

UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
Washington, D.C. 20549

FORM 8-K

CURRENT REPORT
Pursuant to Section 13 or 15(d) of the Securities Exchange Act of 1934

Date of report (Date of earliest event reported): February 22, 2008

IDEXX LABORATORIES, INC.

(Exact name of registrant as specified in its charter)

Delaware <i>(State or other jurisdiction of incorporation)</i>	000-19271 <i>(Commission File Number)</i>	01-0393723 <i>(IRS Employer Identification No.)</i>
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One IDEXX Drive, Westbrook, Maine <i>(Address of principal executive offices)</i>	04092 <i>(ZIP Code)</i>
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207.556.0300
(Registrant's telephone number, including area code)

Not Applicable
(Former name or former address, if changed since last report)

- Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)
- Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)
- Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))
- Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))

Item 1.01 Entry into a Material Definitive Agreement.

On February 22, 2008, IDEXX Laboratories, Inc. (the “Company”), with IDEXX Distribution, Inc., IDEXX Operations, Inc., IDEXX Reference Laboratories, Inc., OPTI Medical Systems, Inc. and IDEXX Laboratories Canada Corporation, each a wholly-owned subsidiary of the Company (collectively, the “Borrowers”), entered into a Modification Agreement (the “Modification”) and Amendment No. 1 (the “Amendment”) to the Amended and Restated Credit Agreement, dated as of March 30, 2007, by and among the Borrowers, the lenders party thereto, and JPMorgan Chase Bank, National Association, as administrative agent (the “Amended and Restated Credit Agreement”).

The Modification amends the Amended and Restated Credit Agreement to increase the aggregate commitment available for borrowing by the Borrowers from \$125 million to \$200 million with funding from existing and new lenders. The additional borrowing capacity will be used by the Company for general corporate purposes of the Company and its subsidiaries. The Amendment provides for an optional further increase in the aggregate commitment up to \$325 million subject to obtaining commitments from existing or new lenders and satisfying other conditions specified in the Amended and Restated Credit Agreement and the Amendment. Pricing under the Amended and Restated Credit Agreement remains unchanged.

The forgoing description of the Modification and Amendment does not purport to be complete and is qualified in its entirety by reference to the full text of the Modification and Amendment, which is filed with this report as Exhibits 10.1 and 10.2, and is incorporated herein by reference.

Item 2.03 Creation of a Direct Financial Obligation or an Obligation under an Off-Balance Sheet Arrangement of a Registrant.

The information set forth in Item 1.01 above with respect to the Modification and Amendment is incorporated herein in its entirety.

Item 9.01. Financial Statements and Exhibits.

(d) Exhibits

See the Exhibit Index attached to this Report, which is incorporated herein by reference.

SIGNATURES

Pursuant to the requirements of the Securities Exchange Act of 1934, the Registrant has duly caused this report to be signed on its behalf by the undersigned hereunto duly authorized.

IDEXX LABORATORIES, INC.

Date: February 25, 2008

By: /s/ Merilee Raines
Merilee Raines
Corporate Vice President and
Chief Financial Officer

EXHIBIT INDEX

<u>Exhibit No.</u>	<u>Description of Exhibit</u>
10.1	Modification to Credit Agreement, dated as of February 22, 2008, among the Company, IDEXX Distribution, Inc., IDEXX Operations, Inc., IDEXX Reference Laboratories, Inc., OPTI Medical Systems, Inc. and IDEXX Laboratories Canada Corporation, the Lenders party thereto, JPMorgan Chase Bank, National Association, as administrative agent, and JPMorgan Chase Bank, National Association, Toronto Branch, as Toronto agent.
10.2	Amendment No. 1 to Credit Agreement, dated as of February 22, 2008, among the Company, IDEXX Distribution, Inc., IDEXX Operations, Inc., IDEXX Reference Laboratories, Inc., OPTI Medical Systems, Inc. and IDEXX Laboratories Canada Corporation, the Lenders party thereto, JPMorgan Chase Bank, National Association, as administrative agent, and JPMorgan Chase Bank, National Association, Toronto Branch, as Toronto agent.

MODIFICATION AGREEMENT

THIS MODIFICATION AGREEMENT, dated as of February 22, 2008 (this "Agreement"), in connection with that certain Credit Agreement referenced below is by and among IDEXX LABORATORIES, INC., a Delaware corporation (the "Administrative Borrower"), IDEXX DISTRIBUTION, INC., a Massachusetts corporation, IDEXX OPERATIONS, INC., a Delaware corporation, IDEXX REFERENCE LABORATORIES, INC., a Delaware corporation, OPTI MEDICAL SYSTEMS, INC., a Delaware corporation, IDEXX LABORATORIES CANADA CORPORATION, a company formed under the laws of Canada (collectively with the Administrative Borrower, the "Borrowers"), the GUARANTORS party hereto (the "Guarantors"), the LENDERS party hereto, JPMORGAN CHASE BANK, NATIONAL ASSOCIATION, as Administrative Agent, and JPMORGAN CHASE BANK, NATIONAL ASSOCIATION, TORONTO BRANCH, as Toronto Agent. Capitalized terms used but not otherwise defined herein shall have the meanings provided in the Credit Agreement.

WHEREAS, a revolving credit facility was established in favor of the Borrowers pursuant to the terms of the Amended and Restated Credit Agreement, dated as of March 30, 2007 (as amended, restated, extended, supplemented or otherwise modified, the "Credit Agreement"), among the Borrowers named therein, the Lenders party thereto, and the Agents;

WHEREAS, each of the Guarantors is a party to that certain Amended and Restated Subsidiary Guarantee Agreement, dated March 30, 2007, in favor of the Agents and the Lenders;

WHEREAS, the Borrowers have requested that the aggregate amount of commitments for Revolving Loans be increased by \$75 million from \$125 million to \$200 million;

WHEREAS, certain new financial institutions have agreed to become Lenders under the Credit Agreement and each Lender's Commitment shall be as shown on Schedule 2.1 attached hereto; and

WHEREAS, certain of the Lenders have agreed to increase their Commitments pursuant to the definition of "Commitment" in the Credit Agreement, as shown on Schedule 2.1 attached hereto, on the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the premises and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

ARTICLE 1

MODIFICATIONS TO CREDIT AGREEMENT

1.01. Modifications to Credit Agreement. Each of the Lenders party to this Agreement agrees to (a) provide additional Commitments or (b) decrease their Commitments, as the case may be, under the Credit Agreement in accordance with Section 4.04 hereof, as set forth on Schedule 2.1 attached hereto. The Applicable Percentages are revised to be as set forth on

Schedule 2.1 attached hereto. Schedule 2.1 to the Credit Agreement is supplemented as set forth on Schedule 2.1 attached hereto.

ARTICLE 2

REPRESENTATIONS AND WARRANTIES

2.01. Representations and Warranties. The Borrowers and the Guarantors represent and warrant to the Lenders as follows:

(a) Representation and Warranties in the Credit Agreement. The representations and warranties of each Loan Party contained in each of the Credit Agreement and the other Loan Documents were true and correct in all respects as of the date when made and continue to be true and correct in all respects on the date hereof, except to the extent that such representations and warranties specifically refer to an earlier date, in which case they were true and correct as of such earlier date.

(b) Ratification, Etc. Except as expressly modified hereby, each of the Credit Agreement and the other Loan Documents is hereby ratified and confirmed in all respects and shall continue in full force and effect. The Credit Agreement shall, together with this Agreement, be read and construed as a single agreement. All references in the Credit Agreement, the other Loan Documents or any related agreement or instrument shall hereafter refer to the Credit Agreement as modified hereby.

(c) Authority, Etc. The execution and delivery by the Borrowers and the Guarantors of this Agreement and the performance by each Loan Party of all of its respective agreements and obligations under the Credit Agreement, as modified hereby, are within such Loan Party's corporate authority and have been duly authorized by all necessary corporate action on the part of such Loan Party.

(d) Enforceability. This Agreement and the Credit Agreement, as modified hereby, constitute the legal, valid and binding obligations of each Borrower and the Guarantors and are enforceable against such Loan Party in accordance with their terms.

(e) Pro Forma Compliance. The Administrative Borrower shall be in pro forma compliance with the covenant in Section 6.7 of the Credit Agreement after giving effect to any funding contemporaneous with this Agreement; and

(f) No Default. Both before and after giving effect to this Agreement, no Default or Event of Default shall exist.

ARTICLE 3

CONDITIONS PRECEDENT

3.01. Conditions Precedent. This Agreement shall be effective immediately upon receipt by the Administrative Agent of all of the following, each in form and substance satisfactory to the Administrative Agent:

(a) Executed Agreement. Counterparts of this Agreement duly executed by the Loan Parties, the Agents and the Lenders providing additional Commitments hereunder.

(b) Other Agreements. Each of the conditions precedent to that certain Amendment No. 1 to Credit Agreement, dated as of the date hereof, by and among the Borrowers, the Agents and the Lenders party thereto, shall have been satisfied and such agreement shall be in full force and effect (or shall be in full force and effect simultaneously with the effectiveness of this Agreement).

(c) Instruments of Adherence. Fully executed copies of Instruments of Adherence for each of HSBC Bank USA, National Association and ABN AMRO Bank N.V., in each case dated as of the date hereof.

(d) Fees and Expenses. Pursuant to Section 10.3(a) of the Credit Agreement, payment of all fees and expenses (including fees and expenses of counsel to the Agents) in connection with the preparation, execution and delivery of this Agreement, including (i) upfront fees, if any, in respect of the new commitments so established, (ii) any applicable fees and expenses as may separately be agreed between the Administrative Agent and the Loan Parties and (iii) the reasonable fees and expenses of Bingham McCutchen LLP.

ARTICLE 4

MISCELLANEOUS

4.01. Effectiveness of Agreement. Upon execution and delivery of this Agreement, all references to the Credit Agreement in each of the Loan Documents shall hereafter mean the Credit Agreement as modified by this Agreement. Except as specifically modified or amended hereby or otherwise agreed in writing, the Credit Agreement and the other Loan Documents (including, in each case, schedules and exhibits thereto) are hereby ratified and confirmed and shall remain in full force and effect according to its terms.

4.02. Full Force and Effect. Except as modified hereby, all of the terms and provisions of the Credit Agreement and the other Loan Documents (including schedules and exhibits thereto) shall remain in full force and effect.

4.03. Execution in Counterparts. This Agreement may be executed in counterparts (and by different parties hereto in different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. Delivery of an executed counterpart of this Agreement by telecopy, or other electronic transmission, shall be equally as effective as delivery of an original executed counterpart hereof or a delivery of an original signature page with implied authority to attach the same to a counterpart hereof which thereupon will become an originally executed and delivered counterpart hereof.

4.04. Deemed Assignments. In accordance with the provisions of Section 2.22 of the Credit Agreement, each Lender whose Commitment is decreasing (a “Decreasing Lender”) shall, by assignments to the Increasing Lenders (as defined below), sell a portion of the Loans held by it to each Increasing Lender, and each Lender whose Commitment is increasing (an “Increasing Lender”) shall, by assignments from the Decreasing Lenders, purchase a portion of the Loans

held by such Decreasing Lender, in each case in such amounts (and the Decreasing Lenders and the Increasing Lenders shall, through the Administrative Agent, make such additional adjustments among themselves as shall be necessary) so that after giving effect to such assignments and adjustments, the Lenders shall hold the Loans hereunder ratably in accordance with their respective Commitments set forth on Schedule 2.1 attached hereto. Such assignments shall be deemed to occur hereunder automatically, and without any requirement for additional documentation, on the date hereof notwithstanding anything to the contrary in Section 10.4 of the Credit Agreement. Each Decreasing Lender represents and warrants to each Increasing Lender to which any of its Loans are being assigned that it has not created any adverse claim upon the interest being assigned by it to such Increasing Lender hereunder and that such interest is free and clear of any adverse claim. In connection herewith, the Lenders hereby agree to waive the requirements set forth in the last sentence of Section 2.22 of the Credit Agreement.

4.05. GOVERNING LAW. THIS AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed by their respective authorized officers as of the day and year first above written.

IDEXX LABORATORIES, INC.,
as a Borrower and a Guarantor

By /s/ Merilee Raines
Name: Merilee Raines
Title: Corporate Vice President, Chief Financial
Officer and Assistant Secretary

IDEXX DISTRIBUTION, INC.,
as a Borrower and a Guarantor

By /s/ Merilee Raines
Name: Merilee Raines
Title: Treasurer and Assistant Secretary

IDEXX OPERATIONS, INC.,
as a Borrower and a Guarantor

By /s/ Merilee Raines
Name: Merilee Raines
Title: Vice President, Treasurer and Assistant
Secretary

IDEXX REFERENCE LABORATORIES, INC.,
as a Borrower and a Guarantor

By /s/ Merilee Raines
Name: Merilee Raines
Title: Treasurer and Assistant Secretary

OPTI MEDICAL SYSTEMS, INC.,
as a Borrower and a Guarantor

By /s/ Merilee Raines
Name: Merilee Raines
Title: Vice President, Treasurer and Assistant
Secretary

IDEXX LABORATORIES CANADA
CORPORATION,
as a Borrower

By /s/ Merilee Raines
Name: Merilee Raines
Title: Vice President, Treasurer and Assistant
Secretary

JPMORGAN CHASE BANK, NATIONAL
ASSOCIATION, as Administrative Agent and
Lender

By /s/ Peter M. Killea

Name: Peter M. Killea

Title: Vice President

CANADIAN LENDING OFFICE:

JPMORGAN CHASE BANK, NATIONAL
ASSOCIATION, TORONTO BRANCH,
as Toronto Agent

By /s/ Steve Voight

Name: Steve Voight

Title: Senior Vice President

BANK OF AMERICA, N.A.

By /s/ Jane A. Parker

Name: Jane A. Parker

Title: Senior Vice President

CANADIAN LENDING OFFICE:

BANK OF AMERICA, NATIONAL
ASSOCIATION, by its Canada Branch

By /s/ Medina Sales de Andrade

Name: Medina Sales de Andrade

Title: Vice President

WACHOVIA BANK, NATIONAL
ASSOCIATION

By /s/ Patricia S. Gaudreau
Name: Patricia S. Gaudreau
Title: Senior Vice President

CANADIAN LENDING OFFICE:

WACHOVIA CAPITAL FINANCE
CORPORATION (CANADA)

By /s/ Raymond Eghobamien
Name: Raymond Eghobamien
Title: Vice President

HSBC BANK U.S.A., NATIONAL
ASSOCIATION

By /s/ Thomas Engels
Name: Thomas Engels
Title: Vice President, Relationship Manager

CANADIAN LENDING OFFICE:

HSBC BANK, NATIONAL ASSOCIATION, by its
Toronto Branch

By /s/ Jody Sanderson
Name: Jody Sanderson
Title: Authorized Signatory

By /s/ Gabriella King
Name: Gabriella King
Title: Authorized Signatory

ABN AMRO BANK N.V.

By /s/ Alex Blodi

Name: Alex Blodi

Title: Managing Director

By /s/ Tim Khisameyev

Name: Tim Khisameyev

Title: Associate

CANADIAN LENDING OFFICE:

By /s/ Amy MacDonald

Name: Amy MacDonald

Title: Manager

By /s/ Darcy Mack

Name: Darcy Mack

Title: First Vice President

SCHEDULE 2.1

LENDERS AND COMMITMENTS

Lender	Commitments before giving effect to Modification Agreement	Applicable Percentage before giving effect to Modification Agreement	Additional Commitments added pursuant to Modification Agreement	Commitments after giving effect to Modification Agreement	Applicable Percentage after giving effect to Modification Agreement
JPMorgan Chase Bank, National Association	\$35,000,000.00	28.00%	\$0	\$50,000,000.00	25.00%
Bank of America, N.A.	\$60,000,000.00	48.00%	\$0	\$45,000,000.00	22.50%
Wachovia Bank, National Association	\$30,000,000.00	24.00%	\$15,000,000.00	\$45,000,000.00	22.50%
HSBC Bank U.S.A., National Association	\$0	0%	\$30,000,000.00	\$30,000,000.00	15.00%
ABN AMRO Bank N.V.	\$0	0%	\$30,000,000.00	\$30,000,000.00	15.00%
Total	\$125,000,000.00	100.00%	\$75,000,000.00	\$200,000,00.00	100.00%

AMENDMENT NO. 1 TO CREDIT AGREEMENT

This AMENDMENT NO. 1 TO CREDIT AGREEMENT (this "Amendment" or this "Agreement"), is entered into as of February 22, 2008, among IDEXX LABORATORIES, INC., a Delaware corporation (the "Administrative Borrower"), IDEXX DISTRIBUTION, INC., a Massachusetts corporation, IDEXX OPERATIONS, INC., a Delaware corporation, IDEXX REFERENCE LABORATORIES, INC., a Delaware corporation, OPTI MEDICAL SYSTEMS, INC., a Delaware corporation, IDEXX LABORATORIES CANADA CORPORATION, a company formed under the laws of Canada (collectively with the Administrative Borrower, the "Borrowers"), the LENDERS party hereto, JPMORGAN CHASE BANK, NATIONAL ASSOCIATION, as Administrative Agent and JPMORGAN CHASE BANK, NATIONAL ASSOCIATION, TORONTO BRANCH, as Toronto Agent. Capitalized terms used but not otherwise defined herein shall have the meanings provided in the Credit Agreement.

WHEREAS, the Borrowers, the Lenders and the Agents are parties to a certain Amended and Restated Credit Agreement dated as of March 30, 2007 (as amended and in effect from time to time, the "Credit Agreement"), pursuant to which the Lenders have agreed, upon certain terms and conditions, to make loans and otherwise extend credit to the Borrowers; and

WHEREAS, the Borrowers, the Lenders and the Agents have agreed, on the terms and conditions set forth herein, to amend certain provisions of the Credit Agreement.

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Borrowers, the Lenders and the Agents hereby agree as follows:

ARTICLE 1

AMENDMENTS TO CREDIT AGREEMENT

1.01. Amendments to the Credit Agreement. The Credit Agreement is hereby amended as follows:

(a) Section 1.1 of the Credit Agreement is hereby amended by amending and restating the definitions of "Consolidated Leverage Ratio" and "Letter of Credit" as follows:

““Consolidated Leverage Ratio” means, as of any date of determination, the ratio of (a) Consolidated Total Debt as of such date minus the amount of such Indebtedness represented by issued but undrawn letters of credit or bank guarantees, and minus Indebtedness incurred as guaranties or repurchase obligations on behalf of non-Subsidiaries under equipment purchase, lease or rental agreements, to (b) Consolidated EBITDA for such Reference Period.”

““Letter of Credit” means any letter of credit or “bank guarantee”, as the case may be, issued pursuant to Section 2.5 of this Agreement.”

(b) Section 2.22 of the Credit Agreement is hereby amended by (i) deleting the term “250,000,000” and replacing in lieu thereof, the term “325,000,000”, and (ii) inserting the following language at the end of the first paragraph thereof, “As a condition to the effectiveness of any increase in the aggregate Commitment that results in an aggregate Commitment in excess of \$250,000,000, the Administrative Agent shall have received documents of the types referred to in Section 4.1(b) and Section 4.1(c) hereof, in each case, in form and substance satisfactory to the Administrative Agent.”

(c) Section 5.1(b) of the Credit Agreement is hereby amended by deleting the phrase “, stockholders’ equity” from the first sentence thereof.

(d) Section 6.4(g) of the Credit Agreement is hereby amended by deleting the term “Investments” from the second line of such subsection and replacing in lieu thereof, the term “investments”.

ARTICLE 2

REPRESENTATIONS AND WARRANTIES

2.01. Representations and Warranties. The Borrowers represent and warrant to the Lenders as follows:

(a) Representation and Warranties in the Credit Agreement. The representations and warranties of each Loan Party contained in each of the Credit Agreement and the other Loan Documents were true and correct in all respects as of the date when made and continue to be true and correct in all respects on the date hereof, except to the extent that such representations and warranties specifically refer to an earlier date, in which case they were true and correct as of such earlier date.

(b) Ratification, Etc. Except as expressly amended hereby, each of the Credit Agreement and the other Loan Documents is hereby ratified and confirmed in all respects and shall continue in full force and effect. The Credit Agreement shall, together with this Amendment, be read and construed as a single agreement. All references in the Credit Agreement, the other Loan Documents or any related agreement or instrument shall hereafter refer to the Credit Agreement as amended hereby.

(c) Authority, Etc. The execution and delivery by the Borrowers of this Amendment and the performance by each Loan Party of all of its respective agreements and obligations under the Credit Agreement, as amended hereby, are within such Loan Party’s corporate authority and have been duly authorized by all necessary corporate action on the part of such Loan Party.

(d) Enforceability. This Amendment and the Credit Agreement, as amended hereby, constitute the legal, valid and binding obligations of each Borrower and are enforceable against such Borrower in accordance with their terms.

(e) No Default. Both before and after giving effect to this Amendment, no Default or Event of Default shall exist.

ARTICLE 3

CONDITIONS PRECEDENT

3.01. Conditions Precedent. This Agreement shall be effective immediately upon receipt by the Administrative Agent of all of the following, each in form and substance satisfactory to the Administrative Agent:

(a) Executed Agreement. Counterparts of this Agreement duly executed by the Borrowers, the Agents and Lenders representing the Required Lenders (as such term is in effect after giving effect to that Modification Agreement referred to below).

(b) Other Agreements. Each of the conditions precedent to that certain Modification Agreement (the "Modification Agreement"), dated as of the date hereof, by and among the Loan Parties, the Agents and the Lenders party thereto, shall have been satisfied and such agreements shall be in full force and effect (or shall be in full force and effect simultaneously with the effectiveness of this Agreement).

(c) Corporate Documents. Such documents and certificates as the Administrative Agent or its counsel may reasonably request relating to the organization, existence and good standing of the Borrowers, the authorization of this Agreement and any other legal matters relating to the Borrowers and this Agreement, all in form and substance satisfactory to the Administrative Agent and its counsel.

(d) Fees and Expenses. Pursuant to Section 10.3(a) of the Credit Agreement, payment of all fees and expenses (including fees and expenses of counsel to the Agents) in connection with the preparation, execution and delivery of this Agreement, including (i) any applicable fees and expenses as may separately be agreed between the Administrative Agent and the Loan Parties and (ii) the reasonable fees and expenses of Bingham McCutchen LLP.

ARTICLE 4

MISCELLANEOUS

4.01. No Other Amendments. Except as expressly provided in this Agreement, all terms and conditions of the Credit Agreement and the other Loan Documents remain in full force and effect.

4.02. Execution in Counterparts. This Agreement may be executed in counterparts (and by different parties hereto in different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. Delivery of an executed counterpart of this Agreement by telecopy, or other electronic transmission, shall be equally as effective as delivery of an original executed counterpart hereof or delivery of an original signature page with implied authority to attach the same to a counterpart hereof which thereupon will become an originally executed and delivered counterpart hereof.

4.03. GOVERNING LAW. THIS AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed by their respective authorized officers as of the day and year first above written.

IDEXX LABORATORIES, INC.,

By /s/ Merilee Raines
Name: Merilee Raines
Title: Corporate Vice President, Chief Financial Officer and Assistant Secretary

IDEXX DISTRIBUTION, INC.

By /s/ Merilee Raines
Name: Merilee Raines
Title: Treasurer and Assistant Secretary

IDEXX OPERATIONS, INC.

By /s/ Merilee Raines
Name: Merilee Raines
Title: Vice President, Treasurer and Assistant Secretary

IDEXX REFERENCE LABORATORIES, INC.,

By /s/ Merilee Raines
Name: Merilee Raines
Title: Treasurer and Assistant Secretary

OPTI MEDICAL SYSTEMS, INC.,

By /s/ Merilee Raines
Name: Merilee Raines
Title: Vice President, Treasurer and Assistant Secretary

IDEXX LABORATORIES CANADA
CORPORATION,
as a Borrower

By /s/ Merilee Raines
Name: Merilee Raines
Title: Vice President, Treasurer and Assistant
Secretary

JPMORGAN CHASE BANK, NATIONAL
ASSOCIATION, as Administrative Agent and
Lender

By /s/ Peter M. Killea

Name: Peter M. Killea

Title: Vice President

CANADIAN LENDING OFFICE:

JPMORGAN CHASE BANK, NATIONAL
ASSOCIATION, TORONTO BRANCH,
as Toronto Agent

By /s/ Steve Voight

Name: Steve Voight

Title: Senior Vice President

BANK OF AMERICA, N.A.

By /s/ Jane A. Parker

Name: Jane A. Parker

Title: Senior Vice President

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By /s/ Medina Sales de Andrade

Name: Medina Sales de Andrade

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By /s/ Patricia S. Gaudreau
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By /s/ Jody Sanderson
Name: Jody Sanderson
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Name: Gabriella King
Title: Authorized Signatory

ABN AMRO BANK N.V.

By /s/ Alex Blodi
Name: Alex Blodi
Title: Managing Director

By /s/ Tim Khisameyev
Name: Tim Khisameyev
Title: Associate

CANADIAN LENDING OFFICE:

By /s/ Amy MacDonald
Name: Amy MacDonald
Title: Manager

By /s/ Darcy Mack
Name: Darcy Mack
Title: First Vice President