Ladies and Gentlemen:

This letter (the “Administrative Agent Fee Letter”) sets forth certain fees payable by Boston Scientific Corporation, a Delaware corporation (the “Borrower” or “you”), in connection with that certain Term Loan Credit Agreement, dated as of the date hereof, among the Borrower, Barclays Bank PLC, as administrative agent (in such capacity, the “Administrative Agent”, “Barclays” or “we” or “us”), the lenders from time to time party thereto and the other parties from time to time party thereto (as amended, amended and restated, supplemented or otherwise modified from time to time, the “Term Loan Credit Agreement”). Capitalized terms used herein without definition shall have the meanings assigned to such terms in the Term Loan Credit Agreement.

1. **Fees.** As consideration for Barclays agreeing to perform the services of the Administrative Agent, you agree to pay (or cause to be paid) to Barclays in its capacity as Administrative Agent under the Term Loan Credit Agreement, an annual administration fee in an amount equal to $20,000 per year, which fee will be paid on the Closing Date of the Term Loan Credit Agreement and on each anniversary thereof to the extent any Loans or Commitments under the Term Loan Credit Agreement are outstanding on such anniversary.

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 Term Loan Credit Agreement are consummated. The fees payable hereunder shall be paid in Dollars, in immediately available funds and shall be subject to Section 3.10 of the Term Loan 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 the Term Loan Credit Agreement.
2. **Confidentiality.** This Administrative Agent Fee 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 Administrative Agent Fee 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 Administrative Agent shall (to the extent permitted by the City Code or by the Panel) consult prior to such disclosure and (iii) as you are required to do so by applicable law or compulsory legal process (based on the advice of legal counsel); 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 Administrative Agent Fee 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.

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

4. **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 Administrative Agent Fee Letter and the Term Loan 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 Administrative Agent Fee 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 facsimile or other electronic transmission (including .pdf) shall be effective as delivery of a manually executed counterpart.

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

(Signature Page Follows)
Very truly yours,

BARCLAYS BANK PLC

By:
Name/Ronnie Glenn
Title: Director
Accepted and agreed to as of the date first written above:

BOSTON SCIENTIFIC CORPORATION

By:  

Name: Robert J. Castagna  
Title: Vice President and Treasurer