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SECURITIES AND EXCHANGE COMMISSION

Washington, D.C. 20549

SCHEDULE TO

(Rule 14d-100)
Tender Offer Statement under Section 14(d)(1)
or Section 13(e)(1) of the Securities Exchange Act of 1934

VYSIS, INC.

(Name of Subject Company (Issuer))

RAINBOW ACQUISITION CORP.

a wholly owned subsidiary of

ABBOTT LABORATORIES

(Names of Filing Persons (Offerors))

COMMON STOCK, PAR VALUE $.001 PER SHARE
(Title of Class of Securities)

928961-10-1
(CUSIP Number of Class of Securities)

Jose M. de Lasa
Senior Vice President, Secretary and General Counsel
Abbott Laboratories
100 Abbott Park Road
Abbott Park, Illinois 60064-6400
(847) 937-6100
(Name, address and telephone number of
person authorized to receive notices
and communications on behalf of filing persons)

With a copy to:
Charles W. Mulaney, Jr., Esq.
Skadden, Arps, Slate, Meagher & Flom (Illinois)
333 West Wacker Drive
Chicago, Illinois 60606
Telephone: (312) 407-0700

CALCULATION OF FILING FEE

Transaction Valuation*	Amount of Filing Fee
$375,598,258.50	$75,119.66

* Estimated for purposes of calculating the filing fee only. The filing fee calculation assumes the purchase of 10,291,789 outstanding shares of common stock of Vysis, Inc. at a purchase price of $30.50 per share. The transaction value also includes the offer price of $30.50 per share multiplied by 2,022,908, the estimated number of options outstanding under Vysis, Inc.'s employee stock option plans which are or will be, as a result of the transaction, exercisable for shares of common stock of Vysis, Inc. The amount of the filing fee calculated in accordance with Rule 0-11 of the Securities Exchange Act of 1934, as amended, equals $^{1}/_{50}$ of 1% of the transaction value.

/ / Check the box if any part of the fee is offset as provided by Rule 0-11(a)(2) and identify the filing with which the offsetting fee was previously paid. Identify the previous filing by registration statement number or the Form or Schedule and the date of its filing.

Amount Previously Paid: _____ Filing Party: _____
Form or Registration No.: _____ Date Filed: _____

/ / Check the box if the filing relates solely to preliminary communications made before the commencement of a tender offer.

Check the appropriate boxes below to designate any transactions to which the statement relates:

/x/
third-party tender offer subject to Rule 14d-1.
/
/ issuer tender offer subject to Rule 13e-4.
/
/ going-private transaction subject to Rule 13e-3.
/
/ amendment to Schedule 13D under Rule 13d-2.

Check the following box if the filing is a final amendment reporting the results of the tender offer. / /

This Tender Offer Statement on Schedule TO relates to the offer by Rainbow Acquisition Corp., a Delaware corporation (the "Purchaser") and a wholly owned subsidiary of Abbott Laboratories, an Illinois corporation ("Abbott"), to purchase all of the outstanding shares of common stock, par value $.001 per share, (the "Shares") of Vysis, Inc., a Delaware corporation (the "Company"), for $30.50 per Share in cash. The terms and conditions of the offer are described in the Offer to Purchase, dated October 31, 2001 (the "Offer to Purchase"), a copy of which is attached hereto as Exhibit (a)(1)(A), and the related Letter of Transmittal and instructions thereto, a copy of which is attached hereto as Exhibit (a)(1)(B) (which, as they may be amended or supplemented from time to time, together constitute the "Offer").

Pursuant to General Instruction F to Schedule TO, the information contained in the Offer to Purchase, including all schedules and annexes thereto, is hereby expressly incorporated herein by reference in response to items 1 through 11 of this Statement and is supplemented by the information specifically provided herein.

Item 1. Summary Term Sheet

The information set forth in the section of the Offer to Purchase entitled "Summary Term Sheet" is incorporated herein by reference.

Item 2. Subject Company Information.

(a)
The subject company and issuer of the securities subject to the offer is Vysis, Inc., a Delaware corporation. Its principal executive office is located at 3100 Woodcreek Drive, Downers Grove, Illinois, 60515-5400 and its telephone number is (630) 271-7000.

(b)
This Statement relates to the offer by the Purchaser to purchase all outstanding Shares for $30.50 per Share, net to the seller in cash, upon the terms and subject to the conditions set forth in the Offer to Purchase and in the related Letter of Transmittal. The information set forth in the introduction to the Offer to Purchase (the "Introduction") is incorporated herein by reference.

(c)
The information concerning the principal market in which the Shares are traded and certain high and low sales prices for the Shares in such principal market is set forth in "Price Range of Shares; Dividends" in the Offer to Purchase and is incorporated herein by reference.

Item 3. Identity and Background of the Filing Person.

(a), (b), (c) The information set forth in the section of the Offer to Purchase entitled "Certain Information Concerning Abbott and the Purchaser" and in Schedule I to the Offer to Purchase is incorporated herein by reference.

Item 4. Terms of the Transaction.

(a)(1)(i)-(viii), (x), (xii) The information set forth in the Introduction and in the sections of the Offer to Purchase entitled "Terms of the Offer," "Acceptance for Payment and Payment for Shares," "Procedures for Accepting the Offer and Tendering Shares," "Withdrawal Rights," "Certain United States Federal Income Tax Consequences," "Certain Effects of the Offer" and "Certain Conditions of the Offer" is incorporated herein by reference.

(a)(1)(ix), (xi) Not Applicable.

(a)(2)(i)-(v) and (vii) The information set forth in the sections of the Offer to Purchase entitled "Certain United States Federal Income Tax Consequences," "Background of the Offer; Past Contacts or Negotiations with the Company," "The Transaction Documents" and "Purpose of the Offer; Plans for the Company" is incorporated herein by reference.

(a)(2)(vi) Not applicable.

Item 5. Past Contacts, Transactions, Negotiations and Agreements.

The information set forth in the sections of the Offer to Purchase entitled "Certain Information Concerning Abbott and the Purchaser," "Background of the Offer; Past Contacts or Negotiations with the Company," "The Transaction Documents" and "Purpose of the Offer; Plans for the Company" is incorporated herein by reference.

Item 6. Purpose of the Tender Offer and Plans or Proposals.

(a), (c)(1), (c)(3-7) The information set forth in the Introduction and in the sections of the Offer to Purchase entitled "Background of the Offer; Past Contacts or Negotiations with the Company," "The Transaction Documents," "Purpose of the Offer; Plans for the Company," "Dividends and Distributions" and "Certain Effects of the Offer" is incorporated herein by reference.

(c)(2) None.

Item 7. Source and Amount of Funds or Other Consideration.

(a), (d) The information set forth in the section of the Offer to Purchase entitled "Source and Amount of Funds" is incorporated herein by reference.

(b) Not applicable.

Item 8. Interest in Securities of the Subject Company.

The information set forth in the Introduction and in the sections of the Offer to Purchase entitled "Certain Information Concerning Abbott and the Purchaser," "Background of the Offer; Past Contacts or Negotiations with the Company," "The Transaction Documents," "Purpose of the Offer; Plans for the Company" and in Schedule I to the Offer to Purchase is incorporated herein by reference.

Item 9. Persons/Assets, Retained, Employed, Compensated or Used.

The information set forth in the Introduction and in the section of the Offer to Purchase entitled "Fees and Expenses" of the Offer to Purchase is incorporated herein by reference.

Item 10. Financial Statements.

Not applicable.

Item 11. Additional Information.

(a)(1) The information set forth in the sections of the Offer to Purchase entitled "Certain Information Concerning Abbott and the Purchaser" and "The Transaction Documents" is incorporated herein by reference.

(a)(2) and (a)(3) The information set forth in the sections of the Offer to Purchase entitled "Terms of the Offer," "The Transaction Documents," "Certain Conditions of the Offer" and "Certain Legal Matters; Regulatory Approvals" is incorporated herein by reference.

(a)(4) The information set forth in the section of the Offer to Purchase entitled "Certain Effects of the Offer" is incorporated herein by reference.

(a)(5) None.

(b) The information set forth in the Offer to Purchase is incorporated herein by reference.

Item 12. Exhibits.

(a)(1)(A)	Offer to Purchase dated October 31, 2001.
(a)(1)(B)	Letter of Transmittal.
(a)(1)(C)	Notice of Guaranteed Delivery.
(a)(1)(D)	Letter to Brokers, Dealers, Commercial Banks, Trust Companies and Other Nominees.
(a)(1)(E)	Letter to Clients for use by Brokers, Dealers, Commercial Banks, Trust Companies and Other Nominees.
(a)(1)(F)	Guidelines for Certification of Taxpayer Identification Number (TIN) on Substitute Form W-9.
(a)(5)(A)	Press Release issued by Abbott on October 24, 2001, incorporated herein by reference to the Schedule TO filed by Abbott on October 24, 2001.
(a)(5)(B)	Summary Advertisement as published in The Wall Street Journal on October 31, 2001.
(a)(5)(C)	Press Release issued by Abbott on October 31, 2001.
(b)	Not applicable.
(d)(1)	Agreement and Plan of Merger, dated as of October 24, 2001, by and among Abbott, the Purchaser and Vysis.
(d)(2)	Stockholder Agreement, dated as of October 24, 2001, by and among Abbott, the Purchaser, Amoco Technology Company, and BP America Inc.
(d)(3)	Confidentiality Agreement, dated April 17, 2001, as amended on August 21, 2001, between Vysis and Abbott.
(d)(4)	Confidentiality Agreement, dated August 21, 2001, between BP Corporation North America Inc. and Abbott.

(g)	Not applicable.
(h)	Not applicable.

Item 13. Information Required by Schedule 13E-3.

Not applicable.

SIGNATURE

After due 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

By: /s/ RICHARD A. GONZALEZ

Name: Richard A. Gonzalez
Title: Executive Vice President, Medical Products

RAINBOW ACQUISITION CORP.

By: /s/ THOMAS D. BROWN

Name: Thomas D. Brown
Title: President

Dated: October 31, 2001

EXHIBIT INDEX

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(g)	Not applicable.
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Offer To Purchase For Cash

All Outstanding Shares of Common Stock
of

VYSIS, INC.

at

$30.50 NET PER SHARE

by

RAINBOW ACQUISITION CORP.

a wholly owned subsidiary of

ABBOTT LABORATORIES

THE OFFER AND WITHDRAWAL RIGHTS WILL EXPIRE AT 12:00 MIDNIGHT, NEW YORK CITY TIME, ON THURSDAY, NOVEMBER 29, 2001 UNLESS THE OFFER IS EXTENDED.

The Offer is being made pursuant to an Agreement and Plan of Merger, dated as of October 24, 2001 (the "Merger Agreement"), by and among Abbott Laboratories ("Abbott"), Rainbow Acquisition Corp. (the "Purchaser") and Vysis, Inc. (the "Company"). The Offer is conditioned upon, among other things, (i) there being validly tendered and not withdrawn prior to the expiration of the Offer a number of shares of common stock, par value $.001 per share, of the Company (the "Shares"), that, together with any other Shares then beneficially owned by Abbott or the Purchaser, represents at least 51% of the then outstanding Shares on a fully diluted basis, and (ii) the waiting period under the Hart-Scott-Rodino Antitrust Improvements Act of 1976, as amended, and the pre-merger notification requirements of Germany having expired or been terminated. The Offer is also subject to other conditions set forth in this Offer to Purchase. See Section 15—"Certain Conditions of the Offer."

In connection with the Merger Agreement, Abbott and the Purchaser have entered into a Stockholder Agreement (the "Stockholder Agreement") with Amoco Technology Company ("ATC"), owner of approximately 64.7% of the outstanding Shares, and BP America Inc. in which, among other things, ATC agreed to tender and not withdraw its Shares in the Offer.

The Board of Directors of the Company (i) determined that the terms of the Offer and the Merger are fair to and in the best interests of the Company and its stockholders, (ii) approved and declared advisable the Merger Agreement and the transactions contemplated thereby and (iii) recommends that the Company's stockholders accept the Offer and tender their Shares pursuant to the Offer.

IMPORTANT

Any stockholder of the Company wishing to tender Shares in the Offer must (i) complete and sign the Letter of Transmittal (or a facsimile thereof) in accordance with the instructions in the Letter of Transmittal and mail or deliver the Letter of Transmittal and all other required documents to the Depositary together with certificates representing the Shares tendered or follow the procedure for book-entry transfer set forth in Section 3—"Procedures for Accepting the Offer and Tendering Shares" or (ii) request such stockholder's broker, dealer, commercial bank, trust company or other nominee to effect the transaction for the stockholder. A stockholder whose Shares are registered in the name of a broker, dealer, commercial bank, trust company or other nominee must contact such person if such stockholder wishes to tender such Shares.

Any stockholder of the Company who wishes to tender Shares and cannot deliver certificates representing such Shares and all other required documents to the Depositary on or prior to the Expiration Date (as defined herein) or who cannot comply with the procedures for book-entry transfer on a timely basis may tender such Shares pursuant to the guaranteed delivery procedure set forth in Section 3—"Procedures for Accepting the Offer and Tendering Shares."

Questions and requests for assistance may be directed to the Information Agent or the Dealer Manager at their respective addresses and telephone numbers set forth on the back cover of this Offer to Purchase. Additional copies of this Offer to Purchase, the Letter of Transmittal, the Notice of Guaranteed Delivery and other related materials may be obtained from the Information Agent or the Dealer Manager. Stockholders may also contact their broker, dealer, commercial bank, trust company or other nominee for copies of these documents.

The Dealer Manager for the Offer is:

Goldman, Sachs & Co.

October 31, 2001

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SUMMARY TERM SHEET

Rainbow Acquisition Corp., a wholly owned subsidiary of Abbott Laboratories, is offering to purchase all of the outstanding shares of common stock of Vysis, Inc. for $30.50 per share in cash. The following are answers to some of the questions you, as a stockholder of Vysis, may have about the offer. We urge you to read the remainder of this Offer to Purchase and the Letter of Transmittal and the other documents to which we have referred you carefully because the information in this summary term sheet is not complete. Additional important information is contained in the remainder of this Offer to Purchase and the Letter of Transmittal.

Who is offering to buy my securities?

We are Rainbow Acquisition Corp, a Delaware corporation formed for the purpose of making this tender offer. We are a wholly owned subsidiary of Abbott Laboratories, an Illinois corporation. See the "Introduction" to this Offer to Purchase and Section 8—"Certain Information Concerning Abbott and the Purchaser."

What are the classes and amounts of securities sought in the offer?

We are seeking to purchase all of the outstanding shares of common stock of Vysis. See the "Introduction" to this Offer to Purchase and Section 1—"Terms of the Offer."

How much are you offering to pay? What is the form of payment? Will I have to pay any fees or commissions?

We are offering to pay $30.50 per share, net to you, in cash. If you are the record owner of your shares and you directly tender your shares to us in the offer, you will not have to pay brokerage fees or similar expenses. If you own your shares through a broker or other nominee, and your broker tenders your shares on your behalf, your broker or nominee may charge you a fee for doing so. You should consult your broker or nominee to determine whether any charges will apply. See the "Introduction" to this Offer to Purchase.

Do you have the financial resources to make payment?

Yes. Abbott, our parent company, will provide us with sufficient funds to purchase all shares successfully tendered in the offer and to provide funding for our merger with Vysis, which is expected to follow the successful completion of the offer in accordance with the terms and conditions of the merger agreement. The offer is not conditioned upon any financing arrangements. Abbott intends to obtain the necessary funds from the issuance of its commercial paper in the ordinary course. See Section 9—"Source and Amount of Funds."

Is your financial condition relevant to my decision to tender my shares in the offer?

No. We do not think our financial condition is relevant to your decision whether to tender shares and accept the offer because:

- the offer is being made for all outstanding shares solely for cash;
- we, through our parent company, Abbott, have sufficient funds available to purchase all shares successfully tendered in the offer;
- the offer is not subject to any financing condition; and
- if we consummate the offer, we will acquire all remaining shares for the same cash price in the merger.

See Section 9—"Source and Amount of Funds."

How long do I have to decide whether to tender my shares in the offer?

You will have at least until 12:00 midnight, New York City time, on Thursday, November 29, 2001, to tender your shares in the offer. Furthermore, if you cannot deliver everything required to make a valid tender by that time, you may still participate in the offer by using the guaranteed delivery procedure that is described later in this Offer to Purchase. See Sections 1—"Terms of the Offer" and 3—"Procedures for Accepting the Offer and Tendering Shares."

Can the offer be extended and under what circumstances?

Yes. We have agreed in the merger agreement that:

- We must extend the offer beyond November 29, 2001 if, at that date or any subsequent expiration date, any of the conditions to our obligation to purchase the shares is not satisfied or, to the extent permitted by the merger agreement, waived, until such time as all conditions are satisfied or waived, but we need not extend the offer to a date beyond December 31, 2001. However, if the waiting periods under either the Hart-Scott-Rodino Antitrust Improvements Act or the pre-merger notification requirements of Germany have not expired or been terminated by December 31, 2001, the offer may be extended, but not beyond, June 30, 2002.

- If all of the conditions to the offer are satisfied or, to the extent permitted by the merger agreement, waived, but the number of shares tendered is less than 90%, we may elect to provide one or more "subsequent offering periods" for the offer. A subsequent offering period, if any, are included, would be an additional period of not less than three and no more than twenty business days beginning after we have purchased shares tendered during the offer, during which time stockholders may tender, but not withdraw, their shares and receive the offer consideration.

- We may generally extend the offer for any period required by any rule, regulation, interpretation or position of the Securities and Exchange Commission or the staff thereof applicable to the offer.

See Section 1—"Terms of the Offer" of this Offer to Purchase for more details on our obligation and ability to extend the offer.

How will I be notified if the offer is extended?

If we extend the offer, we will inform EquiServe Trust Company, N.A., the depositary for the offer, of that extension and will issue a press release announcing the extension not later than 9:00 a.m., New York City time, on the next business day after the day on which the offer was scheduled to expire. See Section 1 —"Terms of the Offer."

What are the most significant conditions to the offer?

- We are not obligated to purchase any shares that are validly tendered unless the number of shares validly tendered and not withdrawn before the expiration date of the offer, together with any other shares we and Abbott own, represents at least 51% of the then outstanding shares on a fully diluted basis. We call this condition the "minimum condition." Amoco Technology Company, a stockholder that owns approximately 64.7% of the outstanding shares of Vysis, has agreed to tender its shares in the offer. ATC owns a sufficient number of shares so that the tender of its shares alone will satisfy the minimum condition. See Section 11—"The Transaction Documents."

- We are not obligated to purchase shares that are validly tendered if, among other things, the applicable waiting period under the Hart-Scott-Rodino Antitrust Improvements Act and the pre-merger notification requirements of Germany have not expired or been terminated.

The offer is also subject to a number of other important conditions. We can waive some of these conditions without Vysis' consent. We cannot, however, waive the minimum condition. See Section 15—"Certain Conditions of the Offer."

How do I tender my shares?

To tender your shares, you must deliver the certificates representing your shares, together with a completed letter of transmittal and any other documents required by the letter of transmittal, to EquiServe Trust Company, N.A., the depositary for the offer, prior to the expiration of the tender offer. If your shares are held in street name (that is, through a broker, dealer or other nominee), they can be tendered by your nominee through The Depository Trust Company. If you are unable to deliver any required document or instrument to the depositary by the expiration of the tender offer, you may still participate in the offer by having a broker, a bank or other fiduciary that is an eligible institution guarantee that the missing items will be received by the depositary within three Nasdaq Stock Market trading days. For the tender to be valid, however, the depositary must receive the missing items within that three trading day period. See Section 3 —"Procedures for Accepting the Offer and Tendering Shares."

Until what time may I withdraw previously tendered shares?

You may withdraw your previously tendered shares at any time until the offer has expired and, if we have not accepted your shares for payment by Saturday, December 29, 2001, you may withdraw them at any time after that date until we accept shares for payment. This right to withdraw will not apply to shares tendered in any subsequent offering period, if one is provided. See Section 4—"Withdrawal Rights."

How do I withdraw previously tendered shares?

To withdraw previously tendered shares, you must deliver a written notice of withdrawal, or a facsimile of one, with the required information to the depositary while you still have the right to withdraw shares. If you tendered shares by giving instructions to a broker or bank, you must instruct the broker or bank to arrange for the withdrawal of your shares. See Section 4—"Withdrawal Rights."

What does the Vysis Board of Directors think of the offer?

We are making the offer pursuant to the merger agreement approved by the board of directors of Vysis. The board of directors of Vysis (1) determined that the terms of the offer and the merger are fair to and in the best interests of Vysis and its stockholders, (2) approved and declared advisable the merger agreement and the transactions described in the agreement and (3) recommends that Vysis' stockholders accept the offer and tender their shares pursuant to the offer. Nine members of the Vysis board of directors voted in favor of the offer and the merger and two members voted against it. A more complete description of the Vysis

board's reasons for approving the offer and the merger, as well as the reasons for the two negative votes, is set forth in Vysis' Solicitation/Recommendation Statement on Schedule 14D-9 that is being mailed with this Offer to Purchase. See the "Introduction" to this Offer to Purchase.

Have any stockholders previously agreed to tender their shares?

Yes. Amoco Technology Company, a stockholder that owns approximately 64.7% of the outstanding shares of Vysis, has agreed to tender its shares in the offer. ATC owns a sufficient number of shares so that the tender of its shares alone will satisfy the minimum condition. See Section 11—"The Transaction Documents."

If a majority of the shares are tendered and accepted for payment, will Vysis continue as a public company?

No. Following the purchase of shares in the offer, we expect to consummate the merger. If the merger takes place, Vysis no longer will be publicly owned. Even if for some reason the merger does not take place, if we purchase all of the tendered shares, there may be so few remaining stockholders and publicly held shares that Vysis common stock will no longer be eligible to be traded through the Nasdaq National Market or other securities exchanges, there may not be an active public trading market for Vysis common stock, and Vysis may no longer be required to make filings with the Securities and Exchange Commission or otherwise comply with the SEC rules relating to publicly held companies. See Section 13—"Certain Effects of the Offer."

Will the tender offer be followed by a merger if all of the Vysis shares are not tendered in the offer?

Yes. If we accept for payment and pay for at least 51% of the shares of Vysis on a fully diluted basis, we will be merged with and into Vysis. If that merger takes place, Abbott will own all of the shares of Vysis and all remaining stockholders of Vysis (other than any subsidiaries of Vysis or Abbott and any of its subsidiaries and stockholders properly exercising dissenters' rights) will receive $30.50 per share in cash (or any higher price per share that is paid in the offer). See the "Introduction" to this Offer to Purchase.

If I decide not to tender, how will the offer affect my shares?

If you decide not to tender your shares in the offer and the merger occurs, you will receive the same amount of cash per share that you would have received had you tendered your shares in the offer, without any interest being paid on such amount, subject to any dissenters' rights properly exercised under Delaware law. Therefore, if the merger takes place and you do not exercise your right to dissent, the only difference to you between tendering your shares and not tendering your shares is that you will be paid earlier if you tender your shares. Amoco Technology Company has already agreed to tender a sufficient number of shares in the offer to satisfy the minimum condition. If you decide not to tender your shares in the offer and we purchase the tendered shares, but the merger does not occur, there may be so few remaining stockholders and publicly traded shares that Vysis common stock will no longer be eligible to be traded through the Nasdaq National Market or other securities exchanges and there may not be an active public trading market for Vysis common stock. Also, as described above, Vysis may no longer be required to make filings with the SEC or otherwise comply with the SEC rules relating to publicly held companies. See the "Introduction" to this Offer to Purchase and Section 13—"Certain Effects of the Offer."

What is the market value of my shares as of a recent date?

On October 23, 2001, the last trading day before we announced the tender offer, the last sale price of Vysis common stock reported on the Nasdaq National Market was $23.00 per share. On October 30, 2001, the last trading day before we commenced the tender offer, the last sale price of Vysis common stock reported on the Nasdaq National Market was $30.28. We encourage you to obtain a recent quotation for shares of Vysis common stock in deciding whether to tender your shares. See Section 6—"Price Range of Shares; Dividends."

Who should I call if I have questions about the tender offer?

You may call Georgeson Shareholder Communications Inc. at (800) 223-2064 (toll free) or Goldman, Sachs & Co. at (800) 323-5678 (toll free). Georgeson Shareholder Communications Inc. is acting as the information agent and Goldman, Sachs & Co. is acting as the dealer manager for our tender offer. See the back cover of this Offer to Purchase.

To the Holders of Shares of
Common Stock of Vysis, Inc.:

INTRODUCTION

Rainbow Acquisition Corp., a Delaware corporation (the "Purchaser"), and a wholly owned subsidiary of Abbott Laboratories, an Illinois corporation ("Abbott"), hereby offers to purchase all outstanding shares of common stock, par value $.001 per share (the "Shares"), of Vysis, Inc., a Delaware corporation (the "Company"), at a price of $30.50 per Share, net to the seller in cash (the "Offer Price"), upon the terms and subject to the conditions set forth in this Offer to Purchase and in the related Letter of Transmittal (which, together with any amendments or supplements hereto or thereto, collectively constitute the "Offer").

The Offer is being made pursuant to an Agreement and Plan of Merger, dated as of October 24, 2001 (the "Merger Agreement"), by and among Abbott, the Purchaser and the Company. The Merger Agreement provides, among other things, that, subject to certain conditions, the Purchaser will be merged with and into the Company (the "Merger") with the Company continuing as the surviving corporation (the "Surviving Corporation"), wholly owned by Abbott. Pursuant to the Merger Agreement, at the effective time of the Merger (the "Effective Time"), each Share outstanding immediately prior to the Effective Time (other than Shares held by the Company as treasury stock, or owned by any subsidiaries of the Company, Abbott, the Purchaser or any of Abbott's other subsidiaries, all of which will be cancelled and retired and shall cease to exist, and other than Shares that are held by stockholders, if any, who properly exercise their dissenters' rights under the Delaware General Corporation Law (the "DGCL")), will be converted into the right to receive $30.50 or any greater per Share price paid in the Offer in cash, without interest (the "Merger Consideration").

Concurrently with the execution of the Merger Agreement, Abbott and the Purchaser entered into a Stockholder Agreement, dated as of October 24, 2001 (the "Stockholder Agreement"), with BP America Inc., a Delaware corporation ("BP"), and Amoco Technology Company, a Delaware corporation ("ATC"). ATC is a

wholly owned subsidiary of BP. ATC has represented that it owns 6,662,682 Shares. As of October 24, 2001, these Shares represented approximately 64.7% of the outstanding Shares. Pursuant to the Stockholder Agreement, ATC has agreed to tender all its Shares pursuant to the Offer. The tender of ATC's Shares into the Offer as required by the Stockholder Agreement alone will satisfy the Minimum Condition (as defined below).

The Merger Agreement and the Stockholder Agreement are more fully described in Section 11—"The Transaction Documents."

Tendering stockholders who are record owners of their Shares and tender directly to the Depositary (as defined below) will not be obligated to pay brokerage fees or commissions or, except as otherwise provided in Instruction 6 of the Letter of Transmittal, stock transfer taxes with respect to the purchase of Shares by the Purchaser pursuant to the Offer. Stockholders who hold their Shares through a broker or bank should consult such institution as to whether it charges any service fees. Abbott or the Purchaser will pay all charges and expenses of Goldman, Sachs & Co., as dealer manager ("Goldman" or the "Dealer Manager"), EquiServe Trust Company, N.A., as depositary (the "Depositary"), and Georgeson Shareholder Communications Inc., as information agent (the "Information Agent"), incurred in connection with the Offer. See Section 17—"Fees and Expenses."

The Board of Directors of the Company (the "Company Board") (i) determined that the terms of the Offer and the Merger are fair to and in the best interests of the Company and its stockholders, (ii) approved and declared advisable the Merger Agreement and the transactions contemplated thereby and (iii) recommends that the Company's stockholders accept the Offer and tender their Shares pursuant to the Offer. Nine members of the Company Board voted in favor of the Offer and the Merger and two members voted against the Offer and the Merger. A more complete description of the Company Board's reasons for approving the Offer and the Merger, as well as the reasons for the two negative votes, is set forth in the Company's Solicitation/

Recommendation Statement on Schedule 14D-9 (the "Schedule 14D-9") that is being mailed to the stockholders of the Company with this Offer to Purchase.

Wachovia Securities (a trade name of First Union Securities, Inc.) ("Wachovia"), the Company's financial advisor, has delivered to the Company Board its written opinion, dated October 23, 2001, to the effect that, as of such date and based on and subject to the matters stated in such opinion, the consideration to be received by holders of Shares pursuant to the Offer and the Merger is fair to such holders (other than ATC) from a financial point of view. The full text of Wachovia's written opinion, which describes the assumptions made, procedures followed, matters considered and limitations on the review undertaken, is included as an annex to the Schedule 14D-9 under the Securities Exchange Act of 1934, as amended (the "Exchange Act"), which is being mailed to stockholders with this Offer to Purchase. Stockholders are urged to read the full text of that opinion carefully and in its entirety.

The Offer is conditioned upon, among other things, (i) there being validly tendered in accordance with the terms of the Offer and not withdrawn prior to the expiration date of the Offer that number of Shares that, together with the Shares then beneficially owned by Abbott or the Purchaser, represents at least 51% of the then outstanding Shares on a fully diluted basis (the "Minimum Condition") and (ii) the expiration or termination of (A) the waiting period under the Hart-Scott-Rodino Antitrust Improvements Act of 1976, as amended, and the regulations thereunder (the "HSR Act"), and (B) the pre-merger notification requirements of Germany. The Offer is also subject to the satisfaction of certain other conditions. See Section 15—"Certain Conditions of the Offer."

For purposes of the Offer, "on a fully diluted basis" means all outstanding securities entitled generally to vote in the election of directors of the Company, after giving effect to the exercise or conversion of all options, warrants, rights and securities exercisable or convertible into such voting securities. The Company has advised Abbott that, on October 24, 2001, 10,291,789 Shares were issued and outstanding and 2,022,908 Shares were subject to stock option grants which are or will be, as a result of the Offer, the Merger and the transactions contemplated thereby, exercisable for Shares. None of Abbott, the Purchaser or any person listed on Schedule I hereto beneficially owns any Shares. ATC, which holds approximately 64.7% of the issued and outstanding Shares, has agreed in the Stockholder Agreement to tender its Shares in the Offer. Even if no Shares are tendered other than those held by ATC, the Minimum Condition would be satisfied by the tender by ATC of its Shares in accordance with the Stockholder Agreement.

The Merger Agreement provides that, if requested by Abbott, promptly after the acceptance for payment of, and full payment for, the Shares to be purchased pursuant to the Offer, Abbott will be entitled to designate such number of directors on the Company Board (and on each committee of the Company Board and on each board of directors of each subsidiary of the Company designated by Abbott) as will give Abbott representation on the Company Board (or such committee or board of directors of a subsidiary of the Company) equal to at least that number of directors, rounded up to the next whole number, which is the product of (i) the total number of directors on the Company Board (or such committee or board of directors of a subsidiary of the Company) giving effect to the directors appointed or elected pursuant to this sentence multiplied by (ii) the percentage that (A) such number of Shares so accepted for payment and paid for by the Purchaser plus the number of Shares otherwise owned by Abbott, the Purchaser or any other subsidiary of Abbott bears to (B) the number of Shares then outstanding. The Company has agreed, in accordance with Section 14(f) of the Exchange Act and Rule 14f-1 promulgated thereunder in connection therewith, to cause Abbott designees to be so appointed or elected; provided, however, that until the Effective Time there shall be at least three members of the Company Board who were directors as of the date of the Merger Agreement and who are not employees of BP or any of its affiliates.

The Merger is subject to the satisfaction or waiver of certain conditions, including, if required, the approval and adoption of the Merger Agreement by the affirmative vote of the holders of a majority of the outstanding Shares. If the Minimum Condition is satisfied, the Purchaser would have sufficient voting power to approve the Merger without the affirmative vote of any other stockholder of the Company. The Company has agreed, if required, to cause a meeting of its stockholders to be held as promptly as

practicable following the Purchaser's acceptance for payment of, and full payment for, the Shares tendered pursuant to the Offer for the purposes of considering and taking action upon the approval and adoption of the Merger Agreement. Abbott and the Purchaser have agreed to vote their Shares in favor of the approval and adoption of the Merger Agreement. Upon the consummation of the transactions contemplated by the Stockholder Agreement, Abbott and the Purchaser, by virtue of the acquisition of approximately 64.7% of the outstanding Shares, will own a number of shares sufficient, even if no other Shares are tendered in the Offer, to cause the Merger to occur without the affirmative vote of any other holder of Shares. See Section 11—"The Transaction Documents."

This Offer to Purchase and the related Letter of Transmittal contain important information that should be read carefully before any decision is made with respect to the Offer.

THE TENDER OFFER

1. Terms of the Offer.

Upon the terms and subject to the conditions of the Offer (including, if the Offer is extended or amended, the terms and conditions of such extension or amendment), the Purchaser will accept for payment and pay for all Shares validly tendered prior to the Expiration Date and not properly withdrawn as permitted under Section 4—"Withdrawal Rights." The term "Expiration Date" means 12:00 midnight, New York City time, on Thursday, November 29, 2001, unless the Purchaser, in accordance with the Merger Agreement, extends the period during which the Offer is open, in which event the term "Expiration Date" means the latest time and date on which the Offer, as so extended (other than any extension with respect to the Subsequent Offering Period described below), expires.

The Offer is conditioned upon the satisfaction of the Minimum Condition and the other conditions set forth in Section 15—"Certain Conditions of the Offer." Subject to the provisions of the Merger Agreement, the Purchaser may waive any or all of the conditions to its obligation to accept for payment and pay for Shares pursuant to the Offer (other than the Minimum Condition).

The Purchaser has agreed that, without the prior written consent of the Company, it will not make any change to the Offer that (i) reduces the number of Shares subject to the Offer, (ii) reduces the Offer Price, (iii) adds to the conditions set forth in Section 15—"Certain Conditions of the Offer," (iv) modifies the conditions set forth in Section 15—"Certain Conditions of the Offer" in a manner adverse to the holders of Shares, (v) except as otherwise provided in the Merger Agreement, extends the Offer, (vi) changes the form of consideration payable in the Offer or (vii) makes any other changes or modifications in any of the terms of the Offer in any manner that is adverse to the holders of Shares.

The Merger Agreement provides that the Purchaser must extend the Offer beyond the initial Expiration Date or any subsequent Expiration Date, if any of the conditions to the Purchaser's obligation to purchase the Shares is not satisfied or, to the extent permitted by the Merger Agreement, waived until such time as all conditions are satisfied or waived, but not beyond December 31, 2001 (the "Outside Date") unless (i) on or prior to December 31, 2001, the waiting periods under either the HSR Act or the pre-merger notification requirements of Germany have not expired or been terminated (in either of which case the Offer may be extended beyond December 31, 2001 and the Outside Date will be extended to June 30, 2002), or (ii) there shall have occurred (A) a declaration of a banking moratorium or any suspension of payments in respect of banks in the United States (whether or not mandatory) or (B) any limitation (whether or not mandatory) by any United States governmental authority on the extension of credit by banks or other financial institutions, in either case which would materially impair Abbott's and the Purchaser's ability to fund the Offer, the Merger and the other transactions contemplated by the Merger Agreement (including, without limitation, the transactions contemplated by the Stockholder Agreement) (collectively with the Offer and the Merger, the "Transactions") (in either of which case the Outside Date will be extended until such time as Abbott and the Purchaser are no longer materially impaired in such manner, but in no event beyond June 30, 2002). In addition, the Purchaser may, without the consent of the Company, extend the Offer for any period required by any rule, regulation, interpretation or position of the Securities and Exchange Commission (the "SEC") or its staff applicable to the Offer.

The Merger Agreement also provides that if all conditions to the Offer are satisfied or waived, but fewer than 90% of the Shares on a fully diluted basis have been tendered and not withdrawn, the Purchaser may, without the consent of the Company, provide one or more subsequent offering periods in accordance with Rule 14d-11 of the Exchange Act (a "Subsequent Offering Period"). A Subsequent Offering Period is an additional period of time from three (3) to twenty (20) business days in length, beginning after the Purchaser purchases Shares tendered in the Offer, during which time stockholders may tender, but not withdraw, their Shares and receive the Offer Price. Rule 14d-11 provides that the Purchaser may include a Subsequent Offering Period so long as, among other things, (i) the Offer remained open for a minimum of twenty (20) business days and has expired, (ii) all conditions to the Offer are deemed satisfied or waived by the Purchaser on or before the Expiration Date, (iii) the Purchaser accepts and promptly pays for all Shares tendered during the Offer prior to the Expiration

Date, (iv) the Purchaser announces the results of the Offer, including the approximate number and percentage of Shares tendered and accepted in the Offer, no later than 9:00 a.m., New York City time, on the next business day after the Expiration Date and immediately begins the Subsequent Offering Period, and (v) the Purchaser immediately accepts and promptly pays for Shares as they are tendered during the Subsequent Offering Period. In the event that the Purchaser elects to provide a Subsequent Offering Period, it will provide an announcement to that effect by issuing a press release to a national news service on the next business day after the previously scheduled Expiration Date.

Subject to the applicable rules and regulations of the SEC and the provisions of the Merger Agreement, the Purchaser expressly reserves the right, at any time or from time to time, (i) to terminate the Offer if any of the conditions set forth in Section 15—"Certain Conditions of the Offer" have not been satisfied or (ii) to waive any condition to the Offer (other than the Minimum Condition) or otherwise amend the Offer in any respect, in each case by giving oral or written notice of such extension, termination, waiver or amendment to the Depositary and by making a public announcement thereof.

The rights reserved by the Purchaser by the preceding paragraph are in addition to the Purchaser's rights pursuant to Section 15—"Certain Conditions of the Offer." Any extension, delay, termination, waiver or amendment will be followed as promptly as practicable by public announcement. Such announcement, in the case of an extension, will be made no later than 9:00 a.m., New York City time, on the next business day after the previously scheduled Expiration Date, in accordance with the public announcement requirements of Rule 14e-1(d) under the Exchange Act. Subject to applicable law (including Rules 14d-4(d) and 14d-6(c) under the Exchange Act, which require that material changes be promptly disseminated to stockholders in a manner reasonably designed to inform them of such changes), and without limiting the manner in which the Purchaser may choose to make any public announcement, the Purchaser shall have no obligation to publish, advertise or otherwise communicate any such public announcement other than by issuing a press release to a national news service.

If the Purchaser extends the Offer, is delayed in its acceptance for payment of Shares or is unable to accept Shares for payment pursuant to the Offer for any reason, then, without prejudice to the Purchaser's rights under the Offer, the Depositary may, nevertheless, on behalf of the Purchaser, retain tendered Shares, and such Shares may not be withdrawn except to the extent that tendering stockholders are entitled to withdrawal rights as described herein under Section 4 —"Withdrawal Rights." However, the ability of the Purchaser to delay the payment for Shares that the Purchaser has accepted for payment is limited by Rule 14e-1(c) under the Exchange Act, which requires that a bidder pay the consideration offered or return the securities deposited by or on behalf of stockholders promptly after the termination or withdrawal of such bidder's offer.

If the Purchaser makes a material change in the terms of the Offer or the information concerning the Offer, or if it waives a material condition of the Offer, the Purchaser will disseminate additional tender offer materials and extend the Offer to the extent required by Rules 14d-4(d), 14d-6(c) and 14e-1 under the Exchange Act. The minimum period during which an offer must remain open following a material change in the terms of the offer, other than a change in price, percentage of securities sought or inclusion of or changes to a dealer's soliciting fee, will depend upon the facts and circumstances, including the materiality, of the change. In

the SEC's view, an offer should remain open for a minimum of five (5) business days from the date the material change is first published, sent or given to stockholders and, if a material change is made with respect to information that approaches the significance of price and share levels, a minimum of ten (10) business days may be required to allow for adequate dissemination and investor response. Accordingly, if, prior to the Expiration Date, the Purchaser decreases the number of Shares being sought or increases the consideration offered pursuant to the Offer, and if the Offer is scheduled to expire at any time earlier than the tenth (10th) business day from the date that notice of such increase or decrease is first published, sent or given to stockholders, the Offer will be extended at least until the expiration of such tenth (10th) business day. As used in this Offer to Purchase, "business day" has the meaning set forth in Rule 14d-1 under the Exchange Act.

The Company has provided the Purchaser with the Company's stockholder list and security position listings for the purpose of disseminating the Offer to holders of Shares. This Offer to Purchase

and the related Letter of Transmittal will be mailed to record holders of Shares whose names appear on the Company's stockholder list and will be furnished, for subsequent transmittal to beneficial owners of Shares, to brokers, dealers, commercial banks, trust companies and similar persons whose names, or the names of whose nominees, appear on the stockholder list or, if applicable, who are listed as participants in a clearing agency's security position listing.

2. Acceptance for Payment and Payment for Shares.

Upon the terms and subject to the conditions of the Offer (including, if the Offer is extended or amended, the terms and conditions of any such extension or amendment) and the satisfaction or waiver of all the conditions to the Offer set forth in Section 15—"Certain Conditions of the Offer," the Purchaser will accept for payment and will pay for all Shares validly tendered prior to the Expiration Date and not properly withdrawn promptly after the Expiration Date. Subject to the terms of the Merger Agreement and compliance with Rule 14e-1(c) under the Exchange Act, the Purchaser expressly reserves the right to delay payment for Shares in order to comply in whole or in part with any applicable law, including, without limitation, the HSR Act and any applicable pre-merger notification laws or regulations of foreign jurisdictions. See Section 16—"Certain Legal Matters; Regulatory Approvals." If Purchaser decides to include a Subsequent Offering Period, Purchaser will accept for payment, and promptly pay for all validly tendered Shares as they are received during the Subsequent Offering Period. See Section 1—"Terms of the Offer."

In all cases (including during any Subsequent Offering Period), payment for Shares accepted for payment pursuant to the Offer will be made only after timely receipt by the Depositary of (i) the certificates evidencing such Shares (the "Share Certificates") or confirmation of a book-entry transfer of such Shares (a "Book-Entry Confirmation") into the Depositary's account at The Depository Trust Company (the "Book-Entry Transfer Facility") pursuant to the procedures set forth in Section 3—"Procedures for Accepting the Offer and Tendering Shares," (ii) the Letter of Transmittal (or a manually signed facsimile thereof), properly completed and duly executed, with any required signature guarantees or, in the case of a book-entry transfer, an Agent's Message (as defined below) in lieu of the Letter of Transmittal and (iii) any other documents required by the Letter of Transmittal. Accordingly, tendering stockholders may be paid at different times depending upon when Share Certificates or Book-Entry Confirmations with respect to Shares are actually received by the Depositary.

The term "Agent's Message" means a message, transmitted by the Book-Entry Transfer Facility to and received by the Depositary and forming a part of a Book-Entry Confirmation, that states that the Book-Entry Transfer Facility has received an express acknowledgment from the participant in the Book-Entry Transfer Facility tendering the Shares that are the subject of such Book-Entry Confirmation, that such participant has received and agrees to be bound by the terms of the Letter of Transmittal and that the Purchaser may enforce such agreement against such participant.

For purposes of the Offer (including during any Subsequent Offering Period), the Purchaser will be deemed to have accepted for payment, and thereby purchased, Shares validly tendered and not properly withdrawn as, if and when the Purchaser gives oral or written notice to the Depositary of the Purchaser's acceptance for payment of such Shares pursuant to the Offer. Upon the terms and subject to the conditions of the Offer, payment for Shares accepted for payment pursuant to the Offer will be made by deposit of the Offer Price for such Shares with the Depositary, which will act as agent for tendering stockholders for the purpose of receiving payments from the Purchaser and transmitting such payments to tendering stockholders whose Shares have been accepted for payment. If the Purchaser extends the Offer, is delayed in its acceptance for payment of Shares or is unable to accept Shares for payment pursuant to the Offer for any reason, then, without prejudice to the Purchaser's rights under the Offer, the Depositary may, nevertheless, on behalf of the Purchaser, retain tendered Shares, and such Shares may not be withdrawn except to the extent that tendering stockholders are entitled to withdrawal rights as described herein under Section 4—"Withdrawal Rights" and as otherwise required by Rule 14e-1(c) under the Exchange Act.

If any tendered Shares are not accepted for payment for any reason pursuant to the terms and conditions of the Offer, or if Share Certificates are submitted evidencing more Shares than are tendered,

Share Certificates evidencing unpurchased Shares will be returned, without expense to the tendering stockholder (or, in the case of Shares tendered by book-entry transfer into the Depositary's account at the Book-Entry Transfer Facility pursuant to the procedure set forth in Section 3—"Procedures for Accepting the Offer and Tendering Shares," such Shares will be credited to an account maintained at the Book-Entry Transfer Facility), as promptly as practicable following the expiration or termination of the Offer.

3. Procedures for Accepting the Offer and Tendering Shares.

Valid Tenders. In order for a stockholder validly to tender Shares pursuant to the Offer, either (i) the Letter of Transmittal (or a manually signed facsimile thereof), properly completed and duly executed, together with any required signature guarantees (or, in the case of a book-entry transfer, an Agent's Message in lieu of the Letter of Transmittal) and any other documents required by the Letter of Transmittal must be received by the Depositary at one of its addresses set forth on the back cover of this Offer to Purchase and either (A) the Share Certificates evidencing tendered Shares must be received by the Depositary at such address or (B) such Shares must be tendered pursuant to the procedure for book-entry transfer described below and a Book-Entry Confirmation must be received by the Depositary, in each case prior to the Expiration Date (except with respect to any Subsequent Offering Period, if one is provided), or (ii) the tendering stockholder must comply with the guaranteed delivery procedures described below.

Book-Entry Transfer. The Depositary will establish an account with respect to the Shares at the Book-Entry Transfer Facility for purposes of the Offer within two (2) business days after the date of this Offer to Purchase. Any financial institution that is a participant in the system of the Book-Entry Transfer Facility may make a book-entry delivery of Shares by causing the Book-Entry Transfer Facility to transfer such Shares into the Depositary's account at the Book-Entry

Transfer Facility in accordance with the Book-Entry Transfer Facility's procedures for such transfer. However, although delivery of Shares may be effected through book-entry transfer at the Book-Entry Transfer Facility, either the Letter of Transmittal (or a manually signed facsimile thereof), properly completed and duly executed, together with any required signature guarantees, or an Agent's Message in lieu of the Letter of Transmittal, and any other required documents, must, in any case, be received by the Depositary at one of its addresses set forth on the back cover of this Offer to Purchase prior to the Expiration Date (except with respect to any Subsequent Offering Period, if one is provided), or the tendering stockholder must comply with the guaranteed delivery procedure described below. **Delivery of documents to the Book-Entry Transfer Facility does not constitute delivery to the Depositary.**

For Shares to be validly tendered during any Subsequent Offering Period, the tendering stockholder must comply with the foregoing procedures, except that required documents and certificates must be received during the Subsequent Offering Period.

Signature Guarantees. No signature guarantee is required on the Letter of Transmittal (i) if the Letter of Transmittal is signed by the registered holder(s) (which term, for purposes of this Section 3, includes any participant in the Book-Entry Transfer Facility's systems whose name appears on a security position listing as the owner of the Shares) of the Shares tendered therewith, unless such holder has completed either the box entitled "Special Delivery Instructions" or the box entitled "Special Payment Instructions" on the Letter of Transmittal or (ii) if the Shares are tendered for the account of a financial institution (including most commercial banks, savings and loan associations and brokerage houses) that is a participant in the Security Transfer Agents Medallion Program or any other "eligible guarantor institution," as such term is defined in Rule 17Ad-15 of the Exchange Act (each an "Eligible Institution" and collectively "Eligible Institutions"). In all other cases, all signatures on a Letter of Transmittal must be guaranteed by an Eligible Institution. See Instruction 1 of the Letter of Transmittal. If a Share Certificate is registered in the name of a person or persons other than the signer of the Letter of Transmittal, or if payment is to be made or delivered to, or a Share Certificate not accepted for payment or not tendered is to be issued in, the name(s) of a person other than the registered holder(s), then the Share Certificate must be endorsed or accompanied by appropriate duly executed stock powers, in either case signed exactly as the name(s) of the registered holder(s) appear on the Share Certificate, with the signature(s)

on such Share Certificate or stock powers guaranteed by an Eligible Institution as provided in the Letter of Transmittal. See Instructions 1 and 5 of the Letter of Transmittal.

Guaranteed Delivery. If a stockholder desires to tender Shares pursuant to the Offer and the Share Certificates evidencing such stockholder's Shares are not immediately available or such stockholder cannot deliver the Share Certificates and all other required documents to the Depositary prior to the Expiration Date, or such stockholder cannot complete the procedure for delivery by book-entry transfer on a timely basis, such Shares may nevertheless be tendered; provided that all of the following conditions are satisfied:

(i) such tender is made by or through an Eligible Institution;

(ii) a properly completed and duly executed Notice of Guaranteed Delivery, substantially in the form made available by the Purchaser, is received prior to the Expiration Date by the Depositary as provided below; and

(iii) the Share Certificates (or a Book-Entry Confirmation) evidencing all tendered Shares, in proper form for transfer, in each case together with the Letter of Transmittal (or a manually signed facsimile thereof), properly completed and duly executed, with any required signature guarantees (or, in the case of a book-entry transfer, an Agent's Message), and any other documents required by the Letter of Transmittal are received by the Depositary within three (3) trading days after the date of execution of such Notice of Guaranteed Delivery.

The Notice of Guaranteed Delivery may be delivered by hand or transmitted by manually signed facsimile transmission or mailed to the Depositary and must include a guarantee by an Eligible Institution in the form set forth in the form of Notice of Guaranteed Delivery made available by the Purchaser.

Notwithstanding any other provision of this Offer, payment for Shares accepted pursuant to the Offer will in all cases only be made after timely receipt by the Depositary of (i) certificates evidencing such Shares or a Book-Entry Confirmation of a book-entry transfer of such Shares into the Depositary's account at the Book-Entry Transfer Facility pursuant to the procedures set forth in this Section 3, (ii) the Letter of Transmittal (or a manually signed facsimile thereof), properly completed and duly executed, with any required signature guarantees or, in the case of a book-entry transfer, an Agent's Message in lieu of the Letter of Transmittal and (iii) any other documents required by the Letter of Transmittal. Accordingly, tendering stockholders may be paid at different times depending upon when Share Certificates or Book-Entry Confirmations with respect to Shares are actually received by the Depositary.

The method of delivery of Share Certificates, the Letter of Transmittal and all other required documents, including delivery through the Book-Entry Transfer Facility, is at the option and risk of the tendering stockholder, and the delivery will be deemed made only when actually received by the Depositary (including, in the case of a book-entry transfer, receipt of a Book-Entry Confirmation). If delivery is by mail, registered mail with return receipt requested, properly insured, is recommended. In all cases, sufficient time should be allowed to ensure timely delivery.

The tender of Shares pursuant to any one of the procedures described above will constitute the tendering stockholder's acceptance of the Offer, as well as the tendering stockholder's representation and warranty that such stockholder has the full power and authority to tender and assign the Shares tendered, as specified in the Letter of Transmittal. The Purchaser's acceptance for payment of Shares tendered pursuant to the Offer will constitute a binding agreement between the tendering stockholder and the Purchaser upon the terms and subject to the conditions of the Offer.

Determination of Validity. All questions as to the validity, form, eligibility (including time of receipt) and acceptance for payment of any tender of Shares will be determined by the Purchaser, in its sole discretion, which determination shall be final and binding on all parties. The Purchaser reserves the absolute right to reject any and all tenders determined by it not to be in proper form or the acceptance for payment of which may, in the opinion of its counsel, be unlawful. The Purchaser also reserves the absolute right to waive any defect or irregularity in the tender of any Shares of any particular stockholder, whether or not similar defects or irregularities are waived in the case of other stockholders. No tender of Shares will be deemed to have been validly made until all defects and irregularities have been cured or waived to the satisfaction of the Purchaser. None of the Purchaser, the Dealer Manager, the Depositary,

the Information Agent or any other person will be under any duty to give notification of any defects or irregularities in tenders or incur any liability for failure to give any such notification. The Purchaser's interpretation of the terms and conditions of the Offer (including the Letter of Transmittal and the instructions thereto)

will be final and binding.

Appointment. By executing the Letter of Transmittal as set forth above, the tendering stockholder will irrevocably appoint designees of the Purchaser as such stockholder's attorneys-in-fact and proxies in the manner set forth in the Letter of Transmittal, each with full power of substitution, to the full extent of such stockholder's rights with respect to the Shares tendered by such stockholder and accepted for payment by the Purchaser and with respect to any and all other Shares or other securities or rights issued or issuable in respect of such Shares. All such powers of attorney and proxies will be considered irrevocable and coupled with an interest in the tendered Shares. Such appointment will be effective when, and only to the extent that, the Purchaser accepts for payment Shares tendered by such stockholder as provided herein. Upon such appointment, all prior powers of attorney, proxies and consents given by such stockholder with respect to such Shares or other securities or rights will, without further action, be revoked and no subsequent powers of attorney, proxies, consents or revocations may be given by such stockholder (and, if given, will not be deemed effective). The designees of the Purchaser will thereby be empowered to exercise all voting and other rights with respect to such Shares and other securities or rights, including, without limitation, in respect of any annual, special or adjourned meeting of the Company's stockholders, actions by written consent in lieu of any such meeting or otherwise, as they in their sole discretion deem proper. The Purchaser reserves the right to require that, in order for Shares to be deemed validly tendered, immediately upon the Purchaser's acceptance for payment of such Shares, the Purchaser must be able to exercise full voting, consent and other rights with respect to such Shares and other related securities or rights, including voting at any meeting of stockholders.

Backup Withholding. Under the "backup withholding" provisions of United States federal income tax law, the Depositary may be required to withhold and pay over to the Internal Revenue Service a portion of the amount of any payments pursuant to the Offer. In order to prevent backup federal income tax withholding with respect to payments to certain stockholders of the Offer Price for Shares purchased pursuant to the Offer, each such stockholder must provide the Depositary with such stockholder's correct taxpayer identification number ("TIN") and certify that such stockholder is not subject to backup withholding by completing the Substitute Form W-9 in the Letter of Transmittal. Certain stockholders (including, among others, all corporations and certain foreign individuals and entities) may not be subject to backup withholding. If a stockholder does not provide its correct TIN or fails to provide the certifications described above, the Internal Revenue Service may impose a penalty on the stockholder and payment to the stockholder pursuant to the Offer may be subject to backup withholding. All stockholders surrendering Shares pursuant to the Offer who are U.S. persons (as defined for U.S. federal income tax purposes) should complete and sign the Substitute Form W-9 included in the Letter of Transmittal to provide the information necessary to avoid backup withholding. Foreign stockholders should complete and sign the appropriate Form W-8 (a copy of which may be obtained from the Depositary) in order to avoid backup withholding. Such stockholders should consult a tax advisor to determine which Form W-8 is appropriate. See Instruction 8 of the Letter of Transmittal.

4. Withdrawal Rights.

Except as otherwise provided in this Section 4, tenders of Shares made pursuant to the Offer are irrevocable. Shares tendered pursuant to the Offer may be withdrawn at any time prior to the Expiration Date and, unless theretofore accepted for payment by the Purchaser pursuant to the Offer, may also be withdrawn at any time after Saturday, December 29, 2001.

For a withdrawal to be effective, a written, telegraphic or facsimile transmission notice of withdrawal must be timely received by the Depositary at one of its addresses set forth on the back cover page of this Offer to Purchase. Any such notice of withdrawal must specify the name of the person who tendered the Shares to be withdrawn, the number of Shares to be withdrawn and the name of the registered holder of such Shares, if different from that of the person who tendered such Shares. If Share Certificates

evidencing Shares to be withdrawn have been delivered or otherwise identified to the Depositary, then, prior to the physical release of such Share Certificates, the serial numbers shown on such Share Certificates must be submitted to the Depositary and the signature(s) on the notice of withdrawal must be guaranteed by an Eligible Institution, unless such Shares have been tendered for the account of an Eligible Institution. If Shares have been tendered pursuant to the procedure for book-entry transfer as set forth in Section 3—"Procedures for Accepting the Offer and Tendering Shares," any notice of withdrawal must also specify the name and number of the account at the Book-Entry Transfer Facility to be credited with the withdrawn Shares.

If the Purchaser extends the Offer, is delayed in its acceptance for payment of Shares or is unable to accept Shares for payment pursuant to the Offer for any reason, then, without prejudice to the Purchaser's rights under the Offer, the Depositary may, nevertheless, on behalf of the Purchaser, retain tendered Shares, and such Shares may not be withdrawn except to the extent that tendering stockholders are entitled to withdrawal rights as described herein.

Withdrawals of Shares may not be rescinded. Any Shares properly withdrawn will thereafter be deemed not to have been validly tendered for purposes of the Offer. However, withdrawn Shares may be re-tendered by again following one of the procedures described in Section 3—"Procedures for Accepting the Offer and Tendering Shares" at any time prior to the Expiration Date or during the Subsequent Offering Period, if any.

No withdrawal rights will apply to Shares tendered into a Subsequent Offering Period and no withdrawal rights apply during the Subsequent Offering Period with respect to Shares tendered in the Offer and accepted for payment. See Section 1—"Terms of the Offer."

All questions as to the form and validity (including time of receipt) of any notice of withdrawal will be determined by the Purchaser, in its sole discretion, whose determination will be final and binding. None of the Purchaser, the Dealer Manager, the Depositary, the Information Agent or any other person will be under any duty to give notification of any defects or irregularities in any notice of withdrawal or incur any liability for failure to give any such notification.

5. Certain United States Federal Income Tax Consequences.

The following is a summary of certain United States federal income tax consequences of the Offer and the Merger to stockholders of the Company whose Shares are tendered and accepted for payment pursuant to the Offer or whose Shares are converted into the right to receive cash in the Merger. The discussion is for general information only and does not purport to consider all aspects of United States federal income taxation that might be relevant to stockholders of the Company. The discussion is based on current provisions of the Internal Revenue Code of 1986, as amended (the "Code"), existing, proposed and temporary regulations thereunder and administrative and judicial interpretations thereof, all of which are subject to change, possibly with a retroactive effect. The discussion applies only to stockholders of the Company in whose hands Shares are capital assets within the meaning of Section 1221 of the Code. This discussion does not apply to Shares received pursuant to the exercise of employee stock options or otherwise as compensation, or to certain types of stockholders (such as insurance companies, tax-exempt organizations, financial institutions and broker-dealers) who may be subject to special rules. This discussion does not discuss the United States federal income tax consequences to any stockholder of the Company who, for United States federal income tax purposes, is a nonresident alien individual, a foreign corporation, a foreign partnership or a foreign estate or trust, nor does it consider the effect of any foreign, state or local tax laws.

Because individual circumstances may differ, each stockholder should consult its, his or her own tax advisor to determine the applicability of the rules discussed below and the particular tax effects of the Offer and the Merger on a beneficial holder of Shares, including the application and effect of the alternative minimum tax and any state, local and foreign tax laws and of changes in such laws.

The exchange of Shares for cash pursuant to the Offer or the Merger will be a taxable transaction for United States federal income tax purposes and possibly for state, local and foreign income tax purposes as well. In general, a stockholder who sells Shares pursuant to the Offer or receives cash in exchange for Shares pursuant to the Merger will recognize gain or loss for United States federal income tax purposes

in an amount equal to the difference, if any, between the amount of cash received and the stockholder's adjusted tax basis in the Shares sold pursuant to the Offer or exchanged for cash pursuant to the Merger. Gain or loss will be determined separately for each block of Shares (that is, Shares acquired at the same cost in a single transaction) tendered pursuant to the Offer or exchanged for cash pursuant to the Merger. Such gain or loss will be long-term capital gain or loss provided that a stockholder's holding period for such Shares is more than one year at the time of consummation of the Offer or the Merger, as the case may be. Capital gains recognized by an individual upon a disposition of a Share that has been held for more than one year generally will be subject to a maximum United States federal income tax rate of 20%. In the case of a Share that has been held for one year or less, such capital gains generally will be subject to tax at ordinary income tax rates. Certain limitations apply to the use of a stockholder's capital losses.

A stockholder whose Shares are purchased in the Offer or exchanged for cash pursuant to the Merger may be subject to backup withholding unless certain information is provided to the Depositary or an exemption applies. See Section 3—"Procedures for Accepting the Offer and Tendering Shares."

6. Price Range of Shares; Dividends.

The Shares trade on the Nasdaq National Market ("NASDAQ") under the symbol "VYSI." The following table sets forth, for the periods indicated, the high and low sale prices per Share for the periods indicated. Share prices are as reported on NASDAQ based on published financial sources.

	Common Stock	
	High	**Low**
Twelve Months Ended December 31, 1998:		
First Quarter	$ 12.375	$ 10.25
Second Quarter	11.25	10.00
Third Quarter	10.25	3.375
Fourth Quarter	9.50	3.00
Twelve Months Ended December 31, 1999:		
First Quarter	$ 6.8125	$ 3.00
Second Quarter	4.125	2.625
Third Quarter	6.00	2.875
Fourth Quarter	3.9375	2.4375
Twelve Months Ended December 31, 2000		
First Quarter	$ 20.00	$ 3.2188
Second Quarter	12.00	4.1875
Third Quarter	11.75	5.875
Fourth Quarter	9.625	5.2188
Fiscal Year 2001		
First Quarter	$ 11.375	$ 5.75
Second Quarter	29.50	6.4375
Third Quarter	28.4375	18.9063
Fourth Quarter (through October 30)	30.30	17.50

On October 23, 2001, the last full day of trading before the public announcement of the execution of the Merger Agreement, the closing price of the Shares on NASDAQ was $23.00 per Share. On October 30, 2001, the last full day of trading before the commencement of the Offer, the closing price of the Shares on NASDAQ was $30.28 per Share. The Company has never paid a dividend on the Shares.

Stockholders are urged to obtain a current market quotation for the Shares.

7. Certain Information Concerning the Company.

General. The Company is a Delaware corporation with its principal offices located at 3100 Woodcreek Drive, Downers Grove, Illinois, 60515-5400. The telephone number for the Company is (630) 271-7000. According to the Company's Annual Report on Form 10-K for the fiscal year ended

December 31, 2000, the Company is a genomic disease management company that develops, commercializes and markets DNA-based clinical products that provide information critical to the evaluation and management of cancer, prenatal disorders and other genetic diseases.

Available Information. The Shares are registered under the Exchange Act. Accordingly, the Company is subject to the information reporting requirements of the Exchange Act and, in accordance therewith, is required to file periodic reports, proxy statements and other information with the SEC relating to its business, financial condition and other matters. Such reports, proxy statements and other information can be inspected and copied at the public reference facilities maintained by the SEC at 450 Fifth Street, N.W., Room 1024, Washington, D.C. 20549, and at the SEC's regional offices located at 233 Broadway, New York, New York 10279 and Citicorp Center, 500 West Madison Street, Suite 1400, Chicago, Illinois 60661. Information regarding the public reference facilities may be

obtained from the SEC by telephoning 1-800-SEC-0330. The Company's filings are also available to the public on the SEC's internet site (http://www.sec.gov). Copies of such materials may also be obtained by mail from the Public Reference Section of the SEC at 450 Fifth Street, N.W., Washington, D.C. 20549 at prescribed rates.

Summary Financial Information. Set forth below is certain summary financial information for the Company and its consolidated subsidiaries excerpted from the Company's Annual Reports on Form 10-K for the periods ended December 31, 1999 and 2000 and the Company's Quarterly Reports on Form 10-Q for the six months ended June 30, 2001 and 2000. More comprehensive financial information is included in such reports and other documents filed by the Company with the SEC, and the following summary is qualified in its entirety by reference to such reports and other documents and all of the financial information and notes contained therein. Copies of such reports and other documents may be examined at or obtained from the SEC in the manner set forth above.

	June 30,		December 31,	
	2001	2000	2000	1999
	(in thousands, except per share amounts)			
Operating Data				
Total revenues	$ 13,321	$ 10,513	$ 23,991	$ 21,695
Income (loss) from operations	1,826	(2,462)	(2,219)	(12,645)
Net income (loss)	2,352	(2,314)	(460)	(9,842)
Net income (loss) per share:				
Basic	0.23	(0.23)	(0.05)	(1.00)
Diluted	0.21	(0.23)	(0.05)	(1.00)
Balance Sheet Data				
Total assets	$ 24,276	$ 19,969	$ 21,490	$ 21,035
Total liabilities	8,644	8,067	8,247	7,544
Stockholder's equity	15,632	11,902	13,243	13,491

On August 4, 2001, the Company divested Gene-Trak Systems Industrial Diagnostics Corporation. The data for the six months ended June 30, 2001 and 2000 above reflect this business as a discontinued operation. In its Registration Statement on Form S-3 dated August 7, 2001 and filed with the SEC, the Company restated the year-end financial data set forth above for 2000 and 1999 to reflect this business as a discontinued operation as follows (in thousands): Total revenues —2000: $21,147; 1999: $18,718; and Income (loss) from operations—2000: $(2,221); 1999: $(12,505).

Certain Projections Provided by the Company. The Company does not, as a matter of course, make public any forecasts as to its future financial performance. However, in connection with Abbott's review of the Transactions, the Company provided Abbott with certain projected financial information concerning the Company. The Company has advised Abbott and the Purchaser that its internal financial forecasts (upon which the projections provided to Abbott and the Purchaser were based in part) are, in general, prepared solely for internal use and capital budgeting and other management decisions and

are subjective in many respects and thus susceptible to multiple interpretations and periodic revisions based on actual experience and business developments. The projections also reflect numerous assumptions (not all of which were provided to Abbott and the Purchaser), all made by management of the Company, with respect to industry performance; general business, economic, market and financial conditions; the Company's ability to successfully develop, market and sell its clinical products, other products and equipment; the timely receipt of necessary governmental approvals; the Company's ability to maintain intellectual property protection for the Company's proprietary products, to defend the Company's existing intellectual property rights from challenges by third parties and to avoid infringing intellectual property rights of third parties; and other matters. Such assumptions regarding future events are difficult to predict, and many are beyond the Company's control. Accordingly, there can be no assurance that the assumptions made by the Company in preparing the projections will prove accurate. It is expected that there will be differences between actual and projected results, and actual results may be materially greater or less than those contained in the projections. The inclusion of the projections herein should not be regarded as an indication that any of Abbott, the Purchaser, the Company or their respective affiliates or representatives consider the projections to be a reliable prediction of future events, and the projections should not be relied upon as such. These projections are being provided only because the Company made them available to Abbott and the Purchaser in connection with their discussions regarding the Offer and the Merger. None of Abbott, the Purchaser, the Company or any of their respective affiliates or representatives makes any representation to any person regarding the projections, and none of them has or intends to update or otherwise revise the projections to reflect circumstances existing after the date when made or to reflect the occurrence of future events even in the event that any or all of the assumptions underlying the projections are shown to be in error.

The projections provided to Abbott by the Company included, among other things, the following forecasts of the Company's net sales; earnings before interest, taxes, depreciation and amortization; net income; and net income per share, respectively (in thousands, except per share data): $28,422, $4,340, $3,908, and $0.33 in fiscal 2001; $46,928, $5,763, $5,066, and $0.43 in fiscal 2002; $96,279, $20,140, $16,030, and $1.37 in fiscal 2003; $202,359, $52,783, $30,794, and $2.64 in fiscal 2004; and $523,060, $152,579, $90,226, and $7.72 in fiscal 2005. These projections should be read together with the financial statements of the Company that can be obtained from the SEC as described above.

It is the understanding of Abbott and the Purchaser that the projections were not prepared with a view to public disclosure or compliance with published guidelines of the SEC or the guidelines established by the American Institute of Certified Public Accountants regarding projections or forecasts. The projections do not purport to present operations in accordance with generally accepted accounting principles, and the Company's independent auditors have not examined or compiled the projections presented herein and accordingly assume no responsibility for them.

Except for these projections and as otherwise stated in this Offer to Purchase, the information concerning the Company contained herein has been taken from or is based upon reports and other documents on file with the SEC or otherwise publicly available. Neither Abbott nor the Purchaser (i) has any knowledge that would indicate that any statements contained herein based upon such reports and documents are untrue or (ii) takes any responsibility for the accuracy or completeness of the information contained in such reports and other documents or for any failure by the Company to disclose events that may have occurred and may affect the significance or accuracy of any such information.

8. Certain Information Concerning Abbott and the Purchaser.

General. Abbott is an Illinois corporation with its principal offices located at 100 Abbott Park Road, Abbott Park, Illinois 60064-6400. The telephone number of Abbott is (847) 937-6100. Abbott's principal business is the discovery, development, manufacture and sale of a broad and diversified line of health care products and services.

The Purchaser is a Delaware corporation with its principal offices located at 100 Abbott Park Road, Abbott Park, Illinois 60064-6400. The telephone number of the Purchaser is (847) 937-6100. The Purchaser is a wholly owned subsidiary of Abbott. The Purchaser was formed for the purpose of making

a tender offer for all of the common stock of the Company and has not engaged, and does not expect to engage, in any business other than in connection with the Offer and the Merger.

The name, citizenship, business address, business phone number, present principal occupation or employment and past material occupation, positions, offices or employment for each director for at least the last five (5) years and the name, citizenship, business address, business phone number, present principal occupation or employment and material occupation, positions, offices or employment for the past five (5) years of each of the executive officers of Abbott and the Purchaser and certain other information are set forth in Schedule I hereto.

Except as described in this Offer to Purchase and in Schedule I hereto, (i) none of Abbott, the Purchaser or, to the best knowledge of Abbott and the Purchaser, any of the persons listed in Schedule I to this Offer to Purchase or any associate or majority-owned subsidiary of Abbott or the Purchaser or any of the persons so listed beneficially owns or has any right to acquire, directly or indirectly, any Shares and (ii) none of Abbott, the Purchaser or, to the best knowledge of Abbott and the Purchaser, any of the persons or entities referred to above nor any director, executive officer or subsidiary of any of the foregoing has effected any transaction in the Shares during the past sixty (60) days.

Except as provided in the Merger Agreement, the Stockholder Agreement or as otherwise described in this Offer to Purchase, none of Abbott, the Purchaser or, to the best knowledge of Abbott and the Purchaser, any of the persons listed in Schedule I to this Offer to Purchase, has any contract, arrangement, understanding or relationship with any other person with respect to any securities of the Company, including, but not limited to, any contract, arrangement, understanding or relationship concerning the transfer or voting of such securities, finder's fees, joint ventures, loan or option arrangements, puts or calls, guarantees of loans, guarantees against loss, guarantees of profits, division of profits or loss or the giving or withholding of proxies.

Except as set forth in this Offer to Purchase, none of Abbott, the Purchaser or, to the best knowledge of Abbott and the Purchaser, any of the persons listed on Schedule I hereto, has had any business relationship or transaction with the Company or any of its executive officers, directors or affiliates that is required to be reported under the rules and regulations of the SEC applicable to the Offer. Except as set forth in this Offer to Purchase, there have been no contacts, negotiations or transactions between Abbott or any of its subsidiaries or, to the best knowledge of Abbott, any of the persons listed in Schedule I to this Offer to Purchase, on the one hand, and the Company or its affiliates, on the other hand, concerning a merger, consolidation or acquisition, tender offer or other acquisition of securities, an election of directors or a sale or other transfer of a material amount of assets. None of the persons listed in Schedule I has, during the past five years, been convicted in a criminal proceeding (excluding traffic violations or similar misdemeanors). None of the persons listed in Schedule I has, during the past five years, been a party to any judicial or administrative proceeding (except for matters that were dismissed without sanction or settlement) that resulted in a judgment, decree or final order enjoining the person from future violations of, or prohibiting activities subject to, federal or state securities laws, or a finding of any violation of federal or state securities laws.

Distribution and Supply Agreement with Abbott. Abbott has entered into a distribution and supply agreement dated March 30, 2001, with the Company covering the distribution of the Company's PathVysion and UroVysion products by Abbott on an exclusive basis, initially in North America and Europe, with an exclusive option for distribution in Asia/Pacific (except Japan) and South America. Under the terms of the distribution and supply agreement, Abbott (i) has paid the Company an initial one-time fee of $500,000 and is required to pay the Company additional fees of up to $1 million upon the achievement by the Company of certain milestones, (ii) is required to pay the Company an annual fee of $625,000, payable quarterly and (iii) is required to purchase from the Company an aggregate of up to approximately $4 million of products in the initial contract year (beginning June 1, 2001), subject to adjustment downward based on the Company's failing to achieve certain milestones.

Transaction with Director. H. Laurance Fuller, a director of Abbott, served as Co-Chairman of the Board of BP Amoco, p.l.c., the ultimate parent of BP, from 1998 until he retired in April 2000. During this period, Mr. Fuller received salary and bonus from BP Amoco in excess of $1,000,000. Prior to his tenure

at BP Amoco, Mr. Fuller served as President of Amoco Corporation from 1983 to 1995 and Chairman and Chief Executive Officer from 1991 to 1998. Since its founding in 1991, the Company has been an indirect subsidiary of Amoco Corporation (and its successor, BP, p.l.c.).

Available Information. Pursuant to Rule 14d-3 under the Exchange Act, Abbott and the Purchaser filed with the SEC a Tender Offer Statement on Schedule TO (the "Schedule TO"), of which this Offer to Purchase forms a part, and exhibits to the Schedule TO. Additionally, Abbott is subject to the information reporting requirements of the Exchange Act and, in accordance therewith, is required to file periodic reports, proxy statements and other information with the SEC relating to its business, financial condition and other matters. The Schedule TO and the exhibits thereto, and such reports, proxy statements and other information, can be inspected and copied at the public reference facilities maintained by the SEC at 450 Fifth Street, N.W., Room 1024, Washington, D.C. 20549, and at the SEC's regional offices located at 233 Broadway, New York, New York 10279 and Citicorp Center, 500 West Madison Street, Suite 1400, Chicago, Illinois 60661. Information regarding the public reference facilities may be obtained from the SEC by telephoning 1-800-SEC-0330. Abbott filings are also available to the public on the SEC's internet site (http://www.sec.gov). Copies of such materials may also be obtained by mail from the Public Reference Section of the SEC at 450 Fifth Street, N.W., Washington, D.C. 20549 at prescribed rates.

9. Source and Amount of Funds.

The Offer is not conditioned upon Abbott's or the Purchaser's ability to finance the purchase of Shares pursuant to the Offer.

Abbott and the Purchaser estimate that the total amount of funds required to purchase all of the outstanding Shares pursuant to the Offer and the Merger will be approximately $355 million, net of the Company's anticipated cash balances, plus approximately $7 million in related fees and expenses for Abbott and the Company. Abbott has available to it sufficient funds to close the Offer and the Merger, and will cause the Purchaser to have sufficient funds available to close the

Offer and the Merger. Abbott intends to obtain the necessary funds from the issuance of its commercial paper in the ordinary course. In the event that such financings are unavailable, Abbott will arrange alternate financing.

10. Background of the Offer; Past Contacts or Negotiations with the Company.

In August 2000, senior representatives of Abbott contacted the Company to explore a possible research and marketing collaboration relating to the Company's cancer detection products and related technology. Over the next few months, representatives of the Company and Abbott held discussions regarding potential strategic collaborations between the companies, eventually focusing on an agreement for the exclusive distribution by Abbott of the Company's PathVysion® and UroVysion assay products.

On March 30, 2001, the Company and Abbott entered into a distribution and supply agreement covering the distribution of the Company's PathVysion® and UroVysion products by Abbott on an exclusive basis, initially in North America and Europe, with an exclusive option for distribution in Asia/Pacific (except Japan) and South America.

On or about April 13, Mark Shaffar, Director, Technology Acquisitions, of Abbott telephoned Mr. John Bishop, President and Chief Executive Officer of the Company to advise him that Abbott was potentially interested in acquiring the Company.

On April 17, the Company and Abbott executed a confidentiality agreement whereby Abbott agreed to hold in confidence information provided by the Company to Abbott in connection with Abbott's evaluation of a possible acquisition of the Company. Following execution of this confidentiality agreement, the Company provided Abbott with certain information regarding itself.

On May 3, Mr. Bishop and other Company executives, and Messrs. Dennis Kelleher and Ron Swanson of BP, met with Mr. Shaffar and other representatives of Abbott. At the meeting, the Company made a presentation describing the technology platform, products, business and operations of the Company.

On July 11, BP filed with the SEC an amendment to its Schedule 13D with respect to the Company stating that ATC and BP were evaluating alternatives for divestment of all or a portion of ATC's holdings of

the Company's common stock. Shortly thereafter, Mr. Shaffar of Abbott contacted a representative of BP regarding BP's amendment to its Schedule 13D. Mr. Shaffar was directed to contact UBS Warburg ("UBS"), financial advisor to BP, regarding Abbott's inquiry.

On July 17, Abbott executives forwarded a letter to UBS indicating a non-binding interest in entering into discussions relating to the possible purchase of ATC's shares in the Company or a possible acquisition of the Company in its entirety. On July 30, representatives of Abbott received information from investment bankers for BP regarding the possible sale of BP's ownership (through ATC) of Shares of the Company.

On August 21, Abbott submitted to UBS a non-binding written indication of interest to acquire all of the outstanding shares of common stock of the Company at a price between $28 and $32 per Share in cash, subject to, among other things, ATC's agreeing to tender all of its Shares to Abbott. The Company had expressly authorized Abbott to submit its proposal directly to UBS in a letter from Dr. Walter R. Quanstrom, Chairman of the Company, on that same date. In addition, Abbott and the Company amended their April 17, 2001 confidentiality agreement to make the confidentiality obligations reciprocal so that Abbott could supply the Company with its confidential information, and Abbott and BP North America entered into a similar confidentiality agreement.

From September 13 to October 12, Abbott and its representatives continued their due diligence examination of the Company, including site visits to Company facilities, review of legal documents and other written materials, meetings with the Company's management and meetings with the Company's auditors.

On September 13 and 14, the management of the Company made a presentation to representatives of Abbott and their financial and legal advisors in Chicago, Illinois. At this time, representatives of Abbott and their financial and legal advisors were also given access to documents of the Company assembled for potential bidders' due diligence review.

On September 18, representatives of Abbott met with the management of the Company at the Company's facilities in Downers Grove, Illinois. At this meeting, the Company's management responded to Abbott's questions regarding the Company's operations.

On September 19, Abbott received an invitation to submit a definitive proposal to acquire all the outstanding Shares of the Company, which set forth the procedures by which the Company would entertain proposals. The bid procedures letter was forwarded together with alternate forms of merger agreements providing for an all cash tender offer and a stock-for-stock exchange offer.

On October 2, Abbott delivered a preliminary mark-up of the Company's form of merger agreement and a draft of a stockholder agreement to be entered into with ATC and BP, which provided that ATC would tender (and not withdraw) all of its Shares in the Offer.

On October 12, Abbott submitted to the Company's financial advisor a letter offering to pay $28.50 per share in cash for all of the outstanding shares of common stock of the Company, subject to, among other things, the approval of the respective Companies' Boards of Directors, the negotiation of definitive transaction documents and ATC's entering into the proposed stockholder agreement. The letter was accompanied by a revised mark-up of the proposed merger agreement.

On October 15, the Company Board met to evaluate Abbott's proposal to acquire the Company. At this meeting, the Company Board rejected the Abbott proposal, and, on October 16, the Company's financial advisor communicated that decision to Abbott's financial advisor.

On October 17, Abbott submitted a revised proposal to acquire all of the Company's shares for $30.00 per share in cash or, under certain circumstances, $30.50 per share in cash, in each case conditioned upon the same items included in Abbott's October 12 letter.

On October 19, the Company Board met to evaluate Abbott's revised offer. At this meeting, the Company Board, by a vote of eight to two (with one director absent), authorized the Company to continue negotiations with Abbott regarding definitive transaction agreements. On that same day, counsel for the Company delivered a revised draft of a merger agreement to counsel for Abbott, and counsel for ATC and BP also provided counsel for Abbott a revised draft of a stockholder agreement.

From October 20 through October 23, representatives of the Company and Abbott and their respective legal counsel negotiated specific terms and provisions of the proposed transaction agreements, including the conditions to closing of the offer, the interim covenants, the non-solicitation provisions, the provisions regarding regulatory approvals and the circumstances under which the parties could terminate the merger agreement. Concurrently with such negotiations, representatives of BP and Abbott and their respective legal counsel negotiated the terms of the stockholder agreement to be entered into among Abbott, the Purchaser, ATC and BP.

On October 23, the Company Board, by a vote of nine to two, approved the offer and merger, determined it to be fair to, and in the best interests of, the Company and its stockholders, and agreed to recommend it to its stockholders. Following the Company Board meeting, representatives of BP, the Company and Abbott met to finalize the transaction documentation. Subsequent to these meetings, the Merger Agreement was executed by Abbott, the Purchaser and the Company, and the Stockholder Agreement was executed by Abbott, the Purchaser, ATC and BP.

On October 24, Abbott and the Company issued a joint press release announcing their execution of the Merger Agreement.

On October 31, the Purchaser commenced the Offer.

During the pendency of the Offer, Abbott and the Purchaser intend to have ongoing contacts with the Company and its directors, officers and stockholders, in addition to ongoing contacts pursuant to their existing relationship under the distribution and supply agreement.

11. The Transaction Documents.

The Merger Agreement

The following is a summary of the material provisions of the Merger Agreement, a copy of which is filed as an exhibit to the Schedule TO. The summary is qualified in its entirety by reference to the Merger Agreement, which is incorporated by reference herein. Capitalized terms used herein and not otherwise defined have the meanings assigned to them in the Merger Agreement.

The Offer. The Merger Agreement provides for the commencement of the Offer as promptly as practicable, but in no event later than five (5) business days after the date of the Merger Agreement. The obligation of the Purchaser to accept for payment, and pay for, Shares tendered pursuant to the Offer is subject to the satisfaction of the Minimum Condition and certain other conditions that are described in Section 15—"Certain Conditions of the Offer." The Purchaser may not, without the Company's prior written consent, make any modifications in the terms and conditions of the Offer which: (i) reduce the number of Shares subject to the Offer; (ii) reduce the Offer Price; (iii) add to the conditions set forth in the Merger Agreement; (iv) modify the conditions set forth in the Merger Agreement in a manner adverse to the holders of Shares; (v) except as provided in the Merger Agreement, extend the Offer; (vi) change the form of consideration payable in the Offer; (vii) waive the Minimum Condition or (viii) make any other change or modification in any of the terms of the Offer in any manner that is adverse to the holders of the Shares. The Purchaser will extend the Offer for one or more periods if, at the initial scheduled expiration date or any subsequent expiration date of the Offer, any of the conditions to the Purchaser's obligation to purchase shares are not satisfied or waived (but not after the Outside Date, as such date may be extended). In addition, if all of the conditions to the Offer are satisfied or waived but the number of the Shares validly tendered and not withdrawn is less than 90% of the Fully Diluted Shares, then upon the applicable expiration date of the Offer, the Purchaser may accept and pay for all Shares validly tendered and not withdrawn prior to such date and provide "subsequent offering periods" for an aggregate period not to exceed twenty (20) business days for all such extensions.

Directors. The Merger Agreement provides that if Abbott so requests, promptly after the acceptance for payment of, and full payment for, the Shares to be purchased pursuant to the Offer, Abbott will be entitled to designate such number of directors on the Company Board (and on each committee of the Company Board and on each board of directors of each subsidiary of the Company designated by Abbott) as will give Abbott representation on the Company Board (or such committee or board of directors of a subsidiary of the Company) equal to at least that number of directors, rounded up to the next whole number, which is the product of (i) the total number of directors on the Company Board (or such committee or board of directors of a subsidiary of the Company) giving effect to the directors appointed or elected pursuant to this sentence multiplied by (ii) the percentage that (A) such number of Shares so accepted for payment and paid for by the Purchaser plus the number of Shares otherwise owned by Abbott, the Purchaser or any other subsidiary of Abbott bears to (B) the number of Shares then outstanding. Notwithstanding the foregoing, until the Effective Time, the Company Board will have at least three (3) directors who were directors on the date of the Merger Agreement and who are not employees of BP or any of BP's affiliates (other than the Company) (the "Independent Directors"). In such event, if the number of Independent Directors is reduced below three (3) for any reason whatsoever, the remaining Independent Directors will, to the fullest extent permitted by law, designate a person to fill such vacancy who will be deemed to be an Independent Director for purposes of the Merger Agreement or, if no Independent Directors then remain, the other directors will designate three (3) persons to fill such vacancies who will not be employees or affiliates of BP (other than the Company), or officers or affiliates of Abbott or any of its subsidiaries, and such persons will be deemed to be Independent Directors for the purposes of the Merger Agreement. The Company will take all actions necessary to cause the persons designated by Abbott to be directors on the Company Board (or a committee of the Company Board or the board of directors of a subsidiary of the Company designated by Abbott) pursuant to the Merger Agreement to be so appointed or elected (whether, at the request of Abbott, by means of increasing the size of the Company Board (or such committee or board of directors of a subsidiary of the Company) (and will, if necessary, amend the by-laws of the Company or the organizational documents of a subsidiary of the Company, as applicable, to permit such an increase) or seeking the resignation of directors and causing Abbott's designees to be appointed or elected). The Company's obligations relating to the Company Board are subject to Section 14(f) of the Exchange Act and Rule 14f-1 promulgated thereunder.

Following the election or appointment of Abbott's designees to the Company Board and prior to the Effective Time, the approval of a majority of both (i) the then directors of the Company Board who were directors on the date of the Merger Agreement or their successors who were recommended to succeed by a majority of such directors and (ii) the Independent Directors will be required to authorize (a) any amendment, or waiver of any term or condition, of the Merger Agreement or the charter or by-laws of the Company or (b) any termination of the Merger Agreement by the Company, any extension by the Company of the time for performance of any of the obligations or other acts of Abbott or the Purchaser or waiver or assertion of any of the Company's rights under the Merger Agreement, and any other consent or action by the Company Board with respect to the Merger Agreement that adversely affects the holders of the Shares.

The Merger. The Merger Agreement provides that, at the Effective Time, the Purchaser will be merged with and into the Company with the Company being the surviving corporation (the "Surviving Corporation"). Following the Merger, the separate existence of the Purchaser will cease, and the Company will continue as the Surviving Corporation, wholly owned by Abbott.

Pursuant to the Merger Agreement, each Share outstanding at the Effective Time (other than Shares owned by Abbott or any of its subsidiaries or held by the Company as treasury stock or owned by any of its subsidiaries, all of which will be cancelled and retired and will cease to exist, and other than Shares that are held by stockholders, if any, who properly exercise their dissenters' rights under the DGCL) will be converted into the right to receive the Merger Consideration. Stockholders who perfect their

dissenters' rights under the DGCL will be entitled to the amounts determined pursuant to the appropriate proceedings required under the DGCL.

If required by applicable law, the Company will call and hold a meeting of its stockholders promptly following the acceptance for payment of, and full payment for, the Shares tendered pursuant to the Offer for the purpose of voting upon the approval of the Merger Agreement. At any such meeting, all Shares then owned by Abbott or the Purchaser or any other subsidiary of Abbott will be voted in favor of approval of the Merger Agreement. Upon the consummation of the transactions contemplated by the Stockholder Agreement, Abbott and the Purchaser, as a result of the acquisition of approximately 64.7% of the outstanding Shares, will own a number of Shares sufficient, even if no other Shares are tendered in the Offer, to cause the Merger to occur without the affirmative vote of any other holder of Shares.

Representations and Warranties. Pursuant to the Merger Agreement, the Company has made customary representations and warranties to Abbott and the Purchaser, including representations relating to: organization, standing and power of the Company; subsidiaries; capital structure; authorization for, validity of and necessary action with respect to the Merger Agreement; no conflicts with or consents required in connection with the Merger Agreement; the Company's SEC documents, financial statements, and undisclosed liabilities; information provided by the Company for inclusion in the Offer documents or the Schedule 14D-9; absence of certain changes or events; taxes; benefit plans; litigation; compliance with applicable laws; contracts and debt instruments; intellectual property; takeover laws; brokers; regulatory compliance; the opinion of the Company's financial advisor; employment matters; insurance; environmental, health and safety laws; customers and suppliers; transactions with affiliates; condition of assets; real and personal property; and certain business practices.

Pursuant to the Merger Agreement, Abbott and the Purchaser have made customary representations and warranties to the Company, including representations relating to: organization, standing and power of Abbott and the Purchaser; the Purchaser; financing; ownership of Shares; authorization for, validity of and necessary action with respect to the Merger Agreement; no conflicts with or consents required in connection with the Merger Agreement; information supplied by Abbott and the Purchaser for inclusion in the Offer documents or the Schedule 14D-9; brokers; and litigation.

Company Conduct of Business Covenants. The Merger Agreement provides that, except as expressly permitted therein, from the date of the Merger Agreement to the time any directors are appointed by Abbott to the Company Board, the Company will, and will cause each of its subsidiaries to, in all material respects, conduct its business in the ordinary and usual course consistent with past practice. In addition, and without limiting the generality of the foregoing, except for matters expressly permitted by the Merger Agreement, from the date of the Merger Agreement to the time any directors are appointed by Abbott to the Company Board, the Company will not, and will not permit any of its subsidiaries to, do any of the following without the prior written consent of Abbott:

(a)

(i) declare, set aside or pay any dividend on, or make any other distributions in respect of, any of its capital stock, other than dividends and distributions by a direct or indirect wholly owned subsidiary of the Company to its parent, (ii) split, combine or reclassify any of its capital stock or issue or authorize the issuance of any other securities in respect of, in lieu of or in substitution for shares of its capital stock, (iii) purchase, redeem or otherwise acquire any shares of capital stock of the Company or any of its subsidiaries or any other securities thereof or any rights, warrants or options to acquire any such shares or other securities or (iv) adopt a plan of complete or partial liquidation (or resolutions providing for or authorizing such liquidation), dissolution, merger, consolidation, restructuring, recapitalization or reorganization of the Company or any of its subsidiaries (other than the Merger);

(b)

issue, deliver, sell, grant or encumber or authorize the issuance, delivery, sale, grant or encumbrance of, (i) any shares of its capital stock, (ii) any securities having voting rights,

(iii) any securities convertible into or exchangeable for, or any options, warrants or rights to acquire, any such shares, voting securities or convertible or exchangeable securities or (iv) any "phantom" stock, "phantom" stock rights, stock appreciation rights or stock-based performance units, other than, or upon the exercise of, options to purchase Shares granted under any option plan of the Company ("Options") outstanding on the date of the Merger Agreement and in accordance with their present terms;

(c)

amend its certificate of incorporation, by-laws or other comparable charter or organizational documents;

(d)

acquire or agree to acquire (i) by merging or consolidating with, or by purchasing a substantial portion of the assets of, or by any other manner, any business or any business entity or division thereof or (ii) any assets, except purchases of inventory, materials and supplies in the ordinary and usual course of business consistent with past practice and except for certain permitted capital expenditures;

(e)

(i) grant to any officer, director, employee, agent or consultant of the Company or any of its subsidiaries any increase in compensation or fringe benefits, (ii) grant to any present or former employee, officer, director, agent or consultant of the Company or any of its subsidiaries any increase in severance or termination pay, (iii) enter into or amend any employment, consulting, indemnification, severance or termination agreement with any such present or former employee, officer, director, agent or consultant, (iv) establish, adopt, enter into or amend any benefit or compensation plan, program, arrangement or agreement, except as required by applicable law, (v) except as otherwise permitted or required under the Merger Agreement, take any action to accelerate any rights or benefits, or make any material determinations not in the ordinary and usual course of business, under any employee benefit plan, (vi) loan or advance money or other property in excess of $10,000 to any present or former employees, officers, directors, agents or consultants of the Company or any of its subsidiaries or make any change in any existing borrowing or lending arrangements on or on behalf of any such persons or (vii) except as otherwise permitted or required under the Merger Agreement, grant any new,

or amend any existing, Option or enter into any agreement under which any Option would be required to be issued;

(f)

make any change in accounting methods, principles or practices affecting the reported consolidated assets, liabilities or results of operations of the Company, except insofar as may have been required by a change in generally accepted accounting principles;

(g)

make or agree to make any new capital expenditure or expenditures that are (i) individually in excess of $50,000, (ii) in the aggregate in excess of $200,000 or (iii) individually or in the aggregate, in excess of the amounts provided for in the Company's 2001 capital expenditure plan; provided, however, that if the closing of the Merger occurs following December 31, 2001, the Company will be required to obtain the consent of Abbott for any new capital expenditure or expenditures that are (i) individually in excess of $50,000, (ii) in each financial quarter, in the aggregate in excess of $200,000 or (iii) individually or in the aggregate, in excess of the amounts provided for in the Company's 2002 capital expenditure plan (which plan will be submitted by the Company to Abbott for approval); provided further, however, that if the Company requests the consent of Abbott for capital expenditures in excess of the thresholds set forth in this provision, such consent will not be unreasonably withheld;

(h)

modify, amend or terminate any contract, instrument or obligation to which the Company or any of its subsidiaries is a party or by which any of them or any of their respective properties or assets may be bound (including, without limitation, any such agreement relating to the Company's intellectual property rights) or waive, release or assign any material rights or claims, except in the ordinary course of business consistent with past practice;

(i)

(i) incur or assume any long-term debt or, except in the ordinary course of business consistent with past practice, incur or assume any short-term Indebtedness in amounts not consistent with past practice, (ii) modify the terms of any Indebtedness, other than modifications of short-term debt in the ordinary course of business and consistent with past practice, (iii) assume, guarantee, endorse or otherwise become liable or responsible (whether directly, contingently or otherwise) for the obligations of any other person, except in the ordinary course of business and consistent with past practice or (iv) make any loans, advances or capital contributions to, or investments in, any other person (other than to or in wholly owned subsidiaries of the Company);

(j)

transfer, license or sublicense any tangible assets or lease, sell, mortgage, pledge, dispose of, or encumber any of its properties or assets except sales of inventory, products or obsolete equipment in the ordinary course of business consistent with past practice;

(k)

take, or agree to commit to take, any action that would be reasonably likely to result in any of the conditions to the Offer or any of the conditions to the Merger not being satisfied or that would materially impair the ability of the Company, Abbott, the Purchaser or the holders of Shares to consummate the Offer or the Merger in accordance with the terms of the Merger Agreement or materially delay such consummation;

(l)

discharge, settle, assign or satisfy any claims, whether or not pending before a Governmental Entity (as defined below in Section 15—"Certain Conditions of the Offer"), in excess of $25,000 individually or $250,000 in the aggregate, or waive any material benefits of, or agree to modify in any material respect adverse to the Company, any confidentiality, standstill or similar agreements to which the Company or any of its subsidiaries is a party;

(m)

enter into or extend any agreements relating to the distribution, sale, promotion or marketing by third parties of the Company's products (including products under development), other than pursuant to any such agreements currently in place in accordance with their terms as of the date of the Merger Agreement;

(n)

transfer, assign, terminate, cancel, abandon or modify any approvals, clearances and other registrations required by any Governmental Entity or fail to maintain such approvals, clearances and other registrations as currently in effect;

(o)

fail to maintain all insurance policies as currently in effect or allow any of such policies to lapse;

(p)

transfer or license to any individual, firm, corporation (including any non-profit corporation), general or limited partnership, company, limited liability company, trust, joint venture, estate, association, organization, labor union, or other entity or Governmental Entity ("Person") or otherwise extend, amend, allow to lapse or go abandoned, or modify any of the Company's material intellectual property rights or any other intellectual property rights owned by or exclusively licensed to the Company or its subsidiaries other than implied licenses provided to customers for their specific end use;

(q)

enter into any license agreement with any person or entity to obtain any of the Company's intellectual property rights other than implied licenses provided to customers for their specific end use;

(r)

terminate any employee of the Company or its subsidiaries without cause; or

(s)

authorize any of, or commit or agree to take any of, the foregoing actions or authorize, recommend, propose or announce an intention to do any of the foregoing.

No Solicitation. From the date of the Merger Agreement until the earlier of the Effective Time or the termination of the Merger Agreement, the Company and its subsidiaries will not (and the Company will

not permit any of its or any of its subsidiaries' officers, directors or employees or any investment banker, financial advisor, attorney, accountant or other representative retained by it or any of its subsidiaries to), directly or indirectly, (i) solicit, initiate, engage in discussions or negotiate with any Person or take any other action intended or designed to facilitate any inquiry or effort of any Person (other than Abbott) relating to any direct or indirect acquisition of all or a substantial part of the business and properties of the Company or any of its subsidiaries or any capital stock of the Company or any of its subsidiaries, whether by merger, tender offer, exchange offer, sale of assets or similar transactions involving the Company, any of its subsidiaries, or any division or operating or principal business unit of the Company ("Alternative Acquisition"), (ii) provide information with respect to the Company or any of its subsidiaries to any Person (other than Abbott) relating to a possible Alternative Acquisition by any Person (other than Abbott), (iii) enter into any agreement with respect to any proposal for an Alternative Acquisition ("Alternative Acquisition Proposal"), (iv) grant any waiver or release under any standstill, confidentiality or similar agreement or (v) take any actions which would be sufficient to render inapplicable the restrictions on "business combinations" in Section 203 of the DGCL to any current or future stockholder of the Company or any of its affiliates (other than Abbott or the Purchaser). Notwithstanding the foregoing, prior to the acceptance for payment of the Shares pursuant to the Offer, the Company Board may, to the extent required by the fiduciary obligations of the Company Board under Delaware law, as determined in good faith by the Company Board (after consultation with outside legal counsel), with respect to an unsolicited Alternative Acquisition Proposal that the Company Board determines, in good faith (after consultation with outside legal counsel), is or is reasonably likely to result in a Superior Company Proposal (as described below), (a) furnish information with respect to the Company to the Person or group making such Alternative Acquisition Proposal and its representatives pursuant to a confidentiality agreement with terms no more favorable to the Person making the Alternative Acquisition Proposal than those applicable to Abbott under the confidentiality agreement, as amended, between Abbott and the Company (a copy of which is filed as an exhibit to the Schedule TO of which this Offer to Purchase is a part) (except that such confidentiality agreement need not contain any standstill provisions) and (b) participate in discussions with such Person or group and its representatives regarding such Alternative Acquisition Proposal. The Company is required to cease and cause to be terminated immediately all existing discussions or negotiations conducted prior to the date of the Merger Agreement with respect to any Alternative Acquisition Proposal.

The Merger Agreement provides that neither the Company Board nor any committee thereof will (i) withdraw or modify, or propose to withdraw or modify, in a manner adverse to Abbott or the Purchaser, the approval or recommendation by the Company Board or any such committee of the Merger Agreement, the Offer or the Merger, (ii) approve or cause or permit the Company to enter into any letter of intent, agreement in principle, definitive agreement or similar agreement constituting or relating to, or which is intended to or is reasonably likely to lead to any Alternative Acquisition Proposal, (iii) approve or recommend, or propose to approve or recommend, any Alternative Acquisition Proposal or (iv) agree or resolve to take actions set forth in clauses (i), (ii) or (iii) of this sentence. Notwithstanding the foregoing, if, during the period prior to the acceptance for payment of the Shares pursuant to the Offer, the Company Board receives a Superior Company Proposal and the Company Board determines in good faith (after consultation with outside legal counsel) that to take such action is required by its fiduciary obligations under Delaware law, the Company Board may, during such period, in response to a Superior Company Proposal, withdraw or modify its recommendation of the Offer, the Merger and the Merger Agreement at any time after the fifth (5th) business day following Abbott's receipt of written notice from the Company advising Abbott that the Company Board has received a Superior Company Proposal and intends to withdraw or modify its recommendation, identifying the Person making such Superior Company Proposal and specifying the financial and other material terms and conditions of such Superior Company Proposal.

The Company promptly, and in any event within two (2) business days, will advise Abbott in writing of receipt by it (or any representative) of any Alternative Acquisition Proposal or any inquiry indicating

that any Person is considering making or wishes to make an Alternative Acquisition Proposal, identifying such Person, and the financial and other material terms and conditions of any Alternative Acquisition Proposal or potential Alternative Acquisition Proposal, (i) notify Abbott after receipt of any request for nonpublic information relating to it or any of its subsidiaries or for access to its or any of its subsidiaries' properties, books or records by any Person, identifying such Person and the information requested by such Person, that may be considering making, or has made, an Alternative Acquisition Proposal and promptly provide Abbott with any nonpublic information which is given to such Person pursuant to the Merger Agreement and (ii) keep Abbott promptly advised of the status and the financial and other material terms and conditions of any such Alternative Acquisition Proposal or inquiry. The Company shall give Abbott advance notice of at least one (1) business day of any information to be supplied to and, subject to the Merger Agreement, at least two (2) business days' advance notice of any confidentiality agreement to be entered into with, any Person making such Alternative Acquisition Proposal.

The Merger Agreement also provides that the Company may take and disclose to its stockholders a position contemplated by Rule 14e-2(a) promulgated under the Exchange Act and make any required disclosure to the Company's stockholders if, in the good faith judgment of the Company Board, failure so to disclose would be inconsistent with its obligations under applicable law.

As used in the Merger Agreement, "Superior Company Proposal" means any written bona fide proposal made by a third party to acquire all the equity securities or assets of the Company through a tender or exchange offer, a merger, a consolidation, or other similar transaction that is (i) on terms which the Company Board determines in its good faith judgment (after consultation with a financial advisor of nationally recognized reputation) to be superior for the holders of the Shares to the Offer and the Merger, (ii) in the reasonable judgment of the Company Board, capable of being fully financed on a timely basis and (iii) reasonably likely to be consummated promptly (taking into account, among other things, all legal, financial, regulatory and other aspects of the proposal and the identity of the offeror).

Insurance and Indemnification. The Merger Agreement provides that Abbott will, or will cause the Surviving Corporation to, honor for a period of not less than six (6) years from the Effective Time (or, in the case of matters occurring at or prior to the Effective Time for which a claim is asserted within the six (6)-year period contemplated by the Merger Agreement, until such matters are finally resolved), all rights to indemnification or exculpation, existing in favor of a director, officer, employee or agent (an "Indemnified Person") of the Company or any subsidiary of the Company (including, without limitation, rights relating to advancement of expenses and indemnification rights to which such persons are entitled because they are serving as a director, officer, agent or employee of another entity at the request of the Company or any subsidiary of the Company), as provided under applicable provisions of the DGCL, the charter or by-laws of the Company or any indemnification agreement, in each case, as in effect on the date of the Merger Agreement, and relating to actions or events through the Effective Time; provided, however, that Abbott will not be required to indemnify any Indemnified Person in connection with any proceeding (or portion thereof) relating to actions or events through the Effective Time to the extent involving any claim initiated by such Indemnified Person unless such actions or events were

authorized by the Company Board (if board authority would be ordinarily obtained prior to the taking of such action) or unless such proceeding is brought by an Indemnified Person to enforce rights under the Merger Agreement.

Abbott will, or will cause the Surviving Corporation to, maintain the Company's insurance policies for the benefit of the Company's directors and officers for a period of not less than six (6) years after the Effective Time. Abbott or the Surviving Corporation may, however, substitute policies of substantially similar coverage and amounts containing terms no less advantageous to such former directors or officers. In addition, if the Company's existing insurance expires or is cancelled during such period, Abbott or the Surviving Corporation will use its reasonable best efforts to obtain substantially similar insurance. In no event, however, will Abbott or the Surviving Corporation be required to expend, in order

to maintain or procure an annual directors' and officers' insurance policy, an amount in excess of 200% of the last annual premium paid prior to the date of the Merger Agreement, but in such case shall purchase as much coverage as possible for such amount.

Consents and Approvals. The Merger Agreement provides that Abbott, the Purchaser and the Company will use their respective reasonable best efforts to take, or cause to be taken, all actions, and to do, or cause to be done, and to assist and cooperate with the other parties and ATC in doing, all things necessary, proper or advisable to consummate and make effective, in the most expeditious manner practicable, the Offer, the Merger and the other Transactions, including (i) the obtaining of all necessary actions or nonactions, waivers, consents and approvals from Governmental Entities and the making of all necessary registrations and filings and the taking of all reasonable steps as may be necessary to obtain any necessary approval or waiver from, or to avoid an action or proceeding by, any Governmental Entity, including under the HSR Act and the pre-merger notification requirements of Austria, Germany, Ireland, Italy, Turkey, and Croatia, (ii) the obtaining of all necessary consents, approvals or waivers from third parties, (iii) the defending of any lawsuits or other proceedings, whether judicial or administrative, challenging the Merger Agreement or the consummation of the Transactions, including seeking to have any stay or temporary restraining order entered by any court or other Governmental Entity vacated or reversed and (iv) the execution and delivery of any additional instruments necessary to consummate the Transactions and to fully carry out the purposes of the Merger Agreement.

The Merger Agreement provides that the Company and Abbott will file, within five (5) business days after the date of the Merger Agreement, an appropriate filing under the HSR Act and respond as promptly as practicable (i) to any inquiries received from the Federal Trade Commission or the Antitrust Division of the Department of Justice for additional information or documentation and (ii) to all inquiries and requests received from any other Governmental Entity in connection with antitrust matters. Concurrently with the filing of notifications under the HSR Act, or as soon thereafter as practicable, the Company and Abbott will each request early termination of the HSR Act waiting period. In addition, Abbott and the Company will promptly make any filing that is required under the pre-merger notification requirements of Austria, Germany, Ireland, Italy, Turkey and Croatia. Neither Abbott nor any of the subsidiaries of the Company will be required to agree (with respect to (i) Abbott or its subsidiaries or (ii) the Company or its subsidiaries) to any divestitures, licenses, hold separate arrangements or similar matters, including covenants affecting business operating practices.

Employee Stock Options and Other Employee Benefits. The Merger Agreement provides that as promptly as practicable, but in no event later than twenty (20) business days following the date of the Merger Agreement, the Company will take, or cause to be taken, all such actions as are required to adjust the terms of any outstanding Options granted prior to the date of the Merger Agreement under any option plan of the Company or otherwise, to provide that each Option that is outstanding immediately prior to the Effective Time, to the extent vested and exercisable as of the Effective Time in accordance with its terms, will be canceled as of the Effective Time in exchange for a cash payment by the Company to be made on the date following the Effective Time (or as soon as practicable thereafter) of an amount equal to (i) the excess, if any, of (A) the Offer Price over (B) the exercise price per Share subject to such Option, multiplied by (ii) the number of Shares for which such Option shall not theretofore have been exercised.

All amounts payable in exchange for Options will be subject to any required withholding of taxes and will be paid without interest. As promptly as practicable, but in no event later than twenty (20) business days following the date of the Merger Agreement, the Company will obtain all consents of the holders of the Options as may be necessary to effectuate these terms as provided in the Merger Agreement.

As promptly as practicable, but in no event later than twenty (20) business days following the date of the Merger Agreement, the Company will take all such actions as are required so that the option plans of

the Company terminate as of the Effective Time, and the provisions in any other employee benefit plan of the Company providing for the issuance, transfer or grant of any capital stock of the Company or any interest in respect of any capital stock of the Company will be deleted as of the Effective Time, and to ensure that, following the Effective Time, no holder of an Option or any participant in any option plan of the Company will have any right thereunder to acquire any capital stock of the Company or the Surviving Corporation.

Abbott has agreed to provide, or to cause the Company or Abbott's affiliates to provide, for a period of twelve (12) months following the Effective Time, employees of the Company and the subsidiaries with wages, salary, bonus and other cash compensation and benefit plans, programs, policies and arrangements that are no less favorable, in the aggregate, to such employees than those provided generally to similarly situated employees of Abbott.

To the extent applicable with respect to employee benefit plans, programs, policies and arrangements that are established or maintained by Abbott for the benefit of employees of the Company and its subsidiaries (and their eligible dependents), such employees (and their eligible dependents) will be given credit for their service with the Company and any subsidiaries of the Company (i) for purposes of eligibility to participate and vesting (but not benefit accrual under a defined benefit pension plan) to the extent such service was taken into account under a corresponding benefit plan of the Company, and (ii) for purposes of satisfying any waiting periods, evidence of insurability requirements, or the application of any pre-existing condition limitations and will be given credit for amounts paid under a corresponding benefit plan of the Company during the same period for purposes of applying deductibles, copayments and out-of-pocket maximums as though such amounts had been paid in accordance with the terms and conditions of the plans, programs, policies and arrangements maintained by Abbott. Notwithstanding the foregoing, service and other amounts will not be credited to employees of the Company and its subsidiaries (or their eligible dependents) to the extent the crediting of such service or other amounts would result in the duplication of benefits.

None of Abbott, the Company or any of their affiliates are required to continue to employ any employee of the Company and its subsidiaries for any period after the Effective Time.

Conditions to the Merger. The Merger Agreement provides that the respective obligation of each party to effect the Merger is subject to the satisfaction or waiver on or prior to the Closing Date of the following conditions:

(a)

If required by applicable law, the Company shall have obtained the approval and adoption of the Merger Agreement by the holders of a majority of the outstanding Shares.

(b)

The waiting period (and any extension thereof) applicable to the Offer, the Merger or any of the other Transactions under the HSR Act shall have been terminated or shall have expired and any consents, approvals and filings under any foreign antitrust law, the absence of which would prohibit the consummation of the Merger, shall have been obtained or made.

(c)

Abbott shall have received any necessary approvals, or any applicable period for action shall have been terminated or expired, under the German antitrust laws.

(d)

No temporary restraining order, preliminary or permanent injunction or other Order issued by any court of competent jurisdiction or other legal restraint or prohibition preventing the consummation of the Offer, the Merger or any of the other Transactions shall be in effect.

(e)

The Purchaser shall have accepted the Shares for payment pursuant to the Offer; provided, however, that this condition shall be deemed satisfied if Abbott or the Purchaser fails to accept for payment and pay for the Shares pursuant to the Offer in violation of the terms of the Merger Agreement and/or the Offer.

Termination. The Merger Agreement may be terminated at any time prior to the Effective Time, whether before or after the approval and adoption of the Merger Agreement by the affirmative vote of the holders of a majority of the outstanding Shares:

(a)

by mutual written consent of Abbott, the Purchaser and the Company;

(b)

by either Abbott or the Company if (i) the Purchaser has not accepted for payment any Shares tendered pursuant to the Offer on or before December 31, 2001, unless the failure to accept and pay for such Shares is the result of a breach of the Merger Agreement by the party seeking to terminate the Merger Agreement, provided that such date shall be extended, (A) to the extent that the condition to the Offer relating to banking moratoriums and limitations on the extension of credit described below in Section 15—"Certain Conditions of the Offer" is not satisfied, until such time as such condition is satisfied (but in no event after June 30, 2002), and (B) in the event that, on or prior to December 31, 2001, (x) the waiting period under the HSR Act has not expired or been terminated or (y) the pre-merger notification requirements of Germany shall not have been satisfied or waived, to but in no event beyond June 30, 2002; (ii) any Governmental Entity issues an Order or takes any other action permanently enjoining, restraining or otherwise prohibiting the acceptance for payment of, or payment for, the Shares pursuant to the Offer or the Merger and such Order or other action shall have become final and nonappealable or (iii) (A) the Purchaser shall have failed to commence the Offer within five (5) business days following the date of the Merger Agreement or (B) the Offer shall have terminated or expired in accordance with its terms without the Purchaser having purchased any of the Shares pursuant to the Offer; provided, however, that the right to terminate the Merger Agreement pursuant to clause (iii) will not be available to any party whose failure to fulfill any of its obligations under the Merger Agreement or the failure of whose representations and warranties to be true results in the failure of any such condition;

(c)

by Abbott, if (i) the Company breaches or fails to perform any of its representations, warranties, covenants or agreements contained in the Merger Agreement, which breach or failure to perform (A) would give rise to the failure of a condition to the closing of the Offer set forth in the Merger Agreement and (B) cannot be or has not been cured within thirty (30) days after the giving of written notice to the Company of such breach; provided, however, that the Merger Agreement may not be terminated pursuant to this clause (i) for such reason if the Purchaser has accepted Shares for payment pursuant to the Offer, or (ii) prior to the Purchaser's acceptance of the Shares for payment pursuant to the Offer, the Company shall have breached in any material respect any of its obligations described in "—No Solicitation" above;

(d)

by the Company, if Abbott or the Purchaser breaches or fails to perform in any material respect any of its representations, warranties, covenants or agreements contained in the Merger Agreement, which breach or failure to perform cannot be cured or has not been cured within thirty (30) days after the giving of written notice to Abbott of such breach; provided, however, that the Merger Agreement may not be terminated for this reason if the Purchaser has accepted the Shares pursuant to the Offer.

Amendment. The Merger Agreement may be amended by the parties at any time before or after receipt of the approval and adoption of the Merger Agreement by the holders of a majority of the outstanding Shares; provided, however, that after receipt of the approval and adoption of the Merger Agreement by the holders of a majority of the outstanding Shares, there may not be made any amendment that by law requires further approval by such stockholders without the further approval of such stockholders. The Merger Agreement may not be amended except by an instrument in writing signed on behalf of each of the parties.

The Stockholder Agreement

The following is a summary of the material provisions of the Stockholder Agreement, a copy of which is filed as an exhibit to the Schedule TO. The summary is qualified in its entirety by reference to the Stockholder Agreement, which is incorporated by reference herein. Capitalized terms used herein and not otherwise defined have the meanings assigned to them in the Stockholder Agreement.

Pursuant to the Stockholder Agreement, ATC has agreed to tender and not withdraw its Shares pursuant to the terms of the Offer. ATC has agreed to tender all its Shares into the Offer for purchase in the Offer no later than the fifth (5th) business day following commencement of the Offer. ATC has also agreed to (i) vote its Shares in favor of the Merger, (ii) vote its Shares against any action that would result in any of the Company's obligations under the Merger Agreement not being fulfilled and (iii) vote its Shares against any action that would delay, postpone or attempt to discourage the Merger or the Offer or cause a condition to the closing of the Merger or the Offer not to be satisfied.

Pursuant to the Stockholder Agreement, ATC also agreed that, until the earlier of the Effective Time or the termination of the Stockholder Agreement, it will not (and will not permit any of its Affiliates, officers, directors or employees or any investment banker, financial advisor, attorney, accountant or other representative retained by it or any Affiliate (collectively "Stockholder Representatives") to) directly or indirectly: (i) solicit, initiate, engage in discussions or negotiate with any Person or take any other action intended or designed to facilitate any inquiry or effort of any Person (other than Abbott) relating to any Alternative Acquisition; (ii) provide information with respect to the Company or any subsidiary of the Company to any Person (other than Abbott) relating to a possible Alternative Acquisition by any Person (other than Abbott) or (iii) enter into any agreement with respect to any Alternative Acquisition Proposal. Prior to the acceptance for payment of Shares pursuant to the Offer, ATC may advise the Company Board of receipt by it (or any Stockholder Representative) of any unsolicited Alternative Acquisition Proposal or any inquiry indicating that any Person is considering making or wishes to make an Alternative Acquisition Proposal.

The Stockholder Agreement requires that ATC and BP cease and cause to be terminated immediately all existing discussions or negotiations conducted by them or at their behest, prior to the date of the Stockholder Agreement, with respect to any Alternative Acquisition. In addition, the Stockholder Agreement requires BP to promptly direct UBS Warburg LLC ("UBS") to cease and cause to be terminated immediately all discussions or negotiations conducted by it, prior to the date of the Stockholder Agreement, with respect to any Alternative Acquisition, on behalf of BP or its affiliates.

Pursuant to the Stockholder Agreement, ATC has agreed to defend, indemnify and hold harmless Abbott, the Purchaser, the Company, each subsidiary of the Company and their respective officers, directors and affiliates for: (i) any and all taxes of BP and any current or former affiliate of BP (other than the Company or any subsidiary of the Company) for any taxable period beginning before the closing date of the Merger, for which the Company or any subsidiary of the Company may be liable as part of the same consolidated or affiliated group pursuant to Treasury Regulation Sec. 1.1502-6 (or any similar provision of state, local or foreign law), as a transferee or successor, by contract, agreement or otherwise; (ii) any and all taxes imposed on or with respect to the Company or any subsidiary of the Company for any taxable period (or portion thereof) ending on or before February 10, 1998 and (iii) any and all expenses arising from any indemnified taxes. BP has agreed to guarantee these indemnification obligations of ATC.

The Stockholder Agreement requires that BP pay any fees, expenses or other amounts that become due and payable by the Company to UBS or any other investment bank or financial advisor engaged by the Company other than Wachovia and Goldman as a result of the Transactions. BP must also defend, indemnify and hold harmless Abbott, the Purchaser, the Company, each subsidiary of the Company and their respective officers, directors and affiliates against any claims for such amounts or any liabilities or costs arising out of or resulting from any claims for such amounts.

The Stockholder Agreement terminates upon the earlier of (i) the termination of the Offer without the purchase of Shares thereunder, (ii) the termination of the Merger Agreement in accordance with its terms or (iii) the consummation of the Merger; provided that the indemnification provisions described above shall survive the consummation of the Merger.

12. Purpose of the Offer; Plans for the Company.

Purpose of the Offer. The purpose of the Offer is to acquire control of, and the entire equity interest in, the Company. The purpose of the Merger is to acquire all outstanding Shares not tendered and purchased pursuant to the Offer. If the Offer is successful, the Purchaser intends to consummate the Merger as promptly as practicable.

The Company Board has approved the Merger and the Merger Agreement. Depending upon the number of Shares purchased by the Purchaser pursuant to the Offer, the Company Board may be required to submit the Merger Agreement to the Company's stockholders for approval at a stockholder's meeting convened for that purpose in accordance with the DGCL. If stockholder approval is required, the Merger Agreement must be approved by a majority of all votes entitled to be cast at such meeting.

If the Minimum Condition is satisfied, the Purchaser will have sufficient voting power to approve the Merger Agreement at the Company stockholders' meeting without the affirmative vote of any other stockholder. ATC is required by the Stockholder Agreement to tender and not withdraw its Shares, representing approximately 64.7% of the Shares outstanding, in the Offer, and the tender of these Shares will satisfy the Minimum Condition. If the Purchaser acquires at least 90% of the then outstanding Shares pursuant to the Offer, the Merger may be consummated without a stockholder meeting and without the approval of the Company's stockholders. The Merger Agreement provides that the Purchaser will be merged into the Company and that the certificate of incorporation and by-laws of the Purchaser will be the certificate of incorporation and by-laws of the Surviving Corporation following the Merger.

Appraisal Rights. Under the DGCL, holders of Shares do not have dissenters' rights as a result of the Offer. In connection with the Merger, however, stockholders of the Company will have the right to dissent and demand appraisal of their Shares under the DGCL. Dissenting stockholders who comply with the applicable statutory procedures under the DGCL will be entitled to receive a judicial determination of the fair value of their Shares (exclusive of any element of value arising from the accomplishment or expectation of the Merger) and to receive payment of such fair value in cash. Any such judicial determination of the fair value of the Shares could be based upon considerations other than or in addition to the price per Share paid in the Merger and the market value of the Shares. In *Weinberger v. UOP, Inc.*, the Delaware Supreme Court stated, among other things, that "proof of value by any techniques or methods which are generally considered acceptable in the financial community and otherwise admissible in court" should be considered in an appraisal proceeding. Stockholders should recognize that the value so determined could be higher or lower than the price per Share paid pursuant to the Offer or the consideration per Share to be paid in the Merger. Moreover, the Purchaser may argue in an appraisal proceeding that, for purposes of such a proceeding, the fair value of the Shares is less than the price paid in the Offer or the Merger.

Going Private Transactions. The SEC has adopted Rule 13e-3 under the Exchange Act which is applicable to certain "going private" transactions and which may under certain circumstances be applicable to the Merger or another business combination following the purchase of Shares pursuant to the Offer in which the Purchaser seeks to acquire the remaining Shares not held by it. The Purchaser believes that Rule 13e-3 will not be applicable to the Merger because it is anticipated that the Merger will be effected within one (1) year following the consummation of the Offer and, in the Merger, stockholders will receive the same price per Share as paid in the Offer. Rule 13e-3 requires, among other things, that certain financial information concerning the Company and certain information relating to the fairness of

the proposed transaction and the consideration offered to minority stockholders be filed with the SEC and disclosed to stockholders prior to consummation of the transaction.

Plans for the Company. Pursuant to the terms of the Merger Agreement, promptly upon the purchase of and payment for any Shares by the Purchaser pursuant to the Offer, Abbott currently intends to seek maximum representation on the Company Board, subject to the requirement in the Merger Agreement regarding the presence of at least three (3) Independent Directors on the Company Board until the Effective Time. The Purchaser currently intends, as soon as practicable after consummation of the Offer, to consummate the Merger.

Except as otherwise provided herein, it is expected that, initially following the Merger, the business and operations of the Company will, except as set forth in this Offer to Purchase, be continued substantially as they are currently being conducted. Abbott will continue to evaluate the business and operations of the Company during the pendency of the Offer and after the consummation of the Offer and the Merger and will take such actions as it deems appropriate under the circumstances then existing. Thereafter, Abbott intends to review such information as part of a comprehensive review of the Company's business, operations, capitalization and management with a view to optimizing development of the Company's potential in conjunction with Abbott's existing business.

Except as set forth in this Offer to Purchase, the Purchaser and Abbott have no present plans or proposals that would relate to or result in (i) any extraordinary corporate transaction involving the Company or any of its subsidiaries (such as a merger, reorganization, liquidation, relocation of any operations or sale or other transfer of a material amount of assets), (ii) any sale or transfer of a material amount of assets of the Company or any of its subsidiaries, (iii) any change in the Company Board or management of the Company, (iv) any material change in the Company's capitalization or dividend policy, (v) any other material change in the Company's corporate structure or business, (vi) a class of securities of the Company being delisted from a national securities exchange or ceasing to be authorized to be quoted in an inter-dealer quotation system of a registered national securities association or (vii) a class of equity securities of the Company being eligible for termination of registration pursuant to Section 12(g) of the Exchange Act.

13. Certain Effects of the Offer.

Market for the Shares. The purchase of Shares pursuant to the Offer will reduce the number of holders of Shares and the number of Shares that might otherwise trade publicly, which could adversely affect the liquidity and market value of the remaining Shares held by stockholders other than the Purchaser. The Purchaser cannot predict whether the reduction in the number of Shares that might otherwise trade publicly would have an adverse or beneficial effect on the market price for, or marketability of, the Shares or whether such reduction would cause future market prices to be greater or less than the Offer Price.

Stock Quotation. The Shares are quoted on NASDAQ. According to the published guidelines of NASDAQ, the Shares might no longer be eligible for quotation on NASDAQ if, among other things, the number of publicly held Shares falls below 750,000 or the number of record holders of round lots falls below 400. Shares held by officers or directors of the Company or their immediate families, or by any beneficial owner of 10% or more of the Shares, ordinarily will not be considered to be publicly held for this purpose.

If the Shares cease to be quoted on NASDAQ, the market for the Shares could be adversely affected. It is possible that the Shares would be traded on other securities exchanges (with trades published by such exchanges), the Nasdaq SmallCap Market, the OTC Bulletin Board or in a local or regional over-the-counter market. The extent of the public market for the Shares and the availability of such quotations would, however, depend upon the number of holders of Shares and the aggregate market value of the Shares remaining at such time, the interest in maintaining a market in the Shares on

the part of securities firms, the possible termination of registration of the Shares under the Exchange Act, as described below, and other factors.

Margin Regulations. The Shares are currently "margin securities" under the Regulations of the Board of Governors of the Federal Reserve System (the "Federal Reserve Board"), which has the effect, among other things, of allowing brokers to extend credit on the collateral of the Shares. Depending upon factors similar to those described above regarding the market for the Shares and stock quotations, it is possible that, following the Offer, the Shares would no longer constitute "margin securities" for the purposes of the margin regulations of the Federal Reserve Board and, therefore, could no longer be used as collateral for loans made by brokers.

Exchange Act Registration. The Shares are currently registered under the Exchange Act. Such registration may be terminated upon application of the Company to the SEC if the Shares are neither listed on a national securities exchange nor held by 300 or more holders of record. Termination of registration of the Shares under the Exchange Act would substantially reduce the information required to be furnished by the Company to its stockholders and to the SEC and would make certain provisions of the Exchange Act no longer applicable to the Company, such as the short-swing profit recovery provisions of Section 16(b) of the Exchange Act, the requirement of furnishing a proxy statement pursuant to Section 14(a) of the Exchange Act in connection with stockholders' meetings and the related requirement of furnishing an annual report to stockholders and the requirements of Rule 13e-3 under the Exchange Act with respect to "going private" transactions. Furthermore, the ability of "affiliates" of the Company and persons holding "restricted securities" of the Company to dispose of such securities pursuant to Rule 144 promulgated under the Securities Act of 1933, as amended, may be impaired or eliminated. If registration of the Shares under the Exchange Act were terminated, the Shares would no longer be "margin securities" or be eligible for quotation on NASDAQ. Abbott and the Purchaser currently intend to seek to cause the Company to terminate the registration of the Shares under the Exchange Act as soon after consummation of the Offer as the requirements for termination of registration are met.

14. Dividends and Distributions.

As discussed in Section 11—"The Transaction Documents," the Merger Agreement provides that from the date of the Merger Agreement to the Effective Time, without the prior written approval of Abbott, the Company will not, and will not allow its subsidiaries to, declare, set aside or pay any dividends on or make any distribution in respect of any of its capital stock, other than dividends and distributions by a direct or indirect wholly owned subsidiary of the Company to such subsidiary's parent.

15. Certain Conditions of the Offer.

For the purpose of this Section 15, capitalized terms used but not defined herein will have the meanings set forth in the Merger Agreement. Notwithstanding any other term of the Offer or the Merger Agreement, and in addition to (and not in limitation of) the Purchaser's right to extend and amend the Offer, the

Purchaser shall not be required to accept for payment or, subject to any applicable rules and regulations of the SEC, including Rule 14e-1(c) under the Exchange Act (relating to the Purchaser's obligation to pay for or return tendered Shares promptly after termination or withdrawal of the Offer), to pay for any Shares tendered pursuant to the Offer unless (i) the Minimum Condition shall have been satisfied and (ii) the waiting period (and any extension thereof) under the HSR Act and the pre-merger notification requirements of Germany shall have expired or terminated. Furthermore, notwithstanding any other term of the Offer or the Merger Agreement, the Purchaser shall not be required to accept for payment or, subject to the foregoing, to pay for any Shares not theretofore accepted for payment or paid for, and may terminate or amend the Offer, with the consent of the Company if, at any time on or after the

date of the Merger Agreement and before the Expiration Date, any of the following conditions shall have occurred and be continuing:

(a) there shall be pending any suit, action or proceeding brought by: a federal, state, local, municipal or foreign government; governmental or quasi-governmental authority of any nature (including any governmental agency, branch, board, department, official, instrumentality or entity and any court or other tribunal); or body exercising, or entitled to exercise, any administrative, executive, judicial, legislative, police, regulatory, or taxing authority or power of any nature (a "Governmental Entity") (i) challenging the acquisition by Abbott or the Purchaser of any Shares under the Offer or the Stockholder Agreement, seeking to restrain or prohibit the making or consummation of the Offer or the Merger or the performance of any of the other Transactions or seeking to obtain from the Company, Abbott or the Purchaser any damages that are material in relation to the Company and its subsidiaries taken as a whole, (ii) seeking to prohibit or impose any material limitations on Abbott's or the Purchaser's ownership or operation (or that of any of their respective subsidiaries or affiliates) of all or a portion of the Company's businesses or assets, or to compel Abbott or the Purchaser or their respective subsidiaries and affiliates to dispose of or hold separate any portion of the business or assets of the Company or Abbott and their respective subsidiaries, (iii) seeking to impose material limitations on the ability of the Purchaser, or rendering the Purchaser unable, to accept for payment, pay for or purchase some or all of the Shares pursuant to the Offer and the Merger, (iv) seeking to impose limitations on the ability of Abbott or the Purchaser effectively to exercise full rights of ownership of the Shares, including, without limitation, the right to vote the Shares purchased by it on all matters properly presented to the Company's stockholders or (v) which otherwise is reasonably likely to have a Company Material Adverse Effect (as defined in Section 11—"The Transaction Documents");

(b) any statute, rule, regulation, legislation, interpretation, judgment, order (including, with respect to any Person, any award, decision, injunction, judgment, stipulation, order, ruling, subpoena, writ, decree, consent decree, or verdict entered, issued, made, or rendered by any court, administrative agency, arbitrator or other Governmental Entity affecting such Person or any of its properties) or injunction shall be enacted, entered, enforced, promulgated, amended or issued with respect to, or deemed applicable to, or any consent or approval withheld with respect to the Offer, the Merger or any of the other Transactions, by any Governmental Entity that is reasonably likely to result in any of the consequences referred to in clauses (i) through (v) of paragraph (a) above;

(c) any of the representations and warranties of the Company in the Merger Agreement, disregarding all qualifications and exceptions contained therein relating to "materiality" or "Company Material Adverse Effect" or any similar standard or qualification, shall not, individually or in the aggregate, be true and correct as of the date of the Merger Agreement and as of such time as though made at such time, except (i) where the failure of such representations and warranties to be true and correct would not have a Company Material Adverse Effect, (ii) to the extent such representation and warranty expressly relates to a specific date (in which case such representation or warranty need only be true on and as of such specific date) or (iii) to the extent Abbott has consented in writing to any supplement or amendment to the Company Disclosure Letter delivered to Abbott;

(d) the Company shall have and be continuing to have failed to perform in any material respect any obligation or to comply in any material respect with any material agreement or covenant of the Company to be performed or complied with by it under the Merger Agreement other than any obligation relating to the disclosure to Abbott of the intent of certain Company employees to terminate their employment;

(e) there shall have occurred any change, event, condition, fact or set of facts or development which individually or in the aggregate has had, or would be reasonably expected to have, a Company Material Adverse Effect;

(f) there shall have occurred (i) a declaration of a banking moratorium or any suspension of payments in respect of banks in the United States (whether or not mandatory) or (ii) any limitation (whether or not mandatory) by any United States governmental authority on the extension of credit by banks or other financial institutions, in either case, which would materially impair Abbott's and the Purchaser's ability to fund the Transactions; or

(g) the Merger Agreement shall have been terminated in accordance with its terms.

The foregoing conditions are for the sole benefit of Abbott and the Purchaser and may, subject to the terms of the Merger Agreement, be waived by Abbott and the Purchaser in whole or in part at any time and from time to time in their sole discretion prior to the expiration of the Offer. The failure by Abbott, the Purchaser or any other affiliate of Abbott at any time to exercise any of the foregoing rights shall not be deemed a waiver of any such right, the waiver of any such right with respect to particular facts and circumstances shall not be deemed a waiver with respect to any other facts and circumstances and each such right shall be deemed an ongoing right that may be asserted at any time and from time to time prior to the expiration of the Offer.

16. Certain Legal Matters; Regulatory Approvals.

General. The Purchaser is not aware of any pending legal proceeding relating to the Offer. Except as described in this Section 16, based on its examination of publicly available information filed by the Company with the SEC and other publicly available information concerning the Company, the Purchaser is not aware

of any governmental license or regulatory permit that appears to be material to the Company's business that might be adversely affected by the Purchaser's acquisition of Shares as contemplated herein or of any approval or other action by any governmental, administrative or regulatory authority or agency, domestic or foreign, that would be required for the acquisition or ownership of Shares by the Purchaser or Abbott as contemplated herein. Should any such approval or other action be required, the Purchaser currently contemplates that, except as described below under "State Takeover Statutes," such approval or other action will be sought. While the Purchaser does not currently intend to delay acceptance for payment of Shares tendered pursuant to the Offer pending the outcome of any such matter, there can be no assurance that any such approval or other action, if needed, would be obtained or would be obtained without substantial conditions or that if such approvals were not obtained or such other actions were not taken, adverse consequences might not result to the Company's business, or certain parts of the Company's business might not have to be disposed of, any of which could cause the Purchaser to elect to terminate the Offer without the purchase of Shares thereunder under certain conditions. See Section 15—"Certain Conditions of the Offer."

State Takeover Statutes. A number of states have adopted laws that purport, to varying degrees, to apply to attempts to acquire corporations that are incorporated in, or that have substantial assets, stockholders, principal executive offices or principal places of business or whose business operations otherwise have substantial economic effects in, such states. The Company, directly or through subsidiaries, conducts business in a number of states throughout the United States, some of which have enacted such laws.

In *Edgar v. MITE Corp.*, the Supreme Court of the United States invalidated on constitutional grounds the Illinois Business Takeover Statute which, as a matter of state securities law, made takeovers of corporations meeting certain requirements more difficult. However, in 1987, in *CTS Corp. v. Dynamics Corp. of America*, the Supreme Court held that the State of Indiana could, as a matter of corporate law, constitutionally disqualify a potential acquiror from voting shares of a target corporation without the prior approval of the remaining stockholders where, among other things, the corporation is incorporated in,

and has a substantial number of stockholders in, the state. Subsequently, in *TLX Acquisition Corp. v. Telex Corp.*, a Federal District Court in Oklahoma ruled that the Oklahoma statutes were unconstitutional insofar as they apply to corporations incorporated outside Oklahoma in that they would subject such corporations to inconsistent regulations. Similarly, in *Tyson Foods, Inc. v. McReynolds*, a Federal District Court in Tennessee ruled that four Tennessee takeover statutes were unconstitutional as applied to corporations incorporated outside Tennessee. This decision was affirmed by the United States Court of Appeals for the Sixth Circuit.

The Company is incorporated under the laws of the State of Delaware. In general, Section 203 of the DGCL ("Section 203") prevents an "interested stockholder" (including a person who has the right to acquire 15% or more of the corporation's outstanding voting stock) from engaging in a "business combination" (defined to include mergers and certain other actions) with a Delaware corporation for a period of three (3) years following the date such person became an interested stockholder. The Company Board approved for purposes of Section 203 the entering into by the Purchaser, Abbott and the Company of the Merger Agreement and the consummation of the transactions contemplated thereby and has taken all appropriate action so that Section 203, with respect to the Company, will not be applicable to Abbott and the Purchaser by virtue of such actions. In addition, the Company Board approved for purposes of Section 203 the entering into by the Purchaser, Abbott, BP and ATC of the Stockholder Agreement and the transactions contemplated thereby and has taken all appropriate action so that Section 203 with respect to the Company, will not be applicable to Abbott and the Purchaser by virtue of such action.

The Purchaser is not aware of any state takeover laws or regulations which are applicable to the Offer or the Merger and has not attempted to comply with any state takeover laws or regulations. If any government official or third party should seek to apply any state takeover law to the Offer or the Merger or other business combination between the Purchaser or any of its affiliates and the Company, the Purchaser will take such action as then appears desirable, which action may include challenging the applicability or validity of such statute in appropriate court proceedings. In the event it is asserted that one or more state takeover statutes is applicable to the Offer or the Merger and an appropriate court does not determine that it is inapplicable or invalid as applied to the Offer or the Merger, the Purchaser might be required to file certain information with, or to receive approvals from, the relevant state authorities or holders of Shares, and the Purchaser might be unable to accept for payment or pay for Shares tendered pursuant to the Offer, or be delayed in continuing or consummating the Offer or the Merger. In such case, the Purchaser may not be obligated to accept for payment or pay for any tendered Shares. See Section 15—"Certain Conditions of the Offer."

United States Antitrust Compliance. Under the HSR Act and the rules that have been promulgated thereunder by the Federal Trade Commission (the "FTC"), certain acquisition transactions may not be consummated unless certain information has been furnished to the Antitrust Division of the Department of Justice (the "Antitrust Division") and the FTC and certain waiting period requirements have been satisfied. The purchase of Shares pursuant to the Offer is subject to such requirements.

Pursuant to the requirements of the HSR Act, Abbott, on behalf of itself and the Purchaser, expects to file a Notification and Report Form with respect to the Offer and Merger with the Antitrust Division and the FTC on October 31, 2001. As a result, the waiting period applicable to the purchase of Shares pursuant to the Offer is scheduled to expire at 11:59 p.m., New York City time, fifteen (15) days after such filing. However, prior to such time, the Antitrust Division or the FTC may extend the waiting period by requesting additional information or documentary material relevant to the Offer from the Purchaser. If such a request is made, the waiting period will be extended until 11:59 p.m., New York City time, on the tenth (10th) day after substantial compliance by the Purchaser with such request. Thereafter, such waiting period can be extended only by court order.

The Antitrust Division and the FTC scrutinize the legality under the antitrust laws of transactions such as the acquisition of Shares by the Purchaser pursuant to the Offer. At any time before or after the consummation of any such transactions, the Antitrust Division or the FTC could take such action under the antitrust laws of the United States as it deems necessary or desirable in the public interest, including seeking to enjoin the purchase of Shares pursuant to the Offer or seeking divestiture of the Shares so acquired or divestiture of substantial assets of Abbott or the Company. Private parties (including individual States) may also bring legal actions under the antitrust laws of the United States. The Purchaser does not believe that the consummation of the Offer will result in a violation of any applicable antitrust laws. However, there can be no assurance that a challenge to the Offer on antitrust grounds will not be made, or if such a challenge is made, what the result will be. See Section 15—"Certain Conditions of the Offer," including conditions with respect to litigation and certain governmental actions.

German Antitrust Compliance. Under German laws and regulations relating to the regulation of monopolies and competition, certain acquisition transactions may not be consummated in Germany unless certain information has been furnished to the German Federal Cartel Office (the "FCO") and certain waiting period requirements have been satisfied without issuance by the FCO of an order to refrain. The purchase of the Shares by the Purchaser pursuant to the Offer and the consummation of the Merger may be subject to such requirements with regard to the German subsidiaries of the Company and Abbott. Abbott, on behalf of itself and the Purchaser, filed such information on October 30, 2001, and such waiting period will expire on November 29, 2001 or may be extended by the FCO for a total of four (4) months from the date of the filing. Parent will request early termination of the waiting period, although there can be no assurance of the outcome

of such request. Abbott and the Purchaser do not believe that the consummation of the Offer will become the subject of an order to refrain by the FCO under any applicable law or regulation in Germany relating to the regulation of monopolies or competition. There can be no assurance, however, that a challenge to the Offer on such grounds will not be made or, if such challenge is made, of the result thereof.

Other Applicable Foreign Antitrust Laws. Other than the filings with the Antitrust Division, the FTC and the FCO, as described above, and, except as identified in the Merger Agreement, Abbott does not believe that any additional material pre-merger antitrust filings are required with respect to the Offer or the Merger. To the extent that any additional antitrust filings are required pursuant to other applicable foreign antitrust laws, Abbott, the Purchaser, Abbott's other subsidiaries and the Company, as appropriate, will make such filings.

17. Fees and Expenses.

Goldman has acted as financial advisor to Abbott in connection with the proposed acquisition of the Company and is acting as the Dealer Manager in connection with the Offer. Goldman will receive reasonable and customary compensation for its services as financial advisor and as the Dealer Manager and will be reimbursed for certain out-of-pocket expenses. Abbott and the Purchaser will indemnify Goldman and certain related persons against certain liabilities and expenses in connection with its engagement, including certain liabilities under the federal securities laws.

Abbott and the Purchaser have retained Georgeson Shareholder Communications Inc. to be the Information Agent and EquiServe Trust Company, N.A. to be the Depositary in connection with the Offer. The Information Agent may contact holders of Shares by mail, telephone, telecopy, telegraph and personal interview and may request banks, brokers, dealers and other nominees to forward materials relating to the Offer to beneficial owners of Shares.

The Information Agent and the Depositary each will receive reasonable and customary compensation for their respective services in connection with the Offer, will be reimbursed for reasonable out-of-pocket expenses and will be indemnified against certain liabilities and expenses in connection therewith, including certain liabilities under federal securities laws.

Neither Abbott nor the Purchaser will pay any fees or commissions to any broker or dealer or to any other person (other than to the Dealer Manager, the Depositary and the Information Agent) in connection with the solicitation of tenders of Shares pursuant to the Offer. Brokers, dealers, commercial banks and trust companies will, upon request, be reimbursed by the Purchaser for customary mailing and handling expenses incurred by them in forwarding offering materials to their customers.

18. Miscellaneous.

The Offer is not being made to (nor will tenders be accepted from or on behalf of) holders of Shares in any jurisdiction in which the making of the Offer or the acceptance thereof would not be in compliance with the laws of such jurisdiction. However, the Purchaser may, in its discretion, take such action as it may deem necessary to make the Offer in any such jurisdiction and extend the Offer to holders of Shares in such jurisdiction.

No person has been authorized to give any information or to make any representation on behalf of Abbott or the Purchaser not contained herein or in the Letter of Transmittal, and, if given or made, such information or representation must not be relied upon as having been authorized.

The Purchaser has filed with the SEC a Tender Offer Statement on Schedule TO pursuant to Rule 14d-3 of the General Rules and Regulations under the Exchange Act, together with exhibits furnishing certain additional information with respect to the Offer, and may file amendments thereto. In addition, the Company has filed with the SEC a Solicitation/Recommendation Statement on Schedule 14D-9, together with exhibits, pursuant to Rule 14d-9 under the Exchange Act, setting forth the recommendation of the Company Board with respect to the Offer and the reasons for such recommendation and furnishing certain additional related information. A copy of such documents, and any amendments thereto, may be examined at, and copies may be obtained from, the SEC (but not the regional offices of the SEC) in the manner set forth under Section 7—"Certain Information Concerning the Company" above.

Rainbow Acquisition Corp.
October 31, 2001

SCHEDULE I
DIRECTORS AND EXECUTIVE OFFICERS OF
ABBOTT AND THE PURCHASER

1. Directors and Executive Officers of Abbott. The following table sets forth the name, present principal occupation or employment and past material occupations, positions, offices or employment for each director for at least the past five (5) years and the name, present principal occupation or employment and material occupations, positions, offices or employment for the past five years for each executive officer of Abbott. The current business address of each person is 100 Abbott Park Road, Abbott Park, Illinois 60064-6400 and the current phone number is (847) 937-6100. Unless otherwise indicated, each such person is a citizen of the United States of America.

Name and Address	Present Principal Occupation or Employment; Material Positions Held During the Past Five Years
Roxanne S. Austin	Mrs. Austin has been a director of Abbott since 2000. She has served as President and Chief Operating Officer of DIRECTV, Inc. since July 2001. Mrs. Austin also serves as Executive Vice President of Hughes Electronics Corporation and as a member of its executive committee. From 1997 to June 2001, Mrs. Austin served as the Corporate Senior Vice President and Chief Financial Officer of Hughes Electronics Corporation. Mrs. Austin served as Hughes Electronics' Vice President, Treasurer, Chief Accounting Officer and Controller from December 1996 to July 1997, as its Vice President, Treasurer, and Controller from July 1996 to December 1996, and as its Vice President and Controller from July 1993 to July 1996. She serves on the board of directors of Direct TV Latin America and PanAmSat Corporation.

H. Laurance Fuller	Mr. Fuller has been a director of Abbott since 1988. Mr. Fuller served as Co-Chairman of the Board of BP Amoco, p.l.c. from 1998 until he retired in April 2000. He served as the President of Amoco Corporation from 1983 to 1995 and Chairman and Chief Executive Officer from 1991 to 1998. Mr. Fuller is a director of J.P. Morgan Chase and Co., Motorola, Inc., Security Capital Group, Inc., and the Rehabilitation Institute of Chicago.
Jack M. Greenberg	Mr. Greenberg has been a director of Abbott since 2000. He has served as Chairman of McDonald's Corporation since May 1999 and as its Chief Executive Officer since August 1998. He served as McDonald's President from August 1998 to May 1999, and as its Vice-Chairman from December 1991 to 1998. Mr. Greenberg also served as Chairman, from October 1996, and Chief Executive Officer, from July 1997, of McDonald's USA until August 1998. Mr. Greenberg has been a member of McDonald's board of directors since 1982.
David A. Jones	Mr. Jones has been a director of Abbott since 1982. He serves as Chairman of the Board of Humana Inc. Mr. Jones is co-founder of Humana Inc. and served as Chairman and Chief Executive Officer since its organization in 1961 until he retired as Chief Executive Officer in December 1997. In August 1999, Mr. Jones resumed his responsibilities as Chief Executive Officer and held that position until February 2000.

Jeffrey M. Leiden, M.D., Ph.D.	Dr. Leiden has been a director of Abbott since 1999. Dr. Leiden has served as Abbott's Executive Vice President, Pharmaceuticals since August 2000 and as its Chief Scientific Officer since July 2000. From July 1999 until July 2000, Dr. Leiden was Elkan R. Blout Professor of Biological Sciences, Harvard School of Public Health and Professor of Medicine, Harvard Medical School. Prior to July 1999, he was the Frederick H. Rawson Professor of Medicine and Pathology and Chief of the Section of Cardiology at the University of Chicago.
The Rt. Hon. Lord Owen CH	Lord Owen has been a director of Abbott since 1996. He is a British subject. He was a neurologist and Research Fellow on the Medical Unit of St. Thomas' Hospital, London, from 1965 through 1968. He served as a member of Parliament for Plymouth in the House of Commons from 1966 until he retired in May 1992. In 1992, he was created a Life Peer and a Member of the House of Lords. In August 1992, the European Union appointed him Co-Chairman of the International Conference on Former Yugoslavia. He stepped down from that post in June 1995. Lord Owen was Secretary for Foreign and Commonwealth Affairs from 1977 to 1979 and Minister of Health from 1974 to 1976. He is currently an Executive Chairman of Middlesex Holdings p.l.c.
Boone Powell, Jr.	Mr. Powell has been a director of Abbott since 1985. He served as Chairman of Baylor Health Care System until he retired in August 2001. He had been associated with Baylor University Medical Center since 1980 when he was named President and Chief Executive Officer. Mr. Powell is a director of Comerica Bank-Texas, U.S. Oncology and United Surgical Partners International.
Addison Barry Rand	Mr. Rand has been a director of Abbott since 1992. He served as Chairman and Chief Executive Officer of Avis Group Holdings, Inc. from November 1999 to March 2001. From 1992 through 1998, he served as Executive Vice President of Worldwide Operations, Xerox Corporation. Mr. Rand serves as a director of Agilent Technologies, Inc. and AT&T Wireless.
Dr. W. Ann Reynolds	Dr. Reynolds has been a director of Abbott since 1980. She has served as President of The University of Alabama at Birmingham since 1997. Dr. Reynolds served as Chancellor of The City University of New York from 1990 to 1997. Prior to 1990, she served as Chancellor of The California State University, Chief Academic Officer of Ohio State University and Associate Vice Chancellor for Research and Dean of the Graduate College of the University of Illinois Medical Center. She also held appointments as Professor of Anatomy, Research Professor of Obstetrics and Gynecology, and acting Associate Dean for Academic Affairs at the University of Illinois College of Medicine. She is also a director of Humana Inc., Maytag Corporation, and Owens Corning.

Roy S. Roberts	Mr. Roberts has been a director of Abbott since 1998. Mr. Roberts served as Group Vice President for North American Vehicle Sales, Service and Marketing of General Motors from October 1998 to April 2000 when he retired. He was Vice President and General Manager in Charge of Field Sales, Service and Parts for the Vehicle Sales, Service and Marketing Group from August 1998 to October 1998, General Manager of the Pontiac-GMC Division from February 1996 to October 1998, and General Manager of the GMC Truck Division from October 1992 to February 1996. Mr. Roberts became a Corporate Officer of General Motors Corporation in April 1987. He serves as a director of Burlington Northern Santa Fe Corporation.
William D. Smithburg	Mr. Smithburg has been a director of Abbott since 1982. He served as Chairman, President and Chief Executive Officer of The Quaker Oats Company until October 1997 when he retired. Mr. Smithburg became President and Chief Executive Officer in 1981, and Chairman and Chief Executive Officer in 1983 and also served as President from November 1990 to January 1993 and again from November 1995 until he retired. He served on the board and on the executive committee of The Quaker Oats Company until October 1997. Mr. Smithburg is also a director of Northern Trust Corporation and Corning Incorporated.
John R. Walter	Mr. Walter has been a director of Abbott since 1990. Mr. Walter serves as Chairman of the Board of Ashlin

	Management Corp. He served as President and Chief Operating Officer of AT&T Corporation from October 1996 to July 1997 when he retired. From 1989 to 1996, he served as Chairman and Chief Executive Officer of R.R. Donnelley & Sons Company. Mr. Walter serves as a director of Deere & Company, Jones Lang LaSalle, Inc., Manpower, Inc., SNP Corporation of Singapore and Applied Graphics Technologies.
Miles D. White	Mr. White has been a director of Abbott since 1998 and has served as Chairman of the Board and Chief Executive Officer since 1999. During 1998, he served as Executive Vice President of Abbott. From 1996 to 1998, Mr. White served as Senior Vice President, Diagnostic Operations. He serves on the board of directors of Evanston Northwestern Healthcare.
Christopher B. Begley	Mr. Begley has served as Senior Vice President, Hospital Products for Abbott since 2000. From 1999 to 2000, he served as Senior Vice President, Chemical and Agricultural Products. From 1998 to 1999, he served as Vice President, Abbott HealthSystems. From 1996 to 1998, he served as Vice President, MediSense Operations. In 1996, he served as Vice President, Hospital Products Business Sector.
Thomas D. Brown	Mr. Brown has served as Senior Vice President, Diagnostic Operations for Abbott since 1998. From 1996 to 1998, he served as Vice President, Diagnostic Commercial Operations. Mr. Brown has served as President of Rainbow Acquisition Corp. since its formation in October 2001.

Jose M. de Lasa	Mr. de Lasa has served as Senior Vice President, Secretary and General Counsel for Abbott since 1996.
William G. Dempsey	Mr. Dempsey has served as Senior Vice President, International Operations for Abbott since 1999. From 1998 to 1999, he served as Senior Vice President, Chemical and Agricultural Products. From 1996 to 1998, he served as Vice President, Hospital Products Business Sector. In 1996, he served as Divisional Vice President, Hospital Products Business Sector Sales.
Gary L. Flynn	Mr. Flynn has served as Senior Vice President, Ross Products for Abbott since 2001. From 1999 to 2001, he served as Vice President and Controller. From 1996 to 1999, he served as Divisional Vice President and Controller, Ross Products.
Thomas C. Freyman	Mr. Freyman has served as Senior Vice President, Finance and Chief Financial Officer for Abbott since 2001. From 1999 to 2001, he served as Vice President, Hospital Products Controller. From 1996 to 1999, he served as Vice President and Treasurer. Mr. Freyman has served as Vice President and director of Rainbow Acquisition Corp. since its formation in October 2001.
David B. Goffredo	Mr. Goffredo has served as Senior Vice President, Pharmaceutical Operations for Abbott since 2001. From 1998 to 2001, he served as Vice President, European Operations. From 1996 to 1998, he served as Vice President, Pharmaceutical Products, Marketing and Sales.
Richard A. Gonzalez	Mr. Gonzalez has served as Executive Vice President, Medical Products for Abbott since 2000. From 1998 to 2000, he served as Senior Vice President, Hospital Products. From 1996 to 1998, he served as Vice President, Abbott HealthSystems.
Greg W. Linder	Mr. Linder has served as Vice President and Controller for Abbott since 2001. From 1999 to 2001, he served as Vice President and Treasurer. From 1996 to 1999, he served as Divisional Vice President and Controller, Hospital Products. In 1996, he served as Assistant Controller, Corporate Finance.
Thomas M. Wascoe	Mr. Wascoe has served as Senior Vice President of Human Resources for Abbott since 1999. From 1996 to 1999, he served as Divisional Vice President, Human Resources, Diagnostic Products.
Lance B. Wyatt	Mr. Wyatt has served as Senior Vice President, Specialty Products for Abbott since 2000. From 1996 to 2000, he served as Vice President, Corporate Engineering.

2. Directors and Executive Officers of the Purchaser. The following table sets forth the name, present principal occupation or employment and past material occupations, positions, offices or employment for each director for the past five (5) years and the name, citizenship, business address, business phone number, present principal occupation or employment and material occupations, positions, offices or employment for the past five (5) years of each of the executive officer of the Purchaser. The current business address of each person is 100 Abbott Park Road, Abbott Park, Illinois 60064-6400 and the current phone number is (847) 937-6100. Unless otherwise indicated, each such person is a citizen of the United States of America.

Name and Address	Present Principal Occupation or Employment; Material Positions Held During the Past Five Years
Thomas C. Freyman	Mr. Freyman has served as Senior Vice President, Finance and Chief Financial Officer for Abbott since 2001. From 1999 to 2001, he served as Vice President, Hospital Products Controller. From 1996 to 1999, he served as Vice President and Treasurer. Mr. Freyman has served as Vice President and director of Rainbow Acquisition Corp. since its formation in October 2001.
Thomas D. Brown	Mr. Brown has served as Senior Vice President, Diagnostic Operations for Abbott since 1998. From 1996 to

	1998, he served as Vice President, Diagnostic Commercial Operations. Mr. Brown has served as President of Rainbow Acquisition Corp. since its formation in October 2001.
Honey Lynn Goldberg	Ms. Goldberg has served as Divisional Vice President, Domestic Legal Operations and Assistant Secretary of Abbott since 1996. Ms. Goldberg has served as Secretary of Rainbow Acquisition Corp. since its formation in October 2001.
Terrence C. Kearney	Mr. Kearney has served as Divisional Vice President and Controller, Abbott International Division since 1996. Effective November 1, 2001, he is scheduled to become Vice President and Treasurer for Abbott. Mr. Kearney has served as Treasurer of Rainbow Acquisition Corp. since its formation in October 2001.
John F. Lussen	Mr. Lussen has served as Vice President, Taxes for Abbott since 1996. Mr. Lussen has served as Vice President, Taxes of Rainbow Acquisition Corp. since its formation in October 2001.
Brian J. Smith	Mr. Smith has served as Divisional Vice President, Domestic Legal Operations and Assistant Secretary of Abbott since 1996. Mr. Smith has served as Assistant Secretary of Rainbow Acquisition Corp. since its formation in October 2001.

Manually signed facsimiles of the Letter of Transmittal, properly completed, will be accepted. The Letter of Transmittal and certificates evidencing Shares and any other required documents should be sent or delivered by each stockholder or its, his or her broker, dealer, commercial bank, trust company or other nominee to the Depositary at one of its addresses set forth below:

The Depositary for the Offer is:

EQUISERVE

By Manually Signed Facsimile Transmission
(for Eligible Institutions only):
(781) 575-2901
Confirm by Telephone:
(781) 575-3910

By Overnight Courier:
EquiServe Trust Company, N.A.
Attn: Corporate Actions
150 Royall St.
Canton, MA 02021

By Mail:
EquiServe Trust Company, N.A.
P.O. Box 43014
Providence, RI 02940-3014

By Hand:
Securities Transfer & Reporting Services, Inc.
c/o EquiServe Limited Partnership
100 Williams Street Galleria
New York, NY 10038

Other Information:

Questions or requests for assistance may be directed to the Information Agent or the Dealer Manager at their respective addresses and telephone numbers listed below. Additional copies of this Offer to Purchase, the Letter of Transmittal and the Notice of Guaranteed Delivery may be obtained from the Information Agent. Stockholders may also contact brokers, dealers, commercial banks or trust companies for assistance concerning the Offer.

The Information Agent for the Offer is:

Georgeson Shareholder

17 State Street, 10th Floor
New York, New York 10004
Banks and Brokers call collect: (212) 440-9800
All Others Call Toll Free: (800) 223-2064

The Dealer Manager for the Offer is:

Goldman, Sachs & Co.

85 Broad Street
New York, New York 10004
(212) 902-1000 (Call Collect)
(800) 323-5678 (Call Toll Free)

QuickLinks -- Click here to rapidly navigate through this document

Letter of Transmittal
to Tender Shares of Common Stock
of
VYSIS, INC.
Pursuant to the Offer to Purchase dated October 31, 2001
by
RAINBOW ACQUISITION CORP.
a wholly owned subsidiary of
ABBOTT LABORATORIES

THE OFFER AND WITHDRAWAL RIGHTS WILL EXPIRE AT 12:00 MIDNIGHT, NEW YORK CITY TIME, ON THURSDAY, NOVEMBER 29, 2001, UNLESS THE OFFER IS EXTENDED.

The Depositary for the Offer is:
EquiServe Trust Company, N.A.

By Mail:	***By Overnight Courier:***	***By Hand:***
EquiServe Trust Company, N.A. P.O. Box 43014 Providence, RI 02940-3014	EquiServe Trust Company, N.A. Attn: Corporate Actions 150 Royall St. Canton, MA 02021	Securities Transfer & Reporting Services, Inc. c/o EquiServe Limited Partnership 100 Williams Street Galleria New York, NY 10038

By Manually Signed Facsimile Transmission:
(for Eligible Institutions only)
(781) 575-2901
Confirm Facsimile By Telephone:
(781) 575-3910

DELIVERY OF THIS LETTER OF TRANSMITTAL TO AN ADDRESS OTHER THAN AS SET FORTH ABOVE, OR TRANSMISSION OF INSTRUCTIONS VIA FACSIMILE TO A NUMBER OTHER THAN AS SET FORTH ABOVE, WILL NOT CONSTITUTE A VALID DELIVERY TO THE DEPOSITARY. YOU MUST SIGN THIS LETTER OF TRANSMITTAL IN THE APPROPRIATE SPACE PROVIDED THEREFOR BELOW, WITH SIGNATURE GUARANTEE IF REQUIRED, AND COMPLETE THE SUBSTITUTE FORM W-9 SET FORTH BELOW. THE INSTRUCTIONS CONTAINED WITHIN THIS LETTER OF TRANSMITTAL SHOULD BE READ CAREFULLY BEFORE THIS LETTER OF TRANSMITTAL IS COMPLETED.

DESCRIPTION OF SHARES TENDERED

Name(s) and Address(es) of Registered Holder(s) (Please fill in, if blank, exactly as name(s) appear(s) on Share Certificate(s))	**Shares Certificate(s) and Share(s) Tendered (Please attach additional signed list, if necessary)**		
	Shares Certificate Number(s)(1)	**Total Number of Shares Represented by Certificate(s)(1)**	**Number of Shares Tendered(2)**
		Total Shares Tendered:	

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(1) Need not be completed by stockholders who deliver Shares by book-entry transfer.

(2) Unless otherwise indicated, all Shares represented by certificates delivered to the Depositary will be deemed to have been tendered. See Instruction 4.

This Letter of Transmittal is to be used by stockholders of Vysis, Inc. (the "Company"), if certificates for Shares (as defined below) are to be forwarded herewith or, unless an Agent's Message (as defined in Section 2 of the Offer to Purchase) is utilized, if delivery of Shares is to be made by book-entry transfer to an account maintained by the Depositary at the Book-Entry Transfer Facility (as defined in Section 2 of the Offer to Purchase and pursuant to the procedures set forth in Section 3 thereof).

Stockholders whose certificates for Shares ("Share Certificates") are not immediately available, or who cannot complete the procedure for book-entry transfer on a timely basis, or who cannot deliver all other required documents to the Depositary prior to the Expiration Date (as defined in Section 1 of the Offer to Purchase), must tender their Shares according to the guaranteed delivery procedure set forth in Section 3 of the Offer to Purchase in order to participate in the Offer. See Instruction 2. DELIVERY OF DOCUMENTS TO THE BOOK-ENTRY TRANSFER FACILITY WILL NOT CONSTITUTE DELIVERY TO THE DEPOSITARY.

TENDER OF SHARES

/ / **CHECK HERE IF TENDERED SHARES ARE BEING DELIVERED BY BOOK-ENTRY TRANSFER TO THE DEPOSITARY'S ACCOUNT AT THE BOOK-ENTRY TRANSFER FACILITY AND COMPLETE THE FOLLOWING (ONLY PARTICIPANTS IN THE BOOK-ENTRY TRANSFER FACILITY MAY DELIVER SHARES BY BOOK-ENTRY TRANSFER):**

Name of Tendering Institution:

Account Number:

Transaction Code Number:

/ / **CHECK HERE IF TENDERED SHARES ARE BEING DELIVERED PURSUANT TO A NOTICE OF GUARANTEED DELIVERY PREVIOUSLY SENT TO THE DEPOSITARY AND COMPLETE THE FOLLOWING:**

Name(s) of Registered Holder(s):

Window Ticket Number (if any):

Date of Execution of Notice of Guaranteed Delivery:

Name of Eligible Institution that Guaranteed Delivery:

If delivery is by book-entry transfer, provide the following:

Account Number:

Transaction Code Number:

NOTE: SIGNATURES MUST BE PROVIDED BELOW
PLEASE READ THE INSTRUCTIONS SET FORTH IN THIS LETTER OF TRANSMITTAL CAREFULLY

Ladies and Gentlemen:

The undersigned hereby tenders to Rainbow Acquisition Corp., a Delaware corporation (the "Purchaser") and a wholly owned subsidiary of Abbott Laboratories, an Illinois corporation ("Abbott"), the above-described shares of common stock, par value $.001 per share (the "Shares") of Vysis, Inc., a Delaware corporation (the "Company"), pursuant to the Purchaser's offer to purchase all outstanding Shares, at a purchase price of $30.50 per Share, net to the seller in cash

(the "Offer Price"), upon the terms and subject to the conditions set forth in the Offer to Purchase dated October 31, 2001, and in this Letter of Transmittal (which together with any amendments or supplements thereto or hereto, collectively constitute the "Offer").

Upon the terms and subject to the conditions of the Offer (and if the Offer is extended or amended, the terms of any such extension or amendment), and effective upon acceptance for payment of the Shares tendered herewith in accordance with the terms of the Offer, the undersigned hereby sells, assigns and transfers to or upon the order of the Purchaser all right, title and interest in and to all of the Shares that are being tendered hereby (and any and all dividends, distributions, rights, other Shares or other securities issued or issuable in respect thereof on or after the date hereof (collectively, "Distributions")) and irrevocably constitutes and appoints EquiServe Trust Company, N.A. (the "Depositary") the true and lawful agent and attorney-in-fact of the undersigned with respect to such Shares (and any and all Distributions), with full power of substitution (such power of attorney being deemed to be an irrevocable power coupled with an interest), to (i) deliver certificates for such Shares (and any and all Distributions) or transfer ownership of such Shares (and any and all Distributions) on the account books maintained by the Book-Entry Transfer Facility, together, in any such case, with all accompanying evidences of transfer and authenticity, to or upon the order of the Purchaser, (ii) present such Shares (and any and all Distributions) for transfer on the books of the Company and (iii) receive all benefits and otherwise exercise all rights of beneficial ownership of such Shares (and any and all Distributions), all in accordance with the terms of the Offer.

By executing this Letter of Transmittal, the undersigned hereby irrevocably appoints Richard A. Gonzalez, Thomas D. Brown and Jose M. de Lasa, and each of them, and any other designees of the Purchaser, the attorneys-in-fact and proxies of the undersigned, each with full power of substitution, (i) to vote at any annual or special meeting of the Company's stockholders or any adjournment or postponement thereof or otherwise in such manner as each such attorney-in-fact and proxy or its, his or her substitute shall in its, his or her sole discretion deem proper with respect to, (ii) to execute any written consent concerning any matter as each such attorney-in-fact and proxy or its, his or her substitute shall in its, his or her sole discretion deem proper with respect to and (iii) to otherwise act as each such attorney-in-fact and proxy or its, his or her substitute shall in its, his or her sole discretion deem proper with respect to, all of the Shares (and any and all Distributions) tendered hereby and accepted for payment by the Purchaser. This appointment will be effective if and when, and only to the extent that, the Purchaser accepts such Shares for payment pursuant to the Offer. This power of attorney and proxy are irrevocable and are granted in consideration of the acceptance for payment of such Shares in accordance with the terms of the Offer. Such acceptance for payment shall, without further action, revoke any prior powers of attorney and proxies granted by the undersigned at any time with respect to such Shares (and any and all Distributions), and no subsequent powers of attorney, proxies, consents or revocations may be given by the undersigned with respect thereto (and, if given, will not be deemed effective). The Purchaser reserves the right to require that, in order for the Shares to be deemed validly tendered, immediately upon the Purchaser's acceptance for payment of such Shares, the Purchaser must be able to exercise full voting, consent and other rights with respect to such Shares (and any and all Distributions), including voting at any meeting of the Company's stockholders.

The undersigned hereby represents and warrants that the undersigned has full power and authority to tender, sell, assign and transfer the Shares tendered hereby (and any and all Distributions) and that, when the same are accepted for payment by the Purchaser, the Purchaser will acquire good, marketable and unencumbered title to such Shares (and any and all Distributions), free and clear of all liens, restrictions, charges and encumbrances and the same will not be subject to any adverse claims. The undersigned will, upon request, execute and deliver any additional documents deemed by the Depositary or the Purchaser to be necessary or desirable to complete the sale, assignment and transfer of the Shares tendered hereby (and any and all Distributions). In addition, the undersigned shall remit and transfer promptly to the Depositary for the account of the Purchaser all Distributions in respect of the Shares tendered hereby, accompanied by appropriate documentation of transfer, and, pending such remittance and transfer or appropriate assurance thereof, the Purchaser shall be entitled to all rights and privileges as owner of each such Distribution and may withhold the entire purchase price of the Shares tendered hereby or deduct from such purchase price the amount or value of such Distribution as determined by the Purchaser in its sole discretion.

All authority herein conferred or agreed to be conferred shall survive the death or incapacity of the undersigned, and any obligation of the undersigned hereunder shall be binding upon the heirs, executors, administrators, personal representatives, trustees in bankruptcy, successors and assigns of the undersigned. Except as stated in the Offer to Purchase, this tender is irrevocable.

The undersigned understands that the valid tender of the Shares pursuant to any one of the procedures described in Section 3 of the Offer to Purchase and in the Instructions hereto will constitute a binding agreement between the undersigned and the Purchaser upon the terms and subject to the conditions of the Offer (and if the Offer is extended or amended, the terms or conditions of any such extension or amendment). Without limiting the foregoing, if the price to be paid in the Offer is amended in accordance with the Merger Agreement, the price to be paid to the undersigned will be the amended price notwithstanding the fact that a different price is stated in this Letter of Transmittal. The undersigned recognizes that under certain circumstances set forth in the Offer to Purchase, the Purchaser may not be required to accept for payment any of the Shares tendered hereby.

Unless otherwise indicated under "Special Payment Instructions," please issue the check for the purchase price of all of the Shares purchased and, if appropriate, return any certificates for the Shares not tendered or accepted for payment in the name(s) of the registered holder(s) appearing above under "Description of Shares Tendered." Similarly, unless otherwise indicated under "Special Delivery Instructions," please mail the check for the purchase price of all of the Shares purchased and, if appropriate, return any certificates for the Shares not tendered or not accepted for payment (and any accompanying documents, as appropriate) to the address(es) of the registered holder(s) appearing above under "Description of Shares Tendered." In the event that the boxes entitled "Special Payment Instructions" and "Special Delivery Instructions" are both completed, please issue the check for the purchase price of all Shares purchased and, if appropriate, return any certificates evidencing Shares not tendered or not accepted for payment (and any accompanying documents, as appropriate) in the name(s) of, and deliver such check and, if appropriate, return any such certificates (and any accompanying documents, as appropriate) to, the person(s) so indicated. Unless otherwise indicated herein in the box entitled "Special Payment Instructions," please credit any Shares tendered herewith by book-entry transfer that are not accepted for payment by crediting the account at the Book-Entry Transfer Facility designated above. The undersigned recognizes that the Purchaser has no obligation, pursuant to the "Special Payment Instructions," to transfer any Shares from the name of the registered holder thereof if the Purchaser does not accept for payment any of the Shares so tendered.

SPECIAL PAYMENT INSTRUCTIONS
(See Instructions 1, 5, 6 and 7)

To be completed ONLY if the check for the purchase price of Shares accepted for payment and/or Share Certificates not tendered or accepted for payment are to be issued in the name of someone other than the undersigned.

Issue: / / Check

/ / Certificate(s) to

Name

(Please Print)

Address

(Include Zip Code)

(Taxpayer Identification or Social Security Number)

(Also Complete Substitute Form W-9 Below)

Account Number:

SPECIAL DELIVERY INSTRUCTIONS
(See Instructions 1, 5, 6 and 7)

To be completed ONLY if the check for the purchase price of Shares accepted for payment and/or Share Certificates not tendered or accepted for payment are to be sent to someone other than the undersigned or to the undersigned at an address other than that shown under "Description of Shares Tendered."

Mail: / / Check

/ / Certificate(s) to

Name

(Please Print)

Address

(Include Zip Code)

(Taxpayer Identification or Social Security Number)

(Also Complete Substitute Form W-9 Below)

IMPORTANT
STOCKHOLDER: SIGN HERE
(Please Complete Substitute Form W-9 Included Herein)

(Signature(s) of Owner(s))

Name(s)

Capacity (Full Title)

(See Instructions)

Address

(Include Zip Code)

Area Code and Telephone Number

Taxpayer Identification or
Social Security Number

(See Substitute Form W-9)

Dated:

, 2001

(Must be signed by the registered holder(s) exactly as name(s) appear(s) on stock certificate(s) or on a security position listing or by the person(s) authorized to become registered holder(s) by certificates and documents transmitted herewith. If signature is by a trustee, executor, administrator, guardian, attorney-in-fact, officer of a corporation or other person acting in a fiduciary or representative capacity, please set forth full title and see Instruction 5.)

GUARANTEE OF SIGNATURE(S)
(If required—See Instructions 1 and 5)

Authorized Signature(s)

Name

Name of Firm

Address

(Include Zip Code)

Area Code and Telephone Number

Dated:

, 2001

INSTRUCTIONS
FORMING PART OF THE TERMS AND CONDITIONS OF THE OFFER

1. *Guarantee of Signatures.* No signature guarantee is required on this Letter of Transmittal (a) if this Letter of Transmittal is signed by the registered holder(s) (which term, for purposes of this Section, includes any participant in the Book-Entry Transfer Facility's systems whose name(s) appear(s) on a security position listing as the owner(s) of the Shares) of Shares tendered herewith, unless such registered holder(s) has completed either the box entitled "Special Payment Instructions" or the box entitled "Special Delivery Instructions" on the Letter of Transmittal or (b) if such Shares are tendered for the account of a financial institution (including most commercial banks, savings and loan associations and brokerage houses) that is a participant in the Security Transfer Agents Medallion Program or by any other "eligible guarantor institution," as such term is defined in Rule 17Ad-15 under the Exchange Act (each, an "Eligible Institution"). In all other cases, all signatures on this Letter of Transmittal must be guaranteed by an Eligible Institution. See Instruction 5.

2. *Requirements of Tender.* This Letter of Transmittal is to be completed by stockholders if certificates are to be forwarded herewith or, unless an Agent's Message is utilized, if tenders are to be made pursuant to the procedure for tender by book-entry transfer set forth in Section 3 of the Offer to Purchase. Share Certificates evidencing tendered Shares, or timely confirmation of a book-entry transfer of Shares (a "Book-Entry Confirmation") into the Depositary's account at the Book-Entry Transfer Facility, as well as this Letter of Transmittal (or a manually signed facsimile hereof), properly completed and duly executed, with any required signature guarantees, or an Agent's Message in connection with a book-entry transfer, and any other documents required by this Letter of Transmittal, must be received by the Depositary at one of its addresses set forth herein prior to the Expiration Date (as defined in Section 1 of the Offer to Purchase). Stockholders whose Share Certificates are not immediately available, or who cannot complete the procedure for delivery by book-entry transfer on a timely basis or who cannot deliver all other required documents to the Depositary prior to the Expiration Date, may tender their Shares by properly completing and duly executing a Notice of Guaranteed Delivery pursuant to the guaranteed delivery procedure set forth in Section 3 of the Offer to Purchase. Pursuant to such procedure: (i) such tender must be made by or through an Eligible Institution; (ii) a properly completed and duly executed Notice of Guaranteed Delivery, substantially in the form made available by the Purchaser, must be received by the Depositary prior to the Expiration Date and (iii) the Share Certificates (or a Book-Entry Confirmation) evidencing all tendered Shares, in proper form for transfer, in each case together with this Letter of Transmittal (or a manually signed facsimile hereof), properly completed and duly executed, with any required signature guarantees (or, in the case of a book-entry delivery, an Agent's Message) and any other documents required by this Letter of Transmittal, must be received by the Depositary within three trading days after the date of execution of such Notice of the Guaranteed Delivery. If Share Certificates are forwarded separately to the Depositary, a properly completed and duly executed Letter of Transmittal must accompany each such delivery.

THE METHOD OF DELIVERY OF THIS LETTER OF TRANSMITTAL, SHARE CERTIFICATES AND ALL OTHER REQUIRED DOCUMENTS, INCLUDING DELIVERY THROUGH THE BOOK-ENTRY TRANSFER FACILITY, IS AT THE OPTION AND THE RISK OF THE TENDERING STOCKHOLDER AND THE DELIVERY WILL BE DEEMED MADE ONLY WHEN ACTUALLY RECEIVED BY THE DEPOSITARY (INCLUDING, IN THE CASE OF BOOK-ENTRY TRANSFER, BY BOOK-ENTRY CONFIRMATION). IF DELIVERY IS BY MAIL, REGISTERED MAIL WITH RETURN RECEIPT REQUESTED, PROPERLY INSURED, IS RECOMMENDED. IN ALL CASES, SUFFICIENT TIME SHOULD BE ALLOWED TO ENSURE TIMELY DELIVERY.

No alternative, conditional or contingent tenders will be accepted. All tendering stockholders, by execution of this Letter of Transmittal (or a manually signed facsimile hereof), waive any right to receive any notice of the acceptance of their Shares for payment.

3. *Inadequate Space.* If the space provided herein is inadequate, the Share Certificate numbers and/or the number of Shares and any other required information should be listed on a separate signed schedule attached hereto.

4. *Partial Tenders (not applicable to stockholders who tender by book-entry transfer).* If fewer than all of the Shares evidenced by any Share Certificate are to be tendered, fill in the number of Shares that are to be tendered in the box entitled "Number of Shares Tendered." In this case, new Share Certificates for the Shares that were evidenced by your old Share Certificates, but were not tendered by you, will be sent to you, unless otherwise provided in the appropriate box on this Letter of Transmittal, as soon as practicable after the Expiration Date. All Shares represented by Share Certificates delivered to the Depositary will be deemed to have been tendered unless otherwise indicated.

5. *Signatures on Letter of Transmittal, Stock Powers and Endorsements.* If this Letter of Transmittal is signed by the registered holder(s) of the Shares tendered hereby, the signature(s) must correspond with the name(s) as written on the face of the Share Certificate(s) without alteration, enlargement or any change whatsoever.

If any of the Shares tendered hereby are held of record by two or more joint owners, all such owners must sign this Letter of Transmittal.

If any of the tendered Shares are registered in different names on several Share Certificates, it will be necessary to complete, sign and submit as many separate Letters of Transmittal as there are different registrations.

If this Letter of Transmittal or any Share Certificates or stock powers are signed by a trustee, executor, administrator, guardian, attorney-in-fact, officer of a corporation or other person acting in a fiduciary or representative capacity, such person should so indicate when signing, and proper evidence satisfactory to the Purchaser of the authority of such person so to act must be submitted.

If this Letter of Transmittal is signed by the registered holder(s) of the Shares listed and transmitted hereby, no endorsements of Share Certificates or separate stock powers are required unless payment is to be made or Share Certificate(s)

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not tendered or not accepted for payment are to be issued in the name of any person(s) other than the registered holder(s). Signatures on any such Share Certificates or stock powers must be guaranteed by an Eligible Institution.

If this Letter of Transmittal is signed by a person other than the registered holder(s) of the Share Certificate(s) listed and transmitted hereby, the Share Certificate(s) must be endorsed or accompanied by appropriate stock powers, in either case signed exactly as the name(s) of the registered holder(s) appear(s) on the Share Certificate(s). Signature(s) on any such Share Certificates or stock powers must be guaranteed by an Eligible Institution.

6. *Stock Transfer Taxes.* Except as otherwise provided in this Instruction 6, the Purchaser or any successor entity thereto will pay all stock transfer taxes with respect to the transfer and sale of any Shares to it or its order pursuant to the Offer. If, however, payment of the purchase price is to be made to, or if Share Certificate(s) for Shares not tendered or not accepted for payment are to be registered in the name of, any person(s) other than the registered holder(s), or if tendered Share Certificate(s) are registered in the name of any person(s) other than the person(s) signing this Letter of Transmittal, the amount of any stock transfer taxes (whether imposed on the registered holder(s) or such other person(s)) payable on account of the transfer to such other person(s) will be deducted from the purchase price of such Shares purchased unless evidence satisfactory to the Purchaser of the payment of such taxes, or exemption therefrom, is submitted.

Except as provided in this Instruction 6, it will not be necessary for transfer tax stamps to be affixed to the Share Certificate(s) evidencing the Shares tendered hereby.

7. *Special Payment and Delivery Instructions.* If a check is to be issued in the name of, and, if appropriate, Share Certificates for Shares not tendered or not accepted for payment are to be issued or returned to, any person(s) other than the signer of this Letter of Transmittal or if a check and, if appropriate, such Share Certificates are to be returned to any person(s) other than the person(s) signing this Letter of Transmittal or to an address other than that shown in this Letter of Transmittal, the appropriate boxes on this Letter of Transmittal must be completed.

8. *Substitute Form W-9.* To avoid backup withholding, a tendering stockholder is required to provide the Depositary with a correct Taxpayer Identification Number ("TIN") on Substitute Form W-9, which is provided under "Important Tax Information" below, and to certify, under penalties of perjury, that such number is correct and that such stockholder is not subject to backup withholding of federal income tax, and that such stockholder is a U.S. person (as defined for U.S. federal income tax purposes). If a tendering stockholder has been notified by the Internal Revenue Service ("IRS") that such stockholder is subject to backup withholding, such stockholder must cross out item (2) of the Certification box of the Substitute Form W-9, unless such stockholder has since been notified by the IRS that such stockholder is no longer subject to backup withholding. Failure to provide the information on the Substitute Form W-9 may subject the tendering stockholder to federal income tax withholding on the payment of the purchase price of all Shares purchased from such stockholder. If the tendering stockholder has not been issued a TIN and has applied for one or intends to apply for one in the near future, such stockholder should write "Applied For" in the space provided for the TIN in Part I of the Substitute Form W-9, and sign and date the Substitute Form W-9. If "Applied For" is written in Part I and the Depositary is not provided with a TIN by the time of payment, the Depositary will withhold a portion of all payments of the purchase price to such stockholder until a TIN is provided to the Depositary.

Certain stockholders (including, among others, all corporations and certain foreign individuals and entities) may not be subject to backup withholding. Foreign stockholders should submit an appropriate and properly completed IRS Form W-8, a copy of which may be obtained from the Depositary, in order to avoid

backup withholding. Such stockholders should consult a tax advisor to determine which Form W-8 is appropriate. See the enclosed "Guidelines for Certification of Taxpayer Identification Number (TIN) on Substitute Form W-9" for more instructions.

9. *Requests for Assistance or Additional Copies.* Questions and requests for assistance or additional copies of the Offer to Purchase, this Letter of Transmittal, the Notice of Guaranteed Delivery, IRS Form W-8 and the "Guidelines for Certification of Taxpayer Identification Number (TIN) on Substitute Form W-9" may be directed to the Information Agent at the address and phone numbers set forth below, or from brokers, dealers, commercial banks or trust companies.

10. *Lost, Destroyed or Stolen Certificates.* If any certificate representing Shares has been lost, destroyed or stolen, the stockholder should promptly notify EquiServe Trust Company, N.A., in its capacity as transfer agent for the Shares (toll free telephone number: (800) 446-2617). The stockholder will then be instructed as to the steps that must be taken in order to replace the certificate. **This Letter of Transmittal and related documents cannot be processed until the procedures for replacing lost or destroyed certificates have been followed.**

IMPORTANT: THIS LETTER OF TRANSMITTAL (OR A MANUALLY SIGNED FACSIMILE HEREOF) TOGETHER WITH ANY REQUIRED SIGNATURE GUARANTEES, OR, IN THE CASE OF A BOOK-ENTRY TRANSFER, AN AGENT'S MESSAGE, AND ANY OTHER REQUIRED DOCUMENTS, MUST BE RECEIVED BY THE DEPOSITARY PRIOR TO THE EXPIRATION DATE AND EITHER CERTIFICATES FOR TENDERED SHARES MUST BE RECEIVED BY THE DEPOSITARY OR SHARES MUST BE DELIVERED PURSUANT TO THE PROCEDURES FOR BOOK-ENTRY TRANSFER, IN EACH CASE PRIOR TO THE EXPIRATION DATE.

IMPORTANT TAX INFORMATION

Under federal income tax law, a stockholder who is a U.S. person (as defined for U.S. federal income tax purposes) surrendering Shares must, unless an exemption applies, provide the Depositary (as payer) with the stockholder's correct TIN on IRS Form W-9 or on the Substitute Form W-9 included in this Letter of Transmittal. If the stockholder is an individual, the stockholder's TIN is such stockholder's Social Security number. If the correct TIN is not provided, the stockholder may be subject to a $50 penalty imposed by the IRS and payments of cash to the stockholder (or other payee) pursuant to the Offer may be subject to backup withholding of a portion of all payments of the purchase price.

Certain stockholders (including, among others, corporations and certain foreign individuals and entities) may not be subject to backup withholding and reporting requirements. In order for an exempt foreign stockholder to avoid backup withholding, such person should complete, sign and submit an appropriate Form W-8 signed under penalties of perjury, attesting to his or her exempt status. A Form W-8 can be obtained from the Depositary. Exempt stockholders, other than foreign stockholders, should furnish their TIN, write "Exempt" in Part II of the Substitute Form W-9 and sign, date and return the Substitute Form W-9 to the Depositary in order to avoid erroneous backup withholding. Such stockholders should consult a tax advisor to determine which Form W-8 is appropriate. See the enclosed "Guidelines for Certification of Taxpayer Identification Number (TIN) on Substitute Form W-9" for additional instructions.

If backup withholding applies, the Depositary is required to withhold and pay over to the IRS a portion of any payment made to a stockholder. Backup withholding is not an additional tax. Rather, the federal income tax liability of persons subject to backup withholding will be reduced by the amount of tax withheld. If backup withholding results in an overpayment of taxes, a refund may be obtained from the Internal Revenue Service.

Purpose of Substitute Form W-9

To prevent backup withholding on payments that are made to a stockholder with respect to Shares purchased pursuant to the Offer, the stockholder is required to notify the Depositary of the stockholder's correct TIN by completing the Substitute Form W-9 included in this Letter of Transmittal certifying (1) that the TIN provided on the Substitute Form W-9 is correct (or that such stockholder is awaiting a TIN) (2) that the stockholder is not subject to backup withholding because (i) the stockholder is exempt from backup withholding, (ii) the stockholder has not been notified by the IRS that the stockholder is subject to backup withholding as a result of a failure to report all interest and dividends or (iii) the IRS has notified the stockholder that the stockholder is no longer subject to backup withholding and (3) the stockholder is a U.S. person (as defined for U.S. federal income tax purposes).

What Number to Give the Depositary

The tendering stockholder is required to give the Depositary the TIN, generally the Social Security number or employer identification number, of the record holder of the Shares tendered hereby. If the Shares are in more than one name or are not in the name of the actual owner, consult the enclosed "Guidelines for Certification of Taxpayer Identification Number (TIN) on Substitute Form W-9" for additional guidance on which number to report. If the tendering stockholder has not been issued a TIN and has applied for a number or intends to apply for a number in the near future, he or she should write "Applied For" in the space provided for the TIN in Part I, sign and date the Substitute Form W-9 and sign and date the Certificate of Awaiting Taxpayer Identification Number, which appears in a separate box below the Substitute Form W-9. If "Applied For" is written in Part I and the Depositary is not provided with a TIN by the time of payment, the Depositary will withhold a portion of all payments of the purchase price until a TIN is provided to the Depositary. If the Depositary is provided with an incorrect TIN in connection with such payments, the stockholder may be subject to a $50.00 penalty imposed by the IRS.

PAYER'S NAME: EQUISERVE TRUST COMPANY, N.A.

SUBSTITUTE **FORM W-9** **Department of the Treasury** **Internal Revenue Service**	**Part I:** Taxpayer Identification Number—For all accounts, enter Taxpayer Identification Number in the box at right. (For most individuals, this is your Social Security number. If you do not have a number, see Obtaining a Number in the enclosed *Guidelines for Certification of Taxpayer Identification Number (TIN) on Substitute Form W-9* (the "Guidelines").) Certify by signing and dating below.	Social Security Number OR Other Taxpayer Identification Number

Payer's Request for Taxpayer Identification Number (TIN)

Please fill in your name and address below.

Note: If the account is in more than one name, check in the enclosed Guidelines to determine which number to give the payer.

(If awaiting TIN, write "Applied For")

Name

Address (number and street)

City, State and Zip Code

Part II: For payees exempt from backup withholding, see the enclosed Guidelines and complete as instructed therein.

Part III: *Certification — Under penalties of perjury, I certify that:*
(1) The number shown on this form is my correct Taxpayer Identification Number (or I am waiting for a number to be issued to me);
(2) I am not subject to backup withholding either because (a) I am exempt from backup withholding, (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
(3) I am a U.S. person (as defined for United States federal income tax purposes).
Certification Instructions — You must cross out item (2) in Part III above if you have been notified by the IRS that you are subject to backup withholding because of underreporting interest or dividends on your tax return. However, if, after being notified by the IRS that you were subject to backup withholding, you received another notification from the IRS that you are no longer subject to backup withholding, do not cross out item (2). (Also see instructions in the enclosed Guidelines.)

The Internal Revenue Service does not require your consent to any provision of this document other than the certifications required to avoid backup withholding.

Signature _____ Date _____

NOTE: **FAILURE TO COMPLETE AND RETURN THIS FORM MAY RESULT IN BACKUP WITHHOLDING OF A PORTION OF ANY PAYMENTS MADE TO YOU PURSUANT TO THE OFFER. PLEASE REVIEW THE ENCLOSED GUIDELINES FOR CERTIFICATION OF TAXPAYER IDENTIFICATION NUMBER ON SUBSTITUTE FORM W-9 FOR ADDITIONAL INFORMATION.**

YOU MUST COMPLETE THE FOLLOWING CERTIFICATE IF YOU ARE AWAITING (OR WILL SOON APPLY FOR) A TAXPAYER IDENTIFICATION NUMBER.

CERTIFICATE OF AWAITING TAXPAYER IDENTIFICATION NUMBER

I certify under penalties of perjury that a Taxpayer Identification Number has not been issued to me, and either (a) I have mailed or delivered an application to receive a Taxpayer Identification Number to the appropriate Internal Revenue Service Center or Social Security Administration Office or (b) I intend to mail or deliver an application in the near future. I understand that if I do not provide a Taxpayer Identification Number by the time of payment, a portion of all reportable payments made to me thereafter may be withheld until I provide a number.

Signature _____ Date _____

MANUALLY SIGNED FACSIMILE COPIES OF THE LETTER OF TRANSMITTAL WILL BE ACCEPTED. THE LETTER OF TRANSMITTAL, CERTIFICATES FOR SHARES AND ANY OTHER REQUIRED DOCUMENTS SHOULD BE SENT OR DELIVERED BY EACH STOCKHOLDER OF THE COMPANY OR SUCH STOCKHOLDER'S BROKER, DEALER, COMMERCIAL BANK, TRUST COMPANY OR OTHER NOMINEE TO THE DEPOSITARY AT ONE OF ITS ADDRESSES SET FORTH ON THE FIRST PAGE.

Questions and requests for assistance or for additional copies of the Offer to Purchase, the Letter of Transmittal, the Notice of Guaranteed Delivery and other tender offer materials may be directed to the Information Agent at its telephone numbers and location listed below, and will be furnished promptly at the Purchaser's expense. You may also contact your broker, dealer, commercial bank, trust company or other nominee for assistance concerning the Offer.

The Information Agent for the Offer is:

Georgeson Shareholder

17 State Street
10th Floor
New York, New York 10004
(800) 223-2064
Banks and Brokers Call Collect
(212) 440-9800

The Dealer Manager for the Offer is:

Goldman, Sachs & Co.

85 Broad Street
New York, New York 10004
(212) 902-1000 (Call Collect)
(800) 323-5678 (Call Toll Free)

QuickLinks

Notice of Guaranteed Delivery

(Not To Be Used For Signature Guarantees)

For Tender of Shares of Common Stock

of

VYSIS, INC.

to

RAINBOW ACQUISITION CORP.

a wholly owned subsidiary of

ABBOTT LABORATORIES

THE OFFER AND WITHDRAWAL RIGHTS WILL EXPIRE AT 12:00 MIDNIGHT, NEW YORK CITY TIME, ON THURSDAY, NOVEMBER 29, 2001, UNLESS THE OFFER IS EXTENDED.

This Notice of Guaranteed Delivery, or a form substantially equivalent hereto, must be used to accept the Offer (as defined below) if certificates for Shares (as defined below) are not immediately available, if the procedure for book-entry transfer cannot be completed on a timely basis, or if time will not permit all required documents to reach EquiServe Trust Company, N.A. (the "Depositary") prior to the Expiration Date (as defined in Section 1 of the Offer to Purchase). This form may be delivered by hand, transmitted by manually signed facsimile transmission or mailed (to the Depositary). See Section 3 of the Offer to Purchase.

The Depositary for the Offer is:
EquiServe Trust Company, N.A.

By Mail:	***By Overnight Courier:***	***By Hand:***
EquiServe Trust Company, N.A. P.O. Box 43014 Providence, RI 02940-3014	EquiServe Trust Company, N.A. Attn: Corporate Actions 150 Royall St. Canton, MA 02021	Securities Transfer & Reporting Services, Inc. c/o EquiServe Limited Partnership 100 Williams Street Galleria New York, NY 10038

By Facsimile Transmission:
(for Eligible Institutions only)
(781) 575-2901

Confirm Facsimile By Telephone:
(781) 575-3910

DELIVERY OF THIS NOTICE OF GUARANTEED DELIVERY TO AN ADDRESS OTHER THAN ONE SET FORTH ABOVE OR TRANSMISSION OF INSTRUCTIONS VIA FACSIMILE TO A NUMBER OTHER THAN THE FACSIMILE NUMBER SET FORTH ABOVE WILL NOT CONSTITUTE A VALID DELIVERY TO THE DEPOSITARY.

THIS NOTICE OF GUARANTEED DELIVERY TO THE DEPOSITARY IS NOT TO BE USED TO GUARANTEE SIGNATURES. IF A SIGNATURE ON A LETTER OF TRANSMITTAL IS REQUIRED TO BE GUARANTEED BY AN "ELIGIBLE INSTITUTION" (AS DEFINED IN THE OFFER TO PURCHASE) UNDER THE INSTRUCTIONS THERETO, SUCH SIGNATURE GUARANTEES MUST APPEAR IN THE APPLICABLE SPACE PROVIDED IN THE SIGNATURE BOX ON THE LETTER OF TRANSMITTAL.

The Eligible Institution that completes this form must communicate the guarantee to the Depositary and must deliver the Letter of Transmittal or an Agent's Message (as defined in the Offer to Purchase) and certificates for Shares to the Depositary within the time period shown herein. Failure to do so could result in a financial loss to such Eligible Institution.

THE GUARANTEE ON THE REVERSE SIDE MUST BE COMPLETED.

Ladies and Gentlemen:

The undersigned hereby tenders to Rainbow Acquisition Corp., a Delaware corporation and a wholly owned subsidiary of Abbott Laboratories, an Illinois corporation, upon the terms and subject to the conditions set forth in the Offer to Purchase dated October 31, 2001 (the "Offer to Purchase") and the related Letter of Transmittal (which, together with any amendments or supplements thereto, constitute the "Offer"), receipt of which is hereby acknowledged, the number of shares of common stock, par value $.001 per share (the "Shares"), of Vysis, Inc., a Delaware corporation (the "Company"), set forth below, pursuant to the guaranteed delivery procedures set forth in the Offer to Purchase.

Number of Shares Tendered: _____
Certificate No.(s) (if available):
_____
_____
/ / Check if Shares will be tendered by book-entry transfer
Name of Tendering Institution:
_____
Account No.: _____
Dated: _____ , 2001

Name(s) of Record Holder(s):
_____
_____
(Please Type or Print)
Address(es):
_____
_____
(Zip Code)
Area Code and Telephone No.(s):
_____
Signature(s):
_____
_____

GUARANTEE
(Not to be used for signature guarantee)

The undersigned, a firm that is a participant in the Securities Transfer Agents Medallion Program, or an "eligible guarantor institution" (as such term is defined in Rule 17Ad-15 under the Securities Exchange Act of 1934, as amended), hereby guarantees to deliver to the Depositary either the certificates evidencing all tendered Shares, in proper form for transfer, or to deliver Shares pursuant to the procedure for book-entry transfer into the Depositary's account at The Depository Trust Company (the "Book-Entry Transfer Facility"), in either case together with the Letter of Transmittal (or a manually signed facsimile thereof) properly completed and duly executed, with any required signature guarantees or an Agent's Message (as defined in the Offer to Purchase) in the case of a book-entry delivery, and any other required documents, all within three (3) trading days after the date hereof.

Name of Firm: _____

_____
(Authorized Signature)

Address: _____

_____
Zip Code

Title: _____

Name: _____
(Please Type or Print)

Area Code and Tel. No.: _____

Date: _____, 2001

NOTE: DO NOT SEND CERTIFICATES FOR SHARES WITH THIS NOTICE. CERTIFICATES FOR SHARES SHOULD BE SENT WITH YOUR LETTER OF TRANSMITTAL.

Offer To Purchase For Cash
All Outstanding Shares of Common Stock
of
VYSIS, INC.
at
$30.50 NET PER SHARE
by
RAINBOW ACQUISITION CORP.
a wholly owned subsidiary of
ABBOTT LABORATORIES

THE OFFER AND WITHDRAWAL RIGHTS WILL EXPIRE AT 12:00 MIDNIGHT, NEW YORK CITY TIME, ON THURSDAY, NOVEMBER 29, 2001, UNLESS THE OFFER IS EXTENDED.

October 31, 2001

To Brokers, Dealers, Commercial Banks, Trust Companies and Other Nominees:

We have been engaged by Rainbow Acquisition Corp., a Delaware corporation (the "Purchaser") and a wholly owned subsidiary of Abbott Laboratories, an Illinois corporation ("Abbott"), to act as Dealer Manager in connection with the Purchaser's offer to purchase all outstanding shares of common stock, par value $.001 per share (the "Shares"), of Vysis, Inc., a Delaware corporation (the "Company"), at a purchase price of $30.50 per Share, net to the seller in cash, upon the terms and subject to the conditions set forth in the Offer to Purchase dated October 31, 2001 (the "Offer to Purchase") and the related Letter of Transmittal (which, together with any amendments or supplements thereto, collectively constitute the "Offer") enclosed herewith.

The Offer is conditioned upon, among other things, (1) there being validly tendered and not withdrawn prior to the expiration of the Offer a number of Shares that, together with any other Shares then beneficially owned by Abbott or the Purchaser, represents at least 51% of the then outstanding Shares on a fully diluted basis, and (2) the waiting periods under the Hart-Scott-Rodino Antitrust Improvements Act of 1976, as amended, and the pre-merger notification requirements of Germany having expired or been terminated. See Section 15 of the Offer to Purchase for additional conditions to the Offer.

Please furnish copies of the enclosed materials listed below to those of your clients for whose accounts you hold Shares registered in your name or in the name of your nominee:

1. Offer to Purchase dated October 31, 2001;
2. Letter of Transmittal for your use in accepting the Offer and tendering Shares and for the information of your clients (manually signed facsimile copies of the Letter of Transmittal may be used to tender Shares);
3. Notice of Guaranteed Delivery to be used to accept the Offer if certificates for Shares are not immediately available or if such certificates and all other required documents cannot be delivered to EquiServe Trust Company, N.A. (the "Depositary") prior to the expiration of the Offer, or if the procedures for book-entry transfer cannot be completed on a timely basis;
4. A printed form of letter that may be sent to your clients for whose accounts you hold Shares registered in your name or in the name of your nominee, with space provided for obtaining such clients' instructions with regard to the Offer;
5. The letter to stockholders of the Company from John L. Bishop, President and Chief Executive Officer of the Company, accompanied by the Company's Solicitation/Recommendation Statement on Schedule 14D-9 filed with the Securities and Exchange Commission by the Company; and

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6. Guidelines of the Internal Revenue Service for Certification of Taxpayer Identification Number (TIN) on Substitute Form W-9.

The Board of Directors of the Company (i) determined that the terms of the Offer and the Merger are fair to and in the best interests of the Company and its stockholders, (ii) approved and declared advisable the Merger Agreement (as defined below) and the transactions contemplated thereby, and (iii) recommends that the Company's stockholders accept the Offer and tender their Shares pursuant to the Offer.

The Offer is being made pursuant to an Agreement and Plan of Merger, dated as of October 24, 2001 (the "Merger Agreement"), by and among Abbott, the Purchaser and the Company. The Merger Agreement provides for, among other things, the making of the Offer by the Purchaser, and further provides that the Purchaser will be merged with and into the Company (the "Merger") following the satisfaction or waiver of the conditions to the Merger set forth in the Merger Agreement. Following the Merger, the Company will continue as the surviving corporation, wholly owned by Abbott, and the separate corporate existence of the Purchaser will cease.

In connection with the Merger Agreement, Abbott and the Purchaser have entered into a Stockholder Agreement (the "Stockholder Agreement") with Amoco Technology Company ("ATC"), owner of approximately 64.7% of the outstanding Shares, and BP America Inc. in which ATC agreed to tender and not withdraw its Shares in the Offer.

In order to take advantage of the Offer, (i) a duly executed and properly completed Letter of Transmittal and any required signature guarantees, or an Agent's Message (as defined in the Offer to Purchase) in connection with a book-entry delivery of Shares, and other required documents should be sent to the Depositary

and (ii) certificates representing the tendered Shares should be delivered to the Depositary, or such Shares should be tendered by book-entry transfer into the Depositary's account maintained at the Book-Entry Transfer Facility (as described in the Offer to Purchase), all in accordance with the instructions set forth in the Letter of Transmittal and the Offer to Purchase.

Holders of Shares whose certificates for such Shares are not immediately available, who cannot complete the procedures for book-entry transfer on a timely basis, or who cannot deliver all other required documents to the Depositary prior to the Expiration Date (as defined in the Offer to Purchase) must tender their Shares according to the guaranteed delivery procedures set forth in Section 3 of the Offer to Purchase.

The Purchaser will not pay any fees or commissions to any broker or dealer or other person (other than the Depositary, the Information Agent, and the Dealer Manager as described in the Offer to Purchase) for soliciting tenders of Shares pursuant to the Offer. The Purchaser will, however, upon request, reimburse you for customary mailing and handling costs incurred by you in forwarding the enclosed materials to your clients. The Purchaser will pay or cause to be paid all stock transfer taxes applicable to its purchase of Shares pursuant to the Offer, except as otherwise provided in Instruction 6 of the Letter of Transmittal.

WE URGE YOU TO CONTACT YOUR CLIENTS AS PROMPTLY AS POSSIBLE. PLEASE NOTE THAT THE OFFER AND WITHDRAWAL RIGHTS WILL EXPIRE AT 12:00 MIDNIGHT, NEW YORK CITY TIME, ON THURSDAY, NOVEMBER 29, 2001, UNLESS THE OFFER IS EXTENDED.

Any inquiries you may have with respect to the Offer should be addressed to, and additional copies of the enclosed materials may be obtained from, the Information Agent or the undersigned at the addresses and telephone numbers set forth on the back cover of the Offer to Purchase.

Very truly yours,
Goldman, Sachs & Co.

NOTHING CONTAINED HEREIN OR IN THE ENCLOSED DOCUMENTS SHALL CONSTITUTE YOU OR ANY OTHER PERSON AS AN AGENT OF ABBOTT, THE PURCHASER, THE COMPANY, THE DEALER MANAGER, THE INFORMATION AGENT, THE DEPOSITARY OR ANY AFFILIATE OF ANY OF THE FOREGOING OR AUTHORIZE YOU OR ANY OTHER PERSON TO USE ANY DOCUMENT OR MAKE ANY STATEMENT ON BEHALF OF ANY OF THEM IN CONNECTION WITH THE OFFER OTHER THAN THE DOCUMENTS ENCLOSED HEREWITH AND THE STATEMENTS CONTAINED THEREIN.

Offer To Purchase For Cash
All Outstanding Shares of Common Stock
of
VYSIS, INC.
at
$30.50 NET PER SHARE
by
RAINBOW ACQUISITION CORP.
a wholly owned subsidiary of
ABBOTT LABORATORIES

THE OFFER AND WITHDRAWAL RIGHTS WILL EXPIRE AT 12:00 MIDNIGHT, NEW YORK CITY TIME, ON THURSDAY, NOVEMBER 29, 2001, UNLESS THE OFFER IS EXTENDED.

To Our Clients:

Enclosed for your consideration is the Offer to Purchase dated October 31, 2001 (the "Offer to Purchase") and a related Letter of Transmittal (which, together with any amendments or supplements thereto, collectively constitute the "Offer") in connection with the offer by Rainbow Acquisition Corp., a Delaware corporation (the "Purchaser") and a wholly owned subsidiary of Abbott Laboratories, an Illinois corporation ("Abbott"), to purchase all outstanding shares of common stock, par value $.001 per share (the "Shares"), of Vysis, Inc., a Delaware corporation (the "Company"), at a purchase price of $30.50 per Share, net to the seller in cash, upon the terms and subject to the conditions set forth in the Offer to Purchase and in the Letter of Transmittal enclosed herewith.

We or our nominees are the holder of record of Shares for your account. A tender of such Shares can be made only by us as the holder of record and pursuant to your instructions. The enclosed Letter of Transmittal is furnished to you for your information only and cannot be used by you to tender Shares held by us for your account.

We request instructions as to whether you wish us to tender any or all of the Shares held by us for your account, upon the terms and subject to the conditions set forth in the Offer to Purchase. Your attention is invited to the following:

1. The offer price is $30.50 per Share, net to you in cash.

2. The Offer is being made for all outstanding Shares.

3. The Offer is being made pursuant to an Agreement and Plan of Merger, dated as of October 24, 2001 (the "Merger Agreement"), by and among Abbott, the Purchaser and the Company. The Merger Agreement provides, among other things, that the Purchaser will be merged with and into the Company (the "Merger") following the satisfaction or waiver of each of the conditions to the Merger set forth in the Merger Agreement and the Company will continue as the surviving corporation, wholly owned by Abbott and the separate corporate existence of the Purchaser will cease. At the effective time of the Merger, each Share (other than Shares owned by the Company or Abbott or any of their respective subsidiaries, and other Shares that are held by stockholders, if any, who properly exercise dissenters' rights under Delaware Law) will be converted into the same price per share, in cash, without interest, as paid pursuant to the Offer. In connection with the Merger Agreement, Abbott and the Purchaser have entered into a Stockholder Agreement (the "Stockholder Agreement") with Amoco Technology Company ("ATC"), owner of approximately 64.7% of the outstanding Shares, and BP America Inc., in which ATC agreed to tender and not withdraw its Shares in the Offer.

4. The Board of Directors of the Company (i) determined that the terms of the Offer and the Merger are fair to and in the best interests of the Company and its stockholders, (ii) approved and declared advisable the Merger Agreement and the transactions contemplated thereby and

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(iii) recommends that the Company's stockholders accept the Offer and tender their Shares pursuant to the Offer.

5. The Offer and withdrawal rights will expire at 12:00 midnight, New York City time, on Thursday, November 29, 2001 (the "Expiration Date"), unless the Offer is extended.

6. Any stock transfer taxes applicable to the sale of Shares to the Purchaser pursuant to the Offer will be paid by the Purchaser, except as otherwise provided in the Letter of Transmittal.

The Offer is conditioned upon, among other things, (1) there being validly tendered and not withdrawn prior to the Expiration Date a number of Shares that, together with any other Shares then beneficially owned by Abbott or the Purchaser, represents at least 51% of the then outstanding Shares on a fully diluted basis, and (2) the waiting period under the Hart-Scott-Rodino Antitrust Improvements Act of 1976, as amended, and the pre-merger notification requirements of Germany having expired or been terminated. See Section 15 of the Offer to Purchase for additional conditions to the Offer.

The Offer is made solely by the Offer to Purchase and the related Letter of Transmittal and is being made to all holders of Shares. The Purchaser is not aware of any state where the making of the Offer is prohibited by administrative or judicial action pursuant to any valid state statute. If the Purchaser becomes aware of any valid state statute prohibiting the making of the Offer or the acceptance of Shares pursuant thereto, the Purchaser shall make a good faith effort to comply with such state statute or seek to have such statute declared inapplicable to the Offer. If, after such good faith effort, the Purchaser cannot comply with such state statute, the Offer will not be made to (nor will tenders be accepted from or on behalf of) holders of Shares in such state. In those jurisdictions where the securities, blue sky or other laws require the Offer to be made by a licensed broker or dealer, the Offer will be deemed to be made on behalf of the Purchaser by Goldman, Sachs & Co. in its capacity as Dealer Manager for the Offer or one or more registered brokers or dealers licensed under the laws of such jurisdiction.

If you wish to have us tender any or all of your Shares, please so instruct us by completing, executing and returning to us the instruction form contained in this letter. An envelope to return your instructions to us is also enclosed. If you authorize the tender of your Shares, all such Shares will be tendered unless otherwise specified in this letter. **Your instructions should be forwarded to us in ample time to permit us to submit a tender on your behalf prior to the Expiration Date.**

Offer To Purchase For Cash

All Outstanding Shares of Common Stock

of

VYSIS, INC.

at

$30.50 NET PER SHARE

by

RAINBOW ACQUISITION CORP.

a wholly owned subsidiary of

ABBOTT LABORATORIES

The undersigned acknowledge(s) receipt of your letter and the enclosed Offer to Purchase dated Wednesday, October 31, 2001 and the related Letter of Transmittal in connection with the offer by Rainbow Acquisition Corp., a Delaware corporation and a wholly owned subsidiary of Abbott Laboratories, an Illinois corporation, to purchase all outstanding shares of common stock, par value $.001 per share (the "Shares"), of Vysis, Inc., a Delaware corporation, at a purchase price of $30.50 per Share, net to the seller in cash, upon the terms and subject to the conditions set forth in the Offer to Purchase and the related Letter of Transmittal.

This will instruct you to tender to the Purchaser the number of Shares indicated below (or, if no number is indicated below, all Shares) that are held by you for the account of the undersigned, upon the terms and subject to the conditions set forth in the Offer to Purchase and the related Letter of Transmittal.

Account No.: _____

Number of Shares to Be Tendered: _____ Shares*

SIGN HERE

Signature(s)

Print Name(s) and Address(es)

Area Code and Telephone Number(s)

Taxpayer Identification or Social Security Number(s)

Dated: _____ , 2001

_____

* Unless otherwise indicated, it will be assumed that all Shares held by us for your account are to be tendered.

QuickLinks -- Click here to rapidly navigate through this document

GUIDELINES FOR CERTIFICATION OF TAXPAYER IDENTIFICATION NUMBER (TIN) ON SUBSTITUTE FORM W-9
(Section references are to the Internal Revenue Code of 1986, as amended)

Guidelines for Determining the Proper Identification Number to Give the Payer—A Social Security number ("SSN") has nine digits separated by two hyphens: *i.e.*, 000-00-0000. An employer identification number ("EIN") has nine digits separated by one hyphen: *i.e.*, 00-0000000. The table below will help you determine the number to give the payer.

If you are a single-member LLC (including a foreign LLC with a domestic owner) that is disregarded as an entity separate from its owner under Treasury Regulations § 301.7701-3, enter the owner's name and TIN. Enter the LLC's name on the business name line. A disregarded entity that has a foreign owner must use the appropriate Form W-8.

For other entities, enter the business name as shown on required federal income tax documents. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade or "doing business as" name on the business name line.

For this type of account:	**Give the SOCIAL SECURITY number of—**
1. Individual	The individual
2. Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account(1)
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor(2)
4. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee(1)
b. So-called trust account that is not a legal or valid trust under state law	The actual owner(1)
5. Sole proprietorship	The owner(3)

For this type of account:	**Give the EMPLOYER IDENTIFICATION number of—**
6. Sole proprietorship	The owner(3)
7. A valid trust, estate, or pension trust	The legal entity(4)
8. Corporate	The corporation
9. Association, club, religious, charitable, educational or other tax-exempt organization	The organization
10. Partnership	The partnership
11. A broker or registered nominee	The broker or nominee
12. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity

(1) List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's SSN must be furnished.

(2) Circle the minor's name and furnish the minor's SSN.

(3) Show your individual name. You may also enter your business name. You may use your SSN or EIN (if you have one). Using your EIN may, however, result in unnecessary notices to the requester of the Form W-9 or substitute Form W-9.

(4) List first and circle the name of the legal trust, estate, or pension trust. (Do not furnish the taxpayer identification number of the personal representative or trustee unless the legal entity itself is not designated in the account title).

Note: If no name is circled when there is more than one name, the number will be considered to be that of the first name listed.

GUIDELINES FOR CERTIFICATION OF TAXPAYER IDENTIFICATION NUMBER (TIN) ON SUBSTITUTE FORM W-9

Resident Aliens. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number ("ITIN"). Enter it on the portion of the Form W-9 or substitute Form W-9 where the SSN would be entered. If you do not have an ITIN, see "Obtaining a Number" below.

Name

If you are an individual, you must generally provide the name shown on your Social Security card. However, if you have changed your last name, for instance, due to marriage, without informing the Social Security Administration of the name change, please enter your first name, the last name shown on your Social Security card, and your new last name.

Obtaining a Number

If you do not have a taxpayer identification number ("TIN"), apply for one immediately. To apply for an SSN, obtain Form SS-5, Application for a Social Security Card Number, from your local office of the Social Security Administration. To apply for an EIN, obtain Form SS-4, Application for Employer Identification Number, from the Internal Revenue Service (the "IRS") by calling 1-800-829-3676 or visiting the IRS's Internet web site at *www.irs.gov.* Resident aliens who are not eligible to get an SSN and need an ITIN should obtain Form W-7, Application for Individual Taxpayer Identification Number, from the IRS by calling 1-800-829-3676 or visiting the IRS's Internet web site at *www.irs.gov.*

If you do not have a TIN, write "Applied For" in the space for the TIN, sign and date the form, and give it to the payer. For interest and dividend payments and certain payments made with respect to readily tradable instruments, you will generally have 60 days to get a TIN and give it to the payer before you are subject to backup withholding on payments. Other payments are subject to backup withholding without regard to the 60-day rule, until you provide your TIN.

Note: *Writing "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.*

Payees Exempt from Backup Withholding

Exempt payees described below should still file Form W-9 or substitute Form W-9 to avoid possible erroneous backup withholding. **FILE THIS FORM WITH THE PAYER, FURNISH YOUR TIN, WRITE "EXEMPT" ON THE FACE OF THE FORM AND RETURN IT TO THE PAYER. IF THE PAYMENTS ARE INTEREST, DIVIDENDS, OR PATRONAGE DIVIDENDS, ALSO SIGN AND DATE THE FORM.**

The following is a list of payees who may be exempt from backup withholding and for which no information reporting is required:

(1) An organization exempt from tax under section 501(a), or an individual retirement plan ("IRA"), or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2).

(2) The United States or any of its agencies or instrumentalities.

(3) A state, the District of Columbia, a possession of the United States, or any of their political subdivisions or instrumentalities.

(4) A foreign government or any of its political subdivisions, agencies or instrumentalities.

(5) An international organization or any of its agencies or instrumentalities.

(6) A corporation.

(7) A foreign central bank of issue.

(8) A dealer in securities or commodities required to register in the United States, the District of Columbia or a possession of the United States.

(9) A futures commission merchant registered with the Commodity Futures Trading Commission.

(10) A real estate investment trust.

(11) An entity registered at all times during the tax year under the Investment Company Act of 1940.

(12) A common trust fund operated by a bank under section 584(a).

(13) A financial institution.

(14) A middleman known in the investment community as a nominee or listed in the most recent publication of the American Society of Corporate Secretaries, Inc. Nominee List.

(15) A trust exempt from tax under section 664 or described in section 4947.

For interest and dividends, all listed payees are exempt except item (9). For broker transactions, payees listed in (1) through (13) and a person registered under the Investment Advisers Act of 1940 who regularly acts as a broker are exempt. Payments subject to reporting under sections 6041 and 6041A are generally exempt from backup withholding only if made to payees described in items (1) through (7), except the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from withholding:

- Medical and health care payments.
- Attorneys' fees.
- Payments for services paid by a federal executive agency.

Payments Exempt from Backup Withholding

Payments of dividends and patronage dividends generally not subject to backup withholding include the following:

- Payments to nonresident aliens subject to withholding under section 1441.
- Payments to partnerships not engaged in a trade or business in the United States and that have at least one nonresident alien partner.
- Payments made by certain foreign organizations.

Payments of interest generally not subject to backup withholding include the following:

- Payments of interest on obligations issued by individuals.

Note: *You may be subject to backup withholding on interest of $600 or more paid in the course of the payer's trade or business and you have not provided your correct TIN to the payer.*

- Payments of tax-exempt interest (including exempt- interest dividends under section 852).
- Payments described in section 6049(b)(5) to nonresident aliens.
- Payments on tax-free covenant bonds under section 1451.
- Payments made by certain foreign organizations.

Payments that are not subject to information reporting are also not subject to backup withholding. For details, see sections 6041, 6041A, 6042, 6044, 6045, 6049, 6050A, and 6050N, and the regulations under those sections.

If you are a nonresident alien or a foreign entity not subject to backup withholding, give the payer an appropriate completed Form W-8.

Privacy Act Notice.—Section 6109 requires you to furnish your correct TIN to persons who must file information returns with the IRS to report interest, dividends, and certain other income paid to you. The IRS uses the numbers for identification purposes and to help verify the accuracy of your tax return. The IRS may also provide this information to the Department of Justice for civil and criminal litigation and to cities, states, and the District of Columbia to carry out their tax laws. You must provide your TIN whether or not you are qualified to file a tax return. Payers must generally withhold 31% of taxable interest, dividend, and certain other payments to a payee who does not furnish a TIN to a payer. Certain penalties may also apply.

Penalties

(1) **Failure to Furnish TIN.—**If you fail to furnish your correct TIN to a requester (the person asking you to furnish your TIN), you are subject to a penalty of $50 for each such failure unless your failure is due to reasonable cause and not to wilful neglect.

(2) **Civil Penalty for False Information With Respect to Withholding.—**If you made a false statement with no reasonable basis that results in no backup withholding, you are subject to a $500 penalty.

(3) **Criminal Penalty for Falsifying Information.—**Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

FOR ADDITIONAL INFORMATION CONTACT YOUR TAX CONSULTANT OR THE IRS.

QuickLinks

GUIDELINES FOR CERTIFICATION OF TAXPAYER IDENTIFICATION NUMBER (TIN) ON SUBSTITUTE FORM W-9 (Section references are to the Internal Revenue Code of 1986, as amended)
GUIDELINES FOR CERTIFICATION OF TAXPAYER IDENTIFICATION NUMBER (TIN) ON SUBSTITUTE FORM W-9

This announcement is neither an offer to purchase nor a solicitation of an offer to sell Shares (as defined below). The Offer (as defined below) is made only by the Offer to Purchase, dated October 31, 2001, and the related Letter of Transmittal and any amendments or supplements thereto, and is being made to all holders of Shares. The Offer is not being made to (nor will tenders be accepted from or on behalf of) holders of Shares in any jurisdiction in which the making of the Offer or the acceptance thereof would not be in compliance with the securities, blue sky or other laws of such jurisdiction. In those jurisdictions where securities, blue sky or other laws require the Offer to be made by a licensed broker or dealer, the Offer shall be deemed to be made on behalf of the Purchaser (as defined below) by Goldman, Sachs & Co. (the "Dealer Manager"), or one or more registered brokers or dealers licensed under the laws of such jurisdiction to be designated by the Purchaser.

Notice of Offer to Purchase for Cash
All of the Outstanding Shares of Common Stock
of
Vysis, Inc.
at
$30.50 Net Per Share
by
Rainbow Acquisition Corp.
a Wholly Owned Subsidiary
of
Abbott Laboratories

Rainbow Acquisition Corp., a Delaware corporation (the "Purchaser") and a wholly owned subsidiary of Abbott Laboratories, an Illinois corporation ("Abbott"), hereby offers to purchase all outstanding shares of common stock, par value $.001 per share (the "Shares"), of Vysis, Inc., a Delaware corporation (the "Company"), at a price of $30.50 per Share, net to the seller in cash (the "Offer Price"), upon the terms and subject to the conditions set forth in the Offer to Purchase, dated October 31, 2001 (the "Offer to Purchase"), and in the related Letter of Transmittal (which, together with any amendments or supplements thereto, collectively constitute the "Offer").

THE OFFER AND WITHDRAWAL RIGHTS WILL EXPIRE AT 12:00 MIDNIGHT, NEW YORK CITY TIME, ON THURSDAY, NOVEMBER 29, 2001, UNLESS THE OFFER IS EXTENDED.

The Offer is conditioned upon, among other things, (i) there being validly tendered in accordance with the terms of the Offer and not withdrawn prior to the Expiration Date (as defined below) of the Offer that number of Shares that, together with the Shares then beneficially owned by Abbott or the Purchaser, represents at least 51% of the then outstanding Shares on a fully diluted basis (the "Minimum Condition") and (ii) the expiration or termination of the waiting periods under (A) the Hart-Scott-Rodino Antitrust Improvements Act of 1976, as amended, and the regulations thereunder (the "HSR Act"), and (B) the pre-merger notification requirements of Germany. The Offer is also subject to other conditions as set forth in the Offer to Purchase.

The Offer is being made pursuant to the Agreement and Plan of Merger, dated as of October 24, 2001 (the "Merger Agreement"), by and among Abbott, the Purchaser and the Company. The Merger Agreement provides, among other things, that subject to certain conditions, the Purchaser will be merged with and into the Company (the

"Merger") with the Company continuing as the surviving corporation, wholly owned by Abbott. Pursuant to the Merger Agreement, at the effective time of the Merger (the "Effective Time"), each Share outstanding immediately prior to the Effective Time (other than Shares held by the Company as treasury stock, or owned by any subsidiaries of the Company, Abbott, the Purchaser or any of Abbott's other subsidiaries, all of which will be cancelled and retired and shall cease to exist, and other than Shares that are held by stockholders, if any, who properly exercise their dissenters' rights under the Delaware General Corporation Law (the "DGCL")), will be converted into the right to receive $30.50 or any greater per Share price paid in the Offer in cash.

Concurrently with the execution of the Merger Agreement, Abbott and the Purchaser entered into a Stockholder Agreement, dated as of October 24, 2001 (the "Stockholder Agreement"), with BP America Inc., a Delaware corporation ("BP"), and Amoco Technology Company, a Delaware corporation ("ATC") and a wholly owned subsidiary of BP. ATC has represented that, as of October 24, 2001, it owned 6,662,682 Shares, representing approximately 64.7% of the outstanding Shares. Pursuant to the Stockholder Agreement, ATC has agreed to tender all its Shares in the Offer. The tender of ATC's Shares into the Offer as required by the Stockholder Agreement will satisfy the Minimum Condition.

The Board of Directors of the Company (i) determined that the terms of the Offer and the Merger are fair to and in the best interests of the Company and its stockholders, (ii) approved and declared advisable the Merger Agreement and the transactions contemplated thereby and (iii) recommends that the Company's stockholders accept the Offer and tender their Shares pursuant to the Offer.

For purposes of the Offer, the Purchaser will be deemed to have accepted for payment, and thereby purchased, Shares validly tendered and not properly withdrawn as, if and when the Purchaser gives oral or written notice to the Depositary of the Purchaser's acceptance for payment of such Shares pursuant to the Offer. Upon the terms and subject to the conditions of the Offer, payment for Shares accepted for payment pursuant to the Offer will be made by deposit of the Offer Price for such Shares with the Depositary, which will act as agent for tendering stockholders for the purpose of receiving payments from the Purchaser and transmitting such payments to tendering stockholders whose Shares have been accepted for payment. In all cases, payment for Shares accepted for payment pursuant to the Offer will be made only after timely receipt by the Depositary of (i) the certificates evidencing such Shares or confirmation of a book-entry transfer of such Shares into the Depositary's account at the Book-Entry Transfer Facility (as defined in the Offer to Purchase) pursuant to the procedures set forth in the Offer to Purchase, (ii) the Letter of Transmittal (or a manually signed facsimile thereof), properly completed and duly executed, with any required signature guarantees or, in the case of book-entry transfer, an Agent's Message (as defined in the Offer to Purchase) and (iii) any other documents required by the Letter of Transmittal.

The Merger Agreement provides that the Purchaser must extend the Offer beyond the initial Expiration Date or any subsequent Expiration Date, if any of the conditions to its obligations to accept for payment and pay for the Shares is not satisfied or, to the extent permitted by the Merger Agreement, waived until such time as all conditions are satisfied or waived, but not beyond December 31, 2001 (the "Outside Date"), except in certain circumstances including those discussed below, including if on or prior to December 31, 2001, the waiting periods under the HSR Act or the pre-merger notification requirements of Germany shall not have expired or been terminated (in either of which case the Outside Date will be extended to June 30, 2002). In addition, the Purchaser may, without the consent of the Company, extend the Offer for any period required by any rule, regulation, interpretation or position of the Securities and Exchange Commission or its staff applicable to the Offer.

The Merger Agreement also provides that if all conditions to the Offer are satisfied or waived, but fewer than 90% of the Shares on a fully diluted basis have been tendered and not withdrawn, the Purchaser may, without the consent of the Company, provide one or more subsequent offering periods in accordance with Rule 14d-11 of the Securities Exchange Act of 1934, as amended (the "Exchange Act"). The term "Expiration Date" means 12:00 midnight, New York City time, on Thursday, November 29, 2001, unless the Purchaser, in accordance with the Merger Agreement, extends the period during which the Offer is open, in which event the term "Expiration Date" means the latest time and date at which the Offer, as so extended, expires.

Any extension, delay, termination, waiver or amendment will be followed as promptly as practicable by a public announcement. Such announcement, in the case of an extension, will be made no later than 9:00 a.m., New York City time, on the next business day after the previously scheduled Expiration Date. During any such extension, all Shares previously tendered and not withdrawn will remain subject to the Offer, subject to the rights of a tendering stockholder to withdraw such stockholder's Shares except during the subsequent offering period.

Shares tendered pursuant to the Offer may be withdrawn at any time prior to the Expiration Date and, unless theretofore accepted for payment by the Purchaser pursuant to the Offer, may also be withdrawn at any time after December 29, 2001. If the Purchaser elects to include a subsequent offering period, Shares tendered during the subsequent offering period may not be withdrawn. For a withdrawal to be effective, a written, telegraphic or facsimile transmission notice of withdrawal must be timely received by the Depositary at one of its addresses set forth on the back cover of the Offer to Purchase. Any such notice of withdrawal must specify the name of the person who tendered the Shares to be withdrawn, the number of Shares to be withdrawn and the name of the registered holder of such Shares, if different from that of the person who tendered such Shares. If Share certificates evidencing Shares to be withdrawn have been delivered or otherwise identified to the Depositary, then, prior to the physical release of such Share certificates, the serial numbers shown on such Share certificates must be submitted to the Depositary and the signature(s) on the notice of withdrawal must be guaranteed by an Eligible Institution (as defined in the Offer to Purchase), unless such Shares have been tendered for the account of an Eligible Institution. If Shares have been tendered pursuant to the

procedure for book-entry transfer as set forth in the Offer to Purchase, any notice of withdrawal must also specify the name and number of the account at the Book-Entry Transfer Facility to be credited with the withdrawn Shares. All questions as to validity, form, eligibility (including time of receipt) and acceptance for payment of any tendered Shares will be determined by the Purchaser, in its sole discretion, which determination shall be final and binding on all parties.

The information required to be disclosed by Paragraph (d)(1) of Rule 14d-6 of the General Rules and Regulations under the Exchange Act is contained in the Offer to Purchase and is incorporated herein by reference.

The Company has provided the Purchaser with the Company's stockholder list and security position listings for the purpose of disseminating the Offer to holders of Shares. The Offer to Purchase and the related Letter of Transmittal will be mailed to record holders of Shares whose names appear on the Company's stockholder list and will be furnished, for subsequent transmittal to beneficial owners of Shares, to brokers, dealers, commercial banks, trust companies and similar persons whose names, or the names of whose nominees, appear on the stockholder list or, if applicable, who are listed as participants in a clearing agency's security position listing. The Offer to Purchase and the related Letter of Transmittal contain important information that should be read carefully before any decision is made with respect to the Offer.

Questions or requests for assistance may be directed to the Information Agent or the Dealer Manager at their respective addresses and telephone numbers listed below. Additional copies of the Offer to Purchase, the Letter of Transmittal and the Notice of Guaranteed Delivery may be obtained from the Information Agent. Stockholders may also contact brokers, dealers, commercial banks or trust companies for assistance concerning the Offer.

The Information Agent for the Offer is:

[Georgeson Shareholder LOGO]

17 State Street, 10th Floor
New York, New York 10004
Banks and Brokers call collect: (212) 440-9800
All Others Call Toll Free: (800) 223-2064

The Dealer Manager for the Offer is:

Goldman, Sachs & Co.
85 Broad Street
New York, New York 10004
(212) 902-1000 (Call Collect)
(800) 323-5678 (Call Toll Free)
October 31, 2001

For Immediate Release

Contact:
MEDIA
Kathleen O'Neil
(847) 938-3895

FINANCIAL COMMUNITY
Larry Peepo
(847) 935-6722

ABBOTT LABORATORIES COMMENCES TENDER OFFER FOR ALL OUTSTANDING SHARES OF VYSIS, INC.

- ABBOTT AND VYSIS MOVE FORWARD AFTER LAST WEEK'S DEFINITIVE AGREEMENT -

ABBOTT PARK, Ill., October 31, 2001 - Abbott Laboratories (NYSE:ABT) today announced the commencement of its cash tender offer for all outstanding shares of common stock of Vysis, Inc. (Nasdaq:VYSI) for $30.50 per share. The tender offer is being made pursuant to an Offer to Purchase, dated October 31, 2001, and in connection with the Agreement and Plan of Merger, dated as of October 24, 2001, by and among Abbott, Rainbow Acquisition Corp., a wholly owned subsidiary of Abbott, and Vysis, which Abbott and Vysis announced on October 24, 2001.

The tender offer is scheduled to expire at 12:00 midnight, New York City time, on Thursday, November 29, 2001, unless the tender offer is extended. The consummation of the tender offer is subject to receipt of at least 51 percent of the Vysis shares (on a fully-diluted basis), expiration or termination of the waiting period under the Hart-Scott-Rodino Antitrust Improvements Act and other conditions specified in the offer documents. Following completion of the tender offer and, if required, receipt of stockholder approval, Abbott intends to consummate a merger in which remaining Vysis stockholders will receive the same cash price per share as paid in the tender offer.

- more -

As part of the transaction with Vysis, Abbott has entered into an agreement with Amoco Technology Company (ATC), an indirect subsidiary of BP America Inc. and owner of approximately 65 percent of the outstanding shares of Vysis, pursuant to which ATC has agreed to tender and not withdraw all of its Vysis shares in the tender offer.

The Depositary for the tender offer is EquiServe Trust Company, N.A., 150 Royall Street, Canton, MA 02021.

The Dealer Manager for the tender offer is Goldman, Sachs & Co., 85 Broad Street, New York, NY 10004.

The Information Agent for the tender offer is Georgeson Shareholder Communications Inc., 17 State Street, 10th Floor, New York, NY 10004.

Abbott Laboratories is a global, diversified health care company devoted to the discovery, development, manufacture and marketing of pharmaceuticals, nutritionals, and medical products, including devices and diagnostics. The company employs approximately 70,000 people and markets its products in more than 130 countries. In 2000, the company's sales and net earnings were $13.7 billion and $2.8 billion, respectively, with diluted earnings per share of $1.78. Abbott's news releases and other information are available on the company's Web site at www.abbott.com.

- more -

ABBOTT LABORATORIES COMMENCES TENDER OFFER FOR ALL OUTSTANDING SHARES
OF VYSIS, INC.

Vysis is a genomic disease management company that develops, commercializes and markets DNA-based clinical products providing information critical to the evaluation and management of cancer, prenatal disorders and other genetic diseases. The company has direct sales operations in the United States and Europe; a marketing partnership in Japan with Fujisawa Pharmaceutical Co.; and a worldwide distribution network. Vysis' news releases and other information are available on the company's Web site at www.vysis.com.

ADDITIONAL INFORMATION

This announcement is neither an offer to purchase nor a solicitation of an offer to sell securities of Vysis. The tender offer is being made pursuant to a tender offer statement and related materials. Vysis stockholders are advised to read the tender offer statement and related materials, which will be filed by Abbott with the U.S. Securities and Exchange Commission (SEC). The tender offer statement (including an offer to purchase, letter of transmittal and related tender offer documents) and the solicitation/ recommendation statement to be filed by Vysis with the SEC will contain important information which should be read carefully before any decision is made with respect to the offer. These documents will be available at no charge at the SEC's Web site at www.sec.gov.

The tender offer statement and related materials may be obtained for free by directing a request by mail to Georgeson Shareholder Communications Inc., 17 State Street, 10th Floor, New York, NY 10004, or by calling toll-free (800) 223-2064, and may also be obtained from Abbott by directing a request by mail to Abbott Laboratories, 100 Abbott Park Road, Abbott Park, IL 60064-6048, Attn: Investor Relations, Telephone: (847) 938-5632.

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AGREEMENT AND PLAN OF MERGER

DATED AS OF OCTOBER 24, 2001

AMONG

ABBOTT LABORATORIES

RAINBOW ACQUISITION CORP.

AND

VYSIS, INC.

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AGREEMENT AND PLAN OF MERGER

AGREEMENT AND PLAN OF MERGER dated as of October 24, 2001 (the "AGREEMENT"), by and among ABBOTT LABORATORIES, an Illinois corporation ("PARENT"), RAINBOW ACQUISITION CORP., a Delaware corporation and a wholly owned subsidiary of Parent ("SUB"), and VYSIS, INC., a Delaware corporation (the "COMPANY").

WHEREAS, the respective Boards of Directors of Parent, Sub and the Company have approved, and deem it to be advisable and in the best interests of their respective stockholders to consummate, the acquisition of the Company by Parent on the terms and subject to the conditions set forth in this Agreement;

WHEREAS, in furtherance of such acquisition, Parent proposes to cause Sub to make a tender offer (as it may be amended from time to time as permitted under this Agreement, the "OFFER") to purchase all of the issued and outstanding shares of Company Common Stock (as defined herein) for U.S. $30.50 per share of Company Common Stock (the "Offer Price"), net to the seller in cash upon the terms and subject to the conditions set forth in this Agreement;

WHEREAS, the respective Boards of Directors of Sub and the Company have each approved the merger (the "MERGER") of Sub into the Company on the terms and subject to the conditions set forth in this Agreement, whereby each issued share of Company Common Stock, other than shares directly or indirectly owned by Parent or the Company and Dissenters' Shares (as hereinafter defined), will be converted into the right to receive an amount in cash equal to the Offer Price;

WHEREAS, the Company Board (as defined herein) has determined that the consideration to be paid for each share of Company Common Stock in the Offer and the Merger is fair to the holders of such shares of Company Common Stock and has resolved to recommend that the holders of such shares of Company Common Stock accept the Offer and approve and adopt this Agreement and each of the Transactions (as defined herein) upon the terms and subject to the conditions set forth herein;

WHEREAS, Parent, Sub and the Company desire to make certain representations, warranties, covenants and agreements in connection with the Offer and the Merger and also to prescribe various conditions to the Offer and the Merger; and

WHEREAS, as a condition and inducement to Parent's and Sub's entering into this Agreement and incurring the obligations set forth herein, the Major Stockholder (as defined herein) concurrently herewith, is entering into a Stockholder Agreement (as defined herein), dated as of the date hereof, with Parent and Sub, pursuant to which such Major Stockholder is agreeing, among other things, to tender the shares of Company Common Stock held by it in the Offer and to grant Parent a proxy with respect to the voting of such shares of Company Common Stock, upon the terms and subject to the conditions set forth in the Stockholder Agreement, and in order to induce Parent and Sub to enter into this Agreement, the Company Board has approved the execution and delivery of the Stockholder Agreement and the transactions contemplated therein.

NOW, THEREFORE, the parties hereto agree as follows:

ARTICLE I

DEFINITIONS

SECTION 1.01 DEFINITIONS. As used in this Agreement, the following terms shall have the following meanings:

"ACTIVITIES TO DATE" has the meaning set forth in SECTION 4.17(a).

"AFFILIATE" means, for any Person, another Person that directly or indirectly, through one or more intermediaries, controls, is controlled by, or is under common control with, such first Person, where "control" means the possession, directly or indirectly, of the power to direct or cause the direction of the management policies of a Person, whether through the ownership of voting securities, by contract, as trustee or executor, or otherwise.

"AGREEMENT" has the meaning set forth in the heading hereof.

"ALTERNATIVE ACQUISITION" means any direct or indirect acquisition of all or a substantial part of the business and properties of the Company or any of the Company Subsidiaries or any capital stock of the Company or any of the Company Subsidiaries, whether by merger, tender offer, exchange offer, sale of assets or similar transactions involving the Company or any Company Subsidiary, division or operating or principal business unit of the Company.

"ALTERNATIVE ACQUISITION PROPOSAL" has the meaning set forth in SECTION 6.03(a).

"APPLICABLE LAW" means any statute, law (including common law), ordinance, rule or regulation applicable to the Company, any Company Subsidiary, Parent or any Parent Subsidiary or their respective properties or assets.

"APPOINTMENT TIME" has the meaning set forth in SECTION 2.03(a).

"APPROVALS" has the meaning set forth in SECTION 4.17(a).

"BP" means BP America, Inc., a Delaware corporation.

"BUSINESS DAY" means any day on which the principal offices of the SEC in Washington, D.C. are open to accept filings, or, in the case of determining a date when any payment is due, any day on which banks are not required or authorized to close in The City of New York.

"CERTIFICATE" or "CERTIFICATES" mean the certificate or certificates that immediately prior to the Effective Time represented outstanding shares of Company Common Stock.

"CERTIFICATE OF MERGER" means a certificate of merger, or other appropriate documents, to be filed with the Secretary of State of the State of Delaware to effect the Merger.

"CLOSING" means the closing of the Merger.

"CLOSING DATE" means the date on which the Closing occurs.

"CODE" means the Internal Revenue Code of 1986, as amended.

"COMPANY" has the meaning set forth in the heading hereof.

"COMPANY AGREEMENT" means any Contract or other instrument or obligation to which the Company or any Company Subsidiary is a party or by which any of them or any of their respective properties or assets may be bound.

"COMPANY BOARD" means the Board of Directors of the Company.

"COMPANY BOARD RECOMMENDATION" has the meaning set forth in Section 7.01(b).

"COMPANY BY-LAWS" means the by-laws of the Company, as amended to the date of this Agreement.

"COMPANY CAPITAL STOCK" has the meaning set forth in SECTION 4.03.

"COMPANY CHARTER" means the certificate of incorporation of the Company, as amended to the date of this Agreement.

"COMPANY COMMON STOCK" means the common stock, $.001 par value per share, of the Company.

"COMPANY DISCLOSURE LETTER" means the letter, dated as of the date of this Agreement, delivered by the Company to Parent and Sub pursuant to ARTICLE IV.

"COMPANY EMPLOYEES" means the employees of the Company and the Company Subsidiaries.

"COMPANY INTELLECTUAL PROPERTY RIGHTS" means Intellectual Property Rights that are owned by, or exclusively licensed to, the Company and the Company Subsidiaries, including without limitation, Copyrights, Domain Names, Licenses In to the extent that such licenses are exclusive, Patents Owned, Patents Licensed to the extent that such patents are exclusively licensed, and Trademarks.

"COMPANY MATERIAL ADVERSE EFFECT" means a material adverse effect on the business, properties (including intangible properties), assets, liabilities, financial condition or operations or results of operations of the Company and the Company Subsidiaries taken as a whole, or a material adverse effect on the ability of the Company to perform its obligations under this Agreement or on the ability of the Company to consummate the Offer, the Merger and the other Transactions without material deviation from the time frame such actions would otherwise be consummated in the absence of such effect; PROVIDED, that, for purposes of this Agreement, a Company Material Adverse Effect shall not include, alone or in combination: (i) changes to the United States economy in general or to the healthcare industry in general that are not unique to the Company or the Company Subsidiaries or (ii) any change resulting from the announcement or disclosure of the Transactions.

"COMPANY OPTION PLANS" means the 1996 Stock Incentive Plan, the 1998 Long Term Incentive Plan, the 1998 Outside Director Stock Option, the 1999 Outside Directors Stock Option Plan and the 2001 Long Term Incentive Plan.

"COMPANY PLANS" has the meaning set forth in SECTION 4.10(a).

"COMPANY PREFERRED STOCK" has the meaning set forth in SECTION 4.03.

"COMPANY REPRESENTATIVES" has the meaning set forth in Section 6.03(a).

"COMPANY SAR" means any stock appreciation right linked to the price of Company Common Stock and granted under any Company Option Plan.

"COMPANY SEC DOCUMENTS" means all reports, schedules, forms, statements and other documents required to be filed by the Company with the SEC since December 31, 1997.

"COMPANY STOCK OPTION" means any option to purchase Company Common Stock granted under any Company Option Plan.

"COMPANY STOCKHOLDER APPROVAL" has the meaning set forth in SECTION 4.04(c).

"COMPANY STOCKHOLDERS MEETING" means a meeting of the Company's stockholders for the purpose of seeking Company Stockholder Approval.

"COMPANY SUBSIDIARIES" means all the Subsidiaries of the Company.

"CONFIDENTIALITY AGREEMENT" means the confidentiality agreement, dated April 17, 2001, as amended on August 21, 2001, between the Company and Parent.

"CONSENT" means any consent, approval, license, Permit, Order or authorization.

"CONTRACT" means any contract, lease, license, indenture, note, bond, mortgage, agreement, concession, franchise, instrument, undertaking, commitment, understanding or other arrangement (whether written or oral).

"COPYRIGHTS" means the copyright registrations set forth in Section 1.01(a) of the Company Disclosure Letter.

"DETERMINATION LETTER" has the meaning set forth in Section 4.10(c).

"DGCL" means the Delaware General Corporation Law, as amended from time to time.

"D&O INSURANCE" means directors' and officers' insurance.

"DISSENTERS' SHARES" means shares of Company Common Stock that are outstanding immediately prior to the Effective Time and that are held by any Person who is entitled to demand and properly demands payment of the fair value of such shares pursuant to, and who complies in all respects with, Section 262 of the DGCL.

"DOMAIN NAMES" means the Internet domain names set forth in Section 1.01(b) of the Company Disclosure Letter.

"EFFECTIVE TIME" has the meaning set forth in SECTION 2.06.

"ENVIRONMENTAL CLAIM" shall mean any claim, action, investigation or notice by any person or entity alleging potential liability for investigatory, cleanup or governmental response costs, or natural resources or property damages, or personal injuries, attorney's fees or penalties relating to (i) the presence, or release into the environment, of any Hazardous Substances at any location owned or operated by the Company or any Company Subsidiary, prior to the Effective Time or in the past, or (ii) any violation, or alleged violation, of any Environmental, Health and Safety Law.

"ENVIRONMENTAL, HEALTH AND SAFETY LAWS" means the Comprehensive Environmental Response, Compensation and Liability Act of 1980, the Resource Conservation and Recovery Act of 1976 and the Occupational Safety and Health Act of 1970, each as amended, together with all other Applicable Laws (including rules, regulations, codes, common law, plans, injunctions, judgments, Orders, decrees, rulings and charges thereunder) of any Governmental Entity concerning pollution or protection of the environment, public health and safety, or employee health and safety, including laws relating to emissions, discharges, releases, or threatened releases of Hazardous Substances into ambient air, surface water, ground water, or lands or otherwise relating to the manufacture, generation, processing, distribution, use, treatment, storage, disposal, clean-up, transport, or handling of Hazardous Substances, in each case as in effect prior to the Effective Time.

"ERISA" means the Employee Retirement Income Security Act of 1974, as amended.

"ERISA AFFILIATE" means, with respect to any Person, any corporation, trade or business which, together with such Person, is a member of a controlled group of corporations or a group of trades or businesses under common control within the meaning of Section 414 of the Code.

"EXCHANGE ACT" means the Securities Exchange Act of 1934, as amended.

"EXCHANGE AGENT" means the bank or trust company selected by Parent prior to the Effective Time to act as exchange agent for the payment of the Merger Consideration.

"EXCHANGE FUND" has the meaning set forth in SECTION 3.02(a).

"FDA" means the United States Food and Drug Administration or any successor agency.

"FDCA" means the Federal Food, Drug and Cosmetic Act, as amended.

"FILED COMPANY SEC DOCUMENTS" means all Company SEC Documents that were filed and publicly available prior to the date of this Agreement.

"FINANCIAL STATEMENTS" means the consolidated financial statements of the Company and the Company Subsidiaries included in each of the Company's Annual Report on Form 10-K for

the fiscal year ended December 31, 2000, the Company's Quarterly Report on Form 10-Q for the quarters ended March 31, 2001 and June 30, 2001, including in each case the footnotes thereto.

"FULLY DILUTED SHARES" has the meaning set forth in EXHIBIT A hereto.

"GAAP" as to any Person means generally accepted United States accounting principles.

"GOVERNMENTAL ENTITY" means any:

(i) federal, state, local, municipal or foreign government;

(ii) governmental or quasi-governmental authority of any nature (including any governmental agency, branch, board, department, official, instrumentality or entity and any court or other tribunal); or

(iii) body exercising, or entitled to exercise, any administrative, executive, judicial, legislative, police, regulatory, or taxing authority or power of any nature.

"HAZARDOUS SUBSTANCE" means: (i) any petrochemical or petroleum products, radioactive materials, asbestos in any form that is or could become friable, urea formaldehyde foam insulation, transformers or other equipment that contain dielectric fluid containing polychlorinated biphenyls, and radon gas; (ii) any chemicals, materials or substances defined as or included in the definition of "hazardous substances," "hazardous wastes," "hazardous materials," "restricted hazardous materials," "extremely hazardous substances," "toxic substances," "contaminants" or "pollutants" or words of similar meaning and regulatory effect; or (iii) any other chemical, material or substance, exposure to which is prohibited, limited, or regulated by any applicable Environmental, Health and Safety Law.

"HSR ACT" means the Hart-Scott-Rodino Antitrust Improvements Act of 1976, as amended.

"INDEBTEDNESS" means all liabilities or obligations, whether primary or secondary or absolute or contingent: (i) for borrowed money; (ii) evidenced by notes, bonds, debentures, guarantees or similar obligations; or (iii) secured by Liens.

"INDEMNIFIED PERSON" has the meaning set forth in SECTION 7.05(a).

"INDEPENDENT DIRECTORS" has the meaning set forth in SECTION 2.03(a).

"INTELLECTUAL PROPERTY RIGHTS" means any or all of the following and all worldwide common law and statutory rights in, arising out of, or associated with: (i) patents and applications therefor and all reissues, divisions, renewals, extensions, provisionals, continuations and continuations-in-part thereof; (ii) trade secrets (including proprietary know-how, technology, technical data and customer lists, and all documentation relating to any of the foregoing); (iii) copyrights, copyright registrations and applications therefor; (iv) Internet domain names; (v) industrial designs and any registrations and applications therefor; (vi) trade names, logos, common law trademarks and service marks, trademark and service mark

registrations and applications therefor; and (vii) all moral rights of authors and inventors, however denominated.

"INTERCOMPANY AGREEMENTS" has the meaning set forth in Section 4.23(a).

"IRS" means the Internal Revenue Service.

"KNOWLEDGE" means the actual knowledge of the executive officers of the Company or Parent, after reasonable inquiry, as applicable.

"LICENSES IN" means the license agreements set forth in Section 1.01(c) of the Company Disclosure Letter.

"LICENSES OUT" means the license agreements set forth in Section 1.01(d) of the Company Disclosure Letter.

"LIENS" means pledges, liens, charges, mortgages, encumbrances and security interests of any kind or nature whatsoever.

"MAJOR STOCKHOLDER" means Amoco Technology Company, a Delaware corporation.

"MATERIAL CONTRACTS" means those Contracts which are filed or required to be filed as exhibits to the Company SEC Documents.

"MATERIAL INTELLECTUAL PROPERTY RIGHTS" means all Intellectual Property Rights that are material to the business, properties (including intangible properties), assets, liabilities, financial condition or operations or results of operations of the Company and the Company Subsidiaries taken as a whole. Without limiting the generality of the foregoing, any Intellectual Property Right that is a material element of a Material Product is a Material Intellectual Property Right.

"MATERIAL PRODUCT" means any Product that has annual worldwide gross sales revenues of $1,000,000 or greater.

"MERGER" has the meaning set forth in the recitals hereto.

"MERGER CONSIDERATION" means the U.S. dollar cash amount equal to the price per share of Company Common Stock paid pursuant to the Offer.

"MINIMUM CONDITION" has the meaning set forth in EXHIBIT A hereto.

"OFFER" has the meaning set forth in the recitals hereto.

"OFFER DOCUMENTS" has the meaning set forth in SECTION 2.01(b).

"OFFER PRICE" has the meaning set forth in the recitals hereto.

"ORDER" means with respect to any Person, any award, decision, injunction, judgment, stipulation, order, ruling, subpoena, writ, decree, consent decree, or verdict entered, issued,

made, or rendered by any court, administrative agency, arbitrator or other Governmental Entity affecting such Person or any of its properties.

"OUTSIDE DATE" means December 31, 2001, subject to extension pursuant to SECTION 9.01(b)(i).

"PARENT" has the meaning set forth in the heading hereto.

"PARENT BOARD" has the meaning set forth in SECTION 5.05.

"PARENT MATERIAL ADVERSE EFFECT" means a material adverse effect on the ability of Parent or Sub to perform its obligations under this Agreement or on the ability of Parent or Sub to consummate the Offer, the Merger and the other Transactions without material deviation from the time frame such actions would otherwise be consummated in the absence of such effect.

"PARENT SUBSIDIARIES" means all the Subsidiaries of Parent.

"PATENTS OWNED" means the patents and patent applications set forth in Section 1.01(e) of the Company Disclosure Letter.

"PATENTS LICENSED" means the patents and patent applications licensed under the Licenses In.

"PERMIT" means licenses, franchises, permits, consents, approvals, Orders, certificates, authorizations, declarations and filings.

"PERMITTED LIENS" means: (i) statutory Liens of carriers, warehousemen,

mechanics, repairmen, workmen and materialmen incurred in the ordinary and usual course of business for amounts not yet overdue or being contested in good faith; (ii) Liens for Taxes not yet due and payable or being contested in good faith in appropriate proceedings during which collection or enforcement is stayed; and (iii) Liens that, in the aggregate, do not and will not (A) materially interfere with the ability of the Company and the Company Subsidiaries to conduct business as currently conducted and (B) materially impair the value of the assets of the Company and Company Subsidiaries (taken as a whole) or the ability of the Company to consummate the Transactions.

"PERSON" means any individual, firm, corporation (including any non-profit corporation), general or limited partnership, company, limited liability company, trust, joint venture, estate, association, organization, labor union, or other entity or Governmental Entity.

"POST-SIGNING RETURNS" has the meaning set forth in Section 6.02.

"PROCEEDINGS" means any action, arbitration, audit, claim, hearing, proceeding, investigation, litigation, or suit (whether civil, criminal, administrative or investigative) commenced, brought, conducted or heard by or before, or otherwise involving, any Governmental Entity or arbitrator.

"PRODUCTS" has the meaning set forth in SECTION 4.17(a).

"PROXY STATEMENT" means a proxy or information statement of the Company relating to the approval of this Agreement by the Company's stockholders.

"RETENTION AGREEMENTS" means the Retention Agreements between the Company and certain executives of the Company set forth in SECTION 1.01(g) of the Company Disclosure Letter.

"SCHEDULE 14D-9" means the Solicitation/Recommendation Statement on Schedule 14D-9 with respect to the Offer, as amended from time to time.

"SCHEDULE TO" means the Tender Offer Statement on Schedule TO with respect to the Offer, as amended from time to time.

"SEC" means the Securities and Exchange Commission.

"SECURITIES ACT" means the Securities Act of 1933, as amended.

"SEVERANCE PLAN" means the Severance Plan, dated August 17, 2001, of the Company.

"STOCK TRANSFER TAX" means any state, local, foreign or provincial Tax which is attributable to the transfer of Company Common Stock pursuant to this Agreement.

"STOCKHOLDER AGREEMENT" means the agreement, dated as of the date hereof, by and among the Major Stockholder, Parent and Sub, pursuant to which the Major Stockholder has agreed, among other things, to tender the shares of Company Common Stock held by it in the Offer and to grant Parent a proxy with respect to the voting of such shares of Company Common Stock upon the terms and subject to conditions set forth therein.

"SUB" has the meaning set forth in the heading hereto.

"SUB BOARD" has the meaning set forth in SECTION 5.05.

"SUBSIDIARY" means, with respect to any Person, any corporation, association, general or limited partnership, company, limited liability company, trust, joint venture, organization or other entity of which more than 50% of the total voting power of shares of capital stock or other interests (including partnership interests) entitled (without regard to the occurrence of any contingency) to vote in the election of directors, managers or trustees thereof is at the time owned or controlled, directly or indirectly, by (i) such Person, (ii) such Person and one or more Subsidiaries of such Person or (iii) one or more Subsidiaries of such Person.

"SUPERIOR COMPANY PROPOSAL" has the meaning set forth in SECTION 6.03(e).

"SURVIVING CORPORATION" has the meaning set forth in SECTION 2.04.

"TAX" or "TAXES" means any income, corporation, gross income, gross

receipts, franchise, profits, gains, capital stock, duty, withholding, social security (or similar), employment, unemployment, disability, real property, personal property, wealth, welfare, stamp, excise, license, severance, environmental (including taxes under Section 59A of the Code), customs duties, occupation, sales, use, transfer, registration, value added, payroll, premium,

property, or windfall profits tax, estimated, ad valorem or excise tax, alternative or add-on minimum tax or other tax of any kind whatsoever (whether measured in whole or in part by net income and including any fee, assessment or other charge in the nature of or in lieu of any tax) imposed by any Tax Authority, including any interest, penalty, or addition thereto, whether disputed or not (whether imposed by law, contractual agreement or otherwise) and any liability in respect of any such amounts as a result of being a member of any affiliated, consolidated, combined, unitary or similar group.

"TAX AUTHORITY" means, with respect to any Tax, the Governmental Entity or political subdivision thereof that imposes such Tax, and the agency (if any) charged with the collection of such Taxes for such entity or subdivision, including any Governmental Entity that imposes, or is charged with collecting, social security or similar charges or premiums.

"TAX RETURN" means all federal, state, local, provincial and foreign tax returns, declarations, statements, reports, schedules, forms, information returns or other documents filed or required to be filed with any Tax Authority (including any amendments, attachments or exhibits to any of the foregoing).

"TRADEMARKS" means the marks set forth in Section 1.01(h) of the Company Disclosure Letter.

"TRANSACTIONS" means, collectively, the Offer, the Merger and the other transactions contemplated hereby, including, without limitation, the transactions contemplated by the Stockholder Agreement.

"TRANSFER TAXES" means any state, local, foreign or provincial Tax which is attributable to the transfer of the beneficial ownership of the Company's or the Company's Subsidiaries' real or personal property.

"U.S." means the fifty (50) states, District of Columbia, territories and possessions of the United States of America.

"VOTING COMPANY DEBT" means any bonds, debentures, notes or other indebtedness of the Company or any Company Subsidiary having the right to vote (or convertible into, or exchangeable for, securities having the right to vote) on any matters on which stockholders of the Company or any Company Subsidiary may vote.

ARTICLE II

THE OFFER AND THE MERGER

SECTION 2.01 THE OFFER.

(a) Provided that this Agreement shall not have been terminated in accordance with SECTION 9.01 and none of the events set forth in EXHIBIT A shall have occurred and be continuing, as promptly as practicable but in no event later than five (5) Business Days after the date of this Agreement, Sub shall, and Parent shall cause Sub to, commence the Offer within the meaning of the applicable rules and regulations of the SEC. The Offer shall initially be scheduled to expire

twenty (20) Business Days following the commencement thereof. The obligation of Sub to, and of Parent to cause Sub to, accept for payment, and pay for, any shares of Company Common Stock tendered pursuant to the Offer shall be subject only to the satisfaction of each of the conditions set forth in EXHIBIT A (any of which may be waived by Sub in its sole discretion); PROVIDED, HOWEVER, that, without the prior written consent of the Company, Sub shall not waive the Minimum Condition. Sub expressly reserves the right to modify the terms of the Offer, except that, without the prior written consent of the Company, Sub shall not (i) reduce the number of shares of Company Common Stock subject to the

Offer, (ii) reduce the Offer Price, (iii) add to the conditions set forth in EXHIBIT A, (iv) modify the conditions set forth in EXHIBIT A in a manner adverse to the holders of Company Common Stock, (v) except as provided in the next sentence, extend the Offer, (vi) change the form of consideration payable in the Offer or (vii) make any other change or modification in any of the terms of the Offer in any manner that is adverse to the holders of Company Common Stock. Notwithstanding the foregoing, (i) Sub shall extend the Offer for one or more periods if at the initial scheduled expiration date or any subsequent expiration date of the Offer any of the conditions to Sub's obligation to purchase shares of Company Common Stock are not satisfied or waived, until such time as such conditions are satisfied or waived (but not after the Outside Date) and (ii) Sub may, without the consent of the Company, (A) extend the Offer if all of the conditions to the Offer are satisfied or waived but the number of the Shares validly tendered and not withdrawn is less than ninety percent (90%) of the Fully Diluted Shares, for an aggregate period not to exceed twenty (20) Business Days (for all such extensions); PROVIDED, that Sub shall immediately accept and promptly pay for all Company Common Stock tendered prior to the date of an extension pursuant to clause (A) and shall otherwise meet the requirements of Rule 14d-11 under the Exchange Act in connection with each such extension, and (B) extend the Offer for any period required by any rule, regulation, interpretation or position of the SEC or the staff thereof applicable to the Offer. On the terms and subject to the conditions of the Offer and this Agreement, Sub shall pay for all shares of Company Common Stock validly tendered and not withdrawn pursuant to the Offer promptly after the expiration of the Offer and, with respect to any extension of the Offer pursuant to Rule 14d-11 under the Exchange Act, shall immediately accept and promptly pay for all shares of Company Common Stock as they are validly tendered. If this Agreement is terminated by Parent, Sub or the Company, Sub shall, and Parent shall cause Sub to, terminate promptly the Offer.

(b) On the date of commencement of the Offer, Parent and Sub shall file with the SEC a Tender Offer Statement on Schedule TO with respect to the Offer, which shall contain an offer to purchase and a related letter of transmittal (such Schedule TO and the documents included therein pursuant to which the Offer will be made, together with any supplements or amendments thereto, the "OFFER DOCUMENTS"). The Offer Documents will comply as to form in all material respects with the applicable provisions of the Securities Act and the Exchange Act and the rules and regulations promulgated thereunder. Parent shall deliver copies of the proposed forms of the Offer Documents to the Company within a reasonable time prior to the commencement of the Offer for review and comment by the Company and its counsel. Each of Parent, Sub and the Company shall promptly correct any information provided by it for use in the Offer Documents if and to the extent that such information shall have become false or misleading in any material respect or as otherwise required by law, and each of Parent and Sub shall take all steps necessary to amend or supplement the Offer Documents and to cause the Offer Documents, as so amended or supplemented, to be filed with the SEC and to be disseminated to the Company's

stockholders, in each case as and to the extent required by applicable federal securities laws. Parent and Sub shall provide the Company and its counsel with any comments, whether written or oral, or other communications Parent, Sub or their counsel may receive from the SEC or its staff with respect to the Offer Documents promptly after the receipt of such comments and shall cooperate with the Company and its counsel in responding to such comments or other communications.

(c) Parent shall provide or cause to be provided to Sub upon expiration of the Offer or any subsequent extension thereof, as applicable, all funds necessary to immediately accept for payment, and pay for, any shares of Company Common Stock that are validly tendered and not withdrawn pursuant to the Offer and that Sub is permitted to accept for payment under applicable law pursuant to the Offer.

SECTION 2.02 COMPANY ACTIONS.

(a) The Company hereby approves of and consents to each of the Transactions (including for purposes of Section 203 of the DGCL). The Company hereby consents to the inclusion in the Offer Documents of the recommendations of the Company Board described in SECTION 4.04(b) of this Agreement.

(b) On the date the Offer Documents are filed with the SEC, the Company shall file with the SEC the Schedule 14D-9 containing the recommendations described in SECTION 4.04(b) (subject to the Company Board's ability to modify or withdraw such recommendations in accordance with the terms of this Agreement) and shall cause the Schedule 14D-9 to be disseminated to the holders of Company Common Stock, together with the Offer Documents, as required by applicable

federal securities laws. The Schedule 14D-9 will comply as to form in all material respects with the applicable provisions of the Exchange Act and the rules and regulations promulgated thereunder. The Company shall deliver copies of the proposed form of the Schedule 14D-9 to Parent within a reasonable time prior to the filing thereof with the SEC for review and comment by Parent and its counsel. Each of the Company, Parent and Sub shall promptly correct any information provided by it for use in the Schedule 14D-9 if and to the extent that such information shall have become false or misleading in any material respect or as otherwise required by law, and the Company shall take all steps necessary to amend or supplement the Schedule 14D-9 and to cause the Schedule 14D-9, as so amended or supplemented, to be filed with the SEC and disseminated to the Company's stockholders, in each case as and to the extent required by applicable federal securities laws. The Company shall provide Parent and its counsel with any comments, whether written or oral, or other communications the Company or its counsel may receive from the SEC or its staff with respect to the Schedule 14D-9 promptly after the receipt of such comments or other communications.

(c) In connection with the Offer, the Company shall, or shall cause its transfer agent to, furnish Sub promptly with mailing labels containing the names and addresses of all record holders of Company Common Stock, each as of a recent date and of those Persons becoming record holders subsequent to such date, together with copies of all lists of stockholders, security position listings, computer files and all other information in the Company's possession or control regarding the record holders and beneficial owners of Company Common Stock, and shall furnish to Sub such information and assistance (including updated lists of stockholders, mailing

labels, security position listings and computer files) as Parent may reasonably request in communicating the Offer to the Company's stockholders. Subject to the requirements of Applicable Law, and except for such steps as are necessary to disseminate the Offer Documents and any other documents necessary to consummate the Transactions, Parent and Sub shall hold in confidence the information contained in any such labels, listings and files, shall use such information only in connection with the Transactions and, if this Agreement shall be terminated, shall deliver to the Company or destroy all copies of such information then in their possession or control.

SECTION 2.03 BOARD OF DIRECTORS; SECTION 14(f).

(a) If requested by Parent, promptly after the acceptance for payment of, and full payment for, the shares of Company Common Stock to be purchased pursuant to the Offer, Parent shall be entitled to designate such number of directors on the Company Board (and on each committee of the Company Board and on each board of directors of each Company Subsidiary designated by Parent) as will give Parent representation on the Company Board (or such committee or Company Subsidiary board of directors) equal to at least that number of directors, rounded up to the next whole number, which is the product of (i) the total number of directors on the Company Board (or such committee or Company Subsidiary board of directors) giving effect to the directors appointed or elected pursuant to this sentence multiplied by (ii) the percentage that (A) such number of shares of Company Common Stock so accepted for payment and paid for by Sub plus the number of shares of Company Common Stock otherwise owned by Parent, Sub or any other Parent Subsidiary bears to (B) the number of shares of Company Common Stock then outstanding, and the Company shall, at such time, cause Parent's designees to be so appointed or elected (the time of the appointment of such directors being referred to herein as the "APPOINTMENT TIME"); PROVIDED, HOWEVER, that in the event that Parent's designees are elected to the Company Board, until the Effective Time, the Company Board shall have at least three (3) directors who are directors on the date of this Agreement and who are not employees of BP or any of BP's Affiliates (other than the Company) (the "INDEPENDENT DIRECTORS"); and PROVIDED FURTHER that, in such event, if the number of Independent Directors shall be reduced below three (3) for any reason whatsoever, the remaining Independent Directors shall, to the fullest extent permitted by law, designate a person to fill such vacancy who shall be deemed to be an Independent Director for purposes of this Agreement or, if no Independent Directors then remain, the other directors shall designate three (3) persons to fill such vacancies who shall not be employees or Affiliates (other than the Company) of BP, or officers or Affiliates of Parent or any of Parent Subsidiaries, and such persons shall be deemed to be Independent Directors for purposes of this Agreement. The Company shall take all actions necessary to cause the persons designated by Parent to be directors on the Company Board (or a committee of the Company Board or the board of directors of a Company Subsidiary designated by Parent) pursuant to the preceding sentence to be so appointed or elected (whether, at the request of Parent, by means of increasing

the size of the Company Board (or such committee or Company Subsidiary board of directors) (and shall, if necessary, amend the Company By-laws or organizational documents of the Company Subsidiary, as applicable, to permit such an increase) or seeking the resignation of directors and causing Parent's designees to be appointed or elected).

(b) The Company's obligation to appoint designees of Parent to the Company Board shall be subject to Section 14(f) of the Exchange Act and Rule 14f-1 promulgated thereunder. The

Company shall promptly take all actions required pursuant to Section 14(f) and Rule l4f-1 in order to fulfill its obligations under this SECTION 2.03, and shall include in the Schedule 14D-9 such information with respect to the Company and its officers and directors as is required under Section 14(f) and Rule 14f-1 to enable Parent's designees to be elected to the Company Board. Parent and Sub will supply to the Company any information with respect to any of them and their nominees, officers, directors and Affiliates required by Section 14(f) and Rule 14f-1.

(c) Following the election or appointment of Parent's designees pursuant to this SECTION 2.03 and prior to the Effective Time, (i) any amendment, or waiver of any term or condition, of this Agreement or the Company Charter or Company By-laws and (ii) any termination of this Agreement by the Company, any extension by the Company of the time for the performance of any of the obligations or other acts of Parent or Sub or waiver or assertion of any of the Company's rights hereunder, and any other consent or action by the Company Board with respect to this Agreement that adversely affects the holders of shares of Company Common Stock, will require the concurrence of a majority of both (A) the then directors of the Company Board who were directors of the Company Board on the date of this Agreement or their successors who were recommended to succeed by a majority of such directors, and (B) the then Independent Directors.

SECTION 2.04 THE MERGER. On the terms and subject to the conditions set forth in this Agreement, and in accordance with the DGCL, Sub shall be merged with and into the Company at the Effective Time. At the Effective Time, the separate corporate existence of Sub shall cease and the Company shall continue as the surviving corporation (the "SURVIVING CORPORATION") and shall succeed to and assume all the rights and obligations of Sub and the Company in accordance with the DGCL.

SECTION 2.05 CLOSING. The Closing shall take place at the offices of Skadden, Arps, Slate, Meagher & Flom (Illinois), 333 W. Wacker Drive, Suite 2100, Chicago, IL 60606 at 10:00 a.m. on the second Business Day following the satisfaction (or, to the extent permitted by Applicable Law, waiver by all parties) of the conditions set forth in ARTICLE VIII (or, to the extent permitted by Applicable Law, waived by the parties entitled to the benefits thereof) or at such other time, date and place as shall be fixed by written agreement between the parties.

SECTION 2.06 EFFECTIVE TIME. At the Closing, Parent and the Company will cause the Certificate of Merger to be executed and filed with the Secretary of State of the State of Delaware as provided in Section 251 or 253, as applicable, of the DGCL. The Merger shall become effective at the time when the Certificate of Merger has been duly filed with the Secretary of State of the State of Delaware or such other time as shall be agreed upon by the parties and set forth in the Certificate of Merger in accordance with the DGCL (the "EFFECTIVE TIME"). From and after the Effective Time, the Merger shall have all the effects provided by Section 259 of the DGCL, including without limitation, the effect that the Surviving Corporation shall possess all of the assets, rights, privileges, powers and franchises and shall be subject to all of the liabilities, restrictions, disabilities and duties of the Company and Sub, all as provided under the DGCL.

SECTION 2.07 CERTIFICATE OF INCORPORATION AND BY-LAWS. (a) The certificate of incorporation of Sub, as in effect immediately prior to the Effective Time, shall be the certificate of incorporation of the Surviving Corporation (except that the certificate of incorporation of Sub shall be amended so that the name of the Surviving Corporation specified therein shall be

the name of the Company as specified in its certificate of incorporation as of immediately prior to the Merger) until thereafter changed or amended as provided therein or by Applicable Law.

(b) The by-laws of Sub, as in effect immediately prior to the Effective Time, shall be the by-laws of the Surviving Corporation until thereafter changed or amended as provided therein or by Applicable Law.

SECTION 2.08 DIRECTORS. The directors of Sub immediately prior to the Effective Time shall be the directors of the Surviving Corporation, until their successors have been duly elected or appointed and qualified or until their earlier death, resignation or removal in accordance with the Surviving Corporation's certificate of incorporation and by-laws.

SECTION 2.09 OFFICERS. The officers of the Company shall, from and after the Effective Time, be the officers of the Surviving Corporation until their successors have been duly elected or appointed and qualified or until their earlier death, resignation or removal in accordance with the Surviving Corporation's certificate of incorporation and by-laws.

ARTICLE III

EFFECT ON THE CAPITAL STOCK OF THE CONSTITUENT CORPORATIONS; EXCHANGE OF CERTIFICATES

SECTION 3.01 EFFECT ON CAPITAL STOCK. At the Effective Time, by virtue of the Merger and without any action on the part of Sub, the Company or any holder of any shares of Company Common Stock or any shares of capital stock of Sub:

(a) CAPITAL STOCK OF SUB. Each issued and outstanding share of capital stock of Sub shall be converted into and become one fully paid and nonassessable share of common stock, par value $0.001 per share, of the Surviving Corporation.

(b) CANCELLATION OF TREASURY STOCK AND PARENT-OWNED STOCK. Each share of Company Common Stock that is held by the Company as treasury stock, or owned by the Company Subsidiaries, Parent, Sub or any other Parent Subsidiary shall no longer be outstanding and shall automatically be canceled and retired and shall cease to exist, and no consideration shall be delivered in exchange therefor.

(c) CONVERSION OF COMPANY COMMON STOCK. Subject to SECTION 3.01(b) and SECTION 3.01(d), each issued and outstanding share of Company Common Stock shall be converted automatically into the right to receive the Merger Consideration. As of the Effective Time, all such shares of Company Common Stock shall no longer be outstanding and shall automatically be canceled and retired and shall cease to exist, and each holder of a Certificate shall cease to

have any rights with respect thereto, except the right to receive the Merger Consideration upon surrender of such Certificate in accordance with SECTION 3.02, without interest.

(d) DISSENTERS' SHARES. Notwithstanding anything in this Agreement to the contrary, Dissenters' Shares shall not be converted into, or represent the right to receive, Merger Consideration as provided in SECTION 3.01(c), but rather the holders of Dissenters' Shares shall be entitled to payment of the appraised value of such Dissenters' Shares in accordance with Section 262 of the DGCL; PROVIDED, HOWEVER, that if any such holder shall fail to perfect or otherwise shall waive, withdraw or lose the right to receive payment of appraised value under Section 262 of the DGCL, then the right of such holder to be paid the appraised value of such holder's Dissenters' Shares shall cease and such Dissenters' Shares shall be treated as if they had been converted as of the Effective Time into the right to receive the Merger Consideration, without any interest thereon, as provided in SECTION 3.01(c). The Company shall provide prompt notice to Parent of any demands received by the Company for appraisal of any shares of Company Common Stock, attempted withdrawals of any such demands and any other documents received in connection with any assertion of rights to payment of appraised value under Section 262 of the DGCL, and Parent shall have the right to participate in and direct all negotiations and proceedings with respect to such demands. The Company shall not, except with the prior written consent of Parent, make any payment with respect to, or settle or offer to settle, any such demands, or agree to do any of the foregoing.

SECTION 3.02 EXCHANGE OF CERTIFICATES.

(a) EXCHANGE AGENT. Prior to the Effective Time, Parent shall select EquiServe Trust Company, N.A. or such other bank or trust company who shall be reasonably satisfactory to the Company to act as the Exchange Agent for the

payment of the Merger Consideration upon surrender of Certificates representing Company Common Stock. When and as needed, Parent or Sub shall deposit, or cause to be deposited, in trust with the Exchange Agent, the Merger Consideration to which holders of shares of Company Common Stock shall have the right to receive at the Effective Time pursuant to SECTION 3.01(c) (such amount being hereinafter referred to as the "EXCHANGE FUND").

(b) EXCHANGE PROCEDURE. As soon as reasonably practicable after the Effective Time, Parent or the Surviving Corporation shall cause the Exchange Agent to mail to each holder of record of a Certificate or Certificates (other than holders of Certificates representing shares of Common Stock referred to in SECTION 3.01(b)), (i) a letter of transmittal (which shall specify that delivery shall be effected, and risk of loss and title to the Certificates shall pass, only upon delivery of the Certificates to the Exchange Agent and shall be in a form and have such other provisions as Parent may reasonably specify) and (ii) instructions for use in effecting the surrender of the Certificates in exchange for the Merger Consideration. Upon surrender of a Certificate for cancellation to the Exchange Agent or to such other agent or agents as may be appointed by Parent, together with such letter of transmittal, duly executed and completed, and such other documents as may reasonably be required by the Exchange Agent, the holder of such Certificate shall be entitled to receive in exchange therefor the Merger Consideration for each share of Company Common Stock theretofore represented by such Certificate, and the Certificate so surrendered shall forthwith be canceled. In the event of a transfer of ownership of Company Common Stock which is not registered in the transfer records of the Company,

payment may be made to a Person other than the Person in whose name the Certificate so surrendered is registered, if such Certificate shall be properly endorsed or otherwise be in proper form for transfer and the Person requesting such payment shall (A) pay to the Exchange Agent any Transfer Taxes or other Taxes required by reason of the payment to a Person other than the registered holder of such Certificate, or (B) establish to the satisfaction of the Parent or Surviving Corporation that such Tax has been paid or is otherwise not applicable. Until surrendered as contemplated by this SECTION 3.02, each Certificate (other than Certificates representing Dissenters' Shares) shall be deemed at any time after the Effective Time to represent only the right to receive upon such surrender the Merger Consideration, without interest, into which the shares of Company Common Stock theretofore represented by such Certificate shall have been converted pursuant to SECTION 3.01(c). No interest shall be paid or shall accrue on any Merger Consideration payable upon the surrender of any Certificate.

(c) NO FURTHER OWNERSHIP RIGHTS IN COMPANY COMMON STOCK. The Merger Consideration paid in accordance with the terms of this ARTICLE III upon conversion of any shares of Company Common Stock shall be deemed to have been paid in full satisfaction of all rights pertaining to such shares, and there shall be no further registration of transfers on the stock transfer books of the Surviving Corporation of shares of Company Common Stock that were outstanding immediately prior to the Effective Time. If, after the Effective Time, any Certificates formerly representing shares of Company Common Stock are presented to the Surviving Corporation, Parent or the Exchange Agent for any reason, they shall be canceled and exchanged as provided in this ARTICLE III.

(d) TERMINATION OF EXCHANGE FUND. Any portion of the Exchange Fund (including any earnings received with respect thereto) that remains undistributed to the holders of Company Common Stock six (6) months after the Effective Time shall be delivered to the Surviving Corporation and any holder of Company Common Stock who has not theretofore complied with this ARTICLE III shall thereafter look only to the Surviving Corporation (subject to abandoned property, escheat or similar Applicable Law) for payment of its claim for Merger Consideration.

(e) NO LIABILITY. None of Parent, Sub, the Company, the Surviving Corporation or the Exchange Agent shall be liable to any Person in respect of any cash from the Exchange Fund delivered to a public official pursuant to any applicable abandoned property, escheat or similar Applicable Law.

(f) INVESTMENT OF EXCHANGE FUND. The Exchange Agent shall invest any cash included in the Exchange Fund, as directed by Parent, on a daily basis. Any interest and other income resulting from such investments shall be paid to Parent or the Surviving Corporation.

(g) WITHHOLDING RIGHTS. The Surviving Corporation shall be entitled to deduct and withhold from the consideration otherwise payable to any holder of Company Common Stock pursuant to this Agreement such amounts as may be required to be deducted and withheld with respect to the making of such payment under the

Code, or under any provision of state, local or foreign tax law.

(h) LOST, STOLEN OR DESTROYED CERTIFICATES. In the event any Certificate shall have been lost, stolen or destroyed, upon the making of an affidavit of that fact by the Person claiming such

Certificate to be lost, stolen or destroyed, the Exchange Agent shall issue in exchange for such lost, stolen or destroyed Certificate the Merger Consideration deliverable in respect thereof as determined in accordance with SECTION 3.01, provided that the Person to whom the Merger Consideration is paid shall, as a condition precedent to the payment thereof, indemnify the Surviving Corporation and Parent in a manner satisfactory to them (including, without limitation, the posting by such Person of such bond and security as the Surviving Corporation and Parent may reasonably request) against any claim that may be made against the Surviving Corporation and Parent with respect to the Certificate claimed to have been lost, stolen or destroyed.

ARTICLE IV

REPRESENTATIONS AND WARRANTIES OF THE COMPANY

Except as set forth in the corresponding section or subsections of the Company Disclosure Letter, dated the date of this Agreement, delivered by the Company to Parent and Sub (it being understood that if it is readily apparent from the text of the disclosure that an item disclosed in one section or subsection of the Company Disclosure Letter is omitted from another section or subsection where such disclosure would be appropriate, such item shall be deemed to have been disclosed in such section or subsection of the Company Disclosure Letter from which such item is omitted), the Company represents and warrants to Parent and Sub as follows:

SECTION 4.01 ORGANIZATION, STANDING AND POWER. The Company and each of the Company Subsidiaries is duly organized, validly existing and in good standing under the laws of the jurisdiction in which it is organized and has full power and authority and possesses all Permits necessary to enable it to own, lease or otherwise hold its properties and assets and to conduct its business as presently conducted, and there has occurred no default under, or violation of, any such Permit, except where such default or violation or the failure to have such Permits individually or in the aggregate, would not have, or reasonably be expected to have a Company Material Adverse Effect. The Company and each Company Subsidiary is duly qualified to do business in each jurisdiction in which the nature of its business or its ownership of its properties make such qualification necessary or beneficial, except in such jurisdictions where the failure to be so qualified, individually or in the aggregate, would not have, or reasonably be expected to have, a Company Material Adverse Effect. True and complete copies of the Company Charter, the Company By-laws and the charter documents, by-laws and equivalent organizational documents (and in each case all amendments thereto) of each of the Company Subsidiaries as in effect immediately prior to the date hereof have been made available to Parent.

SECTION 4.02 COMPANY SUBSIDIARIES. Except as set forth in Section 4.02(a) of the Company Disclosure Letter, the Company owns, directly or indirectly, each of the outstanding shares of capital stock or a one hundred percent (100%) ownership interest, as applicable, of each of the Company Subsidiaries free and clear of all Liens. Each of the outstanding shares of capital stock of each of the Company Subsidiaries having corporate form is duly authorized, validly issued, fully paid and nonassessable. The following information for each Company Subsidiary is set forth in SECTION 4.02(b) of the Company Disclosure Letter: (a) its name and jurisdiction of incorporation or organization; (b) its authorized capital stock or share capital; and (c) the name of each stockholder or owner and the number of issued and outstanding shares of capital stock or share capital held by it or the type and amount of any ownership interest. Except

as set forth in Section 4.02(c) of the Company Disclosure Letter, other than the Company Subsidiaries, there are no other entities in which the Company owns, of record or beneficially, any direct or indirect equity interest or any right (including contingent rights) to acquire the same.

SECTION 4.03 CAPITAL STRUCTURE. The authorized capital stock of the Company consists of 35,000,000 shares of Company Common Stock and 10,000,000 shares of preferred stock, $0.001 par value per share (the "COMPANY PREFERRED STOCK" and collectively with the Company Common Stock, "COMPANY CAPITAL STOCK"). As of the date hereof, (a) 10,291,789 shares of Company Common Stock and no shares of Company Preferred Stock were issued and outstanding, (b) no shares of Company Common Stock and no shares of Company Preferred Stock were held by the Company in its treasury, and (c) 2,227,470 shares of Company Common Stock were subject to outstanding Company Stock Options. Of the 2,227,470 shares of Company Common Stock subject to outstanding Company Stock Options, 272,750 shares are subject to Company Stock Options issued pursuant to the Company's 2001 Long Term Incentive Plan and upon the consummation of the Offer, options to purchase 204,562 shares of Company Common Stock will terminate and be surrendered to the Company with no further payment by the Company, Parent or Sub. Except as set forth above as of the date hereof, no shares of capital stock or other voting securities of the Company were issued, reserved for issuance or outstanding. All outstanding shares of Company Capital Stock are, and all such shares that may be issued prior to the Effective Time will be when issued, duly authorized, validly issued, fully paid and nonassessable and not subject to or issued in violation of any purchase option, call option, right of first refusal, preemptive right, subscription right or any similar right under any provision of the DGCL, the Company Charter, the Company By-laws or any Contract to which the Company is a party or otherwise bound. There is no Voting Company Debt and there are no Company SARs issued or outstanding and the only rights outstanding under any Company Option Plan are Company Stock Options. Except as set forth above, as of the date of this Agreement, there are no options, warrants, call rights, convertible or exchangeable securities, "phantom" stock rights, stock appreciation rights, stock-based performance units, commitments, Contracts, arrangements or undertakings of any kind to which the Company or any Company Subsidiary is a party or by which any of them is bound (i) obligating the Company or any Company Subsidiary to issue, deliver or sell, or cause to be issued, delivered or sold, additional shares of capital stock or other equity interests in, or any security convertible or exercisable for or exchangeable into any capital stock of or other equity interest in, the Company or of any Company Subsidiary or any Voting Company Debt, (ii) obligating the Company or any Company Subsidiary to issue, grant, extend or enter into any such option, warrant, call, right, security, commitment, Contract, arrangement or undertaking or (iii) that give any Person the right to receive any economic benefit or right similar to or derived from the economic benefits and rights accruing to holders of Company Capital Stock. There are not any (A) contractual obligations of the Company or any Company Subsidiary to repurchase, redeem or otherwise acquire any shares of capital stock of the Company or any Company Subsidiary, or (B) voting trusts or other agreements or understandings to which the Company or any of the Company Subsidiaries is a party with respect to the voting or transfer of capital stock of the Company or any of the Company Subsidiaries.

SECTION 4.04 AUTHORIZATION; VALIDITY OF AGREEMENT; NECESSARY ACTION.

(a) The Company has full corporate power and authority to execute and deliver this Agreement and, subject to adoption by the Company's stockholders of this Agreement (if required), to consummate the Transactions. The execution, delivery and performance by the Company of this Agreement and the consummation by the Company of the Transactions have been duly authorized by all necessary corporate action on the part of the Company, and except for the Company Stockholder Approval in the case of the Merger (if required), no other corporate action on the part of the Company is necessary to authorize the consummation of the Transactions. This Agreement has been duly executed and delivered by the Company and constitutes (assuming the due authorization, execution and delivery by Parent and Sub) the valid and binding obligation of the Company enforceable against the Company in accordance with its terms, except to the extent that enforceability may be limited by applicable bankruptcy, insolvency, moratorium or other similar laws affecting the enforcement of creditors' rights generally and subject to general principles of equity.

(b) The Company Board, at a meeting duly called and held prior to execution of this Agreement, duly adopted resolutions (i) approving and declaring advisable this Agreement, the Stockholder Agreement and the other Transactions (such approvals having been made in accordance with the DGCL, including for purposes of Section 203 thereof), (ii) determining that the terms of the Offer, the Merger and the other Transactions are fair to and in the best interests of the Company and its stockholders, (iii) recommending that the holders of Company Common Stock accept the Offer and tender their shares of Company Common Stock pursuant to the Offer, (iv) recommending that the Company's stockholders approve and adopt this Agreement and the Merger and (v) adopting this Agreement. Such resolutions are sufficient to render inapplicable to Parent and Sub and this Agreement, the Stockholder Agreement, the Offer, the Merger and

the other Transactions, the restrictions on "business combinations" set forth in Section 203 of the DGCL.

(c) The only vote of holders of any class or series of Company Capital Stock necessary to approve and adopt this Agreement and the Merger is the approval and adoption of this Agreement by the holders of a majority of the outstanding shares of Company Common Stock (the "COMPANY STOCKHOLDER APPROVAL").

SECTION 4.05 NO CONFLICTS; CONSENTS. Except as set forth in SECTION 4.05 of the Company Disclosure Letter, the execution and delivery by the Company of this Agreement does not, and the consummation of the Transactions and compliance with the terms hereof and thereof, and the execution, delivery and performance of the Stockholder Agreement by the parties thereto, will not conflict with, or result in any violation of or default (with or without notice or lapse of time, or both) under, or give rise to a right of termination, amendment, cancellation or acceleration of any obligation or to loss of a material benefit under, or to increased, additional, accelerated or guaranteed rights or entitlements of any Person under, or impose any penalty or fine under, or result in the creation of any Lien (other than Permitted Liens) upon any of the properties or assets of the Company or any Company Subsidiary under, any provision of (a) the Company Charter, the Company By-laws or the comparable charter or organizational documents of any Company Subsidiary, (b) any Company Agreement, or (c) subject to the filings and other matters referred to in the following sentence, any provision of any

Order or Applicable Law applicable to the Company or any Company Subsidiary or their respective properties or assets, other than, in the cases of CLAUSES (b) or (c) above, any such items that, individually or in the aggregate, would not have, or reasonably be expected to have a Company Material Adverse Effect. No Consent of, or registration, declaration or filing with, any Governmental Entity is required to be obtained or made by or with respect to the Company or any Company Subsidiary in connection with the execution, delivery and performance of this Agreement or the consummation of the Transactions, other than (i) compliance with and filings under the HSR Act and the pre-merger notification requirements of Austria, Germany, Ireland, Italy, Turkey, and Croatia, (ii) the filing with the SEC of (A) the Schedule 14D-9, (B) a Proxy Statement, if shareholder approval is required by Applicable Law, and (C) such reports under Sections 13 and 14 of the Exchange Act, as may be required in connection with this Agreement, the Stockholder Agreement and the Transactions, (iii) the filing of the Certificate of Merger with the Secretary of State of the State of Delaware and appropriate documents with the relevant authorities of the other jurisdictions in which the Company is qualified to do business, (iv) such filings as may be required in connection with the Taxes described in SECTION 7.07, (v) such other items as are set forth in SECTION 4.05 of the Company Disclosure Letter, and (vi) such Consents which, if not obtained, would not, individually or in the aggregate, have, or reasonably be expected to have a Company Material Adverse Effect.

SECTION 4.06 SEC DOCUMENTS; FINANCIAL STATEMENTS; UNDISCLOSED LIABILITIES.

(a) The Company has timely filed with the SEC all Company SEC Documents. As of its respective date, each Company SEC Document, including, without limitation, any financial statements or schedules included therein, complied in all material respects with the requirements of the Securities Act and Exchange Act, as the case may be, and the rules and regulations of the SEC promulgated thereunder applicable to such Company SEC Documents, and did not contain any untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary in order to make the statements therein, in light of the circumstances under which they were made, not misleading. Except to the extent that information contained in any Company SEC Document has been revised or superseded by a later filed Company SEC Document (which later filed Company SEC Document has been filed prior to the date hereof), none of the Company SEC Documents contains any untrue statement of a material fact or omits to state any material fact required to be stated therein or necessary in order to make the statements therein, in light of the circumstances under which they were made, not misleading.

(b) Except as set forth in SECTION 4.06(b) of the Company Disclosure Letter, the Financial Statements comply as to form in all material respects with applicable accounting requirements and the published rules and regulations of the SEC with respect thereto, have been prepared in accordance with GAAP (except, in the case of unaudited statements, as permitted by Form 10-Q of the SEC) applied on a consistent basis during the periods involved (except as may be indicated in the notes thereto) and fairly present in all material respects the consolidated financial position of the Company and its consolidated Subsidiaries as of the dates thereof and the consolidated results of their operations and cash flows for the periods then ended (subject, in the case of unaudited

statements, to normal year-end audit adjustments).

(c) The Company and the Company Subsidiaries have no material liabilities, whether accrued, absolute, contingent or otherwise, and whether or not required to be disclosed on a

balance sheet prepared in accordance with GAAP, except liabilities (i) stated or reserved against in the Financial Statements of the Company included in the Filed Company SEC Documents or disclosed in SECTION 4.06(c) of the Company Disclosure Letter or (ii) incurred in (A) the ordinary and usual course of business consistent with past practice since June 30, 2001 and disclosed to Parent prior to the date hereof or (B) in connection with the Transactions contemplated hereby.

SECTION 4.07 INFORMATION SUPPLIED. None of the information supplied or to be supplied by the Company included or incorporated by reference in (a) the Offer Documents or the Schedule 14D-9 will, at the time such document is filed with the SEC, at any time it is amended or supplemented and at the time it is first published, sent or given to the Company's stockholders, 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 are made, not misleading, or (b) the Proxy Statement will, at the date it is first mailed to the Company's stockholders and at the time of the Company Stockholders Meeting, contain any untrue statement of a material fact or omit to state any material fact required to be stated therein or necessary in order to make the statements therein, in light of the circumstances under which they are made, not misleading. The Schedule 14D-9 and the Proxy Statement will comply as to form in all material respects with the requirements of the Exchange Act and the rules and regulations promulgated thereunder, except that no representation is made by the Company with respect to statements made or incorporated by reference therein based on information supplied by Parent or Sub specifically for inclusion or incorporation by reference therein.

SECTION 4.08 ABSENCE OF CERTAIN CHANGES OR EVENTS. Except as disclosed in the Filed Company SEC Documents or in SECTION 4.08 of the Company Disclosure Letter, from the date of the most recent audited financial statements included in the Filed Company SEC Documents (a) the Company and the Company Subsidiaries have conducted their business only in the ordinary and usual course of business consistent with past practice, (b) none of the Company or any Company Subsidiary has experienced or been affected by any event, change, effect or development that, individually or in the aggregate, has had or would have, or would reasonably be expected to have a Company Material Adverse Effect and (c) none of the Company or any Company Subsidiary (i) has taken any action that, if taken after the date of this Agreement, would constitute a breach of any of the covenants set forth in SECTIONS 6.01(a), 6.01(b) (excluding from such Section for the purposes of this Section the words "outstanding as of the date of this Agreement"), 6.01(d), 6.01(e), 6.01(f), 6.01(g) or 6.01(i) of this Agreement. Since June 30, 2001, except as set forth in SECTION 4.08 of the Company Disclosure Letter, there was no (i) material increase in the indebtedness of the Company and the Company Subsidiaries, (ii) material decrease in the net assets of the Company as compared with the amounts shown on the unaudited balance sheets included in the Company's June 30, 2001, 10-Q and (iii) material decrease, as compared with the corresponding period in the preceding year, in revenues or the total per share amount of net income of the Company.

SECTION 4.09 TAXES.

(a) All Tax Returns required to be filed by or with respect to the Company or any Company Subsidiary, have been filed and all material Taxes required to be paid by or with respect to the Company or any Company Subsidiary, whether disputed or not and whether or not

shown on any Tax Return, have been paid, except Taxes which have not yet accrued or otherwise become due, for which adequate provision has been made in the pertinent financial statements referred to in SECTION 4.06 hereof. All such Tax Returns were correct and complete in all material respects when filed. Except as would not be material, the provisions for Taxes on the Financial Statements are sufficient as of their respective dates for the payment of all accrued and unpaid Taxes of any nature of the Company and the Company Subsidiaries, whether or not assessed or disputed. All Taxes and other assessments and levies which the Company or any of the Company Subsidiaries is required to withhold or collect have been withheld and collected and have been paid over on a timely basis to the proper Governmental Entities in connection with amounts paid or owing to any employee, independent contractor, creditor, stockholder, or other

third party. Except as set forth in SECTION 4.09(a) of the Company Disclosure Letter, there is no pending dispute or claim concerning any Tax liability of the Company or any of the Company Subsidiaries either (A) claimed or raised by any Tax Authority or (B) as to which the Company has Knowledge based upon personal contact with any agent of or other Person acting on behalf of or for such Tax Authority. Except as set forth in SECTION 4.09(a) of the Company Disclosure Letter, neither the Company nor any of the Company Subsidiaries has received notice of any audit of any Tax Return filed by such Person. Except as set forth in SECTION 4.09(a) of the Company Disclosure Letter, neither the Company nor any of the Company Subsidiaries has received notice of any claim made by any authority in a jurisdiction where the Company or such Company Subsidiary does not file Tax Returns that the Company or such Company Subsidiary is or may be subject to taxation by that jurisdiction.

(b) Except as set forth in SECTION 4.09(b) of the Company Disclosure Letter, neither the Company nor any of the Company Subsidiaries has waived any statute of limitations in respect of Taxes or agreed to any extension of time with respect to a Tax assessment or deficiency, nor has any such waiver or agreement been requested by the IRS or any other Tax Authority; and neither the Company nor any of the Company Subsidiaries currently is the beneficiary of any extension of time within which to file any Tax Return.

(c) Except as set forth in SECTION 4.09(c) of the Company Disclosure Letter: neither the Company nor any of the Company Subsidiaries has filed a consent under Section 341(f) of the Code concerning collapsible corporations or agreed to have Section 341(f)(2) of the Code apply; neither the Company nor any of the Company Subsidiaries has made any payments, is obligated to make any payments, or is party to any agreement that under any circumstances could obligate it to make any payments that will not be deductible under Section 280G or Section 162(m) of the Code; neither the Company nor any of the Company Subsidiaries is a party to any Tax allocation or sharing agreement; neither the Company nor any of the Company Subsidiaries (i) has been a member of an affiliated group filing a consolidated federal income Tax Return (other than (A) such a group of which the Company is the common parent or (B) for the period ending on or before February 10, 1998, such a group with respect to which Amoco Corporation was the common parent) or (ii) will be required to pay the Taxes of any Person other than Company or any Company Subsidiaries under Treasury Regulation Section 1.1502-6 (or any similar provision of state, local, or foreign law), as a transferee or successor, by Contract, agreement or otherwise; and neither the Company nor any of the Company Subsidiaries is or will be required to include in income any adjustment pursuant to Section 481(a) of the Code by reason of a voluntary change in accounting method initiated by the Company or a Company Subsidiary (nor does the Company have any Knowledge that the IRS has proposed any such adjustment or change of

accounting method). There are no requests for rulings or determinations in respect of any Tax or Tax matter pending between the Company or any of the Company Subsidiaries and any Tax Authority. Since October 1, 1997, none of the Company or any Company Subsidiary has been a distributing or controlled corporation in a transaction to which Section 355 of the Code applied. The transactions contemplated by this Agreement are not subject to any Tax withholding provision.

SECTION 4.10 BENEFIT PLANS.

(a) SECTION 4.10(a) of the Company Disclosure Letter contains a true and complete list of each "employee benefit plan" (within the meaning of Section 3(3) of ERISA), stock purchase, stock option, severance, retention, employment, change-in-control, fringe benefit, collective bargaining, unemployment compensation, bonus, incentive, deferred compensation and all other employee benefit plans, agreements, programs, policies or other arrangements, whether or not subject to ERISA under which any current or former Company Employee, director or consultant of the Company or the Company Subsidiaries or any of their respective ERISA Affiliates has any right to benefits or under which the Company or the Company Subsidiaries has any liability (including any Contract between the Company or any Affiliate of the Company and any current or former employee, director or consultant or the Company or any Affiliate of the Company relating to the "change-in-control" or sale of the Company or any Company Subsidiary). All such plans, agreements, programs, policies and arrangements shall be collectively referred to as the "COMPANY PLANS."

(b) With respect to each Company Plan, the Company has made available to Parent a current, accurate and complete copy (or, to the extent no such copy exists, an accurate description) thereof and, to the extent applicable: (i) any related trust agreement or other funding instrument; (ii) the most recent IRS determination or opinion letter, if applicable; (iii) any summary plan description and (iv) the most recent (A) Form 5500 and attached schedules, (B) audited financial statements, (C) actuarial valuation reports and (D) attorney's

response to an auditor's request for information.

(c) (i) Each Company Plan has been established and complies and has been administered in form and operation in all material respects in accordance with its terms, and in material compliance with the applicable provisions of ERISA, the Code and other Applicable Laws; (ii) each Company Plan which is intended to be qualified within the meaning of Section 401(a) of the Code and each trust intended to qualify under the meaning of Section 501(a) of the Code has either received a favorable determination letter from the IRS with respect to each such Company Plan as to its qualified status under the Code, ERISA and the Uruguay Round Agreements Act, the Uniformed Services Employment and Reemployment Rights Act of 1994, the Small Business Job Protection Act of 1996, the Taxpayer Relief Act of 1977, the IRS Restructuring and Reform Act of 1998 and the Community Renewal Tax Relief Act of 2000 (collectively referred to as "GUST") or has remaining a period of time under applicable Treasury regulations or IRS pronouncements in which to apply for such a determination letter (a "DETERMINATION LETTER") and make any amendments necessary to obtain a favorable determination and no event has occurred which would adversely affect the status of such determination letter or the qualified status of such Company Plan; (iii) no event has occurred and no condition exists that would reasonably be expected to subject the Company or the Company Subsidiaries or any of their respective ERISA

Affiliates, to any material Tax, fine, Lien, penalty or other liability imposed by ERISA or the Code, including but not limited to Title IV of the Code; (iv) no non-exempt "prohibited transaction" (as such term is defined in Section 406 of ERISA and Section 4975 of the Code) has occurred with respect to any Company Plan; and (v) no Company Plan provides retiree welfare benefits and none of the Company or any Company Subsidiaries has any obligations to provide any retiree welfare benefits except, in either case, to the extent required by Section 4980B of the Code.

(d) With respect to any Company Plan (or the assets thereof), (i) no Proceedings (other than routine claims for benefits in the ordinary and usual course of business) are pending or threatened in writing, (ii) no facts or circumstances exist that could reasonably be expected to give rise to any such actions, suits or claims and (iii) none of the assets of any Company Plan are invested in employer securities or employer real property.

(e) Except as set forth in SECTION 4.10(e) of the Company Disclosure Letter, no Company Plan exists that could result in the payment to any present or former Company Employee of any money or other property or accelerate or provide any other rights or benefits to any present or former employee of the Company or any Company Subsidiary as a result of the Transactions, including the Offer and the Merger, either alone or in combination with another event.

(f) None of the Company Plans is subject to Title IV of ERISA and none of the Company Plans is a multiemployer plan (as defined in Section 3(37) of ERISA).

SECTION 4.11 LITIGATION. Except as set forth in SECTION 4.11 of the Company Disclosure Letter and except as would not, individually or in the aggregate, have, or be reasonably expected to have a Company Material Adverse Effect, there are (a) no Orders to which the Company or any Company Subsidiary is a party or by which any of their respective properties or assets are bound, and (b) no Proceedings (i) pending against the Company or any Company Subsidiary or, (ii) to the Knowledge of the Company, threatened against the Company or any Company Subsidiary. There are no Proceedings pending or, to the Knowledge of the Company, threatened against the Company or any Company Subsidiary which may call into question the validity or hinder the enforceability or performance of this Agreement.

SECTION 4.12 COMPLIANCE WITH APPLICABLE LAWS. The Company and each Company Subsidiary has been and is in compliance with all Applicable Laws and Orders, including, without limitation, ERISA, Environmental, Health and Safety Laws, all Applicable Laws and Orders relating to antitrust or trade regulation, employment practices and procedures, wages, hours of work, independent contractor classification, income Tax withholding and occupational health and safety, except for such noncompliance as would not, individually or in the aggregate, have, or reasonably be expected to have, a Company Material Adverse Effect.

SECTION 4.13 CONTRACTS; DEBT INSTRUMENTS.

(a) The Company has made available to Parent prior to the date of this Agreement complete and correct copies of each of the Material Contracts, each as amended or modified to the date hereof (including any waivers currently in effect with respect thereto). Except as set forth in SECTION 4.13(a) of the

Company Disclosure Letter: (i) each Material Contract is valid

and binding on the Company and the Company Subsidiaries, as applicable, and is in full force and effect; and (ii) neither the Company nor any of the Company Subsidiaries is in violation of or in default under (nor does there exist any condition which with the passage of time or the giving of notice or both would cause such a violation of or default under) any Material Contract to which it is a party or by which it or any of its properties or assets is bound, except for violations or defaults that would not, individually or in the aggregate, have, or reasonably be expected to have a Company Material Adverse Effect. No condition exists or event has occurred which (whether with or without notice or lapse of time or both) would constitute a default by the Company or a Company Subsidiary or, to the Knowledge of the Company, any other party thereto under any Material Contract or result (other than due to consummation of the Offer or the Merger) in a right of termination of any Material Contract.

(b) Set forth in SECTION 4.13(b) of the Company Disclosure Letter is (i) a list of all loan or credit agreements, notes, bonds, mortgages, indentures and other agreements and instruments pursuant to which any Indebtedness of the Company or the Company Subsidiaries in an aggregate principal amount in excess of $100,000 is outstanding or may be incurred, and (ii) the respective principal amounts currently outstanding thereunder.

(c) Except as set forth in SECTION 4.13(c) of the Company Disclosure Letter, each of the Company and the Company Subsidiaries is not subject to the terms of any non-competition, right of first refusal, option or other agreement (including any area restrictions) which may restrict in any way the conduct or operations or future conduct or operations of the business of the Company or any Company Subsidiary or the use of the Company Intellectual Property Rights.

SECTION 4.14 INTELLECTUAL PROPERTY. The Company and the Company Subsidiaries own or possess adequate licenses or other valid rights to use the Material Intellectual Property Rights. Except as set forth in SECTION 4.14(a) of the Company Disclosure Letter, neither the Company nor any of its Subsidiaries has granted to any other Person any license to use any of the foregoing. To the Knowledge of the Company, there is no infringement by any Person of any Material Intellectual Property Right owned or exclusively licensed by the Company or the Company Subsidiaries. The Company or a Company Subsidiary holds all right, title and interest in, has maintained in good standing, and has no Liens, oppositions, actions for cancellation, nullity, invalidation or the like pending against Patents Owned, Copyrights, Trademarks and Domain Names, except as otherwise stated on the pertinent schedules therefor. To the Knowledge of the Company, all Patents Licensed have been maintained in good standing and have no Liens, oppositions, actions for cancellation, nullity, invalidation or the like pending against them, except as stated in the pertinent schedules therefor. All material Licenses In and Licenses Out are valid and binding obligations of the Company or the Company Subsidiaries, as applicable, have not been terminated or expired (except in accordance with their terms without default thereunder), to the Knowledge of the Company are in full force and effect and there are no disputes or actions pending or, to the Knowledge of the Company, threatened regarding same except as stated in the pertinent schedules therefor. Except as set forth in SECTION 4.14(b) of the Company Disclosure Letter, there are no third party Intellectual Property Rights (other than patents and trademarks) and, to the Knowledge of the Company, no third party patents or trademarks, that are infringed by any Products or existing activities of the Company or any Company Subsidiary, and the Company has made reasonable inquiries to determine whether any Material Product infringes any third party Intellectual Property Rights. The sections of the

Company Disclosure Letter referenced under the definitions for Copyrights, Domain Names, Licenses In, Licenses Out, Patents Owned, Patents Licensed and Trademarks list, collectively, (i) all patents and patent applications, copyright registrations, trade marks, service marks and Internet domain names, in each case, owned by the Company or any of the Company Subsidiaries which are material to the business of the Company and the Company Subsidiaries and (ii) all licenses, sublicenses and other Contracts pursuant to which the Company or any Company Subsidiary is authorized to use any third party patents, copyrights, trade marks or service marks, in each case, which are material to the business of the Company and the Company Subsidiaries.

SECTION 4.15 TAKEOVER LAWS. The Company Board has taken all action necessary to ensure that Section 203 of the DGCL will not impose any additional procedural, voting, approval, fairness or other restrictions on the timely consummation of the Transactions or restrict, impair or delay the ability of Parent or Sub to engage in any Transaction or to vote or otherwise exercise all

rights as a stockholder of the Company. No other "fair price," "moratorium," "control share acquisition" or other anti-takeover statute or regulation of any Governmental Entity is applicable to the Company or the Transactions.

SECTION 4.16 BROKERS. Except as set forth in SECTION 4.16 of the Company Disclosure Letter, no broker, investment banker, financial advisor, consultant or other Person, other than Wachovia Securities (formerly known as First Union Securities, Inc.) ("WACHOVIA"), the fees and expenses of which will be paid by the Company, is entitled to any broker's, finder's, financial advisor's or other fee or commission in connection with the Offer, the Merger and/or any other Transaction based upon arrangements made by or on behalf of the Company. Except for the letter agreement dated August 30, 2001 between the Company and Wachovia (a true and correct copy of which has been made available to the Parent), the Company has not entered into any agreement with Wachovia for any fee or commission in connection with the Offer, the Merger and/or any other Transaction.

SECTION 4.17 REGULATORY COMPLIANCE.

(a) (i) With respect to each of the Company's and the Company Subsidiaries' products and, to the extent applicable, products under development (collectively, "PRODUCTS"), (A) the Company and the Company Subsidiaries have obtained and hold in the name of the Company or a Company Subsidiary all applicable approvals, clearances and registrations required by any Governmental Entity, to permit any manufacturing, distribution, sales, marketing or human research and development activities of the Company and the Company Subsidiaries to date (the "ACTIVITIES TO DATE") with respect to each Product (collectively, "APPROVALS"); (B) the Company and the Company Subsidiaries are in compliance in all material respects with all terms and conditions of each Approval including all Product claims subject to the adulteration and misbranding provisions of the FDCA and any foreign counterpart and with all requirements pertaining to the Activities to Date with respect to each Product which is not required to be the subject of an Approval; (C) the Company and the Company Subsidiaries are in compliance in all material respects with all applicable requirements (as set forth in relevant statutes and regulations) regarding registration or notification for each site (in any country) at which each Product is manufactured, processed, packed, held for distribution or from which and into which it is distributed; and (D) to the extent any Product is intended for export from the United States,

the Company and the Company Subsidiaries are in compliance in all material respects with either all FDA requirements for marketing or 21 U.S.C. Section 381(e) or Section 382; (ii) all manufacturing operations performed by or on behalf of the Company and the Company Subsidiaries have been and are being conducted in full compliance with current good manufacturing practice, including, but not limited to, the Quality System Regulation issued by the FDA; (iii) all nonclinical laboratory studies of Products under development, as described in 21 C.F.R. Section 58.3(d), sponsored by the Company and the Company Subsidiaries have been and are being conducted in full compliance with the good laboratory practice regulations set forth in 21 C.F.R. Part 58; (iv) all clinical studies of Products, as described in 21 C.F.R. Section 50.3(c), sponsored by the Company and the Company Subsidiaries have been and are being conducted in full compliance with 21 C.F.R. Sections 812, 50, 54 and 56; (v) the Company and the Company Subsidiaries are in full compliance with all reporting requirements for all Approvals or plant registrations described in clause (a)(i) above; except, in the case of the preceding clauses (a)(i) through (a)(v), for any such failures to obtain or noncompliance which, individually or in the aggregate, would not have, or reasonably be expected to have, a Company Material Adverse Effect. Without limiting the generality of the foregoing definition of "Approvals," such definition shall specifically include, with respect to the United States, premarket approval applications under Section 515 of the FDCA, premarket notifications under Section 510(k) of the FDCA, and investigational device exemptions, and product export applications issued by the FDA.

(b) None of the Company, the Company Subsidiaries nor any of its officers, employees or agents has made any untrue statement of a material fact or fraudulent statement to the FDA or any similar Governmental Entity in any other jurisdiction, failed to disclose a fact required to be disclosed to the FDA or any similar Governmental Entity in any other jurisdiction, or committed any act, made any statement, or failed to make any statement, that would reasonably be expected to provide a basis for the FDA to invoke its policy respecting, "Fraud, Untrue Statements of Material Facts, Bribery, and Illegal Gratuities," set forth in 56 Fed. Reg. 46191 (September 10, 1991).

(c) The Company has, prior to execution of this Agreement, made available to Parent copies of or made available for Parent's review any and all documents in its or any of its Subsidiaries' possession that the Company believes are material to assessing the Company's or any of the Company

Subsidiaries' compliance with the FDCA and implementing regulations.

SECTION 4.18 OPINION OF FINANCIAL ADVISOR. The Company has received the opinion of Wachovia, the Company's financial advisor, dated the date of this Agreement, that, as of such date, the consideration to be received in the Offer and the Merger by the Company's stockholders is, in the opinion of such advisor, fair to the Company's stockholders (excluding BP and its Affiliates) from a financial point of view, a signed copy of which opinion has been delivered to Parent.

SECTION 4.19 EMPLOYMENT MATTERS. Except as set forth in SECTION 4.19 of the Company Disclosure Letter:

(a) In the last three (3) years, neither the Company nor any Company Subsidiary has experienced nor is there threatened or pending any labor strikes, slowdowns, lockouts, grievances, unfair labor practice charges or complaints, arbitrations or other disputes arising out

of any collective bargaining agreement. To the Knowledge of the Company, there is no organizational effort presently being made or threatened by or on behalf of any labor union with respect to Company Employees.

(b) There are no collective bargaining or other labor union Contracts to which the Company or any Company Subsidiary is a party or by which it is bound.

(c) Neither the Company nor any Company Subsidiary is a party to, or otherwise bound by, any consent decree or settlement agreement with, or citation by, any Governmental Entity relating to employees or employment practices.

(d) In the past three (3) years, (i) neither the Company nor any Company Subsidiary has effectuated a "plant closing" (as defined in the WARN Act) affecting any site of employment or one or more facilities or operating units within any site of employment or facility of its business; (ii) there has not occurred a "mass layoff" (as defined in the WARN Act) affecting any site of employment or facility of the Company's or any Company Subsidiary's business; and (iii) neither the Company nor any Company Subsidiary has been affected by any transaction or engaged in layoffs or employment terminations sufficient in number to trigger application of any similar state, local or foreign law or regulation.

(e) Neither the Company nor any Company Subsidiary has caused any of its employees to suffer an "employment loss" (as defined in the WARN Act) during the ninety (90) day period prior to the date hereof.

SECTION 4.20 INSURANCE. SECTION 4.20 of the Company Disclosure Letter sets forth all material policies of fire, liability, workmen's compensation and other forms of insurance owned or held by the Company and each Company Subsidiary copies of which have been made available to Parent. All such policies are in full force and effect, all premiums with respect thereto covering all periods up to and including the date hereof have been paid, and no notice of cancellation, termination or reservation of rights has been received with respect to any such policy. Such policies are sufficient for compliance with all material requirements of Applicable Laws and of all material Company Agreements. Neither the Company nor any Company Subsidiary has been refused any insurance with respect to its assets or operations, nor has its coverage been limited, by any insurance carrier to which it has applied for any such insurance or with which it has carried insurance during the last five (5) years.

SECTION 4.21 ENVIRONMENTAL, HEALTH AND SAFETY LAWS. Except as disclosed in the Company SEC Documents (a) neither the Company nor any Company Subsidiary has received any communication or notice, whether from a Governmental Entity or otherwise, alleging any violation of or noncompliance with any Environmental, Health and Safety Laws by the Company or any Company Subsidiary or for which the any of them is responsible, and there is no pending or, to the Knowledge of the Company, threatened Environmental Claim, except where such Environmental Claim would not have, or be reasonably expected to have, a Company Material Adverse Effect; (b) to the Knowledge of the Company, there are no past or present facts or circumstances that would reasonably be expected to form the basis of any Environmental Claim against the Company or any Company Subsidiary or against any person or entity whose liability for any Environmental Claim the Company or any Company Subsidiary has retained or assumed

either contractually or by operation of law, except where such Environmental Claim, if made, would not have, or reasonably be expected to have, a Company

Material Adverse Effect; (c) to the extent required by applicable Environmental, Health and Safety Laws, the Company and the Company Subsidiaries have filed (or will have filed by the Closing Date) all applications necessary to renew or obtain any necessary Permits or other authorizations in a timely fashion so as to allow the Company and the Company Subsidiaries to continue to operate their businesses in compliance with applicable Environmental, Health and Safety Laws, and the Company does not expect such new or renewed Permits or other authorizations to include any terms or conditions that will have a material impact on the Company or the Company Subsidiaries; (d) the Company and the Company Subsidiaries have not, and to the Knowledge of the Company, no other person has, released, discharged, or otherwise disposed, of any Hazardous Substances on, beneath or adjacent to any real property currently or formerly owned, operated or leased by the Company or the Company Subsidiaries, except for discharges of Hazardous Substances subject to a Permit pursuant to applicable Environmental, Health and Safety Law or for releases, discharges or disposals that are not likely to have, or would not reasonably be expected to have, a Company Material Adverse Effect; and (e) no employee of the Company or any Company Subsidiary, in the course of his or her employment with the Company or said Company Subsidiary, has been exposed to any Hazardous Substances during the course of his or her employment that could give rise to any claim that would have, or reasonably be expected to have, a Company Material Adverse Effect. The Company has made available to Parent all assessments, reports, data, results of investigations or audits, and other information that is in the possession of or reasonably available to the Company regarding environmental matters pertaining to or the environmental condition of the business of the Company and its Subsidiaries, or the compliance (or noncompliance) by the Company or any Company Subsidiary with any Environmental, Health and Safety Laws. All Permits and other governmental authorizations currently held or required to be held by the Company and its Subsidiaries pursuant to any Environmental, Health and Safety Laws are set forth in SECTION 4.21 of the Company Disclosure Letter, all such Permits and other authorizations are in effect, no appeal nor any other action is pending to revoke any such Permit or other authorization and the Company and the Company Subsidiaries are in compliance with all terms and conditions of all such Permits and other authorizations except where such non-compliance would not have, or would not reasonably be expected to have a Company Material Adverse Effect.

SECTION 4.22 CUSTOMERS AND SUPPLIERS. There has not been any material adverse change in the business relationship of the Company or any Company Subsidiary with any customer who accounted for more than five percent (5%) of the Company's sales (on a consolidated basis) during the period from January 1, 2000 to the date hereof, or any supplier from whom the Company and the Company Subsidiaries purchased more than five percent (5%) of the goods or services (on a consolidated basis) which it purchased during the same period; PROVIDED, that notwithstanding the foregoing, no representation or warranty is made with respect to Parent or any Parent Subsidiaries.

SECTION 4.23 TRANSACTIONS WITH AFFILIATES. (a) SECTION 4.23(a) of the Company Disclosure Letter sets forth a complete and accurate list of all Contracts and other arrangements to which BP or any of its Affiliates (other than the Company and the Company Subsidiaries), on the one hand, and the Company or any of the Company Subsidiaries, on the other hand, is a party or by which the Company or any of its Subsidiaries is bound (the "INTERCOMPANY AGREEMENTS").

The Company has furnished to Parent complete and correct copies of all Intercompany Agreements.

(b) Except as set forth in SECTION 4.23(b) of the Company Disclosure Letter, there are no assets or services provided by, or at the expense of, BP or any of its Affiliates (other than the Company or any Company Subsidiary) which are used by the Company or any Company Subsidiary in the conduct of its business.

SECTION 4.24 CONDITION OF ASSETS. Except as disclosed in SECTION 4.24 of the Company Disclosure Letter, the Company and each Company Subsidiary owns, leases or has the legal right to use all the properties and assets used in the conduct of its business except where the failure of the Company or Company Subsidiaries to so own, lease or have the legal right to use would have, or reasonably be expected to have, a Company Material Adverse Effect. All Contracts material to the business of the Company entered into by Affiliates of the Company other than Company Subsidiaries have been validly assigned to the Company. All of the property, plant and equipment of the Company and each Company Subsidiary has been maintained in good operating condition and repair, ordinary wear and tear excepted, and permit the Company and each Company Subsidiary to conduct their operations in the ordinary course of business in a manner materially consistent with their past practices.

SECTION 4.25 REAL AND PERSONAL PROPERTY. (a) Set forth in SECTION 4.25(a) of the Company Disclosure Letter is a list of all of the real property

owned, leased or subleased by the Company or any Company Subsidiary. Other than with respect to Company Intellectual Property Rights which are addressed in SECTION 4.14 hereof, each of the Company and the Company Subsidiaries has good and marketable title to, or valid leasehold interests in, all its properties and assets, free and clear of all Liens and other encumbrances, except for Liens and other encumbrances that, individually or in the aggregate, would not have, or be reasonably expected to have, a Company Material Adverse Effect. Each of the Company and the Company Subsidiaries enjoys peaceful and undisturbed possession of the properties under all such leases, except as would not, individually or in the aggregate, have, or reasonably be expected to have, a Company Material Adverse Effect.

(b) The Company has not received or given notice of default under any real property leases and, to the Knowledge of the Company, there is no event which, with notice or the passage of time or both, would constitute a default under such leases.

SECTION 4.26 CERTAIN BUSINESS PRACTICES. Neither the Company, any Company Subsidiary nor any director, officer, employee or agent of the Company or any Company Subsidiary acting on behalf of the Company or any Company Subsidiary has (a) used any funds for unlawful contributions, gifts, entertainment or other unlawful payments relating to political activity, (b) made any unlawful payment to any foreign or domestic government official or employee or to any foreign or domestic political party or campaign or violated any provision of the Foreign Corrupt Practices Act of 1977, as amended, (c) consummated any transaction, made any payment, entered into any agreement or arrangement or taken any other action in violation of Section 1128B(b) of the Social Security Act, as amended, or (d) made any other unlawful payment.

ARTICLE V

REPRESENTATIONS AND WARRANTIES OF PARENT AND SUB

Parent and Sub represent and warrant to the Company as follows:

SECTION 5.01 ORGANIZATION, STANDING AND POWER. Each of Parent and Sub is duly organized, validly existing and in good standing under the laws of the jurisdiction in which it is organized and has all requisite corporate power and authority to conduct its businesses as presently conducted, other than such franchises, licenses, Permits, authorizations and approvals the lack of which, individually or in the aggregate, would not have, or reasonably be expected to have, a Parent Material Adverse Effect.

SECTION 5.02 SUB. Sub is a wholly owned Subsidiary of Parent.

SECTION 5.03 FINANCING. Parent has or has available to it and will make available to Sub, all funds necessary to consummate all the Transactions and pay the related fees and expenses of Parent and Sub.

SECTION 5.04 OWNERSHIP OF COMPANY COMMON STOCK. As of the date of this Agreement, neither Parent nor Sub beneficially owns any Company Common Stock and during the period three (3) years prior to date hereof neither Parent nor Sub was an "interested stockholder" of the Company as such term is defined in Section 203 of the DGCL.

SECTION 5.05 AUTHORIZATION; VALIDITY OF AGREEMENT; NECESSARY ACTION. Each of Parent and Sub has full corporate power and authority to execute and deliver this Agreement and each agreement, document and instrument to be executed and delivered by or on behalf of Parent and/or Sub, as the case may be, pursuant to or in connection with this Agreement and to consummate the Transactions. The Board of Directors of Sub (the "SUB BOARD") has adopted a resolution approving this Agreement. The execution, delivery and performance by Parent and Sub of this Agreement and the consummation of the Transactions have been duly authorized by the Board of Directors of Parent (the "PARENT BOARD") and the Sub Board and by Parent as the sole stockholder of Sub and no other corporate action on the part of Parent or Sub or any other Person is necessary to authorize the execution and delivery by Parent and Sub of this Agreement or the consummation of the Transactions. This Agreement, has been duly executed and delivered by each of Parent and Sub and constitutes (assuming the due authorization, execution and delivery thereof by the Company), the valid and binding obligations of each of Parent and Sub, as the case may be, enforceable against each of them in accordance with its terms, except to the extent that enforceability may be limited by applicable bankruptcy, insolvency, moratorium or other similar laws affecting the enforcement of creditors' rights generally and subject to general principles of equity.

SECTION 5.06 NO CONFLICTS; CONSENTS. The execution and delivery by each of Parent and Sub of this Agreement, does not, and the consummation of the

Transactions and compliance with the terms hereof and thereof will not, conflict with, or result in any violation of or default (with or without notice or lapse of time, or both) under any provision of (a) the charter or organizational documents of Parent or Sub, (b) any material Contract to which Parent or Sub is a

party or by which any of their respective properties or assets is bound or (c) subject to the filings and other matters referred to in the following sentence, any Order or Applicable Law applicable to Parent or Sub or their respective properties or assets, other than, in the case of CLAUSES (b) and (c) above, any such items that, individually or in the aggregate, would not have, or reasonably be expected to have a Parent Material Adverse Effect. No Consent of, or registration, declaration or filing with, any Governmental Entity is required to be obtained or made by or with respect to Parent or Sub in connection with the execution, delivery and performance of this Agreement or the consummation of the Transactions, other than (i) compliance with and filings under the HSR Act and the pre-merger notification requirements of Austria, Germany, Ireland, Italy, Turkey, and Croatia, (ii) the filing with the SEC of (A) the Offer Documents and (B) such reports under Sections 13 and 14 of the Exchange Act, as may be required in connection with this Agreement, the Stockholder Agreement, the Offer, the Merger and the other Transactions, (iii) the filing of the Certificate of Merger with the Secretary of State of the State of Delaware and appropriate documents with the relevant authorities of the jurisdictions in which the Company is qualified to do business, (iv) such filings as may be required in connection with the Taxes described in SECTION 7.07 and (v) such Consents which, if not obtained, would not, individually or in the aggregate, reasonably be expected to have a Parent Material Adverse Effect .

SECTION 5.07 INFORMATION SUPPLIED. None of the information supplied or to be supplied in writing by Parent or Sub and included or incorporated by reference in (a) the Offer Documents or the Schedule 14D-9 will, at the time such document is filed with the SEC, at any time it is amended or supplemented and at the time it is first published, sent or given to the Company's stockholders, 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 are made, not misleading, or (b) the Proxy Statement will, at the date it is first mailed to the Company's stockholders and at the time of the Company Stockholders Meeting, contain any untrue statement of a material fact or omit to state any material fact required to be stated therein or necessary in order to make the statements therein, in light of the circumstances under which they are made, not misleading. The Offer Documents will comply as to form in all material respects with the requirements of the Exchange Act and the rules and regulations promulgated thereunder, except that no representation is made by Parent or Sub with respect to statements made or incorporated by reference therein based on information supplied by the Company specifically for inclusion or incorporation by reference therein.

SECTION 5.08 BROKERS. No broker, investment banker, financial advisor or other Person, other than Goldman, Sachs & Co., the fees and expenses of which will be paid by Parent, is entitled to any broker's, finder's, financial advisor's or other similar fee or commission in connection with the Offer, the Merger and/or any other Transaction based upon arrangements made by or on behalf of Parent or Sub.

SECTION 5.09 LITIGATION. As of the date of this Agreement, there are no Proceedings pending or, to the Knowledge of Parent, threatened against Parent or Sub which would reasonably be expected to have a Parent Material Adverse Effect or which may call into question the validity or hinder the enforceability or prompt performance of this Agreement.

ARTICLE VI

COVENANTS RELATING TO CONDUCT OF BUSINESS

SECTION 6.01 CONDUCT OF BUSINESS. Except for matters expressly permitted by this Agreement, from the date of this Agreement to the Appointment Time the Company shall, and shall cause each Company Subsidiary to, in all material respects, conduct its business in the ordinary and usual course of business consistent with past practice. In addition, and without limiting the generality of the foregoing, except for matters expressly permitted by this Agreement or set forth in SECTION 6.01 of the Company Disclosure Letter, from the date of this Agreement to the Appointment Time, the Company shall not, and

shall not permit any Company Subsidiary to, do any of the following without the prior written consent of Parent:

(a) (i) declare, set aside or pay any dividends on, or make any other distributions in respect of, any of its capital stock, other than dividends and distributions by a direct or indirect wholly owned Subsidiary of the Company to its parent, (ii) split, combine or reclassify any of its capital stock or issue or authorize the issuance of any other securities in respect of, in lieu of or in substitution for shares of its capital stock, (iii) purchase, redeem or otherwise acquire any shares of capital stock of the Company or any Company Subsidiary or any other securities thereof or any rights, warrants or options to acquire any such shares or other securities or (iv) adopt a plan of complete or partial liquidation (or resolutions providing for or authorizing such liquidation), dissolution, merger, consolidation, restructuring, recapitalization or reorganization of the Company or any of the Company Subsidiaries (other than the Merger);

(b) issue, deliver, sell, grant or encumber or authorize the issuance, delivery, sale, grant or encumbrance of, (i) any shares of its capital stock, (ii) any Voting Company Debt or other voting securities, (iii) any securities convertible into or exchangeable for, or any options, warrants or rights to acquire, any such shares, voting securities or convertible or exchangeable securities or (iv) any "phantom" stock, "phantom" stock rights, stock appreciation rights or stock-based performance units, other than or upon the exercise of Company Stock Options outstanding on the date of this Agreement and in accordance with their present terms;

(c) amend its certificate of incorporation, by-laws or other comparable charter or organizational documents;

(d) acquire or agree to acquire (i) by merging or consolidating with, or by purchasing a substantial portion of the assets of, or by any other manner, any business or any Person or division thereof or (ii) any assets, except purchases of inventory, materials and supplies in the ordinary and usual course of business consistent with past practice and except for capital expenditures permitted under SECTION 6.01(g);

(e) except as set forth in SECTION 6.01(e) of the Company Disclosure Letter, (i) grant to any officer, director, employee, agent or consultant of the Company or any Company Subsidiary any increase in compensation or fringe benefits, (ii) grant to any present or former employee, officer, director, agent or consultant of the Company or any Company Subsidiary any increase in severance or termination pay, (iii) enter into or amend any employment, consulting, indemnification, severance or termination Contract with any such present or former employee,

officer, director, agent or consultant, (iv) establish, adopt, enter into or amend any Company Plan or other benefit or compensation plan, program, arrangement or Contract, except as required by Applicable Law, (v) except as permitted or required under SECTION 7.04, take any action to accelerate any rights or benefits, or make any material determinations not in the ordinary and usual course of business, under any Company Plan, (vi) loan or advance money or other property in excess of $10,000 to any present or former employees, officers, directors, agents or consultants of the Company or any Company Subsidiary or make any change in any existing borrowing or lending arrangements on or on behalf of any such persons or (vii) except as permitted or required under SECTION 7.04 grant any new, or amend any existing, Company Stock Option or enter into any agreement under which any Company Stock Option would be required to be issued;

(f) make any change in accounting methods, principles or practices affecting the reported consolidated assets, liabilities or results of operations of the Company, except insofar as may have been required by a change in GAAP;

(g) make or agree to make any new capital expenditure or expenditures that, are (i) individually, in excess of $50,000, (ii) in the aggregate, in excess of $200,000 or (iii) individually or in the aggregate, in excess of the amounts provided for in the Company's 2001 capital expenditure plan; PROVIDED, HOWEVER, that if the Closing shall occur following December 31, 2001, the Company shall be required to obtain the consent of Parent for any new capital expenditure or expenditures that are, (i) individually in excess of $50,000, (ii) in each financial quarter, in the aggregate in excess of $200,000 or (iii) individually or in the aggregate, in excess of the amounts provided for in the Company's 2002 capital expenditure plan (which plan shall be submitted by the Company to Parent for approval); PROVIDED FURTHER, HOWEVER that if the Company requests the consent of Parent for capital expenditures in excess of the thresholds set forth in this provision, such consent shall not be unreasonably withheld;

(h) modify, amend or terminate any Company Agreement (including, without limitation, any Company Agreement relating to any Company Intellectual Property Rights) or waive, release or assign any material rights or claims, except in the ordinary course of business consistent with past practice;

(i) (i) incur or assume any long-term debt or, except in the ordinary course of business consistent with past practice, incur or assume any short-term Indebtedness in amounts not consistent with past practice; (ii) modify the terms of any Indebtedness, other than modifications of short-term debt in the ordinary course of business and consistent with past practice; (iii) assume, guarantee, endorse or otherwise become liable or responsible (whether directly, contingently or otherwise) for the obligations of any other person, except in the ordinary course of business and consistent with past practice; or (iv) make any loans, advances or capital contributions to, or investments in, any other person (other than to or in wholly owned Company Subsidiaries);

(j) transfer, license or sublicense any tangible assets or lease, sell, mortgage, pledge, dispose of, or encumber any of its properties or assets except sales of inventory, products or obsolete equipment in the ordinary course of business consistent with past practice;

(k) take, or agree to commit to take, any action that would be reasonably likely to result in any of the conditions to the Offer set forth in EXHIBIT A or any of the conditions to the Merger set forth in ARTICLE VIII not being satisfied, or that would materially impair the ability of the Company, Parent, Sub or the holders of shares of Company Common Stock to consummate the Offer or the Merger in accordance with the terms hereof or materially delay such consummation;

(l) discharge, settle, assign or satisfy any claims, whether or not pending before a Governmental Entity, in excess of $25,000 individually or $250,000 in the aggregate, or waive any material benefits of, or agree to modify in any material respect adverse to the Company, any confidentiality, standstill or similar agreements to which the Company or any Company Subsidiary is a party;

(m) enter into or extend any Contracts relating to the distribution, sale, promotion or marketing by third parties of the Products (including Products under development), other than pursuant to any such Contracts currently in place in accordance with their terms as of the date hereof;

(n) transfer, assign, terminate, cancel, abandon or modify any Approvals or fail to maintain such Approvals as currently in effect;

(o) fail to maintain all insurance policies as currently in effect or allow any of such policies to lapse;

(p) transfer or license to any Person or entity or otherwise extend, amend, allow to lapse or go abandoned, or modify any Material Intellectual Property Rights or Company Intellectual Property Rights other than implied licenses provided to customers for their specific end use;

(q) enter into any license agreement with any person or entity to obtain any Intellectual Property Right other than implied licenses provided to customers for their specific end use;

(r) terminate any Company Employee without cause; or

(s) authorize any of, or commit or agree to take any of, the foregoing actions or authorize, recommend, propose or announce an intention to do any of the foregoing.

SECTION 6.02 CERTAIN TAX MATTERS From the date hereof until the Appointment Time, the Company will (a) file timely all material Tax Returns ("POST-SIGNING RETURNS") required to be filed by it (after taking into account any applicable extensions), (b) timely pay all material Taxes due and payable with respect to such Post-Signing Returns that are so filed, (c) accrue a liability in its books and records and financial statements in accordance with past practice and GAAP for all Taxes payable by the Company for which no Post-Signing Return is due prior to the Effective Time, (d) promptly notify Parent of any Proceeding pending against or with respect to the Company in respect of any Tax where there is a reasonable possibility of a determination or decision which would have a material adverse effect on the Company's Tax liabilities or Tax attributes and will not settle or compromise any such Proceeding without

Parent's prior written consent, and (e) not make any material Tax election except for those elections that are in accordance with past practice or that are otherwise required by Applicable Law, settle or compromise any Tax liability or refund or file any amended Tax Return without Parent's prior written consent, which such consent shall not be unreasonably withheld.

SECTION 6.03 NO SOLICITATION.

(a) From the date of this Agreement until the earlier of the Effective Time or the termination of this Agreement, the Company and the Company Subsidiaries shall not (and the Company will not permit any of its or any of its Company Subsidiaries' officers, directors or employees or any investment banker, financial advisor, attorney, accountant or other representative retained by it or any of its Company Subsidiaries (collectively, "COMPANY REPRESENTATIVES") to) directly or indirectly (i) solicit, initiate, engage in discussions or negotiate with any Person or take any other action intended or designed to facilitate any inquiry or effort of any Person (other than Parent) relating to any Alternative Acquisition, (ii) provide information with respect to the Company or any Company Subsidiary to any Person, other than Parent, relating to a possible Alternative Acquisition by any Person, other than Parent, (iii) enter into any agreement with respect to any proposal for an Alternative Acquisition ("ALTERNATIVE ACQUISITION PROPOSAL"), (iv) grant any waiver or release under any standstill, confidentiality or similar agreement or (v) take any actions which would be sufficient to render inapplicable the restrictions on "business combinations" in Section 203 of the DGCL to any current or future stockholder of the Company or any of its Affiliates (other than Parent or Sub). Notwithstanding the foregoing, prior to the acceptance for payment of Company Common Stock pursuant to the Offer, the Company Board may, to the extent required by the fiduciary obligations of the Company Board under Delaware law, as determined in good faith by the Company Board (after consultation with outside legal counsel), with respect to an unsolicited Alternative Acquisition Proposal that the Company Board determines, in good faith (after consultation with outside legal counsel), is or is reasonably likely to result in a Superior Company Proposal (as defined in SECTION 6.03(e)), (x) furnish information with respect to the Company to the Person or group making such Alternative Acquisition Proposal and its representatives pursuant to a confidentiality agreement with terms no more favorable to the Person making the Alternative Acquisition Proposal than those applicable to Parent under the Confidentiality Agreement (except that such confidentiality agreement need not contain any standstill provisions) and (y) participate in discussions with such Person or group and its representatives regarding such Alternative Acquisition Proposal. The Company shall cease and cause to be terminated immediately all existing discussions or negotiations conducted heretofore with respect to any Alternative Acquisition Proposal. For purposes of this SECTION 6.03, the term "Person" shall include any group as defined in the Exchange Act.

(b) Except as set forth in this SECTION 6.03, neither the Company Board nor any committee thereof shall (i) withdraw or modify, or propose to withdraw or modify, in a manner adverse to Parent or Sub, the approval or recommendation by the Company Board or any such committee of this Agreement, the Offer or the Merger, (ii) approve or cause or permit the Company to enter into any letter of intent, agreement in principle, definitive agreement or similar Contract constituting or relating to, or which is intended to or is reasonably likely to lead to any Alternative Acquisition Proposal, (iii) approve or recommend, or propose to approve or recommend, any Alternative Acquisition Proposal or (iv) agree or resolve to take actions set

forth in CLAUSES (i), (ii) or (iii) of this sentence. Notwithstanding the foregoing, if, during the period prior to the acceptance for payment of the Company Common Stock pursuant to the Offer, the Company Board receives a Superior Company Proposal and the Company Board determines in good faith (after consultation with outside legal counsel), that to take such action is required by its fiduciary obligations under Delaware law, the Company Board may, during such period, in response to a Superior Company Proposal, withdraw or modify its recommendation of the Offer, the Merger and this Agreement at any time after the fifth Business Day following Parent's receipt of written notice from the Company advising Parent that the Company Board has received a Superior Company Proposal and intends to withdraw or modify its recommendation, identifying the Person making such Superior Company Proposal and specifying the financial and other material terms and conditions of such Superior Company Proposal (it being agreed and understood by the parties that such withdrawal or modification of the Company Board's recommendation shall not alter the Company Board's approval of this Agreement, the Stockholder Agreement and, the Transactions for purposes of Section 203 of the DGCL.

(c) The Company promptly, and in any event within two (2) Business Days, shall advise Parent in writing of receipt by it (or any Company

Representatives) of any Alternative Acquisition Proposal or any inquiry indicating that any Person is considering making or wishes to make an Alternative Acquisition Proposal, identifying such Person, and the financial and other material terms and conditions of any Alternative Acquisition Proposal or potential Alternative Acquisition Proposal, (i) notify Parent after receipt of any request for nonpublic information relating to it or any of its Subsidiaries or for access to its or any of its Subsidiaries' properties, books or records by any Person, identifying such Person and the information requested by such Person, that may be considering making, or has made, an Alternative Acquisition Proposal and promptly provide Parent with any nonpublic information which is given to such Person pursuant to this Section 6.03(c) and (ii) keep Parent promptly advised of the status and the financial and other material terms and conditions of any such Alternative Acquisition Proposal or inquiry. The Company shall give Parent advance notice of at least one (1) Business Day of any information to be supplied to, and subject to SECTION 6.03(b), at least two (2) Business Days' advance notice of any confidentiality agreement to be entered into with, any Person making such Alternative Acquisition Proposal.

(d) Subject to the terms of this SECTION 6.03, the Company may take and disclose to its stockholders a position contemplated by Rule 14e-2(a) promulgated under the Exchange Act and make any required disclosure to the Company's stockholders if, in the good faith judgment of the Company Board, failure so to disclose would be inconsistent with its obligations under Applicable Law.

(e) For purposes of this Agreement, "SUPERIOR COMPANY PROPOSAL" means any written bona fide proposal made by a third party to acquire all the equity securities or assets of the Company through a tender or exchange offer, a merger, a consolidation, or other similar transaction that is (i) on terms which the Company Board determines in its good faith judgment (after consultation with a financial advisor of nationally recognized reputation) to be superior for the holders of the Company Common Stock to the Offer and the Merger, (ii) in the reasonable judgment of the Company Board, capable of being fully financed on a timely basis, and (iii) reasonably likely to be consummated promptly (taking into account, among other things, all legal, financial, regulatory and other aspects of the proposal and the identity of the offeror).

ARTICLE VII

ADDITIONAL AGREEMENTS

SECTION 7.01 PREPARATION OF PROXY STATEMENT; STOCKHOLDERS MEETING.

(a) If the approval of this Agreement by the Company's stockholders is required by Applicable Law, the Company shall, promptly following the acceptance of payment of, and full payment for, the shares tendered pursuant to the Offer, prepare in accordance with the rules and regulations of the SEC and file with the SEC the Proxy Statement in preliminary form, and each of the Company and Parent shall use its reasonable best efforts to respond as promptly as practicable to any comments of the SEC with respect thereto. The Company shall notify Parent promptly of the receipt of any comments from the SEC or its staff and of any request by the SEC or its staff for amendments or supplements to the Proxy Statement or for additional information and shall supply Parent with copies of all correspondence between the Company or any of its representatives, on the one hand, and the SEC or its staff, on the other hand, with respect to the Proxy Statement. If, at any time prior to receipt of Company Stockholder Approval, there shall occur any event that should be set forth in an amendment or supplement to the Proxy Statement, the Company shall promptly prepare and mail to its stockholders such an amendment or supplement. The Company shall not mail any Proxy Statement, or any amendment or supplement thereto, to which Parent reasonably objects. The Company shall use its reasonable best efforts to cause the Proxy Statement to be mailed to the Company's stockholders as promptly as practicable after filing with the SEC.

(b) If the approval of this Agreement by the Company's stockholders is required by Applicable Law, the Company shall, consistent with Applicable Law, promptly after the acceptance of payment of, and full payment for, the shares tendered pursuant to the Offer, duly call, give notice of, convene and hold the Company Stockholders Meeting for the purpose of seeking Company Stockholder Approval. The Company shall, through the Company Board, except to the extent that the Company Board shall have withdrawn or modified its recommendation of this Agreement, the Offer or the Merger as permitted by SECTION 6.03(b), (i) recommend to its stockholders that they approve and adopt this Agreement and the Merger, (THE "COMPANY BOARD RECOMMENDATION"), (ii) use its reasonable best efforts to obtain such approval and adoption and (iii) include the Company Board Recommendation in the Proxy Statement. Notwithstanding the foregoing, if Sub or any other Subsidiary of Parent shall acquire at least ninety percent (90%) of

the outstanding shares of Company Common Stock, the parties shall, at the request of Parent, take all necessary and appropriate action to cause the Merger to become effective promptly after the expiration of the Offer without a stockholders meeting in accordance with Section 253 of the DGCL.

(c) Parent shall cause (i) Sub to take all actions required in SECTION 7.01(a) and SECTION 7.01(b), and (ii) all shares of Company Common Stock purchased pursuant to the Offer and all other shares of Company Common Stock owned by Sub or any other Subsidiary of Parent to be voted in favor of the approval and adoption of this Agreement and the Merger.

SECTION 7.02 ACCESS TO INFORMATION; CONFIDENTIALITY. The Company shall, and shall cause each of the Company Subsidiaries to, afford to Parent, and to Parent's officers, employees,

accountants, counsel, financial advisers and other representatives, reasonable access during normal business hours during the period prior to the Effective Time to all their respective properties, books, Contracts, commitments, personnel and records and, during such period, the Company shall, and shall cause each of the Company Subsidiaries to, furnish promptly to Parent (a) a copy of each report, schedule, registration statement and other document filed by it during such period pursuant to the requirements of federal or state securities laws and (b) all other information concerning its business, properties and personnel as Parent may reasonably request in writing. Without limiting the generality of the foregoing, the Company shall, within two (2) Business Days of request therefor, provide to Parent the information described in Rule 14a-7(a)(2)(ii) under the Exchange Act and any information to which a holder of Company Common Stock would be entitled under Section 220 of the DGCL (assuming such holder met the requirements of such section). All information exchanged pursuant to this SECTION 7.02 shall be subject to the Confidentiality Agreement and the Confidentiality Agreement shall remain in full force and effect in accordance with its terms. No investigation pursuant to this Section 7.02 shall affect any representation or warranty in this Agreement of any party hereto or any condition to the obligations of the parties hereto.

SECTION 7.03 REASONABLE BEST EFFORTS; NOTIFICATION.

(a) Upon the terms and subject to the conditions set forth in this Agreement each of the parties shall use their respective reasonable best efforts to take, or cause to be taken, all actions, and to do, or cause to be done, and to assist and cooperate with the other parties and the Major Stockholder in doing, all things necessary, proper or advisable to consummate and make effective, in the most expeditious manner practicable, the Offer, the Merger and the other Transactions, including (i) the obtaining of all necessary actions or nonactions, waivers, consents and approvals from Governmental Entities and the making of all necessary registrations and filings and the taking of all reasonable steps as may be necessary to obtain any necessary approval or waiver from, or to avoid an action or Proceeding by, any Governmental Entity, including under the HSR Act and the pre-merger notification requirements of Austria, Germany, Ireland, Italy, Turkey, and Croatia, (ii) the obtaining of all necessary consents, approvals or waivers from third parties, (iii) the defending of any lawsuits or other Proceedings, whether judicial or administrative, challenging this Agreement or the consummation of the Transactions, including seeking to have any stay or temporary restraining order entered by any court or other Governmental Entity vacated or reversed and (iv) the execution and delivery of any additional instruments necessary to consummate the Transactions and to fully carry out the purposes of this Agreement.

(b) The Company and Parent shall make an appropriate filing under the HSR Act with respect to the Transaction within five (5) Business Days of the date hereof and respond as promptly as practicable to any inquiries received from the Federal Trade Commission and the Antitrust Division of the Department of Justice for additional information or documentation and respond as promptly as practicable to all inquiries and requests received from any other Governmental Entity in connection with antitrust matters. Concurrently with the filing of notifications under the HSR Act or as soon thereafter as practicable, the Company and Parent shall each request early termination of the HSR Act waiting period. In addition, the Company and Parent shall promptly make any filing that is required under the pre-merger notification requirements of Austria, Germany, Ireland, Italy, Turkey, and Croatia.

(c) Notwithstanding anything to the contrary in this Agreement, neither Parent nor any of the Parent Subsidiaries shall be required to agree (with respect to (i) Parent or the Parent Subsidiaries or (ii) the Company or the

Company Subsidiaries) to any divestitures, licenses, hold separate arrangements or similar matters, including covenants affecting business operating practices.

(d) The Company and Parent each shall keep the other apprised of the status of matters relating to completion of the Transactions contemplated by this Agreement, including promptly furnishing the other with copies of notices or other communications received by Parent or the Company, as the case may be, or any of its Subsidiaries, from any Governmental Entity with respect to any of the Transactions.

SECTION 7.04 STOCK OPTIONS.

(a) As promptly as practicable, but in no event later than twenty (20) Business Days following the date of this Agreement, the Company shall take, or cause to be taken, all such actions as are required to adjust the terms of all outstanding Company Stock Options heretofore granted under any Company Option Plan or otherwise, to provide that each Company Stock Option that is outstanding immediately prior to the Effective Time, to the extent vested and exercisable as of the Effective Time in accordance with its terms, shall be canceled as of the Effective Time in exchange for a cash payment by the Company to be made on the date following the Effective Time (or as soon as practicable thereafter) of an amount equal to (i) the excess, if any, of (A) the price per share of Company Common Stock to be paid pursuant to the Offer over (B) the exercise price per share of Company Common Stock subject to such Company Stock Option, multiplied by (ii) the number of shares of Company Common Stock for which such Company Stock Option shall not theretofore have been exercised.

(b) All amounts payable pursuant to this SECTION 7.04 shall be subject to any required withholding of Taxes and shall be paid without interest. As promptly as practicable, but in no event later than twenty (20) Business Days following the date of this Agreement, the Company shall obtain all consents of the holders of the Company Stock Options as shall be necessary to effectuate the terms of this SECTION 7.04.

(c) As promptly as practicable, but in no event later than twenty (20) Business Days following the date of this Agreement, the Company shall take all such actions as are required so that the Company Option Plans shall terminate as of the Effective Time, and the provisions in any other Company Plan providing for the issuance, transfer or grant of any capital stock of the Company or any interest in respect of any capital stock of the Company shall be deleted as of the Effective Time, and to ensure that following the Effective Time no holder of a Company Stock Option or any participant in any Company Option Plan or other Company Plan shall have any right thereunder to acquire any capital stock of the Company or the Surviving Corporation.

SECTION 7.05 INDEMNIFICATION; D&O INSURANCE.

(a) Parent shall, or shall cause the Surviving Corporation to, honor for a period of not less than six (6)-years from the Effective Time (or, in the case of matters occurring at or prior to the Effective Time for which a claim is asserted within the six (6)-year period contemplated by

this SECTION 7.05, until such matters are finally resolved), all rights to indemnification or exculpation, existing in favor of a director, officer, employee or agent (an "INDEMNIFIED PERSON") of the Company or any of the Company Subsidiaries (including, without limitation, rights relating to advancement of expenses and indemnification rights to which such persons are entitled because they are serving as a director, officer, agent or employee of another entity at the request of the Company or any of the Company Subsidiaries), as provided under applicable provisions of the DGCL, the Company Charter, the Company By-laws or any indemnification agreement (true and correct copies of which have been made available to Parent), in each case, as in effect on the date of this Agreement, and relating to actions or events through the Effective Time; PROVIDED, HOWEVER, that Parent shall not be required to indemnify any Indemnified Person in connection with any Proceeding (or portion thereof) relating to actions or events through the Effective Time to the extent involving any claim initiated by such Indemnified Person unless such actions or events were authorized by the Company Board (if board authority would be ordinarily obtained prior to the taking of such action) or unless such Proceeding is brought by an Indemnified Person to enforce rights under this SECTION 7.05; PROVIDED FURTHER that any determination required to be made with respect to whether an Indemnified Person's conduct complies with the standards set forth under the DGCL, the Company Charter, the Company Bylaws or any such agreement, as the case may be, shall be made by independent legal counsel jointly selected by such Indemnified Person and Parent.

(b) Parent shall, or shall cause the Surviving Corporation to maintain

the Company's D&O Insurance for a period of not less than six (6) years after the Effective Time; PROVIDED THAT Parent or the Surviving Corporation may substitute therefor policies of substantially similar coverage and amounts containing terms no less advantageous to such former directors or officers; PROVIDED FURTHER that if the existing D&O Insurance expires or is cancelled during such period, Parent or the Surviving Corporation shall use its reasonable best efforts to obtain substantially similar D&O Insurance; and PROVIDED FURTHER that neither Parent nor the Surviving Corporation shall be required to expend, in order to maintain or procure an annual D&O Insurance policy, an amount in excess of 200% of the last annual premium paid prior to the date hereof, but in such case shall purchase as much coverage as possible for such amount.

(c) The provisions of this SECTION 7.05 are intended to be for the benefit of, and shall be enforceable by, each Indemnified Person, his or her heirs and his or her personal representatives and shall be binding on all successors and assigns of Parent, the Company and the Surviving Corporation.

SECTION 7.06 PUBLIC ANNOUNCEMENTS. Parent and Sub, on the one hand, and the Company, on the other hand, shall consult with each other before issuing, and provide each other the opportunity to review and comment upon, any press release or other public statements with respect to the Offer, the Merger and the other Transactions and shall not issue any such press release or make any such public statement prior to such consultation, except as may be required by Applicable Law, court process or by obligations pursuant to any listing agreement with any national securities exchange and then only with such advance notice to and consultation with the other as is reasonably practical. The parties agree that the initial press release to be issued with respect to the transactions contemplated by this Agreement shall be in the form heretofore agreed to by the parties.

SECTION 7.07 TRANSFER TAXES. Except as provided in Section 3.02 of this Agreement, either Sub or the Surviving Corporation shall pay all Transfer Taxes, if any, and any penalties or interest with respect to the Transfer Taxes, payable in connection with the consummation of the Offer or the Merger, and all Stock Transfer Taxes, if any, and any penalties or interest with respect to any such Stock Transfer Taxes. With respect to any shares purchased in the Offer and the Merger, the Company acknowledges that the amount of the Transfer Taxes payable with respect to any shares of Company Common Stock may be withheld by Sub from the amount to be paid pursuant to the Offer and the Merger with respect to such shares.

SECTION 7.08 EMPLOYEE BENEFIT MATTERS. (a) For a period of twelve (12) months following the Effective Time, Parent shall provide, or shall cause the Company or Parent's Affiliates to provide, Company Employees with wages, salary, bonus and other cash compensation and benefit plans, programs, policies and arrangements that are no less favorable, in the aggregate, to Company Employees than those provided generally to similarly situated employees of Parent. In determining whether an employee is "similarly situated," for the purposes of the previous sentence, Parent shall have sole and absolute discretion to determine in good faith whether an employee is similarly situated by reference to such factors as: nature and scope of the employee's duties; principal location where those duties are performed; grade level; and performance.

(b) To the extent applicable with respect to employee benefit plans, programs, policies and arrangements that are established or maintained by Parent for the benefit of Company Employees (and their eligible dependents), Company Employees (and their eligible dependents) shall be given credit for their service with the Company and the Company Subsidiaries (i) for purposes of eligibility to participate and vesting (but not benefit accrual under a defined benefit pension plan) to the extent such service was taken into account under a corresponding Company Plan, and (ii) for purposes of satisfying any waiting periods, evidence of insurability requirements, or the application of any pre-existing condition limitations and shall be given credit for amounts paid under a corresponding Company Plan during the same period for purposes of applying deductibles, copayments and out-of-pocket maximums as though such amounts had been paid in accordance with the terms and conditions of the plans, programs, policies and arrangements maintained by Parent. Notwithstanding the foregoing provisions of this clause (b), service and other amounts shall not be credited to Company Employees (or their eligible dependents) to the extent the crediting of such service or other amounts would result in the duplication of benefits.

(c) Parent hereby acknowledges that copies of the Company's Retention Agreements and Severance Plan have been made available to it and that Parent agrees to comply and to cause the Company to comply with the provisions of such plans as of the date hereof.

(d) Nothing in this SECTION 7.08 shall require Parent, the Company or any of their Affiliates to continue to employ any Company Employee for any period after the Effective Time.

(e) Prior to the Effective Time, the Company shall file a timely and complete application for a Determination Letter with respect to each Company Plan which is not then subject to a favorable Determination Letter.

SECTION 7.09 STATE TAKEOVER LAWS. Notwithstanding any other provision in this Agreement, in no event shall the Company Board's actions causing the restrictions on "business combinations" in Section 203 of the DGCL not to apply to this Agreement, the Stockholder Agreement or the Transactions be withdrawn, revoked or modified by the Company Board. If any state takeover statute other than Section 203 of the DGCL becomes or is deemed to become applicable to this Agreement, the Stockholder Agreement, the Offer, the acquisition of shares of Company Common Stock pursuant to the Offer or the Merger or the other Transactions, the Company shall take all action necessary to render such statute inapplicable to all of the foregoing.

SECTION 7.10 TERMINATION NOTIFICATIONS. Following the date of this Agreement, if any officer of the Company is or becomes aware that any of the persons set forth in SECTION 1.01(g) of the Company Disclosure Letter plans to terminate their employment with the Company (notwithstanding the reason for such termination), such officer shall promptly notify the Chief Executive Officer of the Company, identifying the name of the individual and any other information relating to the termination known to the officer. Promptly following receipt of any such notification, the Chief Executive Officer of the Company shall inform Parent and shall provide Parent with all information known to him regarding such termination.

ARTICLE VIII

CONDITIONS PRECEDENT

SECTION 8.01 CONDITIONS TO EACH PARTY'S OBLIGATION TO EFFECT THE MERGER. The respective obligation of each party to effect the Merger is subject to the satisfaction or waiver on or prior to the Closing Date of the following conditions:

(a) STOCKHOLDER APPROVAL. If required by Applicable Law, the Company shall have obtained Company Stockholder Approval.

(b) ANTITRUST. The waiting period (and any extension thereof) applicable to any of the Transactions under the HSR Act shall have been terminated or shall have expired and any consents, approvals and filings under any foreign antitrust law, the absence of which would prohibit the consummation of Merger, shall have been obtained or made.

(c) GERMAN CARTEL OFFICE. Parent shall have received any necessary approvals, or any applicable period for action shall have expired, under the German antitrust laws.

(d) NO INJUNCTIONS OR RESTRAINTS. No temporary restraining order, preliminary or permanent injunction or other Order issued by any court of competent jurisdiction or other legal restraint or prohibition preventing the consummation of any of the Transactions shall be in effect.

(e) ACCEPTANCE OF SHARES. Sub shall have accepted shares of Company Common Stock for payment pursuant to the Offer; PROVIDED, HOWEVER, that this condition shall be deemed satisfied if Parent or Sub fails to accept for payment and pay for shares of Company Common Stock pursuant to the Offer in violation of the terms of this Agreement and/or the Offer.

ARTICLE IX

TERMINATION, AMENDMENT AND WAIVER

SECTION 9.01 TERMINATION. This Agreement may be terminated at any time prior to the Effective Time, whether before or after Company Stockholder Approval:

(a) by mutual written consent of Parent, Sub and the Company;

(b) by either Parent or the Company if:

(i) Sub has not accepted for payment any shares of Company Common Stock tendered pursuant to the Offer on or before the Outside Date, unless the failure to accept and pay for such shares of Company Common Stock is the result of a breach of this Agreement by the party seeking to terminate this Agreement; PROVIDED, HOWEVER, that (A) the Outside Date shall be extended to the extent that the condition set forth in SECTION (vi) of EXHIBIT A is not satisfied until such time as such condition is satisfied, but in no event later than June 30, 2002 and (B) in the event that, on or prior to December 31, 2001, (1) the waiting period under the HSR Act has not expired or been terminated or (2) the condition set forth in Exhibit A relating to the pre-merger notifications in Germany has not been satisfied or waived, then, in either case, the Outside Date shall be extended to June 30, 2002;

(ii) any Governmental Entity issues an Order or takes any other action permanently enjoining, restraining or otherwise prohibiting the acceptance for payment of, or payment for, shares of Company Common Stock pursuant to the Offer or the Merger and such Order or other action shall have become final and nonappealable; or

(iii) (A) Sub shall have failed to commence the Offer within five (5) Business Days following the date of this Agreement or (B) the Offer shall have terminated or expired in accordance with its terms without Sub having purchased any shares of Company Common Stock pursuant to the Offer; provided, HOWEVER, that the right to terminate this Agreement pursuant to this CLAUSE (iii) shall not be available to any party whose failure to fulfill any of its obligations under this Agreement or the failure of whose representations and warranties to be true or the failure of whose representations and warranties to be true results in the failure of any such condition;

(c) by Parent if:

(i) the Company breaches or fails to perform any of its representations, warranties, covenants or agreements contained in this Agreement, which breach or failure to perform (A) would give rise to the failure of a condition set forth in EXHIBIT A and (B) cannot be or has not been cured within thirty (30) days after the giving of written notice to the Company of such breach; PROVIDED, HOWEVER, that this Agreement may not be terminated pursuant to this

SECTION 9.01(c)(i) if Sub has accepted shares of Company Common Stock for payment pursuant to the Offer; or

(ii) prior to Sub's acceptance of shares of Company Common Stock for payment pursuant to the Offer, the Company shall have breached in any material respect any of its obligations under SECTION 6.03(a); or

(d) by the Company if Parent or Sub breaches or fails to perform in any material respect any of its representations, warranties, covenants or agreements contained in this Agreement, which breach or failure to perform cannot be cured or has not been cured within thirty (30) days after the giving of written notice to Parent of such breach; PROVIDED, HOWEVER, that this Agreement may not be terminated pursuant to this SECTION 9.01(d) if Sub has accepted shares of Company Common Stock pursuant to the Offer.

SECTION 9.02 EFFECT OF TERMINATION.

(a) In the event of termination of this Agreement by either the Company or Parent as provided in SECTION 9.01, this Agreement shall forthwith become void and have no effect, without any liability or obligation on the part of Parent, Sub or the Company, other than SECTION 4.16, SECTION 5.08, the second to the last sentence of SECTION 7.02, this SECTION 9.02 and ARTICLE X and except to the extent that such termination results from fraud or the willful breach by a party of any representation, warranty or covenant set forth in this Agreement.

(b) All fees and expenses incurred in connection with the Merger and the other Transactions shall be paid by the party incurring such fees or expenses, whether or not the Merger is consummated.

SECTION 9.03 AMENDMENT. This Agreement may be amended by the parties at any time before or after receipt of Company Stockholder Approval; PROVIDED, HOWEVER, that after receipt of Company Stockholder Approval, there shall be made no amendment that by law requires further approval by such stockholders without

the further approval of such stockholders. This Agreement may not be amended except by an instrument in writing signed on behalf of each of the parties.

SECTION 9.04 EXTENSION; WAIVER. At any time prior to the Effective Time, the parties may (a) extend the time for the performance of any of the obligations or other acts of the other parties, (b) waive any inaccuracies in the representations and warranties contained in this Agreement or in any document delivered pursuant to this Agreement or (c) waive compliance with any of the agreements or conditions contained in this Agreement. Any agreement on the part of a party to any such extension or waiver shall be valid only if set forth in an instrument in writing signed on behalf of such party. The failure of any party to this Agreement to assert any of its rights under this Agreement or otherwise shall not constitute a waiver of such rights.

SECTION 9.05 PROCEDURE FOR TERMINATION, AMENDMENT, EXTENSION OR WAIVER. A termination of this Agreement pursuant to SECTION 9.01, an amendment of this Agreement pursuant to SECTION 9.03 or an extension or waiver pursuant to SECTION 9.04 shall, in order to be effective, be in writing and require in the case of Parent, Sub or the Company, action by its Board of Directors or the duly authorized designee of its Board of Directors.

ARTICLE X

GENERAL PROVISIONS

SECTION 10.01 NONSURVIVAL OF REPRESENTATIONS AND WARRANTIES. None of the representations and warranties in this Agreement or in any instrument delivered pursuant to this Agreement shall survive the Effective Time. This SECTION 10.01 shall not limit any covenant or agreement contained in this Agreement which by its terms contemplates performance after the Effective Time.

SECTION 10.02 NOTICES. All notices, requests, claims, demands and other communications under this Agreement shall be in writing and shall be deemed given if delivered personally or sent by overnight courier (providing proof of delivery) to the following addresses (or at such other address for a party as shall be specified by like notice):

(a) IF TO PARENT OR SUB, TO

Abbott Laboratories
100 Abbott Park Road
D-920, AP6C
Abbott Park, IL 60064-3500
Tel: (847) 937-0643
Fax: (847) 937-4604
Attention: Senior Vice President,
Diagnostic Operations

with a copies to:

Abbott Laboratories
100 Abbott Park Road
D-364, AP6D
Abbott Park, IL 60064-3500
Tel: (847) 937-8905
Fax: (847) 938-6277
Attention: Senior Vice President, Secretary
and General Counsel

Skadden, Arps, Slate, Meagher & Flom (Illinois)
333 West Wacker Drive, Suite 2100
Chicago, IL 60606
Tel: (312) 407-0700
Fax: (312) 401-0411
Attention: Charles W. Mulaney, Jr.
Brian W. Duwe

(b) IF TO THE COMPANY, TO

Vysis, Inc.
3100 Woodcreek Drive
Downers Grove, IL 60515-5400
Tel: (630) 271-7000

Fax: (630) 271-7138
Attention: President

with a copy to:

Fenwick & West LLP
275 Battery Street
San Francisco, CA 94111
Tel: (415) 875-2300
Fax: (415) 281-1350
Attention: Douglas N. Cogen
John W. Kastelic

SECTION 10.03 INTERPRETATION. When a reference is made in this Agreement to a Section, such reference shall be to a Section of this Agreement unless otherwise indicated. The table of contents and headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement. Whenever the words "include", "includes" or "including" are used in this Agreement, they shall be deemed to be followed by the words "without limitation".

SECTION 10.04 SEVERABILITY. If any term or other provision of this Agreement is invalid, illegal or incapable of being enforced by any rule or law, or public policy, all other conditions and provisions of this Agreement shall nevertheless remain in full force and effect so long as the economic or legal substance of the transactions contemplated hereby is not affected in any manner materially adverse to any party. Upon such determination that any term or other provision is invalid, illegal or incapable of being enforced, the parties hereto shall negotiate in good faith to modify this Agreement so as to effect the original intent of the parties as closely as possible in an acceptable manner to the end that transactions contemplated hereby are fulfilled to the extent possible.

SECTION 10.05 COUNTERPARTS. This Agreement may be executed in one or more counterparts, all of which shall be considered one and the same agreement and shall become effective when one or more counterparts have been signed by each of the parties and delivered to the other parties. Delivery of an executed counterpart of this Agreement by facsimile shall be effective to the fullest extent permitted by Applicable Law.

SECTION 10.06 ENTIRE AGREEMENT; NO THIRD-PARTY BENEFICIARIES. This Agreement, the Stockholder Agreement, the Company Disclosure Letter and all exhibits and schedules hereto and the Confidentiality Agreement, taken together, constitute the entire agreement, and supersede all prior agreements and understandings, both written and oral, among the parties with respect to the Transactions. Other than SECTIONS 7.03(a) and 7.05 of this Agreement, no

provision of this Agreement is intended to confer upon any Person other than the parties any rights or remedies.

SECTION 10.07 GOVERNING LAW. This Agreement shall be governed by, and construed in accordance with, the laws of the State of Delaware, regardless of the laws that might otherwise govern under applicable principles of conflicts of laws thereof.

SECTION 10.08 ASSIGNMENT. Neither this Agreement nor any of the rights, interests or obligations under this Agreement shall be assigned, in whole or in part, by operation of law or otherwise by any of the parties without the prior written consent of the other parties, except that Sub may assign, in its sole discretion, any of or all its rights, interests and obligations under this Agreement to Parent or to one or more direct or indirect wholly owned Subsidiaries of Parent or a combination thereof but no such assignment shall relieve Sub of any of its obligations under this Agreement. Any purported assignment without such consent shall be void. Subject to the preceding sentences, this Agreement will be binding upon, inure to the benefit of, and be enforceable by, the parties and their respective successors and assigns.

SECTION 10.09 ENFORCEMENT. The parties agree that irreparable damage would occur in the event that any of the provisions of this Agreement is not performed in accordance with its specific terms or were otherwise breached. It is accordingly agreed that the parties shall be entitled to an injunction or injunctions to prevent breaches of this Agreement and to enforce specifically the terms and provisions of this Agreement in any Delaware state court or any Federal court located in the State of Delaware, this being in addition to any other remedy to which they are entitled at law or in equity. In addition, each of the parties hereto (a) consents to submit itself to the personal jurisdiction of any Delaware state court or any federal court located in the State of

Delaware in the event any dispute arises out of this Agreement or any Transaction, (b) agrees that it will not attempt to deny or defeat such personal jurisdiction by motion or other request for leave from any such court, (c) agrees that it will not bring any action relating to this Agreement or any Transaction in any court other than any Delaware state court or any federal court sitting in the State of Delaware and (d) waives any right to trial by jury with respect to any action related to or arising out of this Agreement or any Transaction.

* * * * *

IN WITNESS WHEREOF, Parent, Sub and the Company have duly executed this Agreement and Plan of Merger, all as of the date first written above.

ABBOTT LABORATORIES

By: /s/ Richard A. Gonzalez

Name: Richard A. Gonzalez
Title: Executive Vice President,
Medical Products

RAINBOW ACQUISITION CORP.

By: /s/ Thomas D. Brown

Name: Thomas D. Brown
Title: President

VYSIS, INC.

By: /s/ John L. Bishop

Name: John L. Bishop
Title: President and Chief Executive Officer

EXHIBIT A

Conditions of the Offer

Capitalized terms used but not otherwise defined herein shall have the meanings set forth in the Agreement and Plan of Merger (the "AGREEMENT") of which this Exhibit A is a part. Notwithstanding any other term of the Offer or this Agreement, and in addition to (and not in limitation of) Sub's right to extend and amend the Offer, Sub shall not be required to accept for payment or, subject to any applicable rules and regulations of the SEC, including Rule 14e-l(c) under the Exchange Act (relating to Sub's obligation to pay for or return tendered shares of Company Common Stock promptly after the termination or withdrawal of the Offer), to pay for any shares of Company Common Stock tendered pursuant to the Offer unless (i) there shall have been validly tendered and not withdrawn prior to the expiration of the Offer (as it may be extended in accordance with the requirements of SECTION 2.01) that number of shares of Company Common Stock which, together with the shares then beneficially owned by Parent or Sub, would represent at least fifty-one percent (51%) of the Fully Diluted Shares (the "MINIMUM CONDITION") and (ii) the waiting period (and any

extension thereof) applicable to the purchase of shares of Company Common Stock pursuant to the Offer under the HSR Act and the pre-merger notification requirements of Germany shall have been terminated or shall have expired. The term "FULLY DILUTED SHARES" means all outstanding securities entitled generally to vote in the election of directors of the Company on a fully diluted basis, after giving effect to the exercise or conversion of all options, warrants, rights and securities exercisable or convertible into such voting securities. Furthermore, notwithstanding any other term of the Offer or this Agreement, Sub shall not be required to accept for payment or, subject as aforesaid, to pay for any shares of Company Common Stock not theretofore accepted for payment or paid for, and may terminate or amend the Offer, with the consent of the Company if, at any time on or after the date of this Agreement and before the expiration of the Offer, any of the following conditions shall have occurred and be continuing:

(i) there shall be pending any suit, action or proceeding brought by a Governmental Entity (A) challenging the acquisition by Parent or Sub of any shares of Company Common Stock under the Offer or the Stockholder Agreement, seeking to restrain or prohibit the making or consummation of the Offer or the Merger or the performance of any of the other Transactions or seeking to obtain from the Company, Parent or Sub any damages that are material in relation to the Company and the Company Subsidiaries taken as a whole, (B) seeking to prohibit or impose any material limitations on Parent's or Sub's ownership or operation (or that of any of their respective Subsidiaries or Affiliates) of all or a portion of the Company's businesses or assets, or to compel Parent or Sub or their respective Subsidiaries and Affiliates to dispose of or hold separate any portion of the business or assets of the Company or Parent and their respective Subsidiaries, (C) seeking to impose material limitations on the ability of Sub, or rendering Sub unable, to accept for payment, pay for or purchase some or all of the shares of Company Common Stock pursuant to the Offer and the Merger, (D) seeking to impose limitations on the ability of Sub or Parent effectively to exercise full rights of ownership of the shares of Company Common Stock, including, without limitation, the right to vote the shares of Company Common Stock purchased by it on all matters

properly presented to the Company's stockholders or (E) which otherwise is reasonably likely to have a Company Material Adverse Effect;

(ii) any statute, rule, regulation, legislation, interpretation, judgment, Order or injunction shall be enacted, entered, enforced, promulgated, amended or issued with respect to, or deemed applicable to, or any consent or approval withheld with respect to the Offer, the Merger or any of the other Transactions, by any Governmental Entity that is reasonably likely to result in any of the consequences referred to in clauses (A) through (E) of paragraph (i) above;

(iii) any of the representations and warranties of the Company in this Agreement, disregarding all qualifications and exceptions contained therein relating to "materiality" or "Company Material Adverse Effect" or any similar standard or qualification, shall not, individually or in the aggregate, be true and correct as of the date of this Agreement and as of such time as though made at such time, except (A) where the failure of such representations and warranties to be true and correct would not have a Company Material Adverse Effect, (B) to the extent such representation and warranty expressly relates to a specific date (in which case such representation or warranty need only be true and correct on and as of such specific date), or (C) to the extent Parent has consented in writing to any supplement or amendment to the Company Disclosure Letter delivered to Parent;

(iv) the Company shall have and be continuing to have failed to perform in any material respect any obligation or to comply in any material respect with any material agreement or covenant of the Company to be performed or complied with by it under this Agreement other than any obligation under SECTION 7.10 of the Agreement;

(v) there shall have occurred any change, event, condition, fact or set of facts or development which individually or in the aggregate has had, or would be reasonably expected to have, a Company Material Adverse Effect;

(vi) there shall have occurred (A) a declaration of a banking moratorium or any suspension of payments in respect of banks in the United States (whether or not mandatory) or (B) any limitation (whether or not mandatory) by any United States governmental authority on the

extension of credit by banks or other financial institutions, in either case, which would materially impair Parent's and Sub's ability to fund the Transactions; or

(vii) this Agreement shall have been terminated in accordance with its terms.

The foregoing conditions are for the sole benefit of Sub and Parent and may, subject to the terms of the Agreement, be waived by Sub and Parent in whole or in part at any time and from time to time in their sole discretion prior to the expiration of the Offer. The failure by Parent, Sub or any other Affiliate of Parent at any time to exercise any of the foregoing rights shall not be deemed a waiver of any such right, the waiver of any such right with respect to particular facts and circumstances shall not be deemed a waiver with respect to any other facts

and circumstances and each such right shall be deemed an ongoing right that may be asserted at any time and from time to time prior to the expiration of the Offer.

STOCKHOLDER AGREEMENT

STOCKHOLDER AGREEMENT (this "AGREEMENT"), dated as of October 24, 2001 by and among Abbott Laboratories, an Illinois corporation ("PARENT"), Rainbow Acquisition Corp., a Delaware corporation and a wholly owned subsidiary of Parent ("SUB"), Amoco Technology Company, a Delaware corporation (the "STOCKHOLDER") and BP America Inc., a Delaware corporation ("BP"). Capitalized terms used but not defined herein shall have the meanings ascribed to such terms in the Merger Agreement (as defined below).

WHEREAS, the Stockholder is, as of the date hereof, the record and beneficial owner of 6,662,682 shares of common stock, par value $0.001 per share (the "COMMON STOCK"), of Vysis, Inc., a Delaware corporation (the "COMPANY");

WHEREAS, Parent, Sub and the Company concurrently herewith are entering into an Agreement and Plan of Merger, dated as of the date hereof (the "MERGER AGREEMENT"), which provides, among other things, for the acquisition of the Company by Parent by means of a cash tender offer (the "OFFER") for all of the issued and outstanding shares of Common Stock of the Company and for the subsequent merger (the "MERGER") of Sub with and into the Company upon the terms and subject to the conditions set forth in the Merger Agreement;

WHEREAS, the Company Board has adopted resolutions approving and declaring advisable the Merger Agreement, this Agreement and the other Transactions (such approvals having been made in accordance with the DGCL, including for purposes of Section 203 thereof); and

WHEREAS, as a condition to the willingness of Parent and Sub to enter into the Merger Agreement, Parent has requested that the Stockholder and BP agree and, in order to induce Parent and Sub to enter into the Merger Agreement, the Stockholder and BP have agreed to enter into this Agreement.

NOW, THEREFORE, in consideration of the execution and delivery by Parent and Sub of the Merger Agreement, the foregoing premises and the mutual representations, warranties, covenants and agreements set forth herein and therein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

SECTION 1. REPRESENTATIONS AND WARRANTIES OF THE STOCKHOLDER. The Stockholder hereby represents and warrants to Parent and Sub as follows:

(a) The Stockholder is the record and beneficial owner (as defined in Rule 13d-3 under the Exchange Act, which meaning will apply for all purposes of this Agreement) of 6,662,682 shares of Common Stock (as may be adjusted from time to time pursuant to SECTION 7 hereof, the "SHARES"). Except for the Shares, the Stockholder does not beneficially own or have any right to acquire any securities of the Company, nor is the Stockholder subject to any contract or understanding that obligates it to vote, acquire, or otherwise dispose of or transfer any interest in the Common Stock of the Company or the Shares or that restricts its rights in the Shares in any way.

(b) The Stockholder is a corporation duly incorporated, validly existing and in good standing under the laws of Delaware and has all corporate power and authority required to carry on its business as now conducted.

(c) The execution, delivery and performance by the Stockholder of this Agreement and the consummation by the Stockholder of the transactions contemplated hereby are within the corporate power of Stockholder and have been duly and validly authorized by all necessary corporate action. Assuming that this Agreement constitutes the valid and binding obligation of Parent, Sub and BP, this Agreement constitutes the valid and binding agreement of the Stockholder, enforceable in accordance with its terms subject to the effect of any applicable bankruptcy, reorganization, insolvency, moratorium or similar laws affecting creditors, rights generally and to the effect of general principles of equity (regardless of whether such enforceability is considered in a proceeding in equity or at law).

(d) Neither the execution and delivery of this Agreement nor the consummation by the Stockholder of the transactions contemplated hereby will result in a violation of, or a default under, or conflict with, any contract or understanding of any kind to which the Stockholder is a party or by which it is bound or to which the Shares are subject, which in each of the foregoing cases would materially adversely affect Sub, the Purchaser or the transactions contemplated hereby or by the Merger Agreement. Consummation by the Stockholder of the transactions contemplated hereby will not violate, or require any consent, approval or notice under, any provision of any judgment, order, law or regulation applicable to the Stockholder or the Shares, except for any necessary

filing under the Exchange Act or the HSR Act, or any non-U.S. merger control or competition laws or any violation or consent, approval or notice the failure of which to obtain would not materially adversely affect Sub, the Purchaser or the transactions contemplated hereby or by the Merger Agreement.

(e) The Shares and the certificates representing the Shares are now and at all times during the term hereof will be held by the Stockholder, or by a nominee or custodian for the benefit of the Stockholder, free and clear of all liens, claims, security interests, proxies, voting trusts or agreements, understandings or any other encumbrances whatsoever ("LIENS"), except for any Permitted Liens or any arising hereunder. The Stockholder will transfer to Sub good title to the Shares, free and clear of all Liens.

SECTION 2. REPRESENTATIONS AND WARRANTIES OF BP. BP hereby represents and warrants to Parent and Sub as follows:

(a) BP is a corporation duly incorporated, validly existing and in good standing under the laws of the State of Delaware and has all corporate power and authority required to carry on its business as now conducted.

(b) The execution, delivery and performance by BP of this Agreement and the consummation by BP of the transactions contemplated hereby are within the corporate power of BP and have been duly and validly authorized by all necessary corporate action. Assuming that this Agreement constitutes the valid and binding obligation of Parent, Sub and Stockholder, this Agreement constitutes the valid and binding agreement of BP, enforceable in accordance with its terms subject to the effect of any applicable bankruptcy, reorganization,

insolvency, moratorium or similar laws affecting creditors' rights generally and to the effect of general principles of equity (regardless of whether such enforceability is considered in a proceeding in equity or at law).

(c) Neither the execution and delivery of this Agreement nor the consummation by BP of the transactions contemplated hereby will result in a violation of, or a default under, or conflict with, any contract or understanding of any kind to which BP is a party or by which it is bound or to which the Shares are subject, which in each of the foregoing cases would materially adversely affect Sub, the Purchaser or the transactions contemplated hereby or by the Merger Agreement. Consummation by BP of the transactions contemplated hereby will not violate, or require any consent, approval or notice under, any provision of any judgment, order, law or regulation applicable to BP or the Shares, except for any necessary filing under the Exchange Act, the HSR Act, any non-U.S. merger control or competition laws or any violation or consent, approval or notice the failure of which to obtain would not materially adversely affect Sub, the Purchaser or the transactions contemplated hereby or by the Merger Agreement.

SECTION 3. REPRESENTATIONS AND WARRANTIES OF PARENT AND SUB. Each of Parent and Sub hereby, jointly and severally, represents and warrants to the Stockholder as follows:

(a) Each of Parent and Sub is a corporation duly incorporated, validly existing and in good standing under the laws of its jurisdiction of incorporation and has all corporate power and authority required to carry on its business as now conducted.

(b) The execution, delivery and performance by Parent and Sub of this Agreement and the consummation by Parent and Sub of the transactions contemplated hereby are within the corporate powers of Parent and Sub and have been duly and validly authorized by all necessary corporate action. Assuming that this Agreement constitutes the valid and binding obligation of the Stockholder and BP, this Agreement constitutes the valid and binding agreement of each of Parent and Sub, enforceable in accordance with its terms subject to the effect of any applicable bankruptcy, reorganization, insolvency, moratorium or similar laws affecting creditors' rights generally and to the effect of general principles of equity (regardless of whether such enforceability is considered in a proceeding in equity or at law).

(c) Neither the execution and delivery of this Agreement nor the consummation by each of Parent and Sub of the transactions contemplated hereby will result in a violation of, or a default under, or conflict with, any contract or understanding of any kind to which either of Parent or Sub is a party or bound, which in each of the foregoing cases would materially adversely affect the Stockholder, BP or the transactions contemplated hereby or by the Merger Agreement. The consummation by each of Parent and Sub of the transactions contemplated hereby will not violate, or require any consent, approval or notice

under, any provision of any judgment, order, law or regulation applicable to either Parent or Sub, except for any necessary filing under the Exchange Act, the HSR Act, or any non-U.S. merger control or competition laws which in each of the foregoing cases would materially adversely affect the Stockholder, BP or the transactions contemplated hereby or by the Merger Agreement.

SECTION 4. PURCHASE AND SALE OF THE SHARES; TERMS OF OFFER.

(a) The Stockholder hereby agrees that it shall tender and sell all the Shares into the Offer promptly, and in any event no later than the fifth Business Day following the commencement of the Offer, and that it shall not withdraw any Shares so tendered so long as the Offer remains outstanding.

(b) Prior to tendering such Shares into the Offer, the Stockholder shall execute and deliver to Parent an affidavit stating, under penalty of perjury, the Stockholder's taxpayer identification number and that the Stockholder is not a foreign person as defined in Section 1445 of the Code and the treasury regulations thereunder. The Stockholder will receive the same price per Share received by the other stockholders of the Company in the Offer. Sub's obligation to accept for payment and pay for the Shares in the Offer is subject to the terms and conditions of the Offer set forth in the Merger Agreement and Exhibit A thereto. Parent and Sub agree that in no event shall the Shares be accepted for payment by Parent, Sub or any Affiliate thereof until the early termination or expiration of the applicable waiting period under the HSR Act has occurred.

(c) Parent and Sub hereby agree that without the prior written consent of the Stockholder, Sub shall not: (i) reduce the number of shares of Company Common Stock subject to the Offer; (ii) reduce the Offer Price; (iii) add to the conditions set forth in EXHIBIT A of the Merger Agreement; (iv) modify the conditions set forth in EXHIBIT A of the Merger Agreement in a manner adverse to the Stockholder; (v) except as provided in the next sentence, extend the Offer; (vi) change the form of consideration payable in the Offer; or (vii) make any other change or modification in any of the terms of the Offer in any manner that is adverse to the Stockholder. Notwithstanding the foregoing, (A) Sub shall extend the Offer for one or more periods if at the initial scheduled expiration date or any subsequent expiration date of the Offer any of the conditions to Sub's obligation to purchase shares of Company Common Stock are not satisfied or waived, until such time as such conditions are satisfied or waived (but not after the Outside Date) and (B) Sub may, without the consent of the Stockholder, (1) extend the Offer if all of the conditions to the Offer are satisfied or waived but the number of the Shares validly tendered and not withdrawn is less than ninety percent (90%) of the Fully Diluted Shares, for an aggregate period not to exceed twenty (20) Business Days (for all such extensions); PROVIDED, that Sub shall immediately accept and promptly pay for all Company Common Stock tendered prior to the date of an extension pursuant to clause (1) and shall otherwise meet the requirements of Rule 14d-11 under the Exchange Act in connection with each such extension, and (2) extend the Offer for any period required by any rule, regulation, interpretation or position of the SEC or the staff thereof applicable to the Offer.

SECTION 5. TRANSFER OF THE SHARES. Prior to the termination of this Agreement, except as otherwise provided herein, the Stockholder shall not: (a) sell, pledge or otherwise dispose of or transfer any interest in or encumber with any Lien any of the Shares; (b) deposit the Shares into a voting trust, enter into a voting agreement or arrangement with respect to the Shares or grant any proxy with respect to the Shares; or (c) take any other action with respect to the Shares that would in any way restrict, limit or interfere with the performance of its obligations hereunder or the transactions contemplated hereby. If the Stockholder acquires any additional shares of Common Stock of the Company prior to the termination of this Agreement,

any such additional shares shall be deemed Shares and included in the Shares subject to this Agreement.

SECTION 6. VOTING OF SHARES; GRANT OF IRREVOCABLE PROXY; APPOINTMENT OF PROXY.

(a) The Stockholder hereby agrees that, during the term of this Agreement, at any meeting (whether annual or special and whether or not an adjourned or postponed meeting) of the stockholders of the Company, or in connection with any written consent of the stockholders of the Company, the Stockholder will appear at the meeting or otherwise cause the Shares to be

counted as present thereat for purposes of establishing a quorum and vote or consent (or cause to be voted or consented) the Shares: (i) in favor of the Merger and approval and adoption of the Merger Agreement and any action required in furtherance thereof; (ii) against any action or agreement that would result in a breach of any representation, warranty or covenant of the Company in the Merger Agreement; and (iii) against any action or agreement which would delay, postpone or attempt to discourage the Merger or the Offer or cause a condition to the closing of the Merger or the Offer to not be capable of being satisfied.

(b) The Stockholder hereby irrevocably grants to, and appoints, Parent and any nominee thereof, its proxy and attorney-in-fact (with full power of substitution) during the term of this Agreement, for and in the name, place and stead of the Stockholder, to vote the Shares, or grant a consent or approval in respect of the Shares, in connection with any meeting of the stockholders of the Company: (i) in favor of the Merger and approval and adoption of the Merger Agreement and any action required in furtherance thereof; (ii) against any action or agreement that would result in a breach of any representation, warranty or covenant of the Company in the Merger Agreement; and (iii) against any action or agreement which would delay, postpone or attempt to discourage the Merger or the Offer or cause a condition to the closing of the Merger or the Offer to not be capable of being satisfied.

(c) The Stockholder represents that any outstanding proxy heretofore given in respect of the Shares, if any, is revocable and that any outstanding proxy heretofore given in respect of the Shares has been revoked.

(d) The Stockholder hereby affirms that the irrevocable proxy set forth in this SECTION 6 is given in connection with the execution of the Merger Agreement, and that such irrevocable proxy is given to secure the performance of the duties of the Stockholder under this Agreement. The Stockholder hereby further affirms that the irrevocable proxy is coupled with an interest and is intended to be irrevocable in accordance with the provisions of SECTION 212(e) of the DGCL.

(e) The Stockholder hereby irrevocably waives any rights of appraisal or rights to dissent from the Merger that the Stockholder may have.

SECTION 7. CERTAIN EVENTS. In the event of any stock split, stock dividend, merger, reorganization, recapitalization or other change in the capital structure of the Company affecting the Common Stock of the Company or the acquisition of additional shares of Common Stock of the Company by the Stockholder, the number of Shares shall be adjusted appropriately,

and this Agreement and the obligations hereunder shall attach to any additional shares of Common Stock or other securities or rights of the Company issued to or acquired by the Stockholder.

SECTION 8. CERTAIN OTHER AGREEMENTS.

(a) From the date of this Agreement until the earlier of the Effective Time or the termination of this Agreement, the Stockholder shall not (and the Stockholder will not permit any of its Affiliates, officers, directors or employees or any investment banker, financial advisor, attorney, accountant or other representative retained by it or any Affiliate (collectively "STOCKHOLDER REPRESENTATIVES") to) directly or indirectly: (i) solicit, initiate, engage in discussions or negotiate with any Person or take any other action intended or designed to facilitate any inquiry or effort of any Person (other than Parent) relating to any Alternative Acquisition; (ii) provide information with respect to the Company or any Company Subsidiary to any Person, other than Parent, relating to a possible Alternative Acquisition by any Person, other than Parent; or (iii) enter into any agreement with respect to any proposal for an Alternative Acquisition Proposal. Notwithstanding the foregoing, prior to the acceptance for payment of Common Stock of the Company pursuant to the Offer, the Stockholder may advise the Company Board of receipt by it (or any Stockholder Representative) of any unsolicited Alternative Acquisition Proposal or any inquiry indicating that any Person is considering making or wishes to make an Alternative Acquisition Proposal. Notwithstanding the foregoing, it is agreed and understood by the parties that the term "Stockholder Representative" shall not include the Company, any Company Subsidiary or any Company Representative.

(b) The Stockholder promptly, and in any event within two (2) Business Days, shall advise Parent in writing of receipt by it (or any Stockholder Representative) of any Alternative Proposal or any inquiry indicating that any Person is considering making or wishes to make an Alternative Acquisition Proposal, identifying such Person, and the financial and other material terms and conditions of any Alternative Acquisition Proposal or

potential Alternative Acquisition Proposal. The obligations provided for in this Section 8 shall become effective immediately following the execution and delivery of this Agreement by the parties hereto.

(c) The Stockholder and BP hereby agree to cease and cause to be terminated immediately all existing discussions or negotiations conducted by them or at their behest heretofore with respect to any Alternative Acquisition. In addition, BP agrees to promptly direct UBS Warburg LLC to cease and cause to be terminated immediately all existing discussions or negotiations conducted by it heretofore with respect to any Alternative Acquisition on behalf of BP or its Affiliates.

(d) Notwithstanding any other provision of this Agreement, the Stockholder shall be liable to, and shall defend, indemnify and hold harmless, Parent, Sub, the Company, each Company Subsidiary and their respective officers, directors and affiliates (the "INDEMNIFIED PARTIES"): (i) for any and all Taxes of BP and any current or former Affiliate of BP (other than the Company or any Company Subsidiary) for any taxable period beginning before the Closing Date, for which the Company or any Company Subsidiary may be liable pursuant to Treasury Regulation Sec. 1.1502-6 (or any similar provision of state, local or foreign law), as a transferee or successor, by contract, agreement or otherwise; (ii) any and all Taxes imposed on or

with respect to the Company or any Company Subsidiary for any taxable period (or portion thereof) ending on or before February 10, 1998 (all amounts described in clauses (i) and (ii) of this SECTION 8(d) being, the "INDEMNIFIED TAXES"); and (iii) any and all expenses incurred by any Indemnified Party arising from any Indemnified Taxes (collectively, the "STOCKHOLDER INDEMNIFICATION OBLIGATIONS").

(e) BP hereby irrevocably and unconditionally guarantees any and all of the Stockholder Indemnification Obligations.

(f) BP hereby agrees that it shall pay any fees, expenses or other amounts that become due and payable by the Company to UBS Warburg LLC or any other investment bank or financial advisor engaged by the Company other than Wachovia Securities (formerly known as First Union Securities) and Goldman Sachs & Co. (such entities other than Wachovia Securities and Goldman Sachs & Co., the "Covered Advisors") as a result of the Transactions (the "Covered Advisor Liabilities") and shall defend, indemnify and hold harmless the Indemnified Parties against any claims for such amounts or any liabilities or costs arising out of or resulting from any claims for such amounts. In the event any Covered Advisor makes any written claim or demand for the payment of any Covered Advisor Liabilities (a "Demand"), Parent shall promptly, but in no event more than five (5) Business Days following such Demand, notify BP of such claim or demand, PROVIDED, HOWEVER, that Parent's failure to notify BP within such five (5) Business Day period shall relieve BP of its obligation to pay the Covered Advisor Liabilities only to the extent that BP is actually prejudiced by such failure. BP shall have the right to dispute any Demand and defend Parent and the Company by appropriate proceedings against any Demand and shall have the power to direct and control such defense. All costs and expenses incurred by BP in defending such Demand shall be the liability of, and shall be paid by, BP. If the Company or Parent desires to participate in any such defense, or to employ separate counsel of its choice, it may do so at its sole cost and expense. Parent and each of its Affiliates shall cooperate with BP and its counsel in the defense of any Demand. Neither Parent nor any of its Affiliates shall make payment on, or otherwise settle, a Demand without the consent of BP. Parent shall give BP and its counsel access to the relevant business records and other documents of the Company, and shall permit them to consult with the employees and counsel of the Company and any of its Affiliates (during normal business hours and without undue disruption to the Company's Business) as may be reasonably necessary in connection with the foregoing.

SECTION 9. FURTHER ASSURANCES; STOCKHOLDER CAPACITY. (a) With respect to each party's respective obligations under this Agreement, the Stockholder and BP shall, upon request of Parent or Sub, execute and deliver any additional documents and take such further actions as may reasonably be deemed by Parent or Sub to be necessary to carry out the provisions hereof and to vest the power to vote the Shares as contemplated by SECTION 6 hereof in Parent.

(b) Nothing in this Agreement shall be construed to prohibit any person from taking any action solely in his or her capacity as a member of the Company Board to the extent specifically permitted by the Merger Agreement.

SECTION 10. TERMINATION. This Agreement, and all rights and obligations of the parties hereunder, shall terminate upon the earlier of: (a) the date upon which the Offer is

terminated without the purchase of shares of Common Stock thereunder in accordance with its terms; (b) the termination of the Merger Agreement in accordance with its terms; or (c) the Effective Time; PROVIDED, HOWEVER, that whether or not the Merger is consummated, the provisions set forth in SECTIONS 11 and 12 shall survive any termination of this Agreement; and PROVIDED, FURTHER, that the provisions set forth in SECTIONS 8(b), 8(c), 8(d), 8(e) and 8(f) shall survive following the Effective Time if the Merger is consummated.

SECTION 11. EXPENSES. Except as otherwise provided herein, all fees and expenses incurred by any one party hereto shall be borne by the party incurring such fees and expenses.

SECTION 12. MISCELLANEOUS.

(a) All notices, requests, claims, demands and other communications under this Agreement shall be in writing and shall be deemed given if delivered personally or sent by overnight courier (providing proof of delivery) to the following addresses (or at such other address for a party as shall be specified by like notice):

(A) if to Parent or Sub, to:

Abbott Laboratories
100 Abbott Park Road
D-920, AP6C
Abbott Park, Illinois 60064-3500
Attention: Senior Vice President,
Diagnostic Operations

with a copy to:

Abbott Laboratories
100 Abbott Park Road
D-364, AP6D
Abbott Park, Illinois 60064-3500
Attention: Senior Vice President,
Secretary and General Counsel

with a copy to:

Skadden, Arps, Slate, Meagher & Flom (Illinois)
333 West Wacker Drive
Chicago, Illinois 60606
Attention: Charles W. Mulaney, Jr.
Brian W. Duwe

and

(B) if to the Stockholder or BP, to:

BP America Inc.
200 E. Randolph Drive
Chicago, Illinois 60601
Attention: Vice President - Mergers and Acquisitions

with a copy to:

Sullivan & Cromwell
125 Broad Street
New York, New York 10023
Attention: John J. O'Brien

(b) The headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement.

(c) This Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which shall be considered one and the same agreement.

(d) This Agreement (including the Merger Agreement and any other

documents and instruments referred to herein) constitutes the entire agreement, and supersedes all prior agreements and understandings, whether written or oral, among the parties hereto with respect to the subject matter hereof.

(e) This Agreement shall be governed by, and construed in accordance with, the laws of the State of Delaware, without giving effect to the principles of conflict of laws thereof.

(f) Neither this Agreement nor any of the rights, interests or obligations hereunder shall be assigned, in whole or in part, by operation of law or otherwise by any of the parties without the prior written consent of the other parties. Any purported assignment without such consent shall be void, except that Sub may assign, in its sole discretion, any of or all of its rights, interests and obligations under this Agreement to Parent or to one or more direct or indirect wholly owned Subsidiaries of Parent or a combination thereof, but no such assignment shall relieve Sub or any of its obligations under this Agreement. Subject to the preceding sentence, this Agreement will be binding upon, inure to the benefit of, and be enforceable by, the parties and their respective successors and assigns.

(g) If any term, provision, covenant or restriction herein is held by a court of competent jurisdiction or other authority to be invalid, void or unenforceable or against public policy, the remainder of the terms, provisions, covenants and restrictions of this Agreement shall remain in full force and effect and shall in no way be affected, impaired or invalidated.

(h) The parties agree that irreparable damage would occur in the event that any of the provisions of this Agreement is not performed in accordance with its specific terms or were otherwise breached. It is accordingly agreed that the parties shall be entitled to an injunction or injunctions to prevent breaches of this Agreement and to enforce specifically the terms and provisions of this Agreement in any Delaware state court or any federal court located in the State of Delaware, this being in addition to any other remedy to which they are entitled at law or in equity. In addition, each of the parties hereto: (i) consents to submit itself to the personal jurisdiction of any Delaware state court or any federal court located in the State of Delaware in the event any dispute arises out of this Agreement; (ii) agrees that it will not attempt to deny or defeat such personal jurisdiction by motion or other request for leave from any such court; (iii) agrees that it will not bring any action relating to this Agreement in any court other than any Delaware state court or any federal court sitting in the State of Delaware; and (iv) waives any right to trial by jury with respect to any action related to or arising out of this Agreement.

(i) No amendment, modification or waiver in respect of this Agreement shall be effective against any party unless it shall be in writing and signed by such party.

IN WITNESS WHEREOF, Parent, Sub, the Stockholder and BP have caused this Agreement to be duly executed and delivered as of the date first written above.

ABBOTT LABORATORIES

By: /s/ RICHARD A GONZALEZ

Name: Richard A Gonzalez
Title: Executive Vice President,
Medical Products

RAINBOW ACQUISITION CORP.

By: /s/ THOMAS D. BROWN

Name: Thomas D. Brown
Title: President

AMOCO TECHNOLOGY COMPANY

By: /s/ DENNIS KELLEHER

Name: Dennis Kelleher
Title: Authorized Representative

BP AMERICA INC.

By: /s/ DENNIS KELLEHER

Name: Dennis Kelleher
Title: Authorized Representative

Exhibit 99.(d)(3)

April 17, 2001

Mr. John L. Bishop
President and Chief Executive Officer
Vysis, Inc.
3100 Woodcreek Drive
Downers Grove, Illinois 60515-5400

CONFIDENTIALITY AGREEMENT

Dear John:

In connection with our possible interest in the acquisition (the "Transaction") of Vysis, Inc. ("you" or the "Company"), we have requested that you or your representatives furnish us or our representatives with certain information relating to the Company or the Transaction. All such information (whether written or oral) furnished by you or your directors, officers, employees, affiliates, representatives (including, without limitation, financial advisors, attorneys and accountants) or agents (collectively, "your Representatives") to us or our directors, officers, employees, affiliates, representatives (including, without limitation, financial advisors, attorneys and accountants) or agents (collectively, "our Representatives") and all analyses, compilations, forecasts, studies or other documents prepared by us or our Representatives in connection with our or their review of, or our interest in, the Transaction which contain or reflect any such information is hereinafter referred to as the "Information". The term Information will not, however, include information which: (i) is or becomes publicly available other than as a result of an unauthorized disclosure by us or our Representatives; (ii) is or becomes available to us on a non-confidential basis; (iii) is in our possession prior to disclosure hereunder, as evidenced by our written records; or (iv) is independently developed by or for us or our Representatives without reference to Information.

Accordingly, the parties hereby agree as follows:

1. We and our Representatives: (a) will keep the Information confidential and will not (except as required by applicable law, regulation or legal process, and only after compliance with paragraph 3 below), without your prior written consent, disclose any Information in any manner whatsoever; and (b) will not use any Information other than in connection with the Transaction; PROVIDED, HOWEVER, that we may reveal the Information to our Representatives: (x) who need to know the Information for the purpose of evaluating the Transaction; (y) who are informed by us of the confidential nature of the Information; and (z) who agree to act in accordance with the terms of this letter agreement. We will cause our Representatives to observe the terms of this letter agreement, and we will be responsible for any breach of this letter agreement by any of our Representatives.

2. We and our Representatives will not (except as required by applicable law, regulation or legal process, and only after compliance with paragraph 3 below), without your prior written consent, disclose to any person the fact that the Information exists. Further, each party and its Representatives will not (except as required by applicable law, regulation or legal process, and only after compliance with paragraph 3 below), without the other party's prior written consent, disclose to any person the fact that the Information has been made available to us, that we are considering the Transaction, or that discussions or negotiations are taking or have taken place concerning the Transaction or any term, condition or other fact relating to the Transaction or such discussions or negotiations, including, without limitation, the status thereof.

3. In the event that we or any of our Representatives are requested pursuant to, or required by, applicable law, regulation or legal process to disclose any of the Information, we will notify you promptly so that you may seek, at your sole expense, a protective order or other appropriate remedy or, in your sole discretion, waive compliance with the terms of this letter agreement. In the event that no such protective order or remedy is obtained, or that the Company does not waive compliance with the terms of this letter agreement, we will furnish only

that portion of the Information which we are advised by counsel is legally required and will exercise all reasonable efforts to obtain reliable assurance that confidential treatment will be accorded the Information.

4. If we determine not to proceed with the Transaction, we will promptly inform you of that decision and, in that case, and at any time upon the request of the Company or any of your Representatives, we will either: (a) promptly destroy all copies of the written Information in our or our Representatives' possession and confirm such destruction to you in writing; or (b) promptly deliver to the Company at our own expense all copies of the written Information in our or our Representatives' possession; PROVIDED, HOWEVER, we may retain one copy of the Information in our counsel's files for archival purposes.

5. We acknowledge that neither you, nor your Representatives, nor any of your or their respective officers, directors, employees, agents or controlling persons within the meaning of Section 20 of the Securities Exchange Act of 1934, as amended, makes any express or implied representation or warranty as to the accuracy or completeness of the Information, and we agree that no such person will have any liability relating to the Information or for any errors therein or omissions therefrom. We further agree that we are not entitled to rely on the accuracy or completeness of the Information. Each party shall be entitled to rely solely on such representations and warranties as may be included in any definitive agreement with respect to the Transaction, subject to such limitations and restrictions as may be contained therein.

6. We agree that until such time as we have determined not to proceed with the Transaction and have notified you of such pursuant to paragraph 4 herein and for a period of one year thereafter, we will not, directly or indirectly, solicit for employment (other than through general advertising that is not focused on the Company) or hire any employee of the Company or any of its subsidiaries with whom we have had contact or who became known to us in connection with our consideration of the Transaction. The restriction set forth in this paragraph 6 shall only apply to our diagnostic division.

7. We acknowledge and agree that: (a) you and your Representatives are free to conduct the process leading up to a possible Transaction as you and your Representatives, in your sole discretion, determine; and (b) you reserve the right, in your sole discretion, to change the procedures relating to your consideration of the Transaction at any time without prior notice to us or any other person, to reject any and all proposals made by us or any of our Representatives with regard to the Transaction and to terminate discussions and negotiations with us at any time and for any reason. Except as otherwise provided herein, unless and until a written definitive agreement concerning the Transaction has been executed, neither party nor any of its Representatives will have any liability to the other party or its Representatives with respect to the Transaction, whether by virtue of this letter agreement, any other written or oral expression with respect to the Transaction or otherwise.

8. Each party acknowledges that remedies at law may be inadequate to protect such party against any actual or threatened breach of this letter agreement by the other party or by its Representatives. In the event of litigation relating to this letter agreement, if a court or competent jurisdiction determines in a final, non-appealable order that this letter agreement has been breached by a party or by its Representatives, then the breaching party will reimburse the non-breaching party for its costs and expenses (including, without limitation, legal fees and expenses) incurred in connection with all such litigation.

9. No failure or delay by either party in exercising any right, power or privilege hereunder will operate as a waiver thereof, nor will any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any right, power or privilege hereunder.

10. This letter agreement will be governed by and construed in accordance with the laws of the State of Illinois applicable to contracts between residents of that state and executed in and to be performed in that state.

11. This letter agreement contains the entire agreement between you and us concerning the confidentiality of the Information, and no modifications

of this letter agreement or waiver of the terms and conditions hereof will be binding upon you or us, unless approved in writing by each of you and us.

12. Except as otherwise provided herein, the term of this letter agreement is one (1) year from the date signed below. Our obligations of confidentiality and nonuse shall terminate four (4) years from the date signed below.

Please confirm your agreement with the foregoing by signing, dating and returning to the undersigned a duplicate copy of this letter enclosed herewith.

Very truly yours,

ABBOTT LABORATORIES

By: /s/ Thomas D. Brown

Thomas D. Brown
Senior Vice President, Diagnostic Operations

Accepted and Agreed as of the date signed below:

Vysis, Inc.

By: /s/ John L. Bishop

John L. Bishop
President and Chief Executive Officer

Date: 4/19/01

August 21, 2001

[LETTERHEAD]

VIA FACSIMILE
AND COURIER

Vysis, Inc.
3100 Woodcreek Drive
Downers Grove, Illinois 60515-5400

Attention: Mr. John L. Bishop
President and Chief Executive Officer

Dear John:

Reference is made to the Confidentiality Agreement between Abbott Laboratories ("Abbott") and Vysis, Inc. ("Vysis") dated April 17, 2001 (the "Confidentiality Agreement"). The parties wish to amend the Confidentiality Agreement to ensure that any Information (whether written or oral) disclosed by Abbott or our Representatives to Vysis or its Representatives is maintained as confidential by Vysis and its Representatives according to the terms of the Confidentiality Agreement as if the Confidentiality Agreement were originally drafted to include such obligations. Except as otherwise defined in this letter, terms used in this letter are used as defined in the Confidentiality Agreement.

Abbott and Vysis agree that, effective as of the date of this letter, the Confidentiality Agreement shall be amended so that:

(a) the term "Information" also includes information (whether written or oral) relating to us or the Transaction furnished hereunder by us or our Representatives to you or your Representatives;

(b) the obligations of Paragraphs 1, 3 and 4 as well as the first sentence of Paragraph 2, the first two sentences of Paragraph 5 and the first sentence of Paragraph 6 are mutual for you and your

Representatives;

(c) the references to "we", "us", "our" and "our Representatives" shall be read, respectively, as "you", "you", "your" and "your Representatives" when referring to your rights and obligations under the Confidentiality Agreement; and

(d) Paragraph 12 is restated in its entirety to read:

> Except as otherwise provided herein, the term of this letter agreement is one (1) year from April 19, 2001. The parties' obligations of confidentiality and nonuse shall terminate four (4) years from April 19, 2001.

Except as provided herein, the Confidentiality Agreement shall remain unchanged and in full force and effect. This amendment shall be governed by, and construed in accordance with, the laws of the State of Illinois, and may be executed in two or more counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same document.

Please confirm that the foregoing is in accordance with your understanding by executing and dating both originals and returning one original of this letter to me. Upon my receipt of a faxed copy of the letter signed by you (fax no. 847-938-5968), this letter and your acceptance shall constitute a binding agreement between Abbott and Vysis.

Sincerely,

ABBOTT LABORATORIES

By: /s/Steve J. Weger Jr.

Steve J. Weger Jr.
Vice President, Corporate
Planning and Development

Accepted and Agreed as of August 21, 2001:

VYSIS, INC.

By: /s/John L. Bishop

John L. Bishop
President and Chief Executive Officer

Exhibit 99.(d)(4)

August 21, 2001

VIA FACSIMILE
AND COURIER

Mr. Dennis Kelleher
Manager, Mergers and Acquisitions
BP Corporation North America Inc.
Mail Code 2403
200 E Randolph Dr.
Chicago, IL 60601

CONFIDENTIALITY AGREEMENT

Dear Mr. Kelleher:

In connection with our possible interest in the acquisition of BP Corporation North America Inc.'s ("BP") equity interest in Vysis, Inc. (the "Company") or in the total acquisition of the Company (the "Transactions"), we have requested that you or your representatives furnish us or our representatives with certain information relating to the Company or the Transactions. All such information (whether written or oral) furnished by you or your directors, officers, employees, affiliates (not including the Company with whom Abbott has a separate confidentiality agreement regarding the Transactions), representatives (including, without limitation, financial advisors (e.g. UBS Warburg), attorneys and accountants) or agents (collectively, "your Representatives") to us or our directors, officers, employees, affiliates, representatives (including, without limitation, financial advisors, attorneys and accountants) or agents (collectively, "our Representatives") and all analyses, compilations, forecasts, studies or other documents prepared by us or our Representatives in connection with our or their review of, or our interest in, the Transactions which contain or reflect any such information is hereinafter referred to as the "Information". The term "Information" shall also include information (whether written or oral) relating to us or the Transactions furnished hereunder by us or our Representatives to you or your Representatives. The term Information will not, however, include information which: (i) is or becomes publicly available other than as a result of an unauthorized disclosure by us or our Representatives; (ii) is or becomes available to us on a non-confidential basis; (iii) is in our possession prior to disclosure in connection with the Transactions (whether on, before or after the date of this letter agreement), as evidenced by our written records; or (iv) is independently developed by or for us or our Representatives without reference to Information.

Accordingly, the parties hereby agree as follows:

1. We and our Representatives: (a) will keep the Information confidential and will not (except as required by applicable law, regulation or legal process, and only after compliance with paragraph 3 below), without your prior written consent, disclose any Information in any manner whatsoever; and (b) will not use any Information other than in connection with the Transactions; PROVIDED, HOWEVER, that we may reveal the Information to our Representatives: (x) who need to know the Information for the purpose of evaluating the Transactions; (y) who are informed by us of the confidential nature of the Information; and (z) who agree to act in accordance with the terms of this letter agreement. We will cause our Representatives to observe the terms of this letter agreement, and we will be responsible for any breach of this letter agreement by any of our Representatives.

   You and your Representatives: (a) will keep the Information confidential and will not (except as required by applicable law, regulation or legal process, and only after compliance with paragraph 3 below), without our prior written consent, disclose any Information in any manner whatsoever; and (b) will not use any Information other than in connection with the Transactions; PROVIDED, HOWEVER, that you may reveal the Information to your Representatives: (x) who need to know the Information for the purpose of evaluating the Transactions; (y) who are informed by you of the confidential nature of the Information; and (z) who agree to act in

accordance with the terms of this letter agreement. You will cause your Representatives to observe the terms of this letter agreement, and you will be responsible for any breach of this letter agreement by any of your representatives. Notwithstanding the above provisions, you and your Representatives may disclose Information to the Company which has a Confidentiality Agreement with us executed April 19, 2001, as amended, that relates to the Transactions.

2. We and our Representatives will not (except as required by applicable law, regulation or legal process, and only after compliance with paragraph 3 below), without your prior written consent, disclose to any person the fact that the Information exists. You and your Representatives will not (except as required by applicable law, regulation or legal process, and only after compliance with paragraph 3 below), without our prior written consent, disclose to any person the fact that the Information exists. Further, each party and its Representatives will not (except as required by applicable law, regulation or legal process, and only after compliance with paragraph 3 below), without the other party's prior written consent, disclose to any person the fact that the Information has been made available to us, that we are considering the Transactions, or that discussions or negotiations are taking or have taken place concerning the Transactions or any term, condition or other fact relating to the Transactions or such discussions or negotiations, including, without limitation, the status thereof. Notwithstanding the above provisions, you and your Representatives may disclose Information to the Company which has a Confidentiality Agreement with us executed April 19, 2001, as amended, that relates to the Transactions.

3. In the event that we or any of our Representatives are requested pursuant to, or required by, applicable law, regulation or legal process to disclose any of the Information, we will notify you promptly so that you may seek, at your sole expense, a protective order or other appropriate remedy or, in your sole discretion, waive compliance with the terms of this letter agreement. In the event that no such protective order or other remedy is obtained, or that you do not waive compliance with the terms of this letter agreement, we will furnish only that portion of the Information which we are advised by counsel is legally required and will exercise all reasonable efforts to obtain reliable assurance that confidential treatment will be accorded the Information.

In the event that you or any of your Representatives are requested pursuant to, or required by, applicable law, regulation or legal process to disclose any of the Information, you will notify us promptly so that we may seek, at our sole expense, a protective order or other appropriate remedy or, in our sole discretion, waive compliance with the terms of this letter agreement. In the event that no such protective order or other remedy is obtained, or that we do not waive compliance with the terms of this letter agreement, you will furnish only that portion of the Information which you are advised by counsel is legally required and will exercise all reasonable efforts to obtain reliable assurance that confidential treatment will be accorded the Information.

4. If we determine not to proceed with the Transactions, we will promptly inform you of that decision and, in that case, and at any time upon the request of you or any of your Representatives, we will either: (a) promptly destroy all copies of the written Information in our or our Representatives' possession and confirm such destruction to you in writing; or (b) promptly deliver to you at our own expense all copies of the written Information in our or our Representatives' possession; PROVIDED, HOWEVER, we may retain one copy of the Information in our counsel's files for archival purposes.

If you determine not to proceed with the Transactions, you will promptly inform us of that decision and, in that case, and at any time upon the request of us or any of our Representatives, you will either: (a) promptly destroy all copies of the written Information in your or your Representatives' possession provided by or related to us and confirm such destruction to us in writing; or (b) promptly deliver to us at your own expense all copies of the written Information in your or your Representatives' possession provided by or related to us; PROVIDED, HOWEVER, you may retain one copy of the Information in your counsel's

files for archival purposes.

5. Each party acknowledges that neither the party, nor the party's Representatives, nor any of the party's or its Representatives' respective officers, directors,

employees, agents or controlling persons within the meaning of Section 20 of the Securities Exchange Act of 1934, as amended, makes any express or implied representation or warranty as to the accuracy or completeness of the Information, and each party agrees that no such person will have any liability relating to the Information or for any errors therein or omissions therefrom. Each party further agrees that it is not entitled to rely on the accuracy or completeness of the Information. Each party shall be entitled to rely solely on such representations and warranties as may be included in any definitive agreement with respect to the Transactions, subject to such limitations and restrictions as may be contained therein.

6. We acknowledge and agree that: (a) you and your Representatives are free to conduct the process leading up to the possible Transactions as you and your Representatives, in your sole discretion, determine; (b) you reserve the right, in your sole discretion, to change the procedures relating to your consideration of the Transactions at any time without prior notice to us or any other person, to reject any and all proposals made by us or any of our Representatives with regard to the Transactions and to terminate discussions and negotiations with us at any time and for any reason; and (c) we will not contact the Company or any of its directors, officers, agents or employees for the purpose of pursuing the Transactions without your prior written consent. Unless and until a written definitive agreement concerning the Transactions has been executed, neither party nor any of its Representatives will have any obligations to the other party or its Representatives with respect to the Transactions, whether by virtue of this letter agreement, any other written or oral expression with respect to the Transactions or otherwise.

7. Each party acknowledges that remedies at law may be inadequate to protect such party against any actual or threatened breach of this letter agreement by the other party or by its Representatives. In the event of litigation relating to this letter agreement, if a court of competent jurisdiction determines in a final, non-appealable order that this letter agreement has been breached by a party or by its Representatives, then the breaching party will reimburse the non-breaching party for its costs and expenses (including, without limitation, legal fees and expenses) incurred in connection with all such litigation.

8. No failure or delay by either party in exercising any right, power or privilege hereunder will operate as a waiver thereof, nor will any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any right, power or privilege hereunder.

9. The references to "we", "us", "our" and "our Representatives" shall be read, respectively, as "you", "you", "your" and "your Representatives" when referring to your rights and obligations under this letter agreement.

10. This letter agreement will be governed by and construed in accordance with the laws of the State of Illinois applicable to contracts between residents of that state and executed in and to be performed in that state.

11. This letter agreement contains the entire agreement between you and us

concerning the confidentiality of the Information, and no modifications of this letter agreement or waiver of the terms and conditions hereof will be binding upon you or us, unless approved in writing by each of you and us.

12. Except as otherwise provided herein, the term of this letter agreement is one (1) year from the date of this letter agreement. The parties' obligations of confidentiality and nonuse shall terminate four (4) years from the date of this letter agreement.

Please confirm your agreement with the foregoing by signing and returning to the undersigned the duplicate copy of this letter enclosed herewith.

Very truly yours,

ABBOTT LABORATORIES

By: /s/ Steve J. Weger, Jr.

Steve Weger Jr.
Vice President, Corporate Planning
and Development

Accepted and Agreed as of the date first written above:

BP Corporation North America Inc.

By: /s/ Dennis Kelleher

Dennis Kelleher
Manager, Mergers and Acquisitions