stop E-365  
Melville, New York 11747  
Facsimile: (631) 843-5660  
Attention: General Counsel

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

Cleary Gottlieb Steen & Hamilton LLP  
One Liberty Plaza  
New York, New York 10006  
Facsimile: (212) 225-3999  
Attention: Paul J. Shim  
Kimberly R. Spoerri

and

Proskauer Rose LLP  
Eleven Times Square  
New York, New York 10036  
Facsimile: (212) 969-2900  
Attention: Steven L. Kirshenbaum  
Michael E. Ellis

If to Spinco after the Effective Time:

Direct Vet Marketing, Inc. (d/b/a Vets First Choice)  
7 Custom House Street, Suite 2  
Portland, ME 04101  
Email: [voyagerlegal@vetsfirstchoice.com](mailto:voyagerlegal@vetsfirstchoice.com)  
Attention: General Counsel

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



Morgan, Lewis & Bockius LLP  
One Federal Street  
Boston, MA 02110-1726  
Facsimile: (617) 341-7701  
Attention: Mark Stein

If to Voyager prior to the Effective Time:

Direct Vet Marketing, Inc. (d/b/a Vets First Choice)  
7 Custom House Street, Suite 2  
Portland, ME 04101  
Email: voyagerlegal@vetsfirstchoice.com  
Attention: General Counsel

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

Morgan, Lewis & Bockius LLP  
One Federal Street  
Boston, MA 02110-1726  
Facsimile: (617) 341-7701  
Attention: Mark Stein

If to the Voyager Stockholders' Representative:

Shareholder Representative Services LLC  
950 17th Street, Suite 1400  
Denver, CO 80202  
Email: deals@srsacquiom.com  
Facsimile: (303) 623-0294  
Attention: Managing Director

Any Party to this Agreement may notify any other Party of any changes to the address or any of the other details specified in this paragraph; provided that such notification shall only be effective on the date specified in such notice or five Business Days after the notice is given, whichever is later. Rejection or other refusal to accept or the inability to deliver because of changed address of which no notice was given shall be deemed to be receipt of the notice as of the date of such rejection, refusal or inability to deliver. Any notice to Harbor will be deemed notice to all members of the Harbor Group, and any notice to Spinco will be deemed notice to all members of the Spinco Group.

Section 10.3 Interpretation. The Parties have participated jointly in the negotiation and drafting of this Agreement, and in the event an ambiguity or question of intent or interpretation arises, this Agreement shall be construed as if drafted jointly by the Parties, and no presumption or burden of proof shall arise favoring or disfavoring any Party by virtue of the authorship of any provisions of this Agreement.

Section 10.4 Headings. The headings and captions of the Articles and Sections used in this Agreement and the table of contents to this Agreement are for reference and convenience purposes of the Parties only, and will be given no substantive or interpretive effect whatsoever.

Section 10.5 Severability. If any provision of this Agreement or the application of any such provision to any Person or circumstance shall be declared judicially to be invalid, unenforceable or void,

such decision shall not have the effect of invalidating or voiding the remainder of this Agreement, it being the intent and agreement of the Parties that this Agreement shall be deemed amended by modifying such provision to the extent necessary to render it valid, legal and enforceable to the maximum extent permitted while preserving its intent or, if such modification is not possible, by substituting therefor another provision that is valid, legal and enforceable and that achieves the original intent of the Parties.

Section 10.6 Assignment. Neither this Agreement nor any of the rights, benefits or obligations hereunder may be assigned by any of the Parties (whether by operation of law or otherwise) without the prior written consent of the other Parties, and any purported assignment without such consent shall be null and void, except that, prior to the Effective Time, Spinco may assign any or all of its rights and interests under this Agreement without the consent of the other Parties hereto (a) to any Person providing the Spinco Financing pursuant to the terms thereof for purposes of creating a security interest herein or otherwise assign as collateral in respect of such Spinco Financing or (b) to any purchaser of all or substantially all of the assets of such Person; provided, however, that, in each case, no such assignment shall release Spinco from any liability or obligation under this Agreement. Subject to the preceding sentence, this Agreement will be binding upon, inure to the benefit of and be enforceable by the Parties and their respective successors and permitted assigns.

Section 10.7 No Third Party Beneficiaries. Nothing in this Agreement, express or implied, is intended to or shall confer upon any Person (other than the Parties and their respective successors and permitted assigns) any legal or equitable right, benefit or remedy of any nature whatsoever under or by reason of this Agreement, and, except as provided in ARTICLE VI relating to certain indemnitees and the release of certain Liabilities, no Person shall be deemed a third party beneficiary under or by reason of this Agreement.

Section 10.8 Entire Agreement. This Agreement and the Disclosure Letter hereto, the Confidentiality Agreement, the other Transaction Agreements and other documents referred to herein shall constitute the entire agreement between the Parties with respect to the subject matter hereof and shall supersede all previous negotiations, commitments and writings with respect to such subject matter. In the case of any conflict between the terms of this Agreement and the terms of any other Transaction Agreement, the terms of such other Transaction Agreement shall control.

Section 10.9 Governing Law. This Agreement and all issues and questions concerning the construction, validity, enforcement and interpretation of this Agreement (and all Schedules hereto) shall be governed by, and construed in accordance with, the Laws of the State of Delaware, without giving effect to any choice of law or conflict of law rules or provisions (whether of the State of Delaware or any other jurisdiction) that would cause the application of the Laws of any jurisdiction other than the State of Delaware. In furtherance of the foregoing, the internal Laws of the State of Delaware shall control the interpretation and construction of this Agreement (and all Schedules hereto), even though under that jurisdiction's choice of law or conflict of law analysis, the substantive Law of some other jurisdiction would ordinarily apply.

Section 10.10 Counterparts. This Agreement may be executed in one or more counterparts each of which when executed shall be deemed to be an original but all of which taken together shall constitute one and the same agreement. Delivery of an executed counterpart of a signature page to this Agreement by facsimile or portable document format (PDF) shall be as effective as delivery of a manually executed counterpart of any such Agreement.

Section 10.11 Amendments; Waivers. This Agreement may not be amended except by an instrument in writing signed by each of the Parties. No failure or delay by any Party in exercising any right hereunder shall operate as a waiver thereof nor shall any single or partial exercise thereof preclude

any other or further exercise thereof or the exercise of any other right hereunder. Any agreement on the part of any Party to any such waiver shall be valid only if set forth in an instrument in writing signed on behalf of such Party.

Section 10.12 Termination. Notwithstanding any provision hereof, in the event of termination of the Merger Agreement before the Effective Time, this Agreement may be terminated and the Distribution abandoned at any time prior to the Distribution by and in the sole discretion of Harbor; provided, however, in the event Harbor chooses not to terminate this Agreement, Voyager and its Affiliates shall have no Liability or obligations with respect to this Agreement, and this Agreement shall be of no further force or effect with respect to Voyager and its Affiliates. In the event of such termination, no Party or any party to any other Transaction Agreement or any of their respective Representatives or Affiliates shall have any Liability to any Person by reason of this Agreement or any other Transaction Agreement (other than the Merger Agreement to the extent provided therein).

Section 10.13 WAIVER OF JURY TRIAL. AS A SPECIFICALLY BARGAINED INDUCEMENT FOR EACH OF THE PARTIES TO ENTER INTO THIS AGREEMENT (WITH EACH PARTY HAVING HAD OPPORTUNITY TO CONSULT COUNSEL), EACH OF THE PARTIES EXPRESSLY AND IRREVOCABLY WAIVES THE RIGHT TO A TRIAL BY JURY IN ANY ACTION OR PROCEEDING UNDER THIS AGREEMENT OR ANY ACTION OR PROCEEDING ARISING OUT OF THE TRANSACTIONS CONTEMPLATED HEREBY OR ANY OTHER TRANSACTION AGREEMENT, REGARDLESS OF WHICH PARTY INITIATES SUCH ACTION OR PROCEEDING, AND ANY ACTION OR PROCEEDING UNDER THIS AGREEMENT OR ANY ACTION OR PROCEEDING ARISING OUT OF THE TRANSACTIONS CONTEMPLATED HEREBY OR ANY OTHER TRANSACTION AGREEMENT SHALL BE TRIED IN A COURT OF COMPETENT JURISDICTION BY A JUDGE SITTING WITHOUT A JURY.

Section 10.14 JURISDICTION; SERVICE OF PROCESS. ANY ACTION WITH RESPECT TO THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS ARISING HEREUNDER, OR FOR RECOGNITION AND ENFORCEMENT OF ANY JUDGMENT IN RESPECT OF THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS ARISING HEREUNDER BROUGHT BY THE OTHER PARTY OR PARTIES OR THEIR SUCCESSORS OR ASSIGNS, IN EACH CASE, SHALL BE BROUGHT AND DETERMINED EXCLUSIVELY IN THE DELAWARE COURT OF CHANCERY AND ANY STATE APPELLATE COURT THEREFROM WITHIN THE STATE OF DELAWARE (OR, IF THE DELAWARE COURT OF CHANCERY DECLINES TO ACCEPT JURISDICTION OVER A PARTICULAR MATTER, ANY STATE OR FEDERAL COURT WITHIN THE STATE OF DELAWARE). EACH OF THE PARTIES HEREBY IRREVOCABLY AGREES AND CONSENTS TO PERSONAL JURISDICTION, SERVICE OF PROCESS AND VENUE IN THE AFORESAID COURTS AND WAIVES, AND AGREES NOT TO ASSERT, BY WAY OF MOTION, AS A DEFENSE, COUNTERCLAIM OR OTHERWISE, IN ANY ACTION WITH RESPECT TO THIS AGREEMENT (I) ANY CLAIM THAT IS NOT PERSONALLY SUBJECT TO THE JURISDICTION OF THE ABOVE NAMED COURTS FOR ANY REASON OTHER THAN THE FAILURE TO SERVE IN ACCORDANCE WITH THIS SECTION 10.14, (II) ANY CLAIM THAT IT OR ITS PROPERTY IS EXEMPT OR IMMUNE FROM JURISDICTION OF ANY SUCH COURT OR FROM ANY LEGAL PROCESS COMMENCED IN SUCH COURTS (WHETHER THROUGH SERVICE OF NOTICE, ATTACHMENT PRIOR TO JUDGMENT, ATTACHMENT IN AID OF EXECUTION OF JUDGMENT, EXECUTION OF JUDGMENT OR OTHERWISE) AND (III) TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY CLAIM THAT (A) THE ACTION IN SUCH COURT IS BROUGHT IN AN INCONVENIENT FORUM, (B) THE VENUE OF SUCH ACTION IS IMPROPER OR (C) THIS AGREEMENT, OR THE SUBJECT MATTER HEREOF, MAY NOT BE ENFORCED IN OR BY SUCH COURTS. THE PARTIES HEREBY AGREE THAT MAILING OF PROCESS OR OTHER PAPERS IN CONNECTION WITH ANY SUCH ACTION OR PROCEEDING

IN THE MANNER PROVIDED IN SECTION 10.2, OR IN SUCH OTHER MANNER AS MAY BE PERMITTED BY LAW, SHALL BE VALID AND SUFFICIENT SERVICE THEREOF AND HEREBY WAIVE ANY OBJECTIONS TO SERVICE ACCOMPLISHED IN THE MANNER HEREIN PROVIDED. NOTWITHSTANDING THIS SECTION 10.14, ANY DISPUTE REGARDING THE SPINCO CLOSING STATEMENT SHALL BE RESOLVED IN ACCORDANCE WITH ARTICLE V; PROVIDED THAT THE TERMS OF ARTICLE V MAY BE ENFORCED BY EITHER PARTY IN ACCORDANCE WITH THE TERMS OF THIS SECTION 10.14.

Section 10.15 Specific Performance. In the event of any actual or threatened default in, or breach of, any of the terms, conditions and provisions of this Agreement or any other Transaction Agreement, the Party who is, or is to be, thereby aggrieved will have the right to specific performance and injunctive or other equitable relief in respect of its rights under this Agreement or such Transaction Agreement, in addition to any and all other rights and remedies at law or in equity, subject to Section 6.1. The Parties agree that the remedies at law for any breach or threatened breach, including monetary damages, are inadequate compensation for any Loss and that any defense in any action for specific performance that a remedy at law would be adequate is waived. Any requirements for the securing or posting of any bond with such remedy are waived by each of the Parties to this Agreement.

Section 10.16 Damages Waiver. No Party shall be liable to another Party or any of its Affiliates (or any of their respective Related Parties) for any exemplary damages or punitive damages, or any other damages to the extent not reasonably foreseeable, arising out of or in connection with this Agreement or any Transaction Agreement (in each case, unless any such damages are payable to a third party pursuant to a Third-Party Claim).

Section 10.17 Legal Representation. It is acknowledged by each of the Parties that Harbor has retained Proskauer Rose LLP ("Proskauer") and Cleary Gottlieb Steen & Hamilton LLP ("Cleary") to act as its counsel in connection with the transactions contemplated by this Agreement and the other Transaction Agreements, and that Proskauer has historically served as counsel to Harbor in connection with both the Harbor Business and the Spinco Business. Each of the Parties hereby agrees that in the event that a dispute arises after the Closing between Harbor or any of its Affiliates, on the one hand, and Spinco, the Voyager Stockholders' Representative or any of their respective Affiliates, on the other hand, Proskauer and Cleary may represent Harbor or any of its Affiliates in such dispute even though the interest of any such party may be directly adverse to Spinco, the Voyager Stockholders' Representative or any of their respective Affiliates and even though Proskauer and Cleary represented Harbor and its Affiliates in connection with the Spinco Business prior to the Closing.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Parties have caused this Agreement to be duly executed as of the date first above written.

HENRY SCHEIN, INC.

By: /s/ Stanley Bergman

Name: Stanley Bergman

Title: Chairman of the Board and Chief Executive Officer

HS SPINCO, INC.

By: /s/ Steven Paladino

Name: Steven Paladino

Title: Treasurer and Chief Financial Officer

*[Signature Page to Contribution and Distribution Agreement]*

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DIRECT VET MARKETING, INC.

By: /s/ Benjamin Shaw

Name: Benjamin Shaw

Title: President

SHAREHOLDER REPRESENTATIVE SERVICES LLC,  
solely in its capacity as the Voyager Stockholders'  
Representative

By: /s/ Sam Riffe

Name: Sam Riffe

Title: Executive Director

*[Signature Page to Contribution and Distribution Agreement]*

**AGREEMENT AND PLAN OF MERGER**

by and among

HENRY SCHEIN, INC.,

HS SPINCO, INC.,

HS MERGER SUB, INC.,

DIRECT VET MARKETING, INC.

and

SHAREHOLDER REPRESENTATIVE SERVICES LLC

Dated as of April 20, 2018

TABLE OF CONTENTS

	<u>Page</u>
ARTICLE I DEFINED TERMS	2
Section 1.1    Defined Terms	2
ARTICLE II THE SEPARATION, THE MERGER AND RELATED MATTERS	21
Section 2.1    The Distribution	21
Section 2.2    The Merger	21
Section 2.3    Closing	21
Section 2.4    Effective Time	22
Section 2.5    Effects of the Merger	22
Section 2.6    Certificate of Incorporation and Bylaws of the Surviving Corporation	22
Section 2.7    Conversion of Capital Stock	22
Section 2.8    Exchange of Shares	23
Section 2.9    Dissenting Shares	25
Section 2.10   Directors	25
Section 2.11   Officers	25
Section 2.12   Escrowed Shares	26
ARTICLE III POST-CLOSING ADJUSTMENTS	26
Section 3.1    Post-Closing Adjustment	26
ARTICLE IV REPRESENTATIONS AND WARRANTIES OF HARBOR, SPINCO AND MERGER SUB	28
Section 4.1    Due Organization, Good Standing, Corporate Power and Subsidiaries	28
Section 4.2    Authorization and Validity of Agreement	28
Section 4.3    No Violation	29
Section 4.4    Capitalization	29
Section 4.5    Affiliate Transactions	30
Section 4.6    Spinco Financial Statements	30
Section 4.7    Information to Be Supplied	31
Section 4.8    Assets	31
Section 4.9    Absence of Certain Changes or Events	32



**TABLE OF CONTENTS**  
(continued)

	<b>Page</b>	
Section 4.10	Actions; Orders	33
Section 4.11	Operations in Conformity with Law; Certain Licenses	33
Section 4.12	Environmental Matters	34
Section 4.13	Tax Matters	34
Section 4.14	Employee Benefits	35
Section 4.15	Labor and Employment Matters	38
Section 4.16	Intellectual Property	39
Section 4.17	Material Contracts	40
Section 4.18	Status of New Spinco Common Stock	42
Section 4.19	Operations of Spinco and Merger Sub	42
Section 4.20	Insurance of Spinco	42
Section 4.21	Brokers or Finders; Transaction Bonuses	42
Section 4.22	Spinco Subsidiaries	43
Section 4.23	Controlled Substances	43
Section 4.24	Certain Business Practices	44
Section 4.25	No Other Representations and Warranties	44
<b>ARTICLE V REPRESENTATIONS AND WARRANTIES OF VOYAGER</b>		44
Section 5.1	Due Organization, Good Standing, Corporate Power and Subsidiaries	44
Section 5.2	Authorization and Validity of Agreement	45
Section 5.3	No Violation	45
Section 5.4	Capitalization	46
Section 5.5	Affiliate Transactions	46
Section 5.6	Voyager Financial Statements	47
Section 5.7	Information to Be Supplied	47
Section 5.8	Assets	47
Section 5.9	Absence of Certain Changes or Events	48
Section 5.10	Actions; Orders	49
Section 5.11	Operations in Conformity with Law; Certain Licenses	49
Section 5.12	Environmental Matters	49

**TABLE OF CONTENTS**  
(continued)

	<b>Page</b>
Section 5.13 Tax Matters	50
Section 5.14 Employee Benefits	51
Section 5.15 Labor and Employment Matters	53
Section 5.16 Intellectual Property	54
Section 5.17 Material Contracts	56
Section 5.18 Dividends	57
Section 5.19 Brokers or Finders; Transaction Bonuses	57
Section 5.20 Insurance of Voyager	58
Section 5.21 Voyager Subsidiaries	58
Section 5.22 Controlled Substances	58
Section 5.23 Certain Business Practices	58
Section 5.24 No Other Representations and Warranties	59
<b>ARTICLE VI COVENANTS</b>	<b>59</b>
Section 6.1 Conduct of the Spinco Business Pending the Merger	59
Section 6.2 Conduct of the Voyager Business Pending the Merger	64
Section 6.3 Directors and Officers of Spinco	69
Section 6.4 Preparation of Registration Statement and Prospectus	69
Section 6.5 No Solicitation of Acquisition Proposals	70
Section 6.6 Tax Matters	71
Section 6.7 Cooperation	71
Section 6.8 Competition Approvals; IRS Rulings	72
Section 6.9 Stockholder Approvals; Notices	74
Section 6.10 Access	75
Section 6.11 Director and Officer Indemnification; Insurance	76
Section 6.12 Public Announcements	76
Section 6.13 Defense of Litigation	77
Section 6.14 Notification of Certain Events	77
Section 6.15 Confidentiality	78
Section 6.16 Control of Other Party's Business	79
Section 6.17 Financing	79

**TABLE OF CONTENTS**  
(continued)

	<b>Page</b>
Section 6.18 Non-Solicitation of Employees	80
Section 6.19 Covenant Not to Compete	81
Section 6.20 Post-Closing Access; Preservation of Records	82
Section 6.21 Payoff Letters; Transaction Expenses	83
Section 6.22 Financial Statements	83
Section 6.23 Required Amendments	84
Section 6.24 Disclosure Controls	84
Section 6.25 Severance	85
Section 6.26 Harbor Guarantee	85
Section 6.27 Voyager Stockholders' Representative	85
Section 6.28 Privileged Communications	87
Section 6.29 Release of Voyager Encumbrances	89
Section 6.30 Restructuring Step Plan	89
<b>ARTICLE VII CONDITIONS OF THE MERGER</b>	<b>89</b>
Section 7.1 Conditions to the Obligations of Each Party	89
Section 7.2 Additional Conditions to the Obligations of Harbor and Spinco	90
Section 7.3 Additional Conditions to the Obligations of Voyager	91
Section 7.4 Frustration of Closing Conditions	92
<b>ARTICLE VIII TERMINATION, AMENDMENT AND WAIVER</b>	<b>92</b>
Section 8.1 Termination or Abandonment	92
Section 8.2 Effect of Termination	93
Section 8.3 Fees and Expenses	93
<b>ARTICLE IX SURVIVAL OF REPRESENTATIONS AND WARRANTIES; PRE-CLOSING TAX INDEMNIFICATION</b>	<b>94</b>
Section 9.1 Non-Survival of Representations and Warranties; Survival of Certain Covenants	94
Section 9.2 Voyager Pre-Closing Tax Indemnity	94
Section 9.3 Coordination with other Indemnity Provisions	95
<b>ARTICLE X GENERAL PROVISIONS</b>	<b>95</b>
Section 10.1 Notices	95

**TABLE OF CONTENTS**  
(continued)

	<b>Page</b>
Section 10.2 Counterparts; Delivery by Electronic Transmission	97
Section 10.3 No Third Party Beneficiaries	97
Section 10.4 Entire Agreement	98
Section 10.5 Assignment	98
Section 10.6 Governing Law; WAIVER OF JURY TRIAL	98
Section 10.7 Jurisdiction; Service of Process	99
Section 10.8 Severability	100
Section 10.9 Headings	100
Section 10.10 Amendment	100
Section 10.11 Extension; Waiver	100
Section 10.12 Interpretation	100
Section 10.13 Specific Performance	101
Section 10.14 Damages Waiver	102
Section 10.15 Reference to Time	102
Section 10.16 No Representations or Warranties	102
Section 10.17 No Recourse to Lenders	103

## AGREEMENT AND PLAN OF MERGER

This AGREEMENT AND PLAN OF MERGER, dated as of April 20, 2018 (this "Agreement"), is entered into by and among Henry Schein, Inc., a Delaware corporation ("Harbor"), HS Spinco, Inc. a Delaware corporation and a direct, wholly-owned Subsidiary of Harbor ("Spinco"), HS Merger Sub, Inc., a Delaware corporation and a direct, wholly-owned Subsidiary of Spinco ("Merger Sub"), Direct Vet Marketing, Inc., a Delaware corporation ("Voyager" and, together with Harbor, Spinco and Merger Sub, the "Parties" and each, a "Party"), and Shareholder Representative Services LLC, a Colorado limited liability company, solely in its capacity as the representative of the Voyager Stockholders (the "Voyager Stockholders' Representative").

### WITNESSETH

WHEREAS, Harbor, directly and indirectly through its Subsidiaries, is engaged in the Spinco Business (as such term, and each other capitalized term used and not defined herein, is defined in Article I hereof); and

WHEREAS, on or prior to the Separation Date, and subject to the terms and conditions set forth in the Distribution Agreement, (i) Harbor will consummate the Harbor Contribution and the other contributions to Spinco contemplated in the Restructuring (as defined in the Distribution Agreement), and (ii) in exchange for such contribution to Spinco, directly or indirectly, of all of the issued and outstanding capital stock and other equity securities of the Spinco Subsidiaries, Spinco will issue to Harbor Spinco Common Stock and pay to Harbor the Special Dividend and the Additional Special Dividend (if applicable) and (iii) members of the Spinco Group will pay to members of the Harbor Group (as defined in the Distribution Agreement) an amount of cash in respect of certain outstanding Indebtedness (as of immediately prior to the Distribution) owed by members of the Spinco Group to members of the Harbor Group (the "Intercompany Debt Repayment"), all upon the terms and subject to the conditions set forth in the Distribution Agreement; and

WHEREAS, prior to the Effective Time on the Closing Date, Harbor will distribute to the Harbor Stockholders (other than with respect to shares of Harbor Common Stock held in treasury of Harbor and any other shares of Harbor Common Stock otherwise held by a member of the Harbor Group) as of the Record Date (as defined and provided for in the Distribution Agreement) all of the issued and outstanding shares of Spinco Common Stock (other than any shares issued to the JV Minority Shareholders), as provided for in the Distribution Agreement (the "Distribution" and together with the Restructuring, the "Separation"); and

WHEREAS, following the Separation and at the Effective Time on the Closing Date, Merger Sub will be merged with and into Voyager (the "Merger") with Voyager surviving the Merger as a direct, wholly-owned Subsidiary of Spinco, in accordance with the Delaware General Corporation Law ("DGCL") and upon the terms set forth in this Agreement; and

WHEREAS, the Voyager Board of Directors (i) has unanimously approved, and declared advisable and in the best interests of Voyager and the Voyager Stockholders, this Agreement and the Transactions, including the Merger, and (ii) has unanimously recommended the adoption by the Voyager Stockholders of this Agreement and their approval of the Transactions, including the Merger; and

WHEREAS, the Harbor Board of Directors has approved and declared advisable, and in the best interests of the Harbor Stockholders, this Agreement, the Distribution Agreement and the Transactions, including the Separation and the Merger; and

WHEREAS, the Spinco Board of Directors has (i) approved and declared advisable, and in the best interests of Spinco and its sole stockholder, Harbor, this Agreement, the Distribution Agreement and the Transactions, including the Separation and the Merger, and (ii) has recommended the adoption by Harbor, as the sole stockholder of Spinco, of this Agreement and its approval of the Transactions; and

WHEREAS, the Merger Sub Board of Directors (i) has approved and declared advisable, and in the best interests of Merger Sub and its sole stockholder, Spinco, this Agreement and the Transactions, including the Merger, and (ii) has recommended the adoption by Spinco, as the sole stockholder of Merger Sub, of this Agreement and its approval of the Transactions; and

WHEREAS, each of Voyager, Harbor, Spinco and Merger Sub has agreed to effect the Merger upon the terms and subject to the conditions set forth in this Agreement and in accordance with the DGCL; and

WHEREAS, it is the intention of the Parties that, for U.S. federal income tax purposes, the Transactions will be treated as contemplated by the Tax Matters Agreement and, accordingly, (i) the Spinco Contribution, together with the Distribution will qualify as a tax-free reorganization within the meaning of Section 368(a)(1)(D) of the Code, (ii) the Distribution will qualify as a distribution of Spinco Common Stock to Harbor Stockholders eligible for nonrecognition under Sections 355(a) and 361 of the Code; (iii) the Special Dividend and the Additional Special Dividend (if applicable) will qualify for nonrecognition under Section 361(b)(1)(A) of the Code, (iv) the Intercompany Debt Repayment will constitute a tax free repayment of debt owed by Spinco to Harbor or Harbor's Subsidiaries, (v) the Merger will qualify as a tax-free reorganization within the meaning of Section 368(a)(2)(E) of the Code, (vi) no gain or loss will be recognized as a result of such transactions for U.S. federal income tax purposes by any of Harbor, Spinco, Voyager or their respective Subsidiaries, the Voyager Stockholders (except as a result of cash received pursuant to Article III or cash paid to holders of Dissenting Shares) or the Harbor Stockholders, and (vii) this Agreement and the Distribution Agreement together are a "plan of reorganization" within the meaning of Section 1.368-2(g) and 1.368-3(a) of the Treasury Regulations.

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants and agreements herein contained, and intending to be legally bound hereby, the Parties hereby agree as follows:

## Article I

### DEFINED TERMS

Section 1.1 Defined Terms. When used in this Agreement, the following terms shall have the respective meanings specified therefor below (such meanings to be equally applicable to both the singular and plural forms of the terms defined).

"Acquired Competing Business" shall have the meaning set forth in Section 6.19(b)(ii) hereof.

"Action" shall mean any demand, action, claim, charge, grievance, complaint, arbitration, mediation, proceeding, inquiry, review, audit, hearing, investigation, litigation, suit or countersuit of any nature, whether civil, criminal, administrative, investigative, regulatory or informal, commenced, brought or heard by or before any Governmental Authority.

"Additional Per Share Merger Consideration" shall mean, with respect to each share of Voyager Capital Stock that a Voyager Stockholder owns at the Effective Time, a non-transferable contingent right to any cash and any portion of the Escrowed Shares attributable to such share of Voyager Capital Stock owned by such Voyager Stockholder pursuant to Section 3.1(d).

“Additional Special Dividend” shall have the meaning set forth in the Distribution Agreement.

“Adjustment Amount” shall mean an amount (which may be negative) equal to (a) the Voyager Working Capital Adjustment minus (b) the Voyager Net Debt Adjustment minus (c) the Voyager Transaction Expenses Amount, in each case as shown on the Final Closing Statement as finally determined pursuant to Section 3.1(c) hereof.

“Admiral Fully Diluted Share Number” shall mean a number of shares of Spinco Common Stock equal to the sum, without duplication, of (i) the aggregate number of shares of Spinco Common Stock distributed to holders of Harbor Common Stock pursuant to the Distribution, (ii) the aggregate number of shares of Spinco Common Stock underlying Spinco RSU Awards and Spinco Restricted Stock issued to Spinco Group Employees (each as defined in the Employee Matters Agreement), and (iii) the JV Minority Spinco Share Number.

“Affiliate” shall have the meaning set forth in the Distribution Agreement.

“Aggregate Closing Merger Consideration” shall mean (i) a number of shares of Spinco Common Stock obtained by dividing the Admiral Fully Diluted Share Number by the Conversion Factor minus (ii) the Escrowed Shares. Illustrative calculations of the Aggregate Closing Merger Consideration are set forth on Section 1.1(a) (Conversion Factor Description) of the Harbor/Spinco Disclosure Schedules.

“Agreement” shall have the meaning set forth in the preamble hereof.

“Anti-Corruption Laws” shall have the meaning set forth in Section 4.24(a) hereof.

“Applicable Accounting Principles” means the accounting principles and methodologies, set forth in Section 1.1(a) (Applicable Accounting Principles) of the Voyager Disclosure Schedules.

“Approved Offer” shall mean an offer of employment to a new Spinco Group Employee or Voyager Employee, as the case may be, whose hiring is approved by Harbor senior management or Voyager senior management, respectively; provided, that if such offer of employment (A) is for a Spinco Group Employee or Voyager Employee who would, after the Effective Time, be entitled to annualized base or guaranteed compensation (net of any bonus) in excess of \$250,000, or (B) commits to any severance obligations, or contains any other material elements of compensation or benefits, in each case that are materially more favorable to the employee than to other similarly situated employees, then it shall not be an Approved Offer unless Spinco or Voyager, as applicable, shall have notified Voyager or Spinco, respectively, reasonably in advance of offering employment to such new Spinco Group Employee or Voyager Employee of the material terms of such employment offer, and such offer has been approved by Voyager or Spinco, respectively.

“Asset” shall have the meaning set forth in the Distribution Agreement.

“Business Day” shall have the meaning set forth in the Distribution Agreement.

“Calculation Time” shall mean 11:59 p.m., New York time, on the Closing Date.

“Cash and Cash Equivalents” shall mean, as of any date of determination, without duplication, all cash and cash equivalents, including certificates of deposit or bankers’ acceptances maturing within ninety (90) days from the date of acquisition thereof, and marketable direct obligations issued by, or unconditionally guaranteed by, the United States government or an agency thereof, investments in money market funds and deposited but uncleared bank deposits. For the avoidance of doubt Cash and Cash

Equivalents shall not include (i) Restricted Cash (including cash in respect of outbound checks), (ii) un-deposited funds (including, for the avoidance of doubt, un-deposited credit card funds) and (iii) any items included in the calculation of Voyager Current Assets.

“Certificate of Merger” shall have the meaning set forth in Section 2.4 hereof.

“Closing” shall have the meaning set forth in Section 2.3 hereof.

“Closing Date” shall have the meaning set forth in Section 2.3 hereof.

“Closing Per Share Merger Consideration” shall mean the number of shares of Spinco Common Stock equal to the quotient obtained by dividing (i) the Aggregate Closing Merger Consideration over by (ii) the Voyager Fully Diluted Share Number.

“Code” shall have the meaning set forth in the Distribution Agreement.

“Confidential Information” shall mean all confidential, trade secret or proprietary information concerning a Party and/or its Subsidiaries which, prior to or following the Effective Time, has been disclosed by a Party or its Subsidiaries to the other Party or its Subsidiaries, in written, oral (including by recording), electronic or visual form, or otherwise has come into the possession of the other Party, including pursuant to the access provisions or any other provision of this Agreement or any other Transaction Agreement (except to the extent that (i) such information can be shown to be or have become generally available to the public other than as a result of an act or omission by the receiving Party or any of its Representatives, (ii) a receiving Party receives or has received such information on a non-confidential basis from a source other than the providing Party or any of its Representatives, provided that such source is not known to the receiving Party to be subject to a contractual, legal, fiduciary or other obligation of confidentiality with respect to such information, (iii) such information is already known by the receiving Party as evidenced by contemporaneous competent proof, or (iv) such information is independently developed by the receiving Party after the date hereof without reference to the Confidential Information of another Party or its Subsidiaries and without breach of this Agreement).

“Confidentiality Agreement” shall mean the Non-Disclosure Agreement by and between Harbor and Voyager, dated as of February 2, 2018.

“Consent” shall mean any approval, authorization, clearance, consent, ratification, permission, exemption or waiver, or the expiration, lapse or termination of any waiting period (including any extension thereof).

“Contract” shall mean any written agreement, arrangement, authorization, sale order, purchase order, open bid, commitment, contract, indenture, mortgage, note, bond, instrument, evidence of indebtedness, real estate or other lease, loan, license, obligation, restriction, memorandum of understanding, letter of intent, covenant, or undertaking of any kind or character, or other document to which any Person is a party or that is binding on any Person or its capital stock, assets or business, in each case, whether express or implied, including all amendments, modifications and supplements thereto and waivers and consents thereunder.

“Conversion Factor” shall mean the excess of 2.24633739049641 over the product of (i) the sum of the amount of (a) the Special Dividend, (b) the Intercompany Debt Repayment and (c) the JV Minority Equity Value and (ii) 0.000000000485673.



“Conversion Ratio” shall mean the number of shares of Voyager Common Stock into which a share of Voyager Preferred Stock may be converted, which shall be 1.

“Copyrights” shall have the meaning set forth in the definition of Intellectual Property hereof.

“Delayed Transfer Assets” shall have the meaning set forth in the Distribution Agreement.

“DGCL” shall have the meaning set forth in the recitals hereof.

“Dispute Resolution Request” shall have the meaning set forth in Section 3.1(c) hereof.

“Dissenting Shares” shall have the meaning set forth in Section 2.9 hereof.

“Distribution” shall have the meaning set forth in the recitals hereof.

“Distribution Agreement” shall mean the Contribution and Distribution Agreement, dated as of the date hereof, by and among Harbor, Spinco, Voyager and the Voyager Stockholders’ Representative.

“Distribution Date” shall have the meaning set forth in the Distribution Agreement.

“Domain Names” shall have the meaning set forth in the definition of Intellectual Property hereof.

“Effective Time” shall have the meaning set forth in Section 2.4 hereof.

“Employee Matters Agreement” shall mean the Employee Matters Agreement by and between Harbor, Spinco and Voyager, dated as of the date hereof.

“Encumbrances” shall mean all liens (statutory or otherwise), security interests, hypothecations, preferences, priorities, easements, pledges, bailments (in the nature of a pledge or for purposes of security), mortgages, deeds of trusts, covenants, grants of power to confess judgment, charges (including any conditional sale or other title retention agreement or lease in the nature thereof), options, encumbrances or other restrictions of any kind, including restrictions on the use, voting, transfer, receipt of income or other exercise of any attributes of ownership, and all other similar rights of third parties, of any kind or nature.

“Environmental Claims” shall mean any Action, notice, letter, demand or request for information (in each case in writing) by any Person or entity alleging potential Liability (including potential Liability for investigatory costs, cleanup costs, governmental response costs, natural resources damages, property damages, personal injuries or penalties) arising out of, based on or resulting from any violation of Environmental Law or the release, emission, discharge, presence or disposal of, or exposure to, any Hazardous Material at any location.

“Environmental Law” shall mean any Law or Order relating to pollution or the protection, cleanup or restoration of the environment, or to workplace health or safety, including the Clean Air Act, the Clean Water Act, the Resource Conservation and Recovery Act, the Comprehensive Environmental Response, Compensation, and Liability Act and the Toxic Substances Control Act, in each case as in effect on or prior to the date hereof.

“ERISA” shall mean the Employee Retirement Income Security Act of 1974, as amended, and the rules and regulations promulgated thereunder.

“ERISA Affiliate” shall mean, with respect to any Person, any other Person or any trade or business, whether or not incorporated, that, together with such first Person would be deemed a “single employer” within the meaning of Section 414(b), (c), (m) or (o) of the Code or Section 4001(b) of ERISA.

“Escrow Account” shall have the meaning set forth in Section 2.12 hereof.

“Escrow Agent” shall have the meaning set forth in Section 2.12 hereof.

“Escrow Agreement” shall have the meaning set forth in Section 2.12 hereof.

“Escrowed Shares” shall mean the number of shares of Spinco Common Stock equal to one hundred million dollars (\$100,000,000), determined in the manner specified in the Escrow Agreement.

“Exchange” shall mean the NASDAQ Global Select Market, or such other stock exchange as is mutually agreed upon by the Parties.

“Exchange Act” shall mean the Securities Exchange Act of 1934, as amended, and the rules and regulations promulgated thereunder.

“Exchange Agent” shall have the meaning set forth in Section 2.8(a) hereof.

“Exchange Fund” shall have the meaning set forth in Section 2.8(a) hereof.

“Excluded Assets” shall have the meaning set forth in the Distribution Agreement.

“Expense Fund” shall have the meaning set forth in Section 6.27(d) hereof.

“Final Closing Statement” shall have the meaning set forth in Section 3.1(c) hereof.

“GAAP” shall have the meaning set forth in the Distribution Agreement.

“Governmental Authority” shall have the meaning set forth in the Distribution Agreement.

“Harbor” shall have the meaning set forth in the preamble hereof.

“Harbor 401(k) Plans” shall have the meaning set forth in the Employee Matters Agreement.

“Harbor Business” shall have the meaning set forth in the Distribution Agreement.

“Harbor Contribution” shall have the meaning set forth in the Distribution Agreement.

“Harbor Board of Directors” shall mean the board of directors of Harbor.

“Harbor Clients” shall have the meaning set forth in Section 6.28(b) hereof.

“Harbor Common Stock” shall have the meaning set forth in the Distribution Agreement.

“Harbor’s Counsel” shall have the meaning set forth in Section 6.28(b) hereof.

“Harbor Entities” shall mean Harbor and each of the Harbor Subsidiaries (as defined in the Distribution Agreement).

“Harbor Guarantee” shall have the meaning set forth in Section 6.26 hereof.

“Harbor Income Tax Return” shall have the meaning set forth in the Tax Matters Agreement.

“Harbor Non-Income Tax Return” shall have the meaning set forth in the Tax Matters Agreement.

“Harbor Obligations” shall have the meaning set forth in Section 6.26 hereof.

“Harbor Privileged Communications” shall have the meaning set forth in Section 6.28(b) hereof.

“Harbor/Spinco Disclosure Schedules” shall mean the disclosure schedules delivered by Harbor and Spinco to Voyager concurrently herewith.

“Harbor-Spinco Indebtedness” shall have the meaning set forth in the Distribution Agreement.

“Harbor Stockholders” shall mean the holders of the Harbor Common Stock.

“Harbor Tax Opinion” shall have the meaning set forth in Section 7.2(f) hereof.

“Hazardous Material” shall mean any material, substance or waste as to which Liability or standards of conduct may be imposed under any Environmental Law.

“HSR Act” shall mean the Hart-Scott-Rodino Antitrust Improvements Act of 1976, as amended, and the rules and regulations promulgated thereunder.

“Income Tax” shall have the meaning set forth in the Tax Matters Agreement.

“Indebtedness” shall mean, with respect to any Person at any date, without duplication: (i) all indebtedness of such Person for borrowed money or Liabilities issued in substitution for or exchange or replacement of indebtedness for borrowed money, including in respect of loans or advances, whether current, short-term or long-term, secured or unsecured, (ii) all Liabilities of such Person evidenced by bonds, debentures, mortgages, notes or other similar instruments or debt securities (including any seller notes, earnout obligations, compensation arrangements, unpaid principal, related expenses, commitment and other fees, reimbursements, indemnities and all other amounts payable in connection therewith), (iii) any commitment by which a Person assures a creditor against loss (including contingent reimbursement obligations with respect to letters of credit and bankers’ acceptances), (iv) all Liabilities under leases or other similar Contracts for real or personal property which have been or must be, in accordance with GAAP, recorded as capital leases, (v) all Liabilities under any sale-leaseback arrangement in accordance with ASC 840-40: Sale-Leaseback Transactions, (vi) all indebtedness (including earnout obligations) related to conditional sales, title retention or similar arrangements, or with respect to any deferred purchase price of equity, assets or services with respect to which a Person is liable, contingently or otherwise, as obligor, guarantor, surety or otherwise, (vii) all deferred compensation obligations that are owed or that are not cancelable by unilateral action by such Person and will be owed by the Surviving Corporation or any of its Subsidiaries under agreements or arrangements existing as of the Effective Time, (viii) any Liabilities with respect to any interest rate cap, hedging or swap agreements, foreign currency exchange agreements or similar arrangements (valued at the termination value thereof), (ix) any Liabilities with respect to unfunded pension obligations that are or would become obligations of the Surviving Corporation or any of its Subsidiaries, in each case, other than, with respect to Voyager, those Liabilities specifically related to the Voyager Pension Plans and, with respect to Spinco, the Spinco Group Employees under any Multiemployer Plans, (x) all guarantees, direct or

indirect, of such Person in connection with any of the foregoing and any other indebtedness guaranteed in any manner by a Person (including guarantees in the form of an agreement to repurchase or reimburse), but not any items to the extent for which Spinco is entitled to be indemnified pursuant to Section 6.3(b) of the Distribution Agreement and (xi) all accrued and unpaid interest, prepayment premiums or penalties, or breakage fees related to any of the foregoing. Notwithstanding the foregoing, Indebtedness shall not include any (i) Indebtedness or other intercompany obligations between or among (x) the Spinco Entities or (y) the Voyager Entities and (ii) items included in the calculation of (x) Voyager Current Liabilities or (y) for purposes of calculating Spinco Working Capital in the Distribution Agreement, the Spinco Current Liabilities (as defined therein).

“Intellectual Property” shall mean, collectively, all intellectual property and similar rights in any jurisdiction, whether registered or unregistered, including such rights in and to (i) patents and patent applications, utility models and utility model applications, together with any divisionals, continuations, continuations-in-part, reissues, renewals, re-examinations and extensions of the foregoing (“Patents”); (ii) inventor’s certificates and invention disclosures; (iii) copyrightable works of authorship, and copyrights (including any registrations, applications for registration and renewals for the foregoing) (“Copyrights”); (iv) trademarks and service marks (including those which are protected without registration), trade names, corporate names, logos, slogans, taglines, trade dress, and other indicia of source or origin together with all registrations and applications for registration of any of the foregoing and all goodwill related to any of the foregoing (“Trademarks”); (v) designs; (vi) Internet domain names (“Domain Names”); (vii) databases; (viii) unpatented inventions (whether or not patentable), trade secrets, know-how and confidential or proprietary information, including (in whatever form or medium) discoveries, ideas, compositions, drawings, plans, proposals, specifications, processes, procedures, data, information, manuals, reports, financial, marketing and business data, pricing and cost information, correspondence and notes (“Trade Secrets”); (ix) computer software, computer programs, data files, source code, object code, middleware, application program interfaces and libraries (“Software”); and (x) all claims and rights related to any of the foregoing.

“Intercompany Debt Repayment” shall have the meaning set forth in the recitals hereof.

“Inventory” shall have the meaning set forth in the Distribution Agreement.

“IRS” shall mean the U.S. Internal Revenue Service.

“IRS Rulings” shall have the meaning set forth in Section 6.8(c)(i) hereof.

“IRS Submissions” shall have the meaning set forth in Section 6.8(c)(ii) hereof.

“IT Systems” shall mean servers, computer hardware, networks, Software, databases, telecommunications systems, IP addresses and interfaces.

“JV Minority Equity Value” shall mean, with respect to any Spinco Subsidiary in which there are one or more JV Minority Shareholders as of the Effective Time, the product of (i) the equity value attributable to such Spinco Subsidiary (determined in accordance with the illustrative examples set forth on Section 1.1(a) (Conversion Factor Description) of the Harbor/Spinco Disclosure Schedules) and (ii) a fraction, of which (A) the numerator is the outstanding equity or other ownership interest in such Spinco Subsidiary represented by the Spinco Minority Interest Shares held by such JV Minority Shareholders and (B) the denominator is the total number of outstanding equity or other ownership interest in such Spinco Subsidiary, in each case as of immediately following the Distribution.

“JV Minority Shareholders” shall have the meaning set forth in the Distribution Agreement.

“JV Minority Spinco Share Number” shall have the meaning set forth in the Distribution Agreement.

“Key Spinco Group Employees” shall mean those Spinco Group Employees set forth on Section 1.1(b) (Key Spinco Group Employees) of the Harbor/Spinco Disclosure Schedules.

“Key Voyager Employees” shall mean those Voyager Employees set forth on Section 1.1(b) (Key Voyager Employees) of the Voyager Disclosure Schedules.

“Knowledge” shall mean (i) with respect to the Harbor Entities and the Spinco Entities, the actual knowledge of the persons listed on Section 1.1(c) (Knowledge) of the Harbor/Spinco Disclosure Schedules, in each case after due inquiry of direct reports, and (ii) with respect to Voyager and its Subsidiaries, the actual knowledge of the persons listed on Section 1.1(c) (Knowledge) of the Voyager Disclosure Schedules, in each case after due inquiry of direct reports.

“Law” shall have the meaning set forth in the Distribution Agreement.

“Lender Related Party” shall mean the Lenders and any former, current and future Affiliates, officers, directors, managers, employees, shareholders, equityholders, members, managers, partners, agents, representatives, successors or assigns of any of the foregoing or any of the Lenders or any of their Affiliates.

“Lenders” shall mean the agents, arrangers, lenders and other entities that have committed to provide or arrange or otherwise entered into agreements in connection with the Spinco Financing.

“Letter of Transmittal” shall have the meaning set forth in Section 2.8(b) hereof.

“Liability” or “Liabilities” shall have the meaning set forth in the Distribution Agreement.

“License” shall mean any license, ordinance, authorization, permit, certificate, right, easement, variance, exemption, consent, franchise or approval from any Governmental Authority, domestic or foreign.

“Losses” shall have the meaning set forth in the Distribution Agreement.

“Merger” shall have the meaning set forth in the recitals hereof.

“Merger Sub” shall have the meaning set forth in the preamble hereof.

“Merger Sub Board of Directors” shall mean the board of directors of Merger Sub.

“Merger Sub Common Stock” shall mean the common stock of Merger Sub, par value \$0.01 per share.

“Merger Sub Stockholder Approval” shall have the meaning set forth in Section 4.2 hereof.

“Merger Tax Opinion” shall have the meaning set forth in Section 6.8(c)(iii) hereof.

“Multiemployer Plan” shall mean any “multiemployer plan” within the meaning of Section 3(37) of ERISA.

“Non-Animal Laws” shall mean any and all Laws other than those relating to the regulatory status of animal supplements or animal pharmacy.

“Non-Competing Business Threshold” shall have the meaning set forth in Section 6.19(b)(ii) hereof.

“Non-Income Tax” shall have the meaning set forth in the Tax Matters Agreement.

“Order” shall mean any decision or award, decree, injunction, judgment, order, quasi-judicial decision or award, settlement, ruling, restriction, charge or writ of any Governmental Authority, whether temporary, preliminary or permanent.

“Party” and “Parties” shall have the meanings set forth in the preamble hereof.

“Patents” shall have the meaning set forth in the definition of Intellectual Property hereof.

“Payoff Letters” shall have the meaning set forth in Section 6.21(a) hereof.

“Permits” means all permits, licenses, franchises, approvals, authorizations and consents required to be obtained from Governmental Authorities.

“Permitted Encumbrances” means (i) Encumbrances expressly noted in the Spinco Financial Statements or Voyager Financial Statements, as applicable; (ii) Encumbrances consisting of zoning or planning restrictions, (iii) Encumbrances consisting of easements, permits and other restrictions or limitations on the use of real property or irregularities in title thereto which do not materially detract from the value of, or materially impair the use of, such property as it is presently used in connection with the Spinco Business or the business of Voyager, as applicable, as of the date hereof; (iv) Encumbrances for current Taxes, assessments or governmental charges or levies on property not yet due or which are being contested in good faith and for which appropriate reserves in accordance with GAAP are reflected in the Spinco Financial Statements or Voyager Financial Statements, as applicable; (v) mechanic’s, materialmen’s and similar Encumbrances arising in the ordinary course of business or by operation of Law; (vi) non-exclusive licenses, covenants not to sue or grant of rights to Spinco Intellectual Property or Voyager Intellectual Property, as applicable, granted in the ordinary course of business and (vii) any conditions that are shown on the surveys, title policies, deeds or other such documents previously made available by Harbor or Voyager, as applicable, with respect to such real property.

“Per Share Merger Consideration” shall mean, collectively, (i) the Closing Per Share Merger Consideration and (ii) the Additional Per Share Merger Consideration.

“Person” shall have the meaning set forth in the Distribution Agreement.

“Personal Information” shall mean any information or data that alone or in combination with other information identifies or can be used to identify, directly or indirectly, an individual natural Person, including information about an individual’s personality, personal status, intimate affairs, health, financial information, vocational qualifications opinions or beliefs.

“Privacy and Information Security Requirements” shall mean, collectively, all Laws worldwide relating to the processing, privacy or security of Personal Information and all guidance issued thereunder, including the European Union Data Protection Directive (EU Directive 95/46/EC) and all laws implementing it and any successor legislation thereto (including the EU General Data Protection Regulation (EU) 2016/679), Section 5 of the Federal Trade Commission Act, the PCI Security Standards

established by the PCI Security Standards Council, the CAN SPAM Act, Children's Online Privacy Protection Act, state data breach notification laws, state data security laws, and any law concerning requirements for website and mobile application privacy policies and practices, or any outbound communications (including e-mail marketing, telemarketing and text messaging), tracking and marketing, including the Telephone Consumer Protection Act.

"Preliminary Closing Statement" shall have the meaning set forth in Section 3.1(a) hereof.

"Privileged Information" shall have the meaning set forth in the Distribution Agreement.

"Proposed Amendment" shall have the meaning set forth in Section 6.23 hereof.

"Prospectus" shall mean the prospectus of Spinco to be distributed to the Harbor Stockholders in connection with the Distribution and the Voyager Stockholders in connection with the Spinco Voyager Stock Issuance, including any preliminary prospectus or definitive prospectus filed with the SEC in accordance with the terms and provisions of this Agreement. The Prospectus shall constitute a part of the Registration Statement.

"Put Rights Amendment" shall mean that certain Amendment to the Put Rights Agreements, by and among Darby Group Companies, Inc., successor by merger to Burns Veterinary Supply, Inc., Harbor, Butler Animal Health Holding Company, LLC, Michael Caputo, Anthony Ricigliano and Justina Gordon, dated on or around the date hereof.

"Redactable Information" shall have the meaning set forth in Section 6.8(c)(ii) hereof.

"Registration Statement" shall mean the registration statement on Form S-1 and Form S-4 to be filed by Spinco with the SEC in connection with the issuance of shares of Spinco Common Stock in connection with the Distribution and the Spinco Voyager Stock Issuance. The Prospectus shall constitute a part of the Registration Statement.

"Related Parties" shall mean, with respect to any Person, such Person's present, former and future Representatives and each of their respective heirs, executors, successors and assigns.

"Released Parties" shall have the meaning set forth in Section 6.27(b) hereof.

"Representative" shall have the meaning set forth in the Distribution Agreement.

"Representative Losses" shall have the meaning set forth in Section 6.27(c) hereof.

"Required Information" shall have the meaning set forth in Section 6.17(a) hereof.

"Restricted Business" shall mean the business of (i) (A) selling pharmaceuticals, vaccines and parasiticides (including private label and generic) marketed specifically for the treatment and prevention of ailments of and diseases in animals (including companion pets), (B) selling pet insurance or pet wellness plans and (C) providing data, marketing, pharmacy, inventory management, compliance services and credit card processing services through veterinary practice management software, in each case, to veterinary practitioners, animal health clinics and similar animal-related providers and (ii) selling the veterinary practice management software related thereto.

"Restricted Cash" shall have the meaning set forth in the Distribution Agreement.

“Restricted Employee” shall mean, as applicable, any employee of Harbor (on the one hand) or Spinco or its Subsidiaries (on the other hand), other than the persons listed on Section 1.1(d) of the Harbor/Spinco Disclosure Schedules (who, for the avoidance of doubt, shall not be Restricted Employees).

“Restructuring” shall have the meaning set forth in the Distribution Agreement.

“Restructuring Step Plan” shall have the meaning set forth in the Tax Matters Agreement.

“Return” shall mean any report, return, information return, form, declaration, statement, or other document required to be filed with any tax authority with respect to Taxes, including any amendment thereof.

“SEC” shall mean the U.S. Securities and Exchange Commission.

“Securities Act” shall mean the Securities Act of 1933, as amended, and the rules and regulations promulgated thereunder.

“Separation” shall have the meaning set forth in the recitals hereof.

“Separation Date” shall mean the date and time that the Separation shall become effective.

“Series A Preferred Stock” shall mean shares of preferred stock, par value \$0.001 per share, of Voyager, which are designated as “Series A Preferred Stock” pursuant to the Voyager Certificate of Incorporation.

“Series B Preferred Stock” shall mean shares of preferred stock, par value \$0.001 per share, of Voyager, which are designated as “Series B Preferred Stock” pursuant to the Voyager Certificate of Incorporation.

“Series C Preferred Stock” shall mean shares of preferred stock, par value \$0.001 per share, of Voyager, which are designated as “Series C Preferred Stock” pursuant to the Voyager Certificate of Incorporation.

“Series D Preferred Stock” shall mean shares of preferred stock, par value \$0.001 per share, of Voyager, which are designated as “Series D Preferred Stock” pursuant to the Voyager Certificate of Incorporation.

“Series E Preferred Stock” shall mean shares of preferred stock, par value \$0.001 per share, of Voyager, which are designated as “Series E Preferred Stock” pursuant to the Voyager Certificate of Incorporation.

“Series F Preferred Stock” shall mean shares of preferred stock, par value \$0.001 per share, of Voyager, which are designated as “Series F Preferred Stock” pursuant to the Voyager Certificate of Incorporation.

“Severance Obligation” shall mean any obligation to pay severance, termination pay or any similar payments to any natural person who is or was an employee, consultant or contractor of Voyager or any of its Affiliates or the Spinco Business.



“Shared Expenses” shall mean all fees and expenses incurred in connection with (i) the Spinco Financing, (ii) any consultant retained for or on behalf of Spinco or its Subsidiaries in connection with the Transactions, which retention is approved by Voyager in writing as a Shared Expense (such approval not to be unreasonably withheld, conditioned or delayed), other than, for the avoidance of doubt, any such consultants that the Spinco Business retains in the ordinary course, (iii) any other product or service agreed upon by the Parties in good faith to be obtained or incurred primarily for the benefit of Spinco or its Subsidiaries and (iv) any filing fees required to be paid by the Parties under any filing with any Governmental Authority in furtherance of the Parties’ obligations under Section 6.8(a).

“Software” shall have the meaning set forth in the definition of Intellectual Property hereof.

“Special Dividend” shall have the meaning set forth in the Distribution Agreement.

“Spinco” shall have the meaning set forth in the preamble hereof.

“Spinco Acquisition” shall mean other than as contemplated by the Transaction Agreements (i) any merger, consolidation, share exchange, business combination, recapitalization or other similar transaction or series of related transactions with respect to the Spinco Business; (ii) any sale, lease, exchange, transfer or other disposition (including by way of merger, consolidation or exchange), in a single transaction or a series of related transactions, of the assets of the Spinco Business or the Spinco Entities constituting 5% or more of the consolidated assets of the Spinco Business or accounting for 5% or more of the consolidated revenues of the Spinco Business; (iii) the acquisition by any Person (or the stockholders of any Person) of 5% or more of the outstanding capital stock, other equity securities or voting power of the Spinco Entities or (iv) any other similar transaction that would reasonably be expected to prevent or materially impair or delay the consummation of the Transactions. For the avoidance of doubt, the acquisition, including by merger, consolidation, share exchange, business combination, recapitalization or other similar transaction or series of related transactions, of Harbor excluding the Spinco Business shall not constitute a Spinco Acquisition.

“Spinco Acquisition Proposal” shall mean, other than in connection with the Transactions or as otherwise specifically contemplated by this Agreement or the Distribution Agreement, any proposal relating to a Spinco Acquisition.

“Spinco Assets” shall have the meaning set forth in the Distribution Agreement.

“Spinco Audited Financial Statements” shall have the meaning set forth in Section 6.22(b).

“Spinco Benefit Plans” shall mean each material “employee benefit plan” (as defined in Section 3(3) of ERISA), and all other material employee compensation benefit, pension, profit-sharing, savings, deferred compensation, bonus, incentive compensation, commission, stock ownership, stock option, stock appreciation right, stock purchase, phantom stock, restricted stock, restricted stock unit or other equity compensation, performance, thrift, retirement, savings, employee loan, stock bonus, excess benefits, supplemental unemployment, paid time off, vacation, perquisite, tuition reimbursement, outplacement, sick leave, retention, termination, redundancy, workers’ compensation, cafeteria, disability, death benefit, severance, change in control, health and welfare (including post-retirement health and life insurance), accidental death and disability insurance, pre-tax premium conversion benefits, dependent care assistance programs, employee assistance programs, flexible spending and fringe benefit plans, policies, programs, Contracts, agreements and arrangements, whether or not subject to ERISA, written or unwritten, insured or self-insured, domestic or foreign (i) sponsored, maintained or contributed to or required to be contributed to by Harbor or any of its Subsidiaries (including Spinco or any of the Spinco Subsidiaries) or to which Harbor or any of its Subsidiaries (including Spinco) is a party and (ii) in which

any current or former Spinco Group Employee or current or former director, consultant, or other service provider of Spinco or any Spinco Subsidiary (or their beneficiaries) is a participant; provided, that such term shall not include any plan, program or arrangement sponsored, maintained or administered by a Governmental Authority.

“Spinco Board of Directors” shall mean the board of directors of Spinco.

“Spinco Business” shall mean the business of purchasing, marketing, promoting, advertising, selling, licensing, manufacturing, contract manufacturing and distributing veterinary practice management software, services and tools and veterinary supply services and products, including diagnostics, biologicals, pharmaceuticals, vaccines, parasiticides, instruments, equipment and supplies used for the maintenance, treatment and prevention of ailments of and diseases in animals, including companion pets, including equine, large and production animals, to veterinary practitioners, animal health clinics, animal shelters, veterinary industry service providers, resellers and animal or equine related practitioners, as conducted and operated by Harbor and its Subsidiaries at any time during the twelve (12) month period prior to the Closing.

“Spinco Common Stock” shall have the meaning set forth in the Distribution Agreement.

“Spinco Contribution” shall have the meaning set forth in the Tax Matters Agreement.

“Spinco Entities” shall mean Spinco and each of the Spinco Subsidiaries.

“Spinco Equity Interests” shall have the meaning set forth in Section 4.4 hereof.

“Spinco Financing” shall mean the debt financing incurred by Spinco on terms mutually acceptable to the Parties in an aggregate principal amount to be reasonably determined by Voyager, which shall be no less than \$900,000,000 and no more than \$1,200,000,000; provided that such aggregate principal amount may be (i) increased, at the discretion of Voyager, by the amount of the Additional Special Dividend or (ii) adjusted in accordance with Section 2.8 of the Distribution Agreement.

“Spinco Financial Statements” shall have the meaning set forth in Section 4.6(a) hereof.

“Spinco Foreign Plan” has the meaning set forth in Section 4.14(g) hereof.

“Spinco Governmental Plan” has the meaning set forth in Section 4.14(h) hereof.

“Spinco Group” shall have the meaning set forth in the Distribution Agreement.

“Spinco Group Employee” shall have the meaning set forth in the Employee Matters Agreement.

“Spinco Indemnified Person” shall have the meaning set forth in Section 9.2(a) hereof.

“Spinco Intellectual Property” shall mean the (a) Intellectual Property owned by the Spinco Entities and (b) the Transferred Intellectual Property Assets, as defined in the Distribution Agreement.

“Spinco JV” shall have the meaning set forth in the Tax Matters Agreement.

“Spinco Leased Real Property” shall have the meaning set forth in Section 4.8(f)(i) hereof.

“Spinco Material Adverse Effect” shall mean any effect, change or circumstance, individually or in the aggregate, that is, or would reasonably be expected to be, materially adverse to (x) the Spinco

Business or the Spinco Entities, or the financial condition or results of operations of the Spinco Business, taken as a whole, or (y) the ability of Harbor, Spinco or Merger Sub to consummate the Transactions and to perform their respective obligations under this Agreement and the Transaction Agreements; provided, however, that none of the following shall be deemed to constitute, and none of the following shall be taken into account in determining whether there has occurred, a Spinco Material Adverse Effect: any adverse effect, change or circumstance, individually or in the aggregate, arising from or relating to (i) general business or economic conditions, including any such conditions as they relate to the Spinco Business, and matters generally affecting the industries in which the Spinco Business operates, (ii) national or international political or social conditions, including the engagement by the U.S. in hostilities, whether or not pursuant to the declaration of a national emergency or war, or the occurrence of any military or terrorist attack upon the U.S., or any of its territories, possessions, or diplomatic or consular offices or upon any military installation, equipment or personnel of the U.S., (iii) changes in financial, banking or securities markets, including changes in interest or exchange rates, in each case, in the U.S. or elsewhere in the world, (iv) changes in GAAP (or interpretations thereof), (v) changes in any Laws (or interpretations thereof), (vi) any hurricane, flood, tornado, earthquake or other natural disaster and (vii) the negotiation or execution of this Agreement or any of the Transaction Agreements, any actions that are required to be taken or required not to be taken by this Agreement or the Transaction Agreements (other than any action required to be taken or not to be taken pursuant to Section 6.1), or the pendency or announcement of the Transactions (except that this clause (vii) shall not apply with respect to Harbor and Spinco's representations and warranties in Section 4.3); provided, that, in the case of clauses (i), (ii), (iii), (iv), (v) and (vi), such effects, changes or circumstances shall be taken into account in determining whether a Spinco Material Adverse Effect exists or would reasonably be expected to exist, solely to the extent that the Spinco Business, the Spinco Entities or Harbor or any of Harbor's Subsidiaries with respect to the Spinco Business are disproportionately affected thereby compared to other participants operating comparable businesses in the industries in which the Spinco Business is operated.

"Spinco Material Contracts" shall have the meaning set forth in Section 4.17(a) hereof.

"Spinco Minority Interest Shares" shall have the meaning set forth in the Distribution Agreement.

"Spinco Owned Real Property" shall have the meaning set forth in Section 4.8(f)(ii) hereof.

"Spinco Restricted Stock" shall have the meaning set forth in the Employee Matters Agreement.

"Spinco RSU Award" shall have the meaning set forth in the Employee Matters Agreement.

"Spinco Stockholder Approval" shall have the meaning set forth in Section 4.2 hereof.

"Spinco Stockholders" shall mean the Harbor Stockholders and any applicable JV Minority Shareholders.

"Spinco Subsidiaries" shall have the meaning set forth in the Distribution Agreement.

"Spinco Tax Entity" shall mean Spinco or any Spinco JV or any entity that is a Subsidiary of Spinco or any Spinco JV following the Distribution.

"Spinco Voyager Stock Issuance" shall mean the issuance of Spinco Common Stock to Voyager Stockholders pursuant to the Merger.

"Spin-Off Tax Opinion" shall have the meaning set forth in Section 6.8(c)(i) hereof.

“Straddle Period” means a taxable period beginning on or before, and ending after, the Closing Date.

“Subsidiary” shall have the meaning set forth in the Distribution Agreement.

“Support Agreement” shall have the meaning set forth in Section 6.9(b) hereof.

“Surviving Corporation” shall have the meaning set forth in Section 2.2(b) hereof.

“Tax Matters Agreement” shall mean the Tax Matters Agreement by and among Harbor, Spinco and Voyager, to be executed and delivered on or prior to the Closing Date and substantially in the form attached hereto as Exhibit A.

“Tax” or “Taxes” shall mean all federal, state, local, foreign and other income, gross receipts, sales, use, production, ad valorem, transfer, franchise, registration, profits, license, lease, service, service use, withholding, payroll, employment, unemployment, estimated, excise, severance, environmental, escheat, stamp, occupation, premium, property (real or personal), real property gains, windfall profits, customs, duties or other taxes, fees, assessments or charges of any kind whatsoever, together with any interest, additions or penalties with respect thereto and any interest in respect of such additions or penalties.

“Tax-Free Transaction Failure” shall have the meaning set forth in the Tax Matters Agreement.

“Tax Return” means any return, report, certificate, form or similar statement or document (including any related or supporting information or schedule attached thereto and any information return, or declaration of estimated Tax) supplied to, or filed with or required to be supplied to, or filed with, a Taxing Authority in connection with the payment, determination, assessment or collection of any Tax or the administration of any Laws relating to any Tax and any amended Tax return or claim for a refund.

“Taxable Period” shall mean any taxable year or any other period that is treated as a taxable year (or other period, or portion thereof, in the case of a Tax imposed with respect to such other period) with respect to which any Tax may be imposed under any applicable Law.

“Taxing Authority” means any governmental authority or any subdivision, agency, commission or entity thereof or any quasi-governmental or private body having jurisdiction over the assessment, determination, collection or imposition of any Tax (including the IRS).

“Termination Date” shall have the meaning set forth in Section 8.1(b) hereof.

“Third Party Claims” shall have the meaning set forth in the Distribution Agreement.

“Trade Secrets” shall have the meaning set forth in the definition of Intellectual Property.

“Trademarks” shall have the meaning set forth in the definition of Intellectual Property. “Transaction Agreements” shall mean, collectively, (a) the Distribution Agreement, (b) the Transition Services Agreement, (c) the Employee Matters Agreement, (d) the Tax Matters Agreement, (e) the Put Rights Amendment and (f) all other documents required to be executed and delivered on or prior to the Closing Date by any Party pursuant to this Agreement.

“Transaction Bonus Obligation” shall mean any obligation to pay to any natural person who is an employee, consultant or contractor of Voyager or any of its Affiliates or the Spinco Business any amount

(including, but not limited to, a retention bonus or a change of control bonus) as a result of, or within a specified period of time after, or otherwise in connection with the Transactions.

“Transaction Expenses” shall mean all costs, fees and expenses incurred in connection with the Transactions (including fees and expenses of legal counsel, accountants, investment bankers and other Representatives and consultants, if any), whether or not paid prior to Closing. For the avoidance of doubt, (i) all fees and expenses for Cleary Gottlieb Steen & Hamilton LLP and Proskauer Rose LLP shall be Transaction Expenses of Harbor, (ii) all fees and expenses for Morgan, Lewis & Bockius LLP shall be Transaction Expenses of Voyager and (iii) Shared Expenses and Taxes shall not be Transaction Expenses of any Party.

“Transactions” shall mean, collectively, the transactions contemplated by this Agreement and the other Transaction Agreements, including the Separation and the Merger.

“Transferred Real Property” shall have the meaning set forth in the Distribution Agreement.

“Transition Services Agreement” shall mean the Transition Services Agreement by and between Harbor and Spinco in a form to be mutually agreed by the Parties, and to be executed and delivered, on or prior to, the Effective Time and consistent with the Parties’ understanding of the main terms of the Transition Services Agreement as memorialized in the schedule attached hereto as Exhibit B.

“Treasury Regulations” shall have the meaning set forth in the Tax Matters Agreement.

“Uniform Commercial Code” shall mean the Uniform Commercial Code of the applicable jurisdiction and, if the applicable jurisdiction shall not have any Uniform Commercial Code, the Uniform Commercial Code as in effect in the State of Delaware.

“Voyager” shall have the meaning set forth in the preamble hereof.

“Voyager Acquisition Proposal” shall mean, other than in connection with the Transactions or as otherwise specifically contemplated by this Agreement, any proposal relating to (i) any merger, consolidation, share exchange, business combination, recapitalization or other similar transaction or series of related transactions with respect to Voyager or its Subsidiaries; (ii) any sale, lease, exchange, transfer or other disposition (including by way of merger, consolidation or exchange), in a single transaction or a series of related transactions, of the assets of Voyager or any of its Subsidiaries constituting 5% or more of the consolidated assets of Voyager or accounting for 5% or more of the consolidated revenues of Voyager; (iii) the acquisition by any Person (or the stockholders of any Person) of 5% or more of the outstanding capital stock, other equity securities or voting power of Voyager or (iv) any other similar transaction that would reasonably be expected to prevent or materially impair or delay the consummation of the Transactions.

“Voyager Audited Balance Sheet” shall have the meaning set forth in Section 5.6(a)(i) hereof.

“Voyager Audited Financial Statements” shall have the meaning set forth in Section 5.6(a)(i) hereof.

“Voyager Benefit Plans” shall mean each material “employee benefit plan” (as defined in Section 3(3) of ERISA), and all other material employee compensation, benefit, pension, profit-sharing, savings, deferred compensation, bonus, incentive compensation, commission, stock ownership, stock option, stock appreciation right, stock purchase, phantom stock, restricted stock, restricted stock unit or other equity compensation, performance, thrift, retirement, savings, employee loan, stock bonus, excess

benefits, supplemental unemployment, paid time off, vacation, perquisite, tuition reimbursement, outplacement, sick leave, retention, termination, redundancy, workers' compensation, cafeteria, disability, death benefit, severance, change in control, health and welfare (including post-retirement health and life insurance), accidental death and disability insurance, pre-tax premium conversion benefits, dependent care assistance programs, employee assistance programs, flexible spending, and fringe benefit plans, policies, programs, Contracts, agreements and arrangements, whether or not subject to ERISA written or unwritten, insured or self-insured, domestic or foreign (i) sponsored, maintained or contributed to or required to be contributed to by Voyager or any of its Subsidiaries or to which Voyager or any of its Subsidiaries is a party and (ii) in which any current or former Voyager Employee or current or former director or consultant or other service provider (or their beneficiaries) is a participant; provided, that such term shall not include any plan, program or arrangement sponsored, maintained or administered by a Governmental Authority.

“Voyager Board of Directors” shall mean the board of directors of Voyager.

“Voyager Capital Stock” shall mean Voyager Common Stock and Voyager Preferred Stock.

“Voyager Certificate” shall have the meaning set forth in Section 2.7(b)(i) hereof.

“Voyager Certificate of Incorporation” shall mean the Sixth Amended and Restated Certificate of Incorporation of Direct Vet Marketing, Inc., filed with the Delaware Secretary of State on July 13, 2017.

“Voyager Clients” shall have the meaning set forth in Section 6.28(a) hereof.

“Voyager Closing Date Net Debt” shall mean an amount (which may be positive or negative), in each case, determined as of the Calculation Time and without giving effect to the consummation of the Transactions, equal to (i) the Indebtedness of Voyager and its Subsidiaries, less (ii) an amount equal to the Cash and Cash Equivalents of Voyager and its Subsidiaries.

“Voyager Closing Date Working Capital” shall mean the Voyager Working Capital as of the Calculation Time.

“Voyager Common Stock” shall mean the common stock of Voyager, par value \$0.001 per share.

“Voyager Current Assets” shall mean, without duplication, all current Assets (excluding Cash and Cash Equivalents, Income Tax Assets and deferred Tax Assets, but including current Non-Income Tax Assets) of the Voyager Entities, determined as of the Calculation Time in accordance with the Applicable Accounting Principles.

“Voyager Current Liabilities” shall mean, without duplication, all current Liabilities (excluding Income Tax Liabilities and deferred Tax Liabilities, but including current Non-Income Tax Liabilities) and deferred rent of the Voyager Entities, determined as of the Calculation Time in accordance with the Applicable Accounting Principles.

“Voyager Disclosure Schedules” shall mean the disclosure schedules delivered by Voyager to Harbor concurrently herewith.

“Voyager Employee” shall mean, as of any date, any individual who is an employee of Voyager or its Subsidiaries (including employees who are not actively at work on such date by reason of illness, vacation, leave of absence or short-term disability).

“Voyager Entities” shall mean Voyager and each of its Subsidiaries.

“Voyager Equity Interests” shall have the meaning set forth in Section 5.4 hereof.

“Voyager Financial Statements” shall have the meaning set forth in Section 5.6(a)(ii) hereof.

“Voyager Foreign Plan” shall have the meaning set forth in Section 5.14(g) hereof.

“Voyager Fully Diluted Share Number” shall mean, as of the Effective Time, the number of shares (vested or unvested) of Voyager Capital Stock issued and outstanding on a fully diluted basis, with the number of shares underlying options and warrants being determined using the treasury stock method.

“Voyager Governmental Plan” shall have the meaning set forth in Section 5.14(h) hereof.

“Voyager Intellectual Property” shall mean all Intellectual Property that is owned by the Voyager Entities.

“Voyager Leased Real Property” shall have the meaning set forth in Section 5.8(c)(i) hereof.

“Voyager Material Adverse Effect” shall mean any effect, change or circumstance, individually or in the aggregate, that is, or would reasonably be expected to be, materially adverse to (x) Voyager, its Subsidiaries or the financial condition or results of operations of Voyager, taken as a whole, or (y) the ability of Voyager to consummate the Transactions and to perform its obligations under this Agreement and the Transaction Agreements; provided, however, that none of the following shall be deemed to constitute, and none of the following shall be taken into account in determining whether there has occurred, a Voyager Material Adverse Effect: any adverse effect, change or circumstance, individually or in the aggregate, arising from or relating to (i) general business or economic conditions, including any such conditions as they relate to Voyager, and matters generally affecting the industries in which the Voyager operates, (ii) national or international political or social conditions, including the engagement by the U.S. in hostilities, whether or not pursuant to the declaration of a national emergency or war, or the occurrence of any military or terrorist attack upon the U.S., or any of its territories, possessions, or diplomatic or consular offices or upon any military installation, equipment or personnel of the U.S., (iii) changes in financial, banking or securities markets, including changes in interest or exchange rates, in each case, in the U.S. or elsewhere in the world, (iv) changes in GAAP (or interpretations thereof), (v) changes in any Laws (or interpretations thereof), (vi) any hurricane, flood, tornado, earthquake or other natural disaster, and (vii) the negotiation or execution of this Agreement or any of the Transaction Agreements, any actions that are required to be taken or required not to be taken by this Agreement or the Transaction Agreements (other than any action required to be taken or not to be taken pursuant to Section 6.2), or the pendency or announcement of the Transactions (except that this clause (vii) shall not apply with respect to Voyager’s representations and warranties in Section 5.3); provided, that, in the case of clauses (i), (ii), (iii), (iv), (v) and (vi), such effects, changes or circumstances shall be taken into account in determining whether a Voyager Material Adverse Effect exists or would reasonably be expected to exist, solely to the extent that Voyager and its Subsidiaries are disproportionately affected thereby compared to other participants operating comparable businesses in the industries in which Voyager’s business is operated.

“Voyager Material Contracts” shall have the meaning set forth in Section 5.17(a) hereof.

“Voyager Net Debt Adjustment” shall mean an amount (which can be a positive or negative number) equal to Voyager Closing Date Net Debt minus Voyager Target Net Debt.

“Voyager Owned Real Property” shall have the meaning set forth in Section 5.8(c)(ii) hereof.

“Voyager Pension Plan” shall mean any qualified, registered, nonqualified, or nonregistered defined benefit pension plans or arrangements sponsored, maintained or contributed to by Voyager or any of its ERISA Affiliates for current or former Voyager Employees in the United States.

“Voyager Pre-Closing Straddle Period” means the portion of the Straddle Period ending on the Closing Date.

“Voyager Pre-Closing Straddle Period Taxes” means Taxes of Voyager or any of its subsidiaries (or for which Voyager or any of its subsidiaries are liable), arising prior to the Effective Time and allocable to the Voyager Pre-Closing Straddle Period. For this purpose, the portion of any Taxes that are allocable to the Voyager Pre-Closing Straddle Period shall be (a) in the case of income Taxes and all other Taxes that are not imposed on a periodic basis, the amount that would be payable if the taxable year or period of Voyager and its subsidiaries ended on the Closing Date based on an interim closing of the books and (b) in the case of any Taxes that are imposed on a periodic basis, the amount of such Taxes for the relevant period multiplied by a fraction, the numerator of which shall be the number of calendar days from the beginning of the period up to and including the Closing Date and the denominator of which shall be the number of calendar days in the entire period.

“Voyager Pre-Closing Taxes” shall mean any Taxes of Voyager or any of its subsidiaries (or for which Voyager or any of its subsidiaries are liable) arising prior to the Effective Time and relating or attributable to any Voyager Pre-Closing Tax Period (regardless of whether a Tax Return is required to be filed or such Taxes to be paid before the Closing Date) and shall include any Voyager Pre-Closing Straddle Period Taxes.

“Voyager Pre-Closing Tax Period” means any taxable period (or a portion thereof) ending on or prior to the Closing Date and shall include the Voyager Pre-Closing Straddle Period.

“Voyager Preferred Stock” shall mean (i) the Series A Preferred Stock, (ii) Series B Preferred Stock, (iii) Series C Preferred Stock, (iv) Series D Preferred Stock, (v) Series E Preferred Stock and (vi) Series F Preferred Stock.

“Voyager Privileged Communications” shall have the meaning set forth in Section 6.28(a) hereof.

“Voyager Stockholders” shall mean the holders of the Voyager Capital Stock.

“Voyager Stockholder Approval” shall have the meaning set forth in Section 5.2 hereof.

“Voyager Stockholders Meeting” shall have the meaning set forth in Section 6.9(c) hereof.

“Voyager Stockholder Vote” shall have the meaning set forth in Section 6.9(c).

“Voyager Stockholders’ Representative” shall have the meaning set forth in the preamble hereof.

“Voyager Stockholders’ Representative Expense Fund Amount” means an amount equal to two hundred fifty thousand dollars (\$250,000), to be deposited into an account designated by the Voyager Stockholders’ Representative to be used by Voyager Stockholders’ Representative in accordance with the terms of Section 6.27.

“Voyager Target Net Debt” shall mean negative twenty-five million dollars (-\$25,000,000).



“Voyager Target Working Capital” shall mean two million five hundred thousand dollars (\$2,500,000).

“Voyager Tax Opinion” shall have the meaning set forth in Section 7.3(e) hereof.

“Voyager Transaction Expenses Amount” means the amount of Transaction Expenses allocated to or to be borne by Voyager or any of its Subsidiaries pursuant to this Agreement or any of the Transaction Agreements in excess of twenty five million dollars (\$25,000,000) that is not paid prior to the Closing, including in such amount the Voyager Stockholders’ Representative Expense Fund Amount.

“Voyager Working Capital” shall mean an amount (which may be positive or negative) equal to the Voyager Current Assets minus the Voyager Current Liabilities, in each case calculated in accordance with the Applicable Accounting Principles. Section 1.1(d), of the Voyager Disclosure Schedules is an illustrative example of the calculation of Voyager Working Capital.

“Voyager Working Capital Adjustment” shall mean an amount (which may be positive or negative) equal to the Voyager Closing Date Working Capital minus the Voyager Target Working Capital; provided, that any such adjustment shall be made if and only to the extent that Voyager Working Capital is greater or less than the Voyager Target Working Capital by more than one million five hundred thousand dollars (\$1,500,000).

“WARN” shall have the meaning set forth in Section 4.15(c) hereof.

## Article II

### THE SEPARATION, THE MERGER AND RELATED MATTERS

Section 2.1 The Distribution. Upon the terms and subject to the conditions of the Distribution Agreement, prior to the Effective Time, each of Harbor and Spinco shall and shall cause its respective Subsidiaries (including Spinco prior to the Distribution) to each use its respective reasonable best efforts to consummate and make effective the Separation and the other transactions contemplated by the Distribution Agreement in accordance with its terms, including the Distribution.

Section 2.2 The Merger.

(a) After the Distribution and immediately prior to the Effective Time, the issued and outstanding shares of capital stock of Spinco shall consist solely of shares of Spinco Common Stock, all of which shall be owned as of such time directly by the Spinco Stockholders.

(b) Upon the terms and subject to the conditions of this Agreement, after the Separation, Merger Sub will be merged with and into Voyager at the Effective Time in accordance with the DGCL and upon the terms set forth in this Agreement. Following the Merger, the separate corporate existence of Merger Sub will cease, and Voyager will continue as the surviving corporation and a direct, wholly-owned Subsidiary of Spinco (Voyager as the surviving corporation following the Merger is sometimes referred to herein as the “Surviving Corporation”) and will succeed to and assume all the rights, powers, privileges and franchises, and be subject to all of the obligations of Merger Sub in accordance with the DGCL and upon the terms set forth in this Agreement.

Section 2.3 Closing. Unless the transactions contemplated herein shall have been abandoned and this Agreement terminated pursuant to Section 8.1, the closing of the Merger and the other Transactions (the “Closing”) will take place at 10:00 a.m., New York time, on (i) the earliest date that is

(x) the last Business Day of a calendar month and (y) is no earlier than the fifth (5<sup>th</sup>) Business Day following the first date on which the satisfaction or, to the extent permitted by applicable Law, waiver of the conditions set forth in Article VII hereof occurs or (ii) such other date or place as is agreed to in writing by the Parties (the "Closing Date"). The Closing shall take place at the offices of Cleary Gottlieb Steen & Hamilton LLP, One Liberty Plaza, New York, New York 10006.

Section 2.4 Effective Time. On the Closing Date, Merger Sub and Voyager will execute and file in the office of the Secretary of State of the State of Delaware a certificate of merger (the "Certificate of Merger") executed in accordance with the DGCL. The Merger will become effective at the time of filing of the Certificate of Merger with the Secretary of State of the State of Delaware in accordance with the DGCL, or at such later time as is agreed upon by the Parties and set forth in the Certificate of Merger (such time as the Merger becomes effective is referred to herein as the "Effective Time").

Section 2.5 Effects of the Merger. The Merger will have the effects set forth in this Agreement, the Certificate of Merger and the DGCL.

Section 2.6 Certificate of Incorporation and Bylaws of the Surviving Corporation.

(a) *Certificate of Incorporation*. At the Effective Time, the certificate of incorporation of Merger Sub as in effect immediately prior to the Effective Time and in a form to be mutually agreed by Harbor and Spinco (on the one hand) and Voyager (on the other hand) shall be the certificate of incorporation of the Surviving Corporation from and after the Effective Time until amended in accordance with applicable Law and such certificate of incorporation, except that the name of the Surviving Corporation shall be "Direct Vet Marketing, Inc."

(b) *Bylaws*. At the Effective Time, the bylaws of Merger Sub as in effect immediately prior to the Effective Time and in a form to be mutually agreed by Harbor and Spinco (on the one hand) and Voyager (on the other hand) shall be the bylaws of the Surviving Corporation from and after the Effective Time until amended in accordance with applicable Law and such bylaws.

Section 2.7 Conversion of Capital Stock. At the Effective Time, by virtue of the Merger and without any action on the part of the Parties or any holder of the capital stock of Harbor, Spinco, Merger Sub or Voyager:

(a) *Merger Sub Common Stock*. Each share of Merger Sub Common Stock issued and outstanding immediately prior to the Effective Time shall be converted into and become one validly issued, fully paid and nonassessable share of common stock, par value \$0.01 per share, of the Surviving Corporation. From and after the Effective Time, all certificates representing the common stock of Merger Sub shall be deemed for all purposes to represent the number of shares of common stock of the Surviving Corporation into which they were converted in accordance with the immediately preceding sentence.

(b) *Conversion of Voyager Capital Stock*.

(i) Each share of Voyager Capital Stock issued and outstanding immediately prior to the Effective Time (other than any Dissenting Shares and shares to be canceled in accordance with Section 2.7(b)(ii) hereof) shall be automatically converted into the right to receive the Per Share Merger Consideration. Following the Effective Time, all shares of Voyager Capital Stock shall no longer be outstanding and shall automatically be canceled and cease to exist, and each certificate previously evidencing any such shares of Voyager Capital Stock (a "Voyager Certificate") shall thereafter cease to have any rights with respect thereto, except the right to receive, upon the surrender of such Voyager

Certificates in accordance with this Section 2.7(b), the Per Share Merger Consideration, without any interest thereon.

(ii) All shares of Voyager Capital Stock held in Spinco's or Merger Sub's treasury or owned by any other Spinco Entity, Harbor Entity or Voyager or any wholly-owned Subsidiary of Voyager shall be cancelled and extinguished and shall cease to exist and no shares of Spinco Common Stock or other consideration shall be delivered in exchange therefor.

(iii) Notwithstanding the foregoing or anything in this Agreement to the contrary, in the event that the Series Preferred Issue Price (as defined in the Voyager Certificate of Incorporation) of any share of Voyager Preferred Stock, plus any dividends declared but unpaid thereon, is greater than the Closing Per Share Merger Consideration, the provisions of this Agreement allocating the Closing Per Share Merger Consideration among the Voyager Stockholders shall be deemed to be amended and restated, and the Parties shall cooperate to document such amendment and restatement, to give effect to the applicable provisions of the Voyager Certificate of Incorporation; provided, that nothing in this Section 2.7(b)(iii) shall either prejudice in any way the rights and remedies of Harbor and Spinco under this Agreement or permit the Parties to take any action (or fail to take any action) that is inconsistent with the Spin-off Tax Opinion or Merger Tax Opinion, or otherwise could reasonably be expected to result in a Tax-Free Transaction Failure.

(iv) Any fractional shares of Spinco Common Stock that would otherwise be issuable to a Voyager Stockholder pursuant to Section 2.7(b)(i) shall be aggregated and such Voyager Stockholder shall be issued in respect of all such fractional shares a number of shares of Spinco Common Stock equal to such aggregate number, rounded to the nearest whole number. Harbor, Spinco, Merger Sub, Voyager and the Voyager Stockholders' Representative acknowledge and agree that the conversion set forth in the preceding sentence in lieu of issuing fractional shares of Spinco Common Stock was not separately bargained-for consideration but merely represents a mechanical rounding off for purposes of avoiding the expense and inconvenience to Spinco that would otherwise be caused by the issuance of fractional shares of Spinco Common Stock. In the event that after giving effect to this Section 2.7(b)(iv), the aggregate number of shares of Spinco Common Stock issued to the Voyager Stockholders is greater than the number of shares of Spinco Common Stock to be issued as the Aggregate Closing Merger Consideration, the Aggregate Closing Merger Consideration shall be deemed to be amended to include such number of additional shares of Spinco Common Stock issued pursuant to this Section 2.7(b)(iv).

#### Section 2.8 Exchange of Shares.

(a) *Exchange Agent.* Prior to the Effective Time, Spinco shall designate a bank or trust company reasonably acceptable to Voyager to act as the exchange agent in connection with the Merger (the "Exchange Agent") for purposes of exchanging shares of Voyager Capital Stock in accordance with the terms of this Agreement. At or prior to the Effective Time, Spinco shall deposit, or shall cause to be deposited, with the Exchange Agent, evidence of Spinco Common Stock in book-entry form representing the aggregate Closing Per Share Merger Consideration issuable to holders of Voyager Capital Stock as of the Effective Time pursuant to Section 2.7(b) (such evidence of book-entry shares of Spinco Common Stock, together with any such cash amounts subsequently deposited after Closing in respect of the Adjustment Amount pursuant to Section 3.1(d), the "Exchange Fund"). The Exchange Fund shall not be used for any purpose that is not expressly provided for in this Agreement.

(b) *Exchange Procedures.* Prior to the Effective Time, Spinco shall cause the Exchange Agent to mail to each holder of record of Voyager Capital Stock (i) a letter of transmittal (together with any other materials delivered therewith, the "Letter of Transmittal"), which shall specify that delivery shall be effected, and risk of loss and title to the Voyager Certificates shall pass, only upon delivery of the

Voyager Certificates (or affidavits of loss in lieu thereof) to the Exchange Agent and shall be in such form as agreed to by Spinco and Voyager and (ii) instructions for effecting the surrender of Voyager Certificates (or affidavits of loss in lieu thereof) in exchange for payment of the Closing Per Share Merger Consideration into which such Voyager Capital Stock has been converted pursuant to this Agreement. Promptly after the Effective Time, Spinco shall cause the Exchange Agent to distribute to each Voyager Stockholder that delivers to the Exchange Agent, together with such Voyager Stockholder's Voyager Certificate(s) (or affidavits of loss in lieu thereof), a Letter of Transmittal duly completed and validly executed in accordance with the instructions thereto, and such other documents as may be required pursuant to such instructions, the number of shares of Spinco Common Stock (in uncertificated form or evidence of shares in book-entry form) into which the shares of Voyager Capital Stock held by such Voyager Stockholder as of immediately prior to the Effective Time have been converted in accordance with Section 2.7(b) hereof and, promptly following the final determination of the Final Closing Statement in accordance with Section 3.1(c), any amount payable in respect of the Additional Per Share Merger Consideration. For the avoidance of doubt, in no event shall the Exchange Agent have the right to vote any shares of Spinco Common Stock held by the Exchange Agent.

(c) *No Further Rights in Voyager Capital Stock.* All shares of Spinco Common Stock issued upon conversion of shares of Voyager Capital Stock in accordance with the terms of this Section 2.8(c) shall be deemed to have been issued at the Effective Time in full satisfaction of all rights pertaining to such shares of Voyager Capital Stock. At the Effective Time, the stock transfer books of Voyager shall be closed and thereafter there shall be no further registration of transfers of shares of Voyager Capital Stock on the records of Voyager. From and after the Effective Time, the holders of shares of Voyager Capital Stock outstanding immediately prior to the Effective Time shall cease to have any rights with respect to such shares of Voyager Capital Stock except as otherwise provided for herein or by applicable Law.

(d) *Termination of Exchange Fund.* Any portion of the Exchange Fund that remains undistributed to the former holders of shares of Voyager Capital Stock on the date that is twelve (12) months after the Effective Time shall be delivered to Spinco, upon demand, and any former holders of shares of Voyager Capital Stock who have not theretofore received shares of Spinco Common Stock in accordance with this Article II shall thereafter look only to Spinco for the Per Share Merger Consideration (subject to any abandoned property, escheat or similar Law).

(e) *No Liability.* None of the Parties hereto or the Exchange Agent shall be liable to any Person for any Per Share Merger Consideration or other amounts from the Exchange Fund delivered to a public official pursuant to any abandoned property, escheat or similar Law. Any portion of the Exchange Fund remaining unclaimed by holders of shares of Voyager Capital Stock as of a date which is immediately prior to such time as such amounts would otherwise escheat to or become property of any Governmental Authority shall, to the extent permitted by applicable Law, become the property of Spinco free and clear of any claims or interest of any Person previously entitled thereto.

(f) *Lost, Stolen or Destroyed Certificates.* In the event any Voyager Certificate shall have been lost, stolen, mutilated or destroyed, upon the making of an affidavit of that fact by the Person claiming such Voyager Certificate to be lost, stolen, mutilated or destroyed and, if required by Spinco, the posting by such Person of a bond in customary amount and upon such terms as may be required by Spinco as indemnity against any claim that may be made against it, the Exchange Agent or Spinco with respect to such Voyager Certificate, the Exchange Agent will issue in exchange for such lost, stolen, mutilated or destroyed Voyager Certificate the shares of Spinco Common Stock and the cash that would have been issuable or payable pursuant to the provisions of this Article II (after giving effect to any required Tax withholdings as provided in Section 2.8(g)) had such lost, stolen or destroyed Voyager Certificate been surrendered.

(g) *Withholding Rights.* Each of Harbor, Spinco, the Surviving Corporation and the Exchange Agent hereto, as the case may be, shall be entitled to deduct and withhold from any consideration otherwise payable pursuant to this Agreement such amounts as may be required to be deducted and withheld with respect to the making of such payment under the Code or under any provision of state, local or foreign Tax Law. To the extent that amounts are so withheld and paid over to the appropriate Tax authority, such withheld amounts shall be treated for all purposes of this Agreement as having been paid to the Persons with respect to which such deduction and withholding was made.

(h) *Uncertificated Shares.* Promptly after the Effective Time, Spinco shall cause the Exchange Agent to (i) mail to each holder of uncertificated shares of Voyager Capital Stock materials advising such holder of the effectiveness of the Merger and the conversion of its shares of Voyager Capital Stock into the Per Share Merger Consideration and (ii) issue to each holder of that number of whole shares of Spinco Common Stock that such holder is entitled to receive in respect of each such uncertificated share of Voyager Capital Stock pursuant to Section 2.7(b) in uncertificated form (or evidence of shares in book-entry form, as applicable, in respect of each such uncertificated share of Voyager Capital Stock (after giving effect to any required Tax withholdings as provided in Section 2.8(g)), without interest thereon.

Section 2.9 *Dissenting Shares.* Notwithstanding anything in this Agreement to the contrary, shares of Voyager Capital Stock outstanding immediately prior to the Effective Time and held by a Voyager Stockholder who is entitled to demand and has properly demanded appraisal for such shares of Voyager Capital Stock in accordance with, and who complies in all respects with, Section 262 of the DGCL (such shares, the “Dissenting Shares”) shall not be converted into the right to receive the Per Share Merger Consideration, and shall instead represent the right to receive payment of the fair value of such Dissenting Shares in accordance with and to the extent provided by Section 262 of the DGCL. If any such Voyager Stockholder fails to perfect or otherwise waives, withdraws or loses his right to appraisal under Section 262 of the DGCL or other applicable Law, then the right of such Voyager Stockholder to be paid the fair value of such Dissenting Shares shall cease and such Dissenting Shares shall be deemed to have been converted, as of the Effective Time, into and shall be exchangeable solely for the right to receive the Per Share Merger Consideration, without interest and subject to any withholding of Taxes required by applicable Law in accordance with Section 2.8(g). Voyager shall give Harbor and Spinco prompt notice of any demands received by Voyager for appraisal of shares of Voyager Capital Stock, attempted withdrawals of such demands and any other instruments served pursuant to the DGCL and received by Voyager relating to rights to be paid the fair value of Dissenting Shares, and Harbor and Spinco shall have the right to participate in all negotiations and proceedings with respect to such demands. Prior to the Effective Time, Voyager shall not, except with the prior written consent of Harbor and Spinco, make any payment (unless required by Law) with respect to, or settle or compromise or offer to settle or compromise, any such demands, or approve any withdrawal of any such demands, or agree to do any of the foregoing.

Section 2.10 *Directors.* Subject to applicable Law, Spinco, Merger Sub and Voyager shall take all such action as may be necessary to cause such individuals as may be mutually agreed by the Parties to be the directors of the Surviving Corporation from and after the Effective Time, to hold office until their respective successors are duly elected and qualified, or their earlier death, resignation or removal.

Section 2.11 *Officers.* Subject to applicable Law, Spinco, Merger Sub and Voyager shall take all such action as may be necessary to cause such individuals as may be mutually agreed by the Parties to be the officers of the Surviving Corporation from and after the Effective Time, to hold office until their respective successors are duly elected and qualified, or their earlier death, resignation or removal.

Section 2.12 Escrowed Shares. On or prior to the Closing Date, Harbor, Spinco and the Voyager Stockholders' Representative shall enter into an escrow agreement to be agreed upon in good faith between the Parties (the "Escrow Agreement") with an escrow agent selected by Harbor and reasonably acceptable to the Voyager Stockholders' Representative (the "Escrow Agent"). On or prior to the Closing Date, the Escrowed Shares shall be deposited by Spinco in an escrow account (the "Escrow Account") and such Escrowed Shares shall be held in escrow pursuant to the terms of this Agreement and the Escrow Agreement and distributed in accordance with Section 9.2(b). Distributions of any Escrowed Shares from the Escrow Account, the number of such Escrowed Shares deposited with the Escrow Agent, and the valuation of such Escrowed Shares for purposes of redemption pursuant to this Agreement shall be determined in accordance with the Escrow Agreement. The adoption of this Agreement and the approval of the Merger by the Voyager Stockholders shall constitute approval of the Escrow Agreement and the arrangements relating thereto, including, without limitation, the deposit of the Escrowed Shares in the Escrow Account.

### Article III

#### POST-CLOSING ADJUSTMENTS

##### Section 3.1 Post-Closing Adjustment.

(a) Within ninety (90) days following the Distribution Date, Spinco shall cause to be prepared and delivered to the Voyager Stockholders' Representative a certificate endorsed by an executive officer of Spinco certifying a statement (the "Preliminary Closing Statement") setting forth Spinco's good faith calculation of (i) the Voyager Transaction Expenses Amount, (ii) the Voyager Working Capital Adjustment, (iii) the Voyager Net Debt Adjustment, and (iv) the Adjustment Amount, including reasonable detail regarding the calculations thereof. The Preliminary Closing Statement shall be prepared in accordance with the Applicable Accounting Principles.

(b) During the forty-five (45)-day period following the Voyager Stockholders' Representative's receipt of the Preliminary Closing Statement, Spinco shall give the Voyager Stockholders' Representative and each of its Representatives access at all reasonable times and on reasonable advance notice to the books, records, properties, working papers and personnel of the Surviving Corporation (including the Surviving Corporation's senior finance and accounting personnel and its accountants) to the extent reasonably required to permit the Voyager Stockholders' Representative to review the Preliminary Closing Statement. Within forty-five (45) days after receipt of the Preliminary Closing Statement, the Voyager Stockholders' Representative may, in a written notice to Spinco, set forth in reasonable detail any proposed adjustments to the items set forth on the Preliminary Closing Statement and the reasons therefor (it being agreed that the only permitted reasons for such adjustments shall be mathematical error or the failure to compute items set forth therein in accordance with this Agreement). If Spinco shall not have received a notice of proposed adjustments within such forty-five (45)-day period from the Voyager Stockholders' Representative, the Voyager Stockholders' Representative will be deemed to have accepted irrevocably the Preliminary Closing Statement.

(c) The Voyager Stockholders' Representative and Spinco shall negotiate in good faith to resolve any disputes over any proposed adjustments to the Preliminary Closing Statement during the thirty (30) days following Spinco's receipt of the proposed adjustments. If the Voyager Stockholders' Representative and Spinco are unable to resolve such dispute within such thirty (30)-day period, then, at the written request of either such Party (the "Dispute Resolution Request"), each such Party shall appoint a knowledgeable, responsible representative to meet in person and negotiate in good faith to resolve the disputed matters. The Parties intend that these negotiations be conducted by experienced business representatives empowered to decide the issues. Such negotiations shall take place during the thirty

(30)-day period following the date of the Dispute Resolution Request. If the business representatives resolve the dispute, such resolution shall be memorialized in a written agreement (the Preliminary Closing Statement, as revised by such negotiations, written agreement or the final decision of the accounting firm referred to below, the "Final Closing Statement"). If the business representatives do not resolve the dispute during the periods described above, then the Voyager Stockholders' Representative and Spinco shall jointly engage KPMG LLP to arbitrate and resolve such disputes, which resolution shall be final, binding and enforceable in accordance with Section 10.13. If KPMG LLP is unable or unwilling to act as arbitrator, a nationally recognized accounting firm shall be selected by lot from among the remaining nationally recognized firms which are not the regular independent auditor firm of Spinco or Voyager, and in such event references herein to KPMG LLP shall be deemed to refer to such replacement accounting firm. Within the thirty (30)-day period following its engagement, KPMG LLP shall arbitrate and resolve such dispute based solely on the written submissions provided by the Voyager Stockholders' Representative and Spinco and shall only consider whether the Preliminary Closing Statement (and each component thereof) was prepared in accordance with this Agreement and (only with respect to disputed matters submitted to the accounting firm) whether and to what extent the Preliminary Closing Statement requires adjustment. In resolving any disputed matter, KPMG LLP shall (i) adhere to the definitions contained in this Agreement and the guidelines and principles of this Section 3.1 and (ii) not assign a value to any item higher than the highest value for such item claimed by the Voyager Stockholders' Representative and Spinco or lower than the lowest value claimed by either such Person; provided, however, that to the extent the determination of value of any disputed item affects any other item used in calculating the Voyager Working Capital Adjustment or the Voyager Net Debt Adjustment, such effect may be taken into account by KPMG LLP. The fees and expenses of KPMG LLP shall be shared by the Voyager Stockholders' Representative (on behalf of the Voyager Stockholders) and Spinco in inverse proportion to the relative amounts of the disputed amount determined in favor of the Voyager Stockholders' Representative and Spinco, respectively.

(d) Upon final determination of the Final Closing Statement pursuant to Section 3.1(c):

(i) If the Adjustment Amount is positive, Spinco shall pay to the Exchange Agent the lesser of (A) one hundred million dollars (\$100,000,000) (less all amounts paid or payable pursuant to Section 9.2 hereof in respect of Voyager Pre-Closing Taxes) and (B) the Adjustment Amount, which amount shall be distributed to each Voyager Stockholder in such proportion as is represented by a fraction, (x) the numerator of which is the number of shares of Voyager Capital Stock held by each such Voyager Stockholder as of immediately prior to the Effective Time and (y) the denominator of which is the Voyager Fully Diluted Share Number.

(ii) If the Adjustment Amount is negative, the Escrow Agent shall transfer or cause to be transferred from the Escrow Account to Spinco a number of shares of Spinco Common Stock having a value (determined in accordance with the Escrow Agreement) equal to the absolute value of the Adjustment Amount, and any such shares of Spinco Common Stock shall thereafter be canceled by Spinco and no longer be outstanding.

(e) The Parties' sole recourse with respect to the Adjustment Amount shall be as set forth in Section 3.1(d).

(f) Notwithstanding anything herein to the contrary, no distribution of Escrowed Shares or other adjustment under this Section 3.1 (or portion thereof) shall be made to the extent the effect of such distribution or adjustment (or portion thereof) would reasonably be expected to result in the Harbor Stockholders owning fifty percent (50%) or less of Spinco Common Stock (as measured for purposes of Section 355(e) of the Code) on or after the Effective Time or otherwise cause a Tax-Free Transaction Failure.

## Article IV

### REPRESENTATIONS AND WARRANTIES OF HARBOR, SPINCO AND MERGER SUB

Except as set forth in the correspondingly numbered Sections of the Harbor/Spinco Disclosure Schedules, it being understood and agreed that each disclosure set forth in the Harbor/Spinco Disclosure Schedules shall qualify or modify each of the representations and warranties set forth in this Article IV to the extent the applicability of the disclosure to such representation and warranty is readily apparent from the text of the disclosure made (without reference to any additional information, investigation, or documentation), Harbor, Spinco and Merger Sub hereby represent and warrant to Voyager (which, in the case of Section 4.6(e), Section 4.8(b), Section 4.11(e), Section 4.12(a), Section 4.14(a) through (d), Section 4.14(f), Section 4.16(b) and (c) and Section 4.22(b) and (c), are made assuming Separation has occurred) as follows:

#### Section 4.1 Due Organization, Good Standing, Corporate Power and Subsidiaries.

(a) Each of Harbor, Spinco and Merger Sub is a corporation duly organized, validly existing and in good standing under the Laws of the State of Delaware. Harbor and its Subsidiaries have all requisite corporate power and authority to own, lease and operate their properties and assets that will be contributed to Spinco and the Spinco Subsidiaries pursuant to the Distribution Agreement and to carry on the Spinco Business as it is now being conducted. Each of Harbor and its Subsidiaries is duly qualified or licensed to do business and is in good standing (with respect to jurisdictions which recognize such concept) in each jurisdiction in which the property owned, leased or operated by the Spinco Business that will be contributed to Spinco and the Spinco Subsidiaries pursuant to the Distribution Agreement or in which the nature of the Spinco Business conducted by it makes such qualification or licensing necessary, except in such jurisdictions where the failure to be so qualified or licensed or to be in good standing has not had or would not reasonably be expected to have, individually or in the aggregate, a Spinco Material Adverse Effect.

(b) All of the outstanding shares of capital stock of, or other equity interests in, each Spinco Subsidiary have been duly authorized and validly issued and are fully paid and non-assessable and are owned directly or indirectly by Spinco, free and clear of all liens other than pursuant to the Spinco Financing.

Section 4.2 Authorization and Validity of Agreement. Each of Harbor, Spinco and Merger Sub has all necessary corporate power and authority to execute and deliver this Agreement and each Transaction Agreement to which it is a party, to perform its obligations hereunder and thereunder and, subject to the receipt of the Merger Sub Stockholder Approval and the Spinco Stockholder Approval, to consummate the Transactions. The execution, delivery and performance of this Agreement and the Transaction Agreements by each of Harbor, Spinco and Merger Sub, and the consummation by each of them of the Transactions, have been duly and validly authorized by each of the Harbor Board of Directors, Spinco Board of Directors and Merger Sub Board of Directors, and no other corporate or other action on the part of Harbor, Spinco or Merger Sub is necessary to authorize the execution, delivery and performance of this Agreement and the Transaction Agreements or the consummation of the Transactions (other than the Merger Sub Stockholder Approval and the Spinco Stockholder Approval). Each of the Harbor Board of Directors, the Spinco Board of Directors and the Merger Sub Board of Directors, as applicable, has, in each case, (i) determined that this Agreement, the Transaction Agreements and the Transactions (including the Merger), taken together, are advisable, fair and in the best interest of Harbor, Spinco and Merger Sub, respectively, and their respective stockholders, as applicable, and (ii) approved this Agreement, the Transaction Agreements and the Transactions (including the Merger). The Spinco Board of Directors has approved and declared advisable the issuance of Spinco Common Stock in



connection with the Distribution and the Merger. In addition, the Merger Sub Board of Directors has recommended the affirmative vote of Spinco with respect to the Merger Sub Stockholder Approval (as defined below) and the Spinco Board of Directors has recommended the affirmative vote of Harbor, as sole stockholder of Spinco, with respect to the Spinco Stockholder Approval (as defined below). The only approvals or consents of the holders of any class or series of capital stock necessary to adopt this Agreement and the Transaction Agreements and to approve the Merger and the Transactions are the affirmative vote of Spinco, as sole stockholder of Merger Sub (the "Merger Sub Stockholder Approval") and the affirmative vote of Harbor, as sole stockholder of Spinco (the "Spinco Stockholder Approval"), which each of Merger Sub and Spinco shall obtain by written consent pursuant to Section 228 of the DGCL on the date hereof immediately following the execution and delivery of this Agreement. This Agreement and the Transaction Agreements have been or shall be duly and validly executed and delivered by each of Harbor, Spinco and Merger Sub, as applicable, and, to the extent it is a party thereto, assuming due and valid authorization, execution and delivery hereof and thereof by Voyager, each is a valid and binding obligation of each of Harbor, Spinco and Merger Sub enforceable against each of Harbor, Spinco and Merger Sub in accordance with their terms, except to the extent that its enforceability may be subject to applicable bankruptcy, insolvency, reorganization, moratorium or other similar Laws, now or hereinafter in effect, affecting the enforcement of creditors' rights generally and by general equitable principles.

Section 4.3 No Violation. Assuming (a) the filings required under the HSR Act and under those antitrust Laws set forth in Section 4.3 of the Harbor/Spinco Disclosure Schedules are made and the waiting periods thereunder (if applicable) have been terminated or expired, (b) the approvals set forth in Section 4.3 of the Harbor/Spinco Disclosure Schedules have been obtained, (c) the applicable requirements of the Securities Act and the Exchange Act are met, (d) the requirements under any applicable state securities or blue sky Laws are met, (e) the requirements of the NASDAQ Global Select Market, or such other stock exchange as is mutually agreed upon by the Parties in respect of the listing of the shares of Spinco Common Stock to be issued pursuant hereto are met and (f) the filing of the Certificate of Merger and other appropriate Merger documents, if any, as required by the DGCL, is made, the execution and delivery of this Agreement and the Transaction Agreements by Harbor, Spinco and Merger Sub, as applicable, and the consummation by Harbor, Spinco and Merger Sub of the Transactions, do not and will not: (w) violate, conflict with or result in a breach of any provision of their respective certificates of incorporation or bylaws; (x) violate or conflict in any material respect with any Law or Order of any Governmental Authority applicable to Harbor or any Spinco Entity or by which any of the properties or assets that will be contributed to the Spinco Entities pursuant to the Distribution Agreement may be bound; (y) require any filing with, or License, consent or approval of, or the giving of any notice to, any Governmental Authority, the failure of which to file or receive would be material; or (z) result in a violation or breach of, constitute (with or without due notice or lapse of time or both) a default under, or give rise to any right of termination, cancellation or acceleration, or result in the creation of any Encumbrance upon any of the properties, assets, or capital stock of Harbor or any of its Subsidiaries that will be contributed to the Spinco Entities pursuant to the Distribution Agreement or give rise to any obligation, right of termination, cancellation, acceleration or increase of any obligation or a loss of a benefit under, any of the terms, conditions or provisions of any Spinco Material Contract to which Harbor or its Subsidiaries is a party that will be contributed to the Spinco Entities pursuant to the Distribution Agreement, or by which the Spinco Entities or the properties or assets that will be contributed to the Spinco Entities pursuant to the Distribution Agreement may be bound, excluding in the case of clause (z) above, conflicts, violations, breaches, defaults, rights of payment and reimbursement, terminations, modifications, accelerations and creations and impositions of Encumbrances which have not had or would not reasonably be expected to have, individually or in the aggregate, a Spinco Material Adverse Effect.

Section 4.4 Capitalization. As of the date hereof, the authorized capital stock of Spinco consists solely of one hundred (100) shares of capital stock, all of which shares are classified and designated as Spinco Common Stock. Other than as contemplated by the Transaction Agreements, no

additional shares of Spinco Common Stock will be issued prior to the Effective Time. As of the date hereof, one hundred (100) shares of Spinco Common Stock are issued and outstanding and owned by Harbor. All of the issued and outstanding shares of Spinco Common Stock have been duly authorized and validly issued and are fully paid and non-assessable. Except for shares issuable pursuant to this Agreement, the Transaction Agreements and other than any put, call, preemptive, tag-along or drag-along or other similar rights, held by any JV Minority Shareholders, (i) there are no outstanding options, warrants, rights, calls, subscriptions, claims of any character, agreements, obligations, convertible or exchangeable securities, or other commitments, contingent or otherwise, relating to Spinco Common Stock or any capital stock equivalent or other nominal interest in Spinco or any material Spinco Subsidiary (“Spinco Equity Interests”) pursuant to which Spinco or any material Spinco Subsidiary is or may become obligated to issue shares of its capital stock or other equity interests or any securities convertible into or exchangeable for, or evidencing the right to subscribe for any Spinco Equity Interests and (ii) there are no outstanding obligations of Spinco to repurchase, redeem or otherwise acquire any outstanding securities of Spinco Equity Interests. Except pursuant to this Agreement, the Transaction Agreements and any equity incentive plan of Spinco or its Subsidiaries, immediately following the Distribution there will be no Contracts or commitments to which Spinco is a party relating to the issuance, sale, transfer or voting of any equity securities or other securities of Spinco.

Section 4.5 Affiliate Transactions. Except for (a) transactions under or in connection with this Agreement or the other Transaction Agreements, (b) commercial transactions entered into in the ordinary course consistent with past practice, and (c) as set forth in Section 4.5 of the Harbor/Spinco Disclosure Schedules, as of the date hereof, there are no transactions or Contracts between or among (i) any of the Spinco Entities, on the one hand, and (ii) Harbor or any of its Subsidiaries (other than the Spinco Entities) or Affiliates, on the other hand, of the type that would be required to be disclosed if Spinco were a company subject to Item 404 of Regulation S-K promulgated under the Securities Act and that will remain in effect or result in Liability for or impose obligations on any Spinco Entity following the Distribution. With respect to the Spinco Business, since December 31, 2017 to the date hereof, other than as required to effect the Transactions described herein or in the other Transaction Agreements or as set forth in Section 4.5 of the Harbor/Spinco Disclosure Schedules, neither Harbor nor any of the Spinco Entities has, nor have any of their respective Subsidiaries, entered into or amended any Contract or arrangement with any of their respective Affiliates, except in the ordinary course consistent with past practice.

Section 4.6 Spinco Financial Statements.

(a) Section 4.6(a) of the Harbor/Spinco Disclosure Schedules sets forth complete and correct copies of the unaudited, combined balance sheet of the Spinco Business as of December 30, 2017 and December 31, 2016 together with the unaudited, combined statement of income for the fiscal years ended December 30, 2017 and December 31, 2016, in each case, on an as-reported basis (the “Spinco Financial Statements”).

(b) Except as set forth on Section 4.6(b) of the Harbor/Spinco Disclosure Schedules, the Spinco Financial Statements were derived from Harbor’s financial statements and have been prepared in accordance with U.S. GAAP, applied on a consistent basis throughout the periods indicated and on that basis fairly present, in all material respects, the combined financial position and combined results of operations of the Spinco Business as of the dates thereof and the results of its operations or other information included therein for the periods indicated or as of the dates then ended, in each case, subject, where appropriate, to the absence of footnotes and normal year-end audit adjustments, as of the dates thereof and for the periods covered thereby.

(c) When delivered pursuant to Section 6.22, the Spinco Audited Financial Statements shall have been prepared in accordance with U.S. GAAP applied on a consistent basis throughout the periods indicated and on that basis fairly present, in all material respects, the financial position, results of operations and cash flows of the Spinco Business as of the dates and for the periods indicated.

(d) As of the date hereof, neither Spinco nor any of the Spinco Subsidiaries is required to file any form, report, registration statement, prospectus or other document with the SEC.

(e) *Undisclosed Liabilities.* Except as recorded as a Liability or otherwise reserved against in the Spinco Financial Statements, the Spinco Entities do not have any Liability of any nature (whether accrued, absolute, contingent or otherwise) other than (i) Liabilities incurred in the ordinary course of business since December 31, 2017, (ii) Liabilities incurred under or in accordance with this Agreement or in connection with the Transactions and (iii) Liabilities that have not had or would not reasonably be expected to have, individually or in the aggregate, a Spinco Material Adverse Effect.

Section 4.7 Information to Be Supplied. The Registration Statement (and the Prospectus to be included therein) and the other documents required to be filed by Harbor or Spinco with the SEC in connection with the Transactions will comply as to form and substance, in all material respects, with the requirements of the Securities Act and together with the information supplied or to be supplied by Spinco or Harbor (which, for the avoidance of doubt, shall not include information supplied or to be supplied by Voyager) for inclusion in the Prospectus to be included in the Registration Statement will not, (a) on the date of its filing, (b) in the case of the Registration Statement, at the time the Registration Statement becomes effective under the Securities Act or (c) in the case of the Prospectus, on the date(s) on which the Prospectus is mailed to the Harbor Stockholders, contain any untrue statement of material fact or omit to state any material fact required to be stated therein or necessary in order to make the statements therein, in light of the circumstances under which they are made, not misleading.

#### Section 4.8 Assets.

(a) Except for the assets referred to in clauses (i) - (xvi) of the definition of Excluded Assets in the Distribution Agreement, any Delayed Transfer Assets and the items set forth in Section 4.8(a) of the Harbor/Spinco Disclosure Schedules, after giving effect to the Transactions (including as permitted pursuant to Section 6.1) and the Transaction Agreements, the Spinco Assets, when taken together with the transition services being provided under the Transition Services Agreement, will, at the Effective Time, constitute those assets used or held for use by Harbor and its Affiliates necessary to operate the Spinco Business in all material respects as it is currently conducted and as it has been conducted in the twelve (12) months prior to the date hereof (except with respect to changes in the ordinary course, in each case not implemented with the intent of adversely manipulating the assets or liabilities that would be transferred to Spinco in connection with the Transactions contemplated by the Distribution Agreement).

(b) Except for Delayed Transfer Assets, following the Distribution, Spinco or one of the Spinco Subsidiaries will have good and valid title to, or in the case of leased properties and assets, valid leasehold interests in, all of the tangible Spinco Assets, except where the failure to have such good and valid title or valid leasehold interests would not, individually or in the aggregate, reasonably be expected to be materially adverse to Spinco and the Spinco Subsidiaries, taken as a whole, in each case subject to no Encumbrances, other than Permitted Encumbrances.

(c) Section 4.8(c) of the Harbor/Spinco Disclosure Schedules lists the material overhead and shared services currently provided to any Spinco Entity and/or the Spinco Business, by Harbor or any of its Affiliates other than the Spinco Entities.

(d) Neither Harbor, with respect to the Spinco Business, nor any of the Spinco Entities, is a party to any agreement that will remain in effect following the Closing to purchase any material real property.

(e) Notwithstanding the foregoing, the representations and warranties in this Section 4.8 do not apply to matters covered by Section 4.16 (Intellectual Property Matters).

(f) *Real Property.*

(i) Section 4.8(f)(i) of the Harbor/Spinco Disclosure Schedules sets forth (A) the address (or other identifying description) and (B) the identity of the lessor and lessee of each parcel of real property leased by Spinco or any of the Spinco Subsidiaries following the Distribution (the "Spinco Leased Real Property"). To Harbor's Knowledge, all buildings, structures and improvements located on such Spinco Leased Real Property are in reasonably good condition and repair, ordinary wear and tear excepted, except if the failure to meet such standards would not materially and adversely impair the use of any such real property as currently used by the Spinco Business. To Harbor's Knowledge, a Spinco Entity has a valid and binding leasehold interest in each parcel of Spinco Leased Real Property, free and clear of any material Encumbrances, other than Permitted Encumbrances. To Harbor's Knowledge, neither Harbor, with respect to the Spinco Business, nor any of the Spinco Entities has subleased, licensed or otherwise granted to a third party any material right to use or occupy all or any portion of the Spinco Leased Real Property.

(ii) Section 4.8(f)(ii) of the Harbor/Spinco Disclosure Schedules sets forth the address (or other identifying description) of each parcel of real property owned by Spinco or any of the Spinco Subsidiaries following the Distribution (the "Spinco Owned Real Property"). To Harbor's Knowledge, a Spinco Entity has good and marketable fee simple title (or such equivalent right, as applicable) in and to each parcel of Spinco Owned Real Property, including all of the buildings and improvements thereon, free and clear of any material Encumbrances, other than Permitted Encumbrances. To Harbor's Knowledge, all buildings, structures and improvements located on such Spinco Owned Real Property are in reasonably good condition and repair, ordinary wear and tear excepted, except if the failure to meet such standards would not materially and adversely impair the use of any such real property as currently used by the Spinco Business. To Harbor's Knowledge, there are no material outstanding options, rights of first offer or rights of first refusal to purchase any such Spinco Owned Real Property or any portion thereof or interest therein. To Harbor's Knowledge, other than pursuant to easements of record, neither Harbor nor any Spinco Entity has leased or granted any material right to use or occupy all or any portion of a Spinco Owned Real Property to a third party. To Harbor's Knowledge, there is no material condemnation or other proceeding in eminent domain, pending or threatened, affecting the Spinco Owned Real Property or any portion thereof or interest therein.

#### Section 4.9 Absence of Certain Changes or Events.

(a) Except (i) as specifically contemplated or permitted by this Agreement or the Transaction Agreements and (ii) as set forth in the Spinco Financial Statements, since December 31, 2017 and through the date hereof, (A) the Spinco Business has been conducted, in all material respects, in the ordinary course consistent with past practice, and (B) there has not been any event (including any damage, destruction or loss, whether or not covered by insurance) that has had or would reasonably be expected to have, individually or in the aggregate, a Spinco Material Adverse Effect.

(b) Since December 31, 2017 through the date hereof and except as contemplated by the Distribution Agreement with respect to the Separation, none of Harbor, Spinco or any of their respective Subsidiaries has taken any action or failed to take any action, which action or failure, as the case may be,

would constitute a breach of Section 6.1 if taken or not taken, as applicable, after the date hereof without Voyager's consent after the date hereof.

Section 4.10 Actions; Orders.

(a) No Action against Harbor, any of its Subsidiaries, any Spinco Entity, the Spinco Business or any of their respective properties is, or in the past three (3) years has been, pending or, to Harbor's Knowledge, threatened, except with respect to such Actions the outcome of which has not had or would not reasonably be expected to have, individually or in the aggregate, a Spinco Material Adverse Effect.

(b) There is no, and during the past three (3) years there has been no, Order against Harbor, any of its Subsidiaries, any Spinco Entity, the Spinco Business or any of their respective properties or otherwise that has had or would reasonably be expected to have, individually or in the aggregate, a Spinco Material Adverse Effect.

Section 4.11 Operations in Conformity with Law; Certain Licenses.

(a) None of the Spinco Entities has received any written notice alleging any material failure to comply with any Laws or Orders. The Spinco Entities have complied in all material respects with all applicable Non-Animal Laws and Orders.

(b) Section 4.11(b) of the Harbor/Spinco Disclosure Schedules sets forth Permits required for the Spinco Entities to conduct their respective businesses as currently conducted and as proposed to be conducted. All such Permits have been obtained and are valid and in full force and effect, and, to the Knowledge of Harbor or Spinco, no violations have been recorded in respect thereof. The Spinco Entities are in compliance in all material respects with the Permits. No legal proceeding is pending or, to the Knowledge of Harbor or Spinco, threatened, to revoke, cancel, suspend, modify or limit any Permit.

(c) Notwithstanding the foregoing, the representations and warranties in this Section 4.11 do not apply to matters covered by Section 4.12 (Environmental Matters), Section 4.13 (Tax Matters), Section 4.14 (Employee Benefits Matters), Section 4.15 (Labor and Employment Matters), Section 4.16 (Intellectual Property Matters), Section 4.23 (Controlled substances) and Section 4.24 (Certain Business Practices).

(d) Except as set forth on Section 4.11(d) of the Harbor/Spinco Disclosure Schedules, with respect to animal supplements, the Spinco Entities have complied in all material respects with the following Laws or industry standards, as applicable:

- (i) all rules, guidelines, standards and regulations of the National Animal Supplement Council (NASC), and
- (ii) all state facility licensure and product registrations and filings.

(e) Except as set forth on Section 4.11(e) of the Harbor/Spinco Disclosure Schedules, with respect to pharmacy Laws, the Spinco Entities have all required licenses and are in material compliance with all federal and state pharmacy Laws and regulations.

(f) Except to the extent they are Delayed Transfer Assets and after giving effect to the Transactions (including as permitted pursuant to Section 6.1 and the transition services being provided under the Transition Services Agreement) and the Transaction Agreements, the Spinco Entities hold all material Licenses that are required for the conduct of the Spinco Business as currently conducted and are

in compliance with the terms of all such Licenses so held, except, in the case of each of the foregoing, as has not had or would not reasonably be expected to have, individually or in the aggregate, a Spinco Material Adverse Effect.

Section 4.12 Environmental Matters.

(a) Except to the extent they are Delayed Transfer Assets and after giving effect to the Transactions (including as permitted pursuant to Section 6.1 and the transition services being provided under the Transition Services Agreement) and the Transaction Agreements, each Spinco Entity has obtained all material Licenses and other authorizations under Environmental Laws required for the conduct and operation of its business and has for the past five (5) years been and is in compliance, in all material respects, with (i) the terms and conditions contained therein and (ii) with all applicable Environmental Laws, except for such failure to obtain or comply as has not had or would not reasonably be expected to have, individually or in the aggregate, a Spinco Material Adverse Effect.

(b) There are no Environmental Claims pending or, to Harbor's Knowledge, threatened against any Spinco Entity or with respect to the Spinco Business which, if adversely resolved, would, individually or in the aggregate, reasonably be expected to have a Spinco Material Adverse Effect.

(c) There is no condition (i) on, at or under any property currently or formerly owned, leased or used by any Harbor Entity or any Spinco Entity or (ii) created by any Harbor Entity's or any Spinco Entity's operations that would reasonably be expected to create a Liability for any Spinco Entity or the Spinco Business under applicable Environmental Laws, which Liability has had or would reasonably be expected to have, individually or in the aggregate, a Spinco Material Adverse Effect.

(d) There are no past or present actions, activities, circumstances, events or incidents with respect to any of the Spinco Entities or any predecessors in interest thereto, including, with respect to the Spinco Business, Harbor or any of its Subsidiaries (including any offsite disposal of, or exposure to, any Hazardous Materials), that would reasonably be expected to form the basis of any Environmental Claim, or any Liability under applicable Environmental Laws, in each case which has had or would reasonably be expected to have, individually or in the aggregate, a Spinco Material Adverse Effect.

(e) Harbor has made available to Voyager all material reports and documents in its or any of its Subsidiaries' or any Spinco Entity's possession, custody or control sufficient to disclose any Environmental Claim or current Liability under applicable Environmental Laws relating to the Spinco Business and to any properties or assets currently owned, leased, operated or used by, or the conduct of any business or operations by, any Harbor Entity, Spinco Entity or any predecessor in interest thereto, which Environmental Claims or Liabilities have had or would reasonably be expected to have, individually or in the aggregate, a Spinco Material Adverse Effect.

Section 4.13 Tax Matters. Except as has not had and would not reasonably be expected to have, individually or in the aggregate, a Spinco Material Adverse Effect:

(a) Each Return required to have been filed by any Spinco Entity or in respect of the Spinco Business for any Taxable Period has been timely filed (taking into account any extension of time within which to file) and each such Return is true, correct and complete in all respects;

(b) All Taxes required to have been paid by any Spinco Entity or in respect of the Spinco Business have been paid (whether or not shown on any Return) and appropriate reserves have been recorded in the Spinco Financial Statements in accordance with GAAP for Taxes not yet due and payable;

(c) There is no audit, examination or other administrative or court Action relating to Taxes (i) of any Spinco Entity or (ii) in respect of the Spinco Business in progress or pending, or threatened in writing, nor has a taxing authority asserted in writing any deficiency or claim for Taxes or any adjustment to Taxes, in each case unless such audit, examination, other administrative or court Action, deficiency or claim has been resolved;

(d) All amounts required to have been withheld by a Spinco Entity or in respect of the Spinco Business have been withheld and, to the extent required by applicable Law, properly deposited with the appropriate taxing authority, including in connection with any amounts paid or owing to any employee, independent contractor, creditor, stockholder or other third party;

(e) There are no Encumbrances for Taxes on any of the assets of any Spinco Entity other than Taxes that are not yet due and payable or that are being contested in good faith with adequate reserves maintained in accordance with GAAP as reflected in the Spinco Financial Statements;

(f) No written agreement or other document waiving or extending, or having the effect of waiving or extending, the statute of limitations or the period of assessment or collection of Taxes relating to a Spinco Entity has been filed or entered into with a taxing authority;

(g) No Spinco Entity (A) is bound by any agreement or arrangement the primary purpose of which relates to Taxes (other than the Tax Matters Agreement) or (B) has in the last six (6) years (x) received or applied for a Tax ruling from the IRS (other than any IRS Submissions or otherwise in connection with the Transactions, including the Restructuring) or (y) entered into a "closing agreement" pursuant to Section 7121 (or any predecessor provision or any similar provision of state, local or foreign Law), in each case that would materially increase the Tax Liabilities of any Spinco Entity after the Closing Date;

(h) Other than in connection with the Transactions (including the Restructuring) or as contemplated in any IRS Submissions (when and if submitted) or in the Spin-off Tax Opinion, no Spinco Entity has constituted either a "distributing corporation" or a "controlled corporation" in a distribution of stock qualifying for tax-free treatment under Section 355 of the Code in the two (2) years prior to the date of this Agreement;

(i) No Spinco Entity has "participated" in any "listed transaction" within the meaning of Treasury Regulations Section 1.6011-4; and

(j) Other than in connection with the Transactions (including the Restructuring), no Spinco Entity will be required to include any item of income in taxable income for any Taxable Period ending after the Closing Date as a result of (i) any change in method of accounting adopted prior to the Closing for a Taxable Period ending on or prior to the Closing Date requiring an adjustment under Section 481(a) of the Code (or any similar provision of state, local or foreign Tax Law) or (ii) any election under Section 108(i) of the Code.

#### Section 4.14 Employee Benefits.

(a) Section 4.14(a)(i) of the Harbor/Spinco Disclosure Schedules lists each Spinco Benefit Plan sponsored by a Spinco Entity, and Section 4.14(a)(ii) of the Harbor/Spinco Disclosure Schedules lists each Spinco Benefit Plan sponsored by Harbor or other entity other than a Spinco Entity. Harbor has heretofore delivered or made available to Voyager true and complete copies of (i) each Spinco Benefit Plan, if written (including all amendments and attachments thereto), (ii) a written summary, if the Spinco Benefit Plan is not in writing, (iii) all related trusts, insurance contracts, and other funding vehicles, (iv)

the most recent annual reports (including all exhibits and the most recent financial statements and actuarial valuations) and summaries required to be prepared or filed under ERISA or the Code, (v) the most recent determination, opinion, or advisory letter, as applicable, received from the IRS with respect to each such plan intended to qualify under Section 401 of the Code, (vi) the most recent summary plan description and any summary of material modifications thereto, and (vii) any material correspondence received from or sent to any Governmental Authority from December 31, 2014 until the date hereof.

(b) Except as set forth on Section 4.14(b) of the Harbor/Spinco Disclosure Schedules, the consummation of the Transactions shall not by itself, or in conjunction with any other event, (i) result in the payment or acceleration of any amount, the acceleration of any benefit or any increase in any vested interest or entitlement to any benefit or payment to any Spinco Group Employee other than as would not become a Liability of the Surviving Corporation or its Subsidiaries, (ii) trigger any funding or payment obligation under any Spinco Benefit Plan, other than as would not become the obligation of the Surviving Corporation or its Subsidiaries, (iii) result in the forgiveness of any Indebtedness for the benefit of any Spinco Group Employee, or (iv) result in any breach or violation of, or default under, or limit any Spinco Entity's right to renew, replace, amend, modify or terminate, any Spinco Benefit Plan.

(c) The Spinco Entities and their ERISA Affiliates or any of their respective predecessors have no Liability under Title IV or Section 302 of ERISA or under Section 412 or 430 of the Code that is due and owing as of the date hereof, and to the Knowledge of Harbor or Spinco, no condition exists that would reasonably be expected to result in any such Liability becoming a payment obligation of any Spinco Entity. Except as set forth on Section 4.14(c) of the Harbor/Spinco Disclosure Schedules, no Spinco Benefit Plan: (i) is a "defined benefit plan" as defined in Section 3(35) of ERISA or any other plan subject to the funding requirements of Section 412 of the Code or Section 302 or Title IV of ERISA, (ii) provides for retiree or post-employment medical, life insurance, death or other welfare-type benefits (other than health continuation coverage required by Section 4980B of the Code or similar state Law), (iii) is a "multiemployer plan" as defined in Section 3(37) or 4001(a)(3) of ERISA or (iv) is a "multiple employer plan" as described in Section 4063 or 4064 of ERISA or Section 413(c) of the Code. Harbor and the Spinco Entities have not made any promises or commitments to create any additional benefit plan or Contract, or any modifications or changes in any material way to any existing benefit plan with respect to which Spinco or the Spinco Entities or the Surviving Corporation and its Subsidiaries will have any material Liability as of or following the Effective Time.

(d) Except as would not result in a material Liability, each Spinco Benefit Plan has been established, funded, operated and administered in accordance with its terms, the terms of any related contracts or agreements and applicable Law, including, but not limited to, ERISA, the Code and the Laws of any other Governmental Authority and all contributions, premiums and other payments required to be made with respect to each Spinco Benefit Plan have been timely made, or to the extent not required to be made or paid before the date hereof, have been accrued on the financial statements of the applicable Spinco Entity in accordance with GAAP. Each Spinco Benefit Plan, and its related trust, that is intended to meet the requirement of a "qualified plan" under Section 401(a) of the Code has received a favorable determination letter from the IRS or is in the form of a prototype document that is subject of a favorable opinion or advisory letter from the IRS and, to the Knowledge of Harbor and Spinco, nothing has occurred that could reasonably be expected to adversely affect such qualification. Except as has not caused or would not reasonably be expected to cause, individually or in the aggregate, any material Liability, since January 1, 2013 (i) to the Knowledge of Harbor and Spinco there have been no non-exempt "prohibited transactions" (as defined in Section 406 of ERISA or Section 4975 of the Code) with respect to any Spinco Benefit Plan, (ii) Spinco or, to the Knowledge of Harbor and Spinco, any other "fiduciary" (as defined in Section 3(21) of ERISA) has any Liability for breach of fiduciary duty or any other failure to act or comply in connection with a Spinco Benefit Plan and (iii) no Action, other than a



routine claim for benefits, with respect to any Spinco Benefit Plan (other than routine claims for benefits) is pending or, to the Knowledge of Harbor and Spinco, threatened.

(e) Each Spinco Benefit Plan that is a “nonqualified deferred compensation plan” (as defined under Section 409A(d)(1) of the Code) (i) has been operated and administered in good faith compliance with Section 409A of the Code prior to January 1, 2009 and (ii) has been operated and administered in compliance with Section 409A of the Code and the Treasury Regulations and other official guidance promulgated thereunder on or after January 1, 2009. Except as set forth on Section 4.14(e) of the Harbor/Spinco Disclosure Schedules, no amount paid or payable (whether in cash, in property, or in the form of benefits) in connection with the Transactions (either solely as a result thereof or as a result of such Transactions in conjunction with any other event) could be an “excess parachute payment” within the meaning of section 280G of the Code, or would constitute an “excess parachute payment” if such amounts were subject to the provisions of section 280G of the Code. Neither Spinco nor any Spinco Entity or any Spinco Benefit Plan has any indemnity or tax gross-up obligation to any Spinco Group Employee for any Taxes imposed under Section 4999, Section 409A, or otherwise, under the Code.

(f) None of Harbor, its Subsidiaries (including Spinco), or its ERISA Affiliates has in the last six (6) years maintained, sponsored or contributed to (or has been obligated to contribute to): (i) any Multiemployer Plan, multiple employer plan as described in Section 4063 or 4064 of ERISA or Section 413(c) of the Code, or defined benefit plan as defined in Section 3(35) of ERISA or any other plan subject to the funding requirements of Section 412 of the Code or Section 302 or Title IV of ERISA and (ii) none of Harbor, its Subsidiaries (including Spinco), or its ERISA Affiliates has any outstanding Liability in connection with a complete or partial withdrawal from any Multiemployer Plan as of the date of this Agreement, and to the Knowledge of Harbor, no such Liability is expected to be incurred by Harbor, its Subsidiaries (including Spinco) or its ERISA Affiliates prior to the Closing Date.

(g) Except as would not result in a material Liability, each Spinco Benefit Plan that covers any Spinco Group Employees outside of the United States or that is subject to the laws of a jurisdiction outside of the United States (each a “Spinco Foreign Plan”) is listed in Section 4.14(g) of the Harbor/Spinco Disclosure Schedules. Except as would not result in a material Liability, in regard to each Spinco Foreign Plan, (i) such Spinco Foreign Plan is in compliance with the provisions of the Laws of each jurisdiction in which such Spinco Foreign Plan is maintained, to the extent those Laws are applicable to such Spinco Foreign Plan, (ii) all contributions to, and payments from, such Spinco Foreign Plan that may have been required to be made in accordance with the terms of such Spinco Foreign Plan, and, when applicable, the Laws of the jurisdiction in which such Spinco Foreign Plan is maintained, have been timely made and/or an amount has been accrued therefor, (iii) all applicable reporting and notice requirements have been satisfied with respect to such Spinco Foreign Plan, (iv) such Spinco Foreign Plan has been administered in accordance with its terms and (v) there are no pending investigations by any Governmental Authority involving such Spinco Foreign Plan, and no pending claims (except for claims for benefits payable in the normal operation of such Spinco Foreign Plan), suits or proceedings against such Spinco Foreign Plan or asserting any rights or claims to benefits under such Spinco Foreign Plan.

(h) With respect to each employee benefit plan, program or agreement sponsored, maintained or administered by a Governmental Authority in which any Spinco Group Employee participates in, or receives benefits from (each a “Spinco Governmental Plan”), all contributions due or required to be made by Harbor or any of its Subsidiaries (including Spinco or any of the Spinco Subsidiaries) have been timely made, and no material Liability exists with respect to any Spinco Governmental Plan.

(i) Except as would not result in material Liability for Spinco, each Person engaged by Spinco or a Spinco Entity as a consultant or independent contractor, rather than as an employee, has been properly classified as such for all purposes, is not entitled to any compensation or benefits to which

employees are or were at the relevant time entitled, (whether under applicable Law or otherwise), was and has been engaged in accordance with all applicable Laws, and has been treated accordingly and appropriately for all Tax purposes.

Section 4.15 Labor and Employment Matters.

(a) No Spinco Entity is a party to, or bound by, and no Spinco Group Employee is subject to, any (A) collective bargaining agreement (other than those set forth on Section 4.15(a) of the Harbor/Spinco Disclosure Schedules) or (B) other Contract with a labor union, labor organization, works council or trade association, nor is any such Contract presently being negotiated;

(b) Except as has not had, and would not reasonably be expected to have, individually or in the aggregate, a Spinco Material Adverse Effect, with respect to any Spinco Group Employee, no Spinco Entity or Harbor Entity is, or during the prior three year period has been, the subject of any Action asserting that such Spinco Entity or Harbor Entity, respectively, has committed an unfair labor practice or seeking to compel it to bargain with any labor organization as to wages or conditions of employment, nor, to Harbor's Knowledge, is any such Action threatened; and

(c) Except as has not had, and would not reasonably be expected to have, individually or in the aggregate, a Spinco Material Adverse Effect, with respect to the Spinco Group Employees, the Spinco Entities and the Harbor Entities are in compliance, in all respects, with their obligations pursuant to the Worker Adjustment and Retraining Notification Act of 1988, as amended, and all similar Laws ("WARN") and all other notification and bargaining obligations arising under any collective bargaining agreement, Law or otherwise.

(d) No strike, work stoppage, lockout or other material labor dispute involving any Spinco Entity or any Spinco Group Employee has occurred during the prior two-year period, is pending or, to Harbor's Knowledge, threatened.

(e) To Harbor's Knowledge, there have been no petitions or campaigns being conducted to solicit cards initiated by any labor organization to represent any Spinco Group Employees not currently represented by a labor organization or employee representative within the past three (3) years, nor, to Harbor's Knowledge, are there any campaigns being conducted to solicit cards from employees to authorize representation by any labor organization.

(f) With respect to the Spinco Group Employees, each of Harbor, Spinco and their respective Subsidiaries is in compliance with all applicable Laws and Contracts relating to employment practices, terms and conditions of employment, and the employment of former, current and prospective employees, independent contractors and "leased employees" (within the meaning of Section 414(n) of the Code), including all such Laws and Contracts relating to wages, hours, collective bargaining, employment discrimination, immigration, disability, civil rights, human rights, fair labor standards, occupational safety and health, workers' compensation, pay equity and wrongful discharge, except as has not had or would not reasonably be expected to have, individually or in the aggregate, a Spinco Material Adverse Effect.

(g) Except as has not had or would not reasonably be expected to have, individually or in the aggregate, a Spinco Material Adverse Effect, no Harbor Entity or Spinco Entity is in breach of any collective bargaining agreement that applies to any Spinco Group Employee nor, to Harbor's Knowledge, is any labor union or labor organization that is party to any such collective bargaining agreement in default thereunder.

(h) To the Knowledge of Harbor, no Spinco Group Employee that is an executive officer or Key Spinco Group Employee has expressed to Harbor or Spinco any present intention to terminate his/her employment with Harbor or any Spinco Entity (other than, for the avoidance of doubt, those employees who shall terminate employment with Harbor in connection with the Transactions).

(i) Except as would not be reasonably expected to result in a material Liability for Spinco, each Spinco Entity (and to the extent applicable, each Harbor Entity) has paid or properly accrued all wages and compensation due to all Spinco Group Employees, including all overtime pay, vacations or vacation pay, holidays or holiday pay, sick days or sick pay, and bonuses.

(j) Except as would not be reasonably expected to result in a material Liability to Spinco and its Subsidiaries, taken as a whole, with respect to the Spinco Group Employees, each Harbor, Spinco and their respective Subsidiaries have not taken any disciplinary action against any current or former employee, and no complaint has been raised by any current or former employee (in each case, in the 12 months prior to the date of this Agreement), with respect to, sex, race, disability, age, sexual orientation or religion or belief discrimination.

#### Section 4.16 Intellectual Property.

(a) Set forth on Section 4.16(a) of the Harbor/Spinco Disclosure Schedules is a list of each registered or applied-for Patent, Trademark, Copyright and Domain Name, in each case included within the Spinco Intellectual Property as of the date hereof.

(b) The Spinco Intellectual Property, together with the Intellectual Property to be licensed to Spinco or the Spinco Entities under the Transaction Agreements (subject to the terms and conditions thereof), will, at the Effective Time, constitute all the Intellectual Property owned by Harbor and its Affiliates necessary to operate the Spinco Business, taken as a whole, in all material respects as it is currently conducted and as it has been conducted in the twelve (12) months prior to the date hereof by Harbor and its Affiliates, taken as a whole.

(c) Following the Separation, the Spinco Entities will exclusively own all right, title and interest in and to the Spinco Intellectual Property, free of all Encumbrances, except for (i) non-exclusive licenses, covenants not to sue or grant of rights to Spinco Intellectual Property granted in the ordinary course of business and (ii) the licenses being granted to the Harbor Entities under the Transaction Agreements.

(d) Except as has not had, and would not reasonably be expected to have, individually or in the aggregate, a Spinco Material Adverse Effect, no Action or Order is pending, nor to Harbor's Knowledge, threatened, by or against the Spinco Entities, or, to the extent related to the Spinco Business, by or against Harbor or any of its Affiliates (excluding any Spinco Entity), (i) relating to infringement, misappropriation or other violations of Intellectual Property or (ii) challenging the ownership, validity, enforceability, registrability or use of any Intellectual Property. Except as has not had, and would not reasonably be expected to have, individually or in the aggregate, a Spinco Material Adverse Effect, neither the Spinco Entities, nor, to the extent related to the Spinco Business, Harbor or any of its Affiliates (excluding any Spinco Entity) is subject to any Action, Order or other dispute involving any third-party Intellectual Property and to Harbor's Knowledge, no such Action, Order or other dispute is threatened.

(e) Except as has not had, and would not reasonably be expected to have, individually or in the aggregate, a Spinco Material Adverse Effect, to Harbor's Knowledge, (i) the operation of the Spinco Business has not, for the last three (3) years prior to the date hereof, and does not, infringe,

misappropriate or otherwise violate the Intellectual Property rights of any other Person and (ii) no Person has, for the last three (3) years prior to the date hereof, nor is, engaging in any activity that infringes, misappropriates or otherwise violates the Spinco Intellectual Property.

(f) Harbor and its Affiliates (including the Spinco Entities) have taken commercially reasonable actions to protect and maintain the Spinco Intellectual Property and to protect the confidentiality of, and protect against the misuse or misappropriation of, the Trade Secrets owned by any of them, in each case that are material to the conduct of the Spinco Business as presently conducted. To Harbor's Knowledge, except as has not had, and would not reasonably be expected to have, individually or in the aggregate, a Spinco Material Adverse Effect, there has been no unauthorized disclosure, misappropriation or loss of any such material Trade Secrets and no Spinco Intellectual Property that constitutes a Trade Secret has been disclosed to any third party other than pursuant to a valid written agreement to protect the confidentiality of such Trade Secret.

(g) To Harbor's Knowledge, all employees, contractors and other Persons involved in the creation, invention or development of any material Intellectual Property for or on behalf of Harbor and one of its Affiliates (including the Spinco Entities) have executed a written assignment of all such Intellectual Property to Harbor or one of its Affiliates (to the extent not owned by Harbor or one of its Affiliates by operation of Law).

(h) Except as has not had, and would not reasonably be expected to have, individually or in the aggregate, a Spinco Material Adverse Effect, the Spinco Entities, and the collection, storage, use, disposal, disclosure, transfer and any other processing of Personal Information by or on behalf of the Spinco Entities, comply and have complied with all Privacy and Information Security Requirements. Except as set forth on Section 4.16(h) of the Harbor/Spinco Disclosure Schedules, (i) since January 1, 2015, no claims, investigations, charges or complaints have been made against any of the Spinco Entities or, to the extent related to the Spinco Business, against Harbor or any of its Affiliates (excluding any Spinco Entity), by any Governmental Authority or other Person alleging a violation of any Privacy and Information Security Requirements, (ii) there have not been any actual or, to Harbor's Knowledge, suspected breaches or other incidents of data security breaches, unauthorized access or use of any of the IT Systems of the Spinco Entities, or unauthorized acquisition, damage, disclosure, loss or use of, or access to, confidential and non-public information, including any Personal Information, held by any of the Spinco Entities or to Harbor's Knowledge, by any other Person on behalf of the Spinco Entities, and (iii) no disclosure of any data breach or network security breach has been made by any of the Spinco Entities to any Person or Governmental Authority, nor have the Spinco Entities or Harbor or any of its Affiliates (excluding any Spinco Entity), failed to disclose any data breach or network security breach that was required under applicable Law to be disclosed to any Person or Governmental Authority, in each case of clauses (i)-(iii), except as has not been, and would not reasonably be expected to be, individually or in the aggregate, material to the Spinco Business. The Spinco Entities have implemented commercially reasonable backup, security and disaster recovery measures and have taken commercially reasonable actions to protect and maintain the integrity, security and confidentiality of the IT Systems of the Spinco Entities and the information (including any confidential and non-public information) stored thereon, from unauthorized use, access, or modification by third parties and from viruses and contaminants. Since January 1, 2015, neither the Spinco Entities, nor, in connection with the Spinco Business, Harbor or any of its Affiliates (excluding the Spinco Entities), have received any written complaints, written notices or other written claims related to any of the foregoing set forth in this Section 4.16(h).

#### Section 4.17 Material Contracts.

(a) Section 4.17(a) of the Harbor/Spinco Disclosure Schedules sets forth each of the following with respect to the Spinco Business that is in effect as of the date hereof:

- (i) any non-competition agreements or any other Contract that materially limits or will materially limit any of the Harbor Entities or the Spinco Entities from engaging in the Spinco Business;
- (ii) any Contract that contains (A) exclusivity or similar provisions, (B) non-solicitation provisions, or (C) “most favored nation” provisions, in each case that would limit in any material respect, following the Effective Time, any of Voyager or its Subsidiaries or the Spinco Entities from engaging in their respective businesses;
- (iii) any Contract governing (A) any partnerships or strategic alliances material to the Spinco Business or (B) any joint venture (other than any joint venture in which the counterparty thereto has no equity stake or owns an immaterial equity stake);
- (iv) any Contract pursuant to which any Spinco Entity has or will incur Indebtedness for borrowed money or other material Indebtedness (other than deferred revenue) or has or will guarantee or otherwise become liable for any Indebtedness of any other Person;
- (v) any Contract that provides or will provide for annual payments in excess of \$1,000,000 by or to the Spinco Business (other than leases set forth on Section 4.8(f) of the Harbor/Spinco Disclosure Schedules);
- (vi) any Contract that is a settlement, conciliation or similar agreement with any Governmental Authority or pursuant to which any Spinco Entity will be required after the date of this Agreement to pay consideration in excess of \$500,000;
- (vii) any Contract for the employment or engagement of any Spinco Group Employee or other individual on a full-time, part-time, or consulting basis and providing for annual salary (excluding bonus) in excess of \$250,000 excluding offer letters and employment agreements that are standard practice or required under applicable Law;
- (viii) any Contract that limits or otherwise restricts the ability of Spinco or any of its Subsidiaries to pay dividends or make distributions to holders of Spinco Common Stock or capital stock of any Spinco Subsidiaries;
- (ix) any Contract pursuant to which a Spinco Entity, receives a license to material Intellectual Property from a third party, except for and excluding any (a) licenses for commercially available or unmodified “off-the-shelf” Software and (b) licenses ancillary to commercial agreements (including supply, manufacturing and distribution agreements);
- (x) any Contract pursuant to which any material Spinco Intellectual Property is licensed to a third party, except for and excluding any non-exclusive licenses of, or grants of non-exclusive rights to, Spinco Intellectual Property entered into in the ordinary course of business; and
- (xi) any Contract under which there has been imposed an Encumbrance, other than a Permitted Encumbrance, on any of the material Spinco Assets.

The Contracts required to be set forth on Section 4.17(a) of the Harbor/Spinco Disclosure Schedules and real property leases set forth on Section 4.8(f) (i) of the Harbor/Spinco Disclosure Schedules are referred to herein as the “Spinco Material Contracts”. Harbor has provided Voyager with a correct and complete copy of all Spinco Material Contracts in effect as of the date hereof.

(b) To Harbor's Knowledge, the Spinco Material Contracts are valid, binding and in full force and effect in all material respects, against the Harbor Entity or Spinco Entity which is a party thereto (or will become a party thereto in connection with the Transactions) and, to Harbor's Knowledge, as of the date hereof, each other counterparty thereto, and constitute, in all material respects, legal, valid and binding obligations of the Harbor Entity or Spinco Entity which is party thereto and, to Harbor's Knowledge, as of the date hereof, each other counterparty thereto, enforceable, in all material respects, by the Harbor Entity or Spinco Entity which is a party thereto in accordance with their terms except to the extent that such enforceability may be limited by (i) applicable bankruptcy, insolvency, reorganization, moratorium or other similar Laws, now or hereinafter in effect, relating to creditors' rights generally and general principles of equity (regardless of whether enforceability is considered in a proceeding in equity or at law) or (ii) Laws relating to the enforcement of employee restrictive covenants.

(c) Neither any Harbor Entity nor any Spinco Entity is in material breach or default under (and no event has occurred, and neither any Harbor Entity nor any Spinco Entity has violated any provisions of, or committed or failed to perform any act that, with notice or the passage of time or both would constitute a material breach or default under) any Spinco Material Contract nor, to Harbor's Knowledge, as of the date hereof, is any other party to any Spinco Material Contract in material default thereunder.

Section 4.18 Status of New Spinco Common Stock. Subject to the approvals set forth in Section 4.2 above, the Spinco Common Stock being issued at the Effective Time shall have been duly authorized by all necessary corporate action on part of Harbor and Spinco and such Spinco Common Stock shall have been validly issued and, assuming the payment therefore has been made, will be fully paid and non-assessable, and the issuance of such Spinco Common Stock will not be subject to preemptive rights.

#### Section 4.19 Operations of Spinco and Merger Sub.

(a) As of the date hereof, Spinco is a direct, wholly-owned Subsidiary of Harbor and, other than with respect to any shares of Spinco Common Stock issued, sold or otherwise transferred to a JV Minority Shareholder in accordance with the Distribution Agreement, shall remain a direct, wholly-owned Subsidiary of Harbor until the consummation of the Distribution.

(b) Merger Sub is a direct, wholly-owned Subsidiary of Spinco and shall remain a direct, wholly-owned Subsidiary of Spinco until the Merger. Since its date of incorporation, Merger Sub has not and prior to the Effective Time will not have carried on any business nor conducted any operations other than the execution of this Agreement, the performance of its obligations hereunder and matters ancillary thereto and has and prior to the Effective Time will have no assets, liabilities or obligations of any nature other than those incident to its formation and pursuant to this Agreement and the Merger and the other transactions contemplated by this Agreement.

Section 4.20 Insurance of Spinco. The entities comprising the Spinco Business are insured under insurance policies, Contracts and self-insurance programs, including policies of fire and casualty, liability and other forms of insurance and/or insurance arrangements, in such amounts, with such deductibles and against such risks and losses as are, in each of Harbor's and Spinco's reasonable judgment, reasonable for the Spinco Business and the Spinco Entities. All such policies are in full force and effect and except as would not result in a material Liability to the Spinco Group, no invoiced premiums are overdue for payment and no notice of cancellation or termination has been received by Harbor or Spinco or any of their respective Subsidiaries with respect to any such policy which has not been replaced on substantially similar terms prior to the date of such cancellation or termination.

#### Section 4.21 Brokers or Finders; Transaction Bonuses.

(a) Except as set forth in Section 4.21(a) of the Harbor/Spinco Disclosure Schedules, neither Harbor, its Subsidiaries nor any of the Spinco Entities has employed any investment banker, broker, finder or intermediary in connection with the Transactions who might be entitled to any fee or any commission in connection with or upon consummation of the Transactions, and any such fee or commission, and any costs or expenses incurred in connection therewith shall be borne solely by Harbor.

(b) Except as set forth in Section 4.21(b) of the Harbor/Spinco Disclosure Schedules, there are no special bonuses or other similar compensation payable to any Spinco Group Employee or any other employee of the Spinco Entities in connection with the Transactions that would reasonably be expected to become a Liability of Spinco or its Subsidiaries. Harbor has provided to Voyager true and complete copies of any agreements set forth in Section 4.21(b) of the Harbor/Spinco Disclosure Schedules to the extent any Spinco Entity shall have or will have any Liability thereunder.

#### Section 4.22 Spinco Subsidiaries.

(a) Each Spinco Subsidiary is duly organized, validly existing and in good standing (to the extent such concept is recognized in the relevant jurisdiction) under the Laws of its respective jurisdiction of incorporation and has the corporate power and authority to own its properties and carry on its business as now being conducted. Each Spinco Subsidiary is duly licensed or qualified and in good standing (or equivalent status as applicable) in each jurisdiction in which the assets owned or leased by it or the character of its activities require it to be licensed or qualified or in good standing (or equivalent status as applicable), except as would not have a Spinco Material Adverse Effect.

(b) As of the Effective Time (i) Spinco or a Spinco Subsidiary will own, directly or indirectly, all of the equity interests in the Spinco Subsidiaries other than any equity interests owned by the JV Minority Shareholders which remain outstanding following the consummation of the transactions contemplated by the Distribution Agreement, in each case, free and clear of all Encumbrances other than restrictions imposed by applicable securities laws, (ii) all of the equity interests in the Spinco Subsidiaries will have been duly authorized, validly issued, fully paid and non-assessable, (iii) other than in respect of any rights held by any JV Minority Shareholder there will be no outstanding options, warrants, convertible debt, other convertible instruments or other rights, agreements, preemptive rights, subscription right or similar rights or arrangements or commitments of any character (A) relating to the equity interests in the Spinco Subsidiaries or (B) obligating any Spinco Subsidiary to issue, grant, extend or enter into any such option, warrant, convertible debt, other convertible instrument or other right, agreement, arrangement or commitment.

(c) Except for its interests in the Spinco Subsidiaries, as of the Effective Time, Spinco will not own, directly or indirectly, any capital stock of, or other equity or voting interest in, any Person.

(d) Prior to the Effective Time, true, complete and correct copies of the certificate of incorporation and bylaws (or similar organizational documents) of the Spinco Subsidiaries will be furnished or made available to Voyager.

Section 4.23 Controlled Substances. None of Harbor or any Subsidiary with respect to the Spinco Business has engaged in any activities that constitute a material violation under the Controlled Substances Act, as amended, the United States Federal Food, Drug and Cosmetic Act, as amended, or the regulations promulgated pursuant to such statutes or any related state or local statutes or regulations concerning the purchasing, dispensing, distribution or sale of controlled substances.

Section 4.24 Certain Business Practices.

(a) To Harbor's Knowledge, in connection with the Spinco Business, none of Harbor or any Subsidiary, nor any of its or their directors, officers, employees, independent contractors or agents acting on behalf of Harbor or any Subsidiary (when acting in their respective capacities as directors, officers, employees, independent contractors or agents), has made a material violation of the Foreign Corrupt Practices Act of 1977, as amended, the U.K. Bribery Act of 2010, or any other similar Law in any jurisdiction applicable to the Spinco Business (collectively, the "Anti-Corruption Laws").

(b) To Harbor's Knowledge, there is no investigation of, written allegation by, or request for information from, Harbor or any of Subsidiary with respect to the Spinco Business by any Governmental Authority regarding the Anti-Corruption Laws that would reasonably be expected to result in any material fine, penalty, or enforcement action by such Governmental Authority.

(c) To Harbor's Knowledge, neither Harbor nor any Subsidiary, nor any current or former directors, officers, employees, agents, independent contractors or other parties acting on behalf of Harbor or any Subsidiary or any of their Affiliates, has materially violated or operated in material noncompliance with any export restrictions, anti-boycott regulations, embargo regulations or other similar applicable Laws of the United States, the United Kingdom, the European Union or the United Nations.

Section 4.25 No Other Representations and Warranties. Except for the representations and warranties contained in this Article IV (including the related portions of the Harbor/Spinco Disclosure Schedules), none of Harbor, its Subsidiaries, any of the Spinco Entities nor any other Person has made or makes any other express or implied representation or warranty, either written or oral, on behalf of Harbor, its Subsidiaries or any of the Spinco Entities, including any representation or warranty as to the accuracy or completeness of any information regarding the Spinco Business and the Spinco Assets furnished or made available to Voyager and its Representatives (including any information, documents or material made available to Voyager, management presentations or in any other form in expectation of the transactions contemplated hereby) or as to the future revenue, profitability or success of the Spinco Business, or any representation or warranty arising from statute or otherwise in law.

## Article V

### REPRESENTATIONS AND WARRANTIES OF VOYAGER

Except as set forth in the correspondingly numbered Sections of the Voyager Disclosure Schedules, it being understood and agreed that each disclosure set forth in the Voyager Disclosure Schedules shall qualify or modify each of the representations and warranties set forth in this Article V to the extent the applicability of the disclosure to such representation and warranty is readily apparent from the text of the disclosure made (without reference to any additional information, investigation, or documentation), Voyager hereby represents and warrants to Harbor, Spinco and Merger Sub as follows:

Section 5.1 Due Organization, Good Standing, Corporate Power and Subsidiaries.

(a) Voyager is a corporation duly organized, validly existing and in good standing under the Laws of the State of Delaware. Voyager and its Subsidiaries have all requisite corporate or limited liability company power and authority to own, lease and operate their properties and assets and to carry on Voyager's business as it is now being conducted. Each of Voyager and its Subsidiaries is duly qualified or licensed to do business and is in good standing (with respect to jurisdictions which recognize such concept) in each jurisdiction in which the property owned, leased or operated or the nature of the business conducted by it makes such qualification or licensing necessary, except in such jurisdictions



where the failure to be so qualified or licensed or to be in good standing has not had or would not reasonably be expected to have, individually or in the aggregate, a Voyager Material Adverse Effect.

(b) All of the outstanding shares of capital stock of, or other equity interests in, each Voyager Subsidiary have been duly authorized and validly issued and are fully paid and non-assessable and are owned directly or indirectly by Voyager, free and clear of all liens.

Section 5.2 Authorization and Validity of Agreement. Voyager has all necessary corporate power and authority to execute and deliver this Agreement and each Transaction Agreement to which it is a party, to perform its obligations hereunder and thereunder and, subject to the receipt of the Voyager Stockholder Approval, to consummate the Transactions. The execution, delivery and performance of this Agreement and the Transaction Agreements by Voyager and the consummation by Voyager of the Transactions, have been duly and validly authorized and unanimously approved by the Voyager Board of Directors, and no other corporate or other action on the part of Voyager is necessary to authorize the execution, delivery and performance of this Agreement and the Transaction Agreements or the consummation of the Transactions (other than the Voyager Stockholder Approval). The Voyager Board of Directors has unanimously (i) determined that this Agreement, the Transaction Agreements and the Transactions (including the Merger), taken together, are advisable, fair and in the best interest of Voyager and its stockholders and (ii) approved this Agreement, the Transaction Agreements and the Transactions (including the Merger). In addition, the Voyager Board of Directors has recommended the affirmative vote of the Voyager Stockholders at the Voyager Stockholders Meeting with respect to the Voyager Stockholder Approval. The only approval or consent of the holders of any class or series of capital stock of Voyager or its Subsidiaries necessary to approve and adopt this Agreement and the Transaction Agreements and to approve and adopt the Merger and the Transactions under applicable Law, the Voyager Certificate of Incorporation and the bylaws of Voyager is the affirmative vote of each of (i) a majority of the outstanding Voyager Common Stock, (ii) the holders of at least a majority of the issued and outstanding shares of Voyager Preferred Stock, at the Voyager Stockholders Meeting (the "Voyager Stockholder Approval"). This Agreement and the Transaction Agreements have been or shall be duly and validly executed and delivered by Voyager and, to the extent it is a party thereto, assuming due and valid authorization, execution and delivery hereof and thereof by each of Harbor, Spinco and Merger Sub, as applicable, each is a valid and binding obligation of Voyager and enforceable against Voyager in accordance with their terms, except to the extent that its enforceability may be subject to applicable bankruptcy, insolvency, reorganization, moratorium or other similar Laws, now or hereinafter in effect, affecting the enforcement of creditors' rights generally and by general equitable principles.

Section 5.3 No Violation. Assuming (a) the filings required under the HSR Act and under those antitrust Laws set forth in Section 5.3 of the Voyager Disclosure Schedules are made and the waiting periods thereunder (if applicable) have been terminated or expired, (b) the approvals set forth in Section 5.3 of the Voyager Disclosure Schedules have been obtained, (c) the applicable requirements of the Securities Act and the Exchange Act are met, (d) the requirements under any applicable state securities or blue sky Laws are met and (e) the filing of the Certificate of Merger and other appropriate Merger documents, if any, as required by the DGCL, is made, the execution and delivery of this Agreement and the Transaction Agreements by Voyager and the consummation by Voyager of the Transactions, do not and will not: (w) violate, conflict with or result in a breach of any provision of their respective certificates of incorporation or bylaws or the certificate of incorporation or bylaws (or similar organizational documents) of any Subsidiary of Voyager; (x) violate or conflict in any material respect with any Law or Order of any Governmental Authority applicable to Voyager or any of its Subsidiaries; (y) require any filing with, or License, consent or approval of, or the giving of any notice to, any Governmental Authority, the failure of which to file or receive would be material; or (z) result in a violation or breach of, constitute (with or without due notice or lapse of time or both) a default under, or give rise to any right of termination, cancellation or acceleration, or result in the creation of any Encumbrance upon any of the

properties, assets, or capital stock of Voyager or any of its Subsidiaries or give rise to any obligation, right of termination, cancellation, acceleration or increase of any obligation or a loss of a benefit under, any of the terms, conditions or provisions of any Voyager Material Contract to which Voyager is a party, excluding in the case of clause (z) above, conflicts, violations, breaches, defaults, rights of payment and reimbursement, terminations, modifications, accelerations and creations and impositions of Encumbrances which have not had or would not reasonably be expected to have, individually or in the aggregate, a Voyager Material Adverse Effect.

Section 5.4 Capitalization. The authorized capital stock of Voyager consists solely of 184,913,485 shares of capital stock, \$0.001 par value per share, 102,309,645 of which shares are classified and designated as Voyager Common Stock, and 82,603,840 of which shares are classified and designated as Voyager Preferred Stock. Of the authorized shares of Voyager Preferred Stock, 7,427,987 shares are authorized as Series A Preferred Stock, 6,688,373 shares are authorized as Series B Preferred Stock, 6,360,335 shares are authorized as Series C Preferred Stock, 7,850,447 shares are authorized as Series D Preferred Stock, 17,110,033 shares are authorized as Series E Preferred Stock and 37,166,665 shares are authorized as Series F Preferred Stock. Each share of Voyager Preferred Stock is convertible into Voyager Common Stock based on the Conversion Ratio. 8,873,403 shares of Voyager Common Stock and 70,637,381 shares of Voyager Preferred Stock are issued and outstanding (excluding treasury shares) and, of the shares of Voyager Preferred Stock that are issued and outstanding, 5,265,325 shares are Series A Preferred Stock, no shares are Series B Preferred Stock, 5,957,669 shares are Series C Preferred Stock, 6,868,559 shares are Series D Preferred Stock, 15,379,163 shares are Series E Preferred Stock and 37,166,665 shares are Series F Preferred Stock are issued and outstanding, respectively. There are no accrued but unpaid dividends or distributions relating to Voyager Capital Stock. All of the issued and outstanding shares of Voyager Capital Stock have been duly authorized and validly issued and are fully paid and non-assessable. Except as set forth in Section 5.4 of the Voyager Disclosure Schedules and other than the conversion rights of the Voyager Preferred Stock set forth in the Voyager Certificate of Incorporation, (i) there are no outstanding options, warrants, rights, calls, subscriptions, claims of any character, agreements, obligations, convertible or exchangeable securities, or other commitments, contingent or otherwise, relating to Voyager Capital Stock or any capital stock equivalent or other nominal interest in Voyager or any of its Subsidiaries which relate to Voyager (“Voyager Equity Interests”) pursuant to which Voyager or any of its Subsidiaries is or may become obligated to issue shares of its capital stock or other equity interests or any securities convertible into or exchangeable for, or evidencing the right to subscribe for, any Voyager Equity Interests and (ii) there are no outstanding obligations of Voyager to repurchase, redeem or otherwise acquire any outstanding securities of Voyager Equity Interests. Except as set forth in Section 5.4 of the Voyager Disclosure Schedules, there are no Contracts or commitments to which Voyager is a party relating to the issuance, sale, transfer or voting of any equity securities or other securities of Voyager.

Section 5.5 Affiliate Transactions. Except for (a) transactions under or in connection with this Agreement or the other Transaction Agreements, (b) commercial transactions entered into in the ordinary course consistent with past practice, and (c) as set forth in Section 5.5 of the Voyager Disclosure Schedules, as of the date hereof, there are no transactions or Contracts between or among (i) Voyager or any of its Subsidiaries, on the one hand, and (ii) any other Subsidiaries or Affiliates of Voyager, on the other hand, of the type that would be required to be disclosed if Voyager were a company subject to Item 404 of Regulation S-K promulgated under the Securities Act and that will remain in effect or result in Liability for or impose obligations on Voyager, any of its Subsidiaries or the Surviving Corporation following the Merger. Since December 31, 2017 to the date hereof, other than as set forth in Section 5.5 of the Voyager Disclosure Schedules, neither Voyager nor any of its Subsidiaries has entered into or amended any Contract or arrangement with any of their respective Affiliates, except in the ordinary course consistent with past practice.

Section 5.6 Voyager Financial Statements.

(a) Section 5.6(a) of the Voyager Disclosure Schedules sets forth complete and correct copies of:

(i) the audited balance sheets of the business of Voyager as of December 31, 2017 (the "Voyager Audited Balance Sheet"), December 31, 2016 and December 31, 2015, and the related audited statements of operations, cash flows and stockholder's equity for the years ended December 31, 2017, December 31, 2016 and December 31, 2015, including the notes thereto, in each case, audited by RSM (collectively, the "Voyager Audited Financial Statements" and the "Voyager Financial Statements"); and

(ii) [Reserved].

(b) The Voyager Financial Statements have been prepared in accordance with U.S. GAAP, applied on a consistent basis throughout the periods indicated and on that basis fairly present, in all material respects, the financial position and results of operations of the business of Voyager as of the dates thereof and the results of its operations and changes in cash flows or other information included therein for the periods indicated or as of the dates then ended, subject, where appropriate, to the absence of footnotes and, in the case of the Voyager Interim Financial Statements, normal year-end audit adjustments, as of the dates thereof and for the periods covered thereby.

(c) As of the date hereof, neither Voyager nor any of its Subsidiaries is required to file any form, report, registration statement, prospectus or other document with the SEC.

(d) *Undisclosed Liabilities.* Except as recorded as a Liability or otherwise reserved against in the Voyager Audited Balance Sheet, Voyager and its Subsidiaries do not have any Liability of any nature (whether accrued, absolute, contingent or otherwise) other than (i) Liabilities incurred in the ordinary course of business since the date of the Voyager Audited Balance Sheet, (ii) Liabilities incurred under or in accordance with this Agreement or in connection with the Transactions and (iii) Liabilities that have not had or would not reasonably be expected to have, individually or in the aggregate, a Voyager Material Adverse Effect.

Section 5.7 Information to Be Supplied. The information supplied or to be supplied by Voyager for inclusion in the Prospectus to be included in the Registration Statement will not, (a) on the date of its filing, (b) in the case of the Registration Statement, at the time the Registration Statement becomes effective under the Securities Act or (c) in the case of the Prospectus, on the date(s) on which the Prospectus is mailed to the Harbor Stockholders, contain any untrue statement of material fact or omit to state any material fact required to be stated therein or necessary in order to make the statements therein, in light of the circumstances under which they are made, not misleading.

Section 5.8 Assets.

(a) Voyager and its Subsidiaries have good and valid title to, or in the case of leased properties and assets, valid leasehold interests in, all of the tangible assets of Voyager and its Subsidiaries, except where the failure to have such good and valid title or valid leasehold interests would not, individually or in the aggregate, reasonably be expected to be materially adverse to Voyager and its Subsidiaries, taken as a whole, in each case subject to no Encumbrances, except for Permitted Encumbrances.

(b) Neither Voyager nor any of its Subsidiaries is a party to any agreement that will remain in effect following the Closing to purchase any material real property.

(c) *Real Property.*

(i) Section 5.8(c)(i) of the Voyager Disclosure Schedules sets forth (A) the address (or other identifying description) and (B) the identity of the lessor and lessee of each parcel of real property leased by Voyager or any Subsidiary of Voyager as of the date hereof (the “Voyager Leased Real Property”). To Voyager’s Knowledge, all buildings, structures and improvements located on such Voyager Leased Real Property are in reasonably good condition and repair, ordinary wear and tear excepted, except if the failure to meet such standards would not materially and adversely impair the use of any such real property as currently used by Voyager’s business. To Voyager’s Knowledge, a Voyager Entity has a valid and binding leasehold interest in each parcel of Voyager Leased Real Property, free and clear of any material Encumbrances, other than Permitted Encumbrances. To Voyager’s Knowledge, neither Voyager, with respect to the business of Voyager, nor any of the Voyager Entities has subleased, licensed or otherwise granted to a third party any material right to use or occupy all or any portion of the Voyager Leased Real Property.

(ii) Section 5.8(c)(ii) of the Voyager Disclosure Schedules sets forth the address (or other identifying description) of each parcel of real property owned by Voyager or any of the Voyager Subsidiaries as of the date hereof (the “Voyager Owned Real Property”). To Voyager’s Knowledge, a Voyager Entity has good and marketable fee simple title (or such equivalent right, as applicable) in and to each parcel of Voyager Owned Real Property, including all of the buildings and improvements thereon, free and clear of any material Encumbrances, other than Permitted Encumbrances. To Voyager’s Knowledge, all buildings, structures and improvements located on such Voyager Owned Real Property are in reasonably good condition and repair, ordinary wear and tear excepted, except if the failure to meet such standards would not materially and adversely impair the use of any such real property as currently used by Voyager’s business. To Voyager’s Knowledge, there are no outstanding options, rights of first offer or rights of first refusal to purchase any such Voyager Owned Real Property or any portion thereof or interest therein. To Voyager’s Knowledge, other than pursuant to easements of record, neither Voyager nor any Voyager Entity has leased or granted any right to use or occupy all or any portion of a Voyager Owned Real Property to a third party. To Voyager’s Knowledge, there is no material condemnation or other proceeding in eminent domain, pending or threatened, affecting the Voyager Owned Real Property or any portion thereof or interest therein.

Section 5.9 Absence of Certain Changes or Events.

(a) Except (i) as specifically contemplated or permitted by this Agreement or the Transaction Agreements and (ii) as set forth in the Voyager Financial Statements, since December 31, 2017 and through the date hereof, (A) the business of Voyager has been conducted, in all material respects, in the ordinary course consistent with past practice, and (B) there has not been any event (including any damage, destruction or loss, whether or not covered by insurance) that has had or would reasonably be expected to have, individually or in the aggregate, a Voyager Material Adverse Effect.

(b) Since December 31, 2017 through the date hereof, Voyager and its Subsidiaries have not taken any action or failed to take any action, which action or failure, as the case may be, would constitute a breach of Section 6.2 if taken or not taken, as applicable, after the date hereof without Harbor’s consent after the date hereof.

Section 5.10 Actions; Orders.

(a) No Action against Voyager, any of its Subsidiaries, their business or any of their respective properties is, or in the past three (3) years has been, pending or, to Voyager's Knowledge, threatened, except with respect to such Actions the outcome of which has not had or would not reasonably be expected to have, individually or in the aggregate, a Voyager Material Adverse Effect.

(b) There is no, and during the past three (3) years there has been no, Order against Voyager, any of its Subsidiaries, its business or its properties or otherwise that has had or would reasonably be expected to have, individually or in the aggregate, a Voyager Material Adverse Effect.

Section 5.11 Operations in Conformity with Law; Certain Licenses.

(a) None of Voyager or any of its Subsidiaries has received any written notice alleging any material failure to comply with any Laws or Orders. Voyager and its Subsidiaries have complied in all material respects with all applicable Non-Animal Laws and Orders.

(b) Section 5.11(b) of the Voyager Disclosure Schedules sets forth Permits required for Voyager and its Subsidiaries to conduct their respective businesses as currently conducted and as proposed to be conducted. All such Permits have been obtained and are valid and in full force and effect, and, to the Knowledge of Voyager, no violations have been recorded in respect thereof. Voyager and its Subsidiaries are in compliance in all material respects with the Permits. No legal proceeding is pending or, to the Knowledge of Voyager, threatened, to revoke, cancel, suspend, modify or limit any Permit.

(c) Notwithstanding the foregoing, the representations and warranties in this Section 5.11 do not apply to matters covered by Section 5.12 (Environmental Matters), Section 5.13 (Tax Matters), Section 5.14 (Employee Benefits), Section 5.15 (Labor and Employment Matters) and Section 5.16 (Intellectual Property).

(d) Except as set forth on Section 5.11(d) of the Voyager Disclosure Schedules, with respect to animal supplements, Voyager and its Subsidiaries have complied in all material respects with the following Laws or industry standards, as applicable:

- (i) all rules, guidelines, standards and regulations of the National Animal Supplement Council (NASC), and
- (ii) all state facility licensure and product registrations and filings.

(e) Except as set forth on Section 5.11(e) of the Voyager Disclosure Schedules, with respect to pharmacy Laws, Voyager and its Subsidiaries have all required licenses and are in material compliance with all federal and state pharmacy Laws and regulations.

(f) Voyager and its Subsidiaries hold all material Licenses that are required for the conduct of their business as currently conducted and are in compliance with the terms of all such Licenses so held, except, in the case of each of the foregoing, as has not had or would not reasonably be expected to have, individually or in the aggregate, a Voyager Material Adverse Effect.

Section 5.12 Environmental Matters.

(a) Each of Voyager and its Subsidiaries has obtained all material Licenses and other authorizations under Environmental Laws required for the conduct and operation of its business and has

for the past five (5) years been and is in compliance, in all material respects, with (i) the terms and conditions contained therein and (ii) with all applicable Environmental Laws, except for such failure to obtain or comply as has not had or would not reasonably be expected to have, individually or in the aggregate, a Voyager Material Adverse Effect.

(b) There are no Environmental Claims pending or, to Voyager's Knowledge, threatened against Voyager or any of its Subsidiaries which, if adversely resolved, would, individually or in the aggregate, reasonably be expected to have a Voyager Material Adverse Effect.

(c) There is no condition (i) on, at or under any property currently or formerly owned, leased or used by Voyager or any of its Subsidiaries or (ii) created by Voyager's or any of its Subsidiary's operations that would reasonably be expected to create a Liability for Voyager or any of its Subsidiaries or the business of Voyager under applicable Environmental Laws, which Liability has had or would reasonably be expected to have, individually or in the aggregate, a Voyager Material Adverse Effect.

(d) There are no past or present actions, activities, circumstances, events or incidents with respect to Voyager or any of its Subsidiaries or any predecessors in interest thereto (including any offsite disposal of, or exposure to, any Hazardous Materials) that would reasonably be expected to form the basis of any Environmental Claim, or any Liability under applicable Environmental Laws, in each case which has had or would reasonably be expected to have, individually or in the aggregate, a Voyager Material Adverse Effect.

(e) Voyager has made available to Harbor all material reports and documents in its or any of its Subsidiaries' possession, custody or control sufficient to disclose any Environmental Claim or current Liability under applicable Environmental Laws relating to any properties or assets currently owned, leased, operated or used by, or the conduct of any business or operations by, Voyager, any of its Subsidiaries or any predecessor in interest thereto, which Environmental Claims or Liabilities have had or would reasonably be expected to have, individually or in the aggregate, a Voyager Material Adverse Effect.

Section 5.13 Tax Matters. Except as has not had and would not reasonably be expected to have, individually or in the aggregate, a Voyager Material Adverse Effect:

(a) Each Return required to have been filed by any Voyager Entity for any Taxable Period has been timely filed (taking into account any extension of time within which to file) and each such Return is true, correct and complete in all respects;

(b) All Taxes required to have been paid by any Voyager Entity have been paid (whether or not shown on any Return) and appropriate reserves have been recorded in the Voyager Financial Statements in accordance with GAAP for Taxes not yet due and payable;

(c) There is no audit, examination or other administrative or court Action relating to Taxes of any Voyager Entity in progress or pending, or threatened in writing, nor has a taxing authority asserted in writing any deficiency or claim for Taxes or any adjustment to Taxes, in each case unless such audit, examination, other administrative or court Action, deficiency or claim has been resolved;

(d) All amounts required to have been withheld by or with respect to a Voyager Entity have been withheld and, to the extent required by applicable Law, properly deposited with the appropriate taxing authority, including in connection with any amounts paid or owing to any employee, independent contractor, creditor, stockholder or other third party;

(e) There are no Encumbrances for Taxes on any of the assets of any Voyager Entity other than Taxes that are not yet due and payable or that are being contested in good faith with adequate reserves maintained in accordance with GAAP as reflected in the Voyager Financial Statements;

(f) No written agreement or other document waiving or extending, or having the effect of waiving or extending, the statute of limitations or the period of assessment or collection of Taxes relating to a Voyager Entity has been filed or entered into with a taxing authority;

(g) No Voyager Entity (A) is bound by any agreement or arrangement the primary purpose of which relates to Taxes or (B) has in the last six (6) years (x) received or applied for a Tax ruling from the IRS or (y) entered into a "closing agreement" pursuant to Section 7121 (or any predecessor provision or any similar provision of state, local or foreign Law);

(h) No Voyager Entity has constituted either a "distributing corporation" or a "controlled corporation" in a distribution of stock qualifying for tax-free treatment under Section 355 of the Code in the two (2) years prior to the date of this Agreement;

(i) No Voyager Entity has "participated" in any "listed transaction" within the meaning of Treasury Regulations Section 1.6011-4; and

(j) No Voyager Entity will be required to include any item of income in taxable income for any Taxable Period ending after the Closing Date as a result of (i) any change in method of accounting adopted prior to the Closing for a Taxable Period ending on or prior to the Closing Date requiring an adjustment under Section 481(a) of the Code (or any similar provision of state, local or foreign Tax Law) or (ii) any election under Section 108(i) of the Code.

#### Section 5.14 Employee Benefits.

(a) Section 5.14(a) of the Voyager Disclosure Schedules lists each Voyager Benefit Plan. Voyager has heretofore delivered or made available to Harbor true and complete copies of (i) each Voyager Benefit Plan, if written (including all amendments and attachments thereto), (ii) a written summary, if the Voyager Benefit Plan is not in writing, (iii) all related trusts, insurance contracts, and other funding vehicles, (iv) the most recent annual reports (including all exhibits and the most recent financial statements and actuarial valuations) and summaries required to be prepared or filed under ERISA or the Code, (v) the most recent determination, opinion, or advisory letter, as applicable, received from the IRS with respect to each such plan intended to qualify under Section 401 of the Code, (vi) the most recent summary plan description and any summary of material modifications thereto, and (vii) any material correspondence received from or sent to any Governmental Authority from December 31, 2014 until the date hereof.

(b) Except as set forth on Section 5.14(b) of the Voyager Disclosure Schedules, the consummation of the Transactions shall not by itself, or in conjunction with any other event, (i) result in the payment or acceleration of any amount, the acceleration of any benefit or any increase in any vested interest or entitlement to any benefit or payment to any Voyager Employee other than as would not become a Liability of Voyager or its Subsidiaries, (ii) trigger any funding or payment obligation under any Voyager Benefit Plan, other than as would not become the obligation of the Surviving Corporation or its Subsidiaries, (iii) result in the forgiveness of any Indebtedness for the benefit of any Voyager Employee, or (iv) result in any breach or violation of, or default under, or limit Voyager's right to renew, replace, amend, modify or terminate, any Voyager Benefit Plan.

(c) Neither Voyager nor any of its ERISA Affiliates or any of their respective predecessors has any Liability under Title IV or Section 302 of ERISA or under Section 412 or 430 of the Code that is due and owing as of the date hereof, and to the Knowledge of Voyager, no condition exists that would reasonably be expected to result in any such Liability becoming a payment obligation of Voyager or any of its Subsidiaries. Except as set forth on Section 5.14(c) of the Voyager Disclosure Schedules, no Voyager Benefit Plan: (i) is a “defined benefit plan” as defined in Section 3(35) of ERISA or any other plan subject to the funding requirements of Section 412 of the Code or Section 302 or Title IV of ERISA, (ii) provides for retiree or post-employment medical, life insurance, death or other welfare-type benefits (other than health continuation coverage required by Section 4980B of the Code or similar state Law), (iii) is a “multiemployer plan” as defined in Section 3(37) or 4001(a)(3) of ERISA or (iv) is a “multiple employer plan” as described in Section 4063 or 4064 of ERISA or Section 413(c) of the Code. None of Voyager or its Subsidiaries has made any promises or commitments to create any additional benefit plan or Contract, or any modifications or changes in any material way to any existing benefit plan with respect to which Voyager or the Surviving Corporation and its Subsidiaries will have any material Liability as of or following the Effective Time.

(d) Except as would not result in a material Liability, each Voyager Benefit Plan has been established, funded, operated and administered in accordance with its terms, the terms of any related contracts or agreements and applicable Law, including, but not limited to, ERISA, the Code and the Laws of any other Governmental Authority and all contributions premiums and other payments required to be made with respect to each Voyager Benefit Plan have been timely made, or to the extent not required to be made or paid before the date hereof, have been accrued on the financial statements of the applicable Voyager Entity in accordance with GAAP. Each Voyager Benefit Plan, and its related trust, that is intended to meet the requirement of a “qualified plan” under Section 401(a) of the Code has received a favorable determination letter from the IRS or is in the form of a prototype document that is subject of a favorable opinion or advisory letter from the IRS and, to the Knowledge of Voyager, nothing has occurred that could reasonably be expected to adversely affect such qualification. Except as has not caused or would not reasonably be expected to cause, individually or in the aggregate, any material Liability, since January 1, 2013 (i) to the Knowledge of Voyager, there have been no non-exempt “prohibited transactions” (as defined in Section 406 of ERISA or Section 4975 of the Code) with respect to any Voyager Benefit Plan, (ii) Voyager or, to the Knowledge of Voyager, any other “fiduciary” (as defined in Section 3(21) of ERISA) has any Liability for breach of fiduciary duty or any other failure to act or comply in connection with a Voyager Benefit Plan and (iii) no Action, other than a routine claim for benefits, with respect to any Voyager Benefit Plan (other than routine claims for benefits) is pending or, to the Knowledge of Voyager, threatened.

(e) Each Voyager Benefit Plan that is a “nonqualified deferred compensation plan” (as defined under Section 409A(d)(1) of the Code) (i) has been operated and administered in good faith compliance with Section 409A of the Code prior to January 1, 2009 and (ii) has been operated and administered in compliance with Section 409A of the Code and the Treasury Regulations and other official guidance promulgated thereunder on or after January 1, 2009. Except as set forth on Section 5.14(e) of the Voyager Disclosure Schedules, no amount paid or payable (whether in cash, in property, or in the form of benefits) in connection with the Transactions (either solely as a result thereof or as a result of such Transactions in conjunction with any other event) could be an “excess parachute payment” within the meaning of section 280G of the Code, or would constitute an “excess parachute payment” if such amounts were subject to the provisions of section 280G of the Code. Neither Voyager nor any of its Subsidiaries or any Voyager Benefit Plan has any indemnity or tax gross-up obligation to any Voyager Employee for any Taxes imposed under Section 4999 or Section 409A, or otherwise, under the Code.



(f) None of Voyager, any of its Subsidiaries, or its ERISA Affiliates has in the last six (6) years maintained, sponsored or contributed to (or has been obligated to contribute to): (i) any Multiemployer Plan, any multiple employer plan as described in Section 4063 or 4064 of ERISA or Section 413(c) of the Code, or defined benefit plan as defined in Section 3(35) of ERISA or any other plan subject to the funding requirements of Section 412 of the Code or Section 302 or Title IV of ERISA and (ii) none of Voyager, or its ERISA Affiliates has any outstanding Liability in connection with a complete or partial withdrawal from any Multiemployer Plan as of the date of this Agreement, and to the Knowledge of Voyager, no such Liability is expected to be incurred by Voyager, its Subsidiaries or its ERISA Affiliates prior to the Closing Date.

(g) Except as would not result in a material Liability, each Voyager Benefit Plan that covers any Voyager Employees outside of the United States that is subject to the laws of a jurisdiction outside of the United States (each a "Voyager Foreign Plan") is listed in Section 5.14(g) of the Voyager Disclosure Schedules. Except as would not result in a material Liability, in regard to each Voyager Foreign Plan, (i) such Voyager Foreign Plan is in compliance with the provisions of the Laws of each jurisdiction in which such Voyager Foreign Plan is maintained, to the extent those Laws are applicable to such Voyager Foreign Plan, (ii) all contributions to, and payments from, such Voyager Foreign Plan that may have been required to be made in accordance with the terms of such Voyager Foreign Plan, and, when applicable, the Laws of the jurisdiction in which such Voyager Foreign Plan is maintained, have been timely made and/or an amount has been accrued therefor, (iii) all applicable reporting and notice requirements have been satisfied with respect to such Voyager Foreign Plan, (iv) such Voyager Foreign Plan has been administered in accordance with its terms and (v) there are no pending investigations by any Governmental Authority involving such Voyager Foreign Plan, and no pending claims (except for claims for benefits payable in the normal operation of such Voyager Foreign Plan), suits or proceedings against such Voyager Foreign Plan or asserting any rights or claims to benefits under such Voyager Foreign Plan.

(h) With respect to each employee benefit plan, program or agreement sponsored, maintained or administered by a Governmental Authority in which any Voyager Employee participates in, or receives benefits from (each a "Voyager Governmental Plan"), all contributions due or required to be made by Voyager have been timely made, and no Liability exists with respect to any Voyager Governmental Plan.

(i) Except as would not result in material Liability for Voyager, each Person engaged by Voyager as a consultant or independent contractor, rather than as an employee, has been properly classified as such for all purposes, is not entitled to any compensation or benefits to which employees are or were at the relevant time entitled, (whether under applicable Law or otherwise), was and has been engaged in accordance with all applicable Laws, and has been treated accordingly and appropriately for all Tax purposes.

#### Section 5.15 Labor and Employment Matters.

(a) Neither Voyager nor any of its Subsidiaries is a party to, or bound by, and no Voyager Employee is subject to, any (A) collective bargaining agreement (other than those set forth on Section 5.15(a) of the Voyager Disclosure Schedules) or (B) other Contract with a labor union, labor organization, works council or trade association, nor is any such Contract presently being negotiated;

(b) Except as has not had, and would not reasonably be expected to have, individually or in the aggregate, a Voyager Material Adverse Effect, neither Voyager nor any of its Subsidiaries is, or during the prior three year period has been, the subject of any Action asserting that Voyager or any of its Subsidiaries has committed an unfair labor practice or seeking to compel it to bargain with any labor organization as to wages or conditions of employment, nor, to Voyager's Knowledge, is any such Action threatened; and

(c) Except as has not had, and would not reasonably be expected to have, individually or in the aggregate, a Voyager Material Adverse Effect, Voyager and all of its Subsidiaries are in compliance, in all respects, with their obligations pursuant to WARN and all other notification and bargaining obligations arising under any collective bargaining agreement, Law or otherwise.

(d) No strike, work stoppage, lockout or other material labor dispute involving Voyager or any of its Subsidiaries has occurred during the prior two-year period, is pending or, to Voyager's Knowledge, threatened.

(e) To Voyager's Knowledge, there have been no petitions or campaigns being conducted to solicit cards initiated by any labor organization to represent any Voyager Employees not currently represented by a labor organization or employee representative within the past three (3) years, nor, to Voyager's Knowledge, are there any campaigns being conducted to solicit cards from employees to authorize representation by any labor organization.

(f) Voyager is in compliance with all applicable Laws and Contracts relating to employment practices, terms and conditions of employment, and the employment of former, current and prospective employees, independent contractors and "leased employees" (within the meaning of Section 414(n) of the Code), including all such Laws and Contracts relating to wages, hours, collective bargaining, employment discrimination, immigration, disability, civil rights, human rights, fair labor standards, occupational safety and health, workers' compensation, pay equity and wrongful discharge, except as has not had or would not reasonably be expected to have, individually or in the aggregate, a Voyager Material Adverse Effect.

(g) Except as has not had or would not reasonably be expected to have, individually or in the aggregate, a Voyager Material Adverse Effect, neither Voyager nor any of its Subsidiaries is in breach of any collective bargaining agreement that applies to any Voyager Employee nor, to Voyager's Knowledge, is any labor union or labor organization that is party to any such collective bargaining agreement in default thereunder.

(h) To the Knowledge of Voyager, no executive officer or Key Voyager Employee or any of its Subsidiaries has expressed to Voyager or any of its Subsidiaries any present intention to terminate his/her employment with Voyager or any of its Subsidiaries.

(i) Except as would not be reasonably expected to result in material Liability for Voyager, each Voyager Entity has paid or properly accrued all wages and compensation due to all Voyager Employees, including all overtime pay, vacations or vacation pay, holidays or holiday pay, sick days or sick pay, and bonuses.

(j) Except as would not be reasonably expected to result in a material Liability to Voyager and its Subsidiaries, taken as a whole, with respect to the Voyager Employee, none of Voyager nor its Subsidiaries have not taken any disciplinary action against any current or former employee, and no complaint has been raised by any current or former employee (in each case, in the 12 months prior to the date of this Agreement), with respect to, sex, race, disability, age, sexual orientation or religion or belief discrimination.

#### Section 5.16 Intellectual Property.

(a) Set forth on Section 5.16(a) of the Voyager Disclosure Schedules is a list of each registered or applied-for Patent, Trademark, Copyright and Domain Name, in each case included within the Voyager Intellectual Property as of the date hereof.

(b) Voyager and its Subsidiaries exclusively own all right, title and interest in and to the Voyager Intellectual Property, free of all Encumbrances, except for non-exclusive licenses, covenants not to sue or grant of rights to Voyager Intellectual Property granted in the ordinary course of business.

(c) Except as has not had, and would not reasonably be expected to have, individually or in the aggregate, a Voyager Material Adverse Effect, no Action or Order is pending, nor to Voyager's Knowledge, threatened, by or against the Voyager Entities, (i) relating to infringement, misappropriation, or other violations of Intellectual Property or (ii) challenging the ownership, validity, enforceability, registrability or use of any Intellectual Property. Except as has not had, and would not reasonably be expected to have, individually or in the aggregate, a Voyager Material Adverse Effect, neither Voyager nor any of its Subsidiaries is subject to any Action, Order or other dispute involving any third-party Intellectual Property and to Voyager's Knowledge, no such Action, Order or other dispute is threatened.

(d) Except as has not had, and would not reasonably be expected to have, individually or in the aggregate, a Voyager Material Adverse Effect, to Voyager's Knowledge, (i) the operation of Voyager's business has not, for the last three (3) years prior to the date hereof, and does not, infringe, misappropriate or otherwise violate the Intellectual Property rights of any other Person and (ii) no Person has, for the last three (3) years prior to the date hereof, nor is, engaging in any activity that infringes, misappropriates or otherwise violates the Voyager Intellectual Property.

(e) Voyager and its Subsidiaries have taken commercially reasonable actions to protect and maintain the Voyager Intellectual Property and to protect the confidentiality of, and protect against the misuse or misappropriation of, the Trade Secrets owned by any of them, in each case that are material to the conduct of Voyager's business. To Voyager's Knowledge, except as has not had, and would not reasonably be expected to have, individually or in the aggregate, a Voyager Material Adverse Effect, there has been no unauthorized disclosure, misappropriation or loss of any such material Trade Secrets and no Voyager Intellectual Property that constitutes a Trade Secret has been disclosed to any third party other than pursuant to a valid written agreement to protect the confidentiality of such Trade Secret.

(f) To Voyager's Knowledge, all employees, contractors and other Persons involved in the creation, invention or development of any material Intellectual Property for or on behalf of Voyager and one of its Subsidiaries have executed a written assignment of all such Intellectual Property to Voyager or one of its Subsidiaries (to the extent not owned by Voyager or one of its Subsidiaries by operation of Law).

(g) Except as has not had, and would not reasonably be expected to have, individually or in the aggregate, a Voyager Material Adverse Effect, the Voyager Entities, and the collection, storage, use, disposal, disclosure, transfer and any other processing of Personal Information by or on behalf of the Voyager Entities, comply and have complied with all Privacy and Information Security Requirements. Except as set forth on Section 5.16(g) of the Voyager Disclosure Schedules, (i) since January 1, 2015, no claims, investigations, charges or complaints have been made against any of the Voyager Entities by any Governmental Authority or other Person alleging a violation of any Privacy and Information Security Requirements, (ii) there have not been any actual or, to Voyager's Knowledge, suspected breaches or other incidents of data security breaches, unauthorized access or use of any of the IT Systems of the Voyager Entities, or unauthorized acquisition, damage, disclosure, loss or use of, or access to, confidential and non-public information, including any Personal Information, held by any of the Voyager Entities or to Voyager's Knowledge, by any other Person on behalf of the Voyager Entities, and (iii) no disclosure of any data breach or network security breach has been made by any of the Voyager Entities to any Person or Governmental Authority, nor have the Voyager Entities failed to disclose any data breach or network security breach that was required under applicable Law to be disclosed to any Person or Governmental Authority, in each case of clauses (i)-(iii), except as has not been, and would not

reasonably be expected to be, individually or in the aggregate, material to Voyager's business as presently conducted. The Voyager Entities have implemented commercially reasonable backup, security and disaster recovery measures and have taken commercially reasonable actions to protect and maintain the integrity, security and confidentiality of the IT Systems of the Voyager Entities, and the information (including any confidential and non-public information) stored thereon, from unauthorized use, access, or modification by third parties and from viruses and contaminants. Since January 1, 2015, the Voyager Entities have not received any written complaints, written notices or other written claims related to any of the foregoing set forth in this Section 5.16(g).

Section 5.17 Material Contracts.

(a) Section 5.17(a) of the Voyager Disclosure Schedules sets forth each of the following that Voyager or any of its Subsidiaries is a party to or bound by as of the date hereof:

- (i) any non-competition agreements or any other Contract that materially limits or will materially limit any of Voyager or its Subsidiaries from engaging in their respective businesses;
- (ii) any Contract that contains (A) exclusivity or similar provisions, (B) non-solicitation provisions, or (C) "most favored nation" provisions, in each case that would limit in any material respect any of Voyager or its Subsidiaries or the Spinco Entities from engaging in their respective businesses;
- (iii) any Contract governing (A) any partnerships or strategic alliances material to Voyager's business or (B) any joint venture (other than any joint venture in which the counterparty thereto owns an immaterial equity stake);
- (iv) any Contract pursuant to which any of Voyager or its Subsidiaries has or will incur Indebtedness for borrowed money or other material Indebtedness (other than deferred revenue) or has or will guarantee or otherwise become liable for any Indebtedness of any other Person;
- (v) any Contract that provides or will provide for annual payments in excess of \$500,000 by or to Voyager or any of its Subsidiaries (other than leases set forth on Section 5.8(c) of the Voyager Disclosure Schedules);
- (vi) any Contract that is a settlement, conciliation or similar agreement with any Governmental Authority or pursuant to which Voyager or any of its Subsidiaries will be required after the date of this Agreement to pay consideration in excess of \$500,000;
- (vii) any Contract for the employment or engagement of any Voyager Employee or other individual on a full-time, part-time or consulting basis and providing for annual salary (excluding bonus) in excess of \$250,000 excluding offer letters and employment agreements that are standard practice or required under applicable Law;
- (viii) any Contract that limits or otherwise restricts the ability of Voyager or any of its Subsidiaries to pay dividends or make distributions to the Voyager Stockholders or holders of capital stock of any Subsidiary of Voyager;
- (ix) any Contract pursuant to which a Voyager Entity receives a license to material Intellectual Property from a third party, except for and excluding any (a) licenses for commercially available or unmodified "off-the-shelf" Software and (b) licenses ancillary to commercial agreements (including supply, manufacturing and distribution agreements);

(x) any Contract pursuant to which any material Voyager Intellectual Property is licensed to a third party, except for and excluding any non-exclusive licenses of, or grants of non-exclusive rights to, Intellectual Property entered into in the ordinary course of business; and

(xi) any Contract under which there has been imposed an Encumbrance, other than a Permitted Encumbrance, on any of the material assets of the business of Voyager.

The Contracts required to be set forth on Section 5.17(a) of the Voyager Disclosure Schedules and real property leases set forth on Section 5.8(c) of the Voyager Disclosure Schedules are referred to herein as the “Voyager Material Contracts”. Voyager has provided Harbor with a correct and complete copy of all Voyager Material Contracts in effect as of the date hereof.

(b) To Voyager’s Knowledge, the Voyager Material Contracts are valid, binding and in full force and effect in all material respects, against Voyager or its Subsidiary which is a party thereto (or will become a party thereto in connection with the Transactions) and, to Voyager’s Knowledge, as of the date hereof, each other counterparty thereto, and constitute, in all material respects, legal, valid and binding obligations of Voyager or its Subsidiary which is party thereto and, to Voyager’s Knowledge, as of the date hereof, each other counterparty thereto, enforceable, in all material respects, by Voyager or the Subsidiary which is a party thereto in accordance with their terms except to the extent that such enforceability may be limited by (i) applicable bankruptcy, insolvency, reorganization, moratorium or other similar Laws, now or hereinafter in effect, relating to creditors’ rights generally and general principles of equity (regardless of whether enforceability is considered in a proceeding in equity or at law) or (ii) Laws relating to the enforcement of employee restrictive covenants.

(c) Neither Voyager nor any of its Subsidiaries is in material breach or default under (and no event has occurred, and neither Voyager nor its Subsidiaries has violated any provisions of, or committed or failed to perform any act that, with notice or the passage of time or both would constitute a material breach or default under) any Voyager Material Contract nor, to Voyager’s Knowledge, as of the date hereof, is any other party to any Voyager Material Contract in material default thereunder.

Section 5.18 Dividends. Since December 31, 2017, neither Voyager nor any of its Subsidiaries (i) declared, set aside or paid any dividends or made other distributions on or in respect of any shares of the capital stock or partnership or equity interests of Voyager or any of its Subsidiaries (whether in cash, securities, property or any combination thereof), except for the declaration and payment of cash dividends or distributions paid on or with respect to a class of capital stock or partnership or equity interests, all of which shares of capital stock or partnership or equity interests (with the exception of directors’ qualifying shares and other similarly nominal holdings required by Law to be held by Persons other than Voyager or its wholly-owned Subsidiaries), as applicable, of the applicable corporation, partnership or other entity are owned directly or indirectly by Voyager, or (ii) purchased, repurchased, redeemed or otherwise acquired, or permitted Voyager or any of its Subsidiaries to purchase, repurchase, redeem or otherwise acquire, any of its securities or any securities of any of its Subsidiaries, including shares of Voyager Common Stock, or any option, warrant, instrument or right, directly or indirectly, to acquire any such securities, other than from employees upon termination of employment in the ordinary course of business or (iii) proposed or committed to do any of the foregoing.

Section 5.19 Brokers or Finders; Transaction Bonuses.

(a) Except as set forth in Section 5.19(a) of the Voyager Disclosure Schedules, neither Voyager nor any of its Subsidiaries has employed any investment banker, broker, finder or intermediary in connection with the Transactions who might be entitled to any fee or any commission in connection

with or upon consummation of the Transactions and any such fee or commission and any costs or expenses incurred in connection therewith shall be borne solely by Voyager.

(b) Except as set forth in Section 5.19(b) of the Voyager Disclosure Schedules, there are no special bonuses or other similar compensation payable to any Voyager Employee or any other employee of Voyager or any of its Subsidiaries in connection with the Transactions that would reasonably be expected to become a Liability of Spinco or its Subsidiaries. Voyager has provided to Harbor true and complete copies of the agreements set forth in Section 5.19(b) of the Voyager Disclosure Schedules to Harbor.

Section 5.20 Insurance of Voyager. Voyager is insured under insurance policies, Contracts and self-insurance programs, including policies of fire and casualty, liability and other forms of insurance and/or insurance arrangements, in such amounts, with such deductibles and against such risks and losses as are, in Voyager's reasonable judgment, reasonable for its business and its Subsidiaries. Except as has not had and would not reasonably be expected to have, individually or in the aggregate, a Voyager Material Adverse Effect, all such policies are in full force and effect, no invoiced premiums are overdue for payment and no notice of cancellation or termination has been received by Voyager or any of its Subsidiaries with respect to any such policy which has not been replaced on substantially similar terms prior to the date of such cancellation or termination.

Section 5.21 Voyager Subsidiaries.

(a) Each Subsidiary of Voyager is duly organized, validly existing and in good standing (to the extent such concept is recognized in the relevant jurisdiction) under the Laws of its respective jurisdiction of incorporation and has the corporate power and authority to own its properties and carry on its business as now being conducted. Each Subsidiary of Voyager is duly licensed or qualified and in good standing (or equivalent status as applicable) in each jurisdiction in which the assets owned or leased by it or the character of its activities require it to be licensed or qualified or in good standing (or equivalent status as applicable), except as would not have a Voyager Material Adverse Effect.

(b) Except for its interests in the Subsidiaries of Voyager, as of the Effective Time, Voyager will not own, directly or indirectly, any capital stock of, or other equity or voting interest in, any Person.

(c) Prior to the Effective Time, true, complete and correct copies of the certificate of incorporation and bylaws (or similar organizational documents) of each of the Subsidiaries of Voyager will be furnished or made available to Harbor.

Section 5.22 Controlled Substances. No Voyager Entity has engaged in any activities that constitute a material violation under the Controlled Substances Act, as amended, the United States Federal Food, Drug and Cosmetic Act, as amended, or the regulations promulgated pursuant to such statutes or any related state or local statutes or regulations concerning the purchasing, dispensing, distribution or sale of controlled substances.

Section 5.23 Certain Business Practices.

(a) To Voyager's Knowledge, none of the Voyager Entities, nor any of their directors, officers, employees, independent contractors or agents acting on behalf of any Voyager Entity (acting in their respective capacities as directors, officers, employees, independent contractors or agents), has made a material violation of the Anti-Corruption Laws.

(b) To Voyager's Knowledge, there is no investigation of, written allegation by, or request for information from, any Voyager Entity by any Governmental Authority regarding the Anti-Corruption Laws that would reasonably be expected to result in any material fine, penalty, or enforcement action by such Governmental Authority.

To Voyager's Knowledge, no Voyager Entity, nor any current or former directors, officers, employees, agents, independent contractors or other parties acting on behalf of any Voyager entity or any of their Affiliates, has materially violated or operated in material noncompliance with any export restrictions, anti-boycott regulations, embargo regulations or other similar applicable Laws of the United States, the United Kingdom, the European Union or the United Nations.

Section 5.24 No Other Representations and Warranties. Except for the representations and warranties contained in this Article V (including the related portions of the Voyager Disclosure Schedules), neither Voyager, its Subsidiaries nor any other Person has made or makes any other express or implied representation or warranty, either written or oral, on behalf of Voyager or any of its Subsidiaries, including any representation or warranty as to the accuracy or completeness of any information regarding the business and assets of Voyager furnished or made available to Harbor, Spinco and its Representatives (including any information, documents or material made available to Harbor and Spinco, management presentations or in any other form in expectation of the transactions contemplated hereby) or as to the future revenue, profitability or success of the business of Voyager, or any representation or warranty arising from statute or otherwise in law.

## Article VI

### COVENANTS

Section 6.1 Conduct of the Spinco Business Pending the Merger. Following the date of this Agreement and until the earlier of the Effective Time or the date, if any, on which this Agreement is terminated pursuant to Section 8.1, except (x) as contemplated by the Separation (including the Restructuring), or as otherwise expressly contemplated or permitted by this Agreement, the Transaction Agreements or the Support Agreements, if any, or described in Section 6.1 of the Harbor/Spinco Disclosure Schedules, (y) to the extent that Voyager shall otherwise consent in writing (which consent shall not be unreasonably withheld, conditioned or delayed) or (z) as may be required by applicable Law, Harbor and Spinco agree, as to themselves and their respective Subsidiaries, as applicable:

(a) *Ordinary Course*. Each of Harbor and Spinco shall, and shall cause their respective Subsidiaries, as applicable, to, conduct the Spinco Business in, and shall not take any action with respect to the Spinco Business except in, the ordinary course of business, consistent with past practice and, with respect to the Spinco Business, shall use reasonable best efforts to preserve intact its current business organization, maintain its material rights and Licenses, keep available the services of its current officers and Key Spinco Group Employees and preserve its relationships with its customers and suppliers and others having business dealings with it in such a manner that its goodwill and ongoing businesses are not impaired in any material respect as of the Effective Time. Harbor shall, and shall cause its Subsidiaries (other than Spinco and its Subsidiaries) to conduct their businesses in the ordinary course of business in accordance with past practice with respect to their dealings with and in respect of, the Spinco Business. For the avoidance of doubt, none of the provisions set forth in Section 6.1(c)(ii), (g), (h), (j), (k) or (n) shall apply to the conduct of the Harbor Business to the extent any action or inaction that is inconsistent with such provision is taken without the purpose or intent of circumventing such provision or adversely affecting the Spinco Business.

(b) *Changes in Stock.* Neither Harbor nor Spinco shall permit any of the Spinco Entities to, nor shall any of the Spinco Entities propose to (in each case whether by merger, consolidation, exchange or otherwise):

(i) split, combine or reclassify any of the capital stock of any of the Spinco Entities or issue or authorize or propose the issuance of any other securities in respect of, in lieu of, or in substitution for, shares of the capital stock of any of the Spinco Entities; or

(ii) amend the terms or change the period of exercisability of, purchase, repurchase, redeem or otherwise acquire, or permit any of the Harbor Entities or Spinco Entities to amend the terms or change the period of exercisability of, purchase, repurchase, redeem or otherwise acquire, any of Spinco's securities or any securities of any of the Spinco Subsidiaries, including shares of Spinco Common Stock, or any option, warrant or right, directly or indirectly, to acquire any such securities or propose to do any of the foregoing other than (x) repurchases of employee equity and (y) in connection with the exercise of a JV Minority Shareholder of its rights.

(c) *Issuance of Securities.* Neither Harbor nor Spinco shall permit any of the Spinco Entities, as applicable, to (i) issue, sell, pledge, dispose of or encumber, or authorize the issuance, sale, pledge, disposition or Encumbrance of, (A) any shares of any Spinco Entity's capital stock of any class or (B) any options, warrants, convertible securities or other rights of any kind to acquire any shares of capital stock, or any other ownership interest, in any Spinco Entity (it being understood that this Section 6.1(c) shall not restrict the issuance of shares of Harbor Common Stock or other securities convertible into or exercisable or exchangeable for Harbor Common Stock other than any issuance of any of the foregoing to any Spinco Group Employee (except that shares of Harbor Common Stock may be issued to any Spinco Group Employee upon exercise of an option for Harbor Common Stock currently outstanding or the occurrence of a payment event under any of restricted stock units or similar securities with respect to the Harbor Common Stock currently outstanding)) or (ii) with respect to the Spinco Group Employees, accelerate the timing of payments or vesting under, or otherwise materially amend or supplement, any existing benefit, stock option compensation plan or arrangement (other than as may be required by Law or under an applicable qualified retirement plan), in each case other than pursuant to Section 2.8(a) hereof, as permitted by Section 6.1(h) hereof, as set forth on Section 4.14(b) of the Harbor/Spinco Disclosure Schedules or other than with respect to any Spinco Group Employee that the Parties have agreed will not be a Spinco Group Employee following the Effective Time and such acceleration, amendment or supplement would not result in a Liability to any Spinco Entity. Without limiting the generality of the immediately preceding sentence, nothing in this Section 6.1(c) or elsewhere in this Agreement shall prevent Harbor or any of its respective agents from amending or operating the Harbor 401(k) Plans as any such party deems appropriate, in its sole discretion as permitted under such Harbor 401(k) Plans, with respect to the holding or liquidation of any shares of Harbor Common Stock (but not with respect to Spinco Common Stock received in respect of Harbor Common Stock in the Distribution).

(d) *Governing Documents.* Neither Harbor nor Spinco shall amend or propose to amend or otherwise change the certificate of incorporation or bylaws or similar governance documents of Spinco, nor shall Harbor or Spinco permit any Spinco Subsidiary to amend or propose to amend or otherwise change its certificate of incorporation or bylaws or similar governance documents in each case, except to the extent required to comply with applicable Law, the provisions of this Agreement or the Transaction Agreements.

(e) *Acquisitions.* Spinco shall not, and shall not permit any of its Subsidiaries to, and Harbor shall not permit any of the Spinco Entities to, in a single transaction or a series of transactions, acquire or agree to acquire by merging or consolidating with, or by purchasing any equity interest in or the assets of,



or by any other manner, any business or any corporation, partnership, association or other business organization or division thereof.

(f) *Dispositions.* Each of Spinco and Harbor shall not, and each shall not permit any of its respective Subsidiaries to, either in a single transaction or a series of related transactions, sell, lease, pledge, encumber, transfer, license or otherwise dispose of, or agree to sell, lease, pledge, encumber, transfer, license or otherwise dispose of, any of its respective assets which, but for such disposition in contravention of this Section 6.1(f), would constitute Spinco Assets as of immediately prior to the Distribution (other than Contracts, which are governed by Section 6.1(m) hereof and Intellectual Property, which is governed by Section 6.1(p) hereof) (excluding the disposition in the ordinary course of business of Inventory and of other assets having a fair market value not exceeding \$1,000,000 in the aggregate).

(g) *Indebtedness.* Except for the incurrence of the Spinco Financing or the refinancing of any Harbor-Spinco Indebtedness, Spinco shall not, and shall not permit any of its Subsidiaries to, and, with respect to the Spinco Business, Harbor shall not, and shall not permit any of its Subsidiaries to:

(i) incur any Indebtedness for borrowed money or guarantee or otherwise become contingently liable for any such Indebtedness or issue or sell any debt securities or warrants or rights to acquire any debt securities of any of the Spinco Entities or guarantee any debt securities of others in an aggregate amount in excess of \$1,000,000 or enter into any material leases other than in connection with the operating leases in the ordinary course of business;

(ii) issue any debt securities or assume, guarantee or endorse, or otherwise as an accommodation become responsible for, the obligations of any Person for borrowed money or otherwise;

(iii) make any loans, advances, capital contributions to or investments in any other Person except (A) loans or advances by Spinco or any of its wholly-owned Subsidiaries to Spinco or any of its wholly-owned Subsidiaries, (B) investments or capital contributions in any of Spinco's wholly-owned Subsidiaries, (C) as required by binding Contracts in effect as of the date hereof set forth in Section 6.1(g) of the Harbor/Spinco Disclosure Schedules or (D) in the ordinary course of business; provided, that the aggregate amount of all such loans, advances, capital contributions to or investments in any other Person made in reliance on this clause (D) shall not exceed \$1,000,000;

(iv) authorize material capital expenditures or purchases of fixed assets other than from third parties in the ordinary course of business; or

(v) create or incur an Encumbrance on its tangible or intangible assets other than in the ordinary course of business;

which, in the case of clauses (i), (ii), (iii), (iv) or (v) above, would obligate Spinco or its Subsidiaries to pay any amounts, or assume any obligations to be performed by, or encumber any assets held by, Spinco or its Subsidiaries, at or after the Effective Time.

(h) *Employee Arrangements.* Except as set forth on Section 6.1(h) of the Harbor/Spinco Disclosure Schedules, pursuant to the terms of any collective bargaining agreements in effect as of the date hereof and disclosed on Section 4.15(a) of the Harbor/Spinco Disclosure Schedules, as contemplated by this Agreement, as set forth in the Employee Matters Agreement or as otherwise required by applicable Law, Harbor shall not, and shall not permit its Subsidiaries to, with respect to the Spinco Business, and Spinco shall not, and shall not permit any of its Subsidiaries, as applicable, to:

(i) except (A) in the ordinary course of business consistent with past practice or (B) in connection with an Approved Offer, grant any material increases in the compensation (including bonus and incentive compensation) or fringe benefits of any Spinco Group Employee, except (x) pursuant to an action that generally applies uniformly to Spinco Group Employees and other similarly situated employees of Harbor or (y) any material increases that would not reasonably be expected to become a Liability of Spinco or its Subsidiaries;

(ii) except (A) in the ordinary course of business consistent with past practice or (B) in connection with an Approved Offer, pay or agree to pay to any Spinco Group Employee any material pension, retirement allowance, transaction or retention bonus, severance benefit or other material employee benefit not required by any of the existing Spinco Benefit Plans as in effect on the date hereof, except (x) pursuant to an action that generally applies uniformly to Spinco Group Employees and other similarly situated employees of Harbor, (y) as would not reasonably be expected to result in a Liability of Spinco or its Subsidiaries or (z) in connection with an Approved Offer;

(iii) except (A) in the ordinary course of business consistent with past practice or (B) in connection with an Approved Offer, enter into any new, or terminate or materially amend any existing collective bargaining agreement or relationship, employment, compensation, equity, incentive compensation, severance or termination Contract or other arrangement with any Spinco Group Employee or his or her representative; provided, that any such new collective bargaining agreement or any termination of or material amendment to any such existing collective bargaining agreement in the ordinary course of business shall be subject to review by Voyager reasonably in advance of the conclusion of such negotiations and Voyager shall be informed periodically of the status of negotiations with respect thereto;

(iv) (A) establish or become obligated under any new pension plan, welfare plan, employee benefit plan (including any equity incentive plan), severance plan, benefit arrangement or similar plan or arrangement sponsored or maintained by any Spinco Entity that was not in existence on the date hereof or (B) amend or terminate any such plan or arrangement in existence on the date hereof, except in the case of (B) (x) as would not result in a material increase in the annual aggregate cost (based on the historical annual aggregate cost to Harbor with respect to the Spinco Group Employees) of maintaining such pension plan, welfare plan, employee benefit plan, severance plan, trust, fund, policy or arrangement or (y) as would not reasonably be expected to result in a Liability of Spinco or its Subsidiaries;

(v) except (A) in the ordinary course of business consistent with past practice or (B) in connection with an Approved Offer, grant any equity-based compensation to any Spinco Group Employee or director or independent contractor of any Spinco Entity in respect of the stock of any Spinco Entity, except to the extent Voyager has consented in writing to such grant;

(vi) make any offer for the employment or engagement of any Spinco Group Employee or other individual on a full-time, part-time, or consulting basis providing for an annual salary (excluding bonus) in excess of \$250,000, other than an Approved Offer;

(vii) implement any distribution center, facility, warehouse or business unit closing or mass layoff that could implicate WARN; or

(viii) make any loan to (A) any director, officer or member of senior management of a Spinco Entity or (B) except in the ordinary course of business and in compliance with applicable Law, to any other Spinco Group Employee.

(i) *No Liquidation or Dissolution.* Each of Spinco and Harbor shall not, and each shall not permit any of its respective Subsidiaries to, adopt a plan or agreement of complete or partial liquidation, dissolution, merger, consolidation, restructuring, recapitalization or other material reorganization or any other transaction that would preclude or be inconsistent in any material respect with, or hinder or delay in any material respect, consummation of the Transactions.

(j) *Accounting Methods.* Neither Harbor nor Spinco shall, and each shall not permit any of their respective Subsidiaries to, make any material change in the methods of accounting or procedures of the Spinco Entities or the Spinco Business in effect as of the date hereof, except (i) as required by changes in GAAP after providing reasonable prior written notice and an opportunity to provide input to Voyager, (ii) as may be made in response to SEC guidance, in each case, as concurred with in writing by Harbor's or Spinco's independent auditors, (iii) as may be required in connection with the Transactions, so long as any such changes are in accordance with GAAP or (iv) changes permitted by Section 6.1(k), and neither Harbor nor Spinco shall change Spinco's fiscal year.

(k) *Taxes.* Neither Harbor nor any of its Subsidiaries shall, with respect to the Spinco Business, (i) make, change or rescind any material Tax election (other than an election under Code Section 965 or any similar election), (ii) settle, compromise or abandon any material Action or controversy primarily relating to Taxes of such Spinco Business, (iii) amend any material Returns, (iv) adopt or change any material method of Tax accounting or change any annual Tax accounting period or (v) consent to any extension or waiver of the limitation period applicable to any material Tax claim or assessment, with respect to the Spinco Business, in filing their respective Returns, in each case without the prior written consent of Voyager, which consent shall not be unreasonably withheld, conditioned or delayed; provided, that Harbor and its Subsidiaries may, without the consent of Voyager, take any of the foregoing actions (A) pursuant to the Restructuring, (B) if such action would not be binding on any Spinco Entity after the Effective Time, (C) if such action would not reasonably be expected to result in a material increase in Tax Liabilities for any Spinco Entity after the Effective Time (as determined by Harbor in its reasonable discretion), (D) if such action is expressly permitted pursuant to the Tax Matters Agreement or (E) as required by applicable Law (including GAAP).

(l) *Affiliate Transactions.* Neither Harbor nor Spinco shall, and each shall not permit any of their respective Subsidiaries to, except as contemplated by the Transaction Agreements or for arm's length commercial arrangements entered into in the ordinary course of business consistent with past practice and on terms generally consistent with past practice prior to December 31, 2017 and entered into without any intent to manipulate working capital or other assets or liabilities of Spinco in a manner favorable to Harbor, enter into or amend in any material respect any Contract or arrangement with respect to the Spinco Business with any of their respective Subsidiaries, other than among Spinco and its wholly-owned Subsidiaries.

(m) *Contracts.* Spinco shall not, and shall not permit any of its Subsidiaries to, and with respect to the Spinco Business, Harbor shall not, and shall not permit any of its Subsidiaries to, modify, amend, terminate or enter into any Spinco Material Contract with a third party, or waive, release or assign any material rights or claims of any Spinco Entity or Harbor or any of its Affiliates (excluding any Spinco Entity) or the Spinco Business thereunder, except (x) in the ordinary course of business or (y) in connection with an Approved Offer.

(n) *Settlement of Litigation.* Spinco shall not, and shall not permit any of its Subsidiaries to, and with respect to the Spinco Business, Harbor shall not, and shall not permit any of its Subsidiaries to, pay, discharge, satisfy or settle any Action (absolute, accrued, asserted or unasserted, contingent or otherwise) if such payment, discharge, satisfaction or settlement would (i) require any payment in excess of \$1,000,000 individually or \$5,000,000 in the aggregate by Spinco or the Spinco Subsidiaries prior to,

or Spinco or its Subsidiaries following, the Effective Time or (ii) restrict Spinco or any of its Subsidiaries from operating the Spinco Business in any material respect or require the taking of any action by Spinco or any of its Subsidiaries that, in each case, would, or would reasonably be expected to, materially and adversely affect the operation of the Spinco Business or Spinco following the Effective Time, other than (x) any Action in respect of Taxes, which shall be governed exclusively by the Tax Matters Agreement and Section 6.1(k) and (y) any Action that challenges or otherwise seeks to enjoin, restrain or prohibit the Transactions or seeks damages with respect to the Transactions, which shall be governed exclusively by Section 6.13.

(o) *Restrictive Agreements.* Spinco shall not, and shall not permit any of its Subsidiaries to, and with respect to the Spinco Business, Harbor shall not, and shall not permit any of its Subsidiaries to, enter into any Contract or arrangement that limits or otherwise restricts any Spinco Entity in any material respect, or that would or would reasonably be expected to, following the Effective Time, limit or restrict any Spinco Entity or Voyager in any material respect from engaging in the Spinco Business, or any other business in which Voyager is engaged in any material respect and of which Voyager has provided Spinco or Harbor prior written notice.

(p) *Intellectual Property.* Spinco shall not, and shall not permit any of its respective Subsidiaries to, and with respect to the Spinco Business, Harbor shall not, and shall not permit any of its Affiliates to, sell, transfer, grant a license under, abandon, let lapse, encumber or otherwise dispose of any material Spinco Intellectual Property except, in each case, any non-exclusive licenses of, or grants of non-exclusive rights to, Spinco Intellectual Property entered into in the ordinary course of business.

(q) *Inventory Located on Transferred Real Property.* Harbor shall not, and shall not permit its respective Subsidiaries to, deviate in any material respect from the historical practices relating to the purchase, storage and/or movement of Inventory and personal property, which, in each case, but for such deviation would constitute Spinco Assets, at, to or from the Transferred Real Property in the ordinary course of business.

(r) *Foregoing Actions.* Spinco shall not, and shall not permit any of its respective Subsidiaries to, and with respect to the Spinco Business, Harbor shall not, and shall not permit any of its Subsidiaries to agree or commit to do any of the actions described in clauses (a) through (q) above.

Section 6.2 Conduct of the Voyager Business Pending the Merger. Following the date of this Agreement and until the earlier of the Effective Time or the date, if any, on which this Agreement is terminated pursuant to Section 8.1, except (x) as contemplated or permitted by this Agreement, the Transaction Agreements or the Support Agreements, if any, or described in Section 6.2 of the Voyager Disclosure Schedules, (y) to the extent that Harbor shall otherwise consent in writing (which consent shall not be unreasonably withheld, conditioned or delayed) or (z) as may be required by applicable Law, Voyager agrees, as to itself and its Subsidiaries:

(a) *Ordinary Course.* Voyager shall conduct its business in, and shall cause its Subsidiaries to conduct their businesses in, and Voyager shall not take any action except in, the ordinary course of business, consistent with past practice, and shall use reasonable best efforts to preserve intact its current business organization, maintain its material rights and Licenses, keep available the services of its current officers and Key Voyager Employees and preserve its relationships with its customers, distributors and suppliers and others having business dealings with it in such a manner that its goodwill and ongoing businesses are not impaired in any material respect as of the Effective Time.

(b) *Dividends; Changes in Stock.* Voyager shall not, and shall not permit any of its Subsidiaries to or to propose to (in each case whether by merger, consolidation, exchange or otherwise):

(i) declare, set aside or pay any dividends on or make other distributions in respect of any shares of the capital stock or partnership or equity interests of Voyager or any of its Subsidiaries (whether in cash, securities, property or any combination thereof), except for the declaration and payment of cash dividends or distributions paid on or with respect to a class of capital stock or partnership or equity interests, all of which shares of capital stock or partnership or equity interests (with the exception of directors' qualifying shares and other similarly nominal holdings required by Law to be held by Persons other than Voyager or its wholly-owned Subsidiaries), as applicable, of the applicable corporation, partnership or other entity are owned directly or indirectly by Voyager;

(ii) split, combine or reclassify any of the capital stock of Voyager or any of its Subsidiaries or issue or authorize or propose the issuance of any other securities in respect of, in lieu of, or in substitution for, shares of the capital stock of Voyager or any of its Subsidiaries; or

(iii) amend the terms or change the period of exercisability of, purchase, repurchase, redeem or otherwise acquire, or permit Voyager or any of its Subsidiaries to amend the terms or change the period of exercisability of, purchase, repurchase, redeem or otherwise acquire, any of its securities or any securities of any of its Subsidiaries, including shares of Voyager Common Stock, or any option, warrant or right, directly or indirectly, to acquire any such securities or propose to do any of the foregoing.

(c) *Issuance of Securities.* Voyager shall not, and shall not permit any of its Subsidiaries, as applicable, to (i) issue, sell, pledge, dispose of or encumber, or authorize the issuance, sale, pledge, disposition or Encumbrance of, (A) any shares of Voyager's or any of its Subsidiaries' capital stock of any class or (B) any options, warrants, convertible securities or other rights of any kind to acquire any shares of capital stock, or any other ownership interest, in Voyager or any of its Subsidiaries (it being understood that this Section 6.2(c) shall not restrict the issuance of shares of Voyager Capital Stock to any Voyager Employee upon the exercise of an option for or warrant to purchase shares of Voyager Capital Stock currently outstanding), or (ii) accelerate the timing of payments or vesting under, or otherwise materially amend or supplement, any existing benefit, stock option compensation plan or arrangement (other than as may be required by Law or under an applicable qualified retirement plan), in each case other than pursuant to Section 2.8(a) hereof, as permitted by Section 6.2(h) hereof, as set forth on Section 5.14(b) of the Voyager Disclosure Schedules.

(d) *Governing Documents.* Voyager shall not amend or propose to amend or otherwise change the certificate of incorporation or bylaws or similar governance documents of Voyager, nor shall Voyager permit any of its Subsidiaries to amend or propose to amend or otherwise change its certificate of incorporation or bylaws or similar governance documents in each case, except to the extent required to comply with applicable Law, the provisions of this Agreement or the Transaction Agreements.

(e) *Acquisitions.* Voyager shall not, and shall not permit any of its Subsidiaries to, in a single transaction or a series of transactions, acquire or agree to acquire by merging or consolidating with, or by purchasing any equity interest in or the assets of, or by any other manner, any business or any corporation, partnership, association or other business organization or division thereof.

(f) *Dispositions.* Voyager shall not, and shall not permit any of its Subsidiaries to, either in a single transaction or a series of related transactions, sell, lease, pledge, encumber, transfer, license or otherwise dispose of, or agree to sell, lease, pledge, encumber, transfer, license or otherwise dispose of, any of its assets (other than Contracts, which are governed by Section 6.2(m) hereof and Intellectual Property, which is governed by Section 6.1(p) hereof) (excluding the disposition in the ordinary course of business for fair market value of assets having a fair market value not exceeding \$500,000 in the aggregate).

(g) *Indebtedness.* Voyager shall not, and shall not permit any of its Subsidiaries to:

(i) incur any Indebtedness for borrowed money or guarantee or otherwise become contingently liable for any such Indebtedness or issue or sell any debt securities or warrants or rights to acquire any debt securities of Voyager or any of its Subsidiaries or guarantee any debt securities of others in an aggregate amount in excess of \$500,000 or enter into any material leases other than in connection with the operating leases in the ordinary course of business;

(ii) issue any debt securities or assume, guarantee or endorse, or otherwise as an accommodation become responsible for, the obligations of any Person for borrowed money or otherwise;

(iii) make any loans, advances, capital contributions to or investments in any other Person except (A) loans or advances by Voyager or any of its wholly-owned Subsidiaries to it or any of its wholly-owned Subsidiaries, (B) investments or capital contributions in any of Voyager's wholly-owned Subsidiaries, (C) as required by binding Contracts in effect as of the date hereof set forth in Section 6.2(g) of the Voyager Disclosure Schedules or (D) in the ordinary course of business; provided, that the aggregate amount of all such loans, advances, capital contributions to or investments in any other Person made in reliance on this clause (D) shall not exceed \$500,000;

(iv) authorize material capital expenditures or purchases of fixed assets other than from third parties in the ordinary course of business; or

(v) create or incur an Encumbrance on its tangible or intangible assets other than in the ordinary course of business;

which, in the case of clauses (i), (ii), (iii), (iv) or (v) above, would obligate Spinco or its Subsidiaries to pay any amounts, or assume any obligations to be performed by, or encumber any assets held by, Spinco or its Subsidiaries, at or after the Effective Time.

(h) *Employee Arrangements.* Except as set forth on Section 6.2(h) of the Voyager Disclosure Schedules, pursuant to the terms of any collective bargaining agreements in effect as of the date hereof and disclosed on Section 5.15(a) of the Voyager Disclosure Schedules, as contemplated by this Agreement, as set forth in the Employee Matters Agreement or as otherwise required by applicable Law, Voyager shall not, and shall not permit any of its Subsidiaries to:

(i) except (A) in the ordinary course consistent with past practice or (B) in connection with an Approved Offer, grant any material increases in the compensation (including bonus and incentive compensation) or fringe benefits of any Voyager Employee, except any material increases that would not reasonably be expected to become a Liability of Spinco or its Subsidiaries;

(ii) except (A) in the ordinary course consistent with past practice or (B) in connection with an Approved Offer, pay or agree to pay to any Voyager Employee any material pension, retirement allowance, transaction or retention bonus, severance benefit or other material employee benefit not required by any of the existing Voyager Benefit Plans as in effect on the date hereof, except as would not reasonably be expected to result in a Liability of Spinco or its Subsidiaries;

(iii) except (A) in the ordinary course of business consistent with past practice, or (B) in connection with an Approved Offer, enter into any new, or terminate or materially amend any existing collective bargaining agreement or relationship, employment, compensation, equity, incentive compensation, severance or termination Contract or other arrangement with any Voyager Employee or his or her representative; provided, that any such new collective bargaining agreement or any termination of

or material amendment to any such existing collective bargaining agreement in the ordinary course of business shall be subject to review by Spinco senior management reasonably in advance of the conclusion of such negotiations and Spinco senior management shall be informed periodically of the status of negotiations with respect thereto;

(iv) (A) establish or become obligated under any new pension plan, welfare plan, employee benefit plan (including any equity incentive plan), severance plan, benefit arrangement or similar plan or arrangement sponsored or maintained by Voyager or any of its Subsidiaries that was not in existence on the date hereof, or (B) amend or terminate any such plan or arrangement in existence on the date hereof, except in the case of (B) (x) as would not result in a material increase in the annual aggregate cost (based on Voyager's historical annual aggregate cost with respect to the Voyager Employees) of maintaining such pension plan, welfare plan, employee benefit plan, severance plan, trust, fund, policy or arrangement or (y) as would not reasonably be expected to result in a Liability of Spinco or its Subsidiaries;

(v) except (A) in the ordinary course of business consistent with past practice, or (B) in connection with an Approved Offer, grant any equity-based compensation to any Voyager Employee or director or independent contractor of Voyager or any of its Subsidiaries, except to the extent Harbor or Spinco has consented in writing to such grant;

(vi) make any offer for the employment or engagement of any Voyager Employee or other individual on a full-time, part-time, or consulting basis providing for an annual salary (excluding bonus) in excess of \$250,000, other than an Approved Offer;

(vii) implement any distribution center, facility, warehouse or business unit closing or mass layoff that could implicate WARN; or

(viii) make any loan to (A) any director, officer or member of senior management of Voyager or any of its Subsidiaries or (B) except in the ordinary course of business and in compliance with applicable Law, to any other Voyager Employee.

(i) *No Liquidation or Dissolution.* Voyager shall not, and shall not permit any of its Subsidiaries to, adopt a plan or agreement of complete or partial liquidation, dissolution, merger, consolidation, restructuring, recapitalization or other material reorganization or any other transaction that would preclude or be inconsistent in any material respect with, or hinder or delay in any material respect, consummation of the Transactions.

(j) *Accounting Methods.* Voyager shall not, and shall not permit any of its Subsidiaries to, make any material change in the methods of accounting or procedures of Voyager or its business in effect as of the date hereof, except (i) as required by changes in GAAP after providing reasonable prior written notice and an opportunity to provide input to Harbor, (ii) as may be made in response to SEC guidance, in each case, as concurred with in writing by Voyager's independent auditors, (iii) as may be required in connection with the Transactions, so long as any such changes are in accordance with GAAP, or (iv) changes permitted by Section 6.2(k), and Voyager shall not change its fiscal year.

(k) *Taxes.* Neither Voyager nor any of its Subsidiaries shall (i) make, change or rescind any material Tax election (other than an election under Code Section 965 or any similar election), (ii) settle, compromise or abandon any material Action or controversy relating to Taxes, (iii) amend any material Returns, (iv) adopt or change any material method of Tax accounting or change any annual Tax accounting period or (v) consent to any extension or waiver of the limitation period applicable to any material Tax claim or assessment in filing their respective Returns, in each case without the prior written

consent of Harbor, which consent shall not be unreasonably withheld, conditioned or delayed, provided that Voyager and its Subsidiaries may, without the consent of Harbor, take any of the foregoing actions (A) if such action would not be binding on Voyager or any of its Subsidiaries after the Effective Time, (B) if such action would not reasonably be expected to result in a material increase in Tax Liabilities for Voyager or its Subsidiaries after the Effective Time, (C) if such action is expressly permitted pursuant to the Tax Matters Agreement or (D) as required by applicable Law (including GAAP).

(l) *Affiliate Transactions.* Voyager shall not, and shall not permit any of its Subsidiaries to, except as contemplated by the Transaction Agreements or for arm's length commercial arrangements entered into in the ordinary course of business consistent with past practice and on terms generally consistent with past practices prior to December 31, 2017, enter into or amend in any material respect any Contract or arrangement with any of their respective Subsidiaries, other than with wholly-owned Subsidiaries of Voyager.

(m) *Contracts.* Voyager shall not, and shall not permit any of its Subsidiaries to, except in the ordinary course of business, modify, amend, terminate or enter into any Voyager Material Contract with a third party, or waive, release or assign any material rights or claims of Voyager or any of its Subsidiaries thereunder.

(n) *Settlement of Litigation.* Voyager shall not, and shall not permit any of its Subsidiaries to, pay, discharge, satisfy or settle any Action (absolute, accrued, asserted or unasserted, contingent or otherwise), if such payment, discharge, satisfaction or settlement would (i) require any payment in excess of \$1,000,000 individually or \$5,000,000 in the aggregate by Voyager or any of its Subsidiaries prior to, or Spinco or its Subsidiaries following, the Effective Time or (ii) restrict Spinco or any of its Subsidiaries from operating their respective businesses in any material respect or require the taking of any action by Voyager or any of its Subsidiaries that, in each case, would, or would reasonably be expected to, materially and adversely affect the operation of the respective businesses of Voyager or Spinco following the Effective Time, other than (x) any Action in respect of Taxes, which shall be governed exclusively by the Tax Matters Agreement and Section 6.2(k) and (y) any Action that challenges or otherwise seeks to enjoin, restrain or prohibit the Transactions or seeks damages with respect to the Transactions, which shall be governed exclusively by Section 6.13.

(o) *Restrictive Agreements.* Voyager shall not, and shall not permit any of its Subsidiaries to, enter into any Contract or arrangement that limits or otherwise restricts Voyager or any of its Subsidiaries in any material respect, or that would or would reasonably be expected to, following the Effective Time, limit or restrict Voyager or any of its Subsidiaries in any material respect from engaging in their business.

(p) *Intellectual Property.* Voyager shall not, and shall not permit any of its Subsidiaries to, sell, transfer, grant a license under, abandon, let lapse, encumber or otherwise dispose of any material Voyager Intellectual Property that is necessary to carry on the business of Voyager and its Subsidiaries substantially as currently conducted, except, in each case, any non-exclusive licenses of, or grants of non-exclusive rights to, Voyager Intellectual Property to vendors, manufacturers or distributors for their activities on behalf of Voyager's business with respect to the products or services of Voyager's business, or to customers with respect to the products or services of Voyager's business, that were, in each case, entered into in the ordinary course of business, consistent with past practices.

(q) *Inventory Located on Real Property.* Voyager shall not, and shall not permit its respective Subsidiaries to, deviate in any material respect from the historical practices relating to the purchase, storage and/or movement of products, supplies, parts and other inventories owned by Voyager or any of its Subsidiaries and personal property, at, to or from all Voyager Leased Real Property and all Voyager Owned Real Property.



(r) *Foregoing Actions.* Voyager shall not agree or commit, and shall not permit any of its Subsidiaries to agree or commit, to do any of the actions described in clauses (a) through (q) above.

Section 6.3 Directors and Officers of Spinco. The officers and directors of Spinco as of the Effective Time shall be determined as provided in Section 7.8 of the Distribution Agreement.

Section 6.4 Preparation of Registration Statement and Prospectus.

(a) As promptly as practicable following the execution of this Agreement, Harbor, Spinco and Voyager shall prepare the Prospectus, and Harbor will cause Spinco to prepare and file with the SEC the Registration Statement. Voyager, Harbor and Spinco shall use their reasonable best efforts to furnish to Harbor and Spinco all information concerning it as is required by the SEC or deemed necessary by the Parties to be included in the Registration Statement and Prospectus (including any financial statements required to be included therein). Without limiting the foregoing, Voyager and Spinco shall, and Harbor shall cause Spinco to, each provide (i) audited annual and unaudited interim financial statements (including footnotes) that are timely reviewed by such Party's independent auditor for the periods required to be included in the Registration Statement and Prospectus, (ii) management's discussion and analysis of interim and annual financial statements for the periods required to be included in the Registration Statement and Prospectus, (iii) the consent of such Party's independent auditor to include annual financial statement reports in the Registration Statement and Prospectus, (iv) information necessary to prepare selected and summary financial data, (v) information necessary to enable Spinco to prepare required pro forma financial statements and related footnotes and (vi) any other information mutually agreed by Harbor, Spinco and Voyager to be required or necessary to be included in the Registration Statement or Prospectus, in each case, to the extent reasonably necessary to permit Spinco to prepare the Registration Statement and Prospectus. Harbor, Spinco and Voyager shall use their respective reasonable best efforts to have the Registration Statement declared effective by the SEC under the Securities Act as promptly as practicable and advisable following the date the Registration Statement is filed with the SEC and to keep the Registration Statement effective as long as is necessary to consummate the Distribution and the Spinco Voyager Stock Issuance; provided, that such date is no earlier than the date on which Spinco would be reasonably able to meet its obligations and requirements as a public company with securities listed on the Exchange and is otherwise reasonably prepared to operate as a standalone entity taking into account all resources available to it under the Transaction Agreements and on commercially reasonable terms from third parties. The Parties shall promptly provide copies, consult with each other and prepare written responses with respect to any written comments received from the SEC with respect to the Prospectus and the Registration Statement, and advise one another of any oral comments received from the SEC with respect to the Prospectus and the Registration Statement. The Parties shall cooperate in preparing and filing with the SEC any necessary correspondence and amendment or supplement to the Prospectus or the Registration Statement. No amendment or supplement to the Prospectus or Registration Statement shall be filed without the approval of Harbor, Spinco and Voyager, which approval shall not be unreasonably withheld, conditioned or delayed. Harbor will use its reasonable best efforts to cause the Prospectus to be mailed to the Harbor Stockholders as promptly as practicable after the Registration Statement is declared effective under the Securities Act by the SEC. The Prospectus and the Registration Statement shall comply as to form in all material respects with the rules and regulations promulgated by the SEC under the Securities Act.

(b) If, at any time after the mailing of the Prospectus (including at the time of the Voyager Stockholders Meeting), any event should occur that results in the Prospectus or the Registration Statement containing an untrue statement of a material fact or omitting to state any material fact required to be stated therein or necessary to make the statements therein, in the light of the circumstances under which they are made, not misleading, or that otherwise should be described in an amendment or supplement to the Prospectus or the Registration Statement, the Parties shall promptly notify the other Parties of the

occurrence of such event and then promptly prepare, file and clear with the SEC such amendment or supplement and Spinco shall, as may be required by the SEC, mail to the Harbor Stockholders and the Voyager Stockholders each such amendment or supplement.

Section 6.5 No Solicitation of Acquisition Proposals.

(a) *Voyager Non-Solicitation.* Except where the failure to take any such action would be in the judgment of the Voyager Board of Directors, after obtaining the advice of legal counsel, reasonably likely to be inconsistent with the fiduciary duties of the Voyager Board of Directors or applicable Law, from the date of this Agreement and until the earlier of the Effective Time or the date, if any, on which this Agreement is terminated pursuant to Section 8.1, Voyager agrees that neither it nor any of its Subsidiaries shall, and Voyager shall cause its Representatives, agents and other intermediaries (including any accountants, financial or legal advisors or other consultants) not to, (i) directly or indirectly, solicit, initiate or encourage any inquiry or proposal that constitutes or could reasonably be expected to lead to a Voyager Acquisition Proposal, (ii) provide any non-public information or data to any Person relating to or in connection with a Voyager Acquisition Proposal, (iii) waive, amend or modify any standstill or confidentiality agreement (other than the Confidentiality Agreement or confidentiality agreements with any Voyager Employees) to which it or any of its Subsidiaries is a party in connection with a Voyager Acquisition Proposal, (iv) enter into, maintain or continue any discussions or negotiations concerning a Voyager Acquisition Proposal or (v) otherwise cooperate with, participate in or facilitate any effort or attempt to make or implement a Voyager Acquisition Proposal or approve, agree to, recommend or accept, or propose to approve, recommend, agree to or accept, or execute or enter into, any letter of intent, agreement in principle, merger agreement, acquisition agreement, option agreement or other similar agreement related to any Voyager Acquisition Proposal and Voyager shall request the return of any Confidential Information distributed to any such parties in connection with any such activities, discussions or negotiations. Voyager shall promptly (and, in any event, within forty-eight (48) hours) notify Harbor of the receipt of any Voyager Acquisition Proposal or any inquiry, proposal, offer or request for information with respect to, or that could reasonably be expected to result in, a Voyager Acquisition Proposal, indicating, in each case, the identity of the Person or group making such Voyager Acquisition Proposal, inquiry, offer, proposal or request for information and a copy of any Voyager Acquisition Proposal made in writing and the material terms and conditions of a Voyager Acquisition Proposal not made in writing (including, in each case, as applicable, copies of any written requests, proposals or offers, including proposed agreements), and thereafter shall keep Harbor informed in reasonable detail, on a prompt basis (and, in any event, within forty-eight (48) hours), of the status and terms of any such Voyager Acquisition Proposal, inquiry, offer, proposal or request, including any material developments or modifications to the terms of any such Voyager Acquisition Proposal, inquiry, proposal, offer or request (including amendments thereto).

(b) *Harbor/Spinco Non-Solicitation.* Except as set forth on Section 6.1(f) of the Harbor/Spinco Disclosure Schedules, pursuant to any Contract set forth on Section 4.17(a) of the Harbor/Spinco Disclosure Schedules, or where the failure to take any such action would be in the judgment of the Harbor Board of Directors, after obtaining the advice of legal counsel, reasonably likely to be inconsistent with the fiduciary duties of the Harbor Board of Directors or applicable Law from the date of this Agreement and until the earlier of the Effective Time or the date, if any, on which this Agreement is terminated pursuant to Section 8.1, each of Harbor and Spinco agrees that neither it nor any of their respective Subsidiaries, as applicable, shall, and each of Harbor and Spinco shall cause its respective Representatives, agents and other intermediaries (including any accountants, financial or legal advisors, or other consultants) not to, (i) directly or indirectly, solicit, initiate or encourage any inquiry or proposal that constitutes or could reasonably be expected to lead to a Spinco Acquisition Proposal, (ii) provide any non-public information or data to any Person relating to or in connection with a Spinco Acquisition Proposal, (iii) waive, amend or modify any standstill or confidentiality agreement (other than

the Confidentiality Agreement or confidentiality agreements with any Spinco Group Employees) to which it or any of its Subsidiaries, is a party relating to the Spinco Business in connection with a Spinco Acquisition Proposal, (iv) enter into, maintain or continue any discussions or negotiations concerning a Spinco Acquisition Proposal or (v) otherwise cooperate with, participate in or facilitate any effort or attempt to make or implement a Spinco Acquisition Proposal or approve, agree to, recommend or accept or propose to approve, recommend, agree to or accept, or execute or enter into, any letter of intent, agreement in principle, merger agreement, acquisition agreement, option agreement or other similar agreement related to any Spinco Acquisition Proposal and each of Harbor and Spinco shall request the return of any Confidential Information distributed to any such parties in connection with any such activities, discussions or negotiations. Harbor and Spinco shall promptly (and, in any event, within forty-eight (48) hours) notify Voyager of the receipt of any Spinco Acquisition Proposal or any inquiry, proposal, offer or request for information with respect to, or that could reasonably be expected to result in, a Spinco Acquisition Proposal, indicating, in each case, the identity of the Person or group making such Spinco Acquisition Proposal, inquiry, offer, proposal or request for information and a copy of any Spinco Acquisition Proposal made in writing and the material terms and conditions of a Spinco Acquisition Proposal not made in writing (including, in each case, as applicable, copies of any written requests, proposals or offers, including proposed agreements), and thereafter shall keep Voyager informed in reasonable detail, on a prompt basis (and, in any event, within forty-eight (48) hours), of the status and terms of any such Spinco Acquisition Proposal, inquiry, offer, proposal or request, including any material developments or modifications to the terms of any such Spinco Acquisition Proposal, inquiry, proposal, offer or request (including amendments thereto).

Section 6.6 Tax Matters. Prior to the Effective Time, none of the Parties will (and each of the Parties will cause its respective Subsidiaries not to) take any action (or refrain from taking any action) which (i) is inconsistent with the facts presented and the representations made in the Spin-Off Tax Opinion, Merger Tax Opinions, or (to the extent applicable) IRS Submissions with respect to such Party or its Affiliates (in the case of Voyager, the facts presented and representations made with respect to Voyager and its Subsidiaries contained in the redacted versions of the IRS Submissions) or (ii) could reasonably be expected to cause any Tax-Free Transaction Failure.

Section 6.7 Cooperation. The Parties shall use their reasonable best efforts to, together or pursuant to the allocation of responsibility set forth below or otherwise to be agreed upon between them take, or cause to be taken, the following actions:

(a) *The Exchange and Other Listings*. Harbor shall cause Spinco to prepare and, subject to the reasonable review and comment by Voyager, file, and shall use its reasonable best efforts to cause Spinco to have approved prior to the Effective Time, an application for the listing on the Exchange of the Spinco Common Stock to be issued pursuant to the Transactions, subject to official notice of issuance prior to the Closing Date.

(b) *Blue Sky Filings*. Harbor shall use its reasonable best efforts to cause Spinco to take such action as may be required under state securities or "blue sky" laws in connection with the issuance of shares of Spinco Common Stock pursuant to the Transactions; provided, that, other than as required pursuant to the Registration Statement, Spinco shall not be required to (i) qualify as a foreign corporation or other entity or as a dealer in securities in any jurisdiction where it would not otherwise be required to so qualify, (ii) file any general consent to service of process in any such jurisdiction, (iii) subject itself to taxation in any such jurisdiction if it is not otherwise so subject or (iv) amend its certificate of incorporation or bylaws.

(c) *Further Assistance.* The Parties shall use their reasonable best efforts to provide such further assistance as any of the other Parties may reasonably request and as may be reasonably necessary or appropriate in connection with the foregoing and in effectuating the provisions of this Agreement.

(d) *Cooperation of Third Parties.* Where the cooperation of any third parties would be necessary in order for any Party to completely fulfill its obligations under this Agreement, any Transaction Agreement or any Support Agreement, such Party will use its reasonable best efforts to seek the cooperation of such third parties.

Section 6.8 Competition Approvals; IRS Rulings.

(a) *Competition Approvals.* Subject to the terms and conditions of this Agreement, each of the Parties shall use their reasonable best efforts to take, or cause to be taken, all actions and to do, or cause to be done, all things necessary under applicable Laws and regulations to consummate and make effective the Transactions, including providing information and using their reasonable best efforts to obtain all necessary exemptions, rulings, consents, authorizations, approvals and waivers to effect all necessary registrations and filings, as promptly as practicable, and to take all other actions necessary to consummate the Transactions contemplated hereby in a manner consistent with applicable Law, it being understood that this Section 6.8(a) does not address any filings required under the IRS Rulings, if any (which is addressed in Section 6.8(b)); provided, further, within twenty (20) Business Days following the execution of this Agreement, Harbor, Voyager and Spinco shall file or cause any of their respective Affiliates to file with the United States Federal Trade Commission and the United States Department of Justice, the Notification and Report Form required for the transactions pursuant to the HSR Act. Without limiting the generality of the foregoing, Harbor, Voyager and Spinco agree, and shall cause each of their respective Subsidiaries, to cooperate and to use their respective reasonable best efforts to obtain any government clearances required to consummate the Merger, and to respond to any government requests for information. The Parties will consult and cooperate with one another (including by permitting the other party to review in advance any communication to be given by it to, and consult with each other in advance of any meeting or material telephone call with, any Governmental Authority), and consider in good faith the views of one another, in connection with any analyses, appearances, presentations, memoranda, briefs, arguments, opinions and proposals made or submitted by or on behalf of any Party in connection with proceedings under or relating to any federal, state or foreign antitrust or fair trade Law, and will provide one another with copies of all material communications from and filings with, any Governmental Authorities in connection with the Transactions contemplated hereby. Any filing fees required to be paid, and reasonable out-of-pocket fees and expenses paid to consultants retained in connection with the preparation of such filings, by the Parties in connection with any filings with any Governmental Authority shall be Shared Expenses. Notwithstanding anything to the contrary set forth above in this Section 6.8(a), none of Voyager, Harbor, Spinco or any of their respective Affiliates will be required to offer or agree to sell, divest, lease, license, transfer, dispose of or otherwise encumber before or after the Effective Time any assets, Licenses, operations, rights, product lines, business or interests therein of Voyager or Harbor or any of their respective Affiliates or agree to make any material changes or restriction on, or other impairment of Voyager's, Harbor's or either of their respective Affiliates' ability to own, operate or exercise rights in respect of such assets, Licenses, operations, rights, product lines, business or interests therein; provided further, however, that none of Harbor, Voyager or the Voyager Stockholders shall have an obligation to litigate against any Governmental Authority or private party seeking to enjoin the Closing of the transactions contemplated by this Agreement.

(b) From the date hereof until the date on which the condition set forth in Section 7.1(f) is satisfied, Voyager, Harbor, Spinco and their respective Affiliates shall not acquire or agree to acquire by merging or consolidating with, or by purchasing any equity interest in or the assets of, or by any other manner, any business or any corporation, partnership, association or other business organization or

division thereof that would reasonably be expected to prevent or materially delay any filing or approval with or from any Governmental Authority to consummate the Transactions or which could reasonably be expected to materially delay or prevent the consummation of the Transactions or result in the failure to satisfy any condition to consummation of the Transactions.

(c) *IRS Rulings and Opinions.*

(i) Harbor shall determine, in its reasonable discretion, whether to obtain the IRS Rulings. Harbor and Spinco shall use their reasonable best efforts to seek, as promptly as practicable, any private letter rulings from the IRS that Harbor in its reasonable discretion has determined to obtain, in form and substance reasonably satisfactory to Harbor (the "IRS Rulings"), and an opinion of Cleary Gottlieb Steen & Hamilton LLP (the "Spin-Off Tax Opinion"), (A) to the effect that (I) the transactions that comprise the Distribution will qualify as a "reorganization" within the meaning of Section 368(a)(1)(D) of the Code, (II) Harbor will recognize no gain or loss under Section 361(c) of the Code upon the Distribution and (III) Harbor's stockholders will recognize no gain or loss under Section 355(a) of the Code upon the receipt of Spinco Common Stock in the Distribution and (B) covering any other matters reasonably requested by Harbor. The IRS Rulings and the Spin-Off Tax Opinion may be based upon customary factual statements, representations and covenants by the Parties, their Subsidiaries and their stockholders. Voyager agrees to cooperate and use its reasonable best efforts to, and to cause its Subsidiaries to, assist in obtaining the IRS Rulings and the Spin-Off Tax Opinion, including by providing such appropriate information, representations and covenants as the IRS or Cleary Gottlieb Steen & Hamilton LLP shall reasonably require in connection with the IRS Rulings or the Spin-Off Tax Opinion.

(ii) Harbor, in consultation with Voyager, shall be responsible for the preparation and filing of all ruling requests and supplements thereto to be submitted to the IRS in connection with the IRS Rulings, if any (the "IRS Submissions"). Harbor shall provide Voyager with consultation rights and a reasonable opportunity to review and comment on a draft of the IRS Submissions to the extent filed after the date hereof; provided, that such rights shall not result in unreasonable delays in submitting the IRS Submissions to the IRS. Notwithstanding the foregoing, Harbor may redact from any IRS Submission any information ("Redactable Information") that (x) Harbor, in its good faith judgment, considers to be Confidential Information or legal analysis/qualifications which in either case are not information about Voyager or its Subsidiaries or the actions that Spinco or its Subsidiaries will take (or refrain from taking) after the Distribution and (y) is not (and is not reasonably expected to become) a part of any other publicly available information. No IRS Submission shall be filed with the IRS after the date hereof unless, prior to such filing, Voyager shall have agreed (which agreement shall not be withheld unreasonably, conditioned or delayed) as to the contents of such IRS Submission, to the extent that such contents include information about Voyager or its Subsidiaries or the actions that Spinco or its Subsidiaries will take (or refrain from taking) after the Distribution. Harbor shall provide Voyager with copies of each IRS Submission as filed with the IRS promptly following the filing thereof (subject to the proviso regarding Redactable Information, below). Harbor shall use its reasonable best efforts to notify Voyager of any substantive communications with or from the IRS regarding any material issue arising with respect to the IRS Rulings, including, without limitation, the IRS Submissions, provided, that Harbor may redact from such IRS Submission any Redactable Information prior to providing such IRS Submission to Voyager.

(iii) Harbor and Voyager shall cooperate with each other in obtaining, and shall use their respective reasonable best efforts to obtain (and shall cause their respective Subsidiaries and stockholders to cooperate in obtaining and use their reasonable best efforts to obtain), a written opinion of their respective tax counsel, Cleary Gottlieb Steen & Hamilton LLP, in the case of Harbor and Spinco, and Morgan, Lewis & Bockius LLP, in the case of Voyager, in form and substance reasonably

satisfactory to Harbor and Voyager, respectively (each such opinion, a “Merger Tax Opinion”), dated as of the Effective Time, to the effect that, on the basis of facts, representations and assumptions set forth in such opinion, the Merger will be treated as a “reorganization” within the meaning of Section 368(a)(2)(E) of the Code; provided, that, if Harbor obtains an IRS Ruling providing that the Merger will be treated as a “reorganization” within the meaning of Section 368(a)(2)(E) of the Code, then Harbor may choose in its sole discretion to waive the requirement that it obtain the Merger Tax Opinion by Cleary Gottlieb Steen & Hamilton LLP and Voyager may choose in its sole discretion to waive the requirement that it obtain the Merger Tax Opinion from Morgan, Lewis & Bockius LLP. Each of the Parties shall deliver, if applicable, to Cleary Gottlieb Steen & Hamilton LLP and Morgan, Lewis & Bockius LLP, for purposes of the Merger Tax Opinions (and shall cause their Subsidiaries and stockholders to deliver) such appropriate information and customary representations and covenants reasonably satisfactory in form and substance to Cleary Gottlieb Steen & Hamilton LLP and Morgan, Lewis & Bockius LLP.

Section 6.9 Stockholder Approvals; Notices.

(a) Immediately following the execution and delivery of this Agreement, each of Harbor, Spinco and Merger Sub shall take all action necessary to obtain the Merger Sub Stockholder Approval and shall promptly (but in any event no later than twenty-four (24) hours following the date hereof) deliver written documentation of such approvals to Voyager.

(b) Voyager shall, from the date hereof until the Voyager Stockholders Meeting, use commercially reasonable efforts to take all actions necessary in accordance with this Agreement, applicable Laws, the Voyager Certificate of Incorporation and the bylaws of Voyager to secure, as promptly as practicable following the execution and delivery of this Agreement, the execution and delivery of the voting and support agreements of all of the Voyager Stockholders in a form reasonably acceptable to Harbor (each such executed and delivered voting and support agreement a “Support Agreement” and, collectively, the “Support Agreements”).

(c) As promptly as practicable following the date on which the SEC shall clear (whether orally or in writing) the Prospectus and, if required by the SEC as a condition to the mailing of the Prospectus, the Registration Statement shall have been declared effective and no later than five (5) Business Days after such date, Voyager shall duly take all lawful action to duly call, give notice of, convene and hold a meeting of its stockholders (the “Voyager Stockholders Meeting”) to be held as promptly as practicable for the purpose of voting (the “Voyager Stockholder Vote”) upon the Voyager Stockholder Approval. Voyager shall deliver, or cause to be delivered, to Voyager’s stockholders (i) a proxy statement with respect to the Voyager Stockholders Meeting that includes a copy of the notice required pursuant to Section 262 of the DGCL informing the Voyager Stockholders that appraisal rights are available for their shares of Voyager Capital Stock pursuant to Section 262 of the DGCL, along with such other information as required by Section 262 of the DGCL and applicable Law, and (ii) the Prospectus in definitive form in connection with the Voyager Stockholders Meeting at the time and in a manner in accordance with applicable Laws, the Voyager Certificate of Incorporation and the bylaws of Voyager, and shall conduct the Voyager Stockholders Meeting and the solicitation of proxies in connection therewith in compliance with applicable Laws, the Voyager Certificate of Incorporation and the bylaws of Voyager. Such proxy statement, including any amendments or supplements thereto, shall be subject to reasonable review and approval by Harbor and Spinco, which approval shall not be unreasonably withheld, conditioned or delayed.

(d) Voyager covenants that, Voyager will, through the Voyager Board of Directors, recommend to its stockholders approval of the Voyager Stockholder Approval. Notwithstanding the foregoing provisions of this Section 6.9(d), if, on a date for which the Voyager Stockholders Meeting is scheduled, Voyager has not received proxies representing a sufficient number of votes to obtain the

Voyager Stockholder Approval, whether or not a quorum is present, Voyager shall have the right to make one or more successive postponements or adjournments of the Voyager Stockholders Meeting; provided, that the Voyager Stockholders Meeting is not postponed or adjourned to a date that is more than thirty (30) days after the date for which the Voyager Stockholders Meeting was originally scheduled (excluding any adjournments or postponements required by applicable Law).

(e) Voyager agrees that its obligations to hold the Voyager Stockholders Meeting pursuant to this [Section 6.9\(e\)](#) shall not be affected by the commencement, public proposal, public disclosure or communication to Voyager of any Voyager Acquisition Proposal.

#### Section 6.10 [Access](#).

(a) Subject to [Section 6.15](#) hereof, upon reasonable notice, each of Harbor, with respect to the Spinco Business, Spinco and Voyager shall, throughout the period prior to the earlier of the Effective Time or the date, if any, on which this Agreement is terminated, afford to each other and each other's respective Representatives and the Lenders, reasonable access to its Representatives and, during normal business hours, in a manner that does not unreasonably interfere with business and operations and under the supervision of its personnel, to its and its Subsidiaries' officers, properties, Contracts, commitments, books, records (including Returns) and any report, schedule or other document filed or received by it pursuant to the requirements of the federal or state securities Laws, and shall use their respective reasonable best efforts to cause its respective Representatives to furnish promptly to the other such additional financial and operating data and other information as to its and its Subsidiaries' and the Spinco Subsidiaries' respective businesses and properties as the other or its duly authorized Representatives, as the case may be, may reasonably request, and instruct its employees, legal counsel, financial advisors, auditors and other authorized Representatives to reasonably cooperate with the other in such other Party's investigation; provided, however, that the foregoing shall not permit any Party to conduct any invasive or destructive environmental sampling, testing or analysis (including without limitation any of the nature commonly referred to as a "Phase II" environmental assessment) on the other Party's property.

(b) For the purposes of this [Section 6.10](#), all communications, including requests for information or access, pursuant to this [Section 6.10](#), shall only be made by and among Representatives of each of Harbor, Spinco and Voyager, each of whom shall initially be designated in writing by each of Harbor, Spinco and Voyager, respectively, and may be replaced with a substitute representative by Harbor, Spinco or Voyager from time to time upon reasonable written notice to the other Parties.

(c) Notwithstanding the foregoing, none of Harbor, with respect to the Spinco Business, Spinco, Voyager or their respective Subsidiaries, as applicable and in each such Person's sole discretion, shall be required to provide any information to the extent that such information or to the extent that such access would (i) jeopardize the attorney-client privilege or other privilege, (ii) contravene any applicable Law (including any Privacy and Information Security Requirements), fiduciary duty or confidentiality obligation entered into prior to the date of this Agreement or (iii) conflict with any Consent previously given by any natural person relating to the collection, acquisition, storage, protection, use, disclosure, transfer or any other processing (as defined by any applicable Law) of data (including Personal Information); provided, that the Parties shall have used reasonable best efforts to make such disclosure in a form or manner that would not jeopardize such privilege or violate such Law, fiduciary duty, confidentiality obligations or Consent (including by redacting or otherwise not disclosing any portion thereof the disclosure of which would jeopardize such privilege or entering into a joint defense agreement). Each of Voyager, Spinco and Harbor will hold, and will cause their respective Subsidiaries to hold, and will direct its and their Representatives to hold, any and all information received from any of the Parties, directly or indirectly, in confidence in accordance with the Confidentiality Agreement and [Section 6.15](#).

(d) Notwithstanding any other provision of this [Section 6.10](#) or the other provisions of this Agreement, Harbor shall not be required to provide a copy of (or access to) any (i) information with respect to any business conducted by Harbor, other than the Spinco Business, or (ii) Harbor Income Tax Return or Harbor Non-Income Tax Return (other than as required pursuant to the Tax Matters Agreement).

**Section 6.11 Director and Officer Indemnification; Insurance.**

(a) From and after the Effective Time, Spinco shall, and shall cause its Subsidiaries to, (i) maintain for a period of not less than six (6) years from the Effective Time provisions in each of its Subsidiaries' respective organizational documents concerning the indemnification and exoneration (including provisions relating to expense advancement) of each of the past and present directors or officers of Harbor, Spinco, Voyager and their respective Subsidiaries, and each individual who prior to the Effective Time becomes a director or officer of Harbor, Spinco, Voyager or their respective Subsidiaries that are no less favorable to those Persons than the provisions of the organizational documents of Harbor, Spinco, Voyager and their respective Subsidiaries, as applicable, in each case, as of the date hereof, and (ii) not amend, repeal or otherwise modify such provisions in any respect that would adversely affect the rights of those Persons thereunder, in each case, except as required by applicable Law; provided, that no Person entitled to indemnification under this clause (a) shall be indemnified against any cost, expense, judgment, fine, loss, claim, damage or liability in respect of any fraud committed by such Person.

(b) Spinco shall maintain in effect for each of the applicable Persons referred to in clause (a) above for a period of six (6) years after the Effective Time policies of directors' and officers' liability insurance and fiduciary liability insurance of at least the same coverage, and containing terms and conditions which are, in the aggregate, no less advantageous to the insured, as the current policies of directors' and officers' liability insurance maintained for the benefit of such applicable Person referred to in clause (a) by Harbor or Voyager, as the case may be, with respect to claims arising from facts or events that occurred on or before the Effective Time; provided, that such policies shall be no less favorable than the more favorable policies between those policies held by each of Harbor and Voyager immediately prior to the Effective Time; provided, further, that Spinco may satisfy its obligations under this [Section 6.11\(b\)](#) by purchasing a "tail" policy which (i) has an effective term of six (6) years from the Closing and (ii) covers each person currently covered by Harbor's and Voyager's directors' and officers' insurance policy in effect immediately prior to the Effective Time for actions and omissions occurring on or prior to the Closing.

(c) In the event Spinco or any of its respective successors or assigns (i) consolidates with or merges into any other Person and is not the continuing or surviving corporation or entity of consolidation or merger, or (ii) transfers or conveys all or substantially all of its assets to any Person, then, and in each case, Spinco or any successor or assign shall cause proper provision to be made so that the successor and assigns of Spinco or any such successor or assign, as applicable, assumes the covenants and agreements set forth in this [Section 6.11](#).

**Section 6.12 Public Announcements.** Harbor, Spinco and Voyager shall consult with each other prior to making any press release or public announcement relating to the Transactions and shall not issue any such press release or make any such public announcement prior to such consultation and without the consent of the other Parties, which consent shall not be unreasonably withheld, delayed or conditioned, except as (i) may be required by applicable Law, Order or by obligations pursuant to any listing agreement with any national securities exchange, in which case the Party proposing to issue such press release or make such public announcement shall use its reasonable best efforts to consult in good faith with, and accept reasonable comment from, the other Parties a reasonable time before issuing any such press release



or making any such public announcement or (ii) is substantially similar in content to previous written press releases, public disclosures or public statements made jointly by the Parties or in investor conference calls, SEC filings, Q&As or other documents approved by the Parties. Nothing herein shall be deemed to prohibit any Party (or stockholder of a Party) that is a private equity or similar investment fund, or any manager or general partner of any such fund, from reporting or disclosing, on a confidential basis, to its partners, investors, potential investors or similar parties, general information regarding this Agreement and/or the Transactions for fund reporting, marketing, fund raising or similar purposes.

**Section 6.13 Defense of Litigation.** Each of Harbor, Spinco and Voyager shall use its reasonable best efforts to defend against all Actions in which such Party is named as a defendant that challenge or otherwise seek to enjoin, restrain or prohibit the Transactions or seek damages with respect to the Transactions. None of Harbor, Spinco or Voyager shall settle any such Action or fail to perfect on a timely basis any right to appeal any judgment rendered or Order entered against such Party therein without having previously consulted with the other Parties; provided, that no Party shall settle any such Action without the prior written consent of the other Parties if (a) such Action would prevent or materially delay the Transactions (including the Separation and the Merger) or involves injunctive or equitable relief or (b) a settlement of such Action would impose Liability on Harbor, Spinco, Voyager or any of their respective Subsidiaries. Each of Harbor, Spinco and Voyager shall use its reasonable best efforts to cause each of its Affiliates, directors and officers to use its reasonable best efforts to defend any such Action in which such Affiliate, director or officer is named as a defendant and which seeks any such relief to comply with this Section 6.13 to the same extent as if such Person was a Party.

**Section 6.14 Notification of Certain Events.** Each of the Parties shall promptly notify the other Parties of: (a) any notice or other communication received by such Party from any Person alleging that the consent, approval, permission of or waiver from such party is or may be required in connection with the Transactions, if the subject matter of such communication or the failure of such party to obtain such consent would reasonably be expected to have a Spinco Material Adverse Effect or Voyager Material Adverse Effect, (b) any notice or other substantive communication received by such party from any Governmental Authority in connection with the transactions contemplated hereby, if the subject matter of such communication would reasonably be expected to be material to Harbor, Spinco, Voyager or the Spinco Business; (c) the occurrence, or nonoccurrence, of any event the occurrence or nonoccurrence of which could reasonably be expected to cause any representation or warranty of such Party in this Agreement to be untrue or inaccurate if the effect thereof would be that the condition to Closing set forth in Section 7.2(a)(i) or (ii), or Section 7.3(a)(i) or (ii) hereof, as applicable, would be incapable of being fulfilled as of the Closing Date; (d) the occurrence, or nonoccurrence, of any event the occurrence or nonoccurrence of which has caused or would reasonably be expected to cause a Voyager Material Adverse Effect or a Spinco Material Adverse Effect, as applicable; (e) the breach by such Party of any covenant or agreement set forth in this Agreement to be performed or complied with by it prior to the Effective Time and, as a result thereof, the condition set forth in Section 7.2(a)(iii) or Section 7.3(a)(iii) hereof, as applicable, would be incapable of being fulfilled as of the Closing Date; and (f) any Action in which such Party is named as a defendant that challenges or otherwise seeks to enjoin, restrain or prohibit the Transactions; provided, that the failure to deliver any notice pursuant to this Section 6.14 shall not be considered in determining whether the conditions set forth in Article VII have been satisfied; provided, further, that no notification given pursuant to this Section 6.14 shall be deemed to amend or supplement the Voyager Disclosure Schedules or Harbor/Spinco Disclosure Schedules or prevent or cure any misrepresentation, breach of warranty or breach of covenant by a Party hereto, including for purposes of determining whether the conditions set forth in Article VII have been satisfied.

Section 6.15 Confidentiality.

(a) The Parties acknowledge that in connection with the Transactions, the Parties have disclosed and will continue to disclose to each other Confidential Information.

(b) Subject to Section 8.2 of the Distribution Agreement, which shall govern Privileged Information, the Parties shall hold, and shall cause each of their respective Affiliates that receive Confidential Information or are controlled by the applicable Party to hold, and each of the foregoing shall cause their respective Representatives to hold, in strict confidence, and not to disclose to any other Person (including without limitation by issuing a press release or otherwise making any public statement), use, for any purpose other than as expressly permitted pursuant to this Agreement, the Distribution Agreement or the other Transaction Agreements, without the prior written consent of the other Party, any and all Confidential Information concerning the other Party or such Party's Subsidiaries; provided, that the Parties may disclose, or may permit disclosure of, Confidential Information (i) to their respective Representatives who have a need to know such information for auditing and other non-commercial purposes and are informed of their obligation to hold such information confidential to the same extent as is applicable to the Parties and in respect of whose failure to comply with such obligations, the applicable Party will be responsible, (ii) if the Parties or any of their respective Affiliates that receive Confidential Information or are controlled by the applicable Party are requested or required to disclose any such Confidential Information by oral questions, interrogatories, requests for information or other documents in legal proceedings, subpoena, civil investigative demand or any other similar process, or by other requirements of Law or stock exchange rule, (iii) as required in connection with any legal or other proceeding by one Party against any other Party or (iv) as necessary in order to permit a Party to prepare and disclose its financial statements, or other required disclosures required by Law or such applicable stock exchange. Each Party further agrees to take all reasonable best efforts (and to cause each of its Affiliates that receive Confidential Information or are controlled by the applicable Party to take all reasonable best efforts) to safeguard such Confidential Information and to protect it against disclosure, misuse, espionage, loss and theft. Notwithstanding the foregoing, in the event that any demand or request for disclosure of Confidential Information is made pursuant to clause (ii) above, each Party, as applicable, shall provide the other with prompt written notice of any such request or requirement so that the other Party has an opportunity to seek a protective order or other appropriate remedy, which such Parties will cooperate in obtaining. In the event that such appropriate protective order or other remedy is not obtained, the Party whose Confidential Information is required to be disclosed shall or shall cause the other applicable Party or Parties to furnish, or cause to be furnished, only that portion of the Confidential Information that is in the opinion of outside counsel necessary to be disclosed and shall use its reasonable best efforts to ensure confidential treatment is accorded to such disclosed information.

(c) Each Party acknowledges that it and its Affiliates may have in their possession confidential or proprietary information of third parties that was received under confidentiality or non-disclosure agreements or agreements containing confidentiality or non-disclosure provisions that the other Party or its Affiliates entered into with a third party prior to the Effective Time. Such Party will hold, and will cause its Affiliates and their respective Representatives to hold, in strict confidence the confidential and proprietary information of third parties to which they or any of its respective Affiliates has had access, in accordance with the terms of such agreements entered into prior to the Effective Time or, if more restrictive, the terms set forth herein.

(d) If the Merger is not consummated, at the request of a Party, the other Party shall, in its discretion, promptly return to such requesting Party or cause to be destroyed all Confidential Information furnished to it or to any of its Affiliates; provided that if specifically requested by such requesting Party, the other Party shall destroy any copies of such Confidential Information (including any extracts therefrom), unless, in each case, such return or destruction would violate any Law. Upon the written

request of such requesting Party, the other Party shall cause one of its duly authorized officers to certify promptly in writing to such requesting Party that all Confidential Information has been returned, destroyed or deleted as required by the preceding sentence.

(e) Harbor and Voyager acknowledge that they have previously executed the Confidentiality Agreement, which shall continue in full force and effect in accordance with its terms and that the provisions of this Section 6.15 are in furtherance of, and do not limit the obligations of, Harbor and Voyager under the Confidentiality Agreement. If the Closing occurs, this Section 6.15 shall terminate on the two year anniversary of the Closing Date. Except as otherwise specifically provided herein, the provision of Tax Returns and other Confidential Information relating to Tax matters shall be exclusively governed by the Tax Matters Agreement and, to the extent applicable, the Distribution Agreement, and not this Agreement.

**Section 6.16 Control of Other Party's Business.** Nothing contained in this Agreement shall give Harbor or Spinco, directly or indirectly, the right to control or direct Voyager's operations prior to the Effective Time. Nothing contained in this Agreement shall give Voyager, directly or indirectly, the right to control or direct Harbor's or Spinco's operations prior to the Effective Time. Prior to the Effective Time, each of Harbor, Spinco and Voyager shall exercise and be responsible for, consistent with the terms and conditions of this Agreement and applicable Law (including the HSR Act), complete control and supervision over their respective operations, including, in the case of Harbor and Spinco, complete control and supervision of all programs, employees, finances and policies of the Spinco Business.

**Section 6.17 Financing.**

(a) Harbor, Spinco and Voyager shall use their reasonable best efforts to, and to cause their respective Subsidiaries and Representatives and advisors to use, their reasonable best efforts to, arrange and to consummate the Spinco Financing on terms and conditions reasonably acceptable to Harbor, Spinco and Voyager and use their respective reasonable best efforts, as applicable, to cooperate in all aspects necessary or reasonably requested by Harbor or Voyager in connection with the arrangement and consummation of the Spinco Financing, including, without limitation, (A) participating in a reasonable number of meetings, presentations, and meetings with, and presentations to, prospective lenders and rating agencies; (B) assisting with the marketing and due diligence efforts with respect to the Spinco Financing, including the preparation of materials for rating agency presentations, bank information memoranda, lender presentations and other customary marketing materials, including execution and delivery of customary authorization letters (by each of the Persons required by the Lenders to deliver such letters); (C) furnishing financial and other information regarding Voyager, Spinco and their respective Subsidiaries, as required by the Spinco Financing (all such information in this clause (C), the "Required Information"); (D) using their reasonable best efforts to obtaining legal opinions, appraisals, surveys, title insurance and other documentation and items relating to the Spinco Financing; (E) executing and delivering any pledge and security documents, other definitive financing documents, or other certificates, mortgages, documents and instruments relating to guarantees, or documents, in each case as and when required by the Spinco Financing (including a certificate of the Chief Financial Officer (or officer of equivalent duties) of Spinco or any Subsidiary with respect to solvency matters, all back-up and supporting information, as may be reasonably required by the person signing such certificate to support the conclusions set forth therein) and otherwise facilitating the pledging of collateral and providing of guarantees contemplated by the Spinco Financing (including cooperation in connection with the pay-off of existing Indebtedness and the release of related liens); (F) using their reasonable best efforts in taking all reasonable actions necessary to (I) permit the prospective persons involved in the Spinco Financing to evaluate Voyager, Spinco and their respective Subsidiaries, including Spinco's and Voyager's current assets, cash management and accounting systems, policies and procedures relating thereto for the purposes of establishing collateral arrangements and (II) establish bank and other accounts, blocked

account agreements and lock box arrangements in connection with the foregoing as required by the terms of the Spinco Financing; provided, that no such arrangement or agreement shall become effective prior to the Closing Date; (G) using reasonable best efforts to obtain waivers, consents, estoppels and approvals from other parties to material leases, Encumbrances and Contracts to which any Subsidiary of Spinco or Voyager is a party, in each case to the extent required by the terms of the Spinco Financing; (H) furnishing all documentation and other information concerning such Person under applicable “know your customer” and anti-money laundering rules and regulations, including without limitation the Patriot Act; and (I) using reasonable best efforts to cooperate with the lenders in their efforts to benefit from the existing lending relationships of Harbor, Spinco or Voyager; provided, however, that nothing herein shall require such cooperation to the extent it would interfere unreasonably with the business or operations of Harbor, Spinco or Voyager or any of their respective Subsidiaries; provided, further, that for the avoidance of doubt, nothing set forth in this Section 6.17 shall require Harbor, Spinco or Voyager or any of their respective Subsidiaries to enter into any documentation prior to the Closing Date (other than an authorization letter pursuant to clause (B) above). Without limiting the foregoing, Harbor shall consult in good faith with Voyager and its professional advisers regarding the material aspects of the Spinco Financing, including the form and manner thereof and shall consider in good faith comments provided by Voyager and its professional advisers in obtaining the Spinco Financing. Harbor, Spinco and Voyager will update any such Required Information in order to ensure that such Required Information does not contain any untrue statement of material fact or omit to state any material fact necessary in order to make the statements contained therein not materially misleading, as and to the extent required by the terms of the Spinco Financing. Each of Spinco and Voyager hereby consents to the use of its and its Subsidiaries’ logos in connection with the Spinco Financing; provided, that such logos are used solely in a manner that is not intended to or reasonably likely to harm or disparage it or its reputation or goodwill or any of its intellectual property rights.

(b) Each Party shall use its reasonable best efforts to cause its outside auditors to participate in the preparation of any pro forma financial statements necessary or desirable for use in connection with obtaining any Indebtedness incurred under the Spinco Financing.

(c) Each of Harbor, Spinco and Voyager shall use, and shall cause their respective Subsidiaries and Representatives and advisors to use, their reasonable best efforts to cooperate with each other, and assist in marketing Spinco and the Spinco Common Stock to potential investors, Harbor stockholders and the general investment and capital market communities, including using reasonable best efforts to (i) participate in investor meetings and (ii) take the types of action and provide the types of information described in Section 6.17(a) as are appropriate in connection with such marketing and/or as may be reasonably requested by Voyager, Harbor or Spinco.

#### Section 6.18 Non-Solicitation of Employees.

(a) Harbor agrees that, for a period of eighteen (18) months from and after the Closing Date, it shall not, and it shall cause its Subsidiaries not to, without the prior written consent of Spinco, directly or indirectly through another Person, (i) approach, solicit, induce or attempt to induce any Restricted Employee of Spinco or its Subsidiaries to leave the employ of such Person or (ii) be involved in hiring, or hire, employ or enter into a consulting agreement with, any person who is or was a Restricted Employee of Spinco or its Subsidiaries, unless such person ceased to be an employee of any Spinco Entity six (6) months prior to, or his or her employment was involuntarily terminated by any Spinco Entity at any time prior to, such action by Harbor or any of its Subsidiaries.

(b) Each of Voyager and Spinco agrees that, for a period of eighteen (18) months from and after the Closing Date, it shall not, and it shall cause its respective Subsidiaries not to, without the prior written consent of Harbor, directly or indirectly through another Person, (i) approach, solicit, induce or

attempt to induce any Restricted Employee of Harbor or its Subsidiaries to leave the employ of such Person or (ii) be involved in hiring, or hire, employ or enter into a consulting agreement with, any person who is or was a Restricted Employee of Harbor or its Subsidiaries, unless such person ceased to be an employee of Harbor six (6) months prior to, or his or her employment was involuntarily terminated by Harbor at any time prior to, such action by Voyager, Spinco or any of their respective Subsidiaries.

(c) The restrictions set forth in the foregoing clauses (a)(i) and (b)(i) shall not apply to (i) general solicitations (such as advertisements or headhunter searches) for employment placed by Harbor or any of its Subsidiaries (in the case of clause (a)(i)) or Voyager, Spinco or any of their respective Subsidiaries (in the case of clause (b)(i)) and not specifically targeted at any Restricted Employees or (ii) replying to any Restricted Employee who responds to such general solicitations (so long as not directed to solicit such person) conducted on behalf of Harbor or any of its Subsidiaries (in the case of clause (a)(i)) or on behalf of Voyager, Spinco or any of their respective Subsidiaries (in the case of clause (b)(i)); it being understood that notwithstanding any such general solicitation or response thereto each of (x) Harbor and its Subsidiaries shall continue to be restricted under the foregoing clause (a)(ii), and (y) Voyager, Spinco and their respective Subsidiaries shall continue to be restricted under the foregoing clause (b)(ii), from hiring, employing or entering into a consulting arrangement with any Restricted Employee who holds the position of director or above during such eighteen (18) month period.

(d) Harbor and Spinco (as applicable) shall notify each Restricted Employee of the restrictions set forth in Section 6.18(a).

#### Section 6.19 Covenant Not to Compete.

(a) Harbor hereby acknowledges and agrees that Spinco, the Surviving Corporation and the Spinco Business would be irreparably damaged if Harbor or its Subsidiaries were to, directly or indirectly, engage in the Restricted Business and that doing so would result in a significant loss of goodwill and value by Spinco and the Spinco Business. Therefore, in further consideration of the consummation of the Transactions, the Special Dividend, the Additional Special Dividend (if applicable) and other good and valuable consideration for the Spinco Common Stock and goodwill of Spinco, Harbor covenants and agrees that, for a period of three (3) years from and after the Closing Date, neither Harbor nor any of its Subsidiaries shall, without the prior written consent of Spinco, directly or indirectly, either for itself or for any other Person, own or acquire any interest in, operate, manage, control, or engage in, any business or Person that engages in the Restricted Business.

(b) Notwithstanding paragraph (a) above, nothing set forth in this Section 6.19 shall prohibit Harbor or any of its Subsidiaries from:

(i) engaging in, owning any interest in, or controlling, managing or operating any Person engaging in, any business other than the Restricted Business;

(ii) acquiring (by asset purchase, stock purchase, merger, consolidation or otherwise), directly or indirectly, the stock, business or assets of any Person that at the time of such acquisition is engaged in, or owns any interest in or controls, manages, or operates any Person that is engaged in, the Restricted Business that would otherwise be prohibited by Section 6.19(a) (such Restricted Business being referred to herein as an "Acquired Competing Business"); provided, that Harbor or any of its Subsidiaries shall not be prohibited from acquiring such Acquired Competing Business so long as (x) the annual net revenues of the Acquired Competing Business do not exceed the lesser of (A) \$10,000,000 or (B) twenty five percent (25%) of the annual net revenues of the combined businesses being acquired (the "Non-Competing Business Threshold") or (y) if the Non-Competing Business Threshold is exceeded (A) the annual net revenues of the Acquired Competing Business do not

exceed 40% of the annual net revenues of the combined business being acquired and (B) Harbor divests or terminates (or cause its Subsidiaries, if applicable, to divest or terminate) the portion of such Acquired Competing Business that generates net revenues in excess of the Non-Competing Business Threshold within eighteen (18) months of the consummation of such acquisition;

(iii) subject to the conditions set forth in clause (ii), engaging in, owning any interest in, or controlling, managing or operating any Person engaging in, any Acquired Competing Business in a manner and on a scale consistent with the conduct of such business immediately prior to the acquisition of such business;

(iv) owning, directly or indirectly, as a passive, non-controlling investor (without any membership on the board of directors or similar governing body of such Person), up to an aggregate of (x) ten percent (10%) of the outstanding capital stock or other equity interests of any Person which is publicly-listed on a national stock exchange or (y) five percent (5%) of the outstanding capital stock or other equity interests of any other Person; or

(v) engaging in, owning any equity interest in, or participating in the management of, any Person in which Harbor or its Subsidiaries owns an equity interest as of the date hereof and which is not a consolidated entity of Harbor for purposes of its financial reporting.

Section 6.20 Post-Closing Access; Preservation of Records. From and after the Effective Time and for five (5) years after the Closing Date, (a) upon reasonable written notice, Harbor and Spinco will make or cause to be made available to the other Parties, as applicable, and their respective Representatives, during regular business hours, all information and assistance as is necessary for any reasonable business purpose relating to the Spinco Business, including, financial reporting and accounting matters and in connection with any disclosure obligation or the defense of any Action (except in the event the Parties are opposing one another in an Action, in which case normal discovery rules shall apply), and (b) except as otherwise provided in the Transition Service Agreement (or any schedule or supplement thereto) which shall control in the event of any conflict with this subsection (b), upon reasonable written notice, Harbor shall (provided that Spinco will reimburse Harbor for any reasonable out-of-pocket fees and expenses) use reasonable best efforts to, and to cause its Subsidiaries and Representatives to, provide, all required financial statement information for any period prior to the Closing Date, in form reasonably requested by Spinco in connection with any financial reporting requirements which Spinco or its Subsidiaries may become subject to pursuant to applicable securities Laws following the Effective Time. Each of Harbor, Spinco and the Surviving Corporation shall, and shall cause each of their respective Subsidiaries, successors and assigns to, retain, maintain and preserve all such books, records and other documents (including personnel files) that relate to the Spinco Business for periods prior to the Closing Date for the greater of (i) five (5) years after the Closing Date and (ii) any applicable statutory or regulatory retention period, as the same may be extended and, in each case, shall offer to transfer such records to the other Party at the end of any such period by providing the other Party with not less than twenty (20) days' written notice of its intention to destroy or dispose of such records so that such other Party may exercise its rights to obtain such records within such twenty (20) day period. Notwithstanding anything in this Agreement to the contrary, (x) other than with respect to Voyager Pre-Closing Taxes (in connection with Section 9.2), information provision and record retention relating to Tax matters shall be exclusively governed by the Tax Matters Agreement and, to the extent applicable, the Distribution Agreement and the Employee Matters Agreement (as applicable), and not this Agreement and (y) Harbor and its Subsidiaries shall not be required to provide access, retain or disclose information (including any Personal Information), where such access, retention or disclosure would conflict with any (1) Law (including Privacy and Information Security Requirements) or Order applicable to Harbor or any of its Subsidiaries or the assets, information or operation of the Harbor Business or the Spinco Business, (2) Contract to which Harbor or any of its Subsidiaries are bound or (3) Consent previously given by any natural person relating

to the collection, acquisition, storage, protection, use, disclosure, transfer or any other processing (as defined by any applicable Law) of data (including Personal Information).

Section 6.21 Payoff Letters; Transaction Expenses.

(a) At least three (3) Business Days prior to the Closing Date, (i) Harbor and Spinco shall deliver to Voyager and (ii) Voyager shall deliver to Harbor, in each case, the payoff letters and guarantee releases (collectively, the “Payoff Letters”) for all Indebtedness set forth in Section 6.21(a) of the Harbor/Spinco Disclosure Schedules and Section 6.21(a) of the Voyager Disclosure Schedules, respectively, which Payoff Letters shall be in form and substance reasonably satisfactory to the Party to which such Payoff Letters are to be delivered pursuant to this Section 6.21(a) and executed by all Persons required therefor and provide that (i) all Liabilities of the applicable Party under or with respect to such Indebtedness shall be satisfied (other than unmatured contingent indemnification obligations set forth in the written agreements governing such Indebtedness) and all amounts owing thereunder for which any member of the applicable Party is liable shall be repaid upon receipt of the amounts indicated therein, (ii) all Encumbrances and guarantee obligations in respect of such Indebtedness relating to the assets and properties of the applicable Party shall be released and terminated automatically upon, and subject only to, receipt of the payoff amounts indicated therein, (iii) the parties executing such Payoff Letters have all authorizations and power required, without approval of any other Person, to cause the Encumbrance and guarantee releases therein provided on behalf of the lenders for such Indebtedness and (iv) the applicable Party and their respective financing sources shall be entitled to rely thereon.

(b) At least three (3) Business Days prior to the Closing Date, (i) Harbor and Spinco shall use their reasonable best efforts to deliver to Voyager and (ii) Voyager shall use its reasonable best efforts to deliver to Harbor, in each case, final invoices and/or releases for all its respective Shared Expenses and, in the case of each of Spinco and Voyager its Transaction Expenses and those of their respective Affiliates that are to be paid by Voyager, Spinco or any of their respective Subsidiaries, which final invoices and/or releases shall be in form and substance reasonably satisfactory to the Party to which such invoice and/or release shall be delivered pursuant to this Section 6.21(b), and indicate that all obligations of Harbor, Spinco or any of their respective Subsidiaries or Voyager or any of its Subsidiaries, as applicable, under or with respect to such Shared Expenses and Transaction Expenses shall be satisfied (other than contingent indemnification obligations set forth in the written agreements governing such Transaction Expenses) and all amounts owing thereunder shall be paid in full upon receipt of the amounts indicated therein.

Section 6.22 Financial Statements.

(a) As soon as available but in any event within forty-five (45) days after the end of each fiscal quarter prior to the Closing, on an as-reported basis, Harbor shall deliver, or cause to be delivered, to Voyager an unaudited combined balance sheet of the Spinco Business and the related unaudited combined statement of operations, for the period from the beginning of the fiscal quarter to the end of such fiscal quarter, and all such statements shall be derived from Harbor’s financial statements and shall be prepared in accordance with GAAP (except as set forth on Section 4.6(b) of the Harbor/Spinco Disclosure Schedules and for the absence of footnotes and subject to changes resulting from year-end audit adjustments); provided, that the as-reported financial statements are prepared in accordance with GAAP for internal reporting of the Spinco Business as a division of Harbor, and do not include the type of carve-out adjustments required to prepare the Spinco Audited Financial Statements.

(b) As soon as available but in any event no later than one hundred and twenty (120) days from the date hereof (provided, that if after reasonable best efforts the Spinco Audited Financial Statements cannot be completed in such period, the foregoing period shall be extended by an additional

thirty (30) days), Harbor shall deliver, or cause to be delivered, to Voyager an audited combined balance sheet of the Spinco Business as of December 30, 2017 and the related audited statements of operations, cash flows and parent company equity for the year ended December 30, 2017, including the notes thereto, in each case, audited by BDO USA, LLP (the “Spinco Audited Financial Statements”).

(c) As soon as available but in any event within forty-five (45) days after the end of each fiscal quarter prior to the Closing, Voyager shall deliver, or cause to be delivered, to Harbor an unaudited combined balance sheet of Voyager and the related unaudited statements of operations and cash flows for the period from the beginning of the fiscal quarter to the end of such fiscal quarter, and all such statements shall be prepared in accordance with GAAP (except for the absence of footnotes and subject to changes resulting from year-end audit adjustments).

(d) As soon as available but in any event no later than one hundred and twenty (120) days from the date hereof (provided, that if after reasonable best efforts the audited combined balance sheet of Voyager as of December 31, 2017 and the related audited statements of operations, cash flows and stockholder’s equity for the year ended December 31, 2017 cannot be completed in such period, the foregoing period shall be extended by an additional thirty (30) days), Voyager shall deliver, or cause to be delivered, to Harbor an audited combined balance sheet of Voyager as of December 31, 2017 and the related audited statements of operations, cash flows and stockholder’s equity for the year ended December 31, 2017, including the notes thereto, in each case, audited by BDO USA, LLP.

Section 6.23 Required Amendments. Notwithstanding anything to the contrary set forth herein or in any other Transaction Agreement, the Parties will cooperate and negotiate in good faith with respect to any amendment to the Transaction Agreements reasonably requested by a Party in order to enable its counsel to deliver the written opinion(s) contemplated by Section 6.8(c)(iii), if required, as the case may be (any such amendment, a “Proposed Amendment”). Neither Party will withhold its consent to a Proposed Amendment that (i) does not result in any change in the Closing Per Share Merger Consideration, (ii) is not adverse to the interests of any Party or (iii) does not unreasonably impede or delay consummation of the Merger. Any Proposed Amendment that the Parties consent to will be reflected through the execution of appropriate written amendments to the applicable Transaction Agreements.

Section 6.24 Disclosure Controls; Privacy and Information Security Requirements. Prior to Closing, each of Harbor and Spinco, with respect to the Spinco Business after giving effect to the Separation, and Voyager, with respect to the business of Voyager and its Subsidiaries, shall use its reasonable best efforts to implement such programs and take such steps as are reasonably necessary to (i) (A) develop a system of internal controls over financial reporting (as defined in Rules 13a-15(f) and 15d-15(f) of the Exchange Act) intended to ensure that after the Effective Time material information required to be disclosed by Spinco in the reports it files or furnishes under the Exchange Act is recorded, processed, summarized and reported within the time periods specified in the SEC’s rules and regulations and is timely made known to the management of Spinco by others within those entities to allow timely decisions regarding required disclosure and to make the certifications required pursuant to Sections 302 and 906 of the Sarbanes-Oxley Act and (B) develop a system of internal controls, policies and procedures to be and remain in compliance with applicable Privacy and Information Security Requirements, (ii) cooperate reasonably with each other in (A) preparing for the transition and integration of the financial reporting systems of Spinco and its Subsidiaries with the financial reporting systems of Voyager and its Subsidiaries following the Effective Time and (B) to ensure that any transfer of data in connection with the Transactions is in compliance with applicable Privacy and Information Security Requirements, and (iii) otherwise enable Spinco to maintain compliance with the provisions of (A) Section 404 of the Sarbanes-Oxley Act and (B) applicable Privacy and Information Security Requirements, in each case, following the Effective Time.



Section 6.25 Severance; Transaction Bonuses. Harbor shall bear all Severance Obligations and all Transaction Bonus Obligations relating to Spinco Group Employees that become due and payable prior to, or as a direct result of, the consummation of the Transactions and the amount thereof, to the extent not paid as of the Effective Time, shall either, at Voyager's election be (A) treated as an Excluded Liability pursuant to the Distribution Agreement, or (B) paid by Harbor to Spinco by wire transfer of immediately available funds as promptly as practicable after delivery of written notice thereof. Voyager shall bear all Severance Obligations and all Transaction Bonus Obligations relating to Voyager Employees that become due and payable prior to, or as a direct result of, the consummation of the Transactions and the amount thereof, to the extent not paid as of the Effective Time, shall be treated as Indebtedness for purposes of calculating the Voyager Closing Date Net Debt.

Section 6.26 Harbor Guarantee. Harbor hereby unconditionally and irrevocably guarantees, as a principal and not as a surety, to Voyager the prompt and full payment and performance of the obligations of Spinco under this Agreement (the "Harbor Obligations" and such guarantee, the "Harbor Guarantee"). Voyager may seek remedies directly from Harbor with respect to the Harbor Obligations without first exhausting its remedies against Spinco. The liability of Harbor hereunder is, in all cases, subject to all defenses, setoffs and counterclaims available to Spinco with respect to performance or payment of the Harbor Obligations. Harbor waives presentment, demand and any other notice with respect to any of the Harbor Obligations and any defenses that Harbor may have with respect to any of the Harbor Obligations other than as set forth in the immediately preceding sentence. Notwithstanding anything to the contrary contained herein, the guarantee set forth in this Section 6.26 shall terminate and be of no further force or effect upon the earlier to occur of (i) the Closing, and (ii) termination of this Agreement pursuant to Section 8.1 and the payment of any amounts required to be paid in connection therewith.

Section 6.27 Voyager Stockholders' Representative.

(a) The Voyager Stockholders have designated Shareholder Representative Services LLC as the initial Voyager Stockholders' Representative for certain limited purposes set forth herein and Shareholder Representative Services LLC hereby agrees to act in such capacity effective as of the Effective Time. By virtue of the approval of the Merger and this Agreement by the Voyager Stockholders without any further action on the part of the Voyager Stockholders or Voyager, Shareholder Representative Services LLC is hereby appointed as the exclusive representative, agent and attorney-in-fact of the Voyager Stockholders for all purposes in connection with this Agreement and the agreements ancillary hereto. Furthermore, such Voyager Stockholder shall have the benefit of the Voyager Stockholders' Representative exercising the rights set forth herein with respect to such Voyager Stockholder.

(b) The Voyager Stockholders' Representative shall have such powers and authority as are necessary to carry out the functions assigned to it under this Agreement and the agreements ancillary hereto. Without limiting the generality of the foregoing, from and after the Effective Time, the Voyager Stockholders' Representative shall have full power, authority and discretion to act on behalf of the Voyager Stockholders in connection with the transactions contemplated by Article III of this Agreement, including executing documents, making all elections and decisions to be made by the Voyager Stockholders in connection with the transactions contemplated by Article III of this Agreement, giving and receiving notices on behalf of the Voyager Stockholders and receiving any materials and disputing the matters contained therein pursuant to Article III. A decision, action, consent, instruction or omission of the Voyager Stockholders' Representative (acting in its capacity as the Voyager Stockholders' Representative) shall constitute a decision, action, consent, instruction or omission of each Voyager Stockholder and shall be final, binding and conclusive upon each Voyager Stockholder. Harbor, Spinco and the Surviving Corporation and their respective Affiliates shall be entitled to rely upon any decision, action, consent, instruction or omission of the Voyager Stockholders' Representative relating to the

transactions contemplated in Article III as being the decision, action, consent, instruction or omission of each Voyager Stockholder. Notwithstanding anything to the contrary, each Voyager Stockholder, on behalf of itself and its Affiliates, Representatives, successors and assigns, voluntarily, irrevocably, unconditionally and completely waives and releases, acquits and forever discharges Harbor and its Subsidiaries, and each of their respective present and future Affiliates, and their respective directors, officers, shareholders, partners, members, agents and Representatives, and the predecessors, successors and assigns of each of the foregoing (each such persons collectively, the “Released Parties”) from any and all claims, demands, rights, promises, causes of actions, suits, expenses, damages, Liabilities and obligations of any nature whatsoever (whether based on any Law, known or unknown, suspected or claimed, fixed or contingent, matured or unmatured, determined or determinable, at Law or in equity in any way arising out of or based on any action or omission of the Voyager Stockholders’ Representative, the appointment of the Voyager Stockholders’ Representative, any obligations of the Voyager Stockholders’ Representative under this Agreement or any documents or instruments delivered in connection herewith, or any actions or omissions of any Released Party taken in reliance upon any decision, action, consent, instruction or omission of the Voyager Stockholders’ Representative, in each case pursuant to or in accordance with this Section 6.27.

(c) The Voyager Stockholders’ Representative shall at all times be entitled to engage such counsel, experts and other agents and consultants as it shall deem necessary in connection with exercising its powers and performing its function hereunder and (in the absence of bad faith on the part of the Voyager Stockholders’ Representative) shall be entitled to conclusively rely on the opinions and advice of such Persons. The Voyager Stockholders’ Representative will incur no liability of any kind with respect to any action or omission by the Voyager Stockholders’ Representative in connection with its services pursuant to this Agreement and any agreements ancillary hereto, except in the event of liability directly resulting from the Voyager Stockholders’ Representative’s gross negligence or willful misconduct. The Voyager Stockholders’ Representative shall not be liable for any action or omission pursuant to the advice of counsel. The Voyager Stockholders shall indemnify, defend and hold harmless the Voyager Stockholders’ Representative from and against any and all losses, liabilities, damages, claims, penalties, fines, forfeitures, actions, fees, costs and expenses (including the fees and expenses of counsel and experts and their staffs and all expense of document location, duplication and shipment) (collectively, “Representative Losses”) arising out of or in connection with the Voyager Stockholders’ Representative’s execution and performance of this Agreement and any agreements ancillary hereto, in each case as such Representative Loss is suffered or incurred; provided, that in the event that any such Representative Loss is finally adjudicated to have been directly caused by the gross negligence or willful misconduct of the Voyager Stockholders’ Representative, the Voyager Stockholders’ Representative will reimburse the Voyager Stockholders the amount of such indemnified Representative Loss to the extent attributable to such gross negligence or willful misconduct. If not paid directly to the Voyager Stockholders’ Representative by the Voyager Stockholders, any such Representative Losses may be recovered by the Voyager Stockholders’ Representative from (i) the funds in the Expense Fund and (ii) any other amounts that become payable to the Voyager Stockholders pursuant to this Agreement or the agreements ancillary hereto at such time as remaining amounts would otherwise be distributable to the Voyager Stockholders; provided, that while this section allows the Voyager Stockholders’ Representative to be paid from the aforementioned sources of funds, this does not relieve the Voyager Stockholders from their obligation to promptly pay such Representative Losses as they are suffered or incurred, nor does it prevent the Voyager Stockholders’ Representative from seeking any remedies available to it at law or otherwise. In no event will the Voyager Stockholders’ Representative be required to advance its own funds on behalf of the Voyager Stockholders or otherwise. Notwithstanding anything in this Agreement to the contrary, any restrictions or limitations on liability or indemnification obligations of the Voyager Stockholders set forth elsewhere in this Agreement are not intended to be applicable to the indemnities provided to the Voyager Stockholders’ Representative under this section. The foregoing indemnities will

survive the Closing, the resignation or removal of the Voyager Stockholders' Representative or the termination of this Agreement.

(d) The Voyager Stockholders' Representative Expense Fund Amount (also referred to herein as the "Expense Fund"), will be used for the purposes of paying directly, or reimbursing the Voyager Stockholders' Representative for, any third party expenses pursuant to this Agreement and the agreements ancillary hereto. The Voyager Stockholders will not receive any interest or earnings on the Expense Fund and irrevocably transfer and assign to the Voyager Stockholders' Representative any ownership right that they may otherwise have had in any such interest or earnings. The Voyager Stockholders' Representative will not be liable for any loss of principal of the Expense Fund other than as a result of its gross negligence or willful misconduct. The Voyager Stockholders' Representative will hold these funds separate from its corporate funds, will not use these funds for its operating expenses or any other corporate purposes and will not voluntarily make these funds available to its creditors in the event of bankruptcy. As soon as practicable following the completion of the Voyager Stockholders' Representative's responsibilities, the Voyager Stockholders' Representative shall disburse any remaining balance of the Expense Fund to the Exchange Agent for further distribution to the Voyager Stockholders. For tax purposes, the Expense Fund shall be treated as having been received and voluntarily set aside by the Voyager Stockholders at the time of Closing. The Voyager Stockholders' Representative is not acting as a withholding agent or in any similar capacity in connection with the Expense Fund and is not responsible for any tax reporting or withholding with respect thereto.

(e) The Voyager Stockholders' Representative hereby represents and warrants to each of Harbor, Spinco, Merger Sub and Voyager as follows: (i) the Voyager Stockholders' Representative has all requisite limited liability company power and authority to execute and deliver this Agreement, (ii) the execution and delivery by the Voyager Stockholders' Representative of this Agreement and the performance by the Voyager Stockholders' Representative of its obligations hereunder do not and will not conflict with, violate any provision of, any applicable Law or Contract applicable to the Voyager Stockholders' Representative, and (iii) this Agreement has been duly and validly executed and delivered by the Voyager Stockholders' Representative, constitutes a valid and binding agreement of the Voyager Stockholders' Representative and is enforceable against the Voyager Stockholders' Representative in accordance with its terms, except to the extent that its enforceability may be subject to applicable bankruptcy, insolvency, reorganization, moratorium or other similar Laws, now or hereinafter in effect, affecting the enforcement of creditors' rights generally and by general equitable principles.

(f) The Voyager Stockholders' Representative may resign at any time, to be effective upon thirty (30) days written notice, or may be removed at any time by written agreement of Voyager Stockholders holding a majority of the shares of Voyager Capital Stock issued and outstanding immediately prior to the Effective Time. A vacancy in the position of Voyager Stockholders' Representative may be filled by the written agreement of Voyager Stockholders holding a majority of the shares of Voyager Capital Stock issued and outstanding immediately prior to the Effective Time.

#### Section 6.28 Privileged Communications.

(a) Harbor, Spinco, and the Voyager Stockholders agree that, in any dispute (including litigation) between any of Harbor or Spinco, on the one hand, and the Voyager Stockholders' Representative and/or any Voyager Stockholder, on the other hand, regarding this Agreement or the transactions contemplated hereby, neither Harbor nor Spinco shall have the right to assert the attorney/client privilege or the attorney work product doctrine as to pre-Closing communications between the Voyager Stockholders' Representative, any Voyager Stockholder or Affiliate of any Voyager Stockholder, Voyager, or any officer, director or employee of Voyager on the one hand (the "Voyager Clients"), and Morgan, Lewis & Bockius LLP, on the other hand, to the extent that the privileged

communications or attorney work product relate to this Agreement or the transactions contemplated hereby. (i) To the extent the information and documents, including electronic records, that were generated and maintained by the Voyager Clients or Morgan, Lewis & Bockius LLP as a result of Morgan, Lewis & Bockius LLP's representation of or advice to the Voyager Clients that solely relate to this Agreement and the transactions contemplated hereby (the "Voyager Privileged Communications") constitute property of the Voyager Stockholders' Representative and/or the Voyager Stockholders, as applicable, only such Persons shall hold such property rights and (ii) any attorney-client privilege or attorney work product protection applicable to such Voyager Privileged Communications shall belong to and be controlled by the Voyager Stockholders' Representative and the Voyager Stockholders, as applicable, and may be asserted or waived only by the Voyager Stockholders' Representative or the Voyager Stockholders, as applicable, and not by Harbor or Spinco, and shall not pass to or be claimed or used by Harbor or Spinco; provided, however, that any attorney-client privilege and attorney work-product protection shall also belong to and be controlled by Harbor or Spinco, as applicable, to the extent any such attorney-client privilege or attorney work-product protection is required to be waived or otherwise required to be similarly released by any Governmental Authority or third party under applicable Laws or pursuant to any Order entered by or with any Governmental Authority or any arbitration panel, tribunal or arbitrator; provided, further, that Harbor or Spinco, as applicable, shall notify the Voyager Stockholders' Representative and/or the Voyager Stockholders, as applicable, of any such requirement in advance of any such waiver or release and, upon request, by the Voyager Stockholders' Representative and/or the Voyager Stockholders, as applicable, shall use its commercially reasonable efforts to cooperate with the Voyager Stockholders' Representative and/or the Voyager Stockholders, as applicable, to put in place arrangements that comply with such Laws and Orders in a manner that would not waive or release any such attorney-client privilege, attorney work-product protection or client confidence. For the avoidance of doubt, none of Spinco, Harbor or their respective Affiliates shall have the obligation to delete or remove such Voyager Privileged Communications from their servers or technology infrastructure except upon the written request of the Voyager Stockholders' Representative, and any such removal shall be at the sole cost and expense of the Voyager Stockholders or the Voyager Stockholders' Representative (on behalf of the Voyager Stockholders) and subject to compliance with applicable Laws.

(b) Harbor, Spinco, and the Voyager Stockholders agree that, in any dispute (including litigation) between any of Harbor or any its Subsidiaries or Affiliates, on the one hand, and Spinco, the Voyager Stockholders' Representative and/or any Voyager Stockholder, on the other hand, regarding this Agreement or the transactions contemplated hereby, none of Spinco, Voyager, the Voyager Stockholders' Representative and/or any Voyager Stockholder shall have the right to assert the attorney/client privilege or the attorney work product doctrine as to pre-Closing communications between the Harbor, any of its Subsidiaries or Affiliates (including Spinco or any other member of the Spinco Group) or any officer, director or employee of such Persons on the one hand (the "Harbor Clients"), and Proskauer Rose LLP or Cleary Gottlieb Steen & Hamilton LLP ("Harbor's Counsel"), on the other hand, to the extent that the privileged communications or attorney work product relate to this Agreement or the transactions contemplated hereby. (i) To the extent the information and documents, including electronic records, that were generated and maintained by the Harbor Clients or Harbor's Counsel as a result of Harbor's Counsel's representation of or advice to the Harbor Clients that solely relate to this Agreement and the transactions contemplated hereby (the "Harbor Privileged Communications") constitute property of the Harbor, only Harbor shall hold such property rights and (ii) any attorney-client privilege or attorney work product protection applicable to such Harbor Privileged Communications shall belong to and be controlled by the Harbor and may be asserted or waived only by Harbor, and not by Spinco, the Voyager Stockholders' Representative or the Voyager Stockholders, and shall not pass to or be claimed or used by such Persons; provided, however, that any attorney-client privilege and attorney work-product protection shall also belong to and be controlled by Spinco to the extent any such attorney-client privilege or attorney work-product protection is required to be waived or otherwise required to be similarly released by any Governmental Authority or third party under applicable Laws or pursuant to any Order entered by

or with any Governmental Authority or any arbitration panel, tribunal or arbitrator; provided, further, that Spinco shall notify Harbor, of any such requirement in advance of any such waiver or release and, upon request, by Harbor, shall use commercially reasonable efforts to cooperate with Harbor to put in place arrangements that comply with such Laws and Orders in a manner that would not waive or release any such attorney-client privilege, attorney work-product protection or client confidence. For the avoidance of doubt, none of Spinco, the Voyager Stockholders' Representative or the Voyager Stockholders, as applicable shall have the obligation to delete or remove such Harbor Privileged Communications from their servers or technology infrastructure except upon the written request of Harbor, and any such removal shall be at the sole cost and expense of Harbor and subject to compliance with applicable Laws.

Section 6.29 Release of Voyager Encumbrances. Voyager shall, and shall cause each of its applicable Subsidiaries to, use reasonable best efforts to cause the release of all Encumbrances set forth on Section 6.29 of the Voyager Disclosure Schedules as of the Effective Time.

Section 6.30 Restructuring Step Plan. Harbor shall consult in good faith with Voyager and its professional advisers regarding the material aspects of the Restructuring Step Plan, including the form and manner thereof. Without limiting the generality of the foregoing, Harbor shall promptly provide Voyager with each updated draft or revision of the Restructuring Step Plan that reflect material updates or material revisions (as redacted or otherwise revised by Harbor to remove any information Harbor reasonably determines may be Privileged Information), and shall consider in good faith comments provided by Voyager and its professional advisers in implementing such Restructuring Step Plan.

## Article VII

### CONDITIONS OF THE MERGER

Section 7.1 Conditions to the Obligations of Each Party. The respective obligations of each Party to consummate the Merger are subject to the satisfaction as of the Effective Time of the following conditions, any or all of which may be waived, in whole or in part, by each Party to the extent permitted by applicable Law:

- (a) The Separation shall have been consummated in accordance with, and subject to, the Distribution Agreement (including Sections 2.2, 2.3 and 2.5 thereof);
- (b) The Special Dividend and the Additional Special Dividend (if applicable) shall have been paid and the Intercompany Debt Repayment shall have been effected;
- (c) The Merger Sub Stockholder Approval shall have been obtained in accordance with applicable Law, the certificate of incorporation of Merger Sub and Section 6.9(a) hereof;
- (d) The Voyager Stockholder Approval shall have been obtained pursuant to the Voyager Stockholder Vote in accordance with applicable Law, the Voyager Certificate of Incorporation, the bylaws of Voyager and Section 6.9(b) hereof;
- (e) The Harbor Board of Directors shall have received a customary "solvency" and "surplus" opinion of a nationally recognized investment banking or appraisal firm in form and substance reasonably satisfactory to the Harbor Board of Directors and the Voyager Board of Directors (such opinions to be dated as of the date the Harbor Board of Directors declares the Distribution and the Distribution Date, the date on which the Spinco Board of Directors declares the Special Dividend and the Additional Special Dividend (if applicable), and the date on which each such dividend or distribution is paid);

(f) (i) Any applicable waiting period under the HSR Act relating to the Transactions shall have expired or been terminated;

(g) (i) The Registration Statement shall have been declared effective in accordance with the Securities Act and neither the Registration Statement nor the Prospectus shall be the subject of any stop Order or Actions initiated or threatened by the SEC seeking a stop Order, and (ii) the shares of Spinco Common Stock to be issued in the Distribution and the Merger and such other shares to be reserved for issuance in connection with the Transactions shall have been approved for listing on the Exchange, subject to official notice of issuance; and

(h) No Order issued by any Governmental Authority of competent jurisdiction or other legal impediment preventing or making illegal the consummation of the Transactions shall be in effect.

Section 7.2 Additional Conditions to the Obligations of Harbor and Spinco. The obligations of Harbor and Spinco to consummate the Merger are subject to the satisfaction as of the Effective Time of the following conditions, any or all of which may be waived, in whole or in part, by Harbor to the extent permitted by applicable Law:

(a) (i) The representations and warranties of Voyager contained in this Agreement (other than Section 5.2 (Authorization and Validity of Agreement), Section 5.4 (Capitalization), Section 5.18 (Dividends) and Section 5.19(a) (Brokers or Finders)) (disregarding all materiality or Voyager Material Adverse Effect qualifications or exceptions) shall be true and correct in all respects, in each case as of the Effective Time as if made as of the Effective Time (except to the extent such representations and warranties address matters as of a particular date, which shall be true and correct as of the specified date), except where the failure to be true and correct has not had or would not, individually or in the aggregate, reasonably be expected to have a Voyager Material Adverse Effect; (ii) the representations and warranties set forth in Section 5.2 (Authorization and Validity of Agreement), Section 5.4 (Capitalization), Section 5.18 (Dividends) and Section 5.19(a) (Brokers or Finders) hereof shall be true and correct in all respects as of the date of this Agreement and as of the Effective Time as if made as of the Effective Time (except to the extent such representations and warranties address matters as of a particular date, which shall be true and correct as of the specified date); and (iii) Voyager shall have, in all material respects, performed and complied with its covenants and agreements contained in this Agreement required to be performed or complied with at or prior to the Effective Time;

(b) Voyager shall have delivered to Harbor a certificate, dated as of the Closing Date, of an executive officer of Voyager (on Voyager's behalf and without any personal liability) certifying the satisfaction by Voyager of the conditions set forth in Section 7.2(a) hereof;

(c) Voyager shall have delivered to Harbor evidence of the Voyager Stockholder Approval pursuant to the Voyager Stockholder Vote;

(d) Since the date of this Agreement, no Voyager Material Adverse Effect shall have occurred;

(e) Harbor and Spinco shall have received the Spin-Off Tax Opinion, in form and substance reasonably satisfactory to Harbor and dated as of the Closing Date;

(f) Unless waived by Harbor pursuant to Section 6.8(c)(iii), Harbor and Spinco shall have received an opinion of Cleary Gottlieb Steen & Hamilton LLP, in form and substance reasonably satisfactory to Harbor and Spinco and dated as of the Closing Date, on the basis of facts, representations and assumptions set forth in such opinion, to the effect that the Merger will constitute a "reorganization"

for federal income tax purposes within the meaning of Section 368(a)(2)(E) of the Code (the “Harbor Tax Opinion”). In rendering such Harbor Tax Opinion, Cleary Gottlieb Steen & Hamilton LLP may require and rely upon customary representations and covenants contained in certificates of officers of Harbor, Voyager, Spinco and others;

(g) Voyager shall have entered into and delivered to Harbor and Spinco the Transaction Agreements to which it or any of its Subsidiaries is a party and such agreements shall be in full force and effect and no default thereunder; and

(h) Voyager shall have furnished to Spinco a certification in accordance with Treasury Regulations Section 1.897-2(h) and 1.1445-2(c)(3) certifying that no interest in Voyager is a “United States real property interest” in a form reasonably satisfactory to Harbor.

Section 7.3 Additional Conditions to the Obligations of Voyager. The obligations of Voyager to consummate the Merger are subject to the satisfaction as of the Effective Time of the following conditions, any or all of which may be waived, in whole or in part, by Voyager to the extent permitted by applicable Law:

(a) (i) The representations and warranties of Harbor, Spinco and Merger Sub in this Agreement (other than Section 4.2 (Authorization and Validity of Agreement), Section 4.4 (Capitalization), Section 4.18 (Status of New Spinco Common Stock), Section 4.19 (Operations of Spinco and Merger Sub) and Section 4.21(a) (Brokers or Finders)) (disregarding all materiality or Spinco Material Adverse Effect qualifications or exceptions) shall be true and correct in all respects, in each case as of the Effective Time as if made as of the Effective Time (except to the extent such representations and warranties address matters as of a particular date, which shall be true and correct as of the specified date), except where the failure to be true and correct has not had or would not, individually or in the aggregate, reasonably be expected to have a Spinco Material Adverse Effect; (ii) the representations and warranties set forth in Section 4.2 (Authorization and Validity of Agreement), Section 4.4 (Capitalization), Section 4.18 (Status of New Spinco Common Stock), Section 4.19 (Operations of Spinco and Merger Sub) and Section 4.21(a) (Brokers or Finders) hereof shall be true and correct in all respects as of the date of this Agreement and as of the Effective Time as if made as of the Effective Time (except to the extent such representations and warranties address matters as of a particular date, which shall be true and correct as of the specified date); and (iii) Harbor and Spinco shall have, in all material respects, performed and complied with their respective covenants and agreements contained in this Agreement required to be performed or complied with at or prior to the Effective Time;

(b) Harbor shall have delivered to Voyager a certificate, dated as of the Closing Date, of an executive officer of Harbor (on Harbor’s behalf and without any personal liability) certifying the satisfaction by Harbor of the conditions applicable to it set forth in Section 7.3(a) hereof;

(c) Spinco shall have delivered to Voyager a certificate, dated as of the Effective Time, of an executive officer of Spinco (on Spinco’s behalf and without any personal liability) certifying the satisfaction by Spinco and Merger Sub of the conditions applicable to them set forth in Section 7.3(a) hereof;

(d) Since the date of this Agreement, no Spinco Material Adverse Effect shall have occurred;

(e) Unless waived by Voyager pursuant to Section 6.8(c)(iii), Voyager shall have received an opinion of Morgan, Lewis & Bockius LLP, in form and substance reasonably satisfactory to Voyager and dated as of the Closing Date, on the basis of facts, representations and assumptions set forth in such opinion, to the effect that the Merger will constitute a “reorganization” for federal income tax purposes

within the meaning of Section 368(a)(2)(E) of the Code (the “Voyager Tax Opinion”). In rendering such Voyager Tax Opinion, Morgan, Lewis & Bockius LLP may require and rely upon customary representations and covenants contained in certificates of officers of Harbor, Voyager, Spinco and others; and

(f) The applicable Harbor Entities and Spinco, as applicable, shall have entered into and delivered to Voyager the applicable Transaction Agreements and such agreements shall be in full force and effect and no default thereunder.

Section 7.4 Frustration of Closing Conditions. None of the Parties may rely, either as a basis for not consummating the Merger or the other Transactions contemplated by this Agreement or terminating this Agreement and abandoning the Merger, on the failure of any condition set forth in Section 7.1, Section 7.2 or Section 7.3, as the case may be, to be satisfied if such failure was caused by such Party’s material breach of any provision of this Agreement.

## Article VIII

### TERMINATION, AMENDMENT AND WAIVER

Section 8.1 Termination or Abandonment. Notwithstanding anything contained in this Agreement to the contrary, this Agreement may be terminated and abandoned at any time prior to the Effective Time, whether before or after any approval of the matters presented in connection with the Transactions by any stockholders required to approve the Transactions:

(a) by the mutual written consent of Harbor and Voyager;

(b) by either Harbor or Voyager if the Effective Time shall not have occurred on or before the date occurring fifteen (15) months after the date of this Agreement (the “Termination Date”), unless the failure of the Effective Time to have occurred by the Termination Date shall be due to the failure of the Party seeking to terminate this Agreement pursuant to this Section 8.1(b) to perform or otherwise comply with in all material respects the covenants and agreements of such party set forth herein.

(c) by Voyager (so long as, at the time of termination, Voyager is not in breach of any covenant, representation or warranty or other agreement contained herein, which breach would cause the Closing conditions of Harbor or Spinco not to be satisfied if the Closing were to occur at the time of termination), if there has been a breach by Harbor or Spinco of any of its representations, warranties, covenants or agreements contained in this Agreement such that Section 7.3(a) hereof would be incapable of being satisfied, and such breach or condition has not been cured within thirty (30) Business Days following receipt by Harbor or Spinco, if applicable, of notice of such breach;

(d) by Harbor (so long as, at the time of termination, Harbor is not in breach of any covenant, representation or warranty or other agreement contained herein which breach would cause the Closing conditions of Voyager not to be satisfied if the Closing were to occur at the time of termination), if there has been a breach by Voyager of any of its representations, warranties, covenants or agreements contained in this Agreement such that Section 7.2(a) hereof would be incapable of being satisfied, and such breach or condition has not been cured within thirty (30) Business Days following receipt by Voyager of notice of such breach;

(e) by Harbor if the Support Agreements in respect of shares of Voyager capital stock sufficient to effect the Voyager Stockholder Approval at the Voyager Stockholders Meeting have not



been executed and delivered to Harbor within seventy-two (72) hours following the execution and delivery of this Agreement; or

(f) by either Harbor or Voyager if any Law or Order by any Governmental Authority preventing or prohibiting consummation of the Transactions shall have become final and non-appealable.

The Party desiring to terminate this Agreement pursuant to this Section 8.1 will give written notice of such termination to the other Party, specifying the provision pursuant to which such termination is effected.

Section 8.2 Effect of Termination. If this Agreement is terminated by Harbor or Voyager pursuant to Section 8.1 hereof, then this Agreement shall become void and have no effect with no Liability on the part of the Parties, except to the extent that such termination results from the fraud or intentional breach by a Party of any of its covenants or agreements set forth in this Agreement; provided, however, that the provisions of the Confidentiality Agreement, Section 6.27(c), this Section 8.2, Section 8.3 and Article X shall remain in full force and effect and shall survive any termination of this Agreement.

Section 8.3 Fees and Expenses.

(a) General Rule. Except as otherwise provided in this Section 8.3, this Agreement or any other Transaction Agreement, or unless otherwise mutually agreed to by Harbor and Voyager in writing, all fees and expenses incurred in connection with the Transactions (including all Transaction Expenses) shall be paid by the Party incurring such fees or expenses (it being agreed for clarification that any fees and expenses incurred by Spinco or any of its Subsidiaries on or prior to the Effective Time shall be deemed to have been incurred by Harbor).

(b) Shared Expenses. All Shared Expenses shall be borne (i) by Spinco if the Merger is consummated or (ii) 50% by Harbor and 50% by Voyager, other than respect to the Spinco Financing which shall be borne 60% by Harbor and 40% by Voyager, if the Merger is not consummated. At or prior to the Closing, Spinco shall reimburse Harbor for any Shared Expenses paid by such Person in order to give effect to the obligations set forth in subsection (i) of the foregoing sentence. Harbor and/or Voyager, as applicable, shall reimburse the other for Shared Expenses in order to give effect to the obligations set forth in subsection (ii) of the foregoing sentence.

## Article IX

### SURVIVAL OF REPRESENTATIONS AND WARRANTIES; PRE-CLOSING TAX INDEMNIFICATION

Section 9.1 Non-Survival of Representations and Warranties; Survival of Certain Covenants. Except as provided in Section 6.1 of the Distribution Agreement with respect to the representations set forth in Section 4.7 and Section 5.7, none of the representations, warranties, covenants or agreements in this Agreement or in the certificates delivered pursuant to Section 7.2(b), Section 7.3(b) and Section 7.3(c) of this Agreement will survive the Effective Time or termination of this Agreement; provided, however, that the covenants and agreements contained in Article II, Article III, Article VI, Article VIII and this Article IX (and any related definitions) that by their terms apply or are to be performed in whole or in part after the Effective Time (including, for the avoidance of doubt, Section 9.2) shall survive the Effective Time with respect to the portion of such covenant to be performed after the Effective Time.

#### Section 9.2 Voyager Pre-Closing Tax Indemnity.

(a) The Voyager Stockholders agree to indemnify and hold harmless Spinco and its Affiliates (each of the foregoing being referred to individually as a “Spinco Indemnified Person” and collectively as the “Spinco Indemnified Persons”) from and against any and all Taxes or Tax-related Losses incurred or sustained by any Spinco Tax Entity in respect of any Voyager Pre-Closing Taxes, up to an amount not to exceed ten million dollars (\$10,000,000) in the aggregate; provided, that Spinco’s rights under this Section 9.2 shall only apply with respect to claims made by any Spinco Indemnified Person (including with respect to Third-Party Claims resulting in such foregoing Losses) that are first made no later than the first (1<sup>st</sup>) anniversary of the Closing Date. The Escrowed Shares shall be the sole and exclusive remedy for indemnifiable matters under this Section 9.2. Notwithstanding the foregoing, the Voyager Stockholders’ tax indemnity in this Section 9.2 shall not apply with respect to a Voyager Pre-Closing Tax to the extent that the Liability for the Voyager Pre-Closing Tax (in the amount of such Tax indemnifiable under this Section 9.2) has otherwise been included in the calculation of the Voyager Working Capital Adjustment.

(b) When making indemnification payments pursuant to this Section 9.2, the Escrow Agent shall distribute an amount of Escrowed Shares to Spinco as set forth in the Escrow Agreement having a value (determined in accordance with the Escrow Agreement) equal to the amount of such Tax indemnifiable under this Section 9.2, and any such shares of Spinco Common Stock shall thereafter be canceled by Spinco and no longer be outstanding. Notwithstanding anything herein to the contrary, no distribution of Escrowed Shares shall be made to the extent the effect of such distribution would reasonably be expected to result in the Harbor Stockholders owning fifty percent (50%) or less of Spinco Common Stock (as measured for purposes of Section 355(e) of the Code) on or after the Effective Time or otherwise cause a Tax-Free Transaction Failure; provided, that in such event, Spinco’s right to indemnification hereunder will be limited to such number of Escrowed Shares as may be distributed consistent with the foregoing clause.

(c) Upon the later to occur of (i) the date occurring on the first (1<sup>st</sup>) anniversary of the Closing Date and (ii) the date on which the final outstanding claim made pursuant to Section 9.2(a) is resolved, following the release of any indemnification payments made by the Escrow Agent to Spinco pursuant to this Section 9.2, any Escrowed Shares then remaining in the Escrow Account shall be distributed to each Voyager Stockholder in such proportion as is represented by a fraction, (x) the numerator of which is the number of shares of Voyager Capital Stock held by each such Voyager Stockholder as of immediately prior to the Effective Time and (y) the denominator of which is the Voyager Fully Diluted Share Number. Notwithstanding anything herein to the contrary, no distribution

of Escrowed Shares shall be made to the extent the effect of such distribution would reasonably be expected to result in the Harbor Stockholders owning fifty percent (50%) or less of Spinco Common Stock (as measured for purposes of Section 355(e) of the Code) on or after the Effective Time or otherwise cause a Tax-Free Transaction Failure.

(d) The Parties agree that the indemnification provisions of Section 6.4 and Section 6.6 of the Distribution Agreement shall be deemed to be incorporated *mutatis mutandis* into this Agreement (treating the Voyager Stockholders as the relevant indemnifying party, and the Spinco Indemnified Persons as the relevant indemnitees thereunder), and to apply solely with respect to this Section 9.2.

(e) Notwithstanding anything to the contrary in this Agreement, this Section 9.2 shall survive until the first (1<sup>st</sup>) anniversary of the Closing Date; provided, that any claim asserted within the survival period shall have been timely made for purposes of this Section 9.2(e) and shall survive until that claim has been fully and finally resolved.

Section 9.3 Coordination with other Indemnity Provisions. Harbor's indemnity with respect to certain pre-Closing Tax matters is set forth in the Tax Matters Agreement and Harbor's indemnity with respect to the non-Tax matters specified therein in the Distribution Agreement. Indemnities with respect to Taxes other than Voyager Pre-Closing Taxes shall be governed exclusively by the Tax Matters Agreement (or, as applicable, the Employee Matters Agreement), and not this Agreement.

## Article X GENERAL PROVISIONS

Section 10.1 Notices. All notices, requests, claims, demands and other communications to be given or delivered under or by the provisions of this Agreement shall be in writing and shall be deemed given only (i) when delivered personally to the recipient, (ii) one (1) Business Day after being sent to the recipient by reputable overnight courier service (charges prepaid); provided, that confirmation of delivery is received, (iii) upon machine-generated acknowledgment of receipt after transmittal by facsimile, (iv) upon written confirmation of receipt after transmittal by electronic mail, or (v) five (5) days after being mailed to the recipient by certified or registered mail (return receipt requested and postage prepaid). Such notices, demands and other communications shall be sent to the Parties at the following addresses (or at such address for a Party as will be specified by like notice):

(a) if to Harbor, to:

Henry Schein, Inc.  
135 Duryea Road - Mail Stop E-365  
Melville, New York 11747  
Attention: General Counsel  
Facsimile No.: (631) 843-5660

with a copy to:

Cleary Gottlieb Steen & Hamilton LLP  
One Liberty Plaza  
New York, New York 10006  
Attention: Paul J. Shim  
Kimberly R. Spoerri  
Facsimile No.: (212) 225-3999

with a copy to:

Proskauer Rose LLP  
Eleven Times Square  
New York, New York 10036  
Attention: Steven L. Kirshenbaum  
Michael E. Ellis  
Facsimile No.: (212) 969-2900

(b) to Spinco, prior to the Effective Time, to:

135 Duryea Road - Mail Stop E-365  
Melville, New York 11747  
Attention: General Counsel  
Facsimile No.: (631) 843-5660

with a copy to:

Henry Schein, Inc.  
135 Duryea Road - Mail Stop E-365  
Melville, New York 11747  
Attention: General Counsel  
Facsimile No.: (631) 843-5660

with a copy to:

Cleary Gottlieb Steen & Hamilton LLP  
One Liberty Plaza  
New York, New York 10006  
Attention: Paul J. Shim  
Kimberly S. Spoerri  
Facsimile No.: (212) 225-3999

with a copy to:

Proskauer Rose LLP  
Eleven Times Square  
New York, New York 10036  
Attention: Steven L. Kirshenbaum  
Michael E. Ellis  
Facsimile No.: (212) 969-2900

(c) if to Spinco, following the Effective Time, to:

Direct Vet Marketing, Inc. (d/b/a Vets First Choice)  
7 Custom House Street, Suite 2  
Portland, ME 04101  
Attention: General Counsel  
Email: [voyagerlegal@vetsfirstchoice.com](mailto:voyagerlegal@vetsfirstchoice.com)

with a copy to:

Morgan, Lewis & Bockius LLP  
One Federal Street  
Boston, MA 02110-1726  
Attention: Mark Stein  
Facsimile No.: (617) 341-7701

(d) if to Voyager, to:

Direct Vet Marketing, Inc. (d/b/a Vets First Choice)  
7 Custom House Street, Suite 2  
Portland, ME 04101  
Attention: General Counsel  
Email: voyagerlegal@vetsfirstchoice.com

with a copy to:

Morgan, Lewis & Bockius LLP  
One Federal Street  
Boston, MA 02110-1726  
Attention: Mark Stein  
Facsimile No.: 617-341-7701

(e) if to the Voyager Stockholders' Representative, to:

Shareholder Representative Services LLC  
950 17th Street, Suite 1400  
Denver, CO 80202  
Attention: Managing Director  
Email: deals@srsacquiom.com  
Facsimile: (303) 623-0294  
Telephone: (303) 648-4085

Any Party to this Agreement or the Voyager Stockholders' Representative may notify any other Party or the Voyager Stockholders' Representative of any changes to the address or any of the other details specified in this paragraph; provided, that such notification shall only be effective on the date specified in such notice or five (5) Business Days after the notice is given, whichever is later. Rejection or other refusal to accept or the inability to deliver because of changed address of which no notice was given shall be deemed to be receipt of the notice as of the date of such rejection, refusal or inability to deliver.

Section 10.2 Counterparts; Delivery by Electronic Transmission. This Agreement may be executed in one or more counterparts each of which when executed shall be deemed to be an original but all of which taken together shall constitute one and the same agreement. Delivery of an executed counterpart of a signature page to this Agreement by facsimile or portable document format (PDF) shall be as effective as delivery of a manually executed counterpart of any such Agreement.

Section 10.3 No Third Party Beneficiaries. Nothing in this Agreement, express or implied, is intended to or shall confer upon any Person (other than Harbor, Spinco, Merger Sub, Voyager, , the Voyager Stockholders' Representative and their respective successors and permitted assigns) any legal or equitable right, benefit or remedy of any nature whatsoever under or by reason of this Agreement and no Person shall be deemed a third party beneficiary under or by reason of this Agreement, except with respect to (i) Section 6.11, which shall be for the benefit of the Persons covered by the provisions of such Section,

and each of such covered Persons will have the rights provided for therein and (ii) this [Section 10.3](#), [Section 10.6](#), [Section 10.10](#), and [Section 10.17](#), which shall be for the benefit of, among others, the Lenders and the Lender Related Parties and the Lenders, among others, will have the rights provided for therein. In addition, and without limiting the generality of the foregoing, nothing contained in any provision of this Agreement (i) shall be construed to establish, amend or modify any benefit or compensation plan, program, agreement or arrangement or (ii) create any third-party beneficiary rights or obligations in any Spinco Group Employee, Voyager Employee or former employee of the Spinco Group or Voyager, including with respect to (x) any right to employment or continued employment or to a particular term or condition of employment or (y) the ability of Harbor, Spinco, Voyager or any of their respective Affiliates to amend, modify or terminate any benefit or compensation plan, program, agreement or arrangement at any time established, sponsored or maintained by any of them.

**Section 10.4 Entire Agreement.** This Agreement, the Exhibits, the Harbor/Spinco Disclosure Schedules and the Voyager Disclosure Schedules hereto, the Confidentiality Agreement, the other Transaction Agreements and other documents referred to herein and therein shall constitute the entire agreement between the Parties with respect to the subject matter hereof and shall supersede all previous negotiations, commitments and writings with respect to such subject matter.

**Section 10.5 Assignment.** Neither this Agreement nor any of the rights, benefits or obligations hereunder may be assigned by any of the Parties (whether by operation of law or otherwise) without the prior written consent of the other Parties, and any purported assignment without such consent shall be null and void, except that Spinco may assign any or all of its rights and interests under this Agreement without the consent of the other Parties hereto (a) to any Person providing the Spinco Financing pursuant to the terms thereof for purposes of creating a security interest herein or otherwise assign as collateral in respect of such Spinco Financing or (b) to any purchaser of all or substantially all of the assets of such Person; provided, however, that, in each case, no such assignment shall release Spinco from any liability or obligation under this Agreement. Subject to the preceding sentence, this Agreement will be binding upon, inure to the benefit of and be enforceable by the Parties and their respective successors and permitted assigns.

**Section 10.6 Governing Law; WAIVER OF JURY TRIAL.**

(a) This Agreement and all issues and questions concerning the construction, validity, enforcement and interpretation of this Agreement (and all Schedules and Exhibits hereto) shall be governed by, and construed in accordance with, the Laws of the State of Delaware, without giving effect to any choice of law or conflict of law rules or provisions (whether of the State of Delaware or any other jurisdiction) that would cause the application of the Laws of any jurisdiction other than the State of Delaware. In furtherance of the foregoing, the internal Laws of the State of Delaware shall control the interpretation and construction of this Agreement (and all Schedules and Exhibits hereto), even though under that jurisdiction's choice of law or conflict of law analysis, the substantive Law of some other jurisdiction would ordinarily apply. Notwithstanding anything herein to the contrary, (A) each of the Parties (on behalf of itself, its Subsidiaries and the directors, officers, employees, consultants, financial advisors, accountants, legal counsel, investment bankers, and other agents, advisors and representatives of each of them) agrees that any claim, controversy or dispute of any kind or nature (whether based upon contract, tort or otherwise) against a Lender or Lender Related Party that is in any way related to this Agreement, the Separation, the Merger or any of the other Transactions contemplated by this Agreement, including any dispute arising out of or relating in any way to the Spinco Financing, shall be governed by, and construed in accordance with the laws of the State of New York without regard to conflict of law principles (other than Sections 5-1401 and 5-1402 of the New York General Obligations Law); provided that (1) the interpretation of the definitions of Spinco Material Adverse Effect and Voyager Material Adverse Effect and whether or not a Spinco Material Adverse Effect or a Voyager Material Adverse

Effect has occurred, (2) the determination of the accuracy of any representations made in this Agreement and whether as a result of any inaccuracy thereof Harbor or Voyager has the right to terminate its obligations under this Agreement, or to decline to consummate the Transactions pursuant to this Agreement and (3) the determination of whether the Separation, the Merger and the other Transactions contemplated by this Agreement have been consummated in accordance with the terms of this Agreement, in each case, shall be governed by, and construed and interpreted solely in accordance with the Laws of the State of Delaware, without giving effect to any choice of law or conflict of law rules or provisions (whether of the State of Delaware or any other jurisdiction) that would cause the application of the Laws of any jurisdiction other than the State of Delaware.

(b) Notwithstanding the foregoing and without limiting Section 10.6(a), the Parties hereby further agree that, no Party will bring any legal proceeding, whether in Law or in equity, whether in contract or in tort or otherwise, against the Lenders or any Lender Related Party in any way relating to this Agreement or any of the transactions contemplated by this Agreement, including any dispute arising out of or relating in any way to the Spinco Financing or the performance thereof, in any forum other than the Supreme Court of the State of New York, County of New York, or, if under applicable Law exclusive jurisdiction is vested in the Federal courts, the United States District Court for the Southern District of New York (and appellate courts thereof).

(c) AS A SPECIFICALLY BARGAINED INDUCEMENT FOR EACH OF THE PARTIES TO ENTER INTO THIS AGREEMENT (WITH EACH PARTY HAVING HAD OPPORTUNITY TO CONSULT COUNSEL), EACH OF THE PARTIES EXPRESSLY AND IRREVOCABLY WAIVES THE RIGHT TO A TRIAL BY JURY IN ANY ACTION OR PROCEEDING UNDER THIS AGREEMENT OR ANY ACTION OR PROCEEDING ARISING OUT OF THE TRANSACTIONS CONTEMPLATED HEREBY OR ANY OTHER TRANSACTION AGREEMENT OR THE SPINCO FINANCING, REGARDLESS OF WHICH PARTY INITIATES SUCH ACTION OR PROCEEDING, AND ANY ACTION OR PROCEEDING UNDER THIS AGREEMENT OR ANY ACTION OR PROCEEDING ARISING OUT OF THE TRANSACTIONS CONTEMPLATED HEREBY OR ANY OTHER TRANSACTION AGREEMENT OR THE SPINCO FINANCING SHALL BE TRIED IN A COURT OF COMPETENT JURISDICTION BY A JUDGE SITTING WITHOUT A JURY.

Section 10.7 Jurisdiction; Service of Process. ANY ACTION WITH RESPECT TO THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS ARISING HEREUNDER, OR FOR RECOGNITION AND ENFORCEMENT OF ANY JUDGMENT IN RESPECT OF THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS ARISING HEREUNDER BROUGHT BY THE OTHER PARTY OR PARTIES OR THEIR SUCCESSORS OR ASSIGNS, IN EACH CASE, SHALL BE BROUGHT AND DETERMINED EXCLUSIVELY IN THE DELAWARE COURT OF CHANCERY AND ANY STATE APPELLATE COURT THEREFROM WITHIN THE STATE OF DELAWARE (OR, IF THE DELAWARE COURT OF CHANCERY DECLINES TO ACCEPT JURISDICTION OVER A PARTICULAR MATTER, ANY STATE OR FEDERAL COURT WITHIN THE STATE OF DELAWARE). EACH OF THE PARTIES HEREBY IRREVOCABLY AGREES AND CONSENTS TO PERSONAL JURISDICTION, SERVICE OF PROCESS AND VENUE IN THE AFORESAID COURTS AND WAIVES, AND AGREES NOT TO ASSERT, BY WAY OF MOTION, AS A DEFENSE, COUNTERCLAIM OR OTHERWISE, IN ANY ACTION WITH RESPECT TO THIS AGREEMENT (I) ANY CLAIM THAT IS NOT PERSONALLY SUBJECT TO THE JURISDICTION OF THE ABOVE NAMED COURTS FOR ANY REASON OTHER THAN THE FAILURE TO SERVE IN ACCORDANCE WITH THIS SECTION 10.7, (II) ANY CLAIM THAT IT OR ITS PROPERTY IS EXEMPT OR IMMUNE FROM JURISDICTION OF ANY SUCH COURT OR FROM ANY LEGAL PROCESS COMMENCED IN SUCH COURTS (WHETHER THROUGH SERVICE OF NOTICE, ATTACHMENT PRIOR TO JUDGMENT, ATTACHMENT IN AID OF EXECUTION OF JUDGMENT, EXECUTION OF JUDGMENT OR OTHERWISE) AND (III) TO THE FULLEST

EXTENT PERMITTED BY APPLICABLE LAW, ANY CLAIM THAT (A) THE ACTION IN SUCH COURT IS BROUGHT IN AN INCONVENIENT FORUM, (B) THE VENUE OF SUCH ACTION IS IMPROPER OR (C) THIS AGREEMENT, OR THE SUBJECT MATTER HEREOF, MAY NOT BE ENFORCED IN OR BY SUCH COURTS. THE PARTIES HEREBY AGREE THAT MAILING OF PROCESS OR OTHER PAPERS IN CONNECTION WITH ANY SUCH ACTION OR PROCEEDING IN THE MANNER PROVIDED IN Section 10.1 OR IN SUCH OTHER MANNER AS MAY BE PERMITTED BY LAW, SHALL BE VALID AND SUFFICIENT SERVICE THEREOF AND HEREBY WAIVE ANY OBJECTIONS TO SERVICE ACCOMPLISHED IN THE MANNER HEREIN PROVIDED.

Section 10.8 Severability. If any provision of this Agreement or the application of any such provision to any Person or circumstance shall be declared judicially to be invalid, unenforceable or void, such decision shall not have the effect of invalidating or voiding the remainder of this Agreement, it being the intent and agreement of the Parties that this Agreement shall be deemed amended by modifying such provision to the extent necessary to render it valid, legal and enforceable to the maximum extent permitted while preserving its intent or, if such modification is not possible, by substituting therefor another provision that is valid, legal and enforceable and that achieves the original intent of the Parties.

Section 10.9 Headings. The headings and captions of the Articles and Sections used in this Agreement and the table of contents to this Agreement are for reference and convenience purposes of the Parties only, and will be given no substantive or interpretive effect whatsoever.

Section 10.10 Amendment. This Agreement may be amended by the Parties at any time before or after receipt of the Merger Sub Stockholder Approval and the Voyager Stockholder Approval; provided, however, that after such stockholder approvals there shall not be made any amendment that by Law requires further approval by the holder of Merger Sub Common Stock or the Voyager Stockholders without the further approval of such stockholders. This Agreement may not be amended except by an instrument in writing signed on behalf of each of the Parties. Notwithstanding the foregoing, this Section 10.10, Section 10.3, Section 10.6, and Section 10.17 (and any related definitions insofar as they affect such Sections) may not be amended, supplemented, waived or otherwise modified in a manner adverse to the Lenders, in each case, without the prior written consent of the Lenders.

Section 10.11 Extension; Waiver. At any time prior to the Effective Time, the Parties may (a) extend the time for the performance of any of the obligations or other acts of the other Parties, (b) waive any inaccuracies in the representations and warranties contained in this Agreement or in any document delivered pursuant to this Agreement or (c) subject to the proviso of the first sentence of Section 10.1, waive compliance with any of the agreements or conditions contained in this Agreement. Any agreement on the part of a Party to any such extension or waiver shall be valid only if set forth in an instrument in writing signed on behalf of such Party. No failure or delay by any party in exercising any right, power or privilege hereunder shall operate as a waiver thereof nor shall any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any other right, power or privilege. Except as otherwise provided herein, the rights and remedies herein provided shall be cumulative and not exclusive of any rights or remedies provided by applicable Law.

Section 10.12 Interpretation.

(a) When a reference is made in this Agreement to an Article, Section, Exhibit or Schedule, such reference shall be to an Article, Section, Exhibit or Schedule of this Agreement unless otherwise indicated. The table of contents to this Agreement, and the Article and Section headings contained in this Agreement, are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement. Whenever the words "include," "includes" or "including" are used in this Agreement,



they shall be deemed to be followed by the words “without limitation.” The words “hereof,” “herein” and “hereunder” and words of similar import when used in this Agreement shall refer to this Agreement as a whole and not to any particular provision of this Agreement. The definitions contained in this Agreement are applicable to the singular as well as the plural forms of such terms and to the masculine as well as to the feminine and neuter genders of such terms and any reference to the masculine, feminine or neuter gender shall be deemed to include any gender or all three as appropriate. Unless otherwise specified, any agreement, instrument or statute defined or referred to herein or in any agreement or instrument that is referred to herein means such agreement, instrument or statute as from time to time amended, modified or supplemented, including (in the case of agreements or instruments) by waiver or consent and (in the case of statutes) by succession of comparable successor statutes, and including all attachments thereto and instruments incorporated therein. References to a person are also to its permitted successors and assigns. Unless expressly stated to the contrary in this Agreement or in any other Transaction Agreement, all references to “the date hereof,” “the date of this Agreement,” “hereby” and “hereupon” and words of similar import shall all be references to April 20, 2018 (or the date of which the relevant Transaction Agreement is first entered into, as the case may be) regardless of any amendment or restatement hereof (or thereof). The use of the phrase “ordinary course of business” or other derivations thereof shall mean “ordinary course of business consistent with past practice.” Unless the context otherwise requires, “or,” “neither,” “nor,” “any,” “either,” and “or” shall not be exclusive. Wherever and whenever in this Agreement there is a consent right of a Party or a reference to the “satisfaction” or “sole discretion” of a Party, such Party shall be entitled to consider solely its own interests (and not the interests of any other Person) or, at its sole election, any such other interests and factors as such Party desires. The Parties have participated jointly in the negotiation and drafting of this Agreement, and in the event an ambiguity or question of intent or interpretation arises, this Agreement shall be construed as if drafted jointly by the Parties, and no presumption or burden of proof shall arise favoring or disfavoring any Party by virtue of the authorship of any provisions of this Agreement.

(b) Neither the specification of any dollar amount in any representation or warranty contained in this Agreement nor the inclusion of any specific fact or item in the Harbor/Spinco Disclosure Schedules or the Voyager Disclosure Schedules is intended or will be deemed to imply that such amount, or higher or lower amounts, or the fact or item so included or other facts or items, are or are not material. Unless this Agreement specifically provides otherwise, neither the specification of any fact, item or matter in any representation or warranty contained in this Agreement nor the inclusion of any specific fact, item or matter in the Harbor/Spinco Disclosure Schedules or the Voyager Disclosure Schedules is intended or will be deemed to imply that such fact, item or matter, or other facts, items or matters, are or are not in the ordinary course of business. The inclusion of any fact or item in the Harbor/Spinco Disclosure Schedules or the Voyager Disclosure Schedules shall not constitute, or be deemed to be, an admission by any Party to any third party of any fact, item or matter whatsoever (including any violation, noncompliance with, or Liability or obligation under, applicable Law, other requirement or breach of Contract). Certain facts, items and matters disclosed in the Harbor/Spinco Disclosure Schedules and the Voyager Disclosure Schedules have been disclosed for informational purposes only. No general disclosure in any particular Section in the Harbor/Spinco Disclosure Schedules or the Voyager Disclosure Schedules shall be limited by any more specific disclosure in either that particular Section or any other Section of the Harbor/Spinco Disclosure Schedules or the Voyager Disclosure Schedules, respectively, unless a contrary intention is expressly stated.

Section 10.13 Specific Performance. In the event of any actual or threatened default in, or breach of, any of the terms, conditions and provisions of this Agreement or any Transaction Agreement, the Party who is, or is to be, thereby aggrieved will have the right to specific performance and injunctive or other equitable relief in respect of its rights under this Agreement or such Transaction Agreement, in addition to any and all other rights and remedies at law or in equity. The Parties agree that the remedies at law for any breach or threatened breach, including monetary damages, are inadequate compensation for

any loss and that any defense in any action for specific performance that a remedy at law would be adequate is waived. Any requirements for the securing or posting of any bond with such remedy are waived by each of the Parties.

Section 10.14 Damages Waiver. No Party or the Voyager Stockholders' Representative shall be liable to another Party or any of its Affiliates (or any of their respective Related Parties) for any exemplary damages or punitive damages, or any other damages to the extent not reasonably foreseeable, arising out of or in connection with this Agreement or any Transaction Agreement (in each case, unless any such damages are payable to a third party pursuant to a Third-Party Claim (as such term is defined in the Distribution Agreement)).

Section 10.15 Reference to Time. All references in this Agreement to times of the day shall be to New York City time.

Section 10.16 No Representations or Warranties.

(a) EXCEPT FOR THE REPRESENTATIONS SET FORTH IN ARTICLE V, EACH OF HARBOR (ON BEHALF OF ITSELF AND ITS SUBSIDIARIES), SPINCO (ON BEHALF OF ITSELF AND ITS SUBSIDIARIES) AND MERGER SUB ACKNOWLEDGES THAT NONE OF VOYAGER OR ANY OF ITS SUBSIDIARIES MAKES ANY EXPRESS OR IMPLIED REPRESENTATION OR WARRANTY HEREIN AS TO ANY MATTER WHATSOEVER, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE OR TITLE. EXCEPT TO THE EXTENT OTHERWISE PROVIDED FOR HEREIN OR IN ANY OTHER TRANSACTION AGREEMENT (INCLUDING THE DISTRIBUTION AGREEMENT), EACH OF HARBOR (ON BEHALF OF ITSELF AND ITS SUBSIDIARIES), SPINCO (ON BEHALF OF ITSELF AND ITS SUBSIDIARIES) AND MERGER SUB FURTHER ACKNOWLEDGES THAT ALL OTHER REPRESENTATIONS OR WARRANTIES THAT VOYAGER OR ANY OF ITS SUBSIDIARIES GAVE OR MIGHT HAVE GIVEN, OR WHICH MIGHT BE PROVIDED OR IMPLIED BY APPLICABLE LAW OR COMMERCIAL PRACTICE, ARE HEREBY EXPRESSLY EXCLUDED, AND THAT NEITHER HARBOR NOR ANY OF ITS SUBSIDIARIES NOR SPINCO NOR ANY OF ITS SUBSIDIARIES NOR MERGER SUB HAS RELIED ON ANY SUCH REPRESENTATION OR WARRANTY. NOTHING IN THIS PARAGRAPH SHALL OPERATE TO LIMIT A CLAIM FOR FRAUD.

(b) EXCEPT FOR THE REPRESENTATIONS SET FORTH IN ARTICLE IV, EACH OF VOYAGER (ON BEHALF OF ITSELF AND ITS SUBSIDIARIES) AND SPINCO (ON BEHALF OF ITSELF AND ITS SUBSIDIARIES) ACKNOWLEDGES THAT NONE OF HARBOR OR ANY OF ITS SUBSIDIARIES MAKES ANY EXPRESS OR IMPLIED REPRESENTATION OR WARRANTY HEREIN AS TO ANY MATTER WHATSOEVER, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE OR TITLE. EXCEPT TO THE EXTENT OTHERWISE PROVIDED FOR HEREIN OR IN ANY OTHER TRANSACTION AGREEMENT (INCLUDING THE DISTRIBUTION AGREEMENT), EACH OF VOYAGER (ON BEHALF OF ITSELF AND ITS SUBSIDIARIES) AND SPINCO (ON BEHALF OF ITSELF AND ITS SUBSIDIARIES) FURTHER ACKNOWLEDGES THAT ALL OTHER REPRESENTATIONS OR WARRANTIES THAT HARBOR OR ANY OF ITS SUBSIDIARIES GAVE OR MIGHT HAVE GIVEN, OR WHICH MIGHT BE PROVIDED OR IMPLIED BY APPLICABLE LAW OR COMMERCIAL PRACTICE, ARE HEREBY EXPRESSLY EXCLUDED, AND THAT NONE OF VOYAGER OR ANY OF ITS SUBSIDIARIES OR SPINCO OR ANY OF ITS SUBSIDIARIES HAS RELIED ON ANY SUCH REPRESENTATION OR WARRANTY. NOTHING IN THIS PARAGRAPH SHALL OPERATE TO LIMIT A CLAIM FOR FRAUD.

Section 10.17 No Recourse to Lenders. Notwithstanding anything herein to the contrary, each of the Parties (on behalf of itself, its Subsidiaries and the directors, officers, employees, consultants, financial advisors, accountants, legal counsel, investment bankers, and other agents, advisors and representatives of each of them) acknowledges and agrees that it (and such other Persons) shall have no recourse against the Lenders, and the Lenders shall be subject to no liability or claims by such Party (or such other Persons) in connection with the Spinco Financing or in any way relating to this Agreement or any of the transactions contemplated hereby or thereby, whether at Law, in equity, in contract, in tort or otherwise.

**[SIGNATURE PAGE FOLLOWS]**

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

HENRY SCHEIN, INC.

By: /s/ Stanley Bergman  
Name: Stanley Bergman  
Title: Chairman of the Board and Chief Executive Officer

HS SPINCO, INC.

By: /s/ Steven Paladino  
Name: Steven Paladino  
Title: Treasurer and Chief Financial Officer

HS MERGER SUB, INC.

By: /s/ Steven Paladino  
Name: Steven Paladino  
Title: Treasurer and Chief Financial Officer

[Signature Page to Agreement and Plan of Merger]

DIRECT VET MARKETING, INC.

By: /s/ Benjamin Shaw

Name: Benjamin Shaw

Title: President

SHAREHOLDER REPRESENTATIVE SERVICES LLC, as  
Voyager Stockholders' Representative

By: /s/ Sam Riffe

Name: Sam Riffe

Title: Executive Director

[Signature Page to Agreement and Plan of Merger]

EMPLOYEE MATTERS AGREEMENT  
BY AND BETWEEN  
HENRY SCHEIN, INC.,  
HS SPINCO,  
AND  
DIRECT VET MARKETING, INC.  
DATED AS OF APRIL 20, 2018

## TABLE OF CONTENTS

	<u>Page</u>
ARTICLE I DEFINITIONS	4
Section 1.1	4
Section 1.2	8
ARTICLE II ASSIGNMENT OF EMPLOYEES	8
Section 2.1	8
Section 2.2	10
ARTICLE III BENEFIT ARRANGEMENTS AND OTHER MATTERS	11
Section 3.1	11
Section 3.2	11
Section 3.3	11
Section 3.4	11
Section 3.5	12
Section 3.6	13
Section 3.7	13
Section 3.8	13
ARTICLE IV CASH AND EQUITY INCENTIVE COMPENSATION PLANS	14
Section 4.1	14
Section 4.2	14
ARTICLE V QUALIFIED RETIREMENT PLANS	16
Section 5.1	16
ARTICLE VI WELFARE PLANS	17
Section 6.1	17
Section 6.2	17
Section 6.3	19
Section 6.4	19
Section 6.5	19
Section 6.6	19
Section 6.7	20
ARTICLE VII GENERAL PROVISIONS, SECTION 280G, AND INDEMNIFICATION	20
Section 7.1	20
Section 7.2	20
Section 7.3	20
Section 7.4	21
Section 7.5	21
Section 7.6	21
Section 7.7	21

Section 7.8	Severability	21
Section 7.9	Governing Law, Consent to Jurisdiction and Waiver of Right to Jury Trial	21
Section 7.10	Performance	21
Section 7.11	Termination	21
Section 7.12	Headings	21
Section 7.13	Assignment	21
Section 7.14	280G Waivers and Consent	22
Section 7.15	Survival and Indemnification	22



## EMPLOYEE MATTERS AGREEMENT

This EMPLOYEE MATTERS AGREEMENT, made and entered into effective as of April 20, 2018 (this "Agreement"), is by and between Henry Schein, Inc., a Delaware corporation ("Harbor"), HS Spinco, Inc., a Delaware corporation and wholly owned subsidiary of Harbor ("Spinco"), and Direct Vet Marketing, Inc. ("Voyager"). Harbor, Spinco and Voyager are also referred to in this Agreement individually as a "Party" and collectively as the "Parties." Capitalized terms used herein and not otherwise defined shall have the meanings ascribed to them in the Agreement and Plan of Merger, by and among Harbor, Spinco, HS Merger Sub, Inc., a Delaware corporation and a direct, wholly-owned subsidiary of Spinco ("Merger Sub"), Voyager, and Shareholder Representative Services LLC, of even date herewith (as such agreement may be amended from time to time, the "Merger Agreement"). Terms capitalized but not defined in this Agreement shall have the meaning set forth in the Merger Agreement.

### RECITALS

WHEREAS, Harbor has determined that it would be appropriate, desirable and in the best interests of Harbor and the stockholders of Harbor to separate the Spinco Business from Harbor;

WHEREAS, the Distribution Agreement and the Merger Agreement provide for the execution and delivery of certain other agreements, including this Agreement, in order to facilitate and provide for the separation of Spinco and its subsidiaries from Harbor;

WHEREAS, pursuant to the Merger Agreement at the Effective Time, Merger Sub will merge with and into Voyager, with Voyager surviving the Merger as a direct, wholly-owned subsidiary of Spinco; and

WHEREAS, in order to ensure an orderly transition under the Distribution Agreement and Merger Agreement, it will be necessary for the Parties to allocate between them certain assets and liabilities with respect to certain employee compensation and benefit plans and programs, and to address certain other employment matters related to the transactions contemplated by the Distribution Agreement and the Merger Agreement, and they have chosen to do so in this Agreement.

NOW, THEREFORE, in consideration of the foregoing and the covenants and agreements set forth below and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound hereby, the Parties hereby agree as follows:

ARTICLE I  
DEFINITIONS

Section 1.1 Definitions. As used in this Agreement, the following terms shall have the meanings set forth in this Section 1.1:

“Adjustment Ratio” means the quotient obtained by dividing the Spinco Stock Value by the Harbor Stock Value.

“Agreement” means this Employee Matters Agreement, together with all Schedules hereto and all amendments, modifications, and changes hereto entered into pursuant to Section 7.4.

“Benefit Plan” means each “employee benefit plan” (as defined in Section 3(3) of ERISA), and all other employee compensation, benefit, pension, profit-sharing, savings, deferred compensation, bonus, incentive compensation, commission, stock ownership, stock option, stock appreciation right, stock purchase, phantom stock, restricted stock, restricted stock unit or other equity compensation, performance, retirement, thrift, savings, employee loan, stock bonus, excess benefits, supplemental unemployment, paid time off, vacation, perquisite, tuition reimbursement, outplacement, sick leave, workers’ compensation, cafeteria, disability, death benefit, severance, retention, termination, redundancy, change in control, health and welfare (including post-retirement health and life insurance), accidental death and disability insurance, pre-tax premium conversion benefits, dependent care assistance programs, employee assistance programs, flexible spending and fringe benefit plans, policies, programs, contracts, agreements and arrangements, whether or not subject to ERISA, written or unwritten, insured or self-insured, domestic or foreign; provided, however, the term “Benefit Plan” does not include (i) any plan, program or arrangement sponsored, maintained or administered by a Governmental Authority or (ii) any multiemployer pension plan, multiemployer health and welfare plan or other plan maintained by a joint board of union and employer appointed trustees and to which employers are required to contribute for the benefit of union employees as part of a collective bargaining agreement.

“COBRA” means the Consolidated Omnibus Budget Reconciliation Act of 1985, as codified at Section 601 et seq. of ERISA and at Section 4980B of the Code, and any similar state or local Law.

“Combined Company Benefit Plan” means any Benefit Plan sponsored, maintained or contributed to by Spinco or any of its Subsidiaries or which the Board of Directors of Spinco or its designee following the Distribution affirmatively establishes or designates as a Benefit Plan in which Spinco Group Employees and/or Voyager Employees shall participate (which, for avoidance of doubt, may be a Spinco Dedicated Benefit Plan, a Voyager Benefit Plan or a newly established Benefit Plan) or in which, following the Distribution, Spinco Group Employees and/or Voyager Employees shall participate by operation of law.

“Combined Company Welfare Plan” means any Combined Company Benefit Plan that is a Welfare Plan.

“Disabled Employee” has the meaning set forth in Section 2.1(b).

“ERISA” means the Employee Retirement Income Security Act of 1974, as amended, and the regulations promulgated thereunder.

“Exchange” shall mean a stock exchange located in the United States to be mutually agreed upon by the Parties in accordance with the Merger Agreement.

“FICA” has the meaning set forth in Section 2.1(c).

“FUTA” has the meaning set forth in Section 2.1(c).

“Harbor” has the meaning set forth in the preamble to this Agreement.

“Harbor 401(k) Plan” means the Henry Schein, Inc. 401(k) Savings Plan, as amended from time to time.

“Harbor Benefit Plan” means any Benefit Plan sponsored, maintained or contributed, or required to be contributed to, by a Harbor Entity on or immediately prior to the Distribution that is not a Spinco Dedicated Benefit Plan.

“Harbor Former Employee” means an employee of any of the Harbor Entities at any time prior to the Distribution whose employment with the applicable Harbor Entity terminates before the Distribution (and who is not actively employed by any of the Spinco Entities as of the Distribution), and who has not provided services primarily to the Spinco Business while employed.

“Harbor Nonqualified Plans” means the deferred compensation plans (other than the Harbor 401(k) Plan) sponsored, maintained or contributed to by the Harbor Entities as of the Distribution, including without limitation the Harbor, Inc. Supplemental Executive Retirement Plan and the Harbor, Inc. Deferred Compensation Plan.

“Harbor Performance Restricted Stock” means a share of Harbor Common Stock granted pursuant to the 2013 Plan that, as of immediately prior to the Effective Time, is subject to forfeiture, the vesting of which is based on continued service and the satisfaction of performance goals.

“Harbor PSU Award” means an award issued under the 2013 Plan representing a general unsecured promise by Harbor to deliver to a participant shares of Harbor Common Stock, the vesting of which is based on continued service and the satisfaction of performance goals.

“Harbor Restricted Stock” means a share of Harbor Common Stock granted pursuant to the 2013 Plan that, as of immediately prior to the Effective Time, is subject to forfeiture, the vesting of which is based on continued service.

“Harbor Retained Employees” has the meaning set forth in Section 2.1(a).

“Harbor RSU Award” means an award issued under the 2013 Plan representing a general unsecured promise by Harbor to deliver to a participant shares of Harbor Common Stock, the vesting of which is based on continued service.

“Harbor Stock Value” means the average volume-weighted average price per share of Harbor Common Stock on the Nasdaq based upon all trades on Nasdaq in shares of Harbor Common Stock during the primary trading session on Nasdaq beginning at 9:30 a.m., New York City time (or such other time as is the official open of trading on the Exchange) and ending at 4:00 p.m., New York City time (or such other time as is the official close of trading on the Exchange) for the twenty (20) Trading Days prior to the Effective Time, as listed on Nasdaq.

“Harbor Transfer Employee” mean each employee of a Harbor Entity who is transferred to a Spinco Entity on or before the Distribution.

“Harbor Welfare Plan” means any Welfare Plan sponsored, maintained or contributed to by any one or more of the Harbor Entities on or immediately prior to the Distribution, that is not a Spinco Welfare Plan.

“HIPAA” means the Health Insurance Portability and Accountability Act of 1996, as amended, and the regulations promulgated thereunder.

“IRS” means the Internal Revenue Service.

“LTD” means long-term disability benefits.

“Nasdaq” means the NASDAQ Global Select Market.

“Parachute Payment Waiver” has the meaning set forth in Section 7.14(a).

“Party” or “Parties” has the meaning set forth in the preamble to this Agreement.

“Performance Calculation” means (i) if the Distribution Date occurs in 2018, the payout for the entire 2018 will be calculated based on actual performance through the end of the last calendar month immediately prior to the Distribution Date but adjusted up to the Distribution Date (with the targets being equitably prorated), (ii) if the Distribution Date occurs between January 1, 2019, and January 31, 2019, inclusive, the payout for the portion of 2019 occurring prior to the Distribution Date shall be deemed to be achieved at 95% of target, and the payout for the portion of 2019 occurring on or after the Distribution Date shall be based on actual performance compared to targets established by Spinco, and (iii) if the Distribution Date occurs on or after February 1, 2019, the payout for the portion of 2019 occurring prior to the Distribution Date shall be based on actual performance through the end of the last calendar month immediately prior to the Distribution Date but adjusted up to the Distribution Date (with the targets being equitably prorated), and the payout for the portion of 2019 shall be based on actual performance compared to targets established by Spinco.

“Spinco” has the meaning set forth in the preamble to this Agreement.

“Spinco 401(k) Plan” has the meaning set forth in Section 5.1(b).

“Spinco Dedicated Benefit Plan” means any Benefit Plan (i) sponsored, maintained or contributed to by a Harbor or any of its Subsidiaries (including Spinco or any of the Spinco Subsidiaries) or to which Harbor or any of its Subsidiaries (including Spinco) is a party and (ii) in which any Spinco Group Employee, Spinco Former Employee (or their beneficiaries) of Spinco who is a participant following the Distribution, including without limitation, any Benefit Plan sponsored, maintained, or contributed to by a Spinco Entity on or prior to the Distribution.

“Spinco Entities” means Spinco and each of the Spinco Subsidiaries, including, following the Distribution, the Surviving Corporation.

“Spinco Former Employee” means (i) an employee of any of the Spinco Entities at any time prior to the Distribution whose employment with the applicable Spinco Entity terminates before the Distribution (and who is not actively employed by any of the Harbor Entities as of the Distribution), and (ii) an employee of any of the Harbor Entities at any time prior to the Distribution whose employment with the applicable Harbor Entity terminates before the Distribution (and who is not actively employed by any of the Spinco Entities as of the Distribution) who provided services primarily to the Spinco Business while employed.

“Spinco Group Employee” means (i) any individual based in the U.S. who is an active employee of a Harbor Entity primarily working in the Spinco Business immediately prior to the transfer pursuant to Section 2.1(a) hereof, (ii) any individual based outside of the U.S. who is an active employee of a Harbor Entity who is dedicated exclusively to the Spinco Business immediately prior to the transfer pursuant to Section 2.1(a) hereof, (iii) any individual who is an active employee of a Spinco Entity immediately prior to the Distribution, and (iv) any individual who otherwise would be included in (i) (ii), or (iii) above but for the fact that he or she is absent from active employment on such date on account of vacation, ordinary sick leave reasonably expected to result in an absence of short duration, short-term disability, long-term disability, leave under the federal Family and Medical Leave Act or leave under any similar Law, or any other reason that is similar in nature and duration, including without limitation and the avoidance of doubt, each Disabled Employee; provided, however, that no individual shall be a “Spinco Group Employee” if his or her employment is not transferred from the applicable Harbor Entity to a Spinco Entity; and provided further that (x) if at least 30 days prior to the Distribution Date, either of the two employees set forth on subsection (x) of Annex A hereto notifies Harbor in writing that such employee does not wish to have his or her employment transferred to a Spinco Entity in the Distribution, and Harbor elects to retain such employee as a Harbor Retained Employee, such employee shall remain a Harbor Retained Employee and shall not be treated as a Spinco Group Employee, and (y) with the prior written consent of Voyager, one or more individuals, including any individuals set forth on subsection (y) of Annex A, who are active employees of a Harbor Entity but not primarily working in the Spinco Business immediately prior to the Distribution may also be treated as Spinco Group Employees.

“Spinco Option” means an option to purchase shares of Spinco Common Stock.

“Spinco Restricted Stock” means a share of Spinco Common Stock that is subject to forfeiture, the vesting of which is based solely on continued service.

“Spinco RSU Award” means an award representing a general unsecured promise by Spinco to deliver to a participant shares of Spinco Common Stock, the vesting of which is based solely on continued service.

“Spinco Stock Value” means the closing price of Spinco Common Stock on the Exchange immediately prior to the Effective Date (as traded on the “when-issued” market).

“Spinco Welfare Plan” means any Welfare Plan sponsored, maintained or contributed to by any one or more of the Spinco Entities as of the Distribution.

“Spinco Welfare Plan Participants” has the meaning set forth in Section 6.1.

“STD” means short-term disability benefits.

“2013 Plan” means the Henry Schein, Inc. 2013 Stock Incentive Plan, as amended from time to time.

“280G Approval” has the meaning set forth in Section 7.14(b).

“Voyager Benefit Plan” means any Benefit Plan (i) sponsored, maintained or contributed to or required to be contributed to by Voyager or any of its Subsidiaries or to which Voyager or any of its Subsidiaries is a party and (ii) in which any current or former Voyager Employee or current or former director or consultant or other service provider (or their beneficiaries) of Voyager is a participant, on or immediately prior to the Effective Time.

“Voyager Common Stock” means the common stock of Voyager, par value \$0.001 per share.

“Voyager Employee” means as of any date, any individual who is an employee of Voyager or its Subsidiaries (including employees who are not actively at work on such date by reason of illness, vacation, leave of absence, short-term disability or long-term disability).

“Voyager Option” means an option to purchase shares of Voyager Common Stock.

“Voyager Ratio” means the number of shares of Voyager Common Stock exchanged for each share of Spinco Common Stock in the Merger.

“Welfare Plan” means, where applicable, a Benefit Plan that is a “welfare plan” (as defined in Section 3(1) of ERISA) or a “cafeteria plan” under Section 125 of the Code, and any benefits offered thereunder, and any other plan offering health benefits (including medical, prescription drug, dental, vision, and mental health and substance abuse), disability benefits, or life, accidental death and disability, and business travel insurance, pre-tax premium conversion benefits, dependent care assistance programs, employee assistance programs or flexible spending accounts; provided, however, the term “Welfare Plan” does not include (x) any workers compensation or similar insurance plans, programs or policies or governmental plans or programs or (y) any plan or arrangement providing for severance pay or termination benefits.

Section 1.2 Interpretation. The provisions of Section 10.3 of the Distribution Agreement are hereby incorporated by reference.

## ARTICLE II ASSIGNMENT OF EMPLOYEES

### Section 2.1 Transfer of Employment.

(a) Spinco Group Employees and Employee-Related Liabilities. Except as otherwise set forth in this Agreement and subject to applicable Law, prior to the Distribution, each Harbor Entity and Spinco Entity shall have taken such actions, if any, as are necessary to ensure that each Spinco Group Employee, whether or not actively working at the time of the Distribution, is employed by a Spinco Entity effective not later than the Distribution, provided,

that, with respect to Spinco Group Employees located outside of the United States, subject to applicable Law, such transfer, if any, shall occur by the Distribution or as soon as commercially reasonable thereafter, and, in furtherance thereof, the parties shall cooperate reasonably and in good faith to give effect to this covenant with respect to those Spinco Group Employees who are currently employed outside of the United States by a Harbor Entity in jurisdictions in which there is no Spinco Entity. If, despite its commercially reasonable efforts, Harbor identifies, after the Distribution, an employee who was inadvertently not employed by a Spinco Entity as of the Distribution, Harbor shall promptly notify Spinco or its successor, as applicable, of such fact, and the employment of such individual shall be transferred from a Harbor Entity to a Spinco Entity as soon as commercially reasonable thereafter in accordance with applicable Law. Any individual so transferred shall, from the effective date of such transfer, be deemed a Spinco Group Employee under this Agreement. Each of the Parties agrees to execute such documentation and take such other actions, and, if necessary to comply with applicable Law, to seek to have the applicable employees and/or their representatives execute such documentation or take such other actions, if any, as may be necessary to effect the assignment and transfer of employment to a Spinco Entity as described herein; provided, that the failure of a Spinco Group Employee to execute any such documentation or take any such action shall not prevent such Spinco Group Employee from being transferred to a Spinco Entity unless otherwise required under applicable Law. Any employee who Harbor intends to retain as an employee of a Harbor Entity on or following the Distribution are collectively referred to herein as the "Harbor Retained Employees." The Harbor Entities shall assume or retain all employment-related Liabilities related to the Harbor Retained Employees and Harbor Former Employees, regardless of whether such Liability arises prior to, on, or after the Distribution. Subject to Section 3.1 hereof and except as otherwise specifically provided in this Agreement or Section 6.25 of the Merger Agreement, the Spinco Entities shall automatically assume and/or retain all Liabilities to or relating to (i) Spinco Group Employees and Spinco Former Employees (other than with respect to payments to or relating to the Spinco Group Employees payable, or that have accrued or been incurred, under any applicable Harbor Benefit Plans for the time period prior to the Distribution Date), (ii) Spinco Dedicated Benefit Plans, and (iii) Voyager Benefit Plans, in each case, unless otherwise provided in this Section 2.1(a), regardless of whether such Liability arises prior to, on or after the Distribution (including without limitation, but subject to applicable Law, with respect to the Spinco Entities' non-U.S. operations). In addition, and for the avoidance of doubt, the Spinco Entities shall assume or retain any Liabilities for severance, termination, redundancy, retention or similar types of compensation or benefits payable to any Spinco Group Employee arising out of the transfer of employment from the applicable Harbor Entity to a Spinco Entity as described in this Section 2.1(a) (it being the intention of the Harbor Entities that no such liability shall arise out of any such transfer).

(b) Disabled Spinco Group Employees. Each Spinco Group Employee who, on or prior to the Distribution, (i) participated in any Harbor Welfare Plan that provides short and/or long-term disability benefits, (ii) became disabled as defined in such plan, and (iii) who retains such status as of the Distribution (a "Disabled Employee") shall, except as otherwise required by applicable Law and notwithstanding Section 2.1(a), remain a participant in the applicable Harbor Welfare Plans to the extent provided therein in order to provide the STD or LTD benefits as described in Section 6.2(a), and shall become an employee of a Spinco Entity as of the date such Disabled Employee is able to return to active employment; provided that such return-to-work date occurs within one year following the Distribution Date, or at such later date if, but only to the extent and under the conditions, required by applicable Law. To the extent applicable, Spinco shall reimburse the applicable Harbor Entity for all costs associated with providing benefits to any Disabled Employee in accordance with Section 6.2 of this Agreement.

(c) Payroll and Related Taxes. Unless provided otherwise by applicable Law, with respect to the portion of the tax year ending on and including the Distribution Date, Harbor will (i) be responsible for all payroll obligations, tax withholding and reporting obligations and (ii) furnish a Form W-2 or similar earnings statement (as applicable) to all Spinco Group Employees. Unless provided otherwise by applicable Law, with respect to the remaining portion of such tax year and thereafter, Spinco or its successor will (i) be responsible for all payroll obligations, tax withholding, and reporting obligations for the Spinco Group Employees and (ii) furnish a Form W-2 or similar earnings statement (as applicable) to all Spinco Group Employees. With respect to each affected Spinco Group Employee, Harbor and Spinco shall, and shall cause their respective Affiliates to (to the extent permitted by applicable Law and practicable) (i) to the extent applicable, treat Spinco (or the applicable Spinco Entity and any successors thereto) as a “successor employer” and Harbor (or the applicable Harbor Entity) as a “predecessor,” within the meaning of Sections 3121(a)(1) and 3306(b)(1) of the Code, to the extent appropriate, for purposes of taxes imposed under the United States Federal Insurance Contributions Act, as amended (“FICA”), or the United States Federal Unemployment Tax Act, as amended (“FUTA”) and related state unemployment insurance laws, (ii) cooperate with each other to avoid, to the extent possible, the restart of FICA and FUTA and related state unemployment insurance laws upon or following the Distribution Date with respect to each such Spinco Group Employee for the tax year during which the Distribution Date occurs, and (iii) file tax returns, exchange wage payment information, and report wage payments made by the respective predecessor and successor employer on separate IRS Forms W-2 or similar earnings statements to each such Spinco Group Employee for the tax year in which the Distribution Date occurs, in a manner provided in Section 4.02(1) of Revenue Procedure 2004-53.

(d) At-Will Status. Notwithstanding the above or any other provision of this Agreement (and except as provided under an applicable written employment agreement or as required by Law), nothing in this Agreement shall create any obligation on the part of any Harbor Entity or any Spinco Entity to (i) continue the employment of any employee or (except as required by this Agreement or applicable Law) permit the return from a leave of absence for any period following the date of this Agreement or the Distribution or (ii) change the employment status of any employee from “at will,” to the extent such employee is an “at will” employee under applicable Law.

Section 2.2 Employee Records. Not later than seven (7) days prior to the Distribution, subject to applicable Law, Harbor shall use commercially reasonable standards to provide or cause to be provided to Spinco any and all employment records and information (including, but not limited to, any personnel files, Form I-9, Form W-2 or other IRS forms, and any non-U.S. documents) with respect to the Spinco Group Employees in the possession of Harbor and its Subsidiaries reasonably required by Spinco to enable Spinco to properly employ the Spinco Group Employees and to carry out its obligations under this Agreement and any applicable Law. Following the date on which such records and information are provided, Spinco shall permit Harbor reasonable access to such records and information, to the extent reasonably necessary for Harbor’s reasonable business needs or as required for Harbor to comply with applicable Law.



Each Party will indemnify and hold harmless the other from all Liabilities arising from the indemnifying Party's willful or grossly negligent misuse of the records and information made available to the indemnifying Party by the indemnified Party under the terms of this Agreement. All transfers of employee records pursuant to this Section 2.2 shall be conducted in all material respects in accordance with applicable Law, including, without limitation, all applicable Laws concerning data protection or data privacy, and each of the Parties agrees to execute such documentation and take such other actions, if any, as may be necessary to effect the transfer of records and information as described herein in accordance with applicable Law.

ARTICLE III  
BENEFIT ARRANGEMENTS AND OTHER MATTERS

Section 3.1 Termination of Participation in Harbor Benefit Plans. Except as otherwise specifically provided under this Agreement, effective as of the Distribution, Spinco Group Employees shall cease active participation in (including eligibility to contribute to) any Harbor Benefit Plan (unless otherwise provided under the terms of the applicable Harbor Benefit Plan, the terms of this Agreement, or applicable Law). Harbor shall retain (i) all Liabilities to or relating to Harbor Retained Employees and Harbor Former Employees under the Harbor Benefit Plans regardless of whether such Liability arises, accrues, is incurred or is reported prior to, on, or after the Distribution, and (ii) the obligation to make payments to or relating to Spinco Group Employees and Spinco Former Employees under any applicable Harbor Benefit Plans solely for the time period prior to the Distribution Date. The obligations and Liabilities so retained by Harbor under this Section 3.1 include obligations and Liabilities to or relating to Harbor Retained Employees and Harbor Former Employees under the Harbor Nonqualified Plans, and, except to the extent set forth in Article VI, the Harbor 401(k) Plan and the Harbor Welfare Plans. To the extent that Harbor retains Liabilities under this Agreement, any Assets in respect of such Liabilities shall also be retained by Harbor.

Section 3.2 Accrued Time Off. Following the Distribution, Spinco or its successor, as applicable, shall recognize the Spinco Group Employees' unused vacation, holiday, sick leave, flex days, personal days, paid-time off and other leave benefits that have been earned or awarded and are unused as of the Distribution Date in such amounts as are reflected in the applicable HRIS system as of the Distribution Date. Following the Distribution, Spinco or its successor, as applicable, shall permit such earned or awarded leave benefits to be utilized consistent with all applicable Laws, the business needs of the Spinco Entities, and any applicable policy.

Section 3.3 Leaves of Absence. Following the Distribution, the applicable Spinco Entity will continue to apply the leave policies applicable to inactive Spinco Group Employees who are on an approved leave of absence as of the Distribution Date in accordance with the terms of such policies applicable to the Spinco Group Employees as of immediately prior to the Distribution Date. For purposes of such policies, leaves of absence taken by Spinco Group Employees prior to the Distribution shall be deemed to have been taken as employees of a Spinco Entity.

Section 3.4 Continuation or Establishment of Spinco Dedicated Benefit Plans; Continuation of Voyager Benefit Plans.

(a) For Spinco Group Employees. Subject to Sections 3.4(c) and 3.5, the Spinco Dedicated Benefit Plans shall remain in effect and continue to cover eligible Spinco Group Employees (and eligible former Spinco Group Employees) in accordance with the terms of such plans (as may be modified from time to time in accordance with such terms), applicable Law, or any applicable contractual obligations. Except as otherwise as provided for in this Agreement, prior to the Distribution, Spinco may in consultation with Voyager, (i) establish Spinco Dedicated Benefit Plans for the Spinco Group Employees, to be effective no later than the Distribution, and (ii) terminate Spinco Dedicated Benefit Plans, as permitted pursuant to the applicable benefit plan. Harbor and Spinco shall reasonably cooperate to make sure that, to the extent commercially reasonable, no Harbor Transfer Employee experiences a lapse in coverage as a result of the Distribution, taking into account any special considerations that may apply in the event that the Distribution Date occurs near the end of a calendar year.

(b) For Voyager Employees. Subject to Section 3.4(c) and 3.5, the Voyager Benefit Plans shall remain in effect and continue to cover eligible Voyager Employees (and eligible former Voyager Employees) in accordance with the terms of such plans (as may be modified from time to time in accordance with such terms), applicable Law, or any applicable contractual obligations.

(c) After the Effective Time. As of the Effective Time and during subsequent periods, the Board of Directors of Spinco or its successor, as applicable, or its designee shall have full discretion to determine the scope, terms and conditions of the Spinco Dedicated Benefit Plans, the Voyager Benefit Plans and the Combined Company Benefit Plans, subject only to applicable Law and the terms of any applicable contractual obligations.

Section 3.5 Transition to Combined Company Benefit Plans; Service for Eligibility, Vesting, and Benefit Purposes. Whenever following the date of this Agreement a Spinco Group Employee or Voyager Employee commences to participate in a Combined Company Benefit Plan in which such Spinco Group Employee or Voyager Employee did not previously participate, Spinco or its successor, as applicable, shall use its commercially reasonable efforts to cause there to be no interruption of coverage with respect to the type of benefit being provided under such Combined Company Benefit Plan. In addition, except as otherwise provided in any other provision of this Agreement, and except as shall derive from application of a uniform rule applied to all similarly situated employees, from and after the Distribution, the Combined Company Benefit Plans shall, and Spinco shall use commercially reasonable efforts to cause each Spinco Entity to, recognize each Spinco Group Employee's and Voyager Employee's service prior to the Distribution Date (including (x) for the Spinco Group Employees, service with any Harbor Entity or Spinco Entity, as applicable prior to the Distribution Date, and (y) for the Voyager Employees, service with Voyager or any Subsidiary prior to the Distribution Date) for purposes of eligibility and vesting under any Combined Company Benefit Plan and for determination of level of benefits under any Combined Company Benefit Plan that is a vacation, paid leave, paid-time off or similar plan or severance or other termination benefit plan, to the same extent such service was recognized as of the Distribution Date. Notwithstanding the foregoing, nothing herein shall require a Spinco Entity or any Combined Company Benefit Plan to credit service prior to the Distribution Date for purposes of any equity award or other equity-based benefit or equity-based compensation, or retention benefit, that may be established by a Spinco Entity at any time prior to, on or after the Distribution Date, except as otherwise may be required by applicable Law.

Section 3.6 No Duplication or Acceleration of Benefits. Notwithstanding anything to the contrary in this Agreement, the Distribution Agreement or any other Transaction Agreement, no participant in the Harbor Benefit Plans, Spinco Dedicated Benefit Plans, Voyager Benefit Plans, or Combined Company Benefit Plans shall receive benefits to the extent that receipt of such benefits would result in duplication of benefits provided by another Harbor Benefit Plan, Spinco Dedicated Benefit Plan, Voyager Benefit Plan, or Combined Company Benefit Plan. Furthermore, unless expressly provided for in this Agreement, the Distribution Agreement or in any other Transaction Agreement or required by applicable Law, no provision in this Agreement shall be construed to create any right to accelerated vesting or entitlements under any Benefit Plan on the part of any Harbor Retained Employee, Harbor Former Employee, Spinco Former Employee, Spinco Group Employee or Voyager Employee.

Section 3.7 Employment Conditions. Spinco hereby covenants that for the period commencing on the Effective Date and ending on the date nine months immediately following the Effective Date (or, if earlier, the date of termination of the applicable Spinco Group Employee), (i) each Spinco Group Employee shall receive an annual base rate of salary or wages and annual target cash incentive opportunities that in each case are no less favorable to such Spinco Group Employee than those in effect on the date of this Agreement, (ii) Spinco Group Employees, in the aggregate, shall receive qualified defined contribution plan or similar benefits, health and welfare plan benefits, severance benefits, and target equity opportunities, that are substantially comparable in the aggregate to those qualified defined contribution plan or similar benefits, health and welfare plan benefits, severance benefits, and target equity opportunities, provided by the Harbor Entities, Spinco Entities or their Affiliates, as applicable, to Spinco Group Employees in effect on the date of this Agreement; provided that Spinco Group Employees located outside of the U.S. shall, to the extent required by applicable Law, also receive substantially comparable defined benefit pension benefits. Notwithstanding the foregoing, the Parties understand and agree that, any time prior to the Effective Time, at the request of a Spinco Entity, or at the request of Voyager, the Parties shall take any actions reasonably necessary to amend, adopt or terminate any Spinco 401(k) Plan or Voyager Benefit Plan that is a 401(k) plan, and any other Spinco Dedicated Benefit Plans and Voyager Plans, in each case, effective as of immediately prior to the Effective Time, contingent upon consummation of the Closing; provided that any such amendment, adoption, or termination shall not affect or in any way interfere with Spinco's covenants under this Section 3.7, and shall not create any additional Liability for any Harbor Entity or Spinco Entity. It is the Parties' intent that actions pursuant to this Section 3.7 will not trigger severance, redundancy, or similar obligations or Liabilities with respect to any Spinco Group Employees. Spinco also hereby covenants that for the period commencing on the Effective Date and ending on the date nine months immediately following the Effective Date, each Harbor Transfer Employee shall be entitled to receive severance and other termination benefits that are no less favorable to such Harbor Transfer Employee than those in effect on the date of this Agreement.

Section 3.8 Business Associate Agreement. The Parties acknowledge that the Harbor Entities or the Spinco Entities may provide administrative services for certain of the other Party's benefit programs for a transitional period under the terms of the Transition Services Agreement.

The Parties agree to enter into a business associate agreement (if required by HIPAA or other applicable health information privacy Laws) in a customary form to be mutually agreed in connection with the provision of such services.

ARTICLE IV  
CASH AND EQUITY INCENTIVE COMPENSATION PLANS

Section 4.1 Cash Incentives. With respect to the fiscal year in which the Distribution occurs, (x) the applicable Spinco Entity shall maintain a bonus plan for the benefit of Spinco Group Employees with substantially the same terms and conditions (including performance goals and bonus targets, as equitably adjusted by Spinco following the Distribution to the extent necessary or appropriate to provide a substantially similar incentive opportunity) as the annual bonus plan applicable to such Spinco Group Employees immediately prior to the Distribution, (y) as soon as reasonably practicable following the end of such fiscal year, the applicable Spinco Entity will pay bonuses payable to each Spinco Group Employee based on the Performance Calculation, and (z) to the extent that such annual bonuses are not reflect in the Spinco Working Capital Adjustment (as the term is defined in the Distribution Agreement), Harbor shall reimburse Spinco for the prorated portion of the total of such bonus payments based on the applicable Spinco Group Employees' service from the start of such fiscal year until immediately prior to the Distribution Date promptly but in no event later than thirty (30) days after the presentation of a statement setting forth the amount of reimbursement to which Spinco is entitled; provided, however, that, for the avoidance of doubt, no such reimbursement shall be payable with respect to any discretionary bonus payments made by any Spinco Entity to any Spinco Group Employee. Except as provided in the immediately preceding sentence, from and after the Distribution, Spinco shall be solely responsible for funding, paying, and discharging all obligations and Liabilities relating to the cash incentive awards that any Spinco Group Employee is eligible to receive under any commission plan in which the Spinco Group Employees participate, whether such obligation or Liability arises, accrues, is incurred or is reported prior to, on, or after the Distribution, and no Harbor Entity shall have any obligations or Liabilities with respect thereto.

Section 4.2 Equity Awards.

(a) Harbor PSU Awards or Harbor Performance Restricted Stock. Each outstanding Harbor PSU Award or share of Harbor Performance Restricted Stock that is held by a Spinco Group Employee as of the Effective Time shall, subject to any requirements and restrictions under applicable Law, be converted into a Spinco RSU Award or share of Spinco Restricted Stock, as applicable, and shall otherwise be subject to the same terms and conditions and contain the same features (including, without limitation, the "rule of 70" feature, to the extent applicable) after the Effective Time as the terms and conditions applicable to, and the features contained in, such Harbor PSU Award or Harbor Performance Restricted Stock immediately prior to the Effective Time; provided, however, that (x) from and after the Effective Time, the number of shares of Spinco Common Stock covered by such Spinco RSU Award or share of Spinco Restricted Stock, rounded to the nearest whole share, shall be equal to the quotient obtained by dividing (i) 100 % of the target number of shares of Harbor Common Stock covered by such Harbor PSU Award or Harbor Performance Restricted Stock immediately prior to the Effective Time by (ii) the Adjustment Ratio, (y) immediately prior to the Effective Time,

the Harbor PSU Awards and shares of Harbor Performance Restricted Stock held by Spinco Group Employees shall partially performance-vest to the extent described in the immediately following sentence, and (z) subject to the immediately following sentence, the performance goals for vesting of the unvested portion of such Spinco RSU Award or share of Spinco Restricted Stock shall be adjusted to reflect the new Spinco business in a manner intended to be reasonably equitable, as determined by Spinco after good faith consultation with Harbor. With respect to the Harbor PSU Awards and shares of Harbor Performance Restricted Stock held by Spinco Group Employees immediately prior to the Effective Time: (i) if the Distribution Date occurs in 2018, performance-vesting through the end of the 2018 performance year will be calculated based on actual performance from the start of the performance cycle for such award through the end of the last calendar month immediately prior to the Distribution Date but adjusted up to the Distribution Date, and (ii) if the Distribution Date occurs on or after January 1, 2019, performance-vesting through the end of the last calendar month immediately prior to the Distribution Date will be calculated based on actual performance from the start of the performance cycle for such award through the end of the last calendar month immediately prior to the Distribution Date but adjusted up to the Distribution Date. Nothing herein is intended to change the time-based vesting schedule that applies to the awards or the timing of payment of the award in accordance with the terms and conditions of the existing award agreements.

(b) Harbor RSU or Restricted Stock. Each outstanding Harbor RSU Award or share of Harbor Restricted Stock that is held by a Spinco Group Employee as of the Effective Time shall, subject to any requirements and restrictions under applicable Law, be converted into a Spinco RSU Award or share of Spinco Restricted Stock, as applicable, and shall otherwise be subject to the same terms and conditions and contain the same features (including, without limitation, the “rule of 70” feature, to the extent applicable) after the Effective Time as the terms and conditions applicable to, and the features contained in, such Harbor RSU Award or Harbor Restricted Stock immediately prior to the Effective Time. The number of shares of Spinco Common Stock covered by such Spinco RSU Award or share of Spinco Restricted Stock, rounded to the nearest whole share, shall be equal to the quotient obtained by dividing (i) the number of shares of Harbor Common Stock covered by such Harbor RSU Award or Harbor Restricted Stock immediately prior to the Effective Time by (ii) the Adjustment Ratio.

(c) Voyager Options. Each Voyager Option held by a Voyager Employee that by its terms (in the normal course without regard to acceleration) is scheduled to vest after the Effective Time shall, subject to any requirements and restrictions under applicable Law, be converted into a Spinco Option and shall otherwise be subject to the same terms and conditions and contain the same features after the Effective Time as the terms and conditions applicable to, and the features contained in, such Voyager Option immediately prior to the Effective Time; provided, however, that from and after the Effective Time:

(i) the number of shares of Spinco Common Stock subject to such Voyager Option, rounded down to the nearest whole share, shall be equal to the quotient obtained by dividing (A) the number of shares of Voyager Common Stock subject to such Voyager Option immediately prior to the Effective Time by (B) the Voyager Ratio; and

(ii) the per share exercise price of such Spinco Option, rounded up to the nearest whole cent, shall be equal to the product obtained by multiplying (A) the per share exercise price of such Voyager Option immediately prior to the Effective Time by (B) the Voyager Ratio.

(d) Miscellaneous. Harbor, Spinco, and Voyager shall take any and all actions reasonably necessary to effectuate the transactions contemplated by this Section 4.2. Without limiting the generality of the foregoing, as soon as practicable after the Effective Time, Spinco or its successor, as applicable, shall prepare and file with the SEC a registration statement registering a number of shares of Spinco Common Stock necessary to fulfill Spinco's obligations under this Section 4.2. Following the conversions contemplated by this Section 4.2, no Harbor Entity shall have any obligation or Liability with respect to any Harbor PSU Award, Harbor RSU Award, share of Harbor Restricted Stock or share of Harbor Performance Restricted Stock to or with respect any Spinco Group Employee or Spinco Former Employee.

## ARTICLE V QUALIFIED RETIREMENT PLANS

### Section 5.1 Defined Contribution Plans.

(a) Vesting under Harbor 401(k) Plan. As of the Distribution, the Harbor Entities agrees to take all necessary action to fully vest each Spinco Group Employee who is a participant in any Harbor 401(k) Plan.

(b) Amendment of the Spinco 401(k) Plans. Effective as of the Distribution Date, Spinco shall, or shall have caused one or more of its Subsidiaries to, continue to maintain, establish or adopt one or more defined contribution savings plans and related trusts intended to satisfy the requirements of Sections 401(a) and 401(k) of the Code (each such defined contribution savings plan, a "Spinco 401(k) Plan").

(c) Spinco Group Employee Accounts Rollover from Harbor 401(k) Plan. As soon as commercially possible following the Distribution Date, Harbor shall use commercially reasonable efforts to cause that, effective as of the Distribution Date, the Spinco Group Employees who, prior to the Distribution, participated in the Harbor 401(k) Plan that is not a Spinco Dedicated Benefit Plan, shall be entitled to distribution from such Harbor 401(k) Plan, and Spinco shall use its commercially reasonable efforts to cause one or more Spinco 401(k) Plans to accept a "direct rollover" (as described in Section 401(a)(31) of the Code) to the applicable Spinco 401(k) Plan. If such a Spinco Group Employee elects a "direct rollover" (as described in Section 401(a)(31) of the Code) of the account balances (including direct rollovers of outstanding loans and any promissory notes or other documents evidencing such loans, but solely to the extent permitted under the terms and conditions of the applicable Spinco 401(k) Plan) each of the applicable Harbor Entities and the applicable Spinco Entities shall use commercially reasonable efforts to cause the administrators of their respective 401(k) plans to accomplish such rollover. During the period following the Distribution Date and preceding any rollover pursuant to this Section 5.1(c), the applicable Harbor Entities shall use commercially reasonable efforts to take such action as is necessary to prevent a default by any such Spinco Group Employee with an outstanding loan under the Harbor 401(k) Plan unless and until such

Spinco Group Employee fails to make a timely payment on such loan. With respect to the fiscal year in which the Effective Date occurs, Spinco shall make to the Spinco 401(k) Plan all employer contributions (including employer matching contributions) that would have been made by Harbor on behalf of the Spinco Group Employees that participated in the Harbor 401(k) Plan as if the transactions contemplated by this Agreement had not occurred, regardless of any service or end of year employment requirements and assuming the Spinco Group Employees would have continued to contribute 401(k) contributions at the level immediately in effect prior to the Distribution Date.

ARTICLE VI  
WELFARE PLANS

Section 6.1 Spinco Welfare Plans. In accordance with Section 3.4, on or prior to the Distribution, Spinco shall, or shall cause another Spinco Entity (in consultation with Voyager) to, continue to maintain, or establish and adopt Spinco Welfare Plans which will provide welfare benefits to each Spinco Group Employee who is a participant in any of the Harbor Welfare Plans or Spinco Welfare Plans (and their eligible spouses, domestic partners and dependents, as the case may be) (collectively, the "Spinco Welfare Plan Participants"). Coverage and benefits under any Spinco Welfare Plans shall, following the Effective Time, be provided to the Spinco Welfare Plan Participants on an uninterrupted basis, to the extent commercially reasonable, under the same Spinco Welfare Plan or under any analogous or newly established Spinco Welfare Plans.

Section 6.2 Transitional Matters Under Spinco Welfare Plans.

(a) Treatment of Claims Incurred.

(i) Liability for Claims. With respect to unpaid covered claims incurred on or prior to the Distribution by any Spinco Welfare Plan Participant under any Harbor Welfare Plans, including claims that are self-insured and claims that are fully insured through third-party insurance, Harbor shall retain and be responsible for the payment for such claims or shall cause such Harbor Welfare Plans to fully perform, pay and discharge all such claims, as the case may be, and except as provided in Section 6.2(a)(iv), no Spinco Entity shall be responsible for any Liability with respect to any such claims. Claims incurred by Spinco Welfare Plan Participants (i) in the ordinary course of business under any Spinco Welfare Plan prior to the Distribution, and (ii) after the Distribution, shall be the sole responsibility of the Spinco Welfare Plan and the Spinco Entities. In the event that a claim incurred by a Spinco Welfare Plan Participant after the Distribution is paid by Harbor or an Harbor Welfare Plan, Spinco shall reimburse Harbor for such payment, solely to the extent such claim is a covered claim under a Spinco Welfare Plan by its express terms but is not paid by Spinco or its insurance carriers, in full within thirty (30) days after the delivery by Harbor to Spinco of an invoice therefor together with such supporting documentation as Spinco may reasonably request.

(ii) Claims Incurred. For purposes of this Section 6.2(a), a claim or expense is deemed to be incurred (A) with respect to medical (including continuous hospitalization), dental, vision and/or prescription drug benefits, upon the rendering of health services giving rise to such claim or expense; (B) with respect to life insurance,

accidental death and dismemberment and business travel accident insurance, upon the occurrence of the event giving rise to such claim or expense; and (C) with respect to short- and long-term disability benefits, upon the date of an individual's disability, as determined by the disability benefit insurance carrier or claim administrator, giving rise to such claim or expense. For avoidance of doubt, unless required otherwise by applicable Law, a claim incurred by a Person who is actively at work shall for purposes of this Section 6.2 be deemed unrelated to any prior claim notwithstanding that the claim may be the same as, or substantially similar to, a prior claim made by such Person.

(iii) Long Term Disability Benefits. The applicable Harbor Welfare Plan providing LTD to Disabled Employees on or immediately prior to the Distribution, if any, shall continue to provide such benefits to such employees after the Distribution to the extent required by applicable Law as permitted under the terms and conditions of such Harbor Welfare Plan. After the Distribution, the Spinco Entities shall be solely responsible for providing LTD to eligible employees under Spinco Welfare Plans who become disabled after the Distribution.

(iv) Disability Benefits. With respect to Disabled Employees who are receiving STD on or immediately prior to the Distribution under applicable Harbor Welfare Plans, the applicable Harbor Welfare Plan shall continue to provide such STD, but Spinco will be responsible for paying for such benefits for the period after the Distribution until such time as those STD benefits terminate in accordance with the terms of such Harbor Welfare Plan. In the event any such Disabled Employee or Spinco Group Employee, after the Distribution becomes eligible to transition directly from receiving STD to receiving LTD, Harbor, the applicable Harbor Entity, or the applicable Harbor Welfare Plan will provide the LTD to which such Disabled Employee is entitled (taking into account, if applicable, the extent to which such Disabled Employee has elected such coverage and has made the required contributions therefor). After the Distribution, the Spinco Entities shall be solely responsible for providing STD and LTD to eligible employees under Spinco Welfare Plans who become disabled after the Distribution.

(b) COBRA. The Harbor Entities and the applicable Harbor Welfare Plans shall be solely responsible for providing continued health coverage required by COBRA to employees (and their qualifying beneficiaries) who experience a COBRA qualifying event (as defined in Section 4980B of the Code) under such Harbor Welfare Plans on or prior to the Distribution, and shall be solely responsible for all claims, obligations and Liabilities incurred under the applicable Harbor Welfare Plan as a result of such COBRA coverage. Spinco or its successor, as applicable, and the applicable Spinco Welfare Plans shall be solely responsible for providing continued health coverage to the extent required by COBRA to (i) Spinco Group Employees and Spinco Former Employees who were employed by a Spinco Entity but were not covered by a Harbor Welfare Plan prior to the Distribution, and (ii) all Spinco Group Employees who experience a COBRA qualifying event after the Distribution, and shall be solely responsible for all claims, obligations and Liabilities incurred under the applicable Spinco Welfare Plan as a result of such COBRA coverage.



**Section 6.3 Waiver of Conditions or Restrictions.** Without limiting the generality of Section 3.5, with respect to Spinco Group Employees who participated in Harbor Welfare Plans prior to the Distribution, the Spinco Welfare Plans will use commercially reasonable efforts to have waived all eligibility periods, limitations as to preexisting conditions, exclusions, service conditions, waiting periods or evidence of insurability requirements that would otherwise be applicable to the Spinco Welfare Plan Participant following the Distribution Date to the extent that such employee had previously satisfied any such limitation or requirement under the corresponding Harbor Welfare Plan as of the Distribution Date. In addition, following the Distribution Date, (a) the Combined Company Welfare Plans will use commercially reasonable efforts to have waived all eligibility periods, limitations as to preexisting conditions, exclusions, service conditions, waiting periods or evidence of insurability requirements that would otherwise be applicable to any Spinco Group Employee or Voyager Employee to the extent that such employee had previously satisfied any such limitation or requirement under the corresponding Harbor Benefit Plan, Spinco Welfare Plan or Voyager Benefit Plan as the date of commencement of participation in such Combined Company Welfare Plan and (b) Spinco shall use commercially reasonable efforts to cause the Combined Company Welfare Plans to credit Spinco Group Employees and Voyager Employees (and their respective eligible dependents) for any deductibles, co-payments or other co-insurance and out-of-pocket expenses paid in the plan year under the Harbor Benefit Plan, Spinco Welfare Plan or Voyager Benefit Plan prior to the transition of coverage for purposes of satisfying applicable deductible, co-insurance and maximum out-of-pocket expenses under any corresponding applicable Combined Company Welfare Plan with respect to the plan year in which the transition occurs.

**Section 6.4 Insurance Contracts.** To the extent any Harbor Welfare Plan or Spinco Welfare Plan is funded through the purchase of an insurance contract or is subject to any stop loss contract, Harbor and Spinco will cooperate and each will use its reasonable best efforts to maintain any pricing discounts or other preferential terms for both Harbor and Spinco for a reasonable term. Neither Party shall be liable for failure to obtain such insurance contracts, pricing discounts, or other preferential terms for the other Party. Each Party shall be responsible for any new or additional premiums, charges, or administrative fees that such Party may incur with respect to its insurance coverage pursuant to this Section 6.4.

**Section 6.5 Third-Party Vendors.** Except as provided below, to the extent any Harbor Welfare Plan or Spinco Welfare Plan is administered by a third-party vendor, Harbor and Spinco will cooperate and each will use its reasonable best efforts to replicate any contract with such third-party vendor for Spinco, to the extent necessary, and to maintain any pricing discounts or other preferential terms for both Harbor and Spinco for a reasonable term. Neither Party shall be liable for failure to obtain such pricing discounts or other preferential terms for the other Party. Each Party shall be responsible for any new or additional premiums, charges, or administrative fees that such Party may incur with respect to its contracts pursuant to this Section 6.5.

**Section 6.6 Workers' Compensation.** With respect to claims for workers compensation, (a) the Harbor Entities shall be responsible for claims for workers compensation incurred in respect of Harbor Former Employees and Harbor Retained Employees, whether incurred prior to, at or following the Distribution, and (b) the Spinco Entities shall be responsible for all claims for workers compensation in respect of Spinco Former Employees and Spinco Group Employees whether incurred prior to, at or following the Distribution. For purposes of this Section 6.6, claims shall be deemed to be incurred upon the occurrence of the injury giving rise to such claim.

Section 6.7 Flexible Spending Accounts. The applicable Spinco Entity shall use commercially reasonable efforts to establish, effective as of the Effective Date, flexible spending accounts for medical and dependent care expenses for the Harbor Transfer Employees and shall credit such accounts with the amounts credited as of the Effective Date under comparable flexible spending accounts maintained for the benefit of the Harbor Transfer Employees by Harbor from the beginning of the plan year to the Effective Date. As soon as administratively practicable after the Effective Date, (i) Harbor shall pay, or cause to be paid, to Spinco in cash the amount, if any, by which aggregate contributions made by Harbor Transfer Employees to flexible spending accounts maintained by Harbor exceeded the aggregate benefits provided to such Harbor Transfer Employees as of the Effective Date, or (ii) Spinco shall pay, or cause to be paid, to Harbor, in cash the amount, if any, by which aggregate benefits provided to Harbor Transfer Employees under the flexible spending accounts maintained by Harbor exceeded the aggregate contributions made by the Harbor Transfer Employees to such accounts as of the Effective Date.

ARTICLE VII  
GENERAL PROVISIONS, SECTION 280G, AND INDEMNIFICATION

Section 7.1 Preservation of Rights to Amend. The rights of each Harbor Entity, each Spinco Entity and Voyager and its Subsidiaries to amend, waive, or terminate any plan, arrangement, agreement, program, or policy referred to herein shall not be limited in any way by this Agreement.

Section 7.2 Entire Agreement. Section 10.8 of the Distribution Agreement is incorporated herein by reference. To the extent any provision of this Agreement conflicts with the provisions of the Distribution Agreement, the Merger Agreement or any other Transaction Agreement, the provisions of this Agreement shall be deemed to control with respect to the subject matter hereof (except that the provision by Harbor of employee- or human resource-related services to Spinco to the extent set forth in the Transition Services Agreement shall not be deemed to result in such a conflict).

Section 7.3 Binding Effect; No Third-Party Beneficiaries or Plan Amendment; Assignment. This Agreement shall inure to the benefit of and be binding upon the Parties and their respective successors and permitted assigns. This Agreement is solely for the benefit of the Parties and should not be deemed to confer upon any third parties (including without limitation any current or former employee, director, officer, service provider or other individual associated therewith) any remedy, claim, Liability, reimbursement, cause of action, or other right in excess of those existing without reference to this Agreement. Except with respect to rights and obligations of the parties to each other under this Agreement, nothing in this Agreement, express or implied, shall (i) limit the ability of Harbor, Spinco, Voyager, or any of their respective Affiliates from terminating the employment of any employee (including any Spinco Group Employee); (ii) be construed to establish, amend or modify any Benefit Plan or other benefit or compensation plan, program, agreement, policy, contract or arrangement; or (iii) limit the ability of Harbor, Spinco, Voyager, or any of their respective Affiliates to amend, modify or terminate any Benefit Plan or other benefit or compensation plan, program, agreement, policy, contract or arrangement at any time assumed, established, sponsored or maintained by any of them. This Agreement may not be assigned by any Party, except with the prior written consent of the other Parties.

Section 7.4 Amendment; Waivers. Section 10.11 of the Distribution Agreement is incorporated herein by reference.

Section 7.5 Remedies Cumulative. All rights and remedies existing under this Agreement are cumulative to, and not exclusive of, any rights or remedies otherwise available to the Parties hereunder.

Section 7.6 Notices. Unless otherwise expressly provided herein, all notices, claims, certificates, requests, demands and other communications hereunder shall be made or given in accordance with the provisions of Section 10.2 of the Distribution Agreement.

Section 7.7 Counterparts. Section 10.10 of the Distribution Agreement is incorporated herein by reference.

Section 7.8 Severability. Section 10.5 of the Distribution Agreement is incorporated herein by reference.

Section 7.9 Governing Law, Consent to Jurisdiction and Waiver of Right to Jury Trial. The provisions of Sections 10.9, 10.13 and 10.14 of the Distribution Agreement are incorporated herein by reference.

Section 7.10 Performance. Each of Harbor and Spinco or its successor, as applicable, shall cause to be performed, and hereby guarantees the performance of, all actions, agreements and obligations set forth herein to be performed by any Harbor Entity and any Spinco Entity, respectively. The Parties each agree to take such further actions and to execute, acknowledge, and deliver, or to cause to be executed, acknowledged, and delivered, all such further documents as are reasonably requested by the other for carrying out the purposes of this Agreement or of any document delivered pursuant to this Agreement. The provisions of Section 10.15 of the Distribution Agreement governing specific performance are incorporated herein by reference.

Section 7.11 Termination. The provisions of Section 10.12 of the Distribution Agreement are incorporated herein by reference.

Section 7.12 Headings. The provisions of Section 10.4 of the Distribution Agreement are incorporated herein by reference.

Section 7.13 Assignment. The provisions of Section 10.6 of the Distribution Agreement are incorporated herein by reference.

Section 7.14 280G Waivers and Consent. Prior to the Effective Date, Voyager and its Subsidiaries shall determine in good faith within the meaning of Section 280G of the Code and the regulations promulgated thereunder, whether any “disqualified individual” is expected to receive, or has the right or entitlement to receive, any payments and/or other benefits that would reasonably be expected to constitute “parachute payments,” in which case, each of Voyager and its Subsidiaries:

(a) To the extent applicable, will use reasonable best efforts to obtain a waiver (a “Parachute Payment Waiver”), prior to the initiation of the 280G Approval described below, from each Person who, with respect to such entity, would reasonably be expected to be a “disqualified individual” (within the meaning of Section 280G of the Code and the regulations promulgated thereunder and as determined immediately prior to the initiation of the 280G Approval), and who would otherwise reasonably be expected to receive, have received, or have the right or entitlement to receive any payments and/or other benefits (including, without limitation, acceleration of vesting) that would otherwise constitute “parachute payments” under Section 280G of the Code, of such Person’s right or entitlement to receive a portion of such payments and benefits (such that all remaining payments and benefits to such Person would not be deemed to be “parachute payments”), unless the 280G Approval has been obtained in a manner satisfying the applicable requirements of Section 280G(b)(5)(B) of the Code and the regulations promulgated thereunder.

(b) To the extent applicable, will submit to its respective stockholders for a vote all such waived payments in a manner such that, if such vote is adopted by such stockholders in a manner which satisfies the requirements of Section 280G(b)(5)(B) of the Code and the treasury regulations thereunder, including Q-7 of Section 1.280G-1 of such treasury regulations, no payment or benefit received by such “disqualified individual” would be a “parachute payment” for purposes of Section 280G of the Code (the “280G Approval”). Prior to the Effective Date, each of Voyager and its Subsidiaries, to the extent applicable, shall deliver to Harbor and Spinco evidence that a vote of the stockholders was solicited in accordance with the foregoing provisions of this Section 7.14 and that either (i) 280G Approval was obtained, or (ii) 280G Approval was not obtained, and as a consequence, the parachute payments subject to the Parachute Payment Waivers shall not be made or provided in accordance with such Parachute Payment Waivers. Voyager shall provide Harbor with drafts of all such solicitation materials and consents for review and comment prior to delivery to stockholders or disqualified individuals, as applicable (such review and comment not to be unreasonably withheld, conditioned or delayed).

Section 7.15 Survival and Indemnification. The provisions of Section 6.1 of the Distribution Agreement regarding the survival of covenants, obligations and agreements of the Parties shall apply to the covenants, obligations and agreements described in this Agreement as if they were set forth in the Distribution Agreement. Without limiting the generality of the Distribution Agreement, any Liabilities described in this Agreement as being assumed or retained by Harbor or a Harbor Entity shall be Excluded Liabilities, and any Liabilities described in this Agreement as being assumed or retained by Spinco or a Spinco Entity shall be Spinco Liabilities and, in each case, the provisions of the Distribution Agreement (including the indemnification provision of Section 6.3 of the Distribution Agreement) shall apply to such Liabilities.

*[Signatures of the Parties on Next Page]*

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed in their names by a duly authorized officer as of the date first written above.

HENRY SCHEIN, INC.

By: /s/ Stanley Bergman  
Name: Stanley Bergman  
Title: Chairman of the Board and Chief Executive Officer

HS SPINCO, INC.

By: /s/ Steven Paladino  
Name: Steven Paladino  
Title: Treasurer and Chief Financial Officer

DIRECT VET MARKETING, INC.

By: /s/ Benjamin Shaw  
Name: Benjamin Shaw  
Title: President

Amendment made this 20<sup>th</sup> day of April 2018 (this “Amendment”) to the Put Rights Agreements among DARBY GROUP COMPANIES, INC. (“Darby”), successor by merger to BURNS VETERINARY SUPPLY, INC. (“Burns”), HENRY SCHEIN, INC. (“Schein”), BUTLER ANIMAL HEALTH HOLDING COMPANY, LLC (“BAHHC”), Michael Caputo, Anthony Ricigliano and Justina Gordon.

### **Background**

#### **WHEREAS:**

A. Burns, Schein and BAHHC entered into a Put Rights Agreement dated December 31, 2009 amended by a First Amendment dated December 1, 2010 and a Second Amendment dated March 1, 2012 (the “Put Rights Agreement”), with respect to the equity interests owned by Burns in BAHHC;

B. Michael Caputo, Anthony Ricigliano and Justina Gordon (collectively with Darby, the “Darby Sellers”) are each a party to an agreement with BAHHC and Butler Management Holding LLC (“Butler Management”) as set forth on Schedule 1 attached hereto (collectively, the “Management Put Rights Agreements”);

C. Schein desires to contribute its equity interests in BAHHC and its equity interests in other animal health companies outside of the United States to a newly formed company as part of a series of transactions leading to a merger with another company and a public spin-off (the “Voyager Transactions”);

D. Darby has decided not to participate in the Voyager Transactions but, to the extent that its consent is required, has agreed to consent to the same provided Schein waives the Annual Burns Limitation Amount set forth in the Put Rights Agreement and agrees to purchase all of the BAHHC equity interests owned by Darby and the BAHHC equity interests indirectly owned by

the other Darby Sellers (by virtue of their equity interests in Butler Management) (collectively, together with the equity interests owned by Darby, the “BAHHC Equity Interests”) in accordance with the provisions of the Put Rights Agreement and the Management Put Rights Agreements, in each case, is hereby amended; and

E. The Darby Sellers agree to sell all of the BAHHC Equity Interests to Schein on the terms set forth in this Amendment.

F. Capitalized terms not defined herein shall have the meanings ascribed to them in the Put Rights Agreement.

**NOW, THEREFORE**, for one (\$1.00) dollar, the receipt of which is hereby acknowledged, and other good and valuable consideration, the parties agree as follows:

1. Waiver by Schein and Amendment. Schein hereby waives the Annual Burns Limitation Amount with respect to the BAHHC Equity Interests and agrees to purchase all of the BAHHC Equity Interests in accordance with the provisions of the Put Rights Agreement as hereby amended.

2. Waiver, Put and Consent by Darby Sellers and Amendment. Each Darby Seller hereby (i) puts all of the BAHHC Equity Interests held by such Darby Seller to Schein, by executing and delivering the Put Notice attached hereto as Exhibit A, (ii) to the extent applicable, waives any right to withdraw its Put Notice (including, in the case of Darby, as provided in Section 2.2(a)(i)(2) of the Put Rights Agreement), and (iii) irrevocably consents for all purposes to the Voyager Transactions. Darby hereby represents and warrants to Schein that all of the BAHHC Equity Interests being put pursuant to this Amendment represents all of the equity interests of BAHHC owned by the Darby Sellers and their respective affiliates.

3. **Purchase Price.** Notwithstanding anything set forth in the Put Rights Agreement or the Management Put Rights Agreements, the parties agree that the aggregate purchase price to be paid in respect of all of the BAHHC Equity Interests being put in accordance with this Amendment shall be equal to \$365,000,000.00, to be allocated among the Darby Sellers as set forth in the Put Notices delivered by the Darby Sellers pursuant to Section 2 of this Amendment. The consummation of the transactions contemplated by this Amendment shall occur on a date to be mutually agreed upon by Schein and Darby; provided, that such date shall be no later than 90 days after Schein enters into a definitive merger agreement and contribution and distribution agreement in respect of the Voyager Transactions (the "Put Closing Date"); provided, further that each Darby Seller shall be entitled to all Tax Distributions (as defined in the Fifth Amended and Restated Limited Liability Company Operating Agreement of BAHHC, effective January 1, 2017 (the "Operating Agreement")) required to be made by BAHHC under Section 6.6(a)(i) of the Operating Agreement based on such Darby Seller's share of taxable net income for the portion of the fiscal year in which it was a member. On the Put Closing Date, the parties shall enter into customary transfer documents pursuant to which (a) each Darby Seller represents and warrants to Schein that all the BAHHC Equity Interests being put by such Darby Seller in accordance with this Amendment are being transferred to Schein free and clear of all Liens and (b) Darby represents and warrants to Schein that all of the BAHHC Equity Interests being put pursuant to this Amendment represents all of the equity interests of BAHHC owned by the Darby Sellers and their respective affiliates. On the Put Closing Date, each of the Darby Sellers and Schein shall execute and deliver to the other party a mutual release, in form and substance reasonably acceptable to the Darby Sellers and Schein, waiving any and all legal and equitable rights in respect of any liabilities, claims, demands, actions, suits, damages and expenses, or any



other similar claim in tort, contract or any other legal theory, known or unknown, arising out of, or in any way connected with or related to such Darby Seller's ownership of BAHHC Equity Interests except as otherwise expressly provided in this Amendment or the Voyager Transactions, and agreeing not to assert any claim in respect thereof; provided, that with respect to Darby, nothing set forth herein shall impair or otherwise affect in any way (i) any sums owing to Darby as a lender under that certain Amended and Restated Credit Agreement, dated as of June 30, 2014, as further amended among Butler Animal Health Supply, LLC, as borrower, the several lenders from time to time parties thereto and Schein, as Administrative Agent, and (ii) Darby's rights under that certain Loan Put Agreement, dated as of August 2017, by and among Darby, M&S Investment Holding I LLC and HS Finance Company, LLC.

4. Further Assurances. The Darby Sellers and Schein agree to execute such other and further documents as reasonably requested by the other to carry out this Amendment, including any further documents or confirmations needed to enable Schein to participate in the Voyager Transactions.

5. Condition to Closing and Amendment. The parties agree that the purpose of this Amendment is to enable Schein to participate in the Voyager Transactions while enabling the Darby Sellers to avoid participating in the Voyager Transactions by exercising the put right under the Put Rights Agreement and the Management Put Rights Agreements. Accordingly, if for any reason Schein does not enter into a definitive merger agreement and contribution and distribution agreement in respect of the Voyager Transactions within 30 days of the execution of this Amendment, this Amendment and any put exercised hereunder shall be null and void, and the Put Rights Agreement and the Management Put Rights Agreements in effect immediately prior to this Amendment shall be reinstated and in full force and effect thereafter.

6. Ratification. Except as hereby amended, the Put Rights Agreement and the Management Put Rights Agreements are hereby ratified and confirmed.

7. Incorporation by Reference. The provisions of Article III of the Put Rights Agreement are hereby incorporated by reference as if fully set forth herein.

**[Signature Page Follows]**

IN WITNESS WHEREOF, the parties hereto have duly executed and delivered this Amendment on the date first above written.

**HENRY SCHEIN, INC.**

By: /s/ Stanley Bergman

Name: Stanley Bergman

Title: Chairman of the Board and Chief Executive Officer

**DARBY GROUP COMPANIES, INC.**

By: /s/ Michael Caputo

Name: Michael Caputo

Title: President

**BUTLER ANIMAL HEALTH HOLDING COMPANY, LLC**

By: /s/ Michael Ettinger

Name: Michael Ettinger

Title: Secretary

By: /s/ Michael Caputo

Michael Caputo

By: /s/ Anthony Ricigliano

Anthony Ricigliano

By: /s/ Justina Gordon

Justina Gordon

Schedule 1

1. Amended and Restated Letter Agreement, effective as of January 1, 2017, by and among Anthony Ricigliano, Butler Animal Health Holding Company LLC and Butler Management Holding LLC.
2. Amended and Restated Letter Agreement, effective as of January 1, 2017, by and among Michael Caputo, Butler Animal Health Holding Company LLC and Butler Management Holding LLC.
3. Amended and Restated Letter Agreement, effective as of January 1, 2017, by and among Justina Gordon, Butler Animal Health Holding Company LLC and Butler Management Holding LLC.

**EXHIBIT A**  
**PUT NOTICE**

April \_\_\_\_, 2018

Henry Schein, Inc.  
135 Duryea Road  
Melville, New York 11747

RE: Put Notice

Ladies and Gentlemen:

Reference is hereby made to that certain Amendment to the Put Rights Agreements, dated as of April 20, 2018 (the "Amendment"), by and among Henry Schein, Inc. ("Schein"), Burns Veterinary Supply, Inc., Butler Animal Health Holding Company, LLC ("BAHHC"), Michael Caputo, Anthony Ricigliano and Justina Gordon. All capitalized terms used herein but not otherwise defined have the respective meaning ascribed to them in the Amendment.

Pursuant to Section 2 of the Amendment, the undersigned hereby notifies Schein that it is exercising its right to require Schein to purchase \_\_\_\_\_ BAHHC Equity Interests, which represents all of the BAHHC Equity Interests held by the undersigned, on the terms and subject to the satisfaction of the conditions set forth in the Amendment, for an aggregate purchase price equal to \$ \_\_\_\_\_. Schein shall pay such amount to the undersigned by wire transfer in accordance with the wire instructions set forth below on the Put Closing Date.

Wire Information:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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Sincerely,

[•]

By: \_\_\_\_\_

Name:

Title: