



State of North Carolina

Department of Justice

ROY COOPER
ATTORNEY GENERAL

P. O. Box 629
RALEIGH
27602-0629

REPLY TO:

Grayson G. Kelley
Special Litigation
(919) 716-6900
(919) 716-6763

FAX:

June 10, 2002

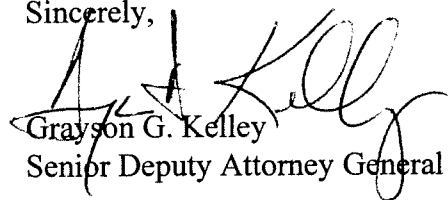
Lori Greenstein
Senior Vice President for Corporate
Administration & Chief Financial Officer
Post Office Box 13547
Research Triangle Park, North Carolina 27709-3547

Re: Profit Sharing Agreement Between the State of North Carolina and the North
Carolina Biotechnology Center

Dear Lori:

Enclosed is a signed original of the agreement. By copy of this letter, we are also forwarding
a copy of the document to Al Adams.

Sincerely,


Grayson G. Kelley
Senior Deputy Attorney General

GGK/fa

Enclosure

cc: Al Adams



**North
Carolina
Biotechnology
Center**

15 T.W. Alexander Drive

Post Office Box 13547

Research Triangle Park

North Carolina 27709-3547

USA



919-541-9366



main fax 919-549-9710

June 6, 2002

Mr. Grayson G. Kelley
Senior Deputy Attorney General
North Carolina Department of Justice
Post Office Box 629
Raleigh, NC 27602-0629

Dear Mr. Kelley:

Enclosed is an original *Profit Sharing Agreement Between the State of North Carolina and the North Carolina Biotechnology Center* including two original signature pages. With approval from the Executive Committee of our Board of Directors, I have executed the Agreement on behalf of the Center. Once you have also executed this Agreement, please return one signed original to me for our official records.

Also, Mr. Al Adams has been added to the section regarding Notices. He is to receive copies of any notices sent to the Center that pertain to this Agreement.

Thank you for your assistance during this process. I think that we ultimately produced an agreement with which all parties are satisfied.

Sincerely,

Lori Lynn Greenstein
Senior Vice President for Corporate Administration
& Chief Financial Officer

cc: Mr. Al Adams

Enclosures



**North
Carolina
Biotechnology
Center**

15 T.W. Alexander Drive

Post Office Box 13547

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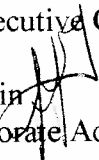
USA

919-541-9366

main fax 919-549-9710

May 17, 2002

TO: Members of the Executive Committee

FROM: Lori Lynn Greenstein 
Senior VP for Corporate Administration & Chief Financial Officer

SUBJECT: Profit-Sharing Agreement with the State

Following is the final version of the Profit-Sharing Agreement between the State of North Carolina and the North Carolina Biotechnology Center as required by the 2001 General Assembly. With the assistance of Al Adams, Dr. Hamner and I worked with the Attorney General's staff to craft this Agreement. Upon your approval, I will sign and execute the Agreement on behalf of the Center.

The essence of this Agreement is that the Center and State will share 50% of net profits above \$150,000 on an investment-by-investment basis from the use of state funds. Interest earnings on loans made by the Center and on commercial paper (or similar investment instruments) are not covered by this Agreement. If the unrealized gains on any freely tradable security exceed \$150,000, the Center would be expected to sell such security and remit the appropriate amount to the State.

In the past, the Center has had two investments that meet the criteria outlined above – a loan conversion to stock for Trimeris and distributions related to the Center's investment in Intersouth Partners IV. Since this Agreement is not retroactive to prior fiscal years, the Center has no obligation to the State regarding these investments.

If you have any questions regarding this Agreement, please let me know.



State of North Carolina

ROY COOPER
ATTORNEY GENERAL

Department of Justice
P. O. Box 629
RALEIGH
27602-0629

REPLY TO:

Grayson G. Kelley
Special Litigation
(919) 716-6900
(919) 716-6763

FAX:

May 13, 2002

J. Allen Adams
Parker Poe Adams & Bernstein, LLP
First Union Capitol Center
150 Fayetteville Street Mall
Suite 1400
Raleigh, North Carolina 27602

Re: Profit Sharing Agreement Between the State of North Carolina and the North
Carolina Biotechnology Center

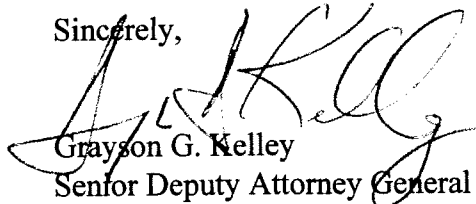
Dear Al:

Attached for execution are two originals of the Profit-Sharing Agreement which I have executed on behalf of the Attorney General. If your client is satisfied with the form of the agreement please return to me an executed original for distribution of copies to interested parties.

As always, its been a pleasure to work with you on this matter. The cooperation by Dr. Hamner and Ms. Greenstein was greatly appreciated.

Please call me if you have questions.

Sincerely,


Grayson G. Kelley
Senior Deputy Attorney General

GGK/fa

Enclosure

PROFIT-SHARING AGREEMENT

THIS PROFIT-SHARING AGREEMENT (the "**Agreement**") is made and entered into as of the 10th day of June, 2002 (the "**Effective Date**"), by and between North Carolina Biotechnology Center, a North Carolina nonprofit corporation (the "**NCBC**"), and the State of North Carolina (the "**State**").

Background Statements

A. Pursuant to Section 20.8(a) of State of North Carolina Session Law 2001-424 (the "**Session Law**"), the parties entered into a Memorandum of Understanding for the purpose of indicating NCBC's intent to negotiate in good faith with representatives of the Office of the Attorney General of the State regarding how NCBC and the State might share profits generated by the State's investments in NCBC's private equity activity.

B. NCBC desires to continue its partnership with the State, pursuant to which NCBC serves as an instrument of the State's public policy for the purpose of providing long-term economic benefit through support of biotechnology research, development and commercialization.

C. NCBC desires to share with the State the profits from NCBC's successful private equity investments.

D. This Agreement provides a mechanism for the sharing with the State of NCBC's profits from successful private equity investments.

E. The parties desire to enter into this Agreement to effectuate the provisions of the Memorandum of Understanding and the Session Law.

Agreement

In consideration of the premises, the mutual covenants set forth herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. **Definitions.** As used herein, capitalized terms shall have the meanings set forth below:

“**Affiliate**” shall mean, with respect to a Person, any Persons directly or indirectly controlling, controlled by, or under common control with, such other Person. For purposes hereof, the term “**controlled**” (including the terms “**controlled by**” and “**under common control with**”), as used with respect to any Person, shall mean the ability or power to direct or cause the direction of management policies of such Person or otherwise direct the affairs of such Person, through actual or beneficial ownership of a majority of the outstanding voting interests of such Person.

“**Agreement**” shall have the meaning given such term in the preamble and background statements.

“**Annual Financial Statements**” shall have the meaning given such term in Section 3.c.

“**Deemed Gain**” shall mean a Gain that is deemed to occur on an in-kind distribution to NCBC or an Affiliate of NCBC of Securities attributable to a Qualifying Investment, with the amount of the Deemed Gain being determined as if NCBC or such Affiliate of NCBC had sold such Securities for their fair market value on the date of the distribution, net of any liabilities secured by such distributed Securities that the distributee is considered to assume or take subject to.

“**Distributable Profits**” shall have the meaning given such term in Section 2.a.

“**Distributable Profits Notice**” shall have the meaning given such term in Section 3.b.

“**Effective Date**” shall have the meaning given such term in the preamble.

“**Fiscal Year**” shall mean each one-year period commencing on July 1 and concluding on June 30.

“Freely Tradable Security” shall mean a Security where (a) all of NCBC’s or an Affiliate of NCBC’s holding of such Security can be sold by NCBC or an Affiliate of NCBC to the general public and such sale can be effected pursuant to Rule 144 of the Securities Act without the necessity of any federal or state government registration or consent (other than any notice filings of the type required pursuant to Rule 144(h)); (b) such Securities are traded in a Public Securities Market and market quotations are readily available for such Securities, including quotations available from market makers or specialists and quotations otherwise listed in the “pink sheets”; and (c) with respect to in-kind distributions of Securities, such Securities may be resold by distributees not constituting Affiliates of the issuer thereof without restriction as to volume or otherwise under the Securities Act.

“GAAP” shall mean generally accepted accounting principles as promulgated from time to time by the Financial Accounting Standards Board with respect to not for profit business or the Government Accounting Standards Board should the State Controller, at some future date, determine that NCBC is a component unit of the state for purposes of the State’s Comprehensive Annual Financial Report.

“Gains” shall mean the sum of (a) any gain attributable to the sale or exchange by NCBC or an Affiliate of NCBC of Securities attributable to Qualifying Investments, (b) any Deemed Gain on a distribution in kind by NCBC or an Affiliate of NCBC of Securities attributable to Qualifying Investments, and (c) any Unrealized Gain of NCBC. In the event a Qualifying Investment is made partially with State Funds and otherwise not with State Funds, the Gains attributable to such Qualifying Investment shall be prorated based upon the relative proportion of the Qualifying Investment made with State Funds. In determining the amount of Gains, an item of gain that may be included in more than one category of (a), (b), or (c) above shall be included in only one such category.

“Income” shall mean dividend, interest, loan or other income realized by NCBC or an Affiliate of NCBC that is attributable to a Qualifying Investment. In the event a Qualifying Investment is made partially with State Funds and otherwise not with State Funds, the Income attributable to such Qualifying Investment shall be prorated based upon the relative proportion of the Qualifying Investment made with State Funds.

“Memorandum of Understanding” shall have the meaning given such term in the preambles.

“Net Profits” shall mean the amount of Income or Gains, minus brokerage fees and other reasonable transaction costs, on an investment-by-investment basis from the use of State funds.

“NCBC” shall have the meaning given such term in the preambles.

“Party” shall mean either NCBC, the State, or both.

"Payment[s]" shall mean [a] payment[s] to the State by NCBC pursuant to Section 2 of this Agreement.

"Person" means a natural person, a corporation, a partnership, a trust, a joint venture, a limited liability company, any governmental authority or any other entity or organization.

"Public Securities Market" shall mean any United States national or regional securities exchange, including but not limited to the New York Stock Exchange, the American Stock Exchange, regional United States exchanges and the International Stock Exchange of the United Kingdom and the Republic of Ireland, and any recognized automated quotation system, listing service or other form of securities exchange or trading forum, including but not limited to the automated quotation system and listing services maintained by the National Association of Securities Dealers, Inc.; and the phrase **"traded in a Public Securities Market"** means publicly traded on or through any such exchange, system, listing or forum.

"Qualifying Investment" shall mean each investment made on or after July 1, 1997 by NCBC or an Affiliate of NCBC in the debt or equity Securities of an operating business entity, venture capital fund or person which is not an Affiliate of NCBC, to the extent made with State Funds which results in gains or income after July 1, 2001.

"Quarterly Reports" shall have the meaning given such term in Section 3.d.

"Rule 144" shall mean Rule 144 promulgated by the United States Securities and Exchange Commission under the Securities Act.

"Securities Act" shall mean the Securities Act of 1933, as amended from time to time, or any successor statute thereto.

"Security" shall mean all rights and instruments defined as such in Section 2(1) of the Securities Act.

"Session Law" shall have the meaning given such term in the preambles.

"State" shall have the meaning given such term in the preambles.

"State Funds" shall mean (a) cash funds appropriated by the State of North Carolina to NCBC, or to an agency of the State of North Carolina for distribution to NCBC, to the extent actually distributed to NCBC, for the period beginning on or after July 1, 1997, plus (b) Income and Gains earned or distributed on or after July 1, 1997.

"Unrealized Gain" shall mean, with respect to any Freely Tradable Securities held by NCBC or its Affiliates which are attributable to Qualifying Investments, the difference between (a) the fair market value of such securities, determined as of the conclusion of any fiscal quarter of NCBC or its Affiliates or at such other time as the

State may determine that Distributable Profits have been realized, and (b) the direct or acquisition cost basis to NCBC or its Affiliates of such securities.

2. Sharing of Distributable Profits.

a. Amount of Payments. NCBC shall pay to the State the applicable amount of Net Profits on a Qualifying Investment by Qualifying Investment basis as set forth in the table below ("**Distributable Profits**"):

Net Profits	Applicable Amount
\$150,000 or less.	0% of Net Profits.
Greater than \$150,000.	50% of Net Profits greater than \$150,000

b. Payee and Character of Payments. All Payments shall be made to the Office of the North Carolina State Treasurer and shall be (i) in cash, or (ii) in the case of Payments attributable to Deemed Gains or Unrealized Gains, in the Securities or other property received or held by NCBC or its Affiliates with respect to Qualifying Investments that resulted in such Deemed Gains or Unrealized Gains. Any in-kind Payment shall be valued at its fair market value as of the date the Distributable Profit is realized.

c. Timing of Payments. All Payments required to be made to the State hereunder by reason of the realization by NCBC or an Affiliate of NCBC of Distributable Profits shall be made to the State within thirty (30) days following the realization by NCBC or an Affiliate of NCBC of such Distributable Profits.

3. Records and Reports.

a. Maintenance of Records. NCBC shall maintain, and shall cause each of its Affiliates to maintain, adequate records and books of account in which complete entries will be made in accordance with GAAP, reflecting all financial transactions of NCBC and its Affiliates.

b. Notices of Distributable Profits. Within twenty (20) days of the realization by NCBC or an Affiliate of NCBC of any Distributable Profits, NCBC shall provide written notice thereof to the Joint Legislative Commission on Governmental Operations of the North Carolina General Assembly, the Fiscal Research Division of the North Carolina General Assembly, and the Office of the North Carolina State Treasurer (the "**Distributable Profits Notice**").

c. Annual Financial Statements. As soon as practicable after the end of each Fiscal Year, and in any event within ninety (90) days thereafter, NCBC shall deliver to the State annual financial statements of NCBC for such Fiscal Year (the "**Annual Financial Statements**"), consisting of audited consolidated and consolidating statements of financial position sheets of NCBC and its Affiliates, if any, as at the end of such Fiscal

Year, and audited consolidated and consolidating statements of activities and changes in net assets, and cash flows of NCBC and its Affiliates, if any, for such Fiscal Year, prepared in accordance with GAAP and setting forth in each case in comparative form the figures for the previous Fiscal Year, if any, all in reasonable detail and accompanied by: (i) a report and opinion thereon by independent certified public accountants of national reputation; i.e., a "Big Five" firm or a state or regional firm of equivalent reputation, and (ii) a copy of such accountants' management letter prepared in connection therewith, if any (as soon as such letter is available, which may be greater than the aforesaid ninety (90)-day period).

d. Quarterly Reports. As soon as practicable after the end of each fiscal quarter, and in any event within thirty (30) days thereafter, NCBC shall deliver to the State quarterly reports (the "**Quarterly Reports**") consisting of the unaudited statement of financial position, activities and changes in net assets, and cash flows of NCBC and its Affiliates, if any, for such fiscal quarter and the Fiscal Year to date, as well as a statement of any Qualifying Investments made during such quarter. Such unaudited reports shall be in reasonable detail, prepared in accordance with GAAP, and certified by the principal financial or accounting officer of NCBC.

e. The State shall have the right of audit oversight as set forth in N.C.G.S. § 143-6.1.

4. Fair Market Value. In any instance under this Agreement where it is necessary to determine the fair market value of a Security, the fair market value of any Security which is a Freely Tradable Security shall be determined as of the close of trading on the date which the value is being determined by taking the average of the last reported trade price of such Security on each of the preceding five (5) trading dates on the exchange where it is primarily traded or, if such Security is not traded on an exchange, such Security shall be valued by taking the average of the last reported sale price on each of the preceding five (5) trading dates on the NASDAQ National Stock Market, or, if such Security is not reported on the NASDAQ National Stock Market, such Security shall be valued by taking the average of the reported closing bid price (or average of bid prices) last quoted on each of the preceding five (5) trading dates as reported by an established quotation service for over-the-counter securities. The determination of the fair market value of all other property shall be based upon all relevant factors, including, without limitation, such of the following factors as may be relevant: current financial position and current and historical operating results of the issuer; sales prices of recent public or private transactions in the same or similar securities, including transactions on any securities exchange on which such Securities are listed or in the over-the-counter market; general level of interest rates; recent trading volume of the Security; restrictions on transfer, including the right, if any, to require registration of its securities by the issuer under the securities laws; significant recent events affecting the issuer, including pending mergers and acquisitions; the price paid to acquire the asset; the percentage of the issuer's outstanding securities owned; and all other factors affecting value.

5. Notices. Any notice provided or permitted to be given under this Agreement, including the Distributable Profits Notice, must be in writing, shall be given when actually received if transmitted by hand delivery, and shall be deemed given three (3) days after deposit or transmittal if deposited in the United States mail (which must be postage prepaid and registered or certified, with a return receipt requested) or if transmitted by Federal Express (with provision made for the fees thereof), and in the case of either method addressed as follows:

a. If to NCBC, to:

Ms. Lori Greenstein
Senior Vice President
15 T.W. Alexander Dr.
Research Triangle Park, N.C. 27709

with a copy to: Mr. J. Allen Adams
Parker, Poe, Adams & Bernstein, LLP
150 Fayetteville Street Mall, Suite 1400
Raleigh, NC 27602

b. If to the State, to:

Office of State Treasurer
Attn: Richard H. Moore
325 N. Salisbury Street
Raleigh, NC 27603-1385

N.C. General Assembly
Fiscal Research Division
Attn: James Johnson
300 N. Salisbury Street
Raleigh, NC 27603

State of North Carolina
Department of Justice
Attn.: Grayson G. Kelley
Post Office Box 629
Raleigh, North Carolina 27602

N.C. General Assembly
Joint Legislative Commission
On Governmental Operations
Attn: The Honorable Marc Basnight
President Protempore of the
Senate
The Honorable James Black
Speaker of the House of
Representatives
16 West Jones Street
Raleigh, NC 27601

A party may change its address for notice by giving notice thereof in the manner hereinabove provided.

6. Waiver. Any term or condition of this Agreement may be waived at any time by the party which is entitled to the benefit thereof, but only if such waiver is evidenced by a writing signed by such party. No failure on the part of a party hereto to exercise any right, power or remedy shall preclude any other or further exercise thereof or the exercise of any other right, power or remedy. No waiver by any party hereto to any breach of or default in any term or condition of this Agreement shall constitute a waiver of or assent to any succeeding breach or default in the same or any other term or condition hereof.

7. Severability. If any provision of this Agreement or the application thereof to any person or circumstances shall be determined by a court of competent jurisdiction to be invalid or unenforceable to any extent, the remainder of this Agreement or any such provision and the application of such provisions to other persons or circumstances shall not be affected thereby and shall be enforced to the greatest extent permitted by law.

8. Governing Law. This Agreement and the rights and obligations of the respective parties hereunder shall be governed by and interpreted and enforced in accordance with the laws of the State of North Carolina, excluding the conflicts of laws provisions thereof.

9. Headings. All headings herein are inserted for convenience and ease of reference only and are not to be considered in the construction or interpretation of any provision of this agreement.

10. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same Agreement.


11. Complete Agreement. This Agreement constitutes the complete and exclusive statement of the agreement between the parties with respect to the subject matter hereof, and replaces and supersedes all prior agreements by and among the parties or any of them with respect thereto including without limitation the Memorandum of Understanding. This Agreement supersedes all prior written and oral statements and no representation, statement or condition or warranty not contained in this Agreement shall be binding on the parties or have any force or effect whatsoever.

12. Amendment. This Agreement may not be amended, altered or modified except by an instrument in writing signed by the parties hereto.

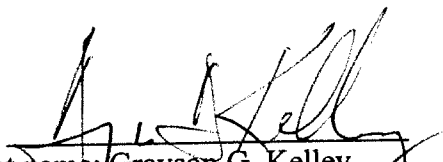
13. Binding Effect. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their permitted successors and assigns.

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

NORTH CAROLINA
BIOTECHNOLOGY CENTER

By: 
Print name: Lori Lynn Greenstein
Title: Sr. VP for Corporate Administration &
Chief Financial Officer

STATE OF NORTH CAROLINA

By: 
Print name: Grayson G. Kelley
Title: Senior Deputy Attorney General

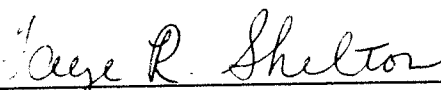
STATE OF NORTH CAROLINA

COUNTY OF Durham

I, a Notary Public of the County and State aforesaid, certify that Lori Lynn Greenstein personally came before me this day and acknowledged that (s)he is Sr. VP & CFO of North Carolina Biotechnology Center, a corporation, and that (s)he, as, Sr. VP & CFO, being authorized to do so, executed the foregoing on behalf of the corporation.

Witness my hand and official stamp or seal, this the 6th day of June, 2002.

(SEAL)

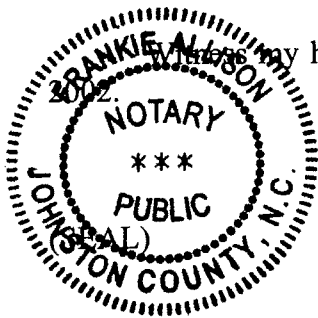

Notary Public
Faye R. Shelton

Commission Expires: 02-16-03

STATE OF NORTH CAROLINA

COUNTY OF Johnston

I, a Notary Public of the County and State aforesaid, certify that Grayson G. Kelley personally came before me this day and acknowledged that he is Senior Deputy Attorney General of the State of North Carolina, and that he, as Senior Deputy Attorney General, being authorized to do so, executed the foregoing on behalf of the State of North Carolina.



Witness my hand and official stamp or seal, this the 10th day of June.

Frankie Allison
Notary Public

My Commission Expires:

June 21, 2004



State of North Carolina

Roy Cooper
Attorney General

October 24, 2001

Dr. Charles E. Hamner
President and CEO
NC Biotechnology Center
PO Box 13547
RTP, NC 27709-3547

Dear Dr. Hamner:

Please find enclosed a Memorandum of Understanding between the Center and the Attorney General's Office. If you have any questions, please feel free to contact me at 716-0042.

Very truly yours,

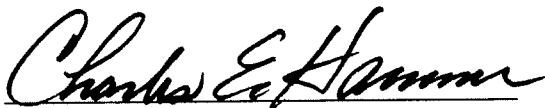
A handwritten signature in cursive script that reads "Julia White".

Julia White
Chief of Staff

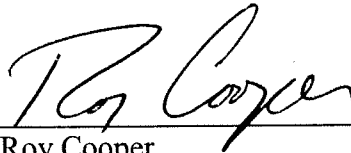
Memorandum of Understanding Between The North Carolina Biotechnology Center and its subsidiaries and the Attorney General's Office

In accordance with Section 20.8(a) of Senate Bill 1005 the North Carolina Biotechnology Center ("Center") and its subsidiaries enter into the following memorandum of understanding with the North Carolina General's Office in which the "Center" commits to:

- (1) Work with the Attorney General's Office to craft a legal agreement that specifies the manner in which any profits received by the Center or its subsidiaries, the NC Bioscience Ventures, LLC or the NC Genomics and Bioinformatics Consortium, LLC, from investments made with State funds shall be shared with the State;
- (2) Negotiate the terms of the legal agreement in good faith;
- (3) Submit the proposed legal agreement to the Joint Legislative Commission on Governmental Operations for review by January 15, 2002; and
- (4) Execute the legal agreement no later than 30 days after it is presented to the Joint Legislative Commission on Governmental Operations.

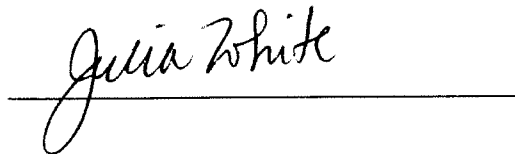


Charles E. Hamner, DVM, Ph.D.
President and CEO
North Carolina Biotechnology Center



Roy Cooper
Attorney General
State of North Carolina

In the presence of:





**North
Carolina
Biotechnology
Center**

15 T.W. Alexander Drive

Post Office Box 13547

Research Triangle Park

North Carolina 27709-3547

USA



919-541-9366



main fax 919-549-9710

September 13, 2001

The Honorable Attorney General Roy Cooper
North Carolina Department of Justice
Post Office Box 629
Raleigh, NC 27602-0629

Dear Attorney General Cooper:

In accordance with the Special Provisions associated with the appropriation of funds to the North Carolina Biotechnology Center by the 2001 Session of the General Assembly, enclosed are three signed originals of a Memorandum of Understanding (MOU) between the Center and the Attorney General's Office committing to craft an appropriate agreement regarding the distribution of profits from investments made with State funds. This agreement is to be completed by January 15, 2002.

Please sign the enclosed MOUs; keep one copy for your records and return the other two copies to the Center in the enclosed envelope. We would like to arrange a meeting with your office as soon as possible to discuss and draft this agreement. Please contact Ms. Lori Greenstein, Senior Vice President for Corporate Administration and Chief Financial Officer, at (919) 541-9366 to schedule this meeting.

Sincerely,

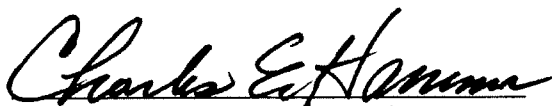
Charles E. Hamner, DVM, Ph.D.
President and CEO

enclosures

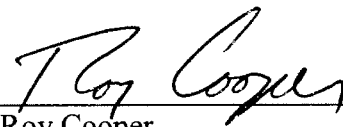
**Memorandum of Understanding Between
The North Carolina Biotechnology Center and its subsidiaries
and the Attorney General's Office**

In accordance with Section 20.8(a) of Senate Bill 1005 the North Carolina Biotechnology Center ("Center") and its subsidiaries enter into the following memorandum of understanding with the North Carolina General's Office in which the "Center" commits to:

- (1) Work with the Attorney General's Office to craft a legal agreement that specifies the manner in which any profits received by the Center or its subsidiaries, the NC Bioscience Ventures, LLC or the NC Genomics and Bioinformatics Consortium, LLC, from investments made with State funds shall be shared with the State;
- (2) Negotiate the terms of the legal agreement in good faith;
- (3) Submit the proposed legal agreement to the Joint Legislative Commission on Governmental Operations for review by January 15, 2002; and
- (4) Execute the legal agreement no later than 30 days after it is presented to the Joint Legislative Commission on Governmental Operations.



Charles E. Hamner, DVM, Ph.D.
President and CEO
North Carolina Biotechnology Center



Roy Cooper
Attorney General
State of North Carolina

In the presence of:

