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of the

5. Information related to the U.S. Ankle and Toe Business that Wright can demonstrate it obtained without the assistance of Torp prior to the

- V. "Integra" means Integra Life Sciences Corporation, a corporation organized under the laws of the state of Delaware with its principal place of business at 311 Enterprise Drive, Plainsboro, NJ 08536
- W. "Integra Agreement" means the Asset Purchase Agreement by and between Tornier SAS, Tornier, Inc and Integra Life Sciences Corporation, dated as of ____, 2015, and all amendments, exhibits, attachments, agreements and schedules, in each case thereto or contemplated thereby, related to the Assets To Be Divested, that have been approved by the Commission to accomplish the requirements of this Order. Integra Agreement is attached to this Order as ~~Public~~ Appendix A
- X. "Interim Monitor" means any monitor appointed pursuant to Paragraph ~~h~~ of this Order.
- Y. "Law" means all laws, statutes, rules, regulations, ordinances, and other pronouncements by any Government Entity having the effect of law.
- Z. "Merge" means the transaction between Wright and Tornier consisting of the exchange of Wright common stock for Tornier common stock pursuant to the Agreement and Plan of Merger between Wright and Tornier dated as of October 27, 2014.
- AA. "Merger Date" means the date on which the Merge is consummated.
- BB. "Order Date" means the date on which the final Decision and Order in this matter is issued by the Commission.
- CC. "Person" means any individual, partnership, joint venture, firm, corporation, association, trust, unincorporated organization, or other business or Government Entity, and any subsidiaries, divisions, groups or affiliates thereof.
- DD. "Remedial Agreement(s)" means the following:
1. The Integra Agreement
 2. Any agreement between a Respondent and a Commission Approved Acquirer (or between a Divestiture Trustee and a Commission Approved Acquirer that has received the prior approval of the Commission) to accomplish the requirements of this Order, and all amendments, exhibits, attachments, agreements, and schedules thereto, related to the Assets To Be Divested, that have been approved by the Commission to accomplish the requirements of this Order.
- EE. "Retained Business" means
1. All right, title and interest in and to the name "Wright" and "Tornier," together with all variations thereof and all trademarks and trade dress containing, incorporating or associated with any of the foregoing, and any trademark and trade dress other than what is included in the U.S. Ankle and Toe Business

2. Any of the assets, tangible or intangible, businesses or goodwill that to the Retained Product and
3. Cash and cash equivalents; tax assets; stock in any entity; corporate and tax records of any entity; insurance policies; benefit plans; and accounts receivable arising prior to the Closing Date
- FF. “Retained Product” means any product research, developed, manufactured, marketed, sold or distributed by Respondents other than Ankle Products, or Toe Products in the United States. For the avoidance of doubt, Retained Product includes Ankle Products, and Toe Products for sale exclusively outside the United States
- GG. “Supplier” means any Third Party provider of finished goods of, inputs to, or instrumentation for, the Ankle Products or the Toe Products.
- HH. “Transition Services Agreement” means an agreement by Respondents to provide all advice, consultation, and assistance reasonably necessary for any Commission Approved Acquirer to receive and use, in any manner related to achieving the purposes of this Order, any assets, right, or interest relating to the Assets To Be Divested.
- II. “Third Party(ies)” means any non-governmental Person other than the Respondents, or the Commission Approved Acquirer
- JJ. “Toe Products” means Tornier’s Total Silastic Toe Joint Replacement Products sold in the United States or under Development as of the Closing Date, including, but not limited to, the Futura™ Primus Great Toe Implant, the Futura™ Classic Flexible Great Toe Implant and the Futura™ Lesser Metatarsal Phalangeal Implant and related instruments
- KK. “Total Ankle Replacement Products” means reconstructive joint implants that replace damaged bone and cartilage in the ankle with metal and plastic components in order to treat end-stage ankle arthritis
- LL. “Total Silastic Toe Joint Replacement Products” means silastic recot anla

provided further, however, that with respect to documents or other materials included in the U.S. Ankle and Toe Business that contain information (a) that relates both to Ankle Products or Toe Products and to other products of Respondents or (b) for which Respondents have a legal obligation to retain the original copies, Respondents shall be required to provide only copies or, at their option, relevant excerpts of such documents and materials, but Respondents shall provide the Commission Approved Acquirer access to the originals of such documents as necessary, it being a purpose of this proviso to ensure that Respondents not be required to divest themselves completely of records or information that relate to products other than Ankle Products and Toe Product

II.

IT IS FURTHER ORDERED that:

- A. Not later than ten (10) days after the Merger Date, Respondents shall divest the Assets To Be Divested, absolutely and in good faith, pursuant to, and in accordance with, the Integra Agreements (which agreements shall not limit or contradict, or be construed to limit or contradict, the terms of this Order, it being understood that this Order shall not be construed to reduce any rights or benefits of the Commission Approved Acquirer or to reduce any obligations of Respondents under such agreements), and each such agreement, if it becomes a Remedial Agreement incorporated by reference into this Order and made a part hereof

provided, however, that if Respondents have divested Assets To Be Divested to Integra prior to the Order Date, and if, at the time the Commission determines to make this Order final and effective, the Commission notifies Respondents that it is not an acceptable purchaser of the Assets To (s)Tj 0.39 st1senr, hat i(e)4(s)p-4(i)-6(a-1(s)-.)p-4(i)-6(a-

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- B. Respondents shall secure all consents and waivers with respect to any rights expressly granted to Tornier by Third Parties or Government Entities, or to Third Parties or Government Entities by Tornier, from all Third Parties or Government Entities necessary for the divestiture of the Assets To Be Divested to the Commission Approved Acquirer, or for the continued research, Development, manufacture, distribution, marketing or sale of Total Ankle Replacement Products and Total Silastic Toe Joint Replacement Products in the United States by the Commission Approved Acquirer
- C. Respondents shall:
1. submit to the Commission Approved Acquirer, at Respondents' expense, all Confidential Business Information related to the Assets To Be Divested
 2. deliver all Confidential Business Information related to the Assets To Be Divested to the Commission Approved Acquirer:
 - a. in good faith;
 - b. in a timely manner, *e.*, as soon as practicable, avoiding any delays in transmission of the respective information; and
 - c. in a manner that ensures its completeness and accuracy and that fully preserves its usefulness;
 3. pending complete delivery of all such Confidential Business Information to the Commission Approved Acquirer, provide the Commission Approved Acquirer and the Interim Monitor (if any has been appointed) with access to all such Confidential Business Information and employees who possess or are able to locate such information for the purposes of identifying the books, records, and files directly related to the Assets To Be Divested that contain such Confidential Business Information and facilitating the delivery in a manner consistent with this Order
- D. Respondents shall not use, directly or indirectly, any Confidential Business Information (other than as necessary to comply with the requirements of this Order, Remedial Agreement, or any Law) related to the U.S. Ankle and Toe Business for the manufacture, Development, marketing or sale of Total Ankle Replacement Products Total Silastic Toe Joint Replacement Products in or into the United States shall not disclose or convey such Confidential Business Information, directly or indirectly, to any Person except in connection with the divestiture of the Assets To Be Divested to the Interim Monitor, if any, and to the Divestiture Trustee, if any, *provided however that*:
1. This Paragraph D. shall not apply to any Confidential Business Information related to the U.S. Ankle and Toe Business that Respondents can demonstrate to the Commission that Wright obtained other than in connection with the Merger
 2. This Paragraph D. shall not apply to any Confidential Business Information to the extent related to Retained Products of the Retained Business;

- I. The purpose of the divestiture of the Assets To Be Divested is to create an independent, viable and effective competitor in the market for the Development, license, manufacture, marketing, distribution, and sale of Total Ankle Replacement Products and Total Silastic Toe Joint Replacement Products in the United States and to remedy the lessening of competition from the Respondents alleged in the Commission's Complaint.

III.

IT IS FURTHER ORDERED that:

- A. Quantic Regulatory Services, LLC shall serve as the Monitor pursuant to the agreement executed by the Monitor and Respondents and attached as Appendix B ("Monitor Agreement") and Non-Public Appendix C ("Monitor Compensation"). The Monitor is appointed to assure that Respondents expeditiously comply with all of their obligations and perform all of their responsibilities as required by this Order and the Remedial Agreement(s).
- B. The Monitor Agreement shall require that later than three (3) days after the Commission accepts the Order for comment, Respondents transfer to the Monitor all rights, powers, and authorities necessary to permit the Monitor to perform his duties and responsibilities, pursuant to the Order and consistent with the purposes of the Order, and Respondents shall effectuate such transfer.
- C. Respondents shall consent to the following terms and conditions regarding the powers, duties, authorities, and responsibilities of the Interim Monitor:
1. The Interim Monitor shall have the power and authority to monitor Respondents compliance with the divestiture and related requirements of this Order, and shall exercise such power and authority and carry out the duties and responsibilities of the Interim Monitor in a manner consistent with the purposes of this Order and in consultation with the Commission.
 2. The Interim Monitor shall act in a fiduciary capacity for the benefit of the Commission.
 3. The Interim Monitor shall serve at least until the latter of (i) the end of the last supply agreement entered into pursuant to Paragraphs of this Order, and (ii) the end of the Transition Services Agreement entered into pursuant to Paragraph of this Order.
- D. Subject to any demonstrated legally recognized privilege, the Interim Monitor shall have full and complete access to Respondents' personnel, books, documents, records kept in the normal course of business, facilities and technical information, and such other relevant information as the Interim Monitor may reasonably request, related to Respondents' compliance with its obligations under this Order, including, but not limited

to, its obligations related to the Assets To Be Divested. Respondents shall cooperate with any reasonable request of the Interim Monitor and shall take no action to interfere with or impede the Interim Monitor's ability to monitor Respondents' compliance with this Order.

- E. The Interim Monitor shall serve, without bond or other security, at the expense of Respondents, on such reasonable and customary terms and conditions as the Commission may set. The Interim Monitor shall have authority to employ, at the expense of Respondents, such consultants, accountants, attorneys and other representatives and assistants as are reasonably necessary to carry out the Interim Monitor's duties and responsibilities.
- F. Respondents shall indemnify the Interim Monitor and hold the Interim Monitor harmless against any losses, claims, damages, liabilities, or expenses arising out of, or in connection with, the performance of the Interim Monitor's duties, including all reasonable fees of counsel and other reasonable expenses incurred in connection with the preparations for, or defense of, any claim, whether or not resulting in any liability, to the extent that such losses, claims, damages, liabilities, or expenses result from malfeasance, gross negligence, willful or wanton acts, or bad faith by the Interim Monitor.
- G. Respondents shall report to the Interim Monitor in accordance with the requirements of this Order and/or as otherwise provided in any agreement approved by the Commission. The Interim Monitor shall evaluate the reports submitted to the Interim Monitor by Respondents, and any reports submitted by the Commission Approved Acquirer, with respect to the performance of Respondents' obligations under this Order or the Remedial Agreement. Within thirty (30) days from the date the Interim Monitor receives these reports, the Interim Monitor shall report in writing to the Commission concerning performance by Respondents of their obligations under this Order.
- H. Respondents may require the Interim Monitor and each of the Interim Monitor's consultants, accountants, attorneys and other representatives and assistants to sign a customary confidentiality agreement; provided, however, that such agreement shall not restrict the Interim Monitor from providing any information to the Commission.
- I. The Commission may, among other things, require the Interim Monitor and each of the Interim Monitor's consultants, accountants, attorneys and other representatives and assistants to sign an appropriate confidentiality agreement related to Commission materials and information received in connection with the performance of the Interim Monitor's duties.

- K. The Commission may on its own initiative, or at the request of the Interim Monitor, issue such additional orders or directions as may be necessary or appropriate to assure compliance with the requirements of this Order.
- L. The Interim Monitor appointed pursuant to this Order may be the same Person appointed as a Divestiture Trustee pursuant to the relevant provisions of this Order.

IV.

IT IS FURTHER ORDERED that:

- A. is is

2. The Divestiture Trustee shall have one (1) year after the date the Commission approves the trust agreement described herein to accomplish the divestiture, which shall be subject to the prior approval of the Commission; ~~but~~ however, at the end of the one (1) year period, the Divestiture Trustee has submitted a plan of divestiture or believes that the divestiture can be achieved within a reasonable time, the divestiture period may be extended by the Commission, or, in the case of a court appointed Divestiture Trustee, by the court; ~~provided,~~ provided, however, the Commission may extend the divestiture period only two (2) times.

3. Subject to any demonstrated legally recognized privilege, the Divestiture Trustee shall have full and complete access to the personnel, books, records and facilities related to the Assets To Be Divested, and to any other relevant information, as the Divestiture Trustee may request. Respondents shall develop such financial or other information as the Divestiture Trustee may request and shall cooperate with the Divestiture Trustee. Respondents shall take no action to interfere with or impede the Divestiture Trustee's accomplishment of the divestiture. Any delays in divestiture caused by Respondents shall extend the time for divestiture under this Paragraph in an amount equal to the delay, as determined by the Commission or, for a court appointed Divestiture Trustee, by the court.

4. The Divestiture Trustee shall use commercially reasonable efforts to negotiate the most favorable price and terms available in each contract that is submitted to the Commission, subject to Respondents' absolute and unconditional obligation to divest expeditiously and at no minimum price. The divestiture shall be made in the manner and to an Acquirer as required by this Order; ~~provided, however,~~ provided, however, if the Divestiture Trustee receives bona fide offers from more than one acquiring Person, and if the Commission determines to approve more than one such acquiring Person, the Divestiture Trustee shall divest to the acquiring Person selected by Respondents among those approved by the Commission;

- D. Respondent shall not seek, directly or indirectly, pursuant to any dispute resolution mechanism incorporated in any Remedial Agreement, or in any agreement related to the Assets To Be Divested, a decision the result of which would be inconsistent with the terms of his Order or the remedial purposes thereof.
- E. Respondent shall not modify or amend any of the terms of any Remedial Agreement without the prior approval of the Commission, except as otherwise provided in Rule 2.41(f)(5) of the Commission's Rules of Practice Procedure, 16 C.F.R. § 2.41(f)(5). Notwithstanding any term of the Remedial Agreement(s), any modification or amendment of any Remedial Agreement made without the prior approval of the Commission, or as otherwise provided in Rule 2.41(f)(5), shall constitute a failure to comply with this Order.

VI.

IT IS FURTHER ORDERED that:

- A. Within five (5) days of the Merge Respondent shall submit to the Commission a letter certifying the date on which the Merge occurred.
- B. Within thirty (30) days

5. A description of all technical assistance provided to the Commission Approved
Acquired during the reporting period.

VII.

IT IS FURTHER ORDERED that Respondents shall notify the Commission at least thirty (30) days prior to any proposed (1) dissolution of a Respondent, (2) acquisition, merger or consolidation of Respondent, or (3) other change in the Respondent, in each case that may affect compliance obligations arising out of this Order, including, but not limited to, assignment and the creation or dissolution of subsidiaries.

VIII.

IT IS FURTHER ORDERED that, for the purpose of determining or securing compliance with this Order, and subject to any legally recognized privilege, and upon written request and with reasonable notice Respondents made to their principal United States offices, Respondents shall permit any duly authorized representative of the Commission:

- A. Access, during office hours of Respondent in the presence of counsel, to all facilities and access to inspect and copy all books, ledgers, accounts, correspondence, memoranda and all other records and documents in the possession or under the control of Respondent related to compliance with this Order, which copying services shall be provided by such Respondent at the request of the authorized representative(s) of the Commission and at the expense of Respondent;
- B. Upon five (5) days' notice to Respondents and without restraint or interference from Respondents' interview officers, directors, or employees of the Respondent, who may have counsel present, regarding such matters.

IX.

IT IS FURTHER ORDERED that this Order shall terminate ten years from the Order Date.

By the Commission.

Donald S. Clark

Non-Public Appendix A

Integra Agreement

[Redacted From the Public Record Version, But Incorporated By Reference]

Appendix B

Monitor Agreement

Non-Public Appendix C

Monitor Compensation

[Redacted From the Public Record Version, But Incorporated By Reference]