MARLOW JOHN K
Form 4
March 25, 2005

FORM 4

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

STATEMENT OF CHANGES IN BENEFICIAL OWNERSHIP OF SECURITIES

Filed pursuant to Section 16(a) of the Securities Exchange Act of 1934, Section 17(a) of the Public Utility Holding Company Act of 1935 or Section 30(h) of the Investment Company Act of 1940

OMB APPROVAL

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Check this box if no longer subject to Section 16. Form 4 or Form 5 obligations may continue. *See* Instruction 1(b).

(Print or Type Responses)

1. Name and Address of Reporting Person *
MARLOW JOHN K

(Last) (First) (Middle)

112 W KING STREET

(Street)

STRASBURG, VA 22657

(City) (State) (Zip)

2. Issuer Name **and** Ticker or Trading Symbol
FIRST NATIONAL CORP /VA/ [FXNC]

3. Date of Earliest Transaction (Month/Day/Year)
03/24/2005

4. If Amendment, Date Original Filed(Month/Day/Year)

5. Relationship of Reporting Person(s) to Issuer
(Check all applicable)
__X__ Director
_____ 10% Owner
_____ Officer (give title below)
_____ Other (specify below)

6. Individual or Joint/Group Filing(Check Applicable Line)
_X_ Form filed by One Reporting Person
___ Form filed by More than One Reporting Person

Table I - Non-Derivative Securities Acquired, Disposed of, or Beneficially Owned

1.Title of Security (Instr. 3)	2. Transaction Date (Month/Day/Year)	2A. Deemed Execution Date, if any (Month/Day/Year)	3. Transaction Code (Instr. 8)		4. Securities Acquired (A) or Disposed of (D) (Instr. 3, 4 and 5)			5. Amount of Securities Beneficially Owned Following Reported Transaction(s) (Instr. 3 and 4)	6. Ownership Form: Direct (D) or Indirect (I) (Instr. 4)	7. Nature of Indirect Beneficial Ownership (Instr. 4)
			Code	V	Amount	(A) or (D)	Price			
Common Stock	03/24/2005		P		200	A	$ 45.5	2,200 (1)	I	Marlow Investment LLC

Reminder: Report on a separate line for each class of securities beneficially owned directly or indirectly.

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SEC 1474 (9-02)

Table II - Derivative Securities Acquired, Disposed of, or Beneficially Owned
(*e.g.*, puts, calls, warrants, options, convertible securities)

1. Title of Derivative Security (Instr. 3)	2. Conversion or Exercise Price of Derivative Security	3. Transaction Date (Month/Day/Year)	3A. Deemed Execution Date, if any (Month/Day/Year)	4. Transaction Code (Instr. 8)		5. Number of Derivative Securities Acquired (A) or Disposed of (D) (Instr. 3, 4, and 5)		6. Date Exercisable and Expiration Date (Month/Day/Year)		7. Title and Amount of Underlying Securities (Instr. 3 and 4)		8. Price of Derivative Security (Instr. 5)	9. Nu Deriv Secur Bene Owne Follo Repo Trans (Instr
				Code	V	(A)	(D)	Date Exercisable	Expiration Date	Title	Amount or Number of Shares		

Reporting Owners

Reporting Owner Name / Address	Relationships			
	Director	10% Owner	Officer	Other
MARLOW JOHN K 112 W KING STREET STRASBURG, VA 22657	X			

Signatures

Nancy T Fitchett by power of attorney DIRECTOR	03/25/2005
**Signature of Reporting Person	Date

Explanation of Responses:

***** If the form is filed by more than one reporting person, *see* Instruction 4(b)(v).

****** Intentional misstatements or omissions of facts constitute Federal Criminal Violations. *See* 18 U.S.C. 1001 and 15 U.S.C. 78ff(a).

(1) 300 Additional owned indirectly 2800 Additional owned directly

Note: File three copies of this Form, one of which must be manually signed. If space is insufficient, *see* Instruction 6 for procedure.
Potential persons who are to respond to the collection of information contained in this form are not required to respond unless the form displays a currently valid OMB number. S. federal securities laws to sell, pledge, transfer or otherwise dispose of all or any portion of the Cardinal Health common shares received by the stockholder as a result of the merger if the restriction results primarily from the stockholder entering into, or complying with, the terms of his support/ voting agreement. Each of the support/voting agreements may be terminated at the option of any party to the agreement at any time upon the earliest of (1) termination of the merger agreement, (2) the effective time of the merger and (3) April 30, 2003. The number of Syncor shares beneficially held (excluding Syncor options) by Messrs. Fu and Funari as of the record date were 1,450,002 shares, and 322,515 shares, respectively, which represent approximately 6.8% of the outstanding Syncor shares as of that date. The foregoing is a summary of the material provisions of, and is qualified by reference to, the support/ voting agreements of Messrs. Fu and Funari, a form of which is filed as an exhibit to the registration statement of which this document forms a part. 55 MATERIAL U.S. FEDERAL INCOME TAX CONSEQUENCES The following general discussion summarizes the anticipated material U.S. federal income tax consequences of the merger to Syncor stockholders that exchange their Syncor shares for Cardinal Health common shares in the merger. This discussion addresses only those Syncor stockholders that hold their Syncor common stock as a capital asset, and does not address all of the U.S. federal income tax consequences that may be relevant to particular Syncor stockholders in light of their individual circumstances or to Syncor stockholders that are subject to special rules, such

as: - financial institutions; - mutual funds; - tax-exempt organizations; - insurance companies; - dealers in securities or foreign currencies; - traders in securities that elect to apply a mark-to-market method of accounting; - foreign holders; - persons that hold their Syncor shares as part of a hedge, straddle, constructive sale or conversion transaction; or - Syncor stockholders that acquired their shares upon the exercise of Syncor options or otherwise as compensation. The following discussion is not binding on the Internal Revenue Service. It is based upon the Code, laws, regulations, rulings and decisions in effect as of the date of this document, all of which are subject to change, possibly with retroactive effect. Tax consequences under state, local and foreign laws and U.S. federal laws other than U.S. federal income tax laws, are not addressed. Syncor stockholders are urged to consult their tax advisors as to the specific tax consequences to them of the merger, including the applicability and effect of U.S. federal, state and local and foreign income and other tax laws in their particular circumstances. Skadden, Arps, Slate, Meagher & Flom LLP, special counsel to Syncor, has delivered an opinion, a copy of which has been filed as an exhibit to the registration statement, to the effect that, provided the merger is consummated in the manner described in the merger agreement (1) the merger will constitute a "reorganization" (within the meaning of Section 368(a) of the Code) and (2) no gain or loss will be recognized by Syncor stockholders upon the receipt of Cardinal Health common shares in exchange for Syncor shares pursuant to the merger, except with respect to cash received in lieu of fractional share interests in Cardinal Health common shares. It is a condition to the completion of the merger that Syncor receive an opinion, dated the closing date of the merger, to the same effect. An opinion of counsel represents counsel's best legal judgment and is not binding on the Internal Revenue Service or any court. No ruling has been, or will be, sought from the Internal Revenue Service as to the U.S. federal income tax consequences of the merger. Based on and subject to the above opinion, Syncor stockholders that exchange their Syncor common stock solely for Cardinal Health common shares in the merger will not recognize gain or loss for U.S. federal income tax purposes, except with respect to cash, if any, they receive in lieu of a fractional Cardinal Health common share. Each holder's aggregate tax basis in Cardinal Health common shares received in the merger will be the same as that holder's aggregate tax basis in Syncor common stock surrendered in the merger, decreased by the amount of any tax basis allocable to any fractional share interest for which cash is received. The holding period of Cardinal Health common shares received in the merger by a holder of Syncor common stock will include the holding period of Syncor common stock that the holder surrendered in the merger. A holder of Syncor common stock that receives cash in lieu of a fractional Cardinal Health common share will recognize gain or loss equal to the difference between the amount of cash received and that holder's 56 tax basis in Cardinal Health common shares that is allocable to the fractional Cardinal Health common share. That gain or loss generally will constitute capital gain or loss and will constitute long-term capital gain or loss if the Syncor stockholder has held the shares for more than 12 months on the date of the merger. The foregoing discussion of material U.S. federal income tax consequences is for general information purposes only and may not apply to all Syncor stockholders. The opinion of Skadden, Arps, Slate, Meagher & Flom LLP is not binding on the Internal Revenue Service. Because of the complexity of the tax laws, and because the tax consequences of the merger for any particular Syncor stockholder may be affected by matters not discussed in this document, each Syncor stockholder is urged to consult his own tax adviser with respect to the Syncor stockholder's own particular circumstances and with respect to the specific tax consequences of the merger to the Syncor stockholder, including the applicability and effect of U.S. state and local and foreign tax laws, estate tax laws and proposed changes in applicable tax laws. 57 THE COMPANIES BUSINESS OF SYNCOR Syncor is a provider of specialty services and products used in the diagnosis, treatment and management of heart disease, cancer and other disorders, the nation's leading provider of radiopharmacy services, and a leading provider of outpatient medical imaging services. Syncor compounds, dispenses and distributes unit-dose radiopharmaceuticals made by a number of manufacturers. Syncor also distributes radiopharmaceuticals in bulk to hospitals and other customers that compound and dispense the product themselves. Syncor's primary products are cardiology imaging agents used in diagnosing heart problems. In 2001, sales of Cardiolite(R) represented an estimated 58% of sales of all cardiac imaging agents in the United States and 53.4% of Syncor's total sales from continuing operations. Syncor acts as the primary distributor of Cardiolite(R), as well as a distributor of Bristol-Myers' other radiopharmaceutical products, under the terms of a supply and distribution agreement with Bristol-Myers. Under the terms of the distribution and supply agreement, Syncor has exclusive rights to distribute Cardiolite(R) within specified geographic areas surrounding most of its existing U.S. radiopharmacies. Syncor's exclusive rights to distribute Cardiolite(R) also extend to new radiopharmacies that it may develop or acquire in geographic areas where Bristol-Myers has no preexisting distribution arrangement. In other areas, and in areas outside of the specified areas

surrounding its radiopharmacies, Syncor's rights to distribute Cardiolite(R) are nonexclusive. Its rights to distribute other Bristol-Myers products, including Thallium, a generic cardiac imaging agent which accounted for 8.2% of its net sales in 2001 from continuing operations, also are nonexclusive. No other product constitutes more than 1.8% of Syncor's net sales. Syncor also produces fluorodeoxyglucose, which we refer to as FDG, which Syncor distributes through its network of radiopharmacies. FDG is the most commonly used radioisotope in positron emission tomography, which we refer to as PET, a highly sensitive imaging technology used to diagnose cancer and manage cancer therapies. When administered intravenously, FDG can reveal how certain organs and tissues are functioning by measuring glucose metabolism. FDG is widely used to study organ and tissue functions in neurology, cardiology and oncology. FDG is produced in cyclotrons and has a half-life of only 110 minutes. In order to effectively provide PET radiopharmaceuticals, it is essential to have adequate supplies of FDG in proximity to the radiopharmacy where the PET radiopharmaceutical is to be compounded and dispensed. To ensure an adequate supply of FDG, Syncor has built or acquired nine cyclotron facilities in key areas and has entered into arrangements with several local universities and other cyclotron owners and operators to supply it with this critical component of PET radiopharmaceuticals in other areas. Syncor produces and distributes Iodine-123 capsules. Iodine-123 is a radiopharmaceutical used to diagnose and treat thyroid disorders. Syncor manufactures Iodine-123 capsules at its Golden, Colorado facility. Syncor's radiopharmacies also distribute Iodine-125 brachytherapy seeds, which are used to treat prostate cancer. Syncor manufactured its own line of Iodine-125 brachytherapy seeds until February 2002, when it discontinued production of the seeds. Syncor offers more than 50 brand name and generic radiopharmaceuticals. Syncor is applying strengths developed in the marketing and distribution of Cardiolite(R) to position itself to become a major provider of PET radiopharmaceuticals, brachytherapy seeds and other time-sensitive, complex pharmaceutical products, such as Xigris, where it believes there are other marketing opportunities. Syncor has a strategic partnership with Eli Lilly and Company to be their exclusive rapid response provider of Xigris, a biotechnology compound used to treat severe sepsis, a life-threatening condition if not treated immediately. In February 2002, Syncor entered into an agreement with IDEC Pharmaceuticals Corporation to distribute Zevalin(R), a novel radioimmunotherapy recently approved by the U.S. Food and Drug Administration for the treatment of certain Non-Hodgkin's Lymphomas. Syncor has other businesses that complement its radiopharmacy services business. Syncor provides radiology technical staff on a temporary or full-time basis to hospitals, radiology clinics, nuclear cardiology clinics and physician offices in over 30 markets nationwide. On August 1, 2001, Syncor acquired Inovision 58 Radiation Measurements, LLC and its affiliate, Victoreen, LLC, both of which now operate as Syncor Radiation Management, LLC. As a result of the acquisition, Syncor now manufactures and supplies radiation measurement equipment and related accessories used by nuclear medicine departments, radiopharmacies and other businesses that handle radioactive materials. On August 31, 2001, Syncor acquired InteCardia, Inc., a provider of cardiovascular services through the operation of a state-of-the-art cardiac diagnostic facility that offers outpatient cardiac catheterization, nuclear cardiology and echocardiography. InteCardia also offers nuclear cardiology groups with full turnkey services, including the provision of imaging and cardiac stress equipment and nuclear medicine technologists. In 1994, Syncor introduced the SECURE(R) Safety Insert System, which is designed to eliminate the potential for contamination of lead-lined or tungsten radiopharmaceutical containers with radioactive material or the blood from used radiopharmaceutical syringes. With the SECURE(R) Safety Insert System, the risk of needle sticks also is reduced significantly. Syncor believes that its patented SECURE(R) Safety Insert System is the only system currently available that meets new, more stringent Occupational Safety and Health Administration industry standards that went into effect in July 2001. Syncor also has patent rights to a family of tungsten radiopharmaceutical delivery systems that Syncor refers to as the "Pigs." The Pigs are radiopharmaceutical containers that are smaller and weigh considerably less than traditional containers used to transport radiopharmaceuticals and set new industry standards for the safe transport and handling of radiopharmaceuticals, including FDG. Syncor's tungsten containers also provide enhanced radiation shielding compared to lead-lined delivery systems typically used by Syncor's competitors, resulting in a reduction in radiation exposure to Syncor's pharmacy personnel and customers. Syncor also licenses to its customers its proprietary Windows-based SYNtrac(TM), Unit Dose Manager and NucLink(TM) integrated software and hardware systems to assist them in the management of their nuclear medicine departments and to facilitate electronic communication with Syncor's radiopharmacies. As of December 31, 2001, Syncor licensed its software systems to more than 1,600 of its radiopharmacy customers. Syncor's 130 domestic radiopharmacies serve hospitals, medical clinics and medical imaging centers in 48 states and supplies more than 50% of the United States for these specialized services. Syncor

also owns or operates 15 radiopharmacies in 10 foreign countries and in Puerto Rico. Syncor's principal radiopharmacy service customers are: - corporate account customers, such as group purchasing organizations, or GPOs; - local independent hospitals and medical clinics; and - community-based, multiple-facility integrated health care networks, which we refer to as IHNs. Corporate account customers, either GPOs or proprietary multi-hospital groups, negotiate contracts on behalf of IHNs, independent hospitals, and clinics. These contracts are multi-year contracts, although certain contracts have clauses that permit the GPO or multi-hospital group to cancel the contract if certain conditions occur. Syncor estimates that it has 1,165 customers committed under a national or regional contract. Sales to members or affiliates of its corporate account customers were approximately $225 million in 2001, representing nearly 38% of its net sales from continuing operations, compared to approximately $187 million, or nearly 36% of its net sales in 2000. Syncor's largest corporate account customers include AmeriNet Inc. and Health Trust Purchasing Group (formerly Columbia/HCA). In 2001, sales to AmeriNet and Health Trust represented 13% and 8%, respectively, of Syncor's net sales from continuing operations. No other corporate account customer accounts for as much as 5% of Syncor's net sales. Syncor also has customers that are affiliated with GPOs that do not have contracts with us. Sales to these customers were approximately $191 million in 2001, representing nearly 32% of Syncor's net sales from continuing operations, compared to approximately $168 million, or 32.5% of Syncor's net sales in 2000 from continuing operations. No customers in this sales category accounted for as much as 5% of Syncor's net sales. Despite the fact that the majority of IHN's and hospitals hold membership or are affiliated with a GPO or proprietary multi-hospital group, some IHN's and local independent hospitals choose not to participate in a national agreement. Syncor's sales to these customers were approximately $133 million in 2001, representing 59 nearly 22.2% of Syncor's net sales from continuing operations. This compares to $104 million, representing 20.1% of Syncor's net sales from continuing operations, in 2000. No local independent hospital or clinic accounted for as much as 5% of Syncor's net sales. Syncor markets and sells its radiopharmacy services and products and services in the United States directly through a dedicated sales force of more than 100 national and regional sales and marketing personnel. Syncor's sales and marketing personnel are responsible for developing and managing personnel relationships and for communicating the benefits of working with Syncor. To maintain a highly effective local presence, Syncor's field sales force works closely with local radiopharmacy managers to ensure that Syncor's customers' expectations are met on a daily basis. Syncor also has personnel dedicated to targeting and managing contracts with multi-hospital groups, including GPOs, proprietary hospital systems, and multi-hospital alliances. In addition, Syncor has a specialty sales team designed to increase Syncor's sales in new areas separate from traditional nuclear medicine, such as brachytherapy and PET. Syncor also relies indirectly on the sales and marketing efforts by manufacturers of the radiopharmaceuticals Syncor distributes. For example, Syncor's sales and marketing force works closely with Bristol-Myers' sales and marketing personnel to make joint sales calls, prepare marketing and sales materials, and educate customers regarding the Bristol-Myers products Syncor distributes. Syncor has a nationwide distribution network consisting of a national distribution center in Toledo, Ohio, and three regional distribution centers. Syncor's national distribution center maintains a central warehouse of critical supplies in order to facilitate bulk-purchasing and minimize warehousing and inventory requirements at its radiopharmacies. Syncor also is a leading independent provider of outpatient medical imaging services. Its 70 outpatient medical imaging centers in the United States are organized in clusters, located primarily in Arizona, California, Florida and Texas. Syncor also owns or operates 19 medical imaging centers in five foreign countries and Puerto Rico. Medical imaging services principally are noninvasive procedures that generate representations of internal anatomy and convert them to film or digital media to aid in the detection and diagnosis of diseases and other disorders. By concentrating centers in targeted markets, Syncor offers managed care organizations and other third-party payors a full complement of medical imaging services, including magnetic resonance imaging, or MRI, computed tomography, or CT, traditional X-ray, mammography, ultrasound and fluoroscopy imaging, as well as PET imaging services. On June 14, 2002, Syncor announced that it is exiting the medical imaging business and is entertaining offers for CMI. As previously disclosed, in the quarter ending June 30, 2002, Syncor recorded an after-tax charge of approximately $28 million related to its decision to divest CMI, the reorganization of its international operations announced earlier in 2002, and other related operating charges. This charge, which is unrelated to the proposed merger with Cardinal Health, relates to facility closings, employee termination costs and the write-down of assets, including additional provisions for allowance for uncollectible accounts and contractual allowances, as well as corporate charges related to the reorganization of Syncor's information technology division and the departure of former Syncor executives. In Syncor's June 14, 2002

announcement regarding the discontinuation of CMI operations, Syncor indicated that it was entertaining bids for the sale of CMI. Since that announcement, numerous potential buyers have conducted due diligence on the CMI business. During the quarter ended September 30, 2002, Syncor received various offers from potential buyers, and, based on these offers, Syncor believes that it is probable that the sale of CMI will result in a loss on disposal to Syncor in the range of $28 million to $35 million, net after tax. Based on this information, Syncor intends to recognize an asset impairment charge relative to CMI in the range of $28 million to $35 million, net after tax, in the quarter ended September 30, 2002. Syncor has its principal executive offices at 6464 Canoga Avenue, Woodland Hills, California 91367-2407, and its telephone number is (818) 737-4000. Additional information regarding Syncor is contained in its filings with the SEC pursuant to the Exchange Act. See "Where You Can Find More Information." 60 BUSINESS OF CARDINAL HEALTH Cardinal Health is a leading, global provider of products and services supporting the health care industry. Cardinal Health employs nearly 50,000 people on five continents and produces annual revenues of more than $44 billion. Cardinal Health offers a broad spectrum of products and services to both upstream customers, including pharmaceutical, biotech, medical/surgical and lab manufacturers, and downstream customers, including pharmacies and hospitals, physician offices and other sites of care, through four primary business units: - Pharmaceutical distribution and provider services: Cardinal Health distributes a broad line of pharmaceutical and other health care products to hospital, retail and alternate-site pharmacies. We also operate several specialty health care businesses which offer value-added services such as repackaging and third-party logistics management, as well as specialty distribution of oncology products and other specialty products. Cardinal Health operates centralized nuclear pharmacies that prepare and deliver radio-pharmaceuticals, provides integrated pharmacy management and temporary staffing, and manages The Medicine Shoppe(R), a retail pharmacy franchise. - Medical-surgical products and services: Cardinal Health manufactures and distributes a broad range of medical, surgical and laboratory products, representing more than 3,000 suppliers in addition to our own line of self-manufactured products. We self-manufacture sterile and non-sterile procedure kits, surgical drapes, gowns and apparel, medical and surgical gloves, surgical suction and irrigation systems, respiratory therapy products, surgical instruments, instrument repair services, and special biopsy procedure devices. We also provide a range of consulting services that help hospitals improve quality and efficiency. - Pharmaceutical technologies and services: Cardinal Health provides services to the developers and marketers of pharmaceutical and biotechnology products and offers a spectrum of complementary services including unique drug delivery systems. We are a leading provider of contract manufacturing of oral and sterile liquid and injectible pharmaceuticals, as well as other health care products in topical, inhaled and ophthalmic formulations. We also provide contract drug development and marketing services, and we are the leading provider of diversified clinical and commercial packaging services in the U.S. and Europe. - Automation and information services: Cardinal Health operates leading-edge businesses focused on meeting customer needs through unique and proprietary automation and information products and services. These include our Pyxis point-of-use systems that automate the distribution and management of medications and supplies in hospitals and other health care facilities. We also provide information systems that analyze clinical outcomes and assist pharmacies in obtaining reimbursement from third parties. Cardinal Health has expanded into these businesses through a combination of internal growth and acquisitions to develop beyond its original drug distribution business. On February 18, 1998, Cardinal Health completed its acquisition of MediQual Systems, Inc., a leading supplier of clinical information management systems and services to the health care industry. On August 7, 1998, Cardinal Health completed a merger with R.P. Scherer Corporation, an international developer and manufacturer of drug delivery systems. On February 3, 1999, Cardinal Health completed a merger transaction with Allegiance Corporation, a McGaw Park, Illinois-based distributor and manufacturer of medical, surgical and laboratory products and a provider of cost-saving services. On September 10, 1999, Cardinal Health completed a merger transaction with Automatic Liquid Packaging, a Woodstock, Illinois-based custom manufacturer of sterile liquid pharmaceuticals and other healthcare products. On August 16, 2000, Cardinal Health completed the purchase of Bergen Brunswig Medical Corporation, a distributor of medical, surgical and laboratory supplies to doctors' offices, long-term care and nursing centers, hospitals and other providers of care. On February 14, 2001, Cardinal Health completed a merger transaction with Bindley Western Industries, Inc., an Indianapolis, Indiana-based wholesale distributor of pharmaceuticals and provider of nuclear pharmacy services. Cardinal Health has also completed a number of smaller acquisition transactions (asset purchases, stock purchases and mergers) during 61 the last five years, including transactions involving MedSurg Industries, Inc., Rexam Cartons Inc., International Processing Corporation, American Threshold Industries, Inc., SP Pharmaceuticals, L.L.C., Magellan Laboratories

Incorporated and Boron, LePore & Associates, Inc. Cardinal Health and Mudhen Merger Corp. each have their principal executive office at 7000 Cardinal Place, Dublin, Ohio 43017, and their telephone number is (614) 757-5000. Additional information concerning Cardinal Health and its subsidiaries is included in the Cardinal Health documents filed with the SEC, which are incorporated by reference in this document. See "Where You Can Find More Information." MUDHEN MERGER CORP. Mudhen Merger Corp. is a wholly owned subsidiary of Cardinal Health formed for the purpose of effecting the merger. OPERATIONS AFTER THE MERGER After completion of the merger, Syncor's operations will be combined with Cardinal Health's nuclear pharmacy services operations. The combined operations will be headquartered in Woodland Hills, California at Syncor's current headquarters, and will be a part of Cardinal Health's Pharmaceutical Technologies and Services segment. 62 DESCRIPTION OF CARDINAL HEALTH CAPITAL STOCK The following is a summary of certain rights of Cardinal Health shareholders. Reference is made to Cardinal Health's articles of incorporation and code of regulations, in each case, as amended and restated, copies of which are filed as exhibits to the registration statement of which this document is a part and are incorporated into this document by reference. See "Where You Can Find More Information" for information on how to obtain a copy of Cardinal Health's articles of incorporation or code of regulations. AUTHORIZED AND OUTSTANDING SHARES Cardinal Health's articles of incorporation authorize Cardinal Health to issue up to 750,000,000 Cardinal Health common shares. On October 14, 2002, approximately 442,579,900 Cardinal Health common shares were issued and outstanding, approximately 19,416,200 Cardinal Health common shares were held in treasury, approximately 101,726,760 Cardinal Health common shares were reserved for issuance under Cardinal Health's stock incentive and deferred compensation plans and approximately 14,700,000 Cardinal Health common shares were reserved for issuance under Cardinal Health's equity shelf registration statement. Based on the number of Syncor shares outstanding and the number of Syncor options outstanding (including Syncor options that are "out-of-the-money") as of the record date, Cardinal Health estimates that in connection with the merger, it will issue approximately 17.25 million Cardinal Health common shares including shares to be issued pursuant to Syncor options outstanding at the time of the merger. Cardinal Health's articles of incorporation also authorize Cardinal Health to issue up to 5,000,000 Class B common shares, none of which Cardinal Health Class B common shares are outstanding, and 500,000 nonvoting preferred shares, none of which Cardinal Health nonvoting preferred shares are outstanding. From time to time, Cardinal Health may issue additional authorized but unissued Cardinal Health common shares for share dividends, stock splits, employee benefit programs, financing and acquisition transactions, and other general purposes. Those Cardinal Health common shares will be available for issuance without action by Cardinal Health shareholders, unless the action is required by applicable law or the rules of the New York Stock Exchange or any other stock exchange on which Cardinal Health common shares may be listed in the future. All outstanding Cardinal Health common shares are fully paid and nonassessable. Cardinal Health shareholders do not have preemptive rights and have no rights to convert their Cardinal Health common shares into any other security. All Cardinal Health common shares are entitled to participate equally and ratably in dividends, when and as declared by the Cardinal Health board of directors. VOTING Cardinal Health shareholders are entitled to one vote per Cardinal Health common share for the election of directors and upon all matters on which Cardinal Health shareholders are entitled to vote. Holders of Cardinal Health Class B common shares (if any are issued in the future) are entitled to one-fifth of one vote per Cardinal Health Class B common share in the election of directors and upon all matters on which Cardinal Health shareholders are entitled to vote. Under certain circumstances, holders of Cardinal Health Class B common shares have a separate class vote. Under Ohio law, Cardinal Health shareholders are afforded the right to vote their Cardinal Health common shares cumulatively for the election of nominees to fill the particular class of directors to be elected at each annual meeting, subject to compliance with certain procedural requirements. ANTI-TAKEOVER PROVISIONS OF OHIO REVISED CODE Chapter 1704 of the Ohio Revised Code generally provides that any person that acquires 10% or more of a corporation's voting stock (thereby becoming an "interested shareholder") may not engage in a wide range of "business combinations" with the corporation for a period of three years following the date the person became an interested shareholder, unless the directors of the corporation have approved the transactions or the interested shareholder's acquisition of shares of the corporation prior to the date the interested shareholder 63 became a shareholder of the corporation. These restrictions on interested shareholders do not apply under certain circumstances, including, but not limited to, the following: - if the corporation's original articles of incorporation contain a provision expressly electing not to be governed by Chapter 1704 of the Ohio Revised Code; - if the corporation, by action of its shareholders, adopts an amendment to its articles of incorporation expressly electing

not to be governed by Chapter 1704 of the Ohio Revised Code; or - if, on the date the interested shareholder became a shareholder of the corporation, the corporation did not have a class of voting shares registered or traded on a national securities exchange. Cardinal Health's articles of incorporation do not contain a provision electing not to be governed by Chapter 1704 of the Ohio Revised Code. Under Section 1701.831 of the Ohio Revised Code, unless the articles of incorporation or code of regulations of a corporation otherwise provide, any control share acquisition of an "issuing public corporation" can be made only with the prior approval of the shareholders of the corporation. A "control share acquisition" is defined as any acquisition of shares of a corporation that, when added to all other shares of that corporation owned by the acquiring person, would enable that person to exercise levels of voting power in any of the following ranges: at least 20% but less than 33 1/3%, at least 33 1/3% but less than 50%, or 50% or more. Cardinal Health falls within the definition of issuing public corporation, but Cardinal Health's code of regulations expressly provides that the provisions of Section 1701.831 of the Ohio Revised Code do not apply to Cardinal Health. TRANSFER AGENT AND REGISTRAR The transfer agent and registrar for Cardinal Health common shares is EquiServe Trust Company, Providence, Rhode Island. 64 COMPARISON OF SHAREHOLDER/STOCKHOLDER RIGHTS As a result of the merger, Syncor stockholders will receive Cardinal Health common shares in exchange for their Syncor shares. The following is a summary of certain material differences between the rights of holders of Syncor shares and the rights of holders of Cardinal Health common shares. These differences arise in part from the differences between Delaware law governing business corporations, including the Delaware General Corporation Law, commonly referred to as the DGCL, and Ohio law governing business corporations, including the Ohio General Corporation Law, commonly referred to as the OGCL. Additional differences arise from the governing instruments of the two companies (in the case of Syncor, its certificate of incorporation and by-laws, in each case, as amended and restated, and, in the case of Cardinal Health, its articles of incorporation and its code of regulations, in each case, as amended and restated). Although it is impractical to compare all of the aspects in which Delaware law and Ohio law and Syncor's and Cardinal Health's governing instruments differ with respect to stockholders' or shareholders' rights, as the case may be, the following discussion summarizes certain significant differences between them. AUTHORIZED CAPITAL SHARES CARDINAL HEALTH SYNCOR - 750,000,000 Cardinal Health common shares - 200,000,000 Syncor shares - 5,000,000 Cardinal Health Class B common shares - 500,000 Cardinal Health nonvoting preferred shares PUBLIC MARKET FOR THE SHARES CARDINAL HEALTH SYNCOR Cardinal Health common shares are listed Syncor shares are quoted on The Nasdaq on the New York Stock Exchange. National Market. SIZE OF THE BOARD OF DIRECTORS CARDINAL HEALTH SYNCOR The OGCL provides that the board of The DGCL provides that the board of directors of an Ohio corporation with more directors of a Delaware corporation must than two shareholders must consist of three consist of at least one individual, with the or more individuals, with the number number specified in or fixed in accordance specified in or fixed in accordance with the with the certificate of incorporation or by- articles of incorporation or code of laws of the corporation. Syncor's certificate regulations of the corporation. Cardinal of incorporation and by-laws provide for the Health's code of regulations provides that number of directors to be fixed by majority the number of directors may not be fewer than vote of the entire Syncor board of directors; nine nor greater than 15. Currently, there the number of directors of Syncor currently are 15 directors. is nine. CLASSES OF DIRECTORS A classified board of directors is one in which some, but not all, of the directors are elected on a rotating basis each year. The purpose of staggering the terms of members of a board of directors is to promote stability and continuity within the board of directors. However, staggering the terms of directors also has the effect of decreasing the number of directors that may otherwise be elected by stockholders or shareholders, as the case 65 may be, in a given year, and, therefore, may have the effect of precluding a contest for the election of directors or may delay, prevent or make more difficult changes in control of a corporation. CARDINAL HEALTH SYNCOR The OGCL permits, but does not require, The DGCL permits, but does not require, a an Ohio corporation to provide in its Delaware corporation to provide in the articles of incorporation or code of certificate of incorporation or by-laws of regulations for a classified board of the corporation for a classified board of directors. Cardinal Health's code of directors. Syncor's by-laws divide the Syncor regulations divides the Cardinal Health board board of directors into three classes, as of directors into three classes, as nearly nearly equal in number as possible, with each equal in number as possible, with each class class of directors serving a staggered term of directors serving a staggered term of of three years. three years. NOMINATION OF DIRECTORS FOR ELECTION CARDINAL HEALTH SYNCOR The OGCL provides that only those Under Syncor's by-laws, a stockholder's individuals nominated as directors may be nomination of an individual for election as elected as

directors. Cardinal Health's code director is timely only if it is received at of regulations does not specify advance Syncor's principal executive offices not less notice requirements for nominating directors. than 60 days in advance of the annual meeting of stockholders if the annual meeting of stockholders is to be held on a day that is within 30 days preceding the anniversary of the previous year's annual meeting of stockholders or 90 days in advance of the annual meeting of stockholders if the annual meeting of stockholders is to be held on or after the anniversary of the previous year's annual meeting of stockholders, or, with respect to any other annual meeting of stockholders, on or before the close of business on the 15th day following the date of public disclosure of the date of the annual meeting of stockholders. VACANCIES ON THE BOARD OF DIRECTORS CARDINAL HEALTH SYNCOR The OGCL provides that vacancies, The DGCL provides that, unless the including vacancies resulting from an certificate of incorporation or by-laws of a increase in the number of directors, on an Delaware corporation provide otherwise, the Ohio corporation's board of directors may be board of directors of the corporation may filled by a majority of the remaining fill any vacancy on the board of directors, directors of the corporation, unless the including vacancies resulting from an governing documents of the corporation increase in the number of directors. The provide otherwise. If the remaining directors Syncor by-laws provide that newly created constitute less than a quorum of the board of directorships resulting from any increase in directors, then the remaining directors may the number of directors and any vacancies on fill vacancies by a majority vote. Cardinal the Syncor board of directors resulting from Health's code of regulations provides that death, resignation, disqualification, removal vacancies on the Cardinal Health board of or other cause, must be filled by the directors may be filled by the Cardinal affirmative vote of a majority of the Health board of directors until Cardinal remaining directors then in office, and that Health shareholders hold a meeting to fill any director elected in this fashion will the vacancy. In addition, Cardinal Health hold office for the remainder of the shareholders 66 may elect a director to fill a vacancy full term of the class of directors in which (including any vacancy that previously had the new directorship was created or the been filled by the directors) at any meeting vacancy occurred and until the director's of Cardinal Health shareholders called for successor is elected and qualified. Decreases that purpose. in the number of directors constituting the Syncor board of directors do not shorten the term of any incumbent director. REMOVAL OF DIRECTORS CARDINAL HEALTH SYNCOR The OGCL provides that directors of an The DGCL provides that directors of a Ohio corporation may only be removed for Delaware Corporation may be removed from cause by the affirmative vote of the holders office with or without cause, by the holders of a majority of the voting power entitling of a majority of the voting power of all holders to elect directors in place of those outstanding voting stock of the corporation, to be removed, except that, unless all of the unless the corporation has a classified board directors or all of the directors of a of directors or its governing documents particular class are removed, no individual provide otherwise. Syncor's by-laws provide director may be removed if the votes of a that any director may be removed from office sufficient number of shares are cast against with cause by the affirmative vote of the the director's removal that, if cumulatively holders of a majority of the then-outstanding voted at an election of all of the directors, shares entitled to vote for the election of or all of the directors of a particular directors, and that any director may be class, as the case may be, would be removed from office without cause by the sufficient to elect at least one director, affirmative vote of the holders of 75% of the unless the governing documents of the then-outstanding shares entitled to vote for corporation provide that no director may be the election of directors. removed from office or that removal of directors requires a greater vote than described above. Cardinal Health's code of regulations provides that all of the directors, all of the directors of a particular class, or any individual director may be removed, without assigning cause, by the affirmative vote of the holders of not less than 75% of the Cardinal Health common shares having voting power with respect to the election of directors, provided that unless all of the directors, or all of the directors of a particular class, are removed, no individual director will be removed in a case in which the votes of a sufficient number of shares are cast against his or her removal which, if cumulatively voted at an election of all of the directors, or all of the directors of a particular class, would be sufficient to elect at least one director. In addition, Cardinal Health's code of regulations provides that any director may be removed by the Cardinal Health board of directors for certain causes specified in Section 1701.58(B) of the OGCL (if the director is found by order of court to be of unsound mind, if the director is adjudicated a bankrupt, or if the director fails to meet any qualifications for office). 67 PROVISIONS AFFECTING CONTROL SHARE/STOCK ACQUISITIONS AND BUSINESS COMBINATIONS CARDINAL HEALTH SYNCOR Chapter 1704 of the Ohio Revised Code Section 203 of the DGCL provides prohibits an "interested shareholder" from generally that any person that acquires 15% engaging in a wide range of business or more of a Delaware corporation's voting combinations (such as mergers and

significant stock (thereby becoming an "interested asset sales) with an "issuing public stockholder") may not engage in a wide range corporation" for three years after the date of "business combinations" with the on which a shareholder becomes an interested corporation for a period of three years shareholder (share acquisition date), unless following the date the person became an the directors of the corporation approved the interested stockholder, unless (1) the board transaction or the share purchase by the of directors of the corporation has approved, interested shareholder prior to the share prior to that acquisition date, either the acquisition date. If the transaction was not business combination or the transaction that previously approved, the interested resulted in the person becoming an interested shareholder may effect a transaction after stockholder, (2) upon consummation of the the three-year period only if the transaction transaction that resulted in the person is approved by the affirmative vote of becoming an interested stockholder, that two-thirds of the voting power of the person owns at least 85% of the corporation's corporation and by the affirmative vote of voting stock outstanding at the time the the holders of at least a majority of the transaction commenced (excluding shares owned disinterested shares or if the offer meets by individuals who are directors and also certain fair price criteria. officers and shares owned by employee stock plans in which participants do not have the Chapter 1704 of the Ohio Revised Code right to determine confidentially whether restrictions do not apply if an Ohio shares will be tendered in a tender or corporation, by action of its shareholders exchange offer), or (3) the business holding at least two-thirds of the voting combination is approved by the board of power of the corporation, adopts an amendment directors of the corporation and authorized to its articles of incorporation specifying by the affirmative vote (at an annual or that Chapter 1704 of the Ohio Revised Code special meeting and not by written consent) will not be applicable to the corporation. of at least 66 2/3% of the outstanding voting Cardinal Health has not adopted this stock not owned by the interested amendment. stockholder. Cardinal Health's articles of These restrictions on interested incorporation provide that, except as stockholders do not apply under certain otherwise provided in Cardinal Health's circumstances, including, but not limited to, articles of incorporation or code of the following: (1) if the corporation's regulations, any action requiring a original certificate of incorporation supermajority vote under Ohio law may be contains a provision expressly electing not taken by the vote of Cardinal Health to be governed by Section 203 of the DGCL, or shareholders entitling them to exercise a (2) if the corporation, by action of majority of the voting power of Cardinal stockholders of the corporation, adopts an Health, unless the proportion specified by amendment to the certificate of incorporation applicable Ohio law cannot be altered by the or by- laws of the corporation expressly articles of incorporation or the code of electing not to be governed by Section 203 of regulations. the DGCL, with the amendment to be effective 12 months thereafter. Under Section 1701.831 of the Ohio Revised Code, unless the articles of Although neither Syncor's certificate of incorporation or code of regulations of an incorporation nor its by-laws contain a Ohio corporation otherwise provide, any provision electing not to be governed by control share acquisition of an issuing Section 203 of the DGCL, the Syncor board of public corporation only can be made with the directors has taken all necessary action to prior approval of the shareholders of the ensure that Section 203 of the DGCL is corporation. Cardinal Health's articles of inapplicable to the merger. incorporation and code of regulations expressly provide that the provisions of Section 1701.831 of the Ohio Revised Code will not apply. 68 MERGERS, ACQUISITIONS, SHARE/STOCK PURCHASES AND OTHER TRANSACTIONS CARDINAL HEALTH SYNCOR The OGCL generally requires approval of The DGCL requires that the merger or mergers, dissolution, dispositions of all or consolidation of a Delaware corporation with substantially all of an Ohio corporation's another entity, or the disposition of all or assets, and majority share acquisitions and substantially all of a Delaware corporation's combinations involving issuance of shares assets, requires the affirmative vote of a representing one-sixth or more of the voting majority of the board of directors of the power of the corporation immediately after corporation (except in limited circumstances) the consummation of the transaction (other and, with limited exceptions and unless the than so-called "parent-subsidiary" mergers), certificate of incorporation of the by two-thirds of the voting power of the corporation specifies a different percentage, corporation, unless the articles of the affirmative vote of a majority of the incorporation of the corporation specify a outstanding stock entitled to vote on the different proportion (not less than a merger or consolidation. majority). Cardinal Health's articles of incorporation provide that the vote of a Syncor's certificate of incorporation and majority of the voting power of Cardinal by-laws do not provide for a different Health (or majority of each class, if percentage. applicable) is required to approve these actions. NOTICE OF SHAREHOLDERS/STOCKHOLDERS MEETINGS CARDINAL HEALTH SYNCOR The OGCL requires an Ohio corporation to The DGCL requires that written notice notify shareholders of the corporation of the must be given to stockholders of a Delaware time, place, and purposes of shareholder corporation of the time, date and

place of meetings at least seven days but no more than stockholder meetings, as well as the means of 60 days prior to the date of the shareholders remote communications by which stockholders meeting, unless the articles of incorporation of the corporation may be deemed to be or code of regulations of the corporation present at the stockholders meeting, and, in specify a longer period. Upon request of an the case of special meetings, the purpose of individual entitled to call a special the special meeting, in each case, at least shareholders meeting, the corporation must ten days but no more than 60 days prior to give shareholders notice of the special the date of the special meeting. Syncor's meeting to be held no less than seven nor by-laws do not alter these statutory more than 60 days after receipt of the provisions. request. If notice is not given within 15 days of receipt of the request (or shorter or longer period as the articles of incorporation or code of regulations of the corporation specify), the individual calling the meeting may fix the time for the meeting and give notice to the other shareholders. Cardinal Health's code of regulations does not alter these statutory provisions. SUBMISSION OF SHAREHOLDER/STOCKHOLDER PROPOSALS CARDINAL HEALTH SYNCOR No provision for the submission of Under Syncor's by-laws, to be timely, shareholder proposals is made in the OGCL, or notice of a stockholder's proposal for in Cardinal Health's articles of consideration at an annual meeting must be incorporation or code of regulations. received at the principal executive offices of Syncor: (1) not less than 60 days in advance of the annual meeting if the annual meeting is to be held on a day that is within 30 days preceding the 69 anniversary of the previous year's annual meeting or 90 days in advance of the previous year's annual meeting if the annual meeting is to be held on or after the anniversary of the previous year's annual meeting; and (2) with respect to any other annual meeting, on or before the close of business on the 15th day following the date of public disclosure of the date of the annual meeting. SPECIAL MEETING OF SHAREHOLDERS/STOCKHOLDERS CARDINAL HEALTH SYNCOR The OGCL provides that holders of at The DGCL provides that special meetings least 25% of the outstanding shares of an of stockholders of a Delaware corporation may Ohio corporation (unless the code of be called by the board of directors of the regulations of the corporation specifies corporation, or by the individuals that are another percentage, which may in no case be authorized by the certificate of greater than 50%), the directors of the incorporation or by-laws of the corporation. corporation by action at a meeting or a Under Syncor's by-laws, special meetings of majority of the directors acting without a the stockholders may be called only by the meeting, the Chairman of the Board of the Chairman of the Board, the President or the corporation, and the President of the Secretary of Syncor upon the request of the corporation (or, in case of the President's Syncor board of directors pursuant to a death or disability, the Vice President of resolution approved by a majority of the the corporation authorized to exercise the entire Syncor board of directors. authority of the President) have the authority to call special meetings of shareholders. Cardinal Health's code of regulations expressly provides that special meetings of Cardinal Health shareholders may be called by the Chairman of the Board, the President, a majority of directors acting with or without a meeting, or the holders of shares entitling them to exercise at least 25% of the voting power of Cardinal Health entitled to be voted at the meeting. SHAREHOLDER/STOCKHOLDER ACTION WITHOUT A MEETING CARDINAL HEALTH SYNCOR The OGCL provides that any action that The DGCL provides that, unless otherwise may be taken by shareholders of an Ohio provided in the certificate of incorporation corporation at a meeting of shareholders may of a Delaware corporation, any action that be taken without a meeting with the unanimous may be taken by stockholders of the written consent of all shareholders entitled corporation at a meeting of stockholders may to vote at the meeting. Cardinal Health's be taken without a meeting, without prior code of regulations contains an identical notice and without a vote with the written provision. consent of the holders of outstanding stock having not less than the minimum number of votes required to take that action at a meeting of stockholders at which all shares of stock entitled to vote on the action were present and voted. Syncor's certificate of incorporation expressly prohibits the taking of stockholder actions other than at a duly called annual or special meeting of Syncor stockholders. 70 CUMULATIVE VOTING Cumulative voting entitles each shareholder or stockholder, as the case may be, to cast an aggregate number of votes equal to the number of voting shares or voting stock, as the case may be, held, multiplied by the number of directors to be elected. Each shareholder or stockholder, as the case may be, may cast all of his, her or its votes for one nominee or distribute them among two or more nominees. The candidates (up to the number of directors to be elected) receiving the highest number of votes are elected. CARDINAL HEALTH SYNCOR The OGCL provides that each shareholder While the DGCL allows the certificate of of an Ohio corporation has the right to vote incorporation of a Delaware corporation to cumulatively in the election of directors if provide for cumulative voting, Syncor's certain notice requirements are satisfied, certificate of incorporation does not contain unless the articles of incorporation of a

this provision. corporation are amended to eliminate cumulative voting for directors following their initial filing with the Ohio Secretary of State. Cardinal Health's articles of incorporation have not been amended to eliminate the rights of shareholders to vote cumulatively in the election of directors. VOTING RIGHTS CARDINAL HEALTH SYNCOR Under the OGCL, except to the extent Under the DGCL, the voting rights of that the express terms of the shares of any classes of stock of a Delaware corporation class as an Ohio corporation provide generally are set forth in the certificate of otherwise, each outstanding share, regardless incorporation or resolutions of the of class, entitles the shareholder to one corporation providing for the issuance of the vote on each matter properly submitted to class of stock. Under Syncor's certificate of shareholders of the corporation for their incorporation and by-laws, each share of vote. Cardinal Health's articles of Syncor common stock entitles its holder to incorporation expressly provide that each one vote. Syncor does not have any other Cardinal Health common share entitles its classes of stock. holder to one vote and each Cardinal Health Class B common share entitles its holder to one-fifth of one vote. In specified situations, nonvoting preferred shares may have voting rights. SHAREHOLDER/STOCKHOLDER CLASS VOTING RIGHTS CARDINAL HEALTH SYNCOR The OGCL provides that holders of a The DGCL requires voting by separate particular class of shares of an Ohio classes of stock of a Delaware corporation corporation are entitled to vote as a only with respect to amendments to the separate class if the rights of that class corporation's certificate of incorporation are affected in certain respects by mergers, that adversely affect the holders of those consolidations, or amendments to the articles classes of stock or increase or decrease the of incorporation. aggregate number of authorized shares or the par value of the shares of stock of any of Cardinal Health's articles of those classes. incorporation permit holders of Cardinal Health Class B common shares to vote as a Syncor only has one class of stock. separate class on any amendment to Cardinal Health's articles of incorporation that alters Cardinal Health Class B common shares' voting rights; on the issuance in the aggregate by Cardinal Health of additional Cardinal Health Class B common shares in excess of the number of Cardinal 71 Health Class B common shares held by Chemical Equity Associates and its affiliates or issuable pursuant to the provisions of Cardinal Health's articles of incorporation governing the conversion of Cardinal Health common shares and Cardinal Health Class B common shares; and on any amendment, repeal, or modification of Cardinal Health's articles of incorporation that adversely affects the powers, preferences, or special rights of the holders of Cardinal Health Class B common shares. RIGHTS OF PREFERRED AND SPECIAL SHAREHOLDERS/STOCKHOLDERS CARDINAL HEALTH SYNCOR Cardinal Health's articles of Under the Syncor certificate of incorporation authorize the Cardinal Health incorporation, there currently is no class of board of directors to issue up to 500,000 stock authorized other than Syncor common Cardinal Health nonvoting preferred shares in stock. The Syncor by-laws authorize the multiple series, without Cardinal Health Syncor board of directors to fix the shareholder approval. Prior to issuance, the designations and any of the preferences or Cardinal Health board of directors would rights of shares of Syncor stock relating to determine the designations, preferences, dividends, redemption, dissolution, or any limitations and relative and other rights of distribution of assets of Syncor or the Cardinal Health nonvoting preferred shares. conversion into shares of any other class of There are no Cardinal Health nonvoting Syncor stock, and to fix the number of shares preferred shares currently outstanding. of any series of Syncor stock or authorize an Depending upon the terms of Cardinal Health increase or decrease in the number of shares nonvoting preferred shares issued, a new of Syncor stock of any series. issuance may dilute the voting rights of holders of Cardinal Health common shares and any holders of Cardinal Health nonvoting preferred shares with preferences and rights superior to the rights of holders of Cardinal Health common shares and any previously issued Cardinal Health nonvoting preferred shares. The authorized Cardinal Health nonvoting preferred shares also may have possible antitakeover effects, because Cardinal Health could use the Cardinal Health nonvoting preferred shares in the adoption of a shareholder rights plan or other defensive measure. DIVIDENDS CARDINAL HEALTH SYNCOR The OGCL provides that dividends may be The DGCL provides that dividends may be paid in cash, property or shares of an Ohio paid in cash, property or shares of a corporation's capital stock. Delaware corporation's capital stock, and that the corporation may pay dividends out of The OGCL provides that an Ohio any surplus, and, if it has no surplus, out corporation may pay dividends out of surplus of any net profits for the fiscal year in in certain circumstances and must notify the which the dividend was declared or for the shareholders of the corporation if a dividend preceding fiscal year (provided that the is paid out of capital surplus. payment will not reduce capital below the amount of capital represented by all classes of stock having a preference upon the distribution of assets). RIGHTS OF DISSENTING SHAREHOLDERS/STOCKHOLDERS 72 CARDINAL HEALTH SYNCOR Under the OGCL, dissenting shareholders The DGCL provides that appraisal rights are entitled to appraisal rights in are available to dissenting

stockholders of a connection with the lease, sale, exchange, Delaware corporation in connection with transfer or other disposition of all or certain mergers or consolidations. However, substantially all of the assets of an Ohio unless the corporation's certificate of corporation and in connection with certain incorporation provides otherwise, the DGCL amendments to the corporation's articles of does not provide for appraisal rights (1) if incorporation. Shareholders of an Ohio the stock of the corporation is listed on a corporation being merged into or consolidated national securities exchange or an with another corporation also are entitled to interdealer quotations system or held of appraisal rights. In addition, shareholders record by more than 2,000 stockholders (as of an acquiring corporation are entitled to long as the stockholders receive in the appraisal rights in any merger, combination merger stock of the surviving corporation or or majority share acquisition in which those of any other corporation the stock of which shareholders are entitled to voting rights. is listed on a national securities exchange The OGCL provides shareholders of an or an interdealer quotations system or held acquiring corporation with voting rights if of record by more than 2,000 stockholders) or the acquisition (a majority share (2) if the corporation is the surviving acquisition) involves the transfer of shares corporation and no vote of its stockholders of the acquiring corporation entitling the is required for the merger. Syncor's recipients of those shares to exercise certificate of incorporation does not provide one-sixth or more of the voting power of the otherwise. The DGCL does not provide acquiring corporation immediately after the appraisal rights to stockholders that dissent consummation of the transaction. from the sale of all or substantially all of the corporation's assets or an amendment to The OGCL provides that a shareholder of the certificate of incorporation of the an Ohio corporation's written demand must be corporation, although the certificate of delivered to the corporation not later than incorporation may so provide. Syncor's ten days after the taking of the vote on the certificate of incorporation does not provide matter giving rise to appraisal rights. for these rights. RIGHTS AGREEMENT CARDINAL HEALTH SYNCOR Cardinal Health does not have a rights On September 28, 1999, the Syncor board plan or comparable arrangement in place. of directors declared a dividend distribution of one right for each outstanding share of common stock pursuant to the rights agreement. The dividend is payable to holders of record of Syncor common stock at the close of business on October 8, 1999. Each right entitles the registered holder to purchase from Syncor one share of Syncor common stock at a price of $180 per share, which Syncor refers to as the purchase price. Currently, the rights are attached to all Syncor common stock certificates, and no separate rights certificates have been distributed. Subject to certain exceptions, the rights will separate from the Syncor common stock and a "distribution date" will occur upon the earlier of (1) ten business days following a public announcement that a person or group of affiliated or associated persons, which Syncor refers to as an acquiring person, has acquired, or obtained the right to acquire, beneficial ownership of 15% or more of the outstanding Syncor shares other than as a result of repurchases of Syncor common stock by Syncor or certain purchases by institutional or certain 73 other similar Syncor stockholders, so long as they do not own 20% or more of the outstanding Syncor shares or following the date a person has entered into an agreement or arrangement with Syncor providing for an "acquisition transaction," which Syncor refers to as the stock acquisition date or (2) ten business days following the commencement of a tender offer or exchange offer that would result in a person or group becoming an acquiring person. An "acquisition transaction" is defined in the rights agreement as (1) a merger, consolidation or similar transaction involving Syncor as a result of which Syncor stockholders will own less than 50% of the outstanding Syncor shares, or (2) a purchase or other acquisition of all or substantially all of the assets of Syncor. Until the distribution date, - the rights will be evidenced by the Syncor stock certificates and will be transferred with and only with the Syncor stock certificates, - new Syncor stock certificates issued after the record date or new issuances will contain a notation incorporating the rights agreement by reference, and - the surrender for transfer of any outstanding Syncor stock certificates will also constitute the transfer of the rights associated with the Syncor common stock represented by the Syncor certificate. The rights are not exercisable until the distribution date and will expire at the close of business on September 28, 2009, unless earlier redeemed or extended by Syncor as described below. As soon as practicable after the distribution date, rights certificates will be mailed to holders of record of Syncor common stock as of the close of business on the distribution date, and, thereafter, the separate rights certificates alone will represent the rights. Syncor shares issued after the distribution date will be issued with rights if those Syncor shares are issued pursuant to the exercise of Syncor options or under an employee benefit plan, or upon the conversion of securities issued after adoption of the rights agreement. Except as otherwise determined by the Syncor board of directors, no other Syncor shares issued after the distribution date will be issued with rights. In the event that a person becomes an acquiring person, except pursuant to an offer for all outstanding Syncor shares at a price determined by a majority of the Syncor independent

directors, after receiving advice from one or more investment banking firms, to be adequate and otherwise in the best interests of Syncor and Syncor stockholders, each holder of a 74 right will, thereafter, have the right to receive, upon exercise, Syncor common stock (or, in certain circumstances, cash, property or other securities of Syncor), having a value equal to two times the "exercise price" of the right. The exercise price is the purchase price times the number of Syncor shares associated with each right (initially, one Syncor share). Notwithstanding any of the foregoing, following the occurrence of the event set forth in this paragraph, all rights that are, or (under certain circumstances specified in the rights agreement) were, beneficially owned by any acquiring person will be null and void. However, rights are not exercisable following the occurrence of the event set forth above until the time as the rights are no longer redeemable by Syncor as set forth below. For example, at an exercise price of $180 per right, each right not owned by an acquiring person (or by certain related parties) following the event set forth in the preceding paragraph would entitle its holder to purchase $360 worth of Syncor common stock (or other consideration, as noted above). Assuming that Syncor common stock had a per share value of $40 at that time, the holder of each valid right would be entitled to purchase nine Syncor shares for $180. In the event that, following the stock acquisition date, (1) Syncor engages in a merger or other business combination transaction in which Syncor is not the surviving corporation, (2) Syncor engages in a merger or other business combination transaction in which Syncor is the surviving corporation and Syncor common stock is changed or exchanged, or (3) 50% or more of Syncor's assets, cash flow or earning power is sold or transferred, each holder of a right (except rights that previously have been voided as set forth above) will thereafter have the right to receive, upon exercise of the right, common stock of the acquiring company having a value equal to two times the exercise price of the right. The events set forth in this paragraph and in the second preceding paragraph are referred to as the "triggering events." Notwithstanding the foregoing paragraph, for 180 days, which we refer to as the special period, following a change in control of the Syncor board of directors that has not been approved by the Syncor board of directors, occurring within nine months of announcement of an unsolicited third-party acquisition or business combination proposal or of a third party's intent or proposal otherwise to become an acquiring person, the new Syncor directors are entitled to redeem the rights (assuming the rights would have otherwise been redeemable), including to 75 facilitate an acquisition or business combination transaction involving Syncor, but only - if they have followed certain prescribed procedures, or - if the procedures are not followed, and if their decision regarding redemption and any acquisition or business combination is challenged as a breach of fiduciary duty of care or loyalty, the directors (solely for purposes of the effectiveness of the redemption decision) are able to establish the entire fairness of the redemption or transaction. Until a right is exercised, the holder of the right will have no rights as a Syncor stockholder, including, without limitation, the right to vote or to receive dividends simply because he or she is a rights holder. While the distribution of the rights will not be taxable to Syncor stockholders or to Syncor, Syncor stockholders may, depending upon the circumstances, recognize taxable income in the event that the rights become exercisable for Syncor common stock (or other consideration) or for common stock of the acquiring company or in the event of the redemption of the rights as set forth above. In connection with the execution of the merger agreement, Syncor and the rights agent executed an amendment to the rights agreement so as to provide that neither Cardinal Health nor Mudhen Merger Corp. will become an acquiring person and that no stock acquisition date, distribution date, or triggering event will occur as a result of the completion of the merger or any other transaction contemplated by the merger agreement. See "The Merger Agreement -- Syncor Rights Agreement Amendment." The rights are designed to protect Syncor stockholders in the event of unsolicited offers or attempts to acquire Syncor, including offers that do not treat all Syncor stockholders equally, acquisitions in the open market of Syncor shares constituting control without offering fair value to all Syncor stockholders, and other coercive or unfair takeover tactics that could impair the Syncor board of directors' ability to fully represent Syncor stockholders' interests.

SHAREHOLDER/STOCKHOLDER PREEMPTIVE RIGHTS CARDINAL HEALTH SYNCOR The OGCL provides that the shareholders The DGCL provides that no stockholder of of an Ohio corporation do not have a a Delaware corporation will have any preemptive right to acquire the corporation's preemptive rights to purchase additional unissued shares, except to the extent the securities of the corporation, unless the articles of incorporation of the corporation certificate of incorporation of the permit. 76 Cardinal Health's articles of incorporation corporation expressly grants these rights. expressly eliminate any preemptive rights. Syncor's certificate of incorporation does not provide for preemptive rights. INSPECTION OF SHAREHOLDER/STOCKHOLDER LISTS CARDINAL HEALTH SYNCOR Under the OGCL, shareholders of an Ohio The DGCL provides any stockholder of a corporation have the right, upon written Delaware corporation the right to inspect for demand stating the purpose, to examine, at any proper

purpose the corporation's stock any reasonable time and for any reasonable ledger, a list of the corporation's and proper purpose, the articles of stockholders, and the corporation's books and incorporation of the corporation, the other records, and to make copies or extracts corporation's books and records of account, of the stock ledger, the list of the the corporation's minutes, the corporation's corporation's stockholders, and the records of shareholders, and the corporation's books and other records. A corporation's voting trust agreements, if "proper purpose" means a purpose reasonably any, on file with the corporation, and to related to the person's interest as a make copies of these items. Cardinal Health's stockholder. Syncor's by-laws further provide code of regulations authorizes the Cardinal that, at least ten days before each meeting Health board of directors to make reasonable of stockholders, the list of Syncor rules and regulations prescribing under what stockholders will be open to the examination conditions the books, records, accounts, and of any Syncor stockholder, for any purpose documents of Cardinal Health will be open to germane to the meeting, during ordinary inspection by Cardinal Health shareholders. business hours, either at a place within the city, town or village where the meeting is to The OGCL requires that, upon the request be held, or at the place where the meeting is of a shareholder of an Ohio corporation at to be held. The stockholders list must be any meeting of shareholders, the corporation produced and kept at the time and place of must produce at the meeting an alphabetically the meeting during the whole time of the arranged list, or classified lists, of the meeting, and may be inspected by any shareholders of record as of the applicable stockholder that is present. record date that are entitled to vote. 77 LIABILITY OF DIRECTORS AND OFFICERS CARDINAL HEALTH SYNCOR The OGCL provides no provision limiting The DGCL allows a Delaware corporation to the liability of officers, employees or include in the certificate of incorporation agents of an Ohio corporation Cardinal of the corporation, and the Syncor Health's articles of incorporation also do certificate of incorporation contains, a not contain that type of provision. However, provision eliminating the liability of a under the OGCL, a director of an Ohio director for monetary damages for a breach of corporation is not liable for monetary his or her fiduciary duties as a director, damages, unless it is proved by clear and except liability: convincing evidence that the director's action or failure to act was undertaken with - for any breach of a director's duty of deliberate intent to cause injury to the loyalty to the corporation or its corporation or with reckless disregard for stockholders, the best interests of the corporation. - for acts or omissions not in good faith or that involve intentional misconduct or knowing violation of law, - under Section 174 of the DGCL (which generally deals with unlawful payments of dividends, stock repurchases and redemptions), and - for any transaction from which the director derived an improper personal benefit. DUTIES OF DIRECTORS CARDINAL HEALTH SYNCOR The OGCL requires a director of an Ohio The DGCL contains no express provisions corporation to perform his or her duties as a relating to standards governing a director's director: performance of his or her duties. - in good faith, - with the care an ordinarily prudent person in a like position would exercise under similar circumstances, and - in a manner the director reasonably believes to be in or not opposed to the best interests of the corporation. The OGCL provides that a director will not be found to have violated his or her duties as a director, unless it is proved by clear and convincing evidence that the director has not acted in good faith, in a manner the director reasonably believes to be in or not opposed to the best interests of the corporation, or with the care that an ordinarily prudent person in a like position would use under similar circumstances. This standard applies in any action brought against a Cardinal Health director, including actions involving or affecting a change or potential change in control of Cardinal Health, a termination or potential termination of the director's service to Cardinal Health as a director or the director's service in any other position or relationship with Cardinal Health. 78 INDEMNIFICATION OF DIRECTORS AND OFFICERS CARDINAL HEALTH SYNCOR The OGCL provides that an Ohio The DGCL permits a Delaware corporation corporation may indemnify directors, to indemnify directors, officers, employees officers, employees and agents of a and agents of the corporation under certain corporation within prescribed limits, and circumstances, and mandates indemnification must indemnify them under certain under certain circumstances. The DGCL permits circumstances. The OGCL does not authorize the corporation to indemnify an officer, payment by a corporation of judgments against director, employee or agent of the a director, officer, employee or agent of a corporation for fines, judgments, or corporation after a finding of negligence or settlements, as well as for expenses in the misconduct in a derivative suit absent a context of actions other than derivative court order. Indemnification is required, actions, if the individual acted in good however, to the extent the individual faith and in a manner the individual succeeds on the merits. In all other cases, reasonably believed to be in or not opposed if it is determined that a director, officer, to the best interests of the corporation, or, employee or agent of the corporation acted in in the case of a criminal proceeding, if the good faith and in a manner the individual individual had no reasonable cause to believe reasonably believed to be in or not

opposed that the individual's conduct was unlawful. to the best interests of the corporation, or, Indemnification against expenses incurred by with respect to a criminal proceeding, he or a director, officer, employee or agent of the she had no reasonable cause to believe that corporation in connection with a proceeding his or her conduct was unlawful, against the individual for actions in his or indemnification is discretionary, except as her capacity as a director, officer, employee otherwise provided by a corporation's or agent of the corporation, is mandatory to articles of incorporation, or code of the extent that the individual has been regulations, or by contract, and except with successful on the merits. If a director, respect to the advancement of expenses to officer, employee or agent of the corporation directors (as discussed in the next is determined to be liable to the paragraph). The statutory right to corporation, indemnification for expenses is indemnification is not exclusive in Ohio, and not allowable, subject to limited exceptions Ohio corporations may, among other things, when a court deems the award of expenses purchase insurance to indemnify these appropriate. The DGCL grants express power to individuals. the corporation to purchase liability insurance for its directors, officers, The OGCL provides that a director (but employees and agents of the corporation, not an officer, employee or agent) of an Ohio regardless of whether the individual is corporation is entitled to mandatory otherwise eligible for indemnification by the advancement of expenses, including attorneys' corporation. Advancement of expenses is fees, incurred in defending any action, permitted, but an individual receiving including derivative actions, brought against advances must repay those expenses if it is the director, provided that the director ultimately determined that he or she is not agrees to cooperate with the corporation entitled to indemnification. concerning the matter and to repay the amount advanced if it is proven by clear and Syncor's by-laws provide for convincing evidence that the director's act indemnification of Syncor's directors to the or failure to act was done with deliberate fullest extent possible against all liability intent to cause injury to the corporation or and loss suffered and expenses (including with reckless disregard for the corporation's attorneys' fees), judgments, fines and best interests. amounts paid in settlement, as well as for expenses incurred to the extent the director Cardinal Health's code of regulations is successful on the merits and for provides for indemnification by Cardinal advancement of expenses. Health to the fullest extent expressly permitted by the OGCL of any individual made or threatened to be made a party to any action, suit or proceeding by reason of the fact that the individual is or was a director, officer, employee or agent of Cardinal Health or of any other corporation for which the individual was serving as a director, officer, employee or agent at the request of Cardinal Health. AMENDMENT OF CHARTER DOCUMENTS 79 CARDINAL HEALTH SYNCOR To amend an Ohio corporation's articles The DGCL requires approval by holders of of incorporation, the OGCL requires the a majority of the voting power of a Delaware approval of shareholders of the corporation corporation, and of a majority of the holding two-thirds of the voting power of the outstanding stock of each class entitled to corporation or, in cases in which class vote to amend the certificate of the voting is required, of shareholders of the corporation as a class, in order to amend the corporation holding two-thirds of the voting certificate of incorporation of the power of that class, unless otherwise corporation. specified in the corporation's articles of incorporation. Cardinal Health's articles of Syncor's certificate of incorporation incorporation specify that the holders of a provides that the affirmative vote of the majority of the voting power of Cardinal holders of at least 75% of the voting power Health, or, when appropriate, any class of of the outstanding stock of each class, Cardinal Health shareholders, may amend voting together as a single class, is Cardinal Health's articles of incorporation. required to amend the article of Syncor's certificate of incorporation relating to The OGCL also provides that any amendment amendment of Syncor's certificate of to the articles of incorporation of the incorporation or by-laws. corporation whose directors are classified that would change or eliminate classification of directors may be adopted by the shareholders only at a meeting expressly held for that purpose, by the vote described above and by the affirmative vote of at least a majority of disinterested shares voted on the proposal. AMENDMENT AND REPEAL OF CODE OF REGULATIONS AND BY-LAWS CARDINAL HEALTH SYNCOR The OGCL provides that only shareholders Under the DGCL, holders of a majority of of an Ohio corporation have the power to the voting power of a Delaware corporation amend and repeal the corporation's code of and, when provided in the certificate of regulations. incorporation of the corporation, the directors of the corporation, have the power Cardinal Health's code of regulations to adopt, amend and repeal the by-laws of a requires that these amendments be approved by corporation. the affirmative vote of the holders of a majority of the voting power entitled to vote As permitted by the DGCL, Syncor's on the matter, except that the affirmative certificate of incorporation gives Syncor's vote of the holders of not less than 75% of directors the power to make, alter, amend, or the Cardinal Health common shares having repeal the Syncor by-laws, and provides that voting power is required to amend, change or any by-laws made by Syncor's directors under adopt any provision

inconsistent with, or the powers conferred thereby may be altered, repeal provisions of Cardinal Health's code amended or repealed by Syncor's directors or of regulations regarding the number and Syncor stockholders, provided that the classification of Cardinal Health directors, sections of Syncor's by-laws relating to the term of office of Cardinal Health annual and special meetings, confidential directors, the removal of Cardinal Health voting, the terms, appointment and removal of directors, or amendments to Cardinal Health's directors, and amendment of the by-laws, only code of regulations. may be altered, amended or repealed by the affirmative vote of the holders of 75% of the The OGCL also provides that any amendment then- outstanding voting stock, voting as a to the code of regulations of a corporation single class. whose directors are classified that would change or eliminate the classification of Syncor's by-laws provide that, except as directors may be adopted by the shareholders otherwise provided in Syncor's certificate of only at a meeting expressly held for that incorporation or under applicable law, purpose, by the vote described above and by Syncor's by-laws may be made, altered or the affirmative vote of at least a majority repealed by either holders of a majority of of disinterested the stock then entitled to vote present in person or by 80 shares voted on the proposal. proxy at any annual or special meeting of Syncor stockholders at which a quorum is present, or by the affirmative vote of a majority of the Syncor board of directors. 81 OTHER ACTION TO BE TAKEN AT THE SPECIAL MEETING SYNCOR ADJOURNMENT PROPOSAL Syncor is submitting a proposal to Syncor stockholders to authorize the named proxies to vote in favor of the adjournment proposal at the special meeting of stockholders in the event that there are not sufficient votes to approve the merger agreement proposal at the time of the special meeting. Even though a quorum may be present at the special meeting, it is possible that Syncor may not have received sufficient votes to approve the merger agreement proposal. In that event, we would need to adjourn the special meeting in order to solicit additional proxies. To allow the proxies that have been received by Syncor at the time of the special meeting to be voted for the adjournment, if necessary, Syncor has submitted the question of adjournment under those circumstances, and only under those circumstances, to Syncor stockholders for their consideration. Approval of the adjournment proposal requires the affirmative vote of the holders of a majority of the voting power of Syncor shares present in person or represented by proxy at the special meeting. The Syncor board of directors recommends that the Syncor stockholders vote their proxies "FOR" the adjournment proposal so that their proxies may be used for that purpose, should it become necessary. Properly executed proxies will be voted "FOR" the adjournment proposal, unless otherwise noted on the proxies. If it is necessary to adjourn the special meeting, no notice of the time and place of the adjourned special meeting is required to be given to Syncor stockholders other than an announcement of the time and place at the special meeting, unless the adjournment is for more than 30 days, or, if, after the adjournment, a new record date is set. The adjournment proposal relates only to an adjournment of the special meeting occurring for purposes of soliciting additional proxies for approval of the merger agreement proposal in the event that there are insufficient votes to approve the merger agreement proposal at the special meeting. Any other adjournment of the special meeting (e.g., an adjournment required because of the absence of a quorum) would be voted upon pursuant to the discretionary authority granted by the proxy. The Syncor board of directors retains full authority to postpone the special meeting prior to the special meeting being convened, without the consent of any Syncor stockholder. THE SYNCOR BOARD OF DIRECTORS RECOMMENDS THAT YOU VOTE "FOR" THE ADJOURNMENT PROPOSAL. As of the date of this document, the Syncor board of directors does not know of any matters that will be presented for consideration at the special meeting other than as described in this document. If any other matters do properly come before the special meeting or any adjournments or postponements of the special meeting and are voted upon, the enclosed proxy will be deemed to confer discretionary authority on the individuals named as proxies to vote Syncor shares represented by those proxies as to any of those matters. LEGAL MATTERS The validity of Cardinal Health common shares to be issued in the merger will be passed upon for Cardinal Health by Wachtell, Lipton, Rosen & Katz, special counsel to Cardinal Health. Skadden, Arps, Slate, Meagher & Flom LLP, special counsel to Syncor, will render the opinion referred to under "Material U.S. Federal Income Tax Consequences." EXPERTS The consolidated financial statements and the related consolidated financial statement schedule of Cardinal Health and its subsidiaries as of June 30, 2002 and 2001, and for each of the three years in the period ended June 30, 2002, have been incorporated in this document by reference from Cardinal Health's Annual Report on Form 10-K for the fiscal year ended June 30, 2002. The consolidated financial statements and schedule as of and for the year ended June 30, 2002, have been audited by Ernst & Young LLP, independent accountants, as stated in their report which is incorporated in 82 this document by reference from the Cardinal Health Annual Report on Form 10-K for the fiscal year ended June 30, 2002. The consolidated financial statements and schedule as of June 30,

2001 and for each of the two years in the period ended June 30, 2001, except the financial statements of Bindley Western Industries, Inc. and its subsidiaries ("Bindley") as of and for the year ended December 31, 1999, have been audited by Arthur Andersen LLP, independent accountants, as stated in their reports which are incorporated in this document by reference from the Cardinal Health Annual Report on Form 10-K for the fiscal year ended June 30, 2002. The consolidated financial statements of Syncor International Corporation as of December 31, 2001 and 2000, and for each of the three years in the period ended December 31, 2001, have been audited by KPMG, LLP, independent accountants, as stated in their report which is incorporated by reference in this document from Syncor's Annual Report on Form 10-K/A-1 for the fiscal year ended December 31, 2001. Such consolidated financial statements and supporting schedule of Cardinal Health and its subsidiaries and Syncor International Corporation as described above are incorporated herein by reference in reliance upon the reports of the respective firms and upon the authority of the respective firms as experts in accounting and auditing in respect to the entities and for the periods they have audited. All of the foregoing firms are independent public auditors with respect to the entities and for the periods they have audited. The consolidated financial statements of Bindley as of and for the year ended December 31, 1999, not separately presented or incorporated by reference in this document, have been audited by PricewaterhouseCoopers LLP, independent accountants. Such financial statements, to the extent they have been included in the financial statements of Cardinal Health, have been so included in reliance on the report of such independent accountants (such report included in Cardinal Health's Annual Report on Form 10-K for the fiscal year ended June 30, 2002 and incorporated by reference in this document) given on the authority of said firm as experts in auditing and accounting. As previously disclosed in Cardinal Health's 8-K filed on May 9, 2002, Cardinal Health dismissed Arthur Andersen LLP as its independent public accountants and announced that Cardinal Health had appointed Ernst & Young LLP to replace Arthur Andersen LLP as its independent public accountants. On July 3, 2002, Arthur Andersen LLP publicly announced that it has commenced the closure of its Columbus, Ohio office. Solely due to the closure of Arthur Andersen LLP's Columbus office, after reasonable efforts, Cardinal Health has been unable to obtain Arthur Andersen LLP's written consent to name Arthur Andersen LLP as experts or to include Arthur Andersen LLP's reports on Cardinal Health's financial statements which are incorporated by reference into this document. Under these circumstances, this document is permitted to be filed without a written consent from Arthur Andersen LLP in accordance with Rule 437a of the Securities Act of 1933. The absence of this consent may limit recovery against Arthur Andersen LLP under Section 11 of the Securities Act. In addition, as a practical matter, the ability of Arthur Andersen LLP to satisfy any claims (including claims arising from Andersen's provision of auditing and other services to Cardinal Health and Arthur Andersen LLP's other clients) may be limited due to the recent events regarding Arthur Andersen LLP, including without limitation its conviction on federal obstruction of justice charges arising from the federal government's investigation of Enron Corp. OTHER MATTERS Representatives of KPMG LLP are expected to be present at the special meeting with the opportunity to make statements if they so desire. These representatives also are expected to be available to respond to appropriate questions. STOCKHOLDER PROPOSALS The 2003 annual meeting of Syncor stockholders is presently scheduled to be held in June 2003, but will not be held if the merger is completed. If the 2003 annual meeting of Syncor stockholders is held, stockholder proposals must be received by Syncor no later than January 13, 2003 in order for the proposal to be considered timely for inclusion in the 2003 annual meeting proxy materials. To be included in Syncor's proxy statement, 83 proposals must be proper under law and must comply with the rules and regulations of the SEC. All stockholder proposals should be addressed to Mr. Edwin A. Burgos, Secretary of Syncor. WHERE YOU CAN FIND MORE INFORMATION Cardinal Health will file with the SEC a registration statement under the Securities Act that registers the distribution to Syncor stockholders of the Cardinal Health common shares to be issued in connection with the merger. The registration statement, including the attached exhibits and schedules, will contain additional relevant information about Cardinal Health and Syncor. The rules and regulations of the SEC allow us to omit certain information included in the registration statement from this document. In addition, Cardinal Health and Syncor file reports, proxy statements and other information with the SEC under the Exchange Act. Please call the SEC at 1-800-SEC-0330 for further information on the public reference rooms. You may read and copy this information at the following locations of the SEC: Public Reference Room 450 Fifth Street, N.W. Room 1024 Washington, D.C. 20549 You also may obtain copies of this information by mail from the Public Reference Section of the SEC, 450 Fifth Street, N.W., Room 1024, Washington, D.C. 20549, at prescribed rates. The SEC also maintains an Internet world wide web site that contains reports, proxy statements and other information about issuers, like Cardinal Health and Syncor, who file electronically with the SEC. The address of that

site is http://www.sec.gov. You also can inspect reports, proxy statements and other information about Cardinal Health at the offices of the New York Stock Exchange, 20 Broad Street, New York, New York 10005. The SEC allows Cardinal Health and Syncor to "incorporate by reference" information in this document. This means that Cardinal Health and Syncor can disclose important information to you by referring you to another document filed separately with the SEC. The information incorporated by reference is considered to be a part of this document, except for any information that is superseded by information that is included directly in this document. This document incorporates by reference the documents listed below that Cardinal Health and Syncor previously have filed with the SEC. They contain important information about Cardinal Health and Syncor and their financial condition. CARDINAL HEALTH SEC FILINGS (FILE NO. 0-12591) DESCRIPTION OR PERIOD/AS OF DATE ---------- ---------- Annual Report on Form 10-K Year ended June 30, 2002 Proxy Statement For the Cardinal Health annual meeting of shareholders to be held November 6, 2002 Registration Statement on Form 8-A, dated Description of Cardinal Health common shares August 19, 1994 contained therein and any amendment or report filed for the purpose of updating that description 84 SYNCOR SEC FILINGS (FILE NO. 000-08640) DESCRIPTION OR PERIOD/AS OF DATE ---------- ---------- Annual Report on Form 10-K, as amended by Year ended December 31, 2001 Form 10-K/A-1 Quarterly Report on Form 10-Q, as amended by Quarters ended March 31, 2002 and June 30, Form 10-Q/A-1 2002 Current Report on Form 8-K June 21, 2002 Proxy Statement For the Syncor annual meeting of stockholders held June 17, 2002 Registration Statement on Form 8-A, filed Description of Syncor shares contained with the SEC on October 29, 1981 therein and any amendment or report filed for the purpose of updating that description Registration Statement on Form 8-A, filed Description of the rights associated with with the SEC on October 20, 1999, as amended Syncor shares contained therein and any by Form 8-A/A, filed with the SEC on June 19, amendment or report filed for the purpose of 2002 updating that description Cardinal Health and Syncor incorporate by reference additional documents that either Cardinal Health or Syncor may file with the SEC between the date of this document and the date of the special meeting. These documents include periodic reports, such as Annual Reports on Form 10-K, Quarterly Reports on Form 10-Q and Current Reports on Form 8-K, as well as proxy statements. You can obtain any of the documents incorporated by reference in this document through Cardinal Health or Syncor, as the case may be, or from the SEC through the SEC's web site at the address described above. Documents incorporated by reference are available from Cardinal Health or Syncor, as the case may be, without charge, excluding any exhibits to those documents, unless the exhibit is specifically incorporated by reference as an exhibit in this document. You can obtain documents incorporated by reference in this document by requesting them in writing or by telephone from the appropriate company at the following addresses: CARDINAL HEALTH: SYNCOR: Cardinal Health, Inc. Syncor International Corporation 7000 Cardinal Place 6464 Canoga Avenue Dublin, Ohio 43017 Woodland Hills, California 91367-2407 Attention: Vice President-Investor Relations Attention: Director-Investor Relations (614) 757-5000 (818) 737-4000 IF YOU WOULD LIKE TO REQUEST DOCUMENTS, PLEASE DO SO BY NOVEMBER 12, 2002 TO RECEIVE THEM BEFORE THE SPECIAL MEETING. If you request any documents incorporated by reference in this document from us, we will mail them to you by first class mail, or another equally prompt means, within one business day after we receive your request. Syncor stockholders that require assistance in changing or revoking a proxy should contact the solicitation agent Syncor and Cardinal Health have hired in connection with the special meeting: [MACKENZIE PARTNERS, INC. LOGO] 105 Madison Avenue New York, New York 10016 (212) 929-5500 (Call Collect) E-mail: proxy@mackenziepartners.com or CALL TOLL-FREE (800) 322-2885 WE HAVE AUTHORIZED NO ONE TO GIVE YOU ANY INFORMATION OR TO MAKE ANY REPRESENTATION ABOUT THE MERGER OR OUR COMPANIES THAT DIFFERS FROM OR ADDS TO THE INFORMATION CONTAINED IN THIS DOCUMENT OR IN THE DOCUMENTS OUR COMPANIES HAVE PUBLICLY FILED WITH THE SEC. THEREFORE, IF ANYONE SHOULD GIVE YOU ANY DIFFERENT OR ADDITIONAL INFORMATION, YOU SHOULD NOT RELY ON IT. 85 IF YOU LIVE IN A JURISDICTION WHERE IT IS UNLAWFUL TO OFFER TO EXCHANGE OR SELL, OR TO ASK FOR OFFERS TO EXCHANGE OR BUY, THE SECURITIES OFFERED BY THIS DOCUMENT, OR TO ASK FOR PROXIES, OR IF YOU ARE A PERSON TO WHOM IT IS UNLAWFUL TO DIRECT THESE ACTIVITIES, THEN THE OFFER PRESENTED BY THIS DOCUMENT DOES NOT EXTEND TO YOU. THE INFORMATION CONTAINED IN THIS DOCUMENT SPEAKS ONLY AS OF THE DATE INDICATED ON THE COVER OF THIS DOCUMENT, UNLESS THE INFORMATION SPECIFICALLY INDICATES THAT ANOTHER DATE APPLIES. WITH RESPECT TO THE INFORMATION

CONTAINED IN THIS DOCUMENT, CARDINAL HEALTH HAS SUPPLIED THE INFORMATION CONCERNING CARDINAL HEALTH AND MUDHEN MERGER CORP., AND SYNCOR HAS SUPPLIED THE INFORMATION CONCERNING SYNCOR. 86 ANNEX A AGREEMENT AND PLAN OF MERGER BY AND AMONG CARDINAL HEALTH, INC. ("CARDINAL"), MUDHEN MERGER CORP. a wholly owned direct subsidiary of Cardinal ("SUBCORP"), and SYNCOR INTERNATIONAL CORPORATION ("SYNCOR") June 14, 2002 TABLE OF CONTENTS PAGE ---- PRELIMINARY STATEMENTS..... A-1 ARTICLE I. THE MERGER..... A-1 1.1. The Merger..... A-1 1.2. Effective Time..... A-1 1.3. Effects of the Merger..... A-2 1.4. Certificate of Incorporation and By-laws..... A-2 1.5. Directors and Officers of the Surviving Corporation..... A-2 1.6. Additional Actions..... A-2 ARTICLE II. CONVERSION OF SECURITIES..... A-2 2.1. Conversion of Capital Stock..... A-2 2.2. Exchange Ratio; Fractional Shares; Adjustments..... A-3 2.3. Exchange of Certificates..... A-3 (a) Exchange Agent..... A-3 (b) Exchange Procedures..... A-4 (c) Distributions with Respect to Unexchanged Shares..... A-4 (d) No Further Ownership Rights in Syncor Common Stock.... A-5 (e) Termination of Exchange Fund..... A-5 (f) No Liability..... A-5 (g) Investment of Exchange Fund..... A-5 (h) Withholding Rights..... A-5 2.4. Treatment of Stock Options..... A-5 ARTICLE III. REPRESENTATIONS AND WARRANTIES OF CARDINAL AND SUBCORP.. A-6 3.1. Organization and Standing..... A-6 3.2. Corporate Power and Authority..... A-7 3.3. Capitalization of Cardinal and Subcorp..... A-7 3.4. Conflicts; Consents and Approval..... A-7 3.5. Brokerage and Finder's Fees..... A-8 3.6. Reorganization..... A-8 3.7. Cardinal SEC Documents..... A-8 3.8. Registration Statement..... A-9 3.9. Compliance with Law..... A-9 3.10. Litigation..... A-9 3.11. No Material Adverse Change..... A-9 3.12. Subcorp's Operations..... A-9 3.13. Undisclosed Liabilities..... A-10 ARTICLE IV. REPRESENTATIONS AND WARRANTIES OF SYNCOR..... A-10 4.1. Organization and Standing..... A-10 4.2. Subsidiaries..... A-10 4.3. Corporate Power and Authority..... A-11 4.4. Capitalization of Syncor..... A-11 4.5. Conflicts; Consents and Approvals..... A-11 -i- PAGE ---- 4.6. Brokerage and Finder's Fees..... A-12 4.7. Reorganization..... A-12 4.8. Syncor SEC Documents..... A-12 4.9. Registration Statement; Proxy Statement..... A-12 4.10. Compliance with Law..... A-13 4.11. Litigation..... A-13 4.12. No Material Adverse Change..... A-13 4.13. Taxes..... A-13 4.14. Intellectual Property..... A-15 4.15. Title to and Condition of Properties..... A-15 4.16. Employee Benefit Plans..... A-15 4.17. Contracts..... A-18 4.18. Labor Matters..... A-19 4.19. Undisclosed Liabilities..... A-19 4.20. Operation of Syncor's Business; Relationships..... A-19 4.21. Permits; Compliance..... A-19 4.22. Environmental Matters..... A-20 4.23. Insurance..... A-20 4.24. Opinion of Financial Advisor..... A-20 4.25. Board Recommendation; Required Vote..... A-20 4.26. Section 203 of the DGCL; Rights Agreement..... A-21 ARTICLE V. COVENANTS OF THE PARTIES..... A-21 5.1. Mutual Covenants..... A-21 (a) HSR Act Filings; Reasonable Efforts; Notification..... A-21 (b) Tax-Free Treatment..... A-23 (c) Public Announcements..... A-23 (d) Obligations of Cardinal and of Syncor..... A-23 (e) Conveyance Taxes..... A-23 5.2. Covenants of Cardinal..... A-23 (a) Preparation of Registration Statement..... A-23 (b) Conduct of Cardinal's Operations..... A-24 (c) Indemnification; Directors' and Officers' Insurance... A-24 (d) Subcorp..... A-25 (e) NYSE Listing..... A-25 (f) Employees and Employee Benefits..... A-25 5.3. Covenants of Syncor..... A-26 (a) Syncor Stockholders Meeting..... A-26 (b) Information for the Registration Statement and Preparation of Proxy Statement..... A-27 (c) Conduct of Syncor's Operations..... A-27 (d) No Solicitation..... A-29 (e) Affiliates of Syncor..... A-31 (f) Access..... A-31 (g) Subsequent Financial Statements..... A-31 -ii- PAGE ---- ARTICLE VI. CONDITIONS..... A-31 6.1.

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AGREEMENT AND PLAN OF MERGER This Agreement and Plan of Merger (this "Agreement") is made and entered into as of the 14th day of June 2002, by and among Cardinal Health, Inc., an Ohio corporation ("Cardinal"), Mudhen Merger Corp., a Delaware corporation and a wholly owned subsidiary of Cardinal ("Subcorp"), and Syncor International Corporation, a Delaware corporation ("Syncor"). PRELIMINARY STATEMENTS A. Cardinal desires to combine its businesses with the businesses operated by Syncor through the merger of Subcorp with and into Syncor, with Syncor as the surviving corporation (the "Merger"), pursuant to which each share of Syncor Common Stock (as defined in Section 4.4) outstanding at the Effective Time (as defined in Section 1.2) will be converted into the right to receive Cardinal Common Shares (as defined in Section 3.3(a)), all as more fully provided in this Agreement. B. The Board of Directors of Syncor has determined that the Merger is consistent with and in furtherance of the long-term business strategy of Syncor, and Syncor desires to combine its businesses with the businesses operated by Cardinal and for the holders of shares of Syncor Common Stock ("Syncor Stockholders") to have a continuing equity interest in the combined Cardinal/Syncor businesses through the ownership of Cardinal Common Shares. C. The parties to this Agreement intend that the Merger constitute a "reorganization" (within the meaning of Section 368(a)(1)(B) of the Internal Revenue Code of 1986, as amended (together with the rules and regulations thereunder, the "Code")) and this Agreement be adopted as a plan of reorganization for the purposes of Section 368 of the Code. D. Concurrently with the execution of this Agreement, and as a condition and inducement to Cardinal's willingness to enter into this Agreement, certain Syncor Stockholders are entering into Support Agreements (as defined in Section 4.26) with Cardinal in the form of Exhibit B to this Agreement. E. The respective Boards of Directors of Cardinal, Subcorp and Syncor have determined the Merger in the manner contemplated in this Agreement to be advisable and in the best interests of their respective shareholders or stockholders, as the case may be, and, by resolutions duly adopted, have approved and adopted this Agreement. AGREEMENT Now, therefore, in consideration of these premises and the mutual and dependent promises set forth in this Agreement, the parties to this Agreement agree as follows: ARTICLE I. THE MERGER 1.1. The Merger. Upon the terms and subject to the conditions of this Agreement, and in accordance with the provisions of the Delaware General Corporation Law (the "DGCL"), Subcorp shall be merged with and into Syncor at the Effective Time. As a result of the Merger, the separate corporate existence of Subcorp shall cease and Syncor shall continue its existence under the laws of the State of Delaware as a wholly owned subsidiary of Cardinal. Syncor, in its capacity as the corporation surviving the Merger, is sometimes referred to as the "Surviving Corporation." 1.2. Effective Time. As promptly as possible on the Closing Date (as defined below), the parties to this Agreement shall cause the Merger to be consummated by filing with the Secretary of State of the State of Delaware (the "Delaware Secretary of State") a certificate of merger (the "Certificate of Merger") in such form as is required by and executed in accordance with Section 251 of the DGCL. The Merger shall become effective when the Certificate of Merger has been filed with the Delaware Secretary of State or at such later A-1 time as shall be agreed upon by Cardinal and Syncor and specified in the Certificate of Merger (the "Effective Time"). Prior to the filing referred to in this Section 1.2, a closing (the "Closing") shall be held at the offices of Wachtell, Lipton, Rosen & Katz, 51 West 52nd Street, New York, New York, or such other place as the parties to this Agreement may agree on, as soon as practicable (but in any event within three business days) following the date upon which all conditions set forth in Article VI that are capable of being satisfied prior to the Closing have been satisfied or waived, or at such other date as Cardinal and Syncor may agree; provided that the Closing shall be delayed if and only for so long as necessary if a banking moratorium, act of terrorism or war (whether or not declared) affecting United States banking or financial markets generally prevents the Closing. The date on which the Closing takes place is referred to as the "Closing Date." For all Tax (as defined in Section 4.13(j)) purposes, the Closing shall be effective at the end of the day on the Closing Date. 1.3. Effects of the Merger. From and after the Effective Time, the Merger shall have the effects as provided for in this Agreement and the applicable provisions of the DGCL, including those set forth in Section 259 of the DGCL. 1.4. Certificate of Incorporation and By-laws. The Certificate of Merger shall provide that, at the Effective Time, (a) the Certificate of Incorporation of the Surviving Corporation as in effect immediately prior to the Effective Time shall be amended as of the Effective Time so as to contain the provisions, and only the provisions, contained immediately prior to the Effective Time in the Certificate of

Incorporation of Subcorp (the "Subcorp Certificate of Incorporation"), except for Article I of the Subcorp Certificate of Incorporation, which shall continue to read "The name of the corporation is "SYNCOR INTERNATIONAL CORPORATION'," and (b) the By-laws of Subcorp (the "Subcorp By-laws") in effect immediately prior to the Effective Time shall be the By-laws of the Surviving Corporation, in each case, until amended in accordance with the DGCL. 1.5. Directors and Officers of the Surviving Corporation. From and after the Effective Time, the officers of Syncor shall be the officers of the Surviving Corporation and the directors of Subcorp shall be the directors of the Surviving Corporation, in each case, until their respective successors are duly elected and qualified. On or prior to the Closing Date, Syncor shall deliver to Cardinal evidence satisfactory to Cardinal of the resignations of the directors of Syncor, such resignations to be effective as of the Effective Time. 1.6. Additional Actions. If, at any time after the Effective Time, the Surviving Corporation shall consider or be advised that any further deeds, assignments or assurances in law or any other acts are necessary or desirable to (a) vest, perfect or confirm, of record or otherwise, in the Surviving Corporation its right, title or interest in, to or under any of the rights, properties or assets of Syncor or (b) otherwise carry out the provisions of this Agreement, Syncor and the officers and directors of Syncor shall be deemed to have granted to the Surviving Corporation an irrevocable power of attorney, and the Surviving Corporation and the officers and directors of the Surviving Corporation will be authorized in the name of and on behalf of Syncor to execute and deliver all such deeds, assignments or assurances in law and to take all acts necessary, proper or desirable to vest, perfect or confirm title to and possession of such rights, properties or assets in the Surviving Corporation and otherwise to carry out the provisions of this Agreement, and the officers and directors of the Surviving Corporation are authorized in the name of Syncor or otherwise to take any and all such action. ARTICLE II. CONVERSION OF SECURITIES 2.1. Conversion of Capital Stock. At the Effective Time, by virtue of the Merger and without any action on the part of Cardinal, Subcorp or Syncor or their respective shareholders and stockholders, as applicable: (a) Each share of common stock, $0.01 par value, of Subcorp ("Subcorp Common Stock") issued and outstanding immediately prior to the Effective Time shall be converted into one validly issued, fully paid and nonassessable share of common stock, $0.01 par value, of the Surviving Corporation. Such newly issued shares shall thereafter constitute all of the issued and outstanding capital stock of the Surviving Corporation. A-2 (b) Subject to the other provisions of this Article II, each share of Syncor Common Stock issued and outstanding immediately prior to the Effective Time shall be converted into and represent the right to receive a number of Cardinal Common Shares equal to the Exchange Ratio (as defined in Section 2.2(a)). (c) Each share of capital stock of Syncor held in the treasury of Syncor shall be cancelled and retired and no payment shall be made in respect thereof. 2.2. Exchange Ratio; Fractional Shares; Adjustments. (a) The "Exchange Ratio" shall be equal to 0.52. (b) No certificates for fractional Cardinal Common Shares shall be issued as a result of the conversion provided for in Section 2.1(b) and such fractional share interests will not entitle the owner thereof to vote or have any rights of a holder of Cardinal Common Shares. (c) In lieu of any such fractional Cardinal Common Shares, each holder of a certificate or certificates that immediately prior to the Effective Time represented outstanding shares of Syncor Common Stock (the "Certificates") that would otherwise have been entitled to a fraction of a Cardinal Common Share upon surrender of Certificates (determined after taking into account all Certificates delivered by such Syncor Stockholder) shall be paid upon such surrender cash (without interest) in an amount equal to such Syncor Stockholder's proportionate interest in the net proceeds from the sale or sales in the open market by the Exchange Agent, on behalf of all such Syncor Stockholders, of the aggregate fractional Cardinal Common Shares issued pursuant to this Article II. As soon as practicable following the Effective Date, the Exchange Agent shall determine the excess of (i) the number of full Cardinal Common Shares delivered to the Exchange Agent by Cardinal over (ii) the aggregate number of full Cardinal Common Shares to be distributed to Syncor Stockholders (such excess, the "Excess Shares"), and the Exchange Agent, as agent for the former Syncor Stockholders, shall sell the Excess Shares at the prevailing prices on the New York Stock Exchange, Inc. (the "NYSE"). The sale of the Excess Shares by the Exchange Agent shall be executed on the NYSE through one or more member firms of the NYSE and shall be executed in round lots to the extent practicable. All commissions, stock transfer Taxes and other out-of-pocket transaction costs, including the expenses and compensation of the Exchange Agent, incurred in connection with such sale of Excess Shares shall be paid by the Surviving Corporation. The Exchange Agent shall determine the portion of the proceeds of such sale to which each Syncor Stockholder shall be entitled, if any, by multiplying the amount of the proceeds of such sale by a fraction the numerator of which is the amount of fractional share interests to which such Syncor Stockholder is entitled (after taking into account all shares of Syncor Common Stock held at the Effective Time by such Syncor Stockholders) and

the denominator of which is the aggregate amount of fractional share interests to which all Syncor Stockholders are entitled. Until the proceeds of such sale have been distributed to the former Syncor Stockholders, the Exchange Agent will hold such proceeds in trust for such former Syncor Stockholders. As soon as practicable after the determination of the amount of cash to be paid to such Syncor Stockholder in lieu of any fractional interests, the Exchange Agent shall make available in accordance with this Agreement such amounts to such former Syncor Stockholder. (d) In the event that, prior to the Effective Time, Cardinal shall declare a stock dividend or other distribution payable in Cardinal Common Shares or securities convertible into Cardinal Common Shares, or effect a stock split, reclassification, reorganization, recapitalization, combination or other like change with respect to Cardinal Common Shares having a record date or effective date prior to the Effective Time, the Exchange Ratio set forth in this Section 2.2 shall be adjusted to reflect fully such dividend, distribution, stock split, reclassification, reorganization, recapitalization, combination or other like change. 2.3. Exchange of Certificates. (a) Exchange Agent. Promptly following the Effective Time, Cardinal shall deposit with EquiServe Trust Company or such other nationally-recognized exchange agent as may be designated by Cardinal (the "Exchange Agent"), for the benefit of Syncor Stockholders, for exchange in accordance with this Section 2.3, certificates representing Cardinal Common Shares issuable pursuant to Section 2.1 in exchange for outstand- A-3 ing shares of Syncor Common Stock (such Cardinal Common Shares, together with any dividends or distributions with respect thereto, the "Exchange Fund"). (b) Exchange Procedures. As soon as practicable after the Effective Time, the Exchange Agent shall mail to each holder of record of a Certificate, (i) a letter of transmittal in customary form (which shall specify that delivery shall be effected, and risk of loss and title to the Certificates shall pass, only upon delivery of the Certificates to the Exchange Agent, and shall be in such form and have such other customary provisions as Cardinal (in consultation with Syncor) may reasonably specify) and (ii) instructions for effecting the surrender of the Certificates in exchange for certificates representing Cardinal Common Shares. Upon surrender of a Certificate for cancellation to the Exchange Agent, together with a duly executed letter of transmittal, the holder of the Certificate shall be entitled to receive in exchange therefor (i) a certificate or certificates representing that whole number of Cardinal Common Shares that the Syncor Stockholder has the right to receive pursuant to Section 2.1 in such denominations and registered in such names as the Syncor Stockholder may request and (ii) a check representing the amount of cash in lieu of fractional shares, if any, and unpaid dividends and distributions, if any, which the Syncor Stockholder has the right to receive pursuant to the provisions of this Article II, after giving effect to any required withholding Tax. The shares of Syncor Common Stock represented by the Certificates so surrendered shall forthwith be cancelled. No interest will be paid or accrued on the cash in lieu of fractional shares, if any, and unpaid dividends and distributions, if any, payable to Syncor Stockholders. In the event of a transfer of ownership of shares of Syncor Common Stock that is not registered on the transfer records of Syncor, a certificate representing the proper number of Cardinal Common Shares, together with a check for the cash to be paid in lieu of fractional shares, if any, and unpaid dividends and distributions, if any, may be issued to the transferee if the Certificate held by the transferee is presented to the Exchange Agent, accompanied by all documents reasonably required to evidence and effect the transfer and to evidence that any applicable stock transfer Taxes have been paid. Until surrendered as contemplated by this Section 2.3, each Certificate shall be deemed, at any time after the Effective Time, to represent only the right to receive upon surrender a certificate representing Cardinal Common Shares and cash in lieu of fractional shares, if any, and unpaid dividends and distributions, if any, as provided in this Article II. If any Certificate shall have been lost, stolen or destroyed, upon the making of an affidavit of that fact by the person claiming the Certificate to be lost, stolen or destroyed and, if required by Cardinal, the posting by the person of a bond in such reasonable and customary amount as Cardinal may direct as indemnity against any claim that may be made against it with respect to the Certificate, the Exchange Agent will deliver in exchange for the lost, stolen or destroyed Certificate, a certificate representing the proper number of Cardinal Common Shares, together with a check for the cash to be paid in lieu of fractional shares, if any, with respect to the shares of Syncor Common Stock formerly represented by the Certificate, and unpaid dividends and distributions on Cardinal Common Shares, if any, as provided in this Article II. Receipt by the Exchange Agent of such affidavit in reasonably acceptable form and posting of such a bond, if required, shall be deemed delivery and/or surrender of a Certificate with respect to the relevant shares of Syncor Common Stock for purposes of this Article II. (c) Distributions with Respect to Unexchanged Shares. Notwithstanding any other provisions of this Agreement, no dividends or other distributions declared or made after the Effective Time with respect to Cardinal Common Shares having a record date after the Effective Time shall be paid to the holder of any unsurrendered Certificate, and no cash payment in lieu of fractional shares shall be paid to

any such holder, until the holder shall surrender the Certificate as provided in this Section 2.3. Subject to the effect of Applicable Laws (as defined in Section 3.9), following surrender of the Certificate, there shall be paid to the holder of the certificates representing whole Cardinal Common Shares issued in exchange therefor, without interest, (i) at the time of such surrender, the amount of dividends or other distributions with a record date after the Effective Time theretofore payable with respect to such whole Cardinal Common Shares and not paid, less the amount of any withholding Taxes that may be required thereon, and (ii) at the appropriate payment date subsequent to surrender, the amount of dividends or other distributions with a record date after the Effective Time but prior to surrender and a payment date subsequent to surrender payable with respect to such whole Cardinal Common Shares, less the amount of any withholding Taxes that may be required thereon. A-4 (d) No Further Ownership Rights in Syncor Common Stock. All Cardinal Common Shares issued upon surrender of Certificates in accordance with the terms of this Agreement (including any cash paid pursuant to this Article II) shall be deemed to have been issued in full satisfaction of all rights pertaining to such shares of Syncor Common Stock represented thereby, and, as of the Effective Time, the stock transfer books of Syncor shall be closed and there shall be no further registration of transfers on the stock transfer books of Syncor of shares of Syncor Common Stock outstanding immediately prior to the Effective Time. If, after the Effective Time, Certificates are presented to the Surviving Corporation for any reason, they shall be cancelled and exchanged as provided in this Section 2.3. Certificates surrendered for exchange by any person identified pursuant to Section 5.3(e) as an "affiliate" of Syncor for purposes of Rule 145(c) under the Securities Act of 1933, as amended (together with the rules and regulations thereunder, the "Securities Act"), shall not be exchanged until Cardinal has received written undertakings from such person in the form attached as Exhibit A to this Agreement. (e) Termination of Exchange Fund. Any portion of the Exchange Fund that remains undistributed to Syncor Stockholders six months after the date of the mailing required by Section 2.3(b) shall be delivered to Cardinal, upon demand thereby, and holders of Certificates that have not theretofore complied with this Section 2.3 shall thereafter look only to Cardinal for payment of any claim to Cardinal Common Shares, cash in lieu of fractional shares thereof, or dividends or distributions, if any, in respect thereof, or any other consideration pursuant to this Agreement. (f) No Liability. None of Cardinal, the Surviving Corporation or the Exchange Agent shall be liable to any person in respect of any shares of Syncor Common Stock (or dividends or distributions with respect thereto) or cash from the Exchange Fund delivered to a public official pursuant to any applicable abandoned property, escheat or similar law. If any Certificates shall not have been surrendered prior to seven years after the Effective Time (or immediately prior to such earlier date on which any cash, any cash in lieu of fractional shares or any dividends or distributions with respect to whole shares of Syncor Common Stock in respect of such Certificate would otherwise escheat to or become the property of any Governmental Authority (as defined in Section 3.4(d))), any such cash, dividends or distributions in respect of such Certificate shall, to the extent permitted by Applicable Laws, become the property of Cardinal, free and clear of all claims or interest of any person previously entitled thereto. (g) Investment of Exchange Fund. The Exchange Agent shall invest any cash balances in the Exchange Fund as a result of Section 2.2(c), as directed by Cardinal, on a daily basis; provided that no such investment shall affect Cardinal's obligation to deposit the full amount of cash required from time to time under Section 2.3(a). Any interest and other income resulting from such investments shall be paid to Cardinal upon termination of the Exchange Fund pursuant to Section 2.3(e). (h) Withholding Rights. Each of the Surviving Corporation and Cardinal shall be entitled to deduct and withhold from the consideration otherwise payable pursuant to this Agreement to any Syncor Stockholder such amounts as it is required to deduct and withhold with respect to the making of such payment under the Code, or any provision of state, local or foreign tax law. To the extent that amounts are so withheld by the Surviving Corporation or Cardinal, as the case may be, such withheld amounts shall be treated for all purposes of this Agreement as having been paid to Syncor Stockholders in respect of which such deduction and withholding was made by the Surviving Corporation or Cardinal, as the case may be. 2.4. Treatment of Stock Options. (a) Prior to the Effective Time, Cardinal and Syncor shall take all such actions as may be necessary to cause each unexpired and unexercised outstanding option granted or issued under Syncor stock option or equity-incentive plans in effect on the date of this Agreement (each, a "Syncor Option") to be automatically converted at the Effective Time into a fully-vested option (a "Cardinal Exchange Option") to purchase that number of Cardinal Common Shares equal to the number of shares of Syncor Common Stock subject to the Syncor Option immediately prior to the Effective Time multiplied by the Exchange Ratio (and rounded to the nearest share), with an exercise price per share equal to the exercise price per share that existed under the corresponding Syncor Option divided by the Exchange Ratio (and rounded to the nearest whole

cent), and with other terms and conditions that are the same as the terms and conditions of the Syncor Option A-5 immediately before the Effective Time; provided that, with respect to any Syncor Option that is an "incentive stock option" (within the meaning of Section 422 of the Code), the foregoing conversion shall be carried out in a manner satisfying the requirements of Section 424(a) of the Code. In connection with the issuance of Cardinal Exchange Options, Cardinal shall (i) reserve for issuance the number of Cardinal Common Shares that will become subject to Cardinal Exchange Options pursuant to this Section 2.4, and (ii) from and after the Effective Time, upon exercise of Cardinal Exchange Options, make available for issuance all Cardinal Common Shares covered by Cardinal Exchange Options, subject to the terms and conditions applicable to Cardinal Exchange Options. (b) Cardinal will file with the Securities and Exchange Commission (the "Commission"), within ten days after the Effective Time, such registration statements on Form S-8 or other appropriate forms under the Securities Act to register Cardinal Common Shares necessary to fulfill Cardinal's obligation pursuant to this Section 2.4, including those Cardinal Common Shares issuable upon exercise of Cardinal Exchange Options and to use its reasonable efforts to cause such registration statements to remain effective until the exercise or expiration of all Cardinal Exchange Options. (c) Prior to the Effective Time: (i) the Board of Directors of Cardinal, or an appropriate committee of non-employee directors of Cardinal, shall adopt a binding resolution consistent with the interpretive guidance of the Commission so that the acquisition by any officer or director of Syncor who may become a covered person of Cardinal for purposes of Section 16 (together with the rules and regulations thereunder, "Section 16") of the Securities Exchange Act of 1934, as amended (together with the rules and regulations thereunder, the "Exchange Act"), of Cardinal Common Shares or Cardinal Exchange Options pursuant to this Agreement and the Merger shall be an exempt transaction for purposes of Section 16; and (ii) the Board of Directors of Syncor, or an appropriate committee of non-employee directors of Syncor, shall adopt a binding resolution consistent with the interpretive guidance of the Commission so that the disposition by any officer or director of Syncor who is a covered person of Syncor for purposes of Section 16 of shares of Syncor Common Stock or Syncor Options pursuant to this Agreement and the Merger shall be an exempt transaction for purposes of Section 16. (d) Cardinal shall be permitted to make additional grants of equal amounts under the Syncor stock option plans following the Effective Time for an amount of Cardinal Common Shares equal to the number of shares under the Syncor stock option plans immediately prior to the Effective Time that are not subject to outstanding awards, multiplied by the Exchange Ratio. ARTICLE III. REPRESENTATIONS AND WARRANTIES OF CARDINAL AND SUBCORP In order to induce Syncor to enter into this Agreement, Cardinal and Subcorp hereby represent and warrant to Syncor that, subject to the qualifications, limitations and exceptions set forth in this Agreement, the statements contained in this Article III are true and correct: 3.1. Organization and Standing. Each of Cardinal and Subcorp is a corporation duly organized, validly existing and in good standing under the laws of its state of incorporation with full corporate power and authority to own, lease, use and operate its properties and to conduct its business as and where now owned, leased, used, operated and conducted. Each of Cardinal and Subcorp is duly qualified to do business and in good standing in each jurisdiction in which the nature of the business conducted by it or the property it owns, leases or operates, requires it to so qualify, except where the failure to be so qualified or in good standing in such jurisdiction would not have a Material Adverse Effect (as defined in Section 8.3) on Cardinal or Subcorp, as the case may be. Cardinal is not in default in the performance, observance or fulfillment of any provision of the Amended and Restated Articles of Incorporation of Cardinal, as amended (the "Cardinal Articles") or the Restated Code of Regulations of Cardinal, as amended (the "Cardinal Code of Regulations"), and Subcorp is not in default in the performance, observance or fulfillment of any provisions of the Subcorp Certificate of Incorporation or the Subcorp By-laws. Subcorp has, prior to the date of this A-6 Agreement, furnished or made available to Syncor complete and correct copies of the Subcorp Certificate of Incorporation and the Subcorp By-laws. 3.2. Corporate Power and Authority. Each of Cardinal and Subcorp has all requisite corporate power and authority to enter into and deliver this Agreement, to perform its obligations under this Agreement and to consummate the transactions contemplated by this Agreement. The execution and delivery of this Agreement and the consummation of the transactions contemplated by this Agreement by Cardinal and Subcorp have been duly authorized by all necessary corporate action on the part of each of Cardinal and Subcorp. This Agreement has been duly executed and delivered by each of Cardinal and Subcorp, and, assuming this Agreement constitutes a valid and binding obligation of Syncor, constitutes the legal, valid and binding obligation of Cardinal and Subcorp enforceable against each of them in accordance with its terms. 3.3. Capitalization of Cardinal and Subcorp. (a) As of June 12, 2002, Cardinal's authorized capital stock consisted solely of (i) 750,000,000 common shares, without par value

("Cardinal Common Shares"), of which (A) 450,657,143 shares were issued and outstanding, (B) 10,218,008 shares were issued and held in treasury (which does not include Cardinal Common Shares reserved for issuance or issued and held in treasury as set forth in subclause (a)(i)(C) below), (C) 81,547,145 shares were reserved for issuance pursuant to equity based plans for employees and directors for Cardinal and its subsidiaries or upon the exercise or conversion of options, warrants or convertible securities granted or issuable by Cardinal and (D) shares will be issued pursuant to equity based plans or upon the exercise or conversion of options granted or issuable by Cardinal in connection with the anticipated closing of the acquisition of Boron, LePore & Associates, Inc. in an amount determined in accordance with the formula set forth in Section 3.3 to the disclosure schedule delivered by Cardinal to Syncor and dated the date of this Agreement (the "Cardinal Disclosure Schedule"), (ii) 5,000,000 Class B common shares, without par value, none of which was issued and outstanding or reserved for issuance, and (iii) 500,000 non-voting preferred shares, without par value, none of which was issued and outstanding or reserved for issuance or issued and held in treasury. Each outstanding share of capital stock of Cardinal is, and all Cardinal Common Shares to be issued in connection with the Merger or upon exercise of any Cardinal Exchange Option will be, duly authorized and validly issued, fully paid and nonassessable, and each outstanding share of capital stock of Cardinal has not been, and all Cardinal Common Shares to be issued in connection with the Merger or upon exercise of any Cardinal Exchange Option will not be, issued in violation of any preemptive or similar rights. As of the date of this Agreement, other than as set forth in the first sentence of this Section 3.3(a) or in Section 3.3 to the Cardinal Disclosure Schedule, there are no outstanding subscriptions, options, warrants, puts, calls, agreements, understandings, claims or other commitments or rights of any type relating to the issuance, sale, repurchase, transfer or registration by Cardinal of any equity securities of Cardinal, nor are there outstanding any securities that are convertible into or exchangeable for any shares of capital stock of Cardinal and Cardinal has no obligation of any kind to issue any additional securities. The Cardinal Common Shares (including Cardinal Common Shares to be issued in the Merger or, subject to Section 2.4, upon exercise of any Cardinal Exchange Option) are registered under the Exchange Act. Except as set forth in Section 3.3 to the Cardinal Disclosure Schedule, as of the date of this Agreement, Cardinal has not agreed to register any securities under the Securities Act or under any state securities law or granted registration rights to any individual or entity (which rights are currently exercisable). (b) The authorized capital stock of Subcorp consists solely of 1,000 shares of Subcorp Common Stock, of which, as of the date of this Agreement, 100 were issued and outstanding and none were reserved for issuance or issued and held in treasury. All of the outstanding shares of Subcorp Common Stock are owned by Cardinal free and clear of any liens, claims or encumbrances. 3.4. Conflicts; Consents and Approval. Neither the execution and delivery of this Agreement by Cardinal or Subcorp nor the consummation of the transactions contemplated by this Agreement will: (a) conflict with, or result in a breach of any provision of the Cardinal Articles or the Cardinal Code of Regulations or the Subcorp Certificate of Incorporation or the Subcorp By-laws; A-7 (b) violate, or conflict with, or result in a breach of any provision of, or constitute a default (or an event that, with the giving of notice, the passage of time or otherwise, would constitute a default) under, or entitle any person (with the giving of notice, the passage of time or otherwise) to terminate, accelerate, modify or call a default under, or result in the creation of any lien, security interest, charge or encumbrance upon any of the properties or assets of Cardinal or any of its subsidiaries under, any of the terms, conditions or provisions of any note, bond, mortgage, indenture, deed of trust, license, contract, undertaking, agreement, lease or other instrument or obligation to which Cardinal or any of its subsidiaries is a party; (c) violate any order, writ, injunction, decree, statute, rule or regulation applicable to Cardinal or any of its subsidiaries or their respective properties or assets; or (d) require any action or consent or approval of, or review by, or registration or filing by Cardinal or any of its affiliates with, any third party or any local, domestic, foreign or multinational court, arbitral tribunal, administrative agency or commission or other governmental or regulatory body, agency, instrumentality or authority, in each case, of competent jurisdiction (a "Governmental Authority"), other than (i) authorization for inclusion of Cardinal Common Shares to be issued in the Merger and the transactions contemplated by this Agreement on the NYSE, subject to official notice of issuance, (ii) actions required by the Hart-Scott-Rodino Antitrust Improvements Act of 1976, as amended (together with the rules and regulations thereunder, the "HSR Act"), (iii) registrations or other actions required under United States federal and state securities laws as are contemplated by this Agreement, (iv) filing of the Certificate of Merger and (v) consents or approvals of any Governmental Authority set forth in Section 3.4 to the Cardinal Disclosure Schedule; except in the case of clauses (b), (c) and (d) above for any of the foregoing that would not, individually or in the aggregate, have a Material Adverse Effect on Cardinal or a material adverse effect on the ability of the parties to this Agreement to consummate

the transactions contemplated by this Agreement. 3.5. Brokerage and Finder's Fees. Except as set forth in Section 3.5 to the Cardinal Disclosure Schedule, none of Cardinal, any of its affiliates or any shareholder, director, officer or employee of Cardinal has incurred or will incur on behalf of Cardinal any brokerage, finder's, financial advisory or similar fee in connection with the transactions contemplated by this Agreement. 3.6. Reorganization. To the best knowledge of Cardinal (including the executive officers and directors of Cardinal), after due investigation, neither Cardinal nor any of its affiliates has taken or agreed to take any action that (without giving effect to any actions taken or agreed to be taken by Syncor or any of its affiliates) would prevent the Merger from constituting a "reorganization" (within the meaning of Section 368(a) of the Code). 3.7. Cardinal SEC Documents. Cardinal has timely filed with the Commission all forms, reports, schedules, statements and other documents required to be filed by it since January 1, 1999 under the Exchange Act or the Securities Act (such documents, as supplemented and amended since the time of filing, collectively, the "Cardinal SEC Documents"). The Cardinal SEC Documents, including any financial statements or schedules included in the Cardinal SEC Documents, at the time filed (and, in the case of registration statements and proxy statements, on the dates of effectiveness and the dates of mailing, respectively, and, in the case of any Cardinal SEC Document amended or superseded by a filing prior to the date of this Agreement, then on the date of such amending or superseding filing), (a) did not contain any untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary in order to make the statements therein, in light of the circumstances under which they were made, not misleading, and (b) complied in all material respects with the applicable requirements of the Exchange Act and the Securities Act, as the case may be. The financial statements of Cardinal included in the Cardinal SEC Documents at the time filed (and, in the case of registration statements and proxy statements, on the dates of effectiveness and the dates of mailing, respectively, and, in the case of any Cardinal SEC Document amended or superseded by a filing prior to the date of this Agreement, then on the date of such amending or superseding filing) complied as to form in all material respects with applicable accounting requirements and with the published rules and regulations of the Commission with respect thereto, were prepared in accordance with A-8 United States generally accepted accounting principles ("GAAP") applied on a consistent basis during the periods involved (except as may be indicated in the notes thereto, or, in the case of unaudited statements, as permitted by Form 10-Q of the Commission), and fairly present in all material respects (subject, in the case of unaudited statements, to normal, recurring audit adjustments) the consolidated financial position of Cardinal and its consolidated subsidiaries as at the dates thereof and the consolidated results of their operations and cash flows for the periods then ended. 3.8. Registration Statement. None of the information provided in writing by Cardinal for inclusion in the registration statement on Form S-4 (as amended, supplemented or modified, the "Registration Statement") to be filed with the Commission by Cardinal under the Securities Act, including the prospectus relating to Cardinal Common Shares to be issued in the Merger and the proxy statement and form of proxies relating to the vote of Syncor Stockholders with respect to this Agreement (as amended, supplemented or modified, the "Proxy Statement"), at the time the Registration Statement becomes effective, or, in the case of the Proxy Statement, at the date of mailing and at the date of the Syncor Stockholders Meeting (as defined in Section 5.3(a)) to consider the Merger and the transactions contemplated by this Agreement, will contain any untrue statement of a material fact or omit to state any material fact required to be stated therein or necessary in order to make the statements therein, in light of the circumstances under which they are made, not misleading. The Registration Statement and Proxy Statement, except for such portions of the Registration Statement and Proxy Statement that relate only to Syncor, each will comply as to form in all material respects with the provisions of the Securities Act and the Exchange Act. 3.9. Compliance with Law. Except as set forth in Section 3.9 to the Cardinal Disclosure Schedule, Cardinal is in compliance with, and at all times since January 1, 1999 has been in compliance with, all applicable laws, statutes, orders, rules, regulations, policies or guidelines promulgated, or judgments, decisions or orders entered by any Governmental Authority (collectively, "Applicable Laws") relating to Cardinal or its business or properties, except where the failure to be in compliance with such Applicable Laws, individually or in the aggregate, would not reasonably be expected to have a Material Adverse Effect on Cardinal. Except as set forth in Section 3.9 to the Cardinal Disclosure Schedule, no investigation or review by any Governmental Authority with respect to Cardinal or its subsidiaries is pending, or, to the knowledge of Cardinal, threatened, nor has any Governmental Authority indicated in writing an intention to conduct the same, other than those the outcome of which would not reasonably be expected to have a Material Adverse Effect on Cardinal. 3.10. Litigation. Except as set forth in Section 3.10 to the Cardinal Disclosure Schedule or in the Cardinal SEC Documents, there is no suit, claim, action, proceeding, hearing, notice of violation, demand letter or investigation

(each, an "Action") pending, or, to the knowledge of Cardinal, threatened, against Cardinal or any executive officer or director of Cardinal that, individually or in the aggregate, would reasonably be expected to have a Material Adverse Effect on Cardinal or a material adverse effect on the ability of Cardinal to consummate the transactions contemplated by this Agreement. Cardinal is not subject to any outstanding order, writ, injunction or decree specifically applicable to, or having a disproportionate effect on, Cardinal and its subsidiaries that, individually or in the aggregate, would reasonably be expected to have a Material Adverse Effect on Cardinal or a material adverse effect on the ability of Cardinal to consummate the transactions contemplated by this Agreement. Except as set forth in Section 3.10 to the Cardinal Disclosure Schedule, since January 1, 1999, Cardinal has not been subject to any outstanding material order, writ, injunction or decree relating to Cardinal's method of doing business or its relationship with past, existing or future users or purchasers of any goods or services of Cardinal. 3.11. No Material Adverse Change. Except as set forth in Section 3.11 to the Cardinal Disclosure Schedule, from March 31, 2002 through the date of this Agreement, (i) the businesses of Cardinal and its subsidiaries have been conducted in all material respects in the ordinary course of business and (ii) there has been no Material Adverse Effect on Cardinal or a material adverse effect on the ability of Cardinal to consummate the transactions contemplated by this Agreement. 3.12. Subcorp's Operations. Subcorp is a direct wholly owned subsidiary of Cardinal that was formed solely for the purpose of engaging in the transactions contemplated by this Agreement, and has not (i) engaged in any business activities, (ii) conducted any operations other than in connection with the A-9 transactions contemplated by this Agreement, or (iii) incurred any liabilities other than in connection with the transactions contemplated by this Agreement. Cardinal, as Subcorp's sole stockholder, has approved Subcorp's execution of this Agreement. 3.13. Undisclosed Liabilities. Except (a) as and to the extent disclosed or reserved against on the balance sheet of Cardinal as of March 31, 2002 included in the Cardinal SEC Documents, (b) as incurred after the date thereof in the ordinary course of business consistent with prior practice and, if incurred after the date of this Agreement, not prohibited by this Agreement, or (c) as set forth in Section 3.13 to the Cardinal Disclosure Schedule, Cardinal and its subsidiaries do not have any liabilities or obligations of any nature, whether known or unknown, absolute, accrued, contingent or otherwise and whether due or to become due, that, individually or in the aggregate, have or would reasonably be expected to have a Material Adverse Effect on Cardinal. ARTICLE IV. REPRESENTATIONS AND WARRANTIES OF SYNCOR In order to induce Subcorp and Cardinal to enter into this Agreement, Syncor hereby represents and warrants to Cardinal and Subcorp that, subject to the qualifications, limitations and exceptions set forth in this Agreement, the statements contained in this Article IV are true and correct: 4.1. Organization and Standing. Syncor is a corporation duly organized, validly existing and in good standing under the laws of the State of Delaware with full corporate power and authority to own, lease, use and operate its properties and to conduct its business as and where now owned, leased, used, operated and conducted. Each of Syncor and each of its subsidiaries is duly qualified to do business and is in good standing in each jurisdiction in which the nature of the business conducted by it or the property it owns, leases or operates requires it to so qualify, except where the failure to be so qualified or in good standing in such jurisdiction would not have a Material Adverse Effect on Syncor. Syncor is not in default in the performance, observance or fulfillment of any provision of the Syncor Amended and Restated Certificate of Incorporation (the "Syncor Certificate"), or the By-laws of Syncor, as in effect on the date of this Agreement (the "Syncor By-laws"). Syncor has heretofore furnished to Cardinal complete and correct copies of the Syncor Certificate and the Syncor By-laws. Listed in Section 4.1 to the disclosure schedule delivered by Syncor to Cardinal and dated the date of this Agreement (the "Syncor Disclosure Schedule") is each jurisdiction in which Syncor or its subsidiaries is qualified to do business and, whether Syncor (or its subsidiaries) is in good standing as of the date of this Agreement. 4.2. Subsidiaries. Syncor does not own, directly or indirectly, any material equity or other ownership interest in any corporation, partnership, joint venture or other entity or enterprise, except for the subsidiaries set forth in Section 4.2 to the Syncor Disclosure Schedule. Except as set forth in Section 4.2 to the Syncor Disclosure Schedule, Syncor is not subject to any obligation or requirement to provide funds to or make any investment (in the form of a loan, capital contribution or otherwise) in any such entity or any other person except as would, individually or in the aggregate, not be material funds or investments. Except as set forth in Section 4.2 to the Syncor Disclosure Schedule, Syncor owns, directly or indirectly, each of the outstanding shares of capital stock (or other ownership interests having by their terms ordinary voting power to elect a majority of directors or others performing similar functions with respect to such subsidiary) of each of its subsidiaries. Each of the outstanding shares of capital stock of each of Syncor's subsidiaries is duly authorized, validly issued, fully paid and nonassessable, and is owned, directly or indirectly, by Syncor free and clear of all liens, pledges, security interests, claims or other

encumbrances. The following information for each of Syncor's subsidiaries is set forth in Section 4.2 to the Syncor Disclosure Schedule, as applicable: (i) its name and jurisdiction of incorporation or organization; (ii) its authorized capital stock or share capital; and (iii) the number of issued and outstanding shares of capital stock or share capital and the record owner(s) thereof. Other than as set forth in Section 4.2 to the Syncor Disclosure Schedule, there are no outstanding subscriptions, options, warrants, puts, calls, agreements, understandings, claims or other commitments or rights of any type relating to the issuance, sale or transfer of any securities of any of Syncor's subsidiaries, nor are there outstanding any securities that are convertible into or exchangeable for any shares of capital stock of A-10 any of Syncor's subsidiaries, and neither Syncor nor any of its subsidiaries has any obligation of any kind to issue any additional securities or to pay for or repurchase any securities of any of Syncor's subsidiaries or any predecessors thereof. 4.3. Corporate Power and Authority. Syncor has all requisite corporate power and authority to enter into and deliver this Agreement, to perform its obligations under this Agreement, and, subject to approval of this Agreement by Syncor Stockholders, to consummate the transactions contemplated by this Agreement. The execution and delivery of this Agreement by Syncor have been duly authorized by all necessary corporate action on the part of Syncor, subject to approval of this Agreement by Syncor Stockholders. This Agreement has been duly executed and delivered by Syncor, and, assuming this Agreement constitutes a valid and binding obligation of Cardinal and Subcorp, constitutes the legal, valid and binding obligation of Syncor enforceable against it in accordance with its terms. 4.4. Capitalization of Syncor. As of June 12, 2002, the authorized capital stock of Syncor consisted solely of 200,000,000 shares of common stock, par value $.05 per share ("Syncor Common Stock"), of which (i) 24,798,473 shares were issued and outstanding, (ii) 3,749,968 shares were issued and held in treasury (which number does not include the shares reserved for issuance or issued and held in treasury set forth in clause (iii) below), (iii) 7,817,586 shares were reserved for issuance upon the exercise of outstanding Syncor Options and (iv) 28,548,441 shares were reserved for issuance pursuant to the rights issued under the Syncor Rights Agreement (as defined in Section 4.26). Each outstanding share of capital stock of Syncor is duly authorized and validly issued, fully paid and nonassessable, and has not been issued in violation of any preemptive or similar rights. Other than as set forth in the first sentence of this Section 4.4, in Section 4.4 to the Syncor Disclosure Schedule or as granted after June 14, 2002 as permitted by this Agreement, there are no outstanding subscriptions, options, warrants, puts, calls, agreements, understandings, claims or other commitments or rights of any type relating to the issuance, sale, repurchase or transfer of any securities of Syncor, nor are there outstanding any securities that are convertible into or exchangeable for any shares of capital stock of Syncor, and neither Syncor nor any of its subsidiaries has any obligation of any kind to issue any additional securities or to pay for or repurchase any securities of Syncor or any predecessors of Syncor. The issuance and sale of all of the shares of capital stock of Syncor described in this Section 4.4 have been in compliance with United States federal and state securities laws. Section 4.4 to the Syncor Disclosure Schedule sets forth the names of, and the number of shares of each class (including the number of shares of Syncor Common Stock issuable upon exercise of Syncor Options and the exercise price and vesting schedule with respect thereto) and the number of options held by, all holders of options to purchase capital stock of Syncor. Syncor has not agreed to register any securities under the Securities Act or under any state securities law or granted registration rights to any individual or entity; to the extent any such agreements exist, complete and correct copies of any such agreements have previously been provided to Cardinal. 4.5. Conflicts; Consents and Approvals. Except as set forth in Section 4.5 to the Syncor Disclosure Schedule, neither the execution and delivery of this Agreement by Syncor, nor the consummation of the transactions contemplated by this Agreement will: (a) conflict with, or result in a breach of any provision of, the Syncor Certificate or the Syncor By-laws; (b) violate, or conflict with, or result in a breach of any provision of, or constitute a default (or an event that, with the giving of notice, the passage of time or otherwise, would constitute a default) under, or entitle any person (with the giving of notice, the passage of time or otherwise) to terminate, accelerate, modify or call a default under, or result in the creation of any lien, security interest, charge or encumbrance upon any of the material properties or assets of Syncor or any of its subsidiaries under, any of the terms, conditions or provisions of any note, bond, mortgage, indenture, deed of trust, license, contract, undertaking, agreement, lease or other instrument or obligation to which Syncor or any of its subsidiaries is a party other than any that is, individually or in the aggregate, not a material note, bond, mortgage, indenture, deed of trust, license, contract, undertaking, agreement, lease or other instrument or obligation; A-11 (c) violate any order, writ, injunction, decree, statute, rule or regulation applicable to Syncor or any of its subsidiaries or any of their respective properties or assets; or (d) require any action or consent or approval of, or review by, or registration or filing by Syncor or any of its affiliates with, any third party or any Governmental

Authority, other than (i) approval of this Agreement by Syncor Stockholders, (ii) actions required by the HSR Act, (iii) registrations or other actions required under United States federal and state securities laws as are contemplated by this Agreement, (iv) filing of the Certificate of Merger, and (v) consents or approvals of any Governmental Authority set forth in Section 4.5 to the Syncor Disclosure Schedule; except in the case of clause (b) above, which is set forth in Section 4.5(b) to the Syncor Disclosure Schedule, and, in the case of clauses (c) and (d) above, for any of the foregoing that would not, individually or in the aggregate, have a Material Adverse Effect on Syncor or a material adverse effect on the ability of the parties to this Agreement to consummate the transactions contemplated by this Agreement. 4.6. Brokerage and Finder's Fees. Except for Syncor's obligations to Salomon Smith Barney Inc. ("Salomon Smith Barney") (copies of all agreements relating to such obligations having previously been provided to Cardinal), none of Syncor or its subsidiaries, any of their respective affiliates or any director, officer or employee of Syncor or its subsidiaries, has incurred or will incur on behalf of Syncor or its subsidiaries, any brokerage, finder's, financial advisory or similar fee in connection with the transactions contemplated by this Agreement. 4.7. Reorganization. To the best knowledge of Syncor (including the executive officers and directors of Syncor), after due investigation, neither Syncor nor any of its affiliates has taken or agreed to take any action that (without giving effect to any actions taken or agreed to be taken by Cardinal or any of its affiliates) would prevent the Merger from constituting a "reorganization" (within the meaning of Section 368(a) of the Code). 4.8. Syncor SEC Documents. Syncor has timely filed with the Commission all forms, reports, schedules, statements and other documents required to be filed by it since January 1, 1999 under the Exchange Act or the Securities Act (such documents, as supplemented and amended since the time of filing, collectively, the "Syncor SEC Documents"). The Syncor SEC Documents, including any financial statements or schedules included in the Syncor SEC Documents, at the time filed (and, in the case of registration statements and proxy statements, on the dates of effectiveness and the dates of mailing, respectively, and, in the case of any Syncor SEC Document amended or superseded by a filing prior to the date of this Agreement, then on the date of such amending or superseding filing), (a) did not contain any untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary in order to make the statements therein, in light of the circumstances under which they were made, not misleading, and (b) complied in all material respects with the applicable requirements of the Exchange Act and the Securities Act, as the case may be. The financial statements of Syncor included in the Syncor SEC Documents at the time filed (and, in the case of registration statements and proxy statements, on the dates of effectiveness and the dates of mailing, respectively, and, in the case of any Syncor SEC Document amended or superseded by a filing prior to the date of this Agreement, then on the date of such amending or superseding filing), complied as to form in all material respects with applicable accounting requirements and with the published rules and regulations of the Commission with respect thereto, were prepared in accordance with GAAP applied on a consistent basis during the periods involved (except as may be indicated in the notes thereto, or, in the case of unaudited statements, as permitted by Form 10-Q of the Commission), and fairly present in all material respects (subject, in the case of unaudited statements, to normal, recurring audit adjustments) the consolidated financial position of Syncor and its consolidated subsidiaries as at the dates thereof and the consolidated results of their operations and cash flows for the periods then ended. None of Syncor's subsidiaries is separately subject to the periodic reporting requirements of the Exchange Act, or is required to file separately any form, report or other document with the Commission, The Nasdaq National Market, any stock exchange or any other comparable Governmental Authority. 4.9. Registration Statement; Proxy Statement. None of the information provided in writing by Syncor for inclusion in the Registration Statement, at the time it becomes effective, or, in the case of the Proxy Statement, at the date of mailing and at the date of the Syncor Stockholders Meeting, will contain any untrue A-12 statement of a material fact or omit to state a material fact required to be stated therein or necessary in order to make the statements therein, in light of the circumstances under which they were made, not misleading. The Registration Statement and Proxy Statement, except for such portions of the Registration Statement and the Proxy Statement that relate only to Cardinal and its subsidiaries, each will comply as to form in all material respects with the provisions of the Securities Act and the Exchange Act. 4.10. Compliance with Law. Except as set forth in Section 4.10 to the Syncor Disclosure Schedule, Syncor and its subsidiaries are in compliance, and at all times since January 1, 1999 have been in compliance, with all Applicable Laws relating to Syncor and its subsidiaries or their respective business or properties, except where the failure to be in compliance with Applicable Laws, individually or in the aggregate, would not reasonably be expected to have a Material Adverse Effect on Syncor. Except as disclosed in Section 4.10 to the Syncor Disclosure Schedule, no investigation or review by any Governmental Authority with

respect to Syncor and its subsidiaries are pending, or, to the knowledge of Syncor, threatened, nor has any Governmental Authority indicated in writing an intention to conduct the same, other than those the outcome of which would not reasonably be expected to have a Material Adverse Effect on Syncor. 4.11. Litigation. Except as set forth in Section 4.11 to the Syncor Disclosure Schedule, there is no Action pending, or, to the knowledge of Syncor, threatened, against Syncor or its subsidiaries or any executive officer or director of Syncor or its subsidiaries that, individually or in the aggregate, would reasonably be expected to have a Material Adverse Effect on Syncor or a material adverse effect on the ability of Syncor to consummate the transactions contemplated by this Agreement. Neither Syncor nor its subsidiaries are subject to any outstanding order, writ, injunction or decree specifically applicable to, or having a disproportionate effect on, Syncor and its subsidiaries that, individually or in the aggregate, would reasonably be expected to have a Material Adverse Effect on Syncor or a material adverse effect on the ability of Syncor to consummate the transactions contemplated by this Agreement. Except as set forth in Section 4.11 to the Syncor Disclosure Schedule, since January 1, 1999, neither Syncor nor its subsidiaries, have been subject to any outstanding material order, writ, injunction or decree relating to their respective method of doing business or its relationship with past, existing or future users or purchasers of any goods or services of Syncor or its subsidiaries. 4.12. No Material Adverse Change. Except as set forth in Section 4.12 to the Syncor Disclosure Schedule, from March 31, 2002 through the date of this Agreement, (a) the businesses of Syncor and its subsidiaries have been conducted in all material respects in the ordinary course of business and (b) there has been no Material Adverse Effect on Syncor or a material adverse effect on the ability of Syncor to consummate the transactions contemplated by this Agreement. 4.13. Taxes. Except as set forth in Section 4.13 to the Syncor Disclosure Schedule: (a) Syncor and its subsidiaries have duly filed all material United States federal, state and local and foreign income, franchise, excise, real and personal property and other Tax Returns (as defined in Section 4.13(i)) (including those Tax Returns filed on a consolidated, combined or unitary basis) required to have been filed by Syncor or its subsidiaries prior to the date of this Agreement. All of the foregoing Tax Returns are true and correct (except for such inaccuracies that are, individually or in the aggregate, not material), and Syncor and its subsidiaries have, within the time and manner prescribed by Applicable Laws, paid or, prior to the Effective Time, will pay all material Taxes required to be paid in respect of the periods covered by such Tax Returns or otherwise due to any United States federal, state or local, foreign or other taxing authority. (b) Neither Syncor nor any of its subsidiaries has any material liability for any Taxes in excess of the amounts so paid or reserves so established, and neither Syncor nor any of its subsidiaries is delinquent in the payment of any material Tax. None of them has requested or filed any document having the effect of causing any extension of time within which to file any Tax Returns in respect of any fiscal year that have not since been filed. No deficiencies for any material Tax have been proposed in writing, asserted or assessed (tentatively or definitely), in each case, by any taxing authority, against Syncor or any of its subsidiaries for which there are not adequate reserves. A-13 (c) Neither Syncor nor any of its subsidiaries is the subject of any currently ongoing Tax audit. As of the date of this Agreement, there are no pending requests for waivers of the time to assess any material Tax other than those made in the ordinary course and for which payment has been made or there are adequate reserves. With respect to any taxable period ended prior to December 31, 1998, all United States federal income Tax Returns including Syncor or any of its subsidiaries have been audited by the Internal Revenue Service or are closed by the applicable statute of limitations. Neither Syncor nor any of its subsidiaries has waived any statute of limitations in respect of Taxes or agreed to any extension of time with respect to a Tax assessment or deficiency. There are no liens with respect to Taxes upon any of the properties or assets, real or personal, or tangible or intangible, of Syncor or any of its subsidiaries (other than liens for Taxes not yet due or for which adequate reserves have been established). No claim has ever been made in writing by an authority in a jurisdiction where none of Syncor and its subsidiaries files Tax Returns that Syncor or any of its subsidiaries is or may be subject to taxation by that jurisdiction. Syncor has not filed an election under Section 341(f) of the Code to be treated as a consenting corporation. (d) Neither Syncor nor any of its subsidiaries is obligated by any contract, agreement or other arrangement to indemnify any other person with respect to material Taxes. Neither Syncor nor any of its subsidiaries are now or have ever been a party to or bound by any agreement or arrangement that (i) requires Syncor or any of its subsidiaries to make any Tax payment to or for the account of any other person, (ii) affords any other person the benefit of any net operating loss, net capital loss, investment Tax credit, foreign Tax credit, charitable deduction or any other credit or Tax attribute that could reduce Taxes (including deductions and credits related to alternative minimum Taxes) of Syncor or any of its subsidiaries, or (iii) requires or permits the transfer or assignment of income, revenues, receipts or gains to Syncor or any of its

subsidiaries, from any other person. (e) Syncor has not constituted either a "distributing corporation" or a "controlled corporation" (within the meaning of Section 355(a)(1)(A) of the Code) in a distribution of stock intended to qualify for tax-free treatment under Section 355 of the Code (i) in the two years prior to the date of this Agreement (or will constitute such a corporation in the two years prior to the Closing Date) or (ii) in a distribution that otherwise constitutes part of a "plan" or "series of related transactions" (within the meaning of Section 355(e) of the Code) in conjunction with the Merger. (f) Syncor and its subsidiaries have withheld and paid all material Taxes required to have been withheld and paid in connection with amounts paid or owing to any employee, independent contractor, creditor, stockholder or other third party. (g) None of Syncor's foreign subsidiaries has been a member of any group that has filed a combined, consolidated or unitary Tax Return, other than such Tax Returns for which the period of assessment has expired (taking into account any extension or waiver thereof). None of Syncor's foreign subsidiaries is (i) engaged in a United States trade or business for United States federal income tax purposes, (ii) a "passive foreign investment company" or a "shareholder, directly or indirectly, in a passive foreign investment company" (within the meaning of the Code), or (iii) a "foreign investment company" (within the meaning of Section 1246(b) of the Code). (h) Syncor would not be required to include more than $500,000, in the aggregate, in gross income with respect to any of its foreign subsidiaries pursuant to Section 951 of the Code if the taxable year of each such foreign subsidiary were deemed to end on the Closing Date after the Effective Time. (i) "Tax Returns" means returns, reports and forms required to be filed with any Governmental Authority of the United States or any other jurisdiction responsible for the imposition or collection of Taxes. (j) "Taxes" means (i) all taxes (whether United States federal, state or local or foreign) based upon or measured by income and any other tax whatsoever, including gross receipts, profits, sales, use, occupation, value added, ad valorem, transfer, franchise, withholding, payroll, employment, excise, or property taxes, together with any interest or penalties imposed with respect thereto and (ii) any obligations under any agreements or arrangements with respect to any taxes described in clause (i) above. A-14 4.14. Intellectual Property. Set forth in Section 4.14 to the Syncor Disclosure Schedule is a true and complete list of (i) all of Syncor's and its subsidiaries' U.S. patents, trademark registrations and applications, and copyright applications and registrations, in each case, material to the business of Syncor and its subsidiaries taken as a whole as presently conducted, and (ii) all material agreements to which Syncor or its subsidiaries are a party granting or obtaining any rights under, or by their terms expressly restricting Syncor's or any of its subsidiaries' rights to use, any Intellectual Property, other than generic or standard agreements (including agreements for commercially-available, off-the-shelf software) pursuant to which any such Intellectual Property is licensed to Syncor or its subsidiaries. "Intellectual Property" means all material intellectual property or other proprietary rights of every kind, including all material United States or foreign patents, United States or foreign patent applications, inventions (whether or not patentable), copyrighted works, trade secrets, trademarks, trademark registrations and applications, service marks, service mark registrations and applications, trade names, trade dress, copyright registrations, customer lists, licenses of intellectual property, and software, in each case, used in the business of Syncor or its subsidiaries as presently conducted. Either Syncor or its subsidiaries own, license or otherwise have the right to use the Intellectual Property free and clear of any liens, claims or encumbrances as is necessary for the operation of the business of Syncor or its subsidiaries, as the case may be, in substantially the same manner as such business is presently conducted, except as set forth in Section 4.14 to the Syncor Disclosure Schedule or except for failures to so own, license or otherwise have the right to use that would not reasonably be expected, individually or in the aggregate, to have a Material Adverse Effect on Syncor. Except as set forth in Section 4.14 to the Syncor Disclosure Schedule, (i) no written claim of invalidity or ownership with respect to any Intellectual Property has been made by a third party, and, to the knowledge of Syncor, such Intellectual Property is not the subject of any threatened or pending Action; (ii) to the knowledge of Syncor, no individual or entity has asserted in writing that, with respect to the Intellectual Property, Syncor or its subsidiaries or a licensee of Syncor or its subsidiaries are infringing or has infringed any United States or foreign patent, trademark, service mark, trade name, copyright or other intellectual property right of any third party, or has misappropriated or improperly used or disclosed any trade secret, confidential information or know-how of any third party; (iii) to the knowledge of Syncor, the use of the Intellectual Property by Syncor or its subsidiaries does not infringe in any material respect any United States or foreign patent, trademark, service mark, trade name, copyright or other intellectual property right of any third party, and does not involve the misappropriation or improper use or disclosure of any trade secrets, confidential information or know-how of any third party; and (iv) except as would not reasonably be expected, individually or in the aggregate, to have a Material Adverse Effect on Syncor, neither Syncor nor its subsidiaries have taken any action that would

result in the voiding or invalidation of any of the Intellectual Property. 4.15. Title to and Condition of Properties. Syncor or its subsidiaries own or hold under valid leases or other rights to use all real property, plants, machinery and equipment necessary for the conduct of the business of Syncor and its subsidiaries as presently conducted, except where the failure to own or hold such property, plants, machinery and equipment would not have a Material Adverse Effect on Syncor. Except as set forth in Section 4.15 to the Syncor Disclosure Schedule, the material buildings, plants, machinery and equipment necessary for the conduct of the businesses of Syncor and its subsidiaries as presently conducted are structurally sound, are in good operating condition and repair and are adequate for the uses to which they are being put, in each case, taken as a whole, and none of such buildings, plants, machinery or equipment is in need of maintenance or repairs, except for ordinary, routine maintenance and repairs that are not material in nature or cost. 4.16. Employee Benefit Plans. (a) For purposes of this Section 4.16, the following terms have the definitions given below: "Controlled Group Liability" means any and all liabilities (i) under Title IV of ERISA (as defined below), (ii) under Section 302 of ERISA, (iii) under Sections 412 and 4971 of the Code, (iv) resulting from a violation of the continuation coverage requirements of Section 601 et seq. of ERISA and Section 4980B of the Code or the group health plan requirements of Sections 601 et seq. of the Code and Section 601 et seq.of ERISA, and (v) under corresponding or similar provisions of foreign laws or regulations, in each case, other than pursuant to the Plans (as defined below). A-15 "ERISA" means the Employee Retirement Income Security Act of 1974, as amended, together with the rules and regulations thereunder. "ERISA Affiliate" means, with respect to any entity, trade or business, any other entity, trade or business that is a member of a group described in Section 414(b), (c), (m) or (o) of the Code or Section 4001(b)(1) of ERISA that includes the first entity, trade or business, or that is a member of the same "controlled group" as the first entity, trade or business pursuant to Section 4001(a)(14) of ERISA. "Plans" means all employee benefit plans, programs and other arrangements providing benefits to any employee or former employee in respect of services provided to Syncor or to any beneficiary or dependent thereof, and whether covering one individual or more than one individual, sponsored or maintained by Syncor or any of its subsidiaries or to which Syncor or any of its subsidiaries contributes or is obligated to contribute. Without limiting the generality of the foregoing, the term "Plans" includes any defined benefit or defined contribution pension plan, profit sharing plan, stock ownership plan, deferred compensation agreement or arrangement, vacation pay, sickness, disability or death benefit plan (whether provided through insurance, on a funded or unfunded basis or otherwise), employee stock option or stock purchase plan, bonus or incentive plan or program, severance pay plan, agreement, arrangement or policy (including statutory severance and termination indemnity plans), practice or agreement, employment agreement, severance agreement, consulting agreements, retiree medical benefits plan and each other employee benefit plan, program or arrangement including each "employee benefit plan" (within the meaning of Section 3(3) of ERISA). (b) Section 4.16 to the Syncor Disclosure Schedule lists all Plans. With respect to each Plan, Syncor has provided or made available to Cardinal a true, correct and complete copy of the following (where applicable): (i) each writing constituting a part of such Plan, including, without limitation, all plan documents (including amendments), benefit schedules, trust agreements, and insurance contracts and other funding vehicles; (ii) the three most recent Annual Reports (Form 5500 Series) and accompanying schedules, if any; (iii) the current summary plan description, if any; (iv) the most recent annual financial report, if any; and (v) the most recent determination letter from the Internal Revenue Service, if any. Except as disclosed in Section 4.16(b) to the Syncor Disclosure Schedule, there are no amendments to any Plan that have been adopted or approved nor has Syncor or any of its subsidiaries undertaken to make any such amendments or to adopt or approve any new Plan, except as required by Applicable Laws. (c) The Internal Revenue Service has issued a favorable determination letter with respect to each Plan that is intended to be a "qualified plan" (within the meaning of Section 401(a) of the Code) (a "Qualified Plan"), and all applicable foreign qualifications or registration requirements have been satisfied with respect to any Plan maintained outside the United States. To the knowledge of Syncor, no circumstances exist that would reasonably be expected to adversely affect the qualified status of any Qualified Plan or the related trust or the qualified or registered status of any Plan or trust maintained outside the United States. (d) All contributions required to be made by Syncor or any of its subsidiaries or any of their respective ERISA Affiliates to any Plan by Applicable Laws or by any plan document or other contractual undertaking, and all premiums due or payable with respect to insurance policies funding any Plan, for any period through the date of this Agreement have been timely made or paid in full and through the Closing Date will be timely made or paid in full. To the extent applicable, all Plans and related trusts maintained outside the United States are fully funded and/or fully book reserved on a projected benefit obligation basis in accordance with Applicable Laws and GAAP. (e) Syncor and its subsidiaries

and their respective ERISA Affiliates have complied, and are now in compliance, in all material respects, with all provisions of ERISA, the Code and all laws and regulations (including any local Applicable Laws) applicable to the Plans. Each Plan has been operated in material compliance with its terms. There is not now, and, to the knowledge of Syncor, there are no existing circumstances that would reasonably be expected to give rise to, any requirement for the posting of security with respect to a Plan or the imposition of any pledge, lien, security interest or encumbrance on the assets of Syncor or any of its subsidiaries or any of their respective ERISA Affiliates under ERISA or the Code, or similar Applicable Laws of foreign jurisdictions. A-16 (f) No Plan is subject to Title IV or Section 302 of ERISA or Section 412 or 4971 of the Code. No Plan is a "multiemployer plan" (within the meaning of Section 4001(a)(3) of ERISA) (a "Multiemployer Plan") or a plan that has two or more contributing sponsors at least two of whom are not under common control, within the meaning of Section 4063 of ERISA (a "Multiple Employer Plan"), nor has Syncor or any of its subsidiaries or any of their respective ERISA Affiliates, at any time within six years before the date of this Agreement, contributed to or been obligated to contribute to any Multiemployer Plan or Multiple Employer Plan. (g) There does not now exist, and there are no existing circumstances that would reasonably be expected to result in, any material Controlled Group Liability that would be a liability of Syncor or any of its subsidiaries following the Closing. Without limiting the generality of the foregoing, neither Syncor nor any of its subsidiaries nor any of their respective ERISA Affiliates has engaged in any transaction described in Section 4069 or Section 4204 of ERISA. (h) Except for health continuation coverage as required by Section 4980B of the Code or Part 6 of Title I of ERISA and except as set forth in Section 4.16(h) to the Syncor Disclosure Schedule, neither Syncor nor any of its subsidiaries has any material liability for life, health, medical or other welfare benefits to former employees or beneficiaries or dependents thereof. To the knowledge of Syncor, there has been no communication to employees of Syncor or its subsidiaries that would reasonably be expected or interpreted to promise or guarantee such employees retiree health or life insurance benefits or other retiree death benefits on a permanent basis. (i) Except as disclosed in Section 4.16(i) to the Syncor Disclosure Schedule, neither the execution and delivery of this Agreement nor the consummation of the transactions contemplated by this Agreement will result in, cause the accelerated vesting or delivery of, or increase the amount or value of, any payment or benefit to any employee, officer, director or consultant of Syncor or any of its subsidiaries (either alone or in conjunction with any other event). Without limiting the generality of the foregoing, except as set forth in Section 4.16(i) to the Syncor Disclosure Schedule, no amount paid or payable by Syncor or any of its subsidiaries in connection with the transactions contemplated by this Agreement, either solely as a result thereof or as a result of such transactions in conjunction with any other events, will be an "excess parachute payment" (within the meaning of Section 280G of the Code). (j) Except as disclosed in Section 4.16(j) to the Syncor Disclosure Schedule, there are no pending, or, to the knowledge of Syncor threatened, Actions (other than claims for benefits in the ordinary course) that have been asserted or instituted against the Plans, any fiduciaries thereof with respect to their duties to the Plans or the assets of any of the trusts under any of the Plans that would reasonably be expected to result in any material liability of Syncor or any of its subsidiaries to the Pension Benefit Guaranty Corporation, the United States Department of Treasury, the United States Department of Labor or any Multiemployer Plan, or to comparable entities or Plans under Applicable Laws of jurisdictions outside the United States. (k) Section 4.16(k) to the Syncor Disclosure Schedule sets forth the liability of Syncor and its subsidiaries for deferred compensation under any deferred compensation plan, excess plan or similar arrangement (other than pursuant to Qualified Plans) to each director, officer and employee of Syncor and to all other employees as a group, together with the value, as of the date specified thereon, of the assets (if any) set aside in any grantor trust(s) to fund such liabilities. Except (i) for compensation disclosed on Internal Revenue Service Form W-2 for individuals whose compensation is not discussed in the Syncor SEC Documents, (ii) for compensation paid or provided pursuant to any Plan, (iii) except as specifically disclosed in the Syncor SEC Documents and (iv) other than compensation for services provided in the ordinary course of employment, no officer, director, or employee of Syncor or any of its other affiliates, or any immediate family member of any of the foregoing, provides or causes to be provided to Syncor any material assets, services or facilities, and Syncor does not provide or cause to be provided to any such officer, director, employee or affiliates, or any immediate family member of any of the foregoing, any material assets, services or facilities. (l) Except as disclosed in Section 4.16(l) to the Syncor Disclosure Schedule, no Plan is subject to the laws of any jurisdiction outside of the United States. A-17 (m) No disallowance of a deduction under Section 162(m) of the Code for employee reimbursement of any amount paid or payable by Syncor or any of its subsidiaries has occurred or is reasonably expected to occur. (n) The Syncor Employees' Savings and Stock Ownership Plan (the "ESOP") is an "employee stock

ownership plan" (within the meaning of Section 4975(e)(7) of the Code). Neither Syncor (including any of its subsidiaries) nor the ESOP has any outstanding indebtedness in connection with or with respect to the ESOP as of the date of this Agreement. (o) All equity and equity-based compensation plans of Syncor and its subsidiaries that are governed by the laws of a jurisdiction other than the United States are in compliance with in all material respects and have been administered in all material respects in accordance with all Applicable Laws. 4.17. Contracts. Section 4.17 to the Syncor Disclosure Schedule lists, as of the date of this Agreement, all written or oral contracts, agreements, guarantees, leases and executory commitments (other than Plans) (each, a "Contract") to which Syncor or its subsidiaries are a party and that fall within any of the following categories: (a) Contracts not entered into in the ordinary course of Syncor's and its subsidiaries' business other than those that are not material to Syncor's business or that of its subsidiaries, (b) joint venture, partnership and similar agreements, (c) Contracts that are service contracts or equipment leases involving payments by Syncor or its subsidiaries of more than $750,000 per year, (d) Contracts containing covenants purporting by their express terms to limit the freedom of Syncor or its subsidiaries to compete in any line of business in any geographic area or to hire any individual or group of individuals, (e) Contracts that, after the Effective Time, would have the effect of limiting the freedom of Cardinal or its subsidiaries (other than Syncor and its subsidiaries) to compete in any line of business in any geographic area or to hire any individual or group of individuals, (f) Contracts that contain minimum purchase conditions in excess of $750,000 or requirements or other terms that restrict or limit the purchasing relationships of Syncor or its affiliates, or any customer, licensee or lessee thereof, (g) Contracts relating to any outstanding commitment for capital expenditures in excess of $1,000,000, (h) Contracts relating to the lease or sublease of or sale or purchase of real or personal property involving any annual expense or price in excess of $500,000 and not cancelable by Syncor or its subsidiaries (without premium or penalty) within 60 days, (i) Contracts with any labor organization or union, (j) indentures, mortgages, promissory notes, loan agreements, guarantees of borrowed money in excess of $500,000, letters of credit or other agreements or instruments of Syncor or its subsidiaries or commitments for the borrowing or the lending of amounts in excess of $500,000 by Syncor or its subsidiaries or providing for the creation of any charge, security interest, encumbrance or lien upon any of the assets of Syncor or its subsidiaries, (k) Contracts involving annual revenues to the business of Syncor and its subsidiaries in excess of 2.5% of the annual revenues of Syncor and its subsidiaries taken as a whole, (l) Contracts providing for "earn-outs," "savings guarantees," "performance guarantees" or other contingent payments by Syncor or its subsidiaries involving more than $500,000 over the term of the Contract, (m) Contracts with or for the benefit of any of Syncor's affiliates or immediate family member thereof (other than Syncor's subsidiaries) involving more than $100,000 in the aggregate per affiliate and (n) Contracts involving payments by Syncor or its subsidiaries of more than $2,000,000 per year. All such Contracts and all other Contracts that are material to the business or operations of Syncor and its subsidiaries taken as a whole are valid and binding obligations of Syncor or its subsidiaries, as the case may be, and, to the knowledge of Syncor, the valid and binding obligation of each other party thereto, except such Contracts that, if not so valid and binding, would not, individually or in the aggregate, have a Material Adverse Effect on Syncor. As of the date of this Agreement, except for the notice of non-renewal received on June 7, 2001 and except as set forth in Section 4.17 to the Syncor Disclosure Schedule, neither Syncor nor its subsidiaries have received an additional notice of non-renewal or a notice of termination or any written indication of an intent to terminate the agreement with Dupont Merck Pharmaceutical Company (and Bristol Myers-Squibb Co. ("BMS"), as successor), dated December 19, 1993, as amended (prior to the date of this Agreement) (the "BMS Contract") nor, to the knowledge of Syncor, has BMS indicated that it is generally not willing to continue the relationship with Syncor and its subsidiaries on substantially the same terms as it is presently conducted. Neither Syncor or its subsidiaries, nor, to the knowledge of Syncor, any other party thereto, is in violation of or in default in respect of, nor has there occurred an event or condition, that with the passage of time or giving of A-18 notice (or both), would constitute a default under or permit the termination of, any such Contract or of any other Contract that is material to the business or operations of Syncor and its subsidiaries taken as a whole, except such violations or defaults under or terminations that, individually or in the aggregate, would not have a Material Adverse Effect on Syncor. 4.18. Labor Matters. Except as set forth in Section 4.18 to the Syncor Disclosure Schedule, neither Syncor nor its subsidiaries have any labor contracts or collective bargaining agreements with any individuals employed by Syncor or its subsidiaries or any individuals otherwise performing services primarily for Syncor or its subsidiaries. There is no labor strike, dispute or stoppage pending, or, to the knowledge of Syncor, threatened, against Syncor or its subsidiaries, and neither Syncor nor any of its subsidiaries has experienced any labor strike, dispute or stoppage or other material labor difficulty

involving its employees since January 1, 1999. To the knowledge of Syncor, since January 1, 1999, no campaign or other attempt for recognition has been made by any labor organization or employees with respect to employees of Syncor or any of its subsidiaries. 4.19. Undisclosed Liabilities. Except (a) as and to the extent disclosed or reserved against on the balance sheet of Syncor as of March 31, 2002 included in the Syncor SEC Documents, (b) as incurred after the date thereof in the ordinary course of business consistent with prior practice, and, if incurred after the date of this Agreement, not prohibited by this Agreement, or (c) as set forth in Section 4.19 to the Syncor Disclosure Schedule, Syncor and its subsidiaries do not have any liabilities or obligations of any nature, whether known or unknown, absolute, accrued, contingent or otherwise and whether due or to become due, that, individually or in the aggregate, have or would reasonably be expected to have a Material Adverse Effect on Syncor. 4.20. Operation of Syncor's Business; Relationships. (a) Except as set forth in Section 4.20(a) to the Syncor Disclosure Schedule, since March 31, 2002 through the date of this Agreement, neither Syncor nor any of its subsidiaries have engaged in any transaction that, if done after execution of this Agreement, would violate Section 5.3(c). (b) Except as set forth in Section 4.20(b) to the Syncor Disclosure Schedule, since March 31, 2002, as of the date of this Agreement, to the knowledge of Syncor, no material customer of Syncor or any of its subsidiaries has indicated that it will stop or materially decrease purchasing materials, products or services from Syncor or its subsidiaries, and no material supplier of Syncor or its subsidiaries has indicated that it will stop or materially decrease the supply of materials, products or services to Syncor or its subsidiaries or is otherwise involved in, or is threatening, a material dispute with Syncor or its subsidiaries. 4.21. Permits; Compliance. (a) Syncor and its subsidiaries are in possession of all material franchises, grants, authorizations, licenses, permits, easements, variances, exemptions, consents, certificates, approvals and orders necessary to own, lease and operate its properties and to carry on its business substantially in the same manner as it is now being conducted (collectively, the "Syncor Permits"), and there is no Action pending, or, to the knowledge of Syncor, threatened, regarding any of the Syncor Permits, except for any Actions that, individually or in the aggregate, would not reasonably be expected to have a Material Adverse Effect on Syncor. Except as set forth in Section 4.21(a) to the Syncor Disclosure Schedule, neither Syncor nor any of its subsidiaries is in conflict with, or in default or violation of any of the Syncor Permits, except for any such conflicts, defaults or violations that, individually or in the aggregate, would not reasonably be expected to have a Material Adverse Effect on Syncor. (b) Except as set forth in Section 4.21(b) to the Syncor Disclosure Schedule or as would not, individually or in the aggregate, reasonably be expected to have a Material Adverse Effect on Syncor, all necessary clearances or approvals from Governmental Authorities for all drug and device products that are manufactured, distributed and/or sold by Syncor and its subsidiaries have, to the knowledge of Syncor, been obtained, and Syncor and its subsidiaries are in substantial compliance with the most current form of each applicable clearance or approval with respect to the manufacture, storage, transportation, distribution, promotion and sale by Syncor and its subsidiaries of such drug and device products. A-19 4.22. Environmental Matters. Except for matters disclosed in Section 4.22 to the Syncor Disclosure Schedule, (a) the properties, operations and activities of Syncor and its subsidiaries are in compliance in all material respects with all applicable Environmental Laws (as defined below) and all past material noncompliance of Syncor or any of its subsidiaries with any Environmental Laws or Environmental Permits (as defined below) has been resolved without any pending, ongoing or future material obligation, cost or liability; (b) Syncor and its subsidiaries and the properties and operations of Syncor and its subsidiaries are not subject to any existing, pending, or, to the knowledge of Syncor, threatened, Action by or before any court or Governmental Authority under any Environmental Law; (c) there has been no material release of any Hazardous Material (as defined below) into the environment by Syncor or its subsidiaries or in connection with their current or former properties or operations; and (d) there has been no material exposure of any person or property to any Hazardous Material in connection with the current or former properties, operations and activities of Syncor and its subsidiaries. "Environmental Laws" means all United States federal, state or local or foreign laws relating to pollution or protection of human health or the environment (including ambient air, surface water, groundwater, land surface or subsurface strata), including laws relating to emissions, discharges, releases or threatened releases of chemicals, pollutants, contaminants, or industrial, toxic or hazardous substances or wastes (collectively, "Hazardous Materials") into the environment, or otherwise relating to the manufacture, processing, distribution, use, treatment, storage, disposal, transport or handling of Hazardous Materials, as well as all material authorizations, codes, decrees, demands or demand letters, injunctions, judgments, licenses, notices, orders, permits, plans or regulations issued, entered, promulgated or approved thereunder. "Environmental Permit" means any permit, approval, grant, consent, exemption, certificate order, easement, variance, franchise, license or other

authorization required under or issued pursuant to any applicable Environmental Law. 4.23. Insurance. Section 4.23 to the Syncor Disclosure Schedule lists all material insurance policies and binders and programs of self-insurance owned, held or maintained by Syncor and its subsidiaries on the date this Agreement that afford or afforded, as the case may be, coverage to Syncor or its subsidiaries, or the respective assets or businesses of Syncor or its subsidiaries. Syncor's and its subsidiaries' insurance policies are in all material respects in full force and effect in accordance with their terms, no notice of cancellation has been received, and there is no existing default or event that, with the giving of notice or lapse of time or both, would constitute a default thereunder. All premiums under Syncor's and its subsidiaries' insurance policies have been paid in full to date. Syncor and its subsidiaries have not been refused any insurance, nor has the coverage of Syncor or any of its subsidiaries been limited, by any insurance carrier to which it has applied for insurance or with which it has carried insurance during the past three years. Syncor or its covered subsidiary is a "named insured" or an "insured" under such insurance policies. Except as set forth in Section 4.23 to the Syncor Disclosure Schedule, the policies of fire, theft, liability and other insurance maintained with respect to the assets or businesses of Syncor and its subsidiaries may be continued by Syncor or its subsidiaries, as the case may be, without modification or premium increase after the Effective Time and for the duration of their current terms, which terms expire as set forth in Section 4.23 to the Syncor Disclosure Schedule. Set forth in Section 4.23 to the Syncor Disclosure Schedule is the amount of the annual premium currently paid by Syncor for its directors' and officers' liability insurance. 4.24. Opinion of Financial Advisor. The Board of Directors of Syncor has received the oral opinion, to be confirmed in writing, of Salomon Smith Barney, Syncor's financial advisor, to the effect that, as of the date of this Agreement, the Exchange Ratio is fair to the holders of Syncor Common Stock from a financial point of view. Syncor will provide a written copy of such opinion to Cardinal solely for informational purposes promptly after receipt by Syncor of such opinion, and, on the date of this Agreement, such opinion has not been withdrawn or revoked or otherwise modified in any material respect. 4.25. Board Recommendation; Required Vote. The Board of Directors of Syncor, at a meeting duly called and held, has, by unanimous vote of those directors present (who constituted 100% of the directors then in office), (a) determined, that this Agreement and the transactions contemplated by this Agreement, including the Merger, are advisable and fair to and in the best interests of the Syncor Stockholders, and (b) resolved, as of the date of this Agreement, to recommend that the Syncor Stockholders approve this Agreement (the "Syncor Board Recommendation"). The affirmative vote of holders of a majority of the A-20 outstanding shares of Syncor Common Stock to approve this Agreement is the only vote of the holders of any class or series of Syncor Common Stock necessary to approve this Agreement and the transactions contemplated by this Agreement. 4.26. Section 203 of the DGCL; Rights Agreement. Prior to the date of this Agreement, the Board of Directors of Syncor has taken all action necessary to exempt under or make not subject to (a) the provisions of Section 203 of the DGCL and (b) any other state takeover law or state law that purports to limit or restrict business combinations or the ability to acquire or vote shares: (i) the execution of this Agreement and the Support/Voting Agreements, dated as of June 14, 2002, between Cardinal and certain Syncor Stockholders (collectively, the "Support Agreements"), (ii) the Merger and (iii) the transactions contemplated by this Agreement and the Support Agreements. The Rights Agreement, dated as of September 28, 1999, by and between Syncor and American Stock Transfer and Trust Company, as Rights Agent (the "Syncor Rights Agreement"), has been amended so that (a) each of Cardinal and Subcorp is exempt from the definition of "Acquiring Person" (as defined in the Syncor Rights Agreement), (b) no "Stock Acquisition Date," "Distribution Date" or "Triggering Event" (as such terms are defined in the Syncor Rights Agreement) will occur as a result of the execution of this Agreement or the consummation of the Merger pursuant to this Agreement and (c) the Syncor Rights Agreement will expire immediately prior to the Effective Time. The Syncor Rights Agreement, as amended in accordance with the preceding sentence, has not been further amended or modified. Copies of all such amendments to the Syncor Rights Agreement have been previously provided to Cardinal. ARTICLE V. COVENANTS OF THE PARTIES The parties to this Agreement agree that: 5.1. Mutual Covenants. (a) HSR Act Filings; Reasonable Efforts; Notification. (i) Each of Cardinal and Syncor shall (A) make or cause to be made the filings required of such party to this Agreement or any of its subsidiaries or affiliates under the HSR Act with respect to the transactions contemplated by this Agreement as promptly as practicable and in any event the initial filing with respect to this Agreement shall be made within ten business days after the date of this Agreement, (B) comply at the earliest practicable date with any request under the HSR Act for additional information, documents, or other materials received by such party to this Agreement or any of its subsidiaries from the United States Federal Trade Commission or the United States Department of Justice or any other Governmental Authority in respect of such

filings or such transactions, and (C) act in good faith and reasonably cooperate with the other party in connection with any such filing (including, with respect to the party making a filing, providing copies of all such documents to the non-filing party and its advisors reasonably prior to filing and, if requested, to accept all reasonable additions, deletions or changes suggested in connection therewith) and in connection with resolving any investigation or other inquiry of any such agency or other Governmental Authority under any Antitrust Laws (as defined in Section 5.1(a)(ii)) with respect to any such filing or any such transaction. To the extent not prohibited by Applicable Laws, each party to this Agreement shall use all reasonable best efforts to furnish to each other all information required for any application or other filing to be made pursuant to any Applicable Laws in connection with the Merger and the other transactions contemplated by this Agreement. Each party to this Agreement shall give the other parties to this Agreement reasonable prior notice of any communication with, and any proposed understanding, undertaking, or agreement with, any Governmental Authority regarding any such filings or any such transaction. None of the parties to this Agreement shall independently participate in any meeting, or engage in any substantive conversation, with any Governmental Authority in respect of any such filings, investigation, or other inquiry without giving the other parties to this Agreement prior notice of the meeting or conversation and, unless prohibited by such Governmental Authority, the opportunity to attend and/or participate. The parties to this Agreement will A-21 consult and cooperate with one another, in connection with any analyses, appearances, presentations, memoranda, briefs, arguments, opinions and proposals made or submitted by or on behalf of any party to this Agreement in connection with proceedings under or relating to the HSR Act or other Antitrust Laws. (ii) Subject to clause (iv) below, each of Cardinal and Syncor shall use its reasonable best efforts to resolve such objections, if any, as may be asserted by any Governmental Authority with respect to the transactions contemplated by this Agreement under the HSR Act, the Sherman Act, as amended, the Clayton Act, as amended, the Federal Trade Commission Act, as amended, and any other United States federal or state or foreign statutes, rules, regulations, orders, decrees, administrative or judicial doctrines or other laws that are designed to prohibit, restrict or regulate actions having the purpose or effect of monopolization or restraint of trade (collectively, "Antitrust Laws"). In connection therewith and subject to clause (iv) below, if any administrative or judicial action or proceeding is instituted (or threatened to be instituted) challenging any transaction contemplated by this Agreement as inconsistent with or violative of any Antitrust Law, each of Cardinal and Syncor shall (by negotiation, litigation or otherwise) cooperate and use its reasonable best efforts vigorously to contest and resist any such action or proceeding, including any legislative, administrative or judicial action, and to have vacated, lifted, reversed, or overturned any decree, judgment, injunction or other order whether temporary, preliminary or permanent, that is in effect and that prohibits, prevents, delays or restricts consummation of the Merger or any other transactions contemplated by this Agreement, including by vigorously pursuing all available avenues of administrative and judicial appeal and all available legislative action, unless, by mutual agreement, Cardinal and Syncor decide that litigation is not in their respective best interests. Notwithstanding the foregoing or any other provision of this Agreement, nothing in this Section 5.1(a) shall limit the right of a party to this Agreement to terminate this Agreement pursuant to Section 7.1, so long as such party to this Agreement has up to then complied in all material respects with its obligations under this Section 5.1(a). Each of Cardinal and Syncor shall use its reasonable best efforts to take such action as may be required to cause the expiration of the notice periods under the HSR Act or other Antitrust Laws with respect to such transactions as promptly as possible after the execution of this Agreement. (iii) Subject to clause (iv) below, each of the parties to this Agreement agrees to use reasonable best efforts to take, or cause to be taken, all actions, and to do, or cause to be done, and to assist and cooperate with the other parties to this Agreement in doing, all things necessary, proper or advisable to consummate and make effective, in the most expeditious manner practicable, the Merger and the other transactions contemplated by this Agreement, including (A) the obtaining of all other necessary actions or nonactions, waivers, consents, licenses, permits, authorizations, orders and approvals from Governmental Authorities and the making of all other necessary registrations and filings (including other filings with Governmental Authorities, if any), (B) the obtaining of all consents, approvals or waivers from third parties related to or required in connection with the Merger that are necessary to consummate the Merger and the transactions contemplated by this Agreement or required to prevent a Material Adverse Effect on Cardinal or Syncor from occurring prior to or after the Effective Time, (C) the preparation of the Proxy Statement, and the Registration Statement, (D) the execution and delivery of any additional instruments reasonably necessary to consummate the transactions contemplated by, and to fully carry out the purposes of, this Agreement, and (E) the providing of all such information concerning such party, its subsidiaries, its affiliates and its subsidiaries' and affiliates' officers, directors, employees and partners as may be

reasonably requested in connection with any of the matters set forth in subclauses (i)-(ii) above or this subclause (iii). (iv) Cardinal and its subsidiaries, and, at the request of Cardinal, Syncor and its subsidiaries, shall agree to hold separate (including by trust or otherwise) or to divest, dispose of, discontinue or assign any of their respective businesses, subsidiaries or assets, or to take or agree to take any action with respect to (including without limitation, to license or sublicense or to renegotiate in each case on commercially reasonable terms any arrangement or agreement regarding), or agree to any limitation on, any of their respective businesses, subsidiaries or assets (or any interest in the foregoing) (collectively, "Limitations"); provided that any such Limitation is conditioned upon the consummation of the Merger, and the A-22 failure of such Limitation, when taken together with any other Limitations, to have, in the aggregate, a Regulatory Material Adverse Effect on Cardinal or a Regulatory Material Adverse Effect on Syncor (as defined below). Syncor agrees and acknowledges that, notwithstanding anything to the contrary in this Section 5.1(a), neither Syncor nor any of its subsidiaries shall, without Cardinal's prior written consent, agree to any Limitations or make or agree to make any cash payments to any suppliers or customers of Cardinal or Syncor (or their respective subsidiaries) in connection with its obligations under this Section 5.1(a). Notwithstanding anything to the contrary in this Agreement, Cardinal and its subsidiaries shall not be required to agree to any Limitations (including making cash payments to suppliers or customers) with respect to Cardinal and any of its subsidiaries and/or Syncor and any of its subsidiaries that would reasonably be expected, in the aggregate, to have a Regulatory Material Adverse Effect on Cardinal or a Regulatory Material Adverse Effect on Syncor. For purposes of this Section 5.1(a), a "Regulatory Material Adverse Effect" shall be deemed to have occurred if there are Limitations that would deprive Cardinal of the ownership or operation of, or the economic benefits (including the making of cash payments) of owning or operating, assets, subsidiaries or businesses of Cardinal and any of its subsidiaries and/or Syncor and any of its subsidiaries that generated, in the aggregate, 2001 calendar year revenues equal to 8.25% or more of the total 2001 calendar year revenues of Syncor and its subsidiaries. (b) Tax-Free Treatment. Each of the parties to this Agreement shall use all reasonable best efforts to cause the Merger to constitute a "reorganization" (within the meaning of Section 368(a) of the Code) and to cooperate with the other and provide such documentation, information and materials as may be reasonably necessary, proper and advisable, including in obtaining an opinion from Skadden, Arps, Slate, Meagher & Flom LLP, counsel to Syncor, as provided for in Section 6.1(g). In connection therewith, each of Cardinal and Syncor shall deliver to Skadden, Arps, Slate, Meagher & Flom LLP representation letters, in each case, in form and substance reasonably satisfactory to Skadden, Arps, Slate, Meagher & Flom LLP, which such counsel may rely on in rendering such opinion. (c) Public Announcements. The initial press release concerning the Merger and the transactions contemplated by this Agreement shall be a joint press release. Unless otherwise required by Applicable Laws or requirements of the NYSE or The Nasdaq National Market (and, in that event, only if time does not permit), at all times prior to the earlier of the Effective Time or termination of this Agreement pursuant to Section 7.1, Cardinal and Syncor shall consult with each other before issuing any press release with respect to the Merger and shall not issue any such press release prior to such consultation. (d) Obligations of Cardinal and of Syncor. Whenever this Agreement requires any of Cardinal's subsidiaries (including Subcorp) to take any action, such requirement shall be deemed to include an undertaking on the part of Cardinal to cause its subsidiaries to take such action. Whenever this Agreement requires any of Syncor's subsidiaries to take any action, such requirement shall be deemed to include an undertaking on the part of Syncor to cause its subsidiaries to take such action, and, after the Effective Time, on the part of the Cardinal and the Surviving Corporation to cause such subsidiary to take such action. (e) Conveyance Taxes. Cardinal, Subcorp and Syncor shall cooperate in the preparation, execution and filing of all returns, questionnaires, applications or other documents regarding any real property transfer or gains, sales, use, transfer, value added, stock transfer or stamp Taxes, any transfer, recording, registration or other fees or any similar Taxes that become payable in connection with the transactions contemplated by this Agreement that are required or permitted to be filed on or before the Effective Time. All such Taxes shall be paid by the party bearing legal responsibility for such payment. 5.2. Covenants of Cardinal. (a) Preparation of Registration Statement. Cardinal and Syncor shall use all reasonable efforts to prepare the Proxy Statement for filing with the Commission at the earliest practicable time. The Syncor Stockholders Meeting shall be called for the earliest practicable date as determined by Syncor in consultation with Cardinal. Cardinal shall prepare and file the Registration Statement with the Commission as soon as is reasonably practicable following clearance of the Proxy Statement by the Commission, and shall use reasonable best efforts to have the Registration Statement declared effective by the Commission as promptly as practicable and to maintain the effectiveness of the Registration Statement through the Effective Time. If, A-23 at any time prior to the Effective

Time, Cardinal shall obtain knowledge of any information pertaining to Cardinal contained in or omitted from the Registration Statement that would require an amendment or supplement to the Registration Statement or the Proxy Statement, Cardinal will so advise Syncor in writing and will promptly take such action as shall be required to amend or supplement the Registration Statement and/or the Proxy Statement. Cardinal shall promptly furnish to Syncor all information concerning it as may be required for amending or supplementing the Proxy Statement. Syncor and Cardinal shall use reasonable best efforts in clearing the Proxy Statement with the Staff of the Commission. Cardinal also shall take such other reasonable actions (other than qualifying to do business in any jurisdiction in which it is not so qualified) required to be taken under any applicable state securities laws in connection with the issuance of Cardinal Common Shares in the Merger and upon the exercise of the Cardinal Exchange Options. No filing of, or amendment or supplement to, the Registration Statement or the Proxy Statement will be made by Cardinal or Syncor without providing the other with a reasonable opportunity to review and comment thereon. Cardinal will advise Syncor, promptly after it receives notice thereof, of the time when the Registration Statement has become effective or any supplement or amendment has been filed, the issuance of any stop order, the suspension of the qualification of the Cardinal Common Shares issuable in connection with the Merger for offering or sale in any jurisdiction, or any request by the Commission for amendment of the Proxy Statement or the Registration Statement or comments on the Proxy Statement or the Registration Statement and responses thereto or requests by the Commission for additional information. (b) Conduct of Cardinal's Operations. During the period from the date of this Agreement to the Effective Time or to the date, if any, on which this Agreement is earlier terminated pursuant to Section 7.1, without the prior consent of Syncor (which consent will not be unreasonably withheld or delayed), and except as otherwise (i) contemplated by this Agreement, (ii) required by Applicable Laws (it being understood that, insofar as less than 100% of the equity of any of Cardinal's subsidiaries is owned, directly or indirectly, by Cardinal, nothing in this Section 5.2(b) shall be deemed to require any such of Cardinal's subsidiaries to take any action, or fail to take any action, which action or failure would result in a violation of fiduciary duty under Applicable Laws) or (iii) set forth in Section 5.2(b) to the Cardinal Disclosure Schedule, Cardinal covenants and agrees that: (A) Cardinal and its subsidiaries shall continue to operate their businesses in the ordinary course and shall use their respective reasonable best efforts to preserve their respective business organizations intact; provided that Cardinal and its subsidiaries may take any action or omit to take any action, to the extent permitted by this Agreement (whether or not such action or omission would be considered taken in the ordinary course); (B) Cardinal shall not amend or propose to amend the Cardinal Articles to provide for the issuance of additional classes of capital stock of Cardinal having superior rights to the Cardinal Common Shares; (C) Cardinal shall not, and shall not permit any of its subsidiaries to, make any acquisition of securities, assets or business primarily involved in the industries in which Syncor operates or that supplies the radiopharmacy businesses in which Syncor operates (whether by merger, consolidation, purchase or otherwise) that would reasonably be expected to cause a meaningful delay or impediment to the completion of the transactions contemplated by this Agreement or might reasonably be expected to have a Material Adverse Effect on Cardinal; and (D) Cardinal shall not, and shall not permit any of its subsidiaries to, agree, in writing or otherwise, to propose or take any of the foregoing actions. Notwithstanding the foregoing, the limitations set forth in this Section 5.2(b) shall not apply to any transaction between Cardinal and any of its wholly owned subsidiaries or between any of Cardinal's wholly owned subsidiaries. (c) Indemnification; Directors' and Officers' Insurance. (i) From and after the Effective Time, Cardinal shall cause (including by providing adequate funding to) the Surviving Corporation (or any successor to the Surviving Corporation) to indemnify and hold harmless the present and former officers and directors of Syncor in respect of acts or omissions A-24 occurring at or prior to the Effective Time to the extent provided under the Syncor Certificate or the Syncor By-laws as in effect as of the date of this Agreement or the indemnification agreements between Syncor and its directors listed in Section 6.2(a)(i) to the Syncor Disclosure Schedule, as such indemnification agreements are in effect as of the date of this Agreement. Without limiting the foregoing, such indemnifying parties also shall advance any costs or expenses as incurred by such indemnified parties to the fullest extent permitted by Applicable Laws. In addition, from and after the Effective Time, officers of Syncor or its subsidiaries who become officers of Cardinal or its subsidiaries will be entitled to the same indemnity rights and protections as are afforded to similarly situated officers of Cardinal or its subsidiaries. (ii) Cardinal shall or shall cause the Surviving Corporation to obtain and maintain in effect, for a period of six years after the Effective Time, policies of directors' and officers' liability insurance at no cost to the beneficiaries thereof with respect to acts or omissions occurring at or prior to the Effective Time with substantially the same coverage and containing substantially similar

terms and conditions as existing policies; provided, however, that neither the Surviving Corporation nor Cardinal shall be required to pay an aggregate premium for such insurance coverage in excess of 200% of the amount for such coverage set forth in Section 4.23 to the Syncor Disclosure Schedule, but in such case shall purchase as much coverage as reasonably practicable for 200% of the amount set forth in Section 4.23 to the Syncor Disclosure Schedule, and, provided, further, that any substitution or replacement of existing policies shall not result in any gaps or lapses in coverage with respect to facts, events, acts or omissions occurring at or prior to the Effective Time. (iii) It is expressly agreed that the indemnified parties (including their heirs and representatives) to whom this Section 5.2(c) applies shall be third-party beneficiaries of this Section 5.2(c). The provisions of this Section 5.2(c) are intended to be for the benefit of, and will be enforceable by, such third-party beneficiaries. (d) Subcorp. Prior to the Effective Time, Subcorp shall not conduct any business or make any investments other than as specifically contemplated by this Agreement and will not have any assets (other than a de minimis amount of cash paid to Subcorp for the issuance of Subcorp Common Stock to Cardinal) or any material liabilities. (e) NYSE Listing. Cardinal shall use its reasonable best efforts to cause Cardinal Common Shares issuable pursuant to the Merger or upon the exercise of Cardinal Exchange Options to be approved for listing on the NYSE, subject to official notice of issuance, prior to the Effective Time. (f) Employees and Employee Benefits. (i) Cardinal shall use its reasonable best efforts to make the Syncor Employees (as defined below) eligible to participate in Cardinal employee benefit plans not later than July 1, 2003. Without limiting the foregoing, from and after the Effective Time and until July 1, 2003, Cardinal shall provide Syncor Employees with employee benefit plans, programs, contracts or arrangements that, in the aggregate, will provide benefits that are not materially less favorable in the aggregate than the benefits provided to such Syncor Employees under the Plans (except for Plans providing equity or equity-based compensation) in effect on the date of this Agreement in accordance with the terms of such employee benefit plans, programs, contracts or arrangements, it being understood that, except as otherwise provided by this Agreement, the foregoing shall not require Cardinal or the Surviving Corporation to maintain any particular Plan. Syncor Employees shall be entitled to participate in the applicable Cardinal equity and equity-based plans (except for the Syncor ESPP (as defined below)) from and after the Effective Time in accordance with the terms of the applicable Cardinal equity and equity-based plans. From and after the Effective Time, Cardinal shall treat all service by Syncor Employees with Syncor and their respective predecessors prior to the Effective Time for all purposes as service with Cardinal (except for purposes of benefit accrual under defined benefit pension plans or to the extent such treatment would result in duplicative accrual on or after the Closing Date of benefits for the same period of service or to the extent such service is prior to a specific date before which service would not have been credited for employees of Cardinal), and, with respect to any medical or dental benefit plan in which Syncor Employees participate A-25 after the Effective Time, Cardinal shall waive or cause to be waived any preexisting condition exclusions and actively-at-work requirements (provided, however, that no such waiver shall apply to a preexisting condition of any Syncor Employee who was, as of the Effective Time, excluded from participation in a Plan by virtue of such pre-existing condition), and shall provide that any covered expenses incurred on or before the Effective Time during the plan year of the applicable Plan in which the Effective Time occurs by a Syncor Employee or a Syncor Employee's covered dependent shall be taken into account for purposes of satisfying applicable deductible, coinsurance and maximum out-of-pocket provisions after the Effective Time to the same extent as such expenses are taken into account for the benefit of similarly situated employees of Cardinal and subsidiaries of Cardinal. For purposes of this Section 5.2(f), "Syncor Employees" means individuals who are, as of the Effective Time, employees of Syncor that are not subject to collective bargaining agreements for as long as they remain employees of Cardinal and its subsidiaries. (ii) Cardinal and Syncor agree that each of their respective option and other equity-incentive plans shall be amended, if and to the extent necessary, to reflect the transactions contemplated by this Agreement, including, but not limited to, the conversion of shares of Syncor Common Stock held or to be awarded or paid pursuant to such benefit plans, programs or arrangements into Cardinal Common Shares on a basis consistent with the transactions contemplated by this Agreement. (iii) As soon as reasonably practicable after the Effective Time, Cardinal shall deliver to the holders of Syncor Options appropriate notices setting forth such holders' rights pursuant to the respective Plans governing such Syncor Options and the agreements evidencing the grants of such Syncor Options, and that such Syncor Options and the related agreements shall be assumed by Cardinal and shall continue in effect on the same terms and conditions (subject to the adjustments required by Section 2.4 after giving effect to the Merger). (iv) From and after the Effective Time, Cardinal shall, or shall cause the Surviving Corporation to, assume and honor all Plans; provided, however, nothing in this Agreement shall restrict Cardinal's or the Surviving

Corporation's ability to amend or terminate such Plans in accordance with their terms. Cardinal and Syncor agree that the shareholder approval or the consummation of the Merger, as applicable, shall constitute a "Change in Control" for all purposes of the Plans identified and set forth in Section 4.16 to the Syncor Disclosure Schedule; provided, however, Cardinal and Syncor intend that none of the shareholder approval, consummation of the Merger or any transactions contemplated by this Agreement will constitute a "Change of Control" for purposes of the agreements set forth on Schedule 5.2(f)(iv) to the Syncor Disclosure Schedule. (v) With respect to the Syncor International Corporation Employee Stock Purchase Plan (the "Syncor ESPP"), Syncor shall take all actions necessary to (A) terminate all open offering periods under the Syncor ESPP as of a date no later than the end of its last regularly occurring payroll period prior to the Effective Time and (B) terminate the Syncor ESPP as of a date no later than immediately prior to the Effective Time. 5.3. Covenants of Syncor. (a) Syncor Stockholders Meeting. Syncor shall take all action in accordance with the United States federal securities laws, the DGCL and the Syncor Certificate and the Syncor By-laws necessary to duly call, give notice of, convene and hold a special meeting of Syncor Stockholders (the "Syncor Stockholders Meeting") to be held on the earliest practicable date determined in consultation with Cardinal to consider and vote upon approval of this Agreement. Subject to this Section 5.3(a), Syncor shall take all lawful actions to solicit the approval of this Agreement by the Syncor Stockholders. Syncor shall, except as provided in this Section 5.3(a) and in Section 5.3(d), through the Board of Directors of Syncor, recommend to Syncor Stockholders approval of this Agreement, and, except as expressly permitted by this Agreement, shall not withdraw, amend or modify in a manner adverse to Cardinal its recommendation. However, the Board of Directors of Syncor shall be permitted to (i) not recommend to Syncor Stockholders that they give the Syncor Stockholders Approval or (ii) withdraw, modify or change the Syncor Board Recommendation in a manner adverse to Cardinal (a "Syncor Change in Recommendation"), and, in such event, not solicit votes in favor of A-26 such approval, if the Board of Directors of Syncor believes in good faith, based upon the advice of outside legal counsel, that the failure to so withhold, withdraw or modify its recommendation would reasonably be expected to cause a failure to comply with its fiduciary duties under Applicable Laws. Notwithstanding any such Syncor Change in Recommendation, Cardinal shall have the option, exercisable within 20 days of notice of such Syncor Change in Recommendation, to terminate this Agreement pursuant to Section 7.1(d). If Cardinal has not exercised its right to terminate the Agreement within such 20-day period, Cardinal shall no longer be entitled to terminate this Agreement under Section 7.1(d). Syncor shall ensure that the Syncor Stockholders Meeting is called, noticed, convened, held and conducted, and that all proxies solicited in connection with the Syncor Stockholders Meeting are solicited, in compliance in all material respects with all Applicable Laws. Without limiting the generality of the foregoing, (i) Syncor agrees that its obligation to duly call, give notice of, convene and hold the Syncor Stockholders Meeting, as required by this Section 5.3, shall not be affected by the withdrawal, amendment or modification of the Syncor Board Recommendation and (ii) Syncor agrees that its obligations to duly call, give notice of, convene and hold the Syncor Stockholders Meeting pursuant to this Section 5.3 shall not be affected by the commencement, public proposal, public disclosure or communication to Syncor of any Superior Proposal (as defined in Section 5.3(d)). (b) Information for the Registration Statement and Preparation of Proxy Statement. Syncor shall promptly furnish Cardinal with all information concerning it as may be required for inclusion in the Proxy Statement and the Registration Statement. Syncor shall cooperate with Cardinal in the preparation of the Proxy Statement and the Registration Statement in a timely fashion and shall use reasonable best efforts to assist Cardinal in having the Registration Statement declared effective by the Commission as promptly as practicable consistent with the timing for the Syncor Stockholders Meeting as determined in consultation with Cardinal. If, at any time prior to the Effective Time, Syncor shall obtain knowledge of any information pertaining to Syncor that would require any amendment or supplement to the Registration Statement or the Proxy Statement, Syncor shall so advise Cardinal and shall promptly furnish Cardinal with all information as shall be required for such amendment or supplement, and shall promptly amend or supplement the Registration Statement and/or Proxy Statement. Syncor shall use reasonable best efforts to cooperate with Cardinal in the preparation and filing of the Proxy Statement with the Commission. Consistent with the timing for the Syncor Stockholders Meeting as determined in consultation with Cardinal, Syncor shall use all reasonable efforts to mail at the earliest practicable date to Syncor Stockholders the Proxy Statement, which Proxy Statement shall include all information required under Applicable Laws to be furnished to Syncor Stockholders in connection with the Merger and the transactions contemplated by this Agreement and shall include the Syncor Board Recommendation to the extent not previously withdrawn in compliance with Section 5.3(a) or Section 5.3(d) and the full text of the written opinion of Salomon

Smith Barney described in Section 4.24. (c) Conduct of Syncor's Operations. During the period from the date of this Agreement to the Effective Time or to the date, if any, on which this Agreement is earlier terminated pursuant to Section 7.1, without the prior consent of Cardinal (which consent will not be unreasonably withheld or delayed), and except as otherwise (i) expressly contemplated by this Agreement, (ii) required by Applicable Laws (it being understood that, insofar as less than 100% of the equity of any of Syncor's subsidiaries is owned, directly or indirectly, by Syncor, nothing in this Section 5.3(c) shall be deemed to require any such of Syncor's subsidiaries to take any action, or fail to take any action, which action or failure would result in a violation of fiduciary duty under Applicable Laws) or (iii) set forth in Section 5.3(c) to the Syncor Disclosure Schedule, Syncor covenants and agrees that it and its subsidiaries: (i) shall conduct its operations in the ordinary course and shall use its reasonable best efforts to maintain and preserve its business organization and its material rights and franchises and to retain the services of its officers and key employees and maintain relationships with customers, suppliers, lessees, licensees and other third parties, and to maintain all of its operating assets in their current condition (normal wear and tear excepted), to the end that their goodwill and ongoing business shall not be impaired in any material respect (it being agreed that any action taken by Syncor or its subsidiaries that is permitted under Section 5.3(c)(ii)-(xxiv) shall not be deemed to be a breach of this Section 5.3(c)(i)); A-27 (ii) shall not do or effect any of the following actions with respect to its securities: (A) adjust, split, combine or reclassify capital stock of Syncor, (B) make, declare or pay any dividend or distribution on, or, directly or indirectly, redeem, purchase or otherwise acquire, any shares of capital stock of Syncor or any securities or obligations convertible into or exchangeable for any shares of capital stock of Syncor (other than (I) dividends or distributions from its direct or indirect wholly owned subsidiary in the ordinary course of business or (II) dividends or distributions by a subsidiary that is partially owned by Syncor or any of its subsidiaries in the ordinary course of business; provided that Syncor or any of its subsidiaries receives or is to receive its proportionate share thereof), (C) grant any person any right or option to acquire any shares of capital stock of Syncor, except, after the date of this Agreement, for the grant of options to purchase up to 100,000 shares of Syncor Common Stock; provided that, such options are granted either (I) in the ordinary course of business consistent with past practice after consultation with Cardinal to new hires (but, in any event, not under the Syncor ESPP) or (II) pursuant to formula awards as set forth in Section 5.3(c)(ii) to the Syncor Disclosure Schedule; provided that, in each case, such options will not vest in connection with the transactions contemplated by this Agreement, (D) issue, deliver or sell or agree to issue, deliver or sell any additional shares of capital stock of Syncor or any securities or obligations convertible into or exchangeable or exercisable for any shares of capital stock of Syncor or such securities (except pursuant to the exercise of Syncor Options that are outstanding as of the date of this Agreement), (E) enter into any agreement, understanding or arrangement with respect to the sale, voting, registration or repurchase of capital stock of Syncor, or (F) open any offering period or issue any shares of Syncor capital stock or grant any purchase rights pursuant to the Syncor ESPP; (iii) shall not directly or indirectly sell, transfer, lease, pledge, mortgage, encumber or otherwise dispose of any property or assets of Syncor or its subsidiaries other than sales, transfers, leases, pledges, mortgages, encumbrances or other dispositions in the ordinary course of business or that, individually or in the aggregate, are immaterial; (iv) shall not make or propose any changes in the Syncor Certificate or the Syncor By-laws; (v) shall not amend or modify, or propose to amend or modify, the Syncor Rights Agreement, as amended as of the date of this Agreement; (vi) shall not merge or consolidate with any other person; (vii) shall not acquire assets or capital stock of any other person in excess of $1,000,000 individually or $3,000,000 in the aggregate, other than the acquisition of inventory in the ordinary course of business, consistent with past practice; (viii) shall not incur, create, assume or otherwise become liable for any indebtedness for borrowed money or, except in the ordinary course of business, consistent with past practice, assume, guarantee, endorse or otherwise as an accommodation become responsible or liable for the obligations of any other individual, corporation or other entity; (ix) shall not create any subsidiaries; (x) shall not enter into or modify in any material respect any employment, severance, termination or similar agreements or arrangements with, or grant any bonuses, salary increases, severance or termination pay to, any officer, director, consultant or employee other than in the ordinary course of business consistent with past practice with respect to non-officer employees (except for severance agreements, which, in all cases, shall require the prior written consent of Cardinal), or otherwise increase the compensation or benefits provided to any officer, director, consultant or employee, except in the ordinary course of business consistent with past practice or as may be required by Applicable Laws, or grant, reprice, or accelerate the exercise or payment of any Syncor Options or other equity-based awards; (xi) shall not enter into, adopt or amend in any material respect any Plan, except as shall be required by Applicable Laws; (xii) shall not

take any action that could give rise to severance benefits payable to any officer or director of Syncor as a result of consummation of the transactions contemplated by this Agreement; A-28 (xiii) shall not change any material method or principle of Tax or financial accounting in a manner that is inconsistent with past practice, except to the extent required by Applicable Laws or GAAP, as advised by Syncor's regular independent accountants; (xiv) shall not, except in the ordinary course of business consistent with past practice, settle any Actions, whether now pending or made or brought after the date of this Agreement involving, individually or in the aggregate, an amount in excess of $1,500,000 individually or $3,000,000 in the aggregate; (xv) shall not, except in the ordinary course of business consistent with past practice, modify, amend or terminate, or waive, release or assign any material rights or claims with respect to, any Contract set forth in Section 4.17 to the Syncor Disclosure Schedule, any other material Contract to which Syncor is a party or any confidentiality agreement to which Syncor is a party; (xvi) shall not enter into any confidentiality agreements or arrangements other than in the ordinary course of business consistent with past practice (other than as permitted, in each case, by Section 5.3(d)); (xvii) shall not write up, write down or write off the book value of any assets, individually or in the aggregate, in excess of $300,000, except for depreciation and amortization in accordance with GAAP consistently applied and except, following consultation with Cardinal, as required by Applicable Laws or GAAP; (xviii) shall not incur or commit to any capital expenditures in excess of $1,000,000 individually or $3,000,000 in the aggregate; (xix) shall not make any payments in respect of policies of directors' and officers' liability insurance (premiums or otherwise) other than premiums paid in respect of its current policies or a renewal thereof to the extent set forth in Section 4.23 to the Syncor Disclosure Schedule; (xx) shall not take any action to exempt or make not subject to (A) the provisions of Section 203 of the DGCL or (B) any other state takeover law or state law that purports to limit or restrict business combinations or the ability to acquire or vote shares, any individual or entity (other than Cardinal or its subsidiaries) or any action taken thereby, which individual, entity or action would have otherwise been subject to the restrictive provisions thereof and not exempt therefrom; (xxi) shall not knowingly and intentionally take any action that could likely result in a violation or breach of any agreement, covenant, representation or warranty contained in this Agreement that has prevented or would prevent the satisfaction of the condition set forth in Section 6.3(a) or 6.3(b); (xxii) shall not, except as, individually or in the aggregate, is not reasonably likely to have a Material Adverse Effect on Syncor, make, revoke or amend any Tax election, settle or compromise any claim or assessment with respect to Taxes, execute or consent to any waivers extending the statutory period of limitations with respect to the collection or assessment of any Taxes or amend any material Tax Returns; (xxiii) shall not permit or cause any of its subsidiaries to do any of the foregoing or any of the items set forth in Section 5.3(c)(xxiii) to the Cardinal Disclosure Schedule or agree or commit to do any of the foregoing; or (xxiv) except as expressly permitted in this Agreement, shall not agree in writing or otherwise to take any of the foregoing actions. (d) No Solicitation. Syncor agrees that, during the term of this Agreement, it shall not, and shall not authorize and will use best efforts not to permit any of its subsidiaries or any of its or its subsidiaries' directors, officers, employees, agents or representatives, directly or indirectly, to solicit, initiate, encourage or facilitate, or furnish or disclose nonpublic information in furtherance of, any inquiries or the making of any proposal with respect to any recapitalization, merger, consolidation or other business combination involving Syncor, or acquisition of any capital stock (other than upon exercise of Syncor Options that are outstanding as of the date of this Agreement) or a material amount of the assets (other than transactions with customers in the ordinary A-29 course of business consistent with past practice or the disposition of all or part of the business or operations of Comprehensive Medical Imaging ("CMI") of Syncor and its subsidiaries, taken as a whole, in a single transaction or a series of related transactions, or any combination of the foregoing (a "Competing Transaction"), or negotiate, explore or otherwise engage in discussions with any person (other than Cardinal, Subcorp or their respective directors, officers, employees, agents and representatives) with respect to any Competing Transaction or enter into any agreement, arrangement or understanding requiring it to abandon, terminate or fail to consummate the Merger or any other transactions contemplated by this Agreement; provided that, at any time prior to the approval of this Agreement by Syncor Stockholders, Syncor may furnish information to, and negotiate or otherwise engage in discussions with, any person that delivers a written proposal for a Competing Transaction that was not solicited or encouraged, except to the extent explicitly permitted by this Section 5.3(d), after the date of this Agreement if and so long as the Board of Directors of Syncor believes in good faith as determined by a majority vote, based upon the advice of its outside legal counsel, that failing to take such action would reasonably be expected to constitute a breach of its fiduciary duties under Applicable Laws and believes in good faith, after consulting with a nationally recognized investment banking firm and Syncor's

outside legal counsel, that such proposal would reasonably be expected to result in a transaction that, if consummated, would be more favorable to Syncor Stockholders from a financial point of view than the transactions contemplated by this Agreement (including any adjustment to the terms and conditions proposed by Cardinal in response to such Competing Transaction) (a "Superior Proposal"); provided, further, that, prior to furnishing any information to such person, Syncor shall enter into a confidentiality agreement that is no less restrictive, in any material respect, than the confidentiality agreement between Cardinal and Syncor, dated July 9, 2001, as amended on August 29, 2001 and September 5, 2001 (the "Confidentiality Agreement"). Syncor will immediately cease all existing activities, discussions and negotiations with any persons conducted to the date of this Agreement with respect to any proposal for a Competing Transaction and request the return of all confidential information regarding Syncor provided to any such persons prior to the date of this Agreement pursuant to the terms of any confidentiality agreements or otherwise. In the event that, prior to the approval of this Agreement by the Syncor Stockholders, the Board of Directors of Syncor receives a Superior Proposal that was not solicited or encouraged, except to the extent permitted by this Section 5.3(d), after the date of this Agreement and the Board of Directors of Syncor believes in good faith based upon the advice of its outside legal counsel that failure to take such action would reasonably be expected to constitute a breach of the fiduciary duties of the Board of Directors of Syncor under Applicable Laws, the Board of Directors of Syncor may (subject to this, the following sentences and Section 5.3(a)) withdraw, modify or change, in a manner adverse to Cardinal, the Syncor Board Recommendation and/or comply with Rule 14e-2 under the Exchange Act with respect to a Competing Transaction, provided that Syncor gives Cardinal three business days' prior written notice of its intention to do so (provided that the foregoing shall in no way limit or otherwise affect Cardinal's right to terminate this Agreement pursuant to Section 7.1(d), except as set forth in Section 5.3(a)). Any such withdrawal, modification or change of the Syncor Board Recommendation shall not change the approval of the Board of Directors of Syncor for purposes of causing any state takeover statute or other state law to be inapplicable to the transactions contemplated by this Agreement, including the Merger or the Support Agreements, or change the obligation of Syncor to present this Agreement for approval at the duly called Syncor Stockholders Meeting on the earliest practicable date determined in consultation with Cardinal. From and after the execution of this Agreement, Syncor shall promptly advise Cardinal in writing of the receipt, directly or indirectly, of any inquiries or proposals or the participation by or on behalf of Syncor in any discussions or negotiations, relating to a Competing Transaction (including, in each case, the specific terms and status thereof and the identity of the other person or persons involved) and promptly furnish to Cardinal a copy of any such written proposal in addition to any information provided to or by any third party relating thereto. All information provided to Cardinal under this Section 5.3(d) shall be kept confidential by Cardinal in accordance with the terms of the Confidentiality Agreement. In addition, Syncor shall promptly advise Cardinal, in writing, if the Board of Directors of Syncor shall make any determination as to any Competing Transaction as contemplated by the proviso to the first sentence of this Section 5.3(d). Furthermore, nothing contained in this Section 5.3(d) shall prohibit Syncor from making disclosure (and such disclosure in and of itself shall not be deemed to be a Syncor Change in Recommendation) of the fact that a Competing Transaction has been proposed, the identity of the person making such proposal or the material terms of such A-30 proposal in the Registration Statement or the Proxy Statement only to the extent the disclosure of such facts, identity or terms is required under Applicable Laws and only following prior consultation by Syncor with Cardinal regarding any such proposed disclosure. (e) Affiliates of Syncor. Syncor shall use reasonable best efforts to cause each such person that will be, at the Effective Time or was on the date of this Agreement, an "affiliate" of Syncor for purposes of Rule 145 under the Securities Act to execute and deliver to Cardinal, no less than ten days prior to the date of the Syncor Stockholders Meeting, the written undertakings in the form attached as Exhibit A to this Agreement (the "Syncor Affiliate Letter"). No later than 15 days prior to such date, Syncor, after consultation with its outside legal counsel, shall provide Cardinal with a letter (reasonably satisfactory to outside legal counsel to Cardinal) specifying all of the individuals or entities that, in Syncor's opinion, may be deemed to be affiliates of Syncor under the preceding sentence. The foregoing notwithstanding, Cardinal shall be entitled to place legends as specified in the Syncor Affiliate Letter on the certificates evidencing any of the Cardinal Common Shares to be received by (i) any such affiliate of Syncor specified in such letter or (ii) any person Cardinal in consultation with its outside legal counsel reasonably identifies (by written notice to Syncor and following discussions and consultation with Syncor's outside legal counsel) as being a person that is an affiliate, pursuant to the terms of this Agreement, and to issue appropriate stop transfer instructions to the transfer agent for the Cardinal Common Shares, consistent with the terms of the Syncor Affiliate Letters, regardless of whether such person has executed a Syncor

Affiliate Letter and regardless of whether such person's name appears on the letter to be delivered pursuant to the preceding sentence. (f) Access. Subject to legal and contractual restrictions (including, without limitation, under Antitrust Laws), upon reasonable notice throughout the period prior to the earlier of the Effective Time or the date of termination of this Agreement, Syncor shall permit representatives of Cardinal to have reasonable access during normal business hours to Syncor's premises, properties, books, records, contracts and documents. Cardinal will keep the information obtained pursuant to this Section 5.3(f) confidential pursuant to the terms of the Confidentiality Agreement and shall cause its directors, officers and employees and representatives or advisors who receive any portion thereof to keep all such information confidential, in accordance with the terms of the Confidentiality Agreement. Cardinal will use reasonable best efforts to minimize any disruption to the businesses of Syncor and its subsidiaries that may result from the requests for access, data and information hereunder. Cardinal shall afford to Syncor's directors, officers, employees, and representatives or advisors reasonable access during normal business hours upon reasonable notice, to its directors, officers, employees, and books and records to the extent reasonably necessary in connection with the preparation of the Proxy Statement. No investigation conducted pursuant to this Section 5.3(f) shall affect or be deemed to modify any representation or warranty made in this Agreement. (g) Subsequent Financial Statements. Syncor shall consult with Cardinal prior to making publicly available its financial results for any period after the date of this Agreement and prior to filing any Syncor SEC Documents after the date of this Agreement (other than routine filings pursuant to Rule 425 under the Securities Act or Rule 14a-12 under the Exchange Act). ARTICLE VI. CONDITIONS 6.1. Conditions to the Obligations of Each Party. The obligations of Syncor, Cardinal and Subcorp to consummate the Merger shall be subject to the satisfaction (or to the extent legally permissible, waiver) of the following conditions: (a) This Agreement, shall have been approved by Syncor Stockholders in the manner required by Applicable Laws. (b) Any applicable waiting periods under the HSR Act relating to the Merger and the transactions contemplated by this Agreement shall have expired or been terminated, and any other approvals of any Governmental Authority shall have been obtained, except for such approvals (unrelated to Antitrust A-31 Laws) the failure of which to obtain would not, individually or in the aggregate, result in the imposition of any fine or penalty except in immaterial amounts. (c) No provision of any Applicable Law and no judgment, injunction, order or decree of a Governmental Authority shall prohibit or enjoin the consummation of the Merger or the transactions contemplated by this Agreement or limit the ownership or operation by Cardinal, Syncor or any of their respective subsidiaries of any material portion of the businesses or assets of Cardinal or Syncor. (d) There shall not be pending any Action by any Governmental Authority (i) challenging or seeking to restrain or prohibit the consummation of the Merger or any of the other transactions contemplated by this Agreement, (ii) seeking to prohibit or limit in any material respect the ownership or operation by Cardinal, Syncor or any of their respective subsidiaries of, or to compel Cardinal, Syncor or any of their respective subsidiaries to dispose of or hold separate, any material portion of the business or assets of Cardinal, Syncor or any of their respective subsidiaries, as a result of the Merger or any of the other transactions contemplated by this Agreement, except in the case of this clause (ii) for such prohibitions, limitations, dispositions or holdings that would not be deemed to constitute a Material Adverse Effect under Section 5.1(a)(iv), or (iii) seeking to impose limitations on the ability of Cardinal to acquire or hold, or exercise full rights of ownership of, any shares of capital stock of the Surviving Corporation, including the right to vote capital stock of the Surviving Corporation on all matters properly presented to the stockholders of the Surviving Corporation. (e) The Commission shall have declared the Registration Statement effective under the Securities Act, and no stop order or similar restraining order suspending the effectiveness of the Registration Statement shall be in effect and no proceedings for such purpose shall be pending before or threatened by the Commission or any state securities administrator. (f) The Cardinal Common Shares to be issued in the Merger and upon exercise of Cardinal Exchange Options shall have been approved for listing on the NYSE, subject to official notice of issuance. (g) Syncor shall have received the opinion of Skadden, Arps, Slate, Meagher & Flom LLP, dated as of the Closing Date, to the effect that (i) the Merger will constitute a "reorganization" (within the meaning of Section 368(a) of the Code) and (ii) no gain or loss will be recognized by Syncor Stockholders upon the receipt of Cardinal Common Shares in exchange for shares of Syncor Common Stock pursuant to the Merger, except with respect to cash received in lieu of fractional share interests in Cardinal Common Shares. 6.2. Conditions to Obligations of Syncor. The obligations of Syncor to consummate the Merger and the transactions contemplated by this Agreement shall be subject to the satisfaction of the following conditions unless waived by Syncor: (a) Each of the representations and warranties of each of Cardinal and Subcorp set forth in Article III shall be true and correct in all respects (but without regard to any materiality

qualifications or references to Material Adverse Effect contained in any specific representation or warranty) on the date of this Agreement and on and as of the Closing Date as though made on and as of the Closing Date (except for representations and warranties made as of a specified date, the accuracy of which will be determined as of the specified date), except where any such failure of the representations and warranties in the aggregate to be true and correct in all respects would not reasonably be expected to have a Material Adverse Effect on Cardinal. (b) Each of Cardinal and Subcorp shall have performed in all material respects each obligation and agreement and shall have complied in all material respects with each covenant to be performed and complied with by it under this Agreement at or prior to the Effective Time. (c) Each of Cardinal and Subcorp shall have furnished Syncor with a certificate dated the Closing Date signed on behalf of it by the Chairman, President or any Vice President of Cardinal and Subcorp, as applicable, to the effect that the conditions set forth in Sections 6.2(a) and 6.2(b) have been satisfied. A-32 (d) Since the date of this Agreement, except to the extent contemplated by Section 3.11 to the Cardinal Disclosure Schedule, there shall not have been events or occurrences individually or in the aggregate that would be a Material Adverse Effect on Cardinal. 6.3. Conditions to Obligations of Cardinal and Subcorp. The obligations of Cardinal and Subcorp to consummate the Merger and the other transactions contemplated by this Agreement shall be subject to the satisfaction of the following conditions unless waived by Cardinal: (a) Each of the representations and warranties of Syncor set forth in Article IV (other than the representations and warranties of Syncor set forth in the first three sentences of Section 4.4) shall be true and correct in all respects (but without regard to any materiality qualifications or references to Material Adverse Effect contained in any specific representation or warranty) on the date of this Agreement and on and as of the Closing Date as though made on and as of the Closing Date (except for representations and warranties made as of a specified date, the accuracy of which will be determined as of the specified date), except where any such failure of the representations and warranties in the aggregate to be true and correct in all respects would not reasonably be expected to have a Material Adverse Effect on Syncor. The representations and warranties of Syncor set forth in the first three sentences of Section 4.4 shall be true and correct (subject to de minimis exceptions) on the date of this Agreement and on and as of the Closing Date as though made on and as of the Closing Date (except for representations and warranties made as of a specified date, the accuracy of which will be determined as of the specified date). (b) Syncor shall have performed in all material respects each obligation and agreement and shall have complied in all material respects with each covenant to be performed and complied with by it under this Agreement at or prior to the Effective Time. (c) Syncor shall have furnished Cardinal with a certificate dated the Closing Date signed on its behalf by its Chairman, President or any Vice President to the effect that the conditions set forth in Sections 6.3(a) and 6.3(b) have been satisfied. (d) Since the date of this Agreement, except to the extent contemplated by Section 4.12 to the Syncor Disclosure Schedule, there shall not have been events or occurrences, individually or in the aggregate, that would be a Material Adverse Effect on Syncor. ARTICLE VII. TERMINATION AND AMENDMENT 7.1. Termination. This Agreement may be terminated and the Merger may be abandoned at any time prior to the Effective Time (notwithstanding any approval of this Agreement by Syncor Stockholders): (a) by mutual written consent of Cardinal and Syncor; (b) by either Cardinal or Syncor if there shall be any law or regulation that makes consummation of the Merger illegal or otherwise prohibited, or if any judgment, injunction, order or decree of a court or other competent Governmental Authority enjoining Cardinal or Syncor from consummating the Merger shall have been entered and such judgment, injunction, order or decree shall have become final and nonappealable; provided that the party seeking to terminate this Agreement pursuant to this Section 7.1(b) shall have used its reasonable best efforts to remove such order, decree, ruling or injunction; (c) by either Cardinal or Syncor if the Merger shall not have been consummated before December 31, 2002, provided, however, that, in the event the condition set forth in Section 6.1(b) shall not have been satisfied on or prior to December 31, 2002, this date shall be extended to the earlier of the date that is ten business days after the date on which the condition set forth in Section 6.1(b) is satisfied and April 30, 2003; provided, further, that the right to terminate this Agreement under this Section 7.1(c) shall not be available to any party to this Agreement whose failure or whose affiliate's failure to perform any material covenant or obligation under this Agreement has been the primary cause of or resulted in the failure of the Merger to occur on or before such date; A-33 (d) by Cardinal (i) if there shall have been a Syncor Change in Recommendation or (ii) if the Syncor Board of Directors shall have refused to affirm the Syncor Board Recommendation within 20 days of any written request from Cardinal. (e) by Cardinal or Syncor if, at the Syncor Stockholders Meeting (including any adjournment or postponement thereof), the requisite vote of Syncor Stockholders to approve this Agreement shall not have been obtained; (f) by Cardinal if there has been a

violation or breach by Syncor of any agreement, covenant, representation or warranty contained in this Agreement that has prevented or would prevent the satisfaction of the conditions set forth in Sections 6.3(a) and (b) at the time of such breach or violation and such violation or breach has not been waived by Cardinal nor cured by Syncor prior to the earlier of (i) 20 business days after the giving of written notice to Syncor of such breach and (ii) December 31, 2002; or (g) by Syncor if there has been a violation or breach by Cardinal of any agreement, covenant, representation or warranty contained in this Agreement that has prevented or would prevent the satisfaction of the conditions set forth in Sections 6.2(a) and (b) at the time of such breach or violation and such violation or breach has not been waived by Syncor nor cured by Cardinal prior to the earlier of (i) 20 business days after the giving of written notice to Cardinal of such breach and (ii) December 31, 2002. 7.2. Effect of Termination. In the event of the termination of this Agreement pursuant to Section 7.1, this Agreement, except for the provisions of the second sentence of Section 5.3(f) and the provisions of this Section 7.2 and Sections 8.7, 8.8 and 8.11, shall become void and have no effect, without any liability on the part of any party to this Agreement or the directors, officers, or stockholders or shareholders of any party to this Agreement, as the case may be. Notwithstanding the foregoing, nothing in this Section 7.2 shall relieve any party to this Agreement of liability for an intentional and material breach of any provision of this Agreement, provided, however, that, if it shall be judicially determined that termination of this Agreement was caused by an intentional and material breach of this Agreement, then, in addition to other remedies at law or equity for breach of this Agreement, the party to this Agreement so found to have intentionally breached this Agreement shall indemnify and hold harmless the other parties to this Agreement for their respective out-of-pocket costs, fees and expenses of their counsel, accountants, financial advisors and other experts and advisors as well as fees and expenses incident to negotiation, preparation and execution of this Agreement and related documentation and shareholder meetings and consents (collectively, "Costs"). If this Agreement is terminated pursuant to Section 7.1(d) or Section 7.1(e), then Syncor will, within three business days following any such termination by Cardinal, or, in the case of a termination by Syncor, concurrently with such termination, pay to Cardinal in cash by wire transfer in immediately available funds to an account in the United States designated by Cardinal in reimbursement for Cardinal's actual and documented reasonable Costs, an amount in cash up to but not in excess of $4,000,000 in the aggregate. If this Agreement is terminated pursuant to (a) Section 7.1(d) or Section 7.1(e) and at any time prior to such termination a bona fide proposal regarding a Competing Transaction with respect to Syncor shall not have been made to Syncor, nor shall there have been any public disclosure of any bona fide proposal or expression of interest by a third party regarding a Competing Transaction, or (b) Section 7.1(a) or Section 7.1(c) and at any time prior to such termination a bona fide proposal regarding a Competing Transaction with respect to Syncor shall have been made to Syncor, or any bona fide proposal or expression of interest by a third party regarding a Competing Transaction shall have been publicly disclosed and within six months after the date of any such termination Syncor enters into a letter of intent, agreement-in-principle, acquisition agreement or other similar agreement with respect to, or publicly announces, a Business Combination (as defined below) or consummates a Business Combination, then Syncor will, upon consummation of such Business Combination, pay to Cardinal in cash by wire transfer in immediately available funds to an account designated by Cardinal a termination fee in an amount equal to $24,125,000 A-34 (less amounts paid in reimbursement of Costs). If this Agreement is terminated pursuant to Section 7.1(d) or Section 7.1(e), and at any time prior to such termination a bona fide proposal regarding a Competing Transaction with respect to Syncor shall have been made to Syncor, or any bona fide proposal or expression of interest by a third party regarding a Competing Transaction shall have been publicly disclosed, then (i) Syncor will, in the case of a termination by Cardinal, within three business days following any such termination or, in the case of a termination by Syncor, concurrently with such termination, pay to Cardinal in cash by wire transfer in immediately available funds to an account in the United States designated by Cardinal a termination fee in an amount equal to $12,062,500 (less amounts paid in reimbursement of Costs); and, furthermore, if within 12 months after the date of any such termination Syncor enters into a letter of intent, agreement-in-principle, acquisition agreement or other similar agreement with respect to, or publicly announces, a Business Combination or consummates a Business Combination, then Syncor will, upon the consummation of such Business Combination, pay to Cardinal in cash by wire transfer in immediately available funds to an account in the United States designated by Cardinal an additional termination fee in an amount equal to $12,062,500. "Business Combination" means (a) a merger, consolidation, share exchange, business combination or similar transaction involving Syncor as a result of which Syncor Stockholders, prior to such transaction, in the aggregate, cease to own at least 60% of the voting securities of the entity surviving or resulting from such transaction

(or the ultimate parent entity thereof), (b) a sale, lease, exchange, transfer or other disposition of more than 33% of the assets of Syncor and its subsidiaries, taken as a whole, in a single transaction or a series of related transactions (other than to customers in the ordinary course of business or the disposition of all or part of the business or operations of CMI), or (c) the acquisition, by a person (other than Cardinal or any affiliate thereof) or "group" (as defined under Section 13(d) of the Exchange Act) of "beneficial ownership" (as defined in Rule 13d-3 under the Exchange Act) of more than 33% of Syncor Common Stock, whether by tender or exchange offer or otherwise. 7.3. Amendment. This Agreement may be amended by the parties to this Agreement, by action taken or authorized by their respective Boards of Directors, at any time before or after approval of this Agreement by Syncor Stockholders, but, after any such approval, no amendment shall be made that by law requires further approval or authorization by Syncor Stockholders without such further approval or authorization. Notwithstanding the foregoing, this Agreement may not be amended, except by an instrument in writing signed on behalf of each of the parties to this Agreement. 7.4. Extension; Waiver. At any time prior to the Effective Time, Cardinal (with respect to Syncor) and Syncor (with respect to Cardinal and Subcorp) by action taken or authorized by their respective Boards of Directors, may, to the extent legally allowed, (a) extend the time for the performance of any of the obligations or other acts of such party to this Agreement, (b) waive any inaccuracies in the representations and warranties contained in this Agreement or in any document delivered pursuant to this Agreement and (c) waive compliance with any of the agreements or conditions contained in this Agreement. Any agreement on the part of a party to this Agreement to any such extension or waiver shall be valid only if set forth in a written instrument signed on behalf of such party to this Agreement. ARTICLE VIII. MISCELLANEOUS 8.1. Survival of Representations and Warranties. The representations and warranties made in this Agreement by the parties to this Agreement shall not survive the Effective Time. This Section 8.1 shall not limit any covenant or agreement of the parties to this Agreement, which by its terms contemplates performance after the Effective Time or after the termination of this Agreement. 8.2. Notices. All notices and other communications under this Agreement shall be in writing and shall be deemed given if delivered personally, telecopied (which is confirmed) or dispatched by a nationally A-35 recognized overnight courier service to the parties to this Agreement at the following addresses (or at such other address for a party to this Agreement as shall be specified by like notice): (a) if to Cardinal or Subcorp: Cardinal Health, Inc. 7000 Cardinal Place Dublin, Ohio 43017 Attention: Paul S. Williams Executive Vice President, Chief Legal Officer & Secretary Telecopy No.: (614) 757-6948 with a copy to David A. Katz, Esq. Wachtell, Lipton, Rosen & Katz 51 West 52nd Street New York, New York 10019 Telecopy No.: (212) 403-2000 (b) if to Syncor: Syncor International Corporation 6464 Canoga Avenue Woodland Hills, CA 91367 Attention: Monty Fu Chairman Telecopy No.: (818) 737-4826 with a copy to Paul T. Schnell, Esq. Richard J. Grossman, Esq. Skadden, Arps, Slate, Meagher & Flom LLP Four Times Square New York, New York 10036 Telecopy No.: (212) 735-2000 8.3. Interpretation. When a reference is made in this Agreement to an Article or Section, such reference shall be to an Article or Section of this Agreement unless otherwise indicated. The headings, the table of contents and the index of defined terms contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement. Whenever the words "include," "includes," or "including" are used in this Agreement, they shall be deemed to be followed by the words "without limitation." A "Material Adverse Effect" with respect to any party to this Agreement shall be deemed to occur if there shall have been a material adverse effect on the business, financial condition or results of operations of such party to this Agreement and its subsidiaries, taken as a whole, except to the extent that such adverse effect results from (a) changes (i) in prevailing interest rates in the United States or financial market conditions in the United States, (ii) in general economic conditions in the United States or (iii) in GAAP; (b) any developments, changes or consequences relating to or that could arise from the actual or prospective renewal of (or failure to renew) the BMS Contract, any new terms that may be negotiated in any proposed or actual amended or new BMS Contract, any negotiations with BMS (or the substitute counterparty) directly relating to the BMS Contract or any amendment to the BMS Contract or a new BMS Contract, in each case, regardless of whether or not BMS owns the product covered by the BMS Contract; or (c) any developments, changes or consequences relating to the process for the possible sale of all or a portion of the business of CMI (the "CMI Business"), including the failure to sell all or any portion of the CMI Business, the level of interest of any parties in pursuing a sale or the value or other terms for a sale indicated by such parties, and the pricing or other terms of any such sale, or the effect of any accounting charges, A-36 adjustments and changes ("CMI Changes") set forth in Section 5.3(c) to the Syncor Disclosure Schedule. For the purposes of this Agreement, in determining whether there has been a Material Adverse Effect on Syncor, any changes to or developments regarding

the CMI Business shall be measured solely against the actual results of the CMI Business for the fiscal year ended December 31, 2001. A "subsidiary" means, when used with respect to any party to this Agreement, any corporation or other organization, incorporated or unincorporated, (a) of which such party to this Agreement or any of its subsidiaries is a general partner (excluding partnerships, the general partnership interests of which held by such party to this Agreement or any of its subsidiaries do not have 50% or more of the voting interests in such partnership) or (b) 50% or more of the securities or other interests of which having by their terms ordinary voting power to elect at least 50% of the board of directors or others performing similar functions with respect to such corporation or other organization is, directly or indirectly, owned or controlled by such party to this Agreement or one or more of its subsidiaries (or, if there are no such voting securities or interests, 50% or more of the equity interests of which is, directly or indirectly, owned or controlled by such party to this Agreement or one or more of its subsidiaries). With respect to Syncor, "knowledge" shall mean the actual knowledge of the individuals set forth in Section 8.3 to the Syncor Disclosure Schedule. With respect to Cardinal, "knowledge" shall mean the actual knowledge of the individuals set forth in Section 8.3 to the Cardinal Disclosure Schedule. 8.4. Counterparts. This Agreement may be executed in counterparts, which together shall constitute one and the same Agreement. The parties to this Agreement may execute more than one copy of this Agreement, each of which shall constitute an original. 8.5. Entire Agreement. This Agreement (including the documents and the instruments relating to the Merger referred to in this Agreement), the Support Agreements and the Confidentiality Agreement constitute the entire agreement among the parties to this Agreement and supersede all prior agreements and understandings, agreements or representations by or among the parties to this Agreement, written and oral, with respect to the subject matter of this Agreement and thereof. With respect to the transactions contemplated by this Agreement and the subject matter of this Agreement, neither Cardinal and its affiliates nor Syncor and its affiliates makes any representations or warranties other than those set forth in this Agreement. 8.6. Third-Party Beneficiaries. Except for the agreement set forth in Section 5.2(c), nothing in this Agreement, express or implied, is intended or shall be construed to create any third-party beneficiaries. 8.7. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Delaware without regard to the principles of conflicts of laws thereof. All actions and proceedings arising out of or relating to this Agreement shall be heard and determined in any state or federal court sitting in the State of Delaware. 8.8. Consent to Jurisdiction; Venue. (a) Each of the parties to this Agreement irrevocably submits to the exclusive jurisdiction of the state courts of Delaware and to the jurisdiction of the United States District Court for the District of Delaware, for the purpose of any action or proceeding arising out of or relating to this Agreement and each of the parties to this Agreement irrevocably agrees that all claims in respect to such action or proceeding may be heard and determined exclusively in any Delaware state or federal court sitting in the State of Delaware. Each of the parties to this Agreement agrees that a final non-appealable judgment in any action or proceeding shall be conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by law. (b) Each of the parties to this Agreement irrevocably consents to the service of any summons and complaint and any other process in any other action or proceeding relating to the Merger, on behalf of itself or its property, by the personal delivery of copies of such process to such party to this Agreement. Nothing in this Section 8.8 shall affect the right of any party to this Agreement to serve legal process in any other manner permitted by law. 8.9. Specific Performance. The transactions contemplated by this Agreement are unique. Accordingly, each of the parties to this Agreement acknowledges and agrees that, in addition to all other remedies to which A-37 it may be entitled, each of the parties to this Agreement is entitled to the fullest extent permitted by Applicable Laws to an injunction restraining such breach, violation or default or threatened breach, violation or default and to any other equitable relief, including, without limitation, specific performance, without bond or other security being required in the event of a breach or violation of, or a default under, this Agreement, provided that such party to this Agreement is not in material default hereunder. 8.10. Assignment. Neither this Agreement nor any of the rights, interests or obligations under this Agreement shall be assigned by any of the parties to this Agreement (whether by operation of law or otherwise) without the prior written consent of the other parties to this Agreement. Subject to the preceding sentence, this Agreement shall be binding upon, inure to the benefit of and be enforceable by the parties to this Agreement and their respective successors and assigns. 8.11. Expenses. Subject to the provisions of Section 7.2, all costs and expenses incurred in connection with this Agreement and the transactions contemplated by this Agreement and thereby shall be paid by the party to this Agreement incurring such expenses. 8.12. Severability. Any term or provision of this Agreement that is invalid or unenforceable in any jurisdiction shall, as to that jurisdiction, be ineffective to the extent of such invalidity or

unenforceability without rendering invalid or unenforceable the remaining terms and provisions of this Agreement in any other jurisdiction. If any provision of this Agreement is so broad as to be unenforceable, such provision shall be interpreted to be only so broad as is enforceable. IN WITNESS WHEREOF, Cardinal, Subcorp and Syncor have signed this Agreement as of the date first written above. CARDINAL HEALTH, INC. By: /s/ ROBERT D. WALTER ---------- Name: Robert D. Walter Title: Chairman and Chief Executive MUDHEN MERGER CORP. By: /s/ ROBERT D. WALTER ---------- Name: Robert D. Walter Title: Chairman SYNCOR INTERNATIONAL CORPORATION By: /s/ ROBERT G. FUNARI ---------- Name: Robert G. Funari Title:President and Chief Executive Officer A-38 ANNEX B [Letterhead of Salomon Smith Barney Inc.] June 14, 2002 The Board of Directors Syncor International Corporation 6464 Canoga Avenue Woodland Hills, California 91367 Members of the Board: You have requested our opinion as to the fairness, from a financial point of view, to the holders of the common stock of Syncor International Corporation ("Syncor") of the Exchange Ratio (defined below) set forth in the Agreement and Plan of Merger, dated as of June 14, 2002 (the "Merger Agreement"), among Cardinal Health, Inc. ("Cardinal"), Mudhen Merger Corp., a wholly owned subsidiary of Cardinal ("Merger Sub"), and Syncor. As more fully described in the Merger Agreement, (i) Merger Sub will be merged with and into Syncor (the "Merger") and (ii) each outstanding share of the common stock, par value $0.05 per share, of Syncor ("Syncor Common Stock") will be converted into the right to receive 0.52 (the "Exchange Ratio") of a share of the common stock, without par value, of Cardinal ("Cardinal Common Shares"). In arriving at our opinion, we reviewed the Merger Agreement and certain related agreements and held discussions with certain senior officers, directors and other representatives and advisors of Syncor and certain senior officers and other representatives and advisors of Cardinal concerning the businesses, operations and prospects of Syncor and Cardinal. We examined certain publicly available business and financial information relating to Syncor and Cardinal as well as certain financial forecasts and other information and data with respect to Syncor and certain publicly available financial forecasts and other information and data with respect to Cardinal, which were provided to or otherwise discussed with us by the managements of Syncor and Cardinal, including certain information relating to the potential strategic implications and operational benefits anticipated by the management of Syncor to result from the Merger. We reviewed the financial terms of the Merger as set forth in the Merger Agreement in relation to, among other things: current and historical market prices and trading volumes of Syncor Common Stock and Cardinal Common Shares; historical and projected earnings and other operating data of Syncor and Cardinal; and the capitalization and financial condition of Syncor and Cardinal. We considered, to the extent publicly available, the financial terms of other transactions effected which we considered relevant in evaluating the Merger and analyzed certain financial, stock market and other publicly available information relating to the businesses of other companies whose operations we considered relevant in evaluating those of Syncor and Cardinal. We also evaluated the potential pro forma financial impact of the Merger on Cardinal. In addition to the foregoing, we conducted such other analyses and examinations and considered such other financial, economic and market criteria as we deemed appropriate in arriving at our opinion. In rendering our opinion, we have assumed and relied, without independent verification, upon the accuracy and completeness of all financial and other information and data publicly available or furnished to or otherwise reviewed by or discussed with us. With respect to financial forecasts and other information and data relating to Syncor provided to or otherwise discussed with us and used in our analysis, we have been advised by the management of Syncor that such financial forecasts and other information and data were reasonably prepared on bases reflecting the best currently available estimates and judgments of the management of Syncor as to the future financial performance of Syncor. With respect to publicly available financial forecasts and other information and data relating to Cardinal provided to or otherwise discussed with us and used in our analysis, we have been advised by the management of Cardinal that such forecasts and other information and data represent reasonable estimates as to the future financial performance of Cardinal. We have assumed, with your consent, that the Merger will be consummated in accordance with its terms, without waiver, modification The Board of Directors Syncor International Corporation June 14, 2002 Page 2 or amendment of any material term, condition or agreement and that, in the course of obtaining the necessary regulatory or third party approvals and consents for the Merger, no delay, limitation, restriction or condition will be imposed other than as specified in the Merger Agreement and related documents. We also have assumed, with your consent, that the Merger will be treated as a tax-free reorganization for federal income tax purposes. Our opinion, as set forth herein, relates to the relative values of Syncor and Cardinal. We are not expressing any opinion as to what the value of Cardinal Common Shares actually will be when issued in the Merger or the prices at which Cardinal Common Shares will trade

or otherwise be transferable at any time. We have not made or been provided with an independent evaluation or appraisal of the assets or liabilities (contingent or otherwise) of Syncor or Cardinal nor have we made any physical inspection of the properties or assets of Syncor or Cardinal. In connection with our engagement, and at the request of Syncor, we held preliminary discussions with selected third parties regarding the possible acquisition of Syncor. Our opinion does not address the relative merits of the Merger as compared to any alternative business strategies that might exist for Syncor or the effect of any other transaction in which Syncor might engage. Our opinion is necessarily based upon information available to us, and financial, stock market and other conditions and circumstances existing and disclosed to us, as of the date hereof. Salomon Smith Barney Inc. has acted as financial advisor to Syncor in connection with the proposed Merger and will receive a fee for such services, a significant portion of which is contingent upon the consummation of the Merger. We also will receive a fee upon delivery of this opinion. We and our affiliates in the past have provided, and currently are providing, services to Syncor unrelated to the proposed Merger, for which services we have received, and expect to receive, compensation. We and our affiliates also in the past have provided, and may in the future provide, services to Cardinal unrelated to the proposed Merger, for which services we have received, and may receive, compensation. In the ordinary course of our business, we and our affiliates may actively trade or hold the securities of Syncor and Cardinal for our own account or for the account of our customers and, accordingly, may at any time hold a long or short position in such securities. In addition, we and our affiliates (including Citigroup Inc. and its affiliates) may maintain relationships with Syncor, Cardinal and their respective affiliates. Our advisory services and the opinion expressed herein are provided for the information of the Board of Directors of Syncor in its evaluation of the proposed Merger, and our opinion is not intended to be and does not constitute a recommendation to any stockholder as to how such stockholder should vote or act on the proposed Merger or as to any other matters relating to the Merger. Based upon and subject to the foregoing, our experience as investment bankers, our work as described above and other factors we deemed relevant, we are of the opinion that, as of the date hereof, the Exchange Ratio is fair, from a financial point of view, to the holders of Syncor Common Stock. Very truly yours, /s/ SALOMON SMITH BARNEY INC. SALOMON SMITH BARNEY INC. PART II INFORMATION NOT REQUIRED IN THE PROSPECTUS ITEM 20. INDEMNIFICATION OF DIRECTORS AND OFFICERS Section 1701.13(E) of the Ohio Revised Code sets forth conditions and limitations governing the indemnification of officers, directors, and other persons. Article 6 of Cardinal Health's Code of Regulations contains certain indemnification provisions adopted pursuant to authority contained in Section 1701.13(E) of the Ohio Revised Code. Cardinal Health's Code of Regulations provides for the indemnification of its officers, directors, employees, and agents against all expenses with respect to any judgments, fines, and amounts paid in settlement, or with respect to any threatened, pending, or completed action, suit, or proceeding to which they were or are parties or are threatened to be made parties by reason of acting in such capacities, provided that it is determined, either by a majority vote of a quorum of disinterested directors of Cardinal Health or the shareholders of Cardinal Health or otherwise as provided in Section 1701.13(E) of the Ohio Revised Code, that (1) they acted in good faith and in a manner they reasonably believed to be in or not opposed to the best interest of Cardinal Health; (2) in any action, suit, or proceeding by or in the right of Cardinal Health, they were not, and have not been adjudicated to have been, negligent or guilty of misconduct in the performance of their duties to Cardinal Health; and (3) with respect to any criminal action or proceeding, that they had no reasonable cause to believe that their conduct was unlawful. Section 1701.13(E) provides that to the extent a director, officer, employee, or agent has been successful on the merits or otherwise in defense of any such action, suit, or proceeding, such individual shall be indemnified against expenses reasonably incurred in connection therewith. At present there are no material claims, actions, suits, or proceedings pending where indemnification would be required under these provisions, and Cardinal Health does not know of any such threatened claims, actions, suits, or proceedings which may result in a request for such indemnification. Cardinal Health has entered into indemnification contracts with each of its directors and executive officers. These contracts generally: (1) confirm the existing indemnity provided to them under Cardinal Health's Code of Regulations and assure that this indemnity will continue to be provided; (2) provide that if Cardinal Health does not maintain directors' and officers' liability insurance, Cardinal Health will, in effect, become a self-insurer of the coverage; (3) provide that, in addition, the directors and officers shall be indemnified to the fullest extent permitted by law against all expenses (including legal fees), judgments, fines, and settlement amounts incurred by them in any action or proceeding, on account of their service as a director, officer, employee, or agent of Cardinal Health or at the request of Cardinal Health as a director, officer, employee, trustee, fiduciary, manager, member or agent of another corporation, partnership, trust, limited

liability company, employee benefit plan or other enterprise; and (4) provide for the mandatory advancement of expenses to the executive officer or director in connection with the defense of any proceedings, provided the executive officer or director agrees to reimburse Cardinal Health for that advancement if it is ultimately determined that the executive officer or director is not entitled to indemnification for that proceeding under the agreement. Coverage under the contracts is excluded: (a) on account of conduct which is finally adjudged to be knowingly fraudulent, deliberately dishonest, or willful misconduct; or (b) if a final court of adjudication shall determine that such indemnification is not lawful; or (c) in respect of any suit in which judgment is rendered for violation of Section 16(b) of the Securities and Exchange Act of 1934, as amended, or provisions of any federal, state, or local statutory law; or (d) on account of any remuneration paid which is finally adjudged to have been in violation of law; or (e) on account of conduct occurring prior to the time the executive officer or director became an officer, director, employee, or agent of Cardinal Health or its subsidiaries (but in no event earlier than the time such entity became a subsidiary of Cardinal Health); or (f) with respect to proceedings initiated or brought voluntarily by the executive officer or director and not by way of defense, except for proceedings brought to enforce rights under the indemnification contract. Cardinal Health maintains a directors' and officers' insurance policy which insures the officers and directors of Cardinal Health from certain claims arising out of an alleged wrongful act by such persons in their respective capacities as officers and directors of Cardinal Health. II-1 ITEM 21. EXHIBITS AND FINANCIAL STATEMENT SCHEDULES (a) Exhibits. EXHIBIT NUMBER EXHIBIT DESCRIPTION ------- ---------- 2.01 Agreement and Plan of Merger, dated as of June 14, 2002, by and among Cardinal Health, Inc., Mudhen Merger Corp., and Syncor International Corporation.(1) 3.01 Amended and Restated Articles of Incorporation of the Registrant, as amended.(2) and (3) 3.02 Restated Code of Regulations, as amended.(4) 4.01 Specimen Certificate for Cardinal Common Shares.(5) 5.01 Opinion of Wachtell, Lipton, Rosen & Katz as to the legality of the Cardinal Health, Inc. common shares being issued. 8.01 Opinion of Skadden, Arps, Slate, Meagher & Flom LLP as to certain tax matters. 23.01 Consent of KPMG LLP (Syncor). 23.02 Consent of Ernst & Young LLP (Cardinal Health). 23.03 Solely due to the closure of Arthur Andersen LLP's Columbus, Ohio office, after reasonable efforts, the Registrant was unable to obtain the written consent of Arthur Andersen LLP to incorporate by reference its report dated July 21, 2001 (Cardinal Health). 23.04 Consent of PricewaterhouseCoopers LLP (Bindley). 23.05 Consent of Wachtell, Lipton, Rosen & Katz (included in Exhibit 5.01). 23.06 Consent of Skadden, Arps, Slate, Meagher & Flom LLP (included in Exhibit 8.01). 24.01 Power of Attorney (included on signature page). 99.01 Form of Proxy Card of Syncor International Corporation. 99.02 Consent of Salomon Smith Barney Inc. 99.03 Form of Support/Voting Agreement by and between Cardinal Health, Inc. and each of Messrs. Monty Fu and Robert G. Funari.(6) ---------- (1) Included as Annex A in the Prospectus/Proxy Statement included as part of this Registration Statement. (2) Included as an exhibit to the Registrant's Current Report on Form 8-K filed November 24, 1998 (File No. 1-11373) and incorporated herein by reference. (3) Included as an exhibit to the Registrant's Registration Statement on Form S-4 (File No. 333-53394) and incorporated herein by reference. (4) Included as an exhibit to the Registrant's Quarterly Report on Form 10-Q for the quarter ended September 30, 2001 (File No. 1-11373) and incorporated herein by reference. (5) Included as an exhibit to the Registrant's Annual Report on Form 10-K for the fiscal year ended June 30, 2001 (File No. 1-11373) and incorporated herein by reference. (6) Included as an exhibit to Syncor International Corporation's Current Report on Form 8-K filed June 21, 2002 (File No. 0-8640) and incorporated herein by reference. ITEM 22. UNDERTAKINGS (a) The undersigned registrant hereby undertakes that, for purposes of determining any liability under the Securities Act of 1933, each filing of the registrant's annual report pursuant to Section 13(a) or Section 15(d) of the Securities Exchange Act of 1934 that is incorporated by reference in the registration statement shall be deemed to be a new registration statement relating to the securities offered therein, and the offering of such securities at that time shall be deemed to be the initial bona fide offering thereof. (b)(1) The undersigned registrant hereby undertakes as follows: that prior to any public reoffering of the securities registered hereunder through use of a prospectus which is part of this registration statement, by any person or party who is deemed to be an underwriter within the meaning of Rule 145(c), the issuer undertakes II-2 that such reoffering prospectus will contain the information called for by the applicable registration form with respect to reofferings by persons who may be deemed underwriters, in addition to the information called for by the other items of the applicable form. (2) The registrant undertakes that every prospectus (i) that is filed pursuant to paragraph (1) immediately preceding, or (ii) that purports to meet the requirements of Section 10(a)(3) of the Securities Act and is used in connection with an offering of securities subject to Rule 415, will be filed as a part of an amendment to the registration statement and will not be used until such

amendment is effective, and that, for purposes of determining any liability under the Securities Act of 1933, each such post-effective amendment shall be deemed to be a new registration statement relating to the securities offered therein, and the offering of such securities at that time shall be deemed to be the initial bona fide offering thereof. (c) Insofar as indemnification for liabilities arising under the Securities Act of 1933 may be permitted to directors, officers and controlling persons of the registrant pursuant to the foregoing provisions or otherwise, the registrant has been advised that in the opinion of the Securities and Exchange Commission such indemnification is against public policy as expressed in the Securities Act and is, therefore, unenforceable. In the event that a claim for indemnification against such liabilities (other than the payment by the registrant of expenses incurred or paid by a director, officer or controlling person of the registrant in the successful defense of any action, suit or proceeding) is asserted by such director, officer or controlling person in connection with the securities being registered, the registrant will, unless in the opinion of its counsel the matter has been settled by controlling precedent, submit to a court of appropriate jurisdiction the question whether such indemnification by it is against public policy as expressed in the Act and will be governed by the final adjudication of such issue. (d) The undersigned registrant hereby undertakes to respond to requests for information that is incorporated by reference into the prospectus pursuant to Items 4, 10(b), 11 or 13 of this form, within one business day of receipt of such request, and to send the incorporated documents by first class mail or other equally prompt means. This includes information contained in documents filed subsequent to the effective date of the registration statement through the date of responding to the request. (e) The undersigned registrant hereby undertakes to supply by means of a post-effective amendment all information concerning a transaction, and the company being acquired involved therein, that was not the subject of and included in the registration statement when it became effective. II-3 SIGNATURES Pursuant to the requirements of the Securities Act of 1933, the Registrant certifies that it has reasonable grounds to believe that it meets all of the requirements for filing this Registration Statement on Form S-4 and has duly caused this registration statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Dublin, State of Ohio, on the 16th day of October 2002. CARDINAL HEALTH, INC. BY: /s/ ROBERT D. WALTER ---------- Robert D. Walter, Chairman and Chief Executive Officer Each of the undersigned officers and directors of Cardinal Health, Inc., an Ohio corporation (the "Company"), which proposes to file with the Securities and Exchange Commission a Registration Statement on Form S-4 or other appropriate form under the Securities Act of 1933, as amended, with respect to the merger of Mudhen Merger Corp. with and into Syncor International Corporation, and the Common Shares of the Company issuable in connection therewith, hereby constitutes and appoints Paul S. Williams, Brendan A. Ford, and Michael P. Kennedy and each of them, severally, as his/her attorney-in-fact and agent, with full power of substitution and resubstitution, in his/her name and on his/her behalf, to sign in any and all capacities such Registration Statement and any and all amendments (including pre- and post-effective amendments on Form S-4, Form S-8 or otherwise) and exhibits thereto, and any and all applications and other documents relating thereto, with full power and authority to perform and do any and all acts and things whatsoever which any such attorney or substitute may deem necessary or advisable to be performed or done in connection with any or all of the above-described matters, as fully as each of the undersigned could do if personally present and acting, hereby ratifying and approving all acts of any such attorney or substitute. This Power of Attorney has been signed in the respective capacities and on the respective dates indicated below. Pursuant to the requirements of the Securities Act of 1933, this Registration Statement has been signed by the following persons in the capacities indicated on the 16th day of October 2002. SIGNATURE TITLE --------- ----- /s/ ROBERT D. WALTER Chairman, Chief Executive Officer and ---------- Director (principal executive officer) Robert D. Walter /s/ RICHARD J. MILLER Executive Vice President, Chief Financial ---------- Officer (principal financial officer) and Richard J. Miller Principal Accounting Officer /s/ WILLIAM E. BINDLEY Director ---------- William E. Bindley /s/ DAVE BING Director ---------- Dave Bing /s/ GEORGE H. CONRADES Director ---------- George H. Conrades II-4 SIGNATURE TITLE --------- ----- /s/ JOHN F. FINN Director ---------- John F. Finn /s/ ROBERT L. GERBIG Director ---------- Robert L. Gerbig /s/ JOHN F. HAVENS Director ---------- John F. Havens /s/ J. MICHAEL LOSH Director ---------- J. Michael Losh /s/ JOHN B. MCCOY Director ---------- John B. McCoy /s/ RICHARD C. NOTEBAERT Director

---------- Richard C. Notebaert /s/ MICHAEL D. O'HALLERAN Director ---------- Michael D. O'Halleran /s/ DAVID W. RAISBECK Director ---------- David W. Raisbeck /s/ JEAN G. SPAULDING Director ---------- Jean G. Spaulding /s/ MATTHEW D. WALTER Director ---------- Matthew D. Walter II-5 EXHIBIT INDEX EXHIBIT NUMBER EXHIBIT DESCRIPTION ------- ---------- 2.01 Agreement and Plan of Merger, dated as of June 14, 2002, by and among Cardinal Health, Inc., Mudhen Merger Corp., and Syncor International Corporation.(1) 3.01 Amended and Restated Articles of Incorporation of the Registrant, as amended.(2) and (3) 3.02 Restated Code of Regulations, as amended.(4) 4.01 Specimen Certificate for Cardinal Common Shares.(5) 5.01 Opinion of Wachtell, Lipton, Rosen & Katz as to the legality of the Cardinal Health, Inc. common shares being issued. 8.01 Opinion of Skadden, Arps, Slate, Meagher & Flom LLP as to certain tax matters. 23.01 Consent of KPMG LLP (Syncor). 23.02 Consent of Ernst & Young LLP (Cardinal Health). 23.03 Solely due to the closure of Arthur Andersen LLP's Columbus, Ohio office, after reasonable efforts, the Registrant was unable to obtain the written consent of Arthur Andersen LLP to incorporate by reference its report dated July 21, 2001 (Cardinal Health). 23.04 Consent of PricewaterhouseCoopers LLP (Bindley). 23.05 Consent of Wachtell, Lipton, Rosen & Katz (included in Exhibit 5.01). 23.06 Consent of Skadden, Arps, Slate, Meagher & Flom LLP (included in Exhibit 8.01). 24.01 Power of Attorney (included on signature page). 99.01 Form of Proxy Card of Syncor International Corporation. 99.02 Consent of Salomon Smith Barney Inc. 99.03 Form of Support/Voting Agreement by and between Cardinal Health, Inc. and each of Messrs. Monty Fu and Robert G. Funari.(6) ---------- (1) Included as Annex A in the Prospectus/Proxy Statement included as part of this Registration Statement. (2) Included as an exhibit to the Registrant's Current Report on Form 8-K filed November 24, 1998 (File No. 1-11373) and incorporated herein by reference. (3) Included as an exhibit to the Registrant's Registration Statement on Form S-4 (File No. 333-53394) and incorporated herein by reference. (4) Included as an exhibit to the Registrant's Quarterly Report on Form 10-Q for the quarter ended September 30, 2001 (File No. 1-11373) and incorporated herein by reference. (5) Included as an exhibit to the Registrant's Annual Report on Form 10-K for the fiscal year ended June 30, 2001 (File No. 1-11373) and incorporated herein by reference. (6) Included as an exhibit to Syncor International Corporation's Current Report on Form 8-K filed June 21, 2002 (File No. 0-8640) and incorporated herein by reference.