Ladies and Gentlemen:

Reference is made to the Bridge Credit Agreement, dated as of the date hereof (as amended, extended, supplemented, amended and restated or otherwise modified from time to time, the “Bridge Credit Agreement”), by and among Boston Scientific Corporation (“you”, “Borrower”), the Lender party thereto (the “Initial Lender”) and Barclays Bank PLC (“Barclays” or “we” or “us”). You have advised us that you intend to consummate the Target Acquisition and the other Transactions described in the Bridge Credit Agreement. Capitalized terms used but not defined herein are used with the meanings assigned to them in the Bridge Credit Agreement. This letter agreement is the Fee and Syndication Letter referred to in the Bridge Credit Agreement.

1. **Roles.** Barclays is pleased to confirm its agreement to act as, and you hereby appoint Barclays to act, as the sole and exclusive administrative agent (in such capacity, the “Administrative Agent”) and as sole lead arranger and sole bookrunner (in such capacities, the “Lead Arranger”) for the Commitments and the Loans under the Bridge Credit Agreement (the “Bridge Facility”). Notwithstanding the foregoing, on or prior to the date that is fifteen (15) business days after the date hereof, you may appoint up to six (6) additional agents, co-agents, managers or arrangers with respect to the Bridge Facility (any such agent, co-agent, manager or arranger, an “Additional Agent”), and/or confer additional titles in respect of the Bridge Facility on the Additional Agents in a manner and with economics determined by you in consultation with the Lead Arranger as of the date hereof (it being understood that (a) such Additional Agents (or their affiliates) shall assume a ratable proportion of the commitments with respect to the Bridge Facility that is equal to the proportion of the economics allocated to such Additional Agents (or their affiliates), (b) no Additional Agent (nor any affiliate thereof) shall receive greater economics in respect of the Bridge Facility than that received by Barclays, (c) to the extent you appoint Additional Agents and/or confer additional titles in respect of the Bridge Facility on the Additional Agents, the economics allocated to, and the commitment amounts of, Barclays, as determined
by you, in respect of the Bridge Facility shall be reduced by the amount of the economics allocated to, and the commitment amount of, such Additional Agents (or their affiliates); provided that Barclays shall not have less than 20% of the total economics with respect to the Bridge Facility, in each case upon the execution and delivery by such Additional Agents and you of an Assignment and Assumption. You agree that no Lender will receive compensation outside the terms contained herein and in the Bridge Credit Agreement in order to obtain its Commitment. Each of the Lead Arranger and the Administrative Agent will have the rights and authority customarily given to financial institutions in such roles.

2. **Syndication.** The Lead Arranger intends and reserves the right, after the Effective Date, to syndicate all or part of the Initial Lender’s Commitments to one or more financial institutions (together with the Initial Lender, the “Lenders”). The Lead Arranger (or its affiliates) will manage all aspects of the syndication in consultation with you, including decisions as to the selection of potential Lenders (it being understood that (a) prior to the end of the Certain Funds Period, all such potential Lenders shall be acceptable to you in your absolute discretion, except to the extent a Certain Funds Default has occurred and is continuing, and (b) such potential Lenders are deemed acceptable to you and assignments shall be permitted to the extent such potential Lender is one of the financial institutions set forth in the syndication plan agreed as of the date hereof between you and the Lead Arranger) to be approached and when they will be approached, when their commitments will be accepted, which Lenders will participate and the final allocations of the Commitments among the Lenders.

Notwithstanding anything contrary contained herein, any resales or assignments of the Bridge Facility shall be governed by the provisions of the Bridge Credit Agreement. The applicable Commitments of the Initial Lender under the Bridge Credit Agreement shall be reduced Sterling-for-Sterling on a pro rata basis as and when applicable Commitments for the Bridge Facility are received from an additional Lender to the extent that such additional Lender becomes a party to the Bridge Credit Agreement as a “Lender” thereunder, and the Borrower agrees, promptly upon the Lead Arranger’s request, to execute an Assignment and Assumption with respect to each Lender that is selected in accordance with the foregoing.

You agree actively to assist us and, after the Closing Date, you agree to cause the Target to assist us in achieving a Successful Syndication (as defined below). The syndication will be accomplished by a variety of means, including direct contact during the syndication between senior management, advisors and affiliates of Borrower, on the one hand, and the proposed Lenders, on the other hand, and Borrower hosting to the extent reasonably deemed necessary, with us, one telephonic meeting with prospective Lenders at such times (upon reasonable notice) as may be mutually agreed. You agree to (and, after the Closing Date, you agree to cause the Target to), upon our request, (a) provide to us all information reasonably requested by us to successfully complete the syndication, including the Information contemplated hereby, (b) assist us, as promptly as practicable and to the extent reasonably deemed necessary, in the preparation of a Confidential Information Memorandum and other marketing materials (the contents of which you shall be solely responsible for) to be used in connection with the syndication and (c) executing one or more Assignment and Assumptions with any additional Lenders selected in accordance with the foregoing provisions of this Section 2. You also agree to use your commercially reasonable efforts to ensure that our syndication efforts benefit materially from your existing lending relationships. The Lead Arranger acknowledges and agrees that syndication must be conducted in a manner consistent with the City Code.

To facilitate an orderly and successful syndication of the Bridge Facility, you agree that, until the earliest of (a) the termination by the Lead Arranger of syndication of the Bridge Facility, (b)
90 days following the date hereof and (c) the Successful Syndication of the Bridge Facility (such earliest date, the “Syndication Date”), you will not, syndicate or issue, attempt to syndicate or issue, announce or authorize the announcement of the syndication or issuance of, or engage in material discussions concerning the syndication or issuance of, any debt facility or any debt security of the Borrower or any of its subsidiaries (excluding, for the avoidance of doubt, prior to the Closing Date, the Target and its subsidiaries or affiliates), including any renewal or refinancing of any existing debt facility or debt security that would reasonably be expected to materially impair the syndication of the Bridge Facility, in each case without the prior written consent of the Lead Arranger ((other than (a) the Bridge Facility, (b) the permanent financing in lieu of the Bridge Facility (including any Qualified Committed Financing and the Securities), (c) intercompany debt among the Borrower and/or its subsidiaries, (e) purchase money indebtedness incurred in the ordinary course of business, (f) indebtedness with respect to capital leases incurred in the ordinary course of business, (g) any utilization, amendment, refinancing or renewal (including any increase of revolving commitments) under the Revolving Credit Agreement, in each case to the extent that (i) the aggregate principal amount of revolving commitments do not exceed $2,750,000,000 and (ii) any refinancing, renewal or increase of revolving commitments is made in consultation with us to ensure a coordinated syndication with the Bridge Facility, (h) any overdraft facility or other cash management facility, (i) issuances of commercial paper, (j) indebtedness to refinance the Borrower’s $600,000,000 2.850% Senior Notes due 2020 and $850,000,000 6.000% Senior Notes due 2020 and (k) any other debt facility or debt security in an aggregate principal amount not to exceed $500,000,000)). You agree that the Lead Arranger has the right to place advertisements in financial and other newspapers at its own expense describing its services to you subject to your prior written consent (not to be unreasonably withheld or delayed) after you have had the opportunity to review such proposed placement.

3. Information and Investigations. You hereby represent and covenant (provided that such representation and covenant with respect to the Target and its subsidiaries is made to your knowledge) that all written information and data, and all other information and data in connection with the syndication of the Bridge Facility and the Lenders’ due diligence investigations, in each case, other than information and data of a general economic and general industry nature, that have been or will be made available by you or any of your affiliates, representatives or advisors to the Lead Arranger or any Lender (whether prior to or on or after the date hereof) in connection with the Transactions, as supplemented from time to time, taken as a whole (excluding projected financial statements, if any, the “Information”), is and will be true and correct in all material respects and does not and will not, taken as a whole, contain any untrue statement of a material fact or omit to state any material fact necessary in order to make the statements contained therein not misleading in light of the circumstances under which such statements are made, and that the projections and other forward-looking information that have been or will be made available to the Lead Arranger or the Lenders, if any, by or on behalf of the Borrower, or, after the Closing Date, the Target in connection with the Transactions have been and will be prepared in good faith based upon assumptions that are believed by the preparer thereof to be reasonable at the time such projections are furnished to the Lead Arranger or the Lenders, it being understood and agreed that projections and other forward-looking information are as to future events and are not to be viewed as facts, are subject to significant uncertainties and contingencies, many of which are out of the Borrower or Target’s control, that no assurance can be given that any particular projections will be realized and that actual results during the period or periods covered by such projections may differ significantly from the projected results and such differences may be material. You agree to supplement the Information from time to time until the later of (a) the Closing Date and (b) the Syndication Date, if requested by us, to complete the syndication of the Bridge Facility so that the representation and covenant in the preceding sentence remain correct in all material respects. In syndicating the Bridge Facility we will be entitled to
use and rely primarily on the Information without responsibility for independent check or verification thereof.

You acknowledge that we, on your behalf, will make available Information supplied or approved by you to the proposed syndicate of Lenders through posting on IntraLinks or another similar electronic system. In connection with the syndication of the Bridge Facility, unless the parties hereto otherwise agree in writing, you shall be under no obligation to provide Information to any prospective Lender (each, a “Public Lender”) that has personnel who do not wish to receive material non-public information (within the meaning of the United States federal securities laws, “MNPI”) with respect to Borrower or its affiliates, or the respective securities of any of the foregoing.

4. Fees. As consideration for our Commitments and our agreement to arrange, manage, structure and syndicate the Bridge Facility, you agree to pay (or cause to be paid) to the Lead Arranger, the following fees:

(a) a non-refundable structuring fee (the “Debt Bridge Structuring Fee”), solely for the account of the Lead Arranger, equal to (i) 0.20% of the total Tranche 1 Commitments in respect of the Bridge Facility on the date hereof, which will be fully earned and payable on the date hereof and (ii) if the Bridge Facility is not refinanced by a permanent financing (including any Qualified Committed Financing and the Securities) on the date that is 60 days after the date hereof, 0.05% of the total Tranche 1 Commitments in respect of the Bridge Facility on the date hereof which will be fully earned and payable on the date that is 60 days after the date hereof;

(b) a non-refundable structuring fee (the “Cash Bridge Structuring Fee” and, collectively with the Debt Bridge Structuring Fee, the “Structuring Fees”), solely for the account of the Lead Arranger, equal to 0.10% of the total Tranche 2 Commitments in respect of the Bridge Facility on the date hereof, which will be fully earned and payable on the date hereof;

(c) non-refundable upfront fees (the “Tranche 1 Upfront Fee”), solely for the account of the Initial Lender or Lenders, as applicable, equal to 0.25% of the Initial Lender’s total Tranche 1 Commitments in respect of the Bridge Facility on the date hereof, which will be fully earned and payable on the date hereof;

(d) non-refundable upfront fees (the “Tranche 2 Upfront Fee” and, collectively with the Tranche 1 Upfront Fee, the “Upfront Fees”), solely for the account of the Initial Lender or Lenders, as applicable, equal to 0.10% of the Initial Lender’s total Tranche 2 Commitments in respect of the Bridge Facility on the date hereof, which will be fully earned and payable on the date hereof;

(e) a non-refundable funding fee (the “Tranche 1 Funding Fee”), for the account of the Lenders, equal to 0.50% of the aggregate principal amount of Tranche 1 Loans made by the Lenders under the Bridge Facility on the Closing Date or such later funding date, which Tranche 1 Funding Fee will be fully earned and payable on the Closing Date or such later funding date, as applicable; and

(f) a non-refundable funding fee (the “Tranche 2 Funding Fee” and, collectively with the Tranche 1 Funding Fee, the “Funding Fees”), for the account of the Lenders, equal to 0.50% of the aggregate principal amount of Tranche 2 Loans made by the Lenders under the Bridge
Facility on the Closing Date or such later funding date and remaining outstanding on the date that is 30 days after the Closing Date or such later funding date, which Tranche 2 Funding Fee will be fully earned and payable on the date that is 30 days after the Closing Date or such later funding date, as applicable.

In addition, you agree to pay (or cause to be paid) to Barclays in its capacity as Administrative Agent for the Bridge Facility, an annual administration fee in an amount equal to $20,000 per year, which fee will be paid on the date of execution of the Bridge Loan Agreement.

In addition, the Lenders (including the Initial Lender) shall be paid the other fees specified in the Bridge Credit Agreement. You agree that, once paid, the fees or any part thereof payable hereunder shall not be refundable under any circumstances, regardless of whether the transactions or borrowings contemplated by the Bridge Credit Agreement are consummated. All fees payable hereunder shall be paid in Sterling (other than the annual administration fee described above which shall be paid in Dollars), in immediately available funds and shall be subject to Section 3.10 of the Bridge Credit Agreement. To the fullest extent permitted by law, all payments hereunder shall be payable without setoff or counterclaim and shall be in addition to reimbursement of documented and reasonable out-of-pocket expenses to the extent required by this Fee and Syndication Letter or the Bridge Credit Agreement. Notwithstanding anything to the contrary herein, the Lead Arranger shall be permitted to allocate the fees payable to it hereunder for its own account to any Lenders, prospective Lenders or participants or to any of its affiliates as it deems appropriate.

5. **Alternate Transaction.** You agree that, if in connection with the consummation of the Target Acquisition or, in lieu of the Target Acquisition, any similar transaction occurring prior to first anniversary of the date hereof in which you or any of your affiliates acquire the Target or any material portion of the Target (any such transaction, an “Alternate Transaction”) and a financial institution other than the Initial Lender (or its affiliates) provides bank, bridge or other syndicated credit financing to you or to such affiliate (even though we are willing to provide the Bridge Facility at the time of the Acquisition or such Alternate Transaction), then you agree to pay (or cause to be paid) to us, to the extent not already paid, 50% of the Structuring Fees, Upfront Fees and Funding Fees that would have been payable to it in connection with the Bridge Facility on the date of funding under such Bridge Facility as set forth above, immediately upon consummation of the Target Acquisition or such Alternate Transaction, unless with respect to the Initial Lender (i) such Initial Lender terminates its Commitment prior to the stated termination date thereof, (ii) such Initial Lender has breached its obligation to fund (or states in writing that it does not intend to fund) its Commitment, on the terms and conditions contemplated by the Bridge Credit Agreement, or (iii) in the case of any financing in respect of an Alternate Transaction only, such Initial Lender (or its affiliate) was offered a bona fide right of first refusal to arrange the Alternate Financing in the capacities, roles and with the economics contemplated by this Fee and Syndication Letter, and such Initial Lender (or its affiliate) declined such offer.

6. **Market Flex.** You hereby agree that the Lead Arranger may, at any time on or prior to the earlier of (x) the date that is 90 days after the Closing Date and (y) the date that a Successful Syndication of the Bridge Facility is achieved, after consultation with you, if the Lead Arranger determines, in its discretion, that such changes are required to facilitate a Successful Syndication or that a Successful Syndication cannot be achieved, increase the interest rate applicable to the Loans and/or commitment fees under the Bridge Facility by no more than 100 basis points per annum with respect to each Ratings level included on the Applicable Rate set forth in the Bridge Credit Agreement. Up to 50 basis points of the increased interest rate permitted under the preceding provisions may, at the election of the Lead Arranger,
(without duplication) take the form of additional Upfront Fees, Funding Fees, Duration Fees and/or original issue discount (any of the foregoing, the “Additional Fees”) (which for purposes of this paragraph will be deemed to constitute like amounts of Additional Fees), with Additional Fees being equated to interest rate based on an assumed one-year life and without any present value discount (it being understood that such Additional Fees will be in addition to all other fees set forth in this Fee and Syndication Letter and in the Bridge Credit Agreement).

You hereby agree, at your own expense, to take all such action as may be required in order to effect any amendments to the Bridge Facility, or other changes, as may be necessary or reasonably requested by the Lead Arranger to document any changes pursuant to this Section 6. You further agree to reasonably cooperate with us with regard to immaterial changes requested by potential Lenders (and agreed to by the Administrative Agent after consultation with you) prior to the Successful Syndication of the Bridge Facility. Each of the Lenders’ several Commitments in the Bridge Credit Facility is subject to the agreements set forth in this Section 6 and the provisions of this Section 6 will survive the closing of the Bridge Facility and the execution and delivery of the Loan Documents.

For purposes hereof, a “Successful Syndication” will mean one in which the Lead Arranger and its affiliates are able to achieve a targeted hold level of no more than 20% of the outstanding Commitments or Loans in respect of the Bridge Facility as a result of Lenders becoming party to the Bridge Credit Agreement.

7. **Indemnification.** You will indemnify and hold harmless the Lead Arranger, the Initial Lender and each of their respective affiliates, and each such person’s respective successors and assigns, officers, directors, employees, agents, advisors, representatives and controlling persons (the Lead Arranger, the Initial Lender and each such other person being an “Indemnified Party”) in accordance with the terms set forth in Section 11.5(b) and (c) of the Bridge Credit Agreement (without giving effect to any modifications, consents, amendments or waivers thereto or any termination thereof). Notwithstanding any other provision of this Fee and Syndication Letter, no Indemnified Party or (except solely as a result of your indemnification obligations set forth above to the extent an Indemnified Party is found so liable) you or any of your affiliates and your successors and assigns, officers, directors, employees, agents, advisors, representatives and controlling persons shall be liable for any special, indirect, consequential or punitive damages in connection with this Fee and Syndication Letter, the Bridge Facility, the use of proceeds thereof, the Transactions or any related transaction. Any amounts payable in respect of this Fee and Syndication Letter will also be subject to the provisions of Section 3.10 of the Bridge Credit Agreement (without giving effect to any modifications, consents, amendments or waivers thereto or any termination thereof).

8. **Expenses.** Whether or not the Target Acquisition is consummated or the Bridge Facility is funded, you agree to reimburse us and the Initial Lender in accordance with the terms set forth in Section 11.5(a) of the Bridge Credit Agreement (without giving effect to any modifications, consents, amendments, or waivers thereto or any termination thereof). Any amounts payable in respect of this Fee and Syndication Letter will also be subject to the provisions of Section 3.10 of the Bridge Credit Agreement (without giving effect to any modifications, consents, amendments or waivers thereto or any termination thereof).

9. **Confidentiality.** This Fee and Syndication Letter shall not be disclosed by or on behalf of you or any of your affiliates to any person without our prior written consent, except that you may disclose this Fee and Syndication Letter (i) to your officers, directors, employees and advisors, and then only in connection with the Transactions and on a confidential need-to-know basis, (ii) as required
pursuant to the City Code or by the Panel; provided, however, that with respect to this clause (ii), you and the Lead Arranger shall (to the extent permitted by the City Code or by the Panel) consult prior to such disclosure, provided, however, that in the event of any such compulsory legal process you agree to use commercially reasonable efforts to give us prompt notice thereof and to cooperate with us in securing a protective order in the event of compulsory disclosure and that any compulsory disclosure of the Fee and Syndication Letter (which, except for disclosures pursuant to clause (i) or (ii), may only be disclosed by compulsory legal process, it being understood that the aggregate amount of fees may be disclosed as required by applicable law) shall be subject to our prior review and (iv) other than as to Section 4 hereof unless redacted in a manner reasonably satisfactory to the Lead Arranger, (x) to the Target and the Target’s and Target’s affiliates’ officers, directors, employees, stockholders, partners, members, accountants, attorneys, agents and advisors who are directly involved in the consideration of this matter (including in connection with providing accounting or tax advice to the Borrower and its affiliates) on a confidential need-to-know basis, (y) in any syndication or other marketing materials, prospectus or other offering memorandum, or any public or regulatory filing in each case relating to the Bridge Facility, and (z) to any rating agencies, on a confidential need-to-know basis. You acknowledge that we or our affiliates may be providing debt financing, equity capital or other services (including financial advisory services) to parties whose interests may conflict with yours. We further advise you that we and our affiliates will not make available to you confidential information that we or they have obtained or may obtain from any other customer. We will treat as confidential all information provided to us by or on behalf of the Borrower in connection with this Fee and Syndication Letter and the Transactions in accordance with the terms set forth in Section 11.4 of the Bridge Credit Agreement.

10. Surviving Provisions. The compensation (including, without limitation, those relating to the Bridge Facility and any Alternate Transaction), reimbursement, indemnification, confidentiality and syndication and clear markets provisions contained herein shall remain in full force notwithstanding the termination of this Fee and Syndication Letter or the Bridge Credit Agreement; provided, that the syndication and clear markets provision shall survive only until the Syndication Date.

11. Assignment; No Fiduciary; Etc. This Fee and Syndication Letter shall not be assignable by any party hereto (other than by us to our affiliates) without the prior written consent of the other parties hereto, and any attempted assignment shall be void and of no effect; provided, however, that nothing contained in this Section 11 shall prohibit us (in our sole discretion) from (i) performing any of our duties hereunder through any of our affiliates, and you will owe any related duties (including those set forth in Section 2 above) to any such affiliate, and (ii) the assignment of all or a portion of, the Commitments under the Bridge Facility as provided in Section 2 above. This Fee and Syndication Letter is solely for the benefit of the parties hereto and does not confer any benefits upon, or create any rights in favor of, any other person.

You acknowledge that Barclays and its affiliates are full service securities firms and as such may from time to time effect transactions for their own account or the account of customers, and may hold positions in securities or indebtedness, or options thereon, of the Borrower, the Target and other companies that may be the subject of the Transactions. Barclays and its affiliates will have economic interests that are different from or conflict with those of the Borrower regarding the Transactions, and you acknowledge and agree that Barclays has no obligation to disclose such interests to you. You further acknowledge and agree that nothing in this Fee and Syndication Letter or the nature of our services or in any prior relationship will be deemed to create an advisory, fiduciary or agency relationship between us, on the one hand, and you, your equity holders or your affiliates, on the other hand, and you waive, to the
fullest extent permitted by law, any claims you may have against Barclays for breach of fiduciary duty or alleged breach of fiduciary duty and agree that Barclays will have no liability (whether direct or indirect) to you in respect of such a fiduciary duty claim or to any person asserting a fiduciary duty claim on your behalf, including your equity holders, employees or creditors. You acknowledge that the Transactions (including the exercise of rights and remedies hereunder) are arms’ length commercial transactions and that we are acting as principal and in our own best interests. You are relying on your own experts and advisors to determine whether the Transactions are in your best interests and are capable of evaluating and understanding, and you understand and accept, the terms, risks and conditions of the Transactions. In addition, you acknowledge that we may employ the services of our affiliates in providing certain services hereunder and may exchange with such affiliates information concerning you, the Target and other companies that may be the subject of the Transactions and such affiliates will be entitled to the benefits afforded to us hereunder. In connection with the services and Transactions contemplated hereby, you agree that we are permitted to access, use and share with any of our bank or non-bank affiliates, agents, advisors (legal or otherwise) or representatives any information concerning the Borrower, the Target or any of their respective affiliates that is or may come into our possession or in the possession of any of our affiliates (it being understood that the persons to whom such disclosure is made will be informed of the confidential nature of such information and instructed to keep such information confidential). In addition, please note that Barclays Capital Inc. has been retained by the Borrower as financial advisor (in such capacity, the “Financial Advisor”) to the Borrower in connection with the Target Acquisition. You agree to such retention, and further agree not to assert any claim you might allege based on any actual or potential conflicts of interest that might be asserted to arise or result from, on the one hand, the engagement of the Financial Advisor, and on the other hand, our and our affiliates’ relationships with you as described and referred to herein. Barclays or its affiliates are, or may at any time be a lender under one or more existing credit facilities of the Borrower and/or the Target (and/or of their respective subsidiaries) (in such capacity, an “Existing Lender”). The Borrower further acknowledges and agrees for itself and its subsidiaries that any such Existing Lender (i) will be acting for its own account as principal in connection with such existing credit facilities, (ii) will be under no obligation or duty as a result of Barclays’ role in connection with the transactions contemplated by this Fee and Syndication Letter or otherwise to take any action or refrain from taking any action (including with respect to voting for or against any requested amendments), or exercising any rights or remedies, that each Existing Lender may be entitled to take or exercise in respect of such existing credit facilities and (iii) may manage its exposure to such existing credit facilities without regard to Barclays’ role hereunder.

Please note that Barclays and its affiliates do not provide tax, accounting or legal advice.

12. **Governing Law.** This Fee and Syndication Letter will be subject to the provisions of Section 11.7 of the Bridge Credit Agreement, *mutatis mutandis*, and shall be governed by, and construed in accordance with, the laws of the State of New York.

13. **Amendments; Counterparts; etc.** No amendment or waiver of any provision hereof shall be effective unless in writing and signed by the parties hereto and then only in the specific instance and for the specific purpose for which given. This Fee and Syndication Letter and the Bridge Credit Agreement are the only agreements between the parties hereto with respect to the matters contemplated hereby and thereby and set forth the entire understanding of the parties with respect thereto. This Fee and Syndication Letter may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Delivery of an executed counterpart by telecopier shall be effective as delivery of a manually executed counterpart.
14. **Information Barriers.** Barclays acknowledges and agrees that: (a) it has established information barriers between the persons or entities within the Group (as defined below) which is responsible for (x) making decisions in relation to its or their participation in the Bridge Facility and (y) trading, or making investment decisions in relation to, equity investments, and that those information barriers comply with the minimum standards for effective information barriers identified in Practice Statement No. 25 (Debt Syndication During Offer Periods) published by the UK Takeover Panel Executive on 17 June 2009 (the "Information Barriers") and (b) it will maintain the Information Barriers until the end of the offer period (as defined in the City Code). For the purposes of this paragraph, "Group" means Barclays and each of its holding companies and subsidiaries and each subsidiary of each of its holding companies.

15. **City Code.** Notwithstanding anything herein to the contrary, all obligations of the Borrower hereunder shall be performed, and all services of Barclays hereunder shall be provided, in a manner consistent with the City Code.

16. **Patriot Act.** We hereby notify you that pursuant to the requirements of the USA Patriot Act, Title III of Pub. L. 107-56 (signed into law October 26, 2001) (the “Patriot Act”), the Lenders may be required to obtain, verify and record information that identifies Borrower, which information includes the name, address and tax identification number and other information regarding them that will allow such Lender to identify them in accordance with the Patriot Act. This notice is given in accordance with the requirements of the Patriot Act and is effective as to the Lenders.

17. **Execution.** Please confirm that the foregoing correctly sets forth our agreement of the terms hereof by signing and returning to us.

(Signature Page Follows)
We are pleased to have this opportunity and we look forward to working with you on this transaction.

Very truly yours,

BARCLAYS BANK PLC

By:

Name: Ronnie Glenn
Title: Director

[Fee and Syndication Letter Signature Page]
Accepted and agreed to as of the date first written above:

BOSTON SCIENTIFIC CORPORATION

By: [Signature]

Name: Robert Castagna
Title: Vice President and Treasurer