

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

SCHEDULE 13D  
UNDER THE SECURITIES EXCHANGE ACT OF 1934  
(AMENDMENT NO. \_\_\_\_)\*

SangStat Medical Corporation.

-----  
(Name of Issuer)

Common Stock, par value \$0.001 per share

-----  
(Title of Class of Securities)

801003104

-----  
(CUSIP Number)

Jose M. de Lasa, 100 Abbott Park Road  
Abbott Park, Illinois 60064-3500; Phone 847 937 8905

-----  
(Name, Address and Telephone Number of Person  
Authorized to Receive Notices and Communications)

August 6, 1999

-----  
(Date of Event which Requires Filing of this Statement)

If the filing person has previously filed a statement on Schedule 13G to report the acquisition which is the subject of this Schedule 13D, and is filing this schedule because of Rule 13d-1(b)(3) or (4), check the following box [  ].

NOTE: Six copies of this statement, including all exhibits, should be filed with the Commission. See Rule 13d-1(a) for other parties to whom copies should be sent.

\* The remainder of this cover page shall be filled out for a reporting person's initial filing on this form with respect to the subject class of securities, and for any subsequent amendment containing information which would alter disclosures provided in a prior cover page.

The information required in the remainder of this cover page shall not be deemed to be "filed" for the purpose of Section 18 of the Securities Exchange Act of 1934 ("Act") or otherwise subject to the liabilities of that section of the Act but shall be subject to all other provisions of the Act (however, see the Notes).

1) NAME OF REPORTING PERSON  
I.R.S. IDENTIFICATION NO. OF ABOVE PERSON

Abbott Laboratories  
IRS Identification No. 36-0698440

2) CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP (a) [ ]  
(b) [ ]

3) SEC USE ONLY

4) SOURCE OF FUNDS  
OO (see Item 3 below)

5) CHECK IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT  
TO ITEMS 2(d) OR 2(e) [ ]

6) CITIZENSHIP OR PLACE OF ORGANIZATION  
Illinois

NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH	(7)	SOLE VOTING POWER 893,996
	(8)	SHARED VOTING POWER 0
	(9)	SOLE DISPOSITIVE POWER 893,996
	(10)	SHARED DISPOSITIVE POWER 0

11) AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON  
893,996

12) CHECK IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN  
SHARES (SEE INSTRUCTIONS) [ ]

13) PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11)  
5.4% (see Item 5 below)

14) TYPE OF REPORTING PERSON (SEE INSTRUCTIONS)  
CO

ITEM 1. SECURITY AND ISSUER

This statement relates to shares of the common stock, par value \$0.001 per share (the "Common Stock"), of SangStat Medical Corporation, a Delaware corporation (the "Issuer"), whose principal executive offices are located at 6300 Dumbarton Circle, Fremont, California 94555.

ITEM 2. IDENTITY AND BACKGROUND

(a) - (c), and (f) The person filing this statement is Abbott Laboratories ("Abbott"), an Illinois corporation. Abbott's principal business is the discovery, development, manufacture, and sale of a broad and diversified line of health care products and services. Abbott's principal office is located at 100 Abbott Park Road, Abbott Park, Illinois 60064-3500.

The names, citizenship, business addresses, present principal occupation or employment and the name, and the principal business and address of any corporation or other organization in which such employment is conducted of the directors and executive officers of Abbott are as set forth in Exhibit 1 hereto and incorporated herein by this reference.

(d) and (e) Neither Abbott, nor to the best of its knowledge, any person listed on Exhibit 1 has during the last five years (i) been convicted in a criminal proceeding (excluding traffic violations or similar misdemeanors) or (ii) been a party to a civil proceeding of a judicial or administrative body of competent jurisdiction and as a result of such proceeding was or is subject to a judgment, decree or final order enjoining future violations of, or prohibiting or mandating activities subject to, federal or state securities laws or finding any violation with respect to such laws.

ITEM 3. SOURCE AND AMOUNT OF FUNDS OR OTHER CONSIDERATION

Abbott has acquired an aggregate of 893,996 shares of Common Stock (the "Shares"), of which 534,157 (the "Initial Shares") were acquired on May 10, 1999; and 359,839 (the "Additional Shares") were acquired on August 6, 1999. The aggregate \$14,000,000 purchase price of the Shares consists of a purchase price of \$7,000,000 each for the Initial Shares and the Additional Shares. The source of funds for the Shares is Abbott's general assets.

ITEM 4. PURPOSE OF THE ACQUISITION

Abbott acquired the Shares as an investment and in connection with its co-promotion alliance with the Issuer.

Abbott intends to monitor its interests in the Issuer on an ongoing basis and to take such measures as it deems appropriate from time to time in furtherance of such interests. Abbott may from time to time acquire additional shares of Common Stock, dispose of some or all of the shares of Common Stock then beneficially owned by it, and take such other actions as Abbott may deem appropriate. Notwithstanding the foregoing, except as described in this Item 4 and in Item 6, Abbott has no present plan or proposal which relate to or would result in any of the matters referred to in Items (a) through (j) of Item 4 of Schedule 13D of the Securities and Exchange Commission. Abbott does, however, reserve the right to adopt such plans or proposals subject to compliance with applicable regulatory requirements and its contractual obligations.

ITEM 5. INTEREST IN SECURITIES OF THE ISSUER

(a) Abbott is the beneficial owner of the Shares, representing approximately 5.4% of the outstanding shares of the Common Stock. The calculation of the foregoing percentage is based on the number of shares of Common Stock shown as being outstanding on the Form 10-Q Quarterly Report filed by the Issuer with the Securities and Exchange Commission for the quarter ended March 31, 1999.

(b) Abbott has sole power to vote or to direct the vote and the sole power to dispose or to direct the disposition of the Shares.

(c) Except as described herein, there have been no transactions by Abbott or the persons whose names are listed on Exhibit 1 in securities of the Issuer during the past sixty days.

(d) No one other than Abbott has the right to receive or the power to direct the receipt of dividends from, or the proceeds from a sale of, the Shares.

(e) Not applicable.

ITEM 6. CONTRACTS, ARRANGEMENTS, UNDERSTANDINGS OR RELATIONSHIPS WITH RESPECT TO SECURITIES OF THE ISSUER

The summaries of certain terms of the following agreements do not purport to be complete and are subject to, and are qualified in their entirety by reference to, all provisions of the agreements and reference is made to the full text of such agreements which are filed as exhibits to this Statement and are incorporated herein by reference.

A. STOCK PURCHASE AGREEMENT

Abbott purchased the Initial Shares pursuant to a Stock Purchase Agreement, dated May 7, 1999 (the "Stock Purchase Agreement"), by and between Abbott and the Issuer. The Stock Purchase Agreement provides that, on or before the ninetieth day following the signing of the agreement, the Issuer may at its sole discretion sell to Abbott additional shares of Common Stock at a price equal to the lesser of: (i) \$19.99; or (ii) the average of the closing prices, as quoted on the Nasdaq National Market, on each of the 20 trading days immediately preceding the day which is 90 days after the signing of the Stock Purchase Agreement. The Issuer exercised this right on August 4, 1999. Under the terms of the Stock Purchase Agreement, Abbott may not, among other things, sell the Shares before December 31, 2001 without the Issuer's prior consent.

B. REGISTRATION RIGHTS AGREEMENT

The Registration Rights Agreement, dated May 7, 1999 (the "Registration Rights Agreement"), is by and between Abbott and the Issuer. The Registration Rights Agreement covers the Issuer's Common Stock issued to Abbott under the Stock Purchase Agreement and any Common Stock of the Issuer issued as a dividend or other distribution with respect to such Common Stock (the "Registrable Securities"). After November 15, 2001, if the issuer receives a written request from Abbott or a transferee of Abbott with registration rights assigned under the Registration Rights Agreement (the "Holder"), the Issuer shall use commercially reasonable efforts to file a registration statement on Form S-3 or such other registration statement as is the available. The Issuer is responsible for registration expenses except underwriting discounts, commissions, legal and accounting fees incurred by the Holder. Abbott may transfer its registration rights subject to certain specified conditions contained in Section 1.6 of the Registration Rights Agreement. Under certain circumstances, the Registration Rights Agreement terminates if all Registrable Securities may be sold under Rule 144 promulgated under the Securities Exchange Act of 1934, as amended.

C. CALL OPTION AGREEMENT

The Call Option Agreement by and between Abbott and the Issuer is dated May 7, 1999 (the "Call Option Agreement"). Under the Call Option Agreement, Abbott grants the Issuer the right to repurchase the Shares at any time until December 31, 2001 (the "Call Option"). The Issuer may exercise the Call Option for the Initial Shares or the Additional Shares or both, in whole or in part. The exercise price of the Call Option for the Initial Shares is two times the price per Initial Share paid by Abbott under the Stock Purchase Agreement. The exercise price of the Call Option for the Additional Shares is two times the price per Additional Share paid by Abbott under the Stock Purchase Agreement.

D. RIGHT OF FIRST REFUSAL AGREEMENT

The Right of First Refusal Agreement, dated May 7, 1999 (the "First Refusal Agreement"), is by and between Abbott and the Issuer. Under its terms, Abbott must give the

Issuer notice if, after December 31, 2001, Abbott proposes to transfer any of the Shares (the "Offered Shares") to one or more third parties or in an open market transaction. For a period of 30 days after receipt of such notice, the Issuer has the option to purchase the Offered Shares at the same price and on the same material terms and conditions as proposed to be transferred or sold by Abbott. The Issuer may purchase all of the Offered Shares if the Abbott notice proposes a transfer to one or more third parties in a transaction not in the open market, or purchase all or a portion of the Offered Shares if the Abbott notice proposes an open market transaction. If such transfer or sale is on the open market, the purchase price for the Issuer shall be the average of the closing prices of the Issuer's Common Stock, as quoted on the Nasdaq National Market, on each of the 20 trading days immediately preceding the date of Abbott's notice of transfer. The Issuer's right terminates if the Issuer does not exercise its right within the stated time period.

Notwithstanding the restrictions above, Abbott may sell or assign Shares to any affiliate or successor in interest if such transferee or successor executes documents assuming Abbott's obligations under the First Refusal Agreement.

If the purchase price is payable in property other than cash or evidences of indebtedness, the Issuer may pay such purchase price in the form of cash equal in amount to the value of such property. If Abbott and the Issuer cannot agree on the cash value within 10 days after the Issuer receives notice of transfer from Abbott, the valuation shall be made by an appraiser selected by Abbott and the Issuer. If they cannot agree on an appraiser within 20 days of the receipt of the notice, each shall select an appraiser and the two appraisers shall select a third appraiser, whose appraisal shall determine the pertinent value. Any selected appraiser must be of recognized standing.

The First Refusal Agreement terminates on the earlier of: (i) December 31, 2004; and (ii) the closing of the Issuer's sale of all or substantially all of its assets or the acquisition of the Issuer by another entity through a merger, consolidation or other transaction or series of related transactions resulting in the exchange of the outstanding shares of the Issuer's capital stock such that the stockholders of the Issuer prior to such transaction own less than 50% of the voting power of the surviving entity.

ITEM 7. MATERIAL TO BE FILED AS EXHIBITS

- Exhibit 1 - Information Concerning Executive Officers and Directors of Abbott Laboratories.
- Exhibit 2 - Stock Purchase Agreement, dated as of May 7, 1999.
- Exhibit 3 - Registration Rights Agreement, dated as of May 7, 1999.
- Exhibit 4 - Call Option Agreement, dated as of May 7, 1999.

Exhibit 5 - Right of First Refusal Agreement, dated as of May 7, 1999.

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After reasonable inquiry and to the best of my knowledge and belief, I certify that the information set forth in this statement is true, complete and correct.

Abbott Laboratories

DATED: August 13, 1999

By: /s/ Gary P. Coughlan

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Gary P. Coughlan, Senior Vice President,  
Finance and Chief Financial Officer

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EXHIBIT INDEX

Exhibit Number -----	Description -----
1	Information Concerning Executive Officers and Directors of Abbott Laboratories.
2	Stock Purchase Agreement, dated as of May 7, 1999.
3	Registration Rights Agreement, dated as of May 7, 1999.
4	Call Option Agreement, dated as of May 7, 1999.
5	Right of First Refusal Agreement, dated as of May 7, 1999.

Exhibit 1

Information Concerning Executive Officers and  
Directors of Abbott Laboratories

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The current corporate officers and directors of Abbott Laboratories are listed below. The address of Abbott Laboratories is: Abbott Laboratories, 100 Abbott Park Road, Abbott Park, Illinois 60064-3500. Abbott Laboratories does not consider all of its corporate officers to be executive officers as defined by the Securities Exchange Act of 1934 or Releases thereunder. Unless otherwise indicated, all positions set forth below opposite an individual's name refer to positions within Abbott Laboratories, and the business address listed for each individual not principally employed by Abbott Laboratories is also the address of the corporation or other organization which principally employs that individual.

NAME	POSITION/PRESENT PRINCIPAL OCCUPATION OR EMPLOYMENT AND BUSINESS ADDRESS	CITIZENSHIP
CORPORATE OFFICERS		
Miles D. White(1)	Chairman of the Board and Chief Executive Officer	U.S.A.
Robert L. Parkinson, Jr.(1)	President, Chief Operating Officer and Director	U.S.A.
Joy A. Amundson(1)	Senior Vice President, Ross Products	U.S.A.
Christopher B. Begley (1)	Senior Vice President, Chemical and Agricultural Products	U.S.A.
Thomas D. Brown(1)	Senior Vice President, Diagnostic Operations	U.S.A.
Gary P. Coughlan(1)	Senior Vice President, Finance and Chief Financial Officer	U.S.A.
Jose M. de Lasa(1)	Senior Vice President, Secretary and General Counsel	U.S.A.
William G. Dempsey(1)	Senior Vice President, International Operations	U.S.A.
Richard A. Gonzalez(1)	Senior Vice President, Hospital Products	U.S.A.
Arthur J. Higgins(1)	Senior Vice President, Pharmaceutical Operations	United Kingdom

CORPORATE OFFICERS  
CONTINUED

Thomas M. Wascoe(1)	Senior Vice President, Human Resources	U.S.A.
Josef Wendler	Senior Vice President	Germany
Catherine V. Babington	Vice President, Investor Relations and Public Affairs	U.S.A.
Patrick J. Balthrop	Vice President, Diagnostic Commercial Operations	U.S.A.
Mark E. Barmak	Vice President, Litigation and Government Affairs	U.S.A.
Christopher A. Bleck	Vice President, Pediatrics, Ross Products	U.S.A.
Douglas C. Bryant	Vice President, Diagnostic Operations, Asia and Pacific	U.S.A.
Gary R. Byers	Vice President, Internal Audit	U.S.A.
Thomas F. Chen	Vice President, Pacific, Asia, and Africa Operations	U.S.A.
Kenneth W. Farmer	Vice President, Management Information Services and Administration	U.S.A.
Edward J. Fiorentino	Vice President, Pharmaceutical Products, Marketing, and Sales	U.S.A.
Gary L. Flynn(1)	Vice President and Controller	U.S.A.
Thomas C. Freyman	Vice President and Controller, Hospital Products	U.S.A.
Stephen R. Fussell	Vice President, Compensation and Development	U.S.A.
David B. Goffredo	Vice President, European Operations	U.S.A.
Robert B. Hance	Vice President, Diagnostic Operations, Europe, Africa and Middle East	U.S.A.
Guillermo A. Herrera	Vice President, Latin America and Canada Operations	Colombia
James J. Koziarz, Ph.D.	Vice President, Diagnostic Products Research and Development	U.S.A.

Elaine R. Leavenworth	Vice President, Abbott Health Systems	U.S.A.
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CORPORATE OFFICERS  
CONTINUED

John M. Leonard	Vice President, Pharmaceutical Development	U.S.A.
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Greg Linder	Vice President and Treasurer	U.S.A.
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John F. Lussen	Vice President, Taxes	U.S.A.
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Edward L. Michael	Vice President, Diagnostic Assays and Systems	U.S.A.
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Daniel W. Norbeck	Vice President, Pharmaceutical Discovery	U.S.A.
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Edward A. Ogunro	Vice President, Hospital Products Research and Development	U.S.A.
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William H. Stadlander	Vice President, Ross Medical Nutritional Products	U.S.A.
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Marcia A. Thomas	Vice President, Quality Assurance and Regulatory Affairs	U.S.A.
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Steven J. Weger	Vice President, Corporate Planning and Development	U.S.A.
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Susan M. Widner	Vice President, Diagnostic Operations, U.S. and Canada	U.S.A.
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Lance B. Wyatt	Vice President, Corporate Engineering	U.S.A.
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(1) Pursuant to Item 401 (b) of Regulation S-K Abbott has identified these persons as "executive officers" within the meaning of Item 401 (b).

NAME	POSITION/PRESENT PRINCIPAL OCCUPATION OR EMPLOYMENT AND BUSINESS ADDRESS	CITIZENSHIP
DIRECTORS		
H. Laurance Fuller	Co-Chairman, BP Amoco, p.l.c. 200 East Randolph Drive Mail Code 3000 Chicago, Illinois 60601	U.S.A.
David A. Jones	Chairman of the Board Humana Inc. 500 W. Main Street Humana Building Louisville, Kentucky 40202	U.S.A.
Jeffrey M. Leiden, M.D., Ph.D.	Elkan R. Blout Professor of Biological Sciences Harvard School of Public Health Professor of Medicine Harvard Medical School Laboratory of Cardiovascular Biology 677 Huntington Ave.-Bldg. II, Rm. 117 Boston, Massachusetts 02115	U.S.A.
The Rt. Hon. the Lord Owen CH	Physician, Politician, and Businessman House of Lords Westminster, London SW1A 0PW, England	United Kingdom
Robert L. Parkinson, Jr.	Officer of Abbott	U.S.A.
Boone Powell, Jr.	President and Chief Executive Officer Baylor Health Care System and Baylor University Medical Center, Vice President, Baylor University 3500 Gaston Avenue Dallas, Texas 75246	U.S.A.

DIRECTORS - CONTINUED

Addison Barry Rand	Former Executive Vice President Xerox Corporation 800 Long Ridge Road Stamford, Connecticut 06904-1600	U.S.A.
W. Ann Reynolds, Ph.D.	President The University of Alabama at Birmingham 701 S. 20th Street Birmingham, Alabama 35294-0110	U.S.A.
Roy S. Roberts	Vice President and Group Executive North American Vehicle Sales, Service and Marketing General Motors Corporation 100 Renaissance Center Mail Code 482-A30-D10 Detroit, Michigan 48243	U.S.A.
William D. Smithburg	Retired Chairman, President and Chief Executive Officer The Quaker Oats Company 676 N. Michigan Avenue Suite 3860 Chicago, Illinois 60611	U.S.A.
John R. Walter	Chairman Ashlin Management Corp. 100 South Wacker Drive Suite 2100 Chicago, Illinois 60606	U.S.A.
William L. Weiss	Chairman Emeritus, Ameritech Corporation One First National Plaza Suite 2530C Chicago, Illinois 60603-2006	U.S.A.
Miles D. White	Officer of Abbott	U.S.A.

Exhibit 2

STOCK PURCHASE AGREEMENT

THIS STOCK PURCHASE AGREEMENT (the "Agreement") is made as of the 7th day of May, 1999, by and between SangStat Medical Corporation, a Delaware corporation ("SangStat") and Abbott Laboratories, an Illinois corporation ("Abbott").

WHEREAS, SangStat and Abbott have agreed to enter into a Right of First Refusal Agreement, a Call Option Agreement, a Registration Rights Agreement, and a Co-Promotion Agreement, all of even date herewith (collectively the "Alliance Agreements"); and

WHEREAS, subject to the terms and conditions of this Agreement and on the basis of the representations and warranties set forth herein, SangStat and Abbott have agreed to the purchase and sale of shares of SangStat's common stock \$.001 par value (the "Common Stock").

THE PARTIES HEREBY AGREE AS FOLLOWS:

1. PURCHASE AND SALE OF INITIAL SHARES. Subject to the terms and conditions of this Agreement and on the basis of the representations and warranties set forth herein, SangStat shall issue and sell to Abbott and Abbott shall purchase from SangStat, at the Initial Share Closing provided for in SECTION 1.3, shares of SangStat's Common Stock (the "Initial Shares") having an aggregate value of Seven Million Dollars (\$7,000,000).

1.1 PRICE PER INITIAL SHARE. The price per share to be paid by Abbott for each of the Initial Shares (the "Price per Initial Share") shall be equal to the average of the closing prices, as quoted on the Nasdaq National Market, on each of the twenty (20) trading days preceding the day on which this Agreement is signed.

1.2 NUMBER OF INITIAL SHARES. On the day before the Initial Share Closing, SangStat shall determine the number of Initial Shares to be issued, purchased, and sold pursuant to this Agreement by dividing:

- (a) Seven Million Dollars (\$7,000,000) by
- (b) the Price per Initial Share

and then rounding down to the nearest whole number the number obtained by that division.

1.3 INITIAL SHARE CLOSING. The closing of the purchase and sale of the Initial Shares (the "Initial Share Closing") shall be held at the offices of Gunderson Dettmer Stough Villeneuve Franklin & Hachigian, LLP, 155 Constitution Drive, Menlo Park, California 94025, on May 10, 1999, at 10:00 a.m., or at such other time and place upon which SangStat and Abbott shall agree.

1.4 DELIVERY. At the Initial Share Closing, SangStat will issue a certificate to Abbott registered in Abbott's name representing the number of Initial Shares being purchased by Abbott against payment to SangStat of Seven Million Dollars (\$7,000,000). The purchase price shall be paid to SangStat by wire transfer to the bank account of SangStat:

Name of Bank:	State Street Bank
Name of Account:	SangStat Medical Corporation
Account No.	17039843
ABA#	011000028

2. PURCHASE AND SALE OF OPTION SHARES. At the sole discretion of SangStat, but subject to the terms and conditions of this Agreement and on the basis of the representations and warranties set forth herein, SangStat shall issue and sell to Abbott and Abbott shall purchase from SangStat, at the Option Share Closing provided for in SECTION 2.4, shares of SangStat's Common Stock (the "Option Shares") having the aggregate value described in SECTION 2.3.

2.1 NOTICE OF PURCHASE AND SALE OF OPTION SHARES. On or before the ninetieth (90th) day following the signing of this Agreement, SangStat shall notify Abbott in writing as to whether or not the issuance, sale, and purchase of the Option Shares shall take place.

2.2 PRICE PER OPTION SHARE. The price per share to be paid by Abbott for each of the Option Shares (the "Price per Option Share") shall be equal to the lesser of:

(a) \$19.99 or

(b) the average of the closing prices, as quoted on the Nasdaq National Market, on each of the twenty (20) trading days immediately preceding the day which is ninety (90) days after the signing of this Agreement.

For example, if this Agreement is signed on April 30, 1999, then the day which is 90 days after the day on which it is signed will be July 29, 1999 and the Price per Option Share will be the lesser of (a) \$19.99 or (b) the average of the closing prices, as quoted on the Nasdaq National Market, on each of the twenty (20) trading days immediately preceding July 29, 1999.

2.3 NUMBER OF OPTION SHARES. On the day before the Option Share Closing, SangStat shall determine the number of Option Shares to be issued, purchased, and sold pursuant to this Agreement by dividing:

(a) Seven Million Dollars (\$7,000,000) by

(b) the Price per Option Share

and then rounding down to the nearest whole number the number obtained by that division. In no event, however, shall the number of Option Shares to be issued, purchased, and sold pursuant to this SECTION 2.3, together with the Initial Shares, cause Abbott, or any of its affiliates, to be deemed to be an Acquiring Person, as such term is defined in the Stockholders Rights Plan, dated as of August 14, 1995, between SangStat and The First National Bank of Boston, as Rights Agent (the "Rights Plan"). Accordingly, in the event that the quotient that is obtained by implementing the foregoing formula results in the issuance of a number of Option Shares that, together with the Initial Shares, would cause Abbott, or any of its affiliates, to be deemed to be an Acquiring Person, then the numerator shall be reduced to the largest number that is less than Seven Million Dollars (\$7,000,000) that when divided by the Price per Option Share and rounded down to the nearest whole number would result in a number of Option Shares that, together with the Initial Shares, represents a number that is less than fifteen percent (15%) of the total number of shares of the Common Stock outstanding immediately after the Option Share Closing.

2.4 OPTION SHARE CLOSING. The closing of the purchase and sale of the Option Shares (the "Option Share Closing") shall be held at the offices of Gunderson Dettmer Stough Villeneuve Franklin & Hachigian, LLP, 155 Constitution Drive, Menlo Park, California 94025, on August 6, 1999, at 10:00 a.m., or at such other time and place upon which SangStat and Abbott shall agree.

2.5 DELIVERY. At the Option Share Closing, SangStat will issue a certificate to Abbott registered in Abbott's name representing the number of Option Shares being purchased by Abbott against payment to SangStat of Seven Million Dollars (\$7,000,000). The purchase price shall be paid to SangStat by wire transfer to the bank account of SangStat:

Name of Bank:	State Street Bank
Name of Account:	SangStat Medical Corporation
Account No.	17039843
ABA#	011000028

3. REPRESENTATIONS AND WARRANTIES OF SANGSTAT. Except as set forth in the Schedule of Exceptions attached hereto as EXHIBIT - SECTION 3 (SCHEDULE OF EXCEPTIONS) specifically identifying the relevant subsection of this Agreement, SangStat hereby represents, warrants, and covenants to Abbott that:

3.1 AUTHORITY.

(a) SangStat has full legal right power and authority to execute and deliver this Agreement and each of the Alliance Agreements and to consummate the transactions contemplated hereby and thereby.

(b) All corporate action on the part of SangStat, its officers, directors and stockholders necessary for the execution and delivery of, and the consummation of the transactions contemplated by this Agreement and the Alliance Agreements and the performance of all obligations of SangStat hereunder and thereunder have been taken.

(c) This Agreement and each of the Alliance Agreements, upon

execution and delivery by SangStat and, assuming the due and proper execution and delivery by Abbott, constitute legal, valid and binding obligations of SangStat, enforceable in accordance with their respective terms, except as may be limited by: (i) applicable bankruptcy, insolvency, reorganization or other laws of general application relating to or affecting the enforcement of creditors rights generally, (ii) the effect of rules of law governing the availability of equitable remedies, and (iii) the enforceability of the indemnity obligations of SECTION 1.7 of the Registration Rights Agreement.

(d) The making and performance of the Agreement and the Alliance Agreements by SangStat and the consummation of the transactions contemplated by the Agreement and the Alliance Agreements will not violate any provision of the organizational documents of SangStat or any of its subsidiaries and will not result in the creation of any lien, charge, security interest or encumbrance upon any assets of SangStat pursuant to the terms or provisions of, and will not conflict with, result in the breach or violation of, or constitute, either by itself or upon notice or the passage of time or both, a default under any agreement, mortgage, deed of trust, lease, franchise, licence, indenture, permit or other instrument to which SangStat or any of its subsidiaries is a partner or by which SangStat or any of its subsidiaries or any of their respective properties may be bound or affected and in each case which have a material adverse affect on the condition (financial or otherwise), properties, business, prospects, or results of operations of SangStat and its subsidiaries taken as a whole (a "Material Adverse Effect") or, to SangStat's knowledge, any statute or any authorization, judgment, decree, order, rule or regulation of any court or any regulatory body, administrative agency or other governmental body applicable to SangStat or any of its subsidiaries or any of their respective properties.

### 3.2 ORGANIZATION, GOOD STANDING AND QUALIFICATION.

(a) SangStat and each of its subsidiaries, has been duly incorporated and is validly existing as a corporation in good standing under the laws of its jurisdiction of incorporation, with full power and authority (corporate and other) to own and lease its properties and conduct its businesses as presently conducted and as proposed to be conducted. SangStat and each of its subsidiaries, is duly qualified to do business and in good standing as a foreign corporation in each jurisdiction in which the ownership or leasing of properties or the conduct of its business requires such qualification, except for jurisdictions in which the failure to so qualify would not have a Material Adverse Effect; and no proceeding has been instituted in any such jurisdiction, revoking, limiting or curtailing, or seeking to revoke, limit or curtail such power and authority or qualification.

(b) Except as set forth on EXHIBIT - SECTION 3 (SCHEDULE OF EXCEPTIONS), SangStat has no direct or indirect loans to any partnership, corporation, joint venture, business association, or other entity.

(c) SangStat has delivered to Abbott complete and correct copies of the Certificate of Incorporation and Bylaws, or similar charter documents, of SangStat and of each of its Significant Subsidiaries [as such term is defined in Rule 405 of the Securities Act of 1933, as amended (the "Securities Act")] that is incorporated in a jurisdiction in the United States, in each case as amended to the date hereof, and will furnish to Abbott true and correct copies of any amendments thereto throughout the term of this Agreement.

(d) Except as set forth on EXHIBIT - SECTION 3 (SCHEDULE OF EXCEPTIONS), SangStat has no Significant Subsidiaries or affiliated companies and does not otherwise own or control, directly or indirectly, any equity interest in any partnership, corporation, joint venture, association, or entity. The term "subsidiary" means any corporation more than fifty percent (50%) of whose total equity interest is, directly or indirectly, owned by that person. The term "affiliate" when used to indicate a relationship with a specified person, shall mean a person that directly, or indirectly through one or more intermediaries, control, or is controlled by, or is under common control with, such specified person.

### 3.3 CAPITALIZATION.

(a) The authorized capital stock of SangStat consists of 25,000,000 shares of Common Stock \$0.001 par value and 5,000,000 shares of Preferred Stock, \$\$0.001 par value.

(b) As of May 3, 1999, there were 16,393,110 shares of Common Stock issued and outstanding and no shares of Preferred Stock issued and outstanding. All such issued and outstanding shares have been duly authorized and validly issued and are fully paid and non-assessable and no issued and outstanding shares are subject to preemptive rights created by statute, the Certificate of Incorporation or Bylaws, or any agreement to which SangStat is a party or by which SangStat may be bound.

(c) All outstanding shares of SangStat's capital stock have been issued in compliance with applicable federal and state securities laws.

(d) SangStat has reserved for issuance 3,392,200 shares of Common Stock (and has requested the approval of its shareholders to increase the number of such reserved shares to 3,892,200) pursuant to SangStat's 1993 Stock Option Plan, of which, at April 1, 1999, options to purchase 2,427,844 shares were outstanding and 565,017 shares (not including the 500,000 additional shares referred to above) remain available for issuance pursuant to options that may be granted under that plan.

(e) SangStat has reserved for issuance 500,000 shares of Preferred Stock pursuant to the Shareholder Rights Plan, dated as of August 14, 1995, between SangStat and First National Bank of Boston.

(f) Except as set forth on EXHIBIT - SECTION 3 (SCHEDULE OF EXCEPTIONS), there are no other options, warrants, conversion privileges or other contractual rights presently outstanding or in existence to purchase or otherwise acquire any authorized but unissued shares of SangStat's capital stock or other

securities or the capital stock or other securities of any subsidiary of SangStat.

3.4 VALID ISSUANCE OF COMMON STOCK. Both the Initial Shares and the Option Shares have been duly authorized and, when issued, delivered, and paid for in the manner set forth in this Agreement, will be duly authorized, validly issued, fully paid and nonassessable, and (assuming that Abbott is a BONA FIDE purchaser for value within the meaning of Section 8-302 of the Uniform Commercial Code) Abbott shall have good and marketable title to both the Initial Shares and the Option Shares free of any liens or restrictions (unless created by Abbott), other than the restrictions expressly set forth in this Agreement or the Alliance Agreements or under applicable state and federal securities laws. No preemptive rights or other rights to subscribe for or purchase exist with respect to the issuance and sale of either the Initial Shares and the Option Shares by SangStat pursuant to this Agreement.

3.5 GOVERNMENTAL CONSENTS. Other than compliance with the Securities Act and such filings as may be required to be made with the National Association of Securities Dealers, no consent, approval order or authorization of, or registration, qualification, designation, declaration or filing with, any federal state or local governmental authority on the part of SangStat is required in connection with the consummation of the transactions contemplated by this Agreement.

3.6 OFFERING. Subject in part to the truth and accuracy of Abbott's representations set forth in SECTION 4 of this Agreement, the offer, sale and issuance of the Common Stock as contemplated by this Agreement are exempt from the registration requirements of the Securities Act, and neither SangStat nor any authorized agent acting on its behalf will take any action hereafter that would cause the loss of such exemption.

3.7 LITIGATION. Other than as disclosed in Item 3 - Legal Proceedings of SangStat's Annual Report on Securities and Exchange Commission Form 10-K for the year ended December 31, 1998 (the "Form 10-K") or EXHIBIT - SECTION 3 (SCHEDULE OF EXCEPTIONS), there are no legal or governmental actions, suits or proceedings pending or, to SangStat's knowledge, threatened to which SangStat or any of its subsidiaries is or may be a party or of which property owned or leased by SangStat or any of its subsidiaries is or may be the subject, which actions, suits or proceedings might, individually or in the aggregate, prevent or adversely affect the transactions contemplated by this Agreement or result in a Material Adverse Effect. SangStat is not a party or subject to the provisions of any material injunction, judgment, decree or order of any court, regulatory body, administrative agency or other governmental body. There are no material legal or governmental actions, suits or proceedings pending or, to SangStat's knowledge, threatened against any executive officers or directors of SangStat.

3.8 DISCLOSURE. SangStat has provided Abbott with all the information that Abbott has requested for deciding whether to purchase the Common Stock. Neither this Agreement, nor any other statements or certificates made or delivered in connection herewith or therewith contains any untrue statement of a material fact or omits to state a material fact necessary to make the statements herein or therein not misleading.

3.9 CHANGES. Since December 31, 1998, except as otherwise disclosed in the Form 10-K:

(a) SangStat has not incurred any material liabilities or obligations, indirect, direct or contingent, or entered into any material verbal or written agreement or other transaction which is not in the ordinary course of business;

(b) SangStat has not sustained any material loss or interference with its business or properties from fire, flood, windstorm, accident or other calamity, whether or not covered by insurance;

(c) SangStat has not paid or declared any dividends or other distributions with respect to its capital stock and SangStat is not in default in the payment of principal or interest on any outstanding debt obligations;

(d) there has not been any change in the capital stock or, other than in the ordinary course of business, indebtedness material to SangStat; and

(e) there has not been any event, change or development resulting in or which may reasonably be expected to result in a Material Adverse Event.

#### 3.10 SEC DOCUMENTS.

(a) SangStat has filed in a timely manner each statement, annual, quarterly and other report, registration statement and definitive proxy statement required to be filed (other than preliminary material) by SangStat with the United States Securities and Exchange Commission since its initial public offering, (the "SEC Documents"). As of their respective filing dates, the SEC Documents complied in all material respects with the requirements of the Securities Act or the Securities Exchange Act of 1934, as amended (the "Securities Exchange Act) as the case may be, and, as of their respective filing dates, none of the SEC Documents contained any untrue statement of a material fact or omitted to state a material fact required to be stated therein or necessary to make the statements made therein, in light of the circumstances in which they were made, not misleading.

(b) As of their respective filing dates, the audited consolidated financial statements and unaudited consolidated interim financial statements of SangStat included in SangStat's SEC Documents fairly present in all material respects in conformity with United States generally accepted accounting principles applied on a consistent basis (except as may be indicated in the notes thereto), the consolidated financial position of SangStat as of the dates thereof and SangStat's consolidated results of operations and cash flows for the periods then ended. Except as reflected or reserved against in the consolidated balance sheet of SangStat at December 31, 1998, SangStat has no liabilities of any nature (whether accrued, absolute,

contingent or otherwise), except for liabilities incurred in the ordinary course of business since December 31, 1998 and liabilities which would not, individually or in the aggregate, have a Material Adverse Effect.

(c) Since December 31, 1998, there have been no events or transactions that would require adjustment to, or disclosure in, the audited financial statements of SangStat for the period then ended in order to keep them from being misleading.

3.11 RIGHTS PLAN. The execution of this Agreement and the Alliance Agreements and the consummation of the transactions contemplated hereby and thereby, will not cause any adverse consequence to Abbott or its affiliates or SangStat as a consequence of the Rights Plan, including, without limitation, the occurrence of the Distribution Date (as defined in the Rights Plan), the occurrence of any adjustment to the Purchase Price (as defined in the Rights Plan) or Abbott or any of its affiliates being deemed to be an Acquiring Person (as defined in the Rights Plan).

3.12 USE OF PROCEEDS. SangStat will use the proceeds from the sale of the Initial Shares and the Option Shares for research and development and for working capital.

4. REPRESENTATIONS, WARRANTIES AND COVENANTS OF ABBOTT. Abbott hereby represents, warrants and covenants to SangStat that:

4.1 AUTHORIZATION. Abbott has full power and authority to execute and deliver, and to consummate the transactions contemplated by the Initial Share Closing, the Option Shares Closing, and this Agreement. All corporate action on the part of Abbott necessary for (i) the execution and delivery of, and the consummation of the transactions contemplated by, this Agreement, and (ii) as of the Initial Share Closing and the Option Shares Closing, the performance of all obligations of Abbott under this Agreement, has been taken. This Agreement and each of the Alliance Agreements, upon execution and delivery by Abbott and assuming the due and proper execution and delivery by SangStat, constitutes a legal, valid and binding obligation of Abbott, enforceable in accordance with its terms, except as may be limited by (i) applicable bankruptcy, insolvency, reorganization or other laws of general application relating to or affecting the enforcement of creditors rights generally, and (ii) the effect of rules of law governing the availability of equitable remedies.

4.2 PURCHASE ENTIRELY FOR OWN ACCOUNT. This Agreement is made with Abbott in reliance upon Abbott's representation to SangStat, which by Abbott's execution of this Agreement Abbott hereby confirms, that the shares to be received by Abbott will be acquired for investment for Abbott's own account, not as a nominee or agent, and not with a view to the resale or distribution of any part thereof, and that Abbott has no present intention of selling, granting any participation in, or otherwise distributing the same. By executing this Agreement, Abbott further represents that, other than the Call Option Agreement, Abbott does not have any contract, undertaking, agreement or arrangement with any person to sell, transfer or grant participations to such person or to any third person, with respect to any of the shares.

4.3 GOVERNMENTAL CONSENTS. Other than compliance with the Securities Act, the Securities Exchange Act, and such filings as may be required to be made with the Securities and Exchange Commission or the National Association of Securities Dealers, no consent, approval, order or authorization of, or registration, qualification, designation,

declaration or filing with, any federal, state or local governmental authority on the part of Abbott is required in connection with the consummation of the transactions contemplated by this Agreement.

4.4 NO CONSENT. No consent, approval, waiver or other action by any entity under any material contract, agreement, indenture, lease, instrument or other document to which Abbott is a party or by which it is bound is required or necessary for the execution, delivery and performance of, or the consummation of the transactions contemplated by, this Agreement by Abbott.

4.5 DISCLOSURE OF INFORMATION. Abbott believes it has received all the information it considers necessary or appropriate for deciding whether to purchase the Initial Shares and the Option Shares. Abbott further represents that it has had an opportunity to ask questions and receive answers from SangStat regarding the terms and conditions of the offering of the Initial Shares and the Option Shares and the business, properties, prospects and financial condition of SangStat. The foregoing, however, does not limit or modify the representations and warranties of SangStat in SECTION 3 of this Agreement or the right of Abbott to rely thereon.

4.6 INVESTMENT EXPERIENCE. Abbott is an investor in securities of companies in the development stage and acknowledges that it is able to fend for itself, can bear the economic risk of its investment, and has such knowledge and experience in financial or business matters that it is capable of evaluating the merits and risks of the investment in the Initial Shares and the Option Shares. Abbott has not been organized for the purpose of acquiring either the Initial Shares or the Option Shares.

4.7 RESTRICTED SECURITIES. Abbott understands that the Common Stock it is purchasing are characterized as "restricted securities" under the federal securities laws inasmuch as they are being acquired from SangStat in a transaction not involving a public offering and that under such laws and applicable regulations such securities may be resold without registration under the Securities Act, only in certain limited circumstances. In this connection, Abbott represents that it is familiar with Securities and Exchange Commission Rule 144, as presently in effect, and understands the resale limitations imposed thereby and by the Securities Act.

4.8 LEGENDS. Each certificate or instrument representing Initial Shares or Option Shares shall bear legends in substantially the following forms:

(a) "THE SECURITIES REPRESENTED BY THIS CERTIFICATE HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933 (THE "SECURITIES ACT") AND ARE "RESTRICTED SECURITIES" AS DEFINED IN RULE 144 PROMULGATED UNDER THE SECURITIES ACT. THE SECURITIES MAY NOT BE SOLD OR OFFERED FOR SALE OR OTHERWISE DISTRIBUTED EXCEPT (I) IN CONJUNCTION WITH AN EFFECTIVE REGISTRATION STATEMENT FOR THE SECURITIES UNDER THE SECURITIES ACT, OR (II) IN COMPLIANCE WITH RULE 144, OR (III) PURSUANT TO AN OPINION OF COUNSEL REASONABLY SATISFACTORY TO THE ISSUER OF THESE SECURITIES THAT SUCH REGISTRATION OR COMPLIANCE IS NOT REQUIRED AS TO SUCH SALE, OFFER OR DISTRIBUTION".

(b) Any other legends required by California law or other applicable blue sky or state securities laws.

Except as provided in the Registration Rights Agreement, SangStat need not register a transfer of any Initial Shares or Option Shares, and may also instruct its transfer agent not to register a transfer of any such shares, unless the conditions specified in the foregoing legends are satisfied to the extent applicable.

4.9 ACCREDITED INVESTOR. Abbott is an "accredited investor" within the meaning of Securities and Exchange Commission Rule 501 of Regulation D, as presently in effect.

4.10 MARKET STAND-OFF. Abbott agrees that from the date hereof through December 31, 2001, it shall not directly or indirectly sell, make any short sale of, loan, hypothecate, pledge, offer, grant or sell any option or other contract for the purchase of, purchase any option or other contract for the sale of, or otherwise dispose of or transfer, or agree to engage in any of the foregoing transactions with respect to, any of the Initial Shares or any of the Option Shares (the "Market Stand-Off") without the prior written consent of SangStat. In the event of the declaration of a stock dividend, a spin-off, a stock split, an adjustment in conversion ratio, a recapitalization or a similar transaction affecting SangStat's outstanding securities without receipt of consideration, any new, substituted or additional securities which are by reason of such transaction distributed with respect to any Initial Shares or Option Shares subject to the Market Stand-Off, or into which such shares thereby become convertible, shall immediately be subject to the Market Stand-Off. In order to enforce the Market Stand-Off, SangStat may impose stop-transfer instructions with respect to the Initial Shares and the Option Shares until the end of the Market Stand-Off. This SECTION 4.10 shall not, however, prevent Abbott from acquiring additional shares of, or securities convertible into or exercisable for any shares of, any class of capital stock of SangStat.

5. CONDITIONS OF ABBOTT'S OBLIGATIONS AT CLOSING. Abbott's obligation to purchase the Initial Shares at the Initial Share Closing and its obligation to purchase the Option Shares at the Option Share Closing are subject to fulfillment, on or prior to the Initial Share Closing with respect to the Initial Shares and the Option Share Closing with respect to the Option Shares, of each of the following conditions unless waived by Abbott.

5.1 REPRESENTATIONS AND WARRANTIES. The representations and warranties of SangStat contained in SECTION 3 and in each of the Alliance Agreements shall be true and correct when made and at the closing with the same effect as though such representations and warranties had been made on and as of the date of the closing.

5.2 PERFORMANCE. SangStat shall have performed and complied with all agreements, obligations and conditions contained in this Agreement that are required to be performed or complied with by it on or before the closing.

5.3 QUALIFICATIONS. All authorizations, approvals, or permits, if any, of any governmental authority or regulatory body of the United States or of any state that are required in connection with the lawful issuance and sale of the shares pursuant to this Agreement shall be duly obtained and effective as of the closing.

5.4 PROCEEDINGS AND DOCUMENTS. All corporate and other proceedings in connection with the transactions contemplated at the closing and all documents incident thereto shall be reasonably satisfactory in form and substance to Abbott, and it shall have received all such counterpart original and certified or other copies of such documents as it may reasonably request.

5.5 ALLIANCE AGREEMENTS. The parties shall have entered into each of the Alliance Agreements and the Alliance Agreements remain in full force and effect.

5.6 OPINION OF COUNSEL TO SANGSTAT. Purchaser shall have received from Gunderson Dettmer Stough Villeneuve Franklin & Hachigian, LLP, counsel to SangStat, an opinion addressed to it, dated as of the date of the closing and in substantially the form of EXHIBIT 5.6.

5.7 NO ORDER PENDING. There shall not then be in effect any order enjoining or restraining the transactions contemplated by this Agreement or the Alliance Agreements.

5.8 COMPLIANCE CERTIFICATE. SangStat shall have delivered to Abbott a certificate, in substantially the form of EXHIBIT 5.8, executed on behalf of SangStat by the President of SangStat, dated as of the date of the closing and certifying to the fulfillment of the conditions specified in SECTION 5.1.

6. CONDITIONS OF SANGSTAT'S OBLIGATIONS AT CLOSING. SangStat's obligation to issue and sell the Initial Shares at the Initial Share Closing and its obligation to issue and sell the Option Shares at the Option Share Closing are subject to fulfillment, on or prior to the Initial Share Closing with respect to the Initial Shares and the Option Share Closing with respect to the Option Shares, of each of the following conditions unless waived by SangStat.

6.1 REPRESENTATIONS AND WARRANTIES. The representations and warranties of Abbott contained in SECTION 4 and in each of the Alliance Agreements shall be true and correct when made and at the closing with the same effect as though such representations and warranties had been made on and as of the date of the closing.

6.2 PAYMENT OF PURCHASE PRICE. Abbott shall have delivered the purchase price.

6.3 QUALIFICATIONS. All authorizations, approvals, or permits, if any, of any governmental authority or regulatory body of the United States or of any state that are required in connection with the lawful issuance and sale of the Initial Shares and the Option Shares pursuant to this Agreement shall be duly obtained and effective as of the closing for those shares.

6.4 ALLIANCE AGREEMENTS. The parties shall have entered into each of the Alliance Agreements and the Alliance Agreements remain in full force and effect.

6.5 OPINION OF COUNSEL TO ABBOTT. SangStat shall have received from John A. Berry, counsel to Abbott, an opinion addressed to it, dated as of the date of the closing and certifying, in substantially the form of EXHIBIT 6.5.

6.6 NO ORDER PENDING. There shall not then be in effect any order enjoining or restraining the transactions contemplated by this Agreement or the Alliance Agreements.

6.7 COMPLIANCE CERTIFICATE. The Purchaser shall have delivered to SangStat a certificate, in substantially the form of EXHIBIT 6.7, executed on behalf of the Purchaser by an officer of the Purchaser, dated as of the date of the closing and certifying to the fulfillment of the conditions specified in SECTION 6.1.

## 7. MISCELLANEOUS.

7.1 SURVIVAL OF WARRANTIES. The warranties, representations and covenants of SangStat and Abbott contained in or made pursuant to this Agreement shall survive the execution and delivery of this Agreement and the closings and shall in no way be affected by any investigation of the subject matter thereof made by or on behalf of Abbott or SangStat.

7.2 ASSIGNMENT: SUCCESSORS AND ASSIGNS. No provision of this Agreement may be assigned without the prior written consent of the other party hereto. Except as otherwise provided herein, the terms and conditions of this Agreement shall inure to the benefit of and be binding upon the respective successors and assigns of the parties (including transferees of any of the Initial Shares or Option Shares). Nothing in this Agreement, express or implied, is intended to confer upon any party other than the parties hereto or their respective successors and assigns any rights, remedies, obligations, or liabilities under or by reason of this Agreement, except as expressly provided in this Agreement.

7.3 GOVERNING LAW. This Agreement shall be governed by and construed under the laws of the State of Delaware without regard to conflicts of law principles.

7.4 COUNTERPARTS. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

7.5 TITLES AND SUBTITLES. The titles and subtitles used in this Agreement are used for convenience only and are not to be considered in construing or interpreting this Agreement.

7.6 NOTICES, ETC. All notices and other communications required or permitted hereunder shall be in writing and shall be sent by personal delivery, facsimile, overnight courier or mailed by certified or registered mail, postage prepaid, return receipt requested, to the facsimile number or address as follows:

SangStat: SangStat Medical Corporation  
1505 Adams Drive  
Menlo Park, California 94025  
Telephone: (650) 328-0300  
Facsimile: (650) 853-1601  
Attention: Chief Executive Officer and  
General Counsel

with a copy (which will not constitute notice) to:

Gunderson Dettmer Stough Villeneuve  
Franklin & Hachigian, LLP,  
155 Constitution Drive  
Menlo Park, CA 94025  
Telephone: (650) 321-2400  
Facsimile: (650) 321-2800  
Attention: Jeffrey P. Higgins, Esq.

Abbott: Arthur J. Higgins, D-309 AP30  
Senior Vice President, Pharmaceutical Operations  
Abbott Laboratories  
200 Abbott Park Road  
Abbott Park, Illinois 60064-6184  
Telephone: (847) 938-6863  
Facsimile: (847) 938-5383

with a copy (which will not constitute notice) to:

Brian J. Smith, D-32L AP6D  
Divisional Vice President,  
Domestic Legal Operations  
Abbott Laboratories  
100 Abbott Park Road  
Abbott Park, Illinois 60064-6049  
Telephone: (847) 937-6472  
Facsimile: (847) 938-1206

or to such other facsimile number or address provided to the parties to this Agreement in accordance with this SECTION 7.6. Such notices or other communications shall be deemed delivered upon receipt, in the case of overnight delivery, personal delivery or facsimile transmission (as evidenced by the confirmation thereof), or 2 days after deposit in the mails (as

determined by reference to the postmark).

#### 7.7 FINDER'S FEE.

(a) Each party represents that it neither is nor will be obligated for any finders' fee or commission in connection with this transaction. Abbott agrees to indemnify and hold harmless SangStat from any liability for any commission or compensation in the nature of a finders' fee (and the costs and expenses of defending against such liability or asserted liability) for which such Abbott or any of its officers, partners, employees or representatives is responsible.

(b) SangStat agrees to indemnify and hold harmless Abbott from any liability for any commission or compensation in the nature of a finders' fee (and the costs and expenses of defending against such liability or asserted liability) for which SangStat or any of its officers, employees or representatives is responsible.

7.8 EXPENSES. Irrespective of whether either of the closings is effected, each party shall pay all costs and expenses that it incurs with respect to the negotiation, execution, delivery and performance of this Agreement.

7.9 ALTERNATIVE DISPUTE RESOLUTION. The parties agree to effectuate all reasonable efforts to resolve in an amicable manner any and all disputes between them in connection with this Agreement. The parties agree that any dispute that arises in connection with this Agreement, which cannot be amicably resolved informally shall be finally settled as set forth in the Alternative Dispute Resolution provisions of EXHIBIT E to the Co-Promotion Agreement between Abbott and Sangstat dated as of May 7, 1999.

7.10 AMENDMENTS AND WAIVERS. Any term of this Agreement may be amended and the observance of any term of this Agreement may be waived (either generally or in a particular instance and either retroactively or prospectively) only with the written consent of SangStat and Abbott. Any amendment or waiver effected in accordance with this paragraph shall be binding upon each holder of any securities purchased under this Agreement at the time outstanding (including securities into which such securities are convertible), each future holder of all such securities and SangStat.

7.11 SEVERABILITY. If one or more provisions of this Agreement are held to be unenforceable under applicable law, such provision shall be excluded from this Agreement and the balance of the Agreement shall be interpreted as if such provision were so excluded and shall be enforceable in accordance with its terms.

7.12 ENTIRE AGREEMENT. This Agreement, the Alliance Agreements, and the documents referred to herein and therein constitute the entire agreement among the parties and no party shall be liable or bound to any other party in any manner by any warranties, representations, or covenants except as specifically set forth herein or therein.

7.13 FURTHER ASSURANCES. SangStat and Abbott shall do and perform or cause to be performed all such further acts and things and shall execute and deliver all such other agreements, certificates, instruments or documents as the other party may reasonably request from time to time in order to carry out the intent and purposes of this Agreement and the consummation of the transactions contemplated by the Agreement. Neither SangStat nor Abbott

shall voluntarily undertake any course of action inconsistent with the satisfaction of the requirements applicable to them as set forth in this Agreement, and each shall promptly do all such acts and take all such measures as may be appropriate to enable them to perform as early as practicable their obligations under this Agreement.

7.14 NO THIRD PARTY RIGHTS. Nothing in this Agreement shall create or be deemed to create any rights in any person or entity not a party to his Agreement.

7.15 MUTUAL DRAFTING. This Agreement is the joint product of SangStat and Abbott and each provision of the Agreement has been subject to consultation, negotiation and agreement of SangStat and Abbott and their respective legal counsel and advisers and any rule of construction that a document shall be interpreted or construed against the drafting party shall not apply.

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

SangStat Medical Corporation

By:

Title:

Abbott Laboratories

By:

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Title:

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Exhibit 3

REGISTRATION RIGHTS AGREEMENT

THIS REGISTRATION RIGHTS AGREEMENT (this "Agreement") is made as of the 7th day of May, 1999, by and between SangStat Medical Corporation, a Delaware corporation ("SangStat"), and Abbott Laboratories, an Illinois corporation ("Abbott").

RECITALS

WHEREAS, SangStat and Abbott are parties to the Stock Purchase Agreement, dated the Closing Date (together with all exhibits, schedules, supplements and any amendments thereto, the "Stock Purchase Agreement");

WHEREAS, the execution and delivery of this Agreement is a condition to the Closing of the Stock Purchase Agreement; and

WHEREAS, all terms not otherwise defined herein shall have the same meanings ascribed to them in the Stock Purchase Agreement;

NOW, THEREFORE, THE PARTIES HEREBY AGREE AS FOLLOWS:

1. REGISTRATION RIGHTS. SangStat covenants and agrees as follows:

1.1 DEFINITIONS. For purposes of this Agreement:

(a) The term "Act" means the Securities Act of 1933, as amended.

(b) The term "1934 Act" shall mean the Securities Exchange Act of 1934, as amended.

(c) The term "Holder" means both Abbott and any transferee of Abbott to whom registration rights granted under this Agreement are assigned pursuant to Section 1.6 of this Agreement.

(d) The terms "register," "registered," and "registration" refer to a registration effected by preparing and filing a registration statement or similar document in compliance with the Act, and the declaration or ordering of effectiveness of such registration statement or document.

(e) The term "Registrable Securities" means the Common Stock of SangStat issued to Abbott pursuant to the Stock Purchase Agreement, and any Common Stock of SangStat issued as a dividend or other distribution with respect to such Common Stock.

(f) The term "Rule 144" shall mean Rule 144 promulgated under the Act, as amended, or any similar successor rule thereto that may be promulgated by the SEC.

(g) The term "SEC" shall mean the Securities and Exchange Commission.

1.2 REGISTRATION.

(a) If SangStat shall receive at any time after November 15, 2001, a written request from a Holder that SangStat file a registration statement under the Act covering the registration of all of the Registrable Securities, then SangStat shall use all commercially reasonable efforts to file within 45 days of such written request, at its own expense (excluding any brokers fees or commissions) a registration statement on Form S-3 (or such other registration statement as is then available) and any related qualification or compliance with respect to all of the Registrable Securities so as to permit or facilitate the sale and distribution of all of the Registrable Securities. SangStat agrees to use reasonable commercial efforts to accelerate the effectiveness of the registration statement as soon as practicable after filing but no less than within three (3) business days of any notification by the SEC of its decision not to review the registration statement or its determination that it has completed its review of the registration statement and has no further comments for SangStat.

(b) SangStat agrees it will not include any additional securities of SangStat other than the Registrable Securities and will not permit any other person or entity to include any additional securities in the registration statement to be filed pursuant to this Section 1.

1.3 OBLIGATIONS OF SANGSTAT. Whenever required under this Section 1 to effect the registration of any Registrable Securities, SangStat shall:

(a) Prepare and file with the SEC a registration statement under the Act to register the resale of the Registrable Securities by the Holder and use its best efforts to cause such registration statement to become effective, and, subject to the provisions below, use its best efforts to keep such registration statement effective until the distribution contemplated in the registration statement has been completed or until the provisions of Section 1.8 hereof are applicable. If at any time after a registration statement becomes effective, SangStat advises Abbott in writing that the registration statement shall contain any untrue statement of a material fact or omit to state any material fact required to be stated therein or necessary to make the statements therein not misleading, or any prospectus comprising a part of such registration statement shall contain any untrue statement of a material fact or omit to state any material fact required to be stated therein or necessary to make the statements therein, in light of the circumstances under which they were made, not misleading or the occurrence or existence of any pending corporate development that, in the reasonable discretion of SangStat, makes it appropriate to suspend the availability of the registration statement and the related prospectus, SangStat shall give notice to Abbott that the availability of the registration statement is suspended and Abbott shall suspend any further sale of Registrable Securities pursuant to the registration statement until Abbott has been informed in writing that the registration statement is available. With respect to pending corporate developments, SangStat shall be entitled to exercise its right to suspend the availability of the registration statement for a period exceeding not more than sixty (60) days in any six (6) month period, not to exceed in the aggregate one hundred twenty (120) days in any twelve (12) month period. With respect to material misstatements or omissions, SangStat shall use reasonable commercial efforts to amend the registration statement to correct such misstatements or omissions as soon as reasonably practicable.

(b) Subject to subsection 1.3(a), prepare and file with the SEC such amendments and supplements to such registration statement and the prospectus used in connection with such registration statement as may be necessary to comply with the provisions of the Act with respect to the disposition of all securities covered by such registration statement.

(c) Furnish to the Holder such numbers of copies of a prospectus, including a preliminary prospectus, in conformity with the requirements of the Act, and such other documents as the Holder may reasonably request in order to facilitate the disposition of Registrable Securities owned by the Holder.

(d) Use its best efforts to register and qualify the securities covered by such registration statement under such other securities or Blue Sky laws of such jurisdictions as shall be reasonably requested by the Holder; provided that SangStat shall not be required in connection therewith or as a condition thereto to qualify to do business or to file a general consent to service of process in any such states or jurisdictions, unless SangStat is already subject to service in such jurisdiction and except as may be required by the Act.

(e) Amend its listing application with the Nasdaq Stock Market and any other securities exchange on which similar securities of SangStat are or become listed or quoted to include the Registrable Securities as soon as practicable after the Closing Date.

(f) Notify the Holder, promptly after SangStat shall have received notice thereof, of the date and time the registration statement and each post-effective amendment thereto has become effective or a supplement to any prospectus forming a part of such registration statement has been filed.

1.4 INFORMATION FROM THE HOLDER. It shall be a condition precedent to the obligations of SangStat to take any action pursuant to this Section 1 with respect to the Registrable Securities that the Holder shall furnish to SangStat the information requested on Appendix 1.4 hereto, which shall include such information regarding the Holder, the Registrable Securities held by it, and the intended method of disposition of such securities, and such other information as shall be reasonably requested by SangStat and required to effect the registration of the Registrable Securities.

1.5 EXPENSES OF REGISTRATION. All expenses of the Holder, except underwriting discounts (if any) or commissions, including (without limitation) all registration, filing and qualification fees, printers' and accounting fees, fees and disbursements of counsel for SangStat shall be borne by SangStat; provided, however, that SangStat shall not be required to pay any legal and accounting fees incurred by the Holder.

1.6 ASSIGNMENT OF REGISTRATION RIGHTS. The rights to cause SangStat to register Registrable Securities pursuant to this Agreement may be assigned by Abbott to a transferee of Registrable Securities only if: (a) SangStat is, prior to such transfer, furnished with written notice of the name and address of such transferee and the Registrable Securities with respect to which such registration rights are being assigned and a copy of a duly executed written instrument in form reasonably satisfactory to SangStat by which such transferee assumes all of

the obligations and liabilities of its transferor hereunder and agrees itself to be bound hereby; (b) immediately following such transfer the disposition of such Registrable Securities by the transferee is restricted under the Act; (c) such assignment includes all of the Registrable Securities then held by Abbott; PROVIDED, HOWEVER, that such share limitation shall not apply to transfers by Abbott to its subsidiaries if all such transferees or assignees agree in writing to appoint a single representative as their attorney-in-fact for the purpose of receiving any notices and exercising their rights under this Agreement, and (d) Abbott guarantees the performance of the Holder of its obligations under this Agreement.

1.7 INDEMNIFICATION.

(a) The Holder will indemnify and hold harmless SangStat, as well as each of its directors, each of its officers who has signed the registration statement, affiliates, each person, if any, who controls SangStat within the meaning of the Act, against any losses, claims, damages, or liabilities (joint or several) to which any of the foregoing persons may become subject (under the Act, the 1934 Act or otherwise), insofar as such losses, claims, damages or liabilities (or actions or proceedings in respect thereto) arise out of or are based upon omissions or violations (collectively, a "Violation"): (i) any untrue statement or alleged untrue statement of a material fact contained in such registration statement, including any preliminary prospectus or final prospectus contained therein or any amendments or supplements thereto, (ii) any omission or alleged omission to state therein a material fact required to be stated therein, or necessary to make the statements therein not misleading, or (iii) any violation or alleged violation by SangStat of the Act, the 1934 Act, any rule or regulation promulgated under the Act or the 1934 Act or other federal or state law, in each case to the extent that such Violation is contained in any written information furnished by the Holder for inclusion in such registration; and the Holder will pay, as incurred, any legal or other expenses reasonably incurred by any person intended to be indemnified pursuant to this subsection 1.7(a), in connection with investigating or defending any such loss, claim, damage, liability, or action; provided, however, that the indemnity agreement contained in this subsection 1.7(a) shall not apply to amounts paid in settlement of any such loss, claim, damage, liability, action or proceeding if such settlement is effected without the consent of the Holder, which consent shall not be unreasonably withheld; PROVIDED, THAT, in no event shall any indemnity under this subsection 1.7(a) exceed the net proceeds from the offering received by such Holder.

(b) SangStat will indemnify and hold harmless a Holder, as well as each of such Holders's officers, directors, partners, legal counsel, affiliates and persons controlling Holder, against any losses, claims, damages, or liabilities (joint or several) to which any of the foregoing persons may be subject (under the Act, the 1934 Act or otherwise), insofar as such losses, claims, damages or liabilities (or actions or proceedings in respect thereto) arise out of or are based upon any of the following statements, omissions or violations (collectively, a "Violation"): (i) any untrue statement or alleged untrue statement of a material fact contained in a registration statement, including any preliminary prospectus or final prospectus contained therein or any amendments or supplements thereto, (ii) any omission or alleged omission to state therein a material fact required to be stated therein, or necessary to make the statements therein not misleading, or (iii) any violation or alleged violation by the Holder of the Act, the 1934 Act or

any rule or regulation promulgated under the Act or the 1934 Act or other federal or state law, in each case to the extent that such Violation is based on any untrue statement or omission or alleged untrue statement or omission made in reliance upon and in conformity with any written information furnished by SangStat in an instrument duly executed by the Holder; and SangStat will pay, as incurred, any legal or other expenses reasonably incurred by any person intended to be indemnified pursuant to this subsection 1.7(b) in connection with investigating or defending any such loss, claim, damage, liability or action; provided, however, that the indemnity agreement contained in this subsection 1.7(b) shall not apply to amounts paid in settlement of any such loss, claim, damage, liability, action, or proceeding if settlement is effected without the consent of SangStat, which consent shall not be unreasonably withheld.

(c) Promptly after receipt by an indemnified party under this Section 1.7 of notice of the commencement of any action (including any governmental action), such indemnified party will, if a claim in respect thereof is to be made against any indemnifying party under this Section 1.7, deliver to the indemnifying party a written notice of the commencement thereof and the indemnifying party shall have the right to participate in at the indemnifying party's expense, and, to the extent the indemnifying party so desires, jointly with any other indemnifying party similarly noticed, to assume the defense thereof with counsel mutually satisfactory to the parties at the indemnifying party's expense; provided, however, that an indemnified party (together with all other indemnified parties which may be represented without conflict by one counsel) shall have the right to retain one separate counsel, with the fees and expenses to be paid by the indemnifying party, if representation of such indemnified party by the counsel retained by the indemnifying party would be inappropriate due to actual or potential conflicts of interests between such indemnified party and any other party represented by such counsel in such proceeding. No indemnifying party, in defense of any such claim or litigation, shall, except with the consent of each indemnified party, consent to entry of any judgement or enter into any settlement which does not include as an unconditional term thereof the giving by the claimant or plaintiff to the indemnified party of a release from all liability in respect to such claim or litigation.

(d) If the indemnification provided for in this Section 1.7 is unavailable or insufficient to hold harmless to an indemnified party with respect to any loss, liability, claim, damage, or expense referred to therein, then the indemnifying party, in lieu of indemnifying such indemnified party hereunder, shall contribute to the amount paid or payable by such indemnified party as a result of such loss, liability, claim, damage, or expense in such proportion as is appropriate to reflect the relative fault of the indemnifying party on the one hand and of the indemnified party on the other in connection with the statements or omissions that resulted in such loss, liability, claim, damage, or expense as well as any other relevant equitable considerations. The relative fault of the indemnifying party and of the indemnified party shall be determined by reference to, among other things, whether the untrue or alleged untrue statement of a material fact or the omission to state a material fact relates to information supplied by the indemnifying party or by the indemnified party and the parties' relative intent, knowledge, access to information, and opportunity to correct or prevent such statement or omission. Notwithstanding the provisions of this paragraph (d), Holder shall not be required to contribute any amount in excess of the amount of net proceeds received by such Holder from the sale of

such Holder's Registrable Securities. Moreover, no person or entity guilty of fraudulent misrepresentation within the meaning of Section 11(f) of the Act shall be entitled to contribution from any person or entity who was not guilty of such fraudulent misrepresentation.

(e) The obligations of a Holder under this Section 1.7 shall survive the completion of any offering of Registrable Securities in a registration statement under this Agreement and shall be in addition to any other liability which SangStat and the Holder may have.

(f) Notwithstanding the foregoing, to the extent that the provisions on indemnification and contribution contained in an underwriting agreement (if any) entered into in connection with the underwritten public offering are in conflict with the foregoing provisions, the provisions in the underwriting agreement shall control.

1.8 TERMINATION OF REGISTRATION RIGHTS. The registration rights provided in this Section 1 shall terminate if all shares of Registrable Securities may be sold pursuant to Rule 144 in any three (3) month period. Upon the termination of registration rights pursuant to this Section 1.8, SangStat shall have the right to withdraw the registration statement, or any portion thereof, covering the Registrable Securities.

1.9 LEGENDS. Each certificate representing the Common Stock purchased pursuant to the terms of the Stock Purchase Agreement, shall be stamped or otherwise imprinted with a legend substantially in the following form:

"THIS SECURITY HAS NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933 OR ANY STATE SECURITIES LAWS AND MAY NOT BE TRANSFERRED OR OTHERWISE DISPOSED OF UNLESS IT HAS BEEN REGISTERED UNDER SUCH ACT AND ALL SUCH APPLICABLE LAWS OR AN EXEMPTION FROM REGISTRATION IS AVAILABLE."

A certificate shall not bear such legend if in the opinion of counsel reasonably satisfactory to SangStat the securities being sold thereby may be publicly sold without registration under the Securities Act and any applicable state securities laws.

1.10 REPORTS UNDER SECURITIES EXCHANGE ACT OF 1934. With a view to making available to a Holder the benefits of Rule 144 promulgated under the Act and any other rule or regulation of the SEC that may at any time permit a Holder to sell securities of SangStat to the public without registration or pursuant to a registration on Form S-3, SangStat agrees to:

(a) make and keep public information available, as those terms are understood and defined in SEC Rule 144, at all times;

(b) file with the SEC in a timely manner all reports and other documents required of SangStat under the Act and the 1934 Act; and

(c) furnish to the Holder, so long as the Holder owns any Registrable

Securities, forthwith upon request (i) a written statement by SangStat that it has complied with the reporting requirements of SEC Rule 144, the Act and the 1934 Act, or that it qualifies as a registrant whose securities may be resold pursuant to Form S-3, (ii) a copy of the most recent annual or quarterly report of SangStat and such other reports and documents so filed by SangStat, and (iii) such other information as may be reasonably requested in availing the Holder of any rule or regulation of the SEC that permits the selling of any such securities without registration or pursuant to such form.

## 2. MISCELLANEOUS.

2.1 AMENDMENT. This Agreement may only be amended by a writing signed by the Holder and SangStat.

2.2 ENTIRE AGREEMENT; CONTROLLING DOCUMENT. This Agreement constitutes the entire agreement of the parties with respect to the subject matter hereof and supersedes any and all prior negotiations, correspondence and understandings between the parties with respect to the subject matter hereof, whether oral or in writing.

2.3 COUNTERPARTS. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

2.4 HEADINGS. The section headings used in this Agreement are intended principally for convenience and shall not by themselves determine the rights and obligations of the parties to this Agreement.

2.5 DELAY AND WAIVER. No delay on the part of either party in exercising any right under this Agreement shall operate as a waiver of such right. The waiver by either party of any other term or condition of this Agreement shall not be construed as a waiver of a subsequent breach or failure of the same term or condition or a waiver of any other term or condition contained in this Agreement.

2.6 GOVERNING LAW. This Agreement shall be governed by and construed under the laws of the State of Delaware without regard to conflicts of law principles.

2.7 TITLES AND SUBTITLES. The titles and subtitles used in this Agreement are used for convenience only and are not to be considered in construing or interpreting this Agreement.

2.8 EXPENSES. Each party shall pay all costs and expenses that it incurs with respect to the negotiation, execution, and delivery of this Agreement.

2.9 ALTERNATIVE DISPUTE RESOLUTION. The parties agree to effectuate all reasonable efforts to resolve in an amicable manner any and all disputes between them in connection with this Agreement. The parties agree that any dispute that arises in connection with this Agreement, which cannot be amicably resolved informally shall be finally settled as set forth in the Alternative Dispute Resolution provisions of Exhibit E to the Co-Promotion Agreement between

Abbott and SangStat dated as of May 7, 1999.

2.10 AMENDMENTS AND WAIVERS. Any term of this Agreement may be amended and the observance of any term of this Agreement may be waived (either generally or in a particular instance and either retroactively or prospectively) only with the written consent of SangStat and the Holder.

2.11 SEVERABILITY. If one or more provisions of this Agreement are held to be unenforceable under applicable law, such provision shall be excluded from this Agreement and the balance of the Agreement shall be interpreted as if such provision were so excluded and shall be enforceable in accordance with its terms.

2.12 FURTHER ASSURANCES. SangStat and Abbott shall do and perform or cause to be performed all such further acts and things and shall execute and deliver all such other agreements, certificates, instruments or documents as the other party may reasonably request from time to time in order to carry out the intent and purposes of this Agreement and the consummation of the transactions contemplated by the Agreement. Neither SangStat nor Abbott shall voluntarily undertake any course of action inconsistent with the satisfaction of the requirements applicable to them as set forth in this Agreement, and each shall promptly do all such acts and take all such measures as may be appropriate to enable them to perform as early as practicable their obligations under this Agreement.

2.13 NO THIRD PARTY RIGHTS. Nothing in this Agreement shall create or be deemed to create any rights in any person or entity not a party to his Agreement.

2.14 MUTUAL DRAFTING. This Agreement is the joint product of SangStat and Abbott and each provision of the Agreement has been subject to consultation, negotiation and agreement of SangStat and Abbott and their respective legal counsel and advisers and any rule of construction that a document shall be interpreted or construed against the drafting party shall not apply.

IN WITNESS WHEREOF, the parties have executed this  
Registration Rights Agreement as of the date first above written.

SANGSTAT MEDICAL CORPORATION

By:

Address: 1505 Adams Drive  
Menlo Park, CA 94025

ABBOTT LABORATORIES:

By:  
Name:  
Title:

Address:

APPENDIX 1.4

ABBOTT INFORMATION:

All information furnished below by the undersigned for use in the Registration Statement on Form S-3 is, and on the date such shares registered thereunder, will be true, correct, and complete in all material respects, and does not, and on the date on which the undersigned sells such shares, will not, contain any untrue statement of a material fact or omit to state any material fact necessary to make such information not misleading. By completing and returning this information statement, the undersigned hereby consents to the use of its, address, and share ownership information in the Form S-3 of SangStat Medical Corporation.

A. DATE.

Fill in Date:

\_\_\_\_\_

B. NAME.

Print:

Print and sign name or names exactly as name or names appear on share certificate. If certificate is held in more than one name, all must sign.

\_\_\_\_\_  
\_\_\_\_\_

Sign:

\_\_\_\_\_  
\_\_\_\_\_

C. ADDRESS.

Fill in your address:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

D. STOCK OWNED.

Fill in number of shares of  
Common Stock owned of record  
and beneficially.

Of Record

Beneficially

-----

E. AGGREGATE NUMBER OF SHARES OF COMMON STOCK TO BE SOLD:

\_\_\_\_\_ Shares

F. STATUS.

The undersigned is an individual ( ), partnership ( ), corporation ( ), or  
other, as more fully described below ( ). The undersigned is not acting in a  
fiduciary capacity or as a nominee in selling shares in the public offering,  
except as indicated below.

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Exhibit 4

THESE SECURITIES HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED. THEY MAY NOT BE SOLD, OFFERED FOR SALE, PLEDGED OR HYPOTHECATED IN THE ABSENCE OF AN EFFECTIVE REGISTRATION STATEMENT AS TO THE SECURITIES UNDER SAID ACT OR AN OPINION OF COUNSEL REASONABLY SATISFACTORY TO ABBOTT LABORATORIES, AN ILLINOIS CORPORATION, THAT SUCH REGISTRATION IS NOT REQUIRED.

CALL OPTION AGREEMENT

THIS CALL OPTION AGREEMENT (the "Agreement") is made as of May 7, 1999, between SangStat Medical Corporation, a Delaware corporation, ("SangStat") and Abbott Laboratories, an Illinois corporation ("Abbott").

WHEREAS, SangStat and Abbott have entered a Stock Purchase Agreement even date herewith (the "Stock Purchase Agreement"); and

WHEREAS, subject to the terms and conditions of this Call Option Agreement (the "Agreement") and on the basis of the representations and warranties set forth in this Agreement and in the Stock Purchase Agreement, Abbott has agreed to grant SangStat the right to repurchase from Abbott the Initial Shares and Option Shares purchased by Abbott from SangStat pursuant to the Stock Purchase Agreement.

NOW THEREFORE, THE PARTIES HEREBY AGREE AS FOLLOWS:

1. CERTAIN DEFINITIONS.

1.1 TERMS DEFINED IN THE STOCK PURCHASE AGREEMENT. To the extent a term is not otherwise defined in this Agreement, it shall have the same meaning as the meaning given to it in the Stock Purchase Agreement.

1.2 CALL OPTION. The term "Call Option" shall mean either a Call Option for the Initial Shares or a Call Option for the Option Shares, as the context requires.

1.3 CALL OPTION FOR THE INITIAL SHARES. The term "Call Option for the Initial Shares" shall mean the right of SangStat to purchase SangStat stock from Abbott described in SECTION 2.1 (a) below.

1.4 CALL OPTION FOR THE OPTION SHARES. The term "Call Option for the Option Shares" shall mean the right of SangStat to purchase SangStat stock from Abbott described in Section 2.1(b) below.

2. CALL OPTIONS.

2.1 GRANT OF CALL OPTIONS, EXERCISE PRICE. Subject to the terms and conditions herein set forth, Abbott hereby grants to SangStat:

- (a) the right (the "Call Option for the Initial Shares") to purchase from Abbott any or all of the Initial Shares at an exercise price per share equal to two times the Price per Initial Share paid by Abbott to SangStat pursuant to SECTION 1.1 of the Stock Purchase Agreement); and
- (b) the right (the "Call Option for the Option Shares") to purchase from Abbott any or all of the Option Shares at an exercise price per share equal to two times the Price per Option Share paid by Abbott to SangStat pursuant to SECTION 2.2 of the Stock Purchase Agreement.

2.2 TERM OF THE CALL OPTIONS. SangStat may exercise either or both of the Call Options, in whole or in part, at any time after the date hereof until December 31, 2001.

2.3 MANNER OF EXERCISING CALL OPTION. SangStat may exercise a Call Option only by surrendering a completed and fully-executed Call Option Subscription Form (in the form attached hereto as EXHIBIT A) to Abbott. On the fifth day following proper exercise of the Call Option (the "Closing Date"), SangStat shall pay the exercise price for the Call Option to Abbott. The Call Option shall be deemed to have been exercised immediately prior to the close of business on the Closing Date, and any person(s), entity or entities entitled to receive the shares of Common Stock issuable upon exercise shall be treated for all purposes as the holder of record of such shares as of the close of business on such date. The exercise price for a Call Option shall be paid to Abbott by wire transfer to the bank account of Abbott.

3. CHANGES IN CAPITAL STRUCTURE. If SangStat shall at any time change the number of its issued common shares without receiving new consideration (such as by stock dividends or stock splits), then the number of shares of SangStat common stock covered by each of the Call Options and the exercise price of each of the Call Options shall be adjusted so that the aggregate consideration payable to Abbott and the value of the Call Options, in the aggregate, shall not be changed.

4. CALIFORNIA COMMISSIONER OF CORPORATIONS.

THE SALE OF THE SECURITIES WHICH ARE THE SUBJECT OF THIS AGREEMENT HAS NOT BEEN QUALIFIED WITH THE COMMISSIONER OF CORPORATIONS OF, THE STATE OF CALIFORNIA AND THE ISSUANCE OF SUCH SECURITIES OR THE PAYMENT OR RECEIPT OF ANY PART OF THE CONSIDERATION FOR SUCH SECURITIES PRIOR TO

SUCH QUALIFICATION IS UNLAWFUL, UNLESS THE SALE OF SECURITIES IS EXEMPT FROM ALL QUALIFICATION BY SECTION 25100, 25102 OR 25105 OF THE CALIFORNIA CORPORATIONS CODE. THE RIGHTS OF ALL PARTIES TO THIS AGREEMENT ARE EXPRESSLY CONDITIONED UPON SUCH QUALIFICATION BEING OBTAINED, UNLESS THE SALE IS SO EXEMPT.

5. REPRESENTATIONS, WARRANTIES AND COVENANTS OF ABBOTT.

Abbott represents and warrants as of this date, and covenants for the period beginning on this date and ending the termination of this Agreement, that:

- (a) Abbott has the right to enter into this Agreement and to transfer to SangStat all or any part of the Initial Shares and the Option Shares, free and clear of any lien, claim, encumbrance or restriction of any type or nature whatsoever (other than those created by SangStat or restrictions on resale that may arise under applicable federal and state securities laws); and
- (b) Abbott is not a party to any agreement and will not enter into an agreement, by which Abbott is or would be bound (or to which Abbott is or would become subject) that conflicts or would conflict with this Agreement or the performance of Abbott's obligations under this Agreement.

6. MISCELLANEOUS.

6.1 ENTIRE AGREEMENT, CONTROLLING DOCUMENT. This Agreement constitutes the entire agreement of the parties with respect to the subject matter hereof and supersedes any and all prior negotiations, correspondence and understandings between the parties with respect to the subject matter hereof, whether oral or in writing.

6.2 COUNTERPARTS. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

6.3 DELAY AND WAIVER. No delay on the part of either party in exercising any right under this Agreement shall operate as a waiver of such right. The waiver by either party of any other term or condition of this Agreement shall not be construed as a waiver of a subsequent breach or failure of the same term or condition or a waiver of any other term or condition contained in this Agreement.

6.4 ASSIGNMENT: SUCCESSORS AND ASSIGNS. No provision of this Agreement may be assigned without the prior written consent of the other party hereto. Except as otherwise provided herein, the terms and conditions of this Agreement shall inure to the benefit of and be binding upon the respective successors and assigns of the parties (including transferees of any of the Initial Shares or Option Shares). Nothing in this Agreement, express or implied, is intended to confer upon any party other than the parties hereto or their respective successors and assigns any rights, remedies, obligations, or liabilities under or by reason of this Agreement, except as expressly provided in this Agreement.

6.5 GOVERNING LAW. This Agreement shall be governed by and construed under the laws of the State of Delaware without regard to conflicts of law principles.

6.6 TITLES AND SUBTITLES. The titles and subtitles used in this Agreement are used for convenience only and are not to be considered in construing or interpreting this Agreement.

6.7 EXPENSES. Irrespective of whether either of the Call Options is exercised, each party shall pay all costs and expenses that it incurs with respect to the negotiation, execution, delivery and performance of this Agreement.

6.8 ALTERNATIVE DISPUTE RESOLUTION. The parties agree to effectuate all reasonable efforts to resolve in an amicable manner any and all disputes between them in connection with this Agreement. The parties agree that any dispute that arises in connection with this Agreement, which cannot be amicably resolved informally, shall be finally settled as set forth in the Alternative Dispute Resolution provisions of Exhibit E to the Co-Promotion Agreement between Abbott and SangStat dated as of May 7, 1999.

6.9 AMENDMENTS AND WAIVERS. Any term of this Agreement may be amended and the observance of any term of this Agreement may be waived (either generally or in a particular instance and either retroactively or prospectively) only with the written consent of SangStat and Abbott. Any amendment or waiver effected in accordance with this paragraph shall be binding upon each holder of any securities purchased under this Agreement at the time outstanding (including securities into which such securities are convertible), each future holder of all such securities and SangStat.

6.10 SEVERABILITY. If one or more provisions of this Agreement are held to be unenforceable under applicable law, such provision shall be excluded from this Agreement and the balance of the Agreement shall be interpreted as if such provision were so excluded and shall be enforceable in accordance with its terms.

6.11 FURTHER ASSURANCES. SangStat and Abbott shall do and perform or cause to be performed all such further acts and things and shall execute and deliver all such other agreements, certificates, instruments or documents as the other party may reasonably request from time to time in order to carry out the intent and purposes of this Agreement and the consummation of the transactions contemplated by the Agreement. Neither SangStat nor Abbott shall voluntarily undertake any course of action inconsistent with the satisfaction of the requirements applicable to them as set forth in this Agreement, and each shall promptly do all such acts and take all such measures as may be appropriate to enable them to perform as early as practicable their obligations under this Agreement.

6.12 NO THIRD PARTY RIGHTS. Nothing in this Agreement shall create or be deemed to create any rights in any person or entity not a party to his Agreement.

6.13 MUTUAL DRAFTING. This Agreement is the joint product of SangStat and Abbott and each provision of the Agreement has been subject to consultation, negotiation and agreement of SangStat and Abbott and their respective legal counsel and advisers and any rule of construction that a document shall be interpreted or construed against the drafting party shall not apply.

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

SangStat Medical Corporation

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

Title: \_\_\_\_\_

Abbott Laboratories

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

Title: \_\_\_\_\_

EXHIBIT A

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CALL OPTION SUBSCRIPTION FORM

(To be signed only upon exercise of Call Option)

To:

The undersigned, the holder of the attached Call Option, hereby irrevocably elects to exercise the purchase right represented by that Call Option for, and to purchase under that Call Option, \_\_\_\_\_ shares of Common Stock of \_\_\_\_\_ and herewith makes payment of an aggregate price of \$ \_\_\_\_\_ for those shares and requests that the certificates for the shares be issued in the name of, and delivered to, \_\_\_\_\_ address is \_\_\_\_\_ and that all other actions be taken as are necessary to transfer title to such other property subject to the Call Option.

Dated: \_\_\_\_\_

\_\_\_\_\_

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

Title: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

EXHIBIT B

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ASSIGNMENT SEPARATE FROM CERTIFICATE

FOR VALUE RECEIVED, \_\_\_\_\_ hereby sell, assign and transfer unto \_\_\_\_\_, \_\_\_\_\_ Shares of the Common Stock of SangStat Medical Corporation, a Delaware corporation ("SangStat"), standing in its name on the books of SangStat represented by Certificate No. \_\_\_\_\_ herewith and do hereby irrevocably constitute and appoint EquiServ LLP to transfer said stock on the books of SangStat with full power of substitution in the premises.

Dated: \_\_\_\_\_

Signature

\_\_\_\_\_  
\_\_\_\_\_

This Assignment Separate from Certificate was executed in conjunction with the terms of a Call Option Agreement dated \_\_\_\_\_, 1999, and shall not be used in any manner except as provided in such Agreement.

Exhibit 5

RIGHT OF FIRST REFUSAL AGREEMENT

This RIGHT OF FIRST REFUSAL AGREEMENT is entered into as of the 7th day of May, 1999 by and among SangStat Medical Corporation, a Delaware corporation ("SangStat"), and Abbott Laboratories, an Illinois corporation ("Abbott").

W I T N E S S E T H :

WHEREAS, SangStat and Abbott are parties to the Stock Purchase Agreement of even date herewith (the "Stock Purchase Agreement"), pursuant to which Abbott is purchasing those shares of SangStat's common stock \$0.001 par value (the "Common Stock") that are defined in the Stock Purchase Agreement as being the "Initial Shares" and may purchase those shares of the Common Stock that are defined in the Stock Purchase Agreement as being the "Option Shares" (the Initial Shares and the Option Shares are referred to collectively herein as the "Shares"); and

WHEREAS, SangStat and Abbott wish to provide further inducements to each other to consummate the proposed transaction;

WHEREAS, all terms not otherwise defined herein shall have the same meanings ascribed to them in the Stock Purchase Agreement;

NOW, THEREFORE, in consideration of the premises and the mutual promises set forth in this Agreement;

THE PARTIES AGREE AS FOLLOWS:

1. RIGHT OF REFUSAL.

(A) TRANSFER NOTICE. If at any time after the expiration of the Market Stand-Off set forth in the Stock Purchase Agreement, Abbott proposes to transfer any of the Shares to one or more third parties or in an open market transaction (a "Transfer"), then Abbott shall give SangStat written notice of Abbott's intention to make the Transfer (the "Transfer Notice"), which Transfer Notice shall include (i) a description of the Shares to be transferred ("Offered Shares"), (ii) the identity of the prospective transferee(s) if it is not an open market transaction and (iii) the consideration and the material terms and conditions upon which the proposed Transfer is to be made. The Transfer Notice shall also include a copy of any written proposal, term sheet or letter of intent, or other agreement relating to the proposed Transfer.

(B) SANGSTAT'S OPTION. SangStat shall have an option for a period of thirty (30) days from receipt of the Transfer Notice to elect to purchase the Offered Shares at the same price and subject to the same material terms and conditions as described in the Transfer Notice or if the Transfer Notice proposes an open market transaction, then the purchase price for SangStat shall be the average of the closing prices for SangStat's Common Stock, as quoted on the Nasdaq

National Market, on each of the twenty (20) trading days immediately preceding the date of the Transfer Notice. SangStat may exercise such purchase option and, thereby, purchase all of the Offered Shares if the Transfer Notice proposes a transfer to one or more third parties not in an open market transaction, or purchase all (or a portion of) the Offered Shares if the Transfer Notice proposes an open market transaction by notifying Abbott in writing before expiration of the such thirty (30) day period as to the number of such shares which it wishes to purchase. If SangStat gives Abbott notice that it desires to purchase such shares, then payment for the Offered Shares shall be by check or wire transfer, against delivery of the Offered Shares to be purchased at a place agreed upon between the parties and at the time of the scheduled closing therefor, which shall be no later than forty-five (45) days after SangStat's receipt of the Transfer Notice, unless the Transfer Notice contemplated a later closing with the prospective third party transferee(s) or unless the value of the purchase price has not yet been established pursuant to Section 1.1(c).

(C) VALUATION OF PROPERTY. Should the purchase price specified in the Transfer Notice be payable in property other than cash or evidences of indebtedness, SangStat shall have the right to pay the purchase price in the form of cash equal in amount to the value of such property. If Abbott and SangStat cannot agree on such cash value within ten (10) days after SangStat's receipt of the Transfer Notice, the valuation shall be made by an appraiser of recognized standing selected by Abbott and SangStat or, if they cannot agree on an appraiser within twenty (20) days after SangStat's receipt of the Transfer Notice, each shall select an appraiser of recognized standing and the two appraisers shall designate a third appraiser of recognized standing, whose appraisal shall be determinative of such value. The cost of such appraisal shall be shared equally by Abbott and SangStat. If the time for the closing of SangStat's purchase but for the determination of the value of the purchase price offered by the prospective transferee(s), then such closing shall held on or prior to the fifth business day after such valuation shall have been made pursuant to this subsection.

1.2 NON-EXERCISE OF RIGHTS. To the extent that SangStat has not exercised its right to purchase the Offered Shares within the time period specified in Section 1.1, the rights set forth herein shall terminate.

1.3 LIMITATIONS TO RIGHT OF REFUSAL. Notwithstanding the provisions of Section 1.1 and 1.2 of this Agreement, Abbott may sell or otherwise assign, with or without consideration, Shares to any affiliate or successor in interest of Abbott provided that each such transferee or assignee, prior to the completion of the sale, transfer, or assignment shall have executed documents assuming the obligations of Abbott under this Agreement with respect to the transferred securities.

2. ASSIGNMENTS AND TRANSFERS; NO THIRD PARTY BENEFICIARIES. This Agreement and the rights and obligations of the parties hereunder shall inure to the benefit of, and be binding upon, their respective successors, assigns and legal representatives, but shall not otherwise be for the benefit of any third party.

3. LEGEND. Each existing or replacement certificate for shares now owned by Abbott

shall bear the following legend upon its face:

"THE SALE, PLEDGE, HYPOTHECATION, ASSIGNMENT OR TRANSFER OF THE SECURITIES REPRESENTED BY THIS CERTIFICATE IS SUBJECT TO THE TERMS AND CONDITIONS OF A CERTAIN RIGHT OF FIRST REFUSAL AGREEMENT BY AND BETWEEN THE STOCKHOLDER AND THE CORPORATION. COPIES OF SUCH AGREEMENT MAY BE OBTAINED UPON WRITTEN REQUEST TO THE SECRETARY OF THE CORPORATION."

4. TERM. This Agreement shall terminate upon the earlier of (i) December 31, 2004 and (ii) the closing of SangStat's sale of all or substantially all of its assets or the acquisition of SangStat by another entity by means of merger, consolidation or other transaction or series of related transactions resulting in the exchange of the outstanding shares of SangStat's capital stock such that the stockholders of SangStat prior to such transaction own, directly or indirectly, less than 50% of the voting power of the surviving entity.

5. MISCELLANEOUS.

5.1 ENTIRE AGREEMENT; CONTROLLING DOCUMENT. This Agreement constitutes the entire agreement of the parties with respect to the subject matter hereof and supersedes any and all prior negotiations, correspondence and understandings between the parties with respect to the subject matter hereof, whether oral or in writing.

5.2 COUNTERPARTS. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

5.3 DELAY AND WAIVER. No delay on the part of either party in exercising any right under this Agreement shall operate as a waiver of such right. The waiver by either party of any other term or condition of this Agreement shall not be construed as a waiver of a subsequent breach or failure of the same term or condition or a waiver of any other term or condition contained in this Agreement.

5.4 ASSIGNMENT: SUCCESSORS AND ASSIGNS. No provision of this Agreement may be assigned without the prior written consent of the other party hereto. Except as otherwise provided herein, the terms and conditions of this Agreement shall inure to the benefit of and be binding upon the respective successors and assigns of the parties (including transferees of any of the Initial Shares or Option Shares). Nothing in this Agreement, express or implied, is intended to confer upon any party other than the parties hereto or their respective successors and assigns any rights, remedies, obligations, or liabilities under or by reason of this Agreement, except as expressly provided in this Agreement.

5.5 GOVERNING LAW. This Agreement shall be governed by and construed under the laws of the State of Delaware without regard to conflicts of law principles.

5.6 TITLES AND SUBTITLES. The titles and subtitles used in this Agreement are used for convenience only and are not to be considered in construing or interpreting this Agreement.

5.7 EXPENSES. Irrespective of whether the Right of First Refusal is exercised, each party shall pay all costs and expenses that it incurs with respect to the negotiation, execution, delivery and performance of this Agreement.

5.8 ALTERNATIVE DISPUTE RESOLUTION. The parties agree to effectuate all reasonable efforts to resolve in an amicable manner any and all disputes between them in connection with this Agreement. The parties agree that any dispute that arises in connection with this Agreement, which cannot be amicably resolved informally shall be finally settled as set forth in the Alternative Dispute Resolution provisions of Exhibit E to the Co-Promotion Agreement between Abbott and SangStat dated as of May 7, 1999.

5.9 AMENDMENTS AND WAIVERS. Any term of this Agreement may be amended and the observance of any term of this Agreement may be waived (either generally or in a particular instance and either retroactively or prospectively) only with the written consent of SangStat and Abbott. Any amendment or waiver effected in accordance with this paragraph shall be binding upon each holder of any securities purchased under this Agreement at the time outstanding (including securities into which such securities are convertible), each future holder of all such securities and SangStat.

5.10 SEVERABILITY. If one or more provisions of this Agreement are held to be unenforceable under applicable law, such provision shall be excluded from this Agreement and the balance of the Agreement shall be interpreted as if such provision were so excluded and shall be enforceable in accordance with its terms.

5.11 FURTHER ASSURANCES. SangStat and Abbott shall do and perform or cause to be performed all such further acts and things and shall execute and deliver all such other agreements, certificates, instruments or documents as the other party may reasonably request from time to time in order to carry out the intent and purposes of this Agreement and the consummation of the transactions contemplated by the Agreement. Neither SangStat nor Abbott shall voluntarily undertake any course of action inconsistent with the satisfaction of the requirements applicable to them as set forth in this Agreement, and each shall promptly do all such acts and take all such measures as may be appropriate to enable them to perform as early as practicable their obligations under this Agreement.

5.12 NO THIRD PARTY RIGHTS. Nothing in this Agreement shall create or be deemed to create any rights in any person or entity not a party to his Agreement.

5.13 MUTUAL DRAFTING. This Agreement is the joint product of SangStat and Abbott and each provision of the Agreement has been subject to consultation, negotiation and agreement of SangStat and Abbott and their respective legal counsel and advisers and any rule of construction that a document shall be interpreted or construed against the drafting party shall not apply.

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

SANGSTAT MEDICAL CORPORATION

By: \_\_\_\_\_  
President and Chief Executive Officer

Address: 1505 Adams Drive  
Menlo Park, CA 94025

ABBOTT LABORATORIES

By:  
Name:  
Title:

Address: