

55566666

STOCK PURCHASE AGREEMENT

This Stock Purchase Agreement ("Agreement") is entered into and is effective as of this 3rd day of November, 2006 by and between NextGen Group PLC ("Nextgen" or "NGG"), a public limited company formed under the laws of England and Wales; Proteomic Research Services, Inc. ("PRS"), a Michigan corporation, and Genomic Solutions, Inc. ("Shareholder" or "GSI"), a Delaware corporation. Nextgen, PRS, and the Shareholder are collectively referred to as the "Parties" and individually as a "Party."

Background

A. PRS is a Michigan corporation and is engaged in the business of acting as a contract research organization and protein analytical laboratory ("Business"), at 4401 Varsity Drive, Suite E, Ann Arbor, Michigan 48108 ("Premises"). Nextgen is a United Kingdom corporation.

B. Shareholder owns 1,990 shares of PRS's issued and outstanding 10,000 shares of common stock (the "Stock"). Three other shareholders own the remaining 8,010 shares of common stock of PRS. The number of shares held by each shareholder of PRS is set forth in the following table:

Name of Shareholder	Pre-GSI Acquisition Ownership	Post-GSI Acquisition Ownership
Michael R. Pisano	3,755 shares	3,755 shares
Beth L. Allen	3,755 shares	3,755 shares
Ricky D. Edmondson	500 shares	500 shares
Genomic Solutions, Inc.	1,990 shares	0 shares
Total	10,000 shares	8,010 shares

C. Nextgen desires to purchase from Shareholder, and Shareholder desires to sell to Nextgen, all of its right, title, and interest in and to the Stock on the terms of and subject to the conditions of this Agreement.

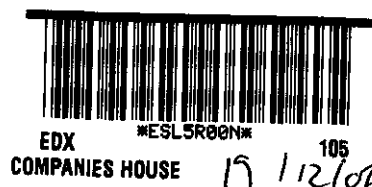
D. GSI and PRS periodically executed promissory notes with approximately \$904,000 of debt still outstanding which are evidenced by the instruments attached to this Agreement under Schedule 2.1 ("PRS Debt"). PRS also granted GSI a security interest on all of its assets to secure the PRS Debt. As part of this Agreement, Nextgen is purchasing the rights held by GSI with respect to the PRS Debt along with the Stock.

E. On April 19, 2006, GSI and PRS executed an asset purchase agreement which is attached under Schedule 3.5 ("2006 Asset Agreement").

F. As a condition to Nextgen's willingness to purchase the Stock from Shareholder, Nextgen is also concurrently negotiating and entering into a separate agreement with the three other shareholders for acquisition of the remaining 8,010 shares of PRS Stock.

THEREFORE, in consideration of the mutual covenants and agreements, and other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the Parties agree as follows:

Page 1 of 10



WE CERTIFY THAT THIS IS A
TRUE COPY OF THE ORIGINAL

MILLS
&
REEVE
Francis House
112 Hills Road
CAMBRIDGE
CB2 1PH

Signed *Nills Reeve*
(Ref BM)
14 December 2006

1. Agreement of Purchase and Sale of the Stock. On the terms and subject to the conditions set forth in this Agreement, Shareholder agrees to sell and deliver to Nextgen on the Closing Date the Stock, free from all Encumbrances (as defined in Section 8.1), and Nextgen agrees to purchase the Stock from Shareholder.
2. Purchase Price for Stock.
 - 2.1. Purchase Price. The purchase price Nextgen will pay to Shareholder for the Stock (the "Purchase Price") is as follows:
 - 2.1.1. Step One: At Closing, GSI shall assign and transfer the PRS Debt to Nextgen which is evidenced by the instruments attached to this Agreement under Schedule 2.1.
 - 2.1.2. Step Two: GSI shall convey and transfer all 1,990 shares of Stock to Nextgen.
 - 2.1.3. Step Three: Nextgen shall transfer One Hundred Two Thousand Dollars (\$102,000.00) in cash to the Shareholder in consideration of Step One.
 - 2.1.4. Step Four: Nextgen shall transfer Ninety Eight Thousand Dollars (\$98,000.00) in cash to the Shareholder in consideration of Step Two.
 - 2.2. Payment of Purchase Price. The payment under Section 2.1 shall be made by Nextgen on the Closing Date to Shareholder, against receipt of the certificates for the Stock endorsed for transfer or accompanied by executed assignments separate from the certificates. In the interest of administrative convenience, Nextgen may transfer both payments under Section 2.1 in one aggregate transfer.
3. Transfer of All PRS Debts.
 - 3.1. Transfer of All Debt. Except as stated in Section 3.5, as part of the consideration under this Agreement, GSI agrees to transfer its rights to any and all debt of PRS in which GSI is a creditor, including but not limited to the PRS Debt.
 - 3.2. Consent of PRS to Transfer. Except as stated in Section 3.5, PRS expressly consents to the transfer of all debt of PRS in which GSI is a creditor, including but not limited to the PRS Debt.
 - 3.3. Release of All Liens. Except as stated in Section 3.5, GSI also agrees to release any and all liens, mortgages, or security interests relating to PRS. A copy of the current security agreement between GSI and PRS is attached to this Agreement under Schedule 3. Except as stated in Section 3.5, GSI grants Nextgen the express authority to file any documents, including but not limited to UCC termination statements to remove any liens, mortgages, or security interests.
 - 3.4. Waiver of Default by PRS. GSI agrees to waive any noncompliance or default of PRS under the documents relating to the PRS Debt.
 - 3.5. Asset Purchase Agreement. Notwithstanding anything to the contrary contained in this Agreement, the execution, delivery, and performance of this Agreement by the Parties shall not, in any way, affect, modify, or alter the obligations of GSI or PRS under the 2006 Asset Agreement attached under Schedule 3.5.
4. Access to Nextgen. From July 27, 2006 through the Closing, PRS permitted Nextgen and its representatives to make a full business, financial, accounting, and legal investigation of PRS. PRS shall take all reasonable steps necessary to cooperate with Nextgen in conducting this investigation. No such investigation by Nextgen or its representatives or any knowledge obtained shall affect the representations and warranties of Shareholder or Nextgen's reliance on them.

5. Conditions to Nextgen's Obligations. Nextgen's obligation to consummate the transactions contemplated by this Agreement is subject to the fulfillment (or waiver by Nextgen) of each of the following conditions:
- 5.1. Accuracy of Representations and Warranties. The representations and warranties of the Shareholder contained in this Agreement shall be true and correct on the date of this Agreement and as of the Closing.
 - 5.2. Performance of Covenants. The Shareholder shall have in all respects performed and complied with all covenants, agreements, and conditions that this Agreement requires.
 - 5.3. Stock Certificates. Shareholder shall deliver to Nextgen certificates representing all of the Stock registered in the name of the Shareholder. The certificates shall be endorsed in blank or with accompanying signed assignments, and in either case with signatures guaranteed by a national banking association. Shareholder shall also deliver to Nextgen such other instruments or documents that shall, in the reasonable opinion of Nextgen's counsel, be reasonably required to vest good title in Nextgen to the Stock free from all Encumbrances.
 - 5.4. Consents. The Shareholder shall obtain in writing all consents necessary to consummate or facilitate consummation of Shareholder's obligations under this Agreement. The consents shall be delivered to Nextgen before Closing and shall be reasonably acceptable to Nextgen in form and substance.
 - 5.5. Other Documents and Instruments. Nextgen shall have received any other documents and instruments as it may reasonably request in connection with the transactions contemplated by this Agreement.
 - 5.6. Execution of Other Shareholder Documents. Documents shall be executed between Nextgen and the other three shareholders of PRS which transfer 100% of the equity interest of PRS to Nextgen. If any other shareholder does not transfer its entire interest to Nextgen, then Nextgen, in its sole discretion, may choose to not purchase the Stock of the Shareholder under this Agreement. Nextgen agrees to negotiate with the other shareholders of PRS in good faith, but is under no obligation to enter into any definitive agreement with the other shareholders of PRS. If the sale of the remaining equity interests of PRS to Nextgen are not completed by December 31, 2006, GSI shall have the right to terminate this Agreement and shall have no further obligations to Nextgen hereunder.
6. Conditions to Shareholder's Obligations. Shareholder's obligations to consummate the transactions contemplated by this Agreement are subject to the fulfillment (or waiver by Shareholders) of each of the following conditions:
- 6.1. Accuracy of Representations and Warranties. Nextgen's representations and warranties contained in this Agreement shall be true and correct on the date of this Agreement and at and as of the Closing.
 - 6.2. Performance of Covenants. Nextgen shall have in all respects performed and complied with all covenants, agreements, and conditions required by this Agreement that must be performed or complied with before or at the Closing.
7. Closing Matters.
- 7.1. Closing. The closing of the transactions contemplated in this Agreement ("Closing") shall take place at the offices of GSI, PRS, and Nextgen, as applicable, at 9:00 a.m. on the 3rd day of November, 2006 or at another place and/or on another date that the parties agree on ("Closing Date"). The Parties contemplate that one or more Parties may participate remotely via telephone conferencing and/or other technology. All transactions and all documents executed and delivered at the Closing shall be deemed to have occurred

simultaneously, and no transaction shall be deemed to have occurred and no document shall be deemed to have been executed or delivered unless all transactions have occurred and all documents have been executed and delivered. For the purposes of this Agreement, the term Business Day means a day other than a Saturday or Sunday on which banks are generally open for business in Michigan.

- 7.2. Further Assurances. From time to time after the Closing Date, Shareholder shall, at the request of Nextgen, execute and deliver additional conveyances, transfers, documents, instruments, assignments, applications, certifications, papers, and other assurances that Nextgen requests as reasonably necessary or desirable to effectively carry out this Agreement's intent and to transfer the Stock to Nextgen.
8. Shareholder's Representations and Warranties. The Shareholder represents and warrants to Nextgen as follows as of the Closing Date, and acknowledges and confirms, that Nextgen is relying on these representations and warranties in entering into this Agreement:
- 8.1. Stock. Shareholder is the lawful owner of the Stock, free from all pledges, liens, security interests, encumbrances, mortgages, adverse claims, charges, options, equity interests, proxies, voting agreements or trusts, leases, tenancies, easements, or other interests ("Encumbrances"). On delivery to Nextgen at the Closing of the Stock, endorsed for transfer, Nextgen will be the owner of the Stock, free from all Encumbrances.
- 8.2. Authorization. The Shareholder has the requisite corporate power and authority to execute, deliver, and perform this Agreement to and to consummate the transactions contemplated hereby. Shareholder has duly executed and delivered this Agreement. This Agreement is, when executed and delivered by the Parties, will be, a legal, valid, and binding obligation of the Shareholder, enforceable against the Shareholder in accordance with its terms, except as such enforcement may be limited by bankruptcy, insolvency, moratorium, or similar laws relating to the enforcement of creditors' rights and by general principles of equity (regardless of whether such enforceability is considered in a proceeding at law or in equity).
- 8.3. Taxes.
- 8.3.1. For the purposes of this Agreement, Tax or Taxes shall mean all federal, state, county, local, foreign, and other taxes (including, without limitation, income taxes; premium taxes; single-business taxes; excise taxes; sales taxes; use taxes; value-added taxes; gross receipts taxes; franchise taxes; ad valorem taxes; real estate taxes; severance taxes; capital levy taxes; transfer taxes; stamp taxes; employment, unemployment, and payroll-related taxes; withholding taxes; and governmental charges and assessments), and include interest, additions to tax, and any penalties.
- 8.3.2. Nextgen is not required to withhold any Taxes on any payments under this Agreement including, without limitation, any withholding pursuant to IRC 3406 or Chapter 3 of the Code. Both PRS and Shareholder are classified as a United States person (as defined in IRC 7701(a)(30)).
- 8.4. No Brokers. Shareholder has not engaged, nor is responsible for any payment to, any finder, broker, or consultant in connection with the transactions contemplated by this Agreement.
9. Nextgen's Representations and Warranties. Nextgen represents and warrants to Shareholder as of the date of the Closing that:
- 9.1. Organization and Standing. Nextgen is a public limited company organized and validly existing under the laws of the laws of England and Wales, and Nextgen has all the

requisite power and authority to own its properties and to conduct its business as it is now being conducted.

- 9.2. Authorization. Nextgen has taken all necessary action (a) to approve the execution, delivery, and performance of this Agreement and each of the related agreements and (b) to consummate the transactions contemplated under these agreements. Nextgen has duly executed and delivered this Agreement. This Agreement is, and each of the related agreements when executed by the parties will be, the legal, valid, and binding obligations of Nextgen, enforceable against Nextgen in accordance with their respective terms, except as such enforcement may be limited by bankruptcy, insolvency, moratorium, or similar laws relating to the enforcement of creditors' rights and by general principles of equity (regardless of whether such enforceability is considered in a proceeding at law or in equity).
- 9.3. Investment Intent. Nextgen is acquiring the Stock for its own account, for investment, and without any present intention to resell the Stock. Nextgen acknowledges and agrees that the Stock have not and will not be registered under the Securities Act of 1933, as amended, or the Michigan Uniform Securities Act, as amended, and Nextgen will not resell the Stock unless they are so registered or unless an exemption from registration is available. Nextgen consents to the imposition of a legend to this effect on the certificates for the Stock and to a notation to this effect in the appropriate records of PRS.

10. Indemnification.

- 10.1. Indemnification by Shareholder. Shareholder shall pay, reimburse, indemnify, and hold harmless Nextgen and its respective directors, officers, shareholders, successors, and permitted assigns from and against any and all claims, suits, actions, assessments, losses, liabilities, fines, penalties, damages (excluding any consequential, indirect, and punitive damages), costs, and expenses (including reasonable legal fees) ("Losses"), and including any Losses that arise in the absence of a third-party claim, in connection with or resulting from any inaccuracy in any representation or breach of any warranty of the Shareholder contained in this Agreement (whether at the date of this Agreement or the Closing Date).
- 10.2. Waiver of Claims Against PRS. Except as stated in Section 3.5, the Shareholder irrevocably waives and agrees that Shareholder will make no claim against PRS of any kind or character, whether by way of subrogation, indemnity, contribution, breach of contract, or any other theory relating to or arising out of Shareholder's ownership of the Stock or as creditor with respect to the PRS Debt, and the Shareholder irrevocably releases and discharges PRS from any such claim; provided however, that the waiver and release contained in this Section 10.2 shall not include a waiver of release of any claims under the 2006 Asset Agreement.
- 10.3. Indemnification by Nextgen. Nextgen shall pay, reimburse, indemnify, and hold harmless Shareholder and its directors, officers, shareholders, successors, and permitted assigns from and against any and all Losses, and including any Losses that arise in the absence of a third-party claim, in connection with or resulting from:
- 10.3.1. Any inaccuracy in any representation or breach of any warranty of Nextgen contained in this Agreement (whether made at the date of this Agreement or the Closing Date).
- 10.3.2. Nextgen's failure to perform or observe in full, or to have performed or observed in full, any covenant, agreement, or condition to be performed or observed by Nextgen under this Agreement or any related agreement.
- 10.4. Indemnity Limitation. The Shareholder's maximum liability for all indemnity claims shall be limited to \$200,000.00. Nextgen's maximum liability for all indemnity claims shall be limited to \$200,000.00.

11. Expenses. Each of the Parties shall pay all of the costs that it incurs incident to the preparation, execution, and delivery of this Agreement and the performance of any related obligations, whether or not the transactions contemplated by this Agreement shall be consummated.

12. Miscellaneous Provisions.

12.1. Representations and Warranties. All representations, warranties, and agreements made by the Parties pursuant to this Agreement shall survive the consummation of the transactions contemplated by this Agreement, without limitation as to time.

12.2. Interpretation. In the event an ambiguity or question of intent or interpretation arises, this Agreement shall be construed as if drafted jointly by the Parties and no presumption or burden of proof shall arise favoring or disfavoring any Party by virtue of the authorship of any of the provisions of this Agreement. This Agreement shall be interpreted in a way that permits compliance with any and all applicable foreign, federal, state, and local laws. In the event that this Agreement does not meet the minimum legal requirements, this Agreement is deemed amended to comply with the minimum legal requirements of that law.

12.3. Notices. All notices hereunder shall be in writing and delivered by hand, by certified mail, return receipt requested or by overnight delivery. Notices shall be directed to the parties at their respective addresses set forth at the end of this Section 12.3, or at such other addresses as the parties may from time to time designate in writing.

If to Nextgen:

NextGen Group PLC
Building 56 Alconbury North Airfield
Alconbury Huntingdon Cambridgeshire
PE28 4DA United Kingdom
Attn: Dr. James G. Heffernan

With a carbon copies to:

John D. Miller, Esq.
Fraser Trebilcock Davis & Dunlap, PC
124 West Allegan Street
Suite 1000
Lansing, Michigan 48933

Brian Marshall, Esq.
Mills & Reeve, Solicitors
Francis House, 112 Hills Road
Cambridge CB2 1PH
United Kingdom

If to GSI:

Genomic Solutions, Inc.
84 October Hill Road
Holliston, Massachusetts 01746
Attn: Sue Lusinski

With a carbon copy to:

Sara M. Kruse, Esq.
Jaffe, Raiff, Heuer & Weiss, P.C.
27777 Franklin Road

- 12.4. Entire Agreement. This Agreement represents the entire agreement between the Parties with respect to the subject matter hereof and all contemporaneous or prior negotiations and representations have been merged into this Agreement.
- 12.5. Modification. No provision of this Agreement may be modified, except in writing, signed by the Parties.
- 12.6. Waiver. No waiver by any Party of any default, misrepresentation, breach of warranty or covenant, or any term or provision of this Agreement hereunder, whether intentional or not, shall be deemed to extend to any prior or subsequent default, misrepresentation, breach of warranty or covenant, or term or provision hereunder or affect in any way any rights arising by virtue of any prior or subsequent such occurrence.
- 12.7. Additional Agreements. The Parties agree to execute any further documents, and to take any further actions, reasonably requested by another Party to effectuate the rights granted to a Party herein.
- 12.8. No Third Party Beneficiaries. Unless otherwise expressly stated within this Agreement, there shall be no third party beneficiaries to this Agreement, and no third party who is not a party to this Agreement shall have any rights in connection with a breach or violation of this Agreement.
- 12.9. Binding Effect. This Agreement shall be binding upon and inure to benefit of the Parties hereto and their successors and assigns.
- 12.10. Headings. The article and section headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement.
- 12.11. Law Governing. This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of Michigan, without regard to its conflict of laws rules.
- 12.12. Venue. The Parties: (a) irrevocably submit to the jurisdiction of any Michigan state court or federal court sitting in Michigan, for any action arising out of this Agreement, (b) agree that all claims in any action arising out of this Agreement must be decided either in the Michigan state courts or the federal courts sitting in Michigan, and (c) waive, to the fullest extent that they may effectively do so, the defense of an inconvenient forum. The Parties also agree that a final judgment in any such action shall be conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by law.
- 12.13. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original but all of which together shall constitute one and the same instrument.
- 12.14. Partial Invalidity. In the event that any provisions of this Agreement is determined to be unenforceable or in conflict with applicable law, the validity of the remaining portions of said document and all remaining documents executed in furtherance of consummation of the transaction contemplated by this Agreement shall not be affected thereby and shall remain in full force and effect.
- 12.15. No Assignments or Delegations Without Consent. Neither this Agreement nor any of the rights, interest or obligations hereunder shall be assigned or delegated by any party hereto without the prior written consent of the other Parties, except that either Party may assign any or all of its rights to any subsidiary or affiliate without the other Party's consent.

- 12.16. Remedies Cumulative. The remedies provided in this Agreement will be cumulative, and the assertion by a party of any right of remedy will not preclude the assertion by such party of any other rights or the seeking of any other remedies.
- 12.17. Full Review. The Parties represent that they have carefully read this Agreement and have consulted with their attorneys. The Parties affirmatively state that they understand the contents of this Agreement and sign this Agreement as their free act and deed.
- 12.18. Relationship of the Parties. Nothing contained in the Agreement shall be construed in any way to create a partnership, joint venture, or subsidiary relationship between the Parties.
- 12.19. Waiver of Jury Trial. The Parties, after consulting or having had the opportunity to consult with counsel, knowingly, voluntarily and intentionally waive any right either of them may have to a trial by jury in any litigation based upon or arising out of this Agreement or any of the transactions contemplated by this agreement. Neither party will seek to consolidate, by counterclaim or otherwise, any action in which a jury trial has been waived with any other action in which a jury trial cannot be or has not been waived. Any dispute relating to or arising under this Agreement shall be litigated before a state or federal court judge (or judges) and not before a jury.
- 12.20. Electronic Execution. The Parties agree that signatures on this Agreement, as well as any other documents to be executed under this Agreement, may be delivered by electronic means (facsimile or scanning the original document into a readable .pdf format as an attachment to an email) in lieu of an original signature, and the Parties agree to treat the electronic document and signatures as original document and signatures and agree to be bound by this provision.
- 12.21. Creditors. None of the provisions of this Agreement shall be for the benefit of or enforceable by any creditor.

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A LIST OF SCHEDULES APPEARS ON THE NEXT PAGE**

List of Schedules	
Nextgen / GSI Stock Purchase Agreement	
Schedule Number	Schedule Name
2.1	PRS Debt and Promissory Notes
3	Security Interests of PRS
3.5	2006 Asset Purchase Agreement

IN WITNESS WHEREOF, the Parties have executed and entered into this Agreement on the date listed in the Preamble to this Agreement.

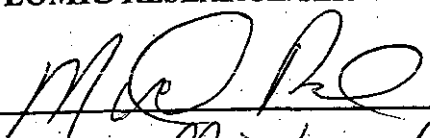
NEXTGEN GROUP PLC

By: _____

Printed Name: _____

Its: _____

PROTEOMIC RESEARCH SERVICES, INC.

By: 

Printed Name: Michael Pizarro

Its: President

GENOMIC SOLUTIONS, INC.

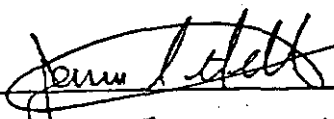
By: _____

Printed Name: _____

Its: _____

IN WITNESS WHEREOF, the Parties have executed and entered into this Agreement on the date listed in the Preamble to this Agreement.

NEXTGEN GROUP PLC

By: 
Printed Name: JAMES G. HEFFERNAN
Its: CEO

PROTEOMIC RESEARCH SERVICES, INC.

By: _____
Printed Name: _____
Its: _____

GENOMIC SOLUTIONS, INC.

By: _____
Printed Name: _____
Its: _____

IN WITNESS WHEREOF, the Parties have executed and entered into this Agreement on the date listed in the Preamble to this Agreement.

NEXTGEN GROUP PLC

By: _____

Printed Name: _____

Its: _____

PROTEOMIC RESEARCH SERVICES, INC.

By: _____

Printed Name: _____

Its: _____

GENOMIC SOLUTIONS, INC.

By: David Strach

Printed Name: David Strach

Its: President

Susan Jancinski 10/3/06
COO
HB10

Schedule 2.1

PRS Debt and Promissory Notes

Amended and Restated Promissory Note

\$1,149,548.99

Due Date: June 1, 2014

Date: June 1, 2003

FOR VALUE RECEIVED, the undersigned ("Borrower") promises to pay to the order of GENOMIC SOLUTIONS, INC., a Delaware corporation ("Lender"), at 4355 Varsity Drive, Ann Arbor, Michigan 48108, or at such other place as Lender may designate in writing, the principal sum of One Million One Hundred Forty Nine Thousand Five Hundred Forty Eight and 99/100 Dollars (\$1,149,548.99), together with interest on all of the foregoing as hereinafter provided on all amounts outstanding hereunder, all in lawful money of the United States of America.

Interest Rate. The principal outstanding under this Note from time to time shall bear interest on a basis of a year of 360 days for the actual number of days in a month amounts are outstanding hereunder, at the rate of five and three quarters percent (5.75%) per annum.

Payment. Beginning on June 30, 2003 and continuing on the same day of each consecutive month thereafter until June 30, 2014 (the "Due Date"), Borrower shall pay equal monthly installments of principal and interest in the amount of \$11,771.41. All payments required to be paid hereunder shall first be applied to costs and expenses required to be paid hereunder, then to accrued interest hereunder and the balance shall be applied against the principal.

Prepayment. This Note may be prepaid, in whole or in part, without penalty.

Other Documents. This Note amends, restates and replaces the following three promissory notes delivered by Borrower to Seller:

- a. Promissory Note (Equipment) in the original principal amount of \$494,500.00 dated September 26, 2001
- b. Promissory Note (Line of Credit) in the original principal amount of up to \$194,384.11 dated September 30, 2001; and
- c. Promissory Note (Services Assets) in the original principal amount of \$510,000 dated September 30, 2001.

This Note is secured by the personal property of Borrower described in the Security Agreement delivered by Borrower to Lender dated September 26, 2001, as amended by a certain First of Security Agreement dated September 30, 2001 and Second Amendment of Security Agreement dated effective June 1, 2003 (the "Security Agreement"). Reference is hereby made to the Security Agreement and such other documents signed in conjunction herewith or therewith (collectively, the "Other Documents") for additional terms relating to the transaction giving rise to this Note, the security given for the Note and additional terms and conditions under which this Note matures, may be accelerated or prepaid.

Interest Rate Limited to Maximum Provided by Law. Nothing herein contained, nor any transaction relating hereto, shall be construed or so operate as to require the Borrower to pay, or be charged, interest at a greater rate than the maximum allowed by the applicable law relating to this Note. Should any interest, or other charges, charged, paid or payable by the Borrower in connection with this Note, or any other document delivered in connection herewith, result in the charging, compensation, payment or earning of interest in excess of the maximum allowed by applicable law, then any and all such excess shall be and the same is hereby waived by the holder, and any and all such excess paid shall be automatically credited against and in reduction of the principal due under this Note. If Lender shall reasonably determine that the interest rate (together with all other charges or payments related hereto that may be deemed interest) stipulated under this Note is, or may be, usurious or otherwise limited by law, the unpaid balance of this Note, with accrued interest at the highest rate permitted to be charged by stipulation in writing between Lender and Borrower, at the option of Lender, shall immediately become due and payable.

Default. There shall exist an Event of Default under this Note (i) upon default under this Note or any one or more of the Other Documents or (ii) upon the bankruptcy or insolvency of the Borrower. Upon the occurrence of any Event of Default, Lender may, without notice, declare the entire unpaid and outstanding principal balance hereunder and all accrued interest, together with all other indebtedness of Borrower to Lender, to be due and payable in full forthwith, without presentment, demand or notice of any kind and may exercise any one or more of the rights and remedies provided herein or in the Other Documents. The remedies provided for hereunder are cumulative to the remedies for collection of the amounts owing hereunder as provided by law or by the Other Documents. Nothing herein is intended, nor should it be construed, to preclude Lender from pursuing any other remedy for the recovery of any other sum to which Lender may be or become entitled for breach of the terms of this Note or any of the Other Documents.

Costs of Collection. Borrower agrees, in case of an Event of Default under the terms of this Note or under the Other Documents, to pay all costs of Lender for collection of this Note and all other liabilities of Borrower to Lender and enforcement of rights hereunder, including reasonable attorney fees and legal expenses including participation in Bankruptcy proceedings.

Default Rate of Interest. During any period(s) this Note is in default, or after the Due Date, or after acceleration of maturity, the outstanding principal amount hereof shall bear interest at a rate equal to eleven percent (11.0%) per annum.

No Waiver of Default. Acceptance by Lender of any payment in an amount less than the amount then due shall be deemed an acceptance on account only, and the failure to pay the entire amount then due shall be and continue to be an Event of Default. Upon any Event of Default, neither the failure of Lender promptly to exercise its right to declare the outstanding principal and accrued unpaid interest hereunder to be immediately due and payable, nor the failure of Lender to demand strict performance of any other obligation of the Borrower or any other person who may be liable hereunder shall constitute a waiver of any such rights, nor a waiver of such rights in connection with any future default on the part of the Borrower or any other person who may be liable hereunder.

General. Borrower and all endorsers and guarantors hereof, if any, hereby jointly and severally waive presentment for payment, demand, notice of non-payment, notice of protest or protest of this Note, diligence in collection or bringing suit, and hereby consent to any and all extensions of time, renewals, waivers, or modifications that may be granted by Lender with respect to payment or any other provisions of this Note, and to the release of any collateral or any part thereof, with or without substitution. The liability of the Borrower shall be absolute and unconditional, without regard to the liability of any other party hereto.

JURY WAIVER. BORROWER ACKNOWLEDGES THAT THE RIGHT TO TRIAL BY JURY IS A CONSTITUTIONAL ONE, BUT THAT IT MAY BE WAIVED. BORROWER, AFTER CONSULTING (OR HAVING HAD THE OPPORTUNITY TO CONSULT) WITH COUNSEL OF ITS CHOICE, KNOWINGLY AND VOLUNTARILY, AND FOR ITS BENEFIT WAIVES ANY RIGHT TO TRIAL BY JURY IN THE EVENT OF LITIGATION REGARDING THE PERFORMANCE OR ENFORCEMENT OF, OR IN ANY WAY RELATED TO, THIS NOTE OR THE LOAN EVIDENCED HEREBY.

PROTEOMIC RESEARCH SERVICES, INC.

By: Michael Piro

Its: President

6/18/03

Amortization Table

A simple amortization table covering 24 payment periods of a loan.

- 1) To use the table, simply change any of the values in the "initial data" area of the worksheet.
- 2) To print the table, just choose "Print" from the "File" menu. The print area is already defined.

Initial Data

LOAN DATA

Loan amount: \$1,149,548.99
 Annual interest rate: 5.7500%
 Term in years: 11
 Payments per year: 12
 First payment due: 6/30/03

TABLE DATA

Table starts at date:
 or at payment number: 1

PERIODIC PAYMENT

Entered payment:
 Calculated payment: \$11,771.41

The table uses the calculated periodic payment amount unless you enter a value for "Entered payment".

CALCULATIONS

Use payment of: \$11,771.41
 1st payment in table: 1

Beginning balance at payment 1: 1,149,548.99
 Cumulative interest prior to payment 1: 0.00

Table

No.	Payment Date	Beginning Balance	Interest	Principal	Ending Balance	Cumulative Interest
1	6/30/03	1,149,548.99	5,508.26	6,263.16	1,143,285.83	5,508.26
2	7/30/03	1,143,285.83	5,478.24	6,293.17	1,136,992.66	10,986.50
3	8/30/03	1,136,992.66	5,448.09	6,323.32	1,130,669.34	16,434.59
4	9/30/03	1,130,669.34	5,417.79	6,353.62	1,124,315.71	21,852.38
5	10/30/03	1,124,315.71	5,387.35	6,384.07	1,117,931.65	27,239.73
6	11/30/03	1,117,931.65	5,356.76	6,414.66	1,111,516.99	32,596.48
7	12/30/03	1,111,516.99	5,326.02	6,445.39	1,105,071.59	37,922.50
8	1/30/04	1,105,071.59	5,295.13	6,476.28	1,098,595.31	43,217.64
9	3/1/04	1,098,595.31	5,264.10	6,507.31	1,092,088.00	48,481.74
10	3/30/04	1,092,088.00	5,232.92	6,538.49	1,085,549.51	53,714.66
11	4/30/04	1,085,549.51	5,201.59	6,569.82	1,078,979.69	58,916.25
12	5/30/04	1,078,979.69	5,170.11	6,601.30	1,072,378.39	64,086.36
13	6/30/04	1,072,378.39	5,138.48	6,632.93	1,065,745.45	69,224.84
14	7/30/04	1,065,745.45	5,106.70	6,664.72	1,059,080.73	74,331.54
15	8/30/04	1,059,080.73	5,074.76	6,696.65	1,052,384.08	79,406.30
16	9/30/04	1,052,384.08	5,042.67	6,728.74	1,045,655.34	84,448.98
17	10/30/04	1,045,655.34	5,010.43	6,760.98	1,038,894.36	89,459.41
18	11/30/04	1,038,894.36	4,978.04	6,793.38	1,032,100.98	94,437.44
19	12/30/04	1,032,100.98	4,945.48	6,825.93	1,025,275.05	99,382.93
20	1/30/05	1,025,275.05	4,912.78	6,858.64	1,018,416.41	104,295.70
21	3/2/05	1,018,416.41	4,879.91	6,891.50	1,011,524.91	109,175.61
22	3/30/05	1,011,524.91	4,846.89	6,924.52	1,004,600.39	114,022.50
23	4/30/05	1,004,600.39	4,813.71	6,957.70	997,642.69	118,836.22
24	5/30/05	997,642.69	4,780.37	6,991.04	990,651.64	123,616.59
25	6/30/05	990,651.64	4,746.87	7,024.54	983,627.10	128,363.46
26	7/30/05	983,627.10	4,713.21	7,058.20	976,568.90	133,076.67
27	8/30/05	976,568.90	4,679.39	7,092.02	969,476.88	137,756.06
28	9/30/05	969,476.88	4,645.41	7,126.00	962,350.88	142,401.47
29	10/30/05	962,350.88	4,611.26	7,160.15	955,190.73	147,012.74
30	11/30/05	955,190.73	4,576.86	7,194.46	947,996.27	151,589.60
31	12/30/05	947,996.27	4,542.48	7,228.93	940,767.34	156,132.18
32	1/30/06	940,767.34	4,507.84	7,263.57	933,503.77	160,640.02
33	3/2/06	933,503.77	4,473.04	7,298.38	926,205.39	165,113.06
34	3/30/06	926,205.39	4,438.07	7,333.35	918,872.04	169,551.13

Amortization Table

A simple amortization table covering 24 payment periods of a loan.

1) To use the table, simply change any of the values in the "Initial data" area of the worksheet.

2) To print the table, just choose "Print" from the "File" menu. The print area is already defined.

Initial Data

LOAN DATA

Loan amount: \$1,149,548.99
Annual interest rate: 5.7500%
Term in years: 11
Payments per year: 12
First payment due: 6/30/03

TABLE DATA

Table starts at date:
or at payment number: 1

PERIODIC PAYMENT

Entered payment:
Calculated payment: \$11,771.41

The table uses the calculated periodic payment amount
unless you enter a value for "Entered payment".

CALCULATIONS

Use payment of: \$11,771.41
1st payment in table: 1

Beginning balance at payment 1: 1,149,548.99
Cumulative interest prior to payment 1: 0.00

Table

No.	Payment Date	Beginning Balance	Interest	Principal	Ending Balance	Cumulative Interest
35	4/30/06	918,872.04	4,402.93	7,368.49	911,503.56	173,954.06
36	5/30/06	911,503.56	4,367.62	7,403.79	904,099.77	178,321.68
37	6/30/06	904,099.77	4,332.14	7,439.27	896,660.50	182,653.82
38	7/30/06	896,660.50	4,296.50	7,474.82	889,185.58	186,950.32
39	8/30/06	889,185.58	4,260.68	7,510.73	881,674.85	191,211.00
40	9/30/06	881,674.85	4,224.69	7,546.72	874,128.13	195,435.69
41	10/30/06	874,128.13	4,188.53	7,582.88	866,545.24	199,624.22
42	11/30/06	866,545.24	4,152.20	7,619.22	858,926.02	203,776.42
43	12/30/06	858,926.02	4,115.69	7,655.73	851,270.30	207,892.11
44	1/30/07	851,270.30	4,079.00	7,692.41	843,577.89	211,971.11
45	3/2/07	843,577.89	4,042.14	7,729.27	835,848.62	216,013.25
46	3/30/07	835,848.62	4,005.11	7,766.31	828,082.31	220,018.36
47	4/30/07	828,082.31	3,967.89	7,803.52	820,278.79	223,986.26
48	5/30/07	820,278.79	3,930.50	7,840.91	812,437.88	227,916.76
49	6/30/07	812,437.88	3,892.93	7,878.48	804,559.40	231,809.69
50	7/30/07	804,559.40	3,855.18	7,916.23	796,643.17	235,664.87
51	8/30/07	796,643.17	3,817.25	7,954.17	788,689.00	239,482.12
52	9/30/07	788,689.00	3,779.13	7,992.28	780,696.72	243,261.25
53	10/30/07	780,696.72	3,740.84	8,030.58	772,666.15	247,002.08
54	11/30/07	772,666.15	3,702.36	8,069.06	764,597.09	250,704.45
55	12/30/07	764,597.09	3,663.69	8,107.72	756,489.37	254,368.15
56	1/30/08	756,489.37	3,624.84	8,146.57	748,342.80	257,992.99
57	3/1/08	748,342.80	3,585.81	8,185.60	740,157.20	261,578.60
58	3/30/08	740,157.20	3,546.59	8,224.83	731,932.37	265,125.39
59	4/30/08	731,932.37	3,507.18	8,264.24	723,668.13	268,632.56
60	5/30/08	723,668.13	3,467.58	8,303.84	715,364.29	272,100.14
61	6/30/08	715,364.29	3,427.79	8,343.63	707,020.67	275,527.93
62	7/30/08	707,020.67	3,387.81	8,383.61	698,637.06	278,915.73
63	8/30/08	698,637.06	3,347.64	8,423.78	690,213.28	282,263.37
64	9/30/08	690,213.28	3,307.27	8,464.14	681,749.14	285,570.64
65	10/30/08	681,749.14	3,266.71	8,504.70	673,244.44	288,837.36
66	11/30/08	673,244.44	3,225.96	8,545.45	664,698.99	292,063.32
67	12/30/08	664,698.99	3,185.02	8,586.40	656,112.59	295,248.33
68	1/30/09	656,112.59	3,143.87	8,627.54	647,485.05	298,392.21

A simple amortization table covering 24 payment periods of a loan.

- 1) To use the table, simply change any of the values in the "initial data" area of the worksheet.
- 2) To print the table, just choose "Print" from the "File" menu. The print area is already defined.

Initial Data

LOAN DATA

Loan amount: \$1,149,548.99
 Annual interest rate: 5.7500%
 Term in years: 11
 Payments per year: 12
 First payment due: 6/30/03

TABLE DATA

Table starts at date:
 or at payment number: 1

PERIODIC PAYMENT

Entered payment:
 Calculated payment: \$11,771.41

The table uses the calculated periodic payment amount unless you enter a value for "Entered payment".

CALCULATIONS

Use payment of: \$11,771.41
 1st payment in table: 1

Beginning balance at payment 1: 1,149,548.99
 Cumulative interest prior to payment 1: 0.00

Table

No.	Payment Date	Beginning Balance	Interest	Principal	Ending Balance	Cumulative Interest
69	3/2/09	647,485.05	3,102.53	8,668.88	638,816.17	301,494.74
70	3/30/09	638,816.17	3,060.99	8,710.42	630,105.75	304,555.73
71	4/30/09	630,105.75	3,019.26	8,752.16	621,353.59	307,574.99
72	5/30/09	621,353.59	2,977.32	8,794.09	612,559.50	310,552.31
73	6/30/09	612,559.50	2,935.18	8,836.23	603,723.27	313,487.49
74	7/30/09	603,723.27	2,892.84	8,878.57	594,844.69	316,380.33
75	8/30/09	594,844.69	2,850.30	8,921.12	585,923.58	319,230.63
76	9/30/09	585,923.58	2,807.55	8,963.86	576,959.71	322,038.18
77	10/30/09	576,959.71	2,764.60	9,006.82	567,952.90	324,802.78
78	11/30/09	567,952.90	2,721.44	9,049.97	558,902.92	327,524.22
79	12/30/09	558,902.92	2,678.08	9,093.34	549,809.59	330,202.30
80	1/30/10	549,809.59	2,634.50	9,136.91	540,672.68	332,836.80
81	3/2/10	540,672.68	2,590.72	9,180.69	531,491.99	335,427.52
82	3/30/10	531,491.99	2,546.73	9,224.68	522,267.31	337,974.26
83	4/30/10	522,267.31	2,502.53	9,268.88	512,998.42	340,476.79
84	5/30/10	512,998.42	2,458.12	9,313.30	503,685.13	342,934.90
85	6/30/10	503,685.13	2,413.49	9,357.92	494,327.20	345,348.40
86	7/30/10	494,327.20	2,368.65	9,402.76	484,924.44	347,717.05
87	8/30/10	484,924.44	2,323.60	9,447.82	475,476.62	350,040.84
88	9/30/10	475,476.62	2,278.33	9,493.09	465,983.53	352,318.97
89	10/30/10	465,983.53	2,232.84	9,538.58	456,444.96	354,551.81
90	11/30/10	456,444.96	2,187.13	9,584.28	446,860.68	356,738.94
91	12/30/10	446,860.68	2,141.21	9,630.21	437,230.47	358,880.15
92	1/30/11	437,230.47	2,095.06	9,676.35	427,554.12	360,975.21
93	3/2/11	427,554.12	2,048.70	9,722.72	417,831.40	363,023.90
94	3/30/11	417,831.40	2,002.11	9,769.31	408,062.10	365,026.01
95	4/30/11	408,062.10	1,955.30	9,816.12	398,245.98	366,981.31
96	5/30/11	398,245.98	1,908.26	9,863.15	388,382.83	368,889.57
97	6/30/11	388,382.83	1,861.00	9,910.41	378,472.42	370,750.57
98	7/30/11	378,472.42	1,813.51	9,957.90	368,514.52	372,564.09
99	8/30/11	368,514.52	1,765.80	10,005.62	358,508.90	374,329.80
100	9/30/11	358,508.90	1,717.86	10,053.56	348,455.34	376,047.74
101	10/30/11	348,455.34	1,669.68	10,101.73	338,353.61	377,717.42
102	11/30/11	338,353.61	1,621.28	10,150.14	328,203.47	379,338.70

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LOAN DATA

Loan amount: \$1,149,548.99
 Annual interest rate: 5.7500%
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Entered payment:
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CALCULATIONS

Use payment of: \$11,771.41
 1st payment in table: 1

Beginning balance at payment 1: 1,149,548.99
 Cumulative interest prior to payment 1: 0.00

Table

No.	Payment Date	Beginning Balance	Interest	Principal	Ending Balance	Cumulative Interest
103	12/30/11	328,203.47	1,572.64	10,198.77	318,004.70	380,911.34
104	1/30/12	318,004.70	1,523.77	10,247.64	307,757.06	382,435.12
105	3/1/12	307,757.06	1,474.67	10,296.74	297,460.31	383,909.78
106	3/30/12	297,460.31	1,425.33	10,346.08	287,114.23	385,335.12
107	4/30/12	287,114.23	1,375.76	10,395.66	276,718.57	386,710.87
108	5/30/12	276,718.57	1,325.94	10,445.47	266,273.10	388,036.81
109	6/30/12	266,273.10	1,275.89	10,495.52	255,777.58	389,312.71
110	7/30/12	255,777.58	1,225.60	10,545.81	245,231.77	390,538.31
111	8/30/12	245,231.77	1,175.07	10,596.35	234,635.42	391,713.38
112	9/30/12	234,635.42	1,124.29	10,647.12	223,988.30	392,837.67
113	10/30/12	223,988.30	1,073.28	10,698.14	213,290.17	393,910.95
114	11/30/12	213,290.17	1,022.02	10,749.40	202,540.77	394,932.96
115	12/30/12	202,540.77	970.51	10,800.91	191,739.86	395,903.47
116	1/30/13	191,739.86	918.75	10,852.66	180,887.20	396,822.22
117	3/2/13	180,887.20	866.75	10,904.66	169,982.54	397,688.96
118	3/30/13	169,982.54	814.50	10,956.91	159,025.62	398,503.48
119	4/30/13	159,025.62	762.00	11,009.42	148,016.21	399,265.47
120	5/30/13	148,016.21	709.24	11,062.17	136,954.04	399,974.72
121	6/30/13	136,954.04	656.24	11,115.18	125,838.86	400,630.96
122	7/30/13	125,838.86	602.98	11,168.44	114,670.43	401,233.93
123	8/30/13	114,670.43	549.46	11,221.95	103,448.48	401,783.40
124	9/30/13	103,448.48	495.69	11,275.72	92,172.75	402,279.09
125	10/30/13	92,172.75	441.66	11,329.75	80,843.00	402,720.75
126	11/30/13	80,843.00	387.37	11,384.04	69,458.96	403,108.12
127	12/30/13	69,458.96	332.82	11,438.59	58,020.37	403,440.94
128	1/30/14	58,020.37	278.01	11,493.40	46,526.97	403,718.96
129	3/2/14	46,526.97	222.94	11,548.47	34,978.50	403,941.90
130	3/30/14	34,978.50	167.61	11,603.81	23,374.69	404,109.51
131	4/30/14	23,374.69	112.00	11,659.41	11,715.28	404,221.51
132	5/30/14	11,715.28	56.14	11,715.28	0.00	404,277.65

Promissory Note
(Services Assets)

\$510,000

Due Date: September 30, 2003

Date: September 30, 2001

FOR VALUE RECEIVED, the undersigned ("Borrower") promises to pay to the order of GENOMIC SOLUTIONS, INC., a Delaware corporation ("Lender"), at 4355 Varsity Drive, Ann Arbor, Michigan 48108, or at such other place as Lender may designate in writing, the principal sum of Five Hundred Ten Thousand and No/100 Dollars (\$510,000) together with interest on all of the foregoing as hereinafter provided on all amounts outstanding hereunder, all in lawful money of the United States of America.

Interest Rate. The principal outstanding under this Note from time to time shall bear interest on a basis of a year of 360 days for the actual number of days in a month amounts are outstanding hereunder, at the rate of eight percent (8%) per annum ("Stated Rate").

Payment. Beginning on April 1, 2002 and continuing on the same day of each consecutive month thereafter until September 1, 2003, Borrower shall pay interest at the Stated Rate accrued to the date of the scheduled payment; provided, however, Borrower may, at its option, pay interest (on a basis of a year of 360 days for the actual number of days in a month amounts are outstanding hereunder) at the rate of five and eight tenths percent (5.8%) per annum ("Pay Rate") accrued to the due date of each such payment. Buyer may make required interest payments at the Stated Rate or the Pay Rate. The dollar amount which represents the payment difference between the accrued Stated Rate and the accrued Pay Rate for each scheduled interest payment shall be added to the principal balance under this Note as of its maturity, whether by acceleration or by its terms. The entire unpaid principal balance and all accrued but unpaid interest under this Note shall be immediately due and payable (i) without demand or notice by the Lender and without regard to the absence of any event of default on the Due Date or (ii) upon the occurrence of an event of default hereunder, whichever occurs first. All payments required to be paid hereunder shall first be applied to costs and expenses required to be paid hereunder, then to accrued interest hereunder and the balance shall be applied against the principal.

Prepayment. This Note may be prepaid, in whole or in part, without penalty.

Other Documents. This Note is secured by a Security Agreement dated September 26, 2001 between the Borrower and Lender (the "Security Agreement"). Reference is hereby made to the Security Agreement and such other documents signed in conjunction herewith or therewith, including other indebtedness or obligations that may be secured by the Security Agreement from time to time, (collectively, the "Other Documents") for additional terms relating to the transaction giving rise to this Note, the security given for the Notes and additional terms and conditions under which this Note matures, may be accelerated or prepaid.

Interest Rate Limited to Maximum Provided by Law. Nothing herein contained, nor any transaction relating hereto, shall be construed or so operate as to require the Borrower to pay, or be charged, interest at a greater rate than the maximum allowed by the applicable law relating to this Note. Should any interest, or other charges, charged, paid or payable by the Borrower in connection with this Note, or any other document delivered in connection herewith, result in the charging, compensation, payment or earning of interest in excess of the maximum allowed by applicable law, then any and all such excess shall be and the same is hereby waived by the holder, and any and all such excess paid shall be automatically credited against and in reduction of the principal due under this Note. If Lender shall reasonably determine that the interest rate (together with all other charges or payments related hereto that may be deemed interest) stipulated under this Note is, or may be, usurious or otherwise limited by law,

the unpaid balance of this Note, with accrued interest at the highest rate permitted to be charged by stipulation in writing between Lender and Borrower, at the option of Lender, shall immediately become due and payable.

Default. There shall exist an Event of Default under this Note (i) upon default under this Note or any one or more of the Other Documents or (ii) upon the bankruptcy or insolvency of the Borrower. Upon the occurrence of any Event of Default, Lender may, without notice, declare the entire unpaid and outstanding principal balance hereunder and all accrued interest, together with all other indebtedness of Borrower to Lender, to be due and payable in full forthwith, without presentment, demand or notice of any kind and may exercise any one or more of the rights and remedies provided herein or in the Other Documents. The remedies provided for hereunder are cumulative to the remedies for collection of the amounts owing hereunder as provided by law or by the Other Documents. Nothing herein is intended, nor should it be construed, to preclude Lender from pursuing any other remedy for the recovery of any other sum to which Lender may be or become entitled for breach of the terms of this Note or any of the Other Documents.

Costs of Collection. Borrower agrees, in case of an Event of Default under the terms of this Note or under the Other Documents, to pay all costs of Lender for collection of this Note and all other liabilities of Borrower to Lender and enforcement of rights hereunder, including reasonable attorney fees and legal expenses including participation in Bankruptcy proceedings.

Default Rate of Interest. During any period(s) this Note is in default, or after the Due Date, or after acceleration of maturity, the outstanding principal amount hereof shall bear interest at a rate equal to eleven percent (11.0%) per annum.

No Waiver of Default. Acceptance by Lender of any payment in an amount less than the amount then due shall be deemed an acceptance on account only, and the failure to pay the entire amount then due shall be and continue to be an Event of Default. Upon any Event of Default, neither the failure of Lender promptly to exercise its right to declare the outstanding principal and accrued unpaid interest hereunder to be immediately due and payable, nor the failure of Lender to demand strict performance of any other obligation of the Borrower or any other person who may be liable hereunder shall constitute a waiver of any such rights, nor a waiver of such rights in connection with any future default on the part of the Borrower or any other person who may be liable hereunder.

General. Borrower and all endorsers and guarantors hereof, if any, hereby jointly and severally waive presentment for payment, demand, notice of non-payment, notice of protest or protest of this Note, diligence in collection or bringing suit, and hereby consent to any and all extensions of time, renewals, waivers, or modifications that may be granted by Lender with respect to payment or any other provisions of this Note, and to the release of any collateral or any part thereof, with or without substitution. The liability of the Borrower shall be absolute and unconditional, without regard to the liability of any other party hereto.

JURY WAIVER. BORROWER ACKNOWLEDGES THAT THE RIGHT TO TRIAL BY JURY IS A CONSTITUTIONAL ONE, BUT THAT IT MAY BE WAIVED. BORROWER, AFTER CONSULTING (OR HAVING HAD THE OPPORTUNITY TO CONSULT) WITH COUNSEL OF ITS CHOICE, KNOWINGLY AND VOLUNTARILY, AND FOR ITS BENEFIT WAIVES ANY RIGHT TO TRIAL BY JURY IN THE EVENT OF LITIGATION REGARDING THE PERFORMANCE OR ENFORCEMENT OF, OR IN ANY WAY RELATED TO, THIS NOTE OR THE LOAN EVIDENCED HEREBY.

PROTEOMIC RESEARCH SERVICES, INC.

By:

Ricky D. Edmondson
Ricky D. Edmondson

Its:

PRESIDENT

PROMISSORY NOTE
(Line of Credit)

Up to \$193,384.11

Due Date: September 30, 2003

Date: September 30, 2001

FOR VALUE RECEIVED, the undersigned ("Borrower") promises to pay to the order of GENOMIC SOLUTIONS, INC., a Delaware corporation ("Lender"), the sum of One Hundred Ninety Three Thousand Three Hundred Eighty Four and 11/100 (\$193,384.11) Dollars or such other lesser amount as Lender has advanced to and for the benefit of Borrower hereunder, together with interest on the unpaid balance from time to time outstanding at the rate of eight (8%) percent per annum (the "Stated Rate"). During the period of any default, the rate of interest shall be increased to eleven (11%) percent per annum or the highest rate permitted by law.

1. ADVANCES. Prior to the occurrence of an event of default under this Note, Borrower may request advances in the aggregate amount up to \$150,000 to enable Borrower to purchase consumable research supplies ("Inventory") from Lender. Each request approved by Lender (a "Purchase Credit Advance") shall be evidenced by non-transferable purchase credits in favor of Borrower in an equal dollar amount on the books and records of Lender ("Purchase Credits"). Until there is an event of default under this Note, Borrower (using Purchase Credits) may purchase Inventory at 25% off Lender's then current list price. With the exception of the last Purchase Credit Advance, each Purchase Credit Advance shall be in an amount equal to \$50,000. Interest on each Purchase Credit Advance shall accrue from the date a Purchase Credit Advance is made and Purchase Credits in an equal amount in favor of Borrower are added to the books and records of Lender. To the extent any Inventory under a purchase order is not delivered by Lender to Borrower within seven (7) business days after the date the purchase order for such Inventory is received by Lender ("Delivery Default") and Borrower delivers a written notice to Lender prior to the an event of default under this Note setting forth the dollar amount of Inventory on the purchase order for which there has been a Delivery Default ("Delivery Default Notice"), Lender agrees to reduce the Purchase Credits (and the amount outstanding under this Note) by the cost of the Inventory shown on the Delivery Default Notice and to reverse the accrued interest under the Note applicable thereto.

On April 1, 2002 or upon the occurrence of an event of default under this Note, whichever occurs first ("Rent Advance Date"), Lender is authorized to advance an amount ("Rent Advance") equal to \$43,384.11 under this Note, representing the first six months of rent due Lender under subsection 3 (c) of a Sublease Agreement of even date by and between Borrower and Lender. Interest on the Rent Advance shall accrue from the Rent Advance Date.

2.

REPAYMENT. Beginning on April 1, 2002 and continuing on the same day of each consecutive month thereafter until September 1, 2003, Borrower shall pay interest only at the Stated Rate accrued to the date of the scheduled payment; provided, however, Borrower may, at its option, pay interest (on a basis of a year of 360 days for the actual number of days in a month amounts are outstanding hereunder) at the rate of five and eight tenths percent (5.8%) per annum ("Pay Rate") accrued to the due date of each such payment. Buyer may make required interest payments at the Stated Rate or the Pay Rate. The dollar amount which represents the payment difference between the accrued Stated Rate and the accrued Pay Rate for each scheduled interest payment shall be added to the principal balance under this Note as of its maturity, whether by acceleration or by its terms. The entire unpaid principal balance and all accrued but unpaid interest under this Note shall be immediately due and payable (i) without demand or notice by the Lender and without regard to the absence of any event of default on the Due Date or (ii) upon the occurrence of an event of default hereunder, whichever occurs first. All payments required to be paid hereunder shall first be applied to costs and expenses required to be paid hereunder, then to accrued interest hereunder and the balance shall be applied against the principal.

3.

USE OF PROCEEDS. The proceeds of advances made to and for the benefit of Borrower under this Note shall be used solely for the purpose of purchasing Inventory at discount from Lender using Purchase Credits and for the payment of rent due Lender under a Sublease Agreement of even date.

4.

SECURITY. This Note is secured by a Security Agreement made and delivered on September 26, 2001 by Borrower to Lender covering all of the assets used in connection with Borrower's business (the "Security Agreement"). The Security Agreement and such other documents signed in conjunction herewith or therewith (collectively, the "Other Documents")

5.

DEFAULT. There shall exist an event of default under this Note (i) upon default under this Note or any one or more of the Other Documents or (ii) upon the bankruptcy or insolvency of the Borrower. At any time after the occurrence of any of the foregoing events of default, the entire principal of this Promissory Note remaining unpaid at that time, together with the accrued interest thereon, shall, at the election of the holder hereof and without notice of such election and without demand or presentment, become immediately due and payable at the aforesaid place of payment, anything contained herein, in the Security Agreement or any other agreement securing or evidencing the indebtedness hereunder to the contrary notwithstanding, and all costs and expenses of collection, including a reasonable attorney fee, shall be added to and become part of the total indebtedness. The holder hereof may, at any time upon or after acceleration or maturity of this Promissory Note, hold and apply its own indebtedness or liability to the undersigned (including the Purchase Credits) in payment of the indebtedness due hereunder.

6. **ACCELERATION.** In the event of default, the failure of Lender to promptly exercise its right to declare the indebtedness remaining unpaid hereunder to be immediately due and payable shall not constitute a waiver of that right while the default continues, nor a waiver of that right in connection with any future default on the part of the undersigned. Acceptance of partial payments shall not be deemed to constitute an accord and satisfaction, a waiver or a compromise of any sum or obligation owing or default existing hereunder, and shall instead be deemed a payment on account.
7. **WAIVER.** The makers, endorsers, sureties and guarantors hereof and all other parties who may become liable for all or any part of this obligation, severally waive presentment for payment, protest, notice of protest and of non-payment and diligence in the enforcement or collection hereof, and hereby expressly consent to any number of renewals or extensions of the time of payment thereof. Any renewals or extensions may be made without notice to any of those parties and without affecting their liability, and they shall not be released from liability on this Promissory Note by reason of any forbearance or extension of time granted to, or the failure of the holder to demand strict performance by, the undersigned or any subsequent owner or owners of the property mortgaged, assigned or pledged as security for this obligation, with or without notice to or the consent of any of those parties.
8. **PREPAYMENT.** This Promissory Note may be prepaid, in whole or in part, without penalty. Prepayments shall be applied first upon accrued but unpaid interest, and then in reduction of the outstanding principal balance. No prepayment shall prepay, postpone or defer any regular installment due hereunder, which shall continue to be made in all events.
9. **USURY.** It is not intended by this Promissory Note to impose upon the maker any obligation to pay interest in excess of the maximum rate of interest permitted by law in the State of Michigan by written stipulation with the undersigned, taking into consideration all possible exceptions to any restrictions thereon. Any interest determined to exceed that maximum rate of interest shall automatically abate to the extent of the excess. Moreover, if the holder hereof should in good faith and by reference to the provisions of law or an adjudication determine that the maximum permissible rate of interest has been exceeded, the holder shall thereupon have the option of declaring the unpaid balance of this Promissory Note to be due and payable in full.
10. **COSTS OF COLLECTION.** Borrower agrees, in case of an Event of Default under the terms of this Note or under the Other Documents, to pay all costs of Lender for collection of this Note and all other liabilities of Borrower to Lender and enforcement of rights hereunder, including reasonable attorney fees and legal expenses including participation in Bankruptcy proceedings.

11.

GOVERNING LAW. This Promissory Note and the liability of all parties hereunder shall be governed by the laws of the State of Michigan, where this Promissory Note has been delivered for value.

JURY WAIVER. BORROWER ACKNOWLEDGES THAT THE RIGHT TO TRIAL BY JURY IS A CONSTITUTIONAL ONE, BUT THAT IT MAY BE WAIVED. BORROWER, AFTER CONSULTING (OR HAVING HAD THE OPPORTUNITY TO CONSULT) WITH COUNSEL OF ITS CHOICE, KNOWINGLY AND VOLUNTARILY, AND FOR ITS BENEFIT WAIVES ANY RIGHT TO TRIAL BY JURY IN THE EVENT OF LITIGATION REGARDING THE PERFORMANCE OR ENFORCEMENT OF, OR IN ANY WAY RELATED TO, THIS NOTE OR THE LOAN EVIDENCED HEREBY.

PROTEOMIC RESEARCH SERVICES, INC.

By: _____


Ricky D. Edmondson

Its: _____

President

Schedule 3
Security Interests of PRS

SECURITY AGREEMENT

THIS SECURITY AGREEMENT, dated September 26, 2001 (this "Agreement"), is executed by PROTEOMIC RESEARCH SERVICES, INC., a Michigan corporation (the "Borrower"), to and for the benefit of GENOMIC SOLUTIONS INC., a Delaware corporation (the "Lender").

RECITALS

- A. Lender has extended an equipment loan in the amount of \$494,500 pursuant to a promissory note of even date herewith (the "Note").
- B. As security for Borrower's obligations under the Note and any other advances that Lender may make to Borrower from time to time, Lender has required, and Borrower has agreed to enter into this Agreement and grant to Lender a security interest in substantially all of Borrower's assets.

AGREEMENT

In consideration of the facts set forth in the Recitals, the execution and delivery of the Note, Borrower hereby agrees for the benefit of Lender as follows:

1. Definition of Collateral. The term "Collateral", as used herein, shall mean individually and collectively, the "Accounts", "Chattel Paper", "Deposit Accounts", "Inventory", "Equipment", "Documents", "Instruments", "Fixtures", "Investment Property", "Letter-of-Credit Rights" and "General Intangibles", as such terms are now or hereafter defined in the Uniform Commercial Code of the jurisdiction whose law governs the perfection of a security interest therein, including the assets described on the attached Exhibit A.

2. Creation Of Security Interest. Borrower does hereby grant to and create in favor of the Lender, its successors and assigns, a continuing security interest in the Collateral, to secure the full and prompt payment and performance of all obligations owed by Borrower to Lender under the Note or other agreements or instruments evidencing indebtedness of Borrower to Lender that the parties may enter into from time to time, including any real property or equipment lease or sublease arrangement (collectively the "Obligations") including without limitation:

(a) All sums evidenced by the Note and any other Obligations, together with interest as therein provided, as the same may be modified, renewed, extended, amended or replaced from time to time; and

(b) Any and all other debts, obligations, covenants and liabilities of Borrower to Lender arising out of or related to the Obligations, whether payment of principal, interest, or fees, performance of covenants, or otherwise, whether now existing or hereafter arising, whether voluntary or involuntary, whether or not jointly owed with others, whether direct or indirect, absolute or contingent, contractual or tortious, liquidated or unliquidated, arising by

operation of law, or otherwise, whether or not from time to time decreased or extinguished and later increased, created or incurred, and whether or not extended, modified, rearranged, restructured, refinanced, or replaced, including without limitation, modifications to interest rates or other payment terms of such debts, obligations, covenants or liabilities.

3. Security Interest Absolute. Borrower agrees that all rights of Lender and the security interests granted to Lender hereunder, shall be absolute and unconditional, irrespective of:

- (a) the failure of Lender or any holder of the any Obligations:
 - (i) to assert any claim or demand or to enforce any right or remedy against the Borrower or any other person or entity under the Obligations, or
 - (ii) to exercise any right or remedy against any guarantor of, or collateral securing, any Obligations;
- (b) any change in the time, manner or place of payment of, or in any other term of, all any of the Obligations or any other extension, compromise or renewal of any Obligations;
- (c) any reduction, limitation, impairment or termination of any Obligations for any reason, including any claim of waiver, release, surrender, alteration or compromise, and shall not be subject to (and Borrower hereby waives any right to or claim of) any defense or setoff, counterclaim, recoupment or termination whatsoever by reason of the invalidity, illegality, nongenuineness, irregularity, compromise, unenforceability of, or any other event or occurrence affecting, any Obligations or otherwise;
- (d) any amendment to, rescission, waiver, or other modification of, or any consent to departure from, any of the terms of any Obligations;
- (e) any addition, exchange, release, surrender or nonperfection of any collateral (including the Collateral), or any amendment to or waiver or release of or addition to or consent to departure from any guaranty, for any of the Obligations; or
- (f) any other circumstance which might otherwise constitute a defense available to, or a legal or equitable discharge of, the Borrower, any surety or any guarantor.

4. Borrower's Warranties And Representations. In addition to any representations and warranties of Borrower set forth in the Notes, which are incorporated herein by this reference, Borrower hereby warrants and represents that:

(a) Authority. It has full authority, and has completed all proceedings and obtained all approvals and consents necessary, to execute, deliver, and perform this Agreement and the transactions contemplated hereby;

(b) No Default or Lien. The execution, delivery, and performance of this Agreement will not contravene, or constitute a default under or result in a lien upon any property of Borrower pursuant to any applicable law or regulation or any contract, agreement, judgment, order, decree, or other instrument binding upon or affecting Borrower;

(c) Enforceability. This Agreement constitutes a legal, valid, and binding obligation of Borrower, enforceable in accordance with its terms except as enforceability may be limited by applicable bankruptcy, insolvency, fraudulent conveyance or similar laws affecting the enforcement of the Obligations or rights generally, or by equitable principles relating to enforceability (regardless of whether the application of such principles is considered in a proceeding in equity or at law). This Agreement grants to Lender a valid, enforceable lien on and security interest in the Collateral. There are no other financing statements or liens filed against the assets of Borrower;

(d) Ownership. It has rights in or the power to transfer the Collateral and its title to the Collateral is free and clear of all claims, interests, charges, options, liens, encumbrances and defects of title of any kind whatsoever;

(e) No Dispute. No material dispute, right of setoff, counterclaim or defenses exist as of the date hereof with respect to any of the Collateral, except as may be permitted under the Obligations;

(f) Location of Collateral. All Collateral consisting of goods is located in Michigan;

(g) Legal Name and State of Incorporation. The Borrower's exact legal name is as set forth in the first paragraph of this Agreement and Borrower is incorporated as a corporation in the State of Michigan; and

5. Borrower's Covenants. In addition to all covenants of Borrower set forth in any Obligations, which are incorporated herein by this reference, Borrower hereby agrees:

(a) Preservation of Collateral. Borrower shall, at its own expense, from time to time, replace and repair all parts of the Collateral as may be broken, worn, damaged or otherwise in need of repair (unless caused by ordinary wear and tear and obsolescence), and shall keep the Collateral in every respect in good working order and repair as applicable. Lender may cause necessary replacements and repairs to be made if not promptly or fully preformed by Borrower. The cost of replacements and repairs made by Lender and the cost

of necessary labor, supplies or parts furnished by Lender for use on or in connection with the Collateral shall be a lien thereon, secured by this Agreement and payable on demand with interest at the highest default rate set forth in the Obligations.

(b) Use Of Collateral. The Collateral will be used exclusively in connection with the conduct of Borrower's present business, unless Lender gives its written consent to another use.

(c) Possession of Collateral. Except in the ordinary course of Borrower's business or if otherwise permitted by this Agreement, Borrower will not sell, exchange, lease, encumber or pledge the Collateral, create any security interest therein (except that created by this Agreement), or otherwise dispose of the Collateral or any of Borrower's rights therein or under this Agreement without the prior written consent of Lender, which consent will not be unreasonably withheld, conditioned or delayed. Borrower will not permit any other security interest to attach to any of the Collateral, permit the Collateral to be levied upon under any legal process, or permit anything to be done that may impair the value of any of the Collateral or the security intended to be afforded by this Agreement.

(d) Inspection of Collateral. Lender shall have the right to inspect the Collateral at any time within normal business hours following reasonable written notice and to inspect Borrower's books and records with respect thereto.

(e) Location of Borrower's Business. Borrower will promptly notify Lender of any change of the state of its incorporation.

(f) Removal. The Collateral will be kept at Borrower's business premises and service locations in the State of Michigan, and shall not be removed therefrom without the written consent of Lender. So long as no Event of Default has occurred and is continuing, Borrower may, after not less than 30 days prior written notice to Lender and the execution, delivery and filing of all financing statements or amendments and other documents necessary to establish, continue and maintain a valid security interest in the Collateral, relocate Collateral within the United States. Removal of any of the Collateral by Borrower, or its agents, servants or employees in violation of this subsection, shall be deemed a willful taking, an unlawful conversion and a default under this Agreement. Use of the Collateral or the sale of any inventory in the regular and ordinary course of Borrower's business shall not constitute a prohibited removal of the Collateral for the purpose of this Agreement.

(g) Payment of Taxes, etc. Borrower shall pay promptly when due all taxes, assessments, charges, encumbrances and liens now or hereafter imposed upon or affecting any Collateral. In the event Borrower fails to pay those taxes, assessments, charges, encumbrances or liens on or before the tenth (10th) day following receipt of a written notice to pay from Lender, it shall be lawful for Lender to pay and discharge them, and the amounts expended by Lender in the payment or discharge of those taxes shall be a lien upon the

Collateral, secured by this Agreement and payable on demand with interest at the highest default rate set forth in the Obligations.

(b) Defense of Litigation. Borrower shall appear in and defend any action or proceeding that may affect its title to, or Lender's interest in, the Collateral.

(i) Insurance. Borrower shall keep the Collateral insured against loss and damage by casualty, theft and other perils under an "all risk" policy, and shall insure against public liability, under policies issued by insurance companies in the amounts (including deductibles) specified in the insurance certificate attached as Exhibit B, or if no exhibit is attached, as approved by Lender in compliance with the requirements of this Agreement. On or before October 1, 2001, Borrower shall deliver a copy of the insurance policy covering the Collateral together with an insurance certificate showing Lender as a loss payee thereunder as its interest may appear in accordance with a standard lender loss payee endorsement, copy of which shall be attached. In the event Borrower fails to pay insurance premiums on or before the tenth (10th) day following receipt of a written notice to pay from Lender, Lender may obtain the required insurance, and the premiums and expenses thereof shall be a lien on the Collateral, secured by this Agreement and payable on demand with interest at the highest default rate set forth in the Obligations.

(j) Compliance with Laws. Borrower shall comply with all laws, regulations, and ordinances relating to the possession, operation, maintenance, and control of the Collateral.

(k) Further Assurances. As soon as is commercially reasonable after written notice from Lender, Borrower shall, at its sole cost and expense, procure, execute, and deliver from time to time any endorsements, notifications, registrations, assignments, financing statements, certificates of title, copyright mortgages, assignments, or mortgages of patents, and other documents and instruments deemed necessary or appropriate by Lender to perfect, maintain, and protect its security interest in the Collateral hereunder and the priority thereof, and to take such other actions as Lender may request to protect the value of the Collateral and of Lender's security interest in the Collateral, including, without limitation, provision of assurances from third parties regarding Lender's access to, right to foreclose on or sell, Collateral and right to realize the practical benefits of such foreclosure and sale.

(l) Payment of Lender's Costs and Expenses. If Lender commences proceedings for the purpose of collecting any monies which may be secured in any way by this Agreement, or to recover, collect or protect its interest in the Collateral by reason of a default or breach by Borrower, Borrower agrees to pay Lender's reasonable attorneys' fees, additional advances and debts, and all costs, fees, charges and expenses in connection therewith; together with any and all disbursements incurred by Lender in connection with the collecting, taking, maintaining and disposing of the Collateral, including all premiums on bonds and undertakings, fees for public officers, custodians, auctioneers, charges for use and occupancy of premises and for electric current; all of which shall be a lien upon the

Collateral, secured by this Agreement and payable on demand with interest at the highest default rate set forth in the Obligations. Counsel fees and disbursements are in no event to affect, but are to be paid in addition to, any statutory court costs and disbursement.

(m) Delivery of Financial Statements. Borrower shall deliver to Lender, on or before the 15th day of every month in which any of the Obligations remain outstanding, (i) monthly financial statements, including a balance sheet and statement of operations, of Borrower prepared internally in accordance with generally accepted accounting principles, consistently applied, and certified by an officer of Borrower to be true, correct and complete in all material respects; (ii) current list of accounts payable and accounts receivable; (iii) such additional financial documentation as Lender may reasonably request. In addition, Borrower shall, upon reasonable notice, permit a representative of Lender to inspect the financial records of Borrower and make copies and abstracts of such records.

(n) Budget and Business Plan. Borrower shall prepare and deliver to Lender, within fifteen days after execution of this Agreement, a Business Plan showing Borrower's operational plan, budget and forecasts ("Plan") for the remainder of Borrower's current fiscal year. The Plan shall be updated for each subsequent fiscal year of Borrower and provided to Lender within thirty (30) days of the commencement of the fiscal year.

(o) Notice of Adverse Events. Borrower shall promptly notify lender of any actions, suits, proceedings or claims before any court, governmental department, or agency commenced or threatened against Borrower involving \$10,000 or more or which could otherwise affect the conduct of Borrower's business.

(p) Negative Covenants. Until all amounts owing under the Obligations are paid in full, Borrower covenants and agrees that it will not, without the prior written approval of Lender:

- (i) other than pursuant to a purchase money security interest for new assets, incur debt for borrowed money or grant a security interest in or lien upon any of its assets to any party;
- (ii) increase compensation to all officers of Borrower as a group (which Borrower represents is \$333,000 in the aggregate for base salary, plus up to 20% for annual bonus) by more than 10% per year;
- (iii) pay any dividends on its stock;
- (iv) acquire fixed assets or incur capital expenditures in excess of \$150,000, and

(v) extend loans (excluding providing credit in the ordinary course of business) to or guaranty indebtedness to any shareholder or officer of Borrower or any third party.

6. Application of Insurance Proceeds.

(a) Lender may retain and apply all insurance proceeds paid on account of any damage or injury to or destruction of the Collateral, or any portion thereof, to the reduction of the Obligations then outstanding. Any such reduction of the outstanding amount of the Obligations resulting from the application by Lender of any insurance proceeds to Obligations shall be deemed to take effect only on the date of Lender's actual receipt of such insurance proceeds and its application of same against the Obligations then outstanding. If, prior to the receipt by Lender of any insurance proceeds, the Collateral or any portion thereof shall have been sold by foreclosure or other enforcement of this Agreement, Lender shall have the right to receive insurance proceeds to the extent of any deficiency found to be due upon such sale or other enforcement. Anything contained in this Agreement to the contrary notwithstanding, Lender shall not be deemed to be trustee or other fiduciary with respect to its receipt of any insurance proceeds.

(b) Lender may elect, at its sole option, to receive all such insurance proceeds, and to impose reasonable and customary conditions on the disbursement of such insurance proceeds to the Borrower for the sole purpose of the Borrower's repair, replacement or restoration of the Collateral. Borrower covenants thereafter to continue diligently to complete such repair, replacement or restoration. It is understood and agreed that Lender shall have no obligation whatsoever to see to the proper application of any such insurance proceeds so paid to Borrower notwithstanding any damage to, or destruction of, or injury to the Collateral or any portion thereof by fire or other casualty and, notwithstanding the receipt of any insurance proceeds by Lender hereunder, all payments due and payable under the Obligations shall continue to be paid according to the terms thereof. Any insurance proceeds remaining in Lender's possessions after completion of such repair, replacement or restoration shall be retained by Lender and applied to the reduction of the Obligations then outstanding in the manner provided under the Obligations.

7. Default. A default under this Agreement shall be deemed to exist upon the occurrence of any of the following (an "Event of Default"):

(a) Default Under Obligations. An Event of Default occurs and continues under the Obligations;

(b) Misrepresentation By Borrower. Any representation or warranty by Borrower hereunder, shall be inaccurate or incomplete in any material respect; or

(c) Breach of Covenant. The material non-compliance or nonperformance of, any of Borrower's covenants or agreements under the Obligations or this Agreement;

8. Remedies. Upon the occurrence of any such Event of Default, Lender may, at its option, and without notice to or demand on Borrower and in addition to all rights and remedies available to Lender under the Obligations, at law, in equity, or otherwise, do any one or more of the following:

(a) General Enforcement. Foreclose or otherwise enforce Lender's security interest in any manner permitted by law, or provided for in this Agreement.

(b) Sale, etc. Sell, lease, or otherwise dispose of any Collateral at one or more public or private sales at Lender's place of business or any other place or places, whether or not such Collateral is present at the place of sale, on such terms and in such manner as Lender may determine. Lender may comply with any applicable state or federal law requirements in connection with a disposition of the Collateral and compliance will not be deemed to adversely affect the commercial reasonableness of any sale of the Collateral.

(c) Assembly of Collateral. Require Borrower to assemble the Collateral and make it available to Lender or a third party to be designated by Lender.

(d) Take Possession of Collateral. Enter onto property where any Collateral is located and take possession thereof with or without judicial process.

(e) Preparation of Collateral for Sale. If Lender shall reasonably determine that preparation of the Collateral for sale is appropriate taking into account the Lender's risk of not being able to collect the preparation costs from the proceeds of sale, store, process, repair or recondition it or otherwise prepare it for disposition in any manner and to the extent Lender deems appropriate and in connection with such preparation and disposition, without charge, use any trademark, tradename, copyright, patent, or technical process used by Borrower.

(f) Manner of Sale. Borrower shall be given ten (10) business days prior notice of the time and place of any public sale or of the time after which any private sale or other intended disposition of Collateral is to be made, which notice Borrower hereby agrees shall be deemed reasonable notice thereof. Lender may sell the Collateral without giving any warranties as to the Collateral and may specifically disclaim any warranties of title or the like. If Lender sells any of the Collateral upon credit, Borrower will be credited only with payments actually made by the purchaser, received by the Lender and applied to the Obligations. In the event the purchaser fails to pay for the Collateral, Lender may resell the Collateral and Borrower shall be credited with the proceeds of the sale.

(g) Delivery to and Rights of Purchaser. Upon any sale or other disposition pursuant to this Agreement, Lender shall have the right to deliver, assign, and transfer to the purchaser thereof the Collateral or portion thereof so sold or disposed of. Each purchaser at any such sale or other disposition (including Lender) shall hold the Collateral free from any claim or right of whatever kind, including any equity or rights of redemption of Borrower and

Borrower specifically waives (to the extent permitted by law) all rights of redemption, stay or appraisal which it has or may have under any rule of law or statute now existing or hereafter adopted.

(b) Application of Proceeds from Sale. Out of the monies arising from the sale and/or collection of the Collateral, Lender shall retain any and all sums then owing to Lender under the Obligations or this Agreement, including all additional advances and debts, and all costs, fees, charges and expenses in connection therewith, with interest, including reasonable attorneys' fees, disbursements, premiums on bonds, custodians' fees, fees of public officers, auctioneer's fees, plus advertising and labor, disbursements for use and occupancy of premises and any and all other disbursements made by the Lender in connection with the taking, maintaining, storage and disposing of the Collateral, tendering the excess (if any) to Borrower or its successors or assigns. If for any reason the Collateral shall fail to satisfy all of the foregoing items, Borrower shall pay to Lender the resulting deficiency upon demand.

9. Cumulative Rights. The rights, powers, and remedies of Lender under this Agreement shall be in addition to all rights, powers, and remedies given to Lender by virtue of any statute or rule of law, the Obligations or any other agreement, all of which rights, powers, and remedies shall be cumulative and may be exercised successively or concurrently without impairing Lender's security interest in the Collateral.

10. Waiver By Borrower. If Lender shall at any time obtain or be entitled to possession of any of the Collateral, either with or without legal process, it shall not be necessary for Lender to remove it from Borrower's premises. Borrower hereby authorizes and empowers Lender to keep the Collateral in Borrower's place of business, and to remove any locks thereon and put Lender's own lock on those premises or on any other premises where the Collateral may be located until five days after the sale of the Collateral sold from those premises. To the extent permitted by law, Borrower waives any and all claims of any nature, kind or description which it has or may claim to have against Lender or its representatives, by reason of taking possession, selling or collecting the Collateral. Borrower expressly waives the right to a jury trial in any action or proceeding between the parties.

11. Waiver Of Breach. The acceptance of any partial payment by Lender after maturity, or the waiver of any breach or default, shall not constitute a waiver of any other or subsequent breach or default or prevent Lender from immediately pursuing any or all its remedies hereunder, or under any other document providing additional security to Lender.

12. Termination. This Agreement (including, without limitation, Section 3 hereof) shall terminate upon payment in full of the Obligations. Upon such termination the Lender shall terminate the UCC financing statements filed against Borrower in accordance with Section 9-513(c) of the applicable jurisdiction's Uniform Commercial Code and assign, transfer and deliver without recourse and without warranty to the Borrower any Collateral previously delivered to the Lender (and any property received in respect thereof) as has not theretofore been sold or otherwise applied pursuant to the provisions of this Agreement; provided however, that this Agreement shall be automatically reinstated effective as of the original date of execution of this Agreement, if at any time payment, in whole or in part, of any of the Obligations is reduced, rescinded or must otherwise be restored or returned by the Lender for any reason whatsoever, including the bankruptcy, insolvency, dissolution, liquidation or reorganization of the Borrower or upon or as a result of the appointment of a custodian, receiver, trustee or other officer with similar powers with respect to Borrower the Borrower or any of its property or otherwise.

13. Miscellaneous Provisions.

(a) Binding Effect. This Agreement shall bind and inure to the benefit of Borrower and Lender and their respective successors and assigns.

(b) Entire Agreement. This Agreement constitutes the entire agreement of Borrower and Lender with respect to the subject matter hereof and thereof, superseding all prior and contemporaneous negotiations, agreements and understandings whether written or oral.

(c) Modification. This Agreement may be amended only by a written instrument executed by both the Borrower and the Lender.

(d) Governing Law. This Agreement shall be governed by and construed in accordance with the internal laws of the State of Michigan without regard to conflicts of laws principles.

Executed on the day and year set forth above.

PROTEOMIC RESEARCH SERVICES, INC.
a Michigan corporation

By: 

Ricky D. Edmondson
Its President

EXHIBIT A

THE COLLATERAL

The Collateral covered by this Agreement shall consist of all of the assets described below which Borrower now owns or shall hereafter acquire or create, immediately upon the acquisition or creation thereof. Enumeration of specific items within general types of Collateral is for the purpose of convenient reference and illustration and shall not limit the scope of the security interest created under this Agreement.

1. Accounts, etc. All present and future accounts, and other rights of Borrower to the payment of money no matter how evidenced, all chattel paper, instruments, and other writings evidencing any such rights, and all goods repossessed or returned in connection therewith.

2. Inventory. All inventory of Borrower, now owned or hereafter acquired, and all raw materials, works in process, materials used or consumed in Borrower's business and finished goods, together with all additions and accessions thereto and replacements thereof, and products thereof.

3. Equipment. All equipment, now owned or hereafter acquired, including, but not limited to, all machinery, tools, dies, blueprints, furniture, furnishings, and fixtures, including all accessions, parts attached thereto or used or intended to be used in connection therewith, and all substitutions of, improvements to and replacements of, as well as all additions to, all of the foregoing, whether now owned or hereafter acquired by Borrower.

4. Computer Equipment.

(a) Computer Hardware. All computer and other electronic data processing hardware, integrated computer systems, central processing units, memory units, display terminals, printers, features, computer elements, card readers, tape drives, hard and soft disk drives, cables, electrical supply hardware, generators, power equalizers, accessories and all peripheral devices and other related computer hardware.

(b) Computer Software. All software programs (including both source code and object code and all related applications and data files) whether now owned, licensed or leased or hereafter acquired by Borrower, designed for use on the computers and electronic data processing hardware described in clause 4(a) above.

5. Documents and Instruments. All documents and instruments of Borrower, now owned or hereafter acquired.

6. Deposit Accounts. All deposit accounts, now existing or hereafter arising, maintained in Borrower's name with any financial institution and any and all funds at any time held therein.

7. Property in Lender's Possession. Any and all deposits or other sums at any time due from Lender to Borrower and any and all instruments, documents, policies and certificates of insurance, securities, goods, accounts receivable, choses in action, chattel paper, cash, property and the proceeds thereof (whether or not the same are Collateral or proceeds thereof hereunder) owned by Borrower or in which Borrower has an interest, which are now or at any time hereafter in possession or control of Lender or in transit by mail or carrier to or from Lender or in possession of any third party acting on Lender's behalf, without regard to whether Lender received the same in pledge, for safekeeping, as agent for collection or transmission or otherwise, or whether Lender has conditionally released the same (excluding, nevertheless, any of the foregoing assets of Borrower which are now or at any time hereafter in possession or control of Lender under any written trust agreement wherein Lender is trustee and Borrower is trustor) shall be Collateral.

8. General Intangibles, etc. All now existing or hereafter acquired general intangibles of every nature, all permits, regulatory approvals, mask works, good will, licenses, and all other intellectual property owned by Borrower or used in Borrower's business, including, but not limited to:

(a) Copyrights. All copyrights and applications for registration, whether pending or in preparation, all copyright mask work licenses, the right to sue for past, present and future infringements of any thereof, all rights corresponding thereof throughout the world, all extensions and renewals of any thereof and all proceeds of the foregoing, including, without limitation, licenses, royalties, income, payments, claims, damages and proceeds of suit.

(b) Patents. All letters patent and applications for letters patent throughout the world, including all patent applications in preparation for filing anywhere in the world, all patent licenses, all reissues, divisions, continuations, continuations-in-part, extensions, renewals and reexaminations of any of the foregoing, all proceeds of, and rights associated with, the foregoing (including license royalties and proceeds of infringement suits), the right to sue third parties for past, present and future infringements of any patent or patent application, and for breach or enforcement of any patent license, and all rights corresponding thereto throughout the world.

(c) Trademarks. All trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, certification marks, collective marks, logos, other source of business identifiers, prints and labels on which any of the foregoing have appeared or appear, designs and general intangibles of a like nature, now existing in the world or hereafter adopted or acquired, whether currently in use or not, all registrations and recordings thereof and all applications in connection therewith, whether pending or in preparation for filing, including registrations, recordings and

application in the United States Patent and Trademark Office or in any office or agency of the United States or any State thereof or any foreign country, all trademark licenses, reissues, extensions or renewals of any of the foregoing, all proceeds of, and rights associated with, the foregoing, including any claim by Borrower against third parties for past, present or future infringement or dilution of any trademark, trademark registration or trademark license, or for any injury to the goodwill associated with the use of any such trademark or for breach or enforcement of any trademark license.

(d) Trade Secrets. All common law and statutory trade secrets and all other confidential or proprietary or useful information and all know-how obtained by or used in or contemplated at any time for use in the business of Borrower, including all documents and things embodying, incorporating or referring in any way to such trade secret, and including the right to sue for and to enjoin and to collect damages for the actual or threatened misappropriation of any trade secret and for the breach or enforcement of any such trade secret.

9. Books and Records. All now existing and hereafter acquired books and records relating to the foregoing Collateral and all equipment containing such books and records (including, without limitation, computer data and storage media).

10. Proceeds. All proceeds of the foregoing Collateral. For purposes of this Agreement, the term "proceeds" includes whatever is receivable or received when Collateral or proceeds is sold, collected, exchanged, or otherwise disposed of, whether such disposition is voluntary or involuntary, and includes, without limitation, all rights to payment, including return premiums, with respect to any insurance relating thereto.

**FIRST AMENDMENT
TO
SECURITY AGREEMENT**

This First Amendment to Security Agreement ("First Amendment") is made this 30th day of September, 2001 by and between PROTEOMIC RESEARCH SERVICES, INC., a Michigan corporation ("Borrower"), and GENOMIC SOLUTIONS, INC., a Delaware corporation ("Lender").

RECITALS

A. Lender and Borrower entered into a Security Agreement dated September 26, 2001 ("Security Agreement") with respect to all existing and thereafter acquired personal property of Borrower.

B. Among other things, the Security Agreement secured obligations under a certain Promissory Note (Equipment) dated September 26, 2001 in the original principal amount of \$494,500 (the, "Existing Indebtedness").

C. Lender has agreed to extend additional loans to Borrower as evidenced by a Promissory Note (Line of Credit) of even date in the original principal amount of \$193,384.11 and a Promissory Note (Service Assets) of even date in the original principal amount of \$510,000 (collectively, the "Additional Indebtedness").

D. A portion of the Additional Indebtedness arises from the Lender's purchase money financing of additional assets purchased by Borrower from Lender (the, "After Acquired Assets") as evidenced by a Bill of Sale of even date.

E. Lender and Borrower are parties to a Sublease Agreement of even date and a Service and Pricing Agreement of even date whereby Borrower agrees, among other things, to (i) pay certain amounts to Lender, (ii) perform certain duties for the benefit of Lender and (iii) not compete with Lender (undertakings pursuant to such documents are collectively, the "Additional Obligations").

F. The extension of the Additional Indebtedness to Borrower and the execution by the parties of the documents of even date are subject to certain conditions. Lender and Borrower desire to amend and clarify the Security Agreement to reflect such conditions.

NOW, THEREFORE, in consideration of the mutual covenants, conditions, and provisions as hereinafter set forth, the parties hereto agree as follows:

1. The following subsection 5(q) is hereby added to the Security Agreement:

"(q) Change in Ownership. Without the prior written consent of Lender, Borrower will not enter into a transaction which results in one person or entity who is not currently a shareholder of Borrower owning or controlling more than fifty percent (50%) of the voting power of Borrower."

2. The parties acknowledge and confirm that:

- (a) the definition of "Obligations" as contained in Section 2 of the Security Agreement also includes the Additional Indebtedness and the Additional Obligations;
- (b) the definition of "Collateral" as contained in Section 1 of the Security Agreement also includes the After Acquired Assets; and
- (c) the Existing Indebtedness, Additional Indebtedness and Additional Obligations are secured by the existing and hereafter acquired personal property of Borrower, including the After Acquired Assets, in accordance with the terms of the Security Agreement.

3. All information provided to Lender from Borrower under this Agreement shall be kept confidential by Lender pursuant to the terms and conditions of the Service and Pricing Agreement, dated September 30, 2001, entered into by Borrower and Lender.

4. Except as amended hereby, the Security Agreement remains in full force and effect.

IN WITNESS WHEREOF, the parties hereto have caused this First Amendment to be executed and delivered on the date first hereinabove set forth.

BORROWER:

PROTEOMIC RESEARCH SERVICES, INC.
a Michigan corporation

By: _____

Ricky D. Edmundson

Its: President

LENDER:

GENOMIC SOLUTION, INC.,
a Delaware corporation

By: _____

Gary A. Kendra

Its: Executive Vice President
and General Counsel

Second Amendment to Security Agreement

This Second Amendment to Security Agreement is made as of this 1st day of June, 2003, by and between Proteomic Research Services, Inc., a Michigan corporation ("Borrower") and Genomic Solutions Inc., a Delaware corporation ("Lender").

Recitals

- A. Borrower and Lender entered into a Security Agreement dated September 26, 2003, as amended by a First Amendment to Security Agreement dated September 30, 2003.
- B. The Security Agreement secures the indebtedness of Borrower to Lender under the following promissory notes (the "Original Notes"):
 - 1. Promissory Note (Equipment) in the original principal amount of \$494,500.00 dated September 26, 2001;
 - 2. Promissory Note (Line of Credit) in the original principal amount of up to \$194,384.11 dated September 30, 2001; and
 - 3. Promissory Note (Services Assets) in the original principal amount of \$510,000 dated September 30, 2001.
- C. The Original Notes have been amended, restated and replaced by a certain single Amended and Restated Promissory Note in the principal amount of 1,149,548.99 dated June 1, 2003 (the "Amended Note")
- D. The parties desire to further amend the Security Agreement by adoption of this Second Amendment to Security Agreement.

NOW, THEREFORE, Borrower and Lender agree as follows (all capitalized terms not defined herein shall have the meaning set forth in the Security Agreement):

- 1. Amended Note. For purposes of the Security Agreement, all references to the "Note" shall mean the Amended Note dated June 1, 2003 in the principal amount of \$1,149,548.99. The Amended Note shall be included in the Obligations secured by the Security Agreement.
- 2. Release of Assets from Security Interest. Lender shall, upon the request of Borrower, release certain assets of Borrower from the Security Agreement and from the Collateral securing the Obligations under the Security Agreement. Borrower shall not be permitted to request and receive a release of Lender's security interest in particular assets of Borrower more than once during any 6 month period commencing on the date of this Note. Releases shall be available for those assets identified on Schedule A attached at such point in time that Borrower has paid to Lender, principal payments corresponding with the "Release Payment Amount" with respect to each asset identified on

Schedule A. Principal payments may only be applied against the asset sought to be released. No assets shall be released from the Security Agreement during any period during which there exists a default under the Note or the Security Agreement. Lender shall provide Borrower with a UCC-3 Termination Statement providing for a partial release of Collateral released pursuant to this paragraph and such other documents as may be reasonably necessary to reflect the release of such assets from the Lender's security interest in the Collateral.

3. Effect of Amendment. Except as provided above, all other terms and conditions of the Security Agreement shall remain in full force and effect without modification.

IN WITNESS WHEREOF, Borrower and Lender have executed this Second Amendment to Security Agreement as of this 1st day of June, 2003.

Proteomic Research Services, Inc.

By: 

Michael Pisano

Its President

Genomic Solutions Inc.

By: 

Jeffrey S. Williams

Its President

Schedule A

<u>Asset Subject to Release</u>	<u>Release Payment Amount</u>
ABI Maldi-STR Mass Spectrometer	\$272,822.00
Micromas Q-ToF2 Mass Spectrometer	237,178.00
Investigator ProPic Protein Workstation	105,037.50
ProExpress Proteomic Imaging System	70,300.68
Investigator ProGest & Investigator ProMS Maldi Preparation Station	79,398.35
Radars Proteomic Software & 3 Seat	
Investigator HT Analyzer 2.1 Software	155,396.63
Gel Rigs	81,366.84

Schedule 3.5
2006 Asset Purchase Agreement

ASSET PURCHASE AGREEMENT

This Asset Purchase Agreement ("Agreement") is made effective as of April 19, 2006 between Genomic Solutions Inc., a Delaware corporation ("GNSL") and Proteomic Research Services, Inc., a Michigan corporation ("PRS").

RECITALS:

A. GNSL owns certain assets and inventory related to the manufacture and sale of chemicals and reagents used in life sciences research.

B. PRS desires to purchase from GNSL, and GNSL desires to sell to PRS, the assets and inventory related to GNSL's business of selling chemicals and reagents for life sciences research (the "Business") on the terms of and subject to the conditions of this Agreement.

In consideration of the promises and agreements set forth below, GNSL and PRS agree as follows.

1. Assets Being Sold to PRS.

1.1 Sale of Assets. GNSL hereby sells, transfers, assigns and delivers to PRS, and PRS hereby purchases from GNSL, all of the following assets (the "Assets"):

- a) All assets and personal property used by GNSL in connection with the Business as identified on Exhibit A attached (the "Personal Property").
- b) All inventory used by GNSL in connection with the Business as identified on Exhibit B attached, including supplies, reagents and finished goods (the "Inventory").
- c) All open contracts and purchase orders from customers for chemicals and reagents as identified on Exhibit C attached ("Purchase Orders").
- d) All paperwork and documentation necessary for PRS to operate the Business, including recipes and formulas used in the production of chemicals and reagents, customer lists, material data safety sheets and marketing materials and customer and other data, files and lists, provided, that notwithstanding the transfer of customer lists, GNSL and its affiliates shall be permitted to retain a copy of such customer lists for purposes of selling other products of GNSL and its affiliates to such customers.

2. Purchase Price and Payment.

2.1 Purchase Price. The purchase price for the Assets shall be \$39,286.16 (the "Purchase Price").

2.2 Payment of Purchase Price. The Purchase Price shall be paid as follows:

2.2.1 Within 30 days after the end of each calendar quarter, commencing June 30, 2006, PRS shall determine the amount of Inventory sold by PRS to customers or used by PRS in connection with its business operations, which amount shall be set forth in a report prepared and certified by PRS and delivered to GNSL (the "Inventory Usage Report").

2.2.2 Concurrently with the delivery of the Inventory Usage Report, PRS shall pay to GNSL an amount determined by multiplying the inventory used or sold for such calendar quarter by PRS by the standard cost of such inventory as set forth in Exhibit B.

2.2.3 The payments under Section 2.2.2 shall continue until all purchased Inventory is disposed of or deleted and the Purchase Price is paid in full.

2.2.4 Notwithstanding anything to the contrary in this Section, PRS shall be permitted to pay the outstanding Purchase Price in full at any time.

3. Liabilities. PRS shall not assume or pay any liabilities of GNSL of any kind or nature whatsoever, except that PRS shall be responsible for future performance and fulfillment under Purchase Orders transferred to PRS. GNSL shall defend, indemnify and hold PRS harmless from any claims relating to the operation of the Business or the sale, distribution or use of the Assets prior to the effective date of this Agreement. GNSL shall not be liable for, and PRS will hold defend, indemnify and hold GNSL harmless from, any claims arising after the effective date of this Agreement relating to the sale, distribution or use of the Assets or operation of the Business by PRS.

4. Representations and Warranties of GNSL. GNSL represents and warrants to PRS the following:

- 4.1 Absence of Conflicting Agreements or Required Consents. The execution and consummation of the terms of this Agreement is not prohibited by and will not conflict with, breach or cause an event of default under any obligations of the GNSL.
- 4.2 Title. GNSL owns all Assets being transferred, free of any liens or encumbrances. All Assets are being transferred "AS IS".
- 4.3 Agreements. GNSL is not a party to any written agreements, contracts or commitments with respect to the Assets, except for the Purchase Orders.

5. License to Duracryl® Trademark

- 5.1 License. GNSL hereby grants to PRS, the perpetual, exclusive worldwide right and license to use the GNSL trademark "Duracryl®" in connection with the labeling, advertising, promotion and sale of pre-cast gels manufactured and distributed by PRS and its affiliates. PRS recognizes that the trademark Duracryl® belongs exclusively to GNSL subject to the license herein and that notwithstanding such license, GNSL shall be permitted to use the Duracryl® trademark in connection with the resale of Duracryl® product purchased from PRS. PRS agrees to maintain the reputation and prestige of the Duracryl® trademark and shall avoid tarnishing or impairing the value of such trademark. PRS agrees not to register the Duracryl® trademark or any similar mark in any territory so long as this license is in effect and shall notify GNSL if it becomes aware of any actual or potential infringement of the Duracryl® trademark. PRS agrees that all good shipped under the Duracryl® mark shall be of high quality so as not to impair the value of the mark.
- 5.2 License Termination. The license granted in Section 5.1 shall be perpetual, provided, that in the event that PRS ceases sale and marketing of pre-cast gels under the Duracryl® mark for a period of twelve consecutive months, such license shall terminate.
- 5.3 Royalty. In exchange for the license granted to PRS in this Section 5, PRS agrees to pay to GNSL, a royalty of five (5%) percent of the net sales revenue of products sold under the Duracryl® mark (less taxes, shipping, returns and allowances) by PRS for a period of five (5) years from the effective date of this Agreement. Payment of royalties shall be made within thirty days after the end of each calendar quarter based on the amount of net sales revenue from Duracryl® products collected by PRS during such calendar quarter.

6. IPG Strips

6.1 Know-How Transfer. GNSL agrees to transfer to PRS, all technical know-how and documentation developed by GNSL in connection with the manufacture and use of IPG strips for protein analysis. In the event that PRS shall at any time develop an IPG strip product which uses or relies on the technical know how and documentation transferred herein (an "IPG Strip Product"), PRS shall pay to GNSL a royalty as provided in Section 6.2.

6.2 Royalty. In exchange for the know-how transfer granted to PRS in this Section 6, PRS shall pay to GNSL, a royalty of five (5%) percent of the net sales revenue of IPG Strip Products (less taxes, shipping, returns and allowances) generated by PRS during the five (5) year period commencing on the date of this Agreement. Payment of royalties shall be made within thirty days after the end of each calendar quarter based on the amount of net sales revenue from IPG Strip Products collected during such calendar quarter.

6.3 Intellectual Property. GNSL makes no representations regarding the intellectual property associated with the IPG strip know how and documentation. PRS shall be permitted to pursue patent or other intellectual property for such know-how and documentation at its sole cost and expense.

7. Manufacture and Supply: GNSL Leads.

7.1 Supply Requirement. From and after the date of this Agreement, PRS shall be solely responsible for the manufacture and supply of all chemicals, reagents and consumables identified on Exhibit D (the "PRS Products"). PRS agrees to offer and supply all of the PRS Products identified on Exhibit D for a period of at least five years unless a shorter period is agreed to by GNSL.

7.2 Non-Competition. GNSL agrees that so long as PRS is supplying PRS Products, it shall not directly engage in the manufacture of any products that are the same as, or are substitutes for, the PRS Products.

7.3 Catalogue. PRS will, within 90 days following the date of this Agreement, develop a catalog for the PRS Products and services. PRS shall provide GNSL with a reasonable quantity of such catalog for distribution to GNSL customers and prospects. PRS acknowledges that GNSL will use such catalog to promote the sale of PRS products and services at the same time as promoting products, instruments and devices manufactured or distributed by GNSL.

7.4 Lead Generation: Commission. In connection with its business and sales activities, PRS will attempt to generate leads for prospective purchasers of GNSL instruments and devices and will speak favorably of and recommend GNSL instruments and devices to potential customers. All leads will be passed on to the GNSL Director of North American Sales or such other party as GNSL shall direct. GNSL shall pay to PRS, a referral fee of one (1%) percent of the net revenue resulting from sales of GNSL instruments and devices (less taxes, shipping, returns and allowances) to customers procured by GNSL based on leads provided by PRS. Such payment shall be made within thirty (30) days after GNSL receives full payment from the customer. The foregoing shall not apply to sales to current GNSL customers or leads procured by GNSL directly or from other third parties.

8. Sales to Scie-Plas and GNSL

8.1 Supply; Discount. PRS agrees to supply Scie-Plas, Ltd., an affiliate of GNSL located in Warwickshire, United Kingdom, with PRS Products for a period of five (5) years from the date of this Agreement at a discount of 25% off of PRS then current U.S. list price for such PRS Products. In addition, PRS shall provide GNSL with PRS Products for internal usage at a discount of 25% off of the then current U.S. list price for such PRS Products.

9. Termination of SubLease.

9.1 PRS and GNSL agree that the Sublease between the parties for the space located at 4401 Varsity Drive, Ann Arbor, Michigan shall be terminated concurrently with the execution of this Agreement. Rent for the month of April shall be prorated based on the number of days of occupancy by GNSL prior to termination, which rent shall be paid on or before May 1, 2006.

10. Miscellaneous.

10.1 Bill of Sale and Assignment. This Agreement shall serve to transfer title to PRS and act as a Bill of Sale and Assignment.

10.2 Entire Agreement. This Agreement and the supporting agreements and all related documentation embody the entire Agreement and understanding of the parties and supersedes any and all prior agreements. This Agreement may only be amended in writing executed by all parties. Notwithstanding the foregoing, the parties acknowledge that the existing Promissory Note and Security Agreement from PRS to GNSL and the outstanding indebtedness

thereunder shall remain in effect in accordance with their respective terms. PRS agrees that the Assets purchased herein shall be considered additional collateral under the aforesaid Security Agreement but that PRS shall be entitled to sell and dispose of such assets in the ordinary course of its business.

10.3 Partial Invalidity. In the event that any portion of this Agreement should be invalid under applicable existing law, then such portions are to be modified in the letter and spirit of this Agreement to the extent permitted by applicable law so as to be rendered valid.

10.4 Assignment. PRS or GNSL shall be permitted to assign this Agreement in connection with a sale of all or a substantial portion of its business and assets provided that the other party is notified of such assignment and the assignee agrees to be bound by all terms and conditions of this Agreement.

10.5 Binding Effect. This agreement shall be binding on the parties hereto and their respective successors and assigns.

10.6 Governing Law. This agreement shall be governed in all respects by the laws of the State of Michigan.

Signatures on next page

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

WITNESS:

Genomic Solutions, Inc.

By: Dan A. [Signature]

Its: President

"GNBL"

Proteomic Research Services, Inc.

By: M. [Signature]

Its: President

"PRS"

EXHIBIT A - Personal Property

Item	Manufacturer / Model	Qty
Gel Lab		
PC	Compaq Deskpro	1
Printer	HP Laserjet 2100 M	1
Fridge/Freezer Combination		1
Oven, up to ~ 60C	VWR	1
Centrifuge	Eppendorf / S415C	1
Water Bath	VWR	1
Sealer	AJE	2
pH Meter	VWR / Model 8000	1
pH Meter	Fisher Scientific / AB15	1
Vacuum pump	Millipore	3
Shaker	VWR	1
Mini Vortexer		1
Peristaltic Pump	Pharmacia / P-3	1
Peristaltic Pump	Merck Masterflex	3
Magnetic Stirrer		4
Fine Balance	Mettler Toledo AJ 100	
Balance	Mettler Toledo PG 2002-S (2.1 kg max)	
Monorail Cutter	Rotabrim	1
Cutting Board	Boston 2615	1
11-Gel Casting Box		8
Gel casting equipment:		
2-D Casting Cylinder		
Tubing with pinch clamp		
Acrylic slabs		
Rubber slabs		
Acetate sheets		
Small Level		
Graduated Cylinders		
Side-Arm Flask		
Pipettes		
IPG-strip manufacturing equipment:		

00800058 Glass Plates

00704326 Rain X, Water Repellent

Filter paper

00704167 IPG Casting Gasket

00704330 Plastic Sheet

Metal Clamps - for plates

Graduated Cylinders glass 50mL
 00704329 Female Threaded Fitting
 Gradient Mixer
 Rainin Tubing w/male luer w/lock nut
 Pippettors, Tips, Pippettes 5mL to 20uL
 Plastic Trays
 00704166 Glass Plate w/drilled hole
 Kim Wipes or lint free wipes
 Ethanol
 00703985 Gel Band
 Roller
 Small Stir bars
 Scissors & Tube Clamps
 00703210 Kapton 1/4 Amber Tape
 Stir Stick
 Gloves (Powder free)

Assorted Glass Lab Ware		
Assorted Plastic Lab Ware		
Manual Pipettes		~10
Small Lab Tools (e.g. magnetic stir bars)		N/A
Metal Wire Shelf (drying rack casting boxes)	4 racks	1
Gel cast prep tables (now in D. Lab)		2
General Lab		
Internet Hub		1
PC	Dell OptiPlex GXa	1
Scanner	UMAX PowerLook II	1
Label printer w/ PC	Bradyprinter THT 200M w/ one Dell PC	2
Typewriter	AEG Olympic XL501	1
Freezer	-70C	1
2D System w/ 2 PWS and 2 pHasers	GSI	1
High Power Mixer/Heater	Thermolyne Cimarec 3	1
Orbital Shaker	VWR	1
Conductivity Meter		1
Balance	Mettler Toledo SG16001, < 16 kg	1
Balance	Mettler Toledo PG 5002-S, < 5.1 kg	1
Peristaltic Pump	Masterflex MP and L/S	2
Vacuum pump		2
Heating Element	Milwaukee Heating	1
Deionizer	Chapman VSE 3000	1
Portable Flow Hood		1

Large Duracryl pressure vessel ~ 20 Gallons?	Alloy Products Corp., 110 psi max, W.P. 00F, min. temp. - 20F	1
Small pressure vessel	7 Gallons	1

Duracryl manufacturing equipment (as in SOP):

Stainless steel stir prop

Air mixing motor

Teflon paddle

10 L volumetric flask

4 L graduated cylinder

Milli-Q ion exchange cartridge

Cartridge housing and head assy

100 L poly tank

Transfer pump

Plastic Scoop

47 mm Prefilter housing

Disposable pipettes

Nitrogen tank

4 L beaker

Tables	Metal base with plastic top and 3 drawers	10
Desk	Plastic, 5 drawers	3
File Cabinet	Metal, 5 shelves	1
Shelf	industrial strength, metal and wood	3
Shelf	Chrome metal, 4 racks	1
Shelf	Chrome metal, 4 racks	1
Shelf	Metal w/ wheels, 4 racks	1
Shelf	Metal, 4 racks	1
Office		
PC	Compaq Deskpro w/ Gateway monitor	1
Printer	HP Laserjet 2100TN	1
Desk	Metal/wood w/ 5 drawers	1
Table w/ cabinets underneath (credenza)	Metal/wood, 4 drawers, 1 cabinet	1
Filing cabinet	Metal, 5 racks	1
Shelf	Plastic	1
Cabinet	Plastic	1
Storage Area Upstairs		

Conveyor System	Metal	1
Shelf	Metal, 9 racks	2
Storage Drawers	No lid, blue or red plastic, front half-way open, stackable	~ 30
Garage		
Flammable Cabinet	Justrite, metal	1
Shelf	Industrial strength, metal and wood	2
Shelf	Industrial strength, metal and wood	1
Loft w/ Rail	Industrial strength, metal	1
Walk-in Cooler		
Shelf	Industrial strength, metal and wood, 6 racks	3
Shelf	Industrial strength, metal and wood, 6 racks	9
Shelf	Industrial strength, metal and wood, 6 racks	2
Shelf	Metal, chrome	1
Room next to Shipping Area		
Acid Cabinet		1
Shelf	Industrial strength, metal and wood, 6 racks	2
Shipping Area		
Printer	HP Laserjet 1100A	1
Fax	Brother Intellifax	1
Freezer	-20C	1
Freezer	-80C, for dry ice	1
Hand Taper		2
Peanut funnel		1
Shelf	Industrial strength, metal and wood, 6 racks	2
Shelf	Industrial strength, metal and wood, 6 racks	3

Shelf	industrial strength, metal and wood, 6 racks	1
Shelf	Metal Wire, w/ wheels, 4 racks	1
Shelf	Plastic, w/ wheels, 5 racks	1
Shelf	Wood, 4 racks	1
Packing Tables	Metal/wood	3
Table	Wood / metal	1
File Cabinet	Metal, 2 drawers	2
Miscellaneous Mobile Equipment		
Hand Hydraulic Pallet Truck	Dayton	1
Truck w/o belt		1
Carts	Metal and plastic	~ 8
Step Ladder with Rail	Metal w/ wheels, 3 steps	2
Ladder	Metal	1
Lab Chair w/ wheels		6
Lab Stool w/ wheels		1
Desk Chairs		3
Large Waste Bins		~5

EXHIBIT B - Inventory and Values

Part Number	Description	Unit	Net Price	Netable Price	Net Value
701835	LABEL 2 X3, USE ONLY	EA	1,185.00	82.88	0.88
702508	VIAL SNAP CAP POLYETHY-	EA	656.88	400.60	0.61
702523	GLASS CAPILLARY TUBE	LB	11.00	2,505.38	227.78
702533	BAG TYVEK SLEEVE POUCH 10	EA	686.00	383.28	0.88
702864	BOTTLE 1L AMBER PLASTIC C	EA	84.00	606.48	7.22
702865	TEMED 2-D ELECTROPHORESIS	ML	90.00	72.80	0.61
702866	TRIS BASE 2-D ELECTROPHOR	GM	21,868.84	1,139.14	0.66
702867	TRIS HC1 10KG 2D ELECTROP	GM	21,454.20	1,141.36	0.66
702868	SDS POWDER, 10KG 2-D	GM	36,694.00	3,660.23	0.18
702869	GLYCINE POWDER 12KG 2-D E	GM	15,000.00	300.00	0.02
702870	BOTTLE 250 ML HDPE 53 X 4	EA	211.00	154.91	0.73
702873	CAP 53 X 400 DGP WHITE 2D	EA	945.00	51.53	0.66
702875	BOTTLE 4 OZ AMBER 22/400	EA	100.00	89.60	0.88
702876	CAP POLYCONE 4OZ 22 X 400	EA	173.00	70.93	0.41
702886	UREA OPTIMUM NEEDLE CRYST	GM	20,367.00	528.88	0.03
702887	DITHIOTHREITOL DTT	GM	528.88	1,300.62	2.48
702894	GLYCEROL 95% 4L BOTTLE	ML	10,000.00	400.60	0.04
702895	LABEL REFRIGERATE DO NOT	EA	142.00	8.87	0.08
702908	BROMOPHENOL BLUE POWDER 2	GM	319.88	2,447.86	7.86
702933	CHAPS OPTIMUM 500G	GM	382.00	3,048.38	7.98
702951	LARGE GEL SPACERS	EA	3,000.00	4,320.00	1.44
702955	SILVER NITRATE	GM	667.00	280.13	0.38
702956	FORMALDEHYDE	ML	10,970.00	1,579.23	0.14
702965	VIAL AMBER 8ML 15/425	EA	273.00	122.85	0.48
702966	CAP BLACK PHENOLIC W/POLY	EA	149.00	55.13	0.37
703078	FOAM SPACER FOR GEL SHIPP	EA	331.00	35.22	0.11
703216	GLASS CENTER PLATE W/SPAC	EA	784.00	10,678.08	13.62
703258	ACRYLAMIDE POWDER	GM	37,103.50	1,973.91	0.01
703259	ACRYLAMIDE BIS 5KG, OPTI	GM	70.50	16.88	0.24
703267	VIAL SNAP CAP WITH HINGED	EA	530.00	145.81	0.21
703274	TRIS ACETATE EQUIL BUFFER	ML	5,000.80	100.60	0.02
703278	AMMONIUM PERSULFATE	GM	1,772.85	209.02	0.12
703290	GEL CAST BUFFER - TRICINE	ML	7,756.41	153.35	0.02
703291	SDS, 10% SOLUTION	ML	1,970.70	65.28	0.02
703293	GEL CAST BUFFER - LAEMMLI	ML	2,500.00	125.00	0.01
703295	GEL STORAGE BUFFER LAEMMLI	ML	2,000.00	40.80	0.02
703378	PRE-CAST GEL TUBE PACKAGI	EA	571.00	382.57	0.8
703379	PRE-CAST GEL PLUG-PACKAGI	EA	621.00	33.84	0.0
703391	LABEL 3 X 6 ELECTROPHORES	EA	1,500.00	255.88	0.1
703421	LABEL, BLANK 1" X 1/2"	EA	15,000.00	150.00	0.0

703427	LABEL BLANK 2" X 1"	EA	19,960.00	123.89	0.01
703455	TUBE, MICROCENTRIFUGE	EA	1,511.00	147.63	0.10
703456	CAP, MICROTUBE	EA	1,070.00	142.81	0.08
703512	MARKER PRE CAST PAGE MW F	PK	8.00	233.28	29.16
703527	SALMON SPERM DNA SOLUTION	ML	10.00	234.00	23.41
703548	BOTTLE 125ML PP, NM W/CAP	EA	900.00	410.84	0.46
703551	DRY ICE PELLETS	LB	195.00	95.06	0.40
703552	ACID, HYDROCHLORIC 1M	ML	800.00	37.85	0.05
703554	BOX UN 8X8X16 FOR DURACRY	EA	348.00	908.77	2.61
703558	BAG 10 X 14 X .004ML	EA	250.00	25.00	0.10
703559	FILTER GLASS FIBER 47MM	EA	52.00	23.18	0.45
703560	ALPHA-CYANO-4-HYDROXY-	GM	3.00	15.32	5.11
703561	TRIFLUOROACETIC ACID	ML	40.00	45.75	1.14
703722	PETRI DISH 100ML STERILE	EA	660.00	46.20	0.67
703776	GLUTARALDEHYDE 50% IN H2O	ML	3,600.00	147.82	0.04
703796	POTASSIUM CARBONATE	GM	9,202.00	116.87	0.01
703797	POTASSIUM TETRATHIONATE	GM	11,628.00	8,197.20	0.70
703798	SODIUM ACETATE ANHYDROUS	GM	12,000.00	120.00	0.04
703799	SODIUM THIOSULFATE	GM	1,899.24	71.84	0.01
703855	HEAT SHRINK SEAL 24 MM	EA	213.00	4.19	0.02
703951	LABEL GENETAC 2-1/4 X 2.5	EA	500.00	100.00	0.20
703957	CRYOTUBE TRNS CNT 10 TUBE	EA	118.00	232.46	1.07
703963	MERCK 40% ACRYLAMIDE 3%BIS	ML	8,000.00	400.00	0.05
703979	ZWITTERGENT 3-10 100g	GM	95.00	1,099.25	11.57
703980	THIOUREA 500g	GM	60.00	11.17	0.18
703981	UREA	EA	3.00	74.82	24.04
703998	SOLUBLIZATION/REHYDA	ML	5,000.00	200.00	0.04
703999	ISOBUTYL ALCOHOL 4L	EA	247.00	493.42	2.00
704001	BOTTLE, HYBRIDIZATION	EA	440.00	985.00	2.24
704002	BOX, TRYPSIN KIT	EA	500.00	305.00	0.61
704003	INSERT, TRYPSIN KIT	EA	150.00	357.00	2.34
704005	BOX, HYBRIDIZATION KIT	EA	400.00	358.00	0.84
704006	INSERT, HYBRIDIZATION KIT	EA	11.00	337.16	30.01
704019	UREA/THIOUREA SOLUB/REHYD	EA	5.00	96.16	19.21
704060	96 Well PS Clear Plate	PK	150.00	46.60	0.31
704101	TUBE, SCREW CAP	EA	14.00	244.44	17.41
704102	TRYPSIN, SEQUENCING GRADE	EA	3,800.00	152.00	0.04
704103	LABEL, FREEZER COMPATIBLE	EA	102.00	4,902.12	48.01
704105	PROGEST VALIDATION KIT	EA	500.00	255.00	0.51
704136	TUBE, 30ml	EA	5,400.00	540.00	0.11
704141	BAG, ZIP-LOCK 3 X 12	EA	1,500.00	20.36	0.03
704145	ACID HYDROCHLORIC	ML	105.00	7.29	0.07
704146	AMMONIUM BICARBONATE	ML	50.00	3.18	0.03
704147	FORMIC ACID 1L	ML	16.35	337.63	20.01
704169	CASTING SOLN SDS PAGE MW	ML			

704330	ACETATE SHEETS		EA	1,800.00	335.18	0.18
704336	DESICCANT BAGS SILICA GEL		EA	240.00	6.89	0.03
704337	BOTTLE 60ML NALGENE		EA	950.00	570.00	0.00
704360	HEAT SHRINK SEAL 62 X 90		EA	900.00	36.00	0.04
705926	ACETONITRILE		ML	3,400.00	160.53	0.05
740019	ACETIC ACID GLACIAL 2.5L		ML	28,848.50	355.00	0.01
740129	BAG ZIP-LOCK 3" X 4" X		EA	150.00	13.50	0.00
740131	BAG ZIP-LOCK 6" X 10" X		EA	100.00	4.00	0.04
740202	SULFURIC ACID		GM	1,500.00	33.52	0.02
800016	STANDARD MOLECULAR WEIGHT		M	10.20	1,014.74	00.48
800058	PLATE GLASS BEVELED 9" X		EA	1,022.00	5,569.90	5.45
800210	KIT, PROGEST TRYPSIN		EA	3.00	176.40	58.83
800233	EQUIL BUFFER I 50ML		EA	59.00	310.34	5.28
16003001	GENETAC 1ML 2X HYB BUFFER		EA	10.00	10.46	1.00
16003050	GENETAC 50ML 2X HYBBUFFER		EA	11.00	265.61	24.15
16003100	GENETAC 100ML 2X		EA	1.00	38.38	38.38
16003501	GENETAC POST WASH		EA	35.00	122.85	3.51
16004001	GENETAC MEDIUM STRINGENCY		EA	14.00	96.04	6.86
16004501	GENETAC HIGH STRINGENCY		EA	4.00	14.21	3.55
16005001	HYBSTATION KIT		EA	4.00	460.36	115.09
0002113H	SODIUM CHLORIDE, 500G		GM	1,107.00	70.57	0.00
0002143H	METHANOL PURIFIED 4L		ML	18,000.00	65.24	0.00
0002785H	SODIUM CITRATE DIHYDRAE		GM	4,133.00	126.43	0.00
0070630A	BOX INVESTIGATOR SILVER S		EA	240.00	36.00	0.11
0070630B	INSERT TRAY SILVER STAIN		EA	500.00	455.00	0.00
H2000167	PROBE PORT PLUGS		EA	571.00	522.37	0.00
HYB10204	O RING BS033 (12 PACK)		EA	13.00	32.11	2.40
PRO10006	RED MICROTITRE PLATES		PK	10.00	844.50	84.45
S0000008	ALCOHOL ETHANOL 4L		L	5.00	65.25	13.00

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704330	ACETATE SHEETS	EA	1,800.00	335.16	0.18
704336	DESICCANT BAGS SILICA GEL	EA	240.00	6.89	0.03
704337	BOTTLE 60ML NALGENE	EA	950.00	570.00	0.60
704360	HEAT SHRINK SEAL 62 X 90	EA	900.00	36.00	0.04
705926	ACETONITRILE	ML	3,400.00	160.53	0.05
740019	ACETIC ACID GLACIAL 2.5L	ML	28,848.60	355.80	0.01
740129	BAG ZIP-LOCK 3" X 4" X	EA	150.00	13.50	0.09
740131	BAG ZIP-LOCK 6" X 10" X	EA	100.00	4.00	0.04
740202	SULFURIC ACID	GM	1,500.00	33.52	0.02
800016	STANDARD MOLECULAR WEIGHT	VI	10.20	1,014.74	99.48
800058	PLATE GLASS BEVELED 9" X	EA	1,022.00	5,569.90	5.45
800210	KIT, PROGEST TRYPSIN	EA	3.00	176.49	58.83
800233	EQUIL BUFFER 150ML	EA	59.00	310.34	5.29
16003001	GENETAC 1ML 2X HYB BUFFER	EA	10.00	10.46	1.05
16003050	GENETAC 50ML 2X HYBBUFFER	EA	11.00	265.81	24.18
16003100	GENETAC 100ML 2X	EA	1.00	38.36	38.36
16003501	GENETAC POST WASH	EA	35.00	122.85	3.51
16004001	GENETAC MEDIUM STRINGENCY	EA	14.00	96.04	6.86
16004501	GENETAC HIGH STRINGENCY	EA	4.00	14.21	3.55
16005001	HYBSTATION KIT	EA	4.00	460.36	115.09
0002113H	SODIUM CHLORIDE, 500G	GM	1,107.00	70.67	0.06
0002143H	METHANOL PURIFIED 4L	ML	18,000.00	65.24	0.00
0002785H	SODIUM CITRATE DIHYDRATE	GM	4,133.00	126.43	0.03
0070630A	BOX INVESTIGATOR SILVER S	EA	240.00	36.00	0.14
0070630B	INSERT TRAY SILVER STAIN	EA	500.00	455.00	0.91
H2000187	PROBE PORT PLUGS	EA	571.00	522.37	0.91
HYB10204	O RING BS033 (12 PACK)	EA	13.00	32.11	2.47
PRO10006	RED MICROTITRE PLATES	PK	10.00	844.50	84.45
S0000006	ALCOHOL ETHANOL 4L	L	5.00	65.25	13.05

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