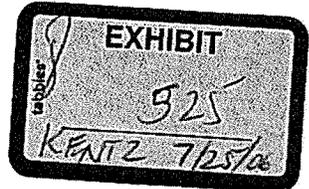


Redacted



RESTRICTED CONFIDENTIAL C 006254

ATTORNEYS' EYES ONLY - RESTRICTED

RMS 0062304

By Federal Express

CONFIDENTIAL

May 28, 1991

Ric Kentz
Hoffmann-La Roche Inc.
340 Kingsland St.
Nutley, NJ 07110

Dear Ric:

Enclosed is a preliminary copy of the Schedules (dated May 28) to the Assets Purchase Agreement. The Schedules are referenced to the draft of April 7th and are being forwarded without any attempt to incorporate the revisions contained in the new draft of May 24.

The Schedules were prepared to provide a broad disclosure of the property, commitments and circumstances of the PCR business and necessarily will change to conform to evolving language in the Assets Purchase Agreement. Also, the Schedules do not contain specific exceptions etc. regarding Kodak, which instead are bracketed as [to be discussed].

Give me a call to confirm your receipt of the enclosed and we'll confirm the next meeting date. Regards.

Very truly yours,

CETUS CORPORATION



Peter McGuire
Senior Attorney

cc: Richard Graf (Arnold & Porter)

Cetus Corporation, 1400 Fifty-Third Street, Emeryville, California 94608 Phone: (415) 420-3300 Telex: 4992659 Facsimile: (415) 658-5239

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- (8) Other Agreements relating to the PCR Business are listed by type on Attachment A to this Schedule 2.1(d):

Attachment A consists of Part I, Research, Consulting and other Agreements relating to the PCR Business not elsewhere listed; Part II, Confidentiality Agreements; and Part III, Materials Transfer Agreements.

Parts I, II, and III are derived from Seller's corporate-wide database. The listings provided are used by Seller in the ordinary conduct of its business and the descriptions are believed to be reasonably accurate.

Parts I and III include agreements that provide Seller with certain rights to the results of scientific research conducted by the recipient of materials or information provided by Seller. Although these agreements relate primarily to the PCR Business, the results of such research by third party recipients and consequently the rights to those results may involve subject matter not related to the PCR Business. Seller intends to retain such rights for uses other than the PCR Business as set forth in subsection (2) of Schedule 2.2(h).

Seller further states that certain agreements, believed primarily to comprise confidentiality agreements executed by visiting scientists, may not be listed in Attachment A, but have been maintained by the relevant laboratory of the PCR Business. Where such agreements relate to the properties being transferred under this Agreement, such agreements are not excluded from the scope of agreements being transferred merely by reason of their omission from Attachment A.

2.1(d)-13

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