SECURITIES AND EXCHANGE COMMISSION
Washington, D.C. 20549

SCHEDULE 14D-1
Tender Offer Statement Pursuant to Section 14(d)(1)
of the Securities Exchange Act of 1934

INTERNATIONAL MUREX TECHNOLOGIES CORPORATION
(Name of Subject Company)

AAC ACQUISITION LTD.
an indirect wholly owned subsidiary of
ABBOTT LABORATORIES
(Bidder)

COMMON SHARES
(Title of Class of Securities)

46005H100
(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 60064-3500
(847) 937-6100

with a copy to:

Scott J. Davis
James T. Lidbury
Mayer, Brown & Platt
190 South LaSalle Street
Chicago, Illinois 60603
(312) 782-0600

(Name, Address and Telephone Number of Person Authorized
to Receive Notices and Communications on Behalf of Bidder)

CALCULATION OF FILING FEE

Transaction Valuation	Amount of Filing Fee
$240,519,396	$48,105

* For purposes of calculating the filing fee only. This amount assumes the purchase of 18,501,492 common shares (the "Shares") of the subject company at $13.00 in cash per Share.

/ / Check 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:	Not Applicable.
Form or Registration Number:	Not Applicable.
Filing Party:	Not Applicable.
Date Filed:	Not Applicable.

1. Name of Reporting Person: AAC Acquisition Ltd.
S.S. or I.R.S. Identification Nos. of Above Person: None.
Name of Reporting Person: Abbott Laboratories
S.S. or I.R.S. Identification Nos. of Above Person: 36-0698440

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2. Check the Appropriate Box if a Member of a Group: (a) / /
(b) / /

- ---

3. SEC Use Only:

- ---

4. Sources of Funds: WC

- ---

5. Check if Disclosure of Legal Proceedings is Required Pursuant to Items 2(e) or 2(f): / /

- ---

6. Citizenship or Place of Organization: British Columbia (AAC Acquisition Ltd.); Illinois (Abbott Laboratories)

- ---

7. Aggregate Amount Beneficially Owned by Each Reporting Person: 0 Shares

- ---

8. Check if the Aggregate in Row (7) Excludes Certain Shares: / /

- ---

9. Percent of Class Represented by Amount in Row (7): 0.0%

- ---

10. Type of Reporting Person: CO (AAC Acquisition Ltd.)
CO (Abbott Laboratories)

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ITEM 1. SECURITY AND SUBJECT COMPANY.

(a) The name of the subject company is International Murex Technologies Corporation, a company organized under the laws of British Columbia (the "Company"), which has its principal executive offices at 2255 B. Queen Street, East, Suite 828, Toronto, Ontario, Canada M4E 1G3. Capitalized terms used in this Schedule 14D-1 and not defined herein shall have the meanings set forth in the Offer to Purchase dated March 20, 1998 (the "Offer to Purchase") attached hereto as Exhibit (a)(1).

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

(c) The information set forth in "The Tender Offer - 6. Price Range of the Shares" of the Offer to Purchase is incorporated herein by reference.

ITEM 2. IDENTITY AND BACKGROUND.

(a)-(d) and (g) The information set forth in "Introduction" and "The Tender Offer - 8. Certain Information Concerning Purchaser and Parent" of the Offer to Purchase is incorporated herein by reference.

(e) and (f) During the last five years, neither Abbott Laboratories, an Illinois corporation ("Parent"), nor AAC Acquisition Ltd., a British Columbia company ("Purchaser") and an indirect wholly owned subsidiary of Parent, nor, to the best of their knowledge, any of the individuals listed in "The Tender Offer - 8. Certain Information Concerning Purchaser and Parent" or in Schedule I of the Offer to Purchase has (i) been convicted in a criminal proceeding or (ii) been a party to a civil proceeding of a judicial or administrative body of competent jurisdiction and, as a result of such proceeding, was or is subject to a judgment, decree or final order enjoining future violations of, or prohibiting activities subject to, federal or state securities laws or finding any violation of such laws.

ITEM 3. PAST CONTACTS, TRANSACTIONS OR NEGOTIATIONS WITH THE SUBJECT COMPANY.

(a)-(b) The information set forth in "The Tender Offer - 8. Certain Information Concerning Purchaser and Parent" and "The Tender Offer - 9. Background of the Offer" of the Offer to Purchase is incorporated herein by reference.

ITEM 4. SOURCE AND AMOUNT OF FUNDS OR OTHER CONSIDERATION.

(a) The information set forth in "The Tender Offer - 11. Source and Amount of Funds" of the Offer to Purchase is incorporated herein by reference.

(b)-(c) None.

ITEM 5. PURPOSE OF THE TENDER OFFER AND PLANS OR PROPOSALS OF THE BIDDER.

(a)-(g) The information set forth in "The Tender Offer - 10. Purpose of the Offer; the Acquisition Agreement" and "The Tender Offer - 12. Certain Effects of the Offer" of the Offer to Purchase is incorporated herein by reference.

ITEM 6. INTEREST IN SECURITIES OF THE SUBJECT COMPANY.

(a)-(b) None.

ITEM 7. CONTRACTS, ARRANGEMENTS, UNDERSTANDINGS OR RELATIONSHIPS WITH RESPECT TO THE SUBJECT COMPANY'S SECURITIES.

The information set forth in "The Tender Offer - 8. Certain Information Concerning Purchaser and Parent" and "The Tender Offer - 10. Purpose of the Offer; the Acquisition Agreement" of the Offer to Purchase is incorporated herein by reference.

ITEM 8. PERSONS RETAINED, EMPLOYED OR TO BE COMPENSATED.

The information set forth in "The Tender Offer - 16. Fees and Expenses" of the Offer to Purchase is incorporated herein by reference.

ITEM 9. FINANCIAL STATEMENTS OF CERTAIN BIDDERS.

The information set forth in "The Tender Offer - 8. Certain Information Concerning Purchaser and Parent" and "The Tender Offer - 12. Certain Effects of the Offer" of the Offer to Purchase is incorporated herein by reference.

This incorporation by reference herein of the above referenced financial information does not constitute an admission that such information is material to a decision by a shareholder of the Company whether to sell, tender or hold Shares being sought in this tender offer.

ITEM 10. ADDITIONAL INFORMATION.

(a) None.

(b)-(d) The information set forth in "The Tender Offer - 15. Certain Legal Matters; Regulatory Approvals" of the Offer to Purchase is incorporated herein by reference.

(e) None.

(f) Reference is hereby made to the Offer to Purchase and the related Letter of Transmittal, copies of which are attached hereto as Exhibits (a)(1) and (a)(2), respectively, and which are incorporated herein in their entirety by reference.

ITEM 11. MATERIAL TO BE FILED AS EXHIBITS.

(a)(1) Offer to Purchase dated March 20, 1998.

(a)(2) Form of Letter of Transmittal.

(a)(3) Form of Letter to Shareholders dated March 20, 1998.

(a)(4) Form of Letter to Brokers, Dealers, Commercial Banks, Trust Companies and other Nominees dated March 20, 1998.

(a)(5) Form of Notice of Guaranteed Delivery.

(a)(6) Guidelines for Certification of Taxpayer Identification Number on Substitute Form W-9.

(a)(7) Form of Summary Advertisement.

(a)(8) Form of Press Release.

(b) None.

(c)(1) Acquisition Agreement among International Murex Technologies Corporation, Abbott Laboratories and AAC Acquisition Ltd. dated as of March 13, 1998.

(c)(2) Confidentiality Agreement between International Murex Technologies Corporation and Abbott Laboratories dated as of February 22, 1998.

(c)(3) Shareholder Agreement between Parent and Edward J. DeBartolo, Jr.

(c)(4) Shareholder Agreement between Parent and Estate of Edward J. DeBartolo.

(c)(5) Shareholder Agreement between Parent and University of Notre Dame.

(c)(6) Shareholder Agreement between Parent and C. Robert Cusick.

(c)(7) Shareholder Agreement between Parent and F. Michael P. Warren.

(c)(8) Shareholder Letter from Citinvest Value Investment Portfolio (VIP) Selector.

(c)(9) Shareholder Letter from Oracle Partners, L.P.

(c)(10) Amendment to Rights Plan dated as of March 13, 1998.

(d) None.

(e)-(f) Not Applicable.

SIGNATURES

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.

Dated: March 20, 1998.

AAC Acquisition Ltd.

By: /s/ Thomas D. Brown

Name: Thomas D. Brown
Title: Vice President

ABBOTT LABORATORIES

By: /s/ Miles D. White

Name: Miles D. White
Title: Executive Vice President

EXHIBIT INDEX

OFFER TO PURCHASE FOR CASH
ALL OUTSTANDING COMMON SHARES
OF
INTERNATIONAL MUREX TECHNOLOGIES CORPORATION
AT
U.S.$13.00 NET PER SHARE
BY
AAC ACQUISITION LTD.
AN INDIRECT WHOLLY OWNED SUBSIDIARY OF
ABBOTT LABORATORIES

THE OFFER AND WITHDRAWAL RIGHTS WILL EXPIRE AT 12:00 MIDNIGHT, NEW YORK CITY TIME, ON THURSDAY, APRIL 16, 1998 UNLESS THE OFFER IS EXTENDED.

THE OFFER IS CONDITIONED UPON, AMONG OTHER THINGS, (1) THERE BEING VALIDLY TENDERED AND NOT PROPERLY WITHDRAWN PRIOR TO THE EXPIRATION OF THE OFFER A NUMBER OF COMMON SHARES (THE "SHARES") OF INTERNATIONAL MUREX TECHNOLOGIES CORPORATION (THE "COMPANY") WHICH CONSTITUTES AT LEAST 75% OF THE COMPANY'S OUTSTANDING VOTING POWER (ASSUMING THE EXERCISE OF ALL OUTSTANDING OPTIONS TO PURCHASE SHARES WHICH OPTIONS ARE NOT SUBJECT TO BINDING AGREEMENTS TO CANCEL) (THE "MINIMUM CONDITION") AND (2) THE EXPIRATION OR TERMINATION OF ANY APPLICABLE WAITING PERIOD UNDER THE HART-SCOTT-RODINO ANTITRUST IMPROVEMENTS ACT OF 1976, AS AMENDED (THE "HSR ACT"), THE CANADIAN COMPETITION ACT, THE INVESTMENT CANADA ACT, ANY APPLICABLE REQUIREMENTS OF ANY LAWS OR REGULATIONS RELATING TO THE REGULATION OF MONOPOLIES OR COMPETITION IN GERMANY OR ANY APPLICABLE REQUIREMENTS OF THE UNITED KINGDOM FAIR TRADING ACT. THE OFFER IS ALSO SUBJECT TO OTHER TERMS AND CONDITIONS CONTAINED IN THIS OFFER TO PURCHASE. SEE INTRODUCTION AND SECTIONS 1 AND 13 HEREOF.

THE OFFER IS BEING MADE IN CONNECTION WITH THE ACQUISITION AGREEMENT DATED AS OF MARCH 13, 1998 AMONG THE COMPANY, ABBOTT LABORATORIES ("PARENT") AND AAC ACQUISITION LTD. ("PURCHASER"), PURSUANT TO WHICH, FOLLOWING THE CONSUMMATION OF THE OFFER, THE ACQUISITION OF THE COMPANY BY PARENT AND PURCHASER WILL BE COMPLETED THROUGH EITHER A STATUTORY RIGHT OF ACQUISITION (THE "COMPULSORY ACQUISITION") OR AN AMALGAMATION OR OTHER BUSINESS COMBINATION (THE "AMALGAMATION"). THE COMPANY'S BOARD OF DIRECTORS UNANIMOUSLY HAS APPROVED THE OFFER AND RECOMMENDS THAT SHAREHOLDERS OF THE COMPANY ACCEPT THE OFFER AND TENDER THEIR SHARES. THE OFFER IS BEING EFFECTED TO FACILITATE EITHER THE COMPULSORY ACQUISITION OR THE AMALGAMATION. SEE "RECOMMENDATION OF THE COMPANY'S BOARD OF DIRECTORS."

IMPORTANT

Any shareholder desiring to tender all or any portion of such shareholder's Shares, should either (1) complete and sign the Letter of Transmittal (or a facsimile thereof) in accordance with the instructions in the Letter of Transmittal and deliver it and any other required documents to the Depositary and either deliver the certificate(s) representing such Shares to the Depositary along with the Letter of Transmittal or tender such Shares pursuant to the procedure for book-entry transfer set forth in Section 3 hereof or (2) request such shareholder's broker, dealer, commercial bank, trust company or other nominee to effect the transaction for such shareholder. Any shareholder whose Shares are registered in the name of a broker, dealer, commercial bank, trust company or other nominee must contact such broker, dealer, commercial bank, trust company or other nominee if such shareholder desires to tender such Shares.

A shareholder who desires to tender Shares and whose certificates representing such Shares are not immediately available, or who cannot comply with the procedure for book-entry transfer on a timely basis, may tender such Shares by following the procedures for guaranteed delivery set forth in Section 3.

Questions and requests for assistance or additional copies of this Offer to Purchase, the Letter of Transmittal and the Notice of Guaranteed Delivery may be directed in the United States to Goldman, Sachs & Co. and in Canada to Goldman Sachs Canada, or to the Information Agent, 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 and the Notice of Guaranteed Delivery may be obtained from the Information Agent or from brokers, dealers, commercial banks or trust companies.

This Offer is being made for the securities of a Canadian issuer the Shares of which are listed only on a public market in the United States. The enforcement by shareholders of civil liabilities under United States federal securities laws may be adversely affected by the fact that the Company is incorporated under the laws of British Columbia, and that some of its directors and officers are residents of Canada.

The Dealer Managers for the Offer are:

In the United States:	In Canada:
GOLDMAN, SACHS & CO.	GOLDMAN SACHS CANADA

The date of this Offer to Purchase is March 20, 1998.

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To the Shareholders of International Murex Technologies Corporation:

INTRODUCTION

AAC Acquisition Ltd., a British Columbia company ("Purchaser") and an indirect wholly owned subsidiary of Abbott Laboratories, an Illinois corporation ("Parent"), hereby offers to purchase all of the outstanding common shares, without par value (the "Shares"), of International Murex Technologies Corporation, a British Columbia company (the "Company"), at a purchase price of U.S.$13.00 per Share (the "Offer Price"), net to the seller in cash, in accordance with the terms and subject to the conditions set forth in this Offer to Purchase and in the related Letter of Transmittal (which, as amended from time to time, collectively constitute the "Offer").

The Offer is being made in connection with an Acquisition Agreement (the "Acquisition Agreement") dated as of March 13, 1998, among the Company, Purchaser and Parent. The Acquisition Agreement requires, on the terms and subject to the conditions set forth therein, Purchaser to offer to purchase all of the outstanding Shares of the Company pursuant to the Offer. If Purchaser purchases Shares pursuant to the Offer, it intends to exercise its statutory right, if available, to acquire all of the Shares not purchased pursuant to the Offer (the "Compulsory Acquisition"). To effect a Compulsory Acquisition, Purchaser must own 90% or more of the outstanding Shares. If a Compulsory Acquisition is not available, Purchaser intends, subject to certain conditions, to effect a transaction involving the amalgamation or other business combination of Purchaser and the Company (the "Amalgamation"). In the event Purchaser effects the Compulsory Acquisition, holders of Shares which were not purchased in the Offer will have rights to apply to court and, in the event Purchaser effects the Amalgamation, a holder of Shares who did not tender such Shares in the Offer will have rights of dissent, all in accordance with British Columbia law.

THE COMPANY'S BOARD OF DIRECTORS UNANIMOUSLY HAS DETERMINED THAT EACH OF (1) THE OFFER AND (2) EITHER THE COMPULSORY ACQUISITION OR THE AMALGAMATION (AS THE CASE MAY BE) IS FAIR TO AND IN THE BEST INTERESTS OF THE SHAREHOLDERS OF THE COMPANY AND UNANIMOUSLY HAS APPROVED THE OFFER AND EITHER THE COMPULSORY ACQUISITION OR THE AMALGAMATION AND RECOMMENDS THAT SHAREHOLDERS OF THE COMPANY ACCEPT THE OFFER AND TENDER THEIR SHARES. SEE "RECOMMENDATION OF THE COMPANY'S BOARD OF DIRECTORS."

Tendering shareholders will not be obligated to pay brokerage fees or commissions or, except as set forth in Instruction 6 of the Letter of Transmittal, transfer taxes on the transfer and sale of Shares pursuant to the Offer. Purchaser will pay all fees and expenses of Goldman, Sachs & Co., which are acting as Dealer Managers in the United States for the Offer, and Goldman Sachs Canada, which are acting as Dealer Managers in Canada for the Offer (collectively, in such capacity, the "Dealer Managers"), The Bank of New York (the "Depositary") and Georgeson & Company Inc. (the "Information Agent") incurred in connection with the Offer. See Section 16.

The purpose of the Offer is for Parent, through Purchaser, to acquire any and all outstanding Shares and to facilitate either the Compulsory Acquisition or the Amalgamation. As of March 13, 1998, each Share of the Company had a value of U.S.$10.6875, based on the closing market price of the Company's Shares on that date. The Offer provides an opportunity to existing shareholders of the Company to sell Shares at a premium over recent trading prices. See Section 6.

THE OFFER IS CONDITIONED, AMONG OTHER THINGS, UPON SATISFACTION, IN PURCHASER'S SOLE DISCRETION, OF THE FOLLOWING CONDITIONS: (1) THE CONDITION THAT THERE SHALL HAVE BEEN VALIDLY TENDERED AND NOT PROPERLY WITHDRAWN ON OR PRIOR TO THE EXPIRATION DATE OF THE OFFER A NUMBER OF SHARES WHICH CONSTITUTES AT LEAST 75% OF THE COMPANY'S OUTSTANDING VOTING POWER (ASSUMING THE EXERCISE OF ALL OUTSTANDING OPTIONS TO PURCHASE SHARES WHICH OPTIONS ARE NOT SUBJECT TO BINDING AGREEMENTS TO CANCEL) (THE "MINIMUM CONDITION"), AND (2) THE EXPIRATION OR TERMINATION OF ANY APPLICABLE WAITING PERIOD UNDER THE HART-SCOTT-RODINO ANTITRUST IMPROVEMENTS ACT OF 1976, AS AMENDED (THE "HSR ACT"), THE CANADIAN COMPETITION ACT, THE INVESTMENT CANADA ACT, ANY APPLICABLE REQUIREMENTS OF ANY LAWS OR REGULATIONS RELATING TO THE REGULATION OF MONOPOLIES OR COMPETITION IN GERMANY OR ANY

APPLICABLE REQUIREMENTS OF THE UNITED KINGDOM FAIR TRADING ACT. CERTAIN OTHER CONDITIONS TO THE OFFER ARE DESCRIBED IN SECTION 13.

As of March 12, 1998, there were outstanding 16,826,599 Shares. As of March 12, 1998, options covering a total of 1,655,000 Shares were outstanding. Purchaser estimates that up to approximately 13,875,000 Shares will need to be validly tendered (and not validly withdrawn) to satisfy the Minimum Condition.

THIS OFFER TO PURCHASE DOES NOT CONSTITUTE A SOLICITATION OF A PROXY, CONSENT OR AUTHORIZATION FOR OR WITH RESPECT TO AN ANNUAL MEETING OR ANY SPECIAL MEETING OF THE COMPANY'S SHAREHOLDERS OR ANY ACTION IN LIEU THEREOF. ANY SUCH SOLICITATION, IF REQUIRED, WILL BE MADE ONLY PURSUANT TO SEPARATE PROXY MATERIALS IN COMPLIANCE WITH THE REQUIREMENTS OF SECTION 14(A) OF THE SECURITIES EXCHANGE ACT OF 1934, AS AMENDED (THE "EXCHANGE ACT").

* * * * *

Subject to certain exceptions set forth below, Purchaser expressly reserves the right to waive any one or more of the conditions to the Offer. See Sections 1 and 13.

Shareholders are urged to read this Offer to Purchase and the related Letter of Transmittal carefully before deciding whether to tender their Shares.

RECOMMENDATION OF THE COMPANY'S BOARD OF DIRECTORS

The Company's Board of Directors unanimously has determined that each of (1) the Offer and (2) either the Compulsory Acquisition or the Amalgamation is fair to and in the best interests of the shareholders of the Company and unanimously has approved the Offer and either the Compulsory Acquisition or the Amalgamation and recommends that the shareholders of the Company accept the Offer and tender their Shares. The Offer is being effected to acquire any and all outstanding Shares and to facilitate either the Compulsory Acquisition or the Amalgamation. The Company's Board of Directors believes that a business combination of the Company and Parent is in the best long-term interests of the Company and its shareholders. The Offer allows shareholders to receive cash at a premium over recent trading prices for the Company's Shares. See Sections 6 and 9.

The Company's financial advisor, Donaldson, Lukfin & Jenrette Securities Corporation ("DLJ") has delivered to the Company's Board of Directors its written opinion dated March 15, 1998 to the effect that, as of the date of such opinion, the consideration to be received by the holders of Shares pursuant to the Offer and either the Compulsory Acquisition or the Amalgamation is fair to such holders from a financial point of view.

THE TENDER OFFER

1. TERMS OF THE OFFER; EXTENSION OF TENDER PERIOD; TERMINATION; AMENDMENT

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), Purchaser will accept for payment and pay for all Shares validly tendered and not properly withdrawn on or prior to the Expiration Date (as hereinafter defined) at a price of U.S.$13.00 per Share, net to the seller in cash. The term "Expiration Date" means 12:00 Midnight, New York City time, on Thursday, April 16, 1998, unless Purchaser shall have extended the period during which the Offer is open, in which event the term "Expiration Date" shall mean the latest time and date at which the Offer, as so extended by Purchaser, shall expire.

The Offer is conditioned upon, among other things, satisfaction of the Minimum Condition, the expiration or termination of any waiting period under the HSR Act, the Canadian Competition Act, the Investment Canada Act, any applicable requirements of any laws or regulations relating to the regulation of monopolies or competition in Germany or applicable requirements of the United Kingdom Fair Trading Act. The Offer is also subject to certain other conditions set forth in Section 13. Subject to certain exceptions set forth below, Purchaser expressly reserves the right, in its sole discretion, to waive, in whole or in part, any or all of the conditions of the Offer.

Purchaser expressly reserves the right, in its sole discretion, at any time or from time to time, to extend the period during which the Offer is open for any reason, including the non-satisfaction of any of the conditions specified in Section 13, by giving oral or written notice of such extension to the Depositary. During any such extension, all Shares previously tendered and not properly withdrawn will remain subject to the Offer, subject to the rights of a tendering shareholder to withdraw such shareholder's Shares. There can be no assurance that Purchaser will exercise its right to extend the Offer.

Purchaser also expressly reserves the right, subject to applicable laws (including applicable regulations of the Securities and Exchange Commission (the "Commission")), in its sole discretion, at any time or from time to time, to (i) delay acceptance for payment of or, regardless of whether such Shares were theretofore accepted for payment, payment for any Shares in order to comply, in whole or in part, with any applicable law, government regulation or any other condition contained in Sections 13 and 15, (ii) terminate the Offer (whether or not any Shares have theretofore been accepted for payment) if any of the conditions referred to in Section 13 have not been satisfied or upon the occurrence of any of the events specified in Section 13 and (iii) subject to certain exceptions set forth below, waive any condition or otherwise amend the Offer in any respect); in each case by giving oral or written notice of such delay, termination, waiver or amendment to the Depositary and by causing the Depositary to provide as soon as practicable thereafter a copy of such notice to all holders of Shares whose Shares have not been taken up prior to the extension. Purchaser acknowledges that (i) Rule 14e-1(c) under the Exchange Act requires Purchaser to pay the consideration offered or return the Shares tendered promptly after the termination or withdrawal of the Offer and (ii) Purchaser may not delay acceptance for payment of, or payment for (except as provided by clause (i) of the preceding sentence), any Shares upon the occurrence of any of the conditions specified in Section 13 without extending the period of time during which the Offer is open.

Purchaser may increase the Offer Price and may make any other changes in the terms and conditions of the Offer, provided that Purchaser may only waive the Minimum Condition as long as Purchaser purchases at least a majority of the Shares outstanding (assuming the exercise of all outstanding options to purchase Shares which options are not subject to binding agreements to cancel) and that, unless previously approved by the Company in writing, no change may be made that decreases the price per Share payable in the Offer, changes the form of consideration payable in the Offer, reduces the maximum number of Shares to be purchased in the Offer below a majority of the Shares outstanding (assuming the exercise of all outstanding options to purchase Shares which options are not subject to binding agreements to cancel), imposes conditions to the Offer in addition to the conditions set forth in Section 13 or otherwise amends the terms of the Offer in any way that would be materially adverse to holders of Shares.

Any such extension, delay, termination, waiver or amendment will be followed as promptly as practicable by public announcement thereof, and 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. Without limiting the manner in which Purchaser may choose to make any public announcement, except as provided by applicable law (including Rules 14d-4(c) and 14d-6(d) under the Exchange Act, which require that material changes be promptly disseminated to holders of Shares), Purchaser shall have no obligation to publish, advertise or otherwise communicate

any such announcement other than by issuing a release to the Dow Jones News Service or as otherwise may be required by law.

If Purchaser makes a material change in the terms of the Offer or if Purchaser waives a material condition of the Offer, Purchaser will extend the Offer to the extent required by Rules 14d-4(c) and 14d-6(d) under the Exchange Act and as required under Canadian securities laws. Under Canadian laws, except for a variation in the terms of the Offer consisting solely of the waiver of a condition, if the terms of the Offer are varied, the Offer shall not expire before ten days after the notice of variation has been given to shareholders. Under U.S. laws, the minimum period during which an offer must remain open following material changes in the terms of the Offer, other than a change in price or a change in the percentages of securities sought, will depend on the facts and circumstances, including the materiality, of the changes. With respect to a change in price or, subject to certain limitations, a change in the percentage of securities sought, a minimum ten business day period from the day of such change is generally required to allow for adequate dissemination to shareholders. Accordingly, if prior to the Expiration Date, Purchaser decreases the number of Shares being sought, increases or decreases the consideration offered pursuant to the Offer and if the Offer is scheduled to expire at any time earlier than the period ending on the tenth business day from the date of that notice of such increase or decrease is first published, sent or given to shareholders, the Offer will be extended at least until the expiration of such ten business day period. Any extension of the Offer will not constitute a waiver by Purchaser of any of the conditions set forth in Section 13.

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), Purchaser will accept for payment and will pay for all Shares validly tendered and not properly withdrawn on or prior to the Expiration Date as soon as practicable after the later to occur of: (i) the Expiration Date and (ii) the date of satisfaction or waiver of the conditions set forth in Section 13. In addition, Purchaser reserves the right, in its sole discretion and subject to applicable law, to delay acceptance for payment of or payment for Shares in order to comply, in whole or in part, with any applicable law, government regulation or any other condition contained herein. See Section 13.

For purposes of the Offer, Purchaser shall be deemed to have accepted for payment and thereby purchased tendered Shares of the Company if, as and when Purchaser gives oral or written notice to the Depositary of its acceptance of such Shares for payment pursuant to the Offer. Payment for Shares of the Company accepted for payment pursuant to the Offer will be made by deposit by Purchaser of the purchase price to be paid by it with the Depositary, which Depositary will act as agent for the tendering shareholders for the purpose of receiving payments from Purchaser and transmitting such payments to tendering shareholders. Under no circumstances will interest be paid by Purchaser on the consideration paid for the Shares of the Company pursuant to the Offer, regardless of any delay in making such payment. Purchaser will pay all stock transfer taxes, if any, payable on the transfer of Shares of the Company purchased by it pursuant to the Offer, except as set forth in Instruction 6 of the Letter of Transmittal.

In all cases, payment for Shares tendered and accepted for payment pursuant to the Offer will be made only after timely receipt by the Depositary of a certificate(s) for such Shares or a timely confirmation of a book-entry transfer of such Shares into the Depositary's account at a Book-Entry Transfer Facility (as defined in Section 3), a Letter of Transmittal (or a facsimile thereof), properly completed and duly executed, with any required signature guarantees or Agent's Message (as defined in Section 3) and any other documents required by the Letter of Transmittal. For a description of the procedure for tendering Shares of the Company pursuant to the Offer, see Section 3.

If any tendered Shares are not accepted for payment for any reason or if certificate(s) are submitted for more Shares than are tendered, certificates evidencing unpurchased or untendered Shares will be returned without expense to the tendering shareholder (or, in the case of Shares tendered by book-entry transfer into the Depositary's account at a Book-Entry Transfer Facility pursuant to the procedures set forth in Section 3, such Shares will be credited to an account maintained at such Book-Entry Transfer Facility) as promptly as practicable following the expiration, termination or withdrawal of the Offer.

If Purchaser increases the consideration offered to shareholders pursuant to the Offer, such increased consideration will be paid to all shareholders whose Shares are purchased pursuant to the Offer, whether or not such Shares were tendered or accepted for payment prior to such increase in consideration.

Purchaser reserves the right to assign, in whole or from time to time in part, to Parent or a direct or indirect subsidiary of Parent, the right to purchase all or any portion of the Shares tendered pursuant to the Offer, but any such assignment will not relieve Purchaser of its obligations under the Offer nor will any such assignment prejudice in any way the rights of tendering shareholders to receive payment for Shares validly tendered and accepted for payment pursuant to the Offer.

During the pendency of the Offer, Purchaser will not purchase any Shares, whether in the open market or otherwise, except pursuant to the Offer.

3. PROCEDURE FOR TENDERING SHARES

VALID TENDER OF SHARES. Except as set forth below, in order for Shares to be validly tendered pursuant to the Offer, the Letter of Transmittal (or a facsimile thereof), properly completed and duly executed, together with any required signature guarantees, or an Agent's Message (as defined below) in connection with a book-entry delivery of Shares as described below, 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 Purchaser. In addition, either (i) certificates evidencing tendered Shares must be received by the Depositary at any such address or such Shares must be tendered pursuant to the procedure for book-entry transfer (and a confirmation of receipt of such delivery must be received by the Depositary), in each case, on or prior to the Expiration Date or (ii) the guaranteed delivery procedures set forth below must be complied with. The term "Agent's Message" means a message transmitted by The Depositary Trust Company or Philadelphia Depositary Trust Company (each, a "Book-Entry Transfer Facility") to and received by the Depositary and forming a part of a Book-Entry Confirmation, which states that such Book-Entry Transfer Facility has received an express acknowledgment from the participant in such Book-Entry Transfer Facility tendering the Shares which 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 Purchaser may enforce such agreement against such participant.

BOOK-ENTRY TRANSFER. The Depositary will establish an account with respect to the Shares at the Book-Entry Transfer Facilities for purposes of the Offer within two business days after the date of this Offer to Purchase. Any financial institution that is a participant in the system of any Book-Entry Transfer Facility may make book-entry delivery of Shares by causing a Book-Entry Transfer Facility to transfer such Shares into the Depository's account in accordance with that Book-Entry Transfer Facility's procedures for such transfer. Although delivery of Shares may be effected through book-entry transfer at a Book-Entry Transfer Facility, the Letter of Transmittal (or a facsimile thereof), properly completed and duly executed, together with any required signature guarantees, or an Agent's Message in connection with a book-entry transfer, 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 on or prior to the Expiration Date, or the guaranteed delivery procedures described below must be complied with.

DELIVERY OF DOCUMENTS TO A BOOK-ENTRY TRANSFER FACILITY IN ACCORDANCE WITH SUCH BOOK-ENTRY TRANSFER FACILITY'S PROCEDURES DOES NOT CONSTITUTE DELIVERY TO THE DEPOSITARY.

SIGNATURE GUARANTEES. Except as otherwise provided below, signatures on Letters of Transmittal must be guaranteed by a member firm of a registered national securities exchange, a member of the National Association of Securities Dealers, Inc. (the "NASD"), or a commercial bank or trust company having an office or correspondent in the United States, a Canadian chartered bank, a trust company in Canada, a commercial bank or trust company having an office, branch or agency in the United States or a member firm of the Toronto, Montreal or Vancouver Stock Exchanges (each of the foregoing constituting an "Eligible Institution"). Signatures on Letters of Transmittal need not be guaranteed if (i) the Letter of Transmittal is signed by the registered holder of Shares tendered and such holder has not completed either the box entitled "Special Delivery Instructions" or the box entitled "Special Payment Instructions" on the Letter of Transmittal, or (ii) such Shares are tendered for the account of an Eligible Institution. See Instructions 1 and 5 of the Letter of Transmittal.

If the certificates representing Shares are registered in the name of a person other than the signer of the Letter of Transmittal, or if payment is to be made or certificates for Shares not accepted for payment or not tendered are to be returned to a person other than the registered holder, then the tendered certificates 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 certificates, with the signatures on the certificates or stock powers guaranteed as described above. See Instructions 1 and 5 of the Letter of Transmittal.

GUARANTEED DELIVERY. If a shareholder desires to tender Shares pursuant to the Offer and such shareholder's certificates are not immediately available, or such shareholder cannot deliver the certificates and all other required documents to reach the Depositary on or prior to the Expiration Date, or such shareholder cannot complete the procedure for book-entry transfer on a timely basis, such Shares may nevertheless be tendered if the following guaranteed delivery procedures 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 provided by Purchaser, is received by the Depositary as provided below on or prior to the Expiration Date; and

(iii) the certificates (or a book-entry transfer confirmation) representing all tendered Shares, in proper form for transfer, in each case together with the Letter of Transmittal (or a 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 Nasdaq National Market System ("Nasdaq NMS") 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 telegram, telex, facsimile transmission or mail to the Depositary and must include a guarantee by an Eligible Institution in the form set forth in such Notice of Guaranteed Delivery.

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

BACKUP FEDERAL INCOME TAX WITHHOLDING. To prevent backup federal income tax withholding on payments made to shareholders with respect to the purchase price of Shares purchased pursuant to the Offer, each such shareholder must provide the Depositary with such shareholder's correct taxpayer identification number ("TIN") and certify that such shareholder is not subject to backup United States federal income tax withholding by completing the substitute Form W-9 included in the Letter of Transmittal. See Instruction 8 of the Letter of Transmittal.

APPOINTMENT AS PROXY. By executing a Letter of Transmittal, a tendering shareholder irrevocably appoints designees of Purchaser as such shareholder's proxies in the manner set forth in the Letter of Transmittal to the full extent of such shareholder's rights with respect to the Shares tendered by such shareholder and accepted for payment by Purchaser (and with respect to any and all other Shares or other securities issued or issuable in respect of such Shares on or after the date of this Offer to Purchase). All such proxies shall be irrevocable and coupled with an interest in the tendered Shares. Such appointment will be effective when, and only to the extent that, Purchaser accepts such Shares for payment. Upon such acceptance for payment, all prior proxies and consents granted by such shareholder with respect to such Shares and other securities will be revoked without further action, and no subsequent proxies may be given nor subsequent written consents executed (and, if given or executed, such proxies or consents will not be deemed effective). The designees of Purchaser will be empowered to exercise all voting and other rights of such shareholder as they, in their sole discretion, may deem proper at any annual, special or adjourned meeting of the Company's shareholders, by written consent or otherwise. Purchaser reserves the right to require that, in order for Shares to be deemed validly tendered, immediately upon Purchaser's payment for such Shares, Purchaser must be able to exercise full voting rights with respect to such Shares, including voting at any meeting of shareholders scheduled or acting by written consent without a meeting.

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 Purchaser in its sole discretion, which determination shall be final and binding. Purchaser reserves the absolute right to reject any and all tenders of Shares determined by it not to be in proper form or the acceptance for payment of which may, in the opinion of Purchaser's counsel, be unlawful. Purchaser reserves the absolute right to waive any defect or irregularity in any tender of Shares of any particular shareholder. 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. None of Purchaser, Parent, any of their affiliates or assigns, the Dealer Managers, 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.

4. WITHDRAWAL RIGHTS; STATUTORY RIGHTS

Tenders of Shares pursuant to the Offer may be withdrawn at any time on or prior to the Expiration Date (or such later date as may apply in case the Offer is extended). Thereafter, such tenders are irrevocable, except that they may be withdrawn after May 4, 1998 unless theretofore accepted for payment as provided in this Offer to Purchase. If Purchaser extends the Offer, is delayed in accepting for payment or paying for Shares or is unable to accept for payment or pay for Shares pursuant to the Offer for any reason, then, without prejudice to Purchaser's rights under the Offer, the Depositary may, on behalf of Purchaser, retain all Shares tendered, and such Shares may not be withdrawn except to the extent that tendering shareholders are entitled to withdrawal rights as set forth in this Section 4.

For a withdrawal to be effective, a written, telegraphic, telex 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 this Offer to Purchase. Any 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, if different from that of the person who tendered such Shares. If certificates evidencing Shares to be withdrawn have been delivered or otherwise identified to the Depositary, then prior to the physical release of such certificates, the serial numbers shown on such certificates must be submitted to the Depositary, and the signatures 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 set forth in Section 3, the notice of withdrawal

must specify the name and number of the account at the Book-Entry Transfer Facility to be credited with the withdrawn Shares.

Withdrawals may not be rescinded, and Shares withdrawn will thereafter be deemed not validly tendered for purposes of the Offer. However, withdrawn Shares of the Company may be retendered at any time prior to the Expiration Date by again following one of the procedures described in Section 3.

All questions as to the form and validity (including time of receipt) of any notice of withdrawal will be determined by Purchaser, in its sole discretion, whose determination shall be final and binding. None of Purchaser, Parent, any of their affiliates or assigns, the Dealer Managers, 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 such notification.

Securities legislation in certain of the provinces and territories of Canada provides holders of Shares with, in addition to any other rights they may have at law, rights of rescission or to damages, or both, if there is a misrepresentation in a circular or a notice that is required to be delivered to the holders of Shares. However, such rights must be exercised within prescribed time limits. Holders of Shares should refer to the applicable provisions of the securities legislation of their province or territory for particulars of those rights or consult with legal counsel.

5. CERTAIN TAX CONSEQUENCES

CERTAIN UNITED STATES FEDERAL INCOME TAX CONSIDERATIONS. The following is a summary of certain United States federal income tax considerations of the Offer and either the Compulsory Acquisition or the Amalgamation to holders whose Shares are purchased pursuant to the Offer or either the Compulsory Acquisition or the Amalgamation (including any cash amounts received by dissenting shareholders pursuant to the exercise of appraisal rights). The discussion is for general information only and does not purport to consider all aspects of United States federal income taxation that may be relevant to holders of Shares. The discussion is based on current provisions of the Internal Revenue Code of 1986, as amended (the "Code"), existing, proposed and temporary regulations promulgated thereunder and administrative and judicial interpretations thereof, all of which are subject to change. The discussion applies only to holders of Shares in whose hands Shares are capital assets within the meaning of Section 1221 of the Code, and may not apply to Shares received pursuant to the exercise of employee stock options or otherwise as compensation, or to certain types of holders of Shares (such as insurance companies, tax-exempt organizations and broker-dealers) who may be subject to special rules under the United States federal income tax laws. This discussion does not discuss the United States federal income tax consequences to a holder of Shares who, for United States federal income tax purposes, is a non-resident 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. See "Certain Canadian Federal Income Tax Considerations" below.

BECAUSE INDIVIDUAL CIRCUMSTANCES MAY DIFFER, EACH HOLDER OF SHARES SHOULD CONSULT SUCH HOLDER'S OWN TAX ADVISOR TO DETERMINE THE APPLICABILITY OF THE RULES DISCUSSED BELOW TO SUCH HOLDER AND THE PARTICULAR TAX EFFECTS TO SUCH HOLDER OF THE OFFER AND EITHER THE COMPULSORY ACQUISITION OR THE AMALGAMATION, INCLUDING THE APPLICATION AND EFFECT OF STATE, LOCAL AND OTHER INCOME TAX LAWS.

The receipt of cash for Shares pursuant to the Offer or either the Compulsory Acquisition or the Amalgamation (including any cash amounts received by dissenting shareholders pursuant to the exercise of appraisal rights) will be a taxable transaction for United States federal income tax purposes. In general, for United States federal income tax purposes, a tendering shareholder will recognize gain or loss equal to the difference between (i) the holder's adjusted tax basis in the Shares tendered pursuant to the Offer or either the Compulsory Acquisition or the Amalgamation and (ii) the amount of cash received therefor. Gain or loss must be determined separately for each block of Shares (i.e., Shares acquired at the same cost in a single transaction) sold pursuant to the Offer or either the Compulsory

Acquisition or the Amalgamation. Assuming that Shares are held as a capital asset, such gain or loss will be a capital gain or loss. Any such capital gain will be a long-term capital gain taxable to a non-corporate holder at a maximum rate of 20% if the holder's Shares have been held for more than 18 months on the date of sale (in the case of the Offer) or the Effective Time of either the Compulsory Acquisition or the Amalgamation (in the case of either the Compulsory Acquisition or the Amalgamation); a long-term capital gain taxable to a non-corporate holder at a maximum rate of 28% if the Shares have been held for more than one year but not more than 18 months on the date of the sale (or the Effective Time of either the Compulsory Acquisition or the Amalgamation) and a short-term capital gain taxable to a non-corporate holder at a maximum rate of up to 39.6% if the Shares have been held for one year or less on the date of sale (or the Effective Time of either the Compulsory Acquisition or the Amalgamation).

Payments in connection with the Offer or either the Compulsory Acquisition or the Amalgamation may be subject to "backup withholding" at a rate of 31%, unless a holder of Shares (i) is a corporation or comes within certain exempt categories and, when required, demonstrates this fact or (ii) provides a correct TIN to the payor, certifies as to no loss of exemption from backup withholding and otherwise complies with applicable requirements of the backup withholding rules. A holder who does not provide a correct TIN may be subject to penalties imposed by the Internal Revenue Service. Any amount paid as backup withholding does not constitute an additional tax and will be creditable against the holder's Untied States federal income tax liability. Each holder of Shares should consult with his or her qualification for exemption from backup withholding and the procedure for obtaining such exemption. Holders tendering their Shares in the Offer may prevent backup withholding by completing the Substitute Form W-9 included in the Letter of Transmittal. See Section 3.

CERTAIN CANADIAN FEDERAL INCOME TAX CONSIDERATIONS. The following is a summary of the principal income tax considerations under the INCOME TAX ACT (Canada) (the "Tax Act") generally applicable to a shareholder who sells Shares pursuant to the Offer or otherwise disposes of Shares pursuant to the Compulsory Acquisition or the Amalgamation. This summary is based on the current provisions of the Tax Act, the regulations thereunder, and counsel's understanding of the current administrative practices of Revenue Canada. The summary takes into account all specific proposals to amend the Tax Act and the regulations publicly announced by the Minister of Finance (Canada) prior to the date hereof, although there is no certainty that such proposals will be enacted in the form proposed, if at all. The summary does not otherwise take into account or anticipate any changes in law, whether by judicial, governmental or legislative decision or action or changes in administrative practices of Revenue Canada, nor does it take into account provincial, territorial or foreign income tax considerations. The provisions of provincial income tax legislation vary between provinces in Canada and in some cases differ from Canadian federal income tax legislation.

THIS SUMMARY IS OF A GENERAL NATURE ONLY AND IS NOT INTENDED TO BE, NOR SHOULD IT BE CONSTRUED TO BE, LEGAL OR TAX ADVICE OR REPRESENTATIONS TO ANY PARTICULAR HOLDER OF SHARES FOR WHICH THE OFFER IS MADE. ACCORDINGLY, SHAREHOLDERS SHOULD CONSULT THEIR OWN TAX ADVISERS WITH RESPECT TO THEIR PARTICULAR CIRCUMSTANCES, INCLUDING THE APPLICATION AND EFFECT OF THE INCOME AND OTHER TAX LAWS OF ANY COUNTRY, PROVINCE, STATE OR LOCAL TAX AUTHORITY.

RESIDENTS OF CANADA

The following summary is generally applicable to a shareholder who, for purposes of the Tax Act, is, or is deemed to be, resident in Canada, deals at arm's length with the Company and Purchaser, is not affiliated with the Company or Purchaser, is not a financial institution (to which the mark-to-market rules may be applicable) and who holds Shares as capital property. Shares will generally be considered to be capital property to a shareholder unless the shareholder holds such Shares in the course of carrying on a business, or the shareholder has acquired them in a transaction or transactions considered to be an adventure or concern in the nature of trade. Certain shareholders whose Shares might not otherwise qualify as capital property may, in certain circumstances, treat Shares as capital property by making the election permitted by subsection 39(4) of the Tax Act.

INTERNATIONAL MUREX TECHNOLOGIES CORPORATION
SELECTED CONSOLIDATED FINANCIAL DATA

	YEAR ENDED DECEMBER 31,		
	1997	1996	1995
	(IN THOUSANDS OF U.S. DOLLARS EXCEPT PER SHARE AMOUNTS)		
STATEMENTS OF OPERATIONS DATA			
Product sales	$ 98,553	$ 99,881	$ 92,394
License fees	7,579	970	--
Total revenues	106,132	100,851	92,394
Costs and expenses:			
Cost of products sold	39,250	34,887	30,181
Research & development	7,487	6,369	7,426
General & administrative	21,630	25,803	24,818
Sales & marketing	28,883	29,523	26,898
Royalty expense	5,625	(2,799)	8,365
Restructuring costs	--	2,100	--
All other expenses	104	1,542	(1,016)
Total costs & expenses	102,979	97,425	96,272
Operating income (loss)	3,153	3,426	(3,878)
Interest income	290	663	1,221
Interest expense	(1,422)	(1,306)	(167)
All other income (expense), net	4,438	82	(3,304)
Net income (loss) before tax	$ 6,459	$ 2,865	$ (6,128)
Income tax expense (benefit)	(2,605)	1,016	482
Net income (loss)	9,064	1,849	(6,610)
Net income (loss) per common share			
Basic	$ 0.55	$ 0.11	$ (0.40)
Diluted	$ 0.52	$ 0.11	$ (0.40)
Weighted average shares outstanding			
Basic	16,484	16,215	16,381
Diluted	17,444	16,507	16,381
Cash dividends	0	0	0

	AT DECEMBER 31,		
	1997	1996	1995
	(IN THOUSANDS OF U.S. DOLLARS)		
CONSOLIDATED BALANCE SHEET DATA			
Total assets	$ 95,243	$ 95,113	$ 85,748
Long term debt	14,331	9,638	0

AVAILABLE INFORMATION. The Company is registered under the Exchange Act, and, accordingly, is subject to the informational filing requirements of the Exchange Act. In accordance therewith the Company files periodic reports, proxy statements and other information with the Commission under the Exchange Act relating to its business, financial condition and other matters. The Company is required to disclose in such proxy statements certain information, as of particular dates, concerning the Company's directors and officers, their remuneration, stock options granted to them, the principal holders of the Company's securities and any material interest of such persons in transactions with the Company. Such reports, proxy statements and other information may be inspected at the Commission's office at 450 Fifth Street, N.W., Washington, D.C. 20549, and also should be available for inspection and copying at

the regional offices of the Commission located at 500 West Madison Street, Suite 1400, Chicago, Illinois 60661-2511; and 7 World Trade Center, 13th Floor, New York, New York 10048. Copies may be obtained by mail from the Public Reference Section of the Commission, 450 Fifth Street, N.W., Washington, D.C. 20549, at prescribed rates. The Commission also maintains a World Wide Website on the Internet at http://www.sec.gov which site contains registration statements, reports, proxy and information statements and other information regarding registrants that file electronically with the Commission, including the Company. In addition, such material should be available for inspection at the NASD, 1735 K Street, N.W., Washington, D.C. 20006.

8. CERTAIN INFORMATION CONCERNING PURCHASER AND PARENT

GENERAL. Purchaser, a British Columbia company and an indirect wholly owned subsidiary of Parent, recently was organized for the purpose of effecting the Offer and either the Compulsory Acquisition or the Amalgamation, and has not carried on any activities except in connection with the Offer and either the Compulsory Acquisition or the Amalgamation. The principal executive offices of Purchaser are located at 100 Abbott Park Road, Abbott Park, Illinois 60064. All the outstanding capital stock of Purchaser is owned by Parent.

Parent is an Illinois corporation with its principal offices located at 100 Abbott Park Road, Abbott Park, Illinois 60064. Parent's principal business is the discovery, development, manufacture and sale of a broad and diversified line of health care products and services. Parent is a public company whose stock is traded on the New York Stock Exchange, Inc. ("NYSE").

Except as described in this Offer to Purchase, during the last five years, none of Purchaser, Parent or, to the best knowledge of Purchaser or Parent, any of the persons listed in Schedule I (i) has been convicted in a criminal proceeding (excluding traffic violations and similar misdemeanors) or (ii) was a party to a civil proceeding of a judicial or administrative body of competent jurisdiction and as a result of such proceeding was or is subject to a judgment, decree or final order enjoining future violations of, or prohibiting activities subject to, federal or state securities laws or finding any violation of such laws. The name, business address, present principal occupation or employment, five-year employment history and citizenship of each director and executive officer of Purchaser and Parent are set forth in Schedule I.

FINANCIAL INFORMATION. Set forth below is certain selected consolidated financial information with respect to Parent and its subsidiaries as of its fiscal years ended December 31, 1997, 1996 and 1995. More comprehensive financial information is included in reports and in documents filed by Parent with the Commission, and the following summary is qualified in its entirety by reference to such reports and other documents and all of the financial information (including any related notes) contained therein. Such reports and other documents should be available for inspection and copies thereof should be obtainable in the manner set forth below under "Available Information."

ABBOTT LABORATORIES AND SUBSIDIARIES
SELECTED CONSOLIDATED FINANCIAL INFORMATION

	FISCAL YEARS ENDED DECEMBER 31,		
	1997	1996	1995
	(IN MILLIONS OF U.S. DOLLARS EXCEPT PER SHARE AMOUNTS)		
STATEMENT OF EARNINGS DATA:			
Net Sales	$ 11,883.5	$ 11,013.5	$ 10,012.2
Net Earnings	2,094.5	1,882.0	1,688.7
PER SHARE DATA:			
Basic Earnings Per Common Share	$ 2.72	$ 2.41	$ 2.12
Diluted Earnings Per Common Share	2.68	2.38	2.10
BALANCE SHEET DATA:			
Working Capital	$ 3.7	$ 137.2	$ 436.4
Total Assets	12,061.1	11,125.6	9,412.6
Shareholders' Equity	4,998.7	4,820.2	4,396.8
Number of Common Shares Outstanding (in thousands)	764,094	774,449	787,307

AVAILABLE INFORMATION. Parent is registered under the Exchange Act, and, accordingly, is subject to the informational filing requirements of the Exchange Act. In accordance therewith, Parent files periodic reports, proxy statements and other information with the Commission under the Exchange Act relating to its business, financial condition and other matters. Parent is required to disclose in such proxy statements certain information, as of particular dates, concerning Parent's directors and officers, their remuneration, stock options granted to them, the principal holders of Parent's securities and any material interest of such persons in transactions with Parent. Such reports, proxy statements and other information may be inspected at the Commission's office at 450 Fifth Street, N.W., Washington, D.C. 20549, and also should be available for inspection and copying at the regional offices of the Commission located at 500 West Madison Street, Suite 1400, Chicago, Illinois 60661-2511; and 7 World Trade Center, 13th Floor, New York, New York 10048. Copies may be obtained by mail from the Public Reference Section of the Commission, 450 Fifth Street, N.W., Washington, D.C. 20549, at prescribed rates. The Commission also maintains a World Wide Website on the Internet at http://www.sec.gov which site contains registration statements, reports, proxy and information statements and other information regarding registrants that file electronically with the Commission, including the Parent. In addition, such material should be available for inspection at the NYSE, 20 Broad Street, New York, New York 10005.

Except as described in this Offer to Purchase, (i) none of Purchaser or Parent or, to the best knowledge of Purchaser or Parent, any of the persons listed in Schedule I or any associate or majority owned subsidiary of any such persons, beneficially owns or has a right to acquire any equity security of the Company and (ii) none of Purchaser or Parent or, to the best knowledge of Purchaser or Parent, any of the other persons referred to above, or any of the respective directors, executive officers or subsidiaries of any of the foregoing, has effected any transaction in any equity security of the Company during either the past 60 days or the past six months.

Except as described in this Offer to Purchase, (i) none of Purchaser, Parent or, to the best knowledge of Purchaser or Parent, any of the persons listed in Schedule I has any contract, arrangement, understanding or relationship (whether or not legally enforceable) 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 of the voting of any such securities, joint ventures, loan or option arrangements, puts or calls, guarantees of loans, guarantees against loss, or the giving or withholding of proxies; (ii) there have been no contacts, negotiations or transactions between Purchaser, Parent or any

of their respective subsidiaries or, to the best knowledge of Purchaser or Parent, any of the persons listed on Schedule I on the one hand, and the Company or any of its directors, officers or affiliates, on the other hand, concerning a merger, consolidation or acquisition, tender offer or other acquisition of securities, election of directors, a sale or other transfer of a material amount of assets or concerning any other transactions with the Company that are required to be disclosed pursuant to the rules and regulations of the Commission.

9. BACKGROUND OF THE OFFER

For the past several years, the Company has continuously reviewed possible acquisitions of companies and/or product lines, strategic alliances through joint ventures or investment, and license arrangements. In September 1995, the Company retained TM Capital Corp. ("TM Capital") to assist in seeking such business prospects and in obtaining long-term debt. One of the companies contacted about these activities made a proposal to acquire the Company. However, that proposal was deemed inadequate by the Company. As a result of on-going consolidation and increasing competition for suitable acquisition candidates and reasonably valued opportunities in the diagnostic industry, in the fall of 1997, the Company chose to broaden its options to include the partial sale or complete sale of the Company.

On November 17, 1997, the Company retained DLJ and subsequently terminated the services of TM Capital.

During November 1997, DLJ prepared a Confidential Information Memorandum describing the Company. In December 1997, DLJ began contacting companies based upon a list compiled by DLJ and the Company of companies which might be potentially interested in pursuing a strategic transaction with the Company. In addition, the Company and DLJ received unsolicited inquiries with respect to a transaction. Of the companies contacted or those which initiated contact, 26 companies executed confidentiality agreements and were provided with the Confidential Information Memorandum. Parent participated in this process and entered into a Confidentiality Agreement with the Company on February 22, 1998.

After having reviewed such information, seven parties, including Parent, indicated that they had a preliminary interest with respect to an acquisition transaction and desired to conduct a business, financial and legal review of the Company. The Company and DLJ subsequently reviewed and discussed these indications of preliminary interest. In late January 1998, the Company established a data room where such parties could perform their due diligence. A number of companies, including Parent, visited the data room.

On February 23 and 24, 1998, after visiting the data room, representatives of Parent met with the Company's senior management in London, reviewed and requested additional documents and visited the Company's facility in Dartford, England, and also toured the Company's manufacturing facilities in Norcross, Georgia and South Africa on February 24 and 27, 1998, respectively.

At the direction of the Company, DLJ issued guidelines for submitting proposals. Such proposals were required to be submitted by March 3, 1998, with some extensions granted. The Company subsequently received four proposals, containing various differing terms and conditions.

On March 3, 1998, Parent wrote to the Company proposing a transaction offering $11.00 per Share for all outstanding Shares on a cash basis, and requested a reply by March 4, 1998.

On March 6, 1998, Mr. Cusick called an officer at Parent stating the amount offered was inadequate, and rejected the proposal.

On March 9, 1998, an officer of Parent called Mr. Cusick and requested a meeting to discuss a new proposal.

On the evening of March 9, 1998, representatives of the Company and Parent met to negotiate Parent's new proposal. After discussions, Parent proposed a cash tender offer at $13.00 per Share for 100% of the Company's outstanding Shares, contingent upon negotiation of satisfactory terms of an acquisition agreement including negotiation of an agreement on major issues such as the transaction fees and the negotiation and receipt of shareholder agreements. Such amount was superior to the consideration offered in the other proposals received by the Company.

On March 11, 1998, counsel to Parent provided the Company with an initial draft of the Acquisition Agreement and the form of shareholder agreement. Between March 11 and March 16, 1998, extensive negotiations were conducted as to the details of the transaction and the draft agreements.

Based upon Parent's insistence that principal shareholders enter into shareholders agreements, on March 12 and 13, 1998, the Company contacted certain principal shareholders. The Company then reached agreement with five principal shareholders who agreed to deliver shareholder agreements if the Company reached agreement with Parent.

On March 13, 1998, the Board of Directors of Parent and Purchaser both held telephonic meetings at which time both such Boards of Directors unanimously approved the Acquisition Agreement and the transactions contemplated thereby.

On March 14, 1998, the Company and Parent reached an agreement on the transaction fees, subject to agreement on the remaining open issues.

The Company's Board of Directors held telephonic meetings on March 13 and March 14 to discuss the progress of the negotiations, the terms and structure of the proposed transaction and the open issues. During the evening of March 15, the Company's Board of Directors again met telephonically, at which time management and counsel described the final draft agreements and the resolution of the open issues. Representatives of DLJ explained the factors it had considered in rendering a fairness opinion and then read the fairness opinion. The Board of Directors then unanimously approved the Acquisition Agreement and the transactions contemplated thereby.

Early the next morning, Parent, Purchaser and the Company entered into the Acquisition Agreement, and Parent and the shareholders entered into shareholder agreements. The parties announced the transaction later that morning pursuant to a press release.

10. PURPOSE OF THE OFFER; THE ACQUISITION AGREEMENT

PURPOSE OF THE OFFER

The purpose of the Offer is to enable Purchaser to acquire any and all outstanding Shares. If Purchaser purchases Shares pursuant to the Offer, Purchaser intends to exercise its statutory right, if and to the extent available, to acquire all of the Shares not purchased in the Offer by way of an amalgamation, statutory arrangement or other transaction.

Section 255 of the BCCA permits an offeror to acquire shares not tendered to an offer for all of the shares of a particular class of shares of a corporation if, within four months after the date of the offer, the offer is accepted by the holders of not less than 90% of the shares to which the offer relates, other than shares held at the date of the offer by or on behalf of the offeror or its affiliates or associates (as such terms are defined in the BCCA).

If, pursuant to the Offer, Purchaser acquires less than such number of Shares or elects not to pursue a Compulsory Acquisition of Shares under the BCCA or such provisions are not otherwise available, Purchaser is required under the Amalgamation Agreement to attempt to effect the Amalgamation. The Amalgamation will constitute a related party transaction and may constitute a going private transaction under applicable Canadian law.

THE ACQUISITION AGREEMENT

The following is a brief summary of certain provisions of the Acquisition Agreement. This summary does not purport to be complete and is qualified in its entirety by reference to the Acquisition Agreement which has been filed as an exhibit to the Schedule 14D-1.

THE OFFER

Pursuant to the terms of the Acquisition Agreement, Purchaser was required to commence the Offer no later than the fifth business day following the public announcement of the terms of the Acquisition Agreement. The obligation of Purchaser to accept for payment and pay for any Shares tendered pursuant to the Offer is subject only to the Offer Conditions. Purchaser may increase the Offer Price and may make any other changes in the terms and conditions of the Offer, provided that Purchaser may only waive the Minimum Condition as long as Purchaser purchases at least a majority of the Shares outstanding (assuming the exercise of all outstanding options to purchase Shares which options are not subject to binding agreements to cancel) and that, unless previously approved by the Company in writing, no change may be made that decreases the price per Share payable in the Offer, changes the form of consideration payable in the Offer, reduces the maximum number of Shares that Subsidiary offers to purchase in the Offer below a majority of the Shares outstanding (assuming the exercise of all outstanding options to purchase Shares which options are not subject to binding agreements to cancel), imposes conditions to the Offer in addition to the conditions set forth in Section 13 or otherwise amends the terms of the Offer in any way that would be materially adverse to holders of Shares.

Subject to the satisfaction of the conditions set forth in Section 13, Purchaser has agreed to accept for payment and pay for Shares which have been validly tendered and not withdrawn pursuant to the Offer as soon as it is permitted to do so under applicable law. Notwithstanding the foregoing, Purchaser (i) may extend the Offer to purchase Shares in excess of the Shares required to satisfy the Minimum Condition up to the tenth business day following the date on which all conditions to the Offer will first have been satisfied or waived, provided that, by virtue of making any such extension, Purchaser will be deemed to waive and thereafter shall not be entitled to assert any of the conditions to the consummation of the Offer contained in subsections (b), (c), (d) or (e) of Section 13, (ii) shall extend the Offer at least until 11:59 p.m. New York City time on the sixth business day following the delivery to Parent of a Notice of Superior Proposal (as defined below) and (iii) shall extend the Offer at least until the expiration of the period set forth in subsections (d) or (e) of Section 13 if a notice of breach has been delivered in accordance therewith.

The Offer Price payable in the Offer shall be paid net to the seller in cash, upon the terms and subject to the conditions of the Offer.

The Acquisition Agreement requires, as soon as practicable on the date of commencement of the Offer, (a) Parent and Purchaser to file (i) with the Commission a Tender Offer Statement on Schedule 14D-1 with respect to the Offer and (ii) with the appropriate Canadian authorities any required filings with respect to the Offer, which in the case of both (i) and (ii) will contain the offer to purchase and form of the related letter of transmittal and (b) the Company to file a combined Solicitation/Recommendation Statement on Schedule 14D-9 and any Director Circulars' required by Canadian law which it will mail to shareholders promptly after the commencement of the Offer. Purchaser and the Company also agreed to take all steps necessary to cause the offer to purchase and form of the related letter of transmittal to be disseminated to holders of Shares as and to the extent required by applicable U.S. and Canadian laws.

At the consummation of the Offer, the Company's Board of Directors will (i) terminate the International Murex Technologies Corporation Amended and Restated Employee Stock Purchase Plan ("ESPP") and (ii) notify all participants thereunder of its termination.

The Company represented in the Acquisition Agreement that the Company's Board of Directors had made appropriate amendments to and determinations (the "Rights Plan Amendments and Determinations") under the Company's Rights Plan dated August 31, 1995 between the Company and The Bank of New York (the "Rights Plan"), including without limitation: (i) an amendment to the definition of "Acquiring Person" under the Rights Plan to exclude Parent, Purchaser and their subsidiaries from that definition; (ii) an amendment to the definition of "Separation Time" under the Rights Plan to provide that the Separation Time shall not occur by virtue of the execution of the Acquisition Agreement or the Major Shareholder Agreements (as defined below), the consummation of the transactions contemplated or permitted thereunder or the acquisition or purchase of Shares by Parent, Purchaser or their subsidiaries and a determination by the Company's Board of Directors to the same effect; and (iii) a determination by the Company's Board of Directors approving the acquisition of Shares by Parent, Purchaser or their subsidiaries pursuant to this Agreement or the Major Shareholder Agreements, or any other acquisition or purchase of Shares by Parent, Purchaser or their subsidiaries.

BOARD REPRESENTATION

Promptly upon the purchase by Purchaser of Shares pursuant to the Offer and from time to time thereafter, Purchaser will be entitled to designate a number of directors on the Company's Board of Directors equal to the product of (i) the total number of directors on the Company's Board of Directors and (ii) Purchaser's percentage ownership of the outstanding Shares of the Company. The Company will either increase the size of the Company's Board of Directors or secure the resignation of the necessary number of directors to enable Purchaser's designees to be elected to the Company's Board of Directors, and will cause such designees to be elected to the Company's Board of Directors; provided, however, that at all times prior to the Completion of the Acquisition at least two persons who are directors of the Company as of March 13, 1998 (or persons designated by them) ("Continuing Directors") shall remain directors of the Company.

Following the election or appointment of Purchaser's designees, any amendment to the Acquisition Agreement or the Articles of Association or the Memorandum of Association, any termination of the Acquisition Agreement by the Company, and any extension by the Company of the time for performance of obligations or the waiver of any rights under the Acquisition Agreement will require the concurrence of at least fifty percent of the Continuing Directors.

COMPANY STOCK OPTIONS

Unless Parent and the Company make the Option Election (as defined below), the Company will, prior to completion of the Offer: (i) use its best efforts to amend each outstanding stock option, warrant or other right to acquire Shares ("Company Options") or any plans with respect to Company Options to permit vesting of unvested and exercise of Company Options contingent on consummation of the Offer; (ii) declare all Company Options to be fully exercisable and vested prior to the completion of the Offer and contingent on consummation of the Offer; and (iii) use its best efforts to cause the holders of Company Options to exercise their Company Options and tender the Shares so acquired in the Offer.

Parent and the Company may agree, after consulting their respective counsel, to implement the steps described in this paragraph (the "Option Election") instead of the steps described in the preceding paragraph. If the parties make the Option Election: (i) immediately prior to consummation of the Offer, the Company will offer to pay to the holder of each Company Option, in exchange for the agreement by such holder to cancel his, her or its Company Options, an amount equal to (x) the difference between the Offer Price and the per Share exercise price of such Company Option, multiplied by (y) the number of Shares underlying such holder's Company Option; (ii) the Company will use its best efforts to cause the holders of Company Options to accept the Company's offer set forth above and enter into appropriate cancellation agreements; and (iii) Parent will, immediately following consummation of the Offer, lend to (subject to any of the Company's contractual restrictions and at the applicable federal rate) or contribute to the capital of the Company cash in an amount equal to the amount necessary to satisfy payment by the Company of the amounts required under the Option Election.

The Company, Parent and the Company's Board of Directors shall take whatever actions are required such that, as of the Effective Time, any Company Options not exercised or canceled pursuant to the preceding two paragraphs are converted into a fully vested and exercisable right to acquire common stock of Parent in a manner that is substantially consistent with the requirements applicable to "issuing or assuming a stock option in a transaction to which section 424(a) applies," as that phrase is defined in Section 424(a) of the Code; provided that the Company Options (and any replacements) will not confer on the holders thereof any rights to acquire securities of the Company. Parent will cooperate in whatever actions are required for the Company's Board of Directors to implement this paragraph.

THE ACQUISITION

The Acquisition Agreement provides for the completion of the acquisition of the Company by Purchaser or Parent (the "Completion of the Acquisition") through either (1) the Compulsory Acquisition if Purchaser has purchased at least 90% of the outstanding Shares in the Offer to permit a Compulsory Acquisition or, if not, (2) the Amalgamation of Purchaser with the Company following the Offer upon the terms and subject to the conditions summarized below and set forth in the Acquisition Agreement and in any other agreement required to effect the Amalgamation.

The Acquisition will become effective (the "Effective Time") (i) in the case of the Compulsory Acquisition, at such time as all outstanding Shares are owned, directly or indirectly, by Purchaser or Parent, and (ii) in the case of the Amalgamation, at the time at which a certificate of amalgamation is issued by the British Columbia Registrar of Companies.

Purchaser must own 90% or more of the outstanding Shares to effect a Compulsory Acquisition. Subject to the satisfaction or waiver of the conditions set forth in "Conditions to the Completion of the Acquisition" below, if after purchasing Shares in the Offer (and, if Purchaser chooses to do so, through open market purchases for 30 days or less), Purchaser owns enough Shares to effectuate a Compulsory Acquisition, Purchaser shall, as promptly as practicable thereafter, effectuate a Compulsory Acquisition in which every shareholder of the Company other than Purchaser surrenders his, her or its ownership of Shares to Purchaser in exchange for the payment by Purchaser to each such shareholder of the Offer Price, all in accordance with the provisions of Section 255 of the BCCA. Purchaser will as promptly as practicable make such filings and take such other actions as are necessary to implement the Compulsory Acquisition. Following a Compulsory Acquisition, the Company would continue in its present form.

Subject to the satisfaction or waiver of the conditions set forth in "Conditions to the Completion of the Acquisition" below, if after purchasing Shares in the Offer, Purchaser does not own enough Shares to effectuate a Compulsory Acquisition (and has not acquired enough Shares within 30 days through open market purchases if Purchaser has chosen to make such open market purchases), the parties will as soon as practicable thereafter consummate the Amalgamation as described in the next sentence and in any amalgamation agreement entered into to effect the Amalgamation (the "Amalgamation Agreement"). At the Effective Time of the Amalgamation: (i) Purchaser will amalgamate with the Company; (ii) the separate existence of Purchaser and the Company will cease; and (iii) Amalco will continue as the successor company to the business and the undertakings theretofore undertaken by the Company and Purchaser.

In connection with an Amalgamation, the Company, acting through the Company's Board of Directors, will, in accordance with applicable law as soon as practicable following the consummation of the Offer:

(i) duly call, give notice of, convene and hold an annual or special meeting of its shareholders (the "Shareholders' Meeting") for the purpose of considering the Amalgamation;

(ii) subject to the Company's Board of Directors' fiduciary obligations under applicable law, include in the Proxy Statement for the Shareholders' Meeting the recommendation of the Company's Board of Directors that shareholders of the Company vote in favor of the Amalgamation and the transactions contemplated by the Acquisition Agreement; and

(iii) use its reasonable best efforts (A) to obtain and furnish the information required to be included by it in the Proxy Statement and, after consultation with Parent, respond promptly to any comments made by the Commission or the appropriate Canadian authorities with respect to the Proxy Statement and any preliminary version thereof and cause the Proxy Statement to be mailed to its shareholders at the earliest practicable time following the consummation of the Offer and (B) to obtain the necessary approvals by its shareholders of the Amalgamation.

Parent will, and will cause Purchaser to, cause all Shares beneficially owned by them to be present and voting for the purpose of a quorum and to be voted affirmatively in favor of the Amalgamation at any meeting or solicitation of consents with respect thereto.

At the Effective Time, by virtue of the Amalgamation and without any action on the part of Parent, Purchaser, the Company or the holders of any of the following securities:

(i) Each Share outstanding immediately prior to the Effective Time (except Shares subject to (b)) will be exchanged for one Preference Share, as contemplated in the Amalgamation Agreement. In turn, each Preference Share will be immediately redeemed by Amalco upon payment to each remaining holder of Shares of the Offer Price for each Share.

(ii) Any Shares issued and outstanding immediately prior to the Effective Time and owned directly or indirectly by Purchaser, if any, will be canceled and retired, and no consideration will be delivered in exchange therefor.

(iii) Each common share of Purchaser outstanding immediately prior to the Effective Time will be exchanged for an identical number of Amalco common shares.

As soon as practicable after the Effective Time, Parent will cause The Bank of New York (the "Exchange Agent") to mail to each person who was a holder of record of Shares or Company Options at the Effective Time: (i) a letter of transmittal (which will specify conditions on the exchange of Shares); and (ii) instructions for use in effecting the surrender of Share certificates in exchange for the aggregate Offer Price due each holder of Shares at the Effective Time. Upon surrender of Share certificates 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 such other documents as may be required by the Exchange Agent or such other agent, the holder of such Share certificates will be entitled to receive in exchange therefor the aggregate amount of the Offer Price due each holder of Shares at the Effective Time and the Share certificates so surrendered will be canceled.

After the Effective Time, each outstanding Share certificate will, until surrendered for exchange as described above, be deemed for all purposes to evidence only the right to receive the aggregate Offer Price in respect of such Share certificate.

Notwithstanding anything in the Acquisition Agreement to the contrary, a shareholder of the Company who did not tender Shares pursuant to the Offer may exercise the rights granted under the BCCA to apply to court in connection with Purchaser's plan to acquire any outstanding Shares pursuant to the Compulsory Acquisition. A shareholder of the Company who did not tender Shares pursuant to the Offer may exercise rights of dissent in the manner set forth in Section 207 of the BCCA in connection with the Amalgamation. If, after the Effective Time, such holder fails to perfect or withdraws or loses his, her or its right to apply to court to dissent, as applicable, such Shares will be treated as if they had been converted, as of the Effective Time, into a right to receive the Offer Price without interest thereon. The Company will give Parent prompt notice of any notices or demands received by the Company for

appraisal of Shares, and, prior to the Effective Time, Parent will have the right to participate in all negotiations and proceedings with respect to such demands. Prior to the Effective Time, 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.

REPRESENTATIONS AND WARRANTIES

The Acquisition Agreement contains various representations and warranties of the Company, including representations by the Company as to: (i) organization, qualification and similar corporate matters of the Company and its subsidiaries, (ii) capitalization of the Company and its subsidiaries, (iii) the authorization, execution, delivery, performance and enforceability of the Acquisition Agreement, (iv) the non-contravention of the Acquisition Agreement and related transactions with any provision of the Memorandum of Association or Articles of Association, material contract, order, law or regulation to which the Company or its subsidiaries is a party or by which it is bound or obligated, (v) the filing of required Commission reports and the absence of untrue statements of material facts or omissions of material facts in such reports, (vi) the absence of changes or events which have had a material adverse effect on the Company and the absence of certain derivative instruments that would result in a material adverse effect on the Company, (vii) the absence of any untrue statement of a material fact or omission of any material fact required to be stated in any recommendation statement of the Company's Board of Directors or document related to the Offer, (viii) the absence of payments to any intermediary other than listed intermediaries of any finder's, professional or other fee or commission, (ix) claims and litigation, (x) the filing of tax returns and the payment of taxes, (xi) employee benefits matters, (xii) compliance with laws, rules, statutes, orders, ordinances or regulations, and material notes, bonds, mortgages, indentures, contracts, agreements, leases, licenses, permits, franchise or other instruments or obligations of the Company or any of its subsidiaries which would result in a material adverse effect, (xiii) the absence of environmental claims and compliance with all environmental laws and regulations, (xiv) possession of all necessary rights and licenses in intellectual property, (xv) contracts, agreements, indentures, leases, mortgages, licenses, plans, arrangements, understandings, commitments and other instruments (the "Significant Agreements"), (xvi) possession of all necessary insurance, (xvii) the absence of real property ownership and the possession and enforceability of all real property leases, (xviii) labor matters, (xix) the absence of notices, citations or decisions of governmental or regulatory bodies and recalls or warning letters from the Food and Drug Administration or non-U.S. counterparts with respect to any product produced, manufactured, marketed or distributed by the Company, and possession of and compliance with all necessary approvals, clearances, authorizations, licenses and registrations relating to the such products and (xx) applicable voting requirements.

The Acquisition Agreement contains various customary representations and warranties of Parent and Purchaser, including representations by Parent and Purchaser as to: (i) organization, qualification and similar corporate matters of Parent and Purchaser, (ii) the authorization, execution, delivery, performance and enforceability of the Acquisition Agreement, (iii) the non-contravention of the Acquisition Agreement and related transactions with any provision of the Certificate of Incorporation or By-Laws of Parent, the Memorandum of Association or Articles of Association of Purchaser, by-law, material contract, order, law or regulation to which Parent or Purchaser is a party or by which it is bound or obligated, (iv) the absence of untrue statements of material facts or omissions of material facts in any documents related to the Offer and in information provided to the Company in connection with the Schedule 14D-1 and proxy statement, (v) the absence of prior activities of Purchaser other than in connection with or as contemplated by the Acquisition Agreement, (vi) the availability of all funds necessary to satisfy Purchaser's obligations under the Acquisition Agreement and (vii) the lack of beneficial or record ownership of any Shares by Parent or Purchaser immediately prior to execution of the Acquisition Agreement.

COVENANTS

CONDUCT OF BUSINESS OF THE COMPANY. From the date of the Acquisition Agreement to the time Purchaser's designees are elected as directors of the Company, the Company and its subsidiaries will each conduct its operations in the ordinary course of business consistent with past practice, and the Company and its subsidiaries will each use its reasonable best efforts to preserve its business organization, to keep available the services of its officers and employees and to maintain existing relationships with licensors, licensees, suppliers, contractors, distributors, customers and others having business relationships with it.

Accordingly, prior to the date Purchaser's designees are elected to the Company's Board of Directors, neither the Company nor any of its subsidiaries may, without the prior written consent of Purchaser, which consent will not be unreasonably withheld or delayed, engage or agree to engage in an enumerated list of transactions generally characterized as being outside the ordinary course of business. Transactions requiring Purchaser's prior approval include actions by the Company or its subsidiaries to: (i) amend its Articles of Association or Memorandum of Association or increase or propose to increase the number of directors; (ii) authorize for issuance, issue, sell, deliver or agree to commit to issue, sell or deliver any stock of any class or any other securities or equity equivalents (including, without limitation, stock appreciation rights), except under the ESPP, the issuance of up to 16,816 Shares pursuant to the Company's bonus plan or as required by option agreements and option plans as in effect as of the date of the Acquisition Agreement, or amend any of the terms of any such securities or agreements outstanding as of the date of the Acquisition Agreement; (iii) split, combine or reclassify any shares of its capital stock, declare, set aside or pay any dividend or other distribution (whether in cash, stock, or property or any combination thereof) in respect of its capital stock, or redeem, repurchase or otherwise acquire any of its securities or any securities of its subsidiaries; (iv) incur any debt or issue any debt securities or assume, guarantee or endorse the obligations of any other person, make any loans, advances or capital contributions to, or investments in, any other person (other than to wholly owned subsidiaries of the Company), pledge or otherwise encumber shares of capital stock of the Company or any of its subsidiaries or mortgage or pledge any of its assets or create any Lien thereupon other than Permitted Liens (as defined in the Acquisition Agreement); (v) enter into, adopt, amend or terminate any bonus, compensation, severance, termination, or employee benefit arrangement not required by any such plan or arrangement; (vi) acquire, sell, lease, license, encumber, transfer or dispose of any assets of the Company and its subsidiaries; (vii) change any of the accounting principles or practices used by it, except as may be required as a result of a change in law or in generally accepted accounting principles; (viii) acquire any corporation, partnership or other business organization or division thereof, authorize any new capital expenditure in excess of U.S.$200,000 between March 13, 1998 and March 31, 1998 and, thereafter, in excess of the amounts set forth in the monthly capital budgets to be prepared by the Company and approved by Parent in its reasonable discretion or settle any litigation; (ix) make any material tax election or settle or compromise any material tax liability; (x) pay, discharge or satisfy any claims, liabilities or obligations outside the ordinary course or not in accordance with their terms, except where such action would not result in a material adverse effect; (xi) terminate, modify, amend or waive compliance with any material provision of, any of the Significant Agreements, or fail to take any action necessary to preserve the material benefits of any Significant Agreement to the Company or any of its subsidiaries; (xii) enter into any agreement providing for the acceleration of payment or performance or other consequence as a result of a change in control of the Company; (xiii) enter into any agreement providing for any license (other than trademark or service mark licenses under supply or distribution contracts entered into in the ordinary course of business), sale, assignment or otherwise transfer any patent rights or grant any covenant not to sue with respect to any of its Intellectual Property; (xiv) enter into any commitments to professionals outside the ordinary course of business or in excess of the amounts represented and warranted; (xv) cancel or terminate any material

insurance policies (other than in connection with acquiring substantially equivalent replacement policies) or reduce the amount of coverage thereunder; or (xvi) agree to take any action which would violate the covenants.

ACCESS TO INFORMATION. The Company will give Parent and Purchaser and their representatives reasonable access to all necessary information. Parent and Purchaser have agreed to be bound by the Confidentiality Agreement dated February 22, 1998, described below.

REASONABLE BEST EFFORTS. Each of the parties will use its reasonable best efforts to take all actions and do all things reasonably necessary to consummate and make effective the transactions contemplated by the Acquisition Agreement.

PUBLIC ANNOUNCEMENTS. Parent and Purchaser, on the one hand, and the Company, on the other hand, will consult with each other before issuing any press release or otherwise making any public statements with respect to the transactions contemplated by the Acquisition Agreement.

INDEMNIFICATION. For a period not less than six years from the Effective Time, Parent will (i) indemnify and hold harmless the directors, officers, employees and agents of the Company (the "Indemnified Parties") from and against claims, losses or obligations arising out of events occurring prior to the Effective Time and relating to their service as a director, officer, employee or agent of the Company except to the extent an Indemnified Party has acted in bad faith or in a manner he did not reasonably believe to be in or not opposed to the best interests of the Company or, with respect to any criminal action or proceeding, had reasonable cause to believe his conduct was unlawful and (ii) cause the Company or Amalco, as the case may be, to maintain in effect the provisions in its Articles of Association and Memorandum of Association containing the provisions with respect to exculpation of director and officer liability and indemnification set forth in the Articles of Association and Memorandum of Association of the Company on the date of the Acquisition Agreement.

In the event of any claim made against an Indemnified Party covered above, unless Parent, the Company or Amalco has elected to defend that claim, Parent, the Company or Amalco shall advance the reasonable fees and expenses of counsel selected by that Indemnified Party (which counsel shall be reasonably satisfactory to Parent and which counsel shall be the same for all Indemnified Parties unless a conflict of interest between them requires more than one counsel), upon receipt of a written undertaking by or on behalf of that Indemnified Party to repay such amounts if it shall ultimately be determined that Indemnified Party is not entitled to be indemnified as described here.

Parent will cause Amalco to use its reasonable best efforts to maintain in effect for six years from the Effective Time, to the extent available, the coverage provided by the current directors' and officers' liability insurance policies maintained by the Company with respect to matters occurring prior to the Effective Time; provided, however, that Amalco will not be required to incur any annual premium in excess of 200% of the last annual aggregate premium paid prior to the date of the Acquisition Agreement for all current directors' and officers' liability insurance policies maintained by the Company.

NOTIFICATION OF CERTAIN MATTERS. The Company will give prompt notice to Parent or Purchaser, and Parent or Purchaser will give prompt notice to the Company, as the case may be, of (i) the occurrence, or non-occurrence of any event which would be likely to cause any representation or warranty contained in the Acquisition Agreement to be untrue or inaccurate and (ii) any failure of the Company, Parent or Purchaser, as the case may be, to comply with or satisfy any covenant, condition or agreement under the Acquisition Agreement.

TERMINATION OF STOCK PLANS. The Company's Board of Directors (or, if appropriate, any committee thereof) will adopt such resolutions or take such other actions as are required (i) to suspend the ESPP and employee contributions thereto effective as of March 16, 1998, (ii) to terminate the ESPP as of the date that Shares are purchased in the Offer and (iii) to ratify, for purposes of Section 16(b) of the

Exchange Act, the transactions described in this paragraph. If the date of the consummation of the Offer occurs prior to the next Investment Date (as defined in the ESPP), then the ESPP will refund the payroll deductions made by the ESPP participants during the Offering Period (as defined in the ESPP) immediately preceding that Investment Date to the participants. If the date of the consummation of the Offer occurs on or after the Investment Date, then the payroll deductions will be applied to make purchases of Shares as provided in the ESPP.

Prior to the consummation of the Offer, the Company's Board of Directors (or, if appropriate, any committee thereof) will adopt resolutions or take other actions necessary to ensure that, following the Effective Time, no participant in any stock, stock option, stock appreciation or other benefit plan of the Company or any of its subsidiaries will have any right thereunder to acquire any capital stock of Company or Amalco.

NO SOLICITATION. The Acquisition Agreement requires the Company immediately to cease any existing discussions or negotiations with any third parties with respect to any inquiry, proposal or offer for an amalgamation, merger, consolidation, business combination, sale of substantial assets, sale of shares of capital stock (including, without limitation, by way of a tender offer) or similar transactions involving the Company or any of its subsidiaries (an "Acquisition Proposal"). The Company will not, directly or indirectly, through any officer, director, employee, representative or agent or any of its subsidiaries, (i) solicit, initiate, continue or encourage an Acquisition Proposal, (ii) solicit, initiate, continue or engage in negotiations or discussions concerning, or provide any non-public information or data to any person or entity relating to, any Acquisition Proposal, or (iii) agree to approve or recommend any Acquisition Proposal; provided, that (A) if the Company's Board of Directors determines, based on the written advice of its independent financial advisors, that such Acquisition Proposal would, if consummated, result in a transaction more favorable to the Company's shareholders from a financial point of view than the transactions contemplated by this Acquisition Agreement and the Company's Board of Directors determine in good faith, based upon the written advice of independent legal counsel, that to do so would be required for the discharge of its fiduciary obligations, the Company may, after receiving an executed confidentiality agreement (with terms no less favorable to the Company than those contained in the Confidentiality Agreement entered into with Parent), furnish nonpublic information or data to, or enter into discussions or negotiations with, any person in connection with an unsolicited Acquisition Proposal or recommend an unsolicited Acquisition Proposal to the shareholders of the Company or (B) the Company may comply with Rule 14e-2 promulgated under the Exchange Act with regard to an Acquisition Proposal.

If the Company's Board of Directors determine in good faith that any Acquisition Proposal constitutes a Superior Proposal (as defined below), the Company's Board of Directors will promptly give written notice, specifying the identity of the other party and the structure and material terms of such Superior Proposal (a "Notice of Superior Proposal"), to Parent. The Company's Board of Directors may (subject to the following sentences of this paragraph and compliance with the Termination paragraph below), to the extent the Company's Board of Directors determines in good faith based upon written advice of independent legal counsel that it is necessary in order to comply with its fiduciary duties under applicable law, approve or recommend any such Superior Proposal, approve or authorize the Company's entering into an agreement with respect to such Superior Proposal, approve the solicitation of additional takeover or other investment proposals or terminate the Acquisition Agreement, in each case at any time after the fifth business day following delivery to Parent of the Notice of Superior Proposal. The Company may take any of the foregoing actions pursuant to the preceding sentence only if an Acquisition Proposal that was a Superior Proposal at the time of delivery of a Notice of Superior Proposal continues to be a Superior Proposal in light of any improved transaction proposed by Parent prior to the expiration of the five business day period specified in the preceding sentence. A "Superior Proposal" means any bona fide proposal for an Acquisition Proposal that the Company's Board of Directors determines in their good faith reasonable judgment, based on the written advice of its financial advisors,

to be made by a person with the financial ability to consummate such proposal and to provide greater aggregate value to the Company and/or the Company's shareholders than the transactions contemplated by the Acquisition Agreement or otherwise proposed by Parent as contemplated in this paragraph.

The Company will advise Parent of all such nonpublic information delivered to such person, and will notify Parent immediately (and in no event later than 24 hours) after receipt by the Company of any Acquisition Proposal or any request for nonpublic information in connection with an Acquisition Proposal or for access to the properties, books or records of the Company by any person or entity that informs the Company that it is considering making, or has made, an Acquisition Proposal.

Such notice will be made orally and in writing and shall indicate in reasonable detail the identity of the offeror and the terms and conditions of such proposal, inquiry or contract.

CHIRON LICENSE AGREEMENT. Immediately following the execution of the Acquisition Agreement, the Company delivered notice to Chiron Corporation ("Chiron") and Johnson & Johnson/Ortho Diagnostics Systems, Inc. ("Ortho") pursuant to Clause 27 of the Agreement dated August 27, 1996 among Chiron, Ortho, and the Company (the "Chiron/Ortho Agreement") that a Change in Control (as defined therein) had occurred. Chiron and Ortho have the option, to be exercised in writing within 15 business days to purchase at fair value the HCV immunoassay business of the Company.

Without the prior written consent of Parent, the Company will not amend, waive, modify, supplement or otherwise alter any provision of the Chiron/Ortho Agreement, nor shall the Company offer to enter into or enter into any contract, agreement, understanding or other arrangement with any person respecting the Chiron/Ortho Agreement or the subject matter thereof. Without the prior written consent of Parent, under no circumstances shall the Company propose, negotiate or agree to any "fair value" as that term is described in Clause 27 of the Chiron/Ortho Agreement except, after consultation with Parent, as is otherwise specifically required to comply with the Chiron/Ortho Agreement or required by applicable law. The Company and its affiliates will receive and retain respectively, in the Company and, as the case may be, its affiliates, any and all proceeds of any sale of the HCV immunoassay business for fair value pursuant to Clause 27 of the Chiron/Ortho Agreement. No exercise of the option contained in Clause 27 of the Chiron/Ortho Agreement or the sale of HCV immunoassay business resulting therefrom shall be deemed to be a breach of any representation, warranty or covenant contained in the Acquisition Agreement, nor shall any such exercise be deemed to cause any condition contained in the Acquisition Agreement or the Offer to be unsatisfied.

LITIGATION BETWEEN PARENT AND THE COMPANY. Immediately after the execution of the Acquisition Agreement, the parties will (i) cease to actively prosecute the patent infringement litigation between the Company and Parent, pending in the District Court for the Northern District of Georgia (No. 96-CV1676) (the "Abbott Litigation") and (ii) ask the court in the Abbott Litigation to stay that litigation. Promptly after the purchase by Purchaser of Shares pursuant to the Offer, the Company and Parent will take all steps necessary to dismiss with prejudice the Abbott Litigation.

RIGHTS PLAN. Unless the Acquisition Agreement and the letter agreements dated March 13, 1998 (the "Major Shareholder Agreements") among Parent and Edward J. DeBartolo, Jr., the Estate of Edward J. DeBartolo, the University of Notre Dame, C. Robert Cusick and Michael Warren have terminated without the purchase or acquisition by Parent or one of its subsidiaries of Shares pursuant to one or both of those agreements, the Company will not amend or modify the Rights Plan in a manner that would in any way nullify or conflict with the resolutions and determinations related to the Rights Plan approved by the Company's Board of Directors on March 15, 1998 and will not adopt any new shareholder rights plan or agreement or similar agreement, plan or measure that would nullify or conflict with the Rights Plan Amendments and Determinations, have an adverse effect on Parent, Purchaser or any of their subsidiaries if Parent, Purchaser or any of their subsidiaries purchase or acquire, or propose to

purchase or acquire, any securities of the Company or enter into any agreement requiring or permitting the purchase or acquisition of any securities of the Company.

POST-OPTION EXERCISE. If the Acquisition Agreement has been terminated and Parent or any of its subsidiaries have purchased any Shares pursuant to any Major Shareholder Agreement: (i) Parent and Purchaser will for six months following such purchase use reasonable best efforts to consummate the Amalgamation on essentially the same terms and conditions provided in the Acquisition Agreement, except that certain of the conditions to closing will be deemed to be waived; and (ii) if, despite the transaction contemplated by (i) above, the Amalgamation is not effected, Parent has agreed that it and its affiliates will not, for three years following the purchase of Shares pursuant to any Major Shareholder Agreement, acquire beneficial ownership of any Shares at less than the Offer Price (as adjusted for stock splits and similar events); PROVIDED, HOWEVER, that the restrictions described in this paragraph will not apply to the acquisition of less than 2% of the outstanding Shares by pension plans or similar fiduciary entities of Parent.

CONDITIONS TO THE COMPLETION OF THE ACQUISITION

The obligations of the Company, Parent and Purchaser under the Acquisition Agreement are subject to the satisfaction or, if appropriate, waiver of the following conditions:

(i) SHAREHOLDER APPROVAL. If required by applicable law, the Amalgamation will have been approved by the affirmative vote of the shareholders of the Company by the requisite vote in accordance with applicable law and any court approval required for the Amalgamation will have been obtained.

(ii) NO PROHIBITION. No order, decree or ruling or other action restraining, enjoining or otherwise prohibiting the Completion of the Acquisition, which will have been issued or taken by any court or other governmental body.

(iii) WAITING PERIOD. Any waiting period applicable to the Completion of the Acquisition under applicable law will have terminated or expired and the Canadian Office of Fair Trading has indicated, in terms satisfactory to Parent and Purchaser, that it is not the intention of the Canadian Secretary of State for Trade and Industry to refer the proposed acquisition of the Company, or any matter arising therefrom which directly affects Parent, Purchaser or the Company, to the Canadian Monopolies and Mergers Commission.

(iv) PURCHASE OF SHARES. Purchaser will have purchased Shares pursuant to the Offer.

The obligations of Parent and Purchaser under the Acquisition Agreement are subject to the satisfaction or waiver by Parent at or prior to the Effective Time of the following further conditions: (i) the Company will have performed in all material respects its covenants, agreements and obligations up to the Effective Time; and (ii) unless Purchaser has purchased Shares pursuant to the Offer and except as otherwise contemplated by the Acquisition Agreement, the representations and warranties of the Company contained in the Acquisition Agreement which are qualified as to materiality will be true and correct and those which are not so qualified will be true and correct in all material respects, in each case, as of the date when made and at and as of the closing as though newly made at and as of that time.

The obligations of the Company under the Acquisition Agreement are subject to the satisfaction or waiver by the Company, at or prior to the Effective Time, of the further condition that Parent and Purchaser will have performed in all material respects their respective covenants, agreements and obligations under the Acquisition Agreement up to the Effective Time.

TERMINATION

The Acquisition Agreement provides that the Acquisition Agreement may be terminated and the Offer and the Completion of the Acquisition may be abandoned (i) at any time prior to the Consummation of the Offer by mutual written consent of Parent, Purchaser and the Company; (ii) at any time prior to the Effective Time by Parent or the Company to the extent that performance is prohibited, enjoined or otherwise materially restrained by any final, non-appealable judgment; (iii) at any time on or after August 31, 1998 if Purchaser has not purchased any Shares pursuant to the Offer; PROVIDED, that the right to terminate the Acquisition Agreement under this clause is not available to any party whose failure to fulfill any obligation under the Acquisition Agreement has been the cause of or resulted in such failure to purchase; (iv) by Parent prior to the purchase by Purchaser of Shares pursuant to the Offer, if (a) there has been a breach of any representation or warranty of the Company contained in the Acquisition Agreement which would reasonably be expected to materially and adversely affect the expected benefits for Parent of the transactions contemplated under the Acquisition Agreement or prevent the consummation of the Offer or the Completion of the Acquisition or (b) there has been a breach of any covenant or agreement of the Company contained in the Acquisition Agreement which would reasonably be expected to materially and adversely affect the expected benefits for Parent of the transactions contemplated hereunder or prevent the consummation of the Offer or the Completion of the Acquisition and which, in the case of either (a) or (b) above, if curable, has not been cured prior to the earlier of ten business days following notice of such breach; (v) prior to the purchase of Shares pursuant to the Offer and no earlier than five business days after the receipt by Parent of a Notice of Superior Proposal, if the Superior Proposal described in such Notice of Superior Proposal continues to be a Superior Proposal in light of any transaction proposed by Parent prior to the expiration of the fifth business day after the receipt by Parent of such Notice of Superior Proposal, by the Company if the Company's Board of Directors determine in good faith, based upon the written advice of its independent financial advisors, that such Acquisition Proposal would, if consummated, result in a transaction more favorable to the Company's shareholders from a financial point of view than the transactions contemplated by the Acquisition Agreement and the Company's Board of Directors determines in good faith, based upon the written advice of independent legal counsel, that such action is required for the discharge of their fiduciary duties to shareholders under applicable law; (vi) at any time prior to the Consummation of the Offer by Parent if the Company's Board of Directors withdraws or modifies in a manner adverse to Parent or Purchaser its approval of the Offer, the Acquisition Agreement, the Completion of the Acquisition, its recommendation to the Company's shareholders; or (vii) by the Company prior to the purchase by Purchaser of Shares pursuant to the Offer, if there shall have been a breach of any representation or warranty of Parent or Purchaser contained in the Acquisition Agreement which would reasonably be expected to materially and adversely affect the expected benefits for the Company's shareholders of the transactions contemplated under the Acquisition Agreement or prevent the consummation of the Offer or the Completion of the Acquisition or there has been a breach of any covenant or agreement of Parent or Purchaser contained in the Acquisition Agreement which would reasonably be expected to materially and adversely affect the expected benefits for the Company's shareholders of the transactions contemplated hereunder or prevent the consummation of the Offer or the Completion of the Acquisition and which, in the case of either (a) and (b) above, if curable, has not been cured prior to ten business days following notice of such breach.

If the Acquisition Agreement is terminated pursuant to (a) clause (iii) due to a failure to satisfy the Minimum Condition at any time after any person has made an Acquisition Proposal and, within twelve months of the date of such termination, the Company enters into a definitive agreement relating to an Acquisition Proposal at a price per Share that exceeds the Offer Price with any person, (b) clauses (iv), (v) or (vi) above, the Company will pay Parent a non-refundable fee of U.S.$10 million plus expenses of U.S.$2 million (except for a termination under clause (iv) above, in which case only expenses of U.S.$2 million shall be payable).

SURVIVAL OF REPRESENTATIONS AND WARRANTIES

The representations and warranties in the Acquisition Agreement shall not survive beyond the consummation of the Offer. The covenants and agreements in the Acquisition Agreement shall survive in accordance with their respective terms, including, but not limited to the "Indemnification" paragraph above.

AMENDMENT; EXTENSION; WAIVER

Subject to approval by the Company's Board of Directors in the manner described above under "Board Representation," the Acquisition Agreement may be amended by the Company, Parent and Purchaser in a writing signed on behalf of each of the parties; however, after approval of the Acquisition by the shareholders of the Company (if required by applicable law), no amendment may decrease the Offer Price or change the form thereof which adversely affects the shareholders without approval of such shareholders.

Subject to approval by the Company's Board of Directors in the manner described above under "Board Representation," at any time prior to the Effective Time, the Company, on the one hand, and Parent and Purchaser, on the other hand, may in writing (i) extend the time for the performance of any of the obligations or other acts of the other party, (ii) waive any inaccuracies in the representations and warranties of the other party or (iii) waive compliance by the other party with any of the agreements or conditions contained in the Acquisition Agreement.

EXPENSES

Subject to the payment of a fee by the Company to Purchaser if the Acquisition Agreement is terminated under certain circumstances, each party shall bear its own expenses and costs in connection with the Acquisition Agreement and the transactions contemplated thereby.

GOVERNING LAW

The Acquisition Agreement is governed by and construed in accordance with the laws of the State of Illinois, without regard to the principles of conflict of laws thereof.

SHAREHOLDER AGREEMENTS

The following summary of the Major Shareholder Agreements and the Shareholder Letters does not purport to be complete and is qualified in its entirety to the complete text of such agreements, which are filed as exhibits to the Schedule 14D-1 and incorporated herein by reference.

Pursuant to the Major Shareholder Agreements among Parent and Edward J. DeBartolo, Jr., the Estate of Edward J. DeBartolo, the University of Notre Dame, C. Robert Cusick and F. Michael P. Warren (each a "Major Shareholder"), the Major Shareholders have agreed to tender all of the Shares held by them into the Offer. In addition, the Major Shareholders have granted Parent an option (the "Major Shareholder Options") to purchase all Shares held by them for the Offer Price. The Major Shareholder Options are exercisable by Parent at any time until the Acquisition Agreement is terminated, unless the Acquisition Agreement is terminated (i) by Parent due to a material breach by the Company under the Acquisition Agreement, (ii) by the Company in the event of a Superior Proposal if the Company's directors determine that such action is required for the discharge of their fiduciary duties to shareholders or (iii) by Parent if the Company's Board of Directors shall have withdrawn or modified its recommendation regarding the Offer, the Agreement, the Compulsory Acquisition or the Amalgamation or the Company shall have entered into an agreement providing for an Acquisition Proposal, in which case, the Major Shareholder Options may be exercised by Parent until the later of (A) five business days following such termination of the Acquisition Agreement or (B) two business days following the receipt by Parent

of any required governmental consents required in connection with the exercise of the Major Shareholder Options.

Pursuant to the Major Shareholder Agreements, the Major Shareholders have agreed not to sell, transfer or encumber any of the Shares held by them except in the Offer or otherwise to Parent. In addition, the Major Shareholders have agreed to vote, to the extent they are permitted to vote at law, all of the Shares held by them (i) in the manner directed by Parent with respect to any matters related to the acquisition of the Company by Parent and (ii) against any other amalgamations, mergers, recapitalizations, business combinations, sales of assets, liquidations or similar transactions involving the Company, or any other matters which would be inconsistent with Parent's intended acquisition of the Company. In furtherance of such voting agreement, the Major Shareholders have granted Parent an irrevocable proxy to vote all of the Shares held by them in accordance with the foregoing on any matters which may be presented to shareholders of the Company with respect to any matters related to the acquisition of the Company by Parent or any other amalgamations, mergers, recapitalizations, business combinations, sales of assets, liquidations or similar transactions involving the Company, or any other matters which would be inconsistent with Parent's proposed acquisition of the Company.

As of the date of this Offer to Purchase, the Major Shareholders collectively held 5,980,499 Shares, representing approximately 33.9% of the Shares outstanding as of March 12, 1998.

Parent attempted to obtain commitments similar to the Major Shareholder Agreements with Oracle Partners, L.P. and Citinvest Value Investment Portfolio (VIP) Selector (the "Other Shareholders") but was unseccessful. Instead, pursuant to letters dated March 13, 1998 (the "Shareholder Letters") from the Other Shareholders, the Other Shareholders have indicated to the Company their intention to tender all of the Shares held by them into the Offer. The Shareholder Letters expire on the earlier of the termination of the Acquisition Agreement or May 15, 1998. As of the date of this Offer to Purchase, the Other Shareholders collectively held 1,935,617 Shares, representing approximately 11.5% of the Shares outstanding as of March 12, 1998.

AMENDMENT TO RIGHTS PLAN

The following summary of the Rights Plan amendment does not purport to be complete and is qualified in its entirety by reference to the complete text thereof, which is filed as an exhibit to the Schedule 14D-1 and incorporated herein by reference.

Pursuant to the Acquisition Agreement, the Company amended the Rights Plan as of March 13, 1998 to exclude Parent, Purchaser and their subsidiaries from the definition of "Acquiring Person" therein and to clarify that the execution of the Acquisition Agreement, the execution of the other agreements referenced in the Acquisition Agreement, the consummation of the transactions contemplated by the Acquisition Agreement or the acquisition of Shares by Parent, Purchaser or their subsidiaries will not result in a "Separation Time" under the Rights Plan. The effect of these amendments is among other things, to permit Purchaser to acquire Shares pursuant to the Offer, the Completion of the Acquisition, the Major Shareholder Options and otherwise without adverse consequences.

CONFIDENTIALITY AGREEMENT

The following summary of the Confidentiality Agreement does not purport to be complete and is qualified in its entirety by reference to the complete text of the Confidentiality Agreement, which is filed as an exhibit to Schedule 14D-1 and incorporated herein by reference.

On February 22, 1998, the Company and Parent entered into the Confidentiality Agreement providing for the non-disclosure of confidential information to be provided by the Company to Parent and by Parent to the Company. The Confidentiality Agreement provided that if (1) Parent was afforded a reasonable opportunity to complete a reasonable due diligence investigation of the Company in connection with Parent making a proposal at or before 9:00 a.m. Eastern Standard Time March 3, 1998 (an "Initial Proposal") respecting a possible negotiated transaction; and (2) following such investigation, Parent had a reasonable opportunity to formulate and make an Initial Proposal to the Company respecting a possible negotiated transaction, then for a period of six months from the date of the Confidentiality

Agreement, without the prior written consent of the Company's current Board of Directors or replacements designated by members of the Company's current Board of Directors, neither Parent nor any of its directors, officers, employees, partners, affiliates, agents, advisors or representatives will in any manner, directly or indirectly, (a) effect or seek, offer or propose to effect, or cause or participate in or in any way assist or act as advisor to any other person to effect or seek, offer or propose to effect or participate in, (i) any acquisition of any securities (or beneficial ownership thereof) or assets of the Company or any of its subsidiaries; (ii) any tender or exchange offer or merger or other business combination involving the Company or any of its subsidiaries; (iii) any recapitalization, restructuring, liquidation, dissolution or other extraordinary transaction with respect to the Company or any of its subsidiaries; or (iv) any "solicitation" of "proxies" (as such terms are used in the proxy rules of the Commission) or consents to vote any voting securities of the Company, (b) otherwise act, alone or in concert with others, to seek to control or influence the management, Board of Directors or policies of the Company or (c) enter into any discussions or arrangements with any third party with respect to any of the foregoing.

11. SOURCE AND AMOUNT OF FUNDS

The total amount of funds required by Purchaser and Parent to consummate the Offer and the Acquisition and to pay related fees and expenses is estimated to be approximately U.S.$237,000,000. Purchaser will obtain all funds required by it from Parent. Parent will cause the required funds to be made available to Purchaser and Parent expects to obtain all required funds from borrowings at market interest rates. Such borrowings may be repaid by Parent from time to time, in whole or in part, from internally generated funds or from the proceeds of other borrowings.

12. CERTAIN EFFECTS OF THE OFFER

Following the consummation of the Offer, Purchaser will own at least a majority of the outstanding Shares of the Company.

COMPULSORY ACQUISITION

If, within four months after the date hereof, the Offer has been accepted by holders of not less than 90% of the Shares outstanding, other than Shares held on the date hereof by, or by a nominee for, Parent, Purchaser or their affiliates (as defined in the BCCA), Purchaser will, to the extent possible, acquire the remainder of the Shares from those holders who have not accepted the Offer on the same terms as Shares acquired under the Offer, pursuant to the provisions of section 255 of the BCCA. If Purchaser exercises the foregoing statutory right, Purchaser will, in accordance with section 255 of the BCCA, give written notice (the "Notice") of such intention within five months after the making of the Offer to each holder of Shares who did not accept the Offer (a "Dissenting Offeree"). Upon the giving of Notice, Purchaser will be entitled and bound to acquire the Shares held by the dissenting offerees at the same price and on the same terms as offered in the Offer, unless the Supreme Court of British Columbia (the "Court"), on application made by a Dissenting Offeree within two months from the date of the giving of the Notice, orders otherwise. On such application by a Dissenting Offeree to whom Notice was given, the Court may fix the price and terms of payment for the Shares of the Dissenting Offeree and make such consequential orders and give directions as it considers appropriate.

Where Notice has been given by Purchaser and the Court has not, on an application made by a Dissenting Offeree to whom Notice was given, ordered otherwise, Purchaser shall, on the expiration of two months from the date on which Notice was given, or if an application to the Court by a Dissenting Offeree to whom Notice was given is then pending, then after that application has been disposed of, send a copy of the Notice to the Company and pay or transfer to the Company the amount representing the price payable by Purchaser for the Shares which Purchaser is entitled to acquire, and the Company will thereupon register Purchaser as a shareholder with respect to such Shares.

Any sum received by the Company in the manner set out above shall be paid into a separate bank account and shall be held by the Company, or a trustee approved by the Court, in trust for the persons entitled thereto.

Subsections 255(9) and (10) of the BCCA provide, in effect, that if Purchaser is entitled to deliver the Notice and has chosen to do so, dissenting offerees may, by following the procedures specified therein, require Purchaser to purchase their Shares at the same price and on the same terms as offered in the Offer.

THE FOREGOING IS A SUMMARY ONLY. SEE SECTION 255 OF THE BCCA FOR THE FULL TEXT OF THE RELEVANT STATUTORY PROVISIONS. SECTION 255 OF THE BCCA IS COMPLEX AND MAY REQUIRE STRICT ADHERENCE TO NOTICE AND TIMING PROVISIONS, FAILING WHICH SUCH RIGHTS MAY BE LOST OR ALTERED. SHAREHOLDERS WHO WISH TO BE BETTER INFORMED ABOUT THOSE PROVISIONS OF THE BCCA SHOULD CONSULT THEIR LEGAL ADVISERS.

AMALGAMATION

If the Purchaser takes up and pays for Shares validly deposited under the Offer and a Compulsory Acquisition is not possible at law, Purchaser will attempt to effect the Amalgamation for the purposes of enabling Purchaser to acquire all of the Shares not purchased under the Offer at the Offer Price. Subject to any required court approval, if Purchaser acquires Shares pursuant to the Offer which constitute not less than 75% of all of the issued and outstanding Shares, Purchaser will have sufficient Shares to effect the Amalgamation.

The Amalgamation would result in shareholders having the right to dissent in respect thereof and demand payment of the fair value of their Shares. The exercise of such right of dissent, if certain procedures are complied with by the holder, could lead to a judicial determination of fair value required to be paid to such dissenting shareholder for its Shares. The fair value so determined could be more or less than the amount paid per Share pursuant to such transaction or pursuant to the Offer.

Policy 9.1 of the Ontario Securities Commission ("OSC") and Policy Q-27 of the Commission des Valeurs Mobiliers du Quebec ("CVMQ") may deem certain types of subsequent acquisition transactions to be "going private transactions" if such subsequent acquisition transaction would result in the interest of a holder of Shares (the "Affected Securities") being terminated without the consent of the holder and without the substitution therefor of an interest of equivalent value in a participating security of the Company, a successor to the business of the Company or a person who controls the Company or a person who controls a successor to the business of the Company. The Amalgamation would be a going private transaction.

Policy 9.1 and Policy Q-27 provide that, unless exempted, a corporation proposing to carry out a going private transaction is required to prepare a valuation of the Affected Securities (and any non-cash consideration being offered therefor) and provide to the holders of the Affected Securities a summary of such valuation. In connection therewith, Purchaser will be exempt from the valuation requirements by virtue of the fact that the Offer Price was arrived at through an arms-length transaction with the Company, and the Major Shareholders. As of the date of this Offer to Purchase, the Major Shareholders collectively held Shares representing approximately 33.9% of the Shares outstanding as of March 12, 1998 and the Other Shareholders held Shares representing approximately 11.5% of the Shares outstanding as of March 12, 1998. Purchaser believes that no intervening event has occurred between the date of that transaction and the date of this Offer to Purchase which could reasonably be expected to increase the value of the Shares.

Policy 9.1 and Policy Q-27 would also require that, in addition to any other required security holder approval, in order to complete the approval of a majority of the votes cast by "minority" shareholders of the Affected Securities (the "Minority Approval") must be obtained. In relation to the Offer and any subsequent going private transaction, the "minority" shareholders would be, absent exemptions or discretionary relief from the OSC and CVMQ, all holders of Shares, other than (i) Purchaser, its directors and senior officers or any associate or affiliate of Purchaser or its directors or senior officers or (ii) any person or company acting jointly or in concert Purchaser or any of its directors or senior officers in connection with the Offer or any subsequent going private transaction. However, Policy 9.1 and Policy Q-27 provide that, except as described above. Purchaser may treat Shares acquired pursuant to the Offer as "minority" shares and to vote them, or to consider them voted, in favor of such going private transaction if the consideration per security in the going private transaction was disclosed at the time of the Offer. Under the Acquisition Agreement, the consideration for each Share in the Amalgamation must

be the Offer Price. Purchaser believes that the Shares acquired by Purchaser pursuant to the Offer, to the extent permitted by applicable law, will be counted as part of any minority approval required in connection with the Amalgamation. If the Minimum Condition is satisfied, the Minority Approval would be assured.

Promptly upon the purchase by Purchaser of Shares pursuant to the Offer and from time to time thereafter, Purchaser will be entitled to designate a number of directors on the Company's Board of Directors equal to the product of (i) the total number of directors on the Company's Board of Directors and (ii) Purchaser's percentage ownership of the outstanding Shares of the Company. The Company will either increase the size of the Company's Board of Directors or secure the resignation of the necessary number of directors to enable Purchaser's designees to be elected to the Company's Board of Directors, and will cause such designees to be elected to the Company's Board of Directors; provided, however, that at all times prior to the Completion of the Acquisition there will be at least two Continuing Directors. It is expected that C. Robert Cusick and F. Michael P. Warren will be the Continuing Directors.

Following the election or appointment of Purchaser's designees, any amendment of the Acquisition Agreement or the Articles of Association or the Memorandum of Association, any termination of the Acquisition Agreement by the Company, and any extension by the Company of the time for performance of obligations or the waiver of any rights under the Acquisition Agreement will require the concurrence of at least fifty percent of the Continuing Directors.

POSSIBLE EFFECTS OF THE OFFER ON THE MARKET FOR THE SHARES. The purchase of Shares pursuant to the Offer will reduce the number of Shares that might otherwise trade publicly and could adversely affect the liquidity and market value of the remaining Shares held by the public. The purchase of Shares pursuant to the Offer can also be expected to reduce the number of holders of Shares. Purchaser cannot predict whether the reduction in the number of Shares that might otherwise trade publicly could adversely affect the liquidity and market value of the remaining Shares held by the public. The purchase of Shares pursuant to the Offer can also be expected to reduce the number of holders of Shares. 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 it would cause future market prices to be greater or less than the Offer Price therefor.

STOCK QUOTATION. Depending upon the number of Shares purchased pursuant to the Offer, the Shares may no longer meet the listing requirements for the Nasdaq NMS, which require that an issuer have at least 200,000 publicly held shares, held by at least 400 shareholders or 300 shareholders of round lots, with a market value of at least U.S.$1,000,000, and have net tangible assets of at least U.S.$1,000,000, U.S.$2,000,000 or U.S.$4,000,000, depending on profitability levels during the issuer's four most recent fiscal years. If these standards are not met, the Shares might nevertheless continue to be publicly quoted in an over-the-counter market but if the number of holders of the Shares were to fall below 300, or if the number of publicly held Shares were to fall below 100,000 or there were not at least two registered and active market makers for the Shares, the NASD's rules provide that the Shares would no longer be "qualified" for NASD reporting and the NASD would cease to provide any quotations. Shares held directly or indirectly by directors, officers or beneficial owners of more than 10% of the Shares are not considered as being publicly held for this purpose. According to the Form 10-K, as of March 5, 1998, there were approximately 1,799 holders of Shares and there were 16,742,372 Shares outstanding. If, as a result of the purchase of Shares pursuant to the Offer or otherwise, the Shares no longer meet the listing requirements for Nasdaq NMS or for any other over-the-counter market, the market for Shares could be adversely affected.

In the event that the Shares no longer meet the requirements of the NASD for continued inclusion in any tier of the Nasdaq, it is possible that the Shares would continue to trade in an over-the-counter market and that price quotations would be reported by other sources. 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 remaining at such time, the interests in maintaining a market in 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.

EXCHANGE ACT REGISTRATION. The Shares are currently registered under the Exchange Act. The purchase of the Shares pursuant to the Offer may result in the Shares becoming eligible for deregistration under the Exchange Act. Registration of the Shares may be terminated upon application by the Company to the Commission if the Shares are not listed on a "national securities exchange" and there are fewer than 300 record holders of Shares. 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 the Commission and would make certain provisions of the Exchange Act, such as the short-swing profit recovery provisions of Section 16(b) and the requirements of furnishing a proxy statement in connection with stockholders' meetings pursuant to Section 14(a) or 14(c) and the related requirement of an annual report, no longer applicable to the Company. If the Shares are no longer registered under the Exchange Act, the requirements of Rule 13e-3 under the Exchange Act with respect to "going private" transactions would no longer be applicable to the Company. 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, with respect to certain persons, eliminated. If registration of the Shares under the Exchange Act were terminated, the Shares would no longer be "margin securities" or eligible for stock exchange listing or NASD reporting. Purchaser believes that the purchase of the Shares pursuant to the Offer may result in the Shares becoming eligible for deregistration under the Exchange Act, and it would be the intention of Purchaser to cause the Company to make an application for termination of registration of the Shares as soon as possible after successful completion of the Offer if the Shares are then eligible for such termination.

If registration of the Shares is not terminated prior to either the Compulsory Acquisition or the Amalgamation, then the registration of the Shares under the Exchange Act and the quotation of the Shares on the Nasdaq NMS will be terminated following the consummation of either the Compulsory Acquisition or the Amalgamation.

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 have the effect, among other things, of allowing brokers to extend credit on the collateral of such Shares for the purpose of buying, carrying or trading in securities ("Purpose Loans"). Depending upon factors such as the number of record holders of the Shares and the number and market value of publicly held Shares, following the purchase of Shares pursuant to the Offer, the Shares might no longer constitute "margin securities" for purposes of the Federal Reserve Board's margin regulations and, therefore, could no longer be used as collateral for Purpose Loans made by brokers. In addition, if registration of the Shares under the Exchange Act were terminated, the Shares would no longer constitute "margin securities."

13. CERTAIN CONDITIONS OF THE OFFER

Notwithstanding any other provision of the Offer, the obligation of Purchaser to accept for payment or pay for any Shares tendered pursuant to the Offer shall be subject to (the following being referred to as the "Offer Conditions") (i) the Minimum Condition, (ii) the expiration or termination of any applicable waiting period under the HSR Act, the Canadian Competition Act, the Investment Canada Act or any laws, regulations relating to the regulation of monopolies or competition in Germany or any applicable requirements of the United Kingdom Fair Trading Act , (iii) obtaining or satisfying, on terms satisfactory to Parent in its reasonable discretion, of any other material applicable approval, permit, authorization, consent or waiting period of any domestic, foreign or supranational governmental, administrative or regulatory agency located or having jurisdiction within the United States or any other country or economic region in which the Company or any of its subsidiaries or Parent or any of its subsidiaries, directly or indirectly, has material assets or operations; PROVIDED, that prior to August 31, 1998, Purchaser shall not terminate the Offer by reason of the nonsatisfaction of any of the conditions set forth in clauses (ii) or (iii) above or in paragraphs (a) or (b) below if such nonsatisfaction is curable and shall

extend the Offer (it being understood that this proviso shall not prohibit Purchaser from terminating the Offer or failing to extend the Offer by reason of the nonsatisfaction of any other condition of the Offer), and (iv) to the satisfaction or waiver of the following conditions:

(a) NO PROHIBITION. There shall not have been any action or proceeding brought by any governmental authority before any court, or any order or preliminary or permanent injunction entered in any action or proceeding before any court or governmental, administrative or regulatory authority or any statute, rule, regulation, legislation, interpretation judgment or order proposed or sought, enacted, entered, enforced, promulgated, amended, issued or deemed applicable to the Company or any subsidiary or affiliate of Purchaser or the Company or the Offer, the Completion of the Acquisition or the transactions contemplated by the Acquisition Agreement, by any legislative body, court, government or governmental, administrative or regulatory authority which could reasonably be expected to have the effect of: (i) making illegal or otherwise restraining or prohibiting the making of the Offer, the acceptance for payment of, payment for, or ownership of, some of or all the Shares by Parent or Purchaser, the consummation of any of the transactions contemplated by the Acquisition Agreement or materially delaying the Completion of the Acquisition; (ii) prohibiting or materially limiting the ownership or operation by the Company or any of its subsidiaries or by Parent or any of its subsidiaries, of all or any material portion of the business or assets of the Company or any of its subsidiaries or Parent or any of its subsidiaries, or compelling Purchaser, Parent or any of Parent's subsidiaries to dispose of or hold separate all or any material portion of the business or assets of the Company or any of its subsidiaries or Parent or any of its subsidiaries, as a result of the transactions contemplated by the Acquisition Agreement; (iii) imposing or confirming material limitations on the ability of Purchaser, Parent or any of Parent's subsidiaries effectively to acquire or hold or to exercise full rights of ownership of Shares, including, without limitation, the right to vote any Shares on all matters properly presented to the shareholders of the Company, including, without limitation, the adoption and approval of the Acquisition Agreement and the Completion of the Acquisition or the right to vote any shares of capital stock of any subsidiary of the Company; or (iv) requiring divestiture by Parent or Purchaser, directly or indirectly, of any Shares.

(b) OUTSIDE EVENTS. There shall not have occurred (i) any general suspension of trading in, or limitation on prices for, securities on any securities exchange or in the over-the-counter market in the United States (ii) the declaration of a banking moratorium or any suspension of payments in respect of banks in the United States (whether or not mandatory) or (iii) any limitation (whether or not mandatory) by any United States governmental authority or agency on the extension of credit by banks or other financial institutions or (iv) in the case of any of the situations described in clauses (i) through (iii) inclusive, existing as of the date of the Acquisition Agreement or at the date hereof, a material acceleration or worsening thereof.

(c) AWARENESS. There shall not have occurred or be occurring, or Purchaser shall not have become aware of any event or condition that would reasonably be expected to result in, a material adverse effect.

(d) PERFORMANCE. The Company shall have performed in all material respects its covenants and agreements under the Acquisition Agreement.

(e) REPRESENTATIONS AND WARRANTIES TRUE. The representations and warranties of the Company set forth in the Acquisition Agreement that are qualified as to materiality shall be true and correct as of the Effective Time or any of the representations and warranties of the Company set forth in the Acquisition Agreement that are not so qualified shall be true and correct in all material respects, in each case if such representations and warranties were made at the time of such determination (or, in the case of any representation and warranty made as of

a specified date, as of such date and if curable shall not have failed to cure such failure to be true and correct within ten business days of receipt of notice of such failure to be true and correct.

(f) NO TERMINATION. The Acquisition Agreement shall not have been terminated in accordance with its terms.

(g) APPROVAL. The Company's Board of Directors shall not have withdrawn or modified in a manner adverse to Purchaser its approval or recommendation of the Offer, the Acquisition Agreement or the Consummation of the Acquisition or shall not have recommended, or the Company shall not have entered into an agreement providing for, a Superior Proposal, or the Company's Board of Directors shall not have resolved to do any of the foregoing.

(h) RIGHTS PLAN. The Company shall not have failed to adopt the Rights Plan Amendments and Determinations and shall not amend or modify its Rights Plan in a manner that would in any way nullify or conflict with the Rights Plan Amendments and Determinations, and shall not adopt any new shareholder rights plan or agreement or similar agreement, plan or measure that would nullify or conflict with the Rights Plan Amendments and Determinations or that would have an adverse effect on Parent, Purchaser or any of their subsidiaries if Parent, Purchaser or any of their subsidiaries purchase or acquire, or propose to purchase or acquire, any securities of the Company or enter into any agreement requiring or permitting the purchase or acquisition of any securities of the Company.

Purchaser shall not be required to accept for payment or pay for any Shares tendered pursuant to the Offer if any of the above conditions occurs, which, in the reasonable judgment of Purchaser in any such case, and regardless of the circumstances (including any action or omission by Purchaser) giving rise to any such condition makes it inadvisable to proceed with such acceptance for payment or payments for Shares.

The foregoing conditions are for the sole benefit of Purchaser and may be asserted by Purchaser regardless of the circumstances giving rise to any such condition or may be waived by Purchaser in whole or in part at any time or from time to time in its sole discretion. The failure by Purchaser 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 or circumstances shall not be deemed a waiver with respect to any other facts or circumstances, and each such right shall be deemed an ongoing right that may be asserted at any time or from time to time.

14. DIVIDENDS AND DISTRIBUTIONS

If the Company should (a) split, combine or otherwise change the Shares or its capitalization, (b) acquire currently outstanding Shares or otherwise cause a reduction in the number of outstanding Shares or (c) issue or sell additional Shares, shares of any other class of capital stock, other voting securities or any securities convertible into, or rights, warrants or options, conditional or otherwise, to acquire, any of the foregoing, then subject to the provisions of Section 1 above, Purchaser, in its sole discretion, may make such adjustments as it deems appropriate in the Offer Price and other terms of the Offer, including, without limitation, the number or type of securities offered to be purchased.

If the Company should declare or pay any cash dividend on the Shares or make other distributions on the Shares or issue with respect to the Shares, any additional shares, shares of any other class of capital stock, other voting securities or any securities convertible into, or rights, warrants or options, conditional or otherwise, to acquire, any of the foregoing, payable or distributable to shareholders of record on a date prior to the transfer of the Shares purchased pursuant to the Offer to Purchaser or its nominee or transferee on the Company's share transfer records, then, subject to the provisions of Section 1 above, (a) the Offer Price may, in the sole discretion of Purchaser, be reduced by the amount of

any such cash dividend or cash distribution and (b) the whole of any such noncash dividend, distribution or issuance to be received by the tendering shareholders will (i) be received and held by the tendering shareholders for the account of Purchaser and will be required to be promptly remitted and transferred by each tendering shareholder to the Depositary for the account of Purchaser, accompanied by appropriate documentation of transfer, or (ii) at the direction of Purchaser, be exercised for the benefit of Purchaser, in which case the proceeds of such exercise will promptly be remitted to Purchaser. Pending such remittance and subject to applicable law, Purchaser will be entitled to all rights and privileges as owner of any such noncash dividend, distribution, issuance or proceeds and may withhold the entire Offer Price or deduct from the Offer Price the amount or value thereof, as determined by Purchaser in its sole discretion.

15. CERTAIN LEGAL MATTERS; REGULATORY APPROVALS

GENERAL

Except as described below, Purchaser is not aware of any governmental license or regulatory permit that appears to be material to the business of the Company and its subsidiaries, taken as a whole, that might be adversely affected by Purchaser's acquisition of the Company's 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 Purchaser as contemplated herein. Should any such approval or other action be required, Purchaser and Parent currently contemplate that such approval or other action will be sought. Except as otherwise expressly described in this Section 15, Purchaser does not presently intend to delay the acceptance for payment of or payment for Shares tendered pursuant to the Offer pending the outcome of any such matter. Purchaser is unable to predict whether it may determine that it is required to delay the acceptance for payment of or payment for 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 the failure to obtain any such approval or other action might not result in consequences adverse to the Company's business or that certain parts of the Company's business might not have to be disposed of, any of which could cause Purchaser to decline to accept for payment or pay for any Shares tendered. See Section 13 for certain conditions to the Offer.

ANTITRUST

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 of the Company by Purchaser pursuant to the Offer is subject to such requirements.

Under the provisions of the HSR Act applicable to the Offer, the purchase of Shares under the Offer may be consummated following the expiration of a 15 calendar day waiting period following the filing by Parent of a Notification and Report Form with respect to the Offer, unless Parent receives a request for additional information or documentary material from the Antitrust Division or the FTC or unless early termination of the waiting period is granted. Parent expects that such filing will be made on or about March 23, 1998 and such waiting period will expire at 11:59 p.m., New York City time, on or about April 7, 1998. If, within their initial 15 calendar day waiting period, either the Antitrust Division or the FTC requests additional information or documentary material from Parent concerning the Offer, the waiting period will be extended and would expire at 11:59 p.m., New York City time, on the tenth calendar day after the date of substantial compliance by Parent with such request. Only one extension of the waiting period pursuant to a request for additional information is authorized by the HSR Act. Thereafter, such waiting period may be extended only by court order or with the consent of Parent. In practice, complying with a

request for additional information or documentary material can take a significant amount of time. In addition, if the Antitrust Division or the FTC raises substantive issues in connection with a proposed transaction, the parties frequently engage in negotiations with the relevant governmental agency concerning possible means of addressing those issues and may agree to delay consummation of the transaction while such negotiations continue.

A request is being made pursuant to the HSR Act for early termination of the waiting period applicable to the Offer. There can be no assurance, however, that the 15 calendar day HSR Act waiting period will be terminated early. Shares of the Company will not be accepted for payment or paid for pursuant to the Offer until the expiration or earlier termination of the applicable waiting period under the HSR Act. See Section 13. Any extension of the waiting period will not give rise to any withdrawal rights not otherwise provided for by applicable law. See Section 4. If Purchaser's acquisition of Shares is delayed pursuant to a request by the Antitrust Division or the FTC for additional information or documentary material pursuant to the HSR Act, the Offer may, but need not, be extended.

The FTC and the Antitrust Division frequently scrutinize the legality under the antitrust laws of transactions such as the acquisition of Shares of the Company by Purchaser pursuant to the Offer. At any time before or after Purchaser's purchase of Shares pursuant to the Offer, the Antitrust Division or the FTC could take such action under the antitrust laws as it deems necessary or desirable in the public interest, including seeking to enjoin the purchase of Shares pursuant to the Offer or the consummation of the Acquisition or seeking the divestiture of Shares acquired by Purchaser or the divestiture of substantial assets of Parent or its subsidiaries, or the Company or its subsidiaries. Private parties may also bring legal action under the antitrust laws under certain circumstances. 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, of the result thereof.

FOREIGN REGULATIONS

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 Shares of the Company by Purchaser pursuant to the Offer and the consummation of the Acquisition may be subject to such requirements with regard to the German subsidiaries of the Company and Parent. Parent expects to file such information on or about March 27, 1998; and such waiting period will expire on or about April 27, 1998 or may be extended by the FCO for a total of four 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. Purchaser does not believe that the consummation of the Offer will become 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. However, there can be no assurance that a challenge to the Offer on such grounds will not be made or, if such a challenge is made, of the result thereof.

16. FEES AND EXPENSES

Goldman, Sachs & Co. are acting as Dealer Managers in the United States and Goldman Sachs Canada are acting as Dealer Managers in Canada in connection with the Offer and Goldman, Sachs & Co. have provided certain financial advisory services in connection with the acquisition of the Company. Parent has agreed to pay Goldman, Sachs & Co. a transaction fee of $2,000,000 when the Offer and the acquisition are consummated. Parent has also agreed to reimburse the Dealer Managers for all reasonable out-of-pocket expenses incurred by the Dealer Managers, including the reasonable fees and expenses of legal counsel, and to indemnify the Dealer Managers against certain liabilities and expenses in connection with its engagement, including certain liabilities under the federal securities laws.

Goldman, Sachs & Co. have from time to time, and continues to, render various investment banking services to Parent and its affiliates, for which it is paid customary fees.

Purchaser has retained Georgeson & Company Inc. to act as the Information Agent, and to act as the Depositary, in connection with the Offer. The Information Agent may contact holders of Shares by mail, telephone, telex, telegraph and personal interview and may request brokers, dealers and other nominee shareholders to forward the Offer materials to beneficial owners. Each of the Information Agent and the Depositary will receive reasonable and customary compensation for their respective services, will be reimbursed for certain reasonable out-of-pocket expenses and will be indemnified against certain liabilities and expenses in connection with the Offer, including certain liabilities under the federal securities laws.

Except as set forth above, Purchaser will not pay any fees or commissions to any broker or dealer or other person for soliciting tenders of Shares pursuant to the Offer. Brokers, dealers, commercial banks and trust companies will, upon request, be reimbursed by Purchaser for customary mailing and handling expenses incurred by them in forwarding the Offer materials to their customers.

17. MISCELLANEOUS

The Offer is being made solely by this Offer to Purchase and the related Letter of Transmittal 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 of the Company residing 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. However, Purchaser may, in its discretion, take such action as it may deem necessary to make the Offer in any jurisdiction and extend the Offer to holders of Shares in such jurisdiction. In any jurisdiction 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 Purchaser by the Dealer Managers or one or more registered brokers or dealers that are licensed under the laws of such jurisdiction.

Parent and Purchaser have filed with the Commission the Schedule 14D-1 pursuant to Rule 14d-3 under the Exchange Act containing certain additional information with respect to the Offer. Such Schedule and any amendments thereto, including exhibits, may be examined and copies may be obtained from the principal office of the Commission in the manner set forth in Section 7 (except that they will not be available at the regional offices of the Commission).

NO PERSON HAS BEEN AUTHORIZED TO GIVE ANY INFORMATION OR MAKE ANY REPRESENTATION ON BEHALF OF PURCHASER OR PARENT NOT CONTAINED IN THIS OFFER TO PURCHASE OR IN THE LETTER OF TRANSMITTAL AND, IF GIVEN OR MADE, SUCH INFORMATION OR REPRESENTATIONS MUST NOT BE RELIED UPON AS HAVING BEEN AUTHORIZED.

APPROVAL AND CERTIFICATE

The contents of the Offer to Purchase have been approved and the sending, communication or delivery hereof to the shareholders of the Company has been authorized by the Board of Directors of Purchaser. The foregoing contains no untrue statement of a material fact and does not omit to state a material fact that is required to be stated or that is necessary to make a statement not misleading in light of the circumstances in which it was made. In addition, the foregoing does not contain any misrepresentation likely to affect the value or the market price of the Shares.

Dated: March 20, 1998

AAC Acquisition Ltd.,
an indirect wholly owned subsidiary of
Abbott Laboratories

/s/ MILES D. WHITE	/s/ THOMAS C. FREYMAN
Miles D. White	Thomas C. Freyman
PRESIDENT	TREASURER

On behalf of the Board of Directors

/s/ JEFFREY L. SMITH	/s/ PETER J. O'CALLAGHAN
Jeffrey L. Smith	Peter J. O'Callaghan
DIRECTOR	DIRECTOR

SCHEDULE I

DIRECTORS AND EXECUTIVE OFFICERS OF PARENT AND PURCHASER

A. DIRECTORS AND EXECUTIVE OFFICERS OF PARENT

The following table sets forth the name, present principal occupation or employment and material occupation, positions, offices or employment for the past five years of each director and executive officer of Parent. Unless otherwise indicated below, the address of each director and officer is 100 Abbott Park Road, Abbott Park, Illinois 60064 and each such person is a citizen of the United States.

NAME AND BUSINESS ADDRESS	PRESENT PRINCIPAL OCCUPATION OF EMPLOYMENT AND FIVE-YEAR EMPLOYMENT HISTORY
K. Frank Austen, M.D.	Dr. Austen has been a director since 1983. He is the Theodore B. Bayles Professor of Medicine on the faculty of Harvard Medical School. Dr. Austen also is a director of Humana Inc.
Duane L. Burnham	Mr. Burnham has served as a director of Parent since 1985, as Chairman of the Board of Parent since 1990 and as Chief Executive Officer of Parent since 1989. He also is a director of NCR Corporation, Northern Trust Corporation, Sara Lee Corporation and Evanston Northwestern Healthcare.
H. Laurance Fuller	Mr. Fuller has been a director since 1988. He has served as Chairman and Chief Executive Officer of Amoco Corporation ("Amoco") since 1991. From 1983 to 1995, Mr. Fuller was the President of Amoco. He also is a director of The Chase Manhattan Corporation and The Chase Manhattan Bank, N.A. and Motorola, Inc.
Thomas R. Hodgson	Mr. Hodgson has served as a director of Parent since 1985 and as President and Chief Operating Officer of Parent since 1990. He joined Parent in 1972 and held various operational positions with Parent.
David A. Jones	Mr. Jones has been a director since 1982. He is the co-founder of Humana Inc. He is the chairman and retired Chief Executive Officer of Humana Inc. He served as both its Chairman and Chief Executive Officer from its organization in 1961 until he retired as Chief Executive Officer on December 1, 1997.

NAME AND BUSINESS ADDRESS	PRESENT PRINCIPAL OCCUPATION OF EMPLOYMENT AND FIVE-YEAR EMPLOYMENT HISTORY
The Rt. Hon. Lord Owen CH.....	Lord Owen has been a director since 1996. David Owen 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 was made a Member of the House of Lords. In August 1992, the European Union, as part of its peace seeking efforts in the Balkans, 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 a director of Coats Viyella plc and Riceman Investment Services (BVI) Limited and Executive Chairman of Middlesex Holdings plc.
Boone Powell, Jr.....	Mr. Powell has been a director since 1985. He has served as President and Chief Executive Officer of Baylor University Medical Center since 1980. Mr. Powell is also President and Chief Executive Officer of Baylor Health Care System and a director of Comerica Bank-Texas, Physician Reliance Network and Healthway Interactive.
Addison Barry Rand.....	Mr. Rand has been a director since 1992. He has served as Executive Vice President of Xerox Corporation since 1992. From 1986 to 1993, he was President of Xerox Corporation's U.S. Marketing Group. Mr. Rand also serves as a director of Ameritech Corporation and Honeywell, Inc.
W. Ann Reynolds, Ph.D.....	Dr. Reynolds has been a director since 1980. In 1977, Dr. Reynolds was appointed President of the University of Alabama at Birmingham. She served as Chancellor of The City University of New York from 1990 to 1997. Dr. Reynolds also is a director of Humana, Inc., Maytag Corporation and Owens-Corning Fiberglas Corp.

NAME AND BUSINESS ADDRESS	PRESENT PRINCIPAL OCCUPATION OF EMPLOYMENT AND FIVE-YEAR EMPLOYMENT HISTORY
William D. Smithburg.....	Mr. Smithburg has been a director since 1982. He is Retired Chairman, President and Chief Executive Officer of The Quaker Oats Company. Mr. Smithburg retired from Quaker Oats in October 1997. Mr. Smithburg became President and Chief Executive Officer at Quaker Oats in 1981, Chairman and Chief Executive Officer in 1983 and also served as President from November 1990 to January 1993 and from November 1995 until he retired. He is also a director of Northern Trust Corporation, Corning Incorporated and Prime Capital Corp.
John R. Walter.....	Mr. Walter has been a director since 1990. Mr. Walter served as President and Chief Operating Officer of AT&T Corporation from October 1996 until July 1997. Prior to that time, Mr. Walter was Chairman and Chief Executive Officer of R.R. Donnelley & Sons Company, a printing company. Mr. Walter joined R.R. Donnelley & Sons Company in 1969 and was named group President in 1985 and Executive Vice President in 1986. He was elected President in 1987 and Chairman of the Board and Chief Executive Officer in 1989. Mr. Walter was elected to the Donnelley board in 1987 and served on its board until October of 1996. Mr. Walter serves as a director of Dayton Hudson Corporation, Deere & Company, and LaSalle Partners.
William L. Weiss.....	Mr. Weiss has been a director since 1984. He became Chairman and Chief Executive Officer of Ameritech Corporation in 1983 and served in that capacity until January 1994 when he was named Chairman of the Board. Since May 1994, Mr. Weiss has been Chairman Emeritus of that Board. Mr. Weiss also is a director of The Quaker Oats Company, Merrill Lynch & Co., Inc. and Tenneco Corporation.

NAME AND BUSINESS ADDRESS	PRESENT PRINCIPAL OCCUPATION OF EMPLOYMENT AND FIVE-YEAR EMPLOYMENT HISTORY
Joy A. Amundson.....	Ms. Amundson has served as Senior Vice President, Ross Products of Parent since 1998. From 1995 to 1998, she served as Senior Vice President, Chemical and Agricultural Products. From 1994 to 1995, she served as Vice President, Abbott HealthSystems. From 1993 to 1994, she served as Vice President, Corporate Hospital Marketing.
Catherine V. Babington.....	Ms. Babington has served as Vice President, Investor Relations and Public Affairs of Parent since 1995. From 1993 to 1995, she served as Director, Corporate Communications.
Thomas D. Brown.....	Mr. Brown has served as Senior Vice President, Diagnostic Operations of Parent since 1998. From 1993 to 1998, he served as Vice President, Diagnostic Commercial Operations. In 1993, he served as Divisional Vice President, Diagnostic Commercial Operations.
Gary R. Byers.....	Mr. Byers has served as Vice President, Internal Audit of Parent since 1993. In 1993, he served as Divisional Vice President, Corporate Auditing.
Paul N. Clark.....	Mr. Clark has served as Executive Vice President of Parent since 1998. From 1993 to 1998, he served as Senior Vice President, Pharmaceutical Operations.
Gary P. Coughlan.....	Mr. Coughlan has served as Senior Vice President, Finance and Chief Financial Officer of Parent since 1993.
Jose M. de Lasa.....	Mr. de Lasa has served as Senior Vice President, Secretary and General Counsel of Parent since 1994. In 1994, he served as Vice President, Secretary and Associate General Counsel, Bristol-Myers Squibb Company. From 1993 to 1994, he served as Vice President and Associate General Counsel, Bristol-Myers Squibb Company.

NAME AND BUSINESS ADDRESS	PRESENT PRINCIPAL OCCUPATION OF EMPLOYMENT AND FIVE-YEAR EMPLOYMENT HISTORY
William G. Dempsey	Mr. Dempsey has served as Senior Vice President, Chemical and Agricultural Products of Parent since 1998. From 1996 to 1998, he served as Vice President, Hospital Products Business Sector. From 1995 to 1996, he served as Divisional Vice President, Hospital Products Business Sector Sales. From 1993 to 1995, he served as Divisional Vice President and General Manager, Abbott Critical Care Systems.
Kenneth W. Farmer	Mr. Farmer has served as Vice President, Management Information Services and Administration of Parent since 1993.
Thomas C. Freyman	Mr. Freyman has served as Vice President and Treasurer of Parent since 1993.
Richard A. Gonzalez	Mr. Gonzalez has served as Senior Vice President, Hospital Products of Parent since 1998. From 1995 to 1998, he served as Vice President, Abbott HealthSystems. From 1993 to 1995, he served as Divisional Vice President and General Manager, U.S. and Canada Diagnostics.
Arthur J. Higgins	Mr. Higgins has served as Senior Vice President, Pharmaceutical Operations of Parent since 1998. From 1996 to 1998, he served as Vice President, Pacific, Asia, and Africa Operations. From 1995 to 1996, he served as Divisional Vice President, Pacific, Asia, and Africa Operations. From 1994 to 1995, he served as Divisional Vice President, Commercial Operations, Abbott International Division. From 1993 to 1994, he served as Regional Director, Europe, Africa, and Middle East. Mr. Higgins is a British subject.
John G. Kringel	Mr. Kringel has served as Senior Vice President of Parent since 1998. From 1993 to 1998, he served as Senior Vice President, Hospital Products.
John F. Lussen	Mr. Lussen has served as Vice President, Taxes of Parent since 1993.
Thomas M. McNally	Mr. McNally has served as Senior Vice President of Parent since 1998. From 1993 to 1998, he served as Senior Vice President, Ross Products. In 1993, he served as Senior Vice President, Chemical and Agricultural Products.

NAME AND BUSINESS ADDRESS	PRESENT PRINCIPAL OCCUPATION OF EMPLOYMENT AND FIVE-YEAR EMPLOYMENT HISTORY
Theodore A. Olson	Mr. Olson has served as Vice President and Controller of Parent since 1993.
Robert L. Parkinson, Jr	Mr. Parkinson has served as Executive Vice President of Parent since 1998. From 1995 to 1998, he served as Senior Vice President, International Operations. From 1993 to 1995, he served as Senior Vice President, Chemical and Agricultural Products. In 1993, he served as Vice President, European Operations.
Marcia A. Thomas	Ms. Thomas has served as Vice President, Quality Assurance and Regulatory Affairs of Parent since 1996. From 1995 to 1996, she served as Divisional Vice President, Quality Assurance and Regulatory Affairs, Diagnostics Division. From 1993 to 1995, she served as Divisional Vice President and General Manager, Infectious Diseases Diagnostics.
Ellen M. Walvoord	Ms. Walvoord has served as Senior Vice President, Human Resources of Parent since 1995. From 1993 to 1995, she served as Vice President, Investor Relations and Public Affairs.
H. Thomas Watkins	Mr. Watkins has served as Vice President, Abbott HealthSystems of Parent since 1998. From 1996 to 1998, he served as Vice President, Diagnostics Operations, Asia and Pacific. From 1994 to 1996, he served as Divisional Vice President and General Manager, Asia and Pacific Diagnostics. In 1993, he served as Divisional Vice President and Sector General Manager, Diagnostics Division.
Steven J. Weger, Jr	Mr. Weger has served as Vice President, Corporate Planning and Development of Parent since 1996. From 1994 to 1996, he served as Divisional Vice President, Strategic Planning and Technology Assessment, Diagnostics Division. In 1993, he served as Director, Strategic Planning, Diagnostics Division.

NAME AND BUSINESS ADDRESS	PRESENT PRINCIPAL OCCUPATION OF EMPLOYMENT AND FIVE-YEAR EMPLOYMENT HISTORY
Josef Wendler.....	Mr. Wendler has served as Senior Vice President, International Operations of Parent since 1998. From 1995 to 1998, he served as Vice President, European Operations. From 1993 to 1995, he served as Vice President, Pacific, Asia, and Africa Operations. In 1993, he served as Divisional Vice President, Pacific, Asia, and Africa. Mr. Wendler is a German citizen.
Miles D. White.....	Mr. White has served as Executive Vice President of Parent since 1998. From 1994 to 1998, he served as Senior Vice President, Diagnostic Operations. From 1993 to 1994, he served as Vice President, Diagnostic Systems and Operations. In 1993, he served as Divisional Vice President and General Manager, Diagnostic Systems and Operations.
Lance B. Wyatt.....	Mr. Wyatt has served as Vice President, Corporate Engineering of Parent since 1995. From 1993 to 1995, he served as Divisional Vice President, Quality Assurance and Regulatory Affairs, Pharmaceutical Division.

B. DIRECTORS AND EXECUTIVE OFFICERS OF PURCHASER

The following table sets forth the name, business address, present principal occupation or employment and material occupations, positions, offices or employment for the past five years of each director and executive officer of Purchaser. Unless otherwise indicated below, the address of each director and officer is: 100 Abbott Park Road, Abbott Park, Illinois 60064 and each such person is a citizen of the United States.

NAME AND BUSINESS ADDRESS	PRESENT PRINCIPAL OCCUPATION OF EMPLOYMENT AND FIVE-YEAR EMPLOYMENT HISTORY
Miles D. White	President and Director. Mr. White has served as Executive Vice President of Parent since 1998. From 1994 to 1998, he served as the Senior Vice President, Diagnostic Operations. From 1993 to 1994, Mr. White was Vice President, Diagnostic Systems and Operations after having served as Divisional Vice President and General Manager, Diagnostic Systems and Operations in 1993.
Thomas D. Brown	Vice President. Mr. Brown was named Senior Vice President, Diagnostic Operations of Parent in 1998, after having served as Vice President Diagnostic Commercial Operations from 1993 to 1998. In 1993, Mr. Brown served as Divisional Vice President, Diagnostic Commercial Operations.
Gary P. Coughlan	Vice President. Mr. Coughlan has served as Senior Vice President, Finance and Chief Financial Officer of Parent since 1993.
John F. Lussen	Vice President, Taxes. Mr. Lussen has served as Vice President, Taxes of Parent since 1993.
Thomas C. Freyman	Treasurer. Mr. Freyman has served as Vice President and Treasurer of Parent since 1993.
Charles M. Brock	Secretary. Mr. Brock has served as Divisional Vice President, Associate General Counsel, International Legal Operations and Assistant Secretary of Parent since 1993.
Honey Lynn Goldberg	Assistant Secretary. Ms. Goldberg has served as Divisional Vice President, Domestic Legal Operations and Assistant Secretary of Parent since 1995. Ms. Goldberg served as Division Counsel, Domestic Legal Operations of Parent from 1993 to 1995.

NAME AND BUSINESS ADDRESS	PRESENT PRINCIPAL OCCUPATION OF EMPLOYMENT AND FIVE-YEAR EMPLOYMENT HISTORY
Jefferey L. Smith	Director. Mr. Smith has been the General Manager of the Diagnostics Division of Abbott Laboratories Limited since September 1997. Mr. Smith was the Director, Ross from September 1994 to September 1997. He was also the Business Unit Manager, Infant Nutrition from November 1991 to September 1994. Mr. Smith is a Canadian citizen. Mr. Smith's business address is 7115 Millcreek Drive, Second Floor, Mississauga, Ontario L5N3R3.
Peter J. O'Callaghan	Director. Mr. O'Callaghan has been a partner at the law firm Blake, Cassels & Graydon since July 1995. Mr. O'Callaghan was also a partner at the law firm Bull Housser & Tupper from 1989 to 1995. He is a Canadian citizen and a British Columbia resident. Mr. O'Callaghan's business address is 595 Burrard Street, P.O. Box 49314, Vancouver, British Columbia V7X1L3.

THE DEPOSITARY FOR THE OFFER IS:
THE BANK OF NEW YORK

By Mail:	By Facsimile Transmission:	By Hand or Overnight Courier:
Tender & Exchange Department	(for Eligible Institutions Only)	Tender & Exchange Department
P.O. Box 11248	(212) 815-6213	101 Barclay Street
Church Street Station		Receive & Deliver Window
New York, New York 10286-1248		New York, New York 10286

For Information Telephone:
(800) 507-9357

Questions and requests for assistance may be directed to the Information Agent or the Dealer Managers at their respective addresses and telephone numbers listed below. Additional copies of this Offer to Purchase, the Letter of Transmittal and other tender offer materials may be obtained from the Information Agent as set forth below and will be furnished promptly at Purchaser's expense. You may also contact the Dealer Managers or your broker, dealer, commercial bank, trust company or other nominee for assistance concerning the Offer.

THE INFORMATION AGENT FOR THE OFFER IS:

[LOGO]

Wall Street Plaza
New York, New York 10005
Banks and Brokers call collect (212) 440-9800

CALL TOLL FREE: 1-800-223-2064

THE DEALER MANAGERS FOR THE OFFER ARE:

IN THE UNITED STATES:	IN CANADA:
GOLDMAN, SACHS & CO.	GOLDMAN SACHS CANADA
85 Broad Street	150 King Street West
New York, New York 10004	Toronto, Ontario M5H 109
(212) 902-1000 (collect)	(416) 343-8900
(800) 323-5678 (toll free)	

LETTER OF TRANSMITTAL

TO TENDER COMMON SHARES

OF

INTERNATIONAL MUREX

TECHNOLOGIES CORPORATION

PURSUANT TO THE OFFER TO PURCHASE DATED MARCH 20, 1998

OF

AAC ACQUISITION LTD.

AN INDIRECT WHOLLY OWNED SUBSIDIARY OF

ABBOTT LABORATORIES

- ---

THE OFFER AND WITHDRAWAL RIGHTS EXPIRE AT 12:00 MIDNIGHT, NEW YORK CITY TIME, ON THURSDAY, APRIL 16, 1998, UNLESS THE OFFER IS EXTENDED.

- ---

To: The Bank of New York, Depositary

BY MAIL:	BY FACSIMILE TRANSMISSION:	BY HAND OR OVERNIGHT COURIER:
Tender & Exchange Department	(212) 815-6213	Tender & Exchange Department
P.O. Box 11248	(For Eligible Institutions Only)	101 Barclay Street
Church Street Station		Receive & Deliver Window
New York, NY 10286-1248	CONFIRM FACSIMILE BY TELEPHONE:	New York, NY 10286
	(800) 507-9357	
	(For Confirmation Only)	

DELIVERY OF THIS LETTER OF TRANSMITTAL TO AN ADDRESS OTHER THAN AS SET FORTH ABOVE OR TRANSMISSION OF INSTRUCTIONS VIA A FACSIMILE TRANSMISSION TO A NUMBER OTHER THAN AS SET FORTH ABOVE WILL NOT CONSTITUTE A VALID DELIVERY. THE INSTRUCTIONS ACCOMPANYING THIS LETTER OF TRANSMITTAL SHOULD BE READ CAREFULLY BEFORE THIS LETTER OF TRANSMITTAL IS COMPLETED.

This Letter of Transmittal is to be used by shareholders if certificates for Shares (as defined below) are to be forwarded herewith or, unless an Agent's Message (as defined in the Offer to Purchase) is utilized, if delivery of Shares is to be made by book-entry transfer to the Depositary's account at The Depository Trust Company or Philadelphia Depository Trust Company (hereinafter collectively referred to as the "Book-Entry Transfer Facilities") pursuant to the procedures set forth under "The Tender Offer--3. Procedure for Tendering Shares" in the Offer to Purchase dated March 20, 1998. Shareholders who tender Shares by book-entry transfer are referred to herein as "Book-Entry Shareholders."

Shareholders who cannot deliver their Shares and all other documents required hereby to the Depositary on or prior to the Expiration Date (as defined in the Offer to Purchase) or who cannot complete the procedures for book-entry transfer on a timely basis, must tender their Shares pursuant to the guaranteed delivery procedure set forth

under "The Tender Offer--3. Procedure for Tendering Shares" in the Offer to Purchase. See Instruction 2. Delivery of documents to one of the Book-Entry Transfer Facilities does not constitute delivery to the Depositary.

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 Certificates)	SHARES TENDERED (ATTACH ADDITIONAL LIST IF NECESSARY)		
	CERTIFICATE NUMBER(S)*	TOTAL NUMBER OF SHARES REPRESENTED BY CERTIFICATE(S)*	NUMBER OF SHARES TENDERED**
	TOTAL SHARES		

* Need not be completed by shareholders tendering by book-entry transfer.
** Unless otherwise indicated, it will be assumed that all Shares represented by any certificates delivered to the Depositary are being tendered.
See Instruction 4.

INSTRUCTIONS
FORMING PART OF THE TERMS AND CONDITIONS OF THE OFFER

1. GUARANTEE OF SIGNATURES. Except as otherwise provided below, all signatures on this Letter of Transmittal must be guaranteed by a member firm of a registered national securities exchange, a member of the National Association of Securities Dealers, Inc., a financial institution (including most banks, trust companies, savings and loan associations and brokerage houses) which is a participant in the Securities Transfer Agents Medallion Program, the New York Stock Exchange Medallion Signature Program or the Stock Exchange Medallion Program and a Canadian chartered bank, a trust company in Canada, a commercial bank or trust company having an office, branch or agency in the U.S. or a member firm of the Toronto, Montreal or Vancouver Stock Exchanges (an "Eligible Institution"). Signatures on this Letter of Transmittal need not be guaranteed (a) if this Letter of Transmittal is signed by the registered holder(s) of the Shares (which term, for purposes of this document, shall include any participant in one of the Book-Entry Transfer Facilities whose name appears on a security position listing as the owner of Shares) tendered herewith and such holder(s) have not completed the instruction entitled "Special Delivery Instruments" or "Special Payment Instructions" on this Letter of Transmittal or (b) if such Shares are tendered for the account of an Eligible Institution. See Instruction 5.

2. DELIVERY OF LETTER OF TRANSMITTAL AND SHARES. This Letter of Transmittal is to be used either if certificates are to be forwarded herewith pursuant to the procedures set forth in "The Tender Offer--3. Procedure for Tendering Shares" of the Offer to Purchase. Certificates for all physically delivered Shares, or a confirmation of a book-entry transfer into the Depositary's account at one of the Book-Entry Transfer Facilities of all Shares delivered electronically, as well as a properly completed and duly executed Letter of Transmittal (or facsimile thereof) (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 at one of its addresses set forth on the front page of this Letter of Transmittal by the Expiration Date. Shareholders who cannot deliver their Shares and all other required documents to the Depositary by the Expiration Date must tender their Shares pursuant to the guaranteed delivery procedure set forth in "The Tender Offer--3. Procedure for Tendering Shares" of the Offer to Purchase. Pursuant to such procedure: (a) such tender must be made by or through an Eligible Institution, (b) a properly completed and duly executed Notice of Guaranteed Delivery substantially in the form provided by AAC Acquisition Ltd. ("Purchaser") must be received by the Depositary by the Expiration Date, and (c) the certificates for all physically delivered Shares, or a confirmation of a book-entry transfer into the Depositary's account at one of the Book-Entry Transfer Facilities of all Shares delivered electronically, as well as a properly completed and duly executed Letter of Transmittal (or facsimile thereof) (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 Nasdaq National Market System trading days after the date of execution of such Notice of Guaranteed Delivery, all as provided in "The Tender Offer--3. Procedure for Tendering Shares." If Shares are forwarded separately to the Depositary, each must be accompanied by a duly executed Letter of Transmittal (or facsimile thereof).

The method of delivering Shares, the Letter of Transmittal and all other required documents including delivery through Book-Entry Transfer Facilities, is at the option and sole risk of the tendering shareholder and the delivery will be deemed made only when actually received by the Depositary. If delivery is by mail, registered mail with return receipt requested, properly issued, is recommended. In all cases, sufficient time should be allowed to ensure timely delivery.

No alternative, conditional or contingent tenders will be accepted. By executing this Letter of Transmittal (or facsimile thereof), the tendering shareholder waives any right to receive any notice of the acceptance for payment of the Shares.

3. INADEQUATE SPACE. If the space provided herein is inadequate, the certificate numbers and/or the number of Shares should be listed on a separate schedule attached hereto and separately signed on each page thereof in the same manner as this Letter of Transmittal is signed.

4. PARTIAL TENDERS (NOT APPLICABLE TO SHAREHOLDERS WHO TENDER BY BOOK-ENTRY TRANSFER). If fewer than all the Shares represented by any certificate delivered to the Depositary are to be tendered, fill in the number of Shares which are to be tendered in the box entitled "Number of Shares Tendered." In such case, a new certificate for the remainder of the Shares represented by the old certificate will be sent to the person(s) signing this Letter of Transmittal, unless otherwise provided in the appropriate box on this Letter of Transmittal, as promptly as practicable following the expiration or termination of the Offer. All Shares represented by 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 certificates without alteration, enlargement or any change whatsoever.

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

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

If this Letter of Transmittal is signed by the registered holder(s) of the Shares tendered hereby, no endorsements of certificates or separate stock powers are required unless payment of the purchase price is to be made, or Shares not tendered or not purchased are to be returned, in the name of any person other than the registered holder(s). Signatures on any such 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 Shares tendered hereby, certificates 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 certificates for such Shares. Signature(s) on any such certificates or stock powers must be guaranteed by an Eligible Institution.

If this Letter of Transmittal or any certificate or stock power is 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 Purchaser of the authority of such person so to act must be submitted.

6. STOCK TRANSFER TAXES. Purchaser will pay any stock transfer taxes with respect to the sale and transfer 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 Shares not tendered or not purchased are to be returned in the name of, any person other than the registered holder(s), or if a transfer tax is imposed for any reason other than the sale or transfer of Shares to Purchaser pursuant to the Offer, then the amount of any stock transfer taxes (whether imposed on the registered holder(s), such other person or otherwise) will be deducted from the purchase price unless satisfactory evidence of the payment of such taxes, or exemption therefrom, is submitted herewith.

EXCEPT AS PROVIDED IN THIS INSTRUCTION 6, IT WILL NOT BE NECESSARY FOR TRANSFER TAX STAMPS TO BE AFFIXED TO THE CERTIFICATES LISTED IN THIS LETTER OF TRANSMITTAL.

7. SPECIAL PAYMENT AND DELIVERY INSTRUCTIONS. If the check for the purchase price of any Shares purchased is to be issued, or any Shares not tendered or not purchased are to be returned, in the name of a person other than the person(s) signing this Letter of Transmittal or if the check or any certificates for Shares not tendered or not purchased are to be mailed to someone other than the person(s) signing this Letter of Transmittal or to the person(s) signing this Letter of Transmittal at an address other than that shown above, the appropriate boxes on this Letter of Transmittal should be completed. Shareholders tendering Shares by book-entry transfer may request that Shares not purchased be credited to such account at any of the Book-Entry Transfer Facilities as such shareholder may designate under

"Special Payment Instructions." If no such instructions are given, any such Shares not purchased will be returned by crediting the account at the Book-Entry Transfer Facilities designated above.

8. SUBSTITUTE FORM W-9. Under the federal income tax laws, the Depositary will be required to backup withhold 31% of the amount of any payments made to certain shareholders pursuant to the Offer. In order to avoid such backup withholding, each tendering shareholder, and, if applicable, each other payee, must provide the Depositary with such shareholder's or payee's correct taxpayer identification number and certify that such shareholder or payee is not subject to such backup withholding by completing the Substitute Form W-9 set forth above. In general, if a shareholder or payee is an individual, the taxpayer identification number is the Social Security number of such individual. If the Depositary is not provided with the correct taxpayer identification number, the shareholder or payee may be subject to a U.S. $50 penalty imposed by the U.S. Internal Revenue Service ("IRS"). Certain shareholders or payees (including, among others, all corporations and certain foreign individuals) are not subject to these backup withholding and reporting requirements. In order to satisfy the Depositary that a foreign individual qualifies as an exempt recipient, such shareholder or payee must submit a statement, signed under penalties of perjury, attesting to that individual's exempt status. Such statements can be obtained from the Depositary. For further information concerning backup withholding and instructions for completing the Substitute Form W-9 (including how to obtain a taxpayer identification number if you do not have one and how to complete the Substitute Form W-9 if Shares are held in more than one name), consult the enclosed GUIDELINES FOR CERTIFICATION OF TAXPAYER IDENTIFICATION NUMBER ON SUBSTITUTE FORM W-9.

Failure to complete the Substitute Form W-9 will not, by itself, cause Shares to be deemed invalidly tendered, but may require the Depositary to withhold 31% of the amount of any payments made pursuant to the Offer. Backup withholding is not an additional U.S. federal income tax. Rather, the U.S. federal income tax liability of a person subject to backup withholding will be reduced by the amount of tax withheld. If withholding results in an overpayment of taxes, a refund may be obtained provided that the required information is furnished to the IRS.

NOTE: FAILURE TO COMPLETE AND RETURN THE SUBSTITUTE FORM W-9 MAY RESULT IN BACKUP WITHHOLDING OF 31% 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 DETAILS.

9. REQUESTS FOR ASSISTANCE OR ADDITIONAL COPIES. Requests for assistance or additional copies of the Offer to Purchase and this Letter of Transmittal may be obtained from the Information Agent or Dealer Managers at their respective addresses or telephone numbers set forth below.

10. LOST, DESTROYED OR STOLEN CERTIFICATES. If any certificate(s) representing Shares has been lost, destroyed or stolen, the shareholder should promptly notify the Depositary. Instructions will then be given to what steps must be taken to obtain a replacement certificate(s). The Letter of Transmittal and related documents cannot be processed until the procedures for replacing such missing certificate(s) have been followed.

NOTE: SIGNATURES MUST BE PROVIDED BELOW
PLEASE READ ACCOMPANYING INSTRUCTIONS CAREFULLY

- ---

/ / CHECK HERE IF TENDERED SHARES ARE BEING DELIVERED BY BOOK-ENTRY TRANSFER TO THE DEPOSITARY'S ACCOUNT AT ONE OF THE BOOK-ENTRY TRANSFER FACILITIES AND COMPLETE THE FOLLOWING:

Name of Tendering Institution
Account No.at
/ / The Depository Trust Company

/ / Philadelphia Depository Trust Company

Transaction Code No.

/ / 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 Shareholder(s)
Window Ticket Number (if any)
Date of Execution of Notice of Guaranteed Delivery
Name of Institution which Guaranteed Delivery
If delivery is by book entry transfer:

Name of Tendering Institution
/ / DTC / / PHILADEP (check one) Account No.
Transaction Code No.

- ---

Ladies and Gentlemen:

The undersigned hereby tenders to AAC Acquisition Ltd., a British Columbia company ("Purchaser") and an indirect wholly owned subsidiary of Abbott Laboratories, the above-described common shares, without par value (the "Shares"), of International Murex Technologies Corporation, a British Columbia company (the "Company"), pursuant to Purchaser's offer to purchase all of the outstanding Shares at a price of U.S.$13.00 per share, net to the seller in cash, without interest thereon, upon the terms and subject to the conditions set forth in the Offer to Purchase dated March 20, 1998, receipt of which is hereby acknowledged, and in this Letter of Transmittal (which together constitute the "Offer").

Subject to, and effective upon, acceptance for payment of the Shares tendered herewith in accordance with the terms of the Offer, including, if the Offer is extended or amended, the terms and conditions of any such extension or amendment, the undersigned hereby sells, assigns and transfers to or upon the order of Purchaser all right, title and interest in and to all the Shares that are being tendered hereby or orders the registration of such Shares delivered by book-entry transfer (and any and all other Shares or other securities issued or issuable in respect thereof on or after March 20, 1998 and any or all dividends thereon or distributions with respect thereto (collectively, "Distributions") and irrevocably appoints the Depositary the true and lawful agent and attorney-in-fact of the undersigned with respect to such Shares (and all Distributions), with full power of substitution (such power of attorney being deemed to be an irrevocable power coupled with an interest), to (a) deliver certificates for such Shares (and all such other shares or securities), or transfer ownership of such Shares (and all Distributions) on the account books maintained by any of the Book-Entry Transfer Facilities, together, in any such case, with all accompanying evidences of transfer and authenticity, to or upon the order of Purchaser upon receipt by the Depositary, as the undersigned's agent, of the purchase price, (b) present such Shares (and all Distributions) for transfer on the books of the Company and (c) receive all benefits and otherwise exercise all rights of beneficial ownership of such Shares (and all Distributions), all in accordance with the terms of the Offer.

The undersigned hereby irrevocably appoints Miles D. White, Thomas D. Brown and Jose M. de Lasa and each of them, the attorneys-in-fact and proxies of the undersigned, each with full power of substitution, to exercise all voting and other rights of the undersigned in such manner as each such attorney and proxy or his substitute shall in his sole discretion deem proper, with respect to all of the Shares tendered hereby which have been accepted for payment by Purchaser prior to the time of any vote or other action at any meeting of shareholders of the Company (whether annual or special and whether or not an adjourned meeting), by written consent or otherwise. This power of attorney and proxy is coupled with an interest and is irrevocable and is granted in consideration of, and is effective upon, the acceptance for payment of such Shares by Purchaser in accordance with the terms of the Offer. Such acceptance for payment shall revoke, without any further action, any other power of attorney or proxy granted by the undersigned at any time with respect to such Shares, and no subsequent power of attorney or proxies will be given or will be executed by the undersigned (and if given or executed, will not be deemed to be effective). The undersigned understands that Purchaser reserves the right to require that, in order for such Shares to be deemed validly tendered, immediately upon Purchaser's acceptance for payment of such Shares, Purchaser is able to exercise full voting rights with respect to such Shares and other securities, including voting at any meeting of shareholders.

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

The undersigned understands that tenders of Shares pursuant to any one of the procedures described under "The Tender Offer--3. Procedure for Tendering Shares" in the Offer to Purchase and in the instructions hereto will constitute a binding agreement between the undersigned and Purchaser upon the terms and subject to the conditions of the Offer.

The undersigned recognizes that, under certain circumstances set forth in the Offer to Purchase, Purchaser may terminate or amend the Offer or may not be required to accept for payment any of the Shares tendered herewith.

Unless otherwise indicated under "Special Payment Instructions," please issue the check for the purchase price and/or return any Shares not tendered or accepted for payment in the name(s) of the undersigned. Similarly, unless otherwise indicated under "Special Delivery Instructions," please mail the check for the purchase price and/or return any Share certificates not tendered or accepted for payment (and accompanying documents, as appropriate) to the undersigned at the address shown below the undersigned's signature(s). In the event that both "Special Payment Instructions" and "Special Delivery Instructions" are completed, please issue the check for the purchase price and/or return any Shares not tendered or accepted for payment in the name(s) of, and deliver said check and/or return certificates to, the person or persons so indicated. Shareholders tendering Shares by book-entry transfer may request that any Shares not accepted for payment be returned by crediting such account maintained at such Book-Entry Transfer Facility as such shareholder may designate by making an appropriate entry under "Special Payment Instructions." The undersigned recognizes that Purchaser has no obligation pursuant to the "Special Payment Instructions" to transfer any Shares from the name of the registered holder thereof if Purchaser does not accept for payment any of such Shares.

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SPECIAL PAYMENT INSTRUCTIONS
(SEE INSTRUCTIONS 1, 5, 6 AND 7)

To be completed ONLY if the check for the purchase price of Shares purchased or stock certificates for Shares not tendered or not purchased are to be issued in the name of someone other than the undersigned.

Issue check and/or certificates to:

Name _____
(PLEASE PRINT)

Address _____
(ZIP CODE)

_____
(TAXPAYER IDENTIFICATION NO. OR SOCIAL SECURITY NO.)
(COMPLETE SUBSTITUTE FORM W-9)

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SPECIAL DELIVERY INSTRUCTIONS
(SEE INSTRUCTIONS 1, 5, 6 AND 7)

To be completed ONLY if the check for the purchase price of Shares purchased or stock certificates for Shares not tendered or not purchased are to be mailed to someone other than the undersigned or to the undersigned at an address other than that shown below the undersigned's signature(s).

Mail check and/or certificates to:

Name _____
(PLEASE PRINT)

Address _____
(ZIP CODE)

- --

SIGN HERE
(PLEASE COMPLETE SUBSTITUTE FORM W-9 BELOW)

X_____
SIGNATURE(S) OF OWNER(S)

X_____

Dated _____, 1998

Name(s) _____
(PLEASE PRINT)

_____

Capacity (full title) _____

Address _____

_____
(INCLUDE ZIP CODE)

Area Code and Telephone Co. _____

Tax Identification or Social Security No. _____
(COMPLETE SUBSTITUTE W-9 ON REVERSE SIDE)

(Must be signed by registered holder(s) exactly as name(s) appear(s) on stock certificate(s) or on a security position listing or by 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)
(SEE INSTRUCTIONS 1 AND 5)

Name of Firm _____

Authorized Signature _____

Name _____

Address _____

Area Code and Telephone Number _____

Dated _____, 1998

TO BE COMPLETED BY ALL TENDERING SHAREHOLDERS
(SEE INSTRUCTION 8)

PAYER'S NAME: THE BANK OF NEW YORK

SUBSTITUTE FORM W-9 Department of the Treasury Internal Revenue Service Payer's Request for Taxpayer Identification Number (TIN)	Part I--PLEASE PROVIDE YOUR TIN IN THE BOX AT THE RIGHT AND CERTIFY BY SIGNING AND DATING BELOW.	Social Security Number OR Employer Identification Number

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 because (a) I am exempt from backup withholding, or (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.

CERTIFICATION INSTRUCTIONS--You must cross out item (2) above if you have been notified by the IRS that you are currently subject to backup withholding because of underreporting 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 such item (2).

SIGNATURE ---------- DATE----------, 1996

NOTE: FAILURE TO COMPLETE AND RETURN THIS FORM MAY RESULT IN BACKUP WITHHOLDING OF 31% 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 DETAILS.

YOU MUST COMPLETE THE FOLLOWING CERTIFICATE IF YOU ARE AWAITING A TAX 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 (1) 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 (2) 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, 31% of all reportable payments made to me will be withheld, but that such amounts will be refunded to me if I then provide a Taxpayer Identification Number within sixty (60) days.

Signature ---------- Date ----------

Facsimile copies of the Letter of Transmittal, properly completed and duly executed, will be accepted. The Letter of Transmittal, certificates of Shares and any other required documents should be sent or delivered by each shareholder of the Company or his broker, dealer, commercial bank, trust company or other nominee to the Depositary at one of its addresses set forth below:

DEPOSITARY FOR THE OFFER IS:
The Bank of New York

BY MAIL:	BY FACSIMILE TRANSMISSION	BY HAND OR OVERNIGHT COURIER:
Tender & Exchange Department	(For Eligible Institutions Only)	Tender & Exchange Department
P.O. Box 11248	(212) 815-6213	101 Barclay Street
Church Street Station	CONFIRM FACSIMILE BY TELEPHONE:	Receive & Deliver Window
New York, NY 10286-1248	(800) 507-9357	New York, NY 10286
	(For Confirmation Only)	

Questions and requests for assistance may be directed to the Information Agents or the Dealer Managers at their respective addresses and telephone numbers listed below. Additional copies of this Offer to Purchase, the Letter of Transmittal and other tender offer materials may be obtained from the Information Agents as set forth below, and will be furnished promptly at Purchaser's expense. You may also contact your broker, dealer, commercial bank, trust company or other nominee for assistance concerning this Offer.

THE INFORMATION AGENT FOR THE OFFER IS:
GEORGESON
& COMPANY INC.
Wall Street Plaza
New York, New York 10005
BANKS AND BROKERS CALL COLLECT (212) 440-9800
ALL OTHERS CALL TOLL FREE (800) 223-2064

THE DEALER MANAGERS FOR THE OFFER ARE:

IN THE UNITED STATES:

GOLDMAN, SACHS & CO.
85 Broad Street
New York, New York 10004

IN CANADA:

GOLDMAN SACHS CANADA
150 King Street West
Toronto, Ontario M5H 1O9

OFFER TO PURCHASE FOR CASH
ALL OUTSTANDING COMMON SHARES
OF
INTERNATIONAL MUREX TECHNOLOGIES CORPORATION
AT
U.S.$13.00 NET PER SHARE
BY
AAC ACQUISITION LTD.
AN INDIRECT WHOLLY OWNED SUBSIDIARY OF
ABBOTT LABORATORIES

THE OFFER, PRORATION PERIOD AND WITHDRAWAL RIGHTS EXPIRE AT 12:00 MIDNIGHT, NEW YORK CITY TIME, ON THURSDAY, APRIL 16, 1998, UNLESS THE OFFER IS EXTENDED.

March 20, 1998

To Our Clients:

Enclosed for your consideration are the Offer to Purchase dated March 20, 1998 (the "Offer to Purchase") and the related Letter of Transmittal (which, together with any amendments or supplements thereto, constitute the "Offer") in connection with the offer by AAC Acquisition Ltd., a British Columbia company ("Purchaser") and an indirect wholly owned subsidiary of Abbott Laboratories, to purchase all of the outstanding common shares, without par value (the "Shares"), of International Murex Technologies Corporation, at a price of U.S. $13.00 per share, net to the seller in cash, without interest thereon, upon the terms and conditions set forth in the Offer. We are the holder of record of the Shares held 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 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.

THE BOARD OF DIRECTORS OF INTERNATIONAL MUREX TECHNOLOGIES CORPORATION HAS UNANIMOUSLY APPROVED THE OFFER AND EITHER THE COMPULSORY ACQUISITION OR THE AMALGAMATION AND RECOMMENDS THAT THOSE SHAREHOLDERS WHO WISH TO RECEIVE CASH FOR ALL OR A PORTION OF THEIR SHARES ACCEPT THE OFFER AND TENDER THEIR SHARES.

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.

PLEASE NOTE CAREFULLY THE FOLLOWING:

1. The tender price is U.S.$13.00 per Share, net to the seller in cash, without interest thereon, upon the terms and subject to the conditions set forth in the Offer.

2. The Offer, proration period and withdrawal rights expire at 12:00 Midnight, New York City time, on Thursday, April 16, 1998, unless the Offer is extended.

3. The Offer is being made for all of the Common Shares.

4. THE OFFER IS CONDITIONED UPON, AMONG OTHER THINGS, (1) THERE BEING VALIDLY TENDERED AND NOT PROPERLY WITHDRAWN PRIOR TO THE EXPIRATION OF THE OFFER A NUMBER OF SHARES WHICH CONSTITUTES AT LEAST 75% OF THE COMPANY'S OUTSTANDING VOTING POWER (ASSUMING THE EXERCISE OF ALL OUTSTANDING OPTIONS TO PURCHASE SHARES WHICH OPTIONS ARE NOT SUBJECT TO BINDING AGREEMENTS TO CANCEL) AND (2) THE EXPIRATION OR TERMINATION OF ANY APPLICABLE

WAITING PERIOD UNDER THE HART-SCOTT-RODINO ACT, THE CANADIAN COMPETITION ACT, THE INVESTMENT CANADA ACT, ANY APPLICABLE REQUIREMENTS OF ANY LAWS OR REGULATIONS RELATING TO THE REGULATION OF MONOPOLIES OR COMPETITION IN GERMANY, OR APPLICABLE REQUIREMENTS OF THE UNITED KINGDOM FAIR TRADING ACT. SEE "THE TENDER OFFER--13. CERTAIN CONDITIONS OF THE OFFER" IN THE OFFER TO PURCHASE.

5. Any brokerage fees, commissions or stock transfer taxes applicable to the sale of the Shares to Purchaser pursuant to the Offer will be paid by such Purchaser, except as otherwise provided in Instruction 6 of the Letter of Transmittal.

If you wish to have us tender any or all of your Shares, please so instruct us by completing, executing, detaching and returning to us the instruction form set forth below. An envelope to return your instructions to us is enclosed. If you authorize tender of your Shares, all such Shares will be tendered unless otherwise specified on the instruction form set forth below.

YOUR INSTRUCTIONS SHOULD BE FORWARDED TO US IN AMPLE TIME TO PERMIT US TO SUBMIT A TENDER ON YOUR BEHALF BY THE EXPIRATION OF THE OFFER. THE OFFER, PRORATION PERIOD AND WITHDRAWAL RIGHTS EXPIRE AT 12:00 MIDNIGHT, NEW YORK CITY TIME, ON THURSDAY, APRIL 16, 1998, UNLESS PURCHASER EXTENDS THE OFFER.

The Offer is not being made to, nor will tenders be accepted from or on behalf of, holders of the Shares in any jurisdiction in which the making of the Offer or acceptance thereof would not be in compliance with the laws of such jurisdiction. In those jurisdictions the laws of which require that the Offer be made by a licensed broker or dealer, the Offer shall be deemed to be made on behalf of Purchaser by Goldman, Sachs & Co. or one or more registered brokers or dealers licensed under the laws of such jurisdiction.

INSTRUCTIONS WITH RESPECT TO
OFFER TO PURCHASE FOR CASH
ALL OUTSTANDING COMMON SHARES
OF
INTERNATIONAL MUREX TECHNOLOGIES CORPORATION

The undersigned acknowledge(s) receipt of your letter and the enclosed Offer to Purchase dated March 20, 1998 and the related Letter of Transmittal (which collectively constitute the "Offer") in connection with the offer by AAC Acquisition Ltd., a British Columbia company and an indirect wholly owned subsidiary of Abbott Laboratories, to purchase all of the outstanding common shares, without par value (the "Shares") of International Murex Technologies Corporation.

This will instruct you to tender the number of Shares indicated below 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.

Number(1) of Shares to be Tendered: ------- Common Shares

Account Number: ----------

Dated: ----------, 1998

SIGN HERE

Signature(s):
Print Name(s):
Print Address(ses):
Area Code and Telephone No.:
Taxpayer ID No. or Social Security No.:

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

GOLDMAN, SACHS & CO.
85 BROAD STREET
NEW YORK, NEW YORK 10004

OFFER TO PURCHASE FOR CASH
ALL OUTSTANDING COMMON SHARES
OF
INTERNATIONAL MUREX TECHNOLOGIES CORPORATION
AT
U.S.$13.00 NET PER SHARE
BY
AAC ACQUISITION LTD.
AN INDIRECT WHOLLY OWNED SUBSIDIARY
OF
ABBOTT LABORATORIES

THE OFFER, PRORATION PERIOD AND WITHDRAWAL RIGHTS EXPIRE AT 12:00 MIDNIGHT, NEW YORK CITY TIME, ON THURSDAY, APRIL 16, 1998, UNLESS THE OFFER IS EXTENDED.

March 20, 1998

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

We have been appointed by AAC Acquisition Ltd., a British Columbia company ("Purchaser") and an indirect wholly owned subsidiary of Abbott Laboratories, to act as Dealer Managers in the United States in connection with Purchaser's offer to purchase all of the outstanding common shares, without par value (the "Shares"), of International Murex Technologies Corporation, at U.S. $13.00 per Share, net to the seller in cash, upon the terms and subject to the conditions set forth in Purchaser's Offer to Purchase dated March 20, 1998 (the "Offer to Purchase") and the related Letter of Transmittal (which together constitute the "Offer").

THE OFFER IS SUBJECT TO SEVERAL CONDITIONS CONTAINED IN THE OFFER TO PURCHASE INCLUDING (1) THERE BEING VALIDLY TENDERED AND NOT PROPERLY WITHDRAWN PRIOR TO THE EXPIRATION OF THE OFFER A NUMBER OF SHARES WHICH CONSTITUTES AT LEAST 75% OF THE COMPANY'S OUTSTANDING VOTING POWER (ASSUMING THE EXERCISE OF ALL OUTSTANDING OPTIONS TO PURCHASE SHARES WHICH OPTIONS ARE NOT SUBJECT TO BINDING AGREEMENTS TO CANCEL) AND (2) THE EXPIRATION OR TERMINATION OF ANY APPLICABLE WAITING PERIOD UNDER THE HART-SCOTT-RODINO ACT, THE CANADIAN COMPETITION ACT, THE INVESTMENT CANADA ACT, ANY APPLICABLE REQUIREMENTS OF ANY LAWS OR REGULATIONS RELATING TO THE REGULATION OF MONOPOLIES OR COMPETITION IN GERMANY OR ANY APPLICABLE REQUIREMENTS OF THE UNITED KINGDOM FAIR TRADING ACT. THE OFFER IS ALSO SUBJECT TO OTHER TERMS AND CONDITIONS CONTAINED IN THE OFFER TO PURCHASE. SEE "THE TENDER OFFER--13. CERTAIN CONDITIONS OF THE OFFER" IN THE OFFER TO PURCHASE.

For your information and for forwarding to your clients for whom you hold Shares registered in your name or in the name of your nominee, we are enclosing the following documents:

1. Offer to Purchase dated March 20, 1998;

2. Letter of Transmittal to tender Shares for your use and for the information of your clients, together with GUIDELINES FOR CERTIFICATION OF TAXPAYER IDENTIFICATION NUMBER ON SUBSTITUTE FORM W-9 providing information relating to backup federal income tax withholding (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 the certificates for the Shares being tendered and all other required documents cannot be delivered to the Depositary by the Expiration Date as defined in the Offer to Purchase or if procedures for book-entry transfer cannot be completed by the Expiration Date;

4. A printed form of letter which 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; and

5. A letter to International Murex Technologies Corporation shareholders from C. Robert Cusick, President and Chief Executive Officer, and F. Michael P. Warren, Chairman of the Board, of International Murex Technologies Corporation.

YOUR PROMPT ACTION IS REQUESTED. WE URGE YOU TO CONTACT YOUR CLIENTS AS PROMPTLY AS POSSIBLE. PLEASE NOTE THAT THE OFFER, PRORATION PERIOD AND WITHDRAWAL RIGHTS WILL EXPIRE AT 12:00 MIDNIGHT NEW YORK CITY TIME, ON THURSDAY, APRIL 16, 1998, UNLESS THE OFFER IS EXTENDED.

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), Purchaser will accept for payment and pay for the Shares which are validly tendered prior to the Expiration Date and not theretofore properly withdrawn when, as and if Purchaser gives oral or written notice to the Depositary of Purchaser's acceptance of such Shares for payment pursuant to the Offer. Payment for the Shares purchased pursuant to the Offer will in all cases be made only after timely receipt by the Depositary of certificates for the Shares or timely confirmation of a book-entry transfer of such Shares into the Depositary's account at The Depository Trust Company or Philadelphia Depository Trust Company, pursuant to the procedures described in "The Tender Offer--3. Procedure for Tendering Shares" of the Offer to Purchase, a properly completed and duly executed Letter of Transmittal (or manually signed facsimile thereof) or an Agent's Message in connection with a book-entry transfer, and all other documents required by the Letter of Transmittal.

If holders of Shares wish to tender, but it is impracticable for them to forward their certificates or other required documents on or prior to the Expiration Date or to comply with the book-entry transfer procedure on a timely basis, a tender may be effected by following the guaranteed delivery procedures specified in "The Tender Offer--3. Procedure for Tendering Shares" in the Offer to Purchase.

Purchaser will not pay any fees or commissions to any broker or dealer or other person (other than to the Dealer Managers as described in the Offer to Purchase) for soliciting tenders of the Shares pursuant to the Offer. Purchaser will, however, upon request, reimburse brokers, dealers, commercial banks and trust companies for reasonable and necessary costs and expenses incurred by them in

forwarding materials to their customers. Purchaser will pay all stock transfer taxes applicable to its purchase of Shares pursuant to the Offer, subject to Instruction 6 of the Letter of Transmittal.

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, any of the Information Agent or the undersigned at the addresses and telephone numbers set forth on the back cover of the Offer to Purchase and the Letter of Transmittal.

Very truly yours,
GOLDMAN, SACHS & CO.

NOTHING CONTAINED HEREIN OR IN THE ENCLOSED DOCUMENTS SHALL CONSTITUTE YOU OR ANY PERSON AS AN AGENT OF PURCHASER, THE DEALER MANAGERS, THE INFORMATION AGENT OR THE DEPOSITARY, 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.

NOTICE OF GUARANTEED DELIVERY
(NOT TO BE USED FOR SIGNATURE GUARANTEE)
TO TENDER COMMON SHARES
OF
INTERNATIONAL MUREX TECHNOLOGIES CORPORATION
PURSUANT TO THE OFFER TO PURCHASE DATED MARCH 20, 1998
OF
AAC ACQUISITION LTD.
AN INDIRECT WHOLLY OWNED SUBSIDIARY OF
ABBOTT LABORATORIES

This Notice of Guaranteed Delivery, or one substantially equivalent to the attached form, must be used to accept the Offer (as defined below) if (i) certificates for common shares, without par value (the "Shares"), of International Murex Technologies Corporation and all other documents required by the Letter of Transmittal cannot be delivered to the Depositary by the expiration of the Offer (as defined in the Offer to Purchase) or (ii) the procedures for delivery of book-entry transfer cannot be completed on a timely basis. This Notice of Guaranteed Delivery may be delivered by hand or sent by facsimile transmission or mail to the Depositary. See "The Tender Offer--3. Procedure for Tendering Shares" in the Offer to Purchase.

THE DEPOSITARY FOR THE OFFER IS:

THE BANK OF NEW YORK

BY MAIL:	BY FACSIMILE TRANSMISSION:	BY HAND OR OVERNIGHT COURIER:
Tender & Exchange Department P.O. Box 11248 Church Street Station New York, NY 10286-1248	(for Eligible Institutions Only) (212) 815-6213 CONFIRM FACSIMILE BY TELEPHONE: (For Confirmation Only) (800) 507-9357	Tender & Exchange Department 101 Barclay Street Receive & Deliver Window New York, NY 10286

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

This Notice of Guaranteed Delivery is not to be used to guarantee signatures. If a signature of a Letter of Transmittal is required to be guaranteed by an "Eligible Institution" under the instructions thereto, such signature guarantee must appear in the applicable space provided in the signature box on the Letter of Transmittal.

Ladies and Gentlemen:

The undersigned hereby tenders to AAC Acquisition Ltd. ("Purchaser"), upon the terms and subject to the conditions set forth in the Offer to Purchase dated March 20, 1998 and the related Letter of Transmittal (which together constitute the "Offer"), receipt of which is hereby acknowledged, the number (indicated below) of Shares pursuant to the guaranteed delivery procedure set forth in "The Tender Offer--3. Procedure for Tendering Shares" of the Offer to Purchase.

Number of Shares being tendered hereby: Shares

Certificate No(s).
(if available):
_____

If Shares will be tendered by book-entry transfer:

Name of Tendering Institution _____

Account No. _____ at

/ / The Depository Trust Company
/ / Philadelphia Depository Trust Company

SIGN HERE:

_____
(SIGNATURE(S))

_____
(NAME(S) OF RECORD HOLDERS)
(PLEASE PRINT)

_____
(ADDRESS)

_____
(ZIP CODE)

_____
(TELEPHONE NO.)

GUARANTEE
(NOT TO BE USED FOR SIGNATURE GUARANTEE)

The undersigned, a firm which is a member of a registered national securities exchange or the National Association of Securities Dealers, Inc., or a commercial bank or trust company having an office, branch or agency in the United States, hereby (a) represents that the above named person(s) "own(s)" the Shares tendered hereby within the meaning of Rule 14e-4 under the Securities Exchange Act of 1934, as amended, (b) represents that such tender complies with Rule 14e-4 and (c) guarantees to deliver to the Depositary the Shares tendered hereby, together with a properly completed and duly executed Letter(s) of Transmittal (or facsimile(s) thereof) 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 Nasdaq National Market System trading days of the date hereof.

_____
(NAME OF FIRM)

_____
(ADDRESS)

_____
(ZIP CODE)

_____
(TELEPHONE NO.)

Dated: _____, 1998.

_____
(AUTHORIZED SIGNATURE)

_____
(NAME)

_____
(TITLE)

DO NOT SEND STOCK CERTIFICATES WITH THIS FORM.
YOUR STOCK CERTIFICATES MUST BE SENT WITH THE LETTER OF TRANSMITTAL.

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

GUIDELINES FOR DETERMINING THE PROPER IDENTIFICATION NUMBER TO GIVE THE PAYER.--Social Security numbers have nine digits separated by two hyphens: i.e. 000-00-0000. Employer identification numbers have nine digits separated by only one hyphen: i.e. 00-0000000. The table below will help determine the number to give the payer.

	FOR THIS TYPE OF ACCOUNT:	GIVE THE SOCIAL SECURITY NUMBER OF--
1.	An individual's account	The individual
2.	Two or more individuals (joint account)	The actual owner of the account or, if combined funds, any one of the individuals(1)
3.	Husband and wife (joint account)	The actual owner of the account or, if joint funds, either person(1)
4.	Custodian account of a minor (Uniform Gift to Minors Act)	The minor(2)
5.	Adult and minor (joint account)	The adult or, if the minor is the only contributor, the minor(1)
6.	Account in the name of guardian or committee for a designated ward, minor, or incompetent person	The ward, minor, or incompetent person(3)
7.	a. The usual revocable savings trust account (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)
8.	Sole proprietorship	The owner(4)
9.	A valid trust, estate, or pension trust	Legal entity (Do not furnish the number of the personal representative or trustee unless the legal entity itself is not designated in the account title)(5)
10.	Corporate account	The corporation
11.	Religious, charitable or educational organization account	The organization
12.	Partnership account held in the name of the business	The partnership
13.	Association, club or other tax-exempt organization	The organization
14.	A broker or registered nominee	The broker or nominee
15.	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.

(2) Circle the minor's name and furnish the minor's social security number.

(3) Circle the ward's, minor's or incompetent person's name and furnish such person's social security number.

(4) You must show your individual name, but you may also enter your business or "doing business as" name. You may use either your social security number or your employer identification number.

(5) List first and circle the name of the legal trust, estate or pension trust.

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.

OBTAINING A NUMBER

If you don't have a taxpayer identification number or you do not know your number, obtain Form SS-5, Application for a Social Security Number Card, or Form SS-4, Application for Employer Identification Number, at the local office of the Social Security Administration or the Internal Revenue Service and apply for a number.

PAYEES EXEMPT FROM BACKUP WITHHOLDING

Payees specifically exempted from backup withholding on ALL payments include the following:

- A corporation.
- A financial institution.
- An organization exempt from tax under section 501(a), of the Internal Revenue Code of 1986, as amended (the "Code"), or an individual retirement plan.
- The United States or any agency or instrumentality thereof.
- A State, the District of Columbia, a possession of the United States, or any subdivision or instrumentality thereof.
- A foreign government, a political subdivision of a foreign government, or any agency or instrumentality thereof.
- An international organization or any agency, or instrumentality thereof.
- A registered dealer in securities or commodities registered in the U.S. or a possession of the U.S.
- A real estate investment trust.
- A common trust fund operated by a bank under section 584(a) of the Code.
- An exempt charitable remainder trust, or a non-exempt trust described in section 4947(a)(1) of the Code.
- An entity registered at all times under the Investment Company Act of 1940.
- A foreign central bank of issue.

PAYMENTS NOT GENERALLY SUBJECT TO BACKUP WITHHOLDING

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

- Payments to nonresident aliens subject to withholding under section 1441 of the Code.
- Payments to partnerships not engaged in a trade or business in the U.S. and which have at least one nonresident partner.
- Payments of patronage dividends where the amount received is not paid in money.
- Payments made by certain foreign organizations.
- Section 404(k) payments made by an ESOP.

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

- Payments of interest on obligations issued by individuals. Note: A Payee may be subject to backup withholding if this interest is $600 or more and is paid in the course of the payer's trade or business and such payee has not provided its correct taxpayer identification number to the payer.
- Payments of tax-exempt interest (including exempt-interest dividends under section 852) of the Code.
- Payments described in section 6049(b)(5) to nonresident aliens.
- Payments on tax-free covenant bonds under section 1451 of the Code.
- Payments made by certain foreign organizations.
- Mortgage interest paid to you.

EXEMPT PAYEES DESCRIBED ABOVE MUST STILL COMPLETE THE SUBSTITUTE FORM W-9 TO AVOID POSSIBLE ERRONEOUS BACKUP WITHHOLDING. FILE SUBSTITUTE FORM W-9 WITH THE PAYER, FURNISH YOUR TAXPAYER IDENTIFICATION NUMBER, 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.

Certain payments other than interest, dividends, and patronage dividends, that are not subject to information reporting are also not subject to backup withholding. For details, see the regulations under sections 6041, 6041A(a), 6045, and 6050A of the Code.

PRIVACY ACT NOTICE.--Section 6109 of the Code requires most recipients of dividends, interest, or other payments to give taxpayer identification numbers to payers who must report the payments to IRS. IRS uses the numbers for identification purposes. Payers must be given the numbers whether or not recipients are required to file tax returns. Payers must generally withhold 31% of taxable interest, dividends, and certain other payments to a payee who does not furnish a taxpayer identification number to a payer. Certain penalties may also apply.

PENALTIES

(1) PENALTY FOR FAILURE TO FURNISH TAXPAYER IDENTIFICATION NUMBER. If you fail to furnish your taxpayer identification number to a payer, you are subject to a penalty of $50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

(2) CIVIL PENALTY FOR FALSE INFORMATION WITH RESPECT TO WITHHOLDING. If you make a false statement with no reasonable basis that results in no imposition of backup withholding, you are subject to a penalty of $500.

(3) CRIMINAL PENALTY FOR FALSIFYING INFORMATION. Falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

(4) FAILURE TO REPORT CERTAIN DIVIDEND AND INTEREST PAYMENTS. If you fail to include any portion of an includable payment for interest, dividends or patronage dividends in gross income and such failure is due to negligence, a penalty of 20% is imposed on any portion of an underpayment attributable to that failure.

FOR ADDITIONAL INFORMATION CONTACT YOUR TAX CONSULTANT OR THE INTERNAL REVENUE SERVICE

EXHIBIT 99(a)(7)

THIS ANNOUNCEMENT IS NEITHER AN OFFER TO PURCHASE NOR A SOLICITATION OF AN OFFER TO SELL SHARES. THE OFFER IS MADE SOLELY BY THE OFFER TO PURCHASE DATED MARCH 20, 1998 AND THE RELATED LETTER OF TRANSMITTAL, AND IS BEING MADE TO ALL HOLDERS OF SHARES, EXCEPT IN ANY JURISDICTION WHERE THE MAKING OF SUCH WOULD BE ILLEGAL. PURCHASER IS NOT AWARE OF ANY STATE OR PROVINCE IN WHICH THE MAKING OF THE OFFER IS PROHIBITED BY ADMINISTRATIVE OR JUDICIAL ACTION PURSUANT TO A STATE OR PROVINCIAL STATUTE. IF PURCHASER BECOMES AWARE OF ANY STATE OR PROVINCE WHERE THE MAKING OF THE OFFER IS SO PROHIBITED, PURCHASER WILL MAKE A GOOD FAITH EFFORT TO COMPLY WITH ANY SUCH STATUTE OR SEEK TO HAVE SUCH STATUTE DECLARED INAPPLICABLE TO THE OFFER. IF, AFTER SUCH GOOD FAITH EFFORT, PURCHASER CANNOT COMPLY WITH ANY APPLICABLE STATUTE, THE OFFER WILL NOT BE MADE TO (NOR WILL TENDERS BE ACCEPTED FROM OR ON BEHALF OF) HOLDERS OF SHARES IN SUCH STATE OR PROVINCE. IN ANY JURISDICTION, THE SECURITIES LAWS OR BLUE SKY LAWS OF WHICH REQUIRE THE OFFER TO BE MADE BY A LICENSED BROKER OR DEALER, THE OFFER SHALL BE DEEMED TO BE MADE ON BEHALF OF PURCHASER, IF AT ALL, IF IN THE UNITED STATES, BY GOLDMAN, SACHS & CO. OR, IF IN CANADA, BY GOLDMAN SACHS CANADA, AS DEALER MANAGERS OR ONE OR MORE REGISTERED BROKERS OR DEALERS THAT ARE LICENSED UNDER THE LAWS OF, AND REPRESENT THE SHAREHOLDER RESIDING IN, SUCH JURISDICTION.

NOTICE OF OFFER TO PURCHASE FOR CASH
ALL OUTSTANDING COMMON SHARES

OF

INTERNATIONAL MUREX TECHNOLOGIES CORPORATION

AT

U.S.$13.00 NET PER SHARE

BY

AAC ACQUISITION LTD.

AN INDIRECT WHOLLY OWNED SUBSIDIARY OF

ABBOTT LABORATORIES

AAC Acquisition Ltd., a British Columbia company ("Purchaser"), which is indirect and wholly owned by Abbott Laboratories, an Illinois corporation ("Parent"), is offering to purchase any and all common shares without par value (the "Shares"), of International Murex Technologies Corporation, a British Columbia company (the "Company"), at U.S.$13.00 per Share (the "Offer Price"), net to the seller in cash, without interest thereon, upon the terms and subject to the conditions set forth in the Offer to Purchase dated March 20, 1998 (the "Offer to Purchase") and in the related Letter of Transmittal (which, together, constitute the "Offer").

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THE OFFER AND WITHDRAWAL RIGHTS WILL EXPIRE AT 12:00 MIDNIGHT, NEW YORK CITY TIME, ON THURSDAY, APRIL 16, 1998 (THE "EXPIRATION DATE"), UNLESS THE OFFER IS EXTENDED.

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The Offer is conditioned, among other things, upon satisfaction, in Purchaser's sole discretion, of the following conditions: (1) there being validly tendered and not properly withdrawn prior to the Expiration Date of the Offer a number of Shares of the Company which constitutes at least 75% of the Company's outstanding voting power (assuming the exercise of all outstanding options to purchase Shares which options are not subject to binding agreements to cancel) (the "Minimum Condition") and (2) the expiration or termination of any applicable waiting period under the Hart-Scott-Rodino Antitrust Improvements Act of 1976, as amended (the "HSR Act"), the Canadian Competition Act, the Investment Canada Act, any applicable requirements of any laws or regulations relating to the regulation of monopolies or competition in Germany or any applicable requirements of the United Kingdom Fair Trading Act. Certain other conditions to the Offer are described in "The Tender Offer--13. Certain Conditions of the Offer" in the Offer to Purchase. The Purchaser estimates that up to approximately 13,875,000 Shares will need to be validly tendered (and not

validly withdrawn) to satisfy the Minimum Condition. Purchaser expressly reserves the right to waive the Minimum Condition and to purchase any Shares validly tendered (and not validly withdrawn) pursuant to the Offer, so long as Purchaser purchases at least a majority of the Shares outstanding (assuming the exercise of all outstanding options to purchase Shares which options are not subject to binding agreements to cancel).

The Offer is being made in connection with an Acquisition Agreement (the "Acquisition Agreement") dated as of March 13, 1998, among the Company, Purchaser and Parent. Pursuant to the Acquisition Agreement, and on the terms and subject to the conditions set forth therein, Purchaser and Parent will offer to purchase all of the outstanding Shares of the Company pursuant to the Offer. If Purchaser purchases Shares pursuant to the Offer, it intends to exercise its statutory right, if available, to acquire all of the Shares not purchased pursuant to the Offer (the "Compulsory Acquisiton"). If the Compulsory Acquisition is not available to it, Purchaser intends, subject to certain conditions, to proceed to a transaction involving the amalgamation or other business combination of Purchaser and the Company (the "Amalgamation"). In the event Purchaser effects the Compulsory Acquisition, holders of Shares which were not purchased in the Offer will have rights to apply to court and, in the event Purchaser effects the Amalgamation, a holder of Shares who did not tender to the Offer will have rights of dissent, all in accordance with British Columbia law.

THE PURCHASER AND PARENT HAVE BEEN ADVISED THAT THE COMPANY'S BOARD OF DIRECTORS HAS UNANIMOUSLY DETERMINED THAT EACH OF (1) THE OFFER AND (2) EITHER THE COMPULSORY ACQUISITION OR THE AMALGAMATION (AS THE CASE MAY BE) IS FAIR TO AND IN THE BEST INTERESTS OF THE SHAREHOLDERS OF THE COMPANY AND UNANIMOUSLY HAS APPROVED THE OFFER AND EITHER THE COMPULSORY ACQUISITION OR THE AMALGAMATION AND RECOMMENDS THAT SHAREHOLDERS OF THE COMPANY ACCEPT THE OFFER AND TENDER THEIR SHARES. SEE "RECOMMENDATION OF THE COMPANY'S BOARD OF DIRECTORS" IN THE OFFER TO PURCHASE.

For purposes of the Offer, Purchaser will be deemed to have accepted for payment, and thereby purchased, Shares validly tendered and not validly withdrawn, as, if and when Purchaser gives oral or written notice to The Bank of New York (the "Depositary") of Purchaser's acceptance of such Shares for payment pursuant to the Offer. In all cases, upon the terms and subject to the conditions of the Offer, payment for Shares purchased pursuant to the Offer will be made by deposit of the Offer Price therefor with the Depositary, which will act as agent for tendering shareholders for the purpose of receiving payments from Purchaser and transmitting such payments to validly tendering shareholders. Under no circumstances will interest on the purchase price for Shares be paid by Purchaser by reason of any delay in making such 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 (a) certificates for such Shares ("Share Certificates") or timely confirmation of the book-entry transfer of such Shares into the Depositary's account at The Depository Trust Company or the Philadelphia Depository Trust Company (collectively, the "Book-Entry Transfer Facilities"), pursuant to the procedures set forth in "The Tender Offer--Section 3. Procedures for Tendering Shares" in the Offer to Purchase, (b) the Letter of Transmittal (or facsimile thereof) properly completed and duly executed with any required signature guarantees (or, alternatively, an Agent's Message as set forth in the Offer to Purchase) and (c) any other documents required by the Letter of Transmittal.

The term "Expiration Date" means 12:00 Midnight, New York City time, on Thursday, April 16, 1998, unless and until Purchaser, in its sole discretion, shall have extended the period of time for which the Offer is open, in which event the term "Expiration Date" shall mean the latest time and date at which the Offer, as so extended by the Purchaser, shall expire. Purchaser expressly reserves the right, in its sole discretion, at any time and from time to time, to extend the period during which the Offer is open for any reason, including the occurrence of any of the conditions specified in the Offer to Purchase, by giving oral or written notice of such extension to the Depositary, followed as promptly as practicable by public announcement 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 right of tendering shareholders to withdraw such shareholder's Shares.

Purchaser's acceptance for payment of Shares tendered pursuant to any one of the procedures described in the Offer to Purchase and in the Letter of Transmittal will constitute a binding agreement between the tendering shareholder and Purchaser upon the terms and subject to the conditions of the Offer. Except as otherwise provided in "The Tender Offer--Section 4. Withdrawal Rights" in the Offer to Purchase, tenders of Shares made pursuant to the Offer are irrevocable. Shares tendered pursuant to the Offer may be withdrawn at any time on or prior to the Expiration Date and, unless theretofore accepted for payment as provided herein, may also be withdrawn after May 4, 1998. For a withdrawal to be effective, a written 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 if Share Certificates have been tendered, the name of the registered holder

of the Shares as set forth in the Share Certificate, if different from that of the person who tendered such Shares. If Share Certificates have been delivered or otherwise identified to the Depositary, then prior to the physical release of such certificates, the tendering shareholder must submit the serial numbers shown on the particular certificates evidencing the Shares to be withdrawn and the signature on the notice of withdrawal must be guaranteed by an Eligible Institution (as defined in the Offer to Purchase), except in the case of Shares tendered for the account of an Eligible Institution. If Shares have been tendered pursuant to the procedures for book-entry transfer as set forth in "The Tender Offer--Section 3. Procedure for Tendering Shares" in the Offer to Purchase, the notice of withdrawal must specify the name and number of the account at the appropriate Book-Entry Transfer Facility to be credited with the withdrawn Shares, in which case a notice of withdrawal will be effective if a written or facsimile transmission notice of withdrawal is timely received by the Depositary at one of its addresses set forth on the back cover of the Offer to Purchase. Withdrawals of Shares may not be rescinded. Any Shares properly withdrawn will be deemed not validly tendered for purposes of the Offer, but may be retendered at any subsequent time prior to the Expiration Date by following any of the procedures described in "The Tender Offer--Section 3. Procedure for

Tendering Shares" in the Offer to Purchase. All questions as to the form and validity (including time of receipt) of any notices of withdrawal will be determined by Purchaser, in its sole discretion, whose determination will be final and binding.

The information required to be disclosed by Rule 14d-6(e)(1) of the General Rules and Regulations under the Securities Exchange Act of 1934, as amended, is contained in the Offer to Purchase and is incorporated herein by reference.

The Company has provided the Company's shareholder list and security position listings to Purchaser for the purpose of disseminating the Offer to shareholders. The Offer to Purchase and the related Letter of Transmittal and, if required, other relevant materials will be mailed to shareholders whose names appear on the Company's shareholder 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 shareholder list or, if applicable, who are listed as participants in a clearing agency's security listing.

SHAREHOLDERS ARE URGED TO READ THE OFFER TO PURCHASE AND THE RELATED LETTER OF TRANSMITTAL CAREFULLY BEFORE DECIDING WHETHER TO TENDER THEIR SHARES.

Questions and requests for assistance may be directed to the Information Agent or the applicable Dealer Managers at the addresses and telephone numbers set forth below. Requests for copies of the Offer to Purchase and the related Letter of Transmittal and other Offer materials may be directed to the Information Agent, the applicable Dealer Managers or brokers, dealers, commercial banks and trust companies and such materials will be furnished promptly at Purchaser's expense. Purchaser will not pay any fees or commissions to brokers, dealers, or other persons (other than the Information Agent and the Dealer Managers) for soliciting tenders of Shares pursuant to the Offer.

THE INFORMATION AGENT FOR THE OFFER IS:

GEORGESON
& COMPANY INC.

Wall Street Plaza
New York, New York 10005

BANKS AND BROKERS CALL COLLECT (212) 440-9800
ALL OTHERS CALL TOLL FREE (800) 223-2064

THE DEALER MANAGERS FOR THE OFFER ARE:

IN THE UNITED STATES:

GOLDMAN, SACHS
& CO.

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85 Broad Street
New York, New York 10004

(212) 902-1000 (COLLECT)
(800) 323-5678 (TOLL FREE)

IN CANADA:

GOLDMAN SACHS CANADA

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150 King Street West
Toronto, Ontario MSH 109
(416) 343-8900

March 20, 1998

FOR IMMEDIATE RELEASE
- ----------------------

ABBOT
MEDIA:
Rhonda Luniak
(847) 938-9725

FINANCIAL COMMUNITY:
John Thomas
(847) 938-2655

INTERNATIONAL MUREX
TECHNOLOGIES CORPORATION
MEDIA AND FINANCIAL:
Catherine Bardwick
(800) 238-1664

ABBOTT LABORATORIES TO ACQUIRE INTERNATIONAL MUREX TECHNOLOGIES CORPORATION FOR $234 MILLION OR $13 PER SHARE

ABBOTT PARK, Ill., and TORONTO, March 16, 1998 -- Abbott Laboratories (NYSE: ABT) and International Murex Technologies Corporation (NASDAQ: MURXF) today announced that they have entered into a definitive agreement for Abbott to acquire Murex in a cash tender offer valued at approximately $234 million or $13 per share. The Abbott and Murex board of directors have unanimously approved the offer. The tender offer is expected to be completed in approximately five weeks, subject to regulatory approvals and customary closing conditions.

Under the terms of the agreement, Abbott will promptly commence a cash tender offer to acquire 100 percent of the outstanding shares of Murex for $13 per share. Following the completion of the tender offer, the remaining Murex shares will be acquired by an indirect wholly-owned subsidiary of Abbott in a compulsory acquisition or amalgamation for $13 per share.

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"We are extremely pleased to add Murex's technologies and products to our company," said Thomas D. Brown, senior vice president, diagnostic operations, Abbott Laboratories. "Murex fits very well with our diagnostic operations, complementing our existing product line as well as providing new growth opportunities, particularly in the areas of infectious disease screening and patient monitoring."

"Our combination with Abbott will allow the full potential of our technologies and products to be realized, and Abbott's strength in the market will enhance Murex's ability to deliver high quality products to its customers," said F. Michael P. Warren, chairman of Murex.

"The diagnostics market continues to evolve and consolidate. Size and economy of scale are necessary to remain competitive," said C. Robert Cusick, vice chairman, president and chief executive officer of Murex. "This transaction will provide our existing and new products the formidable support of the world's leading diagnostics company. In return we provide Abbott with unique technologies, an extensive microtiter plate infectious disease product line and our patient monitoring portfolio."

Murex realized 1997 revenues of $106 million. The company is an independent, medical diagnostics company which develops, manufactures and markets a wide range of products for the detection, screening and monitoring of infectious diseases and other medical conditions.

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Abbott Laboratories is a global, diversified health care company devoted to the discovery, development, manufacture and marketing of pharmaceutical, diagnostic, nutritional and hospital products. The company employs 54,000 people and markets its products in more than 130 countries. In 1997, the company's sales and net earnings were $11.9 billion and $2.1 billion, respectively, with earnings per share of $2.72.

Abbott's news releases and other information are available on the company's web site at http://www.abbott.com.

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ACQUISITION AGREEMENT

Among

INTERNATIONAL MUREX TECHNOLOGIES CORPORATION,

ABBOTT LABORATORIES

and

AAC ACQUISITION LTD.

dated as of March 13, 1998

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ACQUISITION AGREEMENT

THIS ACQUISITION AGREEMENT, dated as of March 13, 1998, is among INTERNATIONAL MUREX TECHNOLOGIES CORPORATION, a British Columbia company (the "Company"), ABBOTT LABORATORIES, an Illinois corporation ("Parent") and AAC ACQUISITION LTD., a British Columbia company and an indirect wholly owned subsidiary of Parent ("Subsidiary").

WHEREAS, the Boards of Directors of Parent, Subsidiary and the Company have each approved the acquisition of the Company by Parent and Subsidiary upon the terms and subject to the conditions set forth in this Agreement;

WHEREAS, in furtherance thereof, it is proposed that Subsidiary shall make a tender offer to acquire all outstanding common shares, without par value, of the Company (the "Shares"), for a net cash amount of U.S.$13.00 per Share (such amount, or any greater amount per Share paid pursuant to the tender offer, being hereinafter referred to as the "Per Share Amount") in accordance with the terms and subject to the conditions provided for herein (the "Offer");

WHEREAS, the Board of Directors of the Company (the "Board") has (i) determined that the consideration to be paid for each Share in the Offer and the Completion of the Acquisition (as defined in the recital below) is fair to and in the best interests of the shareholders of the Company and (ii) approved this Agreement and the transactions contemplated hereby and resolved to recommend acceptance of the Offer and approval and, if necessary, the adoption of this Agreement by the shareholders of the Company; and

WHEREAS, the Boards of Directors of Parent and Subsidiary have each approved the completion of the acquisition of the Company by Parent and Subsidiary (the "Completion of the Acquisition") through either (1) the acquisition procedure (as contemplated under Section 255 of the BC Act (as defined along with certain other terms in Section 9.9)) (the "Compulsory Acquisition") if Subsidiary has purchased enough Shares in the Offer to permit a Compulsory Acquisition or, if not, (2) an amalgamation, arrangement or other business combination (as contemplated under the BC Act) (the "Amalgamation") of Subsidiary with the Company following the Offer upon the terms and subject to the conditions set forth herein and in any other agreement required to effect the Amalgamation.

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants and agreements herein contained, and intending to be legally bound hereby, the Company, Parent and Subsidiary hereby agree as follows.

ARTICLE I

THE OFFER

Section 1.1 THE OFFER. (a) Provided that this Agreement shall not have been terminated in accordance with Section 8.1 and no event shall have occurred or circumstance shall exist which constitutes a failure to satisfy any of the conditions set forth in Annex A hereto, Subsidiary shall commence the Offer as promptly as practicable, but in no event later than the fifth business day following the public announcement of the terms of this Agreement. The obligation of Subsidiary to accept for payment and pay for Shares tendered pursuant to the Offer shall be subject to the condition that a number of Shares representing not less than 75% of the Company's outstanding voting power (assuming the exercise of all outstanding options to purchase Shares which options are not subject to binding agreements to cancel) shall have been validly tendered and not withdrawn prior to the expiration of the Offer (the "Minimum Condition"), and the obligation of Subsidiary to commence the Offer and accept for payment and pay for Shares tendered pursuant to the Offer shall be subject to the other conditions set forth in Annex A hereto. It is agreed that the Minimum Condition and the other conditions set forth in Annex A hereto are for the sole benefit of Subsidiary and may be asserted by Subsidiary regardless of the circumstances giving rise to any such condition. Subsidiary expressly reserves the right in its sole discretion to waive, in whole or in part, at any time or from time to time, any such condition, to increase the price per Share payable in the Offer or to make any other changes in the terms and conditions of the Offer; PROVIDED that Subsidiary may only waive the Minimum Condition as long as Subsidiary purchases at least a majority of the Shares outstanding (assuming the exercise of all outstanding options to purchase Shares which options are not subject to binding agreements to cancel) and that, unless previously approved by the Company in writing, no change may be made that decreases the price per Share payable in the Offer, changes the form of consideration payable in the Offer, reduces the maximum number of Shares that Subsidiary offers to purchase in the Offer below a majority of the Shares outstanding (assuming the exercise of all outstanding options to purchase Shares which options are not subject to binding agreements to cancel), imposes conditions to the Offer in addition to those set forth in Annex A hereto or otherwise amends the terms of the Offer in any way that would be materially adverse to holders of Shares. Subject to the next sentence, Subsidiary covenants and agrees that, subject to the terms and conditions of this Agreement, including, without limitation, the conditions of the Offer set forth in Annex A hereto, Subsidiary shall accept for payment and pay for Shares which have been validly tendered and not withdrawn pursuant to the Offer as soon as it is permitted to do so under applicable law. Notwithstanding the foregoing, Subsidiary (i) may extend the Offer to purchase Shares in excess of the Shares required to satisfy the Minimum Condition up to the tenth business day following the date on which all conditions to the Offer shall first have been satisfied or waived, provided that, by virtue of making any such extension, Subsidiary shall be deemed to waive and thereafter shall not be entitled to assert any of the conditions to the consummation of the Offer contained in subsections (b), (c), (d) and (e) to Annex A hereto, (ii) shall extend the Offer at least until 11:59 p.m. New York City time on the sixth business day following the delivery to Parent of a Notice of Superior Proposal (as defined in Section 6.8) and (iii) shall extend the Offer at least until the expiration of the period set forth

in paragraph (d) or (e) of Annex A if a notice of breach has been delivered in accordance therewith. The Per Share Amount payable in the Offer shall be paid net to the seller in cash, upon the terms and subject to the conditions of the Offer.

(b) As soon as practicable on the date of commencement of the Offer, Parent and Subsidiary shall file (i) with the Securities and Exchange Commission (the "SEC") a Tender Offer Statement on Schedule 14D-1 with respect to the Offer and (ii) with the appropriate Canadian authorities any required filings with respect to the Offer, which in the case of both (i) and (ii) will contain the offer to purchase, form of the related letter of transmittal and related documents published or filed by Parent or Subsidiary (together with any supplements or amendments thereto, the "Offer Documents"). Parent, Subsidiary and the Company each agrees promptly to correct any information provided by it for use in the Offer Documents if and to the extent that any such information shall have become false or misleading in any material respect and Parent and Subsidiary each further agrees to take all steps necessary to cause the Offer Documents as so corrected to be filed with the SEC and the appropriate Canadian authorities and to be disseminated to holders of Shares, in each case as and to the extent required by applicable laws. The Company and its counsel shall be given a reasonable opportunity to review and comment on the Offer Documents prior to their filing with the SEC and the appropriate Canadian authorities and shall be provided with any comments Parent, Subsidiary and their counsel may receive from the SEC or the appropriate Canadian authorities with respect to the Offer Documents promptly after receipt of such comments.

Section 1.2 COMPANY ACTION. (a) The Company hereby approves of and consents to the Offer and represents and warrants that the Board, at a meeting duly called and held on March 15, 1998, unanimously (i) determined that this Agreement and the transactions contemplated hereby, including the Offer and the Completion of the Acquisition, are fair to and in the best interests of the shareholders of the Company, (ii) approved this Agreement and the transactions contemplated hereby, including the Offer and the Completion of the Acquisition and (iii) resolved to recommend that the shareholders of the Company accept the Offer, tender their Shares thereunder to Subsidiary and, if required by applicable law, approve and adopt this Agreement and the Completion of the Acquisition. The Company further represents and warrants that Donaldson, Lufkin & Jenrette Securities Corporation ("DLJ") has delivered to the Board its written opinion dated March 15, 1998 to the effect that, as of the date of such opinion, subject to the assumptions and limitations expressed therein, the consideration to be received by the holders of Shares in the Offer and the Completion of the Acquisition pursuant to this Agreement is fair to such holders from a financial point of view. The Company hereby consents to the inclusion in the Offer Documents of the fact of the recommendations of the Board described in this Section 1.2(a). The Company represents and warrants that the Board has made appropriate amendments to and determinations under the Rights Plan (the "Rights Plan Amendments and Determinations"), including without limitation: (A) an amendment to the definition of "Acquiring Person" under the Rights Plan to exclude Parent, Subsidiary and their subsidiaries from that definition; (B) an amendment to the definition of "Separation Time" under the Rights Plan to provide that the Separation Time shall not occur by virtue of the execution of this Agreement or the Shareholder Agreements, the consummation of the transactions

contemplated or permitted hereunder or thereunder or the acquisition or purchase of Shares by Parent, Subsidiary so their subsidiaries and a determination by the Board to the same effect; and (C) a determination under Section 1.1(a)(v) by the Board approving the acquisition of Shares by Parent, Subsidiary or their subsidiaries pursuant to this Agreement or the Shareholder Agreements, or any other acquisition or purchase of Shares by Parent, Subsidiary or their subsidiaries. The Company further represents and warrants that, because of the Rights Plan Amendments and Determinations, (i) the Rights Plan is inapplicable to Parent's and Subsidiary's entering into this Agreement and the Shareholder Agreements and (ii) the Rights Plan would not impede or cause an adverse effect on, or otherwise be applicable to Parent, Subsidiary or any of their subsidiaries if, Parent, Subsidiary or any of their subsidiaries (A) purchases or acquires, or proposes to purchase or acquire, any securities of the Company pursuant to the Offer, the Completion of the Acquisition or the Shareholder Agreements or (B) purchases or acquires or proposes to purchase or acquire any securities of the Company or enters into any agreement requiring or permitting the purchase or acquisition of any securities of the Company after Parent, Subsidiary or any of their subsidiaries has purchased or has acquired Shares pursuant to the Offer or upon exercise of an Option (as defined in each of the Shareholder Agreements).

(b) As soon as practicable on the date of commencement of the Offer, the Company shall file a combined Solicitation/Recommendation Statement on Schedule 14D-9 and any Directors' Circular required by Canadian law (together with any amendments or supplements thereto, the "Board Recommendation Statement"), shall file such Board Recommendation Statement with both the SEC and the appropriate Canadian authorities and shall mail the combined Board Recommendation Statement to the shareholders of the Company at the time of commencement of the Offer, together with the Offer Documents. The Board Recommendation Statement shall at all times contain the determinations, approvals and recommendations described in Section 1.2(a), unless, subject to the requirements of Section 6.8, the Company's directors determine in good faith, based upon the written advice of independent legal counsel, that the withdrawal of any of such determinations is required for the discharge of their fiduciary duties to shareholders under applicable law. Parent, Subsidiary and the Company each agrees promptly to correct any information provided by it for use in the Board Recommendation Statement if and to the extent that any such information shall have become false or misleading in any material respect. The Company further agrees to take all steps necessary to cause the Board Recommendation Statement as so corrected to be filed with the SEC and the appropriate Canadian authorities and to be disseminated to holders of Shares, in each case as and to the extent required by applicable U.S. federal and Canadian securities laws. Parent, Subsidiary and their counsel shall be given a reasonable opportunity to review and comment on the Board Recommendation Statement prior to its filing with the SEC and the appropriate Canadian authorities and shall be provided with any comments the Company and its counsel may receive from the SEC or the appropriate Canadian authorities with respect to the Board Recommendation Statement promptly after receipt of such comments.

(c) In connection with the Offer, the Company will promptly furnish Subsidiary with mailing labels, security position listings and any available listing or computer file containing the names and addresses of the record holders of the Shares as of a recent date

and shall furnish Subsidiary with such additional information and assistance (including, without limitation, updated lists of shareholders, mailing labels and lists of securities positions) as Subsidiary or its agents may reasonably request in communicating the Offer to the record and beneficial holders of Shares. 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 Completion of the Acquisition, Subsidiary and its affiliates and associates shall hold in confidence the information contained in any such labels, listings and files, will use such information only in connection with the Offer and the Completion of the Acquisition, and, if this Agreement shall be terminated, will deliver to the Company all copies of such information then in their possession.

Section 1.3 BOARDS OF DIRECTORS AND COMMITTEES; SECTION 14(f). (a) Promptly upon the purchase by Subsidiary of Shares pursuant to the Offer and from time to time thereafter, so long as Parent and Subsidiary are not in material breach of their respective obligations hereunder, Subsidiary shall be entitled to designate up to such number of directors, rounded up to the next whole number, on the Board that equals the product of (i) the total number of directors on the Board (giving effect to the election of any additional directors pursuant to this Section) and (ii) the percentage that the number of Shares owned by Subsidiary and its affiliates (including any Shares purchased pursuant to the Offer) bears to the total number of outstanding Shares, and the Company shall, upon request by Subsidiary, promptly either increase the size of the Board to the extent permitted by applicable law or use its reasonable best efforts to secure the resignation of such number of directors as is necessary to enable Subsidiary's designees to be elected to the Board and shall cause Subsidiary's designees to be so elected; PROVIDED, HOWEVER, that at all times prior to the Completion of the Acquisition at least two persons who are directors of the Company as of the date hereof and designated by the Company as soon as reasonably practicable after the date hereof (or who are designated by such designated directors) shall be entitled to remain directors of the Company (the "Continuing Directors"). Promptly upon request by Subsidiary, the Company will use its reasonable best efforts to cause persons designated by Subsidiary to constitute the same percentage as the number of Subsidiary's designees to the Board bears to the total number of directors on the Board on (i) each committee of the Board, (ii) each board of directors or similar governing body or bodies of each subsidiary of the Company designated by Subsidiary and (iii) each committee of each such board or body. Notwithstanding the foregoing, until the completion of the Offer, the Company shall use its reasonable best efforts to ensure that all of the members of the Board and of such boards, bodies and committees as of the date hereof who are not employees of the Company shall remain members of the Board and such boards, bodies and committees. In complying with this subsection (a) and without restricting the right of the two Continuing Directors to serve on the Board, the parties shall cause the composition of the Board and its committees to comply with applicable law and listing requirements.

(b) The Company's obligations to appoint designees to the Board shall be subject to Section 14(f) of the Securities Exchange Act of 1934, as amended (the "Exchange Act"), and Rule 14f-1 promulgated thereunder. The Company shall promptly take all actions required pursuant to Section 14(f) and Rule 14f-1 in order to fulfill its obligations under this

Section 1.3 and shall include in the Board Recommendation Statement such information with respect to the Company and its officers and directors as is required under Section 14(f) and Rule 14f-1. Parent or Subsidiary will supply to the Company in writing and be solely responsible for any information with respect to either 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 Subsidiary's designees to the Board pursuant to this Section 1.3 and prior to the Effective Time, any amendment or modification of this Agreement or the Articles of Association or Memorandum of Association of the Company, 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 Subsidiary, any waiver of any of the Company's rights hereunder or any other action with respect to this Agreement or the transactions contemplated hereby which is materially adverse to holders of Shares generally (other than Subsidiary) will require the concurrence of at least fifty percent of the Continuing Directors.

Section 1.4 COMPANY STOCK OPTIONS. (a) Unless Parent and the Company make the Option Election (as defined below), the Company shall, prior to completion of the Offer: (i) use its best efforts to amend each outstanding stock option, warrant or other right to acquire Shares ("Company Options") or any plans with respect to Company Options to permit vesting of unvested and exercise of Company Options contingent on consummation of the Offer; (ii) declare all Company Options to be fully exercisable and vested prior to the completion of the Offer and contingent on consummation of the Offer; and (iii) use its best efforts to cause the holders of Company Options to exercise their Company Options and tender the Shares so acquired in the Offer.

(b) Parent and the Company may agree, after consulting their respective counsel, to implement the steps set forth in this Section 1.4(b) instead of the steps set forth in Section 1.4(a) (the "Option Election"). If the parties make the Option Election: (i) immediately prior to consummation of the Offer, the Company shall offer to pay to the holder of each Company Option, in exchange for the agreement by such holder to cancel his, her or its Company Options, an amount equal to (x) the difference between the Per Share Amount and the per Share exercise price of such Company Option, multiplied by (y) the number of Shares underlying such holder's Company Option; (ii) the Company will use its best efforts to cause the holders of Company Options to accept the Company's offer set forth above and enter into appropriate cancellation agreements; and (iii) Parent shall, immediately following consummation of the Offer, lend to (subject to any of the Company's contractual restrictions and at the Applicable Federal Rate) or contribute to the capital of the Company cash in an amount equal to the amount necessary to satisfy payment by the Company of the amounts required under this Section 1.4(b).

(c) The Company, Parent and the Board shall take whatever actions are required such that, as of the Effective Time, any Company Options not exercised or canceled pursuant to Section 1.4(a) or 1.4(b) above are converted into a fully vested and exercisable right to acquire common stock of Parent in a manner that is substantially consistent with the requirements applicable to "issuing or assuming a stock option in a transaction to which section 424(a) applies," as that phrase is defined in Section 424(a) of the Code (as defined in Section 4.2); provided that the Company Options (and any replacements) shall not confer on the holders thereof any rights to acquire securities of the Company. Parent shall cooperate in whatever actions are required for the Company and the Board to implement this Section 1.4(c).

ARTICLE II

THE COMPLETION OF THE ACQUISITION

Section 2.1 THE COMPULSORY ACQUISITION. Subject to the satisfaction or waiver of the conditions set forth in Article VII, if after purchasing Shares in the Offer (and, if Subsidiary chooses to do so, through open market purchases for 30 days or less), Subsidiary owns enough Shares to effectuate a Compulsory Acquisition, Subsidiary shall as promptly as practicable thereafter, effectuate a Compulsory Acquisition in which every shareholder of the Company other than Subsidiary surrenders his, her or its ownership of Shares to Subsidiary in exchange for the payment by Subsidiary to each such shareholder of the Per Share Amount, all in accordance with the provisions of Section 255 of the BC Act. Subsidiary shall as promptly as practicable make such filings and take such other actions as are necessary to implement the Compulsory Acquisition.

Section 2.2 THE AMALGAMATION. Subject to the satisfaction or waiver of the conditions set forth in Article VII, if after purchasing Shares in the Offer, Subsidiary does not own enough Shares to effectuate a Compulsory Acquisition (and has not acquired enough Shares within 30 days through open market purchases if Subsidiary has chosen to make such open market purchases), the parties shall as soon as practicable thereafter consummate the Amalgamation as provided in the remainder of this Section 2.2 and in Article III and in any amalgamation agreement entered into to effect the Amalgamation (the "Amalgamation Agreement"). Subject to the terms and conditions of this Agreement, the Amalgamation Agreement and applicable provisions of the BC Act, at the Effective Time: (i) Subsidiary will amalgamate with the Company; (ii) the separate existence of Subsidiary and the Company will cease; and (iii) Amalco will continue as the successor corporation to the business and undertaking theretofore undertaken by the Company and Subsidiary. From and after the Effective Time, and without any further action on the part of any person, the Amalgamation will have all the effects provided by applicable Legal Requirements, the effects described in Section 3.1 hereof with respect to the exchange of share capital and the effects to be set forth in the Amalgamation Agreement.

Section 2.3 MEETING AND VOTING. Parent shall, and shall cause Subsidiary to, cause all Shares beneficially owned by them to be present and voting for the purpose of a quorum and to

be voted affirmatively in favor of the Amalgamation at any meeting or solicitation of consents with respect thereto.

ARTICLE III

EXCHANGE OF SHARE CAPITAL

Section 3.1 EXCHANGE OF SHARE CAPITAL. At the Effective Time, by virtue of the Amalgamation and without any action on the part of Parent, Subsidiary, the Company or the holders of any of the following securities, the parties agree as follows:

(a) EXCHANGE CONSIDERATION. Each Share outstanding immediately prior to the Effective Time (except Shares subject to Section 3.1 (b)) shall be exchanged for one Preference Share as contemplated in the Amalgamation Agreement. In turn, each Preference Share will be immediately redeemed by Amalco upon payment to each remaining holder of Shares of the Per Share Amount for each Share.

(b) SUBSIDIARY-OWNED SHARES. Any Shares issued and outstanding immediately prior to the Effective Time and owned directly or indirectly by Subsidiary, if any, will be canceled and retired, and no consideration will be delivered in exchange therefor.

(c) SUBSIDIARY EXCHANGE. Each common share of Subsidiary (the "Subsidiary Common Shares") outstanding immediately prior to the Effective Time will be exchanged for an identical number of Amalco common shares.

Section 3.2 EXCHANGE OF CERTIFICATES.

(a) EXCHANGE AGENT. In the event of either the Compulsory Acquisition or the Amalgamation, as of the Effective Time, Parent shall enter into an agreement with a bank or trust company selected by the Company to act as exchange agent (the "Exchange Agent") in connection with the surrender of certificates that, prior to the Effective Time, evidenced outstanding Shares ("Share Certificates"). Prior to the Closing Date, Parent will deposit with the Exchange Agent for exchange in accordance with this Section 3.2 cash funds, as they are needed, required to pay the Per Share Amount to all holders of the Shares outstanding immediately prior to the Effective Time (other than Shares owned by Parent or any of its subsidiaries).

(b) EXCHANGE. As soon as practicable after the Effective Time, Parent will cause the Exchange Agent to mail to each person who was a holder of record of Shares and Company Options at the Effective Time: (i) a letter of transmittal (which will specify that delivery will be effective, and risk of loss and title to any Share Certificates will pass, only upon delivery of the Share Certificates to the Exchange Agent and will be in such form and will have such other provisions as are specified by Parent and reasonably acceptable to the Company); and (ii) instructions for use in effecting the surrender of Share Certificates in exchange for the

aggregate Per Share Amount due each holder of Shares at the Effective Time. Upon surrender of Share Certificates 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 such other documents as may be required by the Exchange Agent or such other agent, the holder of such Share Certificate will be entitled to receive in exchange therefor the aggregate amount of the Per Share Amount due each holder of Shares at the Effective Time and the Share Certificate so surrendered will be canceled. In the event of a transfer of ownership of Shares that is not registered in the transfer records of the Company, the aggregate amount of the Per Share Amount may be paid to a person other than the person in whose name the surrendered Share Certificate is registered if the Share Certificate representing such Shares is presented to the Exchange Agent accompanied by all documents required to evidence and effect such transfer and by evidence reasonably satisfactory to Parent that any applicable stock transfer tax has been paid. Parent will not directly or indirectly pay or reimburse any person for any transfer taxes of the type referred to in the preceding sentence. If any Per Share Amount to be paid to a person other than the person in whose name the Share Certificates surrendered in exchange therefor are registered, it will be a condition to the delivery of such Per Share Amount that the Share Certificates so surrendered are properly endorsed or accompanied by appropriate stock powers and otherwise in proper form for transfer, that such transfer otherwise is proper and that the person requesting such transfer pays to the Exchange Agent any transfer or other taxes payable by reason of the foregoing or establishes to the satisfaction of the Exchange Agent that such taxes have been paid or are not required to be paid.

(c) CERTIFICATES NOT EXCHANGED. After the Effective Time, each outstanding Company Share Certificate will, until surrendered for exchange in accordance with this Section 3.2, be deemed for all purposes to evidence only the right to receive the aggregate Per Share Amount in respect of such Share Certificate.

(d) EXPENSES. Except as otherwise expressly provided in this Agreement, Parent will pay all charges and expenses, including those of the Exchange Agent, in connection with the exchange of the Shares for the appropriate Per Share Amount, except any charges or expenses that are otherwise solely the liability of one or more holders of Shares. Any funds deposited with the Exchange Agent that remain unclaimed by the former shareholders of the Company after nine (9) months following the Effective Time will be delivered to Parent upon its demand, and any former shareholders of the Company who have not then complied with the instructions for exchanging their Company Share Certificates will thereafter look only to Parent for exchange payment of the appropriate Per Share Amount in Share Certificates.

(e) NO LIABILITY. None of Parent, Subsidiary, the Company, Amalco or the Exchange Agent will be liable to any holder of Shares for any cash funds delivered to a state or provincial abandoned property administrator or other public official pursuant to any applicable abandoned property, escheat or similar law.

(f) LOST CERTIFICATES. If any Share Certificate is lost, stolen or destroyed, the Exchange Agent will issue in exchange for such lost, stolen or destroyed Share Certificate the

aggregate Per Share Amount payable in respect thereof as determined in accordance with the terms of this Agreement, subject to the condition that the person to whom the Per Share Amount is to be paid shall have (a) delivered to Parent an affidavit claiming such Share Certificate to be lost, stolen, or destroyed and (b) if required by Parent, given Parent an indemnity satisfactory to Parent against any claim that may be made against Parent with respect to the Share Certificate alleged to have been lost, stolen or destroyed.

(g) At the consummation of the Offer, the Board of Directors of the Company shall (i) terminate the ESPP and (ii) notify all participants thereunder of its termination.

(h) CLOSING OF THE COMPANY'S TRANSFER BOOKS. At the Effective Time, the stock transfer books of the Company shall be closed and no transfer of shall be made thereafter. In the event that, after the Effective Time, Company Share Certificates are presented to Amalco, they shall be exchanged for the appropriate Per Share Amount as provided in Section 3.2(b) hereof.

(i) CLOSING. The closing of the transactions contemplated by this Agreement (the "Closing") will take place (i) at the offices of Mayer, Brown & Platt, 190 South LaSalle Street, Chicago, Illinois, at 9:00 a.m. local time on the date that is the first business day after the day on which the last of the conditions set forth in Article VIII (excluding delivery of opinions and certificates) is fulfilled or waived or (ii) at such other place and time as Parent and the Company agree in writing. The date on which the Closing occurs is referred to in this Agreement as the "Closing Date."

Section 3.3 SHAREHOLDERS' MEETING. The Company, acting through the Board, shall, in accordance with applicable law as soon as practicable following the consummation of the Offer:

(i) duly call, give notice of, convene and hold an annual or special meeting of its shareholders (the "Shareholders' Meeting") for the purpose of considering the Amalgamation;

(ii) subject to the Board's fiduciary obligations under applicable law, include in the Proxy Statement for the Shareholders' Meeting the recommendation of the Board that shareholders of the Company vote in favor of the approval and adoption of this Agreement and the transactions contemplated hereby; and

(iii) use its reasonable best efforts (A) to obtain and furnish the information required to be included by it in the Proxy Statement and, after consultation with Parent, respond promptly to any comments made by the SEC or the appropriate Canadian authorities with respect to the Proxy Statement and any preliminary version thereof and cause the Proxy Statement to be mailed to its shareholders at the earliest practicable time following the consummation of the

Offer and (B) to obtain the necessary approvals by its shareholders of the Amalgamation.

Section 3.4 DISSENTING SHARES. Notwithstanding anything in this Agreement to the contrary, a shareholder of the Company who did not tender Shares pursuant to the Offer may exercise the rights granted under the BC Act to apply to court in connection with the Subsidiary's plan to acquire any outstanding Shares pursuant to the Compulsory Acquisition. A shareholder of the Company who did not tender Shares pursuant to the Offer may exercise rights of dissent in the manner set forth in Section 207 of the BC Act in connection with the Amalgamation. If, after the Effective Time, such holder fails to perfect or withdraws or loses his, her or its right to apply to court to dissent, as applicable, such Shares shall be treated as if they had been converted, as of the Effective Time, into a right to receive the Per Share Amount without interest thereon. The Company shall give Parent prompt notice of any notices or demands received by the Company for appraisal of Shares, and, prior to the Effective Time, Parent shall have the right to participate in all negotiations and proceedings with respect to such demands. Prior to the Effective Time, 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.

ARTICLE IV

REPRESENTATIONS AND WARRANTIES OF THE COMPANY

The Company represents and warrants to Parent and Subsidiary as follows:

Section 4.1 ORGANIZATION AND QUALIFICATION; SUBSIDIARIES. (a) Each of the Company and its subsidiaries is a corporation duly organized, validly existing and in good standing under the laws of the jurisdiction of its organization and has all requisite corporate power and authority to own, lease and operate its properties and to carry on its business as now being conducted, except where the failure to be so organized, existing and in good standing or to have such power and authority would not, individually or in the aggregate, have a material adverse effect on the business, assets, liabilities, results of operations, or financial condition of the Company and its subsidiaries, taken as a whole, but specifically excluding any adverse change in the general economy in the United States, any adverse change in the diagnostic industry generally, any adverse change arising from the transactions contemplated hereby and any adverse change resulting from any change in generally accepted accounting principles required to be made as a result of the issuance of a new accounting standard or change to an existing accounting standard (a "Material Adverse Effect").

(b) Each of the Company and its subsidiaries is duly qualified or licensed and in good standing to do business in each jurisdiction in which the property owned, leased or operated by it or the nature of the business conducted by it makes such qualification or licensing necessary, except where the failure to be so duly qualified or licensed and in good standing would not, individually or in the aggregate, have a Material Adverse Effect.

(c) The Company has heretofore furnished to Parent complete and correct copies of the Company's Memorandum of Association and Articles of Association, each as amended, and the equivalent organizational documents of each of its subsidiaries, each as amended to the date hereof. Such Memorandum of Association and Articles of Association and equivalent organizational documents are in full force and effect and no other organizational documents are applicable to or binding upon the Company or its subsidiaries. The Company is not in violation of any of the provisions of its Memorandum of Association or Articles of Association and no subsidiary of the Company is in violation of any of the provisions of such subsidiary's equivalent organizational documents.

(d) The Company has heretofore furnished to Parent a complete and correct list of all entities in which the Company owns, directly or indirectly, any equity or voting interest, which list sets forth the amount of capital stock of or other equity interests in such entities, directly or indirectly. No entity in which the Company owns, directly or indirectly, less than a 50% equity interest is, individually or when taken together with all other such entities, material to the business of the Company and its subsidiaries, taken as a whole.

Section 4.2 CAPITALIZATION OF THE COMPANY AND ITS SUBSIDIARIES. The authorized capital stock of the Company consists of 200,000,000 Shares of which, as of March 12, 1998, 16,826,599 Shares were issued and outstanding (together with the associated common share purchase rights), 16,816 Shares were subject to issuance under a restricted bonus plan and up to 600,000 shares were authorized for issuance under the ESPP. All outstanding shares of capital stock of the Company have been validly issued, and are fully paid, nonassessable and free of preemptive rights. As of March 12, 1998, Company Options to purchase an aggregate of 1,655,000 Shares were outstanding. Schedule 4.2 sets forth the complete list of all outstanding Company Options, including the exercise prices thereof, as of March 12, 1998. Except as set forth above and except pursuant to any common share purchase rights under the Rights Plan, there are outstanding (i) no shares of capital stock or other voting securities of the Company, (ii) no securities of the Company convertible into or exchangeable for shares of capital stock or voting securities of the Company, (iii) no options, subscriptions, warrants, convertible securities, calls or other rights to acquire from the Company, and no obligation of the Company to issue, deliver or sell any capital stock, voting securities or securities convertible into or exchangeable for capital stock or voting securities of the Company and (iv) no equity equivalents, interests in the ownership or earnings of the Company or other similar rights (collectively, "Company Securities"). None of the Company Options are "incentive stock options" (within the meaning of section 422 of the United States Federal Internal Revenue Code of 1986, as amended (the "Code")). There are no outstanding obligations of the Company or any of its subsidiaries to repurchase, redeem or otherwise acquire any Company Securities, other than the Company's obligations hereunder respecting the Company Options. Each of the outstanding shares of capital stock of each of the Company's subsidiaries is duly authorized, validly issued, fully paid and nonassessable and is directly or indirectly owned by the Company, free and clear of all security interests, liens, claims, pledges, charges, voting agreements or other encumbrances of any nature whatsoever (collectively, "Liens"). There are no existing options, calls or commitments of any character relating to the issued or unissued capital stock or other securities

of any subsidiary of the Company. Since March 11, 1998, no Company Options have been granted and no Shares have been issued except pursuant to Company Options, the Company's restricted bonus plan and the ESPP as disclosed above.

Section 4.3 AUTHORITY RELATIVE TO THIS AGREEMENT. The Company has all necessary corporate power and authority to execute and deliver this Agreement, to perform its obligations hereunder and to consummate the transactions contemplated hereby. The execution, delivery and performance of this Agreement and the consummation of the transactions contemplated hereby have been duly and validly authorized by the Board and no other corporate proceedings on the part of the Company are necessary to authorize this Agreement or to consummate the transactions so contemplated (other than, with respect to the Amalgamation, the approval (i) required by Policy 9.1 of the Ontario Securities Commission ("OSC") and (ii) of the holders of 75% of all outstanding Shares and the filing of the appropriate documents as required by the BC Act and the federal laws of Canada). This Agreement has been duly and validly executed and delivered by the Company and constitutes a legal, valid and binding agreement of the Company enforceable against the Company in accordance with its terms except as such enforceability may be limited by equity principles, bankruptcy laws and other similar laws affecting creditors' rights generally.

Section 4.4 NON-CONTRAVENTION; REQUIRED FILINGS AND CONSENTS. (a) The execution, delivery and performance by the Company of this Agreement and the consummation of the transactions contemplated hereby (including the Completion of the Acquisition) do not and shall not (i) contravene or conflict with the Memorandum of Association or Articles of Association of the Company or the equivalent organizational documents of any of its subsidiaries; (ii) assuming that all consents, authorizations and approvals contemplated by subsection (b) below have been obtained and all filings described therein have been made, contravene or conflict with or constitute a violation of any provision of any law, regulation, judgment, injunction, order or decree binding upon or applicable to the Company, any of its subsidiaries or any of their respective properties; (iii) conflict with, or result in the breach or termination of any provision of or constitute a default (with or without the giving of notice or the lapse of time or both) under, or give rise to any right of termination, cancellation, or loss of any benefit to which the Company or any of its subsidiaries is entitled under any provision of any agreement, contract, license or other instrument binding upon the Company, any of its subsidiaries or any of their respective properties, or allow the acceleration of the performance of, any obligation of the Company or any of its subsidiaries under any indenture, mortgage, deed of trust, lease, license, contract, instrument or other agreement to which the Company or any of its subsidiaries is a party or by which the Company or any of its subsidiaries or any of their respective assets or properties is subject or bound; or (iv) result in the creation or imposition of any Lien on any asset of the Company or any of its subsidiaries, except in the case of clauses (ii), (iii) and (iv) for any such contraventions, conflicts, violations, breaches, terminations, defaults, cancellations, losses, accelerations and Liens which would not individually or in the aggregate have a Material Adverse Effect or materially interfere with the consummation by the Company of the transactions contemplated by this Agreement.

(b) The execution, delivery and performance by the Company of this Agreement and the consummation of the transactions contemplated hereby (including the Completion of the Acquisition) by the Company require no action by or in respect of, or filing with, any governmental body, agency, official or authority (whether domestic, foreign or supranational) other than (i) the filing of a compulsory acquisition notice, in the case of the Compulsory Acquisition, or the filing and approval of amalgamation documents with the British Columbia Registrar of Companies and the filing and approval of an application to the Supreme Court of British Columbia in the case of the Amalgamation in accordance with the BC Act and any other Canadian provincial authorities; (ii) compliance with any applicable requirements of the Hart-Scott-Rodino Antitrust Improvements Act of 1976, as amended (the "HSR Act"); (iii) compliance with the Canadian Competition Act; (iv) compliance with the Investment Canada Act; (v) compliance with any applicable requirements of any laws or regulations relating to the regulation of monopolies or competition in Germany and compliance with any applicable requirements of the United Kingdom Fair Trading Act; (vi) compliance with any applicable requirements of the Exchange Act and state and provincial securities, takeover and Blue Sky laws; and (vii) such actions or filings which, if not taken or made, would not, individually or in the aggregate, have a Material Adverse Effect or materially interfere with the consummation by the Company of the transactions contemplated by this Agreement.

Section 4.5 SEC REPORTS. (a) The Company has filed all required forms, reports and documents with the SEC and all applicable Canadian provincial regulators since January 1, 1996 (collectively, the "SEC Reports"), each of which has complied in all material respects with applicable requirements of the Securities Act of 1933, as amended (the "Securities Act"), and the Exchange Act. As of their respective dates, none of the SEC Reports, including, without limitation, any financial statements or schedules included therein, contained any untrue statement of a material fact or omitted 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. The audited consolidated financial statements and unaudited consolidated interim financial statements of the Company included in the SEC Reports fairly present in all material respects, in conformity with generally accepted accounting principles applied on a consistent basis (except as may be indicated in the notes thereto), the consolidated financial position of the Company and its consolidated subsidiaries as of the dates thereof and their consolidated results of operations and cash flows for the periods then ended (subject to normal year-end adjustments and the absence of footnotes in the case of any unaudited interim financial statements). The Company has heretofore provided complete and correct copies of each of the SEC Reports to Parent.

(b) Except as reflected or reserved against in the audited consolidated balance sheet of the Company and its subsidiaries at December 31, 1997 the Company and its subsidiaries have no liabilities of any nature (whether accrued, absolute, contingent or otherwise), except for liabilities incurred in the ordinary course of business since December 31, 1997, or which would not, individually or in the aggregate, have a Material Adverse Effect.

Section 4.6 ABSENCE OF CERTAIN CHANGES; DERIVATIVES. (a) Since December 31, 1997, except as specifically disclosed in the SEC Reports filed prior to the date of this Agreement, neither the Company nor any of its subsidiaries has (i) taken any of the actions set forth in Section 6.1 except as permitted thereunder, or (ii) entered into any transaction, or conducted its business or operations, other than in the ordinary course of business consistent with past practice. Since December 31, 1997, there has not been any event or change related to the Company which has had a Material Adverse Effect.

(b) Schedule 4.6(b) sets forth a complete and correct list of all Derivative Financial Instruments (as defined below) (including the face, contract or notional amount of and any open position relating to such Derivative Financial Instruments and a brief summary of the nature and terms thereof) to which the Company or any of its subsidiaries is a party or by which the Company or any of its subsidiaries or any of their respective assets or properties is subject or bound (including, without limitation, funds of the Company or any of its subsidiaries invested by any other person). For purposes of this Agreement, "Derivative Financial Instrument" means any futures, forward, swap, option or swaption contract, or any other financial instrument with similar characteristics and/or generally characterized as a "derivative" security.

Section 4.7 BOARD RECOMMENDATION STATEMENT; OFFER DOCUMENTS. Neither the Board Recommendation Statement, nor any of the information provided by the Company and/or by its auditors, legal counsel, financial advisors or other consultants or advisors specifically for use in the Offer Documents or any supplements or amendments thereto when filed with the SEC or any Canadian regulatory authority and on the date first published, sent or given to the Company's shareholders, as the case may be, will 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 were made, not misleading.

Section 4.8 FINDER'S FEE; PROFESSIONAL EXPENSES. Except as set forth on Schedule 4.8(a), no broker, finder, investment banker or other intermediary is entitled to any brokerage, finder's or other fee or commission in connection with the transactions contemplated by this Agreement based upon arrangements made by and on behalf of the Company. The maximum amounts payable to each such person is set forth on Schedule 4.8(a). The Company has heretofore furnished to Parent a complete and correct copy of all agreements between the Company and the persons identified on Schedule 4.8(a) pursuant to which such persons would be entitled to any payment relating to the transactions contemplated hereby. The maximum amount paid, payable or to become payable by the Company or any of its subsidiaries to any attorney, financial advisor, broker, consultant, accountant or other advisor ("Professionals") other than Willkie, Farr & Gallagher in connection with the evaluation, negotiation, execution or performance of this Agreement or the consummation of the transactions contemplated to be effected pursuant hereto will not exceed U.S.$8 million (other than such amounts payable to accountants in connection with the Company complying with the provisions of this Agreement). Since December 31, 1997, and other than ordinary course expenses consistent with the historical amounts and frequency reflected in the financial statements contained in the SEC Reports filed prior to the date hereof, the Company has not incurred, and will not incur any costs, fees or

expenses (i) as of the date hereof related to the services of Professionals for any other purpose in excess of U.S.$1,750,000, which amount is summarized on Schedule 4.8(b) or (ii) payable to Willkie, Farr & Gallagher other than the amount set forth on Schedule 4.8(a).

Section 4.9 ABSENCE OF LITIGATION. There is no action, suit, claim, investigation or proceeding (or, to the knowledge of the Company, any basis for any person to assert any claim likely to result in liability or any other adverse determination) pending against, or to the knowledge of the Company, threatened against or affecting, the Company or any of its subsidiaries or any of their respective properties before any court or arbitrator or any administrative, regulatory or governmental body, or any agency or official (collectively, "Litigation"), that individually or in the aggregate, would reasonably be expected to have a Material Adverse Effect. The Company and its subsidiaries are not party to any Litigation initiated by them other than Litigation with Parent or its subsidiaries or in connection with the collection of accounts receivable in the ordinary course of business. Without limiting the generality of the foregoing, as of the date hereof, there is no Litigation to which the Company or any of its subsidiaries is a party that (i) in any manner challenges or seeks to prevent, enjoin, alter or delay the Offer or the Completion of the Acquisition or any of the other transactions contemplated hereby; or (ii) alleges criminal action or inaction by the Company or any of its Subsidiaries. As of the date hereof, neither the Company nor any of its subsidiaries nor any of their respective properties is subject to any order, writ, judgment, injunction, decree, determination or award having, or which would reasonably be expected to have, a Material Adverse Effect or which would prevent or delay the consummation of the transactions contemplated hereby.

Section 4.10 TAXES. (a) All material federal, state, provincial, local, foreign and other governmental Tax (as defined below) returns, reports, information returns and statements of the Company and each of its subsidiaries (including any consolidated Tax returns that include the income or loss of the Company or any of its subsidiaries) required by law to be filed or sent as of the Effective Time have been or shall be duly filed or sent, and such returns, reports and statements are or shall be true, complete and correct in all material respects. All material federal, provincial, state, local, foreign and other governmental taxes, assessments, fees and similar charges, including without limitation, income, gross receipts, net proceeds, alternative or add-on minimum, ad valorem, value added, turnover, sales, use, property, personal property (tangible and intangible), stamp, leasing, lease, user, excise, duty, franchise, transfer, license, withholding, payroll, employment, fuel, excess profits, environmental, occupational and interest equalization, windfall profits, severance, and other charges (including interest and penalties) (collectively, "Taxes") imposed upon the Company or any of its subsidiaries or any of the properties, assets or income of the Company or any of its subsidiaries which are due and payable through the Effective Time or claimed by any taxing authority to be due and payable through the Effective Time have been or shall be paid or reserved for, or adequate provision shall be made therefor, as of the Effective Time, other than Taxes being contested in good faith by the Company or any of its subsidiaries concerning an aggregate amount which is not material to the business of the Company or such of its subsidiaries. The most recent financial statements contained in the SEC

Reports reflect an adequate Tax reserve in accordance with generally accepted accounting principles.

(b) As of the date hereof, (i) there are no material Tax claims pending against the Company or any of its subsidiaries and the Company has no knowledge of any threatened claim for material Tax deficiencies or any basis for such claims, (ii) no Tax returns for the Company or any of its subsidiaries have been or are currently being audited by any taxing authority, (iii) to the Company's knowledge, there are no material issues have been raised in any examination by any taxing authority with respect to the Company or any of its subsidiaries which, by application of similar principles, reasonably could be expected to result in a proposed deficiency for any other period not so examined and (iv) there are not now in force any waivers or agreements by the Company or any of its subsidiaries for the extension of time for the assessment of any material Tax, nor has any such waiver or agreement been requested by the Internal Revenue Service, Revenue Canada or any other taxing authority. The statute of limitations with respect to any year or period to and including the fiscal year ended 1991 has expired.

(c) The Company and all of its subsidiaries have paid or are withholding and shall pay when due to the proper taxing authorities all material withholding amounts required to be withheld with respect to all Taxes, including without limitation, sales and use Taxes and Taxes on income or benefits and Taxes for unemployment, social security or other similar programs with respect to salary and other compensation of directors, officers and employees of the Company and its subsidiaries.

(d) Neither the Company nor any of its subsidiaries has any liability for any material federal, provincial, state, local, foreign or other Taxes of any corporation or entity other than the Company and its subsidiaries, including without limitation any liability arising from the application of U.S. Treasury Regulation Section 1.1502-6 or any analogous provision of provincial, state, local or foreign law.

(e) Neither the Company nor any of its subsidiaries is or has been a party to any material Tax sharing agreement with any corporation other than the Company and its subsidiaries.

(f) To the best of the Company's knowledge and as of the date hereof, no person who holds five (5) percent or more of the stock of the Company is a "foreign person" as defined in Section 1445(f)(3) of the Code.

Section 4.11 EMPLOYEE BENEFITS. (a) Schedule 4.11(a) contains a true and complete list of each material bonus, deferred compensation, incentive compensation, stock purchase, stock option, severance or termination pay, hospitalization or other medical, life, disability or other insurance, supplemental unemployment benefits, fringe benefit, profit-sharing, pension, or retirement plan, program, agreement or arrangement, each material employment agreement and each other material employee benefit plan, program, agreement or arrangement sponsored, maintained or contributed to or required to be contributed to by the Company, or by

any trade or business, whether or not incorporated (an "ERISA Affiliate"), that together with the Company would be deemed a "single employer" within the meaning of section 4001 of the Employee Retirement Income Security Act of 1974, as amended ("ERISA"), or with respect to which the Company or any ERISA Affiliate has any liability or contingent liability (collectively, the "Plans" and, individually, a "Plan"), whether or not any such Plan is subject to ERISA. Schedule 4.11(a) identifies each of the Plans that is an "employee benefit plan" as that term is defined in section 3(3) of ERISA (the "ERISA Plans").

(b) Other than with respect to the matters addressed in Section 4.11(p) below, the Company has heretofore delivered to Parent true and complete copies of each of the Plans and all material contracts relating thereto, or to the funding thereof, including, without limitation, all material trust agreements, insurance contracts, administration contracts, investment management agreements, subscription and participation agreements, and recordkeeping agreements, each as in effect on the date hereof. In the case of any Plan which is not in written form, Parent has been supplied with an accurate description of such Plan as in effect on the date hereof. A true and correct copy of the most recent annual report, actuarial report, accountant's opinion of the Plan's financial statements, and Internal Revenue Service determination letter with respect to each Plan, to the extent applicable, and a current schedule of assets (and the fair market value thereof assuming liquidation of any asset which is not readily tradable) held with respect to any funded Plan has been supplied to the Parent, and there have been no material changes in the financial condition in the respective Plans from that stated in the annual reports and actuarial reports supplied.

(c) None of the Plans is subject to title IV of ERISA and none of the Plans is a multiemployer plan (as defined in section 3(37) of ERISA).

(d) With respect to any Plan subject to ERISA, neither the Company nor any ERISA Affiliate, nor any Plan, nor any trust created thereunder, nor any trustee or administrator thereof has engaged in a prohibited transaction (as defined in section 406 of ERISA or section 4975 of the Code) with respect to any such Plan nor have there been any other prohibited transactions with respect to any such Plans.

(e) Each Plan complies and has been operated and administered in form and operation in all material respects in accordance with its terms and applicable law, including but not limited to ERISA and the Code, and no event has occurred which will or could cause any Plan to fail to comply with such requirements and no notice has been issued by any governmental authority questioning or challenging such compliance.

(f) Except as set forth on Schedule 4.11(f), each Plan which is an "employee pension benefit plan" (as defined in section 3(2) of ERISA) complies in form and in operation with all applicable requirements of sections 401(a) and 501(a) of the Code; there have been no amendments to any such Plan which are not the subject of a favorable determination letter issued with respect thereto by the Internal Revenue Service; and no event has occurred which will or could give rise to disqualification of any such Plan under such sections or to a tax under section

511 of the Code. Each ERISA Plan which is a "voluntary employees' beneficiary association" (within the meaning of section 501(c)(9) of the Code) is the subject of a favorable determination letter issued with respect thereto by the Internal Revenue Service, a copy of which has been heretofore provided to Parent, and no event has occurred which will or could give rise to loss of any such Plan's exemption from taxation under section 501(a) of the Code or to a tax under section 511 of the Code.

(g) Except as set forth on Schedule 4.11(g), none of the assets of any Plan are invested in employer securities or employer real property.

(h) There have been no acts or omissions by the Company or any ERISA Affiliate which have given rise to or may give rise to fines, penalties, taxes or related charges under section 502 of ERISA or Chapters 43, 47, 68 or 100 of the Code for which the Company or any ERISA Affiliate may be liable.

(i) Actuarially adequate accruals for all obligations under the Plans are reflected in the financial statements of the Company.

(j) Each Plan which is intended to be "qualified" within the meaning of section 401(a) of the Code is so qualified and the trusts maintained thereunder are exempt from taxation under section 501(a) of the Code.

(k) The Company has the right to amend or terminate any Plan.

(l) Except as set forth on Schedule 4.11(l), no Plan provides benefits, including without limitation, death or medical benefits (whether or not insured), with respect to current or former employees of the Company or any ERISA Affiliate beyond their retirement or other termination of service (other than (i) coverage mandated by applicable law or (ii) death benefits or retirement benefits under any employee pension benefit plan).

(m) Except as provided in Schedule 4.11(m), the consummation of the transactions contemplated by this Agreement will not (i) entitle any current or former employee or officer of the Company or any ERISA Affiliate to severance pay, unemployment compensation or any other payment, except as expressly provided in this Agreement or (ii) accelerate the time of payment or vesting, or increase the amount of compensation due any such employee or officer.

(n) As of the date hereof, there are no pending (or, to the knowledge of the Company, threatened or anticipated) material claims by, on behalf of, or against any Plan, by any employee or beneficiary covered under any such Plan, or otherwise involving any such Plan (other than routine claims for benefits).

(o) Except for the options listed in Schedule 4.2 under the heading, "Outside of any Plan" each of the outstanding Company Options was granted under the International

Murex Technologies Corporation Amended and Restated Employee Equity Incentive Plan (the "Equity Incentive Plan") and, (except for the name and address of the grantee, the date, the exercise price, the vesting schedule, the number of Shares subject to the option, and the expiration date) is evidenced by an award agreement that is identical in all material respects to one of the two award agreements attached to Schedule 4.11(o)(1). Except for the name and address of the grantee, the date, the exercise price, the number of Shares subject to the option, and the expiration date, each of the options listed in Schedule 4.2 under the heading "Outside of any Plan" is evidenced by an option agreement that is identical in all material respects to the option agreement attached to Schedule 4.11(o)(2).

Section 4.12 COMPLIANCE. Neither the Company nor any of its subsidiaries is in violation of, or has violated, any applicable provisions of (i) any laws, rules, statutes, orders, ordinances or regulations or (ii) any note, bond, mortgage, indenture, contract, agreement, lease, license, permit, franchise, or other instrument or obligations to which the Company or its subsidiaries is a party or by which the Company or any of its subsidiaries or its or any of their respective properties are bound or affected, which in either case, individually or in the aggregate, would result in a Material Adverse Effect. Without limiting the generality of the foregoing, neither the Company nor any of its subsidiaries is in violation of, or has violated any applicable provisions of the Foreign Corrupt Practices Act, the Trading with the Enemy Act, the Anti-Economic Discrimination Act, the International Emergency Economic Powers Act, the Export Administration Regulations or any law or regulation relating to Medicare or Medicaid anti-kickback fraud and abuse or any Canadian equivalent of the foregoing.

Section 4.13 ENVIRONMENTAL MATTERS. (a) The Company and its subsidiaries are in compliance with all applicable Environmental Laws (which compliance includes, but is not limited to, the possession by the Company and its subsidiaries of all permits and other governmental authorizations required under applicable Environmental Laws, and compliance with the terms and conditions thereof), except for any noncompliance that individually or in the aggregate would not reasonably be expected to have a Material Adverse Effect. Neither the Company nor any of its subsidiaries has received any communication (written or oral), whether from a governmental authority, citizens group, employee or otherwise, that alleges that the Company or any of its subsidiaries is not in such compliance, and there are no present actions, activities, circumstances, conditions, events or incidents that may prevent or interfere with such compliance in the future which, individually or in the aggregate, would have a Material Adverse Effect.

(b) There is no Environmental Claim pending or, to the knowledge of the Company, threatened against the Company or any of its subsidiaries, or, to the knowledge of the Company, against any person or entity whose liability for any Environmental Claim the Company or any of its subsidiaries has or may have retained or assumed either contractually or by operation of law, which individually or in the aggregate would reasonably be expected to have a Material Adverse Effect.

(c) There are no present actions, activities, circumstances, conditions, events or incidents (including, without limitation, the release, emission, discharge, presence or disposal of any Hazardous Material) which could form the basis of any Environmental Claim against the Company or any of its subsidiaries, or, to the knowledge of the Company, against any person or entity whose liability for any Environmental Claim the Company or any of its subsidiaries has or may have retained or assumed either contractually or by operation of law, which individually or in the aggregate would reasonably be expected to have a Material Adverse Effect.

(d) Neither the Company nor any of its subsidiaries has, and to the knowledge of Company, no other person has Released (as defined below), placed, stored, buried or dumped Hazardous Materials or any other wastes (including, but not limited to, biological wastes) produced by, or resulting from, any business, commercial or industrial activities, operations or processes, on, beneath or adjacent to any property owned, operated or leased or formerly owned, operated or leased by the Company or any of its subsidiaries, and neither the Company nor any of its subsidiaries has received notice that it is a potentially responsible party for the Cleanup of any property, whether or not owned or operated by the Company or any of its subsidiaries, which individually or in the aggregate would reasonably be expected to have a Material Adverse Effect.

(e) The Company has no material reports, studies, analyses, tests or monitoring possessed or initiated by the Company or any of its subsidiaries pertaining to Hazardous Materials in, on, beneath or adjacent to the property owned or leased by the Company or any of its subsidiaries or regarding the Company's and its subsidiaries' compliance with applicable Environmental Laws.

(f) Except as set forth in Schedule 4.13, no transfers of material permits or other material governmental authorizations under Environmental Laws, and no additional material permits or other material governmental authorizations under Environmental Laws, will be required to permit the Company and its subsidiaries, as the case may be, to be in compliance in all material respects with all applicable Environmental Laws immediately following the transactions contemplated hereby.

(g) To the knowledge of the Company, as of the date hereof, there is not any noncompliance, allegation of noncompliance, pending or threatened Environmental Claim, actions, circumstances, conditions, events, incidents, Releases, placement, storage, burial or dumping described in paragraphs (a) through (d) above which represents a current liability or could reasonably be expected to result in liability exceeding $200,000 in the aggregate, other than as disclosed in the SEC Reports filed prior to the date hereof.

Section 4.14 INTELLECTUAL PROPERTY.

(a) Schedule 4.14(a) sets forth a complete list of all patents, all material patent applications, all trademarks and all service marks owned by the Company and each of its subsidiaries. The Company warrants that the Company or one of its subsidiaries is the sole owner of the property identified in Schedule 4.14(a), and that the Company and its subsidiaries

have not granted or promised to grant any exclusive licenses or any material non-exclusive licenses or covenants not to sue thereunder to any third party (other than to Parent or its subsidiaries and other than trademark or service mark licenses entered into in the ordinary course of business under distribution and supply agreements).

(b) Except as set forth on Schedule 4.14(b): (1) the Company and each of its subsidiaries owns, or is licensed to use (in each case, free and clear of any Liens in respect of the Company's or any of its subsidiaries' interests therein) all Intellectual Property (as defined below) used in or necessary for the conduct of its business as currently conducted; (2) the use of any Intellectual Property by the Company and its subsidiaries does not infringe on or otherwise violate the rights of any person; (3) no product (or component thereof or process) used, sold or manufactured by the Company or any of its subsidiaries infringes or otherwise violates the Intellectual Property of any other person; and (4) no person is challenging, infringing on or otherwise violating any right of the Company or any of its subsidiaries with respect to any Intellectual Property owned by and/or licensed to the Company and its subsidiaries, except for (2) through (4) as would not have a Material Adverse Effect. Without limiting the generality of the foregoing in parts (b)(2), (b)(3) and (b)(4) hereof, except as set forth on Schedule 4.14(b), the use, sale and/or manufacture by Company and its subsidiaries of microtitre products, LiPA products, rapid HIV diagnostic products, and bacteriology products, does not constitute a material violation of the rights or Intellectual Property of any other person. For purposes of this Agreement "Intellectual Property" shall mean trademarks, service marks, brand names, certification marks, trade dress, assumed names, trade names and other indications of origin, the goodwill associated with the foregoing and registrations in any jurisdiction of, and applications in any jurisdiction to register, the foregoing, including any extension, modification or renewal of any such registration or application; inventions, discoveries and ideas, whether patentable or not in any jurisdiction; patents, applications for patents (including, without limitation, division, continuations, continuations in part and renewal applications), and any renewals, extensions or reissues thereof, in any jurisdiction; nonpublic information, trade secrets and confidential information and rights in any jurisdiction to limit the use or disclosure thereof by any person; writings and other works, whether copyrightable or not in any jurisdiction; registrations or applications for registration of copyrights in any jurisdiction, and any renewals or extensions thereof; any similar intellectual property or proprietary rights; and any claims or causes of action arising out of or related to any infringement or misappropriation of any of the foregoing.

Section 4.15 SIGNIFICANT AGREEMENTS. Schedule 4.15, Section A, sets forth a complete and correct list of all of the following contracts, agreements, indentures, leases, mortgages, licenses, plans, arrangements, understandings, commitments (whether oral or written) and instruments (collectively, "Contracts") in effect as of the date hereof: (i) each Contract filed as an exhibit to the Company's Annual Report on Form 10-K for the fiscal year ended December 31, 1997 and that would be required to be filed by the Company as an exhibit to an Annual Report Form 10-K under applicable rules and regulations of the SEC; (ii) any Contract (other than the leases) that are material to the business of the Company and its subsidiaries, taken as a whole (it being understood that, for the purposes hereof, any Contracts not calling for annual payments in excess of U.S.$500,000 in the next 12 months or for aggregate payments in excess

of U.S.$5,000,000 or any Contracts terminable by the Company or its subsidiaries without payment or penalty on 90 days' notice or less shall not be deemed to be material); and (iii) any Contract relating to Intellectual Property and set forth on Schedule 4.15, Section C (the contracts, agreements and commitments listed in Schedule 4.15, collectively, the "Significant Agreements"). Except as noted on Schedule 4.15, the Company has heretofore furnished to Parent complete and correct copies of the Significant Agreements, each as amended or modified to the date hereof (including any waivers with respect thereto). Except as set forth on Schedule 4.15 or pursuant to Significant Agreements or as set forth in the SEC Reports filed prior to the date hereof, since December 31, 1997, there have been no transactions between the Company or any of its subsidiaries, on the one hand, and the other parties to the Significant Agreements or any of their respective affiliates, on the other hand, other than transactions in the ordinary course of business consistent with past practice. As of the date hereof, each of the Significant Agreements is in full force and effect and enforceable in accordance with its terms subject to equity principles and bankruptcy laws and other similar laws effecting creditors' rights generally. As of the date hereof, neither the Company nor any of its subsidiaries has received any notice (written or oral) of cancellation or termination of, or any expression or indication of an intention or desire to cancel or terminate, any of the Significant Agreements. As of the date hereof, no Significant Agreement is the subject of, or, to the Company's knowledge, has been threatened to be made the subject of, any arbitration, suit or other legal proceeding. As of the date hereof, with respect to any Significant Agreement which by its terms will terminate as of a certain date unless renewed or unless an option to extend such Significant Agreement is exercised, neither the Company nor any of its subsidiaries has received any notice (written or oral), or otherwise has any knowledge, that any such Significant Agreement shall not be, or is not likely to be, so renewed or that any such extension option shall not be exercised. As of the date hereof, there exists no event of default or occurrence, condition or act on the part of the Company or any of its subsidiaries or, to the knowledge of the Company, on the part of the other parties to the Significant Agreements which constitutes or would constitute (with notice or lapse of time or both) a breach of or default under any of the Significant Agreements and which, individually or in the aggregate, would have a Material Adverse Effect. As of the date hereof, without limiting the generality of the foregoing, the Company and its subsidiaries are not in material breach or default of any of the terms of any of the agreements identified on Schedule 4.15, Section C. Except as set forth on Schedule 4.15, Section B, the execution, delivery and performance by the Company of this Agreement and the consummation of the transactions contemplated hereby do not and shall not conflict with, or result in the breach or termination of any provision of or constitute a default (with or without the giving of notice or the lapse of time or both) under, or give rise to any right of termination, cancellation, or loss of any benefit to which the Company or any of its subsidiaries is entitled under any provision of any Significant Agreement.

Section 4.16 INSURANCE. Schedule 4.16 sets forth a complete and correct list of all material insurance policies in effect as of the date hereof (including a brief summary of the nature and terms thereof and any amounts paid or payable to the Company or any of its subsidiaries thereunder) providing coverage in favor of the Company or any of its subsidiaries or any of their respective properties. Each such policy is in full force and effect, no notice of

termination, cancellation or reservation of rights has been received with respect to any such policy, to the knowledge of the Company there is no default with respect to any provision contained in any such policy, and there has not been any failure to give any notice or present any claim under any such policy in a timely fashion or in the manner or detail required by any such policy, except for any such failures to be in full force and effect, any such terminations, cancellations, reservations or defaults, or any such failures to give notice or present claims which, individually or in the aggregate, would not reasonably be expected to have a Material Adverse Effect. The coverage provided by such policies is reasonable in scope and amount, in light of the risks attendant to the business and activities of the Company and its subsidiaries except for such absences of coverage which would not, individually or in the aggregate, have a Material Adverse Effect.

Section 4.17 PROPERTIES. The Company and its subsidiaries do not own any real property. As of the date hereof, to the knowledge of the Company, the plants and buildings of the Company and its subsidiaries used in the operation of their business are structurally sound, have no known material defects and are in good operating condition and repair (normal wear and tear excepted). Schedule 4.17 sets forth a complete list of all material real property and personal property leases of the Company and its subsidiaries. All such leases are valid, binding and enforceable against the Company and its subsidiaries (and, to the knowledge of the Company, against each other party thereto) in accordance with their respective terms, and there does not exist, under any lease of real property or personal property calling for annual payments exceeding $100,000 or more, any material defect or any event which, with notice or lapse of time or both, would constitute a material default by the Company or its subsidiaries or, to the knowledge of the Company, by any other party thereto except for such third party breaches as would not have a Material Adverse Effect and except as such enforceability may be limited by equity principles, bankruptcy laws and other similar laws affecting creditors' rights generally.

Section 4.18 LABOR MATTERS. Except as set forth in Schedule 4.18, as of the date hereof, neither the Company nor any of its subsidiaries is a party to any collective bargaining or other labor union contract applicable to more than 10 persons employed by the Company or any of its subsidiaries, no collective bargaining agreement is being negotiated by the Company or any of its subsidiaries and the Company has no knowledge of any activities or proceedings of any labor union to organize any of their respective employees. There is no labor dispute, strike or work stoppage against the Company or any of its subsidiaries pending or, to the Company's knowledge, threatened which may interfere with the respective business activities of the Company or any of its subsidiaries, except where such dispute, strike or work stoppage would not reasonably be expected to have a Material Adverse Effect.

Section 4.19 REGULATORY MATTERS.

(a) (i) With respect to each product that is, directly or indirectly, being (i) researched for human diagnostics or (ii) distributed for commercial sale by the Company or any of its subsidiaries (the "Products"): (a)(i)(A) the Company and its subsidiaries have obtained all applicable approvals, clearances, authorizations, licenses and registrations required by United

States or foreign governments or government agencies, to permit the manufacture, distribution, sale (including reimbursement and pricing), marketing or human research of such Product (collectively, "Licenses"); (B) the Company and its subsidiaries are in compliance in all material respects with all terms and conditions of each License in each country in which such Product is marketed, and with all requirements pertaining to the manufacture, distribution, sale or human research of such Product which is not required to be the subject of a License; (C) the Company and its subsidiaries are in compliance in all material respects with all applicable requirements (as set forth in relevant statutes and regulations) regarding registration, licensure or notification for each site (in any country) at which such Product is manufactured, processed, packed, held for distribution or from which it is distributed; and (D) to the extent such Product is intended for export from the United States, the Company and its subsidiaries are in compliance in all material respects with either all United States Food and Drug Administration ("FDA") requirements for marketing or 21 U.S.C. Section 381(e) or 382; (ii) all manufacturing operations performed by the Company and its subsidiaries have been and are being conducted in full compliance with the current good manufacturing practice, including, but not limited to, the good manufacturing practice regulations issued by the FDA and counterpart requirements in the European Union and other countries; (iii) all nonclinical laboratory studies, as described in 21 C.F.R. Section 58.3(d), sponsored by the Company or any of its 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 and counterpart requirements in the European Union and other countries; and (iv) the Company and its subsidiaries are in full compliance with all reporting requirements for all Licenses or plant registrations described in the preceding clauses (a)(i)(A) and (a)(i)(C), including, but not limited to, the adverse event reporting requirements for drugs in 21 C.F.R. Parts 312 and 314 and for devices in 21 C.F.R. Parts 812 and 803; except, in the case of the preceding clauses (a)(i)(A) through (a)(i)(D), inclusive, (a)(ii), (a)(iii) and (a)(iv), for any such failures to obtain or noncompliance which, individually or in the aggregate, would not have a Material Adverse Effect. Without limiting the generality of the foregoing definition of "Licenses", such definition shall specifically include, with respect to the United States, new drug applications, abbreviated new drug applications, product license applications, investigational new drug applications, premarket approval applications, premarket notifications under Section 510(k) of the Federal Food, Drug and Cosmetic Act, investigational device exemptions, and product export applications issued by the FDA, as well as registrations issued by the Drug Enforcement Administration of the Department of Justice.

(b) The Company will provide to Parent as promptly as practicable after the date hereof a complete and correct list of all Products as of the date hereof other than those not representing annual revenue in excess of U.S. $100,000 unless the aggregate annual revenue of all excluded Products exceeds U.S. $10,000,000.

(c) To the knowledge of the Company, neither the Company nor any of its subsidiaries nor any of their officers, employees or agents has made any untrue statement of a material fact or fraudulent statement to the FDA or any foreign equivalent, failed to disclose a fact required to be disclosed to the FDA or any foreign equivalent, 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

and any foreign equivalent 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).

Section 4.20 VOTING REQUIREMENTS. The affirmative vote (i) required by Policy 9.1 of the OSC and (ii) of the holders of 75% of all outstanding Shares present and voting and the filing of the appropriate documents as required by the BC Act and the federal laws of Canada) respecting the Amalgamation is the only vote of the holders of any class or series of Company Securities necessary to approve this Agreement and the transactions contemplated by this Agreement.

ARTICLE V

REPRESENTATIONS AND WARRANTIES OF PARENT AND SUBSIDIARY

Each of Parent and Subsidiary represents and warrants to the Company as follows:

Section 5.1 ORGANIZATION. Each of Parent and Subsidiary is a corporation duly organized, validly existing and in good standing under the laws of the state or province of its incorporation and has all requisite corporate power and authority to own, lease and operate its properties and to carry on its business as now being conducted, except where the failure to be so organized, existing and in good standing or to have such power and authority would not, individually or in the aggregate, materially and adversely affect Parent's and Subsidiary's ability to consummate the transactions contemplated hereby.

Section 5.2 AUTHORITY RELATIVE TO THIS AGREEMENT. Each of Parent and Subsidiary has all necessary corporate power and authority to execute and deliver this Agreement, to perform its obligations hereunder and to consummate the transactions contemplated hereby. The execution, delivery and performance of this Agreement and the consummation of the transactions contemplated hereby have been duly and validly authorized by the boards of directors of Subsidiary and Parent and by the sole shareholder of Subsidiary, and no other corporate proceedings on the part of Parent or Subsidiary are necessary to authorize this Agreement or to consummate the transactions so contemplated. This Agreement has been duly and validly executed and delivered by each of Parent and Subsidiary and constitutes a legal, valid and binding agreement of each of Parent and Subsidiary, enforceable against each of Parent and Subsidiary in accordance with its terms except as such enforceability may be limited by equity principles and by bankruptcy laws and other similar laws affecting creditors' rights generally.

Section 5.3 NON-CONTRAVENTION; REQUIRED FILINGS AND CONSENTS. (a) The execution, delivery and performance by Parent and Subsidiary of this Agreement and the consummation of the transactions contemplated hereby (including the Completion of the Acquisition) do not and shall not (i) contravene or conflict with the Certificate of Incorporation or By-Laws of Parent or the Articles of Association or Memorandum of Association of Subsidiary; (ii) assuming that all consents, authorizations and approvals contemplated by subsection (b) below have been obtained and all filings described therein have been made, contravene or conflict with or constitute a

violation of any provision of any law, regulation, judgment, injunction, order or decree binding upon or applicable to Parent or Subsidiary or any of their respective properties; (iii) conflict with, or result in the breach or termination of any provision of or constitute a default (with or without the giving of notice or the lapse of time or both) under, or give rise to any right of termination, cancellation, or loss of any benefit to which Parent or Subsidiary is entitled under any provision of any agreement, contract, license or other instrument binding upon Parent, Subsidiary or any of their respective properties, or allow the acceleration of the performance of, any obligation of Parent or Subsidiary under any indenture, mortgage, deed of trust, lease, license, contract, instrument or other agreement to which Parent or Subsidiary is a party or by which Parent or Subsidiary or any of their respective assets or properties is subject or bound; or (iv) result in the creation or imposition of any Lien on any asset of Parent or Subsidiary, except in the case of clauses (ii), (iii) and (iv) for any such contraventions, conflicts, violations, breaches, terminations, defaults, cancellations, losses, accelerations and Liens which, individually or in the aggregate, would not reasonably be expected to prevent or materially impair the ability of Parent and Subsidiary to consummate the Offer and the Completion of the Acquisition.

(b) The execution, delivery and performance by Parent and Subsidiary of this Agreement and the consummation of the transactions contemplated hereby (including the Completion of the Acquisition) by Parent and Subsidiary require no action by or in respect of, or filing with, any governmental body, agency, official or authority (whether domestic, foreign or supranational) other than (i) the filing of a compulsory acquisition notice, in the case of the Compulsory Acquisition, or the filing of amalgamation documents with the British Columbia Registrar of Companies and the filing and approval of an application to the Supreme Court of British Columbia in the case of the Amalgamation in accordance with the BC Act and any other Canadian provinical authorities; (ii) compliance with any applicable requirements of the HSR Act; (iii) compliance with the Canadian Competition Act; (iv) compliance with the Investment Canada Act and any other Canadian provincial authorities; (v) compliance with any applicable requirements of any laws or regulations relating to the regulation of monopolies or competition in Germany and compliance with any applicable requirements of the United Kingdom Fair Trading Act, (vi) compliance with any applicable requirements of the Exchange Act and state and provincial securities, takeover and Blue Sky laws; and (vii) such actions or filings which, if not taken or made, would not, individually or in the aggregate, materially interfere with the consummation by Parent and Subsidiary of the transactions contemplated by this Agreement.

Section 5.4 OFFER DOCUMENTS; BOARD RECOMMENDATION STATEMENT; PROXY STATEMENT. Neither the Offer Documents, nor any of the information provided by Parent or Subsidiary and/or by their auditors, legal counsel, financial advisors or other consultants or advisors specifically for use in the Board Recommendation Statement shall, on the respective dates on which the Offer Documents, the Board Recommendation Statement or any supplements or amendments thereto are filed with the SEC or the appropriate Canadian authorities or on the date first published, sent or given to the Company's shareholders, as the case may be, 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 were made, not misleading. Notwithstanding the foregoing, neither Parent nor Subsidiary makes any representation or warranty with respect to any information provided by the Company and/or by its auditors, legal counsel, financial advisors or other consultants or advisors specifically for use in the Offer Documents. None of the information provided by or prepared by Parent or Subsidiary and/or by their auditors, attorneys, financial advisors or other consultants or advisors specifically for use in the Proxy Statement shall, at the time filed with the SEC or any appropriate Canadian authority, at the time mailed to the Company's shareholders, at the time of the Shareholders' Meeting or at the Effective Time, 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 shall comply as to form in all material respects with the provisions of the Exchange Act and the rules and regulations thereunder.

Section 5.5 NO PRIOR ACTIVITIES. Since the date of its incorporation, neither Subsidiary nor Amalco has not engaged in any activities other than in connection with or as contemplated by this Agreement or in connection with arranging any financing required to consummate the transactions contemplated hereby.

Section 5.6 FINANCING. Subsidiary has or shall have available to it all funds necessary to satisfy its obligations hereunder, including, without limitation, the obligation to pay the Per Share Amount pursuant to the Offer and the Completion of the Acquisition and to pay all related fees and expenses in connection with the Offer and the Completion of the Acquisition.

Section 5.7 NO SHARE OWNERSHIP. Immediately prior to the execution of this Agreement, neither Parent nor Subsidiary is the beneficial or record owner of any Shares.

ARTICLE VI

COVENANTS

Section 6.1 CONDUCT OF BUSINESS OF THE COMPANY. Except as otherwise expressly provided in this Agreement, during the period from the date hereof to the time Subsidiary's designees are elected as directors of the Company pursuant to Section 1.3, the Company and its subsidiaries shall each conduct its operations in the ordinary course of business consistent with past practice, and the Company and its subsidiaries shall each use its reasonable best efforts to preserve intact its business organization, to keep available the services of its officers and employees and to maintain existing relationships with licensors, licensees, suppliers, contractors, distributors, customers and others having business relationships with it. Without limiting the generality of the foregoing, and except as otherwise expressly provided in this Agreement, prior to the Effective Time, neither the Company nor any of its subsidiaries shall, without the prior written consent of Subsidiary, which consent shall not unreasonably be withheld or delayed:

(a) amend or propose to amend its Articles of Association or Memorandum of Association or equivalent organizational documents, or increase or propose to increase the number of directors of the Company;

(b) authorize for issuance, issue, sell, deliver or agree or commit to issue, sell or deliver (whether through the issuance or granting of options, warrants, commitments, subscriptions, rights to purchase or otherwise) any stock of any class or any other securities or equity equivalents (including, without limitation, stock appreciation rights), except (i) under the ESPP, (ii) the issuance of up to 16,816 Shares pursuant to the Company's bonus plan or (iii) as required by option agreements as in effect as of the date hereof, or amend any of the terms of any such securities or agreements outstanding as of the date hereof;

(c) split, combine or reclassify any shares of its capital stock, declare, set aside or pay any dividend or other distribution (whether in cash, stock, or property or any combination thereof) in respect of its capital stock, or redeem, repurchase or otherwise acquire any of its securities or any securities of its subsidiaries;

(d) (i) incur any indebtedness for borrowed money or issue any debt securities or, except in the ordinary course of business consistent with past practice, assume, guarantee or endorse the obligations of any other person (other than to wholly owned subsidiaries of the Company); (ii) make any loans, advances or capital contributions to, or investments in, any other person (other than to wholly owned subsidiaries of the Company); (iii) pledge or otherwise encumber shares of capital stock of the Company or any of its subsidiaries; or (iv) except in the ordinary course of business consistent with past practice, mortgage or pledge any of its assets, tangible or intangible, or create or suffer to exist any Lien thereupon other than Permitted Liens;

(e) enter into, adopt or (except as may be required by law) amend or terminate any bonus, profit sharing, compensation, severance, termination, stock option, stock appreciation right, restricted stock, performance unit, stock equivalent, stock purchase agreement, pension, retirement, deferred compensation, employment, severance or other employee benefit agreement, trust, plan, fund or other arrangement for the benefit or welfare of any director, officer or employee, or (except, in the case of employees who are not officers or directors, for normal compensation increases in the ordinary course of business consistent with past practice that, in the aggregate, do not result in a material increase in benefits or compensation expense to the Company) increase in any manner the compensation or benefits of any director, officer or employee or pay any benefit not required by any plan or arrangement as in effect as of the date hereof (including, without limitation, the granting or repricing of stock options, restricted stock, stock appreciation rights or performance units);

(f) acquire, sell, lease, encumber, transfer or dispose of any assets outside the ordinary course of business consistent with past practice or any assets which in the aggregate are material to the Company and its subsidiaries, taken as a whole, or enter into any contract, agreement, commitment or transaction outside the ordinary course of business consistent with past practice;

(g) except as may be required as a result of a change in law or in generally accepted accounting principles, change any of the accounting principles or practices used by it;

(h) (i) acquire (by amalgamation, merger, consolidation or acquisition of stock or assets) any corporation, partnership or other business organization or division thereof; (ii) authorize any new capital expenditure or expenditures which, individually, is in excess of U.S.$200,000 between the date hereof and March 31, 1998 and, thereafter, in excess of the amounts set forth in the monthly capital budgets to be prepared by the Company and approved by Parent in its reasonable discretion; (iii) settle any litigation; or (iv) enter into or amend any contract, agreement, commitment or arrangement with respect to any of the foregoing;

(i) make any material Tax election or settle or compromise any material Tax liability;

(j) pay, discharge or satisfy any claims, liabilities or obligations (absolute, accrued, asserted or unasserted, contingent or otherwise), other than the payment, discharge or satisfaction in the ordinary course of business consistent with past practice or in accordance with their terms;

(k) terminate, modify, amend or waive compliance with any material provision of, any of the Significant Agreements, or fail to take any action necessary to preserve the material benefits of any Significant Agreement to the Company or any of its subsidiaries;

(l) enter into any agreement providing for the acceleration of payment or performance or other consequence as a result of a change in control of the Company;

(m) enter into any agreement providing for any license (other than trademark or service mark licenses under supply or distribution contracts entered into in the ordinary course of business), sale, assignment or otherwise transfer any Intellectual Property or grant any covenant not to sue with respect to any of its Intellectual Property;

(n) enter into any commitments to Professionals outside the ordinary course of business or in excess of the amounts permitted by Section 4.8;

(o) cancel or terminate any material insurance policies (other than in connection with acquiring substantially equivalent replacement policies) or reduce the amount of coverage thereunder; or

(p) take, or agree in writing or otherwise to take, any of the actions described above in Section 6.1.

Section 6.2 ACCESS TO INFORMATION. (a) Subject to applicable law, any third party confidentiality agreements and the agreements set forth in Section 6.2(b), between the date hereof and the Effective Time, the Company shall give each of Parent and Subsidiary and their

counsel, financial advisors, auditors, and other authorized representatives reasonable access to all employees, plants, offices, warehouses and other facilities and to all books and records of the Company and its subsidiaries, including its outside auditors, shall permit each of Parent and Subsidiary and their respective counsel, financial advisors, auditors and other authorized representatives to make such inspections as Parent or Subsidiary may reasonably require and shall cause the Company's officers or representatives and those of its subsidiaries to furnish promptly to Parent or Subsidiary or their representatives such financial and operating data and other information with respect to the business and properties of the Company and any of its subsidiaries as Parent or Subsidiary may from time to time request. No investigation pursuant to this Section 6.2 shall affect any representations or warranties of the parties herein or the conditions to the obligations of the parties hereunder. Information to which the Company shall afford Parent access that pertains to the Company's leased properties includes copies of all of the leases as well as copies of all documents, reports, studies, inspections, surveys, title reports, building occupancy and zoning permits, easements, recorded instruments and other information in the Company's possession which pertain to utilities, infrastructure, zoning, environmental condition, the leases, and any other condition affecting the leased properties, and such copies are, to the knowledge of the Company, correct and complete.

(b) Notwithstanding any provision of the Confidentiality Agreement dated February 22, 1998 between Parent and the Company, Parent and Subsidiary may (i) enter into this Agreement, (ii) acquire Shares pursuant to the Offer and the Completion of the Acquisition and (iii) make such disclosures in connection with the Offer, the Offer Documents and the Proxy Statement as Parent and Subsidiary may determine in their reasonable discretion is required by applicable law.

Section 6.3 REASONABLE BEST EFFORTS. Subject to the terms and conditions herein provided, each of the parties hereto agrees to use its reasonable best efforts to take, or cause to be taken, all actions, and to do, or cause to be done, all things reasonably necessary, proper or advisable under applicable laws and regulations to consummate and make effective the transactions contemplated by this Agreement. Without limiting the generality of the foregoing, Parent, Subsidiary and the Company shall cooperate with one another (i) in the preparation and filing of the Offer Documents, the Board Recommendation Statement, the Proxy Statement and any required filings under the HSR Act and the other laws referred to in Sections 4.4(b) and 5.3(b); (ii) in determining whether action by or in respect of, or filing with, any governmental body, agency, official or authority (either domestic or foreign) is required, proper or advisable or any actions, consents, waivers or approvals are required to be obtained from parties to any contracts, in connection with the transactions contemplated by this Agreement; and (iii) in seeking timely to obtain any such actions, consents and waivers and to make any such filings.

Section 6.4 PUBLIC ANNOUNCEMENTS. Parent and Subsidiary, on the one hand, and the Company, on the other hand, shall consult with each other before issuing any press release or otherwise making any public statements with respect to the transactions contemplated by this Agreement 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 or by applicable rules of any

securities exchange or inter-dealer quotation system. The initial joint announcement of the transactions contemplated by this Agreement shall be in the form attached hereto as Annex B.

Section 6.5 INDEMNIFICATION. (a) For a period not less than six years from the Effective Time, Parent shall (i) indemnify and hold harmless the directors, officers, employees and agents of the Company (the "Indemnified Parties") from and against claims, losses or obligations arising out of events occurring prior to the Effective Time and relating to their service as a director, officer, employee or agent of the Company except to the extent an Indemnified Party has acted in bad faith or in a manner he did not reasonably believe to be in or not opposed to the best interests of the Company or, with respect to any criminal action or proceeding, had reasonable cause to believe his conduct was unlawful and (ii) cause the Company or Amalco, as the case may be, to maintain in effect the provisions in its Articles of Association and Memorandum of Association containing the provisions with respect to exculpation of director and officer liability and indemnification set forth in the Articles of Association and Memorandum of Association of the Company on the date of this Agreement to the fullest extent permitted under applicable law, which provisions shall not be amended, repealed or otherwise modified except as required by applicable law or except to make changes permitted by applicable law that would enlarge the exculpation or rights of indemnification thereunder. In the event of any claim made against an Indemnified Party covered by this Section 6.5(a), unless Parent, the Company or Amalco has elected to defend that claim, Parent, the Company or Amalco shall advance the reasonable fees and expenses of counsel selected by that Indemnified Party (which counsel shall be reasonably satisfactory to Parent and which counsel shall be the same for all Indemnified Parties unless a conflict of interest between them requires more than one counsel), upon receipt of a written undertaking by or on behalf of that Indemnified Party to repay such amounts if it shall ultimately be determined that Indemnified Party is not entitled to be indemnified under this Section 6.5(a). In the event of any claim made against an Indemnified Party covered by this Section 6.5(a), unless Parent, the Company or Amalco has elected to defend that claim, Parent, the Company or Amalco shall advance the reasonable fees and expenses of counsel selected by that Indemnified Party (which counsel shall be reasonably satisfactory to Parent and which counsel shall be the same for all Indemnified Parties unless a conflict of interest between them requires more than one counsel), upon receipt of a written undertaking by or on behalf of that Indemnified Party to repay such amounts if it shall ultimately be determined that Indemnified Party is not entitled to be indemnified under this Section 6.5(a).

(b) Parent shall cause Amalco to maintain in effect for six years from the Effective Time, to the extent available, the coverage provided by the current directors' and officers' liability insurance policies maintained by the Company (provided that Amalco may substitute therefor policies of at least the same coverage containing terms and conditions which are not materially less favorable) with respect to matters occurring prior to the Effective Time; PROVIDED, HOWEVER, that nothing contained herein shall require Amalco to incur any annual premium in excess of 200% of the last annual aggregate premium paid prior to the date of this Agreement for all current directors' and officers' liability insurance policies maintained by the Company which the Company represents and warrants to be not in excess of U.S.$225,000 (the "Current Premium")

as of the date hereof. If such premiums for such insurance would at any time exceed 200% of the Current Premium, then Amalco shall maintain policies of insurance which, in Amalco's good faith determination, provide the maximum coverage available at an annual premium equal to 200% of the Current Premium.

Section 6.6 NOTIFICATION OF CERTAIN MATTERS. The Company shall give prompt notice to Parent or Subsidiary, and Parent or Subsidiary shall give prompt notice to the Company, as the case may be, of (i) the occurrence, or non-occurrence, of any event the respective occurrence, or non-occurrence, of which would be likely to cause any representation or warranty contained in this Agreement to be untrue or inaccurate and (ii) any failure of the Company, Parent or Subsidiary, as the case may be, to comply with or satisfy any covenant, condition or agreement to be complied with or satisfied by it hereunder; PROVIDED, that the delivery of any notice pursuant to this Section 6.6 shall not limit or otherwise affect the remedies available hereunder to the party receiving such notice.

Section 6.7 TERMINATION OF STOCK PLANS.

(a)The Board (or, if appropriate, any committee thereof) shall adopt such resolutions or take such other actions as are required (i) to suspend the ESPP and employee contributions thereto effective as of March 16, 1998, (ii) to terminate the ESPP as of the date that Shares are purchased in the Offer and (iii) to ratify, for purposes of Section 16(b) of the Exchange Act, the transactions under this clause (a). If the date of the consummation of the Offer occurs prior to the next Investment Date (as defined in the ESPP), then the ESPP will refund the payroll deductions made by the ESPP participants during the Offering Period (as defined in the ESPP) immediately preceding that Investment Date to the participants. If the date of the consummation of the Offer occurs on or after the Investment Date, then as the payroll deductions will be applied to make purchases of Shares as provided in the ESPP.

(b) Prior to the consummation of the Offer, the Board (or, if appropriate, any committee thereof) shall adopt such resolutions or take such other actions as are required to ensure that, following the Effective Time, no participant in any stock, stock option, stock appreciation or other benefit plan of the Company or any of its subsidiaries shall have any right thereunder to acquire any capital stock of the Company or Amalco.

Section 6.8 NO SOLICITATION. (a) The Company will immediately cease any existing discussions or negotiations with any third parties conducted prior to the date hereof with respect to any Acquisition Proposal (as defined below). The Company shall not, directly or indirectly, through any officer, director, employee, representative or agent or any of its subsidiaries, (i) solicit, initiate, continue or encourage any inquiries, proposals or offers that constitute an inquiry, proposal or offer relating to an amalgamation, merger, consolidation, business combination, sale of substantial assets, sale of shares of capital stock (including, without limitation, by way of a tender offer) or similar transactions involving the Company or any of its subsidiaries, other than the transactions contemplated by this Agreement (any of the foregoing inquiries or proposals being referred to in this Agreement as an "Acquisition Proposal"), (ii)

solicit, initiate, continue or engage in negotiations or discussions concerning, or provide any non-public information or data to any person or entity relating to, any Acquisition Proposal, or (iii) agree to, approve or recommend any Acquisition Proposal; PROVIDED, that nothing contained in this Section 6.8 shall prevent the Company from (A) prior to the purchase by Subsidiary of Shares pursuant to the Offer, furnishing non-public information or data to, or entering into discussions or negotiations with, any person in connection with an unsolicited bona fide written Acquisition Proposal by such person or recommending an unsolicited bona fide written Acquisition Proposal to the shareholders of the Company, if and only to the extent that (1) the Board determines in good faith, based upon the written advice of its independent financial advisors, that such Acquisition Proposal would, if consummated, result in a transaction more favorable to the Company's shareholders from a financial point of view than the transactions contemplated by this Agreement and the Board determines in good faith, based upon the written advice of independent legal counsel, that such action is required for the discharge of their fiduciary duties to shareholders under applicable law, (2) prior to furnishing such non-public information to, or entering into discussions or negotiations with, such person, the Company receives from such person an executed confidentiality agreement with terms no less favorable to the Company than those contained in the Confidentiality Agreement dated February 22, 1998 between Parent and the Company and (3) prior to furnishing such non-public information to such person, the Company delivers to Parent a copy of all such information concurrently with its delivery to the requesting party; or (B) complying with Rule 14e-2 promulgated under the Exchange Act with regard to an Acquisition Proposal. If the Board determines in good faith that any Acquisition Proposal constitutes a Superior Proposal (as defined below), the Board shall promptly give written notice, specifying the identity of the other party and the structure and material terms of such Superior Proposal (a "Notice of Superior Proposal"), to Parent. The Board may (subject to the following sentences of this subsection and compliance with Section 8.1(e) and Section 8.2(a)), to the extent the Board determines in good faith based upon written advice of independent legal counsel to be necessary in order to comply with their fiduciary duties under applicable law, approve or recommend any such Superior Proposal, approve or authorize the Company's entering into an agreement with respect to such Superior Proposal, approve or authorize the Company's entering into an agreement with respect to such Superior Proposal, approve the solicitation of additional takeover or other investment proposals or terminate this Agreement, in each case at any time after the fifth business day following delivery to Parent of the Notice of Superior Proposal. The Company may take any of the foregoing actions pursuant to the preceding sentence only if an Acquisition Proposal that was a Superior Proposal at the time of delivery of a Notice of Superior Proposal continues to be a Superior Proposal in light of any improved transaction proposed by Parent prior to the expiration of the five business day period specified in the preceding sentence. For purposes of this Agreement, a "Superior Proposal" means any bona fide proposal for an Acquisition Proposal that the Board determines in their good faith reasonable judgment based on the written advice of its financial advisors, to be made by a person with the financial ability to consummate such proposal and to provide greater aggregate value to the Company and/or the Company's shareholders than the transactions contemplated by this Agreement or otherwise proposed by Parent as contemplated above.

(b) The Company shall notify Parent immediately (and in no event later than 24 hours) after receipt by the Company of any Acquisition Proposal or any request for non-public information in connection with an Acquisition Proposal or for access to the properties, books or records of the Company by any person or entity that informs the Company that it is considering making, or has made, an Acquisition Proposal. Such notice shall be made orally and in writing and shall indicate in reasonable detail the identity of the offeror and the terms and conditions of such proposal, inquiry or contract.

Section 6.9 CHIRON LICENSE AGREEMENT. Immediately following the execution of this Agreement, the Company shall deliver the notice previously furnished to Parent to Chiron and Ortho pursuant to Clause 27 of the Agreement dated August 27, 1996 among Chiron Corporation, Johnson & Johnson/Ortho Diagnostics Systems, Inc. and the Company (the "Chiron/Ortho Agreement"). From and after the date hereof, the Company shall promptly notify Parent of and consult with Parent on all contacts or discussions with any other party to the Chiron/Ortho Agreement. Without the prior written consent, of Parent, the Company shall not amend, waive, modify, supplement or otherwise alter any provision of the Chiron/Ortho Agreement, nor shall the Company offer to enter into or enter into any contract, agreement, understanding or other arrangement with any person respecting the Chiron/Ortho Agreement or the subject matter thereof. Without the prior written consent of Parent under no circumstances shall the Company propose, negotiate or agree to any "fair value" as that term is described in Clause 27 of the Chiron/Ortho Agreement except, after consultation with Parent, as is otherwise specifically required to comply with the Chiron/Ortho Agreement or required by applicable law. The Company and its affiliates shall receive and retain respectively, in the Company and, as the case may be, its affiliates, any and all proceeds of any sale of the HCV immunoassay business for fair value pursuant to Clause 27 of the Chiron/Ortho Agreement. No exercise of the option contained in Clause 27 of the Chiron/Ortho Agreement or the sale of HCV immunoassay business resulting therefrom shall be deemed to be a breach of any representation, warranty or covenant contained in this Agreement, nor shall any such exercise be deemed to cause any condition contained in this Agreement or the Offer to be unsatisfied.

Section 6.10 LITIGATION BETWEEN PARENT AND THE COMPANY. Immediately after the execution of this Agreement, the parties shall (i) cease to actively prosecute the litigation between the Company and Parent, described under the heading "Abbott Litigation" in the Company's Annual Report on Form 10-K for the fiscal year ended December 31, 1997 (the "Abbott Litigation") and (ii) ask the court in the Abbott Litigation to stay that litigation. Promptly after the purchase by Subsidiary of Shares pursuant to the Offer, the Company and Parent shall take all steps necessary to dismiss with prejudice the Abbott Litigation.

Section 6.11 RIGHTS PLAN. Unless this Agreement and the Shareholder Agreements have terminated without the purchase or acquisition by Parent or one of its Subsidiaries of Shares pursuant to one or both of those agreements, the Company shall not amend or modify its Rights Plan in a manner that would in any way nullify or conflict with the Rights Plan Amendments and Determinations, and shall not adopt any new shareholder rights plan or agreement or similar agreement, plan or measure that would nullify or conflict with the Rights Plan Amendments and

Determinations have an adverse effect on Parent, Subsidiary or any of their subsidiaries if Parent, Subsidiary or any of their subsidiaries purchase or acquire, or propose to purchase or acquire, any securities of the Company or enters into any agreement requiring or permitting the purchase or acquisition of any securities of the Company. Promptly after the date hereof, the Company shall deliver the certificate required by Section 5.5(d) of the Rights Plan respecting the Rights Plan Amendments and Determinations to the Rights Agent (as defined in the Rights Plan).

Section 6.12 POST-OPTION EXERCISE. If this Agreement has been terminated and Parent or any of its subsidiaries have purchased any Shares pursuant to any Shareholder Agreement: (a) Parent and Subsidiary shall for six months following such purchase use reasonable best efforts to consummate the Amalgamation on essentially the same terms and conditions provided herein, except that the conditions to Closing in Sections 7.1(d), 7.2 and 7.3 shall be deemed to be waived; and (b) if, despite the transaction contemplated by (a) above, the Amalgamation is not effected, Parent agrees that it and its affiliates shall not, for three (3) years following the purchase of Shares pursuant to any Shareholder Agreement, acquire Beneficial Ownership of any Shares at less than the Per Share Amount (as adjusted for stock splits and similar events); PROVIDED, HOWEVER, that the restrictions of this Section 6.12(b) shall not apply to the acquisition of less than two percent of the outstanding Shares by pension plans or similar fiduciary entities of Parent.

ARTICLE VII

CONDITIONS TO THE COMPLETION OF THE ACQUISITION

Section 7.1 CONDITIONS TO EACH PARTY'S OBLIGATION TO EFFECT THE COMPLETION OF THE ACQUISITION. The respective obligations of each party hereto to effect the Completion of the Acquisition is subject to the satisfaction at or prior to the Effective Time of the following conditions:

(a) if required by applicable law, the Amalgamation shall have been approved by the affirmative vote of the shareholders of the Company by the requisite vote in accordance with applicable law and any court approval required for the Amalgamation shall have been obtained;

(b) there shall not be in effect any order, decree or ruling or other action restraining, enjoining or otherwise prohibiting the Completion of the Acquisition, which order, decree, ruling or action shall have been issued or taken by any court of competent jurisdiction or other governmental body located or having jurisdiction within the United States, Canada, Germany, the United Kingdom, the European Union or any other country or economic region in which the Company or any of its subsidiaries or Parent or any of its affiliates, directly or indirectly, has material assets or operations;

(c) (i) any waiting period applicable to the Completion of the Acquisition under the HSR Act, the Canadian Competition Act or the Investment Canada Act or any applicable requirements of any laws or regulations relating to the regulation of monopolies or competition in Germany shall have terminated or expired and (ii) the Office of Fair Trading has indicated, in terms satisfactory to the Parent and Subsidiary, that it is not the intention of the Secretary of State for Trade and Industry to refer the proposed acquisition of the Company, or any matter arising therefrom which directly affects the Parent, Subsidiary or the Company, to the Monopolies and Mergers Commission and;

(d) Subsidiary shall have purchased Shares pursuant to the Offer.

Section 7.2 CONDITIONS TO THE OBLIGATION OF PARENT AND SUBSIDIARY TO EFFECT THE COMPLETION OF THE ACQUISITION. The obligations of Parent and Subsidiary to effect the Completion of the Acquisition are subject to the satisfaction or waiver by Parent at or prior to the Effective Time of the following further conditions:

(a) The Company shall have performed in all material respects its covenants, agreements and obligations in Articles I, II and III up to the Effective Time; and

(b) Unless Subsidiary shall have purchased Shares pursuant to the Offer and except as otherwise contemplated by this Agreement, the representations and warranties of the Company contained in this Agreement which are qualified as to materiality shall be true and correct and those which are not so qualified shall be true and correct in all material respects, in each case, as of the date when made and at and as of the Closing as though newly made at and as of that time.

Section 7.3 CONDITIONS TO THE OBLIGATION OF THE COMPANY TO EFFECT THE COMPLETION OF THE ACQUISITION. The obligations of the Company to effect the Completion of the Acquisition are subject to the satisfaction or waiver by the Company at or prior to the Effective Time of the following further condition:

(a) Parent and Subsidiary shall have performed in all material respects their respective covenants, agreements and obligations under Articles I, II and III up to the Effective Time.

ARTICLE VIII

TERMINATION; EXPENSES; AMENDMENT; WAIVER

Section 8.1 TERMINATION. This Agreement may be terminated and the Offer and the Completion of the Acquisition may be abandoned, notwithstanding approval thereof by the shareholders of the Company:

(a) at any time prior to the Consummation of the Offer by mutual written consent of Parent, Subsidiary and the Company;

(b) at any time prior to the Effective Time by Parent or the Company if any court of competent jurisdiction or other governmental body located or having jurisdiction within or over the United States, Canada, the European Union, Germany, the United Kingdom or any other country or economic region in which the Company or any of its subsidiaries or Parent or any of its affiliates, directly or indirectly, has material assets or operations, shall have issued an order, decree or ruling or taken any other action restraining, enjoining or otherwise prohibiting the Offer or the Completion of the Acquisition and such order, decree, ruling or other action shall have become final and nonappealable;

(c) by Parent or the Company at any time on or after August 31, 1998 if Subsidiary shall not have purchased any Shares pursuant to the Offer; PROVIDED, that the right to terminate this Agreement under the foregoing shall not be available to any party whose failure to fulfill any obligation under this Agreement has been the cause or resulted in such failure to purchase;

(d) by Parent prior to the purchase by Subsidiary of Shares pursuant to the Offer, if (i) there shall have been a breach of any representation or warranty of the Company contained herein which would reasonably be expected to materially and adversely affect the expected benefits for Parent of the transactions contemplated hereunder or prevent the consummation of the Offer or the Completion of the Acquisition or (ii) there shall have been a breach of any covenant or agreement of the Company contained herein which would reasonably be expected to materially and adversely affect the expected benefits for Parent of the transactions contemplated hereunder or prevent the consummation of the Offer or the Completion of the Acquisition and which, in the case of either (i) or (ii) above, if curable, shall not have been cured prior to ten business days following notice of such breach;

(e) prior to the purchase of Shares pursuant to the Offer and no earlier than five business days after the receipt by Parent of a Notice of Superior Proposal, if the Superior Proposal described in such Notice of Superior Proposal continues to be a Superior Proposal in light of any transaction proposed by Parent prior to the expiration of the fifth business day after the receipt by Parent of such Notice of Superior Proposal, by the Company if the Company's directors determine in good faith, based upon the written advice of its independent financial advisors, that such Acquisition Proposal would, if consummated, result in a transaction more favorable to the Company's shareholders from a financial point of view than the transactions contemplated by this Agreement and the Company's directors determine in good faith, based upon the written advice of independent legal counsel, that such action is required for the discharge of their fiduciary duties to shareholders under applicable law;

(f) at any time prior to the Consummation of the Offer by Parent if the Board shall have withdrawn or modified in a manner adverse to Parent or Subsidiary its approval of the Offer, this Agreement, the Completion of the Acquisition, its recommendation that the

Company's shareholders accept the Offer or the Company shall have entered into an agreement providing for an Acquisition Proposal or the Board shall have resolved to do any of the foregoing; or

(g) by the Company prior to the purchase by Subsidiary of Shares pursuant to the Offer, if (i) there shall have been a breach of any representation or warranty of Parent or Subsidiary contained herein which would reasonably be expected to materially and adversely affect the expected benefits for the Company's shareholders of the transactions contemplated hereunder or prevent the consummation of the Offer or the Completion of the Acquisition or (ii) there shall have been a breach of any covenant or agreement of Parent or Subsidiary contained herein which would reasonably be expected to materially and adversely affect the expected benefits for the Company's shareholders of the transactions contemplated hereunder or prevent the consummation of the Offer or the Completion of the Acquisition and which, in the case of either (i) and (ii) above, if curable, shall not have been cured prior to ten business days following notice of such breach.

Section 8.2 EFFECT OF TERMINATION. (a) If this Agreement is terminated pursuant to (i) Section 8.1(c) due to a failure to satisfy the Minimum Condition at any time after any person has made an Acquisition Proposal and, within twelve months of the date of such termination, the Company enters into a definitive agreement relating to an Acquisition Proposal at a price per Share that exceeds the Per Share Amount with any person, (ii) Section 8.1(d), (iii) Section 8.1(e) or (iv) Section 8.1(f), the Company shall pay Parent a non-refundable fee ofU.S.$10 million plus expenses of U.S.$2 million (except for a termination under Section 8.1(d), in which case only expenses of U.S.$2 million shall be payable) U.S.$10 million plus expenses of U.S.$2 million (except for a termination under Section 8.1(d), in which case only expenses of U.S.$2 million shall be payable), which amounts shall be payable, in the case of Section 8.2(a)(i) above, by wire transfer of same day funds within two business days after the date the Company enters into any such definitive agreement and, in the case of Sections 8.2(a)(ii), 8.2(a)(iii) or 8.2(a)(iv) above, by wire transfer of same day funds within two business days after this Agreement is so terminated. In the event of the circumstances described in this Section 8.2(a) and upon the timely payment of such non-refundable fee and/or expenses, such non-refundable fee and/or expenses shall be Parent's and Subsidiary's sole and exclusive remedy for any breach of any representation, warranty or covenant hereunder by the Company.

(b) In the event of the termination of this Agreement pursuant to Section 8.1, this Agreement shall forthwith become void and have no effect, other than provisions of this Section 8.2 and Section 8.3 (and, only if Parent or any of its subsidiaries have purchased Shares pursuant to the Shareholder Agreements, the representations and warranties about the Rights Plan Amendments and Determinations in Section 1.2 and the provisions of Section 6.11 and 6.12), which shall survive the termination of this Agreement; PROVIDED, HOWEVER, that no termination of this Agreement and nothing contained in this Section 8.2(b) shall relieve any party from liability for any breach of this Agreement.

Section 8.3 FEES AND EXPENSES. Subject to Section 8.2(a) above, each party shall bear its own expenses and costs in connection with this Agreement and the transactions contemplated hereby.

Section 8.4 AMENDMENT. Subject to Section 1.3(c), this Agreement may be amended by action taken by the Company, Parent and Subsidiary at any time before or after adoption of the Amalgamation by the shareholders of the Company (if required by applicable law) but, after any such approval, no amendment shall be made which decreases the Per Share Price or changes the form thereof or which adversely affects the rights of the Company's shareholders hereunder without the approval of such shareholders. This Agreement may not be amended except by an instrument in writing signed on behalf of each of the parties hereto.

Section 8.5 EXTENSION; WAIVER. Subject to Section 1.3(c), at any time prior to the Effective Time, the Company, on the one hand, and Parent and Subsidiary, on the other hand, may (i) extend the time for the performance of any of the obligations or other acts of the other party, (ii) waive any inaccuracies in the representations and warranties of the other party contained herein or in any document, certificate or writing delivered pursuant hereto, or (iii) waive compliance by the other party with any of the agreements or conditions contained herein. Any agreement on the part of any party hereto 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 hereto to assert any of its rights hereunder shall not constitute a waiver of such rights.

ARTICLE IX

MISCELLANEOUS

Section 9.1 NONSURVIVAL OF REPRESENTATIONS AND WARRANTIES. The representations and warranties made herein shall not survive beyond the consummation of the Offer. The covenants and agreements herein shall survive in accordance with their respective terms, including, but not limited to Section 6.5.

Section 9.2 ENTIRE AGREEMENT; ASSIGNMENT. This Agreement, the Shareholder Agreements and the Confidentiality Agreement between Parent and the Company dated February 22, 1998 (i) constitute the entire agreement among the parties hereto with respect to the subject matter hereof and supersede all other prior agreements and understandings, both written and oral, among the parties with respect to the subject matter hereof, and (ii) shall not be assigned by operation of law or otherwise; PROVIDED that Subsidiary may assign its rights and obligations in whole or in part to Parent or any subsidiary of Parent with prior written notice to the Company, but no such assignment shall relieve Subsidiary of its obligations hereunder if such assignee does not perform such obligations.

Section 9.3 NOTICES. All notices, requests, claims, demands and other communications hereunder shall be in writing and shall be given (and shall be deemed to have been duly given

upon receipt) by delivery in person, by facsimile or by registered or certified mail (postage prepaid, return receipt requested), to the other party as follows:

if to Parent or Subsidiary:

Abbott Laboratories
100 Abbott Park Road
Abbott Park, Illinois 60064-3500
Attn: President Diagnostics Division

with copies to:

Abbott Laboratories
100 Abbott Park Road
Abbott Park, Illinois 60064-3500
Attn: Divisional Vice President,
Domestic Legal Operations (D-322)

if to the Company:

International Murex Technologies Corporation
2255 B. Queen Street, East, Suite 828
Toronto, ON M4E 1G3
Attn: President

with a copy to:

Reid & Priest LLP
40 West 57th Street
New York, NY 10019-4097
Attention: Bruce Rich

or to such other address as the person to whom notice is given may have previously furnished to the other in writing in the manner set forth above.

Section 9.4 GOVERNING LAW. This Agreement shall be governed by and construed in accordance with the laws of the state of Illinois, without regard to the principles of conflict of laws thereof.

Section 9.5 PARTIES IN INTEREST. Except for Section 6.5, which shall inure to the benefit of the persons identified therein, this Agreement shall be binding upon and inure solely to the benefit of each party hereto and its successors and permitted assigns, and nothing in this Agreement, express or implied, is intended to or shall confer upon any other person any rights, benefits or remedies of any nature whatsoever under or by reason of this Agreement.

Section 9.6 SPECIFIC PERFORMANCE. The parties hereto agree that irreparable damage would occur in the event any provision of this Agreement was not performed in accordance with the terms hereof and that the parties shall be entitled to specific performance of the terms hereof, in addition to any other remedy at law or in equity.

Section 9.7 SEVERABILITY. The provisions of this Agreement shall be deemed severable and the invalidity or unenforceability of any provision shall not affect the validity and enforceability of the other provisions hereof. If any provision of this Agreement, or the

application thereof to any person or entity or any circumstance, is invalid or unenforceable, (a) a suitable and equitable provision shall be substituted therefor in order to carry out, so far as may be valid and enforceable, the intent and purpose of such invalid and unenforceable provision and (b) the remainder of this Agreement and the application of such provision to other persons, entities or circumstances shall not be affected by such invalidity or unenforceability, nor shall such invalidity or unenforceability affect the validity or enforceability of such provision, or the application thereof, in any other jurisdiction.

Section 9.8 DESCRIPTIVE HEADINGS. The descriptive headings herein are inserted for convenience of reference only and are not intended to be part of or to affect the meaning or interpretation of this Agreement.

Section 9.9 CERTAIN DEFINITIONS. For purposes of this Agreement, the term:

"affiliate" of a person means a person that directly or indirectly, through one or more intermediaries, controls, is controlled by, or is under common control with, the first mentioned person;

"Amalco" means the corporation that is a wholly-owned indirect or direct subsidiary of Parent and continuing as a result of the Amalgamation.

"associate" of a person means a corporation or organization of which such person is an officer or partner or is, directly or indirectly, the beneficial owner of 10 percent or more of any class of equity securities or any person who is a director or officer of such person or any of its parents or subsidiaries;

"Beneficial Ownership" has the meaning set forth in Rule 13d-3 under the Exchange Act, excluding for these purposes the 60-day exercise and/or conversion limitation therein.

"BC Act" means the COMPANY ACT (British Columbia), RSBC 1996, c. 62.

"business day" shall mean any day other than a Saturday, Sunday or U.S. (or, if applicable under the context, Canadian) federal holiday.

"Cleanup" means all actions required to: (1) cleanup, remove, treat or remediate Hazardous Materials in the indoor or outdoor environment; (2) prevent the Release of Hazardous Materials so that they do not migrate, endanger or threaten to endanger public health or welfare of the indoor or outdoor environment; (3) perform pre-remedial studies and investigations and post-remedial monitoring and care; or (4) respond to any government requests for information or documents in any way relating to cleanup, removal, treatment or remediation or potential cleanup, removal, treatment or remediation of Hazardous Materials in the indoor or outdoor environment.

"control" (including the terms "controlled by" and "under common control with") means the possession, directly or indirectly or as trustee or executor, of the power to direct or cause the direction of the management policies of a person, whether through the ownership of stock, as trustee or executor, by contract or credit arrangement or otherwise;

"Effective Time" means (i) in the case of the Compulsory Acquisition, such time as all outstanding Shares are owned, directly or indirectly, by Parent or Subsidiary, and (ii) in the case of the Amalgamation, the time at which a certificate of amalgamation is issued by the British Columbia Registrar of Companies.

"Environmental Claim" means any claim, action, cause of action, investigation or notice (written or oral) by any person or entity alleging potential liability (including, without limitation, potential liability for investigatory costs, cleanup costs, governmental response costs, natural resources damages, property damages, personal injuries, or penalties) arising out of, based on or resulting from (a) the presence, or Release into the indoor or outdoor environment, of any Hazardous Materials at any location, whether or not owned or operated by the Company or any of its subsidiaries or (b) circumstances forming the basis of any violation, or alleged violation, of any Environmental Law.

"Environmental Laws" means all federal, state, local and foreign laws and regulations relating to pollution or protection of human health or the environment, including without limitation, laws relating to Releases or threatened Releases of Hazardous Materials into the indoor or outdoor environment (including, without limitation, ambient air, surface water, ground water, land surface or subsurface strata) or otherwise relating to the manufacture, processing, distribution, use, treatment, storage, Release, disposal, transport or handling of Hazardous Materials and all laws and regulations with regard to recordkeeping, notification, disclosure and reporting requirements respecting Hazardous Materials.

"ESPP" means the International Murex Technologies Corporation Amended and Restated Employee Stock Purchase Plan.

"Hazardous Materials" means all substances defined as Hazardous Substances, Oils, Pollutants or Contaminants in the National Oil and Hazardous Substances Pollution Contingency Plan, 40 C.F.R. Section 300.5, or defined as such by, or regulated as such under, and Environmental Law, or which otherwise may be the basis for any federal, state, local or foreign government requiring cleanup, removal, treatment or remediation.

"generally accepted accounting principles" shall mean the generally accepted accounting principles set forth in the opinions and pronouncements of the Accounting Principles Board of the American Institute of Certified Public Accountants and statements and pronouncements of the Financial Accounting Standards Board or in such other statements by such other entity as may be approved by a significant segment of the accounting profession in the United States, in each case applied on a basis consistent with the manner in which the audited financial statements for the fiscal year of the Company ended December 31, 1997 were prepared;

"knowledge" means actual knowledge of an executive officer of the Company after reasonable inquiry;

"Legal Requirement" means any statute, treaty ordinance, code, law, rule, regulation, order or other requirement, standard or procedure enacted, adopted or applied by any Governmental Entity, as well as any judicial decisions applying common law or interpreting any other Legal Requirement and/or any agreement entered into with a Governmental Entity in resolution of a dispute or otherwise.

"Permitted Liens" means (i) Liens specifically disclosed in the SEC Reports filed prior to the date hereof, (ii) Liens for Taxes, assessments and other governmental charges not yet due and payable, (iii) immaterial mechanics', workmen's, repairmen's, warehousemen's, carriers' or other like Liens arising or incurred in the ordinary course of business, (iv) easements, quasi-easements, licenses, covenants, rights-of-way, and other similar restrictions, in each case, which are a matter of public record, (v) any conditions that would be apparent during a physical inspection, (vi) zoning, building and other similar restrictions and (vii) other Liens which, individually or in the aggregate, would not and would not reasonably be expected to have a Material Adverse Effect.

"person" means an individual, corporation, partnership, association, trust, unincorporated organization, other entity or group (as defined in Section 13(d)(3) of the Exchange Act); and

"Proxy Statement" means the proxy or information statement or similar materials distributed to the Company's shareholders in connection with the Amalgamation, including any amendments or supplements thereto.

"Release" means any release, spill, emission, discharge, leaking, pumping, injection, deposit, disposal, discharge, dispersal, leaching or migration into the indoor or outdoor environment (including, without limitation, ambient air, surface water, groundwater and land surface or subsurface strata) or into or out of any property, including the movement of Hazardous Materials through or in the air, soil, surface water, groundwater or property.

"Rights Plan" means the Shareholder Protection Rights Agreement dated August 31, 1995 between the Company and The Bank of New York.

"Shareholder Agreements" mean the letter agreements dated as of the date hereof among Parent and Edward J. DeBartolo, Jr., The Estate of Edward J. DeBartolo, University of Notre Dame, Robert Cusick and Michael Warren.

"subsidiary" or "subsidiaries" of any person means any corporation, partnership, joint venture or other legal entity of which such person (either alone or through or together with any other subsidiary), owns, directly or indirectly, 50% or more of the stock or other equity interests the holder of which is generally entitled to vote for the election of the board of directors or other governing body of such corporation, partnership, joint venture or other legal entity. For the

purposes hereof, wholly-owned subsidiaries shall include subsidiaries of a person the only shares not owned by such person are statutory qualifying shares.

Section 9.10 COUNTERPARTS. This Agreement may be executed in two or more counterparts, each of which shall be deemed to be an original, but all of which shall constitute one and the same agreement.

IN WITNESS WHEREOF, each of the parties has caused this Agreement to be executed on its behalf by its representatives thereunto duly authorized, all as of the day and year first above written.

INTERNATIONAL MUREX TECHNOLOGIES CORPORATION

By: /s/ F. Michael P. Warren

Name: F. Michael P. Warren
Title: Chairman

By: /s/ C. Robert Cusick

Name: C. Robert Cusick
Title: President

ABBOTT LABORATORIES

By: /s/ Miles D. White

Name: Miles D. White
Title: Executive Vice President

AAC ACQUISITION LTD.

By: /s/ Thomas D. Brown

Name: Thomas D. Brown
Title: Vice President

OFFER CONDITIONS

The capitalized terms used in this Annex A have the meanings set forth in the attached Agreement, except that the term "Acquisition Agreement" shall be deemed to refer to the attached Agreement and the term "Commission" shall be deemed to refer to the SEC.

Notwithstanding any other provision of the Offer, Subsidiary shall not be required to accept for payment or, subject to any applicable rules and regulations of the Commission, including without limitation, Rule 14e-1(c) under the Exchange Act (relating to Subsidiary's obligation to pay for or return Shares promptly after termination or withdrawal of the Offer), pay for any Shares tendered pursuant to the Offer, and may postpone the acceptance for payment or, subject to the restriction referred to above, payment for any Shares tendered pursuant to the Offer, and may terminate or amend the Offer and not accept for payment any Shares, if (i) the Minimum Condition shall not have been satisfied, (ii) any applicable waiting period under the HSR Act, the Canadian Competition Act, the Investment Canada Act, any applicable requirements of any laws or regulations relating to the regulation of monopolies or competition in Germany or any applicable requirements of the United Kingdom Fair Trading Act shall not have expired or been terminated, (iii) any other material applicable approval, permit, authorization, consent or waiting period of any domestic, foreign or supranational governmental, administrative or regulatory agency located or having jurisdiction within the United States or any other country or economic region in which the Company or any of its subsidiaries or Parent or any of its subsidiaries, directly or indirectly, has material assets or operations, shall not have been obtained or satisfied on terms satisfactory to Parent in its reasonable discretion; PROVIDED, that prior to August 31, 1998, Subsidiary shall not terminate the Offer by reason of the nonsatisfaction of any of the conditions set forth in clauses (ii) or (iii) above or in paragraphs (a) or (b) below if such nonsatisfaction is curable and shall extend the Offer (it being understood that this proviso shall not prohibit Subsidiary from terminating the Offer or failing to extend the Offer by reason of the nonsatisfaction of any other condition of the Offer), or (iv) at any time on or after March 20, 1998 and prior to the acceptance for payment of Shares, any of the following conditions occurs or has occurred or Subsidiary makes a good faith determination that any of the following conditions has occurred:

(a) there shall have been any action or proceeding brought by any governmental authority before any court, or any order or preliminary or permanent injunction entered in any action or proceeding before any court or governmental, administrative or regulatory authority or agency, located or having jurisdiction within the United States or any other country or economic region in which the Company or any of its subsidiaries or Parent or any of its subsidiaries, directly or indirectly, has material assets or operations, or any other action taken, proposed or threatened, or statute, rule, regulation, legislation, interpretation, judgment or order proposed, sought, enacted, entered, enforced, promulgated, amended, issued or deemed applicable to Subsidiary, the Company or any subsidiary or affiliate of Subsidiary or the

Company or the Offer, the Completion of the Acquisition or the transactions contemplated by the Acquisition Agreement, by any legislative body, court, government or governmental, administrative or regulatory authority or agency located or having jurisdiction within the United States or any other country or economic region in which the Company or any of its subsidiaries or Parent or any of its subsidiaries, directly or indirectly, has material assets or operations, which could reasonably be expected to have a Material Adverse Effect or to have the effect of: (i) making illegal, or otherwise directly or indirectly restraining or prohibiting the making of the Offer, the acceptance for payment of, payment for, or ownership, directly or indirectly, of some of or all the Shares by Parent or Subsidiary, the consummation of any of the transactions contemplated by the Acquisition Agreement or materially delaying the Completion of the Acquisition; (ii) prohibiting or materially limiting the ownership or operation by the Company or any of its subsidiaries, or by Parent or any of its subsidiaries, of all or any material portion of the business or assets of the Company or any of its subsidiaries or Parent or any of its subsidiaries, or compelling Subsidiary, Parent or any of Parent's subsidiaries to dispose of or hold separate all or any material portion of the business or assets of the Company or any of its subsidiaries or Parent or any of its subsidiaries, as a result of the transactions contemplated by the Acquisition Agreement; (iii) imposing or confirming limitations on the ability of Subsidiary, Parent or any of Parent's subsidiaries effectively to acquire or hold or to exercise full rights of ownership of Shares, including, without limitation, the right to vote any Shares on all matters properly presented to the shareholders of the Company, including, without limitation, the adoption and approval of the Acquisition Agreement and the Completion of the Acquisition or the right to vote any shares of capital stock of any subsidiary of the Company; or (iv) requiring divestiture by Parent or Subsidiary, directly or indirectly, of any Shares; or

(b) there shall have occurred (i) any general suspension of trading in, or limitation on prices for, securities on any securities exchange or in the over-the-counter market in the United States, (ii) the declaration of a banking moratorium or any suspension of payments in respect of banks in the United States (whether or not mandatory), (iii) any limitation (whether or not mandatory), by any United States governmental authority or agency on the extension of credit by banks or other financial institutions, or (iv) in the case of any of the situations described in clauses (i) through (iii) inclusive, existing as of the date of the Acquisition Agreement or at the date of the commencement of the Offer, a material acceleration or worsening thereof; or

(c) there shall have occurred or be occurring, or Subsidiary shall have become aware of any event or condition that would reasonably be expected to have a Material Adverse Effect; or

(d) the Company shall have breached or failed to perform in any material respect any of its covenants or agreements under the Acquisition Agreement and, if curable, shall have failed to cure such breach within ten business days of receipt of notice of such breach or failure to perform; or

(e) any of the representations and warranties of the Company set forth in the Acquisition Agreement that are qualified as to materiality shall not be true and correct or any of the representations and warranties of the Company set forth in the Acquisition Agreement that are not so qualified shall not be true and correct in any material respect, in each case as if such representations and warranties were made at the time of such determination (or, in the case of any representation and warranty made as of a specified date, as of such date) and if curable, shall have failed to cure such failure to be true and correct within ten business days of receipt of notice of such failure to be true and correct; or

(f) the Acquisition Agreement shall have been terminated in accordance with its terms; or

(g) the Board shall have withdrawn or modified in a manner adverse to Subsidiary its approval or recommendation of the Offer, the Acquisition Agreement or the Consummation of the Acquisition or shall have recommended, or the Company shall have entered into an agreement providing for, a Superior Proposal, or the Board shall have resolved to do any of the foregoing; or

(h) the Company shall have failed to adopt the Rights Plan Amendment and Determinations or shall have failed to comply with Section 6.11 of the Agreement;

which, in the reasonable judgment of Subsidiary in any such case, and regardless of the circumstances (including any action or omission by Subsidiary) giving rise to any such condition makes it inadvisable to proceed with such acceptance for payment or payments of Shares.

The foregoing conditions are for the sole benefit of Subsidiary and may be asserted by Subsidiary regardless of the circumstances giving rise to any such condition or may be waived by Subsidiary in whole or in part at any time or from time to time in its sole discretion. The failure by Subsidiary 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 or circumstances shall not be deemed a waiver with respect to any other facts or circumstances, and each such right shall be deemed an ongoing right that may be asserted at any time or from time to time.

DONALDSON, LUFKIN & JENRETTE
Donaldson, Lufkin & Jenrette Securities Corporation
2121 Avenue of the Stars, Suite 3000, Los Angeles, CA 90067-5014
(310) 282-6161

February 22, 1998

Abbott Laboratories
100 Abbott Park Rd.
Abbott Park, IL 60064-3500

Gentlemen:

In connection with your consideration of a possible negotiated transaction by you or one or more of your affiliates (as the term "affiliate" is defined in the Securities Exchange Act of 1934, as amended (the "Exchange Act")), involving International Murex Technologies Corporation and its affiliates (collectively, the "Company") (a "Transaction"), the Company, Donaldson, Lufkin & Jenrette Securities Corporation ("DLJ"), acting as the Company's exclusive financial advisor in connection with the proposed Transaction, and their respective advisors and agents are prepared to make available to you certain information which is non-public, confidential or proprietary in nature.

By execution of this letter agreement (the "Agreement"), you agree to treat confidentially all such information disclosed hereunder in writing (or, if initially disclosed orally, promptly thereafter confirmed in writing) (the "Evaluation Material"), and to observe the terms and conditions set forth herein. You also agree that, subject to the fourth paragraph of this letter, prior to giving any of your directors, officers, employees, partners, affiliates, agents, advisors or representatives (hereinafter, "Representatives") access to any of the Evaluation Material, you shall inform such representatives of the confidential nature of the Evaluation Material and the obligations as set forth in this Agreement.

For purposes of this Agreement, Evaluation Material shall include, without limitation, all information, data, reports, analyses, compilations, studies, interpretations, projections, forecasts, records, and other materials (whether prepared by the Company, DLJ or otherwise and in whatever form maintained, whether documentary, computerized or otherwise), regardless of the form of communication, that contain or otherwise reflect information concerning the Company that you or your Representatives may be provided by or on behalf of the Company or DLJ in the course of your evaluation of a possible Transaction. The term "Evaluation Material" shall also include all information, data, reports, analyses, computations, studies, interpretations, projections, forecasts, records, notes, memoranda, summaries or other materials in whatever form maintained, whether documentary, computerized or otherwise, whether prepared by you or your Representatives or others, that contain or otherwise reflect or are based upon, in whole or in part, any such Evaluation Material or that reflect your review of, or interest in, all or any portion of the Company in contemplation of a Transaction (the "Notes"). This Agreement shall be inoperative as to those particular portions of the Evaluation Material that (i) were or become generally available to the public other than as result of a disclosure by you or any of your Representatives, (ii) were available to you on a non-confidential basis prior to the disclosure of such Evaluation Material to you pursuant to this Agreement, provided that the source of such information was not known by you or any of

your Representatives to be bound by a confidentiality agreement with or other contractual, legal or fiduciary obligation of confidentiality to the Company or any of its affiliates with respect to such material or (iii) become available to you on a non-confidential basis from a source other than the Company or its agents, advisors or representatives provided that the source of such information was not known by you or any of your Representatives to be bound by a confidentiality agreement with or other contractual, legal or fiduciary obligation of confidentiality to the Company or any of its affiliates with respect to such material.

You agree that you will not use the Evaluation Material for any purpose other than determining whether you wish to enter into a Transaction and evaluating any possible terms thereof. You agree for a period of two years from the date hereof not to disclose or allow disclosure to others of any Evaluation Material except with the specific prior written consent of the Company or except as expressly otherwise permitted by the terms of this Agreement; provided that, subject to the second paragraph of this Agreement, you may disclose Evaluation Material to your Representatives to the extent necessary to permit such Representatives to assist you in making the determination referred to in the prior sentence. You shall take all reasonable measures (including but not limited to court proceedings), at your sole expense, to restrain your Representatives from prohibited or unauthorized disclosure or use of the Evaluation Material. In furtherance of the foregoing, you agree that you will not use the Evaluation Material in any way detrimental to the Company. In particular, the Company and you agree that for a period of 12 months from the date of the signing of this Agreement neither you and your affiliates nor the Company and its affiliates will knowingly, as a result of knowledge or information obtained from the Evaluation Material or otherwise in connection with a possible Transaction, employ or attempt to employ or divert an employee of the other party or any of its affiliates with whom such party has had significant contact in connection with the Transaction.

Except as otherwise permitted by this Agreement, you agree that you will not make any disclosure (i) that you, DLJ or the Company are having or have had discussions, or that you have received Evaluation Material from the Company or DLJ concerning a Transaction, (ii) that you are considering a possible Transaction or (iii) concerning any discussions related to a possible Transaction, including the status thereof, any termination thereof, any decision on your part to no longer consider any such Transaction or any of the terms, conditions or other facts with respect thereto. Correspondingly, the Company agrees that it will not make any disclosure (i) that it has had or is having discussions with, or that it has sent Evaluation Material to, you regarding a Transaction, (ii) that it is considering a possible Transaction with you or (iii) concerning any discussion related to a possible Transaction with you, including the status thereof, any termination thereof, any decision on its part to no longer consider any such Transaction with you or any of the terms, conditions or other facts with respect thereto. Notwithstanding the foregoing, either party may make such disclosure if such party has received the opinion of its counsel that such disclosure must be made by it in order that it not commit a violation of law and, prior to such disclosure, it promptly advises and consults with the other party and its legal counsel concerning the information it proposes to disclose. Without limiting the generality of the foregoing, if (1) you have been afforded a reasonable opportunity to complete a reasonable due diligence investigation of the Company in connections with your making a proposal at or before 9:00 am Eastern Standard Time March 3, 1998 (an "Initial Proposal") respecting a possible Transaction; and (2) following such investigation, you have had a reasonable opportunity to formulate and make an Initial Proposal to the Company respecting a possible Transaction, then you further agree that, without the prior written consent of the Company,

you will not, directly or indirectly, enter into any agreement, arrangement or understanding with any person regarding a possible Transaction involving the Company or any of its affiliates other than any such agreements, arrangements or understandings with any of your Representatives. The term "person" as used in this letter shall be broadly interpreted to include, without limitation, the media and any corporation, partnership, group, individual or other entity.

Although the Company and DLJ have endeavored to include in the Evaluation Material information known to them which they believe to be relevant for the purpose of your investigation, you understand and agree that none of the Company, DLJ or any of their affiliates, agents, advisors or representatives (i) have made or make any representation or warranty, expressed implied, as to the accuracy or completeness of the Evaluation Material or (ii) shall have any liability whatsoever to you or your Representatives relating to or resulting from the use of the Evaluation Material or any errors therein or omissions therefrom, except in each case as may be made in a definitive agreement.

Without limiting the generality of the immediately preceding paragraph, the Evaluation Material may include certain statements, estimates and projections provided by the Company with respect to the anticipated future performance of the Company's business. Such statements, estimates and projections reflect various assumptions made by the Company concerning anticipated results, which assumptions may or may not prove to be correct. No representations are made as to the accuracy of such assumptions, statements, estimates or projections, including the budget. The only information that will have any legal effect will be specifically represented in a definitive purchase agreement; in no event will such definitive agreement contain any representation as to the projections.

In the event that you or anyone to whom you transmit any Evaluation Material in accordance with this Agreement are requested or required (by deposition, interrogations, requests for information or documents in legal proceedings, subpoenas, civil investigative demand or similar process), in connection with any proceeding, to disclose any Evaluation Material, you will give the Company prompt notice of such request or requirement so that the Company may seek an appropriate protective order or other remedy and/or waive compliance with the provisions of this Agreement, and you will reasonably cooperate with the Company, at the Company's expense, to obtain such protective order. In the event that such protective order or other remedy is not obtained or the Company waives compliance with the relevant provisions of this Agreement, you (or such other persons to whom such request is directed) will furnish only that portion of the Evaluation Material which is legally required to be disclosed. It is further agreed that, if in the absence of a protective order you (or such other persons to whom such request is directed) are nonetheless legally compelled to disclose such information, you may make such disclosure without liability hereunder, provided that you give the Company notice of the information to be disclosed as far in advance of its disclosure as is practicable and, upon the Company's request, use your reasonable best efforts to obtain assurances that confidential treatment will be accorded to such information and, provided further, that such disclosure was not caused by and did not result from a previous disclosure by you or any of your Representatives not permitted hereunder.

If you decide at any time that you do not wish to proceed with a Transaction, you will promptly notify the Chairman of the Company's Board of Directors, the Company's Chief Executive Officer (the "CEO") or DLJ of that decision. In that case, or if the Company shall elect at any time

to terminate further access by you to the Evaluation Material for any reason, you will promptly return to DLJ all Evaluation Material (and all copies thereof) in the possession of you or your affiliates or your Representatives and will destroy all Notes, provided, that you may retain in your Legal Division for archival purposes one (1) copy of the Evaluation Material and Notes. Notwithstanding the return or destruction of Evaluation Material and Notes, you and your Representatives will continue to be bound by your obligations of confidentiality and other obligations hereunder.

You hereby acknowledge that you are aware that the securities laws of the United States prohibit any person who has material, non-public information concerning the Company or a possible Transaction involving the Company from purchasing or selling securities in reliance upon such information or from communicating such information to any other person or entity under circumstances in which it is reasonably foreseeable that such person or entity is likely to purchase or sell such securities in reliance upon such information. Further, you hereby represent that you have no direct or indirect ownership interests in the Company other than any such ownership interest which may exist through a retirement trust.

You agree that, if (1) you have been afforded a reasonable opportunity to complete a reasonable due diligence investigation of the Company in connection with your making an Initial Proposal respecting a possible Transaction; and (2) following such investigation, you have had a reasonable opportunity to formulate and make an Initial Proposal to the Company respecting a possible Transaction, then for a period of six (6) months from the date of this Agreement, unless such shall have been specifically invited in writing by the current Board of Directors or replacements designated by members of the current Board of Directors of the Company, neither you nor any of your Representatives will in any manner, directly or indirectly, (a) effect or seek, offer or propose to effect, or cause or participate in or in any way assist or act as advisor to any other person to effect or seek, offer or propose to effect or participate in, (i) any acquisition of any securities (or beneficial ownership thereof) or assets of the Company or any of its subsidiaries; (ii) any tender or exchange offer or merger or other business combination involving the Company or any of its subsidiaries; (iii) any recapitalization, restructuring, liquidation, dissolution or other extraordinary transaction with repsect to the Company or any of its subsidiaries; or (iv) any "solicitation" of "proxies" (as such terms are used in the proxy rules of the Securities and Exchange Commission) or consents to vote any voting securities of the Company, (b) otherwise act, alone or in concert with others, to seek to control or influence the management, Board of Directors or policies of the Company or (c) enter into any discussions or arrangements with any third party with respect to any of the foregoing; provided, however, that nothing contained in this Agreement shall prohibit you from making an Initial Proposal respecting a possible Transaction; and provided further, that, if (A) you shall have made an Initial Proposal to the Company regarding a possible Transaction; and (B) the Company's Board of Directors does not determine, in its sole discretion, in good faith that such Initial Proposal was unreasonable when made (and thereafter notify you in writing of such determination), nothing contained in this Agreement shall prohibit you or your Representatives from making any proposal to the Chairman of the Company's Board of Directors, the Company's CEO, the Company's Board of Directors or DLJ regarding any business combination or other Transaction involving the Company. You also agree during any such period not to request the Company (or its directors, officers, employees or agents), directly or indirectly, to amend or waive any provision of this paragraph (including this sentence). Notwithstanding the foregoing, this paragraph shall not apply, directly or

indirectly, to (1) any employee benefit, pension or welfare plan, trust or similar arrangement of yours or of any of your Representatives which is not under your control, or (2) any indirect activity of any Representative over which such Representative does not have substantial control.

You understand that (i) the Company and DLJ shall conduct the process for a possible Transaction as they in their sole discretion shall determine (including, without limitation, negotiating with any prospective buyer and entering into definitive agreements without prior notice to you or any other person), (ii) any procedures relating to such a Transaction may be changed at any time without notice to you or any other person, (iii) the Company shall have the right to reject or accept any potential buyer, proposal or offer, for any reason whatsoever, in its sole discretion, and (iv) notwithstanding the terms of this Agreement, neither you nor any of your Representatives shall have any claims whatsoever against the Company or DLJ or any of their respective directors, officers, stockholders, owners, affiliates or agents arising out of or relating to the Transaction, and neither the Company nor DLJ shall have any claims whatsoever against you or any of your Representatives arising out of or relating to the Transaction (other than those against the parties to a definitive agreement with you in accordance with the terms thereof).

It is further understood and agreed that DLJ will arrange for appropriate contacts for due diligence purposes. It is also understood and agreed that all (i) communications regarding a possible Transaction, (ii) requests for additional information, (iii) requests for facility tours or management meetings and (iv) discussions or questions regarding procedures, will be submitted or directed to DLJ or the Company's CEO or Chairman of the Board, and that none of you or your Representatives who are aware of the Evaluation Material and/or the possibility of a Transaction will initiate or cause to be initiated any communication with any other director, officer or employee of the Company concerning the Evaluation Material or a Transaction. It is understood that any expenses incurred by you in connection with such diligence activities shall be for your own account and at your own expense, and at no expense to the Company.

You agree that unless and until a definitive agreement between the Company and you with respect to any Transaction has been executed and delivered, neither the Company nor you will be under any legal obligation of any kind whatsoever with respect to such Transaction. Furthermore, it is agreed that neither you nor the Company has any obligation to negotiate the Transaction for any specified period of time or to enter into a definitive agreement.

The parties hereto agree that money damages would not be a sufficient remedy for any breach of this Agreement, that in addition to all other remedies each party shall be entitled to specific performance and injunctive or other equitable relief as a remedy for any such breach. In the event of litigation relating to this Agreement, if a court of competent jurisdiction determines that any party has breached this Agreement, such party shall be liable and pay to the other party the reasonable legal fees incurred by the other party in connection with such litigation, including any appeal therefrom.

The Company reserves the right to assign its rights, powers and privileges under this Agreement (including, without limitation, the right to enforce the terms of this letter agreement) to any person who enters into a Transaction.

This Agreement constitutes the entire agreement regarding the subject matter hereof. All modifications of, waivers of and amendments to this Agreement or any part hereof must be in writing signed on behalf of you and the Company or by you and DLJ, as agent for the Company. You acknowledge that the Company is intended to be benefited by this Agreement and that the Company shall be entitled, either alone or together with DLJ, to enforce this Agreement and to obtain for itself the benefit of any remedies that may be available for the breach hereof.

It is further understood and agreed that no failure or delay by you or the Company in exercising any right, power or privilege under this Agreement shall operate as a waiver thereof nor shall any single or partial exercise thereof preclude any other or further exercise of any right, power or privilege hereunder.

In the event that any provision or portion of this Agreement is determined to be invalid or unenforceable for any reason, in whole or in part, the remaining provisions of this Agreement shall be unaffected thereby and shall remain in full force and effect to the fullest extent permitted by applicable law.

This Agreement shall be governed by, and construed and enforced in accordance with, the laws of the State of New York, without regard to conflicts of laws provisions. This Agreement is for the benefit of you and the Company and your and its respective directors, officers, employees and agents.

If you are in agreement with the foregoing, please so indicate by signing, dating and returning one copy of this Agreement, which will constitute our agreement with respect to the matters set forth herein.

Very truly yours,

INTERNATIONAL MUREX
TECHNOLOGIES CORPORATION

By: /s/ Chet Mehta

Chet Mehta
DONALDSON, LUFKIN & JENRETTE
SECURITIES CORPORATION
as Exclusive Agent

Agreed and Accepted:
ABBOTT LABORATORIES

By: /s/ Thomas D. Brown

Title: Corp V.P. Commercial Operations

Date: 2/22/98

Abbott Laboratories
100 Abbott Park Road
Abbott Park, Illinois

March 13, 1998

Edward J. DeBartolo, Jr.

Dear Mr. DeBartolo:

This letter is to confirm our agreement regarding all of the 2,533,450 common shares, without par value, (the "Shares") of International Murex Technologies Corporation, a British Columbia corporation (the "Company") held by you. In order to induce Abbott Laboratories, an Illinois corporation ("Buyer") to enter into an Acquisition Agreement, to be dated as of the date hereof between the Company and Buyer (the "Acquisition Agreement"), you hereby agree as follows:

Subject to the terms and conditions hereof, on or prior to the expiration date of the tender offer to be commenced by Buyer pursuant to the Acquisition Agreement (the "Tender Offer"), you will tender to Buyer, or cause to be tendered, all of the Shares, regardless of whether a higher offer for such Shares has been made. If you withdraw your tender of Shares in the Tender Offer, you shall immediately, but in no event later than the expiration date of the Tender Offer re-tender such Shares to Buyer.

You hereby grant to Buyer the option (the "Option") to purchase any or all the Shares, at a price of at least of $13.00 per Share, until the date (the "Expiration Date") that is: (i) the date the Acquisition Agreement is terminated in accordance with its terms, unless such termination is an Applicable Termination (as defined below), in which case the Option shall continue as provided in the following clause (ii); or (ii) after an Applicable Termination, the date that is the later of (A) five business days following an Applicable Termination and (B) two business days following the receipt by Buyer of any of the governmental consents or approvals or the termination or expiration of any waiting periods referred to in Section 4.4(b)(ii), (iii), (iv) and (v) of the Acquisition Agreement; PROVIDED, HOWEVER, in no event shall the Option be exercisable after August 31, 1998. An "Applicable Termination" shall mean any termination of the Acquisition Agreement pursuant to Sections 8.1(d), 8.1(e) or 8.1(f) thereof.

You hereby agree not to sell, transfer or encumber the Shares (except in the Tender Offer or to Buyer) during the term of this letter agreement.

You hereby represent and warrant as to the Shares that (i) you are the sole owner of and have full right, power and authority to sell and vote the Shares, or if you are not the sole owner, you have the full right, power and authority to sell the Shares, and in either event, this letter agreement is a valid and binding agreement, enforceable against you, in accordance with its terms; (ii) neither the execution of this letter agreement nor the consummation by you of the transactions contemplated hereby will constitute a violation of, or conflict with, or default under,

any contract, commitment, agreement, understanding, arrangement or restriction of any kind to which you are a party or by which you or the Shares are bound; and (iii) Buyer or its subsidiary shall upon purchase of the Shares receive good and marketable title to the Shares, free and clear of all liens, claims, encumbrances and security interests of any kind.

Buyer hereby represents and warrants that it has the corporate power and it is duly authorized to enter into this letter agreement.

You hereby agree to vote all of the Shares, and any other common shares of the Company which you may own, or have the power to vote, (i) in the manner directed by Buyer with respect to any matters related to the acquisition of the Company by Buyer and (ii) against any other amalgamations, mergers, recapitalizations, business combinations, sales of assets, liquidations or similar transactions involving the Company, or any other matters which would be inconsistent with Buyer's intended acquisition of the Company. In furtherance of your voting agreement in this paragraph, you hereby revoke any and all previous proxies with respect to any of the Shares and grants to Buyer and such individuals or corporations as Buyer may designate an irrevocable proxy to vote all of the Shares owned by you in accordance with this paragraph on any matters which may be presented to shareholders of the Company with respect to any matters related to the acquisition of the Company by Buyer or any other amalgamations, mergers, recapitalizations, business combinations, sales of assets, liquidations or similar transactions involving the Company, or any other matters which would be inconsistent with Buyer's proposed acquisition of the Company. In addition, you hereby agree to execute such additional documents as Buyer may reasonably request to effectuate its voting rights under this paragraph.

We each hereby agree that this letter agreement creates legally binding commitments, enforceable in accordance with their terms. This letter agreement and the Acquisition Agreement (i) constitute the entire agreement among the parties hereto with respect to the subject matter hereof and (ii) supersede all other prior agreements and understandings, both written and oral, between the parties with respect to the subject matter hereof. This Agreement is not intended to confer upon any other person any rights or remedies hereunder.

This letter agreement may be terminated at any time (i) by mutual written consent of the parties hereto or (ii) by either party on or after the Expiration Date. Notwithstanding the foregoing, such right of termination shall not be available to any party whose breach of any obligation hereunder has been the cause of or resulted in the failure of the transactions contemplated hereunder to be consummated. No such termination shall relieve any party from liability for any breach of this letter agreement.

Each party shall be entitled, without prejudice to the rights and remedies otherwise available to such party, to specific performance of all of the other party's obligations hereunder. This Agreement shall be governed by and construed in accordance with the internal laws (and not the law of conflicts) of the State of Illinois. Each of the parties shall pay its own expenses in connection with the execution and performance of this letter agreement.

If any term, provision, covenant or restriction of this letter agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the terms, provisions, covenants and restrictions of this letter agreement shall remain in full force and effect and shall in no way be affected, impaired or invalidated.

Please indicate your agreement to the foregoing by signing this letter agreement in the space provided below, whereupon a binding agreement will have been formed between us in respect of the foregoing.

Sincerely,

ABBOTT LABORATORIES

By: /s/ Miles D. White

Name: Miles D. White
Title: Executive Vice President

Acknowledged and agreed:

/s/ Edward J. DeBartolo, Jr.

Edward J. DeBartolo, Jr.

Abbott Laboratories
100 Abbott Park Road
Abbott Park, Illinois

March 13, 1998

Estate of Edward J. DeBartolo

Ladies and Gentlemen:

This letter is to confirm our agreement regarding all of the 1,983,013 common shares, without par value, (the "Shares") of International Murex Technologies Corporation, a British Columbia corporation (the "Company") held by you. In order to induce Abbott Laboratories, an Illinois corporation ("Buyer") to enter into an Acquisition Agreement, to be dated as of the date hereof between the Company and Buyer (the "Acquisition Agreement"), you hereby agree as follows:

Subject to the terms and conditions hereof, on or prior to the expiration date of the tender offer to be commenced by Buyer pursuant to the Acquisition Agreement (the "Tender Offer"), you will tender to Buyer, or cause to be tendered, all of the Shares, regardless of whether a higher offer for such Shares has been made. If you withdraw your tender of Shares in the Tender Offer, you shall immediately, but in no event later than the expiration date of the Tender Offer re-tender such Shares to Buyer.

You hereby grant to Buyer the option (the "Option") to purchase any or all the Shares, at a price of at least $13.00 per Share, until the date (the "Expiration Date") that is: (i) the date the Acquisition Agreement is terminated in accordance with its terms, unless such termination is an Applicable Termination (as defined below), in which case the Option shall continue as provided in the following clause (ii); or (ii) after an Applicable Termination, the date that is the later of (A) five business days following an Applicable Termination and (B) two business days following the receipt by Buyer of any of the governmental consents or approvals or the termination or expiration of any waiting periods referred to in Section 4.4(b)(ii), (iii), (iv) and (v) of the Acquisition Agreement; PROVIDED, HOWEVER, in no event shall the Option be exercisable after August 31, 1998. An "Applicable Termination" shall mean any termination of the Acquisition Agreement pursuant to Sections 8.1(d), 8.1(e) or 8.1(f) thereof.

You hereby agree not to sell, transfer or encumber the Shares (except in the Tender Offer or to Buyer) during the term of this letter agreement.

You hereby represent and warrant as to the Shares that (i) you are the sole owner of and have full right, power and authority to sell and vote the Shares, or if you are not the sole owner, you have the full right, power and authority to sell the Shares, and in either event, this letter agreement is a valid and binding agreement, enforceable against you, in accordance with its terms; (ii) neither the execution of this letter agreement nor the consummation by you of the transactions contemplated hereby will constitute a violation of, or conflict with, or default under,

any contract, commitment, agreement, understanding, arrangement or restriction of any kind to which you are a party or by which you or the Shares are bound; and (iii) Buyer or its subsidiary shall upon purchase of the Shares receive good and marketable title to the Shares, free and clear of all liens, claims, encumbrances and security interests of any kind.

Buyer hereby represents and warrants that it has the corporate power and it is duly authorized to enter into this letter agreement.

You hereby agree to vote all of the Shares, and any other common shares of the Company which you may own, or have the power to vote, (i) in the manner directed by Buyer with respect to any matters related to the acquisition of the Company by Buyer and (ii) against any other amalgamations, mergers, recapitalizations, business combinations, sales of assets, liquidations or similar transactions involving the Company, or any other matters which would be inconsistent with Buyer's intended acquisition of the Company. In furtherance of your voting agreement in this paragraph, you hereby revoke any and all previous proxies with respect to any of the Shares and grants to Buyer and such individuals or corporations as Buyer may designate an irrevocable proxy to vote all of the Shares owned by you in accordance with this paragraph on any matters which may be presented to shareholders of the Company with respect to any matters related to the acquisition of the Company by Buyer or any other amalgamations, mergers, recapitalizations, business combinations, sales of assets, liquidations or similar transactions involving the Company, or any other matters which would be inconsistent with Buyer's proposed acquisition of the Company. In addition, you hereby agree to execute such additional documents as Buyer may reasonably request to effectuate its voting rights under this paragraph.

We each hereby agree that this letter agreement creates legally binding commitments, enforceable in accordance with their terms. This letter agreement and the Acquisition Agreement (i) constitute the entire agreement among the parties hereto with respect to the subject matter hereof and (ii) supersede all other prior agreements and understandings, both written and oral, between the parties with respect to the subject matter hereof. This Agreement is not intended to confer upon any other person any rights or remedies hereunder.

This letter agreement may be terminated at any time (i) by mutual written consent of the parties hereto or (ii) by either party on or after the Expiration Date. Notwithstanding the foregoing, such right of termination shall not be available to any party whose breach of any obligation hereunder has been the cause of or resulted in the failure of the transactions contemplated hereunder to be consummated. No such termination shall relieve any party from liability for any breach of this letter agreement.

Each party shall be entitled, without prejudice to the rights and remedies otherwise available to such party, to specific performance of all of the other party's obligations hereunder. This Agreement shall be governed by and construed in accordance with the internal laws (and not the law of conflicts) of the State of Illinois. Each of the parties shall pay its own expenses in connection with the execution and performance of this letter agreement.

If any term, provision, covenant or restriction of this letter agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the terms, provisions, covenants and restrictions of this letter agreement shall remain in full force and effect and shall in no way be affected, impaired or invalidated.

Please indicate your agreement to the foregoing by signing this letter agreement in the space provided below, whereupon a binding agreement will have been formed between us in respect of the foregoing.

Sincerely,

ABBOTT LABORATORIES

By: /s/ Miles D. White

Name: Miles D. White
Title: Executive Vice President

Acknowledged and agreed:

ESTATE OF EDWARD J. DEBARTOLO

By: /s/ Edward J. DeBartolo, Jr.

Name: Edward J. DeBartolo, Jr.
Title: Coexecutor

By: /s/ Marie Denise DeBartolo York

Name: Marie Denise DeBartolo York
Title: Coexecutor

Abbott Laboratories
100 Abbott Park Road
Abbott Park, Illinois

March 13, 1998

University of Notre Dame
Grace Hall, Suite 900
Notre Dame, Indiana 46556

Ladies and Gentlemen:

This letter is to confirm our agreement regarding all of the one million common shares, without par value, (the "Shares") of International Murex Technologies Corporation, a British Columbia corporation (the "Company") held by you. In order to induce Abbott Laboratories, an Illinois corporation ("Buyer") to enter into an Acquisition Agreement, to be dated as of the date hereof between the Company and Buyer (the "Acquisition Agreement"), you hereby agree as follows:

Subject to the terms and conditions hereof, on or prior to the expiration date of the tender offer to be commenced by Buyer pursuant to the Acquisition Agreement (the "Tender Offer"), you will tender to Buyer, or cause to be tendered, all of the Shares, regardless of whether a higher offer for such Shares has been made. If you withdraw your tender of Shares in the Tender Offer, you shall immediately, but in no event later than the expiration date of the Tender Offer re-tender such Shares to Buyer.

You hereby grant to Buyer the option (the "Option") to purchase any or all the Shares, at a price of at least $13.00 per Share, until the date (the "Expiration Date") that is: (i) the date the Acquisition Agreement is terminated in accordance with its terms, unless such termination is an Applicable Termination (as defined below), in which case the Option shall continue as provided in the following clause (ii); or (ii) after an Applicable Termination, the date that is the later of (A) five business days following an Applicable Termination and (B) two business days following the receipt by Buyer of any of the governmental consents or approvals or the termination or expiration of any waiting periods referred to in Section 4.4(b)(ii), (iii), (iv) and (v) of the Acquisition Agreement; PROVIDED, HOWEVER, in no event shall the Option be exercisable after August 31, 1998. An "Applicable Termination" shall mean any termination of the Acquisition Agreement pursuant to Sections 8.1(d), 8.1(e) or 8.1(f) thereof.

You hereby agree not to sell, transfer or encumber the Shares (except in the Tender Offer or to Buyer) during the term of this letter agreement.

You hereby represent and warrant as to the Shares that (i) you are the sole owner of and have full right, power and authority to sell and vote the Shares, or if you are not the sole owner, you have the full right, power and authority to sell the Shares, and in either event, this letter agreement is a valid and binding agreement, enforceable against you, in accordance with its

terms; (ii) neither the execution of this letter agreement nor the consummation by you of the transactions contemplated hereby will constitute a violation of, or conflict with, or default under, any contract, commitment, agreement, understanding, arrangement or restriction of any kind to which you are a party or by which you or the Shares are bound; and (iii) Buyer or its subsidiary shall upon purchase of the Shares receive good and marketable title to the Shares, free and clear of all liens, claims, encumbrances and security interests of any kind.

Buyer hereby represents and warrants that it has the corporate power and it is duly authorized to enter into this letter agreement.

You hereby agree to vote all of the Shares, and any other common shares of the Company which you may own, or have the power to vote, (i) in the manner directed by Buyer with respect to any matters related to the acquisition of the Company by Buyer and (ii) against any other amalgamations, mergers, recapitalizations, business combinations, sales of assets, liquidations or similar transactions involving the Company, or any other matters which would be inconsistent with Buyer's intended acquisition of the Company. In furtherance of your voting agreement in this paragraph, you hereby revoke any and all previous proxies with respect to any of the Shares and grants to Buyer and such individuals or corporations as Buyer may designate an irrevocable proxy to vote all of the Shares owned by you in accordance with this paragraph on any matters which may be presented to shareholders of the Company with respect to any matters related to the acquisition of the Company by Buyer or any other amalgamations, mergers, recapitalizations, business combinations, sales of assets, liquidations or similar transactions involving the Company, or any other matters which would be inconsistent with Buyer's proposed acquisition of the Company. In addition, you hereby agree to execute such additional documents as Buyer may reasonably request to effectuate its voting rights under this paragraph.

We each hereby agree that this letter agreement creates legally binding commitments, enforceable in accordance with their terms. This letter agreement and the Acquisition Agreement (i) constitute the entire agreement among the parties hereto with respect to the subject matter hereof and (ii) supersede all other prior agreements and understandings, both written and oral, between the parties with respect to the subject matter hereof. This Agreement is not intended to confer upon any other person any rights or remedies hereunder.

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not the law of conflicts) of the State of Illinois. Each of the parties shall pay its own expenses in connection with the execution and performance of this letter agreement.

If any term, provision, covenant or restriction of this letter agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the terms, provisions, covenants and restrictions of this letter agreement shall remain in full force and effect and shall in no way be affected, impaired or invalidated.

Please indicate your agreement to the foregoing by signing this letter agreement in the space provided below, whereupon a binding agreement will have been formed between us in respect of the foregoing.

Sincerely,

ABBOTT LABORATORIES

By: /s/ Miles D. White

Name: Miles D. White
Title: Executive Vice President

Acknowledged and agreed:

UNIVERSITY OF NOTRE DAME

By: /s/ Dr. William P. Sexton

Name: Dr. William P. Sexton
Title: Vice President for
University Relations

Abbott Laboratories
100 Abbott Park Road
Abbott Park, Illinois

March 13, 1998

C. Robert Cusick

Dear Mr. Cusick:

This letter is to confirm our agreement regarding all of the common shares, without par value, (the "Shares") of International Murex Technologies Corporation, a British Columbia corporation (the "Company") held by you. In order to induce Abbott Laboratories, an Illinois corporation ("Buyer") to enter into an Acquisition Agreement, to be dated as of the date hereof between the Company and Buyer (the "Acquisition Agreement"), you hereby agree as follows:

Subject to the terms and conditions hereof, on or prior to the expiration date of the tender offer to be commenced by Buyer pursuant to the Acquisition Agreement (the "Tender Offer"), you will tender to Buyer, or cause to be tendered, all of the Shares, regardless of whether a higher offer for such Shares has been made. If you withdraw your tender of Shares in the Tender Offer, you shall immediately, but in no event later than the expiration date of the Tender Offer re-tender such Shares to Buyer.

You hereby grant to Buyer the option (the "Option") to purchase any or all the Shares, at a price of at least of $13.00 per Share, until the date (the "Expiration Date") that is: (i) the date the Acquisition Agreement is terminated in accordance with its terms, unless such termination is an Applicable Termination (as defined below), in which case the Option shall continue as provided in the following clause (ii); or (ii) after an Applicable Termination, the date that is the later of (A) five business days following an Applicable Termination and (B) two business days following the receipt by Buyer of any of the governmental consents or approvals or the termination or expiration of any waiting periods referred to in Section 4.4(b)(ii), (iii), (iv) and (v) of the Acquisition Agreement; PROVIDED, HOWEVER, in no event shall the Option be exercisable after August 31, 1998. An "Applicable Termination" shall mean any termination of the Acquisition Agreement pursuant to Sections 8.1(d), 8.1(e) or 8.1(f) thereof.

You hereby agree not to sell, transfer or encumber the Shares (except in the Tender Offer or to Buyer) during the term of this letter agreement.

You hereby represent and warrant as to the Shares that (i) you are the sole owner of and have full right, power and authority to sell and vote the Shares, or if you are not the sole owner, you have the full right, power and authority to sell the Shares, and in either event, this letter agreement is a valid and binding agreement, enforceable against you, in accordance with its terms; (ii) neither the execution of this letter agreement nor the consummation by you of the transactions contemplated hereby will constitute a violation of, or conflict with, or default under, any contract, commitment, agreement, understanding, arrangement or restriction of any kind to

which you are a party or by which you or the Shares are bound; and (iii) Buyer or its subsidiary shall upon purchase of the Shares receive good and marketable title to the Shares, free and clear of all liens, claims, encumbrances and security interests of any kind.

Buyer hereby represents and warrants that it has the corporate power and it is duly authorized to enter into this letter agreement.

You hereby agree to vote all of the Shares, and any other common shares of the Company which you may own, or have the power to vote, (i) in the manner directed by Buyer with respect to any matters related to the acquisition of the Company by Buyer and (ii) against any other amalgamations, mergers, recapitalizations, business combinations, sales of assets, liquidations or similar transactions involving the Company, or any other matters which would be inconsistent with Buyer's intended acquisition of the Company. In furtherance of your voting agreement in this paragraph, you hereby revoke any and all previous proxies with respect to any of the Shares and grants to Buyer and such individuals or corporations as Buyer may designate an irrevocable proxy to vote all of the Shares owned by you in accordance with this paragraph on any matters which may be presented to shareholders of the Company with respect to any matters related to the acquisition of the Company by Buyer or any other amalgamations, mergers, recapitalizations, business combinations, sales of assets, liquidations or similar transactions involving the Company, or any other matters which would be inconsistent with Buyer's proposed acquisition of the Company. In addition, you hereby agree to execute such additional documents as Buyer may reasonably request to effectuate its voting rights under this paragraph.

We each hereby agree that this letter agreement creates legally binding commitments, enforceable in accordance with their terms. This letter agreement and the Acquisition Agreement (i) constitute the entire agreement among the parties hereto with respect to the subject matter hereof and (ii) supersede all other prior agreements and understandings, both written and oral, between the parties with respect to the subject matter hereof. This Agreement is not intended to confer upon any other person any rights or remedies hereunder.

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If any term, provision, covenant or restriction of this letter agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the terms, provisions, covenants and restrictions of this letter agreement shall remain in full force and effect and shall in no way be affected, impaired or invalidated.

Please indicate your agreement to the foregoing by signing this letter agreement in the space provided below, whereupon a binding agreement will have been formed between us in respect of the foregoing.

Sincerely,

ABBOTT LABORATORIES

By: /s/ Miles D. White

Name: Miles D. White
Title: Executive Vice President

Acknowledged and agreed:

/s/ C. Robert Cusick

C. Robert Cusick

Abbott Laboratories
100 Abbott Park Road
Abbott Park, Illinois

March 13, 1998

Michael Warren

Dear Mr. Warren

This letter is to confirm our agreement regarding all of the common shares, without par value, (the "Shares") of International Murex Technologies Corporation, a British Columbia corporation (the "Company") held by you. In order to induce Abbott Laboratories, an Illinois corporation ("Buyer") to enter into an Acquisition Agreement, to be dated as of the date hereof between the Company and Buyer (the "Acquisition Agreement"), you hereby agree as follows:

Subject to the terms and conditions hereof, on or prior to the expiration date of the tender offer to be commenced by Buyer pursuant to the Acquisition Agreement (the "Tender Offer"), you will tender to Buyer, or cause to be tendered, all of the Shares, regardless of whether a higher offer for such Shares has been made. If you withdraw your tender of Shares in the Tender Offer, you shall immediately, but in no event later than the expiration date of the Tender Offer re-tender such Shares to Buyer.

You hereby grant to Buyer the option (the "Option") to purchase any or all the Shares, at a price of at least of $13.00 per Share, until the date (the "Expiration Date") that is: (i) the date the Acquisition Agreement is terminated in accordance with its terms, unless such termination is an Applicable Termination (as defined below), in which case the Option shall continue as provided in the following clause (ii); or (ii) after an Applicable Termination, the date that is the later of (A) five business days following an Applicable Termination and (B) two business days following the receipt by Buyer of any of the governmental consents or approvals or the termination or expiration of any waiting periods referred to in Section 4.4(b)(ii), (iii), (iv) and (v) of the Acquisition Agreement; PROVIDED, HOWEVER, in no event shall the Option be exercisable after August 31, 1998. An "Applicable Termination" shall mean any termination of the Acquisition Agreement pursuant to Sections 8.1(d), 8.1(e) or 8.1(f) thereof.

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which you are a party or by which you or the Shares are bound; and (iii) Buyer or its subsidiary shall upon purchase of the Shares receive good and marketable title to the Shares, free and clear of all liens, claims, encumbrances and security interests of any kind.

Buyer hereby represents and warrants that it has the corporate power and it is duly authorized to enter into this letter agreement.

You hereby agree to vote all of the Shares, and any other common shares of the Company which you may own, or have the power to vote, (i) in the manner directed by Buyer with respect to any matters related to the acquisition of the Company by Buyer and (ii) against any other amalgamations, mergers, recapitalizations, business combinations, sales of assets, liquidations or similar transactions involving the Company, or any other matters which would be inconsistent with Buyer's intended acquisition of the Company. In furtherance of your voting agreement in this paragraph, you hereby revoke any and all previous proxies with respect to any of the Shares and grants to Buyer and such individuals or corporations as Buyer may designate an irrevocable proxy to vote all of the Shares owned by you in accordance with this paragraph on any matters which may be presented to shareholders of the Company with respect to any matters related to the acquisition of the Company by Buyer or any other amalgamations, mergers, recapitalizations, business combinations, sales of assets, liquidations or similar transactions involving the Company, or any other matters which would be inconsistent with Buyer's proposed acquisition of the Company. In addition, you hereby agree to execute such additional documents as Buyer may reasonably request to effectuate its voting rights under this paragraph.

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Each party shall be entitled, without prejudice to the rights and remedies otherwise available to such party, to specific performance of all of the other party's obligations hereunder. This Agreement shall be governed by and construed in accordance with the internal laws (and not the law of conflicts) of the State of Illinois. Each of the parties shall pay its own expenses in connection with the execution and performance of this letter agreement.

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Please indicate your agreement to the foregoing by signing this letter agreement in the space provided below, whereupon a binding agreement will have been formed between us in respect of the foregoing.

Sincerely,

ABBOTT LABORATORIES

By: /s/ Miles D. White

Name: Miles D. White
Title: Executive Vice President

Acknowledged and agreed:

/s/ F. Michael P. Warren

F. Michael P. Warren

[CITIBANK GLOBAL ASSET MANAGEMENT LETTERHEAD]

March 13, 1998

Mr. C. Robert Cusick
Vice Chairman, Chief Executive Officer & President
International Murex Technologies Corporation
2255 B. Queen Street East
Suite 828
Toronto, Ontario M4E1G3

Dear Mr. Cusick:

In our capacity as Investment Advisor of the Citinvest Value Investment Portfolio (VIP) Selector (the "Fund"), we agree to tender all of the shares of International Murex Technologies Corporation held by the Fund in a tender offer to be made by Abbott Laboratories Inc. for the shares of IMTC at a price of $13.00 per share. This Agreement expires on the earlier date of the expiration of the termination of the Acquisition Agreement or May 15, 1998.

Yours faithfully,

/s/ Farhan Sharaff

Citibank, N.A.

Exhibit 99.3

[ORACLE PARTNERS, L.P. LETTERHEAD]

March 13, 1998

Mr. C. Robert Cusick
Vice Chairman, Chief Executive Officer & President
International Murex Technologies Corporation
2255 B. Queen Street East
Suite 828
Toronto, Ontario M4E1G3

Dear Mr. Cusick:

In consideration of our discussion of March 12, 1998, we agree to tender all 866,500 of our shares in a definitive tender offer to be made by Abbott Laboratories, Inc. for the shares of International Murex Technologies at a price of no less than $13.00 per share. This agreement expires on the earlier date of the expiration of the termination of the acquisition agreement or May 15, 1998.

Sincerely,

/s/ Larry N. Feinberg

Larry N. Feinberg

AMENDMENT TO RIGHTS PLAN

This Amendment is made as of the 13th day of March 1998 by and between International Murex Technologies Corporation, a British Columbia company (the "Company") and The Bank of New York, as Rights Agent (the "Rights Agent").

RECITALS

A. The Company has adopted that certain Shareholder Protection Rights Agreement (the "Rights Plan") by and between the Company and the Rights Agent dated August 31, 1995 (all capitalized terms used and not defined herein shall be as defined in the Rights Plan, as amended herein);

B. Pursuant to Section 5.5(d) of the Rights Plan, the President of the Company has executed and delivered to the Rights Agent a certificate which states that the proposed amendments to the Rights Plan set forth herein are in compliance with the terms of Section 5.5 of the Rights Plan;

C. Pursuant to an Acquisition Agreement dated as of March 13, 1998 (the "Acquisition Agreement"), Abbott Laboratories, an Illinois corporation ("Parent") and AAC Acquisition Ltd., a British Columbia company shall acquire the Company;

D. Parent and certain shareholders of the Company have entered into agreements under which such shareholders shall sell their Voting Shares of the Company to Parent in furtherance of the Acquisition Agreement;

E. The Company and the Rights Agent wish to enter into this Amendment in furtherance thereof.

AMENDMENT

NOW, THEREFORE, for good and valid consideration, the receipt and sufficiency of which are acknowledged, the parties amend the Rights Plan as follows:

1. The introductory clause of the definition of "Acquiring Person" set forth in Section 1.1(a) is amended in its entirety as follows:

   ""Acquiring Person" means any Person who, together with all Affiliates and Associates of such Person, is the Beneficial Owner of 20% or more of the then outstanding Voting Shares, (1) excluding Abbott Laboratories, an Illinois corporation ("Parent"), AAC Acquisition Ltd., a British Columbia company ("Purchaser") and their Subsidiaries, (2) but shall not include:"

2. The definition of "Separation Time" set forth in Section 1.1(ar) is amended to insert the following text immediately preceding the period concluding the definition:

"; and

(C) the Separation Time shall not occur by virtue of (w) the execution of the Acquisition Agreement by and among the Corporation, Parent and Purchaser, (x) the execution of the agreements referenced in the Acquisition Agreement by and between Parent and certain shareholders to sell their Voting Shares to Parent, (y) the consummation of the transactions contemplated or permitted thereunder or (z) the acquisition or purchase of Voting Shares by Parent, Purchaser or their Subsidiaries"

IN WITNESS WHEREOF, all parties have executed and delivered this Amendment as of the date first written above.

INTERNATIONAL MUREX
TECHNOLOGIES CORPORATION

By: /s/ C. Robert Cusick

Name: C. Robert Cusick
Title: President

THE BANK OF NEW YORK,
as Rights Agent

By:

Name:

Title:
