



REGIONE AUTONOMA DELLA SARDEGNA  
ASL n° 7 Carbonia

Deliberazione n. 167/C

adottata dal Commissario in data 10 FEB. 2010

**OGGETTO:** Presa d'atto cessione ramo d'azienda della società Biotest Italia Srl alla società Bio-Rad Laboratories Srl.

Su proposta del Responsabile del Servizio Acquisti il quale:

**Richiamata** la delibera n° 552 del 19/05/2008 avente ad oggetto: "Procedura negoziata acquisizione triennale di cuvette per la determinazione dell'emoglobina con service apparecchiature - CIG 014276770C – Aggiudicazione in favore della Ditta Biotest Italia Srl".

**Vista** la nota del 07/01/2010, Prot. ASL 1555 del 25/01/2010 con la quale è stata comunicata la cessione da parte della Ditta Biotest Italia Srl del ramo d'azienda della divisione diagnostici alla società Bio-Rad Laboratories Srl;

**Atteso** che, per effetto di tale cessione tutti i rapporti attivi e passivi già facenti capo alla società Ditta Biotest Italia Srl sono stati trasferiti in capo alla cessionaria, per cui la società Bio-Rad Laboratories Srl risulta fornitrice dei diagnostici di cui alla delibera n° 552 del 19/05/2008;

**Vista** l'"Atto di accordi di acquisto e vendita per le attività di immunologia" intercorso tra le due società in data 06/01/2010;

**Considerato** che la Bio-Rad Laboratories Srl è società conosciuta dalla ns. Azienda con la quale intrattiene da diversi anni buoni rapporti commerciali;

#### PROPONE

di prendere atto della cessione del ramo d'azienda della divisione diagnostici della società Biotest Italia Srl alla società Bio-Rad Laboratories Srl.

#### IL COMMISSARIO

Preso atto dell'istruttoria svolta dal Responsabile del Servizio Acquisti

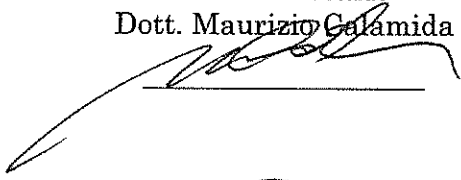
Sentiti il Direttore Amministrativo e il Direttore Sanitario

#### DELIBERA

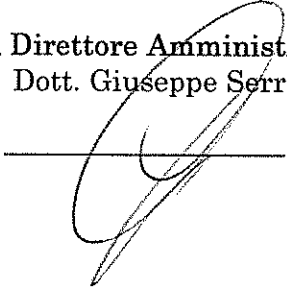
per i motivi esposti in premessa:

- di prendere atto della cessione del ramo d'azienda della divisione diagnostici della società Biotest Italia Srl alla società Bio-Rad Laboratories Srl.
- 
- di dare atto che, per effetto di tale cessione la società Bio-Rad Laboratories Srl subentra nell'affidamento della fornitura delle cuvette per la determinazione della glicemia di cui alla delibera n° 552 del 19/05/2008

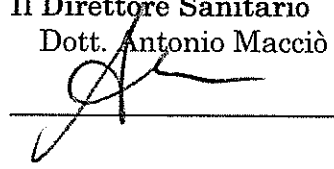
Il Commissario  
Dott. Maurizio Calamida



Il Direttore Amministrativo  
Dott. Giuseppe Serra



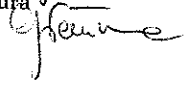
Il Direttore Sanitario  
Dott. Antonio Macciò



Resp.le Serv. Acquisti/Dr.ssa A. Foddis



Coord. Sett. Acquisti/G. Ventura




Il Responsabile del Servizio Affari Generali,

Attesta che la deliberazione  
n. 107/c del 10 FEB. 2010  
è stata pubblicata

nell'Albo pretorio dell'Azienda USL n. 7  
a partire dal 10 FEB. 2010 al 24 FEB. 2010

Resterà in pubblicazione per 15 giorni consecutivi  
ed è stata posta a disposizione per la consultazione.

Il Responsabile del Servizio  
Affari Generali  
  
*g. p. p.*

Destinatari:

- *Collegio Sindacale*
- *Servizio Bilancio*
- *Servizio Acquisti*

05/02/2010

URGENTISSIMO

**Biotest Italia s.r.l.**

Via Leonardo da Vinci, 43 - 20090 Trezzano sul Naviglio (MI)  
 Tel. 02/484429.1 r.a. - Fax 02/48402068  
 Cap. soc. € 1.500.000 i.v. - Trib. Milano Reg. Nr. 138566  
 C.C.I.A.A. Milano 772805 - Cod. fisc./P. IVA 00807290150



From Nature for Life

*Giugliabue,*

A TUTTI I CLIENTI

Trezzano s/Naviglio, 7 gennaio 2010

**OGGETTO: CESSIONE RAMO D'AZIENDA**

Gentile cliente,

AZIENDA U.S.P. N° 7 CARBONIA 25 GEN 2010 PROT. <u>1555</u>
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V'informiamo che in data 6 gennaio 2010, il ramo d'azienda relativo alla divisione diagnostici della Biotest è stato ceduto alla Bio-Rad Laboratories Srl, Via Cellini 18/A, 20090 Segrate - MI.  
 Dal giorno 7 gennaio 2010, la Biotest Italia Srl continuerà comunque ad adempiere ad ogni obbligazione di carattere commerciale ed amministrativo per conto della Bio-Rad Laboratories Srl fino a data da stabilire.

Sino a tale data vi preghiamo di voler contattare i seguenti nominativi:

- per ogni esigenza di fornitura o di carattere amministrativo:  
 Biotest:  
 Uff. Commerciale, Sig.ra Deluca Emanuela tel 02 48442968 mail e.deluca@biotest-italia.it  
 Uff. Amministrativo, Sig.ra Fabiana Borsetti tel 02 48442932 mail f.borsetti@biotest-italia.it  
 F. & G.A. Mngr, Rag. Franz Pivetti tel 02 48442931 mail f.pivetti@biotest-italia.it

Si precisa che Biotest fornirà il solo supporto logistico ma l'attività di vendita e conseguente fatturazione verrà effettuata da Bio-Rad. Le condizioni contrattuali rimarranno invariate.

**Bio-Rad Laboratories Srl, Via Cellini 18/A - 200902 Segrate - C.F. / P.IVA 00801720152**

- per ogni esigenza di servizio assistenza tecnica:  
 Bio-Rad:  
 Serv. Assistenza tecnica, Sig. Mauro Molinaro - tel 02 21609.301 mail: mauro\_molinaro@bio-rad.com
- per ogni chiarimento e supporto di tipo specialistico ed applicativo:  
 Bio-Rad:  
 Transfusion, Dr. Claudia Meri tel. 02-21609.203 mail: claudia\_meri@bio-rad.com  
 Transplantation, Dr. Cristina Daielli tel. 02-21609.208 mail: cristina\_daielli@bio-rad.com
- per informazioni commerciali:  
 Bio-Rad:  
 Dr. Fabio Rinaudo tel. 02-21609.209 mail: fabio\_rinaudo@bio-rad.com

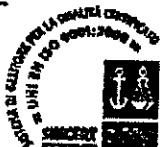
Ci scusiamo anticipatamente per i piccoli disagi che questa fase di transizione potrà provocarvi. Nella certezza che Bio-Rad saprà gestire i rapporti con Voi con la stessa professionalità di Biotest, Vi porgiamo i nostri più distinti saluti.

Bio-Rad Laboratories Srl

*[Signature]*  
 Andrea Pozzoni  
 Amministratore Delegato

BioTest Italia Srl

*[Signature]*  
 Giuliano Tagliabue  
 Il Rappresentante Legale



Sede certificata: Biotest Italia s.r.l.

**Biotest Italia s.r.l.**

Via Leonardo da Vinci, 43 - 20090 Trezzano sul Naviglio (MI)  
Tel. 02/484429.1 r.a. - Fax 02/48402068  
Cap. soc. €. 1.500.000 i.v. - Trib. Milano Reg. Nr. 138566  
C.C.I.A.A. Milano 772805 - Cod. Fisc./P. IVA 00807290150

*From Nature for Life*

**MESSAGGIO FAX**  
**Trezzano, 29/01/2010**

**di n. 21 Pag. questa incl.**

**A :** Spett.le ASL 7 CARBONIA  
**ATT. :** Dott.ssa Gigliola Ventura

**DA :** BIOTEST ITALIA SRL  
**Uff. Amm. :** Rag. Pivetti Franz

*A Gigliola*

**OGGETTO: Cessione Ramo d'Azienda a Bio Rad**

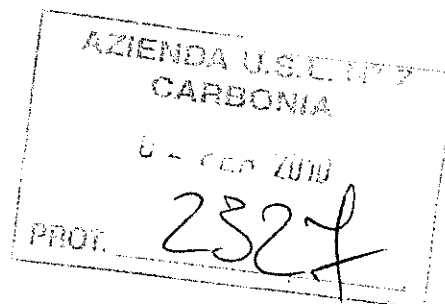
Con riferimento alla telefonata intercorsa, Le trasmetto in allegato al documentazione in ns. possesso relativa a quanto in oggetto.

Restiamo a Vs. disposizione per eventuali ulteriori chiarimenti.

Cordiali saluti.

**BIOTEST ITALIA SRL**

*[Signature]*  
Rag. Pivetti Franz  
F. & G.A. Mngr.



## **Asset Transfer Agreement**

between

**Biotest Italia S.r.l.**

Via Leonardo da Vinci 43, I-20090 Trezzano Sul Naviglio, Italy  
- hereinafter sometimes referred to as "**Seller**" -

and

**Bio-Rad Laboratories SRL**

Via Cellini 18/A, I-20090 Segrate (Milan), Italy  
- hereinafter sometimes referred to as "**Buyer**" -

- Seller and Buyer hereinafter individually and collectively  
sometimes referred to as "**Party**" / "**Parties**" -

### Preamble

WHEREAS, Biotest Aktiengesellschaft, Dreieich/Germany, and some of its subsidiaries (including the Seller) on the one side, and BIO-RAD Laboratories, Inc., Hercules, California/USA, and some of its subsidiaries (including the Buyer) on the other side, entered into and agreed upon a sale and purchase agreement dated November 4, 2009 (document no. 60/2009 of notary Dr. Conradin Cramer, Basel/Switzerland) - the "Sale and Purchase Agreement" - by which the Seller sold certain Assets pertaining to the immunology business including the merchandise business as more specifically defined in the Sale and Purchase Agreement ("the Business") to the Buyer; and

WHEREAS, the Sale and Purchase Agreement provides that the Assets are not transferred by virtue of the Sale and Purchase Agreement, but by a separate transfer agreement to be executed at the Closing Date of the Sale and Purchase Agreement;

NOW, therefore, the Parties hereto enter into and agree upon this asset transfer agreement (the "Agreement"):

### Section 1

#### Transfer of Assets/Structure of the Transfer

- 1.1 The Seller hereby transfers to the Buyer, subject to the terms and conditions of this Agreement and the Sale and Purchase Agreement with effect as of the Closing Date of the Sale and Purchase Agreement, (i) inventory, (ii) the rights and obligations relating to employment agreements and (iii) the rights and obligations relating to other agreements, in each case as specified in this Agreement and pertaining to the Business (hereinafter collectively referred to as the "Assets").
- 1.2 The Assets are in each case transferred (i) including all Assets pertaining to the Business and acquired in the ordinary course of business between the Date of Signing of the Sale and Purchase Agreement and the Closing Date, and (ii) less any items damaged, lost, sold or disposed of in the ordinary course of business since the Date of Signing of the Sale and Purchase Agreement through the Closing Date.

**Section 2**  
**Transfer of Inventory**

- 2.1 The Seller hereby transfers to the Buyer legal title to inventories and promotion materials as described in Exhibit 2.1 (hereinafter referred to as "Inventory").
- 2.2 The Seller hereby also transfers to the Buyer legal title to other tangible assets as described in Exhibit 2.2 (hereinafter referred to as "Other Tangible Assets").
- 2.3 The Seller will physically deliver the Inventory and the Other Tangible Assets to the Buyer as promptly as practicable.
- 2.4 If and to the extent that the Buyer does not take physical possession of the Inventory and the Other Tangible Assets transferred hereunder, the Parties hereby agree that the Seller shall hold possession of such Inventory and Other Tangible Assets in safe custody for and on behalf of the Buyer without any additional charge and/or costs for the Buyer until the end of a four weeks term following the Closing Date. The Buyer shall be entitled at any time during business hours to take physical possession of such Inventory and Other Tangible Assets, and any right of the Seller to retain such Inventory and Other Tangible Assets is hereby expressly waived and excluded.
- 2.5 If and to the extent certain Inventory or Other Tangible Assets or parts of such Inventory or Other Tangible Assets have been delivered to the Seller under retention of title clauses, the Seller hereby transfers and assigns to the Buyer any and all contingent interest in legal title to such Inventory and Other Tangible Assets, including all claims for physical delivery, in order that the Buyer shall obtain full legal title after payment of the relevant purchase price, notwithstanding the obligation of the Seller to transfer clear legal title of any such Inventories and Other Tangible Assets without encumbrances, limitations and restrictions.
- 2.6 The aforesaid provisions shall apply *mutatis mutandis*, if the Seller holds joint or fractional title to such Inventory or Other Tangible Assets.
- 2.7 The Buyer hereby accepts all aforementioned assignments as well as transfer of title and possession.



**Section 3**  
**Transfer of Customers and other Information**

- 3.1 In addition to the Inventory and Other Tangible Assets, the Seller hereby transfers to the Buyer, and the Buyer hereby acquires all intangible assets relating to the Business, including all orders placed with and/or confirmed by the Seller until the Closing Date and related to the Business.
- 3.2 If the Seller receives any orders or inquiries from customers or third parties following the Closing Date and relating to the Business, the Seller shall forward such orders and inquiries to the Buyer.
- 3.3 The Seller hereby transfers to the Buyer in particular all customers related to the Business solely in respect of the products and services of the Business, and undertakes to make available to the Buyer the names and addresses of such customers and all other information related thereto, including but not limited to customer lists, correspondence with customers, past proposals and other documents. The same shall apply for all suppliers of the Business.
- 3.4 The Parties hereby agree that title to all documents with respect to orders, inquiries as well as the total correspondence with customers and suppliers pertaining to the Business shall pass to the Buyer with effect as of the Closing Date, as well as any other correspondence and documents relating to contracts with third parties, including guarantees, warranties, public permits, agency agreements, distributor and lease contracts - all if and to the extent they refer to or are related to the Business.
- 3.5 Accounting documents and accounting records of the Seller shall not be transferred to the Buyer. The Seller shall preserve the accounting documents and accounting records related to the Business during the relevant statutory periods and shall promptly make them available to the Buyer or any of its representatives upon request.
- 3.6 The Buyer hereby accepts all aforementioned transfers and assignments as well as transfer of possession.

#### **Section 4 Transfer of Contracts**

- 4.1 Subject to the terms and conditions of this Agreement and the Sale and Purchase Agreement, the Seller hereby transfers and assigns to the Buyer, and the Buyer hereby assumes all obligations of the Seller with effect as of the Closing Date resulting from the contracts related to the Business and referred to in **Exhibit 4.1**. The Buyer acknowledges and agrees that the transfer, assignment or novation by the Seller to the Buyer of the benefit and burden of the contracts transferred under this Agreement may be subject to the consent of the relevant counterparties. The Parties agree that notification in an agreed form shall be issued to the counterparties to the contracts transferred under this Agreement as soon as practicable.
- 4.2 If and to the extent the consent of third parties is required for the transfer, assignment or novation of such contracts or any rights and obligations thereunder, and such consent is not obtained by the Closing Date, the transfer shall be subject to such consent and the Parties shall cooperate and use their best efforts to obtain such consent. Pending receipt of such consent, the Parties shall act as provided for in the Sale and Purchase Agreement.

#### **Section 5 Employees**

The Buyer shall take over with effect as of the Closing Date the employees of the Seller pertaining to the Business listed in **Exhibit 5**. To the extent that the employment contracts are not automatically transferred to the Buyer by operation of law, the Seller hereby transfers and assigns to the Buyer, and, except as specifically provided for in this Agreement or in the Sale and Purchase Agreement, the Buyer hereby assumes all rights and obligations out of the employment agreements of the aforesaid employees with effect as of the Closing Date.

#### **Section 6 Assumption of Liabilities**

Except as specifically provided for in this Agreement or in the Sale and Purchase Agreement and the rights and contracts transferred hereunder, the Buyer shall

not assume any liabilities or obligations of the Seller. The Seller shall, therefore, hold the Buyer harmless and indemnified against any liabilities and obligations not assumed and transferred under this Agreement, subject to the restrictions and limitations agreed upon in the Sale and Purchase Agreement.

#### **Section 7 Assignment of Rights and Undertakings**

This Agreement and any rights and obligations hereunder may be assigned and transferred in the aggregate or in part and shall enure to the benefit of and shall be binding upon the relevant successors or assigns of the Parties hereto, but may not voluntarily be assigned and transferred in the aggregate or in part without the prior written consent of the other Party thereto.

#### **Section 8 Purchase Price**

The purchase price for the Assets shall be € 971,000.00 (hereinafter referred to as the "Purchase Price"). The Purchase Price shall be paid at Closing to the Seller as provided in the Sale and Purchase Agreement.

#### **Section 9 Value Added Tax, Register Tax**

- 9.1 The Parties assume that the sale and transfer of all assets, rights and obligations under this Agreement is to be considered as a transfer of a business as a going concern (TOGC) and that no value added tax (VAT) will be payable. Seller declares to be an entrepreneur within the meaning of the applicable VAT Act and that the transfer is being affected within the scope of his enterprise. Seller further declares that the transferred business was operated as a self-contained business and that all assets which are essential to run the Business are transferred to Purchaser. Purchaser declares to be an entrepreneur within the applicable VAT Act, that the purchase is being made for entrepreneurial purposes and that Purchaser intends to continue the purchased Business.

- 9.2 Should the sale and transfer of all assets, rights and obligations under this Agreement entirely or partly be determined by the relevant tax authorities to be subject to VAT, Buyer shall pay the VAT in addition to the Purchase Price allocated to the assets, rights and obligations under this Agreement against Seller's prior submission of a valid VAT invoice eligible for a refund of the VAT payable. Any penalties and interests arising from the VAT treatment of the transaction as a taxable event shall be borne solely by Seller.
- 9.3 The Buyer is obliged to pay any register tax if applicable.

#### **Section 10 Miscellaneous**

- 10.1 This Agreement is subject to the laws of Italy. The applicability of the United Nations Convention on the International Sale of Goods (CISG) shall be excluded.
- 10.2 Section 23 (Arbitration) of the Sale and Purchase Agreement shall apply to this Asset Transfer Agreement and is hereby incorporated by reference. As a partial derogation of Section 10.1 above the relevant arbitration clause is subject to the laws of the Federal Republic of Germany.
- 10.3 Defined terms in this Agreement shall have the same meaning as the corresponding defined term in the Sale and Purchase Agreement. In case of any deviations of this Agreement from the Sale and Purchase Agreement, the Sale and Purchase Agreement shall prevail.
- 10.4 All amendments to this Agreement, including, without limitation, a change of this clause itself, must be made in writing and with express reference to this Agreement, unless notarization or any other form is required.
- 10.5 All exhibits are an integral part of this Agreement.
- 10.6 If any of the provisions of this Agreement shall become or be held invalid, ineffective or unenforceable, all other provisions hereof shall remain in full force and effect. The invalid, ineffective or unenforceable provision shall be deemed to be automatically amended and replaced without the necessity of further action by the parties hereto by such form, substance, time, measure and jurisdiction as

shall be valid, effective and enforceable and as shall accomplish as far as possible the purpose and intent of the invalid, ineffective or unenforceable provision. The aforesaid shall apply *mutatis mutandis* for any situation not contemplated and covered by this Agreement.

Dreieich, this January 6, 2010

Dreieich, this January 6, 2010

Biotest Italia S.r.l.  
by:

Bio-Rad Laboratories SRL  
by:

  
\_\_\_\_\_  
Dr. Michael Ramroth

  
\_\_\_\_\_  
Sanford Wadler

STUDIO NOTARILE  
 Dr. Gianfranco Franchini  
 Dr. Maria Celeste Pampun  
 20122 MILANO - Via Serbelloni, 7  
 Telefoni: 02 76001751 - 76001587  
 Telefax 02 760958



## Power of Attorney

We, Biotest Italia S.r.l. with offices at Via Leonardo da Vinci 43, I-20090 Trezzano Sul Naviglio, Italy, hereby authorize

**Dr. Michael Ramroth,**

Chief Financial Officer of Biotest Aktiengesellschaft  
 with business address at Landsteinerstrasse 5, D-63303 Dreieich,

**Dr. Sebastian Breuer,**

with business address at Landsteinerstrasse 5, D-63303 Dreieich,

**Dr. André Kowalski, Attorney-at-law,**

**Axel Standt, Attorney-at-law,**

**Dr. Gabriele Hucklenbruch, Attorney-at-law,**

each with business address at Holzstrasse 2, D-40221 Düsseldorf,

each of them individually (*einzel*) to make and receive all representations and declarations and to take all acts and other measures in our name and on our behalf which, in the opinion of our representatives, are useful and/or required to enter into and agree upon a sale and purchase agreement between Biotest Aktiengesellschaft and its subsidiaries (including Biotest Italia S.r.l.) on the one hand, and BIO-RAD Laboratories, Inc., Hercules, California/USA and its subsidiaries on the other hand, relating to the sale and transfer of the immunology business of Biotest Aktiengesellschaft and its subsidiaries (including Biotest Italia S.r.l.) to BIO-RAD Laboratories, Inc. and/or its subsidiaries (the "Transaction"). The Transaction shall include, in particular, without limitation,

- the execution and notariation of the sale and purchase agreement regarding the shares in Biotest Medical Diagnostics GmbH and Biotest Diagnostics Corporation and other receivables and assets,
- the execution of all transfer agreements relating to the transfer of the assets and rights as provided for in the sale and purchase agreement,
- the execution of all side agreements and other agreements related to the Transaction,



ermächtigt, im Namen und Auftrag der Vollmachtgeberin die folgenden rechtlichen und/oder tatsächlichen Handlungen vorzunehmen:

- (i) einen Kaufvertrag betreffend das Immunologiegeschäft ("Sale and Purchase Agreement") abzuschließen, der den Verkauf sämtlicher Anteile der Biotest Medical Diagnostics GmbH und der Biotest Diagnostics Corporation sowie weiterer einzelner Wirtschaftsgüter zum Gegenstand hat;
- (ii) eine Schiedsgerichtsvereinbarung abzuschließen oder eine Schiedsgerichtsklausel zu vereinbaren, wonach alle Streitigkeiten aus oder im Zusammenhang mit dem Sale and Purchase Agreement und seiner Implementierung nicht von ordentlichen Gerichten, sondern von einem Schiedsgericht entschieden werden;
- (iii) sonstige Verträge, insbesondere bezogen auf die Übertragung der Anteile, Forderungen und Vermögensgegenstände abzuschließen sowie Rechtsgeschäfte und/oder Rechtshandlungen vorzunehmen, die im Sale and Purchase Agreement oder dessen Anlagen vorgesehen sind;
- (iv) die mit dem Abschluss des Sale and Purchase Agreements verbundenen Kosten zu übernehmen;
- (v) Verzicht und Zustimmungserklärungen aller Art abzugeben und entgegenzunehmen; und
- (vi) gegenüber Behörden, insbesondere dem Bundeskartellamt und öffentlichen Registern, z.B. das Handelsregister in Deutschland oder vergleichbare Register in anderen Jurisdiktionen, jedwede Erklärungen abzugeben und Handlungen, insbesondere Handelsregisteranmeldungen, vorzunehmen.

authorised to take the following legal and/or factual actions in Principal's name and on Principal's behalf:

- (i) enter into a sale and purchase agreement relating to the immunology business ("Sale and Purchase Agreement"), which provides for the sale of all shares in Biotest Medical Diagnostics GmbH and in Biotest Diagnostics Corporation as well as certain assets;
- (ii) the execution of an arbitration agreement or submission to an arbitration clause by which all disputes out of and in connection with the sale and purchase agreement and its implementation shall not be decided by the ordinary courts, but by arbitration,
- (iii) enter into other agreements, in particular transfer agreements relating to the transfer of the shares, receivables and assets, as well as transactions and/or legal acts provided for in the Sale and Purchase Agreement or in attachments thereto;
- (iv) assume the costs related to entering into the Sale and Purchase Agreement;
- (v) grant and receive waivers and declarations of consent of any kind; and
- (vi) to do all acts and give any declarations vis-à-vis any authorities, in particular the Federal Cartel Office and public registers, e.g. the commercial register in Germany or comparable registers in foreign jurisdictions.

Die Bevollmächtigten sind ermächtigt, die Vollmachtgeberin im Rahmen dieser Vollmacht umfassend zu vertreten, d.h. in ihrem Namen und Auftrag alles zu tun, was nach Ansicht der Bevollmächtigten zur Durchführung, einschließlich der Eintragung im Handelsregister, der vorstehenden Verträge, Beschlüsse und Erklärungen erforderlich oder förderlich ist unter Einschluss von Änderungen und Ergänzungen von sämtlichen Urkunden und der Vornahme sonstiger rechtlicher oder tatsächlicher Maßnahmen.

Die Bevollmächtigten sind von den Beschränkungen aus § 181 BGB ausdrücklich befreit. Sie dürfen Untervollmachten einschließlich dieser Befreiung erteilen und widerrufen.

Im Zweifel soll diese Vollmacht umfassend ausgelegt werden, um den Zweck ihrer Erteilung zu verwirklichen.

Diese Vollmacht unterliegt deutschem Recht. Der für die Vollmacht maßgebliche Text ist derjenige, der in deutscher Sprache abgefasst ist. Bei einer unterschiedlichen Auslegung des deutschsprachigen und des englischsprachigen Texts hat also der deutschsprachige Text Vorrang.

The Attorneys-in-fact are authorised to represent Principal generally within the scope of this power of attorney, i.e. to do everything in Principal's name and on Principal's behalf that is in the view of the Attorneys-in-fact necessary or helpful to execute, including the registration with the commercial register, the aforementioned contracts, resolutions and declarations, including, without limitation, to change and amend all deeds and to take any measures in law or in fact.

The Attorneys-in-fact are expressly exempted from the restrictions imposed by Section 181 German Civil Code (BGB)\*. They may delegate this power of attorney, including said exemption, and may evoke such delegations.

In case of doubt, this power of attorney shall be interpreted extensively to realize the purpose of its granting.

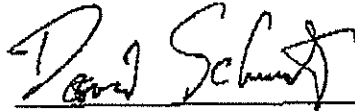
This power of attorney is subject to German law. The text decisive for this power of attorney is the one written in German language. Therefore, in case of different interpretation of the German and the English text, the German text shall prevail.

\* Sec. 181 BGB provides: A person is prohibited to act on behalf of both parties, on the one side as a representative of the party giving this power of attorney and on the other side on behalf of himself or as a representative of another party, if not exempt from these restriction by the respective parties.



**Bio-Rad Laboratories SRL**  
durch/by:

Unterschrift/signature:



Name/name:

David Schwartz

Handelnd als/acting as:

Chairman of the Board of Directors

Datum/date:

October 29, 2009

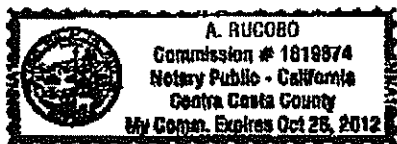
### California All-Purpose Acknowledgment

State of California

SS.

County of Contra Costa

On October 29, 2009 before me, A. Rucobo, Notary Public, personally appeared, David Schwartz who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/hers/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



WITNESS my hand and official seal.

*A. Rucobo*  
Signature of Notary Public

#### OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

#### Description of Attached Document

##### Power of Attorney

Document Date: 10/29/09

Number of Pages: 4

Signer(s) Other Than Named Above: \_\_\_\_\_

Capacity(ies) Claimed by Signer(s):

Signer(s) Name: David Schwartz

- |  |  |
|--|--|
| <input type="checkbox"/> Individual  | <input type="checkbox"/> Individual  |
| <input checked="" type="checkbox"/> Corporate Officer Title(s): Chairman of the Board of Directors   |  |
| <input type="checkbox"/> Partner - <input type="checkbox"/> Limited <input type="checkbox"/> General | <input type="checkbox"/> Partner - <input type="checkbox"/> Limited <input type="checkbox"/> General |
| <input type="checkbox"/> Attorney-in-Fact  | <input type="checkbox"/> Attorney-in-Fact  |
| <input type="checkbox"/> Trustee   | <input type="checkbox"/> Trustee   |
| <input type="checkbox"/> Guardian or Conservator   | <input type="checkbox"/> Guardian or Conservator   |
| <input type="checkbox"/> Other: _____  | <input type="checkbox"/> Other: _____  |

Signer Is Representing: Bio-Rad Laboratories SRL



Notario

Ovidio De Napoli

20090 Segrate (Mi) via Ligabue n. 114 Tel. 02.26921074 - Fax 02.26921075

20065 Inzago (Mi) via Pilastrolo n. 12 Tel. 02.95310479 - Fax 02.95310540

DICHIARAZIONE NOTARILE

Io sottoscritto dottor Ovidio De Napoli, notaio in Segrate con lo studio in via Ligabue n. 114, iscritto presso il Collegio Notarile di Milano,

dichiaro:

- che la società

"BIO-RAD LABORATORIES SRL"

con sede in Segrate (MI), via Cellini n. 18/A, con capitale sociale di euro 5.681.027,00 (cinque milioni seicentoottantunomila ventisette virgola zero zero) interamente versato, iscritta al Registro delle Imprese di Milano con codice fiscale e numero di iscrizione 00801720152;

- si trova nel pieno e libero esercizio dei propri diritti in quanto non fallita, nè in liquidazione, nè in stato di concordato preventivo o di amministrazione controllata;

- che la società è amministrata ad un Consiglio di Amministrazione composto dai signori:

\* DAVID SCHWARTZ Presidente;

\* NORMAN DAVID SCHWARTZ Consigliere di Amministrazione;

\* BELLINZONA SILVANO Consigliere di Amministrazione ed Amministratore Delegato;

\* SCANDROGLIO ANGELO Consigliere di Amministrazione;

- che i signori DAVID SCHWARTZ e NORMAN DAVID SCHWARTZ nella loro rispettiva qualità di Presidente e Consigliere di Amministrazione, in base alle risultanze del Registro delle Imprese tenuto dalla Camera di Commercio di Milano, alle risultanze dello Statuto ed alla delibera del Consiglio di Amministrazione del 29 ottobre 2009, che in estratto autentico si allega alla lettera "A", hanno i più ampi poteri con firma disgiunta per rappresentare la società e compiere gli atti espressamente autorizzati con la predetta delibera.

Segrate, quattro novembre duemilanove.

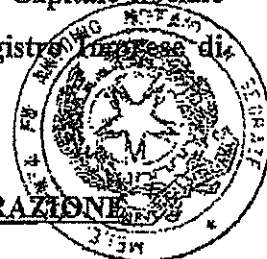
Handwritten signature of Ovidio De Napoli and a circular notary stamp of Segrate.

Vertical text on the left margin: 20065 Inzago, Via Pilastrolo 12, Tel. 02.95310479, Fax 02.95310540

Vertical text on the right margin: 20065 Inzago

## BIO-RAD LABORATORIES SRL

BIO-RAD LABORATORIES S.R.L. - Via Cellini n. 18/A - Segrate (MI) - Capitale Sociale 83/2005  
Euro 5.681.027,00 = int. versato - Codice fiscale e numero iscrizione Registro Imprese di  
Milano 00801720152.

VERBALE DELLA RIUNIONE DEL CONSIGLIO DI AMMINISTRAZIONE

Il giorno 29 ottobre 2009 alle ore 17.00, presso la Sede Sociale di BIO-RAD LABORATORIES S.R.L., in via Cellini n. 18/A – Segrate (MI) si è riunito il Consiglio di Amministrazione della Società per discutere e deliberare sul seguente:

## ORDINE DEL GIORNO:

1. **Acquisizione del business relativo all'attività diagnostiche di immunologia della società "BIOTEST AKTIENGESELLSCHAFT" e delle sue "subsidiaries".**
2. **Attribuzione dei poteri agli Amministratori.**

Il Signor Silvano Bellinzona in qualità di Amministratore Delegato di BIO-RAD LABORATORIES S.R.L., assume la Presidenza della riunione ai sensi di Statuto e chiama a fungere da Segretario il Dottor Giuseppe Crippa.

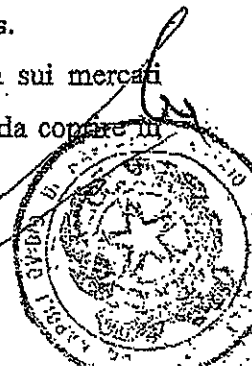
Il Presidente constatato e dato atto:

- che la riunione è stata regolarmente convocata nei termini previsti dallo Statuto;
  - che per il Consiglio di Amministrazione sono presenti, oltre a sé medesimo, i Signori Norman Schwartz, in collegamento telefonico dagli Stati Uniti d'America, ed Angelo Scandroglio, assente giustificato il Signor David Schwartz;
  - che per il Collegio Sindacale sono presenti i Signori: Dottor Luigi Crippa, Presidente, ed il Dottor Giuseppe Crippa, Sindaco Effettivo, assente giustificato il Dottor Maurizio Salvetti;
- dichiara validamente costituita la riunione del Consiglio di Amministrazione e la sua idoneità a deliberare sugli argomenti posti all'Ordine del Giorno.

Con riferimento al primo punto all'ordine del giorno, il Presidente illustra ai presenti che è stato raggiunto un accordo di massima con la società BIOTEST AG, con sede in Germania, per acquisire le attività diagnostiche da questa svolte, direttamente e attraverso le proprie subsidiaries.

Tale acquisizione consentirà al Gruppo BIO-RAD di ampliare la propria presenza sui mercati offrendo una gamma di nuovi prodotti, soprattutto nell'area della immunologia, tali da coprire in modo completo ogni richiesta.

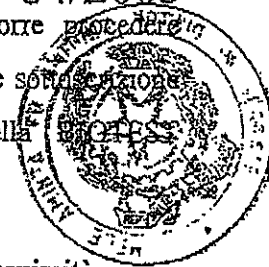
Libro delle Adunanze e delle deliberazioni del Consiglio di Amministrazione



## BIO-RAD LABORATORIES SRL

84/2005

Sul secondo punto all'ordine del giorno, il Presidente fa presente che occorre procedere all'attribuzione agli amministratori dei poteri necessari per procedere alla stipula e sottoscrizione dell'Accordo per l'acquisto delle attività diagnostiche di immunologia della BIOTEST AKTIENGESELLSCHAFT e delle sue subsidiaries.



Si apre, quindi, un'approfondita discussione al termine della quale il Consiglio, all'unanimità

## DELIBERA

- di conferire, disgiuntamente tra loro, al Presidente del Consiglio di Amministrazione signor DAVID SCHWARTZ e al Consigliere di Amministrazione signor NORMAN DAVID SCHWARTZ, tutti i più ampi poteri, affinché questi possano :
- (a) procedere alla sottoscrizione in nome e per conto della BIO-RAD LABORATORIES S.R.L. , con sede in Segrate(MI) , via Cellini n. 18/A dell' " Accordo di acquisto e vendita per le attività di immunologia" ( " Sale and Purchase Agreement relating to the immunology business") della BIOTEST AKTIONGESELLSCHAFT e delle sue subsidiaries;
  - (b) nominare procuratori, conferendo loro tutti i poteri necessari in ordine all'adempimento dell'Accordo sopra indicato;
  - (c) sottoscrivere ogni eventuale atto rettificativo, di precisazione, integrativo o modificativo dell'Accordo sopra indicato;
  - (e) compiere tutto quanto utile o necessario in ordine alla esecuzione del mandato, senza che possa essere sollevata dalla Società nessuna contestazione e/o eccezione di indeterminatezza, insufficienza o carenza di poteri, dando per rato e valido sin da ora l'operato dei mandatari.

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Alle ore 17,30 essendo terminata la trattazione degli argomenti posti all'ordine del giorno e non avendo nessun altro chiesto la parola, il Presidente dichiara chiusa la seduta, previa redazione, lettura, approvazione e sottoscrizione del presente verbale.

Il Segretario

  
Giuseppe Crippa

Il Presidente

  
Silvano Bellinzona

Repertorio n. 74.730

ESTRATTO AUTENTICO

Certifico io qui sottoscritto dottor Ovidio De Napoli, notaio in Segrate iscritto presso il Collegio Notarile di Milano, che il presente estratto riproduce le pagine nn. 83/2005 e 84/2005 del Libro delle Decisioni e Deliberazioni del Consiglio di Amministrazione della società "BIO-RAD LABORATORIES S.R.L." con sede in Segrate (MI) via Cellini n. 18/A.

Libro numerato bollato e vidimato a norma di legge.

Consta di due fogli e viene rilasciato da me notaio per uso consentito dalla legge.

Segrate, quattro novembre duemilanove.

