Amendment Agreement to the
Profit and Loss Transfer Agreement

between

Gerresheimer AG, registered office Benrather Strasse 18–20, 40213 Duesseldorf, entered in the commercial register of the Local Court of Duesseldorf under HRB 56040

– hereafter “Gerresheimer AG” –

and

Gerresheimer Holdings GmbH, registered office Benrather Strasse 18–20, 40213 Duesseldorf, entered in the commercial register of the Local Court of Duesseldorf under HRB 51305

– hereafter “Gerresheimer Holdings GmbH” –

1. There is a Profit and Loss Transfer Agreement ("Agreement") between the parties. This Agreement was signed on December 8, 2004.

2. Due to changes in the law, in particular sec. 17 of the German Corporation Tax Act (Körperschaftsteuergesetz/KStG), the Agreement is to be amended and adapted. The parties therefore agree the following:

a. Inclusion of the change of name

Instead of "Blitz 04-127 GmbH", the name of the controlling enterprise is now "Gerresheimer AG".

Instead of "Blitz 04-128 GmbH", the name of the controlled enterprise is now "Gerresheimer Holdings GmbH".
b. Amendment of the heading

The heading of the Agreement is modified for clarification and now reads as follows:

“Profit and Loss Transfer Agreement

between

Gerresheimer AG, registered office Benrather Strasse 18–20, 40213 Duesseldorf, entered in the commercial register of the Local Court of Duesseldorf under HRB 56040

– hereafter “Gerresheimer AG” –

and

Gerresheimer Holdings GmbH, registered office Benrather Strasse 18–20, 40213 Duesseldorf, entered in the commercial register of the Local Court of Duesseldorf under HRB 51305

– hereafter “Gerresheimer Holdings GmbH” –"

c. Amendment of sec. 1 (1) of the Agreement

Sec. 1 (1) of the Agreement is amended and now reads:

"Gerresheimer Holdings GmbH undertakes, without prejudice to any appropriation to or release of reserves under paragraph 2, to transfer to Gerresheimer AG - as provided in sec. 301 of the German Stock Corporation Act (Aktiengesetz/AktG), as amended - the entire profit that would have accrued without profit transfer, after deducting any loss carried forward from the prior year, commencing with the profit for the financial year beginning December 1, 2004."

d. Deletion of sec. 1 (4) sentence 2 of the Agreement

Sec. 1 (4) sentence 2 of the Agreement is deleted.

e. Amendment of sec. 2 of the Agreement

Sec. 2 of the Agreement is amended and now reads:

“The provisions of sec. 302 AktG, as amended, shall apply accordingly."
f. Amendment of sec. 3 (1) of the Agreement

Sec. 3 (1) of the Agreement is amended and now reads:

"This Agreement is entered into subject to approval of the Shareholders' Meeting of Gerresheimer Holdings GmbH and of the General Meeting of Gerresheimer AG. It shall enter into force on entry in the commercial register for Gerresheimer Holdings GmbH and shall apply commencing with the financial year of Gerresheimer Holdings GmbH beginning December 1, 2004. The amendments under the Amendment Agreement dated March 5, 2014 shall apply retrospectively from the beginning of the financial year in which all conditions for effectiveness of the Amendment Agreement are met."

g. Amendment of sec. 3 (2) sentence 2 of the Agreement

Sec. 3 (2) sentence 2 of the Agreement is amended and now reads:

"This Agreement may be terminated at the earliest effective midnight on November 30, 2018 by six months' notice to the end of the respective financial year or, if later, at the earliest effective the end of the financial year of the Subsidiary that ends at least five annual periods after the commencement of the financial year of the Subsidiary in which all conditions for effectiveness of the Amendment Agreement dated March 5, 2014 are met."

h. Amendment of sec. 3 (3) sentence 2 of the Agreement

Sec. 3 (3) sentence 2 of the Agreement is amended and now reads:

"Gerresheimer AG may terminate this Agreement for cause with immediate effect at any time if the majority of voting rights attached to shares in Gerresheimer Holdings GmbH should cease to be attributable to Gerresheimer AG; furthermore, upon the transfer by Gerresheimer AG of assets in Gerresheimer Holdings GmbH, or upon the merger, split-off or liquidation of either party, or if there is a change in tax law regulations or in case law such that the fiscal unity between the two parties is affected."

i. Addition of a paragraph 5 to sec. 4 of the Agreement

Sec. 4 of the Agreement is supplemented with a new paragraph 5. This reads:

"In the interpretation of individual provisions of this Agreement, due regard shall be given to the requirements of sec. 14 and sec. 17 of the Corporation Tax Act (Körperschaftsteuergesetz/KStG), as amended, or any corresponding succeeding requirements. If any provision of this Agreement should conflict with sec. 2, sec. 2 shall take precedence."
3. In all other respects, the provisions of the Agreement remain unchanged.

4. The Amendment Agreement dated March 5, 2014 shall apply retrospectively from the beginning of the financial year in which all conditions precedent for effectiveness of the Amendment Agreement are met.

5. The clean text enclosed as an annex to this Amendment Agreement is for information purposes and clarity only and does not contain any provisions that are binding on the parties.

Duesseldorf, March 5, 2014

Gerresheimer AG

(signature) (signature)

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R. Beaujean Dr. H. Schulz

Gerresheimer Holdings GmbH

(signature) (signature)

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U. Roehrhoff J. Hildebrandt
Profit and Loss Transfer Agreement

between

Gerresheimer AG, registered office Benrather Strasse 18–20, 40213 Duesseldorf, entered in the commercial register of the Local Court of Duesseldorf under HRB 56040

– hereafter “Gerresheimer AG” –

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– hereafter “Gerresheimer Holdings GmbH” –

Preliminary note

Gerresheimer Holdings GmbH has a share capital of EUR 25,000. The sole share, with a nominal value of EUR 25,000, is held by Gerresheimer AG. The following Profit and Loss Transfer Agreement is being entered into in order to establish a fiscal unity within the meaning of sec. 14 and sec. 17 of the German Corporation Tax Act (Körperschaftsteuergesetz/KStG).

Section 1
Transfer of profit

(1) Gerresheimer Holdings GmbH undertakes, without prejudice to any appropriation to or release of reserves under paragraph 2, to transfer to Gerresheimer AG - as provided in sec. 301 of the German Stock Corporation Act (Aktiengesetz/AktG), as amended - the entire profit that would have accrued without profit transfer, after deducting any loss carried forward from the prior year, commencing with the profit for the financial year beginning December 1, 2004.

(2) With the approval of Gerresheimer AG, Gerresheimer Holdings GmbH may allocate amounts of its net income for the financial year to other reserves (sec. 272
(3) of the German Commercial Code (Handelsgesetzbuch/HGB), provided this is permitted under the HGB and justified by prudent business judgment. Other reserves appropriated during the term of the Agreement in accordance with sec. 272 (3) HGB shall be released at the request of Gerresheimer AG and used to compensate any annual net loss or accumulated losses carried forward or transferred as profit.

(3) Income from the release of capital reserves or pre-contractual other reserves may not be transferred.

(4) The entitlement to a profit transfer arises on the cutoff date for the annual financial statements of Gerresheimer Holdings GmbH and becomes due on that date.

Section 2
Absorption of losses

The provisions of sec. 302 AktG, as amended, shall apply accordingly.

Section 3
Entry into effect and term of the Agreement

(1) This Agreement is entered into subject to approval of the Shareholders’ Meeting of Gerresheimer Holdings GmbH and of the General Meeting of Gerresheimer AG. It shall enter into force on entry in the commercial register for Gerresheimer Holdings GmbH and shall apply commencing with the financial year of Gerresheimer Holdings GmbH beginning December 1, 2004. The amendments under the Amendment Agreement dated March 5, 2014 shall apply retrospectively from the beginning of the financial year in which all conditions for effectiveness of the Amendment Agreement are met.

(2) The Agreement is entered into for an indefinite term. This Agreement may be terminated at the earliest effective midnight on November 30, 2018 by six months’ notice to the end of the respective financial year or, if later, at the earliest effective the end of the financial year of the Subsidiary that ends at least five annual periods after the commencement of the financial year of the Subsidiary in which all conditions for effectiveness of the Amendment Agreement dated March 5, 2014 are met. If the Agreement is not terminated, its term shall be extended to the end of the next financial year of Gerresheimer Holdings GmbH with the same period of notice applying. Notice of termination shall be given in writing. Whether the period has been observed depends on the date on which the other party receives the letter containing notice of termination.

(3) The right to terminate for cause without observing a period of notice remains un-
affected. Gerresheimer AG may terminate this Agreement for cause with immediate effect at any time if the majority of voting rights attached to shares in Gerresheimer Holdings GmbH should cease to be attributable to Gerresheimer AG; furthermore, upon the transfer by Gerresheimer AG of assets in Gerresheimer Holdings GmbH, or upon the merger, split-off or liquidation of either party, or if there is a change in tax law regulations or in case law such that the fiscal unity between the two parties is affected. Instead of terminating the Agreement in this manner, the parties may also terminate it by mutual consent if the requirements for terminating it for cause are met.

Section 4
Final provisions

(1) There are no outside shareholders in Gerresheimer Holdings GmbH. There is therefore no need to provide for compensation and settlement payments to outside shareholders.

(2) Amendments and additions to this Agreement must be made in writing. This also applies to this provision itself.

(3) Gerresheimer Holdings GmbH shall bear the cost of notarization of the resolution adopted by the Shareholders' Meeting of Gerresheimer Holdings GmbH approving this Agreement and the cost of entering it in the commercial register.

(4) Should any provision of this Agreement be or become ineffective, the remaining provisions shall nevertheless apply. The parties undertake to replace the ineffective provision with one coming as close as possible to the economic purpose of the ineffective provision. This applies accordingly in the event of a loophole in the Agreement.

(5) In the interpretation of individual provisions of this Agreement, due regard shall be given to the requirements of sec. 14 and sec. 17 of the Corporation Tax Act (Körperschaftsteuergesetz/KStG), as amended, or any corresponding succeeding requirements. If any provision of this Agreement should conflict with sec. 2, sec. 2 shall take precedence.