COGENTIX MEDICAL INC /DE/

Filed by

CAMDEN MERGER SUB, INC.

FORM SC 13D

(Statement of Beneficial Ownership)

Filed 03/21/18

Address	5420 FELTL ROAD
	MINNETONKA, MN, 55343
Telephone	(952) 426-6140
CIK	0000894237
Symbol	CGNT
SIC Code	3845 - Electromedical and Electrotherapeutic Apparatus
Industry	Advanced Medical Equipment & Technology
Sector	Healthcare
Fiscal Year	12/31

UNITED STATES
SECURITIES AND EXCHANGE COMMISSION

Washington, D.C. 20549

SCHEDULE 13D

Under the Securities Exchange Act of 1934
(Amendment No.)*

COGENTIX MEDICAL, INC.

(Name of Issuer)

Common Stock, par value $0.01 per share

(Title of Class of Securities)

19243A104

(CUSIP Number)

James C.H. Lee
K&L Gates LLP
599 Lexington Avenue
New York, NY 10022
(212) 536-3900

(Name, Address and Telephone Number of Person
Authorized to Receive Notices and Communications)

March 11, 2018

(Date of Event which Requires Filing of this Statement)

If the filing person has previously filed a statement on Schedule 13G to report the acquisition that is the subject of this Schedule 13D, and is filing this schedule because of §§240.13d-1(e), 240.13d-1(f) or 240.13d-1(g), check the following box. ☐

Note : Schedules filed in paper format shall include a signed original and five copies of the schedule, including all exhibits. See §240.13d-7 for other parties to whom copies are to be sent.

* The remainder of this cover page shall be filled out for a reporting person's initial filing on this form with respect to the subject class of securities, and for any subsequent amendment containing information which would alter disclosures provided in a prior cover page.

The information required on the remainder of this cover page shall not be deemed to be "filed" for the purpose of Section 18 of the Securities Exchange Act of 1934, as amended (the " Exchange Act ") or otherwise subject to the liabilities of that section of the Exchange Act but shall be subject to all other provisions of the Exchange Act (however, see the Notes).

1.	Names of Reporting Persons. Investor AB	
2.	Check the Appropriate Box if a Member of a Group (See Instructions) (a) ☐ (b) ☐	
3.	SEC Use Only	
4.	Source of Funds (See Instructions) OO	
5.	Check if Disclosure of Legal Proceedings Is Required Pursuant to Items 2(d) or 2(e) ☐	
6.	Citizenship or Place of Organization Sweden	
Number of Shares Beneficially Owned by Each Reporting Person With	7. Sole Voting Power None	
	8. Shared Voting Power 36,180,756	
	9. Sole Dispositive Power None	
	10. Shared Dispositive Power None	
11.	Aggregate Amount Beneficially Owned by Each Reporting Person 36,180,756 [1]	
12.	Check if the Aggregate Amount in Row (11) Excludes Certain Shares (See Instructions) ☐	
13.	Percent of Class Represented by Amount in Row (11) 59.4% [2]	

14.	Type of Reporting Person (See Instructions) OO

[1] An aggregate of 36,180,756 shares of Cogentix Medical, Inc. (the "Issuer") common stock (as represented to Parent and Purchaser by each of the Supporting Stockholders (as defined herein)) are subject to Tender and Support Agreements, each dated as of March 11, 2018 (collectively, the "Tender and Support Agreements"), which (i) have been entered into by LM US Parent, Inc. ("Parent"), an indirect subsidiary of, and controlled by, Investor AB ("Investor AB"), and Camden Merger Sub, Inc. ("Purchaser"), a wholly-owned subsidiary of Parent, on one hand, and each of Lewis C. Pell and Accelmed Growth Partners, L.P. (each, a "Supporting Stockholder"), on the other hand, and (ii) obligate each Supporting Stockholder to tender his or its Shares into the Offer and otherwise support the transactions contemplated by the Merger Agreement (as each term and description thereof is defined and discussed in Items 2 and 4). Based on the number of shares of Issuer common stock outstanding as of the close of business on March 6, 2018 (as represented by the Issuer in the Merger Agreement), the aggregate number of shares of Issuer common stock covered by the Tender and Support Agreements represents approximately 59.4% of the outstanding Issuer common stock.

[2] See Note 1.

1.	Names of Reporting Persons. LM US Parent, Inc.	
2.	Check the Appropriate Box if a Member of a Group (See Instructions) (a) ☐ (b) ☐	
3.	SEC Use Only	
4.	Source of Funds (See Instructions) OO	
5.	Check if Disclosure of Legal Proceedings Is Required Pursuant to Items 2(d) or 2(e) ☐	
6.	Citizenship or Place of Organization Delaware	
Number of Shares Beneficially Owned by Each Reporting Person With	7. Sole Voting Power None	
	8. Shared Voting Power 36,180,756	
	9. Sole Dispositive Power None	
	10. Shared Dispositive Power None	
11.	Aggregate Amount Beneficially Owned by Each Reporting Person 36,180,756 [3]	
12.	Check if the Aggregate Amount in Row (11) Excludes Certain Shares (See Instructions) ☐	
13.	Percent of Class Represented by Amount in Row (11) 59.4% [4]	

14.	Type of Reporting Person (See Instructions) CO

[3] An aggregate of 36,180,756 shares of the Issuer common stock (as represented to Parent and Purchaser by each of the Supporting Stockholders) are subject to the Tender and Support Agreements, each of which obligate each Supporting Stockholder to tender his or its Shares into the Offer and otherwise support the transactions contemplated by the Merger Agreement (as discussed in Items 2 and 4). Based on the number of shares of Issuer common stock outstanding as of the close of business on March 6, 2018 (as represented by the Issuer in the Merger Agreement), the aggregate number of shares of Issuer common stock covered by the Tender and Support Agreements represents approximately 59.4% of the outstanding Issuer common stock.

[4] See Note 3.

1.	Names of Reporting Persons. Camden Merger Sub, Inc.	
2.	Check the Appropriate Box if a Member of a Group (See Instructions) (a) ☐ (b) ☐	
3.	SEC Use Only	
4.	Source of Funds (See Instructions) OO	
5.	Check if Disclosure of Legal Proceedings Is Required Pursuant to Items 2(d) or 2(e) ☐	
6.	Citizenship or Place of Organization Delaware	
Number of Shares Beneficially Owned by Each Reporting Person With	7. Sole Voting Power None	
	8. Shared Voting Power 36,180,756	
	9. Sole Dispositive Power None	
	10. Shared Dispositive Power None	
11.	Aggregate Amount Beneficially Owned by Each Reporting Person 36,180,756 [5]	
12.	Check if the Aggregate Amount in Row (11) Excludes Certain Shares (See Instructions) ☐	
13.	Percent of Class Represented by Amount in Row (11) 59.4% [6]	

14.	Type of Reporting Person (See Instructions) CO

[5] An aggregate of 36,180,756 shares of the Issuer common stock (as represented to Parent and Purchaser by each of the Supporting Stockholders) are subject to the Tender and Support Agreements, each of which obligate each Supporting Stockholder to tender his or its Shares into the Offer and otherwise support the transactions contemplated by the Merger Agreement (as discussed in Items 2 and 4). Based on the number of shares of Issuer common stock outstanding as of the close of business on March 6, 2018 (as represented by the Issuer in the Merger Agreement), the aggregate number of shares of Issuer common stock covered by the Tender and Support Agreements represents approximately 59.4% of the outstanding Issuer common stock.

[6] See Note 3.

Item 1. Security and Issuer

This Schedule 13D relates to shares of common stock, par value $0.01 per share (the "Shares") of Cogentix Medical, Inc., a Delaware corporation (the "Issuer"). The principal executive offices of the Issuer are located at 5420 Feltl Road, Minnetonka, Minnesota 55343.

Item 2. Identity and Background

This Schedule 13D is being filed jointly, pursuant to a joint filing agreement included as Exhibit 1 hereto, by:

(i) Investor AB, a publicly held limited liability company organized under the laws of Sweden ("Investor AB"). The principal office of Investor AB is Arsenalsgatan 8c, SE-103 32, Stockholm, Sweden. Investor AB is a diversified industrial holding company engaged principally in the business of making investments in securities.

(ii) LM US Parent, Inc., a Delaware corporation ("Parent"). The principal office of Parent is 400 Avenue D, Suite 10, Williston, Vermont 05495. Parent is a holding company for other entities that are engaged in the development, manufacture, and marketing of medical devices and disposables in urology, gynecology, and colorectal fields.

(iii) Camden Merger Sub, Inc., a Delaware corporation ("Purchaser" and together with Parent and Investor AB, the "Reporting Persons"). The principal office of Purchaser is 400 Avenue D, Suite 10, Williston, Vermont 05495. Purchaser is a wholly-owned subsidiary of Parent formed for purposes of entering into the Merger described in Item 4.

The name, business address, present principal occupation or employment and certain other information relating to each of the directors and executive officers of the Reporting Persons is set forth on Schedule A hereto, and is incorporated by reference.

During the last five years, none of the Reporting Persons nor, to the best of the Reporting Persons' knowledge, any of the persons listed on Schedule A attached hereto have (i) been convicted in a criminal proceeding (excluding traffic violations or similar misdemeanors) or (ii) been a party to a civil proceeding of a judicial or administrative body of competent jurisdiction and as a result of such proceeding was or is subject to a judgment, decree or final order enjoining future violations of, or prohibiting or mandating activities subject to, U.S. federal or state securities laws or finding any violation with respect to such laws.

Item 3. Source and Amount of Funds or Other Consideration

Not applicable, as no funds were necessary, or procured, in connection with the Tender and Support Agreements (as defined herein). The Supporting Stockholders (as defined herein) entered into the Tender and Support Agreements as an inducement to Parent's and Purchaser's willingness to enter into the Merger Agreement described in Item 4 of this Schedule 13D. The Shares to which this Schedule 13D relates have not been purchased by any Reporting Person and no payments were made by or on behalf of any Reporting Person in connection with the execution of the Tender and Support Agreements.

Item 4. Purpose of Transaction

As described in Item 4 below, this statement is being filed in connection with the Merger Agreement and the Tender and Support Agreements (as defined below).

As a general matter, (i) the purpose of the Offer is for Investor AB, through Parent and Purchaser, to acquire control of, and the entire equity interest in, the Issuer through the acquisition of all outstanding Shares and (ii) the purpose of the Merger is to acquire all outstanding Shares not tendered and purchased in connection with the Offer. Each of the Offer and the Merger are described in further detail below.

On March 11, 2018, Purchaser, Parent and the Issuer entered into an Agreement and Plan of Merger (the "Merger Agreement"), [7] pursuant to which Purchaser shall (and Parent shall cause Purchaser to) commence (within the meaning of Rule 14d-2 of the Securities Exchange Act of 1934, as amended (the "Exchange Act")) a cash tender offer (the "Offer") to purchase any and all of the issued and outstanding Shares at a price per Share of $3.85 (such amount or any different amount per share that may be paid pursuant to the Offer being hereinafter referred to as the "Offer Price") net to the seller in cash, without interest, less any applicable withholding taxes, on the terms and subject to the conditions set forth in the Merger Agreement. The obligation of Purchaser to consummate the Offer (including accepting for payment and paying for Shares validly tendered (and not withdrawn) pursuant to the Offer) is subject to various conditions, including, among other conditions, the condition that there will be validly tendered in the Offer and not validly withdrawn immediately prior to any then scheduled Expiration Time that number of Shares which, together with the shares beneficially owned by Parent or Purchaser (if any), represents at least a majority of the Shares then outstanding (determined on a fully diluted basis (which assumes conversion or exercise of all options and other convertible or derivative securities regardless of the conversion or exercise price, the vesting schedule or other terms and conditions thereof), and excluding Shares tendered pursuant to guaranteed delivery procedures that have not yet been "received," as such term is defined in Section 251(h) of the General Corporation Law of the State of Delaware (the "DGCL"), by the depositary for the Offer pursuant to such procedures).

As soon as practicable after the consummation of the Offer and satisfaction or, to the extent permitted by the Merger Agreement, waiver of the other conditions to Parent's and Purchaser's obligations to consummate the Merger, Purchaser will merge with and into the Issuer in accordance with the Merger Agreement, with the Issuer continuing as the surviving corporation (the "Surviving Corporation") and a wholly-owned subsidiary of Parent (the "Merger"). Upon consummation of the Merger, each Share issued and outstanding immediately prior to the effective time of the Merger (other than (i) Shares held by the Issuer as treasury stock, owned by Parent, Purchaser, Investor AB or any subsidiary of the Issuer (which will be cancelled without consideration in the Merger); or (ii) Shares held by stockholders who properly exercise (and do not fail to perfect or otherwise lose) appraisal rights under the DGCL (which will be converted in the Merger into the right to receive the appraised value of such Shares)) will be converted into the right to receive the Offer Price, net to the seller in cash, without interest thereon and subject to any required tax withholding.

[7] Terms used in this Item 4, but not otherwise defined, herein shall have the meanings ascribed to such terms in the Merger Agreement.

As a condition and inducement to the willingness of Parent and Purchaser to enter into the Merger Agreement, concurrently with execution and delivery of the Merger Agreement, Parent and Purchaser, on one hand, and each of Lewis C. Pell and Accelmed Growth Partners, L.P. (each, a "Supporting Stockholder"), on the other hand, entered into Tender and Support Agreements, each dated as of March 11, 2018 (the "Tender and Support Agreements"), pursuant to which each Supporting Stockholder agreed to tender its or his Shares into the Offer and otherwise support the transactions contemplated by the Merger Agreement. More specifically, the Tender and Support Agreements provide that each Supporting Stockholders will promptly (and, in any event, no later than five Business Days after the commencement of the Offer) validly tender, or cause to be validly tendered, into the Offer, pursuant to and in accordance with the terms of the Offer, all of the outstanding Shares beneficially owned (determined in accordance with Rule 13d-3(d)(1)(i) of the Exchange Act) by such Supporting Stockholder.

Each Tender and Support Agreement also provides that, during the Support Period (as defined below), the Supporting Stockholders will vote their Subject Shares against any (i) Company Competing Proposal, (ii) reorganization, recapitalization, dissolution, liquidation or winding-up of the Company or any other extraordinary transaction involving the Company or any of its subsidiaries other than the Merger, (iii) corporate action the consummation of which would frustrate the purposes, or prevent or delay the consummation, of any of the transactions contemplated by the Merger Agreement, or (iv) other matter relating to, or in connection with, any of the foregoing matters.

Under the Tender and Support Agreements, each Supporting Stockholder grants a proxy appointing Parent as such Supporting Stockholder's attorney-in-fact and proxy, with full power of substitution, for and in such Supporting Stockholder's name, to vote, express consent or dissent, or otherwise to utilize the voting power in the Tender and Support Agreement.

The "Support Period" is defined under the Tender and Support Agreements as the period from the date of such Tender and Support Agreements until the earliest to occur of (i) the Offer Acceptance Time, (ii) the termination of such Tender and Support Agreement by mutual written consent of Parent and the applicable Supporting Stockholder, (iii) the date of a Qualifying Termination (as defined below) of the Merger Agreement, and (iv) the date that is six months following the date of a Non-Qualifying Termination (as defined below) of the Merger Agreement.

Under the Tender and Support Agreements, a "Qualifying Termination" of the Merger Agreement means a termination of the Merger Agreement, in accordance with its terms, other than a termination (i) by the Company if the Company Board has authorized the Company to make a Change in Company Recommendation as a result of a Company Superior Proposal and, substantially concurrently with such termination, the Company enters into a Superior Proposal Acquisition Agreement relating to such Company Superior Proposal, (ii) by Parent if the Company Board has made a Company Change of Recommendation or otherwise approved, endorsed or recommended a Competing Company Proposal, or (iii) by Parent if a breach of any representation or warranty or failure to perform any covenant or obligation contained in the Merger Agreement on the part of the Company has occurred that would cause a failure of the Offer Conditions and the Company cannot use commercially reasonable efforts to cure such failure by the earlier of the End Date and thirty days following the date on which Parent gives the Company notice of such breach (each of clauses (i), (ii) and (iii) above, a "Non-Qualifying Termination").

In the event of (i) the valid termination of the Merger Agreement pursuant to a Non-

Qualifying Termination or (ii) a Company Change of Recommendation in compliance with the terms of the Merger Agreement, then the number of Subject Shares subject to the provisions of the Tender and Support Agreements will be automatically reduced pro rata such that the aggregate number of Subject Shares will represent no more than that number of Shares which, when taken together with 50% of the outstanding Shares not beneficially owned by Supporting Stockholders, will represent one Share less than 50% of the outstanding Shares.

Shared voting power with respect to the Shares owned by the Supporting Stockholders may be deemed to have been acquired by the Reporting Persons through execution of the Tender and Support Agreements by the parties thereto.

Schedule B attached hereto contains the names and number of Shares beneficially held by each Supporting Stockholder (as represented to Purchaser and Parent by each of the Supporting Stockholders).

At the effective time of the Merger, (i) the certificate of incorporation of the Surviving Corporation will be amended and restated in its entirety as set forth in an exhibit to the Merger Agreement, (ii) the bylaws of Purchaser, as in effect immediately prior to the effective time of the Merger, will be the bylaws of the Surviving Corporation and (iii) the directors and officers of Purchaser immediately prior to the effective time of the Merger will be the initial directors and officers of the Surviving Corporation. Upon consummation of the Merger, the Issuer (i.e., the Surviving Corporation) will become a direct, wholly-owned subsidiary of Parent and indirect subsidiary of Investor AB and, following consummation of the Merger, Parent intends to cause the Surviving Corporation to be delisted from the NASDAQ Capital Market and deregistered under the Exchange Act.

Except as set forth in this Schedule 13D and in connection with the Merger described above, the Reporting Persons do not have any plan or proposals that relate to or would result in any of the transactions described in paragraphs (a) through (j) of Item 4 of Schedule 13D.

The foregoing descriptions of the material terms of the Merger Agreement and the Tender and Support Agreements are only summaries, and are qualified in their entirety by reference to such agreements. A copy of the Merger Agreement, listed as Exhibit 2.1 hereto, is incorporated by reference to Exhibit 2.1 to the Issuer's Current Report on Form 8-K filed with the Securities and Exchange Commission ("SEC") on March 12, 2018 and is incorporated by reference herein. Copies of the Tender and Support Agreements are attached as Exhibits 99.1 and 99.2 to the Current Report on Form 8-K filed by Issuer with the SEC on March 12, 2018 and are incorporated by reference herein.

This Schedule 13D is neither an offer to purchase nor a solicitation of an offer to sell securities. The tender offer for the outstanding Shares described in this Schedule 13D has not yet commenced. At the time the planned offer is commenced Purchaser will file a tender offer statement on Schedule TO with the SEC and the Company will file a solicitation/recommendation statement on Schedule 14D-9 with respect to the planned offer. THE TENDER OFFER STATEMENT (INCLUDING AN OFFER TO PURCHASE, A RELATED LETTER OF TRANSMITTAL AND OTHER OFFER DOCUMENTS) AND THE SOLICITATION/RECOMMENDATION STATEMENT, AS WELL AS ANY AMENDMENTS OR SUPPLEMENTS TO THESE DOCUMENTS, WILL CONTAIN IMPORTANT INFORMATION THAT SHOULD BE READ CAREFULLY BEFORE ANY DECISION IS MADE WITH RESPECT TO THE OFFER. Those materials will be made available to the Company's security holders for free. In addition, all of those materials (and all other offer documents filed with the SEC) will be available at no charge on the SEC's

website: www.sec.gov.

Item 5. Interest in Securities of the Issuer

(a) and (b) Other than those Shares that may be deemed to be beneficially owned by the Reporting Persons in connection with the Tender and Support Agreements, the Reporting Persons have not acquired and, for the purposes of Rule 13d-4 promulgated under the Exchange Act, do not beneficially own any other Shares.

As a result of the Tender and Support Agreements, the Reporting Persons may be deemed to have the power to vote up to an aggregate of 36,180,756 Shares (as represented to Purchaser and Parent by each of the Supporting Stockholders) against certain matters set forth in Item 4 above, and thus, for the purpose of Rule 13d-3 promulgated under the Exchange Act, the Reporting Persons may each be deemed to be the beneficial owner of an aggregate of 36,180,756 Shares. All Shares that may be deemed to be beneficially owned by the Reporting Persons constitute approximately 59.4% of the issued and outstanding Shares as of March 6, 2018 (as represented by the Issuer in the Merger Agreement with respect to capitalization).

The Reporting Persons are not entitled to any rights as stockholders of the Issuer as to the Shares covered by the Tender and Support Agreements, except as otherwise expressly provided in the Tender and Support Agreements.

Except as set forth in this Item 5(a), none of the Reporting Persons nor, to the knowledge of the Reporting Persons, any of the persons named in Schedule A hereto beneficially own any Shares.

(c) Except for the Merger Agreement and the Tender and Support Agreements described above, to the knowledge of the Reporting Persons, no transactions in the class of securities reported have been effected during the past 60 days by any person named in Schedule A or Item 5(a).

(d) To the knowledge of the Reporting Persons, no person other than the Supporting Stockholders has the right to receive or the power to direct the receipt of dividends from, or the proceeds from the sale of, the securities of the Issuer reported herein.

(e) Inapplicable.

Item 6. Contracts, Arrangements, Understandings or Relationships With Respect to Securities of the Issuer

The information set forth or incorporated by reference in Items 3 and 4 of this Schedule 13D is hereby incorporated by reference in this Item 6.

In connection with the Offer and the Merger, and concurrently with entering into the Merger Agreement, [8] Parent and Purchaser have received an equity commitment letter dated March 11, 2018 (the "Equity Commitment Letter"), pursuant to which Laborie Medical Technologies Canada ULC, an unlimited liability company organized under the laws of British Columbia and an affiliate of Parent, Purchaser and Investor AB ("LMTC"), has committed to contribute, subject to the terms and conditions of the Equity Commitment Letter, to Parent an amount of cash up to the aggregate amount of all consideration payable pursuant to the Merger Agreement, plus amounts payable by Parent and Purchaser in

[8] Terms used in this Item 6, but not otherwise defined, herein shall have the meanings ascribed to such terms in the Merger Agreement.

connection with the transactions contemplated by the Merger Agreement, plus all reasonable costs and expenses incurred by the Company in connection with the enforcement of the Equity Commitment Letter by the Company (such committed equity financing, the "Equity Financing"). The funding of the Equity Financing in connection with the Closing is subject to the satisfaction, or express written waiver by Parent and Purchaser, of all of the conditions of the Offer in the Merger Agreement as of the Expiration Date and the contemporaneous acceptance for payment by the Purchaser of all Shares validly tendered and not validly withdrawn pursuant to the Offer. LMTC's equity commitment is subject to reduction in the event Parent and Purchaser do not require all of the Equity Financing in order to satisfy their obligations.

The Equity Commitment Letter also includes a guarantee by LMTC in favor of the Company, in respect of all of the payment obligations of Parent and Purchaser under the Merger Agreement, provided that in no event will LMTC's aggregate liability thereunder exceed an amount equal to the aggregate of the consideration payable pursuant to the Merger Agreement, were the Offer Acceptance Time and the Closing to have occurred, plus any reasonable fees and expenses of the Company actually incurred and documented in connection with the enforcement of an award of damages arising out of a willful breach by Parent or Purchaser of their respective obligations under the Merger Agreement (or, in the case of a termination of the Merger Agreement under circumstances in which the Parent Termination Fee is required to be paid, the Parent Termination Fee).

The Company is a third party beneficiary of the Equity Commitment Letter.

All obligations under the Equity Commitment Letter, will terminate upon the earliest to occur of (i) the consummation of the closing of the Merger, if such closing occurs and all payments required to be made by Parent and Purchaser at such closing are made, (ii) the valid termination of the Merger Agreement pursuant to its terms and in circumstances where no Guaranteed Obligations (as defined in the Equity Commitment Letter) are payable (a "Non-Triggering Termination"), (iii) the date that is 180 days after any termination of the Merger Agreement (other than a Non-Triggering Termination) unless the Company has commenced litigation or arbitration against LMTC under and pursuant to the Equity Commitment Letter prior to the 180th day following such termination (in which case the Equity Commitment Letter will terminate only upon the final, non-appealable resolution of such litigation or arbitration and/or satisfaction by LMTC of any obligations finally determined or agreed to be owed by LMTC, consistent with the terms of the Equity Commitment Letter, and (iv) the assertion by or on behalf of the Company or its affiliates in any litigation of any claim against LMTC, Parent, Purchaser or any Non-Recourse Party (as defined in the Equity Commitment Letter) other than as expressly permitted by the Equity Commitment Letter.

A copy of the Equity Commitment Letter is attached as Exhibit 5 to this Schedule 13D and is incorporated by reference herein.

Except for the Merger Agreement, the Tender and Support Agreements and the Equity Commitment Letter described above, to the knowledge of the Reporting Persons, there are no contracts, arrangements, understandings or relationships (legal or otherwise), including, but not limited to, transfer or voting of any of the securities, finder's fees, joint ventures, loan or option arrangements, puts or calls, guarantees of profits, division of profits or loss, or the giving or withholding of proxies, among the persons named in Item 2 or between such persons and any other person, with respect to any securities of the Issuer, including any securities pledged or otherwise subject to a contingency the occurrence of which would give another person voting power or investment power over such securities.

Item 7. Material to Be Filed as Exhibits

	Exhibit 1:	Joint Filing Agreement, dated as of March 21, 2018, by and among Issuer, Parent and Purchaser*
	Exhibit 2:	Agreement and Plan of Merger, dated as of March 11, 2018, by and among Issuer, Parent, and Purchaser (incorporated by reference to Exhibit 2.1 to the Current Report on Form 8-K filed by Issuer with the SEC on March 12, 2018)
	Exhibit 3:	Tender and Support Agreement, dated as of March 11, 2018, by and among Pell, Parent and Purchaser (incorporated by reference to Exhibit 99.1 to the Current Report on Form 8-K filed by Issuer with the SEC on March 12, 2018)
	Exhibit 4:	Tender and Support Agreement, dated as of March 11, 2018, by and among Accelmed, Parent and Purchaser (incorporated by reference to Exhibit 99.2 to the Current Report on Form 8-K filed by Issuer with the SEC on March 12, 2018)
	Exhibit 5:	Equity Commitment Letter, dated as of March 11, 2018, by and among Parent, Purchaser and LMTC*

* Filed herewith.

Signature

After reasonable inquiry and to the best of my knowledge and belief, I certify that the information set forth in this statement is true, complete and correct.

INVESTOR AB

By: /s/ Petra Hedengran
Name: Petra Hedengran
Title: General Counsel

By: /s/ Helena Saxon
Name: Helena Saxon
Title: Chief Financial Officer

LM US PARENT, INC.

By: /s/ Walter Stothers
Name: Walter Stothers
Title: Chief Financial Officer

CAMDEN MERGER SUB, INC.

By: /s/ Walter Stothers
Name: Walter Stothers
Title: Secretary

Exhibit Index

Exhibit 1	Joint Filing Agreement, dated as of March 21, 2018, by and among Issuer, Parent and Purchaser*
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Exhibit 3	Tender and Support Agreement, dated as of March 11, 2018, by and among Pell, Parent and Purchaser (incorporated by reference to Exhibit 99.1 to the Current Report on Form 8-K filed by Issuer with the SEC on March 12, 2018)
Exhibit 4	Tender and Support Agreement, dated as of March 11, 2018, by and among Accelmed, Parent and Purchaser (incorporated by reference to Exhibit 99.2 to the Current Report on Form 8-K filed by Issuer with the SEC on March 12, 2018)
Exhibit 5	Equity Commitment Letter, dated as of March 11, 2018, by and among Parent, Purchaser and LMTC*

* Filed herewith.

EXHIBIT 1

JOINT FILING AGREEMENT

In accordance with Rule 13d-1(k) of the Securities Exchange Act of 1934, as amended, the undersigned agree to the joint filing on behalf of each of them of a Statement on Schedule 13D (including any and all amendments thereto) with respect to the Common Shares of Cogentix Medical, Inc. and further agree that this Joint Filing Agreement shall be included as an Exhibit to such joint filing.

The undersigned further agree that each party hereto is responsible for timely filing of such statement on Schedule 13D and any amendments thereto, and for the completeness and accuracy of the information concerning such party contained therein, provided that no party is responsible for the completeness and accuracy of the information concerning the other party, unless such party knows or has reason to believe that such information is inaccurate.

This Joint Filing Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original instrument, but all of such counterparts together shall constitute but one agreement.

INVESTOR AB

By: /s/ Petra Hedengran
Name: Petra Hedengran
Title: General Counsel

By: /s/ Helena Saxon
Name: Helena Saxon
Title: Chief Financial Officer

LM US PARENT, INC.

By: /s/ Walter Stothers
Name: Walter Stothers
Title: Chief Financial Officer

CAMDEN MERGER SUB, INC.

By: /s/ Walter Stothers
Name: Walter Stothers
Title: Secretary

Schedule A

EXECUTIVE OFFICERS AND DIRECTORS OF INVESTOR AB

The name, title and present principal occupation or employment of each of the directors and executive officers of Investor AB are set forth below. The current business address of each such executive officer is AB is Arsenalsgatan 8c, SE-103 32, Stockholm, Sweden, and the current business phone number at such office is +46 8 614 20 00.

Name	Principal Occupation	Country of Citizenship
Jacob Wallenberg	Chairperson	Sweden
Marcus Wallenberg	Vice Chairperson	Sweden
Josef Ackerman	Director	Switzerland
Gunnar Brock	Director	Sweden
Johan Forssell	Director, President and CEO	Sweden
Magdalena Gerger	Director	Sweden
Tom Johnstone, CBE	Director	United Kingdom
Grace Reksten Skaugen	Director	Norway
Hans Straberg	Director	Sweden
Lena Treschow Torell	Director	Sweden
Sara Ohrvall	Director	Sweden
Petra Hedengran	General Counsel, Head of Corporate Governance	Sweden
Daniel Nodhall	Head of Listed Core Investments	Sweden
Helena Saxon	Chief Financial Officer	Sweden
Stefan Stern	Head of Corporate Relations, Sustainability and Communications	Sweden
Jessica Häggström	Head of Human Resources	Sweden
Christian Cederholm	Co-Head of Patricia Industries	Sweden
Noah Walley	Co-Head of Patricia Industries	United States / United Kingdom*

* Mr. Walley holds dual citizenship.

[Details regarding LM US Parent, Inc. Continue on Next Page.]

EXECUTIVE OFFICERS AND DIRECTORS OF LM US PARENT, INC.

The name, title and present principal occupation or employment of each of the directors and executive officers of LM US Parent, Inc. are set forth below. The current business address of each such executive officer is 400 Avenue D, Suite 10, Williston, Vermont 05495, and the current business phone number at such office is (800)522-6743.

Name	Principal Occupation	Country of Citizenship
Michael Frazzette	Director and Chief Executive Officer	United States
Walter Stothers	Director and Chief Financial Officer	Canada / United Kingdom*
Marina Katsimitsoulias	Secretary	Canada / Greece**

* Mr. Stothers holds dual citizenship.
* Ms. Katsimitsoulias holds dual citizenship.

[Details regarding Camden Merger Sub, Inc. Continue on Next Page.]

EXECUTIVE OFFICERS AND DIRECTORS OF CAMDEN MERGER SUB, INC.

The name, title and present principal occupation or employment of each of the directors and executive officers of Camden Merger Sub, Inc. are set forth below. The current business address of each such executive officer is 400 Avenue D, Suite 10, Williston, Vermont 05495, and the current business phone number at such office is (800)522-6743.

Name	Principal Occupation	Country of Citizenship
Michael Frazzette	Director and President	United States
Walter Stothers	Director and Secretary	Canada / United Kingdom*

* Mr. Stothers holds dual citizenship.

** ** ** ** **

Schedule B

Stockholder	Shares Beneficially Owned (1)
Lewis C. Pell	20,051,723
Accelmed Growth Partners, L.P.	16,129,033

(1) As of March 11, 2018, as provided by each applicable Supporting Stockholder

Execution Version

March 11, 2018

LM US Parent, Inc.
400 Avenue D, Suite 10
Williston, VT 05495

Camden Merger Sub, Inc.
400 Avenue D, Suite 10
Williston, VT 05495

Re: Letter Agreement

Ladies and Gentlemen:

Laborie Medical Technologies Canada ULC, an unlimited liability company incorporated under the laws of British Columbia (" Investor "), is pleased to offer this (i) commitment, subject to the terms and conditions contained herein, in connection with that certain Agreement and Plan of Merger, dated as of March 11, 2018 (as it may be amended or supplemented from time to time in accordance with its terms, the " Merger Agreement "), by and among Cogentix Medical, Inc., a Delaware corporation (the " Company "), LM US Parent, Inc., a Delaware corporation (" Parent "), and Camden Merger Sub, Inc., a Delaware corporation and a wholly owned subsidiary of Parent (" Merger Sub "), pursuant to which Merger Sub will merge with and into the Company (the " Merger "), with the Company surviving the merger as a wholly owned subsidiary of Parent, and (ii) guarantee of the payment obligations of Parent and Merger Sub under the Merger Agreement, subject to the terms and conditions therein. This letter agreement is being delivered by Investor to Parent and Merger Sub solely in connection with the execution of the Merger Agreement, and to induce the Company to enter into the Merger Agreement. Capitalized terms used but not otherwise defined herein have the meanings ascribed to such terms in the Merger Agreement. All payments hereunder shall be made in lawful money of the United States, in immediately available funds.

1. **Commitment** . Subject to the terms and conditions set forth in this letter agreement (including Section 2), Investor hereby agrees to contribute, or cause to be contributed as an equity contribution to Parent or Merger Sub, a maximum aggregate amount of cash up to the aggregate amount of all consideration payable pursuant to the Merger Agreement, plus Parent Expenses (as defined below) plus all reasonable costs and expenses (including reasonable attorneys' fees and expenses) incurred by the Company in connection with enforcement hereunder by the Company, if applicable (together, the " Commitment ") solely for purposes of funding:

(a) the payment (i) at the Offer Acceptance Time of the aggregate amount payable to holders of Shares validly tendered, and not validly withdrawn, pursuant to the Offer, (ii) at the Closing of the aggregate amount of all Merger Consideration, pursuant to Article II of the Merger Agreement (the amounts described in clauses (i) and (ii), the " Transaction Consideration ") and (iii) the payment of all fees, expenses and other

amounts payable by Parent and Merger Sub in connection with the transactions contemplated by the Merger Agreement (such amounts in this clause (iii), " Parent Expenses ");

(b) the payment of damages arising out of, caused by or resulting from a Willful Breach by Parent or Merger Sub of their respective obligations under the Merger Agreement, in the aggregate, up to an amount equal to an amount equal to the aggregate of the consideration payable pursuant to the Merger Agreement (as described in subsections (a) and (b) above) were the Offer Acceptance Time and the Closing to have occurred, plus any reasonable fees and expenses of the Company actually incurred and documented in connection with the enforcement of an award of such damages (the " Willful Breach Cap Amount "); and

(c) the Parent Termination Fee (if applicable) required to be paid by Parent or Merger Sub in connection with the termination of the Merger Agreement pursuant to, and in accordance with, Section 8.2(c) of the Merger Agreement.

As used herein, " Final Order " shall mean (i) a final and binding award or decision of an arbitral tribunal, with respect to claims submitted to arbitration, (ii) with respect to a party's application for emergency or interim relief, including specific performance under Section 2 of this letter agreement and/or Section 3 of this letter agreement, submitted to a court of competent jurisdiction, a final order or judgment of such court, or (iii) a written agreement between the Company, on the one hand, and Parent, Merger Sub or Investor, on the other hand, that amounts are due and owing by the Company, Parent, Merger Sub and/or Investor, as applicable. Investor reserves the right to fulfill its obligations pursuant to this letter agreement by contributing share capital, share premium reserve and/or subordinated shareholder loans to the Parent or Merger Sub or by any other means, so long as the Parent or Merger Sub receives the amount of the Commitment in cash solely for the uses expressly contemplated by this Section 1.

2. **Conditions** . Investor's obligation to fund, or cause to be funded, the Commitment pursuant to this letter agreement is subject to the satisfaction of the following conditions, as applicable:

(a) With respect to Section 1(a) above, either (i) the satisfaction, or express written waiver by Parent and Merger Sub, at Closing, of all conditions precedent to the obligations of Parent and Merger Sub to accept for payment, and pay for, those Shares validly tendered pursuant to the Offer, and not validly withdrawn, set forth in Annex I to the Merger Agreement, or (ii) a Final Order shall have been obtained awarding specific performance or other equitable remedy to specifically enforce Parent's and Merger Sub's obligations to accept for payment, and pay for, those Shares validly tendered pursuant to the Offer, and not validly withdrawn, or to consummate the Closing on the terms and conditions set forth in the Merger Agreement (the " Closing Specific Performance Remedy "); provided that (1) Investor and/or its permitted assignees will not have any obligation under any circumstances to contribute to, purchase equity or debt securities of

or otherwise provide funds to Parent or Merger Sub pursuant to Section 1(a) above in any amount in excess of the Commitment, (2) the equity contributed by Investor and/or its permitted assignees to Parent or Merger Sub pursuant to this Section 2(a) may only be used by Parent or Merger Sub to satisfy the obligations described in Section 1(a) , and not for any other purpose and (3) funding of the Commitment with respect to Section 1(a) above will occur substantially contemporaneously with the Offer Acceptance Time. In the event that the Transaction Consideration is reduced in accordance with the terms of the Merger Agreement and therefore Parent and Merger Sub do not require Investor to fund all of the equity financing with respect to which Investor has made its Commitment in order to consummate the Transactions contemplated by the Merger Agreement, then the amount required to be funded by Investor under this letter agreement pursuant to Section 1(a) will be correspondingly reduced. In the event that Parent and Merger Sub do not require the total aggregate amount of the Commitment in order to consummate the Transactions, the amount to be funded under this letter agreement will be reduced, without limitation, by the amount (if any) of the debt financing proceeds funded at the Closing to fund a portion of the Transaction Consideration and to pay related expenses and other amounts payable by Parent or Merger Sub at the Closing.

(b) With respect to Section 1(b) above, a Final Order shall be obtained awarding the Company damages arising out of, caused by or resulting from a Willful Breach by Parent or Merger Sub of their obligations under the Merger Agreement, in each case, in the aggregate, up to the Willful Breach Cap Amount and subject to the terms and conditions of the Merger Agreement; provided that (i) Investor and/or its permitted assignees will not have any obligation under any circumstances to contribute to, purchase equity or debt securities of or otherwise provide funds to Parent or Merger Sub pursuant to Section 1(b) above in any amount in excess of the Willful Breach Cap Amount, (ii) the equity contributed by Investor and/or its permitted assignees to Parent or Merger Sub pursuant to this Section 2(b) may only be used by Parent or Merger Sub to satisfy the obligations described in Section 1(b) , and not for any other purpose and (iii) funding of the amount payable for damages arising out of, caused by or resulting from a Willful Breach pursuant to Section 1(b) above, which such amount shall not exceed the Willful Breach Cap Amount, will occur within two Business Days of receipt of such Final Order.

(c) With respect to Section 1(c) above, the valid termination of the Merger Agreement by Parent or the Company pursuant to and in accordance with Section 8.1(c) of the Merger Agreement; provided that (1) Investor and/or its permitted assignees will not have any obligation under any circumstances to contribute to, purchase equity or debt securities of or otherwise provide funds to Parent or Merger Sub pursuant to Section 1(c) above in any amount in excess of the Parent Termination Fee, and (2) the equity contributed by Investor and/or its permitted assignees to Parent or Merger Sub pursuant to this Section 2(c) may only be used by Parent or Merger Sub to satisfy the obligations described in Section 1(c) , and not for any other purpose and (3) the funding

of the Parent Termination Fee with respect to Section 1(c) above will occur on the day the Merger Agreement termination occurs and substantially contemporaneously with such termination.

3. **Enforcement/Recourse** . The Company is hereby made a third party beneficiary of the rights granted to Parent hereby and shall be entitled to seek an injunction, an order for specific performance or any other non-monetary equitable remedy to cause the Commitment (or a portion thereof, as applicable in accordance with this letter agreement) to be funded, but in each case, if and only to the extent permitted by, and subject to the limitations set forth in, this letter agreement. Notwithstanding anything that may be expressed or implied in this letter agreement, or in any agreement or instrument delivered or statement made or action taken in connection herewith or otherwise, by their acceptance of the benefits of letter agreement, the Company hereby covenants, acknowledges and agrees that:

(a) (i) rights of the Company as a third party beneficiary as set forth in this letter agreement, (ii) remedies against Parent or Merger Sub and their successors or assignees under the Merger Agreement and (iii) remedies against Investor under the Mutual Nondisclosure Agreement, dated as of June 16, 2017 (the " Confidentiality Agreement "), by and between Investor and the Company (collectively, the " Retained Claims "), in each case, shall, and are intended to be, the sole and exclusive direct or indirect remedies available to the Company against any Non-Recourse Party (as defined herein) in respect of any liabilities arising under, or in connection with, this letter agreement, the Merger Agreement, the Confidentiality Agreement or the transactions contemplated hereby or thereby, including without limitation in the event Parent or Merger Sub breaches its obligations under the Merger Agreement, whether or not such breach is caused by Investor's breach of its obligations under this letter agreement; and

(b) other than as expressly set forth in Section 3(a) above solely with respect to Investor, Parent and/or Merger Sub (including their respective successors and assignees), by its acceptance of the benefits of this letter agreement, as applicable (i) no Person (other than Investor) has any obligations hereunder, and no recourse shall be had hereunder (or for any claim hereunder based on, in respect of, or by reason of the obligations of Investor hereunder) against, and no personal liability shall attach to, be imposed upon, or otherwise incurred by, any Non-Recourse Party in connection with this letter agreement, the Merger Agreement, Confidentiality Agreement or otherwise, through Parent, Merger Sub or otherwise, whether by or through attempted piercing of the corporate, limited liability company or limited partnership veil, by or through a claim by or on behalf of Parent, Merger Sub, the Company or any other Person against any Non-Recourse Party, by the enforcement of any assessment or by any legal or equitable proceeding, by virtue of any applicable Law, or otherwise.

As used herein, the term " Non-Recourse Parties " shall mean, individually or collectively, any direct or indirect former, current or future holders of any equity, partnership or limited liability company interest, controlling persons, directors, officers, employees, agents, attorneys, affiliates, lenders, members, managers, general or limited partners, shareholders or assignees

of Investor, Parent, Merger Sub and any and all direct or indirect former, current or future holders of any equity, partnership or limited liability company interest, controlling persons, directors, officers, employees, agents, attorneys, affiliates, lenders, members, managers, general or limited partners, shareholders or assignees of any of the foregoing, and any and all former, current or future heirs, executors, administrators, trustees, successors or assigns of any of the foregoing; provided , however , in no event shall Non-Recourse Parties be interpreted to include Investor, Merger Sub or Parent.

4. **Limitation of Liability** . NOTWITHSTANDING ANY OTHER TERM OR CONDITION OF THIS LETTER AGREEMENT BUT SUBJECT TO THE CLOSING SPECIFIC PERFORMANCE REMEDY, (A) THE LIABILITY OF INVESTOR WITH RESPECT TO ANY LOSS, DEFICIENCY, LIABILITY, OBLIGATION, SUIT, ACTION, CLAIM, DAMAGE, COST OR EXPENSE (INCLUDING COURT COSTS, AMOUNTS PAID IN SETTLEMENT, JUDGMENTS, OUT OF POCKET ATTORNEYS' FEES OR OTHER OUT-OF-POCKET COSTS AND EXPENSES, INCLUDING INTEREST AND PENALTIES, COSTS AND EXPENSES FOR INVESTIGATING, DEFENDING AND ENFORCING ITS RIGHTS) (ANY " DAMAGES ") INCURRED BY THE COMPANY IN CONNECTION WITH ANY BREACH BY PARENT OR MERGER SUB OF ITS OBLIGATIONS CONTAINED IN THE MERGER AGREEMENT OR ANY BREACH BY INVESTOR OF THIS LETTER AGREEMENT SHALL, UNDER NO CIRCUMSTANCES, WHETHER ON ACCOUNT OF ANY CLAIM OF ACTUAL, SPECIAL, INDIRECT, PUNITIVE, INCIDENTAL, CONSEQUENTIAL OR ANY OTHER FORM OF DAMAGES OR OTHERWISE, EXCEED AN AMOUNT EQUAL TO THE WILLFUL BREACH CAP AMOUNT (OR, IN THE CASE OF A TERMINATION OF THE MERGER AGREEMENT PURSUANT TO SECTION 8.1(C) OF THE MERGER AGREEMENT, EXCEED AN AMOUNT EQUAL TO THE PARENT TERMINATION FEE), (B) UNDER NO CIRCUMSTANCES MAY ANY PERSON BUT PARENT OR MERGER SUB OR THE COMPANY BRING ANY ACTION UNDER THIS LETTER AGREEMENT, AND (C) THE PARTIES HERETO ACKNOWLEDGE AND AGREE THAT THE WILLFUL BREACH CAP AMOUNT DOES NOT REPRESENT LIQUIDATED DAMAGES. NOTWITHSTANDING THE FOREGOING, IF THE COMPANY OR ANY OF ITS AFFILIATES ASSERTS IN ANY LEGAL ACTION THE WILLFUL BREACH CAP AMOUNT CAPPING INVESTOR'S LIABILITY FOR A BREACH OF THIS LETTER AGREEMENT (OR, IN THE CASE OF A TERMINATION OF THE MERGER AGREEMENT PURSUANT TO SECTION 8.1(C) OF THE MERGER AGREEMENT, THE AGREED UPON LIQUIDATED DAMAGES EQUAL TO THE PARENT TERMINATION FEE) IS ILLEGAL, INVALID OR UNENFORCEABLE IN WHOLE OR IN PART, OR THAT INVESTOR IS LIABLE PURSUANT TO SECTION 5 IN EXCESS OF OR TO A GREATER EXTENT THAN AN AMOUNT EQUAL TO THE WILLFUL BREACH CAP AMOUNT (OR, IN THE CASE OF A TERMINATION OF THE MERGER AGREEMENT PURSUANT TO SECTION 8.1(C) OF THE MERGER AGREEMENT, GREATER THAN THE AMOUNT OF THE PARENT TERMINATION FEE), THEN (X) THE OBLIGATIONS OF INVESTOR UNDER THIS LETTER AGREEMENT SHALL TERMINATE *AB INITIO* AND BE NULL AND VOID, (Y) IF INVESTOR HAS PREVIOUSLY MADE ANY PAYMENTS UNDER THIS LETTER AGREEMENT, IT SHALL BE ENTITLED TO RECOVER SUCH PAYMENTS, AND (Z) NEITHER INVESTOR NOR THE NON-RECOURSE PARTIES SHALL HAVE ANY FURTHER LIABILITY WHATSOEVER (WHETHER

AT LAW OR IN EQUITY, WHETHER SOUNDING IN CONTRACT, TORT, STATUTE OR OTHERWISE) TO ANY PERSON UNDER THIS LETTER AGREEMENT, INCLUDING SUCH PERSON'S EQUITYHOLDERS AND AFFILIATES.

5. **Investor Obligations** .

(a) Notwithstanding anything to the contrary herein (but in all cases subject, for the avoidance of doubt, to the satisfaction of the conditions precedent set forth in Section 2), Investor hereby absolutely, irrevocably and unconditionally guarantees to Parent, Merger Sub and the Company the due and punctual performance and discharge of all of the payment obligations of Parent and Merger Sub under the Merger Agreement (collectively, the " Guaranteed Obligations "); provided , that in no event shall the aggregate liability of Investor hereunder exceed the Willful Breach Cap Amount (or, in the case of a termination pursuant to Section 8.1(c) of the Merger Agreement, exceed an amount equal to the Parent Termination Fee). If Parent or Merger Sub fails to discharge any portion of the Guaranteed Obligations when due, upon the Company's demand, Investor's liability to Parent, Merger Sub and the Company hereunder in respect of such portion of the Guaranteed Obligations shall become immediately due and payable, and the Company may at any time and from time to time, at the Company's option, and so long as Parent and Merger Sub have failed to discharge the Guaranteed Obligations, take any and all actions available hereunder to collect Investor's liabilities hereunder in respect of such Guaranteed Obligations. In furtherance of the foregoing, Investor acknowledges that the Company may, in its sole discretion, bring and prosecute a separate action or actions against Investor for the unsatisfied Guaranteed Obligations, regardless of whether any such action is brought against Parent or Merger Sub or whether Parent or Merger Sub is joined in any such action or actions. For the avoidance of doubt, Investor may satisfy any or all of the Guaranteed Obligations with a direct payment to the Company and in no event will Investor have any obligation to contribute such amount to the capital of Parent or Merger Sub, and such direct payment will be considered as satisfaction (to the extent of such payment) of Parent's and Merger Sub's obligations under the applicable provision of the Merger Agreement and of Investor's obligations under this Section 5 . The guarantee of payment obligations of Investor under this Section 5 shall be referred to as the " Guarantee ".

(b) Investor's liability under this Section 5 is absolute, unconditional, irrevocable and continuing irrespective of any modification, amendment or waiver of or any consent to departure from the Merger Agreement that may be agreed to by the parties to the Merger Agreement in accordance with the terms of the Merger Agreement. Without limiting the foregoing, none of the Company, Merger Sub or the Company shall be obligated to file any claim relating to the Guaranteed Obligations in the event that Parent or Merger Sub becomes subject to a bankruptcy, reorganization or similar proceeding, and the failure of Parent, Merger Sub or the Company to so file shall not affect Investor's obligations hereunder. The Guarantee is a guarantee of payment and not of collection. In the event that any payment to the Company in respect of any

Guaranteed Obligations is rescinded or must otherwise be returned to Parent, Merger Sub or Investor for any reason whatsoever, Investor shall remain liable hereunder with respect to the unpaid Guaranteed Obligations as if such payment had not been made.

(c) Investor agrees that the Company may, in its sole discretion, at any time and from time to time, without notice to or further consent of Investor, extend the time of payment of any of the Guaranteed Obligations, and may also enter into any agreement with Parent and Merger Sub for the extension, renewal, payment, compromise, discharge or release thereof, in whole or in part, without in any way impairing or affecting Investor's obligations under the Guarantee or affecting the validity or enforceability of the obligations of Investor under this Section 5 . Subject to termination of this letter agreement as provided herein, Investor agrees that the obligations of Investor hereunder shall not be released or discharged, in whole or in part, or otherwise affected by: (i) the failure or delay on the part of the Company to assert any claim or demand or to enforce any right or remedy against Parent, Merger Sub or Investor; (ii) any change in the time, place or manner of payment of any of the Guaranteed Obligations, or any waiver, compromise, consolidation or other amendment or modification of any of the terms or provisions of the Merger Agreement made in accordance with the terms thereof; (iii) any change in the legal existence, structure or ownership of Parent, Merger Sub or any other Person now or hereafter liable with respect to the Guaranteed Obligations or otherwise interested in the transactions contemplated by the Merger Agreement; or (iv) any insolvency, bankruptcy, reorganization or other similar proceeding instituted by or against Parent or Merger Sub. Investor waives promptness, diligence, notice of the acceptance of the Guarantee and of the Guaranteed Obligations, presentment, demand for payment, notice of non-performance, default, dishonor and protest, notice of any Guaranteed Obligations incurred and all (other than notices to Parent pursuant to the Merger Agreement), all defenses which may be available by virtue of any stay, moratorium or other similar law now or hereafter in effect or any right to require the marshaling of assets of Parent, Merger Sub or any other Person now or hereafter liable with respect to the Guaranteed Obligations. Investor acknowledges that it will receive substantial direct and indirect benefits from the transactions contemplated by the Merger Agreement and that the waivers set forth in the Guarantee are knowingly made in contemplation of such benefits.

(d) Investor hereby unconditionally waives any rights that it may now have or hereafter acquire against Parent or Merger Sub that arise from the existence, payment, performance, or enforcement of Investor's obligations under or in respect of the Guarantee, including, without limitation, any right of subrogation, reimbursement, exoneration, contribution or indemnification.

(e) Notwithstanding anything to the contrary contained in this Section 5 or otherwise, in addition to any contractual defenses of Investor on the basis of a breach of this letter agreement, Investor shall have all defenses to the payment of its obligations under this Section 5 that would be available to Parent, Merger Sub or any assignee in

respect of the Merger Agreement with respect to the Guaranteed Obligations (other than bankruptcy or other inability to pay the Guaranteed Obligations of Parent or Merger Sub).

(f) Unless terminated pursuant to Section 6, the Guarantee may not be revoked or terminated and shall remain in full force and effect until the Guaranteed Obligations have been indefeasibly paid in full.

6. **Expiration**. All obligations under this letter agreement shall expire and terminate automatically and immediately and cease to be of any further force or effect upon the earliest to occur of (a) the consummation of the Closing, if the Closing occurs and all payments required to be made by Parent or Merger Sub at Closing are made, at which time the obligation of Investor hereunder will be fulfilled, (b) the valid termination of the Merger Agreement pursuant to Article VIII of the Merger Agreement in circumstances where no Guaranteed Obligations are payable (" Non-Qualifying Termination "), (c) the date that is 180 days after any termination of the Merger Agreement (other than a Non-Qualifying Termination) unless the Company shall have commenced litigation or arbitration against Investor under and pursuant to this letter agreement prior to the 180th day following such termination, in which case this letter agreement shall terminate only upon the final, non-appealable resolution of such litigation or arbitration and/or satisfaction by Investor of any obligations finally determined or agreed to be owed by Investor, consistent with the terms hereof), and (d) the assertion by or on behalf of the Company or its affiliates in any litigation of any claim against Investor, Parent, Merger Sub or any Non-Recourse Party other than as specifically permitted by Section 3 above. Upon termination of this letter agreement, Investor and its permitted assignees shall not have any further liabilities hereunder.

7. **No Assignment**. Neither this letter agreement nor any of the rights, interests or obligations hereunder shall be assignable by Parent or Merger Sub without Investor's and the Company's prior written consent, and the granting of such consent in any given instance shall be in the sole discretion of Investor and the Company, as applicable, and, if granted, shall not constitute a waiver of this requirement as to any subsequent assignment. Any purported assignment in contravention of this Section 7 shall be void. Investor may not assign its obligations to fund the Commitment or with respect to the Guarantee; provided, however, that, without the consent of Parent, Merger Sub or the Company, Investor may assign its rights, interests and obligations under this letter agreement to any other Person, provided that no such assignment shall (a) relieve Investor of its obligations hereunder or (b) impede or delay the Merger or require any regulatory filings that would reasonably be expected to delay the Closing. Notwithstanding anything to the contrary set forth herein, Parent and Merger Sub may assign their rights under this letter agreement with respect to the Commitment to any Person to which Parent or Merger Sub assigns its interest in the Merger Agreement pursuant to the terms thereof. Investor acknowledges that the Company has entered into the Merger Agreement in reliance upon, among other things, this letter agreement.

8. **No Other Beneficiaries**. Parent, Merger Sub and Investor acknowledge that the Company shall be a third party beneficiary of the provisions set forth in this letter agreement, as

limited by the terms hereof and the limitations in the Merger Agreement. Except for third party beneficiary rights provided in this letter agreement, this letter agreement shall be binding on Investor solely for the benefit of Parent and Merger Sub, and nothing set forth in this letter agreement is intended to or shall confer upon or give to any Person other than Parent and Merger Sub (but solely at the direction of the Investor as contemplated hereby) any benefits, rights or remedies under or by reason of, or any rights to enforce or cause Parent or Merger Sub to enforce the Commitment or any provision of this letter agreement; provided that, notwithstanding anything to the contrary in this letter agreement, any Non-Recourse Party shall be a third party beneficiary of the provisions set forth herein that are for the benefit of any Non-Recourse Party (including the provisions of Sections 3 , 6 , 7 , 8 , 10 , 11 , 12 , 14 and 15), and all such provisions shall survive any termination of this letter agreement indefinitely. Without limiting the foregoing, Parent's and Merger Sub's creditors shall have no right to enforce this letter agreement or to cause Parent or Merger Sub to enforce this letter agreement.

9. **Representations and Warranties** . Investor hereby represents and warrants to Parent and Merger Sub that (a) it has all necessary power and authority to execute, deliver and perform this letter agreement; (b) the execution, delivery and performance of this letter agreement by Investor has been duly and validly authorized and approved by all necessary corporate action, and no other proceedings or actions on the part of Investor are necessary therefor; (c) this letter agreement has been duly and validly executed and delivered by it and constitutes a valid and legally binding obligation of it, enforceable against Investor in accordance with its terms (subject to (i) the effects of bankruptcy, insolvency, fraudulent conveyance, reorganization, moratorium or other similar laws affecting creditors' rights generally and (ii) general equitable principles (whether considered in a proceeding in equity or at law)); (d) the execution, delivery and performance by Investor of its obligations under this letter agreement do not and will not violate the organizational documents of Investor, any material contract to which Investor is party or any applicable Law; and (e) Investor has the financial capacity to pay and perform its obligations under this letter agreement and all funds necessary for Investor to fulfill its obligations under this letter agreement shall be available to Investor for so long as this letter agreement shall remain in effect in accordance with its terms.

10. **Severability** . Whenever possible, each provision of this letter agreement shall be interpreted in such manner as to be effective and valid under applicable Law, but if any provision of this letter agreement is held to be prohibited by or invalid under applicable Law, such provision shall be ineffective only to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this letter agreement; provided , however , that this letter agreement may not be enforced without giving effect to the provisions of Sections 2 through 7 , 10 , 11 and 12 hereof. No party hereto shall assert, and each party hereto shall cause its respective affiliates not to assert, that this letter agreement or any part hereof is invalid, illegal or unenforceable.

11. **Governing Law; Jurisdiction** . This letter agreement, and any Legal Proceeding arising out of, relating to, or in connection with this letter agreement, shall be governed by, and construed in accordance with, the Law of the State of Delaware, regardless of the Law that

might otherwise govern under applicable principles of conflicts of laws thereof. In any Legal Proceeding arising out of or relating to this letter agreement or any of the transactions contemplated hereby, each of the parties hereto (a) irrevocably and unconditionally consents and submits to the exclusive jurisdiction and venue of the Court of Chancery of the State of Delaware or, if (and only if) the Court of Chancery of the State of Delaware declines to accept jurisdiction over a particular matter, the Superior Court of the State of Delaware (Complex Commercial Division) or, if (and only if) the Superior Court of the State of Delaware (Complex Commercial Division) declines to accept jurisdiction over a particular matter, any federal court sitting in the State of Delaware, and any appellate courts therefrom, (b) irrevocably waives any objection that it may now or hereafter have to the venue of any such action, dispute or controversy in any such court or that such Legal Proceeding was brought in an inconvenient court and agrees not to plead or claim the same, (c) agrees that it shall not bring any Legal Proceeding relating to this letter agreement or the transactions contemplated hereby in any court other than the aforesaid courts, and (d) irrevocably consents to service of process by first class certified mail, return receipt requested, postage prepaid, to the address at which such party is to receive notice in accordance with Section 16 , in addition to any other method to serve process permitted by applicable Law.

12. **Waiver of Jury Trial** . EACH PARTY HEREBY IRREVOCABLY AND UNCONDITIONALLY WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION DIRECTLY OR INDIRECTLY ARISING OUT OF OR RELATING TO THIS LETTER AGREEMENT AND ANY OF THE AGREEMENTS DELIVERED IN CONNECTION HEREWITH OR THE MERGER AND OTHER TRANSACTIONS CONTEMPLATED BY THE MERGER AGREEMENT (INCLUDING ANY DEBT FINANCING). EACH PARTY CERTIFIES AND ACKNOWLEDGES THAT (A) NO REPRESENTATIVE, AGENT OR ATTORNEY OF ANY OTHER PARTY HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH OTHER PARTY WOULD NOT, IN THE EVENT OF LITIGATION, SEEK TO ENFORCE EITHER OF SUCH WAIVERS, (B) IT UNDERSTANDS AND HAS CONSIDERED THE IMPLICATIONS OF SUCH WAIVERS, (C) IT MAKES SUCH WAIVERS VOLUNTARILY, AND (D) IT HAS BEEN INDUCED TO ENTER INTO THIS AGREEMENT BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS IN THIS SECTION 12 .

13. **Headings** . Headings of the Sections of this letter agreement are for convenience of the parties only and shall be given no substantive or interpretive effect whatsoever.

14. **Entire Agreement; Counterparts; Amendment** . This letter agreement, the Merger Agreement and the Confidentiality Agreement (and the agreements contemplated hereby and thereby) constitute the entire agreement and supersede all prior agreements and understandings, both written and oral, among or between Parent, Merger Sub or any of their affiliates, on the one hand, and Investor or any of its affiliates, on the other hand, with respect to the subject matter hereof and thereof. This letter agreement may be executed in counterparts (including by facsimile or electronically transmitted signature pages), each of which shall be an original, with the same effect as if the signatures thereto and hereto were upon the same instrument, and shall become effective when one or more counterparts have been signed by

each of the parties and delivered (by telecopy or otherwise) to the other parties. Any provision of this letter agreement may be amended or waived, at any time, if, and only if, such amendment or waiver is in writing and signed by Investor, Parent and Merger Sub; provided , however , that Investor may amend this letter agreement to reflect any assignment permitted by Section 7 (solely to the extent such assignment is permitted thereby); and provided further the consent of the Company shall be required in respect of amendment to this Agreement.

15. **Confidentiality** . Each party hereto (and any other Person who shall receive a copy hereof as permitted pursuant hereto, including the Company) shall keep confidential the existence and terms of this letter agreement and all information obtained by it with respect to the other parties in connection with this letter agreement, and will use such information solely in connection with the transactions contemplated hereby; provided , however , that (a) any party hereto or the Company may disclose this letter agreement and its terms and conditions to any of such party's respective officers, directors, advisors, employees, affiliates and financing sources who are involved in the transactions contemplated hereby, so long as such Persons are instructed to maintain the confidentiality of this letter agreement in accordance with the terms hereof, (b) any party or the Company may disclose the existence of this letter agreement to the extent required by Law, the applicable rules of any securities exchange or any other self-regulating authorities relating to the transactions contemplated by the Merger Agreement, and (c) any party hereto or the Company may disclose this letter agreement and its terms and conditions in connection with any litigation or arbitration relating to the Merger, the Merger Agreement and the transactions contemplated thereby or enforcing any of its rights as third party beneficiary hereunder.

16. **Notices** . Any notice, direction or other communication given regarding the matters contemplated by this Agreement must be in writing, sent by personal delivery, courier, electronic mail or facsimile and addresses as follows:

(a) to Investor:

c/o Patricia Industries
1177 Avenue of the Americas
47th Floor
New York, NY 10020
Attention: Yuriy Prilutskiy
Fax: (212) 515-9000
Email: Yuriy.Prilutskiy@investorab.com

with a copy, which copy shall not constitute notice, to:

K&L Gates LLP
599 Lexington Avenue
New York, NY 10022
Attention: James C.H. Lee
Fax: (212) 536-3901
Email: james.lee@klgates.com

(b) if to Parent or Merger Sub or the Company, as provided in Section 9.4 of the Merger Agreement.

or to such other address as any party shall specify by written notice so given, and such notice shall be deemed to have been delivered as of the date so telecommunicated, personally delivered or received. Any party to this letter agreement may notify any other party of any changes to the address or any of the other details specified in this paragraph; provided , however , that such notification shall only be effective on the date specified in such notice or two Business Days after the notice is given, whichever is later. Rejection or other refusal to accept or the inability to deliver because of changed address of which no notice was given shall be deemed to be receipt of the notice as of the date of such rejection, refusal or inability to deliver.

17. **Relationship of Parties** . This letter agreement is not intended to, and does not, create any agency, partnership, fiduciary or joint venture relationship between Parent, Merger Sub and Investor and neither this letter agreement nor any other document or agreement entered into by such Person relating to the subject matter hereof shall be construed to suggest otherwise. The obligations of Investor under this letter agreement are solely contractual in nature.

[*Remainder of page intentionally left blank*]

Very truly yours,

Laborie Medical Technologies Canada ULC

By: _____
Name: Michael Frazzette
Title: President & CEO

[*Signature Page to Letter Agreement*]

Agreed to and accepted as of the date first written above:

LM US Parent, Inc.

By: 
Name: Michael Frazzette
Title: Chief Executive Officer

Camden Merger Sub, Inc.

By: 
Name: Michael Frazzette
Title: President

[*Signature Page to Letter Agreement*]