

**Domination and
Profit and Loss Transfer Agreement**

between

Celesio AG, Neckartalstraße 155, 70376 Stuttgart
registered in the commercial register (*Handelsregister*) at the Local Court
(*Amtsgericht*) Stuttgart (HRB 9517)
(“*Celesio*”)

and

Dragonfly GmbH & Co. KGaA, Eschenheimer Anlage 1, 60316 Frankfurt am Main
registered in the commercial register (*Handelsregister*) at the Local Court
(*Amtsgericht*) Frankfurt am Main
(HRB 97726)
(“*Dragonfly*”)

§ 1 Management Control

- (1) Celesio submits the management control (*Leitung*) of its company to Dragonfly. Dragonfly is accordingly entitled to issue instructions (*Weisungen*) to the management board of Celesio with regard to the management control of the company.
- (2) The management board of Celesio is required to comply with the instructions of Dragonfly. Dragonfly is not entitled to issue the instruction to the management board of Celesio to amend, maintain or terminate this Agreement.
- (3) Any instructions require text form (*Textform*) or, if the instructions are issued orally, they shall be confirmed in text form without undue delay.

§ 2 Transfer of Profit

- (1) Celesio undertakes to transfer its entire annual profit (*Gewinnabführung*) to Dragonfly. Subject to establishing or dissolving reserves in accordance with Clause 2 para 2 of this Agreement below, the maximum amount permissible under section 301 German Stock Corporation Act (*Aktiengesetz* – "**AktG**"), as amended from time to time, shall be transferred.
- (2) Celesio may, with the written consent of Dragonfly, allocate parts of its annual profit to other profit reserves if and to the extent permissible under commercial law and as economically justified by reasonable commercial judgement. Upon the written request of Dragonfly, Celesio shall dissolve other profit reserves established during the course of this Agreement and use the proceeds to compensate for any annual loss or transfer the proceeds as profit. Other reserves or profits carried forward from the period prior to the term of this Agreement may neither be transferred as profit nor be used to compensate for any annual loss.
- (3) The obligation to transfer the annual profit applies for the first time to the entire profits generated in the fiscal year of Celesio beginning on 1 January 2015 or for whichever subsequent fiscal year in which this Agreement becomes effective according to Clause 6 para 2 of this Agreement. The obligation according to sentence 1 becomes due upon the end of the fiscal year of Celesio and shall bear interest from this point on at an interest rate of 5% p.a.

§ 3 Assumption of Losses

- (1) Dragonfly is obliged towards Celesio to assume any losses (*Verlustübernahme*) according to the provisions of section 302 AktG in its entirety as amended from time to time.
- (2) The obligation to assume any losses applies for the first time to the entire fiscal year in which this Agreement becomes effective according to Clause 6 para 2 of this Agreement. Clause 2 para 3 sentence 2 applies accordingly to the obligation to assume any losses.

§ 4 Guaranteed Dividend and Recurring Compensation Payment

- (1) Dragonfly guarantees that it will pay to the outside shareholders of Celesio in respect of the fiscal year 2014 of Celesio a certain portion of the profit pursuant to Clause 4 para 3 below as adequate cash compensation ("**Guaranteed Dividend**") (*Garantiedividende*). To the extent that the dividend (including any payments on account) paid in respect of the fiscal year 2014 by Celesio for each share of Celesio falls short of the Guaranteed Dividend, Dragonfly will pay to each outside shareholder of Celesio the corresponding difference per share. Payment of any such difference is due on the first banking day after the ordinary general shareholders' meeting of Celesio for Celesio's fiscal year 2014.
- (2) Dragonfly undertakes to pay to the outside shareholders of Celesio a recurring annual cash compensation ("**Recurring Compensation Payment**") (*Ausgleichszahlung*) from and including the fiscal year of Celesio in relation to which the claim of Dragonfly for the transfer of the annual profit under Clause 2 takes effect, and for the further duration of this Agreement.
- (3) The Guaranteed Dividend and the Recurring Compensation Payment (together "**Recurring Compensation**") amount for each full fiscal year of Celesio for each no-par value registered ordinary voting share (*Aktien ohne Nennbetrag*) in Celesio, representing a mathematical portion of EUR 1.28 in the share capital (each "**Celesio Share**" and when taken together "**Celesio Shares**") to a gross sum (*Bruttobetrag*) of EUR 0.83 minus the amount of any corporate income tax and the solidarity surcharge in accordance with the respective tax rate applicable for these taxes for the relevant fiscal year, whereby this deduction is to be effected only on any portion of the gross sum resulting from profits which are subject to German corporate income tax. When rounded to a full

Cent-amount in accordance with commercial practices, this portion of the gross sum amounts to EUR 0.00, meaning that no deduction is to be carried out in this respect. The Recurring Compensation Payment is due on the first banking day following the ordinary general shareholders' meeting of Celesio for any respective preceding fiscal year but in any event within eight months following expiration of the relevant fiscal year.

- (4) The Guaranteed Dividend is granted for the fiscal year 2014 of Celesio if this Agreement becomes effective in the year 2014. The Recurring Compensation Payment is granted for the first time for the full fiscal year of Celesio for which the claim of Dragonfly for transfer of profit under Clause 2 becomes effective. If this Agreement ends during a fiscal year of Celesio or if Celesio establishes an abbreviated fiscal year (*Rumpfgeschäftsjahr*) for a period during the course of this Agreement, the Recurring Compensation is reduced *pro rata temporis* for the relevant fiscal year.
- (5) If the share capital of Celesio is increased from the reserves in exchange for the issuance of new shares, the Recurring Compensation for each Celesio Share is reduced to such an extent that the total amount of the Recurring Compensation remains unchanged. If the share capital of Celesio is increased by cash contributions and/or contributions in kind, the rights under this Clause 4 also apply for the shares subscribed to by outside shareholders in such capital increase. The beginning of each entitlement of the new shares pursuant to this Clause 4 corresponds to the dividend entitlement set by Celesio when issuing the new shares.
- (6) If an appraisal proceeding (*Spruchverfahren*) according to the German Act on Appraisal Proceedings (*Spruchverfahrensgesetz*) is initiated and the court adjudicates a legally binding higher Guaranteed Dividend and/or Recurring Compensation Payment, the outside shareholders, even if they have already been compensated according to Clause 5, are entitled to demand a corresponding additional payment to the Guaranteed Dividend and/or Recurring Compensation Payment. Likewise all other outside shareholders will be treated in the same way if Dragonfly undertakes to pay a higher Guaranteed Dividend and/or Recurring Compensation Payment to an outside shareholder of Celesio in a court settlement (*gerichtlicher Vergleich*) for the purpose of avoiding or settling judicial appraisal proceedings (*Spruchverfahren*).

§ 5 Compensation

- (1) Dragonfly undertakes upon demand of each outside shareholder of Celesio to purchase such shareholder's Celesio Shares in exchange for a cash compensation ("**Compensation**") (*Abfindung*) in the amount of EUR 22.99 for each Celesio Share.
- (2) The obligation of Dragonfly to purchase Celesio Shares is for a limited period of time. The time limitation period ends two months after the date on which the registration of this Agreement in the commercial register at the registered seat of Celesio has been announced pursuant to section 10 German Commercial Code (*Handelsgesetzbuch* – "**HGB**"). An extension of the time limitation period pursuant to section 305 para. 4 sentence 3 AktG as a result of a motion for determining the Recurring Compensation or Compensation by the court determined according to section 2 of the German Act on Appraisal Proceedings remains unaffected. In this case, the time limitation period ends two months after the date on which the decision on the last motion ruled on has been announced in the Federal Gazette (*Bundesanzeiger*).
- (3) If the share capital of Celesio is increased from the reserves in exchange for the issuance of new shares prior to the expiration of the time limitation period set forth in Clause 5 para 2, the Compensation for each share is reduced to such an extent that the total amount of the Compensation remains unchanged. If the share capital of Celesio is increased prior to the expiration of the time limitation period set forth in Clause 5 para 2 by means of cash contributions and/or contributions in kind, the rights under this Clause 5 also apply for the shares subscribed to by the outside shareholders in such capital increase.
- (4) The transfer of the Celesio Shares for Compensation is free of costs for the outside shareholders of Celesio.
- (5) If an appraisal proceeding pursuant to the German Act on Appraisal Proceedings is initiated and the court adjudicates a legally binding higher Compensation, the outside shareholders, even if they have already been compensated, are entitled to demand a corresponding additional payment to the Compensation. Likewise all other outside shareholders will be treated in the same way if Dragonfly undertakes in a court settlement to pay a higher Compensation to an outside shareholder of Celesio for the purpose of avoiding or settling judicial appraisal proceedings.

- (6) If this Agreement is terminated by notice of termination by Dragonfly or Celesio at a point in time when the time limitation period set forth in Clause 5 para 2 for accepting the Compensation pursuant to Clause 5 para 1 has already expired, each outside shareholder of Celesio at that time is entitled to sell his Celesio Shares held at the time of the termination of this Agreement to Dragonfly in exchange for payment of the Compensation set forth in Clause 5 para 1 for each Celesio Share and Dragonfly is required to purchase the shares of each outside shareholder upon request of such outside shareholder. If the Compensation set forth in Clause 5 para 1 for each Celesio Share is increased by a legally binding decision in judicial appraisal proceedings or in a court settlement for the purpose of avoiding or settling judicial appraisal proceedings, Dragonfly will purchase the shares of the outside shareholders under the preconditions set forth in sentence 1 in exchange for payment of the amount established for each Celesio Share in the judicial appraisal proceedings or the court settlement. The right to sell pursuant to this Clause 5 para 6 is for a limited period of time. The time limitation period ends two months after the date on which the registration of the termination of this Agreement in the commercial register of Celesio is announced pursuant to section 10 HGB. Clause 5 para 3 and Clause 5 para 4 apply accordingly.

§ 6 Effectiveness and Term of this Agreement

- (1) This Agreement requires for its effectiveness each the consent of the general shareholders' meeting of Celesio as well as the consent of the general shareholders' meeting of Dragonfly.
- (2) This Agreement becomes effective upon registration of its existence in the commercial register at the registered seat of Celesio.
- (3) This Agreement is concluded for an indefinite period of time. It can be terminated in writing with a notice period of six month to the end of the fiscal year of Celesio. This Agreement can be terminated for the first time as of the end of the fiscal year that ends at least five years (*Zeitjahre*) (60 months) after the beginning of the fiscal year of Celesio for which the obligation of Celesio to transfer its entire annual profit (*Gewinnabführung*) pursuant to Clause 2 becomes effective.
- (4) Each party can terminate this Agreement for good cause (*wichtiger Grund*) without compliance with any notice period. Good cause exists in particular if

good cause for purposes of German tax law for the termination of this Agreement exists.

- (5) Any notice of termination must be in writing.

§ 7 Comfort Letter

McKesson Corporation with seat in San Francisco, California, USA (“**McKesson**”) indirectly holds 100% of the shares in Dragonfly and in this capacity as indirect shareholder, has without joining the Agreement as a party provided the comfort letter attached for information purposes to this Agreement as an Annex. In this comfort letter McKesson undertakes without limitation and irrevocably to ensure, that Dragonfly will be financially equipped in a way that Dragonfly is at all times able to fulfil all its obligations arising from or in connection with this Agreement completely and in time. This applies in particular to the obligation to compensate losses pursuant to section 302 AktG. McKesson undertakes towards the outside shareholders of Celesio irrevocably and in principle without limitation that Dragonfly fulfils all its obligations towards them arising from or in connection with this Agreement completely and in time, in particular with respect to the Guaranteed Dividend, the Recurring Compensation Payment and the Compensation. To that extent the outside shareholders of Celesio have an own claim according to section 328 para. 1 German Civil Code (*Bürgerliches Gesetzbuch* – “**BGB**”) directed at payment to Dragonfly. This claim and the corresponding liability of McKesson towards the outside shareholders however only apply if Dragonfly does not fulfil its obligations towards the outside shareholders of Celesio arising from or in connection with this Agreement completely and in time and McKesson does not comply with its obligation to equip Dragonfly.

§ 8 Miscellaneous

To the extent a provision of this Agreement is or becomes invalid or impracticable in full or in part, or if this Agreement does not contain a necessary provision, the validity of the remaining provisions of this Agreement shall not be affected. In place of the invalid or impracticable provision, or in order to remedy an omission in this Agreement, an appropriate provision shall apply which corresponds as far as legally permissible to what the Parties intended or would have intended in accordance with the intent and purpose of this Agreement if they had been aware of the provision.

Celesio AG

Stuttgart, 22 May 2014

Dr. Marion Helmes

Speaker of the Management
Board

Stephan Borchert

Member of the Management
Board

Dragonfly GmbH & Co. KGaA

Frankfurt am Main, 22 May 2014

Roger Wade Estey

as managing director of Dragonfly Verwaltungs GmbH with said entity acting in its capacity as general partner of Dragonfly GmbH & Co. KGaA

Willie C. Bogan

as managing director of Dragonfly Verwaltungs GmbH with said entity acting in its capacity as general partner of Dragonfly GmbH & Co. KGaA

Annex: Comfort Letter of McKesson Corporation

[Letterhead of McKesson]

McKesson Corporation, San Francisco, USA

San Francisco, 20 May 2014

Celesio AG
Neckartalstraße 155
70376 Stuttgart
Germany,

Comfort Letter (*Patronatserklärung*)

Dragonfly GmbH & Co. KGaA, Eschenheimer Anlage 1, 60316 Frankfurt am Main, Germany, registered in the commercial register (*Handelsregister*) at the Local Court (*Amtsgericht*) Frankfurt am Main under company number HRB 97726 ("**Dragonfly**"), intends to enter into a domination and profit and loss transfer agreement ("**Agreement**") (*Beherrschungs- und Gewinnabführungsvertrag*) with Celesio AG, Neckartalstraße 155, 70376 Stuttgart, Germany, registered in the commercial register at the Local Court Stuttgart under company number HRB 9517 ("**Celesio**"), with Celesio as the controlled and profit transferring company. McKesson Corporation, a stock corporation incorporated and operating under the laws of Delaware, USA, with registered office in San Francisco / California, USA ("**McKesson**"), indirectly holds 100% of the shares in Dragonfly. McKesson hereby makes the following declarations without joining the Agreement as a party:

1. McKesson undertakes without limitation and irrevocably to ensure, that Dragonfly will be financially equipped in such a way that Dragonfly is at all times able to fulfil all its obligations arising from or in connection with the Agreement completely when they become due. This applies in particular to the obligation to compensate losses pursuant to section 302 German Stock Corporation Act (*Aktiengesetz – AktG*).
2. McKesson undertakes without limitation and irrevocably vis-à-vis the outside shareholders of Celesio that Dragonfly fulfils all its obligations towards them arising from or in connection with the Agreement completely and in time, in particular with respect to the guaranteed dividend (*Garantiedividende*), the recurring compensation payment (*Ausgleichszahlung*) and the cash compensation (*Abfindung*). To that extent the outside shareholders of Celesio have an own claim according to section 328 para. 1 German Civil Code (*Bürgerliches Gesetzbuch – BGB*) directed at payment to Dragonfly. McKesson's liability pursuant to the two preceding sentences does, however, only apply if Dragonfly does not fulfil its obligations towards the outside shareholders of Celesio arising from or in connection with the Agreement completely and in time and McKesson does not comply with its obligation to equip Dragonfly pursuant to Section 1 of this Comfort Letter.
3. This Comfort Letter is subject to the law of the Federal Republic of Germany. McKesson hereby acknowledges German courts and the courts of Stuttgart to be competent with regard to any disputes and claims under or in connection with this Comfort Letter. In this

NON-BINDING ENGLISH CONVENIENCE TRANSLATION

regard, McKesson acknowledges the enforceability of final decisions of German courts. Dragonfly, Att. the Management, Eschenheimer Anlage 1, 60316 Frankfurt am Main, Germany shall be the agent for services of process (*Zustellungsbevollmächtigte*) in Germany for all proceedings under or in connection with this Comfort Letter

San Francisco, 20 May 2014

McKesson Corporation

John H. Hammergren

President and Chief Executive Officer

Willie C. Bogan

Secretary