

GENETIC SYSTEMS CORPORATION
STOCK REPURCHASE AGREEMENT

This Agreement, dated as of 1/13/81, 1981, is entered into by and between Paul Martin and Genetic Systems Corporation ("Genetic").

RECITALS

A. Purchaser has agreed to serve as a consultant for Genetic pursuant to the terms of Genetic's letter dated January 7, 1981.

B. Genetic desires to issue 10,000 shares (the "Stock") of its common stock at \$.01 per share to Purchaser, and Purchaser desires to purchase the Stock, upon the terms and conditions stated herein.

AGREEMENT

It is therefore agreed as follows:

1. Repurchase. If Purchaser ceases serving as a consultant within three years of purchase, Genetic shall have the right to repurchase a portion of the Stock at \$.01 per share determined by multiplying the number of shares of the Stock by a fraction, the numerator of which is 1,095 days minus the elapsed number of days between the date of stock purchase and the date the Purchaser ceases to serve as a consultant, and the denominator of which is 1,095 days.

2. Repurchase in the Event of Death. In the event Purchaser dies between commencement and completion of three years of serving as a consultant, the number of shares calculated pursuant to paragraph 1 which Genetic has the right to repurchase shall be reduced by 33% of the number of shares of the Stock.

3. Exercise of Repurchase. Genetic shall by written notice to Purchaser exercise its repurchase rights hereunder within four months after Purchaser ceases to serve as a consultant. Within 10 days of receipt of notice, Purchaser shall tender the Stock or appropriate portion thereof, properly endorsed, to Genetic, and Genetic shall upon receipt tender payment of the purchase price in full by certified or cashier's check.

4. Stock Legend. Each certificate representing the Stock shall be stamped with a legend in substantially the following form:

"This Certificate and the shares of stock hereby represented are subject to the terms and conditions of a Stock Repurchase Agreement dated as of 1/13/81, 1981, between Genetic Systems Corporation and Paul Martin, a copy of which is on file at the principal office of the corporation.

If Genetic's right of repurchase has lapsed with respect to some or all of the Stock, Purchaser may at any time or times tender the certificate for the Stock to Genetic and in return receive two certificates, one representing the amount of shares still subject to the right of repurchase with the legend thereon, and another certificate without the legend representing the amount of shares for which the right of repurchase has lapsed.

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5. Successors. This Agreement shall be binding on and inure to the benefit of the heirs, successors and assigns of Purchaser and Genetic.

6. Applicable Law. This Agreement shall be governed by the laws of the State of Washington.

7. Entire Agreement. This Agreement constitutes the entire agreement between the parties relating to the subject matter hereof and supersedes all prior discussions, agreements and understandings. This Agreement may only be modified or amended in writing signed by the parties.

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

PURCHASER

Paul Mark

GENETIC SYSTEMS CORPORATION

Robert C. Nawinski

Robert C. Nawinski
Vice President of Research
and Development