Exhibit 1

(First Amendment to Zoll APA)

FIRST AMENDMENT TO ASSET PURCHASE AGREEMENT

THIS FIRST AMENDMENT TO ASSET PURCHASE AGREEMENT, dated as of October 11, 2024 (this "**Amendment**"), is being entered into by and among ZOLL Medical Corporation, a Massachusetts corporation (the "**Purchaser**"), and Vyaire Holding Company, a Delaware corporation (as in existence on the date hereof, as a debtor-in-possession, and as a reorganized as a Debtor, as applicable, "**Vyaire**") and the Subsidiaries of Vyaire that are indicated on the signature pages to the Purchase Agreement (together with Vyaire, each a "**Seller**" and collectively "**Sellers**"). The Purchaser and the Sellers are collectively referred to herein as the "**Parties**", and each, a "**Party**". Capitalized terms used in this Amendment that are not otherwise defined herein shall have the meanings given to them in the Purchase Agreement.

RECITALS

A. Purchaser and the Sellers are party to that certain Asset Purchase Agreement, dated September 1, 2024 (the "**Purchase Agreement**").

B. Pursuant to Section 10.5 of the Purchase Agreement, the Parties desire to amend the Purchase Agreement as set forth herein.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing Recitals, which are incorporated herein by this reference, and the mutual covenants and agreements set forth herein, the Parties agree to amend the Purchase Agreement as set forth below.

1. <u>Amendment to Purchase Agreement</u>.

(a) <u>Acquired Assets (Portals)</u>. A new subsection 1.1(q) is hereby added to the Purchase Agreement to read in its entirety as follows:

> "(q) each of the Respiratory Knowledge Portal, the Clinical Data Platform, the domain name Vyaireanalytics.com and access credentials for any source code repositories containing source code, files or information related to any of the Acquired Products."

(b) <u>Acquired Assets (ERP Systems)</u>. A new subsection 1.1(r) is hereby added to the Purchase Agreement to read in its entirety as follows:

> "(r) (i) the "Point Man" ERP system of the Business and all associated hardware in which such system runs and (ii) "Made2Manage" ERP system of the Business."

(c) <u>Acquired Assets (Preference Claims)</u>. A new subsection 1.1(s) is hereby added to the Purchase Agreement to read in its entirety as follows:

> "(s) all preference or avoidance claims or actions arising under the Bankruptcy Code or applicable Law, including claims pursuant to chapter 5 of the Bankruptcy Code and all Avoidance Actions, in each case solely as such claims relate to SunMed Group Holdings, LLC d/b/a AirLife ("<u>AirLife</u>") or any of its Affiliates (the "<u>AirLife Preference Claims</u>")."

(d) <u>Excluded Assets (Preference Claims)</u>. Subsection 1.2(i) is hereby amended and restated to read in its entirety as follows:

(i) "(i) all preference or avoidance claims or actions arising under the Bankruptcy Code or applicable Law (other than the AirLife Preference Claims), (ii) all other rights, claims, causes of action, rights of recovery, rights of set-off, and rights of recoupment related to Excluded Assets as of the Closing of any Seller or its Affiliates, in each case, arising out of or relating to events occurring on or prior to the Closing Date, and (iii) all claims that any Seller or any of its Affiliates may have against any Person with respect to any other Excluded Assets or any Excluded Liabilities."

(e) Excluded Assets (Domain Names). Subsection 1.2(r) to the Purchase Agreement is hereby amended and restated to read in its entirety as follows:

"(r) Internet domain names that include or incorporate Seller Names (other than the domain Vyaireanalytics.com)."

(f) Excluded Assets (Bird Blender). A new subsection 1.2(s) is hereby added to the Purchase Agreement to read in its entirety as follows:

"(s) (i) know how, trade secrets, confidential or proprietary business or technical information, drawings, schematics or technical data; (ii) supplier information, (iii) sales history on parts and finished goods, (iv) part numbers, and (v) blender customer installed base, in each case, solely as such items relate to the "blender" products line of the Business marketed under the "Bird" brand and exist as of the Closing Date (the "Bird Blender Know-How")."

(g) Assumed Liabilities (Accounts Payable). Schedule 1.3(e) to the Purchaser Agreement is hereby deleted in its entirety, and subsection 1.3(e) to the Purchase Agreement is hereby amended and restated to read in its entirety as follows:

"(e) [Reserved]."

(h) Assumed Liabilities (Transferred Employees). Subsection 1.3(i) to the Purchase Agreement is hereby amended and restated to read in its entirety as follows:

"(i) all Liabilities relating to the Transferred Employees arising following the Closing, as well as all pre-Closing accrued unused vacation, sick days and personal days of such Transferred Employees."

(i) Assumed Liabilities. Subsection 1.3(j) to the Purchase Agreement is hereby amended and restated to read in its entirety as follows:

"(j) [Reserved]."

(j) Assumed Liabilities (Accounts Payable Outside US). Schedule 1.3(k) is hereby added to the Purchase Agreement in the form attached hereto as Attachment E, and subsection 1.3(k) to the Purchase Agreement is hereby amended and restated to read in its entirety as follows:

"(k) Liabilities relating to the non-Tax related accounts payable solely to the extent set forth on Schedule 1.3(k)."

(k) Cure Cost Cap. Section 1.3(b) to the Purchase Agreement is hereby amended and restated in its entirety to read as follows:

"(b) all cure costs required to be paid pursuant to Section 365 of the Bankruptcy Code in connection with the assignment and assumption of the Assigned Contracts (the "Cure Costs") up to an amount not to exceed $5,000,000, which amount shall be deemed to include an amount equal to no more than $3,000,000 to the extent paid by Purchaser to AirLife pursuant to the Manufacturing Services Agreement (the "AirLife MSA") dated as of October 11, 2024 by and between Purchaser and AirLife (the "Cure Cost Cap"), with Seller to pay any necessary Cure Costs in excess of the Cure Cost Cap."

(l) Consideration; Payment.

(i) Section 2.1(a) to the Purchase Agreement is hereby amended and restated in its entirety to read as follows:

"(a) The aggregate consideration (collectively, the "Purchase Price") to be paid by Purchaser for the purchase of the Acquired Assets shall be: (i) the assumption of Assumed Liabilities including the Cure Cost Cap of $5,000,000; (ii) a cash payment of $45,791,471.50 (the "Cash Payment"); and (iii) an additional cash payment of $7,900,000 (the "MIM Cash Payment"), which MIM Cash Payment will be immediately contributed by Sellers to MIM Medizinische Instrumente & Monitoring GmbH to satisfy outstanding Liabilities; provided that, for administrative convenience of the Parties, Purchaser shall wire the MIM Cash Payment to MIM Medizinische Instrumente & Monitoring GmbH directly pursuant to wire instructions provided by Sellers prior to Closing, and such wire shall be deemed to satisfy the MIM Cash Payment amount owed by Purchaser hereunder."

(ii) The following sentence is hereby added as the last sentence to Section 2.1(b) to the Purchase Agreement:

"For purposes of the Closing, the Parties have assumed that the Acquired Cash Amount equals $396,881.39 (the "Deemed Acquired Cash Amount"). To the extent the actual Acquired Cash Amount (calculated as otherwise provided by this Agreement) is greater or lesser than the Deemed Acquired Cash Amount by $10,000 or more, then if greater, Purchaser shall promptly pay the Seller the difference between the actual Acquired Cash Amount and the Deemed Cash Amount and if lesser, Seller shall promptly pay the Purchaser the difference between the actual the Deemed Cash Amount and the Acquired Cash Amount."

(m) K+N Payment. Sellers and Purchaser have entered, or on the date of this Amendment are entering into, a letter agreement, (the "K+N Letter Agreement") by and between Sellers, Kuehne + Nagel Inc. ("K+N"), and Purchaser, pursuant to which, among other things, Sellers shall make the Settlement Payment (as defined in the K+N Letter Agreement) to K+N. For administrative convenience of the Parties, Sellers hereby direct Purchaser to, and Purchaser shall, wire K+N directly the Settlement Payment at the Closing, and such wire shall be deemed to satisfy such portion of the Closing Date Payment equal to the Settlement Payment.

(n) Closing Deliveries by Sellers (Vyaire Medical GmbH and Intermed Licenses). Subsection 2.4(j) to the Purchase Agreement is hereby amended and restated to read in its entirety as follows:

"(j) license agreements (each, a "Patent License"), duly executed by each of Vyaire Medical GmbH and Intermed Equipamento Medico Hospitalar Ltda., providing for the following:

(i) with respect to Vyaire Medical GmbH: "Effective as of the Closing Date and continuing until the date on which the last Licensed Patent expires, Vyaire Medical GmbH ("Licensor") hereby grants to Purchaser under and to U.S. Patent No. 8402969, and any continuations, divisions, continuations in part, reissues, reexaminations, and foreign counterparts and equivalents of the foregoing (collectively, the "Licensed Patents"), a worldwide, non-exclusive, irrevocable, sublicenseable, transferable, fully paid-up, and royalty-free license, limited to use in the manufacturing, import, and sale of medical ventilators and associated services and consumables (the "Ventilator Business"), (a) to make, have made, use, import, sell, and offer for sale, in each case, any product, and (b) to practice any methods that are covered by, embody, or would otherwise infringe any Licensed Patent. Prior written notice to Licensor is required for any sublicense, assignment or transfer of the license granted herein, including in the event of any change in control of Purchaser. If Purchaser or its sublicensees, successors, or assigns to this limited license, conceives, makes, or reduces to practice any modification of, or improvement or enhancement to, any invention or technology claimed in, or that is the subject of, the Licensed Patents, all right, title and interest therein, thereto and thereunder, insofar as they relate solely to the Ventilator Business, will, as between Licensor, on the one hand, and Purchaser or its applicable sublicensee, successor, or assigns to this limited license, on the other hand, be owned by Purchaser or its applicable sublicensee, successor, or assign or the designee thereof. The foregoing Patent License terms will run with the Licensed Patents, and Licensor will ensure that any assignee or licensee of any Licensed Patent shall agree in writing, prior to such assignment or licensing, to be made subject to the licenses and other rights granted under this Patent License. Nothing in this provision imposes an obligation on the part of Licensor to maintain or enforce any of the Licensed Patents."

and

(ii) with respect to Intermed Equipamento Medico Hospitalar Ltda.: "Effective as of the Closing Date and continuing until the date on which the last Licensed Patent expires, Intermed Equipamento Medico Hospitalar Ltda. ("Licensor") hereby grants to Purchaser under and to U.S. Patent Number 8,186,344, granted May 29, 2012; U.S. Patent Number 7,798,016, granted September 21, 2010; Brazil patent application number PI07050917, filed November 1, 2007; Brazil patent number PI0703836, granted July 3, 2018; Brazil patent number PI0306282, granted February 18, 2015, and any continuations, divisions, continuations in part, reissues, reexaminations, and foreign counterparts and equivalents of the foregoing (collectively, the "Licensed Patents"), a worldwide, non-exclusive, irrevocable, sublicenseable, transferable, fully paid-up, and royalty-free license, limited to use in the manufacturing, import, and sale of medical ventilators and associated services and consumables (the "Ventilator Business"),, (a) to make, have made, use, import, sell, and offer for sale, in each case, any product, and (b) to practice any methods that are covered by, embody, or would otherwise infringe any Licensed Patent. If Purchaser or its sublicensees, successors, or assigns to this limited license conceives, makes, or reduces to practice any modification of, or improvement or enhancement to, any invention or technology claimed in, or that is the subject of, the Licensed Patents, all right, title and interest therein, thereto and thereunder, insofar as they relate to the Ventilator Business, will, as between Licensor, on the one hand, and Purchaser or its applicable sublicensee, successor, or assigns to this limited license, on the other hand, be owned by Purchaser or its applicable sublicensee, successor, or assign or the designee thereof. The foregoing Patent License terms will run with the Licensed Patents, and Licensor will ensure that any assignee or licensee of any Licensed Patent shall agree in writing, prior to such assignment or licensing, to be made subject to the licenses and other rights granted under this Patent License. Nothing in this provision imposes an obligation on the part of Licensor to maintain or enforce any of the Licensed Patents. Licensor represents and warrants that it owns all right, title, and interest in and to the Licensed Patents, free and clear of any Encumbrances (other than Permitted Encumbrances), and has the right to grant the licenses and rights granted to Purchaser in this Patent License."

(o) Title to Properties. A new subsection 3.6(f) is hereby added to the Purchase Agreement to read in its entirety as follows:

"(f) Vyaire Medical GmbH owns all right, title, and interest in and to US patent number 8402969, and any continuations, divisions, continuations in part, reissues, reexaminations, and foreign counterparts and equivalents of the foregoing (collectively, the "GmbH Patents"), free and clear of any Encumbrances (other than Permitted Encumbrances and the title defects insofar as inventor assignment agreements from Stephan Gabriel, Ellis Whitehead, and Harald Genger have not been executed and recorded against the GmbH Patents in the United States Patent and Trademark Office), and has the right to grant the licenses and rights granted to Purchaser in the Vyaire Medical GmbH Patent License of Section 2.4(j)."

(p) AirLife Payment. A new Section 4.12 is hereby added to the Purchase Agreement to read in its entirety as follows:

"AirLife Payment. As of the Closing Date, Purchaser has paid AirLife $3,000,000 pursuant to the AirLife MSA."

(q) Section 338(g) Elections.

(i) Section 9.2 to the Purchase Agreement is hereby amended and restated in its entirety to read as follows:

"For U.S. federal and applicable state, local and non-U.S. income (or applicable non-income) Tax purposes, Purchaser, Sellers, and their respective Affiliates shall allocate the Purchase Price (and any Assumed Liabilities or other amounts treated as part of the purchase price for U.S. federal or applicable non-U.S. income (or applicable non-income) Tax purposes) among the Acquired Assets and the assets deemed acquired as a result of the Section 338(g) Elections for the Acquired Entities made pursuant to Section 9.4(c) in accordance with the methodology that shall be mutually agreed by the Parties prior to the

Closing (the "Allocation Methodology"). As soon as commercially practicable, but no later than 90 days following the determination of the final Purchase Price, Purchaser shall provide a proposed allocation to Sellers setting forth the allocation of the Purchase Price (and other amounts treated as part of the purchase price for U.S. federal or applicable non-U.S. income (or applicable non-income) Tax purposes) among the Acquired Assets and the assets deemed acquired as a result of the Section 338(g) Elections for the Acquired Entities in accordance with the Allocation Methodology (the "Allocation") for Sellers' review, comment and consent (such consent not to be unreasonably withheld, conditioned or delayed). If Sellers deliver a written objection within 30 days after receipt of the draft Allocation proposed by Purchaser, then Purchaser and Sellers shall negotiate in good faith to resolve any such objection, and, if Sellers and Purchaser cannot resolve such dispute within 30 days of Purchaser's receipt of Sellers' objection, then a nationally recognized accounting firm mutually acceptable to Purchaser and Sellers shall resolve such dispute, with the costs of such resolution to be allocated equally between Purchaser and Sellers, and the resolution of such dispute shall be final and binding on the Parties. The Parties and their respective Affiliates shall file all Tax Returns in accordance with such Allocation (as finally determined under this Section 9.2) and not take any Tax-related action inconsistent with the Allocation, in each case, unless otherwise required by a "determination" that is final within the meaning of Section 1313(a) of the Tax Code (or other similar non-U.S. Tax Law)."

(ii) Section 9.4(b) to the Purchase Agreement is hereby amended and restated in its entirety to read as follows:

"Solely with respect to the Acquired Entities or the Business, Purchaser shall not file any Tax Return except in accordance with the procedures set forth in this <u>Section 9.4</u>, file an amendment to any previously-filed Tax Return except in accordance with the procedures set forth in this <u>Section 9.4</u>, take or initiate any voluntary discussion, examination or Contract with a taxing authority (including any voluntary disclosure agreement or similar process), or otherwise take any Tax position that has the effect of increasing any Tax that is payable or otherwise borne by Sellers or their Affiliates, unless Purchaser is advised in good faith by a nationally recognized accounting firm or law firm that there is no adequate "reporting position" with respect to any previously-asserted position with respect to Taxes of such Acquired Entity or Business. Upon such determination, Purchaser shall provide no less than 45 days' notice of such position before filing any such Tax Return or otherwise taking such action. In the event Sellers disagree with such Tax position, and the dispute cannot be resolved between the Parties, such dispute shall be submitted to an independent national accounting firm or law firm for resolution, with the costs of such resolution to be evenly split by Purchaser, on the one hand, and Sellers, on the other hand. The determination of such independent national accounting firm or law firm shall be binding on all Parties and any Tax Return shall be filed consistently with such resolution."

(iii) A new subsection 9.4(c) is hereby added to the Purchase Agreement to read in its entirety as follows:

<u>"Tax Forms and 338(g) Elections</u>. "Within one (1) Business Day of Closing, Purchaser (or its applicable Affiliate) shall (a) execute the forms attached hereto as <u>Attachment D</u> (the "<u>8023 Forms</u>"), (b) file the 8023 Forms with the IRS, and (c) promptly provide to Seller receipt confirming that such filings have been made with the IRS. Purchaser, Seller, and their respective Affiliates shall reasonably cooperate with each other

to take any other actions necessary and appropriate, including filing such additional forms (including IRS Form 8883), returns, elections, schedules and other documents as may be required to effect and preserve elections pursuant to Section 338(g) of the Tax Code and the Treasury Regulations promulgated pursuant thereto and any corresponding elections under U.S. state or local law with respect to each Acquired Entity (the "Section 338(g) Elections"), and the Parties shall prepare all Tax Returns, Tax records, and Tax filings in a manner consistent with such treatment and shall not take any position inconsistent therewith, unless otherwise required by a "determination" within the meaning of Section 1313(a) of the Tax Code (or other similar non-U.S. Tax Law)."

(r) Closing Deliveries by Purchaser (Bird Products Patent License). A new subsection 2.5(h) is hereby added to the Purchase Agreement to read in its entirety as follows:

"(h) a license agreement, duly executed by Purchaser, providing for the following:

Effective as of the Closing Date and continuing until the date on which U.S. Patent No. 7984712, granted July 26, 2011 (the "Bird Patent") expires, Purchaser hereby grants to Bird Products Corporation under and to the Bird Patent a worldwide, non-exclusive, irrevocable, sublicensable, transferable, fully paid-up, and royalty-free license (a) to make, have made, use, import, sell, and offer for sale, in each case, any product, and (b) to practice any methods that are covered by, embody, or would otherwise infringe the Bird Patent."

(s) Bird Blender Know-How. A new Subsection 2.4(k) to the Purchase Agreement is hereby added to the Purchase Agreement to read in its entirety as follows:

"(k) a license agreement, duly executed by Bird Products Corporation, providing that, effective as of the Closing Date, Bird Products Corporation hereby grants to Purchaser a worldwide, non-exclusive, irrevocable, sublicensable, transferable, fully paid-up, and royalty-free license to the Bird Blender Know-How, including the right to use, possess, and exploit the Bird Blender Know-How for any purpose."

(t) Employee Matters. The following sentence is hereby added as the last sentence to Section 6.3(a):

"Notwithstanding the foregoing, Sellers hereby agree to not terminate or dismiss any Transferred Employee in the United States until 11:59 pm ET on Sunday October 13, 2024, such that all such Transferred Employees shall begin employment with Purchaser or an Affiliate of Purchaser effective as of October 14, 2024."

(u) Seller Names. The following sentence is hereby added as the last sentence to Section 6.21:

"Notwithstanding the foregoing, Sellers hereby grant to Purchaser a perpetual, non-exclusive, worldwide, irrevocable, sublicensable, transferable, fully paid-up, and royalty-free license to use trademarks in connection with the use of the domain name Vyaireanalytics.com."

(v) Covenants and Agreements. A new Section 6.24 to the Purchase Agreement is hereby added to the Purchase Agreement to read in its entirety as follows:

"Section 6.24 Contract Assumption and Rejection. For thirty (30) days following Closing, Sellers shall not file any motion to or otherwise reject any of the Contracts set forth on Schedule 6.24 without the prior written approval of Purchaser. If within such thirty (30) day period, Purchaser informs Sellers in writing of its intent to assume any of the Contracts on Schedule 6.24, Sellers shall promptly file with the Court a motion to assume and assign such Contract or Contracts to Purchaser. Purchaser shall bear, and reimburse Sellers for, costs incurred by Sellers from the Closing Date through such date (as applicable) as either Purchaser provides notice allowing Sellers to reject such Contracts or the Bankruptcy Courts enters of an Order authorizing the assumption and assignment of such Contract(s)."

(w) IMT Liabilities. A new Section 6.25 to the Purchase Agreement is hereby added to the Purchase Agreement to read in its entirety as follows:

"Section 6.25 IMT Liabilities. As of the Closing Date, the total aggregate outstanding monetary Liabilities under (i) that certain Share Purchase Agreement dated April 24, 2018, by and among Vyaire Medical Holdings B.V. as purchaser, Vyaire Medical as guarantor, and Jakob Dascher, Christian Rupert Buchel and Henri Hermanus Friberg as the sellers, as amended (the "**IMT SPA**"), together with (ii) that certain Research & Development Agreement, dated April 24, 2018, by and between IMT Information Management Technology AG and imtmedical ag, as amended (the "**IMT R&D Agreement**"), are in an aggregate amount equal to CHF 5,751246 (or US$6,728,958 (assuming an exchange rate of 1.17 USD to CHF)."

2. Amendment to Schedule 1.2(p). Item 4 to Schedule 1.2(p) of the Purchase Agreement is hereby amended to add a new Item 4.12 as follows:

"4.12 RDx failure lab analysis equipment and materials."

3. Amendment to Schedule 1.6. Schedule 1.6 of the Purchase Agreement is hereby amended and restated in its entirety as set forth on Attachment A hereto.

4. Amendment to Schedule 3.11(a). Schedule 3.11(a) of the Purchase Agreement is hereby amended and restated in its entirety as set forth on Attachment B hereto.

5. Amendment to Definitions. Section 11.1 "Certain Definitions" of the Purchase Agreement is amended to include the following definitions in alphabetical order:

"Clinical Data Platform" means the software platform operated by Sellers and/or their Subsidiaries in connection with the Business for managing clinical trials, storing clinical data, and analyzing the clinical data, including all underlying software, code and data for such platform.

"Respiratory Knowledge Portal" means the software platform operated by Sellers and/or their Subsidiaries in connection with the Business for managing patient respiratory care, with data tracking and analytics for improving quality of respiratory care and clinical documentation, including all underlying software, code and data for such platform and patents related primarily to such platform.

6. Allocation Methodology. Attachment C hereto sets forth the Allocation Methodology mutually agreed by the Parties pursuant to Section 9.2 of the Purchase Agreement.

7. Travel Reimbursement. Purchaser agrees to reimburse Sellers and their Subsidiaries with respect to all Transferred Employees who are requested to attend a welcome event with Purchaser occurring the day following Closing for reasonable and documented out-of-pocket travel expenses incurred by any Seller or any of its Subsidiaries and paid to or on behalf of any such Transferred Employees attending such event.

8. Palm Springs. Purchaser shall be responsible for rent payable by Sellers with respect to the month of October 2024 for the Business's Palm Springs, California facility (subject to Section 2.1(a) of the Purchase Agreement).

9. Payroll Transition. The Parties agree the Sellers shall process and pay all payroll amounts incurred as of and on the Closing Date for all Transferred Employees. Purchaser shall begin to process and pay all payroll amounts beginning the day following the Closing Date for all Transferred Employees. This Section 9 shall not modify any Assumed Liabilities.

10. "Tenders".

(a) Brazil: From time to time following the Closing through August 1, 2025, Intermed Equipamento Medico Hospitalar Ltda, a Subsidiary of Sellers ("Intermed"), may submit purchase order(s) for an aggregate across all such purchase orders of up to 80 "Fabian" devices of the Business to fulfill its "tender" obligations to the State of Bahia, Brazil and up to 15 "Bellavista" devices under other "tender" obligations in Brazil, and Purchaser will use commercially reasonable efforts, assuming the existence and availability of inventory, to timely fulfill such purchase order(s) on Purchaser's standard terms. Intermed shall pay to ZOLL a purchase price for any such devices equal the price to be paid to Intermed for such device under the applicable tender.

(b) Italy. The Parties will cooperate in good faith to finalize the terms of and enter into a "net economic benefit" or "NEB" agreement, based on and consistent with the guidelines set forth on Attachment F hereto, pursuant to which Purchaser will fulfil "tender" obligations of Vyaire S.r.l. in consideration for payments to Purchaser or its designee of the net revenue on account of such tenders. Such agreement shall terminate on or before March 31, 2025. From the Closing until the effectiveness of such agreement (which such agreement may address retroactively the Parties' interactions during such period), the Parties will reasonably cooperate in a manner consistent with the foregoing.

11. Effect on Amendment. This Amendment shall constitute and shall be interpreted as a written amendment to the Purchase Agreement, which shall amend the Purchase Agreement in accordance with Section 10.5 of the Purchase Agreement. In the event of a conflict between the terms of the Purchase Agreement and this Amendment, the terms of this Amendment shall control. Except as otherwise amended by this Amendment, all terms and conditions of the Purchase Agreement shall remain in full force and effect. This Amendment shall be deemed incorporated into, and form a part of, the Purchase Agreement and have the same legal validity and effect as the Purchase Agreement. All references to the Purchase Agreement in this Amendment and in any ancillary agreements or documents delivered in connection with the Purchase Agreement shall hereafter refer to the Purchase Agreement as amended by this Amendment, and as it may hereafter be further amended or restated. Each reference in the Purchase Agreement to "this Agreement," "herein," "hereof," "hereunder" or words of similar import shall hereafter be deemed to refer to the Purchase Agreement as amended hereby (except those references in the Purchase Agreement to the "date hereof" or "date of this Agreement" or words or phrases of similar import shall continue to mean September 1, 2024).

12. Additional Provisions. The provisions set forth in Article X (Miscellaneous) of the Purchase Agreement are incorporated herein by reference as if set forth in full herein and shall apply to the terms and provisions of this Amendment and the Parties *mutatis mutandis* as if full set forth herein.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Parties have caused this Amendment to be executed as of the day and year first above written.

PURCHASER:

ZOLL MEDICAL CORPORATION

By: ______________________________
Name: Jonathan Rennert
Its: Chief Executive Officer

SELLERS

VYAIRE HOLDING COMPANY

By: ______________________________
Name: John Bibb
Its: President and Chief Executive Officer, Chief Legal Officer, and Human Resources

VYAIRE MEDICAL, INC.

By: ______________________________
Name: John Bibb
Its: President, Group Chief Executive Officer

BIRD PRODUCTS CORPORATION

By: Vikram Singh Bajaj
Name: Vikram Bajaj
Its: Group Chief Financial Officer

SENSORMEDICS CORPORATION

By: Vikram Singh Bajaj
Name: Vikram Bajaj
Its: Group Chief Financial Officer

VYAIRE MEDICAL 202, INC.

By: Vikram Singh Bajaj
Name: Vikram Bajaj
Its: Group Chief Financial Officer

VYAIRE MEDICAL 203, INC.

By: Vikram Singh Bajaj
Name: Vikram Bajaj
Its: Group Chief Financial Officer

VYAIRE MEDICAL 205, INC.

By: Vikram Singh Bajaj
Name: Vikram Bajaj
Its: Group Chief Financial Officer

VYAIRE MEDICAL 206, INC.

By: Vikram Singh Bajaj
Name: Vikram Bajaj
Its: Group Chief Financial Officer

VYAIRE MEDICAL 211, INC.

By: Vikram Singh Bajaj
Name: Vikram Bajaj
Its: Group Chief Financial Officer

VYAIRE MEDICAL CAPITAL LLC

By: Vyaire Medical LLC
Its: Sole Member and Manager

By: Vikram Singh Bajaj
Name: Vikram Bajaj
Its: Group Chief Financial Officer

VYAIRE MEDICAL CONSUMABLES LLC

By: Vyaire Medical LLC
Its: Sole Member and Manager

By: Vikram Singh Bajaj
Name: Vikram Bajaj
Its: Group Chief Financial Officer

VYAIRE MEDICAL PAYROLL LLC

By: Vyaire Medical LLC
Its: Sole Member and Manager

By: Vikram Singh Bajaj
Name: Vikram Bajaj
Its: Group Chief Financial Officer

BREATHE US HOLDCO, INC.

By: Vikram Singh Bajaj
Name: Vikram Bajaj
Title: Group Chief Financial Officer

BREATHE US HOLDINGS LP

By: Vikram Singh Bajaj
Name: Vikram Bajaj
Title: Group Chief Financial Officer

EME MEDICAL, INC.

By: Vikram Singh Bajaj
Name: Vikram Bajaj
Title: Group Chief Financial Officer

REVOLUTIONARY MEDICAL DEVICES, INC.

By: Vikram Singh Bajaj
Name: Vikram Bajaj
Title: Group Chief Financial Officer

VIASYS HOLDINGS INC.

By: Vikram Singh Bajaj
Name: Vikram Bajaj
Title: Group Chief Financial Officer

VM FINANCE SUB, LLC

By: Vikram Singh Bajaj
Name: Vikram Bajaj
Title: Group Chief Financial Officer

VYAIRE COMPANY

By: Vikram Singh Bajaj
Name: Vikram Bajaj
Title: Group Chief Financial Officer

VYAIRE FINANCIAL HOLDINGS LLC

By: Vikram Singh Bajaj
Name: Vikram Bajaj
Title: Group Chief Financial Officer

VYAIRE MEDICAL BR LLC

By: Vikram Singh Bajaj
Name: Vikram Bajaj
Title: Group Chief Financial Officer

VYAIRE MEDICAL INTERNATIONAL LLC

By: Vikram Singh Bajaj
Name: Vikram Bajaj
Title: Group Chief Financial Officer

VYAIRE MEDICAL LLC

By: Vikram Singh Bajaj
Name: Vikram Bajaj
Title: Group Chief Financial Officer

VYAIRE RECEIVABLES LLC

By: Vikram Singh Bajaj
Name: Vikram Bajaj
Title: Group Chief Financial Officer

VYAIRE RESPIRATORY DIAGNOSTICS LLC

By: Vikram Singh Bajaj
Name: Vikram Bajaj
Title: Group Chief Financial Officer

VYAIRE TSR MIDCO, LLC

By: Vikram Singh Bajaj
Name: Vikram Bajaj
Title: Group Chief Financial Officer

VYAIR TSR SUB, LLC

By: Vikram Singh Bajaj
Name: Vikram Bajaj
Title: Group Chief Financial Officer

VYAIRE FINANCE B.V.

By: ______________________________
Name: Rachel Lisenby
Title: Director