

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	MERGER
EFFECTIVE DATE:	02/15/2005

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Proligo LLC		02/15/2005	LIMITED LIABILITY COMPANY:

**RECEIVING PARTY DATA**

Name:	Sigma-Aldrich Biotechnology LP
Street Address:	3050 Spruce Street
City:	St. Louis
State/Country:	MISSOURI
Postal Code:	63103
Entity Type:	LIMITED PARTNERSHIP:

**PROPERTY NUMBERS Total: 3**

Property Type	Number	Word Mark
Registration Number:	2802723	E@SY OLIGO
Registration Number:	2373699	PROLIGO
Registration Number:	2757498	TRUESNP

**CORRESPONDENCE DATA**

Fax Number: (314)286-8005  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
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 Email: kbrucato@sial.com  
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 Address Line 1: 3050 Spruce Street  
 Address Line 4: St. Louis, MISSOURI 63103

NAME OF SUBMITTER:	Jeffrey Wilson
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CH \$90.00 2802723

Signature:

/wilson/

Date:

03/20/2006

**Total Attachments: 126**

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Dated as of February 15, 2005

DEGUSSA AKTIENGESELLSCHAFT

DEGUSSA CORPORATION

SIGMA-ALDRICH CORPORATION

SIGMA-ALDRICH CHEMIE HOLDING GMBH

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PURCHASE AGREEMENT

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## PURCHASE AGREEMENT

THIS PURCHASE AGREEMENT (this *Agreement*), dated as of February 15, 2005 (the *Signing Date*), by and among SIGMA-ALDRICH CORPORATION, a Delaware corporation (the *US Purchaser*); SIGMA-ALDRICH CHEMIE HOLDING GMBH, a German limited liability company (the *German Purchaser* and, together with the US Purchaser, *Purchasers* and each, a *Purchaser*); DEGUSSA AKTIENGESELLSCHAFT, a German stock corporation (the *German Seller*); and DEGUSSA CORPORATION, an Alabama corporation (the *US Seller* and, together with the German Seller, the *Sellers* and each, a *Seller*). Purchasers and Sellers are collectively referred to herein as the *Parties*).

WHEREAS, the German Seller owns the only issued and outstanding share in Prologo International GmbH (the  *Holding Share*), a German limited liability company (*Prologo International*), and Prologo International owns the interests in the Persons listed on Section 4.5 of the Disclosure Schedule (collectively, the *International Subsidiaries*);

WHEREAS, the US Seller owns all of the issued and outstanding membership interests (the *LLC Interests*, and together with the Holding Share, the *Shares*) in Prologo, LLC, a Delaware limited liability company (*Prologo LLC*, and collectively with Prologo International and the International Subsidiaries, the *Companies* and each, a *Company*);

WHEREAS, through the Companies, the German Seller and the US Seller are engaged in the business of development, production and distribution of custom oligonucleotides and high-performance oligonucleotide synthesis reagents and nucleic acid based specialties (as conducted on the date hereof, the *Business*); and

WHEREAS, Purchasers desire to purchase the Shares from Sellers, and Sellers desire to sell the Shares to Purchasers, in each case upon the terms and subject to the conditions set forth in this Agreement.

NOW, THEREFORE, in consideration of the mutual terms, conditions and other agreements set forth herein, the Parties hereby agree as follows:

### 1. INTERPRETATION

1.1. Definitions. As used herein, the following terms have the following meanings:

*Accounts Receivable* shall have the meaning ascribed to it in Section 4.30.

*Acquisition* shall have the meaning ascribed to it in Section 2.1.

*Acquisition Agreement* shall have the meaning ascribed to it in Section 9.1(h).

*Additional Guarantees* shall have the meaning ascribed to it in Section 5.4(a).

*Adjustment Payment Date* shall have the meaning ascribed to it in Section 2.5(c).

*Affiliate* means, with respect to any Person, any other Person that controls, is controlled by or is under common control with such first Person (and for this purpose, the term *control* means the power to direct the management and policies of such Person (directly or indirectly), whether through ownership of voting securities, by Contract or otherwise (and the terms *controlling* and *controlled* have meanings correlative to the foregoing).

*Agreement* shall have the meaning ascribed to it in the preamble.

*Antitrust Filing Requirements* means filing requirements under HSR Act and international merger control provisions, as applicable.

*Applicable Law* means any statute, law, ordinance, regulation, rule, code, order (whether executive, legislative, judicial or otherwise), judgment, injunction, notice, decree or other requirement or rule of law or legal process (including common law), or any other order of, or agreement issued, promulgated or entered into by, any Governmental Entity, and includes any rule or requirement of any national securities exchange or automated quotation service.

*Arbiter* shall have the meaning ascribed to it in Section 2.5(b).

*ARD* means legislation in any European member state implementing either EU Directive 77/187 (the Acquired Rights Directive) or EU Directive 2001/232 on the approximation of the laws of the member states relating to the safeguarding of employees' rights in the event of transfers of undertakings, business or parts of undertakings or businesses, as amended, (including, in the United Kingdom, the Transfer of Undertakings (Protection of Employment) Regulations 1981 (as amended)).

*Balance Sheet Date* means December 31, 2003.

*Business* shall have the meaning ascribed to it in the recitals.

*Business Day* means any day on which banks are not required or authorized by Applicable Law to close in New York, New York.

*Capital Securities* means, as to any Person that is a corporation or a company limited by shares, the capital stock or shares of such Person, including all applicable classes and series of ordinary, common, preferred, voting and nonvoting capital stock and shares; and, as to any Person that is not a corporation, company limited by shares or an individual, the partnership, membership, equity or other like ownership interests in such Person, including the right to share in owners' interests in profits and losses and the right to receive distributions of cash and property, all with respect to such Person's enterprise as a whole (including interests such as German silent partnerships, but not including license royalties, sales commissions, obligations under confidentiality agreements or other similar business transactions), whether or not such interests include voting or similar rights entitling the holder thereof to exercise control over such Person.

*Cash* shall have the meaning ascribed to it in Section 2.2(a)(iii).

*Cash Equivalents* means, without duplication: (i) money market accounts; (ii) marketable obligations issued or unconditionally guaranteed by any national government of the United States of America, Australia, Canada, Japan, Switzerland, the United Kingdom or any member nation of the European Union having the Euro as its official currency, in each case maturing within one hundred eighty-four (184) days after the later of the date of acquisition or the issue thereof; (iii) time deposits or certificates of deposit maturing not later than four months from the later of the date of acquisition or the issue thereof, issued by any U.S.-based commercial bank or by any other internationally-recognized bank or similar financial institution; (iv) prepaid expenses relating to services to be provided following the Effective Date; and (v) any accrued and unpaid interest which are payable with respect to the amounts described in the foregoing clauses (i) through (iv) payable in accordance with the terms thereof.

*Cash Pooling Agreements* means: (i) the cash pooling agreement between the German Seller, Proligo International and Deutsche Bank Düsseldorf/Hamburg, dated April 26, 2002 (*CPA International*); (ii) the cash pooling agreement between the German Seller, Proligo Biochemie and Deutsche Bank Düsseldorf/Hamburg, dated July 6, 2001; (iii) the cash pooling agreement between the German Seller, Proligo France and BNP Paribas, Paris, dated June 29, 2000; (iv) the cash pooling agreement between the US Seller, Proligo LLC and Citibank New York, dated September 1, 2001 (*CPA USA*); and (v) the Intercompany Credit Agreement and Agreement on Interest Rate, between the German Seller and Proligo Japan, dated December 18, 2002.

*Charter Documents* means the articles or certificate of incorporation, memorandum and articles of association, by-laws, statute, constitution, joint venture agreement, shareholders agreement, limited liability company agreement, operating agreement, partnership agreement or articles or other organizational document of any Person other than an individual, each as from time to time amended or modified.

*Closing* shall have the meaning ascribed to it in Section 2.3.

*Closing Date* shall have the meaning ascribed to it in Section 2.3.

*Code* means the United States Internal Revenue Code of 1986, as amended, and the United States Treasury Regulations promulgated thereunder.

*Colorado Leases* means the lease agreement dated May 25, 2001 by and between Proligo LLC and Crestview LLC, the lease agreement dated May 25, 2001 by and between Proligo LLC and Lookout LLC and the lease agreement dated March 8, 2002 by and between Proligo LLC and Deane Investments LLC.

*Colorado Leases Assignments* shall have the meaning ascribed to it in Section 5.11.

*Colorado Subleases* shall have the meaning ascribed to it in Section 5.11.

*Companies* shall have the meaning ascribed to it in the recitals.

*Contract* means any contract, agreement, instrument, lease, license, indenture, promissory note, sales or purchase order or other obligation or commitment.

*Confidentiality Agreement* shall have the meaning ascribed to it in Section 15.2.

*Confidential Information* means any information concerning the Business that is not generally available to the public as of the date hereof.

*Customers* shall have the meaning ascribed to it in Section 4.36.

*Degussa Reporting Standards* means the Degussa IFRS Reporting Standards, dated September 26, 2003 (an English translation of which has been provided to Purchasers).

*DeMinimis Claims* shall have the meaning ascribed to it in Section 14.1(a)(i).

*Disclosure Schedule* means that certain disclosure schedule delivered by Sellers to Purchasers concurrently herewith and identified as the *Disclosure Schedule*.

*DPLA 1* means that certain domination and profit and loss pooling agreement (*Beherrschungs- und Gewinnabführungsvertrag*), dated November 15/18, 2002, by and between the German Seller and Proligo International.

*DPLA 2* means that certain domination and profit and loss pooling agreement (*Beherrschungs- und Gewinnabführungsvertrag*), dated November 15/18, 2002, by and between the German Seller and Proligo Biochemie.

*Effective Date* means 1:01 a.m. New York City Time on the first day of the calendar month during which the Closing occurs; provided that, for purposes of calculating the Purchase Price, the Effective Date shall mean 00:01 a.m. local time, in each applicable jurisdiction on the first day of the calendar month during which the Closing occurs.

*Effective Date Balance Sheet* shall have the meaning ascribed to it in Section 2.5.

*Effective Date Cash* shall have the meaning in Section 2.2(a)(iv).

*Effective Date Debt* shall have the meaning in Section 2.2(a)(ii).

*Employees* shall have the meaning ascribed to it in Section 8.4(a).

*Employee Benefit Plan* means any agreement, arrangement, plan or policy available to any employee of the Companies that involves: (i) any pension, retirement, profit sharing, deferred compensation, bonus, stock option, loan, stock purchase, phantom stock, loan or incentive plan, including any individual pension commitment made; or (ii) welfare or “fringe” benefits, including vacation, severance (i.e. contractual or unilateral obligation to pay an indemnity in case of termination of employment, except for those required by Applicable Law or by a mandatory collective bargaining agreement), disability, medical, hospitalization, dental, life and other insurance, tuition, company car, club dues, sick leave, maternity, paternity or family

leave, health care reimbursement, dependent care assistance or cafeteria plan including, with respect to any U.S. operation, any “employee benefit plan” as defined in section 3(3) of ERISA.

*Environmental Laws* shall have the meaning ascribed to it in Section 13.2(a).

*Environmental Liabilities* shall have the meaning ascribed to it in Section 13.2(b).

*Environmental Matters* shall have the meaning ascribed to it in Section 13.2(c).

*ERISA* means the U.S. Employee Retirement Income Security Act of 1974, as amended, and regulations promulgated thereunder.

*EURIBOR* means the European inter-bank offered rates for Euro deposits with interest periods of one (1) month quoted on the Moneyline Telerate Pages 248, 249 at 11.00 a.m. C.E.T.

*Existing Environmental Condition* shall have the meaning ascribed to it in Section 13.2(d).

*Financial Indebtedness* shall mean with respect to the Companies, (i) any indebtedness for borrowed money and (ii) any indebtedness arising under capitalized leases.

*Financial Statements* shall have the meaning ascribed to it in Section 4.7.

*GAAP* shall have the meaning ascribed to it in Section 4.7

*German Purchaser* shall have the meaning ascribed to it in the preamble.

*German Seller* shall have the meaning ascribed to it in the preamble.

*Governmental Entity* means any federal, state, county, local, foreign, supra-national (including the Council of the European Union) or other governmental, regulatory or administrative authority, agency, commission or other instrumentality, any court, tribunal or arbitral body with competent jurisdiction, or any national securities exchange or automated quotation service in any country.

*Guarantees* shall have the meaning ascribed to it in Section 5.4(a).

*Hazardous Materials* shall have the meaning ascribed to it in Section 13.2(e).

*Holding Share* shall have the meaning ascribed to it in the recitals.

*HSR Act* means the United States Hart-Scott-Rodino Antitrust Improvements Act of 1976, as amended.

*IFRS* means the international financial reporting standards as modified by the Degussa Reporting Standards.

*Indebtedness* means, without duplication, with respect to the Companies: (i) Financial Indebtedness, (ii) any outstanding (whether accrued or unaccrued) and unfunded: (A) incentive plans, (B) bonus schemes or (C) pension liabilities (other than German pension liabilities and payment obligations relating to the Old Age Security of Proligo Biochemie), (iii) any indebtedness for the deferred purchase price of property or related services (other than in connection with trade payables with respect to purchases of inventory or supplies or related services, all only to the extent incurred in the Ordinary Course of Business), (iv) any indebtedness for liabilities or obligations of the Companies (whether incurred by Sellers or the Companies) in connection with this Agreement and the transactions contemplated hereunder, (v) any Taxes accrued by the Company and relating solely to periods of time prior to the Effective Date and not yet paid, (vi) Intercompany balances (but not including Intercompany payables with respect to purchases of inventory or supplies or services, which are actually received by the Companies and incurred in the Ordinary Course of Business) and (vii) any accrued and unpaid interest owed with respect to indebtedness described in the foregoing clauses (i) through (vi) payable in accordance with the terms thereof.

*Indemnified Party* shall have the meaning ascribed to it in Section 11.2.

*Intellectual Property* shall have the meaning ascribed to it in Section 4.10(e).

*Intercompany* means as between (a) any of the Companies, on the one hand, and (b) any of the German Seller, US Seller and/or any Sellers' Affiliate, on the other hand.

*Interim Financial Statements* shall have the meaning ascribed to it in Section 4.7.

*International Financial Reporting Standards* means the International Financial Reporting Standards published by the International Accounting Standards Board.

*Interim Financing Facility* shall have the meaning ascribed to in Section 7.

*International Subsidiaries* shall have the meaning ascribed to it in the recitals.

*IP Agreement* shall have the meaning ascribed to it in Section 4.10(c).

*IRS* means the United States Internal Revenue Service.

*Knowledge of the Sellers* means: (i) the actual knowledge of: (A) the members of the management board of German Seller and (B) Dr. Joachim Semel, Dr. Peter Nagler, Prof. Dr. Michael Dröscher and Dr. Hans Höcker (the members of the shareholder's committee of Proligo International and Proligo LLC); (ii) the knowledge of Dr. Klaus F. Puell, Stefan Hartwig, Dr. Thomas Sauer, Dr. Bruno Poddevin: (A) which they actually have or (B) which they would have obtained after reasonable investigation; and (iii) with respect to their respective areas of responsibility in the Business, the knowledge of Dr. Bernd Sauerbrei, Dr. Andreas Wolter and Khalil Arar: (A) which they actually have or (B) which they would have obtained after reasonable investigation.

*Leased Real Property* means: (a) for purposes of Section 4.27 and Section 13, any real property interests leased by any of the Companies currently or at any time prior to the

current time and (b) for all other purposes, any real property interests currently leased by any of the Companies.

*Lien* means any mortgage, pledge, lien, encumbrance, charge or other security interest.

*LLC Interests* has the meaning ascribed to it in the recitals.

*Loss* and *Losses* shall have the meanings ascribed to them in Section 11.1.

*Material Adverse Effect* means any change or effect that is, or is reasonably likely to be, materially adverse to the financial condition, results of operations, business operations or assets of the Business, taken as a whole; provided that for the purposes of Section 9.1(a) the term *Material Adverse Effect* shall not include any change or effect to the extent resulting from:

(i) a change in Applicable Law or International Financial Reporting Standards or the interpretation thereof that applies generally to the industries in which the Companies operate;

(ii) any change, occurrence, development, event, series of events or circumstances: (A) affecting the industries in which the Companies operate, (B) affecting the general economy of any nation or region in which the Companies operate, (C) affecting national or international political conditions, including the engagement by any nation in hostilities, whether or not pursuant to the declaration of a national emergency or war, or the occurrence of any military or terrorist attack or (D) arising solely from the fact that Purchasers are a party to this Agreement, except, in the case of clauses (A), (B) and (C) above, (I) if such change or effect materially and disproportionately affects the Companies, taken as a whole, as compared to the other Persons operating in such industries, nations or regions, respectively or (II) if such change or effect relates to a party to a Material Contract that was required to be, but was not, disclosed to a Purchaser; or

(iii) any matter in respect of which an Indemnified Party's claim for indemnification under this Agreement shall have been satisfied.

*Material Assets* shall have the meaning ascribed to it in Section 5.2(b)(i).

*Material Contracts* shall have the meaning ascribed to it in Section 4.11.

*Minimum Amount* shall have the meaning ascribed to it in Section 14.1(a)(ii).

*MIT License Agreement* means the siRNA Distributor License Agreement between Massachusetts Institute of Technology and Genset SA, dated January 29, 2002.

*NLRA* shall have the meaning ascribed to it in Section 4.19(d).

*Notice of Dispute* shall have the meaning ascribed to it in Section 2.5(b).

*Old Age Security* shall have the meaning ascribed to it in Section 8.4(d).

*Order* means any injunction, directive, order, decree or other formal demand issued by any Governmental Entity having competent jurisdiction.

*Ordinary Course of Business* means the ordinary course of the Business consistent with past custom and practice.

*Outside Date* shall mean the date that is four (4) months following the Signing Date.

*Owned Real Property* means: (a) for purposes of Section 4.27 and Section 13, any real property owned by any of the Companies currently or at any time prior to current time and (b) for all other purposes, any real property currently owned by any of the Companies.

*Parties* shall have the meaning ascribed to it in the preamble.

*Permitted Lien* means (a) liens for Taxes and other governmental levies not yet due and payable as of the Closing Date or, if due, (i) not delinquent and included in the Financial Statements or (ii) being contested in good faith, through appropriate proceedings during which collection or enforcement against the property is stayed, and disclosed on Section 4.9 of the Disclosure Schedule, (b) mechanics', workmen's, repairmen's, warehousemen's, carriers' or other liens and encumbrances, including all statutory liens, arising or incurred in the Ordinary Course of Business and not incurred in connection with the borrowing of money and that do not materially affect the value or use of the respective underlying asset to which such liens or encumbrances relate, (c) liens securing rental payments under lease arrangements, (d) purchase money liens (only in connection with trade payables with respect to purchases of inventory or supplies or related services, all only to the extent incurred in the Ordinary Course of Business) (e) real estate Taxes, assessments and other governmental levies, fees or charges imposed with respect to such Real Property that are not due and payable as of the Closing Date for amounts that would not be material to the respective Real Property and (f) easements, covenants, conditions, restrictions and other similar matters of record affecting title to such Real Property approved by Purchasers.

*Person* means any individual or any corporation, limited liability company, partnership, trust, association or other entity of any kind.

*Pre-Effective Date Shareholder Loans* shall have the meaning ascribed to it in Section 6.3.

*Preliminary Purchase Price* shall have the meaning ascribed to it in Section 2.2(b).

*Proligo Biochemie* means Proligo Biochemie GmbH Hamburg, a limited liability company organized under the laws of Germany, registered with the commercial register maintained at the lower court of Hamburg under registration number HRB 17081 and having its corporate domicile in Hamburg, Germany.



*Proligo France* means Proligo France SAS, a French *société par actions simplifiée*, having its registered office in France 1 rue Robert et Sonia Delaunay 75011 Paris, registered under number 441 228 731 RCS Paris.

*Proligo International* has the meaning ascribed to it in the recitals.

*Proligo Japan* means Proligo Japan KK, a corporation organized under the laws of Japan and having its corporate domicile in Kyoto, Japan.

*Proligo LLC* has the meaning ascribed to it in the recitals.

*Proligo Singapore* means Proligo Singapore PTE LTD, a private company limited by shares, organized under the laws of Singapore, registered in the register of companies and businesses of Singapore under company number 199707176M and having its corporate domicile in Singapore.

*Purchase Price* shall have the meaning ascribed to in Section 2.2(a).

*Purchase Price Adjustment* shall have the meaning ascribed to it in Section 2.5(c)

*Purchasers* shall have the meaning ascribed to it in the preamble.

*Purchasers' Account* shall have the meaning ascribed to it in Section 2.2(e).

*Purchaser Old Age Security* shall have the meaning ascribed to it in Section 8.4(d).

*Purchasers Indemnified Parties* shall have the meaning ascribed to it in Section 11.1.

*Raylo* means Raylo Chemicals Inc.

*Real Estate Purchase Agreements* shall have the meaning ascribed to it in Section 13.5.

*Real Estate Vendor* shall have the meaning ascribed to it in Section 13.5.

*Real Property* means the Leased Real Property and the Owned Real Property.

*Real Property Leases* means the lease agreements pursuant to which the Leased Real Property is leased.

*Securities Act* means the United States Securities Act of 1933, as amended.

*Sellers* shall have the meaning ascribed to it in the preamble.

*Sellers' Affiliates* means any Affiliate of German Seller or US Seller other than any Company.

*Sellers' Dollar Account* shall have the meaning ascribed to it in Section 2.2(d).

*Sellers' Euro Account* shall have the meaning ascribed to it in Section 2.2(d).

*Seller Indemnified Parties* shall have the meaning ascribed to it in Section 11.2.

*Shares* shall have the meaning ascribed to it in the recitals.

*Signing Date* shall have the meaning ascribed to it in the preamble.

*Singapore Option Agreement 2* means the Option Agreement, dated February 21, 2002 by and between Exploit Technologies PTE LTD and Proligo International pursuant to which Proligo International has the right to acquire 26.32% of the outstanding Capital Securities of Proligo Singapore that it does not own as of the Signing Date.

*Singapore Option Exercise Completion* shall have the meaning ascribed to it in Section 5.15.

*Suppliers* shall have the meaning ascribed to it in Section 4.36.

*Tax* or *Taxes* shall mean any public charge (*Abgabe*) in the broadest sense, *i.e.*, all federal, national, state, provincial, county, local, municipal, foreign and other taxes, assessments, duties or similar charges of any kind whatsoever, including all corporate franchise, income, sales, use, *ad valorem*, receipts, value added, profits, license, withholding, payroll, employment, unemployment, excise, premium, property, customs, net worth, transfer, stamp, documentary, health, pension, retirement, disability, social security, as well as other social security charges, levies or contributions, environmental, alternative minimum, occupation, recapture, windfall or excess profits, severance, production, gains (including capital gains) and other taxes, and including all installments of such taxes (but excluding estimated taxes), interest, penalties and additions imposed with respect to such amounts.

*Tax Authority* shall mean any federal, national, state, provincial, county, local, municipal, foreign and other Government Entity exercising any taxing or Tax regulatory authority.

*Tax Benefit* shall mean the amount of any refund, set-off, credit or reduction in otherwise required Tax payments, including any interest payable thereon, as and when such refund, set-off, credit or reduction is realized; provided, however, in the case of a deduction, other than a deduction for a net operation loss subject to Section 12.9 hereof, the amount realized shall be deemed to be the present value of the deduction, as at the time the Tax Benefit is taken into account for purpose of this Agreement, determined using the highest applicable marginal Tax rate in the relevant Tax jurisdiction and discounted at 6% per annum.

*Tax Return* means any returns, notices, computations, declarations, assessments, registrations, reports, and statements relating to Taxes, including any amendment or supplement thereof, either issued by, or required to be filed with any Tax Authority.

*Third Party Claim* shall have the meaning ascribed to it in Section 14.4(a).

*Transfer Tax* shall mean any and all real property, transfer, personal property, sales and use, value added, stamp, documentary, registration and other similar Taxes and all conveyance fees, recording charges and other fees and charges (including penalties and interest).

*UK Employees* shall have the meaning ascribed to it in Section 5.12.

*US Purchaser* shall have the meaning ascribed to it in the preamble.

*US Seller* shall have the meaning ascribed to it in the preamble.

*VAT Receivables* shall have the meaning ascribed to it in Section 2.5(f).

*VAT Receivable Net Collection Amount* shall have the meaning ascribed to it in Section 2.5(f).

*Working Capital Adjustment* shall mean, (i) if the Working Capital Value exceeds the Working Capital Target, the amount of the excess of the Working Capital Value above the Working Capital Target; and (ii) if the Working Capital Value is less than the Working Capital Target, the amount by which the Working Capital Value falls short of the Working Capital Target.

*Working Capital Target* means \$14,710,000.

*Working Capital Value* means the adjusted, consolidated net working capital of the Companies as of the Effective Date, as defined and calculated in accordance with the procedure described in Exhibit 2.2, and, in any event, not including any amounts contained in Effective Date Debt or any amounts defined as Cash.

*2003 Financial Statements* shall have the meaning ascribed to it in Section 4.7.

1.2. Interpretation of this Agreement. In this Agreement:

(a) the definitions of terms herein shall apply equally to the singular and plural forms of the terms defined;

(b) whenever the context may require, any pronoun shall include the corresponding masculine, feminine and neuter forms;

(c) the words “include”, “includes” and “including” shall be deemed to be followed by the phrase “without limitation”;

(d) the word “will” shall be construed to have the same meaning and effect as the word “shall”;

(e) unless otherwise stated in this Agreement, any definition of or reference to any agreement, contract, document, instrument or other record herein shall be construed as referring to such agreement, contract, document, instrument or other record as from time to time amended, supplemented, restated or otherwise modified (i) prior to the Signing

Date, and (ii) if expressly permitted by this Agreement after the Signing Date (subject to any applicable restrictions on such amendments, supplements or modifications);

(f) any reference herein to any Person shall be construed to include such Person's successors and permitted assigns;

(g) the words "herein", "hereof" and "hereunder", and words of similar import, shall be construed to refer to this Agreement in its entirety and not to any particular provision hereof;

(h) all references herein to Sections, Exhibits and Schedules shall be construed to refer to Sections of, and Exhibits and Schedules to, this Agreement;

(i) the headings, captions and table of contents used in this Agreement are for convenience of reference only and are not to affect the construction of, or to be taken into consideration in interpreting, this Agreement;

(j) any reference in this Agreement to (A) "U.S. Dollar", "Dollar", "U.S.\$", "\$" and "USD" each means the lawful currency of the United States of America, (B) "Euro", "euro", "€" and "EUR" each means the lawful currency of the participating member states of the European Union that have adopted a single currency in accordance with the Treaty establishing the European Communities, as amended by the Treaty on European Union and (C) "Yen", "¥" and "JPY" each means the lawful currency of Japan;

(k) the sections of the Disclosure Schedule are arranged by number and letter, corresponding to the numbered and lettered Sections of the Agreement, and the inclusion of any information or items in any section of the Disclosure Schedule shall be deemed to relate to and qualify the representation or warranty set forth in the corresponding numbered and lettered Section of the Agreement, unless such section of the Disclosure Schedule contains a cross-reference to another section of the Disclosure Schedule; and

(l) amounts included as components of Effective Date Debt or Effective Date Cash hereunder shall not likewise be included as components of the Working Capital Value hereunder, nor shall amounts included as components of the Working Capital Value hereunder be included as components of Effective Date Debt or Effective Date Cash hereunder; provided that nothing in this Section 1.2(l) shall require any item to be included in the first instance as a component of any of Effective Date Debt, Effective Date Cash or the Working Capital Value hereunder.

## 2. PURCHASE AND SALE OF SHARES; PURCHASE PRICE

2.1. Purchase and Sale of the Shares. On the terms and subject to the conditions of this Agreement, at the Closing, German Seller shall sell, transfer and deliver to German Purchaser, and German Purchaser shall purchase from German Seller, the Holding Share, and US Seller shall sell, transfer and deliver to US Purchaser, and US Purchaser shall purchase from US Seller, the LLC Interests. The purchase and sale of the Shares is referred to in this Agreement as the *Acquisition*.

### 2.2. Purchase Price.

(a) The purchase price (the *Purchase Price*) for the Shares to be paid by Purchasers to Sellers shall be the sum of:

(i) a fixed amount of \$52,740,000 (fifty two million seven hundred and forty thousand U.S. Dollars);

(ii) *less* the aggregate principal amount of all Indebtedness of the Companies (calculated on a consolidated basis), including any amounts owed to the German Seller or US Seller or to any Sellers' Affiliates under any Intercompany financing arrangement (for the avoidance of doubt, excluding any amounts relating to Intercompany payables with respect to purchases of inventory or supplies or services to the extent incurred in the Ordinary Course of Business), including all interest accrued and unpaid on the Effective Date on the foregoing amounts (collectively, *Effective Date Debt*), each as existing and calculated at the Effective Date as shown on Exhibit 2.2;

(iii) *plus* the aggregate amount of cash of the Companies (including cash on hand, inbound cheques payable to any Company and received by the Effective Date (so long as they are subsequently paid)), and cash held in banks and financial institutions that is immediately available to any Company (on a consolidated basis) and Cash Equivalents held or owned by the Companies (calculated on a consolidated basis) (collectively, *Cash*), each as existing and calculated at the Effective Date as shown on Exhibit 2.2, other than (A) Cash of Proligo Singapore and Proligo Japan and (B) any payments made by German Seller to Proligo Biochemie pursuant to Section 5.18 and Section 8.4(e);

(iv) either: (A) *minus* the absolute value representing the amount by which the aggregate amount of Cash of Proligo Singapore and Proligo Japan at the Effective Date is less than \$2,800,000, or (B) *plus* the amount by which the aggregate amount of Cash of Proligo Singapore and Proligo Japan at the Effective Date exceeds \$2,800,000, but only up to a maximum added amount of \$200,000 (the sum of Section 2.2(a)(iii) and Section 2.2(a)(iv) being, collectively, *Effective Date Cash*); it being agreed that any amount by which the aggregate amount of Cash of Proligo Singapore and Proligo Japan at the Effective Date is greater than \$3,000,000 will not be included in the calculation of the Purchase Price;

(v) *plus* any Working Capital Adjustment in favor of Sellers (pursuant to clause (i) in the definition thereof), if any; and minus any Working Capital

Adjustment in favor of Purchasers (pursuant to clause (ii) in the definition thereof), if any;

(vi) *minus* any adjustment regarding the Singapore Option Exercise Completion as provided in Section 2.5(e);

(vii) *plus* any adjustment regarding the VAT Receivable Net Collection Amount as provided in Section 2.5(f); and

(viii) *plus* an amount equivalent to interest on the Preliminary Purchase Price at the rate of 6% per annum, from the Effective Date to the Closing Date.

Exhibit 2.2 contains, in addition to required procedures, rules and other provisions, a calculation for purposes of illustration of the Purchase Price as per December 31, 2004, including detailed line items showing each of the above elements of Purchase Price in Section 2.2(a)(i) through (viii) above and an estimate of the Working Capital Value.

(b) Five (5) Business Days prior to the Closing Date, Sellers shall deliver to Purchasers a good faith calculation of a preliminary Purchase Price based on the Companies' current financial position and the status of the Singapore Option Exercise Completion (it being understood that, to the extent the Singapore Option Exercise Completion shall not have been effected, then the preliminary Purchase Price shall be reduced by \$600,000.00), which calculation shall be reviewed by Purchasers and, to the extent agreed upon by Purchasers in good faith, shall be consented to by Purchasers within three (3) Business Days of delivery, and upon consent such calculation shall become the preliminary Purchase Price (the *Preliminary Purchase Price*). In the event that the Parties cannot agree on such calculation, the Preliminary Purchase Price shall equal \$51,000,000.

(c) The Purchase Price, consisting of the Preliminary Purchase Price as adjusted by the Purchase Price Adjustment, shall be allocated in accordance with a valuation of the Companies as of the Closing Date to be completed by Deloitte Touche Tohmatsu within 45 days following the date on which the Purchase Price is finally determined in accordance with Section 2.5 and notified to Deloitte Touche Tohmatsu, which valuation shall be performed in accordance with the methodology used by Deloitte Touche Tohmatsu in preparation of the preliminary report as set out on Exhibit 2.2, unless otherwise mutually agreed by the Parties. In addition, US Seller and US Purchaser hereby undertake and agree to file timely any information that may be required to be filed pursuant to Treasury Regulations or other rulings or authority promulgated under Sections 1060(b) and 1060(e) of the Code and to cooperate with respect to such filing. Neither Sellers, Purchasers nor any of their respective Affiliates shall file any Tax Return or other document or otherwise take any position or agree to take any position which is inconsistent with the allocation (including any revision under Section 2.5(d)) determined pursuant to this Section 2.2(c) and Exhibit 2.2.

(d) All payments owed by Purchasers to Sellers under this Agreement shall be paid by Purchasers by wire transfer of immediately available funds: (i) if any such payment is to be made in Euro, to German Seller's bank account kept with Deutsche Bank AG, Düsseldorf, sort code (*Bankleitzahl*) 300 700 10, SWIFT Code DEUTDEDD, account number

3941820 01 (*Sellers' Euro Account*) and (ii) if any such payment is to be made in U.S. Dollars, to the bank account of Degussa Bank GmbH kept with JPMorgan Chase Bank, New York, SWIFT Code CHASUS33 by stating Degussa Bank's SWIFT Code DEGUDEFF for further credit to the account of German Seller kept with Degussa Bank GmbH, Frankfurt (*Sellers' Dollar Account*).

(e) All payments owed by Sellers to Purchasers under this Agreement shall be paid by Sellers by wire transfer in immediately available funds to account(s) designated by Purchasers (*Purchasers' Account*).

2.3. Closing. Unless otherwise mutually agreed by the Parties, the closing of the Acquisition and the other transactions contemplated hereby (the *Closing*) shall take place at the offices of Freshfields Bruckhaus Deringer LLP, 520 Madison Avenue, New York, NY 10022, at 10:00 am on the first day following March 31, 2005 that is both (i) a Business Day and (ii) a day on which banks are not required or authorized by Applicable Law to close in each of Germany and Switzerland, or at such other place, time or date as shall be agreed between Sellers and Purchasers, subject to the following limitations: (a) the Closing shall not occur earlier than on the fifth Business Day following the satisfaction, or to the extent permitted, written waiver of the conditions set forth in Section 9, and (b) the Closing shall not occur between the 16<sup>th</sup> and last day of any month, inclusive of such dates. The date on which the Closing occurs is referred to in the Agreement as the *Closing Date*.

#### 2.4. Transactions To Be Effected at the Closing.

(a) At the Closing: (i) US Seller shall deliver to Purchasers certificates representing the LLC Interests, duly endorsed in blank; (ii) German Seller and German Purchaser shall execute before a notary public selected by Purchasers, the Acquisition Agreement relating to the Holding Share in the form of Exhibit 9.1(h); and (iii) Sellers shall deliver to Purchasers the items to be delivered as a condition of Closing pursuant to Section 9.1 hereof.

(b) Purchasers shall at the Closing: (i) deliver to Sellers the Preliminary Purchase Price, by wire transfer of immediately available funds, to Sellers' Dollar Account, (ii) deliver evidence to Sellers (satisfactory to Sellers) that (A) either (I) the Guarantees and the Additional Guarantees have been replaced pursuant to Section 5.4 or (II) that an unconditional, irrevocable bank guarantee or an irrevocable letter of credit has been provided pursuant to Section 5.4, (iii) pay the Sellers (or cause the Sellers to be paid) the amounts owing for (A) any Pre-Effective Date Shareholder Loans and (B) any Interim Financing Facility and (iv) deliver to Sellers the items to be delivered as a condition of Closing pursuant to Section 9.2 hereof.

(c) For the avoidance of doubt, the delivery and transfer of the Shares, the payment of the Preliminary Purchase Price and the fulfillment of all other actions set forth in Section 2.4(a) and Section 2.4(b)(i) shall occur simultaneously.

## 2.5. Post-Closing Adjustments.

(a) As soon as reasonably practicable following the Closing Date, and in any event no later than sixty (60) days thereafter, Sellers shall cause to be prepared and delivered to Purchasers a *pro forma* consolidated statement of the current assets and current liabilities of the Companies as of the Effective Date, prepared in accordance with IFRS (applied on a basis consistent with past practice) and the applicable provisions of this Agreement (the *Effective Date Balance Sheet*). Such Effective Date Balance Sheet shall be accompanied by a statement calculating the Working Capital Value, the Effective Date Debt, the Effective Date Cash (separately indicating the Effective Date Cash of Proligo Singapore and of Proligo Japan), a calculation of the Working Capital Adjustment as of the Effective Date based on such Working Capital Value, a statement regarding the status of the Singapore Option Exercise Completion and a calculation of the Purchase Price Adjustment resulting therefrom, all prepared in accordance with the procedures set forth on Exhibit 2.2. Sellers shall permit Purchasers and/or their designees to review promptly upon request all records and work papers necessary to allow them to review the Effective Date Balance Sheet and such calculations, and to take copies of such records; provided that access to any such records or work papers prepared by auditors shall only be granted with such auditor's consent, and shall be conditioned upon Purchasers agreeing to keep confidential all such information provided in connection therewith and Purchasers agreeing to a "hold harmless" or "non-reliance" agreement in favor of such auditor (in each case, in a form reasonably required by such auditor).

(b) If Purchasers desire to dispute the Working Capital Adjustment, the Effective Date Debt, the Effective Date Cash as calculated by Sellers, or the status of the Singapore Option Exercise Completion and the Purchase Price Adjustment resulting therefrom, Purchasers shall, not more than thirty (30) days after the date Purchasers receive Sellers' proposal thereof, deliver to Sellers a notice of dispute detailing the specific items in dispute, and also including, with reasonable specificity, the facts and reasons (including providing copies of relevant supporting documents and other evidence as reasonably appropriate) underlying the basis for such dispute and the scope of such dispute (*Notice of Dispute*). Upon timely receipt of the Notice of Dispute, Purchasers and Sellers shall promptly consult with each other with respect to the specified points of disagreement in an effort to resolve the dispute. If any such dispute concerning issues other than the Singapore Option Exercise Completion cannot be resolved by Purchasers and Sellers within thirty (30) days after Sellers have timely received the Notice of Dispute, Purchasers and Sellers shall jointly refer such dispute to the New York, NY office of Deloitte Touche Tohmatsu (the *Arbiter*), as an arbitrator to finally resolve, as soon as practicable, and in any event within forty-five (45) days after such reference, all points of such disagreement with respect to the amount of the Working Capital Adjustment, the Effective Date Debt and the Effective Date Cash. For purposes of such arbitration, Purchasers and Sellers shall each submit a proposed value for each item in dispute. The Arbiter shall apply the terms of this Section 2.5 and of this Agreement, and shall otherwise conduct the arbitration under such procedures as the Parties may agree or, failing such agreement, under the Rules of the American Arbitration Association in force at the date of the request for arbitration, which Rules are (for this purpose) deemed to be incorporated by reference into this Section 2.5(b). The fees and expenses of the Arbiter, Sellers and Purchasers shall be allocated between Purchasers and Sellers by the Arbiter in proportion to the extent either of such Parties did not prevail on items in dispute; provided that such fees and expenses shall not include, so long as a Party complies with



the procedures of this Section, the other Party's outside counsel or accounting fees. All determinations by the Arbiter shall be final, conclusive and binding on Purchasers and Sellers with respect to the Working Capital Adjustment, the Effective Date Debt and the Effective Date Cash, in the absence of fraud or manifest error. If and to the extent Purchasers do not submit a Notice of Dispute within the time periods set forth herein, the Working Capital Adjustment, the Effective Date Debt and the Effective Date Cash, as well as any resulting Purchase Price Adjustment as calculated by Sellers shall be final and binding on the Parties, and shall be paid in accordance with Section 2.5(c). If Purchasers and Sellers cannot resolve any dispute regarding the Singapore Option Exercise Completion, such dispute shall be resolved pursuant to Section 16.7(b).

(c) The difference between (i) the Preliminary Purchase Price and (ii) the result of the calculations set forth in Section 2.2(a) all as finally determined in accordance with this Section 2.5, is referred to in this Agreement as the *Purchase Price Adjustment*. Subject to Section 2.5(e), any Purchase Price Adjustment owed by Purchasers shall be paid by Purchasers, or owed by Sellers shall be paid by Sellers, by wire transfer of immediately available funds to the respective account or accounts indicated in Section 2.2 no later than ten (10) Business Days after the Purchase Price Adjustment becomes final and binding upon the Parties in accordance with this Agreement (the *Adjustment Payment Date*).

(d) Any Purchase Price Adjustment payable pursuant to this Section 2.5 shall be treated as an adjustment to the Purchase Price for Tax purposes, and Exhibit 2.2 shall be adjusted as soon as reasonably practicable after the Adjustment Payment Date in order to reflect the final allocation of the Purchase Price after determination of the Purchase Price Adjustment, all as provided in Section 2.2(c).

(e) In the event that Sellers shall not have effected the Singapore Option Exercise Completion on or before the payment of the Purchase Price Adjustment, the Parties agree that (i) the Purchase Price Adjustment shall be reduced by \$600,000, and (ii) within five (5) Business Days of Sellers' demonstration to Purchasers that the Singapore Option Exercise Completion has been effected (so long as such demonstration takes place no later than one (1) year following the Effective Date), Purchasers shall pay to Sellers the sum of \$600,000 by wire transfer of immediately available funds to the respective account or accounts indicated in Section 2.2. For the avoidance of doubt, no interest shall be paid on such amount.

(f) The Companies will own certain accounts receivable reflecting value-added-Tax and consumption Tax refunds owed to them by Governmental Entities and based on related Tax Returns which will have been filed as of the Effective Date, all of a kind and up to the amounts as set forth on the attached Exhibit 2.2 (the *VAT Receivables*). To the extent the VAT Receivables are paid to the respective Companies on or before the one-year anniversary of the Effective Date, then 75% of the net amount collected by the Companies on the VAT Receivables, after deduction of any third-party costs of collection incurred after the Effective Date (such 75% of the net amount collected by such date, *VAT Receivable Net Collection Amount*), will be paid by Purchasers to Sellers as part of the Purchase Price. Such payment will be made by Purchasers to Sellers within fifteen (15) Business Days after the end of the calendar month in which such payment on any VAT Receivable is received by the Companies. For the avoidance of doubt, no interest shall be paid on such amounts; provided

that it is understood that interest, if refunded by Governmental Entities, will become part of the VAT Receivable Net Collection Amount.

### 3. REPRESENTATIONS AND WARRANTIES CONCERNING THE TRANSACTION

3.1. Sellers' Representations and Warranties. Sellers jointly and severally represent and warrant to Purchasers as of the Signing Date and as of the Closing Date as follows:

(a) Organization of Sellers. The German Seller is duly organized and validly existing under the Applicable Laws of Germany. The US Seller is a corporation duly incorporated, validly existing and in good standing under the Applicable Laws of the State of Alabama.

(b) Authorization of Transaction. Each Seller has the power and authority to execute and deliver this Agreement and to perform its respective obligations hereunder. Each Seller has duly authorized the execution and delivery of this Agreement and performance of such Seller's obligations hereunder. This Agreement has been duly executed and delivered by each Seller and constitutes the valid and legally binding obligation of each Seller, enforceable against such Seller in accordance with its terms and conditions, except to the extent that such enforceability may be limited by applicable bankruptcy, insolvency, reorganization or other similar laws affecting the enforcement of creditors' rights generally, and by principles of equity regarding the availability of remedies (whether in a proceeding at law or in equity).

(c) Non-contravention. Neither Seller is a party to, subject to or bound by any Contract, Applicable Law or Order which would (i) conflict with or be breached or violated, or the obligations thereunder accelerated or increased (whether or not with notice of lapse of time or both), by the execution, delivery or performance by Sellers of this Agreement, or (ii) prevent the carrying out of the transactions contemplated hereby. Neither the execution and delivery of this Agreement, nor the consummation of the transactions contemplated hereby, will violate any provision of such Seller's Charter Documents.

(d) No Approvals.

(i) Except as set forth on Section 3.1(d)(i) of the Disclosure Schedule and except as may be required solely by reason of Purchasers' (as opposed to any other Person's) participation in the Acquisition, Sellers need not give any notice to, make any filing with, or obtain any authorization, consent or approval of any Governmental Entity in order to consummate the transactions contemplated by this Agreement.

(ii) Neither Seller is required by Contract, Applicable Law or Order to deliver any notice to or obtain any consent, waiver, approval or authorization from any Person that is not a Governmental Entity in connection with the execution and delivery of this Agreement and the consummation of the transactions contemplated hereby, except as set forth on Section 3.1(d)(ii) of the Disclosure Schedule.

(e) Shares. German Seller has good and valid title to the Holding Share, free and clear of all Liens. US Seller is the sole member of Prologo LLC, and has good and valid title to the LLC Interests, free and clear of all Liens. Neither Seller is party to any option, warrant, purchase right or other contract or commitment (other than this Agreement) that could require such Seller to sell, transfer or otherwise dispose of any Capital Securities of the Companies.

(f) Broker Fees. Neither Seller has any liability or obligation to pay any fees or commissions (or make any similar payment) to any broker, finder, agent or other Person with respect to the Acquisition or other transactions contemplated by this Agreement.

(g) Prior Acquisition Rights. Other than the Shares, Sellers and Sellers' Affiliates hold no rights which they acquired in connection with the prior acquisition of any of the Companies or their predecessors or assets as a whole.

3.2. Purchasers' Representations and Warranties. Purchasers jointly and severally represent and warrant to each Seller as of the Signing Date and as of the Closing as follows:

(a) Organization of Purchasers. The German Purchaser is duly organized and validly existing under the Applicable Laws of Germany. The US Purchaser is a corporation duly incorporated, validly existing and in good standing under the Applicable Laws of the State of Delaware.

(b) Authorization of Transaction. Each Purchaser has full power and authority to execute and deliver this Agreement and to perform its obligations hereunder. Each Purchaser has duly authorized the execution and delivery of this Agreement and the performance of such Purchaser's obligations hereunder. This Agreement has been duly executed and delivered by each Purchaser and constitutes the valid and legally binding obligation of each Purchaser, enforceable against such Purchaser in accordance with its terms and conditions, except to the extent that such enforceability may be limited by applicable bankruptcy, insolvency, reorganization or other similar laws affecting the enforcement of creditors' rights generally, and by principles of equity regarding the availability of remedies (whether in a proceeding at law or in equity).

(c) Non-contravention. Neither the execution and delivery of this Agreement, nor the consummation of the transactions contemplated hereby, will violate any Applicable Law to which Purchasers are subject, any Contract or Order to which any Purchaser is a party or subject, or by which any Purchaser is bound, or any provision of any Charter Documents of Purchasers, other than, in respect of violations of Applicable Law, such violations that would not reasonably be expected to materially and adversely affect the ability of Purchasers to consummate the Acquisition and the other transactions contemplated hereby.

(d) No Approvals. Except for the merger approvals required in Germany in connection with Antitrust Filing Requirements, and except as may be required solely by reason of Sellers' (as opposed to any other Person's) participation in the Acquisition (i) Purchasers need not give any notice to, make any filing with, or obtain any authorization,

consent or approval of any Governmental Entity in order to consummate the transactions contemplated by this Agreement and (ii) neither Purchaser is required by Contract, Applicable Law or Order to deliver any notice to or obtain any consent, waiver, approval or authorization from any Person that is not a Governmental Entity in connection with the execution and delivery of this Agreement and the consummation of the transactions contemplated hereby.

(e) **Broker Fees.** Neither Purchaser has any liability or obligation to pay any fees or commissions (or make any similar payment) to any broker, finder, agent or other Person with respect to the Acquisition or other transactions contemplated by this Agreement.

(f) **Investment; Information and Risk.** Purchasers are not acquiring the Shares with a view to, or for sale in connection with, any distribution thereof within the meaning of the Securities Act. Purchasers have requested, received, reviewed and considered all information that Purchasers deem relevant in making an informed decision to purchase the Shares and each has had an opportunity to discuss the Business, the Companies' management and financial affairs with Sellers, and has had an opportunity to ask questions of the officers of Sellers and the Companies and such questions were answered to Purchasers' satisfaction. Purchasers recognize that an investment in the Shares involves a high degree of risk, including a risk of total loss of Purchasers' investment. Purchasers are able to bear the economic risk of holding the Shares for an indefinite period, and each has knowledge and experience in financial and business matters such that it is capable of evaluating the risks of the investment in the Shares. Neither Purchaser has, in connection with its decision to purchase the Shares, relied upon any representations, guarantees or other information (whether oral or written), other than as set forth in this Agreement, and neither Purchaser has, with respect to any matters relating to this Agreement and the purchase of the Shares, relied upon the advice of Sellers or Sellers' advisers.

(g) **Availability of Funds.** Purchasers have cash available in sufficient amounts to enable it to consummate the Acquisition.

(h) **Litigation.** Neither Purchaser is a party to any pending action, suit, proceeding, hearing or investigation of, in, or before any Governmental Entity, and, to the knowledge of the Purchasers (it being agreed that for the purposes of this provision, the knowledge of the Purchasers shall include the actual and constructive (giving effect to due inquiry, whether or not conducted in fact) knowledge of each such Person), no such action, suit, proceeding, hearing or investigation is threatened, that could reasonably be expected to materially and adversely affect the ability of Purchasers to consummate the Acquisition and the other transactions contemplated hereby.

**4. REPRESENTATIONS AND WARRANTIES CONCERNING THE COMPANIES.** Sellers jointly and severally represent and warrant to Purchasers as of the Signing Date and as of the Closing Date as follows:

4.1. **Organization, Qualification and Corporate Power.** Each of the Companies (i) is duly organized, incorporated or formed (as applicable), validly existing and, to the extent such concept exists in the relevant jurisdiction where such Company is incorporated, in good standing under the laws of the jurisdiction of its organization, incorporation or formation

(as set forth on Section 4.1 of the Disclosure Schedule); (ii) except where the failure would not constitute a Material Adverse Effect, is authorized to conduct business where such qualification is required; and (iii) has the requisite power and authority to own and operate its properties and assets and to carry out its business as presently conducted. Sellers have delivered to Purchasers a complete and correct copy of the current Charter Documents of each Company, which, in the form so delivered, are in full force and effect, and have not been amended from the date of delivery.

4.2. Non-contravention. Except as set forth on Section 4.2 of the Disclosure Schedule, none of the Companies is a party to, subject to or bound by any Contract, Applicable Law or Order which would (i) be breached or violated or the obligations thereunder accelerated or increased (whether or not with notice or lapse of time or both) or with respect to Contracts, give rise to a rightful termination by a counterparty thereto by the execution, delivery or performance by Sellers of this Agreement (including the U.S. Worker Adjustment and Retraining Notification Act of 1988 and the (U.K.) Trade Union and Labor Relations (Consolidation) Act 1992) or (ii) prevent the carrying out of the transactions contemplated hereby. Except as set forth on Section 4.2 of the Disclosure Schedule, neither the execution and delivery of this Agreement does, nor the consummation of the transactions contemplated hereby will, violate any provision of any Company's Charter Documents.

4.3. No Approvals.

(a) No notices, reports or other filings (other than reports of shareholdings with commercial registers or filings with secretaries of state or similar Governmental Entities) are required to be made by any of the Companies with, nor are any material consents, registrations, approvals, permits or authorizations required to be obtained by any of the Companies from, any Governmental Entity in connection with the execution and delivery of this Agreement or the consummation of the transactions contemplated hereby, except as set forth on Section 4.3(a) of the Disclosure Schedule.

(b) None of the Companies is required to deliver any notice to or obtain any consent, waiver, approval or authorization from any third party (that is not a Governmental Entity) in connection with the execution and delivery of this Agreement and the consummation of the transactions contemplated hereby, except as set forth on Section 4.3(b) of the Disclosure Schedule.

4.4. Capitalization. The Holding Share constitutes all of the issued and outstanding equity securities of Prologo International and the LLC Interests constitute all of the issued and outstanding equity securities of Prologo LLC. The Shares have been duly authorized and are validly issued, and, with respect to the Holding Share, are fully paid and non-assessable. The Holding Share and the LLC Interests are free from any Liens and rights of third parties and are in each case 100% held of record by the German Seller and the US Seller, respectively.

4.5. International Subsidiaries. Section 4.5 of the Disclosure Schedule sets forth for each International Subsidiary: its name and jurisdiction of organization, incorporation or formation (as applicable), the amount of its authorized Capital Securities, the amount of its outstanding Capital Securities and the names of the record and beneficial holders thereof (and the

amount thereof held by such Person). As of the Closing Date, Proligo International owns the Capital Securities set forth on Section 4.5 of the Disclosure Schedule for each International Subsidiary, which constitute all of the issued and outstanding Capital Securities of each International Subsidiary, free and clear of all Liens. Except as set forth on Section 4.5 of the Disclosure Schedule, there are no outstanding securities convertible into, or exchangeable for, or carrying the right to acquire any Capital Securities of each International Subsidiary, and, except as contemplated hereby, there are no outstanding options, warrants, or other Contracts that relate to or require the issuance, sale or disposition of any Capital Securities of each International Subsidiary. Except for the ownership interests in the International Subsidiaries set forth on Section 4.5 of the Disclosure Schedule, none of the Companies, directly or indirectly, owns any Capital Securities of any Person. No Company has any liability in respect of any former subsidiary of the Companies whether disposed of by sale or dissolution. All the assets and contracts of Genset SA pertaining to its business of research, development, production and supply of oligonucleotides, such assets and contracts defined in scope for this purpose by the Purchase and Sale Agreement, by and between Genset S.A. and Proligo International (among others), dated February 21, 2002, have been validly transferred to Proligo France or Proligo LLC, respectively, and all approvals, notices, filings and other formalities relating to such transfer have been validly completed or obtained.

4.6. Proligo Singapore. As of the Signing Date, Proligo International owns 73.7% of the issued and outstanding Capital Securities of Proligo Singapore and will, on or prior to the end of the one-year period contemplated by Section 2.5(e), own 100% of such issued and outstanding Capital Securities.

4.7. Financial Statements. Prior to the Signing Date, Sellers have provided to Purchasers annual financial information for each Company (subdivided into business lines) as of December 31, 2003 (the *2003 Financial Statements*) audited or reviewed as indicated on Section 4.7 of the Disclosure Schedule, and financial information for the nine months starting from the Balance Sheet Date through September 30, 2004 and financial information for the year ended December 31, 2004, such financial information prepared for internal reporting purposes within the Degussa group (the *Interim Financial Statements*, and together with the 2003 Financial Statements, the *Financial Statements*). Copies of the Financial Statements are attached hereto on Section 4.7 of the Disclosure Schedule. The 2003 Financial Statements have been prepared in accordance with generally accepted accounting principles applicable in the United States (GAAP) as interpreted by the Degussa reporting standards relating to US GAAP dated November 25, 2002, as delivered by Sellers to Purchasers, applied on a basis consistent with past practice and except as set forth on Section 4.7 of the Disclosure Schedule, as of the date for which they speak, present fairly in all material respects the financial situation and results of operations for the period reflected thereon. The Interim Financial Statements have been prepared in accordance with IFRS, and to the extent IFRS permits alternative applications, applied on a basis consistent with past practice. To the Knowledge of the Sellers, as of the date for which they speak, the Interim Financial Statements do not contain any material misstatements, except for misstatements that would not be reasonably expected to violate the materiality thresholds made applicable pursuant to the Degussa Reporting Standards.

#### 4.8. Tangible Assets.

(a) Except as set forth on Section 4.8(a) of the Disclosure Schedule, each of the Companies has good and marketable title to, or a valid leasehold interest in, and the sole and exclusive right to use, all of the tangible assets which are currently in use and are necessary to the carrying out of the Business as a whole, in substantially the same manner as conducted at the Signing Date, free and clear of all Liens, other than Permitted Liens.

(b) Except as set forth on Section 4.8(b) of the Disclosure Schedule, all material items of machinery, equipment, and other tangible assets used in the operation of the Business as currently conducted by the Companies (i) are in working condition (subject to ordinary wear and tear) and have been maintained in the Ordinary Course of Business and (ii) are adequate and fit to be used for the purposes for which, and in the manner that, they are currently used.

4.9. Tax Matters. Except as set forth on Section 4.9 of the Disclosure Schedule:

(a) each of the Companies has filed, or caused to be filed, on a timely basis, all Tax Returns required to be filed, and to the Knowledge of the Sellers, all such Tax Returns are correct and complete in all material respects;

(b) no position or adjustment has been, or to the Knowledge of the Sellers, is likely to be, asserted or proposed in writing by any Tax Authority and there are no pending or threatened actions or proceedings for the assessment or collection of Taxes against any of the Companies (in particular against Proligo France since its formation), which, if asserted by such Tax Authority after the date of this Agreement, would constitute a Material Adverse Effect;

(c) all Taxes shown as due by each of the Companies on any Tax Return or on any Tax assessment notice have been timely paid;

(d) each of the Companies has timely and properly withheld and paid all Taxes required to have been withheld and paid in connection with any amounts paid or owing to any employee, independent contractor, creditor, shareholder or other third party, including, but not limited to, amounts required to be withheld under Sections 1441 and 1442 of the Code, or any similar provision under Applicable Law;

(e) there are no Liens for Taxes (other than Liens for current Taxes not yet due and payable) upon any assets of the Companies;

(f) each of the Companies has filed or caused to be filed with the appropriate Governmental Entity all unclaimed property reports required to be filed and has remitted to the appropriate Governmental Entity all unclaimed property required to be remitted;

(g) none of the Companies is a party to or bound by any Tax indemnity, Tax funding, Tax sharing or Tax allocation agreement or arrangement except for DPLA 1 and DPLA 2 that were terminated effective as of December 31, 2004. DPLA 1 has at

all times been performed in accordance with its terms and will be recognized and accepted for all Tax purposes as declared in the Tax Returns; DPLA 2 has been recognized by the Tax Authorities prior to the Signing Date, but the tax authorities will probably reject its recognition with retroactive effect in its entirety due to the formal invalidity of the DPLA2. The termination of the DPLAs has been registered with the competent commercial registers;

(h) none of Proligo International or the International Subsidiaries is part of a consolidated group for tax purposes or a group taxed on a unitary basis;

(i) no Tax audits or administrative or judicial Tax proceedings are pending or being conducted with respect to any of the Companies;

(j) no claim has been made in writing, or to the Knowledge of the Sellers, is expected to be made, by a Tax Authority in a jurisdiction where any of the Companies does not file Tax Returns that it is or may be subject to Tax in that jurisdiction and none of the Companies has received from any Tax Authority (including jurisdictions where they have not filed a Tax Return) any (i) written notice indicating an intent to open an audit or other review or (ii) written request for information related to Tax matters;

(k) none of the Companies is, and or has been, a United States real property holding company within the meaning of Section 897(c)(2) of the Code during the applicable period specified in section 897(c)(1)(A)(ii) of the Code or a real estate company (“société à prépondérance immobilière”) within the meaning of sections 244 bis A of the French Tax Code and section 171 ter A of Schedule II to the French Tax Code;

(l) there are no outstanding closing agreements, advance pricing agreements, rulings or requests for rulings or similar filings with any Governmental Entity addressed to any of the Companies that are, or if issued would be, binding on such Company;

(m) at all times since its formation Proligo LLC has been treated for U.S. federal and state income Tax purposes as an entity that is disregarded as separate from its owner;

(n) none of the Companies 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; and

(o) the Sellers and the Companies keep books of accounts in all material respects as required by Applicable Law; the Companies have sufficient records relating to past events during all times prior to Closing to calculate the Tax liability or relief that would arise on any disposal or realization of any material asset owned by any of the Companies; the Companies have sufficiently documented, in particular, transactions with related enterprises in Tax periods ending on or before the Effective Date.

#### 4.10. Intellectual Property.

(a) Section 4.10(a)(i) of the Disclosure Schedule contains a true, complete and accurate list of all patents, invention disclosures, trademarks, service marks, trade



names, domain names, corporate names and all registrations thereof and applications therefor, registered copyrights and applications therefor, and, as applicable, all derivatives, divisions, continuations, continuations-in-part, extensions, reissues and renewals for all of the foregoing, in each case, that are owned by or licensed to any of the Companies or, with respect to the Business, to either of Sellers. Section 4.10(a)(ii) of the Disclosure Schedule contains a complete listing of all agreements to which any of the Companies or either Seller is a party and which are currently in force, the subject matter of which is Intellectual Property owned by or licensed to any of the Companies with respect to the Business, including agreements containing licenses, sublicenses and assignments, or other transfers of rights, under which, in the case of assignments and other transfers of rights, the assignment or transfer has not yet been consummated, between any of the Companies and third parties or between Sellers and any of the Companies, but excluding shrink wrap software licenses and other licenses that are generally commercially available. Section 4.10(a)(i) of the Disclosure Schedule and Section 4.10(a)(ii) of the Disclosure Schedule accurately identify, where and to the extent applicable, the following for each such Contract or item of Intellectual Property: registration number or application number, applicant or owners, assignor, assignee, filing date or issue date, country of origin, licensor, licensee, license date and subject matter. Except as set forth on Section 4.10(a)(iii) of the Disclosure Schedule, all Intellectual Property registered in the name of any of the Companies or for which an application in the name of any of the Companies is currently pending, is currently in compliance with formal legal requirements (including payment of filing, examination and maintenance fees and proofs of use).

(b) Except as set forth on Section 4.10(b) of the Disclosure Schedule, all Intellectual Property that is currently used and necessary for the Business is owned by the Companies or is licensed to the Companies by Persons other than either Seller. Other than as set forth on Section 4.10(b) of the Disclosure Schedule, each Company has good and marketable title to, or a license and the right to use, all of the Intellectual Property currently in use and necessary for the Business in substantially the same manner as conducted at the Signing Date, or which any Company owns or licenses and, although not currently in use, presently is intending to use in the future, free and clear of all Liens, subject, however, with respect to Intellectual Property that is licensed to or by the Company, to the terms of the respective license agreements identified on Section 4.10(a)(ii) of the Disclosure Schedules. Except as set forth on Section 4.10(b) of the Disclosure Schedule, (i) there are no obligations to, covenants to or restrictions from third parties affecting any Company's use, enforcement, transfer or licensing of the Intellectual Property owned by or licensed to any Company, subject, however, to the terms of the respective license agreements identified on Section 4.10(a)(ii) of the Disclosure Schedules; (ii) all Intellectual Property owned by any Company is valid and enforceable; (iii) each Company has taken all actions reasonably necessary to maintain and protect all Intellectual Property that is owned by it and no loss of such Intellectual Property is pending or has been threatened in writing or, to the Knowledge of the Sellers, since January 1, 2004, orally threatened in a manner reasonably expected to be taken seriously, to any of the Sellers or the Companies; (iv) there is no claim pending or threatened in writing or, to the Knowledge of the Sellers, orally threatened in a manner reasonably expected to be taken seriously, by or against either Seller or any Company asserting the invalidity, misuse or unenforceability of any item of Intellectual Property currently used and necessary for the Business in substantially the same manner as conducted at the Signing Date, or which any Company owns or licenses and, although not currently in use, presently is intending to use in the future, or challenging either

Seller's or any Company's right to use or ownership of any item of such Intellectual Property, and to the Knowledge of the Sellers, there are no grounds for any such claim or challenge; (v) to the Knowledge of the Sellers, there is not and has not been since January 1, 2000, any material infringement, misappropriation or other violation of any Intellectual Property owned by or licensed to any Company; (vi) no Seller with respect to the Business or Company does, and the conduct of the Business does not, infringe, misappropriate or otherwise violate, and to the Knowledge of the Sellers, no Seller with respect to the Business or Company has, and the conduct of the Business has not, infringed, misappropriated or otherwise violated any Intellectual Property of any other Person, and; (vii) no claim has been made or threatened in writing or, to the Knowledge of the Sellers, orally threatened in a manner reasonably expected to be taken seriously, against either Seller or any Company alleging infringement, misappropriation or other violation of Intellectual Property by any of the Companies which has not been abandoned or settled or otherwise disposed of as of the Signing Date; (viii) the consummation of the transactions contemplated by this Agreement will not alter, impair or extinguish any rights in Intellectual Property owned by or licensed to any Company relating to the Business; (ix) no Company has given any warranty or indemnification in connection with any item of Intellectual Property owned by any of the Companies to any third party, except for warranties and indemnifications given in the Ordinary Course of Business in connection with the sale of goods or in the license agreements listed on Section 4.10(a)(ii) of the Disclosure Schedule or Section 4.11(a)(iii) of the Disclosure Schedule; (x) to the Knowledge of the Sellers, none of the Intellectual Property owned by the Companies having value contingent upon maintaining the confidentiality thereof has been disclosed to any third party other than under written terms of confidentiality; and (xi) each of the Companies exercises and has exercised reasonable care to protect its direct or indirect rights in confidential information and trade secrets relating to the Business.

(c) Each of the agreements set forth on Section 4.10(a)(ii) of the Disclosure Schedule (the *IP Agreements*) is valid, in full force and effect and enforceable in all material respects subject, however, to its respective terms. None of the Companies nor, to the Knowledge of the Sellers, any counterparty to any IP Agreement, has violated in any material respect any provision of, or committed or failed to perform any act that, with or without notice, lapse of time or both, would constitute a material default under the provisions of such IP Agreement. Sellers have made available to Purchasers' legal counsel a true, complete and accurate copy of each such IP Agreement, none of the IP Agreements has since been modified or amended in any material respect and no Company is participating in any discussions or negotiations regarding any material modification or amendment to any such IP Agreement.

(d) Set forth on Section 4.10(d) of the Disclosure Schedule is a summary of all oral communications with the counterparty to the MIT License Agreement relating to enforcement intentions and actions and a copy of all written communications between any Seller, any of the Companies or any of their Affiliates (on the one hand) and the counterparty to the MIT License Agreement (on the other hand) relating thereto.

(e) For purposes of this Agreement, *Intellectual Property* shall mean intellectual property anywhere in the world, including but not limited to: patents, trademarks, service marks, trade names, domain names, corporate names, copyrights, and proprietary rights in copyrighted works; registrations thereof and applications therefor; derivatives, continuations,

continuations-in-part, extensions, reissues and renewals thereof; inventions (whether or not patentable), trade secrets and know-how; and any other proprietary rights in software (in any form, including source code and object code), data, firmware, mask works, discoveries, processes, flow charts, documentation, utility models, prospect lists, customer lists, projections, analyses, and market studies; all common law, statutory, treaty and convention rights with respect to any thereof; all property rights, ownership and other proprietary rights in any thereof; and the right and power to assert, defend and recover title thereto and the right to sue for and recover damages for infringement, misuse, misappropriation or other violation thereof, in the same manner and to the same extent as any of the Companies or either Seller could, or could cause to be done, if the transactions contemplated hereby did not occur.

#### 4.11. Material Contracts.

(a) Section 4.11(a) of the Disclosure Schedule, sets forth a complete and accurate list of the following Contracts to which any Company is a party or otherwise bound and which have not been terminated, expired or which have not yet been completely fulfilled by either party thereto (collectively, the *Material Contracts*):

(i) any Contract (A) under which any of the Companies has borrowed money from, or issued any note, bond, debenture or other evidence of Financial Indebtedness to, any Person (other than a Seller, another Company or any Affiliate of either) which has a principal amount in excess of \$100,000 or (B) securing any Financial Indebtedness referred to in (A) above, including pledges, security agreements and guarantees which will remain in effect after the Closing Date;

(ii) any agreements containing a covenant of any of the Companies not to compete in the field of the Business (other than pursuant to any vertical restriction contained in any lease, reciprocal easement or development, construction, operating or similar agreement);

(iii) any trademark or license agreements (in-bound or out-bound) which generated royalties greater than \$100,000 during the year ended December 31, 2003;

(iv) any Contract relating to manufacturing of any products or the rendering of services for total or annual consideration in an amount in excess of \$100,000;

(v) any Contract relating to the acquisition or disposition of any business or Person (whether by merger, sale of stock or assets or otherwise), for a consideration in an amount in excess of \$100,000;

(vi) any lease, sublease or similar agreement relating to any real property which provides for annual lease payments greater than \$100,000;

(vii) any Contract relating to the construction or acquisition of fixed assets which provides for consideration in an amount in excess of \$100,000;

(viii) any agreement for the purchase of raw materials involving annual payments by a Company in the current or last business year greater than \$100,000;

(ix) any Contract pursuant to which any Company has entered into any joint venture or partnership or any other Contract relating to the holding, voting or transferring of any capital stock or other equity interests by any Company in an entity other than the Companies;

(x) any Contract containing covenants of a Company to indemnify or hold harmless another Person or group of Persons (except for product warranty obligations in Contracts for the sale of goods or rendering of services in the Ordinary Course of Business or in favor of another Company);

(xi) any Contract under which any Company is (A) a lessee of, or holds or uses, any machinery, equipment, vehicle or other tangible personal property owned by a third Person which requires annual payments by any Company in excess of \$100,000, or (B) a lessor of any tangible personal property owned by any Company which requires annual payments in excess of \$100,000;

(xii) any Contract (other than purchase or sale orders in the Ordinary Course of Business that are terminable or cancelable without penalty on ninety (90) days' notice or less) under which any Company is a purchaser of goods and services that, pursuant to the terms thereof, requires annual payments by any Company in excess of \$100,000;

(xiii) any Contract (other than Contracts of the type described above) that involves aggregate annual payments by any Company in excess of \$100,000, other than purchase or sales orders or other Contracts entered into in the Ordinary Course of Business that are not terminable or cancelable without penalty on a less than one year's notice;

(xiv) any sales agency, sales representation, consultant, distributorship or franchise agreement that is not terminable (without penalty to be paid by any Company) on 180 days' notice or less;

(xv) any outstanding power of attorney empowering any Person to act on behalf of any Company other than statutory powers of the managing directors of the Companies;

(xvi) any Contract that provides for the sharing of ownership of Intellectual Property owned by the Companies, to the extent not disclosed on Section 4.10(a)(ii) to the Disclosure Schedule; and

(xvii) any Contract providing for the payment of any cash or other benefits upon the sale or change of control of any Company, or upon the sale of all or substantially all of its assets, including upon the execution of, and consummation of the transaction contemplated by, this Agreement; and

(xviii) any other Contract that is material to the Business, which provides for consideration with a value in excess of \$100,000.

(b) Except as set forth on Section 4.11(b) of the Disclosure Schedule, all Material Contracts are valid and in full force and effect and enforceable in all material respects in accordance with their respective terms. Except as set forth on Section 4.11(b) of the Disclosure Schedule, none of the Companies nor, to the Knowledge of the Sellers, any counterparty to any Material Contract, has violated in any material respects any provision of, or committed or failed to perform any act that, with or without notice, lapse of time or both, would constitute a default under the provisions of such Material Contract. Sellers have made available to Purchasers true, complete and accurate copies of each Material Contract, none of such Material Contracts since has been modified or amended in any material respect, and no Company is participating in any discussions or negotiations regarding any material modification or amendment to any Material Contract.

(c) The obligations to provide Amgen with merchandise credit and price discounts pursuant to that certain Patent Sale Agreement dated August 1, 2003 between Raylo and Amgen have been fully satisfied. Pursuant to the terms of the license agreement dated August 14, 2003 between Raylo and Proligo LLC, Proligo LLC still retains rights to the patents covered thereby and owes no further royalties or other payments to Raylo thereunder. Such license agreement remains in full force and effect on the date hereof.

4.12. No Undisclosed Liabilities. There are no liabilities or obligations of any Company vis-à-vis any Person or Governmental Entity, whether accrued, contingent, determined or otherwise, with a value exceeding \$100,000, other than liabilities or obligations (i) disclosed or provided for in the Financial Statements or in the notes or schedules thereto, (ii) incurred in the Ordinary Course of Business since the Balance Sheet Date, (iii) disclosed in any other Section of the Disclosure Schedule or (iv) set forth on Section 4.12 of the Disclosure Schedule.

#### 4.13. Litigation.

(a) Section 4.13(a) of the Disclosure Schedule sets forth, as of the date hereof, (i) all actions, suits, mediations, arbitrations, proceedings or investigations (including by any Governmental Entity) pending, threatened in writing or, to the Knowledge of the Sellers, orally threatened in a manner reasonably expected to be taken seriously, against any of the Companies or, to the extent arising in connection with the Business, any of (A) Sellers or (B) any directors or officers of any Company or Seller, and (ii) all actions, suits, mediations, arbitrations, proceedings or investigations (including by any Governmental Entity) pending, threatened in writing or, to the Knowledge of the Sellers, orally threatened in a manner reasonably expected to be taken seriously, that seek to challenge, enjoin or prevent this Agreement or the consummation of the transactions contemplated hereunder, with respect to (i) and (ii) including whether under Applicable Law, in equity or otherwise, before any court, administrative, governmental, arbitration, mediation or regulatory authority. An adverse determination in respect of any of the actions, suits, mediations, arbitrations, proceedings and investigations set forth on Section 4.13(a) of the Disclosure Schedule would not, individually or in the aggregate, constitute a Material Adverse Effect.

(b) Section 4.13(b) of the Disclosure Schedule sets forth, as of the date hereof, all Orders (which shall not, for the avoidance of doubt, include approvals, permits or authorizations of Governmental Entities) in effect as of the date hereof applicable to any of the Companies.

#### 4.14. Insurance.

(a) Section 4.14 of the Disclosure Schedule contains a complete and correct list of all insurance policies currently maintained by or on behalf of the Companies, including the amount of coverage in each policy, the premium due dates, and indicating whether a policy is claims-based policy or an occurrence-based policy. Such policies are in full force and effect in all material respects. All premiums due thereon have been paid and no Seller or Company has been provided with written notice of any default with respect to any of the obligations under any such insurance policy.

(b) Each Company has at all times maintained insurance as required by Applicable Law or under any Contract to which such Company is a party.

4.15. Compliance with Applicable Law; Permits and Licenses. Except as set forth on Section 4.15 of the Disclosure Schedule, the Business is being, has at all times since January 1, 2004, been, and, to the Knowledge of the Sellers, has at all times prior thereto been, conducted in compliance with all Applicable Laws (other than Environmental Laws, which are the subject of Section 4.27 below). Each Company has obtained and is in compliance with all Governmental Entity approvals, permits and licenses required to conduct the Business as currently conducted. Neither Sellers nor any Company has received any written notice alleging a default, breach or violation of any Applicable Law, or any such approval, permit or license, which was not finally clarified or settled with the respective authority or third party or otherwise completed or executed by the respective Company at a time prior to January 1, 2004. Neither the execution of this Agreement nor the consummation of the transactions contemplated hereunder does or will constitute or result in any such default, breach or violation.

4.16. Intercompany Agreements. Except as set forth on Section 4.16 of the Disclosure Schedule, none of the Companies is party to a Contract with a Seller or a Sellers' Affiliate.

4.17. Severance Arrangements. Section 4.17 of the Disclosure Schedule sets forth a list of all Contracts of the Companies which contain: (i) employee benefit or incentive plans or individual golden parachute arrangements or the like triggered by a change of control of a Company, (ii) limitations on termination of employment agreements, including provisions for severance payments or (iii) obligations to make specific employment-related payments or to guarantee the employment of a certain number of employees for periods extending beyond the Closing Date.

#### 4.18. Employment Matters.

(a) Except as set forth on Section 4.18(a) of the Disclosure Schedule, none of the Companies: (i) is in material violation of Applicable Law with respect to employment, employment practices, terms and conditions of employment and wages and hours,

(ii) has any liability for any arrears of wages not disclosed in the Financial Statements or (iii) has any liability for any payment with respect to unemployment compensation benefits or social security contributions or any other amounts required by Applicable Law to be withheld with respect to wages, commissions, bonuses and other payments to its employees, except, in the case of (iii), in the Ordinary Course of Business.

(b) All claims which are attributed to any breach or default by Degussa Limited (or any of its Affiliates including Proligo France and Proligo Biochemie) prior to the Effective Date in respect of any of Degussa Limited's obligations or duties (or those of any of its Affiliates including Proligo France and Proligo Biochemie) as an employer to, or in relation to, any of the UK Employees and which the Purchaser or any Affiliate of the Purchaser may be liable for as a result of succeeding Degussa Limited (or any of its Affiliates including Proligo France and Proligo Biochemie) pursuant to the ARD in relation to the contracts of employment shall be for the Seller's account. Subject to those liabilities which transfer under the ARD, no Purchaser, Company or any other Affiliate of either Purchaser will acquire any liability for pension or retirement benefits in relation to the UK Employees as a result of such hiring or transfer. For purposes of Sections 4.18, 4.19 and 4.21, the representations and warranties concerning employees of the Companies shall include the UK Employees. Section 4.18(b) of the Disclosure Schedule sets forth all agreements, arrangements, plans or policies of the type included in the definition of Employee Benefit Plan with respect to the UK Employees and all other Contracts with the UK Employees concerning their employment terms; true, accurate and complete copies, other than redaction of such information as is required by Applicable Law, of all such documents were delivered by Sellers to Purchasers prior to the date hereof.

4.19. No Collective Bargaining Agreement/Union. Except as set forth on Section 4.19 of the Disclosure Schedule:

(a) no Company is a party to or bound by any collective bargaining agreement (*Tarifvertrag*), contract or other legally binding commitment to any trade union or labor organization and no such arrangement is being negotiated;

(b) no Company has any works councils or mandatory employee representation in its management or its governance bodies;

(c) there is no pending, threatened in writing or, to the Knowledge of the Sellers, orally threatened in a manner reasonably expected to be taken seriously, strike, walkout, work stoppage, work slowdown, picketing, other "concerted action" involving any employees of any Company or any union organizing effort by or respecting the employees of any Company;

(d) to the Knowledge of the Sellers, no labor organization, as defined in the United States National Labor Relations Act of 1947, as amended (the *NLRA*), currently claims any right of representation concerning the respective employees of any Company; and

(e) there is no material pending, threatened in writing or, to the Knowledge of the Sellers, orally threatened in a manner reasonably expected to be taken

seriously, charge or complaint against any Company by the United States National Labor Relations Board or any comparable institution in a Company's relevant jurisdiction.

#### 4.20. Employee Benefit Plans.

(a) Except as set forth on Section 4.20(a) of the Disclosure Schedule hereto, none of the Companies is a party to, and no employee or former employee or retiree of any Company benefits by virtue of its employment or former employment with any Company under any Employee Benefit Plan. There are no negotiations, demands or proposals which are pending or, to the Knowledge of the Sellers, threatened, which concern matters now covered, or that would be covered, by the foregoing types of Employee Benefit Plans.

(b) To the extent applicable with respect to each Employee Benefit Plan, true, correct and complete copies of the most recent documents described below have been made available to Purchasers: (i) any IRS determination letters and any outstanding request for a determination letter (with respect to Proligo LLC); (ii) any Form 5500 for the most recent plan year, including all schedules thereto and all actuarial reports related thereto (with respect to Proligo LLC) and the most recent actuarial report (with respect to Proligo Biochemie and Proligo International); (iii) any ruling letter and any outstanding request for a ruling letter with respect to the tax-exempt status of any trust which is funded or otherwise exists with respect to any Employee Benefit Plan; (iv) all plan documents and amendments and any written policies and/or procedures used in plan administration; (v) current summary plan descriptions and any summaries of material modifications; (vi) any individual pension commitment (*unmittelbare Betriebsrentenzusage*), any articles of association of any pension fund (*Pensionskasse*) or any support fund (*Unterstützungskasse*) to which any German Employee is a member of or party to; (vii) administrative service agreements, related trust agreements, annuity contracts and other funding instruments; and (viii) with respect to any Company obligation relating to medical or other welfare benefits for retirees, any additional Contracts relating thereto.

(c) Each Employee Benefit Plan and related trust agreement, annuity contract or other funding instrument is in compliance with Applicable Laws.

(d) Each Employee Benefit Plan has been administered, operated, and maintained in compliance with its terms in all material respects. With respect to each Employee Benefit Plan of Proligo LLC subject to ERISA, no prohibited transactions (as defined in ERISA Section 406 or Code Section 4975) and no violations of ERISA Section 407 for which an applicable statutory or administrative exemption does not exist have occurred.

(e) Except as listed on Section 4.20(e) of the Disclosure Schedule, there is no pending, threatened in writing or, to the Knowledge of the Sellers, orally threatened in a manner reasonably expected to be taken seriously, legal action, proceeding or investigation, suit, grievance, arbitration or other manner of litigation, or claim against or involving any Employee Benefit Plan and, to the Knowledge of the Sellers, no facts exist that would give rise to any of the same.

(f) All contributions with respect to the Employee Benefit Plans for all periods ending prior to the Closing Date (including periods from the first (1st) day of the



current plan year to the Closing Date) will have been made (or reserved for, accrued or otherwise provided for) prior to the Closing Date by the appropriate Company in accordance with past practice and (to the extent applicable) in line with the recommended contribution in the applicable actuarial report. All contributions to any Employee Benefit Plans subject to ERISA have been made on a timely basis in accordance with ERISA and the Code. All insurance premiums have been paid in full, subject only to normal retrospective adjustments in the ordinary course, with regard to the Employee Benefit Plans for policy years or other applicable policy periods ending on or before the Closing Date.

(g) All expenses and liabilities, including social contributions, relating to all of the Employee Benefit Plans have been accrued on the applicable Company's books and records as required by the provisions applicable to such Company and the 2003 Financial Statements reflect such liabilities as of the Balance Sheet Date in a manner satisfying the requirements of applicable financial accounting standards.

(h) No Company has ever made any contributions to any Employee Benefit Plan which is subject to the provisions of Title IV of ERISA.

(i) No Company has ever made any contributions to any multiemployer-employer plan (as defined in ERISA section 3(37) or 4001(a)(3)).

(j) Except as set forth on Section 4.20(j) of the Disclosure Schedule, no Company has any liability or obligation to provide life, medical or other welfare benefits to former or retired employees, other than as required under Applicable Law in the United States pertaining to the continuation of health insurance benefits or similar Applicable Laws in the respective jurisdictions of the Companies.

(k) Except as set forth in Section 4.20(k) of the Disclosure Schedule, the consummation of the transaction contemplated by this Agreement, other than by reason of actions taken by Purchaser following the Closing, will not (i) entitle any current or former Company employee to severance pay, unemployment compensation or any other payment, (ii) accelerate the time of payment or vesting, or increase the amount of any compensation due to any current or former Company employee, or (iii) with respect to Proligo LLC give rise to the payment of any amount that would not be deductible pursuant to Code section 280G.

#### 4.21. Officers and Employees.

(a) Set forth on Section 4.21(a) of the Disclosure Schedule is a complete list (in anonymous form) of: (i) all current directors of each Company, (ii) all current officers (with office held) of each Company and (iii) all other current employees of each Company as of the Signing Date; together, in each case, with the current rate of compensation (if any) payable to each and any paid vacation time accrued as of December 31, 2004, owing to such person, any incentive or bonus payments, the date of commencement of employment of each such person and the length of notice to terminate employment in accordance with any relevant Contract.

(b) Set forth on Section 4.21(b) of the Disclosure Schedule is a complete list of all employment, severance, consulting or other Contracts with an employee or

former employee, consultant, worker, officer or director of any Company that will require the payment of base salary amounts by any Company after the date hereof in excess of \$100,000 per annum, and true, accurate and complete copies, other than redaction of such information as is required by Applicable Law, of all such documents were delivered by Sellers to Purchasers prior to the date hereof.

(c) At the Closing Date, the employees of the Companies, together with the Persons listed on Exhibits 5.12, 8.5-1 and 8.5-2, will constitute all of the Persons used in, or reasonably necessary for, the operation of the Business.

(d) Except as set forth on Section 4.21(d) of the Disclosure Schedule, no claim has been made in writing for breach of any employment contract or other Contract for severance or redundancy payments or protective awards or for compensation for unfair dismissal or for failure to comply with any Applicable Law concerning employment rights or in relation to any alleged sex or race discrimination or for any other liability accruing from the termination or variation of any contract of employment or for services, nor is any such claim pending, threatened in writing or, to the Knowledge of the Sellers, orally threatened in a manner reasonably expected to be taken seriously.

(e) Except as set forth on Section 4.21(e) of the Disclosure Schedule, no Company is a party to or bound by, in respect of any of its directors or employees, any agreed or contractual redundancy payment scheme in addition to statutory redundancy pay.

(f) All employees of the Companies who have had access to Intellectual Property of the Companies as part of their employment relationship with the Companies have entered into confidentiality agreements with respect to the protection of such Intellectual Property.

(g) Except as set forth on Section 4.10(b) of the Disclosure Schedule, all individuals who now are, or since the Companies' inception have been, employees agents or consultants of any of the Companies and who have contributed to or participated in the development of any Intellectual Property have, unless the transfer of such rights is otherwise already provided for by Applicable Law, executed appropriate instruments of assignment in favor of any of the Companies, as assignee, that have conveyed to such Company effective and exclusive (as between assignor and assignee) ownership of all Intellectual Property thereby arising.

4.22. Discrimination and Occupational Safety and Health. Except as set forth in Section 4.22 of the Disclosure Schedule, (i) no Person (including Governmental Entity) has any valid claim against any Company arising out of Applicable Law relating to discrimination in employment, employment practices, family leave, or occupational safety and health standards; and (ii) there are no pending workers compensation claims involving any Company, and since January 1, 2004, and to the Knowledge of the Sellers prior thereto, there have not been any workers compensation claims against the Companies relating to the use or existence of asbestos in any of the premises or products of the Companies. Sellers have made available to Purchasers a true, correct and complete list of all workers compensation claims brought against the Companies over the 3 years preceding the Signing Date.

4.23. Conduct of Business. Except as set forth on Section 4.23 of the Disclosure Schedule, no Company has done any of the following from June 30, 2004 until the Signing Date:

(a) merged or entered into any similar business combination with any third party (other than another Company or any of Sellers' Affiliates);

(b) disposed of equity interests or businesses with a purchase price greater than \$100,000;

(c) incurred or guaranteed any Financial Indebtedness, except for Financial Indebtedness (A) to Sellers or any Sellers' Affiliate or (B) not exceeding \$100,000 in any individual case;

(d) invested in or made any loan to any other Person (except to the extent extended to Sellers or any of its Affiliates under any Cash-Pooling Agreement or any other agreement to be terminated on or prior to the Closing), exceeding, in each case, \$100,000;

(e) made any capital expenditure for additions or improvements to property, plant or equipment, in excess of \$100,000;

(f) made any change in, or commitment to change any, compensation or benefit of any employee of a Company outside the Ordinary Course of Business which will be triggered upon or following the consummation of the transactions contemplated hereby;

(g) declared, set aside or paid any dividend or any distribution (in cash or in kind) to any of its shareholders with respect to any Capital Securities, or directly or indirectly redeemed, purchased or otherwise acquired or made any distribution on or on account of any Capital Securities, other than expressly contemplated elsewhere in this Agreement;

(h) issued, sold, pledged, disposed of or encumbered any of its Capital Securities;

(i) issued or sold any securities convertible into exchangeable or exercisable for, or options, warrants, calls, commitments or rights of any kind to acquire, any Capital Securities of any Company;

(j) amended its Charter Documents;

(k) transferred, leased, licensed, guaranteed, sold, mortgaged, pledged, disposed of or encumbered any material property or assets or incurred or modified any material indebtedness;

(l) made or authorized or committed in writing for any capital expenditures in respect of any acquisition of, or investment in, (A) all or substantially all of the assets of any other Person or any division or business unit of such Person or (B) stock of or other equity interests in, any other Person, in each case other than in the Ordinary Course of Business;

(m) settled or compromised any claims or litigation or waived or assigned to any third party any material rights;

(n) terminated any Material Contract or received written notice that any Material Contract has been or may be amended or terminated;

(o) written down the value of any inventory or written off as uncollectible any notes or accounts receivable, except for write-downs and write-offs that are in the aggregate less than \$100,000;

(p) made any change in any method of accounting or accounting practice or policy other than those required IFRS, or by Applicable Law;

(q) terminated, established or materially modified any Employee Benefit Plan;

(r) increased the compensation or other remuneration payable to or for the benefit of or committed to be paid to or for the benefit of any director, officer or employee, or increased the aggregate amount of benefits to be granted under, any Employee Benefit Plan for the benefit of any director, officer or employee, other than (A) increases in wages or salaries required under existing Contracts or collective bargaining agreements listed on Section 4.11 of the Disclosure Schedule, (B) increases not unusual in timing, character or amount and made in the Ordinary Course of Business and (C) increases not in excess of \$100,000 in the aggregate;

(s) modified or terminated (prior to expiration) any government license, permit or other authorization except in the Ordinary Course of Business;

(t) abandoned or allowed to lapse any permit or Intellectual Property owned by any Company;

(u) waived any claims or rights outside the Ordinary Course of Business, including any forgiveness or cancellation of any Indebtedness;

(v) disclosed any confidential or proprietary information to any Person other than (A) to Purchasers and Purchasers' representatives, agents, attorneys and accountants, (B) the employees of the Company in the Ordinary Course of Business, (C) the customers, suppliers and other business partners of the Company in the Ordinary Course of Business (provided that such Persons have entered into customary non-disclosure agreements with the Company with respect thereto), (D) to third parties bound by non-disclosure agreements or (E) the respective representatives, agents, attorneys and accountants of the Company or Sellers in connection with their activities on behalf of the Company;

(w) made or rescinded any election relating to Taxes, settled any claim, action, suit, litigation, proceeding, arbitration, investigation, audit or controversy relating to Taxes;

(x) except to the extent contemplated by clauses (i) through (xviii) of this Section 4.23, otherwise entered into any transactions outside of the Ordinary Course of Business; or

(y) authorized or entered into an agreement to do any of the foregoing.

4.24. Absence of Certain Changes or Events. From the Balance Sheet Date to the date hereof, except as set forth on Section 4.24 of the Disclosure Schedule and in the other Sections of the Disclosure Schedules, there has not occurred any event or change that constitutes a Material Adverse Effect.

#### 4.25. Real Property.

(a) Section 4.25(a) of the Disclosure Schedule, contains a complete and accurate list of all real property interests owned by any of the Companies (the *Owned Real Property*) and except as identified on Section 4.25(a) of the Disclosure Schedule (i) each of the Companies holds good, valid and marketable title to the Owned Real Property, free and clear of all Liens other than Permitted Liens and (ii) there are no pending, threatened in writing or, to the Knowledge of the Sellers, orally threatened in a manner reasonably expected to be taken seriously, condemnation or appropriation or similar proceedings against any of the Owned Real Property or the improvements thereon. True and complete excerpts from the land register and any other public registers (including Baulastenverzeichnisse) relating to all Owned Real Property have been delivered to Purchasers prior to the date hereof, and there are, with respect to the Owned Real Property, no pending applications to the land register or other public registers or facts which require registration in the land register or other public register

(b) Section 4.25(b) of the Disclosure Schedule contains a complete and accurate list of the Real Property Leases. Except as set forth on Section 4.25(b) of the Disclosure Schedule, the applicable Company that is party to such Real Property Lease, holds a valid leasehold interest in each Real Property Lease, and each Real Property Lease is enforceable against such Company and, to the Knowledge of the Sellers, the applicable lessor, in accordance with its terms, except to the extent that such enforcement may be limited by applicable bankruptcy, insolvency, reorganization, moratorium, and other similar laws affecting creditors' rights generally and by general principles of equity (regardless of whether enforceability is considered in a proceeding in equity or at law). No Company that is a party to a Real Property Lease or, to the Knowledge of the Sellers, no applicable lessor, is in default in the performance, observance or fulfillment of any material obligation, covenant or condition contained in any Real Property Lease. Except as set forth on Section 4.25(b) of the Disclosure Schedule, Article L.145-1 et seq. of the French Commercial Code apply to all leases governed by French law entered into by the Companies and the Companies have the right to renew such leases in accordance with article L.145-8 of the French Commercial Code.

(c) Except as set forth on Section 4.25(c) of the Disclosure Schedule,

(i) the Owned Real Property does not serve any adjoining property for any purpose,

(ii) there are no leases, subleases, licenses, concessions or other agreements of any Company, written or oral, granting to any person or entity the right to use or occupy any portion of the Owned Real Property;

(iii) there are no rights of first refusal, reversionary rights, purchase options, rights of first offer and the like, recorded or unrecorded, affecting any portion of the Owned Real Property;

(iv) no person or entity (other than the Companies, as applicable) is in possession of any portion of the Owned Real Property;

(v) no third party occupies or encroaches upon any Owned Real Property (or portion thereof) and there are no other facts or circumstances which adversely affect, or may reasonably be expected to adversely affect, the unrestricted use of such property by any Company for the conduct of its Business, as currently conducted;

(vi) all water, gas, electrical, steam, compressed air, telecommunication, sanitary and storm sewage lines and other utilities and systems serving the Owned Real Property are sufficient (including as to capacity) to enable the continued operation of the Owned Real Property by the Companies, as applicable, as currently operated (and the Companies, as applicable, have paid all initial tap fees, connection fees and the like) and, to the Knowledge of the Sellers, all utility lines servicing Owned the Real Property are located either within the boundaries of the Owned Real Property, within lands dedicated to the public use, or within recorded easements for such purpose;

(vii) to the Knowledge of the Sellers, the buildings, improvements, structures, fixtures and the like on or otherwise comprising any portion of the Owned Real Property are in good operating condition and repair, free of structural defects and fit for the purpose for which they are currently used;

(viii) there are no development agreements or similar agreements (oral or written) with or commitments to governmental authorities, agencies, utilities or quasi-governmental entities with respect to the Owned Real Property or any portion thereof, including any agreement which imposes an obligation upon any Company to make any contribution or dedication of money or land or to construct, install or maintain any improvements of a public or private nature on or off the Owned Real Property, or which restricts any Company's ability to close any current operations at any portion of Owned Real Property or requires any Company to maintain certain employment levels at any portion of Owned Real Property;

(ix) all Owned Real Property has access to public roads and utilities necessary to conduct the Business of the Companies at the Owned Real Property;

(x) there are no disputes relating to or affecting any of the Owned Real Property;

(xi) there are no zoning laws or regulations affecting the Owned Real Property which would prevent or impair occupancy, use and operation of the Owned Real Property by any Company, and to the Knowledge of the Sellers, there are no proposed, pending or threatened changes in any such zoning laws or regulations which would adversely affect the occupancy, use or operation of the Owned Real Property; and

(xii) the Owned Real Property consists of legally subdivided parcels.

4.26. Broker Fees. None of the Companies has any liability or obligation to pay any fees or commissions (or make any similar payment) to any broker, finder, agent or other Person with respect to the Acquisition or other transactions contemplated by this Agreement.

4.27. Environmental Matters. Except as set forth on Section 4.27 of the Disclosure Schedule:

(a) each Company holds all required permits and is in compliance, and has at all times in the past been in compliance, in all respects with applicable Environmental Laws;

(b) no Company has received any notice in writing or, to the Knowledge of the Sellers, orally threatened in a manner reasonably expected to be taken seriously, from any Governmental Entity alleging that it is currently, may be, or has been, in violation of any applicable Environmental Law, and

(c) no Company is the subject of any Order or settlement or other agreement relating to or arising under any Environmental Law.

(d) no Company has used, generated, emitted, released, discharged or disposed of any Hazardous Materials except (i) as permitted under applicable Environmental Laws and (ii) which would not create a liability;

(e) no Company has arranged for the disposal or treatment of Hazardous Materials that could reasonably be expected to result in Purchasers, Sellers, or any Company incurring any liability other than liability for compensation for disposal and treatment services provided under Contract; and

(f) no Company has liability for, and no Owned Real Property and, to the actual knowledge of the individuals listed in clauses (i), (ii) and (iii) of the definition of Knowledge of the Sellers, no Leased Real Property, contains any of the following: any (i) underground storage tanks; (ii) underground injection wells, as defined under any Environmental Law; (iii) surface water impoundment or lagoons; (iv) landfills or any other land-based treatment, storage or disposal units for any type of wastes (whether or not closed or currently active); (v) spill, discharge, leak, migration, injection, escape dumping or release of any kind of wastes or Hazardous Materials on, beneath, above or into the Real Property or into the environment surrounding the Real Property; (vi) asbestos fibers or materials or polychlorinated biphenyls; (vii) hazardous waste treatment, storage or disposal facilities

regulated under any Environmental Law, or (viii) lead based paint. Except in the Ordinary Course of Business, no expenditure which is not already reflected in the Financial Statements of the Companies will be required in order for Purchasers to comply after the Closing with any Environmental Laws in connection with the operation of any Company with respect to the Real Property in a manner consistent with the current operation thereof by Sellers. Sellers have disclosed and made available to Purchasers true, complete and correct copies of all reports, studies, investigations, audits, analysis, tests or monitoring in the possession of, or initiated or prepared by or on behalf of, Sellers pertaining to any Environmental Matter relating to any Company or Real Property, including compliance with Environmental Laws and employee safety, as identified on Section 4.27 to the Disclosure Schedule.

4.28. No Questionable Payments. None of the current directors, executives, officers, or employees of Sellers or any of the Companies or, to the actual knowledge of the individuals listed in clauses (i), (ii) and (iii) of the definition of Knowledge of the Sellers, none of the shareholders of Sellers or any of the Companies (when acting in such capacity or otherwise acting on behalf of the Companies): (i) has made or is making any illegal contributions, gifts, entertainment or other unlawful expenses relating to political activity, (ii) has, directly or indirectly, paid or given, or offered, promised or authorized the payment or gift of, anything of material value to any official, employee or person acting on behalf of any Governmental Entity, public international organization or any political party, party official or candidate for public office, or any employee of any customer or supplier in contravention of Applicable Law, (iii) has violated or is violating any provision of the U.S. Foreign Corrupt Practices Act of 1977, or any Applicable Law implementing the OECD Convention on Combating Bribery of Foreign Public Officials in International Business or (iv) has made any bribe, illegal payoff, influence payment, kickback or other unlawful payment using funds of the Companies or otherwise on behalf of any of the Companies.

4.29. Books and Records and Financial Controls.

(a) Except as set forth on Section 4.29(a) of the Disclosure Schedule, true and correct copies of the books of account, stock record books, minute books, bank account records and other corporate records of each Company since January 1, 2002, have been made available to Purchasers, and such books and records have been maintained in accordance with good business practices. To the extent required to provide protection under Applicable Law, the minute books of each Company contain accurate and complete records of all corporate action or resolution taken by, the stockholders, the boards of directors, and committees of the board of directors of such Company. At the Closing, all of those books and records will be in the possession of the Companies or delivered to Purchaser in accordance with Section 9.1(o).

(b) All returns, particulars, resolutions and other documents which any of the Companies are required to file with or deliver to any Governmental Entity have been made up and filed or, as the case may be, delivered in due course.

(c) Except as set forth on Section 4.29(c) of the Disclosure Schedule, each Company uses commercially reasonable efforts to establish proper and adequate internal accounting controls which provide reasonable assurance that (i) transactions are executed with management's authorization; (ii) transactions are recorded as necessary to permit preparation of



the financial statements of the Company and to maintain accountability for the Company's assets; (iii) access to the Company's assets is permitted only in accordance with management's authorization; (iv) the reporting of the Company's assets is compared with existing assets at regular intervals to the extent required by IFRS, or by Applicable Law; and (v) accounts, notes and other receivables and inventory are recorded accurately, and proper and adequate procedures are currently being implemented to effect the collection thereof on a current and timely basis.

4.30. Accounts Receivable. All the accounts receivable of each Company as set forth on the Financial Statements (collectively, the *Accounts Receivable*) represented, as of the date for which any such Financial Statements speak, valid obligations of third parties arising from sales actually made in the Ordinary Course of Business. Except as set forth on Section 4.30 of the Disclosure Schedule or reserved for or written off in the Financial Statements, the Accounts Receivable are not subject to any valid counterclaim, claim or other encumbrance, and none of the Companies has received notice of any asserted counterclaim, claim or other encumbrance relating to the Accounts Receivable.

4.31. Inventories; Consignment. Except as reserved for or written off in the Financial Statements, the inventory held by each Company at any location consists (measured as of the date of the preparation of the Financial Statements) of a quantity and quality usable and salable in the Ordinary Course of Business, is not physically damaged, previously used, obsolete, expired, in non-conformance with specifications or discontinued, is in compliance with all Applicable Law, whether domestic or foreign, and is in conformity with all applicable product registrations and applicable specifications, subject only to the reserve, if any, for inventory write down set forth on the Financial Statements. Except as set forth on Section 4.31 of the Disclosure Schedule, no Company holds any materials on consignment or has title to any materials in the possession of others.

4.32. Transactions with Related Persons; Outside Interests.

(a) Except as set forth on Section 4.32(a) of the Disclosure Schedule, no Seller or director, officer, employee, internal auditor or controlled Affiliate of any Seller or Company, or any individual related by blood, marriage or adoption to any such individual or any entity in which any such individual or entity owns any beneficial interest (other than an interest less than the 5% threshold described in Section 4.32(b) below), is a party to any agreement, contract, commitment or other form of transaction or arrangement with any Company, except as specifically disclosed in a Schedule to this Agreement.

(b) Except as set forth on Section 4.32(b) of the Disclosure Schedule, no Company, nor any controlled Affiliate of any Company, or any director, officer, employee of any of them, owns more than 5% of any class of Capital Securities of any competitor with or supplier, sales representative, distributor or customer of any Company.

4.33. Bank Accounts of the Companies. Set forth on Section 4.33 of the Disclosure Schedule is a list of the locations and numbers of all bank accounts, investment accounts and safe deposit boxes maintained by the Companies, together with the names of all persons who are authorized signatories or have access thereto or control thereunder.

4.34. Product Liability Claims. Except as set forth on Section 4.34 of the Disclosure Schedule, neither Seller nor any Company has received written notice or written information as to (i) any product liability claim or allegation of personal injury, death, or property or economic damages (except for any product warranty claim in the Ordinary Course of Business), (ii) any claim for punitive or exemplary damages, (iii) any claim for contribution or indemnification, or (iv) any claim for injunctive relief, in each case in connection with any product manufactured, sold or distributed by, or in connection with any service provided by, or based on any error or omission or negligent act in the performance of services by, any Company or its employees. Section 4.34 of the Disclosure Schedule accurately and completely describes all such claims, together in each case (to the extent available) with the date such claim was made, the amount claimed, the disposition or status of such claim (including settlement or judgment amount), and the amount of attorney's fees incurred in connection with such claim.

4.35. Product and Service Warranties. Except as set forth on Section 4.35 of the Disclosure Schedule, no Company makes any express warranties or guaranties as to goods sold, or services provided by, the Business, and there is no pending or, to the Knowledge of the Sellers, threatened claim alleging any breach of any such warranty or guaranty. Except as set forth on Section 4.35 of the Disclosure Schedule (attached to which are copies of all such warranties), the Company has no exposure to or liability under any such warranty beyond that which is typically assumed in the Ordinary Course of Business by companies or firms engaged in businesses comparable to the Business or which constitutes a Material Adverse Effect. Except as set forth on Section 4.35 of the Disclosure Schedule, since January 1, 2002, no Seller or Company has received an individual claim, or series of claims arising out of the same or similar set of actions, inactions, facts or circumstances, amounting to \$25,000 or more based upon breach of warranty, strict liability, negligent manufacture, negligent provision of services, or any other allegation of liability resulting from defects in products sold or from services provided by any Company.

4.36. Customers and Suppliers. Section 4.36 of the Disclosure Schedule sets forth a true, complete and correct list of the ten (10) largest customers of the Business (the *Customers*) and the ten (10) largest suppliers of the Business (the *Suppliers*), by aggregate U.S. Dollar volume of sales and purchases, respectively, for the year ended December 31, 2003, other than any Company or any Purchaser or Affiliate of Purchasers. To the Knowledge of the Sellers, no Supplier intends to stop supplying materials, products or services to such Company. To the Knowledge of the Sellers, no Customer intends to stop buying materials, products or services from such Company.

4.37. Foreign Operations and Export Control. At all times, each Company has acted, except as set forth on Section 4.37 of the Disclosure Schedule:

(a) in compliance with Applicable Law with respect to the sale of any products that are restricted in international commerce or in any country where any Company makes such sales;

(b) without written notice of violation of and in compliance with Applicable Law related to anti-boycott, including the United States Export Administration Regulations administered by the United States Department of Commerce, as amended from time

to time, including all reporting requirements and has not entered into any agreement thereunder requiring it to participate in any boycott;

(c) without written notice of violation of and in compliance with Applicable Law with respect to export or re-export control or economic sanctions (including, to the extent applicable to such Company, the United Kingdom, the European Union, France, Germany, Japan, Singapore, Australia, and including, to the extent applicable to such Company, the United States Export Administration Regulations administered by the United States Department of Commerce and economic sanctions and embargo executive orders and regulations administered by the Office of Foreign Assets Control of the U.S. Treasury Department), all as amended from time to time, and without written notice of violation of and in compliance with any required export or re-export licenses or authorizations, general licenses or license exceptions granted under such Applicable Law; and

(d) without written notice of violation and in compliance with Applicable Laws related to imports of any applicable jurisdiction, as amended from time to time, and without notice of violation of and in compliance with any required import permits, licenses, authorizations and general licenses granted under such Applicable Law.

4.38. Financial Condition. Sellers have sufficient assets to enter into this Agreement and to consummate the transactions contemplated hereby. Neither Seller is insolvent under IFRS. No receiver has been appointed to manage all or any part of the assets of any of the Companies. No request or declaration has been made with a view to the judicial reorganization (*redressement judiciaire*) or judicial liquidation (*liquidation judiciaire*) of any of the Companies. None of the Companies is subject to any judicial or amicable procedure of bankruptcy, insolvency, receivership, winding-up or liquidation (whether voluntary or involuntary) nor has it ceased making payments to creditors or is insolvent or unable to pay its debts.

4.39. Disclaimer of Other Representations and Warranties. Except as expressly set forth in Section 3.1 and this Section 4, Sellers make no representation or warranty, express or implied, at law or in equity, in respect of the Business or in respect of the Companies or any of their respective assets, liabilities or operations, (including with respect to merchantability or fitness for any particular purpose), and any such other representations or warranties are hereby expressly disclaimed.

5. PRE-CLOSING COVENANTS. The Parties agree as follows with respect to the period between the Signing Date and the Closing Date:

5.1. Reasonable Best Efforts. Except as expressly provided otherwise in this Agreement, each of the Parties will use its reasonable best efforts to take all actions and to do all things necessary, proper or advisable in order to consummate and make effective the transactions contemplated by this Agreement (including the satisfaction, but not the waiver, of the Closing conditions set forth in Section 9 below).

5.2. Conduct of Business.

(a) From the Signing Date to the Closing Date, Sellers shall use their reasonable efforts to (i) preserve the relationships of the Companies with their customers; (ii)

preserve the assets of the Companies in good working condition, reasonable wear and tear excepted; (iii) maintain the insurance policies referred to on Section 4.14 of the Disclosure Schedule in full force and effect; and (iv) refrain from making changes with respect to any Company's accounting practices, other than changes consistent with past practice or changes required by IFRS applied on a basis consistent with past practice, or by Applicable Law.

(b) From the Signing Date to the Closing Date, Sellers shall cause the Companies to operate only in the Ordinary Course of Business, and in any event also for such time period, Sellers shall not permit the Companies to do (or suffer to exist) any of the following without the prior written consent of Purchasers:

(i) permit, allow or suffer to exist upon any of its assets, which are material to the carrying out of the Business as a whole in the same manner as conducted at the Signing Date (the *Material Assets*), any Lien, except, with respect to tangible assets only, Permitted Liens arising by operation of Applicable Law;

(ii) issue, sell, pledge, dispose of or encumber any Capital Securities in any Company;

(iii) issue or sell any securities convertible into or exchangeable or exercisable for, or options, warrants, calls, commitments or rights of any kind to acquire, any Capital Securities in any Company;

(iv) incur, modify or guarantee any Financial Indebtedness in an aggregate principal amount in excess of \$100,000 (other than unsecured shareholder loans (A) in an amount up to \$2,000,000 for Pre-Effective Date Shareholder Loans and (B) in an amount up to \$500,000 for the Interim Financing Facility);

(v) amend the Charter Documents of any Company;

(vi) transfer, lease, license, guarantee, sell, mortgage, pledge, dispose of or encumber any Material Assets, other than sales of inventory in the Ordinary Course of Business;

(vii) make or authorize or commit for any capital expenditures, other than capital expenditures in the Ordinary Course of Business and not in excess of \$100,000 individually and \$500,000 in the aggregate;

(viii) make or authorize or commit for the acquisition of, or investment in, (A) all or substantially all of the assets of any other Person or any division or business unit of such Person or (B) Capital Securities of or other interest in, any other Person, except in respect of the acquisition of the remaining 26.3% of the shares in Proligo Singapore;

(ix) except as may be required under any Employee Benefit Plan or pursuant to Applicable Law, terminate, establish, adopt, enter into, make any new grants or awards under, materially amend or otherwise materially modify, any Employee

Benefit Plan, or increase the salary, wage, bonus or other compensation of any employees of the Companies other than in the Ordinary Course of Business;

(x) settle or compromise any material claims or litigation or waive, release or assign any material rights, including any forgiveness or cancellation of Indebtedness, in any individual case where the value is in excess of \$50,000, and where the aggregate value thereof is in excess of \$200,000 (other than pursuant to the Intercompany financing arrangements contemplated by Section 5.2(b)(iv) and Section 6.2(c));

(xi) amend or terminate any Material Contract or enter into any Contract that would be a Material Contract, in each case, other than in the Ordinary Course of Business;

(xii) increase the compensation or other remuneration payable to or for the benefit of or committed to be paid to or for the benefit of any shareholder, director, officer, agent or employee, or the benefits granted under any Plan with or for the benefit of any such shareholder, director, officer, agent or employee (other than increases in wages or salaries required under existing Contracts listed on Section 4.11 of the Disclosure Schedule or otherwise not unusual in timing, character or amount made in the Ordinary Course of Business to employees;

(xiii) modify or terminate (prior to expiration) any government license, permit or other authorization;

(xiv) abandon or allow to lapse any Intellectual Property owned by any Company that is material to the Business;

(xv) disclose any confidential or proprietary information to any Person other than to: (A) Purchasers and Purchasers' representatives, agents, attorneys and accountants, (B) employees of the Company in the Ordinary Course of Business, (C) customers, suppliers and other business partners of the Company in the Ordinary Course of Business (provided that such Persons have entered into customary non-disclosure agreements with the Company with respect thereto), or (D) the respective representatives, agents, attorneys and accountants of the Company or Sellers in connection with their activities on behalf of the Company;

(xvi) materially change its methods of purchasing, selling, leasing, managing, marketing, promoting or operating, or delay or postpone the payment of accounts payable or other liabilities of any Company;

(xvii) adopt a plan of complete or partial liquidation, dissolution, merger, consolidation or other reorganization or initiate any legal process under which the ability of creditors of a Company to take action to enforce their debts is suspended or materially restricted, or which results in the appointment of any administrator in connection with such a process;

(xviii) make or rescind any election relating to Taxes, settle any claim, action, suit, litigation, proceeding, arbitration, investigation, audit or controversy relating to Taxes where the aggregate amount at issue exceeds \$100,000, or file any amended Tax Return or claim for refund;

(xix) declare, set aside or pay any dividend or any distribution (in cash or in kind) to any of its shareholders with respect to any Capital Securities, or directly or indirectly redeem, purchase or otherwise acquire or make any distribution on or on account of any of its Capital Securities other than for purposes of (A) the settlement of the Cash Pooling Agreements and the reduction of cash on hand and cash in banks and financial institutions in accordance with Section 6 below or (B) the repayment of the Pre-Effective Date Shareholder Loans; or

(xx) authorize or enter into an agreement to do any of the foregoing.

5.3. Notices and Consents. Each Party shall use commercially reasonable efforts to obtain, and to cooperate in obtaining, all consents and approvals from all Governmental Entities and all other third parties necessary or appropriate to permit the consummation of the Acquisition. Without limiting the generality of the foregoing, each of the Parties will make all such filings and furnish all such information in connection with forms and information that are required under the Antitrust Filing Requirements (in each case as is necessary to consummate the Acquisition and the transactions contemplated hereby), and each Party will use commercially reasonable efforts to obtain any approval or clearance required under the Antitrust Filing Requirements (in each case as is necessary to consummate the Acquisition and the transactions contemplated hereby).

#### 5.4. Credit Support Obligations.

(a) On or prior to the Closing Date, Purchasers shall either: (i) replace all of the (A) guarantees, comfort letters and other credit support obligations listed on Exhibit 5.4(a)(i) which a Seller or any Sellers' Affiliate has provided in favor of the Companies to banks, financial institutions, suppliers, customers or other third parties with respect to the Business (the *Guarantees*) and (B) any other guarantees, comfort letters and other credit support obligations provided by a Seller or any Sellers' Affiliate in favor of any Company with respect to the Business up until the Closing Date but only to the extent reviewed and agreed to by Purchasers (the *Additional Guarantees*) (provided that Sellers shall notify Purchasers of any such Additional Guarantees, and request Purchasers' agreement thereto at least three (3) Business Days before the Closing Date) or (ii) provide an unconditional, irrevocable bank guarantee upon first demand or a letter of credit, each in a form reasonably acceptable to the Sellers, such alternative to be selected in Purchasers' sole discretion reasonably exercised (to Sellers issued by a creditworthy financial institution in the United States or any member nation of the European Union) in an amount equal to the aggregate amount of all outstanding obligations secured by the Guarantees and the Additional Guarantees.

(b) Each Purchaser shall use its best efforts to obtain from each beneficiary of such obligations a full unconditional release of such Seller or such Sellers'

Affiliates from all liabilities, costs and expenses arising from such obligations and/or the Guarantees and any of the Additional Guarantees following the Closing Date.

5.5. Third Party Consents. Sellers shall use their commercially reasonable efforts to obtain promptly, or to cause any of Sellers' Affiliates to obtain promptly, the consents, waivers, approvals and authorizations from third parties (that are not Governmental Entities) that are set forth on Sections 3.1(d)(ii) and 4.3(b) of the Disclosure Schedule. In connection with obtaining any consent, waiver, approval or authorization pursuant to this Section 5.5, Sellers shall not be required to pay any material consideration or incur any material costs or expenses (other than fees and expenses of legal counsel engaged for such purpose and *de minimis* out-of-pocket expenses).

5.6. Cooperation.

(a) Subject to Applicable Law, outside counsel of Purchasers and Sellers shall have the right to review in advance, and to the extent practicable each will consult the other on, all the information relating to Sellers or Purchasers, as the case may be, and any of their respective Affiliates, that appear in any filing made with, or written materials submitted to, any third party and/or any Governmental Entity in connection with the transactions contemplated by this Agreement. In connection with the foregoing, each Party shall act reasonably and as promptly as practicable. Notwithstanding the foregoing, no Party shall be required to disclose any information the disclosure of which would (i) violate Applicable Law, (ii) result in a breach of attorney-client privilege or similar privilege or (iii) violate any confidentiality or nondisclosure agreement or other agreement or arrangement to which such Party or any of its Affiliates is a party.

(b) Sellers and Purchasers shall each, upon request of the other, furnish the other with all information concerning itself and its Affiliates and such other matters as may be reasonably necessary or advisable in connection with any statement, filing, notice or application made by or on behalf of Sellers or Purchasers or any of the Companies to any third party or any Governmental Entity in connection with the transactions contemplated by this Agreement. Notwithstanding the foregoing, no Party shall be required to disclose any information the disclosure of which would (i) violate Applicable Law, (ii) result in a breach of attorney-client privilege or similar privilege, (iii) result in the disclosure of any trade secrets of third parties or other confidential business information of such Party, or (iv) violate any confidentiality or nondisclosure agreement or other agreement or arrangement to which such Party or any of its Affiliates is a party.

(c) Sellers and Purchasers shall each keep the other apprised of the status of matters relating to completion of the transactions contemplated hereby, including promptly furnishing the other with copies of notices or other communications received by Sellers or Purchasers, as the case may be, or any of their respective Affiliates, from any third party and/or any Governmental Entity with respect to such transactions. Neither Sellers nor Purchasers shall participate in any meeting with any Governmental Entity in respect of any filings, investigation or other inquiry in connection with the transactions contemplated by this Agreement without consulting the other in advance and, to the extent permitted by such Governmental Entity, allowing the other the opportunity to attend and participate at such

meeting provided, however, that no Seller shall be permitted to attend or participate in any meeting with any Governmental Entity in respect of any filing made under Antitrust Filing Requirements or other Applicable Laws with respect to antitrust without the prior written approval of Purchasers, but in the event that Sellers are not granted such written approval, Sellers' counsel shall be permitted to attend such meeting.

5.7. Access and Information.

(a) Between the Signing Date and the Closing Date, Sellers shall permit the authorized representatives of Purchasers listed on Exhibit 5.7(a)(i) to have reasonable access, during regular business hours and upon reasonable advance notice to the applicable Company and to the Sellers, to the properties, Contracts, books and records of the Companies, and to the individuals listed on Exhibit 5.7(a)(ii), as Purchasers shall from time to time reasonably request (and in the presence of a representative of Sellers); provided that any such access shall be conducted in such a manner as not to interfere with the operation of the Business; and, provided further, that Purchasers shall reimburse Sellers promptly for all reasonable out-of-pocket costs and expenses incurred by Sellers or the Companies in complying with any such request by or on behalf of Purchasers.

(b) Between the Signing Date and the Closing Date, Purchasers shall be permitted to undertake intrusive sampling or physical investigations of the environmental conditions of any of the Real Property. Purchasers shall indemnify and hold harmless Sellers from any property damage or other Loss resulting from the conduct of any such investigations in accordance with the indemnification provisions of this Agreement; provided that Purchasers shall have no indemnity obligations to the extent any such property damage or other Loss is caused by the acts or omissions of any Seller or a Company prior to the Closing Date. Further, between the Signing Date and the Closing Date, except as required by Environmental Laws, Purchasers shall not contact any Governmental Entity regarding the status of the Companies' compliance with Applicable Law without providing Sellers prior written notice of its intent to contact each such Governmental Entity and providing Sellers with the reasonable opportunity to participate in any meeting or discussion in connection therewith.

(c) Between the Signing Date and the Closing Date, Sellers will deliver to Purchasers a true, correct and complete list of all occupational safety and health citations and administrative charges relating to discrimination in employment, employment practices, and family leave, brought against the Companies over the 3 years preceding the Signing Date.

(d) All Confidential Information provided or obtained pursuant to Section 5.7 shall be held by Purchasers in accordance with and subject to the terms of the Confidentiality Agreement.

5.8. Contacts with Suppliers, Customers and Other Parties. Prior to the Closing Date, and subject to such reasonable limitations as Sellers shall deem necessary, Sellers shall permit, and shall cause each Company to permit, Purchasers to discuss and meet (together with a representative of Sellers), and shall cooperate in such discussions and meetings, with the Customers and Suppliers of the Business. To the extent permitted by Applicable Law: (i) a



senior executive of the Company, reasonably satisfactory to Purchasers, shall accompany Purchasers' representative to such meeting and shall participate with Purchasers' representative in any such discussions and (ii) Sellers shall cause the Companies to cooperate with Purchasers in the preparation of a presentation to such suppliers, customers or employees (if requested by Purchaser) with respect to the transactions contemplated hereunder.

5.9. *[Intentionally Omitted]*

5.10. No Solicitation of Transactions. From the Signing Date through the earlier to occur of the Closing Date or the date that this Agreement shall have been terminated in accordance with Section 10, Sellers will not, and shall cause each Company and their respective Affiliates not to, directly or indirectly, through any officer, director or agent initiate, solicit or encourage (including by way of furnishing non-public information), or enter into negotiations of any type, directly or indirectly, or enter into a confidentiality agreement, letter of intent or purchase agreement, merger agreement or other similar agreement with any Person other than Purchasers with respect to any Company, or a merger, consolidation, business combination, sale of all or any substantial portion of the assets of the Business, or the liquidation or similar transaction with respect to any Company. To the extent permitted by Applicable Law, Sellers will notify Purchasers orally (not later than the end of the immediately following Business Day) and in writing (as promptly thereafter as practicable) of all relevant terms of any written proposals by a third party to do any of the foregoing which any Seller or Company or any of their Affiliates or any of their respective officers, directors, employees, investment bankers, financial advisors, attorneys, accountants or other representatives may receive relating to any of such matters (and shall cause a copy of such inquiry or proposal to be delivered to Purchasers).

5.11. Colorado Leases. On or prior to the Closing Date, Sellers shall assign all of the Colorado Leases (the *Colorado Leases Assignments*) from Proligo LLC to US Seller, which assignments shall contain a novation and release from the respective landlord under each of the Colorado Leases of any liability of the Companies with respect to the Colorado Leases. Sellers shall also execute subleases in the form of Exhibit 5.11 with respect to the leases of (a) the premises consisting of approximately 21,834 square feet, together with the improvements thereon commonly known as 6165 Lookout Road, Boulder, Colorado and (b) the premises consisting of approximately 27,128 square feet, together with the improvements thereon commonly known as 6200 Lookout Road, Boulder, Colorado (the *Colorado Subleases*).

5.12. UK Employees. Sellers shall cause the Employees of Degussa Limited set forth on the letters attached as Exhibit 5.12 (the *UK Employees*) to receive all required notifications and consultations, and it shall comply with Applicable Law in connection with the transfer of their employment to Sigma-Genosys Limited (UK) or other relevant Purchaser owned entity upon Closing providing the Purchaser has provided the necessary information to the Sellers to enable Degussa Limited to comply with its obligations under Applicable Law. Sellers shall cause Degussa Limited to, and Purchasers shall, use commercially reasonable efforts to cause the UK Employees to be hired by Purchasers or their designated Affiliates upon Closing pursuant to the letters attached as Exhibit 5.12. If the UK Employees decline to transfer to an Affiliate of the Purchasers, Sellers will indemnify Purchasers and the Companies for all claims of the UK Employees, including those under ARD, in accordance with the indemnification provisions of this Agreement.

5.13. Financial Statements. As soon as practicable, but in no event later than 45 days after the end of each fiscal quarter ending after the Signing Date and prior to the Closing, the Companies shall provide to Purchasers the standard quarterly reports describing the financial position of each of the Companies for the period then ending. Such financial statements (including the related notes and schedules thereto) will be prepared in accordance with IFRS, and to the extent IFRS permits alternative applications, applied on a basis consistent with past practice. To the Knowledge of the Sellers, as of the date for which they speak, such financial statements will not contain any material misstatements, except for misstatements that would not be reasonably expected to violate the materiality thresholds made applicable pursuant to the Degussa Reporting Standards.

5.14. Supplements to Schedules. From time to time up to the Closing Date, Sellers will supplement or amend the Disclosure Schedule with respect to any matter first existing or occurring after the Signing Date which, if existing or occurring at or prior to the Signing Date, (a) would have been required to be set forth or described in such Disclosure Schedule or (b) which is necessary to correct any information in such Disclosure Schedule which has been rendered inaccurate thereby. No supplement or amendment to any Disclosure Schedule will have any effect for the purpose of (x) the content of the representations and warranties made on the Signing Date, (y) the content of the representations and warranties made on the Closing Date (other than in the event of Purchasers' failure to terminate this Agreement under Section 10.1(c), in which case the representations and warranties qualified by such supplements or amendments to the Disclosure Schedule giving rise to a Purchasers' termination right under Section 10.1(c) shall be modified by such supplements or amendments) or (z) determining satisfaction of the conditions set forth in Sections 9.1(a) or 9.1(b).

5.15. Singapore Option Agreement. The Sellers shall use their best efforts to complete the exercise of the Singapore Option Agreement 2 prior to the Effective Date, including giving notice of the exercise to Purchasers no later than the second Business Day following the Signing Date. Upon the completion of such exercise, Proligo International shall own 100% of the Capital Securities of Proligo Singapore, and such ownership shall have been effected (a) by a share transfer form executed by the appropriate transferor and transferee and (b) by registration in the official book of members of Proligo Singapore (the *Singapore Option Exercise Completion*).

5.16. Insurance. Sellers or the Companies, as the case may be, shall maintain insurance policies for the Business effective through the Closing Date, which policies shall provide coverage in such amounts, with such deductibles and against such risk and loss, consistent in all respects with the insurance policies carried to date and set forth on Section 4.14 of the Disclosure Schedule. Such insurance policies maintained by Sellers shall name a Company as an additional insured. For the avoidance of doubt, amounts recoverable under the insurance policies referred to in this Section 5.16 shall reduce any recovery by a Purchaser Indemnified Party for any Loss (to the extent such Loss was otherwise one for which indemnification is available under this Agreement).

5.17. Landlord Estoppel Certificates. Sellers shall use their commercially reasonable efforts to obtain landlord estoppel certificates with respect to each Real Property Lease in each jurisdiction where such certificates customarily are sought.

5.18. Germany Employee. German Sellers may cause the pension obligations described on the attached Exhibit 5.18 to be transferred to Proligo Biochemie subject to the employee's consent. In such case, German Sellers shall make the payment to Proligo Biochemie described on Exhibit 5.18 as consideration for the assumption of such liability. Such payment shall not be regarded as Cash for purposes of calculating the Purchase Price under Section 2.2(a). If the employee does not consent to such transfer, then the current agreement between German Seller and Proligo Biochemie shall remain in place and continue after the Closing Date.

## 6. TERMINATION OF CASH POOLING AGREEMENTS

6.1. Obligation to Terminate the Cash Pooling Agreements. Sellers shall terminate the Cash Pooling Agreements on or prior to the Effective Date.

6.2. Cancellation; Repayment; Reduction in Cash. On or prior to the Effective Date:

(a) German Seller will repay all or parts of the amounts owing by German Seller under the CPA International to Proligo International, and shall cause Proligo International to provide Proligo Biochemie, Proligo France, Proligo Australia and/or Proligo Japan, as the case may be, with such amounts necessary to repay any amounts (including any interest accrued thereon) owing by the Companies to German Seller under the Cash Pooling Agreements.

(b) German Seller will cause the Companies (other than Proligo LLC) to repay any amounts owing by them under the Cash Pooling Agreements, including any interest accrued thereon, to German Seller.

(c) US Seller shall, in the discretion of US Seller, either contribute or forgive its accounts receivable under the CPA USA from Proligo LLC (including accrued and unpaid interest thereon).

(d) German Seller will cause the Companies to reduce the aggregate amount of cash on the Companies' books as of the Effective Date, other than at Proligo Singapore and Proligo Japan, to an amount not exceeding \$2,000,000. The Companies may pay one or more dividends as may be necessary to cause the foregoing reduction in these cash amounts, with such payments permitted pursuant to Section 5.2(b)(xix)(A).

6.3. Further Shareholder Loans. Any amounts extended as a loan by either Seller to any of the Companies after the termination of the Cash Pooling Agreements and prior to the Effective Date (including any accrued and unpaid interest thereon) shall be treated as Financial Indebtedness to the extent existing at the Effective Date and shall be paid by Purchasers to Sellers on behalf of the relevant Companies on the Closing Date as provided in Section 2.4(b) (the *Pre-Effective Date Shareholder Loans*).

## 7. INTERIM FINANCING FACILITY

7.1. To the extent Sellers provide any of the Companies with funds in accordance with Section 5.2(b)(iv) for any short-term financing needs of the Companies after the

Effective Date (the *Interim Financing Facility*), such funds shall be extended as a shareholder loan which shall bear interest at an annual rate of 6%. On the Closing Date, Purchasers shall pay on behalf of the relevant Companies, or shall cause the relevant Companies to pay, any amounts owing by any of the Companies under the Interim Financing Facility (including interest accrued thereunder) to Sellers pursuant to Section 2.4(b).

8. POST-CLOSING COVENANTS. The Parties agree as follows with respect to the period following the Closing:

8.1. Litigation Support.

(a) In the event that, and for so long as, any Seller is actively making, contesting or defending against any action, suit, proceeding, hearing, investigation, charge, complaint, claim or demand in connection with the Business, Purchasers shall cooperate with any such Seller and such Seller shall cooperate with Purchasers. Purchasers shall make available its and the Companies' personnel, and shall provide such testimony and access to its and the Companies' books and records during normal business hours as shall be reasonably requested by such Seller upon reasonable advance notice by Sellers and at Sellers' expense.

(b) Subject at all times to the provisions of Section 14.4 relating to right of an indemnifying Party to assume the defense of proceedings, in the event that, and for so long as, any Purchaser is actively making, contesting or defending against any action, suit, proceeding, hearing, investigation, charge, complaint, claim or demand in connection with the Business, Sellers shall cooperate with any such Purchaser and such Purchaser shall cooperate with Sellers. Sellers shall make available its personnel, and shall provide such testimony and access to its books and records during normal business hours as shall be reasonably requested by such Purchaser upon reasonable advance notice by Purchasers and at Purchasers' expense.

8.2. Credit Support Obligations. As of the Closing Date, Purchasers shall indemnify and hold harmless each Seller and each Sellers' Affiliates against Losses from all obligations and liabilities arising out of or in connection with the Guarantees and Additional Guarantees in accordance with the indemnification provisions of this Agreement.

8.3. *[Intentionally Omitted]*

8.4. Employee Benefit Plans.

(a) Following the Closing Date, Purchasers shall either continue in place the existing Employee Benefit Plans at each location or provide to employees who work for the Companies as of the Closing Date (the *Employees*), Employee Benefit Plans substantially similar to the Purchasers' Employee Benefit Plans in effect for similarly situated employees of Purchasers. In any event, such employee benefits shall comply with Applicable Law. The Purchasers shall recognize each Employee's service with the Seller or the Company (as the case may be) prior to the Closing Date as service with the applicable Purchaser in connection with any pension plan, 401(k) savings plan and Employee Benefit Plan (including vacations and holidays) maintained by the Purchasers in which such Employee participates and which is made available following the Closing Date by the Purchasers for purposes of any waiting period, vesting and eligibility, and shall cause all applicable Employee Benefit Plans, to the extent

permitted by the respective insurance company, to waive any preexisting condition, limitation, exclusion or waiting period for each Employee and their dependents, to the same extent such limitations, exclusions or waiting periods were satisfied, covered or waived under similar Seller or Company plans. The Purchasers shall also recognize each Employee's service with Seller or a Company prior to the Closing Date as service with the Purchasers in connection with the Purchaser's paid vacation policy. On or prior to the Closing Date, Sellers shall cause all U.S. Employees to cease participation in Employee Benefit Plans provided to Employees by Sellers' Affiliates. Nothing contained herein shall be construed as providing any current or future employee of the Companies, except as otherwise mandated by Applicable Law (i) any third party beneficiary rights or (ii) any right to continued employment or benefits during or following employment. Sellers shall retain liability under COBRA for any employee who terminates employment with Sellers or Sellers' Affiliates in connection with the transactions contemplated by this Agreement.

(b) If so requested by Purchasers, Sellers shall cause the 401(k) plan maintained by Proligo LLC to be terminated as of the day prior to the Closing Date or such other date as may be appropriate to ensure that the plan's assets may be distributed without affecting its qualified status.

(c) *[Intentionally Omitted]*

(d) German Seller will continue to provide security for old-age part time funds (*Altersteilzeitguthaben*) on behalf of Proligo Biochemie as required under the German Old Age Part Time Act (*Altersteilzeitgesetz*) as insolvency risk insurance for the employees of Proligo Biochemie up until June 30, 2005 (the *Old Age Security*). Purchasers shall procure that Proligo Biochemie or any of Purchaser's Affiliates shall install an appropriate insolvency risk insurance for Proligo Biochemie's employees on or prior to June 30, 2005 and shall provide German Seller with a documentation of such replacing security as required for German Seller to be released from its obligations under the Old Age Security (the *Purchaser Old Age Security*) at the latest ten (10) Business Days prior to June 30, 2005. Purchasers shall indemnify and hold harmless German Seller for all Losses related to its obligations under the Old Age Security following the Effective Date in accordance with the indemnification provisions of this Agreement.

(e) The six employees of Proligo Biochemie who are currently members of the Unterstützungskasse Degussa shall remain members in the Unterstützungskasse Degussa after the Closing Date, subject, however, to Proligo Biochemie and German Purchaser applying for such continued membership according to the terms of the Articles of Association of Unterstützungskasse Degussa. The German Seller shall consent and use its best efforts to obtain the consent of the board of Unterstützungskasse Degussa in accordance with § 2 (1) of the Articles of Association of Unterstützungskasse Degussa, and German Seller shall cause Proligo Biochemie to make such application before the Closing Date. In the event such consent is not obtained, German Seller shall pay to Proligo Biochemie an amount equal to the reserves accrued by Unterstützungskasse Degussa to provide for the pension of the relevant employees of Proligo Biochemie. Such payment shall not be regarded as Cash for purposes of calculating the Purchase Price under Section 2.2(a).

## 8.5. Employment Matters.

(a) The Companies have entered into employment and secondment agreements with the individual listed on Exhibit 8.5-1 and shall have the right to permanently hire such individual following the term of the secondment. The Sellers shall use their reasonable best efforts to cause the Companies to enter into a secondment agreement with the individual listed on Exhibit 8.5-2 for the period set forth next to such individual's name thereon, and shall, notwithstanding the foregoing, have the right to permanently hire such individual following the term of such secondment. The Sellers shall use commercially reasonable efforts to cause the Companies to enter into secondment agreements with the individuals listed on Exhibit 8.5-3 for the respective periods set forth next to each such person's name on Exhibit 8.5-3, with such secondments in each case contemplated by this Section 8.5(a) commencing on the Closing Date.

(b) Notwithstanding anything to the contrary in any employment or secondment agreements described in Section 8.5(a) above, neither Sellers nor any of its Affiliates shall interfere with Purchasers' or Companies' attempt to hire the individuals listed on Exhibit 8.5-1 and Exhibit 8.5-2, and Sellers shall terminate their employment arrangement with any such individual if such individual is hired by Purchasers or any of the Companies following the term of the secondment.

(c) During the term of such secondment arrangement, such Purchaser or Company shall pay the salary and benefits of such individual.

(d) If neither Purchasers nor any of the Companies enter into an employment arrangement with the individuals listed on Exhibit 8.5-1, Exhibit 8.5-2 and Exhibit 8.5-3 after the termination of the secondment, then after the end of the secondment periods set forth on each such respective Exhibit, neither Purchasers nor Companies shall have any further liability for continued employment or severance related to the termination thereof (other than to the extent Purchasers or the Companies modify the terms of any secondment or employment agreement or enter into any new agreement, in either case, with such individual after the Closing Date) to such individuals and Sellers will indemnify Purchasers and the Companies with respect to such further liability in accordance with the indemnification provisions of this Agreement.

## 8.6. Non-Competition; Non-Solicitation.

(a) For a period of three (3) years after the Closing Date with respect to the European Union and five (5) years after the Closing Date with respect to all other jurisdictions, no Seller shall and each Seller shall cause each of its controlled Affiliates not to, directly or indirectly, (i) engage in any business that competes with the Business as conducted by the Companies as of the date hereof without the prior written consent of Purchasers, or (ii) own an interest in, manage, or operate, any Person that directly competes with the Business as conducted by the Companies as of the date hereof, without the prior written consent of Purchasers; provided that for the purposes of this Section 8.6(a), (1) during the periods specified above, either Seller or a controlled Affiliate of either Seller may acquire a Person where such Person derives less than twenty percent (20%) of its gross revenue from the operation of a business that competes with the Business as conducted on the Signing Date so long as such

competing gross revenue is less than or equal to \$50,000,000.00 per annum and so long as within one year of the closing date of such acquisition, such Seller or controlled Affiliate of such Seller enters into an agreement for the divestiture of that portion of such acquired Person's business as is necessary in order to comply with the provisions of this Section following such divestiture and (2) ownership of Capital Securities having no more than five percent (5%) of the outstanding voting power of any Person shall not constitute a violation of this Section 8.6(a) (provided that if such ownership is greater than five percent (5%) of the voting power of such Person, but less than ten percent (10%), Sellers shall not be in violation of this Section 8.6(a) if Sellers shall have reasonably satisfied Purchasers that such ownership by Sellers is not with the purpose of changing or influencing the control of such Person.)

(b) For a period of two (2) years from the Closing Date, no Seller shall, and each Seller shall cause each of its subsidiaries not to, directly or indirectly, actively solicit for employment any Employee without the prior written consent of Purchasers (not to be unreasonably withheld, delayed or conditioned); provided that during such period, Sellers and their subsidiaries may employ any such Employee: (i) who initially contacts Sellers, (ii) who responds to any general advertisements or other forms of general solicitations for employment or (iii) whose employment is terminated by a Purchaser or by a Company after the Closing Date.

(c) Sellers shall, and agree to cause their Affiliates to, hold in confidence at all times after the date hereof all trade secrets related to the Business and other Confidential Information, and shall not disclose, publish or make use of any such trade secrets at any time after the date hereof without the prior written consent of Purchasers. Nothing in this Agreement shall diminish the rights of Purchasers regarding the protection of the trade secrets related to the Business and other Intellectual Property related to the Business pursuant to Applicable Law.

(d) Sellers acknowledge and understand that the provisions of this Section 8.6 are an integral part of their obligations hereunder and that Purchasers would not have entered into this Agreement absent the provisions of this Section 8.6 and hereby agree that any remedy under Applicable Law for any breach of the provisions contained in this Section 8.6 shall be inadequate and that Purchasers shall be entitled to injunctive relief in addition to any other remedy Purchasers might have under this Agreement.

(e) Notwithstanding the foregoing, this Section 8.6 shall not prohibit Raylo from manufacturing, distribution or sales activities with respect to oligonucleotides through large-scale chemical synthesis other than (i) for research purposes and (ii) in respect of custom-made oligonucleotides.

#### 8.7. Access and Information.

(a) Following the Closing, for so long as such information is retained by Purchasers, or any of the Companies (which shall be for a period of at least five (5) years), Purchasers shall permit Sellers and their authorized representatives to have reasonable access and duplicating rights during normal business hours, upon reasonable prior notice to Purchasers, to the books, records and personnel, including scientific records and notebooks, relating to the Business prior to the Closing Date, to the extent that such access may be reasonably required in

connection with (i) the preparation of Sellers' accounting records or with any audits, (ii) any suit, claim, action, proceeding or investigation relating to the Business, (iii) any regulatory filing or matter, (iv) any matters concerning the registration, prosecution or enforcement of, or other matters concerning, Intellectual Property, or (v) any other valid legal or business purpose of Sellers; provided that Sellers shall reimburse Purchasers promptly for all reasonable out-of-pocket costs and expenses incurred by Purchasers or the Companies in connection with any such request. Sellers shall be permitted to retain duplicate copies of records relating to Taxes, including Tax Returns and such other documents that would be helpful or necessary to refer to in connection with any Tax audit by the IRS or another Tax Authority.

(b) Following the Closing, Purchasers shall, and shall instruct its and the Companies' employees to, at Sellers' request, cooperate with Sellers as may be reasonably required in connection with the investigation and defense of any suit, claim, action, proceeding or investigation relating to the Business that is brought against any Seller or any of its respective Affiliates at any time after the Closing; provided that Sellers shall (subject to the provisions of Section 14.4) reimburse Purchasers promptly for all reasonable out-of-pocket costs and expenses incurred by Purchasers or the Companies in connection with any such request.

8.8. Singapore Option Exercise Completion. Sellers shall have demonstrated to Purchasers the Singapore Option Exercise Completion no later than one year following the Effective Date.

8.9. Further Assurances. At any time and from time to time on or after the Closing Date, at a Party's request and without further consideration, each of the other Parties hereto shall promptly execute and deliver all such further agreements, certificates, instruments and documents and perform such further actions as may be reasonably required in order to fully consummate the transactions contemplated by this Agreement, subject to Applicable Law.

## 9. CONDITIONS TO OBLIGATION TO CLOSE

9.1. Conditions to Purchasers' Obligation. Purchasers' obligation to consummate the transactions to be performed by it in connection with the Closing is subject to satisfaction or waiver of the following conditions:

(a) No Material Adverse Effect. No facts or circumstances shall have occurred or arisen since the date hereof that constitute a Material Adverse Effect (giving effect to, for the purposes of this Section 9.1(a), the proviso set forth in the definition thereof) unless, if the change or effect giving rise to such Material Adverse Effect relates to a matter other than the Intellectual Property of the Business, the Loss to be suffered or incurred by the Business (other than, for purposes of this Section 9.1(a), expenses of enforcement of obligations under this Agreement and legal fees and expenses incurred in connection with the investigation, defense and settlement thereof) in connection therewith is not reasonably expected to exceed \$2,900,000.

(b) Representations and Warranties. All representations and warranties made by Sellers in this Agreement shall have been true and correct in all material respects on and as of the date hereof and shall be true and correct in all material respects on and



as of the Closing Date with the same effect as if such representations and warranties had been made on and as of the Closing Date (unless qualified by materiality or the phrase “Material Adverse Effect,” in which case such representation shall be true and correct in all respects), except (i) to the extent of any change permitted by the terms of this Agreement or consented to by Purchasers or (ii) for breaches of representations and warranties on the Closing Date where the Loss to be suffered or incurred by the Business (other than, for purposes of this Section 9.1(b), expenses of enforcement of obligations under this Agreement and legal fees and expenses incurred in connection with the investigation, defense and settlement thereof) in connection therewith is not reasonably expected to exceed \$2,900,000 (provided that a breach of Section 4.10 shall not be subject to this Section 9.1(b)(ii)).

(c) Performance of Obligations by Sellers. Sellers shall have performed in all material respects all obligations required to be performed by them under this Agreement at or prior to the Closing Date.

(d) No Injunction. There shall not be any injunction, judgment, order, decree, ruling or Applicable Law in effect preventing consummation of any of the transactions contemplated by this Agreement.

(e) Waiting Periods. All applicable waiting periods (and any extensions thereof) under Antitrust Filing Requirements shall have expired or otherwise been terminated and the Parties and the Companies shall have received all other authorizations, consents, and approvals of Governmental Entities referred to on Sections 3.1(d)(i) and 4.3(a) of the Disclosure Schedule and consents of third parties, as set forth on Sections 3.1(d)(ii) and 4.3(b) of the Disclosure Schedule.

(f) Sellers’ Certificate. An authorized officer of each Seller shall have executed and delivered to Purchasers a certificate as to compliance with the conditions set forth in Section 9.1(a), (b) and (c).

(g) Cash Pooling Agreements. Sellers shall have terminated all Cash Pooling Agreements.

(h) Acquisition Agreement. Sellers shall have executed an Acquisition Agreement in the form of Exhibit 9.1(h) relating to the Holding Share (the *Acquisition Agreement*).

(i) Colorado Leases and Subleases. Sellers shall have delivered fully executed by all parties thereto the Colorado Leases Assignments and Colorado Subleases.

(j) DPLAs. German Seller shall have taken all steps necessary for the termination of the DPLA 1 and the DPLA 2 on or prior to the Closing Date, effective as of December 31, 2004.

(k) Singapore Option Agreement 2. Sellers shall have exercised the Singapore Option Agreement 2 and shall have fully paid the purchase price for the Option Shares (as defined in the Singapore Option Agreement 2) in accordance with the terms of the Singapore Option Agreement 2, and to the extent it has been completed, evidence thereof.

(l) New Jersey Warehouse. Upon Purchasers' request, Sellers shall execute a site use agreement with Purchasers with respect to the warehouse in New Jersey operated by US Seller and used by Proligo LLC on arm's length terms acceptable to Sellers.

(m) Releases. Sellers shall have delivered releases of liability with respect to each of Proligo International and Proligo LLC by the current directors and holders of Capital Securities of each such Company in respect of claims by any such Person in their capacity of shareholder or director, as applicable.

(n) Intellectual Property Fees. At Closing, Sellers shall deliver a list of all Intellectual Property registered in the name of any of the Companies or for which an application in the name of any of the Companies is currently pending, which is subject to any unpaid maintenance fees due within sixty (60) days after the Closing Date.

(o) Ancillary Documents. Sellers shall have delivered to Purchasers the following documents:

(i) the stock certificates representing all of the Capital Securities of each Company (except for the Shares, which shall be delivered pursuant to Section 2.4(a)), and it being agreed that such certificates may be delivered to agents of Purchasers located in the jurisdiction where such Company has its principal executive office in satisfaction of this condition), to the extent any such Capital Securities are evidenced by certificates;

(ii) evidence of the termination, as of the Closing Date, of those powers of attorney on behalf of the Company set forth on Section 4.11 of the Disclosure Schedule if and to the extent requested by Purchasers at least five (5) Business Days prior to Closing;

(iii) a certificate, dated as of the Closing Date, by the secretary or any assistant secretary (or any other officer, if no secretary or assistant secretary shall be then serving) of (A) each Seller as to the effectiveness of any board or shareholder resolutions of such Seller passed in connection with this Agreement and transactions contemplated hereby and (B) Proligo LLC and Proligo International as to the content of their Charter Documents as then in effect;

(iv) written evidence that all signatories to all of each Company's bank accounts, savings accounts and other accounts have been removed, to the extent requested by Purchasers and notified to Sellers at least five (5) Business Days prior to Closing;

(v) Charter Documents, organizational record books, minute books, stock books and corporate seals of each Company (it being agreed that any of the foregoing may be delivered to agents of Purchasers located in the jurisdiction where such Company has its principal executive office in satisfaction of this condition);

(vi) good standing certificates from the jurisdiction of organization (to the extent regularly available from such jurisdiction), for each of the Companies, dated within five (5) Business Days of the Closing Date;

(vii) to the extent requested in writing by Purchasers not later than five (5) Business Days prior to the Closing Date, resignations of the directors and officers of each Company as set forth on Section 4.21(a)(i)-(ii) of the Disclosure Schedule;

(viii) the signed secondment extension setting forth the terms of the extended secondment arrangement for the individual set forth on Exhibit 8.5-1; and

(ix) such other documents as may be reasonably required by Purchasers to convey the Shares to Purchasers.

Purchasers may waive any condition specified in this Section 9.1 if it executes a writing so stating at or prior to the Closing.

9.2. Conditions to Sellers' Obligation. Sellers' obligation to consummate the transactions to be performed by them in connection with the Closing is subject to satisfaction or waiver of the following conditions:

(a) Representations and Warranties. All representations and warranties made by Purchasers in this Agreement shall have been true and correct in all material respects on and as of the date hereof and shall be true and correct in all material respects on and as of the Closing Date with the same effect as if such representations and warranties had been made on and as of the Closing Date (unless qualified by materiality in which case such representation shall be true and correct in all respects), except to the extent of any change permitted by the terms of this Agreement or consented to by Sellers.

(b) Performance of Obligations by Purchasers. Purchasers shall have performed in all material respects all obligations required to be performed by them under this Agreement at or prior to the Closing Date.

(c) No Injunction. There shall not be any injunction, judgment, order, decree, ruling or Applicable Law in effect preventing consummation of any of the transactions contemplated by this Agreement.

(d) Waiting Periods. All applicable waiting periods (and any extensions thereof) under Antitrust Filing Requirements shall have expired or otherwise been terminated and the Parties and the Companies shall have received all other authorizations, consents, and approvals of Governmental Entities and consents of third parties referred to in Section 3.2(d) above.

(e) Purchasers' Certificate. An authorized officer of each Purchaser shall have executed and delivered to Sellers a certificate as to compliance with the conditions set forth in Section 9.2(a) and (b).

(f) Acquisition Agreements. Purchasers shall have executed the Acquisition Agreement.

(g) Ancillary Documents. Purchasers shall have delivered to Sellers the following documents:

(i) documents evidencing compliance with Section 2.4(b)(iii);

(ii) a certificate, dated as of the Closing Date, by the secretary or any assistant secretary of each Purchaser as to the effectiveness of any board or shareholder resolutions of such Purchaser passed in connection with this Agreement and transactions contemplated hereby; and

(iii) such other documents as may be reasonably required by Sellers to otherwise consummate the transactions contemplated by this Agreement.

Seller may waive any condition specified in this Section 9.2 if it executes a writing so stating at or prior to the Closing.

9.3. Frustration of Closing Conditions; Effect of Waivers of Closing Conditions.

(a) No Purchaser or Seller may rely on the failure of any condition set forth in this Section 9 to be satisfied if such failure was caused by such Party's failure to act in good faith or to use its reasonable best efforts to cause the Closing to occur, as required by Section 5.1.

(b) In the event that, prior to the Closing, the Sellers rightfully deliver any supplement or amendment to the Disclosure Schedule, which expressly sets forth a good faith determination that such supplement or amendment pursuant to Section 5.14 gives rise to a right of either Purchaser to terminate this Agreement pursuant to Section 10.1(c) and neither Purchaser elects to terminate this Agreement, the Purchasers shall be deemed to have waived any breach by Sellers of any representation or warranty contained in this Agreement to the extent so disclosed on the supplemented or amended Disclosure Schedule, and none of the Purchasers or any of their successors, assigns and Affiliates (including, with respect to the Purchasers following the Closing, the Companies) shall be entitled to be indemnified pursuant to this Agreement, to sue for damages or to assert any other right or remedy for any Losses so deemed waived, notwithstanding anything to the contrary contained herein or in any certificate delivered pursuant hereto.

## 10. TERMINATION

10.1. Termination of Agreement. This Agreement may be terminated as provided below.

(a) Purchasers and Sellers may terminate this Agreement by a written agreement executed by each Party at any time prior to the Closing.

(b) This Agreement may be terminated by either Purchaser (by giving written notice of such termination to Sellers) or by either Seller (by giving written notice of such termination to Purchasers), if the Closing shall not have occurred on or before the Outside Date; provided that the right to terminate this Agreement pursuant to this Section 10.1(b) shall not be available to any Party that has breached in any material respect its obligations under this Agreement in any manner that shall have been the cause of, or shall have resulted in, the failure of the Closing to occur on or prior to such date.

(c) Either Purchaser may terminate this Agreement following delivery by the Sellers of a supplemented or amended Disclosure Schedule pursuant to Section 5.14 where the Loss to be suffered or incurred by the Business with respect to any single matter (or series of related matters based on the same or substantially the same set of actions, inactions, facts or circumstances) so disclosed is designated in good faith by the Sellers in writing to be reasonably expected to exceed \$2,900,000 if: (i) the matters set forth on such supplemented or amended Disclosure Schedule have not been cured (such that such supplemented or amended Disclosure Schedule would no longer be required to be so delivered) on or prior to the tenth Business Day following delivery thereof; provided that such cure period should in no event extend the Outside Date and (ii) either Purchaser has provided notice to the Sellers of their election to terminate this Agreement on or prior to the tenth Business Day following the period specified in clause (i) above, it being agreed that the failure by Purchasers to exercise their right to terminate this Agreement pursuant to this Section 10.1(c) shall operate as a waiver of the conditions to Closing set forth in Section 9.1(a) and Section 9.1(b) in respect of (but solely in respect of) the matters expressly disclosed on the supplemented or amended Disclosure Schedule.

(d) Either of Purchasers (on the one hand) or Sellers (on the other hand) may terminate this Agreement if (i) there shall have been a material breach of any of the representations, warranties, agreements or covenants set forth in this Agreement on the part of Sellers (in the event of termination by Purchasers) or on the part of Purchasers (in the event of termination by Sellers), (ii) such breach has not been waived by the terminating Party and (iii) such breach has not been cured within thirty (30) days following the terminating Party's written notice to the breaching Party of such breach (provided that the termination right set forth in this Section 10.1(e) shall not be available to any Party that is in material breach of any representation, warranty, covenant or other agreement contained herein).

10.2. In the event of termination by a Party pursuant to this Section 10, written notice thereof shall forthwith be given to the other Parties and the transactions contemplated by this Agreement shall be terminated, without further action by any Party. If the transactions contemplated by this Agreement are terminated as provided herein:

(a) Purchasers shall return all documents and other data, information and material received from any Seller or Company (or any Affiliate of either) relating to the transactions contemplated hereby; and

(b) All Confidential Information received by Purchasers with respect to the Business and the operations of the Companies shall be treated in accordance with the

Confidentiality Agreement, which shall remain in full force and effect notwithstanding the termination of this Agreement.

10.3. If this Agreement is terminated and the transactions contemplated hereby are abandoned as described in this Section 10, this Agreement shall become null and void and of no further force and effect, except for the provisions of this Section 10, Sections 15.1, 15.2 (together with the other provisions of this Agreement that refer to such Sections), and Section 16, provided, however, that if this Agreement is terminated by a party because of a breach of the Agreement by the other party or because one or more of the conditions to the terminating party's obligations under this Agreement is not satisfied as a result of the other party's failure to comply with its obligations under this Agreement, the terminating party's right to pursue all legal remedies (including indemnification rights under Section 11, Section 12, Section 13 and Section 14 of this Agreement) will survive such termination unimpaired.

## 11. INDEMNIFICATION

11.1. Indemnification by Sellers. From and after the Closing, Sellers shall (on a joint and several basis) indemnify Purchasers and their officers, directors, employees, agents and Affiliates (collectively, *Purchasers Indemnified Parties*) against, and shall hold each of them harmless from, any liability, direct loss, claim, damage (including consequential damages) or expense, including expenses of enforcement of obligations under this Agreement and reasonable legal fees and expenses incurred in connection with the investigation, defense and settlement thereof, but excluding exemplary, special and punitive damages (each a *Loss*, and collectively, *Losses*), incurred or suffered by any of them arising out of (a) any breach of any representation or warranty of a Seller contained in this Agreement or any certificates or documents delivered in connection with the Closing, (b) any breach of any covenant of a Seller contained in this Agreement or (c) any of the matters set forth on Exhibit 11.1. The provisions of this Section 11.1 shall be subject to the limitations and other matters set forth in Section 14 as provided therein.

11.2. Indemnification by Purchasers. From and after the Closing, Purchasers shall (on a joint and several basis) indemnify Sellers and their respective officers, directors, employees, agents and Affiliates (collectively, the *Seller Indemnified Parties*; in this Agreement, the term *Indemnified Party* shall mean any Purchasers Indemnified Party or any Seller Indemnified Party, as applicable) against, and shall hold each of them harmless from any Loss incurred or suffered by any of them arising out of any breach of any representation or warranty of Purchasers contained in this Agreement, any breach of any covenant of Purchasers contained in this Agreement, any obligations or liabilities arising out of or in connection with the Guarantees as provided in Section 8.2 and any Losses arising in connection with the conduct of the Business (including with respect to any Environmental Matter), and the amounts reserved on the Financial Statements in respect of the matters set forth on Exhibit 11.1 to the extent that, upon final resolution of such matters, such amounts so reserved exceed the Losses in respect thereof.

## 12. TAX INDEMNIFICATION

12.1. From and after the Closing, Sellers shall (on a joint and several basis) indemnify Purchasers Indemnified Parties against, and shall hold each of them harmless from,

(a) at such time as they are finally determined to be due and payable, any and all Taxes that: (i) are imposed under Applicable Law, (ii) relate to the Companies for periods or portions thereof ending on or before the Effective Date, and (iii) are not otherwise included in Indebtedness; and

(b) any and all Taxes or liabilities for Taxes of any Person (other than the Companies) imposed on any of the Companies as a transferee or successor, by contract or pursuant to Applicable Law, which Taxes arise in respect of and as a consequence of an event or transaction occurring on or before the Effective Date (it being agreed that if such event or transaction is deemed to have occurred on or before the Effective Date as a result of any act undertaken by the Purchasers Indemnified Parties (including any Company from the Closing Date) after the Closing Date. Sellers shall have no liability to indemnify Purchasers Indemnified Parties against any such Tax or liability for Taxes); and

(c) any and all Taxes or liabilities for Taxes resulting from or relating to the payment, receipt or other satisfaction of any Intercompany indebtedness, including but not limited to the Cash Pooling Agreements, Pre-Effective Date Shareholder Loans and Interim Financing Facility; and

(d) any and all Losses, Taxes or liabilities for Taxes resulting from a breach of a representation or warranty under Section 4.9; provided, however, that Sellers shall have no liability to indemnify Purchasers Indemnified Parties against any such Loss, Tax or liability for Tax that is directly attributable to the unavailability of, non-existence of or inability to use or otherwise derive a Tax Benefit from a Tax attribute of any Company in any Tax period (or portion thereof, in the case of a Tax period that includes, but does not end on the Effective Date) ending after the Effective Date; and

(e) without duplication, any and all Losses attributable to Section 12.1(a) through Section 12.1(c).

### 12.2.

(a) Sellers shall not be required to indemnify any Purchasers Indemnified Party and shall have no liability under this Section 12 for Taxes in an amount and to the extent Purchasers or any of their Affiliates (including the Companies) receive payment for such Taxes as a result of any indemnity, contribution or similar payment from any third party with respect thereto, it being understood that any of the Purchaser, the Companies or their respective Affiliates shall be obligated to assert such right of indemnification or contribution from any third party at the expense of Sellers only to the extent of their actual knowledge of such right without independent investigation thereof;

(b) if and when the Companies or their Affiliates receive within five (5) years after the Effective Date any Tax Benefit as the result of an adjustment or payment

giving rise to a claim for indemnification of Taxes, then any claim for indemnification under this Section 12 by any Purchasers Indemnified Party shall be reduced by any such Tax Benefit, including Tax Benefits after the Effective Date resulting from the lengthening of any amortization or depreciation periods, higher depreciation allowances or carry forwards of losses or deductions with respect to such adjustment or payment; and

(c) Sellers shall not be required to indemnify any Purchasers Indemnified Party, and shall have no liability under this Section 12, with respect to any Tax liabilities attributable to Tax periods (or portions thereof, in the case of a Tax period that includes, but does not end on the Effective Date) ending on or before the Effective Date resulting from any change in the accounting and taxation principles or practices of the Companies (including methods of submitting Tax Returns) or other Tax election introduced after the Effective Date or triggered by actions, declarations or any other means effected by Purchasers, the Companies or any other Purchasers Indemnified Party after the Effective Date, except if required under Applicable Law.

12.3. Except with respect to the VAT Receivables or any refund of Tax directly attributable to a Tax item arising in a Tax period ending after the Effective Date, Sellers shall be entitled to any refunds of Taxes relating to the Business that are received by Purchasers, any of the Companies or any of their respective Affiliates and that are attributable to any Tax period ending on or before the Effective Date, such refunds of Taxes becoming due and payable ten (10) Business Days after receipt (whether such receipt is by means of refund, credit or set-off) of such Tax refund by Purchasers or such Company or such Purchasers' Affiliate, as the case may be.

12.4. Except as otherwise provided in this Agreement, Purchasers shall (on a joint and several basis) indemnify the Seller Indemnified Parties against, and shall hold each of them harmless from, any and all Taxes imposed on or paid by Sellers relating to any Taxes payable by the Companies for any Tax periods ending after the Effective Date.

12.5. In respect of the preparation of Tax Returns the following provisions shall apply:

(a) Sellers shall prepare in manner consistent with prior practice and file (or cause the Companies to file) all Tax Returns that (i) are due to be filed by Sellers or by the Companies on or before the Closing Date, (ii) relate to Tax periods ending prior to the Effective Date or (iii) are filed on a consolidated, combined or unitary basis and that include the Companies for Tax periods ending on or before the Closing Date; and Purchasers shall prepare and file (or cause the Companies to file) all Tax Returns other than those referred to in the preceding sub-paragraph.

(b) Sellers shall have the right to review and comment on any Tax Return to be filed by Purchasers relating to a Tax period beginning before and ending after the Effective Date and Purchasers shall provide copies of every such Tax Return to Sellers not later than sixty (60) days prior to the relevant due date of such Tax Return.



(c) With respect to any Tax Return to be filed by Purchasers for Tax periods commencing prior to and ending after the Effective Date, Sellers shall pay to Purchasers no later than ten (10) Business Days prior to the due date of such Tax Return an amount equal to its share of the Tax liability for such Tax period determined by treating the Effective Date as the close of a short taxable year beginning on the first day of the relevant Tax period and ending on the Effective Date (excluding any extraordinary transactions effected by Purchasers on the Effective Date). For avoidance of doubt, Purchasers shall be liable for and shall pay the balance of the total Tax liability for such Tax period and shall hold Sellers harmless to the extent Purchasers fail to timely remit to the relevant Tax Authority or other Governmental Entity in full the Tax payment made by Sellers.

12.6. All Transfer Taxes applicable to the transfer of the Shares shall be paid by Purchasers; provided that (i) Sellers shall, at their own expense and if required by Applicable Law, prepare and file all necessary Tax Returns and other documentation with respect to Transfer Taxes, and shall remit to the applicable Tax Authority any Transfer Tax shown as due upon receipt of such Transfer Tax from Purchasers and, if required by Applicable Law, Purchasers shall, and shall cause their respective Affiliates to, join in the execution of any such Tax Returns and other documentation and (ii) Purchasers shall prepare and file, at their own expense, all necessary Tax Returns and other documentation with respect to any such Transfer Tax for which they are responsible to prepare and file the Tax Return under Applicable Law. Each Party shall use its commercially reasonable efforts to avail itself of any available exemptions from any such Transfer Taxes, and to cooperate with all reasonable requests of the other Parties in providing any information and documentation that may be necessary to obtain such exemptions.

12.7. Any amended Tax Return or claim for Tax refund for any Tax period ending after the Effective Date shall be filed, or caused to be filed, only by Purchasers, who shall not be obligated to make (or cause to be made) such filing. Purchasers may only file, or cause to be filed, any amended Tax Return or claim for Tax refund for any Tax period ending after the Effective Date or make any Tax election after the Effective Date to the extent that such filing or election, if accepted, does not change the Tax liability of Seller for Tax period ending on or before the Effective Date, except if required under Applicable Law.

12.8. The Parties agree to fully cooperate (at each Party's own expense) as and to the extent reasonably requested by the other in connection with any matter relating to Taxes including the preparation and filing of any Tax Return, conduct of any audit, investigation or contest. Such cooperation shall include providing or making available all relevant books, records and documentation and the assistance of officers and employees. Purchasers agree to retain all books, records and documentation relating to the Companies that may be relevant in connection with any audit or investigation for which Sellers may be responsible hereunder until the expiration of any applicable statute of limitation. After the Closing Date, Purchasers shall cause their respective Affiliates and the Companies to furnish at the Sellers' expense to Sellers as Sellers may reasonably request all such information as is necessary for Sellers to prepare any Tax Return required to be filed after the Closing Date, consistent with prior practices of Sellers. Purchasers shall inform Sellers as soon as practicable (and shall keep Sellers so informed on a current basis) regarding the commencement of any audit or other proceeding which may give rise to a claim under this Section 12.

12.9. In addition to the provisions relating to indemnification for Tax matters contained in this Section 12, in the event that Purchasers, any Company or any other Affiliate of Purchasers is entitled to obtain any Tax Benefit from and after the Effective Date associated with the use of net operating losses available as a deduction or other allowance for German Tax, relating to the Business or any Company and arising prior to the Effective Date (determined without regard to any portion of a Tax period beginning before and ending after the Effective Date), the Parties agree that Purchasers shall pay to the German Seller an amount equal to 50% of all such Tax Benefits so obtained by Purchasers, any Company or any other Affiliate of Purchasers. Such amount shall be due and payable to the German Seller ten (10) Business Days after receipt (whether such receipt is by means of refund, credit or set-off) by Purchasers, any Company or any other Affiliate of Purchasers. From the Closing Date through the date that such net operating losses are no longer capable of being utilized by Purchasers, any Company or any other Affiliate of Purchasers, Purchasers agree to (i) notify the German Seller that Purchasers, any Company or any other Affiliate of Purchasers expects to, in the most recently completed Tax Period, utilize such net operating losses, (ii) to the extent related to the net operating losses contemplated in this Section 12.9, provide copies of all Tax Returns and statements (including any related or supporting information with respect to any of the foregoing), filed with any Tax Authority in connection with the determination, assessment, collection or administration of any Taxes, not later than sixty (60) days following the date of filing therewith, (iii) report to the German Seller in respect of the status of all available net operating losses, not later than thirty (30) days following the end of each Tax Period of the Companies and (iv) provide a mutually agreed upon third-party auditor with access (at mutually agreeable times and locations) to Purchasers' and the Companies' books and records, and appropriate employees, as shall be required to evidence compliance with the provisions hereof. It being understood, however, that Purchasers shall, notwithstanding the foregoing, have no obligation to utilize any such net operating losses. Furthermore, Purchasers shall not be prohibited from taking any actions that may prejudice or prevent the use of such net operating losses, including any restructuring, sale, disposition, investment, discontinuance of business, recapitalization or sale of assets or stock.

12.10. All Tax indemnity, Tax funding, Tax sharing or Tax allocation agreement or arrangement with respect to or involving the Companies shall have been terminated as of or prior to the Effective Date.

12.11. Purchasers and each other Purchasers Indemnified Party acknowledge that this Section 12 is the sole provision governing Tax indemnities therefore under this Agreement.

12.12. The provisions of this Section 12 shall be subject to the limitations and other matters set forth in Section 14 as provided therein. Purchasers acknowledge their (and each other Purchasers Indemnified Party's) sole and exclusive remedy after the Closing with respect to any and all claims relating to Taxes contemplated by this Agreement and the other transactions contemplated hereby, the Business, any Company and their respective assets and liabilities shall be pursuant to the indemnification provisions set forth in this Section 12. In furtherance of the foregoing, each Purchaser (on its own behalf and on behalf of each other Purchasers Indemnified Party) and each Company hereby waives, from and after the Closing, to the fullest extent permitted under Applicable Law, any and all rights, claims and causes of action it may have against any Seller relating to Taxes and related Losses arising under or based upon

this Agreement, any document, instrument, agreement or certificate delivered in connection herewith, any Applicable Law or otherwise, except pursuant to the indemnification provisions set forth in this Section 12; provided that the foregoing shall not be deemed a waiver by any Party of its rights to (i) specific performance, injunctive or other equitable relief (to the extent available) or (ii) any right or remedy arising by reason of any claim sounding in fraud.

### 13. ENVIRONMENTAL INDEMNIFICATION

13.1. From and after the Closing, Sellers shall (on a joint and several basis) indemnify Purchasers Indemnified Parties against, and shall hold each of them harmless from, all Environmental Liabilities resulting from (i) any final and enforceable order, decree or demand issued by any Governmental Entity (including any final and non-appealable judgment of a court, tribunal or other arbitral body in connection with a claim made by a Person other than a Governmental Entity), (ii) a bona fide threat to well being or health or (iii) a breach of any representation made in Section 4.27 hereof.

13.2. The terms Environmental Liabilities, Existing Environmental Condition, Environmental Laws, Hazardous Materials and Environmental Matters shall each have the following meaning:

(a) *Environmental Laws* means all Applicable Law relating to Environmental Matters and applicable as at the Effective Date in the respective jurisdiction in which the respective Company operates.

(b) *Environmental Liabilities* means all Losses incurred by any of the Companies in connection with:

- (i) a breach of any representation made in Section 4.27 hereof;
- (ii) the investigation in connection with or in anticipation of a remedy of an Existing Environmental Condition;
- (iii) a clean up within the meaning of section 2 para. 7 of the German Federal Soil Protection Act or any other applicable Environmental Laws relating in each case to an Existing Environmental Condition;
- (iv) securing measures or protective containment pursuant to section 4 para. 3 of the German Federal Soil Protection Act or applicable Environmental Laws relating in each case to an Existing Environmental Condition; or
- (v) measures to eliminate, reduce or otherwise remedy a bona fide threat to well being or health resulting from an Existing Environmental Condition.

(c) *Environmental Matters* means any matter relating to hazardous or toxic substances, waste treatment, storage or disposal, pollution, or contamination or protection of human or public health or the environment, including air, soil, ground water, surface water or land surface.

(d) *Existing Environmental Condition* means (i) the pollution or contamination of the soil within the meaning of section 2 para. 3 of the German Federal Soil Protection Act (or, outside Germany, any comparable and applicable Environmental Laws) of the Real Property; (ii) the presence of Hazardous Materials in the groundwater beneath the Real Property or (iii) the disposal or release of any Hazardous Materials used, generated or stored by the Companies at, from, or to any offsite location including, but not limited to, sites formerly owned and/or operated by any of the Companies; provided that in each case such Existing Environmental Condition existed at, or prior to, the Effective Date.

(e) *Hazardous Materials* means any pollutants, contaminants, toxic or hazardous substances that are relevant under or referred to in the applicable Environmental Laws and that cause a danger to public health, the environment or public safety.

13.3. The provisions of this Section 13 shall be subject to the limitations and other matters set forth in Section 14 as provided therein.

13.4. Sellers shall not be required to indemnify and hold harmless Purchasers Indemnified Parties if and to the extent the Environmental Liability:

(a) is incurred as a consequence after the Closing Date of (A) grossly negligent omissions to take actions required to be taken by the Companies under the Applicable Law relating to Environmental Matters and applicable at the time when the respective Environmental Liability was incurred or (B) any grossly negligent act or omission of an employee or other representative of, or service provider to, the Companies after the Closing Date;

(b) results from any failure to take reasonably required measures under the circumstances to minimize risks or to apply reasonably required environmental and safety standards which, in each case, should reasonably have been taken after the Closing Date;

(c) results from the enactment of any new, or the change in any existing, Environmental Law after the Closing Date; or

(d) results from the failure to comply with the procedures set forth in Section 13.6, unless Sellers were not prejudiced by such failure to comply.

13.5. With regard to Real Property which (i) has been acquired by any of the Companies from a third party or which (ii) is owned by a Company which has been acquired by its current shareholders or partners from a third party (any third party described in (i) and (ii) above herein being referred to as *Real Estate Vendor*) under any real estate purchase agreements or share or partnership interest purchase agreements (collectively the *Real Estate Purchase Agreements*), the obligation to indemnify and hold harmless Purchasers Indemnified Parties pursuant to this Section 13 shall further only apply if and to the extent that Purchasers or the Company concerned (A) shall have sought indemnification from the respective Real Estate Vendor under the respective Real Estate Purchase Agreement (to the extent such indemnification is available after Closing) and (B) after exhaustion of all remedies and legal steps reasonably to be taken, no indemnification or other remedy under the respective Real Estate Purchase Agreement could be obtained by Purchasers or the Company concerned.

13.6. In addition to the notice requirements of Section 14.4(a) applicable to indemnification under this Section 13 pursuant to Section 13.3, if Purchasers become aware of any circumstances which might give rise to an Environmental Liability of Sellers under this Section 13, Purchasers shall inform Sellers in writing thereof as promptly as practicable and any investigation and/or clean-up measures shall be conducted in consultation with Sellers and Purchasers and their respective agents and consultants. Sellers shall be given access at their own expense to the Real Property and the books and records of Purchasers (or its successor, as the case may be) to the extent that such access is reasonably necessary to assess whether any Environmental Liability is incurred. Purchasers shall ensure that for as long as Sellers may be required to provide indemnification pursuant to this Section 13, copies of all documents relating to the Real Property which, as of the Effective Date, are in the possession of the Companies will be kept available for inspection by Sellers at the premises of the Companies upon Sellers' reasonable request.

13.7. In addition to the provisions of Section 14.4(a) that are applicable to this Section 13 pursuant to Section 13.3, Purchasers shall ensure that Sellers are given all opportunities to defend or avoid (at their sole expense) any claims which might give rise to any Environmental Liabilities. In particular, Sellers shall be given an opportunity to comment on, participate in and review any reports on relevant investigations, reports, correspondence, orders or other measures which may with reasonable likelihood, give rise to an Environmental Liability and Purchasers shall ensure that Sellers receive, without undue delay copies of all such documents. Purchasers shall ensure that, upon the request of Sellers, objections are filed and legal proceedings instituted and conducted against any orders and judgments in accordance with Sellers' direction and at Sellers' expense, as described in more detail in Section 14.4(a).

13.8. The provisions of section 24, para. 2 of the German Federal Soil Protection Act shall not apply among Sellers and Purchasers, and Purchasers agree that in any sale or other disposal of all or any portion of the Real Property after the Closing Date, the purchaser in such transaction shall accept such restriction of liability of Sellers, and that section 24 para. 2 of the German Federal Soil Protection Act shall not apply against Sellers.

13.9. Purchasers acknowledge their (and each other Purchasers Indemnified Party's) sole and exclusive remedy after the Closing with respect to any and all claims relating to Environmental Liabilities contemplated by this Agreement and the other transactions contemplated hereby, the Business, any Company and their respective assets and liabilities shall be pursuant to the indemnification provisions set forth in this Section 13. In furtherance of the foregoing, each Purchaser (on its own behalf and on behalf of each other Purchasers Indemnified Party) and each Company hereby waives, from and after the Closing, to the fullest extent permitted under Applicable Law, any and all rights, claims and causes of action it may have against any Seller relating to Environmental Liabilities or Environmental Matters arising under or based upon this Agreement, any document, instrument, agreement or certificate delivered in connection herewith, any Applicable Law or otherwise, except pursuant to the indemnification provisions set forth in this Section 13; provided that the foregoing shall not be deemed a waiver by any Party of its rights to (i) specific performance, injunctive or other equitable relief (to the extent available) or (ii) any right or remedy arising by reason of any claim sounding in fraud.

14. INDEMNIFICATION LIMITATIONS AND EXCLUSIONS; SURVIVAL; PROCEDURES

14.1. Limits on Indemnification by Sellers.

(a) Sellers shall not be required to indemnify any Purchasers Indemnified Party, and shall not have any liability, under Section 11.1(a), Section 11.1(c), Section 12 or Section 13 (this Section 14.1 not being applicable to Losses indemnified under Section 11.1(b) and Sellers shall indemnify any Purchasers Indemnified Party with respect to claims for any such Losses under Section 11.1(b) without limitation in this Section 14.1):

(i) for any individual items where the Loss relating thereto is less than \$58,000 (*DeMinimis Claims*), and such items shall not be included for purposes of Section 14.1(a)(ii); provided that, (A) for the avoidance of doubt, whenever multiple situations exist that give rise to a Loss or Losses based on the same or substantially the same set of actions, inactions, facts or circumstances, such multiple situations shall be aggregated to constitute a single “individual item” for purposes of the preceding clause (for example, the failure to withhold taxes for all employees would not constitute a separate item for each employee, but would be deemed a single individual item giving rise to a single Loss in the aggregate amount of all such failures) and (B) this Section 14.1(a)(i) shall not apply to Losses indemnified under Section 11.1(c);

(ii) unless the aggregate amount, excluding DeMinimis Claims, of all Losses for which Sellers would, but for this Section 14.1(a)(ii), be liable exceeds \$870,000 (the *Minimum Amount*), and then only to the extent of any such excess above the Minimum Amount (provided that Losses subject to indemnification pursuant Section 12 (Tax Indemnification) and Losses indemnified under Section 11.1(c) shall not be subject to the limitation contained in this Section 14.1(a)(ii) and Sellers shall indemnify any Purchasers Indemnified Party with respect to such claims without respect to any Minimum Amount);

(iii) in (A) an amount in excess of the Purchase Price for the aggregate of all (I) Losses subject to indemnification pursuant to Section 11 which arise out of any breach of Section 4.10 (Intellectual Property), Section 4.20 (Employee Benefit Plans) or Section 4.37 (Foreign Operations and Export Control), (II) Losses subject to indemnification pursuant to Section 12 (Tax Indemnification), and (III) Losses subject to indemnification pursuant to Section 13 (Environmental Indemnification), and (B) in an aggregate amount in excess of \$11,600,000 for all other Losses; provided that Losses arising out of any breach of Section 3.1(a), 3.1(b) and 3.1(e), Section 4.1, Section 4.4, Section 4.5 and Section 4.6 shall not be subject to the limitations contained in this Section 14.1(a)(iii) and Sellers shall indemnify any Purchasers Indemnified Party with respect to claims for any such Losses under Section 11 without limit; and

(iv) in respect of the matters set forth in Section 11.1(c) except to the extent that the Losses in connection therewith exceed the amounts reserved for such matters on the Financial Statements, and such Losses that exceed the amounts so reserved shall be indemnifiable hereunder as set forth herein.

(b) Each Purchaser acknowledges that its (and each other Purchasers Indemnified Party's) sole and exclusive remedy after the Closing with respect to any and all claims relating to this Agreement and the other transactions contemplated hereby, the Business, any Company and their respective assets and liabilities shall be pursuant to the indemnification provisions set forth in Section 11, Section 12 or Section 13 (as applicable) and this Section 14. In furtherance of the foregoing, each Purchaser (on its own behalf and on behalf of each Purchasers Indemnified Party) and each Company hereby waives, from and after the Closing, to the fullest extent permitted under Applicable Law, any and all rights, claims and causes of action it may have against any Seller arising under or based upon this Agreement, any document, instrument, agreement or certificate delivered in connection herewith, any Applicable Law or otherwise, except pursuant to the indemnification provisions set forth in Section 11, Section 12 or Section 13 (as applicable) and this Section 14; provided that neither the foregoing two sentences nor any other provision in this Agreement shall be deemed a waiver by any Party of specific performance, injunctive or other equitable relief or any right or remedy arising by reason of any claim sounding in fraud.

(c) Neither Purchasers nor any Purchasers Indemnified Party shall be entitled to indemnification under Sections 11, 12, 13 or 14 for any Losses or any indemnified Taxes to the extent that the Purchase Price has actually been adjusted pursuant to any provision of this Agreement in respect of such Losses or such indemnified Taxes. Without limiting the generality of the foregoing, the Parties agree that, if Purchasers have received a \$600,000 reduction in Purchase Price due to the Sellers' failure to effect the Singapore Option Exercise Completion, then any Loss otherwise indemnifiable hereunder related to Sellers' obligations in respect of the Singapore Option Exercise Completion under this Agreement shall be reduced by \$600,000.

#### 14.2. Calculation of Losses; Certain Exclusions.

(a) The amount of any Loss for which indemnification is provided under Section 11, Section 12 or Section 13 (as applicable) and this Section 14:

(i) shall be calculated after giving effect to any related Tax Benefit, and amounts actually recovered or recoverable by the Indemnified Party under any insurance policies or from any other third party with respect to such Loss; and

(ii) shall be reduced by any other net benefit (including any financial savings or other advantages) that either Purchaser or, following the Closing, any Company, shall have received in connection with such Loss.

(b) No Purchasers Indemnified Party shall be entitled to recover, and no Loss suffered by a Purchasers Indemnified Party shall include and Sellers shall not be liable to a Purchasers Indemnified Party in the event and to the extent that the Loss relates, directly or indirectly, to (it being agreed that in the event of any inconsistency between this Section 14.2(b) (on the one hand) and Section 12 or Section 13 (on the other hand) the provisions of Section 12 or Section 13, as the case may be, shall prevail):

(i) any matter that has been booked as a liability in the Financial Statements (excluding in the notes thereto);

(ii) a failure of Purchasers or, following the Closing, the Companies, to mitigate damages;

(iii) the passing of, or any change in, after the Closing Date, Applicable Law, including any increase in the rates of Taxes or any imposition of Taxes or any withdrawal or relief from Taxes not actually (or prospectively) in effect at the Closing Date; and

(iv) any action taken by Purchasers or the Companies after the Closing Date.

(c) No Seller Indemnified Party shall be entitled to recover, and no Loss suffered by a Seller Indemnified Party shall include, under any circumstances, and neither Purchaser shall be liable to a Seller Indemnified Party in the event that the Loss relates, directly or indirectly, to (it being agreed that in the event of any inconsistency between this Section 14.2(c) (on the one hand) and Section 12 or Section 13 (on the other hand) the provisions of Section 12 or Section 13, as the case may be, shall prevail):

(i) a failure of a Seller to mitigate damages;

(ii) the passing of, or any change in, after the Closing Date, Applicable Law, including any increase in the rates of Taxes or any imposition of Taxes or any withdrawal or relief from Taxes not actually (or prospectively) in effect at the Closing Date; and

(iii) any action taken by a Seller after the Closing Date.

(d) The Sellers expressly acknowledge that, other than the information contained herein, including the Disclosure Schedule, the information made available to the Purchasers and their counsel prior to the execution of this Agreement, and any knowledge that the Purchasers have or could have obtained in respect of the Companies or the Business, has solely been provided and obtained to provide comfort and to assist the Purchasers in their decision whether or not to enter into this Agreement. Other than the information contained herein, including the Disclosure Schedule, such information and knowledge in no way affect or limit the representations, warranties, covenants or any other obligations undertaken by the Sellers herein, or Purchasers' right to indemnification hereunder, and the Parties agree that the exclusive admissible and valid disclosure against each such representation and warranty is the disclosure made in the respective sections of the Disclosure Schedule.

14.3. Survival; Termination of Indemnification. The representations, warranties, covenants and agreements contained in this Agreement and in any other agreement, instrument, certificate or other document delivered in connection herewith shall survive the Closing (but solely for purposes of Section 11, Section 12 or Section 13 (as applicable), and this Section 14), and the obligations to indemnify and hold harmless any Indemnified Party shall terminate and be time-barred from and after:



(a) the tenth (10<sup>th</sup>) anniversary of the Closing Date in respect of Losses arising out of any breach of Section 4.10 or Section 4.27 or Losses subject to indemnification pursuant to Section 13;

(b) the third (3<sup>rd</sup>) anniversary of the Closing Date in respect of Losses arising out of any breach of Section 4.37;

(c) the third (3<sup>rd</sup>) month following the expiration of the applicable statute of limitations in respect of Losses subject to indemnification pursuant to Section 12 (including any extensions or tollings thereof); and

(d) the second (2<sup>nd</sup>) anniversary of the Closing Date in respect of any other Loss;

provided that: (A) claims for Losses arising out of any breach of the representations and warranties set forth in Section 3.1(a), (b) and (e), Section 4.1, Section 4.4, Section 4.5 and Section 4.6 shall survive indefinitely; (B) claims for Losses indemnified under Section 11.1(b) shall, to the extent the applicable covenant requires performance following the Closing Date, survive until the later of (I) the second (2<sup>nd</sup>) anniversary of the Closing Date or (II) the date that is one year following the date on which such covenant is required to be fully performed or fulfilled; and (C) claims for Losses indemnified under Section 11.1(c) shall survive for the period indicated on Exhibit 11.1.

Notwithstanding the foregoing, the indemnification obligations hereunder shall not terminate with respect to any matter with respect to which an Indemnified Person shall have, before the expiration of the applicable period, previously made a claim by delivering notice of such claim in all respects in accordance with the provisions of this Agreement, to the Party providing indemnification.

#### 14.4. Indemnification Procedures.

(a) In order for an Indemnified Party to be entitled to any indemnification provided for under Sections 11, 12 and 13 in respect of, arising out of or involving a claim made by any Person (including any claim made by any Governmental Entity) against an Indemnified Party (a *Third Party Claim*), such Indemnified Party must notify the indemnifying Party in writing (and specifying the Third Party Claim in as much detail as is reasonably practicable under the circumstances) of the Third Party Claim within thirty (30) Business Days after receipt by such Indemnified Party of notice of the Third Party Claim; provided that failure to give such notification within such time period shall not affect the indemnification rights of an Indemnified Party hereunder except to the extent the indemnifying Party shall have been prejudiced as a result of such failure (except that the indemnifying Party shall not be liable for any Losses incurred during the period in which such Indemnified Party failed to give such notice). Thereafter, the Indemnified Party shall deliver to the indemnifying Party, within ten (10) Business Days after the Indemnified Party's receipt thereof, copies of all notices and documents (including any court papers) received by the Indemnified Party relating to the Third Party Claim.

(b) If a Third Party Claim is made against an Indemnified Party, the indemnifying Party shall be entitled to participate in the defense thereof and, if it so chooses, to assume the defense thereof with counsel selected by the indemnifying Party. If the indemnifying Party so elects to assume the defense of a Third Party Claim, the indemnifying Party shall not be liable to the Indemnified Party for any legal expenses subsequently incurred by the Indemnified Party in connection with the defense thereof. If the indemnifying Party assumes such defense, the Indemnified Party shall have the right to participate in the defense thereof and to employ counsel (not reasonably objected to by the indemnifying Party), only at its own expense, separate from the counsel employed by the indemnifying Party, it being understood that the indemnifying Party shall control such defense (provided that in the event that the indemnifying Party shall control such defense and the Indemnified Party is advised by counsel in writing that the indemnifying Party and the Indemnified Party have conflicting interests with respect to a Third Party Claim, the reasonable fees and expenses of one separate counsel to all Indemnified Parties shall be paid for by the indemnifying Party). The indemnifying Party shall be liable for the fees and expenses of counsel employed by an Indemnified Party for any period during which the indemnifying Party has not assumed the defense thereof (other than during any period in which an Indemnified Party shall have failed to give notice of the Third Party Claim as provided above). If the indemnifying Party chooses to defend or prosecute a Third Party Claim, all Indemnified Parties shall cooperate in the defense or prosecution thereof. Such cooperation shall include the retention and (upon the indemnifying Party's request) the provision to the indemnifying Party of records and information that are reasonably relevant to such Third Party Claim, and making employees available on a mutually convenient basis to provide additional information and explanation of any material provided hereunder. Whether or not the indemnifying Party assumes the defense of a Third Party Claim, an Indemnified Party shall not admit any liability with respect to, or settle, compromise or discharge, such Third Party Claim without the indemnifying Party's prior written consent (which consent may be withheld in the indemnifying Party's sole discretion). If the indemnifying Party assumes the defense of a Third Party Claim, the Indemnified Party shall agree to any settlement, compromise or discharge of a Third Party Claim that the indemnifying Party recommends if such settlement, compromise or discharge of a Third Party Claim relates to the imposition of monetary damages only and releases the Indemnified Party completely in connection with such Third Party Claim.

(c) In the event any Indemnified Party has a claim against any indemnifying Party under Sections 11, 12 and 13 that does not involve a Third Party Claim being asserted against or sought to be collected from such Indemnified Party, the Indemnified Party shall deliver notice of such claim (and specifying such claim in as much detail as is reasonably practicable under the circumstances) within thirty (30) Business Days after such Indemnified Party has knowledge of such claim; provided that the failure to give such notification within such time period shall not affect the indemnification rights of an Indemnified Party hereunder except to the extent the indemnifying Party shall have been prejudiced as a result of such failure (and the indemnifying Party shall not be liable for any Losses incurred during the period in which such Indemnified Party failed to give such notice). If the indemnifying Party does not notify the Indemnified Party within twenty (20) Business Days following its receipt of such notice that the indemnifying Party disputes its liability to the Indemnified Party under this Agreement, such claim specified by the Indemnified Party in such notice shall be conclusively deemed a liability of the indemnifying Party under Sections 11, 12

and 13 and the indemnifying Party shall pay the amount of such liability to the Indemnified Party on demand or, in the case of any notice in which the amount of the claim (or any portion thereof) is estimated, on such later date when the amount of such claim (or such portion thereof) becomes finally determined.

(d) Each Party shall cooperate with each other Party with respect to resolving any claim or liability in respect of which one Party is obligated to indemnify the other hereunder, including by using their respective commercially reasonable efforts to mitigate or resolve any such claim or liability.

14.5. Adjustments. Any indemnity payment under this Agreement shall be treated as an adjustment to the Purchase Price for Tax purposes, unless a final determination with respect to the applicable Indemnified Party or any of its Affiliates causes any such payment not to be treated as an adjustment to the Purchase Price for United States Federal income Tax purposes.

## 15. PUBLIC ANNOUNCEMENTS AND CONFIDENTIALITY

15.1. From the Signing Date through the Closing Date, no public release or announcement concerning this Agreement, the Acquisition or the transactions contemplated hereby shall be issued (i) by either Seller, without the prior written consent of Purchasers and (ii) by either Purchaser, without the prior written consent of Sellers, (which consent shall, in either case, not be unreasonably withheld or delayed), except as such release or announcement may be required by Applicable Law, in which case the Party required to make the release or announcement shall (to the extent permitted by Applicable Law) allow the other Parties reasonable time to comment on such release or announcement in advance of such issuance. Notwithstanding the foregoing, the Parties agree that the initial public announcement concerning the Acquisition shall be in the form attached as Exhibit 15.1 hereto.

15.2. Purchasers acknowledge that the information being provided to them in connection with the Acquisition and the consummation of the other transactions contemplated hereby is subject to the terms of that certain confidentiality agreement between Sellers and Purchasers (the *Confidentiality Agreement*), the terms of which relating to use of information are incorporated herein by reference. Effective upon the Closing Date, the Confidentiality Agreement shall terminate but solely with respect to information relating to the Companies; provided that Purchasers acknowledge that any and all other information provided to them by Sellers or concerning any Seller or any Sellers' Affiliate shall remain subject to the terms and conditions of the Confidentiality Agreement after the Closing Date.

## 16. MISCELLANEOUS PROVISIONS

### 16.1. Assignment; Amendments.

(a) This Agreement and the rights and obligations hereunder may not be assigned, delegated or otherwise transferred by (i) either Seller without the prior written consent of Purchasers and (ii) either Purchaser without the prior written consent of each Seller. Any attempted assignment, delegation or other transfer in violation of this Section 16.1(a) shall be null and void and of no effect.

(b) This Agreement may be amended, supplemented or otherwise modified only by a written instrument executed by each of the Parties.

16.2. No Third-Party Beneficiaries. Unless otherwise provided herein, this Agreement is for the sole and exclusive benefit of the Parties and their successors and permitted assigns, and nothing herein, expressed or implied, shall give, or be construed to give, to any Person, other than the Parties and such successors and such permitted assigns, any legal or equitable right, remedies or claims under or with respect to this Agreement or any provisions hereof.

16.3. Notices. All notices, consents, waivers and other communications required or permitted under this Agreement must be in writing and will be deemed to have been duly given when:

(a) delivered by hand to the Party to be notified (with written confirmation of receipt);

(b) sent by facsimile transmission (with written confirmation of receipt) if sent during the normal business hours of the Party to be notified, if not, then on the next Business Day (with a copy provided in accordance with the delivery provisions of Sections 16.3(a) above or 16.3(c) below); or

(c) received by the Party to be notified, if sent by an internationally recognized overnight delivery service, specifying the soonest possible time and date of delivery (with written confirmation of receipt);

(d) in each case to the appropriate addresses and facsimile numbers set forth below (or to such other addresses and facsimile numbers as a Party may designate by notice to the other Parties from time to time in accordance with this Section 16.3). All such notices and other communications shall be sent:

(i) if to either or both Sellers, to:

Degussa Corporation  
c/o Management Services Legal & Insurance NAFTA  
23700 Chagrin Blvd.  
Beachwood, OH 44122  
USA  
Attention: General Counsel  
Facsimile: 001 216 839 8813

*with copies (which shall not constitute notice) to:*

Freshfields Bruckhaus Deringer Prannerstraße 10 80333 München Germany Attention: Dr. Barbara Keil Facsimile: 011 49 89 20 702 100	Freshfields Bruckhaus Deringer LLP 520 Madison Avenue, 34th Floor New York, NY 10022 United States of America Attention: Matthew F. Herman, Esq. Facsimile: 001 212 277 4001
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(ii) if to either Purchasers, to:

Sigma-Aldrich Corporation  
3050 Spruce Street  
St. Louis, MO 63103  
Attention: Michael R. Hogan, Chief Administrative Officer,  
Chief Financial Officer and Secretary  
Facsimile: 001 314 286 7878

*with a copy (which shall not constitute notice) to:*

Bryan Cave LLP  
One Metropolitan Square  
211 North Broadway  
St. Louis, MO 63102  
Attention: Frederick W. Bartelsmeyer, Esq.  
Facsimile: 001 314 259 2020

16.4. Counterpart Execution and Facsimile Delivery. This Agreement may be executed in any number of counterparts, all of which shall be considered one and the same agreement, and shall become effective when one or more such counterparts have been signed by each of the Parties and delivered to the other Parties. Any such counterpart may be delivered to a Party by facsimile.

16.5. Entire Agreement. This Agreement (as amended from time to time in accordance with the provisions hereof), along with the Disclosure Schedule and Exhibits hereto (and any schedules, exhibits or annexes thereto), contain the entire agreement and understanding among the Parties with respect to the subject matter hereof and supersede all prior agreements and understandings relating to such subject matter. None of the Parties shall be liable or bound to any other Party in any manner by any representations, warranties or covenants relating to such subject matter except as specifically set forth herein.

16.6. Severability. If any provision of this Agreement (or any portion thereof) or the application of any such provision (or any portion thereof) to any Person or circumstance shall be held invalid, illegal or unenforceable in any respect by a court of competent jurisdiction, such invalidity, illegality or unenforceability shall not affect any other provision hereof (or the remaining portion thereof) or the application of such provision to any other Persons or circumstances. Upon a final determination that any term or other provision of this Agreement is

invalid, illegal or incapable of being enforced, the Parties shall negotiate in good faith to modify this Agreement so as to effect the original intent of the Parties as closely as possible in a mutually acceptable manner to the fullest extent permitted by Applicable Law in order that the transactions contemplated hereby may be consummated as originally contemplated to the fullest extent possible.

16.7. Governing Law; Arbitration.

(a) This Agreement shall be construed in accordance with, and this Agreement and all matters arising out of or relating in any way whatsoever to this Agreement (whether in contract, tort or otherwise) shall be governed by, the law of the State of New York.

(b) Except as provided below, in the event of any dispute, controversy, or claim arising out of or in connection with this Agreement, including any question regarding its existence, validity or termination, the Party disputing any such matter shall promptly notify the other Party of such dispute. The Parties shall then, for a period of thirty (30) days, consult in good faith with respect to the specified points of disagreement in an effort to resolve the dispute. If any such dispute cannot be resolved by the Parties within such thirty-day period (or longer, if mutually agreed by the Parties), then such dispute shall be finally resolved by arbitration under the Rules of Arbitration of the International Chamber of Commerce (ICC) in force at the date of the request for arbitration, which Rules are deemed to be incorporated by reference into this Section 16.7(b). The tribunal shall consist of a sole arbitrator. The place of arbitration shall be New York City, New York and the language of the arbitration shall be English. Notwithstanding this Section 16.7(b), disputes with respect to Section 2.5(a) shall be resolved in accordance with the provisions set forth in Section 2.5(b).

16.8. No Waiver. The failure of any Party to insist in any one or more instances upon the strict performance of any one or more of the agreements, terms, covenants, conditions or obligations of this Agreement, or to exercise any right, remedy or election herein contained, shall not be construed as a waiver or relinquishment for the future of the performance of any one or more of such obligations hereof or thereof, or of the right to exercise such election, but the same shall continue in full force and effect with respect to any subsequent breach, act or omission, whether of a similar nature or otherwise.

16.9. Expenses. Whether or not the Closing occurs, all costs and expenses incurred in connection with this Agreement and the transactions contemplated hereby shall be paid by the Party incurring such expense.

16.10. Interest; Currency Conversions. Interest payable under any provision of this Agreement shall be calculated on the basis of actual days elapsed divided by 360. Any currency conversions shall be determined using (i) the European Central Bank (ECB) fixing rates for the applicable date which are published both by electronic market information providers (e.g., Reuters page ECB37) and on the ECB's website ([www.ecb.int](http://www.ecb.int)) as soon as practicable after 2.15 p.m. Central European Time or (ii) in the event such rates are not available on such date, Reuters world spot rates (mid rate on Reuters Page FX=), taken as close as possible to 2.15 p.m. Central European Time. The applicable date for currency conversion of any amounts set forth in Section 4 or Section 5 shall be November 29, 2004.

*[SIGNATURE PAGE FOLLOWS]*

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the date first above written.

SIGMA-ALDRICH CORPORATION

By: \_\_\_\_\_

Name:

Title:

SIGMA-ALDRICH CHEMIE HOLDING GMBH

By: \_\_\_\_\_

Name:

Title:

DEGUSSA AKTIENGESELLSCHAFT

By: \_\_\_\_\_

Name:

Title:

DEGUSSA CORPORATION

By: \_\_\_\_\_

Name:

Title:



IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the date first above written.

**SIGMA-ALDRICH CORPORATION**

By: Michael R. Hogan  
Name: MICHAEL R. HOGAN  
Title: CAO & CFO

**SIGMA-ALDRICH CHEMIE HOLDING GMBH**

By: \_\_\_\_\_  
Name:  
Title:

**DEGUSSA AKTIENGESELLSCHAFT**

By: \_\_\_\_\_  
Name:  
Title:

**DEGUSSA CORPORATION**


By: \_\_\_\_\_  
Name:  
Title:

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the date first above written.

**SIGMA-ALDRICH CORPORATION**

By: \_\_\_\_\_  
Name:  
Title:

**SIGMA-ALDRICH CHEMIE HOLDING GMBH**

By:  \_\_\_\_\_  
Name: Dr. Gerd Backes  
Title: Geschäftsführer

**DEGUSSA AKTIENGESELLSCHAFT**

By: \_\_\_\_\_  
Name:  
Title:

**DEGUSSA CORPORATION**

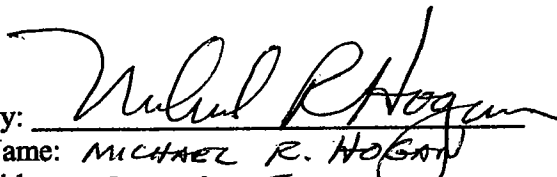
By: \_\_\_\_\_  
Name:  
Title

[Signature Page to Purchase Agreement]

Sigma-Aldrich Corporation  
Sigma-Aldrich Chemie Holding GmbH  
February 15, 2005  
Page 3

Agreed and accepted this  
15th day of February, 2005

SIGMA-ALDRICH CORPORATION

By:   
Name: MICHAEL R. HOGAN  
Title: CAO & CFO

SIGMA-ALDRICH CHEMIE HOLDING GMBH

By: \_\_\_\_\_  
Name:  
Title:

Sigma-Aldrich Corporation  
Sigma-Aldrich Chemie Holding GmbH  
February 15, 2005  
Page 3

Agreed and accepted this  
15th day of February, 2005

SIGMA-ALDRICH CORPORATION

By: \_\_\_\_\_  
Name:  
Title:

SIGMA-ALDRICH CHEMIE HOLDING GMBH

By: Dr. Gerd Sackes  
Name: Dr. Gerd Sackes  
Title: Geschäftsführer

Sigma-Aldrich Corporation  
Sigma-Aldrich Chemie Holding GmbH  
February 15, 2005  
Page 2

3. Except for Section 16.5, the provisions of Article 16 of the Purchase Agreement shall be applicable to this letter and are hereby incorporated by reference herein; provided that (a) any reference to "this Agreement" in Section 16 of the Purchase Agreement shall be deemed herein to be a reference to this letter and (b) any other necessary changes relating to syntax, section or article references and other similar matters shall be deemed made.

4. The Parties will keep this letter confidential and will not disclose it to any third parties other than (a) their professional advisors who are under an obligation of confidentiality, or (b) as required by Applicable Law.

If the foregoing accurately reflects our understanding, please so indicate by executing this document as provided below and returning a fully executed copy of the same to us for our files.

Yours sincerely,

DEGUSSA AKTIENGESELLSCHAFT

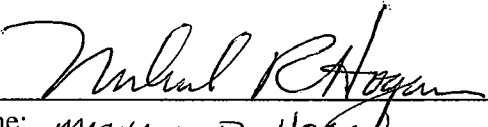
By: \_\_\_\_\_  
Name:  
Title:

DEGUSSA CORPORATION

By: \_\_\_\_\_  
Name:  
Title:


Agreed and accepted this  
15th day of February, 2005

SIGMA-ALDRICH CORPORATION

By:   
Name: MICHAEL R. HOGAN  
Title: CAO & CFO

Sigma-Aldrich Corporation  
Sigma-Aldrich Chemie Holding GmbH  
February 15, 2005  
Page 3

SIGMA-ALDRICH CHEMIE HOLDING GMBH

By:   
Name: \_\_\_\_\_  
Title: Dr. Gerd Backes  
Geschäftsführer

2028619.4

TRADEMARK  
REEL: 003272 FRAME: 0181

**Section 4.10 of the Disclosure Schedule**  
**(Intellectual Property)**

Section 4.10 - Intellectual Property

4.10(a)(i) Material IP

• Patents owned by any of the Companies

INDEX <sup>1</sup>	TITLE	OWNER	STATUS	COUNTRY	SERIAL NO.	PATENT NO.
14.1-1						
14.1-1a	Process for Preparing Polynucleotides on a Solid Support in a Tightly Packed Bed	Proligo LLC	Issued	US	08/358,556	5,869,643
14.1-1b	Process for Preparing Polynucleotides on a Solid Support and Apparatus Permitting Its Implementation	Proligo LLC	Issued	US	09/119653 Div. of 08/358,556 filed 12/13/94 Now 5,869,643	6,623,703
14.1-1c	Process for Preparing Polynucleotides on a Solid Support	Proligo LLC	Issued	US	09/434511 Cont. of 119653 filed 7/21/98 Now 6,623,703	6,469,157
14.1-1d	Apparatus for Preparing Polynucleotides on a Solid Support	Proligo LLC	Pending Published 9/18/03 20030176690	US	10/352,704 Cont. 09/119,653 filed 7/21/98 Now 6,623,703	6,825,339
			ABN	AT	94402879.4	E154936
		Proligo LLC	Issued	AU	804 32/94	693487
		Proligo LLC	Issued	BE	94402879.4	658 566
		Proligo LLC	Pending	CA	2,138,240	
		Proligo LLC	Issued	CH	94402879.4	658 566
		Proligo LLC	Issued	DE	94402879.4	DE 694 04 018
		Proligo LLC	Issued	DK	94402879.4	658 566
		Proligo LLC	Issued	EP	94402879.4	658 566
			ABN	ES	94402879.4	658 566
			ABN	FR	93/15164	
		Proligo LLC	Issued	FR	94402879.4	658 566
		Proligo LLC	Issued	GB	944-2879.4	658 566
			ABN	GR	94402879.4	3024829
		Proligo LLC	Issued	HK	97102706.5	1002330
		Proligo LLC	Issued	IE	94402879.4	E 74935
			ABN	IT	94402879.4	658 566
		Proligo LLC	Pending	JP	313790/94	
		Proligo LLC	Issued	KR	94-34347	0366862
			ABN	LU	94402879.4	658 566
			ABN	MC	94402879.4	658 566
		Proligo LLC	Issued	NL	94402879.4	658 566
			ABN	PT	94402879.4	658 566
			ABN	SE	94402879.4	658 566
		Proligo LLC	Issued	TW	83111150	NI 099582

<sup>1</sup> The index numbers specified herein refer to the index number attributed to the specific item of the Intellectual Property in the IP data room index (the *INDEX*).



INDEX	TITLE	OWNER	STATUS	COUNTRY	SERIAL NO.	PATENT NO.	
14.1-2	Process for the Synthesis of Nucleic Acids on a Solid Support and Compounds Which Are Useful in Particular as Solid Supports in the Said Process		Prov. Expired	US	60/211,344		
			ABN	US	08/591,466		
				ABN	US	09/076,956	
				ABN	AT	94921699.8	E 157 668
			Proligo LLC	Issued	AU	72309/94	696421
			Proligo LLC	Issued	BE	94921699.8	707 592
				ABN	CA	2,166,765	
				ABN	CH	94921699.8	707 592
			Proligo LLC	Issued	DE	94921699.8	DE 694 05 396
				ABN	DK	94921699.8	707 592
14.1-2a			Proligo LLC	Issued	EP	94921699.8	707 592
				ABN	ES	94921699.8	707 592
			Proligo LLC	Issued	FR	94921699.8	707 592
				ABN	FR	FR 93/08498	
			Proligo LLC	Issued	GB	94921699.8	707 592
				ABN	GR	94921699.8	970403065
				ABN	HK	98101580.7	1002731
				ABN	IE	94921699.8	E76260
				ABN	IT	94921699.8	707 592
			Proligo LLC	Pending	JP	503866/95	
			ABN	KR	96/700059		
			ABN	LU	94921699.8	707 592	
			ABN	MC	94921699.8	707 592	
			ABN	NL	94921699.8	707 592	
			ABN	PT	94921699.8	707 592	
			ABN	SE	94921699.8	707 592	
		Proligo LLC	Issued	TW	83110699	83110699	
14.1-2b		Proligo LLC	National Phase	WO	PCT/FR94/00842		

INDEX	TITLE	OWNER	STATUS	COUNTRY	SERIAL NO.	PATENT NO.	
14.1-3	Universal Solid Supports for Solid Phase Oligosynthesis and Methods for Their Preparation and Use		Prov. Expired	US	60/211,344		
			Proligo LLC	National Phase	WO	PCT/IB01/01392	
				ABN	US	10/297,681	
				ABN	EP	01951870.3	
				ABN	JP	2002-510498	

INDEX	TITLE	OWNER	STATUS	COUNTRY	SERIAL NO.	PATENT NO.
14.1-4a	Process for the Preparation of Oligonucleotides	Proligo LLC	Issued	US	06/752,178	4,725,677 <sup>2</sup>
14.1-4b	Process for the Preparation of Oligonucleotides	Proligo LLC	Reissue of 4,725,677	US	07/481,572	RE 34,069
		Proligo LLC	National Phase	WO	PCT/EP84/00244	
			Expired	DE	3329892	3329892
		Proligo LLC	Issued	CA	461270	1,234,060
			Expired	EP	84903173.7	0152459
			Expired	DE	84903173.7	P3474964.0
			Expired	FR	84903173.7	0152459
			Expired	GB	84903173.7	0152459
			Expired	JP	503282/1984	1 547 661
			Expired	JP	023614/1989	1725624

<sup>2</sup> Patent expires on Feb. 16, 2005

INDEX	TITLE	OWNER	STATUS	COUNTRY	SERIAL NO.	PATENT NO.
14.1-5	Novel Method of Preparation of Known and Novel 2'-Modified Nucleosides by Intramolecular Nucleophilic Displacement		ABN	US	08/264,029	
		Proligo LLC	National Phase	WO	PCT/US95/06641	
14.1-5	Method of Preparation of Known and Novel 2'-Modified Nucleosides by Intramolecular Nucleophilic Displacement	Proligo LLC	Issued	US	08/732,283	6,090,932
			ABN	AU	264969/95	710074
			ABN	CA	2192950	
			ABN	EP	95921408.1	
			ABN	JP	502200/96	

INDEX	TITLE	OWNER	STATUS	COUNTRY	SERIAL NO.	PATENT NO.
14.1-6	Method for Solution Phase Synthesis of Oligonucleotides		Prov-Expired	US	60/005,619	
			ABN	US	09/907,125	
14.1-6	Method for Solution Phase Synthesis of Oligonucleotides	Proligo LLC	Issued	US	09/051,449	6,262,251
	Method for Solution Phase Synthesis of Oligonucleotides and Peptides		ABN	US	08/780,517	5,874,532
	Method for Solution Phase Synthesis of Oligonucleotides and Peptides		ABN	US	09/130,232	6,001,966
			ABN	US	08/843,820	
			ABN	US	09/402,430	
		Proligo LLC	National Phase	WO	PCT/US98/08192	
			ABN	CA	2286320	
			ABN	EP	98918629.1	
			ABN	IL	132377	
			ABN	JP	544503/98	
		Proligo LLC	National Phase	WO	PCT/US98/00562	
			ABN	AU	60223/98	737213
			ABN	CA	2277415	
			ABN	EP	98903457.4	
			ABN	JP	531217/98	
		Proligo LLC	National Phase	WO	PCT/US96/16668	
			ABN	AU	74518/96	712779
			ABN	AU	13573/00	738032
			ABN	AU	54029/01	
			ABN	CA	2234159	
			ABN	EP	96936647.5	
			ABN	IL	124115	
			ABN	JP	516005/97	
			ABN	KR	98-702834	
			ABN	NZ	321250	
			ABN	RU	9810008	

INDEX	TITLE	OWNER	STATUS	COUNTRY	SERIAL NO.	PATENT NO.
14.1-7	Improved Coupling Activators for Oligonucleotide Synthesis		ABN	US	08/730,556	
	Coupling Activators for Oligonucleotide Synthesis		ABN	US	08/937,867	
	Improved Coupling Activators for Oligonucleotide Synthesis		ABN	WO	PCT/US97/15744	

INDEX	TITLE	OWNER	STATUS	COUNTRY	SERIAL NO.	PATENT NO.
14.1-8	Bioconjugation by Diels-Alder Cycloaddition		Prov. Expired	US	60/034,651	
			Prov. Expired	US	60/058,206	
14.1-8a	Bioconjugation of Macromolecules	Proligo LLC	National Phase	WO	PCT/US98/00649	
14.1-8b	Bioconjugation of Macromolecules	Proligo LLC	Issued	US	09/341,337	6,737,236
			ABN	AU	62406/98	747242
			ABN	CA	2277159	
		Proligo LLC	Pending	EP	98904559.6	
		Proligo LLC	Pending	JP	531248/98	

INDEX	TITLE	OWNER	STATUS	COUNTRY	SERIAL NO.	PATENT NO.
14.1-9	Bioconjugation of Oligonucleotides	Proligo LLC	National Phase	WO	PCT/US98/00589	
			ABN	US	09/319,609	
			ABN	AU	60227/98	
			ABN	CA	2277545	
			ABN	EP	98903461.6	
			ABN	JP	531230/98	

INDEX	TITLE	OWNER	STATUS	COUNTRY	SERIAL NO.	PATENT NO.
14.1-10	Use of Propylene Carbonate as a Solvent in Oligonucleotide Synthesis		ABN	US	60/079,854	

INDEX	TITLE	OWNER	STATUS	COUNTRY	SERIAL NO.	PATENT NO.
14.1-11	Versatile Phosphate Protecting Groups for Use in Oligonucleotide Synthesis		ABN	US	60/097,311	

INDEX	TITLE	OWNER	STATUS	COUNTRY	SERIAL NO.	PATENT NO.
14.1-12	Method for Immobilizing Oligonucleotides Employing the Cycloaddition Bioconjugation Method		Prov. Expired	US	60/201,561	
14.1-12a		Proligo LLC	Published	US	09/845,742	
14.1-12b		Proligo LLC	National Phase	WO	PCT/US/13956	
			ABN	EP	01932784.0	
			ABN	JP	2001-580595	

INDEX	TITLE	OWNER	STATUS	COUNTRY	SERIAL NO.	PATENT NO.
14.1-13	Method for Immobilizing Oligonucleotides and Other Biomolecules via Olefin Methathesis		Prov. Expired	US	60/227,635	

INDEX	TITLE	OWNER	STATUS	COUNTRY	SERIAL NO.	PATENT NO.
14.1-14	Immobilization of Oligonucleotides Employing the Cycloaddition Bioconjugation Method		Prov. Expired	US	60/265,020	

INDEX	TITLE	OWNER	STATUS	COUNTRY	SERIAL NO.	PATENT NO.
14.1-15	Microcalorimetric Detection of Binding Events on Microarray and Solid Supports of Thermistors		Prov. Expired	US	60/296,685	
14.1-15a	Microcalorimetric detection of Analytes and Binding Events	Proligo LLC	Published	US	10/165,854	
14.1-15b			ABN	WO	PCT/US02/18200	

INDEX	TITLE	OWNER	STATUS	COUNTRY	SERIAL NO.	PATENT NO.
14.1-16	Nucleic Acid Probes and Methods to Detect and/or Quantify Nucleic Acid Analytes		Prov. Expired	US	60/336,432	
14.1-16		Proligo LLC	Published	US	10/278,047	
		Proligo LLC	Published	WO	PCT/US02/33699	
		Proligo LLC	Pending	EP	02803599.6	

INDEX	TITLE	OWNER	STATUS	COUNTRY	SERIAL NO.	PATENT NO.
14.1-17	Methods for the Integrated Synthesis and Purification of Oligonucleotides		Prov. Expired	US	60/351,991	
14.1-17a		Proligo LLC	Pending	US	10/349,195	
14.1-17b			Published	WO	PCT/US03/02008	

INDEX	TITLE	OWNER	STATUS	COUNTRY	SERIAL NO.	PATENT NO.
14.1-18	Use of Propylene Carbonate as a Solvent in Oligonucleotide Synthesis		ABN	US	10/097,532	

INDEX	TITLE	OWNER	STATUS	COUNTRY	SERIAL NO.	PATENT NO.
14.1-19	Methods and Compositions for the Tandem Synthesis of Two or More Oligonucleotides on the Same Solid Support	Proligo LLC	Pending	US	10/250,492	
		Proligo LLC	Published	WO	PCT/EP02/14905	

INDEX	TITLE	OWNER	STATUS	COUNTRY	SERIAL NO.	PATENT NO.
14.1-20	Novel Phosphorylation Reagents for Improved Processes to Convert Terminal Hydroxyl Groups of Oligonucleotides into Phosphate Monoesters		Prov. Expired	US	60/461,730	
14.1-20		Proligo LLC	Pending	US	10/821,631	

INDEX	TITLE	OWNER	STATUS	COUNTRY	SERIAL NO.	PATENT NO.
14.1-21	Solid Support for the Synthesis of 3'-Amino Oligonucleotides		Prov. Expired	US	60/464,269	
14.1-21		Proligo LLC	Pending	US	10/830,484	

INDEX	TITLE	OWNER	STATUS	COUNTRY	SERIAL NO.	PATENT NO.
14.1-22	Fluorogenic Nucleic Acid Probes Including LNA for Methods to Detect and/or Quantify Nucleic Acid Analytes		Prov. Expired	US	60/482,684	
		Proligo LLC	Pending	US	PCT/US04/19671	

• **Patents licensed to any of the Companies**

The license of the patents listed below is each time subject to the terms and condition of the respective In-bound License Agreements as identified in Section 4.10(a)(ii) of the Disclosure Schedule below, the information of which is incorporated by specific reference (the *REF.*) to such In-bound License Agreements herein.

Please note that the patents and patent applications licensed to the Business as set forth below contain those patent and patent applications as identified in the specific In-bound License Agreement referred to in the table below. Further related patents and/or applications may fall under these In-bound License Agreements according to the provisions of the respective In-bound License Agreements.

INDEX 14.1-23	REF. 14.7-1	TITLE	ASSIGNEE	STATUS	COUNTRY	APPL. NO.	PATENT NO.
		Nucleosid-Derivate mit photolabilen Schutzgruppen	NIGU Chemie GmbH	Published	German and corresponding foreign applications	19952113.1	
			NIGU Chemie GmbH	Issued	USA		6750335
			NIGU Chemie GmbH	Issued	Europe		1224198
		Verfahren zur photolytischen Abspaltung von Schutzgruppen von immobilisierten Nucleosid-Derivaten, insbesondere in der DNA-Chip-Herstellung	NIGU Chemie GmbH	Published as DE1001140 0	German and corresponding foreign applications	19910808.0	
		Verfahren zur photolytischen Abspaltung von Schutzgruppen von immobilisierten Nucleosid-Derivaten, insbesondere in der DNA-Chip-Herstellung	NIGU Chemie GmbH	Published as DE1001140 0	German and corresponding foreign applications	19953289.3	
				Issued	USA		6552182
				Issued	Europe		1159064
		Nucleoside Derivatives with photolabile protective groups	Professor Pfeleiderer	Published	International application and corresponding national applications	PCT/EP/95/04976	
				Issued	USA		5763599
				Issued	Europe		0797580
		Novel photolabile protective groups for improved processes to prepare oligonucleotide arrays	NIGU Chemie GmbH	Pending	International application and national counterparts	PCT/EP/04/050158	
		Novel photolabile protective groups for improved processes to prepare oligonucleotide arrays	NIGU Chemie GmbH	Pending, published as 2004/01757 41	USA	10/764,989	
							10/764,989.

INDEX	REF.	TITLE	ASSIGNEE	STATUS	COUNTRY	APPL. NO.	PATENT NO.
14.1-24	14.7-3	Compounds for the cleavage at a specific position of RNA, oligomers employed for the formation of said compounds, and starting materials for the synthesis of said oligomers	Ajinomoto Co., Inc.	Issued	USA, and related applications and further foreign counterparts		5,013,830
			Ajinomoto Co., Inc.	Issued	Germany		3788914
			Ajinomoto Co., Inc.	Issued	France, United Kingdom, Switzerland		0260032
			Ajinomoto Co., Inc.	Issued	Japan		2555579

INDEX	REF.	TITLE	ASSIGNEE	STATUS	COUNTRY	APPL. NO.	PATENT NO.
14.1-25	14.7-5	Preparation of Phosphorothioate Oligomers	ISIS Pharmaceuticals, Inc.	Issued	USA, and related applications and foreign counterparts		6,031,092
		Preparation of Phosphorothioate Oligomers	ISIS Pharmaceuticals, Inc.	Pending	ECP Patent Application	96935220.2	

INDEX	REF.	TITLE	ASSIGNEE	STATUS	COUNTRY	APPL. NO.	PATENT NO.
14.1-26	14.7-6	Indocarbocyanine-linked phosphoramidites	Amersham Biosciences Corp.	Issued	USA, and related applications and foreign counterparts		5,556,959
		Indocarbocyanine and benzindocarbocyanine phosphoramidites	Amersham Biosciences Corp.	Issued	USA, and related applications and foreign counterparts		5,808,044

INDEX	REF.	TITLE	ASSIGNEE	STATUS	COUNTRY	APPL. NO.	PATENT NO.
14.1-28	14.7-11	Compositions and methods for functionalizing nucleic acids	Amgen Inc. (owned by Raylo Chemicals, Inc)	Issued	USA, and corresponding patents in Israel, Canada, Japan, Austria, Germany, Belgium, France, Great Britain, Italy, Luxembourg, Netherlands, Switzerland, and Sweden, including related applications and further foreign counterparts		4,762,779

INDEX	REF.	TITLE	ASSIGNEE	STATUS	COUNTRY	APPL. NO.	PATENT NO.
14,1-29	14.7-12	Novel bicyclonucleoside and oligonucleotide analogues	Prof. T. Imanishi	Pending	International Application and related applications and national counterparts	PCT/JP98/00945	
				Issued	Australia		720472
				Issued	USA		6,268,490
				Pending	Canada	2,283,509	
				Pending	Japan	10304889	
				Pending	Europe	1013661	
		Oligonucleotide analogues	Exiqon A/S	Pending	International application and related applications and foreign applications	PCT/DK98/00393	
				Issued/ Pending	USA	09/152,059 10/008,029 10/208,650	6670461, 6794499
				Pending	India	2040/MAS/98	
				Pending	Israel	135000	
				Pending	Korea	7002608/2000	
				Pending	China	98810955.7	
				Pending	Hong Kong	01104632.5	
				Pending	New Zealand	503765	
				Pending	Japan	2000-511775	
				Pending	Canada	2,303,299	
				Pending	Europe	98942516.0	
				Pending	Australia	90633/98	
		Improved synthesis of [2.2.1]bicyclo nucleosides	Exiqon A/S	Pending	International application and related applications and foreign applications	PCT/DK00/00141	
				Issued/ Pending	USA	10/233,177	6734291, 6639059
				Pending	Japan	2000-606607	
				Pending	Europe	00912410.8	

INDEX	REF.	TITLE	ASSIGNEE	STATUS	COUNTRY	APPL. NO	PATENT NO.
14.1-30	14.7-13	New Fluorescent Cyanine Labels Containing a Sulfamido Linker Arm	Innosense	Pending	EPO	9921896.2	
				Pending for	Europe; USA; Canada; Australia		
		Improved Process and Method for the preparation of Asymmetric Monofunctional Indocyanine Labelling Reagents and obtained Compounds	Innosense	Pending	EPO	00126019.9	
				Pending for	Europe; USA; Canada; Australia		
		Symmetric Monofunctional Polymethine Dyes Labelling Reagents	Innosense	Pending	EPO	01100260.7	
				Pending for	Europe; USA; Canada; Australia		
		Sulfo Benz[e]indocyanine Fluorescent Dyes	Sorin Biomedica Cardio S.p.A.	Pending	International Application	WO 97/13810	
			Sorin Biomedica Cardio S.p.A.	Issued	USA, and related applications and further foreign counterparts		6,136,612
			Visen Medical, Inc.	Issued	Europe		0876428
			Sorin Biomedica Cardio S.p.A.	Issued	Australia		706668

INDEX	REF.	TITLE	ASSIGNEE	STATUS	COUNTRY	APPL. NO	PATENT NO.
14.1-31	14.7-14b	New pentacyclic compounds and their use as absorption or fluorescence dyes	Roche Diagnostics GmbH	Issued	Europe		EP-B-0567622
		Pentacyclic compounds and their use as absorption or fluorescent dyes	Roche Diagnostics GmbH	Issued	USA, and related applications and further foreign counterparts		5,750,409
		Fluorescent cyanine dyes	Li-Cor Inc. (owned by Roche Diagnostics GmbH)	Issued	Europe		EP-B-1019887
		Fluorescent cyanine dyes	Li-Cor Inc. (owned by Roche Diagnostics GmbH)	Issued	USA, and related applications and further foreign counterparts		6,027,709
		Monitoring hybridization during PCR	University of Utah Research Foundation (owned by Roche Diagnostics GmbH)	Pending	Europe	EP-A-0912766	
		Monitoring amplification of DNA during PCR	University of Utah Research Foundation (owned by Roche Diagnostics GmbH)	Issued	USA, and related applications and further foreign counterparts		6,174,670
		Neues Reagenz zur Markierung von Nukleinsäuren	Roche Diagnostics GmbH	Pending	Germany	DE 10044373.7	



INDEX	REF.	TITLE	ASSIGNEE	STATUS	COUNTRY	APPL. NO.	PATENT NO.
14.1-32	14.7-16	Hybridization Probes for Nucleic Acid Detection, Universal Stems, Methods and Kits	Public Health Research Institute	Issued	Australia, and related applications and further foreign counterparts		697841
				Pending	Canada	2176348	
				Pending	EPO	95904104.7	
				Pending	Japan	7-514079	
		Detectably Labeled Dual Conformation Oligonucleotide Probes, Assays and Kits	Public Health Research Institute	Issued	USA, and related applications and further foreign counterparts		5,925,517 6,103,476
				Issued	Australia	52324/96	0702598
				Pending	Canada	2176266	
				Pending	EPO	96303544.9	
				Pending	Japan	8-118110	
		Detection Probes, Kits, and Assays	Public Health Research Institute	Issued	Australia, and related applications and further foreign counterparts		713667
				Pending	Canada	2,252,048	
				Pending	EPO	97923412.7	
				Pending	Japan	9-537293	
		Nucleic acid detection probes having non-FRET fluorescence quenching and kits and assays including such probes		Issued	USA	08/990,176	6,150,097
		Non-Competitive Co-Amplification, Method and Kits	Public Health Research Institute	Pending	International Application , and national counterparts including related applications	PCT/US98/19182	
		Wavelength-Shifting Probes and Primers	Public Health Research Institute	Issued	USA, and related applications and further foreign counterparts		6,037,130
				Pending	International Application	PCT/US99/17145	

INDEX	REF.	TITLE	ASSIGNEE	STATUS	COUNTRY	APPL. NO	PATENT NO.
14.1-33	14.7-17	Nucleic-acids sequence derivatives, process for their preparation and their use in the determination of nucleic acids	Boehringer Mannheim GmbH	Issued	Europe (Austria; Belgium; Germany; France; United Kingdom; Italy; Liechtenstein; Netherlands), and related applications and further foreign counterparts		EP 0173251
				Issued	Australia		AU 582380
				Pending	Canada	CA 1242657	
				Pending	Japan	JP 1860243	
		Method for the detection of nucleic acids	Boehringer Mannheim GmbH	Issued	Europe (Austria; Belgium; Switzerland; Germany; Spain; France; United Kingdom; Greece; Italy; Liechtenstein; Luxembourg; Netherlands; Sweden)		EP 0324474
		Process for the detection of nucleic acids		Issued	USA, and related applications and further foreign counterparts		5,344,757
		Process for the highly specific detection of nucleic acids in solid	None	Issued	USA, and related applications and further foreign counterparts		5,354,657
				Issued	Japan		1,999,884

INDEX	REF.	TITLE	ASSIGNEE	STATUS	COUNTRY	APPL. NO	PATENT NO.
14.1-34	14.7-18	Methods for detecting target nucleic acid sequences	Zeneca Limited (owned by DxS Ltd.)	Issued	USA, and related applications and further foreign counterparts		6,326,145
		PCR primer constructs for use in an integrated signalling system	DxS Ltd.	issued	Europe	98955781	EP 1088102
				Pending	Japan	554879/2000	
				Issued	United Kingdom		2338301

INDEX	REF.	TITLE	ASSIGNEE	STATUS	COUNTRY	APPL. NO.	PATENT NO.
14.1-35	14.7-20	RNA Sequence-Specific Mediators of RNA Interference	Whitehead Institute, Max-Planck Gesellschaft, MIT, University of Massachusetts Medical Center	Pending	International Application, and national counterparts including related applications	PCT/US01/10188	
				Expired Provisional	USA	USSN 60/265232	
				Pending	USA	USSN 09/821832	
				Pending	Europe	Serial No. 00922870	
		RNA Interference Mediating Small RNA Molecules	Max-Planck Gesellschaft	Pending	Europe, foreign counterparts and related applications	Serial No. 00126325	
				Pending	International Application	PCT/EP01/13968	
				Pending	USA	USSN 10/832248	
				Expired Provisional	USA	PROVISIONAL USSN 60/265232	
				Pending	USA	USSN 09/821832 (there is also another pending application USSN 10/255,568)	

INDEX	REF.	TITLE	ASSIGNEE	STATUS	COUNTRY	APPL. NO.	PATENT NO.
14.1-36	14.7-22	Oligonucleotides with non-standard bases and methods for preparing same	None (owned by EraGen Biosciences, Inc.)	Issued	USA, and related applications and foreign counterparts		6,001,983
		Recognition of oligonucleotides containing non-standard base pairs	None (owned by EraGen Biosciences, Inc.)	Issued	USA, and related applications and foreign counterparts		6,037,120
		Precursors for deoxyribonucleotides containing non-standard nucleosides	None (owned by EraGen Biosciences, Inc.)	Issued	USA, and related applications and foreign counterparts		6,140,496

INDEX	REF.	TITLE	ASSIGNEE	STATUS	COUNTRY	APPL. NO.	PATENT NO.
14.1-37	14.6-13	N-protected-2'-O-methyl-ribonucleosides and N-protected 2'-O-methyl-3'-cyanoethyl-N,N-diisopropyl phosphoramidite ribonucleosides	ChemGenes Corp.	Issued	USA		5,214,135

• **Invention Disclosures**

INDEX	TITLE	OWNER	INVENTORS
14.1-C-1	Solid Phase Oligonucleotide Synthesis Employing NPPOC Base Protected Phosphoramidite Monomers	Proligo Biochemie and Proligo France; subject to the French regulations on employee inventions	Khalil Arar Michael Leuck Andreas Wolter
14.1-C-2	Novel Activators for the Use in Solid Phase Oligonucleotide Synthesis Employing the Phosphoramidite Approach	Proligo Biochemie; subject to the upcoming final decision whether Proligo claims this invention or not	Michael Leuck Andreas Wolter
14.1-C-3	Methods for the Efficient Synthesis of Pure Nucleoside Phosphoramidites	Proligo Biochemie	R. Mather P. Schafer U. Fasshauer J. Manikowski W. Behnen R. Meier
14.1-C-4	Unrestricted Detection of Short Sequences in RNA	The inventors; subject to French regulations on employee inventions	H. Gamper K. Arar
14.1-C-5	Enzymatic purification of oligonucleotides	Proligo France; subject to the upcoming decision by Proligo whether to claim this invention or not, and subject to French regulations on employee inventions	K. Arar

• Trademarks owned by any of the Companies

INDEX	MARK	OWNER	STATUS	COUNTRY	SERIAL NUMBER	FILING DATE	REG. NO.	REG. DATE
14.1-B-2	TRUESNP	Proligo LLC	Registered	US	78/087,789	10-Oct-01	2,757,498	26-Aug-03
14.1-B-3	RAYDITE	Proligo LLC	Registered	US	76/408,866	16-May-02	2,690,692	25-Feb-03
14.1-B-3		Proligo LLC	Registered	DE	30234441.1/01	12-Jul-02	302 34 441	7-Feb-03
14.1-B-4	<b>PROLIGO</b>	Proligo LLC	Registered	US	75/519,775	16-Jul-98	2,373,699	1-Aug-00
14.1-B-4		Proligo LLC	Registered	CA	1,002,028	14-Jan-99	TMA 555,220	11-Dec-01
14.1-B-4		Proligo LLC	Registered	CTM	1043082	14-Jan-99	1043082	29-May-00
14.1-B-4		Proligo LLC	Registered	JP	11-2862	18-Jan-99	4414062	1-Sep-00
14.1-B-5	<b>E@SY OLIGO</b>	Proligo LLC	Registered	US	76/057,643	26-May-00	2,802,723	5-Jan-04
14.1-B-5		Proligo LLC	Registered	CTM	001930379	20-Oct-00	001930379	20-Oct-00
14.1-B-5		Proligo LLC	Registered	JP	2000-110206	10-Oct-00	4620849	15-Nov-02

• Non-registered Trademarks\*

INDEX	OWNER	DESCRIPTION
14.11-A-1	Proligo LLC	PROLIGO PRIMERS & PROBES
14.11-A-2	Proligo LLC	THE PROLIGO PRIMERS AND PROBES logo
14.11-A-3	Proligo Biochemie	PROLIGO REAGENTS
14.11-A-4	Proligo Biochemie	THE PROLIGO REAGENTS logo
14.11-A-5	Proligo LLC	FAST OLIGO
14.11-A-6	Proligo LLC	MASS OLIGOS
14.11-A-7	Proligo LLC	GUARANTEED OLIGOS
14.11-A-8	Proligo LLC	PHARMADITE

\* Ownership relates to the USA; please note that in many other countries the legal concept of "ownership" of a non-registered trademark does not exist as such.

• Trademarks licensed to any of the Companies or, with respect to the Business, to either of the Sellers

CF. SECTION	CONTRACTUAL PARTIES	TRADEMARK LICENSED TO THE BUSINESS	DATE OF CONTRACT
14.7-6	Amersham Biosciences Corp. to Proligo LLC.	Cy5, Cy3, Cy5.5 and Cy3.5	July 24, 2002
14.7-13	Innosense, S.r.l. to Genset S.A.	IRIS	June 3, 2002
14.7-14b	Roche Diagnostics GmbH to Proligo LLC.	LC Red 640 NHS ester, LC Red 610 NHS ester, LC F-CPG, Amersham Cy5 monoreactive NHS ester and Cy 5.5 phosphoramidite	January 1, 2004
14.7-15	Molecular Probes, Inc. to Genset Oligos (License and Supply Agreement)	MPI trademarks describing MPI DYES	December 19, 2000/ January 22, 2001
14.7-18	DxS Ltd. to Genset S.A.	Scorpions	February 6, 2002
14.7-19	Biosearch Technologies, Inc. to Proligo LLC.	Black Hole Quencher, BHQ-1, BHQ-2 and BHQ-3	July 19, 2001

The terms of the license agreements set forth in the specific Section 4.10(a)(ii) of this Disclosure Schedule referred to in the table above (cf. SECTION) is hereby incorporated by reference herein.

• **Service Marks/Trade Names\***

INDEX	OWNER	DESCRIPTION
14.11-B-1	Proligo LLC AND Proligo Biochemie	SAPPHIRE SERVICE

\* Ownership relates to the USA; please note that in many other countries the legal concept of "ownership" of a non-registered trademark does not exist as such

• **Domain Names**

INDEX	OWNER	DESCRIPTION
14.3-1	Proligo LLC	proligo.com
14.3-2	Proligo France	proligo.fr
14.3-3	Proligo Biochemie	proligo.de
14.3-4	Proligo Japan	proligo.jp
14.3-5	Proligo Australia	proligo.com.au
14.3-6	Proligo Singapore	proligo.com.sg
14.3-7	Proligo LLC	gensetoligos.com
14.3-8	Proligo Singapore	genset.com.sg
14.3-9	Proligo Australia	genset.com.au
14.3-10	Proligo Japan	genset.co.jp
14.3-11	Proligo LLC	proligo.biz
14.3-12	Proligo France	proligo.com.fr
14.3-13	Proligo Japan	genset.jp
14.3-14	Proligo Japan	proligo.co.jp

• **Corporate Names**

INDEX	DESCRIPTION
14.3-15	Proligo International GmbH
14.3-16	Proligo Biochemie Hamburg GmbH
14.3-17	Proligo, LLC
14.3-18	Proligo France SAS
14.3-19	Proligo Australia PTY LTD
14.3-20	Proligo Singapore PTE LTD
14.3-21	Proligo Japan KK
14.3-22	Proligo England Ltd.*

\* Please note that Proligo England Ltd. is currently in the process of being liquidated; currently Proligo has no intention to use this Corporate Name in the future.

• **Registered Copyrights**

None.

4.10(a)(ii) Agreements related to IP

- Current License Agreements licensing intellectual property rights to third parties  
(Out-bound License Agreements)

INDEX	PARTIES (PROLIGO TO THIRD PARTY)	SUBJECT	DATE
14.6-2	License Agreement: PerSeptive Biosystems, Inc. to Biomonomer Technologies, Inc.*  [subsequently assigned to Proligo LLC (as Licensor) and Avecia Limited (as Licensee)]	US Patent Number 4,725,677 issued February 16, 1988 and corresponding foreign patents and patent applications regarding the Process for the Preparation of Oligonucleotides ("Köster Patent") (for details cf. above under Section 4.10(a)(i) Index 14.1-4)	September 29, 1994
14.6-5	License Agreement: Millipore Corp. to Pharmacia LKB Biotechnology AB*  [subsequently assigned to Proligo LLC (as Licensor) and Pierce Milwaukee LLC (as Licensee)]	US Patent Number 4,725,677 issued February 16, 1988 and corresponding foreign patents and patent applications regarding the Process for the Preparation of Oligonucleotides ("Köster Patent") (for details cf. above under Section 4.10(a)(i) Index 14.1-4)	January 1, 1990
14.6-5a	Release Agreement: Proligo LLC and Amersham Biosciences AB	Settlement of royalty claims to be paid to Proligo LLC for the period between 1 July 1998 through 30 August 2001	May 29 / June 6, 2003
14.6-6	License Agreement: Millipore Corp. to Glen Research Corp.*	US Patent Number 4,725,677 issued February 16, 1988 and corresponding foreign patents and patent applications regarding the Process for the Preparation of Oligonucleotides ("Köster Patent") (for details cf. above under Section 4.10(a)(i) Index 14.1-4)	July 1, 1991
14.6-7	License Agreement: Millipore Corp. to Cruachem Holdings Ltd. *  [subsequently assigned to Transgenomic, Inc. (as Licensee)]	US Patent Number 4,725,677 issued February 16, 1988 and corresponding foreign patents and patent applications regarding the Process for the Preparation of Oligonucleotides ("Köster Patent") (for details cf. above under Section 4.10(a)(i) Index 14.1-4)	December 1, 1989
14.6-7a	I. Amendment: Proligo LLC and Transgenomic, Inc.	Settlement of royalty claims to be paid to Proligo LLC for the period between 1 December 1989 through 31 December 2002 and amendment of the scope of the "Licensed Products" under this agreement	October 17 / 29, 2003
14.6-8	License Agreement: Millipore Corp. to Beckman Instruments, Inc. *  [subsequently assigned to Proligo LLC (as Licensor)]  [until expiry of the patents]	US Patent Number 4,725,677 issued February 16, 1988 and corresponding foreign patents and patent applications regarding the Process for the Preparation of Oligonucleotides ("Köster Patent") (for details cf. above under Section 4.10(a)(i) Index 14.1-4)	January 1, 1990

\*Expiry date: February 16, 2005

INDEX	PARTIES (PROLIGO TO THIRD PARTY)	SUBJECT	DATE
14.6-9	License Agreement: Millipore Corp. to American Bionetics, Inc.*  [subsequently assigned to JBL Speciality Chemicals, Inc. (as Licensee) which was acquired by Promega]	US Patent Number 4,725,677 issued February 16, 1988 and corresponding foreign patents and patent applications regarding the Process for the Preparation of Oligonucleotides ("Köster Patent") (for details cf. above under Section 4.10(a)(i) Index 14.1-4)	July 1, 1988
14.6-10	License Agreement: Proligo LLC to Link Technologies Ltd.  [until expiry of the patents]	US Patent Number 6,737,236 and PCT/US98/00649 regarding the Bioconjugation of Macromolecules (for details cf. above under Section 4.10(a)(i) Index 14.1-8); US Serial Number 09/845,742 and PCT application PCT/US01/13956 regarding the Method for Immobilizing Oligonucleotides Employing the Cycloaddition Bioconjugation Method (for details cf. above under Section 4.10(a)(i) Index 14.1-12a); US Serial Number 10/349,195 and PCT application PCT/US03/02008 regarding the Methods for the Integrated Synthesis and Purification of Oligonucleotides (for details cf. above under Section 4.10(a)(i) Index 14.1-17a)	April 1, 2004
14.6-11	License Agreement: Proligo LLC to Affymetrix, Inc.  [until expiry of the patents]*	US Patent Number 4,725,677 issued February 16, 1988 and corresponding foreign patents and patent applications regarding the Process for the Preparation of Oligonucleotides ("Köster Patent") (for details cf. above under Section 4.10(a)(i) Index 14.1-4)	February 24, 2004
14.6-13	Settlement and License Agreement between Perceptive Biosystems, Inc and ChemGenes Corp.*	US Patent Number 4,725,677 issued February 16, 1988 and corresponding U.S. patents and patent applications regarding the Process for the Preparation of Oligonucleotides ("Köster Patent") (for details cf. above under Section 4.10(a)(i) Index 14.1-4)	March 15, 1996
14.6-14	License Agreement: Proligo LLC to EraGen Biosciences, Inc.*	In the context of a cross-license agreement (cf. Index 14.7.22) US Patent Number 4,725,677 issued February 16, 1988 and corresponding foreign patents and patent applications regarding the Process for the Preparation of Oligonucleotides ("Köster Patent") (for details cf. above under Section 4.10(a)(i) Index 14.1-4)	May 27, 2004

\* Expiry date: February 16, 2005



• **Current License Agreements licensing intellectual property rights used, but not owned by, the Companies from third parties (In-bound License Agreements)**

INDEX	DESCRIPTION	SUBJECT	DATE
14.7-1	License Agreement: Nigu Chemie GmbH to Proligo LLC [including R+D contract between Nigu Chemie GmbH and Chemogenix GmbH]	Grant of an exclusive worldwide license regarding the patents listed in Schedule 4.10(a)(i) Index 14.1-23 above	March 23, 2000 / April 7, 2000
14.7-1a	1. Amendment	Amendments regarding R&D Agreement with Chemogenix	August 7/13, 2001
14.7-1b	2. Amendment	Amendment of license fee	January 20/23, 2003
14.7-1c	3. Amendment	Extension of license grant to include USSN 10/764989 and related applications and foreign counterparts, and to give Proligo the right to grant sublicenses to these applications.	June 10, 2004
14.7-3	License Agreement: Ajinomoto Co., Inc. to Proligo LLC	Grant of a non-exclusive worldwide (subject to the existence of such patents in the respective countries) license regarding the patents listed in Schedule 4.10(a)(i) Index 14.1-24 above and any division, reissues, continuations, renewals, extensions and foreign counterpart thereof	April 15, 1999
14.7-4	Purchase and Restricted Use Agreement: Sequenom GmbH and Sequenom, Inc. to Proligo LLC (including Servie / Maintenance contract dated August 30, 2002)	Grant of the limited right to use the MassARRAY Products worldwide, without the transfer or sublicense rights for the purposes of the MassARRAY Products for MALDI-TOF facilitated oligonucleotide quality control analysis	April 29, 2002
14.7-5	License Agreement: Isis Pharmaceuticals, Inc. to Proligo LLC	Grant of a non-exclusive, worldwide license without sublicense or transfer right to any third party under the patents listed in Schedule 4.10(a)(i) Index 14.1-25 above to use and sell DCI in conjunction with using DCI as an activator in oligonucleotide synthesis and covered by a DCI related claim of the patents mentioned above	October 25, 2002
14.7-6	Supply and License Agreement: Amersham Biosciences Corp. to Proligo LLC	Grant of a non-exclusive license under the patents listed in Schedule 4.10(a)(i) Index 14.1-26 above and foreign equivalent patents and foreign and US counterpart applications for such purposes for the purposes of fluorescence dyes and reagents as applied in life science research only	July 10/24, 2002
14.7-8	Supply, Manufacture and Resale Agreement: Beckman Coulter, Inc. (BCI) to Proligo LLC	Grant of a personal, royalty-free, non-exclusive, worldwide limited license restricted to (a) acquiring the BCI Materials from BCI, (b) incorporating the BCI Materials into Proligo Products, and (c) selling the Proligo Products with the BCI Materials to users of the BCI instrument.	May 20, 2002
14.7-11	License Agreement: Raylo Chemicals, Inc. to Proligo LLC (including Patent Sale and Merchandise Credit Agreement between Raylo Chemicals, Inc. and)	Grant of a non-exclusive, non-sublicensable, royalty-free, worldwide license under the patents listed in Schedule 4.10(a)(i) Index 14.1-28 above to manufacture and sell licensed products for the shorter of the life of the licensed patents or Raylo's possession of the same	August 14, 2003
14.7-12	License Agreement: Exiqon A.S. to Proligo LLC (License Agreement)	Grant of a license under the patents listed in Schedule 4.10(a)(i) Index 14.1-29 above to make, have made, sell, have sold LNA (bicyclic and tricyclic nucleoside compounds referred to as "Locked Nucleic Acids") amidites and LNA on controlled pore glass support to the research market, to Exiqon licensees and sub-licensees of the LNA technology, to customers that are solely developing LNA based products for their own research and development and to make, have made, sell, have sold LNA oligomers to the research market and to Exiqon licensees and sub-licensees of LNA technology	November 5/7, 2002
14.7-12a	Addendum to License Agreement: Exiqon A.S. to Proligo LLC (Addendum to the License Agreement)	Addendum regarding LNA Easy Access Programme	August 12/18, 2003

INDEX	DESCRIPTION	SUBJECT	DATE
14.7-13	Supply and License Agreement: Innosense, S.f.l. to Genset S.A.	Grant of a exclusive (regarding Japan) and a non-exclusive (regarding rest of the world) license under the patents listed in Schedule 4.10(a)(i) Index 14.1-30 (including foreign counterparts thereto as well as any continuation, reissue or re-examination patent thereof) to use and sell INNOSENSE IRIS DYES	June 3, 2002
14.7-14b	License and Supply Agreement: Roche Diagnostics GmbH to Genset S.A.	Grant of a non-exclusive, non-sublicensable license under the patents listed in Schedule 4.10(a)(i) Index 14.1-31 (including all divisionals, continuations, continuations-in-parts and foreign equivalents) to use LC Dyes and Amersham Dyes for custom synthesis of Hybridization Probes and to promote and sell such product and services worldwide in the research field subject to further restrictions contained in the agreement	March 28/April 9, 2003; renewed January 1, 2004
14.7-15	License/Supply Agreement: Molecular Probes, Inc. to Genset Oligos (License and Supply Agreement)	Grant of a non-exclusive license in North America, Asia and Europe to use MPI Dyes (as defined in the agreement) to make custom oligos and to transfer custom oligos to end users for the use as direct research reagents	December 19, 2000/ January 22, 2001
14.7-15a	Amendment to License/Supply Agreement: Molecular Probes, Inc. to Genset Oligos (Amendment to License and Supply Agreement)	Amendment of address for notification under the agreement	June 13/August 21, 2002
14.7-16	License Agreement: The Public Health Research Institute of the City of New York, Inc. to Genset S.A.	Grant of a non-exclusive worldwide license under the patents listed in Schedule 4.10(a)(i) Index 14.1-32 (including all divisionals, continuations, continuations-in-parts and foreign equivalents) to manufacture, have manufactured and import Licensed Molecular Beacon Probes, either separately or included in Oligonucleotide Sets, to offer, sell and promote such probes and sets to end users for their Research, and to pass on to end-user purchasers with such probes and sets the right under the above mentioned patent rights to use the purchased probes and sets for Research	November 16, 2000/ January 24, 2001
14.7-17	License Agreement: Boehringer Mannheim GmbH to Genset S.A.	Grant of a non-exclusive worldwide license without the right to grant sublicenses under the patents listed in Schedule 4.10(a)(i) Index 14.1-33 (including all divisionals, continuations, continuations-in-parts and foreign equivalents) to use Licensed Products for labelling of nucleic acids	October 15/27, 1998
14.7-17a	Amendment to License Agreement: Roche Diagnostics GmbH (formerly Boehringer Mannheim GmbH) to Genset S.	Addendum regarding the term of the license agreement	January 11/29, 2002
14.7-18	Patent License Agreement: DxS Ltd. to Genset S.A.	Grant of a (co)-exclusive non-sublicensable worldwide license under the patents listed in Schedule 4.10(a)(i) Index 14.1-34 (including all divisionals, continuations, continuations-in-parts and foreign equivalents) to use, for internal testing purposes only, and to make and have made Licensed Products to allow Genset, its Affiliates and distributors to offer for sale, sell and have sold Licensed Products subject to the further terms of the license agreement	February 6, 2002
14.7-19	Resale Use Agreement: Biosearch Technologies, Inc. to Genset S.A. (Black Hole Quencher Dye Re-Sale Use Agreement)	Grant to synthesize, market and sell DNA probes incorporating the BHQ dyes for any and all Genset customers subject to the restrictions outlined in the agreement	July 7 / 19, 2001
14.7-20	siRNA Distributor License Agreement: Massachusetts Institute of Technology to Genset S.A.	Grant of a co-exclusive non-sublicensable worldwide license under the patents listed in Schedule 4.10(a)(i) Index 14.1-35 (including all divisionals, continuations, continuations-in-parts and foreign equivalents) to develop, make, have made, use, sell, offer to sell, lease, and import Licensed Processes and Licensed Products as research reagents	January 29, 2002
14.7-22 (sec 14.6-14)	License Agreement: EraGen Biosciences, Inc.	Grant of a non-exclusive, not sub-licensable, worldwide license under the license under the patents listed in Schedule 4.10(a)(i) Index 14.1-36 to make, use and sell oligonucleotides containing iso-bases, and to make and sell phosphoramidites containing iso-bases, after EraGen decides to outsource this business segment.	May 27, 2004

INDEX	DESCRIPTION	SUBJECT	DATE
14.7-23 (see 14.6-13)	Settlement and License Agreement between Perceptive Biosystems, Inc and ChemGenes Corp.	Grant of a worldwide, non-exclusive, non-transferable royalty-free license regarding US Patent Number 5,214,135 and any extensions, continuations, reissues, or re-examinations thereof (for details cf. above under Section 4.10(a)(i) Index 14.1-37)	March 15, 1996

- **License of Know How**

INDEX	DESCRIPTION	SUBJECT	DATE
14.7-24	Supply and Resale Agreement: Proligo LLC and RNAi CO., LTD	Supply of products by Proligo to RNAi CO., LTD and grant of a license by RNAi CO., LTD to Proligo to sell worldwide, excluding Japan, oligonucleotides targeting certain genes, whereby the sequences of said oligonucleotides are designed by RNAi CO., LTD using their proprietary technology.	December 15, 2004

- **Assignments or other Transfers of IP Rights** (under which the assignment or transfer has not yet been consummated)

None.

- **Other material IP rights licensed for and used in Business** (other than shrink wrap software licenses and other licenses that are generally commercially available)

INDEX	DESCRIPTION	SUBJECT	DATE
14.2-7	License from JD Edwards & Company (now PeopleSoft, Inc.) for a Enterprise Resource Planning software	Grant of a non-exclusive, perpetual limited license to use the programming code for the identified software on Proligo's systems	October 31, 2000
14.7-10	Development and License Agreement: Celadon Laboratories, Inc. to Proligo LLC (Software development and license, including Personal Service Agreement of the same date)	Grant of a perpetual, irrevocable, fully-paid, royalty-free right and license, exercisable on the Proligo platform, to use ProbelTy and associated ProbelTy Applications, including PsiRNA, but not including the Excluded ProbelTy Applications, in object code and source code form, as part of Proligo's marketing and sale of its oligonucleotide products	January 20, 2003 including Personal Service Agreement of the same date
14.7-25	License from Pilot Software Acquisition Corp. for a Business Intelligence software	Grant of a perpetual, non-exclusive end user license to use the Software to develop and maintain applications	April 17, 2003
14.7-26	License from Salient Corp. for a Customer Relationship Management software	Proligo has a generic license for Selligent software (similar to MS office etc) but no separate license agreement is in place	N/A
14.7-27	P&P Production Software for multi-column synthesis and deprotection of oligonucleotides	Developed inhouse	N/A

• **Materials and Information Transfer Agreements related to IP**

INDEX	DESCRIPTION	SUBJECT	DATE
14.14-A-1	Proligo LLC and University of Greenwich	Patent protection and right to license of technology pertaining to the detection and amplification of nucleic acids	October 12, 2000
14.14-A-2	Proligo LLC and Eikos, Inc.	Transfer of LNA oligonucleotides and research into substitution of LNA residues	November 22 / December 8, 2000
14.14-A-3	Proligo LLC and Luminex Corp.	Transfer of LNA Oligonucleotide probes and research by immobilization and testing in LabMap system	December 12 / 14, 2000
14.14-A-4	NeXstar Pharmaceuticals and Hauser Chemical Research, Inc.	Assumption of rights and obligations under the contract dated October 24, 1996 between NeXstar and Hauser	November 1, 1998
14.14-A-5	Proligo LLC and Genicon Sciences, Inc.	Transfer of Oligonucleotides and other compounds and research by immobilization and using signal generation and detection by resonance light scattering	April 19 / March 24, 2000
14.14-A-6	Proligo LLC and Renne J. Mroz-Carter	Literature research and provision of results	October 23, 1998
14.14-A-7	Proligo LLC and Genta, Inc.	Transfer of developments relating to Antisense Technology for preparation of bcl-2 antisense drug products	January 25, 2000 / February 2, 2001
14.14-A-8	Proligo LLC and National Institute of Health	Transfer of oligonucleotide species for Triplex Forming Oligonucleotide experiments	January 11 / 23, 2001
14.14-A-9	Proligo LLC and Free University of Berlin	Transfer of Oligonucleotides for research purposes	Undated
14.14-A-10	Proligo LLC and David Cory (University of Texas Southwest Medical Center)	Transfer of Oligonucleotides for research purposes	Undated
14.14-A-11	Proligo Biochemie GmbH and Merck KgaA	Transfer of PVA-Carrier for DNA-synthesis	September 17 / 25, 2001
14.14-A-12	Proligo LLC and Victoria University Manchester of Oxford Road	Transfer of exciplex labelled Oligonucleotides for evaluation	December 12 / 18, 2001
14.14-A-13	Proligo LLC and University of Colorado Health Science Center	Transfer of LNA containing Oligonucleotides, oligonucleotide conjugates and specific procedures for biopharmaceutical studies	March 20, 2002
14.14-A-14	Proligo LLC and Friz Biochem GmbH	Transfer of samples of diene-modified phosphoramidites and related information for conjugation of Oligonucleotides with peptides and proteins	March 11 / 13, 2002
14.14-A-15	Proligo LLC and University of Massachusetts Medical School	Transfer of LNA containing Oligonucleotides, oligonucleotide conjugates and specific protocols and design service for enhancing siRNA molecules and testing	August 22 / 27, 2002
14.14-A-16	Proligo LLC and MWG Biotech AG	Transfer of DMT-C6-Aminolinker for synthesis, purification and manufacturing of Oligonucleotides	September 4 / 6, 2002
14.14-A-17	Proligo LLC and Instituto di Chimica Biologica	Transfer of LNA sequences for completion of screening further testing	November 4, 2002
14.14-A-18	Proligo LLC and Laboratoire d'Oncopharmacologie (ISERM U564)	Transfer of Oligonucleotides for research into polymorphism of enzymes	November 27, 2002
14.14-A-19	Genset Oligos and University Technologies International, Inc.	Transfer of oligonucleotide division for evaluation regarding technology for cleaving synthetic DNA/RNA	September 26, 2001
14.14-A-20	Genset S.A. and DxS Ltd.	Provision of fluorescent and non-fluorescent probes, Dabcyl and Black Hole Quenchers for comparison of technologies	January 1, 2002
14.14-A-21	Genset Oligos and Keris	Upgrade of GenericReplier as part of the IT- network	December 21, 2001 / January 24, 2002
14.14-A-22	Genset Corp. to Genset Oligos Corp.	Transfer of assets	January 1, 2001
14.14-A-23	Genset Singapore Biotechnology Ltd. and National University of Singapore	Sale and Purchase of business of the Bioprocessing Technology Centre	January 1, 1998
14.14-A-24	Proligo LLC and Codgene	Transfer of LNA probes for development of detection test of DNA	February 12 / 24, 2003

INDEX	DESCRIPTION	SUBJECT	DATE
14.14-A-25	Proligo LLC and Trustees of the University of Pennsylvania	Transfer of LNA containing Oligonucleotides, oligonucleotide conjugates and specific protocols and design service for evaluation of hybridization	January 21 / 22, 2003
14.14-A-26	Proligo LLC and EraGen Biosciences, Inc.	Transfer of specific Oligonucleotides for research purposes to Proligo and grant of a license to use derivatives or improvements by EraGen	September 10 / 12, 2003
14.14-A-27	Proligo LLC and Roche Diagnostics	Transfer of LightCycler Red 610 NHS ester for studies for synthesizing a LightCycler Hybridization probe	July 15 / 25, 2003
14.14-A-28	Proligo LLC and Centre National de la Recherche Scientifique (CNRS)	Provision of siLNA for comparison of efficiency of siRNA and LNA	February 12 / March 16, 2004
14.14-A-29	Proligo LLC and Hybrigenics	Supply of "siRNA new" for analyzing the effect on the RNAi activity	March 10 / 16, 2004
14.14-A-30	Proligo LLC and Dr Georges Baffet (INSERM U522)	Transfer of siLNA molecules for testing their use for down regulating the expression levels of MAPK proteins	February 6 / 10, 2004
14.14-A-31	Proligo LLC and INSERM (Unite 386)	Transfer of specific LNA sequences for selective targeting of domain III of the HCV IRES	October 10 / 23, 2003
14.14-A-32	Proligo LLC and Roachteq, LLC	Joint development agreement in order to enhance the Deltateq IP technology (Patent No. 2003 / 0059807)	February 26, 2004; amended April 10, 2004
14.14-A-33	Proligo LLC and Jorgem Kjems (University of Aarhus)	Transfer of various Oligonucleotides for developing small transactivating RNA	September 18 / October 23, 2003
14.14-A-34	Proligo LLC and Trustees of University of Pennsylvania	Transfer of synthesized SQRN molecules for evaluation of SQRN	October 22 / 23 / November 3, 2003
14.14-A-35	Proligo LLC and CEH Oxford	Transfer of sequences of DNA and LNA ribonucleases for testing efficacy for rRNA cleavage	October 1 / 23, 2003
14.14-A-36	Proligo LLC and Premier Biosoft International	Collaboration Agreement	January 15, 2003
14.14-A-37	Proligo Australia and Plant Biotechnology Centre, Primary Industries Research Victoria	Transfer of fluorescently labelled oligonucleotides for evaluation in certain applications	March 15, 2004
14.14-A-38	Proligo LLC and RNAX GmbH	Transfer of "siRNAs" for testing their knock down efficiency	February 28 / March 18, 2004
14.14-A-39	Proligo LLC and Professeur Rigaud	Supply of siRNAs targeting the cyclooxygenase 2 gene of rat for evaluation	August 4, 2004
14.14-A-40	Proligo LLC and Aventis Pharma Deutschland	Supply of siRNAs of a new generation for testing on a specific target	September 20, 2004
14.14-A-41	Proligo LLC and GlaxoSmithKline Research & Development Ltd.	Supply of enhanced siRNAs for a certain Research Project	September 13, 2004; amended September 30, 2004

• Confidential Disclosure Agreements related to IP (CDA Agreements)

INDEX	DESCRIPTION		DATE
14.14-B-1	Proligo LLC and 454 Corporation	Two Way	February 15/18, 2002
14.14-B-2	Proligo LLC and AAI Pharma, Inc.	Two Way	July 31, 2002
14.14-B-3	Proligo LLC and Abbott Laboratories	Two Way	February 2 / 5, 1999
14.14-B-4	Proligo LLC and Acamas Electronique	Two Way	June 18, 2003
14.14-B-5	Proligo LLC and Acerna, Inc.	Two Way	May 1, 2001
14.14-B-6	Proligo LLC and Addams-Pike Associates	Two Way	May 16, 2000
14.14-B-7	Proligo LLC and Aegera Oncology, Inc.	Two Way	July 5, 2001
14.14-B-8	Proligo LLC and Affymetrix	Two Way	October 11, 2002
14.14-B-9	Proligo LLC and Affymetrix	Two Way	December 17, 2002
14.14-B-10	Genset Oligos Corporation and Affymetrix	Two Way	February 27 / March 4, 2002
14.14-B-11	Intentionally left blank	Two Way	
14.14-B-12	Proligo LLC and Agilent Technologies, Inc.	Two Way	December 14 / 18 2000
14.14-B-13	Proligo LLC and Agilent Technologies, Inc.	Two Way	October 25, 2000
14.14-B-14	Proligo LLC and Agilent Technologies, Inc.	Two Way	January 10, 2000
14.14-B-15	Proligo LLC and Agilix Corporation	Two Way	March 29, 2001
14.14-B-16	Proligo LLC and Ajinomoto Co., Inc.	Two Way	September 17, 1998
14.14-B-17	Proligo LLC and Akceli, Inc.	Two Way	August 1, 2003
14.14-B-18	Intentionally left blank	Two Way	
14.14-B-19	Proligo LLC and Ambion	Two Way	February 23, 2004
14.14-B-20	Proligo LLC and Ameyte, Inc.	Two Way	May 19 / 27, 2003
14.14-B-21	Proligo LLC and Amersham Biosciences Corp.	Two Way	August 26 / September 4, 2003
14.14-B-22	Proligo LLC and Amersham Biosciences Corp.	Two Way	August 28, 2001
14.14-B-23	Proligo LLC and Amersham Pharmacia Biotech	Two Way	July, 1999
14.14-B-24	Proligo LLC and Amgen, Inc.	Two Way	January 15, 2001
14.14-B-25	Proligo LLC and Ample Technology Center, Inc.	Two Way	June 12 / 15, 2003
14.14-B-26	Proligo LLC and Angiogene, Inc.	Two Way	August 29, 2001
14.14-B-27	Proligo LLC and Antisense Pharma GmbH	One Way to Proligo LLC	September 9 / October 21 / November 8, 1999
14.14-B-28	Proligo LLC and API Center	Two Way	April 24, 2001
14.14-B-29	Proligo LLC and Andreas Bohle, M.D.	Two Way	November 3, 1998
14.14-B-30	Proligo LLC and Archemix Corp.	Two Way	January 15, 2002
14.14-B-31	Proligo LLC and Artus GmbH	Two Way	January 14, 2004
14.14-B-32	Proligo LLC and Asia Elan Corporation	Two Way	September 28, 2001
14.14-B-33	Proligo LLC and AstraZeneca UK Limited	One Way to Proligo	August 20, 2001
14.14-B-34	Proligo LLC and Atis SA	Two Way	June 17, 2003
14.14-B-35	Proligo LLC and Austin Chemical	Two Way	November 4, 1998
14.14-B-36	Proligo LLC and Avecia Limited	Two Way	November 1, 1999
14.14-B-37	Proligo LLC and AVI BioPharma, Inc.	Two Way	February 5, 2001
14.14-B-38	Intentionally left blank	Two Way	
14.14-B-39	Genset Oligos Corp. and Anadys Pharmaceuticals	Two Way	September 27, 2001
14.14-B-40	Genset Oligos Corp. and Beckman Coulter	Two Way	March 13, 2002
14.14-B-41	Proligo LLC and Beckman Coulter	Two Way	June 27, 2002
14.14-B-42	Proligo LLC and Beckman Coulter, Inc.	Two Way	December 7, 1999
14.14-B-43	Proligo LLC and Bertin Technologies	Two Way	July 10, 2003
14.14-B-44	Proligo LLC and BioAutomation	Two Way	October 6, 2000
14.14-B-45	Proligo LLC and BioChem (Labor Analytic) GmbH	Two Way	October 8, 2001
14.14-B-46	Proligo France SAS and BioChip Technologies GmbH	Two Way	July 11, 2002
14.14-B-47	Proligo Biochemie GmbH and BioChip Technologies GmbH	Two Way	July 16, 2001
14.14-B-48	Proligo LLC and Biolytic Lab Performance, Inc.	Two Way	December 16, 1999
14.14-B-49	Proligo LLC and Biomerieux, Inc.	One Way to Proligo	July 13, 2001

INDEX	DESCRIPTION		DATE
14.14-B-50	Genset S.A. and Bioprocessing Technology Center	One Way from Genset	June 3, 1997
14.14-B-51	Proligo LLC and BioProfile Corporation	Two Way	December 11, 2002
14.14-B-52	Proligo LLC and BioRad Laboratories, Inc.	Two Way	March 11, 2002
14.14-B-53	Proligo LLC and BioRad Laboratories, Inc.	Two Way	March 17, 2004
14.14-B-54	Proligo LLC and Biosearch Technologies, Inc.	Two Way	November 22, 1999
14.14-B-55	Proligo LLC and Biosearch Technologies, Inc.	Two Way	May 11, 2004
14.14-B-56	Proligo LLC and Biospring GmbH	Two Way	December 7, 1998
14.14-B-57	Genset and Boehringer Mannheim GmbH	Two Way	July 8, 1998
14.14-B-58	Proligo LLC and Bohle, Andreas	Two Way	November 3, 1998
14.14-B-59	Proligo LLC and Business Analytics, LLC	Two Way	February 28, 2003
14.14-B-60	Proligo LLC and Business Analytics, LLC	Two Way	February 2, 2003
14.14-B-61	Proligo LLC and Byk Gulden Lomberg Chemische	One Way to Proligo	May 29, 2001
14.14-B-62	Proligo LLC and Caliper Technologies Corp.	Two Way	October 5, 2000
14.14-B-63	Proligo LLC and Campbell, Krista	One Way from Proligo	June 25, 2001
14.14-B-64	Proligo LLC and Cargill Canola Specialty Oils	Two Way	April 25, 2002
14.14-B-65	Proligo LLC and Carter, Jeff	Two Way	January 9, 2002
14.14-B-66	Proligo LLC and Cato Recherche Canada	Two Way	February 25, 2000
14.14-B-67	Proligo LLC and Cato Research Ltd.	Two Way	August 7, 2000
14.14-B-68	Intentionally left blank	Two Way	
14.14-B-69	Proligo LLC and Cerbios Pharma SA	One Way to Proligo	December 10 / 21 / 22, 1998
14.14-B-70	Proligo LLC and Chem Tag International	Two Way	October 31, 2001
14.14-B-71	Proligo LLC and Chemfield Resources	Two Way	August 2, 2001
14.14-B-72	Proligo LLC and Chemisches Laboratorium, Dr. Vosbrodt GmbH	Two Way	August 1, 2000
14.14-B-73	Proligo LLC and Chemogenix GmbH	Two Way	October 17 / 24, 2003
14.14-B-74	Proligo LLC and Chemogenix GmbH	Two Way	March 13, 2002
14.14-B-75	Proligo LLC and ChemSource & Services	Two Way	May 26, 1999
14.14-B-76	Proligo LLC and Chiron Corp.	Two Way	September 28, 2000
14.14-B-77	Proligo LLC and Cleveland Clinic Foundation	Two Way	January 30, 2001
14.14-B-78	Proligo LLC and Clinical MicroSensors/Motorola, Inc.	Two Way	November 1 / December 14, 2000
14.14-B-79	Genset Oligos Corp. and Becton Dickinson	Two Way	August 28 / September 4, 2001
14.14-B-80	Genset Oligos Corp. and Digital Gene Technologies, Inc.	One Way to Genset	June 1, 2001
14.14-B-81	Nexstar Pharmaceuticals and CN Biosciences	Two Way	March 18, 1998
14.14-B-82	Intentionally left blank	Two Way	
14.14-B-83	Proligo LLC and Coldwell Banker Commercial	Two Way	September 5, 2000
14.14-B-84	Proligo LLC and Coley Pharmaceuticals	Two Way	July 26, 1999
14.14-B-85	Proligo LLC and Conet USA, Inc.	Two Way	June 27, 2001
14.14-B-86	Proligo LLC and Connaissance Consulting	Two Way	January 11, 2002
14.14-B-87	Proligo LLC and CpG ImmunoPharmaceuticals	Two Way	July 26, 1999
14.14-B-88	Proligo LLC and Connaissance (Brian Hartug)	One Way from Proligo	January 11, 2002
14.14-B-89	Proligo LLC and Corcoran, Mike	Two Way	December 13, 1999
14.14-B-90	Proligo LLC and Corgentech, Inc.	Two Way	September 1, 2000
14.14-B-91	Proligo LLC and Covance Laboratories, Inc.	Two Way	September 22 / October 3, 2000
14.14-B-92	Proligo LLC and CRB	Two Way	November 27, 2001
14.14-B-93	Nexagen and Cruachem, Inc.	One Way from Nexagen	March 24, 1994
14.14-B-94	Proligo LLC and CW Industries	Two Way	January 24, 2001
14.14-B-95	Proligo LLC and Cytogenix, Inc.	Two Way	October 11, 2000
14.14-B-96	Proligo LLC and Cytokinetics, Inc.	Two Way	April 12, 2002
14.14-B-97	Proligo LLC and Davos Chemical Corporation	Two Way	January 10, 2001
14.14-B-98	Proligo LLC and Dedietch	Two Way	August 1, 2001
14.14-B-99	Nexstar and Degussa AG	Two Way	March 2, 1998
14.14-B-100	Proligo LLC and Dharmacon, Inc.	Two Way	January 9, 2004
14.14-B-101	Proligo LLC and Diatide, Inc.	Two Way	June 6, 2000

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14.14-B-102	Proligo LLC and Digital Specialty Chemicals, Inc.	Two Way	August 2, 2001
14.14-B-103	Proligo LLC and Diversa Corporation	Two Way	January 30, 2001
14.14-B-104	Proligo LLC and DNA Software, Inc.	Two Way	May 9, 2001
14.14-B-105	Proligo LLC and Dongbu Hahnong Chemical Co.	Two Way	May 22, 2002
14.14-B-106	Proligo LLC and Dongbu Hahnong Chemical Co.	Two Way	April 18, 2001
14.14-B-107	Proligo LLC and Dow Chemical Company	Two Way	March 18 / 22, 2003
14.14-B-108	Proligo LLC and Dow Chemical Company	Two Way	March 24, 2003
14.14-B-109	NeXstar Pharmaceuticals, Inc. and Dow Chemical Company	Two Way	July 6 / 8, 1998
14.14-B-110	Proligo LLC and DuPont Pharmaceuticals Company	Two Way	September 27, 1999
14.14-B-111	Proligo LLC and Dynavax Technologies Corp.	Two Way	October 21, 1999
14.14-B-112	Proligo LLC and Eikos Inc.	Two Way	June 1, 2000
14.14-B-113	Proligo LLC and Eirx Therapeutics Ltd.	Two Way	April 9, 2002
14.14-B-114	Genset S.A. and eLabs Europe	Two Way	March 29, 2000
14.14-B-115	Proligo LLC and Elchrom Scientific AG	Two Way	November 24, 2003
14.14-B-116	Proligo LLC and ELEOS, Inc.	Two Way	March 18, 2002
14.14-B-117	Proligo LLC and Eli Lilly and Co.	Two Way	January 3 / 11, 2002
14.14-B-118	Proligo LLC and EM Microelectronic US	Two Way	August 30, 2001
14.14-B-119	Proligo LLC and EM Science	Two Way	February 15, 2000
14.14-B-120	Proligo LLC and Engineering Computer Consultants	One Way to Proligo	September 8, 2000
14.14-B-121	Proligo LLC and Entegris, Inc.	Two Way	January 25, 2002
14.14-B-122	Proligo LLC and Entegris, Inc.	Two Way	January 25 / 31, 2002
14.14-B-123	Proligo LLC and ENZA Zaden	Two Way	October 1, 2001
14.14-B-124	Genset Corp. and Enzo Biochem, Inc.	Two Way	July 15, 1999
14.14-B-125	Proligo LLC and Epoch Pharmaceuticals, Inc.	Two Way	October 19, 2000
14.14-B-126	Proligo LLC and EraGen Biosciences, Inc.	Two Way	September 10, 2003
14.14-B-127	Intentionally left blank	Two Way	
14.14-B-128	Proligo LLC and Eurogentec SA	Two Way	June 15, 1999
14.14-B-129	Proligo LLC and Eurproteome AG	Two Way	January 2 / 18, 2002
14.14-B-130	Proligo LLC and Exiqon (Jan Skouy)	Two Way	July 19, 2000
14.14-B-131	Proligo LLC and ExpressOn Biosystems Ltd.	Two Way	April 23, 2003
14.14-B-132	Proligo LLC and EyeTech Pharmaceuticals	Two Way	April 6, 2000
14.14-B-133	Proligo LLC and EyeTech Pharmaceuticals, Inc. and Pfizer	Two Way	November 6, 2003
14.14-B-134	Proligo LLC and EON Venture Partners GmbH	Two Way	September 25, 2001
14.14-B-135	Proligo LLC and Faustus Forschungs Compagnie	Two Way	January 2, 2002
14.14-B-136	Proligo LLC and Ferrarius Biotechnologie GmbH	Two Way	May 24, 2000
14.14-B-137	Proligo LLC and Finch Technologies	Two Way	November 3, 2000
14.14-B-138	Proligo LLC and Fisher Scientific Company LLC	Two Way	February 11, 2002
14.14-B-139	Proligo LLC and Fisher Scientific Company LLC	Two Way	June 19, 2002
14.14-B-140	Proligo LLC and Dr. Michael Gait	Two Way	November 1, 2001
14.14-B-141	Proligo LLC and Galbraith Laboratories	Two Way	February 11, 2002
14.14-B-142	Proligo LLC and Gamida Sense	Two Way	November 6, 2001
14.14-B-143	Genset S.A. and GamidaGen Ltd.	One Way to Genset SA	March 12, 1997
14.14-B-144	Proligo LLC and Gemini Biotech	Two Way	March, 1999
14.14-B-145	Proligo LLC and Gen-Probe, Inc.	Two Way	February 8, 2002
14.14-B-146	Proligo LLC and Gen-Probe, Inc.	Two Way	September 19, 2000
14.14-B-147	Proligo Biochemie GmbH and Gen-Probe, Inc.	Two Way	March 4, 2004
14.14-B-148	Genset S.A. and Genasia Biotechnology	Two Way	September 27, 2001
14.14-B-149	Proligo LLC and Gene Design, Inc.	Two Way	December 17, 2003
14.14-B-150	Proligo Biochemie GmbH and Gene Design, Inc.	Two Way	May 27, 2004
14.14-B-151	Genset S.A. to Gene Therapy Systems	Two Way	August 16, 2000
14.14-B-152	Proligo LLC and Gene-Probe, Inc.	Two Way	February 11, 1999
14.14-B-153	Proligo LLC and Gene-Probe, Inc.	Two Way	September 14, 2000
14.14-B-154	Proligo LLC and Genta, Inc.	Two Way	September 8, 1998
14.14-B-155	Proligo LLC and Genenet Co., Ltd.	Two Way	January 9, 2004
14.14-B-156	Proligo LLC and GeneScan Europe AG	Two Way	January 24, 2000



INDEX	DESCRIPTION		DATE
14.14-B-157	Proligo LLC and GeneSense Technologies, Inc.	One Way to Proligo	May 12, 1999
14.14-B-158	Proligo LLC and Genetic Technologies Ltd.	Two Way	January 11, 2002
14.14-B-159	Proligo LLC and GeneTrace Systems, Inc.	One Way to Proligo	October 19, 1998
14.14-B-160	Proligo LLC and Genicon Sciences Inc.	Two Way	January, 2000
14.14-B-161	Proligo LLC and Genigma	Two Way	February 26, 2003
14.14-B-162	Proligo LLC and Genisphere Inc.	Two Way	February 26, 2001
14.14-B-163	Proligo LLC and Genmethrax	Two Way	July 7, 2000
14.14-B-164	Genset S.A. and Genome Pharmaceutical Corporation GmbH	One Way to Genset SA	August 1, 1999
14.14-B-165	Proligo LLC and Genospectra, Inc.	Two Way	August 5, 2003
14.14-B-166	Proligo LLC and GenoVision, A.S.	Two Way	June 21, 2001
14.14-B-167	Proligo LLC and Genset S.A.	Two Way	July 13, 2001
14.14-B-168	Proligo LLC and Genset S.A.	One Way to Proligo	September 9, 1998
14.14-B-169	Intentionally left blank		
14.14-B-170	Proligo LLC and Geron Corp.	One Way to Proligo	May 1, 2002
14.14-B-171	Proligo LLC and Gilcad Sciences, Inc.	Two Way	February 28, 2002
14.14-B-172	Proligo LLC and Gilcad Sciences, Inc.	Two Way	March 16, 1999
14.14-B-173	Intentionally left blank		
14.14-B-174	Proligo LLC and Gilson Inc.	Two Way	May 1, 2001
14.14-B-175	Proligo LLC and Glaxo Smith Kline	Two Way	May 29, 2001
14.14-B-176	Proligo LLC and Glaxo Wellcome PLC	Two Way	April 20, 1999
14.14-B-177	Proligo LLC and Glen Research, Inc.	Two Way	September 2, 1998
14.14-B-178	NeXstar Pharmaceuticals, Inc. and Glen Research, Inc.	Two Way	July 16, 1997
14.14-B-179	Proligo LLC and Grunenthal GmbH	One Way to Proligo	January 21 / 23, 2002
14.14-B-180	NeXstar Pharmaceuticals, Inc. and Hesed Biomed, Inc.	Two Way	March 24, 1998
14.14-B-181	Genset S.A. and Hexagen Technology Ltd.	One Way to Genset S.A.	October 10, 1997
14.14-B-182	Proligo LLC and Hexal Gentech Forschungs GmbH	Two Way	January 7 / 29, 2002
14.14-B-183	Proligo LLC and Hokkaido System Science Co., Ltd.	Two Way	December 17 / 26, 2003
14.14-B-184	Proligo LLC and Honeywell International, Inc.	Two Way	January 31, 2002
14.14-B-185	Proligo LLC and Honeywell International, Inc.	Two Way	May 5, 2004
14.14-B-186	Proligo LLC and Hummingbird Ltd.	Two Way	March 31, 2003
14.14-B-187	Proligo LLC and Hybridon	Two Way	October 4, 2000
14.14-B-188	Left intentionally blank		
14.14-B-189	Proligo LLC and ICN Pharmaceuticals	Two Way	April 7, 1999
14.14-B-190	Proligo Biochemie GmbH and ID Biochem, Inc.	One Way to Proligo	March 3 / 12, 2004
14.14-B-191	Proligo LLC and IGT Pharma, Inc.	One Way to Proligo	April 17, 2000
14.14-B-192	NeXstar Pharmaceuticals, Inc. and Immusol, Inc.	Two Way	June 26 / July 2, 1998
14.14-B-193	GenSet S.A. and Incyte Pharmaceuticals, Inc.	One Way to GenSet	March 22, 1999
14.14-B-194	Proligo LLC and InDex Pharmaceuticals AB	Two Way	June 21, 2001
14.14-B-195	Proligo LLC and Inex Pharmaceuticals Corp. and Inc.	Two Way	November 12, 1998
14.14-B-196	Proligo LLC and Inex Pharmaceuticals Corp. and Inc.	Two Way	October 23, 1998
14.14-B-197	Proligo LLC and Inex Pharmaceuticals Corp. and Inc.	Two Way	March 24, 1998
14.14-B-198	Proligo LLC and Hauser, Inc.	One Way from Proligo	March 16 / 19, 1999
14.14-B-199	Intentionally left blank		
14.14-B-200	Intentionally left blank		
14.14-B-201	Intentionally left blank		
14.14-B-202	Proligo LLC and Information Acquisition System, Inc.	Two Way	June 22, 2001
14.14-B-203	Proligo LLC and Innogenetics N.V.	Two Way	March 15, 2002
14.14-B-204	Proligo LLC and Innosense Srl	Two Way	undated
14.14-B-205	Intentionally left blank		
14.14-B-206	Intentionally left blank		
14.14-B-207	Proligo LLC and Institute for Systems Biology	Two Way	May 3, 2001
14.14-B-208	Proligo LLC and Intercell GmbH	Two Way	June 7, 2001
14.14-B-209	Proligo LLC and Intergen Company	Two Way	April 11, 2000
14.14-B-210	Proligo LLC and International Therapeutics, Inc.	Two Way	October 2, 2003

INDEX	DESCRIPTION		DATE
14.14-B-211	Proligo LLC and Intervave Technology, Inc.	Two Way	February 26, 2001
14.14-B-212	Proligo LLC and Invitrogen Corp.	Two Way	September 23, 2002
14.14-B-213	Proligo LLC and Invitrogen Corp.	Two Way	December 4 / 5, 2000
14.14-B-214	Proligo LLC and Invitrogen, Inc.	Two Way	September 25, 2003
14.14-B-215	Proligo LLC and Isis Pharmaceuticals, Inc.	Two Way	January 20 / 27, 2003
14.14-B-216	Proligo LLC and Isis Pharmaceuticals, Inc.	Two Way	November 3, 1998
14.14-B-217	Proligo Biochemie GmbH and Japan Bioservices Co., Ltd.	Two Way	October 6, 2003
14.14-B-218	Intentionally left blank		
14.14-B-219	Proligo LLC and JD Edwards	Two Way	July 12, 2000
14.14-B-220	Proligo LLC and JM Hyde Consulting, Inc.	Two Way	April 18, 2001
14.14-B-221	Proligo LLC and Johnston, Paul D.	Two Way	January 31, 2002
14.14-B-222	Proligo LLC and Kalypsys, Inc.	Two Way	November 8, 2002
14.14-B-223	Proligo LLC and Keygene N.V.	Two Way	February 14, 2002
14.14-B-224	Proligo LLC and KMI (Paraxel Int., LLC	Two Way	March 30, 2001
14.14-B-225	Proligo LLC and Kobe University Graduate School	Two Way	June 13, 2002
14.14-B-226	Proligo LLC and KW Tunnell Consulting	Two Way	March 14, 2002
14.14-B-227	Proligo LLC and Kyushu University	Two Way	October 17, 2002
14.14-B-228	NeXstar Pharmaceuticals, Inc. and La Jolla Pharmaceutical Co.	Two Way	July 21, 1998
14.14-B-229	Proligo LLC and La Jolla Pharmaceutical Co.	Two Way	August 5 / 21, 2002
14.14-B-230	Proligo LLC and Lab Support	Two Way	October 6, 2000
14.14-B-231	Intentionally left blank		
14.14-B-232	Nigu Chemice GmbH and Larova Biochemie GmbH	Two Way	January 19 / 20, 1994
14.14-B-233	Proligo LLC and Lehman, Cindi	Two Way	August 15, 2000
14.14-B-234	Proligo LLC and LGC Limited	One Way to Proligo	April 24, 2003
14.14-B-235	Proligo LLC and LGC Limited	One Way to Proligo	April 24, 2003
14.14-B-236	Intentionally left blank		
14.14-B-237	Proligo LLC and Life Technologies	One Way to Proligo	January 4, 2000
14.14-B-238	Proligo LLC and Life Technologies, Inc.	One Way from Proligo	January 19 / 20, 1999
14.14-B-239	Intentionally left blank		
14.14-B-240	NeXstar Pharmaceuticals, Inc. and Lonza Ltd.	Two Way	June 28, 1997
14.14-B-241	Proligo LLC and Lorus Therapeutics, Inc.	Two Way	May 18, 2001
14.14-B-242	Proligo LLC and Los Alamos National Laboratory	Two Way	December 20 / 22, 2000
14.14-B-243	Proligo LLC and Lykeus Biotech GmbH	Two Way	November 29, 2002
14.14-B-244	Proligo LLC and Kyax Therapeutics, Inc.	Two Way	January 24 / 25, 2001
14.14-B-245	Proligo LLC and Mallinckrodt Baker, Inc.	Two Way	September 12 / 3 October, 2003
14.14-B-246	Proligo LLC and Mallinckrodt Baker, Inc.	Two Way	March 5, 2003
14.14-B-247	Proligo LLC and Mallinckrodt Baker, Inc.	Two Way	January 16, 2002
14.14-B-248	NeXstar Pharmaceuticals, Inc. and Mallinckrodt Inc.	Two Way	June 8, 1997
14.14-B-249	Proligo LLC and Medgene Bioscience Inc.	Two Way	September 15, 2000
14.14-B-250	Proligo LLC and MediChem Research Inc.	Two Way	May 24 / 31, 2000
14.14-B-251	Proligo LLC and Medval Services	Two Way	March 27, 2001
14.14-B-252	Genset S.A. and Medway/Innosense Srl	Two Way	October 3, 2001
14.14-B-253	Proligo LLC and Merck & Co., Inc.	Two Way	undated
14.14-B-254	Genset S.A. and Mergen Ltd.	Two Way	November 8, 1999
14.14-B-255	Proligo LLC and Merix Bioscience, Inc.	Two Way	August 1, 2002
14.14-B-256	Intentionally left blank		
14.14-B-257	Proligo LLC and Metkinen Inc.	Two Way	October 20, 2003
14.14-B-258	Proligo LLC and MGI Pharma Inc.	Two Way	April 11 / 20, 2001
14.14-B-259	Proligo LLC and Millennium Pharmaceuticals, Inc.	Two Way	May 5, 2003
14.14-B-260	Intentionally left blank		
14.14-B-261	Proligo LLC and Molecular Biosciences	Two Way	August 25, 1999
14.14-B-262	Proligo LLC and Molecular Sciences Research Group	Two Way	April 8, 2000
14.14-B-263	Proligo LLC and Molecular Sensing PLC	Two Way	March 15, 2002
14.14-B-264	Proligo LLC and Monomer Sciences, Inc.	Two Way	March 5, 2002

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14.14-B-265	Proligo LLC and Mosaic Technologies, Inc.	Two Way	September 5, 2000
14.14-B-266	Proligo LLC and Motorola, Inc.	Two Way	August 17 / 21, 2001
14.14-B-267	Intentionally left blank		
14.14-B-268	Proligo LLC and MWB Biotech AG	Two Way	July 4 / 11, 2003
14.14-B-269	Proligo LLC and Nanogen, Inc.	Two Way	April 10, 2003
14.14-B-270	Genset S.A. and Nanogen, Inc.	Two Way	June 29, 2001
14.14-B-271	Proligo LLC and Naxcor	Two Way	November 15 / 19, 2001
14.14-B-272	Proligo LLC and Neopharm Inc.	Two Way	July 8, 2001
14.14-B-273	NeXstar Pharmaceuticals, Inc. and SKW Trostberg AG	Two Way	July 24, 1998
14.14-B-274	Proligo LLC and NeXstar Pharmaceuticals, Inc.	Two Way	August 15, 1998
14.14-B-275	Proligo LLC and NimbleGen Systems, Inc.	Two Way	February 16, 2000
14.14-B-276	Proligo LLC and Northwest Engineering	Two Way	June, 1999
14.14-B-277	Proligo LLC and Notes Doctors	One Way from Proligo	January 19, 2001
14.14-B-278	Proligo LLC and Novartis Agricultural Discovery Institute, Inc.	Two Way	September 18 / 20, 2000
14.14-B-279	Proligo LLC and Novasep	Two Way	August 28, 2001
14.14-B-280	Proligo LLC and Noxxon Pharma AG	Two Way	February 3, 2000
14.14-B-281	Proligo LLC and O'Brien Consulting	One Way From Proligo	September 8, 1998
14.14-B-282	Proligo LLC and Oligos, Etc. Inc.	Two Way	September 17, 2003
14.14-B-283	Proligo LLC and Oligos, Etc. Inc.	Two Way	February 14, 2000
14.14-B-284	Proligo LLC and Oligovax	Two Way	August 17, 2001
14.14-B-285	Proligo LLC and OneoGeneX Technologies, Inc.	Two Way	April 9, 2003
14.14-B-286	Proligo LLC and Operon Technologies, Inc.	Two Way	September 19 / October 3, 2000
14.14-B-287	Proligo LLC and Oracle Corp.	Two Way	July 12, 2000
14.14-B-288	Proligo LLC and Orchid BioSciences, Inc.	Two Way	February 27, 2002
14.14-B-289	Proligo LLC and Organon Teknika BV	Two Way	March 27, 2001
14.14-B-290	Proligo LLC and Osaka University	Two Way	November 29, 2001
14.14-B-291	Proligo LLC and Oxford Gene Technology	Two Way	June 19 / 22, 2000
14.14-B-292	Proligo LLC and Pacific Oligos Pty. Ltd.	Two Way	May 31, 1999
14.14-B-293	Proligo LLC and Pall Corporation	Two Way	May 30, 2001
14.14-B-294	Proligo LLC and Parkash, Gill	One Way from Proligo	February 9, 2001
14.14-B-295	Proligo LLC and Patel, Mayank	Two Way	July 19, 2001
14.14-B-296	Proligo LLC and Pentose Pharmaceuticals, Inc.	Two Way	September 3, 1998
14.14-B-297	Proligo LLC and Pfizer, Inc.	One Way to Proligo	March 25 / 30, 2004
14.14-B-298	Nexagen, Inc. and Pharmacia Company Biochemical, Inc.	Two Way	February 14 / 15, 1993
14.14-B-299	Proligo LLC and Pharmacia & Upjohn Company	One Way to Proligo	April 21 / 26, 2001
14.14-B-300	Proligo LLC and Phillips GmbH	Two Way	January 8, 2003
14.14-B-301	Proligo LLC and Physimeca Technologie SAS	Two Way	July 1, 2003
14.14-B-302	Proligo LLC and Pierce Chemical Company	Two Way	July 16, 1999
14.14-B-303	Proligo LLC and Pilot Software	Two Way	March 27, 2003
14.14-B-304	Proligo LLC and PMSI Project Mentors	Two Way	May 10, 2001
14.14-B-305	Proligo LLC and Pond Engineering Laboratories, Inc.	Two Way	February 15, 2002
14.14-B-306	Proligo LLC and PPD Development, Inc.	Two Way	April, 2000
14.14-B-307	Intentionally left blank		
14.14-B-308	Proligo LLC and Prochrom SA	Two Way	July 13, 1993
14.14-B-309	Intentionally left blank		
14.14-B-310	Proligo LLC and Promega	Two Way	July 6, 1999
14.14-B-311	Proligo LLC and PsychoGenics, Inc.	Two Way	March 1, 2001
14.14-B-312	Genset SA and Funk Ziegel & Co.	One Way from Proligo	May 5, 1999
14.14-B-313	Proligo LLC and Purification Technologies, Inc.	Two Way	March 5, 2001
14.14-B-314	Proligo LLC and Qiagen Genomics, Inc.	Two Way	March 18 / April 8, 2002
14.14-B-315	Proligo LLC and Qiagen GmbH	Two Way	May 30 / June 7, 2001
14.14-B-316	Proligo LLC and Quiatech AB	Two Way	May 10, 2004

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14.14-B-317	Proligo LLC and Quintiles Consulting	Two Way	April 5, 2001
14.14-B-318	Genset Corp. and Rapigene, Inc.	One Way from Genset Corp.	July 26, 1999
14.14-B-319	Proligo LLC and Raylo Chemicals, Inc.	Two Way	April 30, 2001
14.14-B-320	Proligo LLC and Raylo/Nexagen, Inc.	Two Way	March 2, 1994
14.14-B-321	Proligo LLC and Regents of the University of Colorado	Two Way	November 8, 2001
14.14-B-322	Proligo LLC and Regional DNA Lab	Two Way	October 8, 2001
14.14-B-323	Proligo LLC and Reliable Biopharmaceutical	Two Way	February 5, 1998
14.14-B-324	Proligo LLC and Reliable Biopharmaceutical/Ne	Two Way	January 31, 1997 / February 6, 1998
14.14-B-325	Proligo LLC and Rhodia Inc.	Two Way	January 17, 2003
14.14-B-326	Proligo LLC and Ribopharma AG	Two Way	August 23, 2001
14.14-B-327	Proligo LLC and Ribozyme Pharmaceuticals Inc.	One Way to Proligo	May 1, 2000
14.14-B-328	Proligo LLC and RNA Tec NV	Two Way	June 24, 2002
14.14-B-329	Intentionally left blank		
14.14-B-330	Proligo LLC and Roach, Warren P.	Two Way	August 14, 2001
14.14-B-331	Proligo LLC and Roche Diagnostics GmbH	Two Way	September 29 / October 7, 2003
14.14-B-332	Proligo LLC and Roche Molecular Systems, Inc.	Two Way	August 30 / September 6, 2002
14.14-B-333	Proligo LLC and Roche Molecular Systems, Inc.	One Way to Proligo	May 31, 2001
14.14-B-334	Proligo LLC and Roche Molecular Systems, Inc.	Two Way	August 11 / 26, 1999
14.14-B-335	Proligo LLC and Rosenmund Inc.	Two Way	August 7, 2001
14.14-B-336	Intentionally left blank		
14.14-B-337	Intentionally left blank		
14.14-B-338	Proligo LLC and Ross Systems, Inc.	One Way from Proligo	May 31, 2000
14.14-B-339	Proligo LLC and Sankyo Co., Ltd.	Two Way	November 30, 1999
14.14-B-340	Proligo LLC and Savyon Diagnostics, Ltd.	Two Way	January 21, 2001
14.14-B-341	Proligo LLC and Schering Aktiengesellschaft	Two Way	December 14, 2001 / January 2, 2002
14.14-B-342	NeXstar Pharmaceuticals, Inc. and Schwarz Pharma AG	Two Way	May 13, 1997
14.14-B-343	Proligo LLC and Schweizerhall	Two Way	February 6, 1998
14.14-B-344	Proligo LLC and Sequenom, Inc.	Two Way	May 16 / 20, 2002
14.14-B-345	Proligo LLC and Sequitur, Inc.	Two Way	July 17, 2002
14.14-B-346	Proligo LLC and Sidney Kimmel Cancer Center	Two Way	April 4, 2001
14.14-B-347	Proligo LLC and Sigma Aldrich Co.	Two Way	March 4, 2004
14.14-B-348	Intentionally left blank		
14.14-B-349	Proligo LLC and Sima Therapeutics, Inc.	Two Way	January 9, 2004
14.14-B-350	NeXstar Pharmaceuticals, Inc. and SKW Chemicals	Two Way	March 6, 1998
14.14-B-351	Proligo LLC and Stoning Biotechnology GmbH	Two Way	December 3, 2002
14.14-B-352	GenSet and Smith Kline Beecham	One Way to Genset	February 3 / 4, 1997
14.14-B-353	Proligo LLC and Snap Tite Inc.	Two Way	December 20, 2000
14.14-B-354	Proligo LLC and Somalogic	Two Way	August 7, 2000
14.14-B-355	Proligo LLC and Stess Engineering Systems	Two Way	February 20, 2001
14.14-B-356	Proligo LLC and Summit Pharmaceuticals (et al.)	Two Way	March 26 / 27, 2003
14.14-B-357	Proligo LLC and Synchem, Inc.	Two Way	May 21, 2001
14.14-B-358	Proligo LLC and Tecan U.S.A.	Two Way	May 1, 2001
14.14-B-359	Proligo LLC and Techne Duxford	Two Way	January 8 / 14, 2003
14.14-B-360	Proligo LLC and Techne (Cambridge) Limited	Two Way	February 12, 2002
14.14-B-361	Proligo LLC and Technical Marketing Manufacturing, Inc.	Two Way	May 16, 2002
14.14-B-362	Proligo LLC and Thermo Finnigan	Two Way	March 27, 2001
14.14-B-363	Proligo LLC and Third Wave Technologies, Inc.	Two Way	August 29 / 31, 2000
14.14-B-364	Proligo LLC and TIB Molbiol	Two Way	November 17, 2000
14.14-B-365	Intentionally left blank		
14.14-B-366	Proligo LLC and Tier1 Innovation	Two Way	January 25, 2002
14.14-B-367	Proligo LLC and Topigen Pharmaceuticals	Two Way	February 16, 2001
14.14-B-368	Proligo LLC and Transgenomic, Inc. Transgenomic/Wright)	Two Way	March 6, 2003
14.14-B-369	Intentionally left blank		

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14.14-B-370	Proligo LLC and TriLink Biotechnologies Inc.	Two Way	May, 1999
14.14-B-371	Proligo LLC and Tularik Inc.	Two Way	November 3, 1999
14.14-B-372	Proligo LLC and Turnaround Associates, Inc.	Two Way	October 8, 2002
14.14-B-373	Proligo LLC and Tzur, Shira	Two Way	January 3, 2002
14.14-B-374	Proligo LLC and UK Medical Research Council	Two Way	May 5, 2002
14.14-B-375	Proligo LLC and United Parcel Service	Two Way	October 17, 2002
14.14-B-376	Intentionally left blank		
14.14-B-377	Intentionally left blank		
14.14-B-378	Proligo LLC and University of Colorado, Chemical	Two Way	August 16, 2002
14.14-B-379	Intentionally left blank		
14.14-B-380	Proligo LLC and University of Greenwich et al.	Two Way	May 14 / 23 / 30, 2002
14.14-B-381	Proligo LLC and University of Houston	Two Way	April 19 / 22, 2004
14.14-B-382	Proligo LLC and University of Iowa Research Foundation	One Way to Proligo	October 8, 2002
14.14-B-383	Intentionally left blank		
14.14-B-384	Intentionally left blank		
14.14-B-385	Nexagen, Inc. and US Biochemical	One Way from Nexagen, Inc.	January 12, 1994
14.14-B-386	Proligo LLC and US Bioscience Inc.	Two Way	May 12, 1999
14.14-B-387	Proligo LLC and US Genomics	Two Way	May 30, 2001
14.14-B-388	Proligo LLC and UT Southwestern Medical Center	Two Way	January 6, 2003
14.14-B-389	Proligo LLC and Validation Technologies, Inc.	Two Way	March 14, 2001
14.14-B-390	Proligo LLC and VECO Rocky Mountain, Inc.	Two Way	April 18, 2001
14.14-B-391	Proligo LLC and Virsage Solutions Inc.	One Way from Proligo	July 10, 2000
14.14-B-392	Proligo LLC and The Virtis Company	Two Way	April 10, 2002
14.14-B-393	Proligo LLC and VWR International, Inc.	Two Way	June 14, 2002
14.14-B-394	Proligo LLC and Wakimura, Sarah	One Way from Proligo	January 24, 2002
14.14-B-395	Proligo LLC and Wallace Oy	Two Way	March 5, 2002
14.14-B-396	Proligo LLC and Waters Corporation	One Way from Proligo	February 2, 2000
14.14-B-397	Proligo LLC and Westburg B.V.	Two Way	March 5, 2003
14.14-B-398	Proligo LLC and William Harvey Research Ltd.	Two Way	February 15, 2001
14.14-B-399	Proligo LLC and Wood, William	One Way from Proligo	January 24, 2002
14.14-B-400	Proligo LLC and Wood Consulting	One Way from Proligo	May 5, 2001
14.14-B-401	Proligo LLC and Wunderlich-Malec Engineering	Two Way	March 12, 2001
14.14-B-402	Proligo LLC and Xergon AG	Two Way	June 4, 1998
14.14-B-403	Proligo LLC and Xtrana, Inc.	Two Way	October 3 / 4, 2001
14.14-B-404	Nexstar Pharmaceuticals and Zeneca, Ltd.	Two Way	May 23, 1997
14.14-B-405	Proligo LLC and Zymark Corporation	Two Way	April 30, 2001
14.14-B-406	Proligo LLC and Hokkaido System Science Co., Ltd.	Two Way	May 28, 2004
14.14-B-407	Proligo LLC and JBIOS Co., Ltd.	Two Way	June 24, 2004
14.14-B-408	Proligo LLC and Merck & Co., Inc.	Two Way	July 12, 2004
14.14-B-409	Proligo LLC and Natestch Pharmaceutical Company Inc.	Two Way	September 17, 2004
14.14-B-410	Proligo LLC and Osmotech plc	Two Way	September 17, 2004
14.14-B-411	Proligo LLC and Genomed Ltd.	Two Way	October 4, 2004
14.14-B-412	Proligo LLC and InVivoScribe Technologies, LLC	One Way from Proligo	October 25, 2004
14.14-B-413	Proligo LLC and Chromocell Corp.	Two Way	November 3, 2004
14.14-B-414	Proligo LLC and Ambion, Inc.	Two Way	November 10, 2004
14.14-B-415	Proligo LLC and Promega Corp.	Two Way	December 15, 2004

4.10(a)(iii) Agreements related to IP

Pieces of Intellectual Property are abandoned and, therefore, the payment of license or maintenance fees is stopped if their actual or potential value is not rated high enough in internal re-evaluations, which are undertaken as part of the ordinary course of business. The Intellectual Property which has been abandoned in the past is identified in Section 4.10(a)(i) of the Disclosure Schedule (cf. *STATUS*) which is hereby incorporated by reference herein. The following patents and patent application were abandoned in 2004:

INDEX	COUNTRY	SERIAL NO.	TITLE	STATUS	FILED	EXPIRED
14.1-2a	US	09/076,956	Process For The Synthesis Of Nucleic Acids On A Solid Support And Compounds Which Are Useful In Particular As Solid Supports In The Said Process	ABN	7/ 7/1994	7/16/2004
14.1-3	EP	01951870.3	Universal Solid Supports for Solid Phase Oligosynthesis and Methods for their Preparation and Use	ABN	6/12/2001	3/ 3/2004
14.1-3	JP	2002-510498	Universal Solid Supports for Solid Phase Oligosynthesis and Methods for their Preparation and Use	ABN	6/12/2001	3/ 3/2004
14.1-3	US	10/297,681	Universal Solid Supports for Solid Phase Oligosynthesis and Methods for their Preparation and Use	ABN	12/ 6/2002	3/ 3/2004
14.1-5	EP	95921408.1	Novel Method of Preparation of Known and Novel 2'- Modified Nucleosides by Intramolecular Nucleophilic Displacement	ABN	5/25/1995	3/ 3/2004
14.1-5	JP	502200/96	Novel Method of Preparation of Known and Novel 2'- Modified Nucleosides by Intramolecular Nucleophilic Displacement	ABN	5/25/1995	3/ 3/2004
14.1-12b	EP	01932784.0	Method For Immobilizing Oligonucleotides Employing the Cycloaddition Bioconjugation Method	ABN	5/ 1/2001	3/ 3/2004
14.1-12b	JP	2001-580595	Method For Immobilizing Oligonucleotides Employing the Cycloaddition Bioconjugation Method	ABN	5/ 1/2001	3/ 3/2004

#### **4.10(b) Exceptions to Section 4.10 (b) of the Disclosure Schedule**

The statements made under Section 4.10(b) of the Disclosure Schedule are each subject to (a) the following information and (b) all of the results (the *FTO Results*) of the “IP Law Firm” of the “Review” (each such term as defined in that certain agreement by and between US Purchaser and the German Seller with respect to the FTO Review, dated as of November 8, 2004) and (c) the information exchanged between the Parties during the FTO review which are attached to the Disclosure Schedule as Annex 4.10(b), all of which are hereby incorporated by reference herein.

- **(i) Ownership of IP (Restrictions)**

No exceptions.

- **(ii) Ownership of IP (Validity/Enforcability)**

The outcome of the ongoing prosecutions of any patent application is by nature unpredictable and the final grant of the patent is therefore uncertain. Information regarding the current status of most of the patent application is publicly available via the internet website of the relevant patent offices. This applies also to such patent applications identified in Section 4.10(a)(i) of this Disclosure Schedule, which are hereby incorporated by reference herein.

- **(iii) Ownership of IP (Maintenance of IP)**

Some IP has been abandoned by Proligo LLC in the past due to a negative re-evaluation; such IP is identified in Section 4.10(a)(i) of the Disclosure Schedule (cf. *STATUS*) which is hereby incorporated by reference herein. The Intellectual Property abandoned in 2004 is identified in Section 4.10(a)(iii) of the Disclosure Schedule, which is hereby incorporated by reference herein.

- **(iv) Ownership of IP (Claims)**

No exceptions.

- **(v) Ownership of IP (Infringements of own IP)**

The following cases are known to Sellers: The “Köster patent” had been infringed in the past and related license agreements had been violated by licensees. All substantial cases of infringement identified by Proligo were settled and corresponding license agreements were closed. In addition, compensation for underpayment by licensees as has been revealed by audits were obtained.

Furthermore, in the case of the MIT license, Proligo identified potential infringers and urged MIT as the licensor to notify them about the publication of the underlying patent applications (see also the information set forth in Section 4.10(d) of this Disclosure Schedule which is hereby incorporated by reference herein).

**(vi) Ownership of IP (Infringements of third party IP)**

The following cases should be noted:

A) Proligo is currently in advanced negotiations with Applied Biosystems to acquire a license under US patents 5,514,789 and 5,738,829 assigned on its face to Barrskogen, Inc and owned by Applied Biosystems so that that Proligo may be entitled to use the claimed process in the USA . These patents relate to the use of gas phase deprotection during oligonucleotide synthesis and there are no other corresponding applications or patents in any other country of the world. Proligo is seeking a license under the Barrskogen patents because there is a risk that Proligo's use of gas phase deprotection may be found to be covered by one or more claims of the Barrskogen patents.

B) Reageant's production and sale of fluorescein phosphoramidite are not covered by a specific patent owned by or licensed to the Companies. The compound and its method of manufacture may be covered by a third party IP claimed in the US patents 5,583,236 and 5,721,355 owned by Amersham Biosciences Corp (now part of GE Healthcare). However, the sale of fluorescein phosphoramidite products only represents a marginal fraction of Reageant's turnover, a sum of EUR 52,000 in 2003 and EUR 41,000 in 2004 and therefore is not material to the business of the Company.

C) The "Kreutzer" patent family, comprising US application of Appl. No. 09/889,802 and European patent EP 1144623, claim siRNA related compounds and their therapeutic use and relate to similar subject matter as the "Tuschl" patent application licensed to Proligo under the MIT License Agreement. The "Kreutzer" patent application has an earlier filing date than the "Tuschl" patent application.

**(vii) Ownership of IP (Notice of Infringements of third party IP)**

(A) No exceptions, reference is made, however, to our statement regarding the "Kreutzer" patent in Section 4.10(b)(vi) of the Disclosure Schedule above which is incorporated by reference herein. In this respect the following should be noted: In November 2003 Alnylam Pharmaceuticals offered Proligo LLC, as well as the three other supply market licensees of the Tuschl patent family, a non-exclusive license under both the "Tuschl" and the "Kreutzer" patent, in exchange for their current co-exclusive license. Although, negotiations were initiated thereafter with all four licensees of the MIT License, they were abandoned for business reasons. The offer of such license of the "Kreutzer" patent by Alnylam Pharmaceuticals might be seen as "*claim alleging infringement, misappropriation or other violation of Intellectual Property by Proligo LLC*".

(B) Genetic Technologies alleged infringement of U.S.A. Patent No. 5,612,179 regarding sale of TrueSNP by Proligo LLC approximately three years ago. No claim has been filed yet and Proligo LLC has not heard from Genetic Technologies regarding this issue since then.

**(viii) Ownership of IP (Effects of the Transaction)**

A) The license agreements with Nigu Chemie GmbH (Section 4.10(a)(ii), Index 14.7-1) contains change of control clauses in favor of the respective licensor which give the licensor the right but not the obligation to terminate the respective license agreement on 90 days prior notice.



B) The license agreement with Raylo Chemicals, Inc. (Section 4.10(a)(ii), Index 14.7-11) contains a change of control clause in favor of Raylo which is, however, not related to the grant of the license under this agreement but to the merchandise credit as specified in this agreement.

**(ix) Ownership of IP (Warranties regarding IP)**

The warranty given in the Material Pricing Agreement with Rosetta Inpharmatics LLC as of March 26, 2004 (cf. section 7.4.2 of this agreement) states the following:

*"Supplier represents and warrants that none of the PRODUCTS supplied pursuant to Proligo's MIT license infringe, misappropriate or otherwise violate any IP RIGHTS of any 3<sup>rd</sup> party...".*

**(x) Ownership of IP (Disclosure of confidential IP)**

No exceptions.

**(xi) Ownership of IP (Disclosure of confidential IP)**

No exceptions.

**4.10(d) MIT License Agreement**

Since entering into the MIT License Agreement Proligo regularly updated MIT on companies entering the siRNA marketplace by selling products that would infringe the licensed patents after its issuance, and urged MIT to notify this companies about publication of the underlying patent application MIT confirmed to us that these notification letters were sent out to all the companies Proligo had identified.

A copy of all written communications with the responsible persons at MIT is provided as Annex 4.10(d) to the Disclosure Schedule which is hereby incorporated by reference herein.