

Profit and Loss Transfer Agreement

By and between

Sartorius Aktiengesellschaft

Weender Landstraße 94 – 108
37075 Goettingen, Germany,

– hereinafter referred to as the “**Controlling Company**” –

and

Sartorius Lab Holding GmbH

Weender Landstrasse 94 – 108
37075 Goettingen, Germany

– hereinafter referred to as the “**Subsidiary**” –

– and the Controlling Company and Subsidiary hereinafter jointly referred to as
“**Parties**” –

Preliminary Recitals

Sartorius Aktiengesellschaft with its registered office in Goettingen, entered in the commercial register of the Local Court of Goettingen under HRB 1970 holds a participation of one share of a nominal value of EUR 25,000.00 (Ser. No. 1) and with a further share of a nominal value of EUR 4,975,000.00 (Ser. No. 2) in Sartorius Lab Holding GmbH with its registered office in Goettingen, Germany, entered in the commercial register of the Local Court of Goettingen under HRB 201403.

The Controlling Company is the sole shareholder of the Subsidiary and holds all voting rights in the shares of the Subsidiary.

With respect to the financial integration of the Subsidiary into the business of the Controlling Company, the following Profit and Loss Transfer Agreement is concluded in order to establish a consolidated tax filing status within the meaning of Sections 14 through 17 of the German Corporation Tax Law (KStG).

§ 1 Transfer of Profits

- 1.1 The Subsidiary undertakes to transfer its entire profit to the Controlling Company. Subject to the creation or dissolution of reserves in accordance with Subsection 2 of this paragraph, the annual net income shall be transferred, which would accrue without profit transfer, reduced by possible loss carried

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forward from the preceding year and by any amount which is restricted for profit distribution according to Section 268, Subsection 8, of the German Commercial Code (HGB). Section 301 of the German Stock Corporation Act (AktG), as amended from time to time, shall apply accordingly in its entirety.

- 1.2 With the consent of the Controlling Company, the Subsidiary may allocate parts of its annual net income to other retained earnings (Section 272, Subsection 3, of HGB), insofar this is permitted under commercial law and economically justified by reasonable commercial judgment. Other retained earnings (Section 272, Subsection 3, of HGB) created during the term of this agreement shall be dissolved upon request of the Controlling Company and used to compensate an annual net loss or transferred as profit.
- 1.3 Excluded from the transfer of profit are, in particular,
 - a retained profit carried forward from a time period before the beginning of this agreement,
 - amounts resulting from the release of other retained earnings Section 272, Subsection 3, of HGB) which have been created prior to the beginning of this Agreement, and
 - amounts resulting from the release of capital reserves Section 272, Subsection 2, of HGB).
- 1.4 The claim regarding the transfer of profit shall arise and become due at the end of each financial year of the Subsidiary. The amount of said claim shall bear interest at a rate of 5% p.a. from that date.
- 1.5 The Controlling Company shall be entitled to request an advance transfer of profits, if and to the extent that a distribution of an advance dividend would be permissible.

§ 2 Assumption of Loss

- 2.1 The Controlling Company undertakes to compensate any annual net loss otherwise occurring during the term of this Agreement to the extent that it is not compensated by the liquidation of amounts from other retained earnings in accordance with paragraph 1, subparagraph 2, sentence 2, of this Agreement which have been accrued during the term of this Agreement. Section 302 of AktG, as amended from time to time, shall apply accordingly.
- 2.2 The claim of the Subsidiary for compensation of the loss assumed shall become due at the end of each financial year of the Subsidiary. Said loss shall bear interest of 5% p.a. from that date.

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Effectiveness, Duration, Termination

- 3.1 This Agreement is concluded subject to the approval by both the Annual General Shareholders' Meeting of the Controlling Company and the general meeting of the Subsidiary. The present Agreement shall become valid upon its registration with the commercial registry for the registered office of the Subsidiary.
- 3.2 After the preconditions mentioned in Section 3.1 of this agreement have been met, this agreement shall become effective retroactively from the beginning of the Subsidiary's financial year in which this Agreement shall apply.
- 3.3 This Agreement is concluded for an indefinite period of time. It may be terminated by either of the Parties with a due notice period of six months before the end of a financial year of the Subsidiary; for the first time, before the end of the Subsidiary's financial year, which shall end no earlier than five years (60 months) after the beginning of the obligation to transfer profits or to assume losses according to Section 3.2 of this Agreement (minimum term of this Agreement).
- 3.4 The right to terminate this Agreement for good cause without notice shall remain unaffected. In particular, the Controlling Company shall have the right to terminate this Agreement for good cause in the following events:
- 3.4.1 a sale or contribution of all shares or shares of the Subsidiary, which represent more than 50% of the entire share capital, in consequence of which the requirements of a financial integration of the Subsidiary into the enterprise of the Controlling Company ceases to exist according to the applicable tax regulations, as amended from time to time, or
- 3.4.2 a merger (Sections 2 et seq. of the German Reorganization Act (UmwG) or liquidation of the Controlling Company or the Subsidiary.
- 3.5 This Agreement shall terminate at the latest at the end of the financial year in which an outside shareholder within the meaning of Section 304 of AktG becomes a shareholder of the Subsidiary. Section 307 of AktG, as amended from time to time, shall apply accordingly.
- 3.6 Upon termination of this Agreement, the Controlling Company shall provide security to the creditors of the Subsidiary. Section 303 of AktG, as amended from time to time, shall apply accordingly.
- 3.7 Any notice of termination shall be made in writing.

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Costs

The costs arising from the conclusion of this Agreement shall be borne by the Controlling Company.

§ 5 Concluding Provisions

- 5.1 Upon interpretation of this Agreement the relevant tax regulations regarding consolidated tax filings shall be considered in a way to aspire to achieve an effective fiscal unity.
- 5.2 Any amendments or additions to this Agreement shall be in writing if no notarization is required and shall only become effective upon approval by the Annual General Shareholders' Meeting of the Controlling Company and the general meeting of the Subsidiary and only after registration of the amendments with the commercial registry for the Subsidiary.
- 5.3 This Agreement shall be governed by and construed in accordance with the laws of the Federal Republic of Germany. The place of jurisdiction shall be Goettingen.
- 5.4 In the event any provision of this Agreement shall be or become entirely or partly invalid or unenforceable or in the event that any omission in this Agreement becomes apparent, the validity of the remaining provisions thereof shall not be affected. The invalid or unenforceable provision shall be replaced by a valid and enforceable provision which as closely as possible reflects the economic purpose that the Parties had pursued with the invalid or unenforceable provision. The same shall apply to fill any omission in this Agreement, which becomes apparent. In case of an omission, the provision shall apply, which, as far as this is still legally possible, reflects as closely as possible the purpose that the Parties would have pursued if they would have considered this point.

Signed in Goettingen, on this day of
June 3, 2013

Sartorius Aktiengesellschaft

Original German version signed by:

Jörg Pfirrmann
Jens Michael Artelt

Signed in Goettingen, on this day of
June 3, 2013

Sartorius Lab Holding GmbH

Original German version signed by:

Reinhard Vogt
Katrin Sebastian