

ARTICLE VII
SPECIAL COVENANTS

SECTION 7.01. No Warranty of Design, Condition or Suitability by Issuer. The Issuer makes no warranty, either express or implied, as to the design, capabilities or condition of the Project or that it will be suitable for the Corporation's purposes or needs.

SECTION 7.02. Maintenance of Corporate Existence. The Corporation agrees that as long as the Notes are outstanding it will maintain its separate corporate existence, will not dissolve or otherwise dispose of all or substantially all of its assets and will not consolidate with or merge into another corporation or permit one or more other corporations to consolidate with or merge into it; provided, that the Corporation may, without violating the agreement contained in this Section, permit one or more other corporations to consolidate with or merge into it, if immediately after the consummation of the transaction, and after giving effect thereto, (i) no Event of Default, or event which with notice or lapse of time or both would become an Event of Default, would exist and (ii) a majority of the voting securities of the Corporation are owned by those Persons who were stockholders of the Corporation or owned securities convertible into or exchangeable for voting securities of the Corporation on the date of the Agreement, and provided further that the Corporation may, without violating the agreement contained in this Section consolidate with or merge into Perrigo Company, L. Perrigo Company or any other wholly owned subsidiary of Perrigo Company if (i) the surviving or resulting corporation, as the case may be, irrevocably and unconditionally assumes by means of an instrument in writing delivered to the Issuer and Lenders all of the obligations of the Corporation herein and qualifies to do business in the State, and (ii) immediately after the consummation of the transaction, and after giving effect thereto, no Event of Default, or event which with notice or lapse of time or both would become an Event of Default, would exist.

If the Corporation requests the consent of the Lenders to a merger, consolidation or sale or other disposition of all or substantially all of its assets prohibited by this Section 7.02 and such consent is not given for any reason within thirty (30) days from the date of the request, the Corporation shall have the right to prepay the Notes in full pursuant to Article X below without penalty, which prepayment shall be made on or prior to the first to occur of (i) the date of such merger, consolidation or sale or other disposition of all or substantially all of

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