
**UNITED STATES
SECURITIES AND EXCHANGE COMMISSION**
Washington, D.C. 20549

FORM 8-K

CURRENT REPORT
Pursuant to Section 13 or 15(d) of the Securities Exchange Act of 1934

Date of Report (Date of earliest event reported): June 30, 2009

MYRIAD GENETICS, INC.

(Exact name of registrant as specified in its charter)

Delaware
(State or other jurisdiction
of incorporation)

0-26642
(Commission File Number)

87-0494517
(IRS Employer
Identification No.)

320 Wakara Way
Salt Lake City, Utah 84108
(Address of principal executive offices) (Zip Code)

Registrant's telephone number, including area code: (801) 584-3600

Not Applicable
(Former name or former address, if changed since last report)

Check the appropriate box below if the Form 8-K filing is intended to simultaneously satisfy the filing obligation of the registrant under any of the following provisions:

- ☐ Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)
 - ☐ Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)
 - ☐ Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))
 - ☐ Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))
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ITEM 1.01 Entry into a Material Definitive Agreement.

In connection with the previously announced separation and spin-off by Myriad Genetics, Inc. (the “Company”) of its research and drug development businesses, on June 30, 2009, the Company entered into a Separation and Distribution Agreement and other definitive agreements with its wholly owned subsidiary, Myriad Pharmaceuticals, Inc. (“MPI”), that, among other things, set forth the terms and conditions of the separation of MPI from the Company and provide a framework for the relationship between the Company and MPI following the separation. In addition to the Separation and Distribution Agreement, which contains many of the key provisions related to the spin-off of MPI and the distribution of MPI’s common stock to the Company’s stockholders, the parties also entered into a Tax Sharing Agreement, a Sublease Agreement, and an Employee Matters Agreement. Each of these agreements is described below:

Separation and Distribution Agreement

On June 30, 2009, the Company entered into the Separation and Distribution Agreement with MPI that sets forth the Company’s agreements with MPI regarding the principal transactions necessary to separate MPI from the Company, including: (i) the contribution of substantially all of the assets and certain liabilities of the Company’s research and drug development businesses and cash and cash equivalents of approximately \$188 million to MPI; and (ii) the distribution by the Company, as of 11:59 p.m. (EDT) on June 30, 2009, of all outstanding shares of MPI common stock to the Company’s stockholders in the form of a pro rata dividend of one share of MPI common stock for every four shares of the Company’s common stock outstanding to stockholders of record on June 17, 2009. This agreement also sets forth the other provisions that govern certain aspects of the Company’s relationship with MPI after the completion of the separation from the Company and provides for the allocation of assets, liabilities and obligations between MPI and the Company in connection with the separation. The description of the Separation and Distribution Agreement set forth under this Item 1.01 is qualified in its entirety by reference to the complete terms and conditions of the Separation and Distribution Agreement filed as Exhibit 2.1 hereto.

Tax Sharing Agreement

On June 30, 2009, the Company entered into a Tax Sharing Agreement with MPI that generally governs the parties’ respective rights, responsibilities and obligations after the separation with respect to taxes. Under the Tax Sharing Agreement, all tax liabilities resulting or arising from the contribution of the Company’s research and drug development businesses to MPI and the other separation transactions including the distribution will be borne solely by the Company and its subsidiaries other than MPI. In addition, under the Tax Sharing Agreement, all tax liabilities (including tax refunds and credits) attributable to the Company’s research and drug development businesses for any and all periods preceding the separation, will be borne solely by the Company and its subsidiaries other than MPI, taking into account certain tax attributes available to the Company and its subsidiaries other than MPI. All tax liabilities (including tax refunds and credits) otherwise attributable to the Company and its subsidiaries, will be borne solely by the Company and its subsidiaries other than MPI. All tax liabilities (including tax refunds and credits) attributable to MPI’s operation of the research and drug development businesses for any and all periods following the separation will be borne solely by MPI. Any and all tax attributes, including net operating losses and research and development credits, which exist as of the date of the separation will be retained by the Company and its subsidiaries other than MPI. The description of the Tax Sharing Agreement set forth under this Item 1.01 is qualified in its entirety by reference to the complete terms and conditions of the Tax Sharing Agreement filed as Exhibit 10.1 hereto.

Sublease Agreement

Effective July 1, 2009, the Company entered into a Sublease Agreement with MPI to provide for the lease of certain office and laboratory space to be utilized by MPI in its operations. Under the Sublease Agreement, MPI will pay the Company a monthly fee for the use of certain physical facilities in the nature of office and laboratory space. The monthly sublease fee will be based on the costs billed to the Company under its Master Lease for the same space. Hence the monthly payments will be passed through to MPI without any mark-up. In addition, MPI is responsible for up to approximately \$8.0 million of leasehold improvements. The Sublease has an initial term of three years with four options for renewal of three years each. The description of the Sublease Agreement set forth under this Item 1.01 is qualified in its entirety by reference to the complete terms and conditions of the Sublease Agreement filed as Exhibit 10.2 hereto.

Employee Matters Agreement

On June 30, 2009, the Company entered into an Employee Matters Agreement with MPI that allocates liabilities and responsibilities relating to employee compensation, benefit plans, programs and other related matters in connection with the separation, including the treatment of outstanding incentive awards and certain retirement and welfare benefit obligations. The description of the Employee Matters Agreement set forth under this Item 1.01 is qualified in its entirety by reference to the complete terms and conditions of the Employee Matters Agreement filed as Exhibit 10.3 hereto.

ITEM 2.01 Completion of Acquisition or Disposition of Assets.

Effective at 11:59 p.m. (EDT) on June 30, 2009, the Company completed the spin-off of MPI. The Company effected the spin-off of MPI by distributing a pro rata dividend of one share of MPI common stock for every four shares of the Company's common stock outstanding to stockholders of record on June 17, 2009, or approximately 24.0 million shares of MPI common stock in the aggregate. Fractional shares of MPI common stock were not included in the distribution. Instead, American Stock Transfer & Trust Company aggregated fractional shares into whole shares, sold the whole shares in the open market and distributed the aggregate net cash proceeds of the sales pro rata to each holder who otherwise would have been entitled to receive a fractional share in the distribution. The Company obtained a private letter ruling from the Internal Revenue Service that the distribution of MPI common stock to the Company's stockholders qualified as a tax free distribution to the Company and its stockholders for U.S. federal income tax purposes.

The unaudited pro forma financial statements of the Company and related notes thereto, derived from the historical financial statements of the Company and adjusted to give effect to the spin-off of MPI and the distribution of MPI common stock to the Company's stockholders, are attached to this Current Report on Form 8-K as Exhibit 99.1.

ITEM 2.02 Results of Operations and Financial Condition.

On June 30, 2009, the Company issued a press release announcing that, based on preliminary estimates, it anticipates reporting total molecular diagnostic revenue of approximately \$86 million for the fiscal 2009 fourth quarter and \$326 million for the fiscal 2009 year ending June 30, 2009. A copy of the press release is being furnished pursuant to Item 2.02 as Exhibit 99.2 to this Current Report on Form 8-K.

In accordance with General Instruction B-2 of Form 8-K, the information set forth in this Item 2.02 and in Exhibit 99.2 shall not be deemed to be "filed" for purposes of Section 18 of the Securities Exchange Act of 1934, as amended (the "Exchange Act"), or otherwise subject to the liability of that section, and shall not be incorporated by reference into any registration statement or other document filed under the Securities Act of 1933, as amended, or the Exchange Act, except as shall be expressly set forth by specific reference in such filing.

ITEM 5.02 Departure of Directors or Certain Officers; Election of Directors; Appointment of Certain Officers; Compensatory Arrangements of Certain Officers.

(b) Prior to the completion of the Company's spin-off of MPI, Adrian N. Hobden, Ph.D. was employed by the Company as the President of MPI, a wholly owned subsidiary of the Company. Following the completion of the spin-off, Dr. Hobden continues to serve as the President and Chief Executive Officer of MPI, which is now an independent, publicly traded company. Pursuant to the separation of the Company and MPI, Dr. Hobden's employment relationship with the Company ceased effective June 30, 2009.

ITEM 8.01 Other Events.

On July 1, 2009, the Company issued a press release announcing that on June 30, 2009 the Company completed the distribution to its stockholders of all of the shares of MPI common stock. A copy of the press release is attached hereto as Exhibit 99.3 and is incorporated herein by reference.

ITEM 9.01 Financial Statements and Exhibits.**(b) Pro Forma Financial Information.**

The pro forma financial information specified in Article 11 of Regulation S-X is filed as Exhibit 99.1 hereto.

(d) Exhibits.

<u>Number</u>	<u>Description</u>
2.1	Separation and Distribution Agreement, dated June 30, 2009, by and between Myriad Genetics, Inc. and Myriad Pharmaceuticals, Inc.
10.1	Tax Sharing Agreement, dated June 30, 2009, by and between Myriad Genetics, Inc. and Myriad Pharmaceuticals, Inc.
10.2	Sublease Agreement, effective July 1, 2009, by and between Myriad Genetics, Inc. and Myriad Pharmaceuticals, Inc.
10.3	Employee Matters Agreement, dated June 30, 2009, by and between Myriad Genetics, Inc. and Myriad Pharmaceuticals, Inc.
99.1	Myriad Genetics, Inc. Unaudited Pro Forma Condensed Consolidated Financial Information.
99.2	Press release issued on June 30, 2009.
99.3	Press release issued on July 1, 2009.

SIGNATURES

Pursuant to the requirements of the Securities Exchange Act of 1934, the registrant has duly caused this report to be signed on its behalf by the undersigned hereunto duly authorized.

MYRIAD GENETICS, INC.

Date: July 7, 2009

By: /s/ Peter D. Meldrum

Peter D. Meldrum

President and Chief Executive Officer

EXHIBIT INDEX

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99.2	Press release issued on June 30, 2009.
99.3	Press release issued on July 1, 2009.

SEPARATION AND DISTRIBUTION AGREEMENT

by and between

MYRIAD GENETICS, INC.

and

MYRIAD PHARMACEUTICALS, INC.

Dated as of June 30, 2009

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SEPARATION AND DISTRIBUTION AGREEMENT

THIS SEPARATION AND DISTRIBUTION AGREEMENT (including all Exhibit and Schedules hereto, the "Agreement"), dated as of June 30, 2009, is entered into by and between Myriad Genetics, Inc., a Delaware corporation ("Myriad"), and Myriad Pharmaceuticals, Inc., a Delaware corporation ("MPI") (each a "Party" and collectively, the "Parties"). Capitalized terms used herein and not otherwise defined shall have the respective meanings assigned to them in Article 1 hereof.

R E C I T A L S

WHEREAS, the Board of Directors of Myriad has determined that it is appropriate, desirable and in the best interests of Myriad and its stockholders to separate its businesses, the molecular diagnostics business and the research and drug development businesses, into Myriad and MPI respectively, two publicly-traded companies, by means of the Distribution, all as more fully described in this Agreement and the Ancillary Agreements (the "Separation");

WHEREAS, in order to effect the Separation, the Board of Directors of Myriad has further determined that it is appropriate, desirable and in the best interests of Myriad and its stockholders that MPI has been created and into MPI Myriad has and will cause the research and drug development businesses, cash and other assets to be contributed to the capital of MPI in a series of transactions pursuant to section 351 of the Internal Revenue Code of 1986, as amended;

WHEREAS, in order to effect the Separation, the Board of Directors of Myriad has further determined that it is appropriate, desirable and in the best interests of Myriad and its stockholders to distribute to holders of shares of Myriad Common Stock, on a pro rata basis, all of the issued and outstanding shares of common stock, par value \$0.01 per share, of MPI (such shares, the "MPI Common Stock", and such distribution, the "Distribution"); and

WHEREAS, the Parties intend in this Agreement to set forth the principal corporate arrangements between the Parties with respect to the Separation and the Distribution.

NOW, THEREFORE, in consideration of the foregoing and the terms, conditions, covenants and provisions of this Agreement, Myriad and MPI mutually covenant and agree as follows:

ARTICLE I DEFINITIONS

Section 1.1 General. As used in this Agreement, the following capitalized terms shall have the following meanings:

"Action" shall mean any demand, action, suit, countersuit, arbitration, inquiry, proceeding or investigation by or before any federal, state, local, foreign or international Governmental Authority or any arbitration or mediation tribunal.

"Affiliate" shall mean, when used with respect to a specified Person, a Person that directly or indirectly, through one or more intermediaries, controls, is controlled by or is under common control with such specified Person, including, without limitation, a Subsidiary (as defined below). As used herein, "control" means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of such Person, whether through ownership of voting securities or other interests, by contract or otherwise; provided that if control is deemed solely on the basis of ownership of voting securities or other interests, such ownership must be in excess of fifty percent (50%) of the then outstanding shares of common stock or the combined voting power of such Person.

"Agent" shall have the meaning set forth in Section 3.1(a).

"Ancillary Agreements" shall mean all of the agreements, instruments, understandings, assignments or other arrangements entered into in connection with the transactions contemplated hereby, including, without limitation, the Sublease Agreement, Tax Sharing Agreement and Employee Matters Agreement.

"Assets" shall mean assets, properties, claims and rights (including goodwill), wherever located (including in the possession of vendors or other Third Parties or elsewhere on behalf of the owner), of every kind, character and description, whether real, personal or mixed, tangible, intangible or contingent, in each case whether or not recorded or reflected or required to be recorded or reflected on the records or financial statements of any Person, including the following:

- (i) all accounting and other legal and business books, records, ledgers and files, whether printed, electronic or written;

(ii) all computers and other electronic data processing and communications equipment, fixtures, machinery, equipment (including, without limitation, all laboratory equipment and related materials), furniture, office equipment, vehicles and other transportation equipment, special and general tools, test devices, prototypes and models and other tangible personal property;

(iii) all inventories of products, goods, materials, parts, raw materials and supplies;

(iv) all interests in real property of whatever nature, including easements, whether as owner, mortgagee or holder of a Security Interest in real property, lessor, sublessor, lessee, sublessee or otherwise;

(v) all interests in any capital stock or other equity interests of any Subsidiary or any other Person or other securities issued by any Subsidiary or any other Person, all loans, advances or other extensions of credit or capital contributions to any Subsidiary or any other Person and all other investments in securities of any Person;

(vi) all Contracts and any rights or claims (whether accrued or contingent) arising under any Contracts;

(vii) all deposits and letters of credit;

(viii) all written (including in electronic form) technical information, data, specifications, research and development information, engineering drawings and specifications, operating and maintenance manuals, and materials and analyses prepared by consultants and other Third Parties;

(ix) all Intellectual Property;

(x) all Software;

(xi) all cost information, sales and pricing data, customer prospect lists, supplier records, customer and supplier lists, customer and vendor data, correspondence and lists, product data and literature, artwork, design, development and business process files and data, vendor and customer drawings, specifications, quality records and reports and other books, records, studies, surveys, reports, plans and documents;

(xii) all prepaid expenses, trade accounts and other accounts;

(xiii) all rights under Contracts, all claims or rights against any Person, whether arising in tort, contract or otherwise, whether accrued or contingent;

(xiv) all rights under insurance policies and all rights in the nature of insurance, indemnification or contribution;

(xv) all licenses, permits, approvals and authorizations which have been issued by any Governmental Authority;

(xvi) all cash or cash equivalents, bank accounts, brokerage accounts, lock boxes and other deposit arrangements; and

(xvii) all interest rate, currency, commodity or other swap, collar, cap or other hedging or similar Contracts or arrangements.

“Change in Control” shall mean the occurrence, after the date hereof, of any of the following events: (a) the acquisition by a person, entity, or “group”, within the meaning of Section 13(d)(3) of the Securities Exchange Act of 1934, as amended (the “Exchange Act”) of securities of a Party that results in such person, entity or group having beneficial ownership (within the meaning of Rule 13d-3 promulgated under the Exchange Act) of fifty percent (50%) or more of either the then outstanding shares of common stock or the combined voting power of such Party’s then outstanding voting securities entitled to vote generally in the election of directors or; (b) approval by a Party’s shareholders of a reorganization, merger or consolidation, in each case, with respect to which persons who were such Party’s shareholders immediately prior to such reorganization, merger or consolidation do not, immediately thereafter, own more than fifty percent (50%) of the combined voting power entitled to vote generally in the election of directors of the reorganized, merged or consolidated then outstanding securities; or (c) approval of the board of directors and, if required, a Party’s shareholders of a liquidation or dissolution of such Party (other than pursuant to the United States Bankruptcy Code) or the sale of all or substantially all of the assets of such Party.

“Combined Books and Records” shall have the meaning set forth in Section 8.1(c).

“Commission” shall mean the United States Securities and Exchange Commission or any successor agency thereto.

“Consents” shall mean any consents, waivers or approvals from, or notification requirements to any Third Parties.

“Contract” shall mean any contract, obligation, indenture, agreement, lease, purchase order, commitment, permit, license, note, bond, mortgage, arrangement or undertaking (whether written or oral and whether express or implied) that is legally binding on any Person or any part of its property under applicable Law, but excluding this Agreement and any Ancillary Agreement save as otherwise expressly provided in this Agreement or any Ancillary Agreement.

“Distribution” shall have the meaning set forth in the recitals hereto.

“Distribution Date” shall mean the date hereof.

“Effective Time” shall mean 11:59 p.m. EDT on the Distribution Date at which time the Distribution is effective.

“Environmental Laws” shall mean any environmental laws, rules and regulations of any jurisdiction.

“Environmental Liabilities” shall mean any Liabilities relating to Environmental Laws.

“Exchange” as it relates to MPI shall mean the NASDAQ Global Market, and as it relates to Myriad shall mean the NASDAQ Global Select Market.

“Exchange Act” shall mean the Securities Exchange Act of 1934, as amended, and the rules and regulations of the Commission thereunder, all as the same shall be in effect at the time that reference is made thereto.

“Excluded Assets” shall mean any and all Assets of Myriad except as may be expressly transferred to MPI pursuant to this Agreement.

“Form 10” shall mean the registration statement on Form 10 filed by MPI with the Commission relating to the MPI Common Stock, as amended from time to time.

“Former Myriad Employee” shall mean, as of the Effective Time, any individual who, on or before the Distribution Date, terminated employment with Myriad or its predecessors or any member of the Myriad Group and is not listed on Exhibit A to this Agreement, other than any Former MPI Employee.

“Former MPI Employee” shall mean, as of the Effective Time, any individual who, on or before the Distribution Date, terminated employment with Myriad or its predecessors or any member of the Myriad Group and whose principal services to the Myriad Group related to the MPI Business.

“Governmental Approvals” shall mean any notices, reports or other filings to be made, or any consents, registrations, approvals, permits or authorizations to be obtained from, any Governmental Authority.

“Governmental Authority” shall mean any federal, state, local, foreign or international court, government department, commission, board, bureau, agency, official or other regulatory, administrative or governmental authority.

“Group” shall mean either the Myriad Group or the MPI Group.

“Indemnifying Party” shall have the meaning set forth in Section 5.4(a).

“Indemnitee” shall have the meaning set forth in Section 5.4(a).

“Indemnity Payment” shall have the meaning set forth in Section 5.4(a).

“Information” shall mean information, whether or not patentable or copyrightable, in written, oral, electronic or other tangible or intangible forms, stored in any medium, including without limitation, studies, reports, records, books, contracts, instruments, surveys, discoveries, ideas, concepts, know-how, techniques, designs, specifications, drawings, blueprints, diagrams, models, prototypes, samples, flow charts, data, computer data, disks, diskettes, tapes, computer programs or other software, marketing plans, customer names, communications by or to attorneys (including attorney-client privileged communications), memos and other materials prepared by attorneys or under their direction (including attorney work product), communications and materials otherwise related to or made or prepared in connection with or in preparation for any legal proceeding, and other technical, financial, employee or business information or data.

“Insurance Proceeds” shall mean those monies (i) received by an insured from an unaffiliated Third Party insurer under any Third Party Shared Policy, or (ii) paid by such Third Party insurer on behalf of an insured under any Third Party Shared Policy, in either case net of any applicable premium adjustment, retrospectively-rated premium, deductible, retention, or cost of reserve paid or held by or for the benefit of such insured.

“Insured Myriad Liabilities” shall mean that portion of any Liability of Myriad to the extent, and only to the extent, that, with respect to such portion of such Liability, Insurance Proceeds of the Policies are actually recoverable by a member of the MPI Group directly, as a holder, successor in interest or permitted assignee under the terms of the Policies in accordance with applicable Law, and not by any member of the Myriad Group.

“Insured MPI Liabilities” shall mean that portion of any MPI Liability to the extent, and only to the extent, that, with respect to such portion of such Liability, Insurance Proceeds of the Policies are actually recoverable by a member of the Myriad Group directly, as a holder, successor in interest or permitted assignee under the terms of the Policies in accordance with applicable Law, and not by any member of the MPI Group.

“Intellectual Property” shall mean all intellectual property and industrial property rights of any kind or nature, including all United States and foreign (i) patents, patent applications, patent disclosures, and all related continuations, continuations-in-part, divisionals, reissues, re-examinations, substitutions and extensions thereof, (ii) trademarks and all goodwill associated therewith, (iii) copyrights and copyrightable subject matter, whether statutory or common law, registered or unregistered and published or unpublished, (iv) rights of publicity, (v) moral rights and rights of attribution and integrity, (vi) rights in Software, (vii) trade secrets and all other confidential and proprietary information, know-how, inventions, improvements, processes, formulae, models and methodologies, (viii) rights to personal information, (ix) telephone numbers and internet protocol addresses, (x) applications and registrations for the foregoing, and (xi) rights and remedies against past, present, and future infringement, misappropriation, or other violation of the foregoing.

“Law” shall mean any United States or non-United States federal, national, supranational, state, provincial, local or similar statute, law, ordinance, regulation, rule, code, order, requirement or rule of law (including common law).

“Liabilities” shall mean any and all debts, liabilities, and obligations, whether accrued or fixed, known or unknown, absolute or contingent, matured or unmatured, reserved or unreserved, or determined or determinable of any kind or nature whatsoever, including those arising under any Law or Action, whether asserted or unasserted, or order, writ, judgment, injunction, decree, stipulation, determination or award entered by or with any Governmental Authority, and those arising under any Contract or any fines, damages or equitable relief which may be imposed in connection with any of the foregoing and including all costs and expenses related thereto.

“MPI Assets” shall mean:

(i) any and all Assets reflected in the MPI Balance Sheet, and any and all Intellectual Property used primarily in the MPI Business, which have not been disposed of or removed from the MPI Balance Sheet between the date of the MPI Balance Sheet and the Distribution Date;

(ii) any and all Assets acquired by MPI (or Myriad on behalf of MPI) after the date of the MPI Balance Sheet that would be reflected in the balance sheet of MPI as of the Distribution Date, if such balance sheet was prepared by MPI in accordance with the same accounting principles under which the MPI Balance Sheet was prepared (which Assets shall include cash and cash equivalents of \$188 million to be transferred by Myriad to MPI on or prior to the date hereof as reflected in the MPI Pro Forma Balance Sheet).

(iii) any and all other Assets primarily used or held for use in connection with the MPI Business, but only to the extent not used or held for use in the Myriad Business; and

(iv) any and all Assets that are expressly contemplated by this Agreement or any Ancillary Agreement (or the Schedules hereto or thereto) to be transferred to MPI.

For the avoidance of doubt, MPI Assets shall not include any cash or cash equivalents other than as described in clause (ii) above, or any net operating losses, research and development credits or other tax attributes of Myriad and its Subsidiaries whether or not relating to the MPI Group or the MPI Business.

“MPI Balance Sheet” shall mean the unaudited combined balance sheet of MPI as of March 31, 2009 included in the Form 10 and attached hereto as Schedule 1.1.

“MPI Books and Records” shall have the meaning set forth in Section 8.1(a).

“MPI Business” shall mean all of the business and operations of the research and drug development segments of Myriad as described in the Form 10.

“MPI Employees” shall mean all employees listed on Exhibit A hereto.

“MPI Group” shall mean MPI and each Person that is an Affiliate of MPI immediately after the Distribution Date or that becomes an Affiliate of MPI after the Distribution Date.

“MPI Liabilities” shall mean:

(i) any and all Liabilities reflected in the MPI Balance Sheet and outstanding on the Distribution Date, other than \$3,158,000 in accounts payable due to parent and \$4,184,000 in accrued liabilities (each as reflected in the MPI Pro Forma Balance Sheet), and any Liabilities reflected in the MPI Balance Sheet as a result of an allocation of liabilities for SEC accounting purposes;

(ii) any and all Liabilities resulting from or accrued in the operation of the MPI Business after the date of the MPI Balance Sheet that would be reflected in the balance sheet of MPI as of the Distribution Date if such balance sheet was prepared by MPI in accordance with the same accounting principles under which the MPI Balance Sheet was prepared, other than accounts payable due to parent and accrued liabilities that would be excluded from the MPI Pro Forma Balance Sheet in accordance with the same principles under which the MPI Pro Forma Balance Sheet was prepared;

(iii) any and all Environmental Liabilities arising out of or resulting from the operation of the MPI Business asserted after the Distribution Date;

(iv) any and all Liabilities asserted after the Distribution Date, including any employee-related Liabilities, relating to, arising out of or resulting from:

(1) the operation of the MPI Business or any other business conducted by any member of the MPI Group, at any time prior to, on or after the Distribution Date (including any Liability relating to, arising out of or resulting from any act or failure to act by any director, officer, employee, agent or representative (whether or not such act or failure to act is or was within such Person’s authority)); or

(2) any MPI Asset(s);

(v) any and all other Liabilities of MPI relating to, arising out of or resulting from MPI’s performance or obligations under any Ancillary Agreement or this Agreement;

(vi) any and all Liabilities relating to, arising out of or resulting from:

(1) any disputes with the Alzheimer’s Institute of America, including that certain litigation captioned Mayo Clinic Jacksonville, et al, v. Alzheimer’s Institute of America, Inc., Case No. 8:05-cv-639-T23-TBM and 8:05-cv-1049-T23-TBM, in the United States District Court for the Middle District of Florida;

(2) any disputes with Aesica Pharmaceuticals Limited, including that certain arbitration before the American Arbitration Association – International Centre for Dispute Resolution, No. 50 122 T 00509 08; and

(3) any disputes with PPD Development, LP regarding the payment for services rendered prior to the Distribution Date; and

(vii) any and all Liabilities that are expressly contemplated by this Agreement or any Ancillary Agreement (or the Schedules hereto or thereto) to be transferred to MPI.

For the avoidance of doubt, MPI Liabilities shall not include any Liabilities based upon or relating to Actions involving Myriad Employees or Former Myriad Employees.

“MPI Policies” shall mean all Policies, current or past, which are owned or maintained by or on behalf of Myriad or any of its Affiliates or predecessors, which relate only to the MPI Business and are assignable to the MPI Group.

“MPI Pro Forma Balance Sheet” shall mean the unaudited pro forma combined balance sheet of MPI as of March 31, 2009 included in the Form 10 and attached hereto as Schedule 1.2.

“Myriad Books and Records” shall have the meaning set forth in Section 8.1(b).

“Myriad Business” shall mean all of the business and operations of Myriad and its Subsidiaries other than the MPI Business.

“Myriad Common Stock” shall mean the Common Stock, \$0.01 par value per share, of Myriad.

“Myriad Employee” shall mean an active employee or an employee on vacation or on approved leave of absence (including maternity, paternity, family, sick leave, salary continuation, qualified military service under the Uniformed Services Employment and Reemployment Rights Act of 1994, and leave under the Family Medical Leave Act and other approved leaves) who, after the Effective Time, is employed or will be employed by Myriad or any member of the Myriad Group.

“Myriad Group” shall mean Myriad and each Person, other than any member of the MPI Group, that is an Affiliate of Myriad immediately after the Distribution Date or that becomes an Affiliate of Myriad after the Distribution Date.

“Myriad Liabilities” shall mean the Liabilities of the Myriad Group which, for the avoidance of doubt, shall not include any MPI Liabilities.

“Myriad Policies” shall mean all Policies, current or past, which are owned or maintained by or on behalf of Myriad (or any of its predecessors), which relate only to the Myriad Business.

“Operations Data” shall have the meaning set forth in Section 8.2.

“Party” shall have the meaning set forth in the preamble hereof.

“Person” shall mean any natural person, firm, individual, corporation, business trust, joint venture, association, company, limited liability company, partnership, or other organization or entity, whether incorporated or unincorporated, or any governmental entity.

“Policies” shall mean insurance policies and insurance Contracts of any kind (other than life and benefits policies or Contracts), including without limitation primary, excess and umbrella policies, comprehensive general liability policies, director and officer liability, fiduciary liability, automobile, aircraft, property and casualty, business interruption, workers’ compensation and employee dishonesty insurance policies, bonds and self-insurance and captive insurance company arrangements, together with the rights, benefits and privileges thereunder.

“Record Date” shall mean the close of business on June 17, 2009, the date determined by the Myriad Board of Directors as the record date for the Distribution.

“Rules” shall have the meaning set forth in Section 9.3.

“Security Interest” shall mean any mortgage, security interest, pledge, lien, charge, claim, option, right to acquire, voting or other restriction, right-of-way, covenant, condition, easement, encroachment, restriction on transfer, or other encumbrance of any nature whatsoever, excluding restrictions on transfer under security Laws.

“Separation” shall have the meaning set forth in the recitals hereto.

“Shared Policies” shall mean all Policies, entered on or prior to the Distribution Date which are between or among a member of the Myriad Group, MPI Group or any of their respective Affiliates and one or more Third Parties that benefit both the Myriad Business and the MPI Business.

“Software” shall mean all computer programs (whether in source code, object code, or other form), algorithms, databases, compilations and data, and technology supporting the foregoing, and all documentation, including flowcharts and other logic and design diagrams, technical, functional and other specifications, and user manuals and training materials related to any of the foregoing.

“Subsidiary” shall mean any corporation or other organization whether incorporated or unincorporated of which at least a majority of the securities or interests having by the terms thereof ordinary voting power to elect at least a majority of the board of directors or others performing similar functions with respect to such corporation or other organization is directly or indirectly owned or controlled by a Person or by any one or more of its Subsidiaries, or by such Person and one or more of its Subsidiaries; provided, however that no Person that is not directly or indirectly wholly owned by any other Person shall be a Subsidiary of such other Person unless such other Person controls, or has the right, power or ability to control, that Person.

“Third Party” shall mean any Person other than Myriad, any Myriad Affiliate, MPI and any MPI Affiliate.

“Third Party Claim” shall have the meaning set forth in Section 5.5(a).

Section 1.2 References; Interpretation. References in this Agreement to the singular shall be held to include the plural and vice versa and words of one gender shall be held to include the other gender as the context requires. The terms “hereof,” “herein,” and “herewith” and words of similar import shall, unless otherwise stated, be construed to refer to this Agreement (or the applicable Ancillary Agreement) as a whole (including all of the Schedules and Exhibit hereto and thereto) and not to any particular provision of this Agreement (or such Ancillary Agreement). Article, Section, Exhibit, Schedule and Appendix references are to the Articles, Sections, Exhibits, Schedules and Appendices to this Agreement (or the applicable Ancillary Agreement) unless otherwise specified. The word “including” and words of similar import when used in this Agreement (or the applicable Ancillary Agreement) shall mean “including, without limitation,” unless the context otherwise requires or unless otherwise specified. The word “or” shall not be exclusive.

ARTICLE II THE SEPARATION

Section 2.1 General. Subject to the terms and conditions of this Agreement, the Parties shall use, and shall cause their respective Affiliates to use, their respective reasonable best efforts to consummate the transactions contemplated hereby.

Section 2.2 Transfer of Assets and Assumption of Liabilities.

(a) As of the date hereof and with effect immediately prior to the Effective Time, Myriad shall and hereby does, on behalf of itself and the other members of the Myriad Group, as applicable, transfer, contribute, assign, distribute, and convey, or cause to be transferred, contributed, assigned, distributed and conveyed, to MPI all of Myriad’s and the other members’ of the Myriad Group’s right, title and interest in and to the MPI Assets (the “Transfer”) pursuant to, and so as to qualify as a contribution to capital, under section 351 of the Internal Revenue Code of 1986, as amended.

(b) MPI shall and hereby does accept the Transfer from Myriad pursuant to Section 2.2(a), effective concurrently therewith.

(c) On or before the Distribution Date, Myriad shall transfer, or caused to be transferred, the MPI Employees to MPI.

(d) Except as otherwise specifically set forth in this Agreement or any Ancillary Agreement, from and after the Effective Time, MPI shall accept, assume (or, as applicable, retain), perform, discharge and fulfill, in accordance with their respective terms, all the MPI Liabilities, in each case, unless specified otherwise in the definition of MPI Liabilities, regardless of (i) when or where such Liabilities arose or arise, (ii) where or against whom such Liabilities are asserted or determined, (iii) which entity is named in any action associated with any Liability and (iv) whether the facts on which they are based occurred prior to, on or after the date hereof. Notwithstanding the foregoing, MPI shall not assume any Liability attributable to the failure of Myriad or its officers, directors, employees, agents or Affiliates to perform Myriad’s obligations to MPI pursuant to this Agreement or the Ancillary Agreements.

(e) If at any time (whether prior to or after the Effective Time) either Party hereto or any member of a Group shall receive or otherwise possess an Asset that is allocated to any other Person pursuant to this Agreement or any Ancillary Agreement, such Party shall promptly transfer or cause to be transferred, at such Party’s expense, for no additional consideration, such Asset, including any and all economic benefits generated from such Asset after the Effective Time, to such Party hereto (or any member of such Party’s Group).

(f) In furtherance of the Transfer and the assumption of the MPI Liabilities by MPI as set forth above, and simultaneously with the execution and delivery of this Agreement (i) Myriad shall execute and deliver, and shall cause its Affiliates to execute and deliver, such bills of sale, stock powers, certificates of title, assignments of contracts and other instruments of transfer, conveyance and assignment as and to the extent necessary to evidence the Transfer and (ii) MPI shall execute and deliver to Myriad such bills of sale, stock powers, certificates of title, assumptions of contracts, indemnity agreements and other instruments of assumption as and to the extent necessary to evidence the valid and effective assumption of the MPI Liabilities by MPI.

Section 2.3 Governmental Approvals; Consents.

(a) To the extent that the Separation requires any Governmental Approvals, the Parties shall use reasonable best efforts to obtain any such Governmental Approvals. If and to the extent that the valid, complete and perfected transfer or assignment to MPI of any MPI Assets would be a violation of applicable laws or require any Governmental Approval in connection with the Separation or the Distribution, then, unless Myriad shall otherwise determine, the transfer or assignment to or from MPI or one of its Subsidiaries, as the case may be, of such MPI Assets or non-MPI Assets, respectively, shall be automatically deemed deferred and any such purported transfer or assignment shall be null and void until such time as all legal impediments are removed and/or each of such Governmental Approval has been obtained.

(b) The Parties shall use reasonable best efforts to obtain any Consents required in connection with the transaction contemplated by this Agreement. Notwithstanding the foregoing, no Party shall be obligated to pay any consideration therefore to any Third Party from whom any such Consent, substitution or amendment is requested (unless such Party is fully reimbursed by the requesting Party).

Section 2.4 Deferred Transfers.

(a) If the transfer or assignment of any Assets intended to be transferred or assigned hereunder is not consummated prior to the Effective Time, whether as a result of the provisions of Section 2.3 or for any other reason, then the Party retaining such Asset shall thereafter hold such Asset for the use and benefit of such Party entitled thereto if permitted by law.

(b) If and when the Consents and/or Governmental Approvals, or any other impediments to transfer, the absence of which caused the deferral of transfer of any Asset pursuant to Section 2.3 or otherwise, are obtained or removed (as appropriate), the transfer of the applicable Asset shall be effected in accordance with the terms of this Agreement and/or the applicable Ancillary Agreement.

(c) The Person retaining an Asset due to the deferral of the transfer of such Asset shall take such actions with respect to such Asset as may be reasonably requested by the Person entitled to the Asset.

(d) If the Parties are unable to obtain, or to cause to be obtained, any such required Governmental Approvals, Consents, release, substitution or amendment pursuant to Section 2.3 or otherwise, the other Party or a member of such other Party's Group shall continue to be bound by such Contract, license or other obligation, which does not constitute a Liability of such other Party and, unless not permitted by Law or the terms thereof, as agent or subcontractor for such Party, the Party or member of such Party's Group who assumed or retained such Liability as set forth in this Agreement (the "Liable Party") shall, or shall cause a member of its Group to, pay, perform and discharge fully all the obligations or other Liabilities of such other Party or member of such other Party's Group thereunder from and after the Effective Time; provided, however, that the other Party shall not be obligated to extend, renew or otherwise cause such Contract, license or other obligation to remain in effect beyond the term in effect as of the Effective Time. The Liable Party shall indemnify the other Party and the members of such other Party's Group and hold each of them harmless against any and all Liabilities arising in connection therewith; provided, that the Liable Party shall have no obligation to indemnify the other Party or any member of such other Party's Group with respect to any matter to the extent that such other Party has engaged in any violation of Law or fraud in connection therewith. The other Party shall, without further consideration, promptly pay and remit, or cause to be promptly paid or remitted, to the Liable Party or to another member of the Liable Party's Group, all money, rights and other consideration received by it or any member of its Group in respect of such performance by the Liable Party (unless any such consideration is an Excluded Asset of such other Party pursuant to this Agreement). If and when any such Governmental Approval, Consent, release, substitution or amendment shall be obtained or such agreement, lease, license or other rights or obligations shall otherwise become assignable or capable of novation, the other Party shall promptly assign, or cause to be assigned, all rights, obligations and other Liabilities thereunder of any member of such other Party's Group to the Liable Party or to another member of the Liable Party's Group without payment of any further consideration and the Liable Party, or another member of such Liable Party's Group, without the payment of any further consideration, shall assume such rights and obligations and other Liabilities.

Section 2.5 Termination of Agreements. Except with respect to this Agreement and the Ancillary Agreements (and agreements expressly contemplated herein or therein to survive by their terms) on behalf of the Parties and their respective Groups, the Parties hereby terminate any and all written or oral agreements, arrangements, commitments or understandings, between or among them, effective as of the Effective Time; and each Party shall, at the reasonable request of the other Party, take, or cause to be taken, such other actions as may be necessary to effect the foregoing.

Section 2.6 Disclaimer of Representations and Warranties. ON BEHALF OF THE PARTIES AND THEIR RESPECTIVE GROUPS, THE PARTIES UNDERSTAND AND AGREE THAT, EXCEPT AS EXPRESSLY SET FORTH HEREIN OR IN ANY ANCILLARY AGREEMENT, NO PARTY TO THIS AGREEMENT, ANY ANCILLARY AGREEMENT OR ANY OTHER AGREEMENT OR DOCUMENT CONTEMPLATED BY THIS AGREEMENT HEREBY OR THEREBY, IS REPRESENTING OR WARRANTING IN ANY WAY AS TO THE ASSETS, BUSINESSES OR LIABILITIES CONTRIBUTED, TRANSFERRED, DISTRIBUTED OR ASSUMED AS CONTEMPLATED HEREBY OR THEREBY, AS TO ANY CONSENTS OR GOVERNMENTAL APPROVALS REQUIRED IN CONNECTION HERewith OR THEREWITH, AS TO THE VALUE OR FREEDOM FROM ANY SECURITY INTERESTS OF, OR ANY OTHER MATTER CONCERNING, ANY ASSETS OF SUCH PARTY, OR AS TO THE ABSENCE OF ANY DEFENSES OR RIGHT OF SETOFF OR FREEDOM FROM COUNTERCLAIM WITH RESPECT TO ANY CLAIM OR OTHER ASSET, INCLUDING ANY ACCOUNTS RECEIVABLE, OF ANY PARTY, OR AS TO THE LEGAL SUFFICIENCY OF ANY CONTRIBUTION, DISTRIBUTION, ASSIGNMENT, DOCUMENT, CERTIFICATE OR INSTRUMENT DELIVERED HEREUNDER TO CONVEY TITLE TO ANY ASSET OR THING OF VALUE UPON THE EXECUTION, DELIVERY AND FILING HEREOF OR THEREOF. EXCEPT AS MAY EXPRESSLY BE SET FORTH HEREIN OR IN ANY ANCILLARY AGREEMENT, ALL SUCH ASSETS ARE BEING TRANSFERRED ON AN “AS IS,” “WHERE IS” BASIS AND SO LONG AS THE TRANSFEROR IS IN COMPLIANCE WITH THE TERMS OF THIS AGREEMENT RELATING TO THE TRANSFER, THE TRANSFEREE SHALL BEAR THE ECONOMIC AND LEGAL RISKS THAT (I) ANY CONVEYANCE SHALL PROVE TO BE INSUFFICIENT TO VEST IN THE TRANSFEREE GOOD AND MARKETABLE TITLE, FREE AND CLEAR OF ANY SECURITY INTEREST, AND (II) ANY NECESSARY CONSENTS OR GOVERNMENTAL APPROVALS ARE NOT OBTAINED OR THAT THE REQUIREMENTS OF LAWS, CONTRACTS, OR JUDGMENTS ARE NOT COMPLIED WITH.

ARTICLE III THE DISTRIBUTION

Section 3.1 The Distribution.

(a) Subject to Section 3.3, on or prior to the Distribution Date, for the benefit of and distribution to the holders of Myriad Common Stock on the Record Date, Myriad will deliver stock certificates, endorsed by Myriad in blank, to the distribution agent, American Stock Transfer and Trust Company (the “Agent”), representing all of the outstanding and issued shares of MPI Common Stock then owned by Myriad or any member of the Myriad Group. Myriad shall instruct the Agent to electronically distribute the appropriate number of such shares of MPI Common Stock to each such holder or designated transferee or transferees of such holder.

(b) Subject to Section 3.4, each holder of Myriad Common Stock on the Record Date (or such holder’s designated transferee or transferees) will be entitled to receive in the Distribution as of the Effective Time one (1) share of MPI Common Stock for each four (4) shares of Myriad Common Stock held of record on the Record Date. No action by any such stockholder shall be necessary for such stockholder (or such stockholder’s designated transferee or transferees) to receive the applicable number of shares of MPI Common Stock.

(c) MPI and Myriad, as the case may be, will provide to the Agent any and all information required in order to complete the Distribution.

Section 3.2 Actions in Connection with the Distribution.

(a) In connection with the Distribution, prior to the Distribution Date, Myriad and MPI shall have prepared and mailed to the holders of Myriad Common Stock such information concerning MPI, the MPI Business, operations and management, the Distribution, the Separation and such other matters as Myriad shall reasonably determine and as may be required by law.

(b) MPI shall have prepared, filed with the Commission and caused to become effective any registration statements or amendments thereto required to effect the establishment of, or amendments to, any employee benefit and other plans necessary or appropriate in connection with the transactions contemplated by this Agreement, or any of the Ancillary Agreements. MPI shall have prepared and, in accordance with applicable Law, filed with the Commission the Form 10, including amendments, supplements and any such other documentation which is necessary or desirable to effectuate the Distribution, and MPI shall have obtained all necessary approvals from the Commission with respect thereto as soon as practicable.

(c) Myriad and MPI shall take all such action as may be necessary or appropriate under the securities or blue sky laws of the states or other political subdivisions of the United States or of other foreign jurisdictions in connection with the Distribution.

(d) Myriad and MPI shall take all reasonable steps necessary and appropriate to cause the conditions set forth in Section 3.3 to be satisfied and to effect the Distribution on the Distribution Date at the Effective Time.

(e) MPI shall have prepared and filed an application for the original listing on the Exchange of the MPI Common Stock to be distributed in the Distribution, and the Exchange shall have approved such application and provided the appropriate certification to the Commission.

(f) Myriad shall have given the Exchange not less than ten (10) days' advance notice of the Record Date in compliance with Rule 10b-17 under the Exchange Act.

(g) Myriad and MPI shall have cooperated to change the name, effective on or prior to the Distribution Date, of any entity that is part of MPI and the MPI Group as Myriad and MPI may agree.

Section 3.3 Conditions to Distribution. Subject to Section 3.2, the following are conditions to the consummation of Distribution. The conditions are for the sole benefit of Myriad and shall not give rise to or create any duty on the part of Myriad or the Board of Directors of Myriad to waive or not waive any such condition:

(a) The Form 10 shall have been declared effective by the Commission, with no stop order in effect with respect thereto;

(b) All permits, registrations and consents required under the securities or blue sky laws of the states or other political subdivisions of the United States or of other foreign jurisdictions in connection with the Distribution shall have been obtained and be in full force and effect;

(c) The Internal Revenue Service shall have issued of a favorable Private Letter Ruling ruling that the Distribution, and other related internal steps, is a tax-free distribution for U.S. federal income tax purposes;

(d) All material government approvals and other consents necessary to consummate the Distribution shall have been obtained and be in full force and effect;

(e) No order, injunction or decree issued by any court or agency of competent jurisdiction or other legal restraint or prohibition preventing the consummation of the Distribution shall be in effect and no other event outside the control of Myriad shall have occurred or failed to occur that prevents the consummation of the Distribution;

(f) The Board of Directors of Myriad and MPI shall have obtained an opinion from a nationally recognized appraisal, valuation and investment banking firm, in a form reasonably satisfactory to the Parties, substantially to the effect that each of MPI and Myriad will be solvent and adequately capitalized immediately after the Distribution and Myriad has sufficient surplus under the Laws of Delaware to distribute the MPI Common Stock;

(g) The Board of Directors of Myriad shall have authorized and approved the Distribution and not withdrawn such authorization and approval;

(h) All Ancillary Agreements shall have been entered into by the Parties; and

(i) No other events or developments shall have occurred that, in the sole discretion of the Board of Directors of Myriad, would result in the Distribution having a material adverse effect on Myriad or on the stockholders of Myriad or not being in the best interest of Myriad and its stockholders.

Section 3.4 Fractional Shares. The Agent and Myriad shall, as soon as practicable after the Distribution Date (a) determine the number of whole shares and fractional shares of MPI Common Stock allocable to each holder of record or beneficial owner of Myriad Common Stock as of close of business on the Record Date, (b) aggregate all such fractional shares into whole shares and sell the whole shares obtained thereby in open market transactions at then prevailing trading prices on behalf of holders who would otherwise be entitled to fractional share interests, and (c) distribute to each such holder, or for the benefit of each such beneficial owner, such holder's or owner's ratable share of the net proceeds of such sale, based upon the average gross selling price per share of MPI Common Stock after making appropriate deductions for any amount required to be withheld for United States federal income tax purposes. The Agent, in its sole discretion, will determine the timing and method of selling such fractional shares, the selling price of such fractional shares and the broker-dealer to which such fractional shares will be sold, provided that the designated broker-dealer is not an Affiliate of Myriad or MPI. Neither Myriad nor MPI will pay any interest on the proceeds from the sale of fractional shares.

ARTICLE IV INSURANCE

Section 4.1 Policies and Rights Included Within the MPI Assets. Without limiting the generality of the definition of the MPI Assets, the MPI Assets shall include (a) any and all rights of an insured Party under each of the Shared Policies, including rights of indemnity and the right to be defended by or at the expense of the insurer, with respect to all injuries, losses, Liabilities, damages and expenses incurred or claimed to have been incurred on or prior to the Distribution Date by any Party in connection with the MPI Business (provided Myriad shall have equal rights with respect to indemnity and the right to be defended to the extent practical and appropriate) or, to the extent any claim is made against the Parties or their respective Affiliates, and which injuries, losses, liabilities, damages and expenses may arise out of insured or insurable occurrences or events under one or more of the Shared Policies; provided, however, that nothing in this Section 4.1 shall be deemed to constitute (or to reflect) the assignment of the Shared Policies, or any of them, to MPI; and (b) the MPI Policies.

Section 4.2 Post-Distribution Date Claims. If, subsequent to the Distribution Date, any Person shall assert a claim against MPI or any MPI Subsidiary with respect to any injury, loss, liability, damage or expense incurred or claimed to have been incurred on or prior to the Distribution Date or in connection with the Distribution or the conduct of the MPI Business and such injury, loss, liability, damage or expense may have or has arisen out of insured or insurable occurrences or events under one or more of the Shared Policies, Myriad shall at the time such claim is asserted (except to the extent inconsistent with Section 4.1) be deemed to assign, without need of further documentation, to MPI any and all rights of an insured party under the applicable Shared Policy with respect to such asserted claim, including rights of indemnity and the right to be defended by or at the expense of the insurer, provided, however, that nothing in this Section 4.2 shall be deemed to constitute (or to reflect) the assignment of the Shared Policies, or any of them, to MPI.

Section 4.3 Insured Liabilities.

(a) Claims for coverage of Insured MPI Liabilities shall be tendered by Myriad as necessary to invoke the benefit of the Policies, at MPI's sole option, cost and expense. If such insurers do not promptly acknowledge insurance coverage in connection with the Insured MPI Liabilities, then, with respect to such Insured MPI Liabilities, MPI or a member of the MPI Group on an as-incurred basis (i) shall advance all amounts expended by the Myriad Group for or with respect to such Insured MPI Liabilities, including, without limitation, all costs and expenses in connection with the defense and settlement and in satisfaction of any judgment incurred, and amounts sufficient to cover any Liabilities required to be paid by Myriad or its Subsidiaries and (ii) shall pay all costs incurred in connection with pursuing and recovering Insurance Proceeds with respect to the Insured MPI Liabilities. Any payments made by MPI or the MPI Subsidiaries on account of such Insured MPI Liabilities shall be deemed to be advances pursuant to this Section 4.3. MPI and the MPI Subsidiaries shall have the right to recover any advances made pursuant to Section 4.3 from Myriad and the Myriad Subsidiaries, and Myriad and the Myriad Subsidiaries shall have the obligation promptly to reimburse MPI and the MPI Subsidiaries for such advances, solely from the Insurance Proceeds of the Policies that cover such Insured MPI Liabilities and that are received by Myriad or the Myriad Subsidiaries. Myriad and the Myriad Subsidiaries (i) shall, at all times until paid to a member of the MPI Group, hold Insurance Proceeds received for or with respect to Insured MPI Liabilities in trust for the benefit of MPI; and (ii) shall promptly remit such Insurance Proceeds to MPI.

(b) Claims for coverage of Insured Myriad Liabilities shall be tendered by MPI as necessary to invoke the benefit of the Policies, at Myriad's sole option, cost and expense. If such insurers do not promptly acknowledge insurance coverage in connection with the Insured Myriad Liabilities, then, with respect to such Insured Myriad Liabilities, Myriad or a member of the Myriad Group on an as-incurred basis (i) shall advance all amounts expended by the MPI Group for or with respect to such Insured Myriad Liabilities, including, without limitation, all costs and expenses in connection with the defense and settlement and in satisfaction of any judgment incurred, and amounts sufficient to cover any Liabilities required to be paid by MPI or its Subsidiaries and (ii) shall pay all costs incurred in connection with pursuing and recovering Insurance Proceeds with respect to the Insured Myriad Liabilities. Any payments made by Myriad or the Myriad Subsidiaries on account of such Insured Myriad Liabilities shall be deemed to be advances pursuant to this Section 4.3. Myriad and the Myriad Subsidiaries shall have the right to recover any advances made pursuant to Section 4.3 from MPI and the MPI Subsidiaries, and MPI and the MPI Subsidiaries shall have the obligation promptly to reimburse Myriad and the

Myriad Subsidiaries for such advances, solely from the Insurance Proceeds of the Policies that cover such Insured Myriad Liabilities and that are received by MPI or the MPI Subsidiaries. MPI and the MPI Subsidiaries (i) shall, at all times until paid to a member of the Myriad Group, hold Insurance Proceeds received for or with respect to Insured Myriad Liabilities in trust for the benefit of Myriad; and (ii) shall promptly remit such Insurance Proceeds to Myriad.

ARTICLE V RELEASES AND INDEMNIFICATION

Section 5.1 Release of Pre-Distribution Claims.

(a) Except as otherwise provided in this Agreement or any Ancillary Agreement, MPI, for itself and each member of the MPI Group, their respective Affiliates and all Persons who at any time on or prior to the Distribution Date were directors, officers, agents or employees of any member of the MPI Group (in each case, in their respective capacities as such), in each case, together with their respective heirs, executors, administrators, successors and assigns, do hereby, effective as of the Effective Time, remise, release and forever discharge Myriad and the other members of the Myriad Group, their respective Affiliates and all Persons who at any time on or prior to the Distribution Date were shareholders, directors, officers, agents or employees of any member of the Myriad Group (in each case, in their respective capacities as such), in each case, together with their respective heirs, executors, administrators, successors and assigns, from the MPI Liabilities.

(b) Except as otherwise provided in this Agreement or any Ancillary Agreement, Myriad, for itself and each member of the Myriad Group, their respective Affiliates and all Persons who at any time on or prior to the Distribution Date were directors, officers, agents or employees of any member of the Myriad Group (in each case, in their respective capacities as such), in each case, together with their respective heirs, executors, administrators, successors and assigns, do hereby, effective as of the Effective Time, remise, release and forever discharge MPI and the other members of the MPI Group, their respective Affiliates and all Persons who at any time on or prior to the Distribution Date were shareholders, directors, officers, agents or employees of any member of the MPI Group (in each case, in their respective capacities as such), in each case, together with their respective heirs, executors, administrators, successors and assigns, from the Myriad Liabilities.

(c) Nothing contained in Section 5.1(a) and Section 5.1(b) shall impair or otherwise affect any right of any Party, and as applicable, a member of the Party's Group to enforce this Agreement, any Ancillary Agreement or any agreements, arrangements, commitments or understandings unrelated to the Separation and Distribution and explicitly contemplated in this Agreement or any Ancillary Agreement to continue in effect after the Distribution Date. In addition, nothing contained in Section 5.1(a) and Section 5.1(b) shall release any person from:

(i) any Liability assumed, transferred by, or assigned or allocated to, a Party or a member of such Party's Group pursuant to or contemplated by this Agreement or any Ancillary Agreement;

(ii) any Liability provided in or resulting from any other Contract or understanding that is entered into on or after the Distribution Date between one Party (and/or a member of such Party's Group), on the one hand, and the other Party (and/or a member of such Party's Group), on the other hand; and

(iii) any Liability that the Parties may have with respect to indemnification or contribution pursuant to this Agreement or otherwise for claims brought against the Parties by a Third Party, which Liability shall be governed by the provisions of this Article 5 and, if applicable, the appropriate provisions of the Ancillary Agreements;

(d) Each Party shall not, and shall not permit any member of its Group to, make any claim or demand, or commence any Action asserting any claim or demand, including any claim of contribution or indemnification, against any other Party or any member of any other Party's Group, or any other Person released pursuant to Section 5.1(a) and Section 5.1(b), with respect to any and all Liabilities released pursuant to Section 5.1(a) and Section 5.1(b). If a Party breaches this Section 5.1(d), such breaching Party shall be liable for all related expenses, including without limitation, court costs, attorneys' fees, and all other legal expenses of the other Party.

(e) It is the intent of each Party, by virtue of the provisions of this Section 5.1, to provide for a full and complete release and discharge of all Liabilities existing or arising from all acts and events occurring or failing to occur or alleged to have occurred or to have failed to occur and all conditions existing or alleged to have existed on or before the Distribution Date, whether known or unknown, between one Party (and/or a member of such Party's Group) and the other Party (and/or a member of such other Party's or parties' Group) (including any contractual agreements or arrangements existing or alleged to exist between or among any such members on or before the Distribution Date), except as otherwise set forth in this Agreement.

(f) If any Person associated with a Party (including any director, officer or employee of a Party) initiates an Action with respect to claims released by this Section 5.1, the Party with which such Person is associated shall indemnify the other Party against such Action in accordance with the provisions set forth in this Article 5.

(g) At any time, at the request of any other Party, each Party shall cause each member of its respective Group and to the extent practicable each other Person on whose behalf it released Liabilities pursuant to this Section 5.1 to execute and deliver releases reflecting the provisions hereof.

Section 5.2 Indemnification by MPI.

Except as otherwise provided in this Agreement or any Ancillary Agreement, following the Distribution Date, MPI shall indemnify, defend and hold harmless Myriad and its Affiliates and Group, including each of their respective directors and officers, and each of the heirs, executors, successors and assigns of any of the foregoing (collectively, the “Myriad Indemnitees”), from and against any and all Liabilities and related losses of the Myriad Indemnitees relating to, arising out of or resulting from any of the following:

(a) The failure of MPI, and its Affiliates and Group or any other Person to pay, perform or otherwise promptly discharge after the Distribution Date any MPI Liabilities in accordance with their respective terms;

(b) The MPI Liabilities;

(c) Any untrue statement, alleged untrue statement, omission or alleged omission of a material fact in the Form 10, resulting in a misleading statement, with respect to all information contained in the Form 10; and

(d) Any breach by MPI of this Agreement or any of the Ancillary Agreements.

Section 5.3 Indemnification by Myriad. Except as otherwise provided in this Agreement or any Ancillary Agreement, following the Distribution Date, Myriad shall indemnify, defend and hold harmless MPI, and its Affiliates and Group, including each of their respective directors and officers, and each of the heirs, executors, successors and assigns of any of the foregoing (collectively, the “MPI Indemnitees”), from and against any and all Liabilities and related losses of the MPI Indemnitees relating to, arising out of or resulting from any of the following items:

(a) The failure of Myriad, its Affiliates and Group to pay, perform or otherwise promptly discharge after the Distribution Date any Myriad Liabilities;

(b) The Myriad Liabilities; and

(c) Any breach by Myriad of this Agreement or any of the Ancillary Agreements.

Section 5.4 Reduction for Insurance Proceeds and Other Recoveries.

(a) The amount that any Party is required to provide indemnification (the “Indemnifying Party”) to or on behalf of the Party entitled to such indemnification (the “Indemnatee”) pursuant to this Article 5, shall be reduced (retroactively or prospectively) by Insurance Proceeds or other amounts actually recovered from Third Parties on behalf of such Indemnatee in respect of the Liability or related loss. If an Indemnatee receives a payment as required by this Agreement from an Indemnifying Party in respect of any Liability or related loss (an “Indemnity Payment”) and subsequently receives Insurance Proceeds in respect of such Liability or related loss, then such Indemnatee shall hold such Insurance Proceeds in trust for the benefit of the Indemnifying Party (or Indemnifying Parties) and shall pay to the Indemnifying Party, as promptly as practicable after receipt, a sum equal to the amount of such Insurance Proceeds received, up to the aggregate amount of any payments received from the Indemnifying Party pursuant to this Agreement in respect of such indemnifiable loss of such Insurance Proceeds.

(b) An insurer who would otherwise be obligated to pay any claim shall not be relieved of the responsibility with respect thereto or, solely by virtue of the indemnification provisions hereof, have any subrogation rights with respect thereto, it being expressly understood and agreed that no insurer or any other Third Party shall be entitled to a “windfall” (i.e., a benefit they would not be entitled to receive in the absence of the indemnification provisions) by virtue of the indemnification provisions hereof. Notwithstanding the foregoing, each member of the Myriad Group and MPI Group shall be required to use reasonable best efforts to collect or recover any available Insurance Proceeds.

Section 5.5 Procedures For Indemnification of Third Party Claims.

(a) If an Indemnatee shall receive notice or otherwise learn of the assertion by a Third Party (including any Governmental Authority) of any claim or of the commencement by any such Person of any Action (collectively, a "Third Party Claim") with respect to which an Indemnifying Party may be obligated to provide indemnification to such Indemnatee, such Indemnatee shall give such Indemnifying Party and each Party to this Agreement, written notice thereof as soon as reasonably practicable, but no later than thirty (30) days after becoming aware of such Third Party Claim. Any such notice shall describe the Third Party Claim in reasonable detail. If any Party shall receive notice or otherwise learn of the assertion of a Third Party Claim which may reasonably be determined to be a Liability of the Parties, such Party shall give the other Party to this Agreement written notice thereof within thirty (30) days after becoming aware of such Third Party Claim. Any such notice shall describe the Third Party Claim in reasonable detail. Notwithstanding the foregoing, the failure of any Indemnatee or other Party to give notice as provided in this Section 5.5(a) shall not relieve the related Indemnifying Party of its obligations under this Article 5, except to the extent that such Indemnifying Party is actually prejudiced by such failure to give notice.

(b) An Indemnifying Party shall be entitled to participate in the defense of any Third Party Claim, at such Indemnifying Party's own expense and by such Indemnifying Party's own counsel; provided that if the defendants in any such claim include both the Indemnifying Party and one or more Indemnitees and in such Indemnitees' reasonable judgment a conflict of interest between such Indemnitees and such Indemnifying Party exists in respect of such claim, such Indemnitees shall have the right to employ separate counsel and in that event the reasonable fees and expenses of such separate counsel (but not more than one separate counsel reasonably satisfactory to the Indemnifying Party) shall be paid by such Indemnifying Party. Within thirty (30) days after the receipt of notice from an Indemnatee in accordance with Section 5.5(a) (or sooner, if the nature of such Third Party Claim so requires), the Indemnifying Party shall notify the Indemnatee of its election whether the Indemnifying Party will assume responsibility for defending such Third Party Claim. After notice from an Indemnifying Party to an Indemnatee of its election to assume the defense of a Third Party Claim, such Indemnatee shall have the right to employ separate counsel and to participate in (but not control) the defense, compromise, or settlement thereof, but the fees and expenses of such counsel shall be the expense of such Indemnatee.

(c) With respect to any Third Party Claim, the Indemnifying Party and Indemnitees agree, and shall cause their respective counsel (if applicable), to cooperate fully (in a manner that will preserve all attorney-client privilege or other privileges) to mitigate any such claim and minimize the defense costs associated therewith.

(d) If an Indemnifying Party fails to assume the defense of a Third Party Claim within thirty (30) days after receipt of written notice of such claim, the Indemnatee will, upon delivering notice to such effect to the Indemnifying Party, have the right to undertake the defense, compromise or settlement of such Third Party Claim on behalf of and for the account of the Indemnifying Party subject to the limitations as set forth in this Section 5.5; provided, however, that such Third Party Claim shall not be compromised or settled without the written consent of the Indemnifying Party, which consent shall not be unreasonably withheld, delayed or conditioned. If the Indemnatee assumes the defense of any Third Party Claim, it shall keep the Indemnifying Party reasonably informed of the progress of any such defense, compromise or settlement. The Indemnifying Party shall reimburse all such costs and expenses of the Indemnatee in the event it is ultimately determined that the Indemnifying Party is obligated to indemnify the Indemnatee with respect to such Third Party Claim. In no event shall an Indemnifying Party be liable for any settlement effected without its consent, which consent will not be unreasonably withheld, delayed or conditioned.

Section 5.6 Additional Matters.

(a) Any claim on account of a Liability or related loss which does not result from a Third Party Claim shall be asserted by written notice given by the Indemnatee to the related Indemnifying Party. Such Indemnifying Party shall have a period of thirty (30) days after the receipt of such notice within which to respond thereto. If such Indemnifying Party does not respond within such sixty (60) day period, such Indemnifying Party shall be deemed to have accepted responsibility to make payment. If such Indemnifying Party rejects such claim in whole or in part, such Indemnatee shall be free to pursue such remedies as may be available to such party as contemplated by this Agreement and the Ancillary Agreements.

(b) In the event of payment by or on behalf of any Indemnifying Party to any Indemnatee in connection with any Third Party Claim, such Indemnifying Party shall be subrogated to and shall stand in the place of such Indemnatee as to any events or circumstances in respect of which such Indemnatee may have any right, defense or claim relating to such Third Party Claim against

any claimant or plaintiff asserting such Third Party Claim or against any other person. Such Indemnatee shall cooperate with such Indemnifying Party in a reasonable manner, and at the cost and expense (including allocated costs of in-house counsel and other in-house personnel) of such Indemnifying Party, in prosecuting any subrogated right, defense or claim.

(c) In the event of an Action in which the Indemnifying Party is not a named defendant, if the Indemnifying Party shall so request, the Parties shall endeavor to substitute the Indemnifying Party for the named defendant, and add the Indemnifying Party as a named defendant if at all practicable. If such substitution or addition cannot be achieved for any reason or is not requested, the named defendant shall allow the Indemnifying Party to manage the Action as set forth in this section and subject to Section 5.5 with respect to Liabilities, the Indemnifying Party shall fully indemnify the named defendant against all costs of defending the Action (including court costs, sanctions imposed by a court, attorneys' fees, experts' fees and all other external expenses, and the allocated costs of in-house counsel and other in-house personnel), the costs of any judgment or settlement, and the cost of any interest or penalties relating to any judgment or settlement.

Section 5.7 Survival of Indemnities. The rights and obligations of each Party and their respective Indemnitees under this Article 5 shall survive the sale or other transfer by any Party or its Affiliates of any Assets or businesses or the assignment by it of any and all Liabilities.

ARTICLE VI CERTAIN COVENANTS AND OTHER AGREEMENTS OF THE PARTIES

Section 6.1 Restriction on Employee Solicitation and Hiring. Following the transfer of employees from Myriad to MPI pursuant to this Agreement, none of Myriad or MPI or their respective Groups from the Distribution Date through and including the two (2) year anniversary of the Distribution Date, without prior written consent of the applicable Party, may solicit, aid, encourage or induce any employee to terminate or breach an employment, contractual or other relationship with the other Party (or its Affiliates), hire or otherwise employ any employee of the other Party; provided, however, that nothing in this Section 6.1 shall be deemed to prohibit, any general solicitation for employment through advertisements and search firms not specifically directed at employees of such other applicable Party; provided, further, that the applicable Party has not encouraged or advised such firm to approach any such employee.

Section 6.2 Legal Names. As soon as reasonably practicable and in any event within sixty (60) days of the Distribution Date, each Party shall (i) cease to make any use of the other Party's respective name and any trademarks related thereto or containing or comprising the foregoing, including any name or mark confusingly similar thereto or dilutive thereof (the "Marks"), (ii) take all steps necessary, and fully cooperate with the other Party and its Affiliates, to remove the Marks from any corporate, trade, and assumed names and cancel any recordation of such names with any Governmental Authority, and change any corporate, trade, and assumed name that uses the Marks to a name that does not include the Marks or any variation, derivation, or colorable imitation thereof and (iii) remove, strike over or otherwise obliterate all Marks from (or otherwise not use) in all materials owned by each Party and its Affiliates, including without limitation, any business cards, stationary, packaging materials, displays, signs, promotional and advertising materials, and other materials or media including any internet usage or domain names that include the Marks. For the avoidance of doubt, the "MYRIAD" and the Myriad logo in the form of a helix are deemed to be Marks of Myriad.

ARTICLE VII CONFIDENTIALITY

Section 7.1 Confidentiality.

(a) Notwithstanding any termination of this Agreement and subject to Section 7.2, for a period of two (2) years from the Distribution Date, each Party agrees to hold, and to cause its respective Groups, Affiliates, directors, officers, employees, agents, accountants, counsel and other advisors and representatives to hold, in strict confidence, and undertake all reasonable precautions to safeguard and protect the confidentiality of, all Information concerning the other Party that is in its possession after the Distribution Date or furnished by the other Party or its respective directors, officers, employees, agents, accountants, counsel and other advisors and representatives at any time pursuant to this Agreement, any Ancillary Agreement or otherwise, and shall not use any such Information other than for such purposes as shall be expressly permitted hereunder or thereunder, except, in each case, to the extent that such Information has been (i) in the public domain through no fault of such Party, their respective Group or any of their respective directors, officers, employees, agents, accountants, counsel and other advisors and representatives, (ii) lawfully acquired from other sources, which are not bound by a confidentiality obligation, by such Party or their respective Group, or (iii) independently generated without reference to any proprietary or confidential Information of the other Party.

(b) Each Party agrees not to release or disclose, or permit to be released or disclosed, any such Information to any other Person, except its directors, officers, employees, agents, accountants, counsel and other advisors and representatives who need to know such Information and who are informed and advised that the Information is confidential and subject to the obligations hereunder, except in compliance with Section 7.2. Without limiting the foregoing, when any Information is no longer needed for the purposes contemplated by this Agreement or any Ancillary Agreement, each Party will promptly after request of the other Party either (i) destroy all copies of the Information in such Party's possession, custody or control (including any that may be stored in any computer, word processor, or similar device, to the extent not commercially impractical to destroy such copies) including, without limitation, any copies, summaries, analyses, compilations, reports, extracts or other reproductions, in whole or in part, of such written, electronic or other tangible material or any other materials in written, electronic or other tangible format based on, reflecting or containing Information prepared by such Party, and/or (ii) return to the requesting Party, at the expense of the requesting Party, all copies of the Information furnished to such Party by or on behalf of the requesting Party.

Section 7.2 Protective Arrangements. In the event that either Party their respective Group, either (i) determines after consultation with counsel, in the opinion of such counsel that it is required by law to disclose any Information or (ii) receives any demand under lawful process or from any Governmental Authority to disclose or provide Information of the other Party or their respective Group that is subject to the confidentiality provisions hereof, such Party shall notify the other Party prior to disclosing or providing such Information and shall cooperate at the expense of the requesting party (and to the extent legally permissible) in seeking any reasonable protective arrangements requested by such other Party. Subject to the foregoing, the Party that received such request may thereafter (1) furnish only that portion of the Confidential Information that is legally required, (2) give notice to the other Party of the information to be disclosed as far in advance as is practical, and (3) exercise reasonable best efforts to obtain reliable assurance that the confidential nature of such Information shall be maintained.

ARTICLE VIII ACCESS TO INFORMATION AND SERVICES

Section 8.1 Provision of Corporate Records.

(a) Except as otherwise provided in any Ancillary Agreement, upon the prior written request by MPI for specific and identified books and records which relate to (x) MPI or the conduct of the MPI Business, as the case may be, up through the Distribution Date, or (y) any Ancillary Agreement to which MPI and Myriad are parties (the "MPI Books and Records"), Myriad shall provide, as soon as practicable but no later than thirty (30) days following the date of such request, for the transport of the MPI Books and Records in its possession or control, except to the extent such items are already in the possession of MPI or a MPI Affiliate, at the expense of MPI to a location provided by MPI.

(b) Except as otherwise provided in any Ancillary Agreement, upon the prior written request by Myriad for specific and identified books and records which relate to (x) Myriad or the conduct of the Myriad Business, as the case may be, up through the Distribution Date, or (y) any Ancillary Agreement to which MPI and Myriad are parties (the "Myriad Books and Records"), MPI shall provide, as soon as practicable but no later than thirty (30) days following the date of such request, for the transport of the Myriad Books and Records in its possession or control, except to the extent such items are already in the possession of Myriad or a Myriad Affiliate, at the expense of Myriad to a location provided by Myriad.

(c) With respect to books and records that relate to both the MPI Business and the Myriad Business (the "Combined Books and Records"), (i) the Parties shall use good faith efforts to divide such Combined Books and Records into MPI Books and Records and Myriad Books and Records, as appropriate, and (ii) to the extent such Combined Books and Records are not so divided, each Party shall each keep and maintain copies of such Combined Books and Records as reasonably appropriate under the circumstances, subject to applicable confidentiality provisions hereof and of any Ancillary Agreement.

Section 8.2 Access to Information. Except as otherwise provided in an Ancillary Agreement, from and after the Distribution Date, Myriad shall provide MPI and its authorized accountants, counsel and other designated representatives reasonable access and duplicating rights during normal business hours to all records, books, contracts, instruments, computer data and other data and

information relating to pre-Distribution operations of the MPI Business (collectively, "Operations Data") within Myriad's possession or control (including using reasonable best efforts to give access to persons or firms possessing information) insofar as such access is reasonably required by MPI for the conduct of the MPI Business, subject to appropriate restrictions for classified or privileged information. Similarly, except as otherwise provided in an Ancillary Agreement, MPI shall provide Myriad and its authorized accountants, counsel and other designated representatives reasonable access (including using reasonable best efforts to give access to persons or firms possessing information) and duplicating rights during normal business hours to Operations Data, within MPI's possession, insofar as such access is reasonably required by Myriad for the conduct of the Myriad Business, subject to appropriate restrictions for classified or privileged information. Operations Data and other documents may be requested under this Article 8 for the legitimate business purposes of either Party, including, without limitation, audit, accounting, claims (including claims for indemnification hereunder), litigation and tax purposes, as well as for purposes of fulfilling disclosure and reporting obligations and for performing under this Agreement and the transactions contemplated hereby.

Section 8.3 Production of Witnesses. At all times after the Distribution Date, each of MPI and Myriad shall use reasonable best efforts to make available to the other, upon prior written request, its and its Subsidiaries' officers, directors, employees and agents as witnesses to the extent that such Persons may reasonably be required in connection with any Action.

Section 8.4 Reimbursement. Except to the extent otherwise contemplated in any Ancillary Agreement, a Party providing Operations Data or witness services to the other Party under this Article 8 shall be entitled to receive from the recipient, upon the presentation of invoices therefor, payments of such amounts, relating to supplies, disbursements and other out-of-pocket expenses (at cost) and direct and indirect expenses of employees who are witnesses or otherwise furnish assistance (at cost), as may be reasonably incurred in providing such Operations Data or witness services.

Section 8.5 Privileged Matters. To allocate the interests of each Party with respect to privileged information, the Parties agree as follows:

(a) Myriad shall be entitled, in perpetuity, to control the assertion or waiver of all privileges in connection with privileged information which relates solely to the Myriad Business, whether or not the privileged information is in the possession of or under the control of Myriad or MPI. Myriad shall also be entitled, in perpetuity, to control the assertion or waiver of all privileges in connection with privileged information that relates solely to the subject matter of any claims constituting Liabilities of Myriad and the Myriad Group, now pending or which may be asserted in the future, in any lawsuits or other Actions initiated against or by Myriad, whether or not the privileged information is in the possession of or under the control of Myriad or MPI.

(b) MPI shall be entitled, in perpetuity, to control the assertion or waiver of all privileges in connection with privileged information which relates solely to the MPI Business, whether or not the privileged information is in the possession of or under the control of Myriad or MPI. MPI shall also be entitled, in perpetuity, to control the assertion or waiver of all privileges in connection with privileged information which relates solely to the subject matter of any claims constituting MPI Liabilities, now pending or which may be asserted in the future, in any lawsuits or other Actions initiated against or by MPI, whether or not the privileged information is in the possession of MPI or under the control of Myriad or MPI.

(c) Myriad and MPI agree that they shall have a shared privilege, with equal right to assert or waive, subject to the restrictions of this Section 8.5, with respect to all privileges not allocated pursuant to the terms of Sections 8.5(a) and (b). All privileges relating to any claims, proceedings, litigation, disputes or other matters which involve both Myriad and MPI in respect of which Myriad and MPI retain any responsibility or liability under this Agreement shall be subject to a shared privilege.

(d) No Party may waive any privilege which could be asserted under any applicable law, if the other Party has a shared privilege, without the consent of the other Party, except to the extent reasonably required in connection with any litigation with Third Parties or as provided in Section 8.5(e) below. Such consent shall be in writing, or shall be deemed to be granted unless written objection is made within twenty (20) days after notice upon the other Party requesting such consent.

(e) In the event of any litigation or dispute between a member of the Myriad Group and a member of the MPI Group, either Party may waive a privilege in which the other Party has a shared privilege, without obtaining the consent of the other Party, provided that such waiver of a shared privilege shall be effective only as to the use of information with respect to the litigation or dispute between the Myriad Group and the MPI Group, and shall not operate as a waiver of the shared privilege with respect to Third Parties.

(f) If a dispute arises between the Parties regarding whether a privilege should be waived to protect or advance the interest of either Party, each Party agrees that it shall negotiate in good faith, shall endeavor to minimize any prejudice to the rights of the other Party, and shall not unreasonably withhold consent to any request for waiver by the other Party. Each Party specifically agrees that it will not withhold consent to waiver for any purpose except to protect its own legitimate interests.

(g) Upon receipt by any Party of any subpoena, discovery or other request which arguably calls for the production or disclosure of information subject to a shared privilege or as to which the other Party has the sole right hereunder to assert a privilege, or if any Party obtains knowledge that any of its current or former directors, officers, agents or employees has received any subpoena, discovery or other request which arguably calls for the production or disclosure of such privileged information, such Party shall promptly notify the other Party of the existence of the request and shall provide the other Party a reasonable opportunity to review the information and to assert any rights it may have under this Section 8.5 or otherwise to prevent the production or disclosure of such privileged information.

(h) The transfer of all Information pursuant to this Agreement is made in reliance on the agreement of Myriad and MPI, as set forth in Sections 8.4 and 8.5 and elsewhere in this Agreement, to maintain the confidentiality of privileged information and to assert and maintain applicable privileges. The access to information being granted pursuant to Sections 8.1 and 8.2, the agreement to provide witnesses and individuals pursuant to Section 8.3 and the transfer of privileged information between the Myriad Group and the MPI Group pursuant to this Agreement shall not be deemed a waiver of any privilege that has been or may be asserted under this Agreement or otherwise.

ARTICLE IX DISPUTE RESOLUTION

Section 9.1 Disputes. Myriad and MPI recognize that disputes as to certain matters may from time to time arise during the effectiveness of this Agreement and the Ancillary Agreements which relate to either Party's rights and obligations hereunder or thereunder. It is the objective of the Parties to establish procedures to facilitate the resolution of disputes arising under this Agreement and the Ancillary Agreements in an expedient manner by mutual cooperation and without resort to litigation. To accomplish this objective, the Parties agree to follow the procedures set forth in this Article 9 if and when a dispute arises under this Agreement or the Ancillary Agreements. In the event of a dispute between the Parties, either Party may, by written notice to the other, have such dispute referred to their respective chief executive officers for attempted resolution by good faith negotiations. In the event that, for any reason, the chief executive officers are not able to resolve such dispute within fourteen (14) days after receipt of notice, then at the request of any Party the dispute shall be resolved as provided in Section 9.2.

Section 9.2 Arbitration. Any dispute, controversy or claim arising out of or relating to this Agreement or the Ancillary Agreements, including, without limitation, disputes relating to breach, validity or termination thereof, that has not been resolved in accordance with Section 9.1 herein shall, at the request of any Party be finally resolved by binding arbitration in the manner described below.

Section 9.3 Arbitration Procedure. The arbitration shall be conducted in accordance with the American Arbitration Association ("AAA") Rules for Commercial Arbitration (the "Rules") then in effect, except as herein:

(a) If a Party intends to begin an arbitration to resolve a dispute, such Party shall provide written notice to the other Party in accordance with the Rules which notice shall include a complete listing of all the issues to be resolved in the arbitration. The other party may in the notice of defense, add additional issues to be resolved.

(b) Arbitrators. If the amount in controversy is \$5 million or less (including all claims and counterclaims) there shall be one arbitrator who shall be agreed upon by the Parties within thirty (30) days of receipt by respondent of a copy of the demand for arbitration. If the amount in controversy is more than \$5 million (including all claims and counterclaims) there shall be three neutral and impartial arbitrators, one of whom shall be appointed by each of the Parties in accordance with the Rules, and the third arbitrator, who shall chair the arbitral tribunal, shall be appointed by the Parties within fifteen (15) days of the appointment of the second arbitrator. If any arbitrator is not appointed within the time limit provided herein, such arbitrator shall be appointed by the AAA in

accordance with the Rules. Any arbitrator appointed by the AAA shall be a retired judge or a practicing attorney with no less than fifteen years of experience with large commercial cases and an experienced arbitrator. Each arbitrator shall be neutral, disinterested, impartial, and independent of the Parties and others having any known interest in the outcome, and shall abide by the AAA/ABA Code of Ethics for Arbitrators in Commercial Disputes. Except with regard to selection of the third arbitrator by the party-appointed arbitrators, there shall be no ex parte communications with the arbitrator(s) during the arbitration.

(c) Interim Relief. By agreeing to arbitration, the Parties do not intend to deprive any court of its jurisdiction to issue a pre-arbitral injunction, pre-arbitral attachment, or other order in aid of arbitration proceedings and the enforcement of any award. Without prejudice to such provisional remedies as may be available under the jurisdiction of a court, the arbitral tribunal shall have full authority to grant provisional remedies and to direct the Parties to request that any court modify or vacate any temporary or preliminary relief issued by such court, and to award damages for the failure of any Party to respect the arbitral tribunal's orders to that effect.

(d) Location. The arbitration shall be conducted and the award shall be rendered in Salt Lake City in the State of Utah.

(e) Discovery. The Parties shall have the right to undertake limited and focused documentary discovery and, as may be expressly authorized by the arbitrator(s) limited depositions of no more than five per party and of limited duration, upon a determination that such depositions are reasonably necessary to enable the requesting Party to prepare and present its claims and/or defenses at the hearing.

(f) The arbitration hearing on the merits shall be held as soon as practicable, if possible no later than one hundred and twenty (120) days following the date of the appointment of the sole or third arbitrator, or as soon thereafter as is practicable. The arbitrator(s) must hold an oral hearing, but may impose reasonable time limits on each phase of the proceeding and may limit testimony to exclude evidence that would be immaterial or unduly repetitive, provided that all Parties are afforded the opportunity to present material and relevant evidence and that each Party is given at least an approximately equal amount of time for presentation of its case. The arbitrator(s) shall require witnesses to testify under oath if requested by any Party. Any Party desiring a stenographic record may, at their own cost, secure a court reporter to attend the proceedings. When the arbitrator(s) determine that all relevant and material evidence and arguments have been presented, the arbitrator(s) will declare the hearing closed. The arbitrator(s) may defer the closing of the hearing for up to ten (10) days to permit the Parties to submit post-hearing briefs.

(g) The arbitrator(s) may award any remedy allowed by law, including money damages, prejudgment interest and attorneys' fees, and to grant final, complete, interim, or interlocutory relief, including specific performance or any other form of permanent injunctive relief. Notwithstanding the foregoing, punitive, exemplary or multiple damages may not be awarded. Judgment upon any arbitration award hereunder may be entered and enforced in any court having jurisdiction thereof. In rendering the award, the arbitrator(s) shall apply the substantive law of the State of Delaware, without regard to its conflict of laws provisions. The interpretation of and enforcement of this Article 9 shall be governed by the Federal Arbitration Act. The arbitrator(s) will render the award and its decisions within thirty (30) days following the date of the closing of the hearing or as soon thereafter as practicable. The decision and award of the arbitrator(s) will be final and binding on the Parties and may be entered and enforced in any court having jurisdiction.

Section 9.4 Confidentiality. The arbitration proceeding shall be confidential and the arbitrator(s) shall issue appropriate protective orders to safeguard each Party's confidential Information. Except as required by law, no Party shall make (or instruct the arbitrator(s) to make) any public announcement with respect to the proceedings or decision of the arbitrator(s) without prior written consent of each other Party. The existence of any dispute submitted to arbitration, and the award, shall be kept in confidence by the Parties and the arbitrator(s), except as may be required in connection with the enforcement of such award or as otherwise required by applicable law or regulatory authority.

ARTICLE X FURTHER ASSURANCES

Section 10.1 Further Assurances. In addition to and without limiting the actions specifically provided in this Agreement, each of the Parties hereto shall use its reasonable best efforts, prior to, on and after the Distribution Date, to take, or cause to be taken, all actions, and to do, or cause to be done, all things, reasonably necessary, proper or advisable under applicable laws, regulations and agreements to consummate and make effective the transactions contemplated by this Agreement and the Ancillary Agreements.

(a) Without limiting the foregoing, prior to, on and after the Distribution Date, each Party hereto shall cooperate with the other Party, and without any further consideration, but at the expense of the requesting Party, to execute and deliver, or use its reasonable best efforts to cause to be executed and delivered, all instruments, including instruments of conveyance, assignment and transfer, and to make all filings with, and to obtain all consents, approvals or authorizations of, any Governmental Authority or any other Person under any permit, license, agreement, indenture or other instrument (including any Consents or Governmental Approvals), and to take all such other actions as such Party may reasonably be requested to take by the other Party hereto from time to time, consistent with the terms of this Agreement and the Ancillary Agreements, in order to effectuate the provisions and purposes of this Agreement and the Ancillary Agreements and the transfers of the MPI Assets and the assignment and assumption of the MPI Liabilities and the other transactions contemplated hereby and thereby.

(b) The Parties and their respective Groups, waive and agree not to assert any claim or demand that either Party or their respective Group may have against any of the others for any Liabilities or other claims relating to or arising out of: (i) the failure of MPI or any member of the MPI Group, on the one hand, or of Myriad or any member of the Myriad Group, on the other hand, to provide any notification or disclosure required under any state Environmental Law in connection with the Separation, the Distribution or the other transactions contemplated by this Agreement, including the transfer by any member of any Group to any member of the other Group of ownership or operational control of any Assets not previously owned or operated by such transferee; or (ii) any inadequate, incorrect or incomplete notification or disclosure under any such state Environmental Law by the applicable transferor. To the extent any Liability to any Governmental Authority or any Third Party arises out of any action or inaction described in clause (i) or (ii) above, the transferee of the applicable Asset hereby assumes and agrees to pay any such Liability.

ARTICLE XI TERMINATION

Section 11.1 Termination. Notwithstanding anything to the contrary herein, this Agreement (including Article 4 (Indemnification) hereof) may be terminated and the Distribution may be amended, modified or abandoned at any time prior to the Effective Time by and in the sole discretion of Myriad without the approval of MPI or the stockholders of Myriad. In the event of such termination, no Party shall have any Liability to the other Party or any other Person. After the Effective Time, this Agreement may not be terminated except by an agreement in writing signed by each of the Parties.

ARTICLE XII MISCELLANEOUS

Section 12.1 Counterparts; Entire Agreement.

(a) This Agreement and each Ancillary Agreement may be executed in one or more counterparts, each of which shall be considered one and the same agreement, and shall become effective when each counterpart has been signed by each of the Parties and delivered to the other Party.

(b) This Agreement, the Ancillary Agreements and the Exhibit and Schedules hereto and thereto contain the entire agreement between the Parties with respect to the subject matter hereof, supersede all previous agreements, negotiations, discussions, writings, understandings, commitments and conversations with respect to such subject matter and there are no agreements or understandings between the Parties other than those set forth or referred to herein or therein. Except with respect to tax matters, in the event of any conflict between the terms and conditions of this Agreement and the terms and conditions of any Ancillary Agreement, the terms and conditions of this Agreement (including amendments hereto) shall control.

Section 12.2 Governing Law. This Agreement, except as expressly provided herein, and, unless expressly provided therein, each Ancillary Agreement, shall be governed by and construed and interpreted in accordance with the laws of the State of Delaware, irrespective of the choice of laws principles of the State of Delaware as to all matters, including matters of validity, construction, effect, enforceability, performance and remedies.

Section 12.3 Tax Matters(a). Notwithstanding anything to the contrary in this Agreement, the rights and obligations of the Parties with respect to any and all tax matters shall be exclusively governed by the provisions of the Tax Sharing Agreement, except as set forth therein.

Section 12.4 Assignability. The provisions of this Agreement, each Ancillary Agreement and the obligations and rights hereunder shall be binding upon, inure to the benefit of and be enforceable by (and against) the Parties and their respective successors and permitted transferees and assigns. Notwithstanding the foregoing, this Agreement shall not be assignable, in whole or in part, by any Party without the prior written consent of the other Party, and any attempt to assign any rights or obligations arising under this Agreement without such consent shall be null and void; provided, that (i) a Party may assign this Agreement in connection with a merger transaction in which such Party is not the surviving entity or the sale by such Party of all or substantially all of its Assets, and upon the effectiveness of such assignment the assigning Party shall be released from all of its obligations under this Agreement if the surviving entity of such merger or the transferee of such Assets shall agree in writing, in form and substance reasonably satisfactory to the other Party, to be bound by all terms of this Agreement as if named as a "Party" hereto.

Section 12.5 Third Party Beneficiaries. Except for the indemnification rights under this Agreement of any Myriad Indemnatee or MPI Indemnatee in their respective capacities as such, (a) the provisions of this Agreement and each Ancillary Agreement are solely for the benefit of the Parties and are not intended to confer upon any Person except the Parties any rights or remedies hereunder, and (b) there are no Third Party beneficiaries of this Agreement or any Ancillary Agreement and neither this Agreement nor any Ancillary Agreement shall provide any Third Party with any remedy, claim, liability, reimbursement, claim of action or other right in excess of those existing without reference to this Agreement or any Ancillary Agreement.

Section 12.6 Notices. All notices, requests, claims, demands or other communications under this Agreement or any Ancillary Agreement shall be in writing and shall be deemed to be duly given when (a) delivered in person or (b) deposited in the United States mail or private express mail, postage prepaid, addressed as follows:

If to Myriad, to: Myriad Genetics, Inc.

320 Wakara Way
Salt Lake City, UT 84108
Attn: President and CEO
Telephone: 801.584.3600
Facsimile: 801.584.3640

If to MPI, to: Myriad Pharmaceuticals, Inc.

305 Chipeta Way
Salt Lake City, UT 84108
Attn: President and CEO
Telephone: 801.214.7810
Facsimile: 801.214.7992

Either Party may, by notice to the other Party, change the address to which such notices are to be given.

Section 12.7 Severability. If any provision of this Agreement or any Ancillary Agreement or the application thereof to any Person or circumstance is determined by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions hereof or thereof, or the application of such provision to Persons or circumstances or in jurisdictions other than those as to which it has been held invalid or unenforceable, shall remain in full force and effect and shall in no way be affected, impaired or invalidated thereby, so long as the economic or legal substance of the transactions contemplated hereby or thereby, as the case may be, is not affected in any manner adverse to any Party. Upon such determination, the Parties shall negotiate in good faith in an effort to agree upon such a suitable and equitable provision to affect the original intent of the Parties.

Section 12.8 Publicity. Prior to the Distribution, each of MPI and Myriad shall consult with each other prior to issuing any press releases or otherwise making public statements with respect to the Separation, the Distribution or any of the other transactions contemplated hereby and prior to making any filings with any Governmental Authority with respect thereto.

Section 12.9 Expenses. Except as expressly set forth in this Agreement or in any Ancillary Agreement, whether or not the Separation or the Distribution is consummated, all Third Party fees, costs and expenses paid or incurred in connection with the Distribution will be paid by Myriad.

Section 12.10 Headings. The article, section and paragraph headings contained in this Agreement and in the Ancillary Agreements are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement or any Ancillary Agreement.

Section 12.11 Survival of Covenants. Except as expressly set forth in any Ancillary Agreement, all covenants, representations and warranties contained in this Agreement and each Ancillary Agreement, and liability for the breach of any obligations contained herein, shall survive after the Distribution Date and remain in full force and effect in accordance with their applicable terms.

Section 12.12 Waivers of Default. The failure of either Party to require strict performance by the other Party of any provision in this Agreement or any Ancillary Agreement will not waive or diminish such Party's right to demand strict performance thereafter of that or any other provision hereof.

Section 12.13 Specific Performance. The Parties agree that irreparable damage would occur in the event that the provisions of this Agreement were not performed in accordance with their specific terms. Accordingly, it is hereby agreed that the Parties shall be entitled to (i) an injunction or injunctions to enforce specifically the terms and provisions hereof in any arbitration in accordance with Article 9, (ii) provisional or temporary injunctive relief in accordance therewith in the State of Utah or District of Delaware, as applicable, and (iii) enforcement of any such award of an arbitral tribunal in any court of the United States, or any other any court or tribunal sitting in any state of the United States or in any foreign country that has jurisdiction, this being in addition to any other remedy or relief to which they may be entitled.

Section 12.14 Amendments. This Agreement may not be modified or amended except by an agreement in writing signed by each of the Parties.

Section 12.15 Waiver of Jury Trial. SUBJECT TO ARTICLE 9 HEREIN, EACH OF THE PARTIES HEREBY WAIVES TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY WITH RESPECT TO ANY COURT PROCEEDING DIRECTLY OR INDIRECTLY ARISING OUT OF AND PERMITTED UNDER OR IN CONNECTION WITH THIS AGREEMENT. EACH OF THE PARTIES HEREBY (A) CERTIFIES THAT NO REPRESENTATIVE, AGENT OR ATTORNEY OF THE OTHER PARTY HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH OTHER PARTY WOULD NOT, IN THE EVENT OF LITIGATION, SEEK TO ENFORCE THE FOREGOING WAIVER AND (B) ACKNOWLEDGES THAT IT HAS BEEN INDUCED TO ENTER INTO THIS AGREEMENT, AS APPLICABLE, BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS IN THIS SECTION 12.15.

[Signature Page Follows]

IN WITNESS WHEREOF, the Parties have caused this Separation and Distribution Agreement to be executed by their duly authorized representatives as of the day and year first above written.

MYRIAD GENETICS, INC.

By: /s/ Peter D. Meldrum
Name: Peter D. Meldrum
Title: President and Chief Executive Officer

MYRIAD PHARMACEUTICALS, INC.

By: /s/ Adrian Hobden
Name: Adrian Hobden
Title: President and Chief Executive Officer

Exhibits

Exhibit A — List of MPI Employees

Schedules

Schedule 1.1 — MPI Balance Sheet

Schedule 1.2 — MPI Pro Forma Balance Sheet

TAX SHARING AGREEMENT

This Tax Sharing Agreement (this “Agreement”) is entered into as of June 30, 2009 between Myriad Genetics, Inc., a Delaware corporation (“Myriad”), and Myriad Pharmaceuticals, Inc., a Delaware corporation and wholly owned subsidiary of Myriad (“MPI” and together with Myriad, the “Parties”). Capitalized terms used in this Agreement and not otherwise defined herein shall have the meanings ascribed to such terms in the Separation and Distribution Agreement, dated as of the date hereof, by and between Myriad and MPI (the “Separation Agreement”).

RECITALS

Whereas, Myriad is the common parent corporation of an affiliated group of corporations within the meaning of Section 1504(a) of the Internal Revenue Code of 1986, as amended (the “Code”), that has filed consolidated federal income tax returns;

Whereas, MPI is a newly-formed, wholly owned subsidiary of Myriad;

Whereas, pursuant to the Separation Agreement, among other things, Myriad will transfer to MPI all of the MPI Assets and MPI will issue to Myriad shares of MPI Common Stock (the “Contribution”);

Whereas, on the Distribution Date at the Effective Time, Myriad will distribute all of the issued and outstanding shares of MPI Common Stock on a pro rata basis to holders of Myriad Common Stock (the “Distribution”);

Whereas, the Parties intend that the Distribution shall qualify as a distribution described in Section 355 of the Code (the “Distribution Tax Treatment”);

Whereas, the Parties intend that after the Distribution MPI will not be a member of the Myriad Group for federal income tax purposes;

Whereas, the Parties intend that the Contribution, taking into account the Distribution, shall qualify as a series of transfers described in Section 351(a) of the Code or otherwise as a transaction eligible for tax-free treatment under the Code (the “Contribution Tax Treatment”); and

Whereas, the Parties desire to set forth their rights and obligations with respect to Taxes (as defined herein) due for periods before and after the Distribution Date;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto agree as follows:

ARTICLE I.

DEFINITIONS

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

“Affiliate” shall have the meaning set forth in the Separation Agreement.

“Agreement” shall have the meaning set forth in the preamble to this Agreement.

“Ancillary Agreements” shall mean the Ancillary Agreements as set forth in the Separation Agreement together with the Separation Agreement.

“Code” shall have the meaning set forth in the recitals.

“Contribution” shall have the meaning set forth in the recitals.

“Contribution Tax Treatment” shall have the meaning set forth in the recitals.

“Dispute” shall have the meaning set forth in Article VIII.

“Distribution” shall have the meaning set forth in the recitals.

“Distribution Date” shall mean the date hereof.

“Distribution Tax Treatment” shall have the meaning set forth in the recitals.

“Effective Time” shall mean 11:59 p.m. EDT on the Distribution Date at which time the Distribution is effective.

“Final Determination” shall mean a determination within the meaning of Section 1313 of the Code or any similar provision of state or local Tax law.

“Governmental Authority” shall have the meaning set forth in the Separation Agreement.

“Group” shall have the meaning set forth in the Separation Agreement.

“Liabilities” shall have the meaning set forth in the Separation Agreement.

“MPI” shall have the meaning set forth in the preamble to this Agreement.

“MPI Assets” shall have the meaning set forth in the Separation Agreement.

“MPI Business” shall have the meaning set forth in the Separation Agreement.

“MPI Common Stock” shall have the meaning set forth in the Separation Agreement.

“MPI Filed Tax Return” shall have the meaning set forth in Section 2.01(b).

“MPI Group” shall have the meaning set forth in the Separation Agreement.

“MPI Indemnitees” shall have the meaning set forth in Section 4.01(a).

“MPI Taxes” shall have the meaning set forth in Section 2.03(a).

“Myriad” shall have the meaning set forth in the preamble to this Agreement.

“Myriad Filed Tax Return” shall have the meaning set forth in Section 2.01(a).

“Myriad Group” shall have the meaning set forth in the Separation Agreement.

“Myriad Indemnitees” shall have the meaning set forth in Section 4.01(b).

“Myriad Taxes” shall have the meaning set forth in Section 2.03(b).

“Parties” shall have the meaning set forth in the preamble to this Agreement.

“Person” shall have the meaning set forth in the Separation Agreement.

“Post-Distribution Period” shall mean any taxable year or other taxable period beginning after the Distribution Date and, in the case of any taxable year or other taxable period that begins before and ends after the Distribution Date, that part of the taxable year or other taxable period that begins at the beginning of the day after the Distribution Date.

“Pre-Distribution Period” shall mean any taxable year or other taxable period that ends on or before the Distribution Date and, in the case of any taxable year or other taxable period that begins before and ends after the Distribution Date, that part of the taxable year or other taxable period through the close of the Distribution Date.

“Separation Agreement” shall have the meaning set forth in the preamble to this Agreement.

“Subsidiary” shall have the meaning set forth in the Separation Agreement.

“Taxes” shall mean (i) all taxes, charges, fees, duties, levies, imposts, rates or other assessments or governmental charges of any kind imposed by any federal, state, local or foreign Governmental Authority, including, without limitation, income, gross receipts, employment, excise, severance, stamp, occupation, premium, windfall profits, environmental, custom duties, property, sales, use, license, capital stock, transfer, franchise, registration, payroll, withholding, social security, unemployment, disability, value added, alternative or add-on minimum or other taxes, whether disputed or not, and including any interest, penalties, charges or additions attributable thereto, (ii) liability for the payment of any amount of the type described in clause (i) above arising as a result of being (or having been) a member of any group or being (or having been) included or required to be included in any Tax Return related thereto, and (iii) liability for the payment of any amount of the type described in clauses (i) or (ii) above as a result of any express or implied obligation to indemnify or otherwise assume or succeed to the liability of any other Person.

“Tax Advisor” shall have the meaning set forth in Article VIII.

“Tax Contest” shall have the meaning set forth in Section 5.01.

“Tax Information Packages” shall mean any information required in order to prepare and file any Myriad Filed Tax Return.

“Tax Return” shall mean any return, report, certificate, form or similar statement or document (including any related supporting information or schedule attached thereto and any information return, amended tax return, claim for refund or declaration of estimated tax) required to be supplied to, or filed with, a Governmental Authority or any bill for or notice related to ad valorem or other similar Taxes received from a Governmental Authority, in each case, in connection with the determination, assessment or collection of any Tax or the administration of any laws, regulations or administrative requirements relating to any Tax.

1.02 REFERENCES; INTERPRETATION. References in this Agreement to the singular shall be held to include the plural and vice versa and words of one gender shall be held to include the other gender as the context requires. The terms “hereof,” “herein,” and “herewith” and words of similar import shall, unless otherwise stated, be construed to refer to this Agreement (or the applicable Ancillary Agreement) as a whole (including all of the Schedules and Exhibits hereto and thereto) and not to any particular provision of this Agreement (or such Ancillary Agreement). Article, Section, Exhibit, Schedule and Appendix references are to the Articles, Sections, Exhibits, Schedules and Appendices to this Agreement (or the applicable Ancillary Agreement) unless otherwise specified. The word “including” and words of similar import when used in this Agreement (or the applicable Ancillary Agreement) shall mean “including, without limitation,” unless the context otherwise requires or unless otherwise specified. The word “or” shall not be exclusive. Any definition of or reference to any statute shall be construed as referring also to any rules and regulations promulgated thereunder.

ARTICLE II.

TAX RETURNS AND TAX PAYMENTS

2.01 OBLIGATIONS TO FILE TAX RETURNS.

(a) Myriad shall have the sole and exclusive responsibility for the preparation and filing of each Tax Return that (x) includes any member of the Myriad Group or the MPI Group and which is for a Tax year ending on or before the Distribution Date or (y) includes any member of the Myriad Group and that is required to be filed after the Distribution Date (each, a “Myriad Filed Tax Return”); provided, however, that (1) all Myriad Filed Tax Returns shall be prepared on a basis that is consistent with both the Contribution Tax Treatment and the Distribution Tax Treatment, (2) MPI shall promptly prepare and deliver to Myriad in a manner consistent with past practices pro forma Tax Returns and Tax Information Packages for any taxable period in which any member of the MPI Group is included in, or any portion of the MPI Business is reflected on, a Myriad Filed Tax Return, (3) Myriad shall provide to MPI sufficiently in advance of the due date for the filing thereof, and MPI shall have a reasonable opportunity to review and comment on, any such Myriad Filed Tax Return (or the relevant portion thereof) to the extent that MPI is responsible for any portion of the Taxes reported on such Myriad Filed Tax Return, and (4) in the case of any Myriad Filed Tax Return that includes any member of the MPI Group or the MPI Business only for the portion of the relevant taxable period that ends on the Distribution Date, Taxes shall be allocated to the portion of such taxable period that ends on the Distribution Date based on an actual or hypothetical closing of the books at the close of the Distribution Date. Each member of the MPI Group hereby irrevocably authorizes and designates Myriad as its agent, coordinator and administrator for the purpose of taking any and all actions necessary or incidental to the filing of any such Myriad Filed Tax Returns and, except as otherwise provided herein, for the purpose of making payments to, or collecting refunds from, any Governmental Authority in respect of a Myriad Filed Tax Return. Except as otherwise provided herein, Myriad shall have the exclusive right to file, prosecute, compromise or settle any claim for, or refund of, Taxes in respect of a Myriad Filed Tax Return for which Myriad bears responsibility hereunder and to determine whether any refunds of Taxes to which the Myriad Group may be entitled shall be received by way of refund or credit against the Tax liability of the Myriad Group.

(b) MPI shall have the sole and exclusive responsibility for the preparation and filing of each Tax Return that is required to be filed after the Distribution Date that includes any member of the MPI Group or otherwise relates to the MPI Business that is not a Myriad Filed Tax Return (each, a “MPI Filed Tax Return”); provided, however, that, except as otherwise required by law, (1) all MPI Filed Tax Returns shall be prepared on a basis that is consistent with both the Contribution Tax Treatment and the Distribution Tax Treatment, (2) MPI shall provide to Myriad sufficiently in advance of the due date for the filing thereof, and Myriad shall have a reasonable opportunity to review and comment on, any such MPI Filed Tax Return (or the relevant portion thereof) to the extent that

Myriad is responsible for any portion of the Taxes reported on such MPI Filed Tax Return, and (3) in the case of any MPI Filed Tax Return that includes any member of the MPI Group or the MPI Business only for the portion of the relevant taxable period that begins after the Distribution Date, Taxes shall be allocated to the portion of such taxable period that begins after the Distribution Date based on an actual or hypothetical closing of the books at the close of the Distribution Date.

2.02 OBLIGATION TO REMIT TAXES. Subject to Section 2.01 and subject always to the ultimate division of responsibility for Taxes set out in Section 2.03, Myriad and MPI shall each remit or cause to be remitted to the applicable Governmental Authority in a timely manner any Taxes due in respect of any Tax Return that such Party is required to file (or, in the case of a Tax for which no Tax Return is required to be filed, which is otherwise payable by such Party or a member of such Party's Group to any Governmental Authority); provided, however, that in the case of any Tax Return, the Party not required to file such Tax Return shall remit to the Party required to file such Tax Return in immediately available funds the amount of any Taxes reflected on such Tax Return for which the former Party is responsible hereunder at least two (2) Business Days before payment of the relevant amount is due to a Governmental Authority.

2.03 TAX SHARING OBLIGATIONS AND PRIOR AGREEMENTS.

(a) MPI and the members of the MPI Group shall be responsible for the payment of (and shall be entitled to any refund of or credit for) all Taxes (i) that are attributable to any member of the MPI Group or the MPI Business for any taxable period, in accordance with the principles set forth in Section 2.01(a) (4), provided, however, that (x) the determination of any such Taxes for any Pre-Distribution Period shall be made treating the MPI Group or the MPI Business, as applicable, as a stand-alone corporation, using methods and conventions consistent with past practices, (y) such Taxes shall not include any Taxes incurred by any member of any Group in connection with either the Contribution or the Distribution, and (z) such Taxes shall be net of any Tax attributes attributable to the MPI Group, the MPI Business or the Myriad Group that are available (taking into account any Tax liability incurred by any member of the Myriad Group in connection with either the Contribution or the Distribution) to reduce (whether or not they actually reduce) the Tax Liability of any member of any Group for any Pre-Distribution Period or any member of the Myriad Group for any Post-Distribution Period, or (ii) resulting from any breach of or inaccuracy in any representation, covenant or obligation of any member of the MPI Group under this Agreement (collectively, "MPI Taxes").

(b) Myriad and the members of the Myriad Group shall be responsible for the payment of (and shall be entitled to any refund of or credit for) all Taxes (i) that are attributable to any member of the Myriad Group, other than MPI Taxes, or (ii) resulting from any breach of or inaccuracy in any representation, covenant or obligation of any member of the Myriad Group under this Agreement (collectively, "Myriad Taxes").

(c) If, prior to the Distribution, a deposit (including a payment of estimated Taxes) were made with respect to any Tax for which MPI or the members of the MPI Group are responsible under this Agreement, such deposit shall be assigned to MPI and MPI shall be liable only for the amount of such Tax ultimately due in excess of the applicable deposit. To the extent the amount of such deposit exceeds the amount of Tax attributable to such deposit that is ultimately due, Myriad shall pay such excess over to MPI within five days after the filing of the applicable Myriad Filed Tax Return.

(d) Refunds received and the amount of credits claimed by one Party with respect to Taxes for which the other Party or the members of such other Party's Group are responsible under this Agreement, shall be remitted to such other Party within five days after the first Party receives such refund or files the Tax Return claiming such refund or credit, as applicable. In the event that any such credit is subsequently reduced as a result of any adjustment required by any Governmental Authority, such other Party shall pay the amount of such reduction to the first Party within five days of receiving notice of such reduction from the first Party.

(e) At MPI's request, the Myriad Group shall, at MPI's expense, use its reasonable best efforts to obtain any refund or credit of a Tax or item included in a Myriad Filed Tax Return to which any member of the MPI Group is entitled pursuant to this Agreement, including through filing appropriate forms with the applicable Governmental Authority; provided that the Myriad Group shall not be required to comply with such request if Myriad reasonably determines that attempting to obtain such refund or credit will have a material adverse impact on any member of the Myriad Group.

(f) Except as set forth in this Agreement, any and all prior Tax sharing or allocation agreements or practices between any member of the Myriad Group and any member of the MPI Group shall be terminated with respect to the MPI Group as of the Distribution Date, and no member of the MPI Group shall have any continuing rights or obligations thereunder.

2.04 AMENDED RETURNS.

(a) MPI shall not, and shall not permit any member of the MPI Group to, file any amended Tax Return that includes any member of the Myriad Group.

(b) Myriad shall not, and shall not permit any member of the Myriad Group to, file any amended Tax Return that that may increase any MPI Tax or otherwise give rise to indemnification pursuant to Section 4.01(b).

ARTICLE III.

COVENANTS

3.01 MPI COVENANTS. Notwithstanding anything else to the contrary contained in this Agreement or any other agreement, MPI (on behalf of itself and all other members of the MPI Group) hereby confirms and agrees that neither MPI nor any member of the MPI Group will take or permit to be taken any action at any time that could jeopardize the Contribution Tax Treatment, the Distribution Tax Treatment or both.

3.02 MYRIAD COVENANTS. Notwithstanding anything else to the contrary contained in this Agreement or any other agreement, Myriad (on behalf of itself and all other members of the Myriad Group) hereby confirms and agrees that neither Myriad nor any member of the Myriad Group will take or permit to be taken any action at any time that could jeopardize, the Contribution Tax Treatment, the Distribution Tax Treatment or both. Notwithstanding the foregoing, Myriad or a member of the Myriad Group may take or permit to be taken any action prohibited by the preceding sentence, subject to, and without limiting or modifying, Myriad's continuing indemnification obligation under Section 4.01(a), if (x) Myriad obtains the written consent of MPI (which consent shall not be unreasonably withheld) or (y) Myriad obtains a ruling from the Internal Revenue Service or an opinion of a nationally recognized law firm, in form and substance reasonably satisfactory to MPI, that the taking of such action will not materially adversely affect either the Contribution Tax Treatment or the Distribution Tax Treatment.

ARTICLE IV.

INDEMNITY OBLIGATIONS AND PAYMENTS

4.01 INDEMNITY OBLIGATIONS.

(a) Notwithstanding whether any action is permitted or consented to hereunder and notwithstanding anything else to the contrary contained herein, Myriad shall indemnify and hold harmless MPI, each member of the MPI Group and their respective directors, officers and employees (collectively, the "MPI Indemnitees") from and against, and will reimburse the MPI Indemnitees for (i) all Myriad Taxes and (ii) all Taxes, Liabilities and related losses arising out of, based upon or relating or attributable to any breach of or inaccuracy in any representation, covenant or obligation of any member of the Myriad Group under this Agreement.

(b) MPI shall indemnify and hold harmless Myriad, each member of the Myriad Group and their respective directors, officers and employees (collectively, the "Myriad Indemnitees") from and against, and will reimburse the Myriad Indemnitees for (i) all MPI Taxes and (ii) all Taxes, Liabilities and related losses arising out of, based upon or relating or attributable to any breach of or inaccuracy in any representation, covenant or obligation of any member of the MPI Group under this Agreement.

4.02 NOTICE. The Parties shall give each other prompt written notice of any payment that may be due to the provider of such notice under this Agreement.

4.03 TREATMENT OF PAYMENTS. The Parties agree that any payment made between the Parties pursuant to this Agreement or any other Ancillary Agreement with respect to a Pre-Distribution Period or as a result of an event or action occurring in a Pre-Distribution Period shall be treated, to the extent permitted by law, for all Tax purposes as a nontaxable payment (i.e., a distribution or a capital contribution) made immediately prior to the Distribution.

ARTICLE V. TAX CONTESTS

5.01 NOTICE. Myriad shall promptly notify MPI in writing upon receipt by Myriad or any member of the Myriad Group of a written communication from any Governmental Authority with respect to any pending or threatened audit, dispute, suit, action, proposed assessment or other proceeding (a “Tax Contest”) concerning any Taxes for which MPI may be liable under this Agreement. MPI shall promptly notify Myriad in writing upon receipt by MPI or any member of the MPI Group of a written communication from any Governmental Authority with respect to any Tax Contest concerning any Taxes for which Myriad may be liable under this Agreement.

5.02 CONTROL OF CONTESTS BY MYRIAD. Myriad shall have the sole responsibility and control over the handling of any Tax Contest, including the exclusive right to communicate with agents of the Governmental Authority and to control, resolve, settle or agree to any deficiency, claim or adjustment proposed, asserted or assessed in connection with or as a result of any such Tax Contest, involving (i) any Myriad Filed Tax Return, or (ii) the Contribution or the Distribution or any transaction associated therewith as described in the Separation Agreement. Subject to Myriad’s control right, upon request by MPI, MPI shall, at MPI’s expense, be allowed to participate in the handling of any such Tax Contest with respect to any item that may affect the liability of MPI or any member of the MPI Group under this Agreement or that relates to the Contribution Tax Treatment or the Distribution Tax Treatment, and Myriad shall not settle any such Tax Contest without the consent of MPI, which consent shall not be unreasonably withheld, conditioned or delayed. Notwithstanding anything else to the contrary contained herein, in the case of any such Tax Contest relating to the Contribution Tax Treatment or the Distribution Tax Treatment, absent a settlement of such Tax Contest pursuant to the preceding sentence, Myriad shall be required to exhaust, at MPI’s expense, all administrative remedies available with respect to such Tax Contest.

5.03 CONTROL OF CONTESTS BY MPI. MPI shall have the full responsibility and control over the handling of any Tax Contest, including the exclusive right to communicate with agents of the Governmental Authority and to control, resolve, settle or agree to any deficiency, claim or adjustment proposed, asserted or assessed in connection with or as a result of any such Tax Contest, involving any MPI Filed Tax Return. Subject to MPI’s control right, upon request by Myriad, Myriad shall, at Myriad’s expense, be allowed to participate in the handling of any such Tax Contest with respect to any item that may affect the liability of Myriad or any member of the Myriad Group under this Agreement.

ARTICLE VI. COOPERATION

6.01 GENERAL. Each Party shall fully cooperate, and shall cause all members of such Party’s Group to fully cooperate, with the other Party in connection with the preparation and filing of any Tax Return or the conduct of any Tax Contest (including, where appropriate or necessary, providing a power of attorney) concerning any issues or any other matter contemplated under this Agreement. Each Party shall make its employees and facilities available on a mutually convenient basis to facilitate such cooperation.

6.02 CONSISTENT TREATMENT. Unless and until there has been a Final Determination to the contrary, each Party agrees not to take any position on any Tax Return, in connection with any Tax Contest or otherwise that is inconsistent with (a) the allocation of Taxes between the Myriad Group and the MPI Group as set forth in this Agreement or (b) the Contribution Tax Treatment and the Distribution Tax Treatment.

ARTICLE VII. RETENTION OF RECORDS; ACCESS

7.01 RETENTION OF RECORDS; ACCESS. For so long as the contents thereof may become material in the administration of any matter under applicable Tax law, but in any event until the later of (i) the expiration of any applicable statute of limitation and

(ii) seven years after the Distribution Date, the Parties shall (a) retain records, documents, accounting data and other information (including computer data) necessary for the preparation and filing of all Tax Returns in respect of Taxes of any member of either the Myriad Group or the MPI Group for any Pre-Distribution Period or any Post-Distribution Period or for any Tax Contests relating to such Tax Returns, and (b) give to the other Party reasonable access to such records, documents, accounting data and other information (including computer data) and to its personnel (ensuring their cooperation) and premises, for the purpose of the review or audit of such Tax Returns to the extent relevant to an obligation or liability of a Party under this Agreement or for purposes of the preparation or filing of any such Tax Return, the conduct of any Tax Contest or any other matter reasonably and in good faith related to the Tax affairs of the requesting Party. At any time after the Distribution Date that a Party proposes to destroy such material or information, it shall first notify the other Party in writing and the other Party shall be entitled to receive such materials or information proposed to be destroyed.

ARTICLE VIII. DISPUTE RESOLUTION

8.01 DISPUTE RESOLUTION. The Parties shall attempt in good faith to resolve any disagreement arising under this Agreement, including any dispute in connection with a claim by a third party (a “Dispute”). Either Party may give the other Party written notice of any Dispute not resolved in the normal course of business. If such a Dispute is not resolved within sixty (60) days following the date on which one Party gives such notice, the Parties shall jointly retain a nationally recognized law or accounting firm, reasonably acceptable to the Parties (the “Tax Advisor”), to act as an arbitrator in order to resolve the Dispute. The Tax Advisor’s determination as to any Dispute shall be made in accordance with the terms of this Agreement and shall be final and binding on the Parties and not subject to collateral attack for any reason (other than manifest error). All fees and expenses of the Tax Advisor shall be shared equally by Myriad, on the one hand, and MPI, on the other hand.

ARTICLE IX. MISCELLANEOUS PROVISIONS

9.01 GOVERNING LAW. This Agreement, except as expressly provided herein, shall be governed by and construed and interpreted in accordance with the laws of the State of Delaware, irrespective of the choice of laws principles of the State of Delaware as to all matters, including matters of validity, construction, effect, enforceability, performance and remedies.

9.02 APPLICATION TO PRESENT AND FUTURE SUBSIDIARIES. This Agreement is being entered into by Myriad and MPI on behalf of themselves and the members of their respective Groups. This Agreement shall constitute a direct obligation of each such entity. Articles III and VI of this Agreement shall be deemed to have been readopted and affirmed on behalf of any entity that becomes a Subsidiary of Myriad or MPI in the future.

9.03 FURTHER ASSURANCES. Subject to the provisions hereof, the Parties hereto shall make, execute, acknowledge and deliver such other instruments and documents, and take all such other actions, as may be reasonably required in order to effectuate the purposes of this Agreement and to consummate the transactions contemplated hereby.

9.04 SURVIVAL. Notwithstanding any other provision of this Agreement to the contrary, all representations, covenants and obligations contained in this Agreement shall survive until the expiration of the applicable statute of limitations with respect to any such matter (including extensions thereof).

9.05 ADDRESSES AND NOTICES. All notices, consents, requests, instructions, approvals, statements, reports and other communications provided for herein shall be in writing and shall be deemed to be duly given when (a) delivered in person or (b) deposited in the United States mail or private express mail, postage prepaid, addressed as follows:

If to Myriad:

Myriad Genetics, Inc.
320 Wakara Way
Salt Lake City, UT 84108
Attn: President and CEO

If to MPI:

Myriad Pharmaceuticals, Inc.
305 Chipeta Way
Salt Lake City, UT 84108
Attn: President and CEO

Either Party may, by notice to the other Party, change the address to which such notices are to be given. Notice delivered personally shall be deemed delivered when received by the recipient. Notice given by mail as set out above shall be deemed delivered five calendar days after the date the same is mailed.

9.06 BINDING EFFECT. This Agreement shall be binding upon and inure to the benefit of the Parties and their successors and assigns.

9.07 WAIVERS OF DEFAULT. The failure of either Party to require strict performance by the other Party of any provision in this Agreement, or to exercise any right or remedy under this Agreement will not waive or diminish such Party's right to demand strict performance or exercise thereafter of that or any other provision, right or remedy hereof.

9.08 INVALIDITY OF PROVISIONS. If any provision of this Agreement or the application thereof to any Person or circumstance is determined by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions hereof, or the application of such provision to Persons or circumstances or in jurisdictions other than those as to which it has been held invalid or unenforceable, shall remain in full force and effect and shall in no way be affected, impaired or invalidated thereby, so long as the economic or legal substance of the transactions contemplated hereby or thereby, as the case may be, is not affected in any manner adverse to any Party. Upon such determination, the Parties shall negotiate in good faith in an effort to agree upon such a suitable and equitable provision to affect the original intent of the Parties.

9.09 COMPLETE AGREEMENT. This Agreement contains the entire agreement between the Parties pertaining to the subject matter of this Agreement and supersedes all prior agreements, negotiations, discussions, writings, understanding, commitments and conversations pertaining thereto and there are no agreements or understandings between the Parties other than those set forth or referred to in this Agreement. In the event of any inconsistency between this Agreement and the Separation Agreement or any other agreements relating to the transactions contemplated by the Separation Agreement, the provisions of this Agreement shall control.

9.10 CONSTRUCTION. The language in all parts of this Agreement shall in all cases be construed according to its fair meaning and shall not be strictly construed for or against any Party.

9.11 NO DOUBLE RECOVERY. No provision of this Agreement shall be construed to provide an indemnity or other recovery for any costs, damages or other amounts for which the damaged Party has been fully compensated under any other provision of this Agreement or under any other agreement or action at law or equity. Unless expressly required in this Agreement, a Party shall not be required to exhaust all remedies available under other agreements or at law or equity before recovering under the remedies provided in this Agreement.

9.12 SETOFF. All payments to be made by any Party under this Agreement may be netted against payments due to such Party under this Agreement, but otherwise shall be made without setoff, counterclaim or withholding, all of which are hereby expressly waived.

9.13 COUNTERPARTS. This Agreement may be executed in one or more counterparts, each of which shall be considered one and the same agreement, and shall become effective when each counterpart has been signed by each of the Parties and delivered to the other Party.

9.14 NO THIRD PARTY RIGHTS. This Agreement is only intended to allocate the responsibility for certain Taxes between Myriad and MPI and to address the other Tax matters stated herein. Nothing in this Agreement, express or implied, is intended or shall confer any right, benefit, claim or remedy of any nature whatsoever under or by reason of this Agreement upon any member of a Party's group or Person other than Myriad and MPI. Myriad and MPI acknowledge and agree that the respective rights of the Myriad Indemnitees and the MPI Indemnitees expressly provided under this Agreement may only be enforced by Myriad and MPI, respectively.

9.15 SEPARATION AGREEMENT. To the extent not inconsistent with any specific term of this Agreement, the provisions of the Separation Agreement shall apply in relevant part to this Agreement, including Sections 11.1 (Termination), 12.10 (Headings), 12.13 (Specific Performance), 12.14 (Amendments) and 12.15 (Waiver of Jury Trial).

[Signature Page Follows]

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SUBLEASE AGREEMENT

LANDLORD: Myriad Genetics, Inc.
TENANT: Myriad Pharmaceuticals, Inc.

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SUBLEASE AGREEMENT
RESEARCH PARK BUILDING—PHASE V

THIS SUBLEASE AGREEMENT (the “Lease”) is made and entered into effective as of July 1, 2009 by and between Myriad Genetics, Inc. (the “Landlord”), and Myriad Pharmaceuticals, Inc. (the “Tenant”).

For and in consideration of the rental to be paid by Tenant and of the covenants and agreements herein set forth to be kept and performed by Tenant, Landlord hereby subleases to Tenant and Tenant hereby subleases from Landlord, the Leased Premises (as hereafter defined), at the rental and subject to and upon all of the terms, covenants and agreements hereinafter set forth.

I. PREMISES

1.1 Description of Premises. Landlord does hereby demise, sublease and let unto Tenant, and Tenant does hereby take and receive from Landlord the following:

(a) That certain floor area containing approximately 87,000 gross rentable square feet (the “Leased Premises”), more particularly, 30,675 gross rentable square feet on Floor One, 26,886 gross rentable square feet on Floor Two, 22,261 gross rentable square feet on level three, 7,178 gross rentable square feet of Mechanical, Electrical and of storage space in the three story office building (the “Building”) located at approximately 300 South Chipeta Way in Salt Lake City, Utah, on the real property (the “Property”) described on Exhibit “A” attached hereto and by this reference incorporated herein. The Building to be constructed is described on the Plans and Specifications attached as Exhibit “B.” In addition to the foregoing, the Leased Premises shall also include approximately 1960 gross rentable square feet being presently utilized as laboratory facilities located on the P1 level of Building No. 3, located at 320 Wakara Way in Salt Lake City, Utah (the “Laboratory Facility”).

(b) Such non-exclusive rights-of-way, easements and similar rights with respect to the Building and Property and the Laboratory Facility, as may be reasonably necessary for access to and egress from, the Leased Premises.

(c) The exclusive right to use Two Hundred Eight (208) designated stalls in the parking structure under the building for which Tenant shall pay Landlord the sum of \$36,250.00 per month and shall be subject to annual adjustments as specified in Section 3.1 of the Lease.

1.2 Work of Improvement. The obligation of Landlord and Tenant to perform the work and supply the necessary materials and labor to prepare the Leased Premises for occupancy is described in detail on Exhibit “C”. Landlord and Tenant shall expend all funds and do all acts required of them as described on Exhibit “C” and shall perform or

have the work performed promptly and diligently in a first class and workmanlike manner.

1.3 Construction of Shell Building. Landlord shall, through its landlord Boyer Research Park Associates IX ("Boyer"), at Boyer's own cost and expense, cause to be constructed and completed a three story 87,000 gross rentable square foot building and cause all of the construction which is to be performed in completing the Building and performing the work (including the Tenant Finish work) as set forth on Exhibit "C", to be substantially completed as evidenced by a Certificate of Occupancy, and the Leased Premises ready for Tenant's occupancy as soon as reasonably possible, but in no event later than Eighteen months from Landlord's or Boyer's receipt of a building permit ("Target Date"). In the event that Landlord's construction obligation has not been fulfilled upon the expiration of the "Target Date", Tenant shall have the right to charge Landlord and cause Landlord to pay any increased costs associated with Tenant's current leases due to holding over in such space or moving to temporary space; provided that under no circumstances shall Landlord be liable to Tenant resulting from delay in construction covered by circumstances beyond Landlord's or Boyer's direct control.

1.4 Construction of Tenant Finish. Upon completion of Tenant Finish plans as contemplated by Exhibit "C," Landlord shall provide a budget for Tenant's approval (see Exhibit "E"). Landlord shall itemize each part of the construction and its associated estimated cost. Tenant shall be obligated for all Tenant Finish costs shown on Exhibit "E". Upon acceptance by Tenant of the budget, Landlord shall cause to be constructed in accordance with Exhibit "C" all items pertaining to the Tenant Finish, including the obligation to pay for all cost changes not initiated by Tenant.

II. TERM

2.1 Length of Term. The term of this Lease shall be for a period of three (3) years plus the partial calendar month, if any, occurring after the Commencement Date (as hereinafter defined) if the Commencement Date occurs other than on the first day of a calendar month.

2.2 Commencement Date; Obligation to Pay Rent. The term of this Lease and Tenant's obligation to pay rent hereunder shall commence on the first to occur of the following dates ("Commencement Date"):

(a) The date Tenant occupies the Leased Premises and conducts business.

(b) The date fifteen (15) days after the Landlord, or Landlord's supervising contractor, notified Tenant in writing that Landlord's construction obligations respecting the Leased Premises have been fulfilled and that the Leased Premises are ready for

occupancy. Such notice shall be accompanied by an occupancy permit and a certificate from the Building Architect stating that remaining punch list items can be completed within fifteen (15) days and will not materially interfere with Tenant's business.

2.3 Option to Extend. Landlord grants Tenant the right to extend this Lease for four additional periods of three years each by giving Landlord six (6) months prior written notice. All terms and conditions of the Lease during the extension terms shall remain the same, with the exception the new Basic Annual Rent and new Laboratory Facility Basic Annual Rent for each renewal period shall be adjusted as provided for in section 3.1 below.

2.4 Acknowledgment of Commencement Date. Landlord and Tenant shall execute a written acknowledgment of the commencement Date in the form attached hereto as Exhibit "D".

III. BASIC RENTAL PAYMENTS

3.1 Basic Annual Rent. Tenant agrees to pay to Landlord as basic annual rent (the "Basic Annual Rent") at such place as Landlord may designate, without prior demand therefore and without any deduction or set off whatsoever, the sum of Two Million Ninety Nine Thousand Six Hundred Seventy Four dollars and no/100 (2,099,674.00). Said Basic Annual Rent shall be due and payable in twelve (12) equal monthly installments to be paid in advance on or before the first day of each calendar month during the term of the Lease. If the Lease is extended as provided for in section 2.3, then the Basic Annual Rent shall escalate at the beginning of the fourth year and every three (3) years thereafter using either a 3% annually compounded rate or the change in the All Urban Index, whichever is less (each such anniversary being referred to as an "adjustment date"). For purposes of this Lease the term "All Urban Index" shall mean the Consumer Price Index for All Urban Consumers-U.S. City Average-all Items (1982-1984 equals 100 base) as published by the United States Bureau of Labor Statistics or any successor agency or any other index hereinafter employed by the Bureau of Labor Statistics in lieu of said index. The price index for the third month proceeding the month in which the Lease commences shall be considered the Basic Price Index. Therefore, the beginning of the fourth year and every three years thereafter, the Basic Annual Rent set forth in this Section 3.1 shall be adjusted by multiplying such rental by a fraction, the numerator of which is the Price Index for the third month preceding the beginning of the anniversary (or each such adjustment date) and the denominator of which is the Basic Price Index. Additionally, the Laboratory Facility Basic Annual Rent will be adjusted in the same manner.

In no event shall Basic Annual Rent or the Laboratory Facility Basic Annual Rent be reduced. In the event the Commencement Date occurs on a day other than the first day of a calendar month, then rent shall be paid on the Commencement Date for the initial fractional calendar month prorated on a per-diem basis (based upon a thirty (30) day month).

3.2 Laboratory Facility Basic Annual Rent. In addition to the Basic Annual Rent provided for in section 3.1, Tenant agrees to pay Landlord as basic annual rent (the "Laboratory Facility Basic Annual Rent") for the Laboratory Facility, at such place as Landlord may designate, without prior demand therefore and without any deduction or set off whatsoever, the sum of \$60,000; such rent amount shall be due and payable in twelve (12) equal monthly installments to be paid in advance on or before the first day of each calendar month during the term of the Lease. The Laboratory Facility Basic Annual Rent shall be inclusive of all costs for reasonable and customary utilities and janitorial costs. The Laboratory Facility Basic Annual Rent shall be adjusted as provided for in section 3.1 if the Lease term is extended as provided for in section 2.3.

3.3 Additional Monetary Obligations. Tenant shall also pay as rental (in addition to the Basic Annual Rent and the Laboratory Facility Basic Annual Rent) all other sums of money as shall become due and payable by Tenant to Landlord under this Lease. Landlord shall have the same remedies in the case of a default in the payment of said other sums of money as are available to Landlord in the case of a default in the payment of one or more installments of Basic Annual Rent and the Laboratory Facility Basic Annual Rent.

IV. ADDITIONAL RENT

4.1 Basic Annual Rent. It is the intent of both parties that the Basic Annual Rent herein specified shall be absolutely net to the Landlord throughout the term of this Lease, and that all costs, expenses and obligations relating to Tenant's pro-rata share of the Building, Property and/or Building, Property and/or Leased Premises which may arise or become due during the term shall be paid by Tenant in the manner hereafter provided.

For purposes of this Part IV and the Lease in general, the following words and phrases shall have the meanings set forth below:

(a) "Basic Costs" shall mean all actual costs and expenses incurred by Landlord in connection with the ownership, operation, management and maintenance of the Building and Property and related improvements located thereon (the "Improvements"), including, but not limited to, all expenses incurred by Landlord as a result of Landlord's compliance with any and all of its obligations under this Lease other than the performance by Landlord of its work under Sections 1.2, 1.3 and 1.4 of this Lease or similar provisions of leases with other tenants. In explanation of the foregoing, and not in limitation thereof, Basic Costs shall include: all real and personal property taxes and assessments (whether general or special, known or unknown, foreseen or unforeseen) and any tax or assessment levied or charged in lieu thereof, whether assessed against Landlord and/or Tenant and whether collected from Landlord and/or Tenant; snow removal, trash removal, supplies, insurance, license, permit and inspection fees, cost of services of independent contractors, cost of compensation (including employment taxes and fringe benefits) of all persons who perform regular and recurring duties connected with day-to-day operation, maintenance, repair, and replacement of the Building, its equipment and the adjacent walk, and landscaped area

(including, but not limited to janitorial, scavenger, gardening, security, parking, elevator, painting, plumbing, electrical, mechanical, carpentry, window washing, structural and roof repairs, land lease payments to the University Research Park and reserves (Landlord may collect up to one percent (1%) of total Basic Costs as a contribution toward reserves), signing and advertising, and rental expense or a reasonable allowance for depreciation of personal property used in the maintenance, operation and repair of the Building. Basic Costs shall not include expenses incurred in connection with leasing, renovating, or improving space for tenant, expenses incurred for repairs resulting from damage by fire, windstorm or other casualty, to the extent such repairs are paid for by insurance proceeds, expenses paid by any tenant directly to third parties, or as to which Landlord is otherwise reimbursed by any third party or Tenant; expenses which, by generally accepted accounting principles, are treated as capital items except that if, as a result of governmental requirements, laws or regulations, Landlord shall expend monies directly or indirectly for improvements, additions or alterations to the Building which, by generally accepted accounting principles, are treated as a capital expenditures, the amortization of such capital expenditures based on a life acceptable to the appropriate taxing authority together with interest at the rate of 9% per annum shall be considered Basic Costs. The foregoing notwithstanding, Basic Costs shall not include depreciation on the Building and Tenant Finish; amounts paid toward principal or interest of loans of Landlord; nor shall Basic Costs include "Direct Costs" as defined in Section 4.1(b) below.

(b) "Direct Costs" shall mean all actual costs and expense incurred by Landlord in connection with the operation, management, maintenance, replacement, and repair of tenants' premises, including but not limited to janitorial services (if Landlord is responsible to provide this service), maintenance, repairs, supplies, utilities, heating, ventilation, air conditioning, and property management fees, which property management fees shall be equal to a percentage of Tenant's Basic Annual Rent and Estimated Costs including electricity, which percentage shall not exceed one percent (1%) of the sum of Basic Annual Rent, Estimated Costs and cost of electricity for the Leased Premises.

(c) "Estimated Costs" shall mean the projected amount of Tenant's Direct Costs and Basic Costs, excluding the costs of electricity provided to Tenant's Leased Premises. The Estimated Costs for the calendar year in which the Lease commences are \$343,998.00, and are not included in the Basic Annual Rent. If the Estimated Costs as of the date Tenant takes occupancy are greater than Tenant's Estimated Costs at the time this Lease is executed, the Estimated Costs shall be increased to equal the Estimated Costs as of the date of Tenant's occupancy.

(d) "Tenant's Proportionate Share of Basic Costs" shall mean the percentage derived from the fraction, the numerator of which is the gross rentable square footage of the Lease Premises (87,000), the denominator of which is the gross rentable square footage of the building (87,000). In this Lease, Tenant's Proportionate Share of Basic Costs shall be 100% of the Basic Costs for the Leased Premises.

4.2 Report of Basic Costs and Statement of Estimated Costs.

(a) After the expiration of each calendar year occurring during the term of this Lease, Landlord shall furnish Tenant a written statement of Tenant's Proportionate Share of Basic Costs (Section 4.1(d)) and the Tenant's Direct Costs occurring during the previous calendar year. The written statement shall specify the amount by which Tenant's Direct Costs and Basic Costs exceed or are less than the amounts paid by Tenant during the previous calendar year pursuant to Section 4.3(b) below.

(b) At the same time specified in Section 4.2(a) above, Landlord shall furnish Tenant a written statement of the Estimated Costs for the then current calendar year.

4.3 Payment of Additional Rent. Tenant shall pay as additional rent ("Additional Rent") Tenant's Direct Costs and Tenant's Proportionate Share of Basic Costs. The Additional Rent shall be paid as follows:

(a) With each monthly payment of Basic Annual Rent due pursuant to Section 3.1 above, Tenant shall pay to Landlord, without offset or deduction, one-twelfth (1/12th) of the Estimated Costs as defined in Section 4.1(c).

(b) Within thirty (30) days after delivery of the written statement referred to in section 4.2(a) above, Tenant shall pay to Landlord the amount by which Tenant's Direct Costs and Basic Costs, as specified in such written statements, exceed and aggregate of Estimated Costs actually paid by Tenant for the year at issue. Tenant shall have the right to audit Landlord's books upon reasonable notice. Tenant shall pay costs associated with the audit unless Tenant finds that Landlord has inflated expenses by more than ten percent (10%), in which case, Landlord will pay audit charges. Payments by Tenant shall be made pursuant to this Section 4.3(b) notwithstanding that a statement pursuant to Section 4.2(a) is furnished to Tenant after the expiration of the term of this Lease.

(c) If the annual statement of costs indicates that the Estimated Costs paid by Tenant pursuant to subsection (b) above for any year exceeded Tenant's actual Direct Costs and Basic Costs for the same year, Landlord, at its election, shall either (i) promptly pay the amount of such excess to Tenant, or (ii) apply such excess against the next installment of Basic Annual Rental or Additional Rent due hereunder.

4.4 Resolution of Disagreement. Every statement given by Landlord pursuant to Section 4.2 shall be conclusive and binding upon Tenant unless within sixty (60) days after the receipt of such statement Tenant shall notify Landlord that it disputes the correctness thereof, specifying the particular respects in which the statement is claimed to be incorrect. If such dispute shall not have been settled by agreement, the parties hereto shall submit the dispute to arbitration within ninety (90) days after Tenant's receipt of statement. Pending the determination of such dispute by agreement or arbitration as aforesaid, Tenant shall, within thirty (30) days after receipt of such statement, pay Additional Rent in accordance with Landlord's statement, and such payment shall be without prejudice to Tenant's position. If the dispute shall be determined in Tenant's favor, Landlord shall forthwith pay Tenant the amount of Tenant's overpayment of rents resulting from compliance with Landlord's statement, including interest on disputed amounts at prime plus two percent (2%). Landlord agrees to grant Tenant reasonable access to Landlord's books and records for the purpose of verifying Basic Costs and Direct Costs for operating expenses incurred by Landlord.

4.5 Limitations. Nothing contained in this Part IV shall be construed at any time so as to reduce the monthly installments of Basic Annual Rent and Laboratory Facility Basic Annual Rent payable hereunder below the amount set forth in Section 3.1 and 3.2, respectively, of this Lease.

V. SECURITY DEPOSIT

On the Commencement Date, Tenant shall pay Landlord the sum of one month's Basic Annual Rent as a Security Deposit to secure the performance of Tenant's obligations hereunder. The Security Deposit shall be returned to Tenant thirty (30) days following the termination of the Lease, less any amounts that Landlord may reasonably retain as an off set to cover (i) any amounts due and owing Landlord under the Lease; and (ii) any repairs or damages to the Leased Premises occasioned by Tenant's use of, or exiting from, the Leased Premises.

VI. USE

6.1 Use of Leased Premises. The Leased Premises shall be used and occupied by Tenant for commercial laboratory, pharmaceutical research and development, and general office purposes only and for no other purpose whatsoever without the prior written consent of Landlord.

6.2 Prohibition of Certain Activities or Uses. The Tenant shall not do or permit anything to be done in or about, or bring or keep anything in the Leased Premises which is prohibited by this Lease or will, in any way or to any extent:

(a) Adversely affect any fire, liability or other insurance policy carried with respect to the Building, the Leased Premises or any of the contents of the Building or Leased Premises (except with Landlord's express written permission, which will not be unreasonably withheld, but which may be contingent upon Tenant's agreement to bear any additional costs, expenses or liability for risk that may be involved).

(b) Conflict with or violate any law, statute, ordinance, rule, regulation or requirement of any governmental unit, agency or authority (whether existing or enacted as promulgated in the future, known or unknown, foreseen or unforeseen).

(c) Adversely overload the floors or otherwise damage the structural soundness of the Leased Premises or Building, or any part thereof (except with Landlord's express written permission, which will not be unreasonably withheld, but which may be contingent upon Tenant's agreement to bear any additional costs, expenses or liability for risk that may be involved).

6.3 Affirmative Obligations with Respect to Use.

(a) Tenant will comply with all governmental laws, ordinances, regulations, and requirements, now in force or which hereafter may be in force, of any lawful governmental body or authorities having jurisdiction over the Leased Premises, will keep the Leased Premises and every part thereof in a clean, neat, and orderly condition, free of objectionable noise, odors, or nuisances, will in all respects and at all times fully comply with all applicable health and policy regulations, and will not suffer, permit, or commit any waste.

(b) At all times during the term hereof, Tenant shall, at Tenant's sole cost and expense, comply with all statutes, ordinances, laws, orders, rules, regulations and requirements of all applicable federal, state, county, municipal and other agencies or authorities, now in effect or which may hereafter become effective, which shall impose any duty upon Landlord or Tenant with respect to the use, occupation or alterations of the Leased Premises (including, without limitation, all applicable requirements of the Americans with Disabilities Act of 1990 and all other applicable laws relating to people with disabilities, and all rules and regulations which may be promulgated hereunder from time to time and whether relating to barrier removal, providing auxiliary aids and services or otherwise) and upon request of Landlord shall deliver evidence thereof to Landlord.

6.4 Suitability. The Leased Premises, Building and Improvements (and each and every part thereof) shall be deemed to be in satisfactory condition unless, within ninety (90) days after the Commencement Date, Tenant shall give Landlord written notice specifying, in reasonable detail, the respects in which the Leased Premises, Building or Improvements are not in satisfactory condition. Landlord, through Boyer, shall pass through those warranties as provided in Exhibit C, Section II, paragraphs C and E.

6.5 Taxes. Tenant shall pay all taxes, assessments, charges, and fees which during the term hereof may be imposed, assessed or levied by any governmental or public authority against or upon Tenant's use of the Leased Premises or any personal property or fixture kept or installed therein by Tenant and on the value of leasehold improvements to the extent that the same exceed Building allowances; excluding therefrom any taxes, assessments, charges and fees attributable to the Laboratory Facilities.

VII. UTILITIES AND SERVICES

7.1 Obligation of Landlord. During the term of this Lease the Landlord and Tenant agree that following Landlord's construction and installation of the base Mechanical, Electrical and Elevator systems in the Building per the plans and specifications, Tenant shall manage the periodic maintenance and pay for all expenses related thereto for the term of the Lease. Tenant further agrees to manage the janitorial service, security system, snow removal service, landscaping and grounds keeping services and elevator service within the Building and pay for the expense thereof through the term of the Lease.

7.2 Tenant's Obligations. Tenant shall arrange for and shall pay the entire cost and expense of all telephone stations, equipment and use charges, electric light bulbs (but not fluorescent bulbs used in fixtures originally installed in the Leased Premises) and all other materials and services not expressly required to be provided and paid for pursuant to the provisions of Section 7.1 above.

7.3 Additional Limitations. If and where heat generating machines devices are used in the Leased Premises which affect the temperature otherwise maintained by the air conditioning system, Landlord reserves the right with Tenant's concurrence to install additional or supplementary air conditioning units for the Leased premises, and the entire cost of installing, operating, maintaining and repairing the same shall be paid by Tenant to Landlord promptly after demand by Landlord.

7.4 Limitation on Landlord's Liability. Landlord shall not be liable for and Tenant shall not be entitled to terminate this Lease or to effectuate any abatement or reduction of rent by reason of Landlord's failure to provide or furnish any of the foregoing utilities or services if such failure was reasonably beyond the control of Landlord. In no event shall Landlord be liable for loss or injury to persons or property, however, arising or occurring in connection with or attributable to any failure to furnish such utilities or services even if within the control of Landlord, except in the event of Landlord's negligence or intentional conduct.

VIII. MAINTENANCE AND REPAIRS; ALTERATIONS; ACCESS

8.1 Maintenance and Repairs by Landlord. Landlord shall maintain in good order, condition and repair the structural components of the Leased Premises, including without limitation roof, exterior walls and foundations, as well as all repairs covered under construction warranties provided if Landlord is required to make structural repairs by reason of Tenant's negligent acts or omissions, Tenant shall pay Landlord's costs for

making such repairs.

8.2 Maintenance and Repairs by Tenant. Tenant, at Tenant's sole cost and expense and without prior demand being made, shall maintain the Leased Premises in good order, condition and repair, and will be responsible for the painting, carpeting or other interior design work of the Leased Premises beyond the initial construction phase as specified in Section 1.4 and Exhibit "C" and "E" of the Lease and shall maintain all equipment and fixtures installed by Tenant. If repainting or recarpeting is required and authorized by Tenant, the cost for such are the sole obligation of Tenant and shall be paid for by Tenant immediately following the performance of said work and a presentation of an invoice for payment.

8.3 Tenant Approval of Management and Maintenance Services. Tenant shall have the right to approve of persons who have or will contract with Landlord for Building and Property management and maintenance services. In addition, in the event that Tenant reasonably believes that another person could (i) provide better property management or maintenance service at the same or less cost than the person currently providing such property management or maintenance service, or (ii) provide equal property management or maintenance service for less cost, then Tenant shall, at its option, provide to Landlord the name and address of such person. Landlord agrees to take reasonable steps to verify that such person referred by Tenant could better or more economically provide the contracted for management and/or maintenance services for the Building and/or Property, then upon such verification, Landlord agrees to contract with and substitute such person to provide such service. The foregoing applies to services rendered pursuant to Articles 4, 7 and 8.

8.4 Alterations. Tenant shall not make or cause to be made any alterations, additions or improvements or install or cause to be installed any fixtures, signs, floor coverings, interior or exterior lighting, plumbing fixtures, or shades or awnings, or make any other changes to the Leased Premises without first obtaining Landlord's written approval, which approval shall not be unreasonably withheld. Tenant shall present to the Landlord plans and specifications for such work at the time approval is sought. In the event Landlord consents to the making of any alterations, additions, or improvements to the Leased Premises by Tenant, the same shall be made by Tenant at Tenant's sole cost and expense. All such work with respect to any alterations, additions, and changes shall be done in a good and workmanlike manner and diligently prosecuted to completion such that, except as absolutely necessary during the course of such work, the Leased Premises shall at all times be a complete operating unit. Any such alterations, additions, or changes shall be performed and done strictly in accordance with all laws and ordinances relating thereto. In performing the work or any such alterations, additions, or changes, Tenant shall have the same performed in such a manner as not to obstruct access to any portion of the Building. Any alterations, additions, or improvements to or of the Leased Premises, including, but not limited to, wall covering, fume hoods, darkroom, paneling, and built-in cabinet work,

but excepting movable furniture and equipment, shall at once become a part of the realty and shall be surrendered with the Premises, unless Landlord and Tenant agree at any time that the specific improvement may be removed by Tenant at the end of the Term provided Tenant restores the premises to its original condition, wear and tear excepted. If there is an agreement to allow removal, such items which are the subject of agreement shall be listed on Exhibit F which agreement, as may be revised by the parties from time to time, shall be made a part of this Lease.

8.5 Landlord's Access to Leased Premises. Landlord (including Boyer as landlord to Landlord) shall have the right to place, maintain, and repair all utility equipment of any kind in, upon, and under the Leased Premises as may be necessary for the servicing of the Leased Premises and other portion of the Building. Landlord shall upon providing adequate notice to Tenant, also have the right to enter the Leased Premises at all times to inspect or to exhibit the same to prospective purchasers, mortgagees, tenants, and lessees, and to make such repairs, additions, alterations, or improvements as Landlord may deem desirable. Landlord shall be allowed to take all material upon said Leased Premises that may be required therefore without the same constituting an actual or constructive eviction of Tenant in whole or in part and the rents reserved herein shall in no wise abate while said work is in progress by reason of loss or interruption of Tenant's business or otherwise, and Tenant shall have no claim for damages unless due to Landlord negligence. During the three (3) months prior to expiration of this Lease or of any renewal term, Landlord may place upon the Leased Premises "For Lease" or "For Sale" signs which Tenant shall permit to remain thereon.

IX. ASSIGNMENT

9.1 Assignment Prohibited. Tenant shall not transfer, assign, mortgage, or hypothecate this Lease, in whole or in part, or permit the use of the Leased Premises by any person or persons other than Tenant, or sublet the Leased Premises, or any part thereof, without the prior written consent of Landlord in each instance, which consent shall not be unreasonably withheld, provided sufficient information is provided to Landlord to accurately represent the financial condition of those to whom this Lease will be transferred, assigned, mortgaged, or hypothecated. Such prohibition against assigning or subletting shall include any assignment or subletting by operation of law. Any transfer of this Lease from the Tenant by merger, consolidation, transfer of assets, or liquidation shall constitute an assignment for purposes of this Lease. In the event that Tenant hereunder is a corporation, an unincorporated association, or a partnership, the transfer, assignment, or hypothecation of any stock or interest in such corporation, association, or partnership in the aggregate in excess of forty-nine percent (49%) shall be deemed an assignment within the meaning of this Section. The above prohibition of assignment will not apply in the case of a registered offering of shares by Tenant or the public trading of registered shares subsequent to an initial offering.

9.2 Consent Required.

(a) Any assignment or subletting without Landlord's consent shall be void, and shall constitute a default hereunder which, at the option of Landlord, shall result in the termination of this Lease or exercise of Landlord's other remedies hereunder. Consent to any assignment or subletting shall not operate as a waiver of the necessity for consent to any subsequent assignment or subletting, and the terms of such consent shall be binding upon any person holding by, under, or through Tenant.

(b) Landlord shall have no obligation to consent to the proposed sublease or assignment if the proposed sublessee or assignee or its business is or may be subject to compliance with additional requirements of the law, including any related rules or regulations, commonly known as the "Americans with Disabilities Act of 1990" or similar state or local laws relating to persons with disabilities beyond those requirements which are applicable to the tenant desiring to so sublease or assign".

9.3 Landlord's Right in Event of Assignment. If this Lease is assigned or if the Leased Premises or any portion thereof are sublet or occupied by any person other than the Tenant, Landlord may collect rent and other charges from such assignee or other party, and apply the amount collected to the rent and other charges reserved hereunder, but such collection shall not constitute consent or waiver of the necessity of consent to such assignment, subleasing, or other transfer, nor shall such collection constitute the recognition of such assignee, sublessee, or other party as the Tenant hereunder or a release of Tenant from the further performance of all of the covenants and obligations, including obligation to pay rent, of Tenant herein contained. In the event that Landlord shall consent to a sublease or assignment hereunder, Tenant shall pay to Landlord reasonable fees, not to exceed \$100.00, incurred in connection with processing of documents necessary to the giving of such consent. In the event Landlord consents to the assignment as provided by paragraph 9.1, then Tenant shall be released from further performance of any covenant and obligation under this Lease.

X. INDEMNITY

10.1 Indemnification. Tenant and Landlord shall indemnify each other and save each other harmless from and against any and all suits, actions, damage and claims, liability and expense in connection with loss of life, bodily or personal injury, or property damage arising from or out of any occurrence in, upon, at or from the Leased Premises, or occasioned wholly or in part by any act or omission of Tenant or Landlord, their agents, contractors, employees, servants, invitees, licensees or concessionaires. All insurance policies carried by Tenant and Landlord shall include a waiver of subrogation endorsement which specifies that the insurance carrier(s) will waive any right of subrogation against

Tenant and/or Landlord arising out of any insurance claim.

10.2 Release of Landlord. Landlord shall not be responsible or liable at any time for any loss or damage to Tenant's personal property or to Tenant's business. Tenant shall store its property in and shall use and enjoy the Leased Premises and all other portions of the Building and Improvements at its own risk, and hereby releases Landlord, to the full extent permitted by law, from all claims of every kind resulting in loss of life, personal or bodily injury, or property damage.

10.3 Notice. Tenant shall give prompt notice to Landlord in case of fire or accidents in the Leased Premises or in the Building of which the Leased Premises are a part or of defects therein or in any fixtures or equipment.

10.4 Litigation. In case Landlord, without fault on its part, shall be made a party to any litigation commenced against Tenant, then Tenant shall protect and hold Landlord harmless and shall pay all costs, expenses, and reasonable attorneys' fees.

XI. INSURANCE

11.1 Fire and "All Risk" Insurance on Tenant's Personal Property and Fixtures. At all times during the term of this Lease, Tenant shall keep in force at its sole cost and expense, fire insurance and "All Risk" insurance (including vandalism and malicious mischief) equal to the replacement cost of Tenant's Finish, Tenant's fixtures, furnishings, equipment, and contents upon the Leased Premises and all improvements or additions made by Tenant to the Leased Premises. The Landlord and Boyer shall be named as an additional insured on all such policies.

11.2 Liability Insurance. Tenant shall, during the entire term hereof, keep in full force and affect a policy of public liability and property damage insurance to include contractual coverage with respect to the Leased Premises and the business operated by Tenant in the Leased Premises, with a combined single limit for personal or bodily injury and property damage of not less than \$1,000,000.00. The policy shall name Boyer, Landlord and any person, firms, or corporations designated by Landlord, and Tenant as insured, and shall contain a clause that the insurer will not cancel or materially change the insurance pertaining to the Leased Premises without first giving Landlord ten (10) days written notice. Tenant shall at all times during the term hereof provide Landlord with evidence of current insurance coverage. All public liability, property damage, and other liability policies shall be written as primary policies, not contributing with coverage which Landlord may carry.

11.3 Property Coverage. Landlord, through Boyer, shall obtain and maintain in force an "all-risk type" or equivalent policy form, and shall include fire, theft, extended coverages, vandalism and malicious mischief on the Building during the Lease period and

any extension thereof. At the Landlord's discretion coverage for flood and earthquake may be obtained if commercially available at reasonable rates. Such insurance shall also include coverage against loss of rental income. Tenant shall pay Landlord as an expense covered in Basic Costs the cost to purchase the insurance called for in this paragraph.

11.4 Subrogation. Tenant and Landlord each waive its right of subrogation against each other for any reason whatsoever.

11.5 Lender. Any mortgage lender interest in any part of the Building or Improvements may, at Landlord's option, be afforded coverage under any policy required to be secured by Tenant hereunder, by use of a mortgagee's endorsement to the policy concerned.

XII. DESTRUCTION

If the Leased Premises shall be partially damaged by any casualty insured against under any insurance policy maintained through Landlord, Landlord shall, upon receipt of the insurance proceeds, repair the Leased Premises and until repair is complete the Basic Annual Rent, Laboratory Facility Basic Annual Rent and Additional Rent shall be abated proportionately as to that portion of the Leased Premises rendered untenantable. Notwithstanding the foregoing, if: (a) the Leased Premises by reason of such occurrence are rendered wholly untenantable, or (b) the Leased Premises should be damaged as a result of a risk which is not covered by insurance, or (c) the Leased Premises should be damaged in whole or in part during the last six (6) months of the term or of any renewal hereof, or (d) the Leased Premises or the Building (whether the Leased Premises are damaged or not) should be damaged to the extent of fifty percent (50%) or more of the then-monetary value thereof, then and in any such events, Landlord may either elect to repair the damage or may cancel this Lease by notice of cancellation within Ninety (90) days after such event and thereupon this Lease shall expire, and Tenant shall vacate and surrender the Leased Premises to Landlord. Tenant's liability for rent upon the termination of this Lease shall cease as of the day following Landlord's giving notice of cancellation. In the event Landlord elects to repair any damage, any abatement of rent shall end five (5) days after notice by Landlord to Tenant that the Leased Premises have been repaired. If the damage is caused by the negligence of Tenant or its employees, agents, invitees, or concessionaires, there shall be no abatement of rent. Unless this Lease is terminated by Landlord, Tenant shall repair and refixture the interior of the Leased Premises to the extent of the Tenant Finish in a manner and in at least a condition equal to that existing prior to the destruction or casualty.

XIII. CONDEMNATION

13.1 Total Condemnation. If the whole of the Leased Premises shall be acquired

or taken by condemnation proceeding, then this Lease shall cease and terminate as of the date of title vesting in such proceeding.

13.2 Partial Condemnation. If any part of the Leased Premises shall be taken as aforesaid, and such partial taking shall render that portion not so taken unsuitable for the business of Tenant, then this Lease shall cease and terminate as aforesaid. If such partial taking is not extensive enough to render the Leased Premises unsuitable for the business of Tenant, then this Lease shall continue in effect except that the Basic Annual Rent, Laboratory Facility Basic Annual Rent and Additional Rent shall be reduced in the same proportion that the portion of the Leased Premises (including basement, if any) taken bears to the total area initially demised and Landlord shall, upon receipt of the award in condemnation, make all necessary repairs or alterations to the Building in which the Leased Premises are located, provided that Landlord shall not be required to expend for such work an amount in excess of the amount received by Landlord as damages for the part of the Leased Premises to taken. "Amount received by Landlord" shall mean that part of the award in condemnation which is free and clear to Landlord of any collection by mortgage lenders for the value of the diminished fee.

13.3 Landlord's Option to Terminate. If more than twenty percent (20%) of the Building shall be taken as aforesaid, Landlord may, by written notice to Tenant, terminate this Lease. If this Lease is terminated as provided in this Section, rent shall be paid up to the day that possession is so taken by public authority and Landlord shall make an equitable refund of any rent paid by Tenant in advance.

13.4 Award. Tenant shall not be entitled to and expressly waives all claim to any condemnation award for any taking, whether whole or partial and whether for diminution in value of the leasehold or to the fee, although Tenant shall have the right, to the extent that the same shall not reduce Landlord's award, to claim from the condemnor, but not from the Landlord, such compensation as may be recoverable by Tenant in its own right for damages to Tenant Finish, Tenant's business and fixtures or equipment.

13.5 Definition. As used in this Part XIII the term "condemnation proceeding" means any action or proceeding in which any interest in the Leased Premises is taken for any public or quasi-public purpose by any lawful authority through exercise of eminent domain or right of condemnation or by purchase or otherwise in lieu thereof.

XIV. LANDLORD'S RIGHTS TO CURE

14.1 General Right. In the event of breach, default, or noncompliance hereunder by Landlord, Tenant shall, before exercising any right or remedy available to it, give Landlord written notice of the claimed breach, default, or noncompliance. If prior to its giving such notice Tenant has been notified in writing (by way of Notice of Assignment of Rents and Leases, or otherwise) of the address of a lender which has furnished any of the financing

referred to in Part XV hereof, concurrently with giving the aforesaid notice to Landlord, Tenant shall, by registered mail, transmit a copy thereof to such lender. For the thirty (30) days following the giving of the notice(s) required by the foregoing portion of this section (or such longer period of time as may be reasonably required to cure a matter which, due to its nature, cannot reasonably be rectified within thirty (30) days), Landlord shall have the right to cure the breach, default, or noncompliance involved. If Landlord has failed to cure a default within said period, any such lender shall have an additional thirty (30) days within which to cure the same or, if such default cannot be cured within that period, such additional time as may be necessary if within such thirty (30) day period said lender has commenced and is diligently pursuing the actions or remedies necessary to cure the breach default, or noncompliance involved (including, but not limited to, commencement and prosecution of proceedings to foreclose or otherwise exercise its rights under its mortgage or other security instrument, if necessary to effect such cure), in which event this Lease shall not be terminated by Tenant so long as such actions or remedies are being diligently pursued by said lender.

14.2 Mechanic's Lien. Should any mechanic's or other lien be filed against the Leased Premises or any part thereof by reason of Tenant's acts or omissions or because of a claim against Tenant, Tenant shall cause the effect of the same to be cancelled and discharged or bonded over or otherwise within ten (10) days after written notice by Landlord.

XV. FINANCING; SUBORDINATION

15.1 Subordination. Tenant acknowledges that it might be necessary for Landlord or its successors or assigns, or those who hold superior realty claims, to secure mortgage loan financing or refinancing affecting the Leased Premises. Tenant also acknowledges that the lender interested in any given loan may desire that Tenant's interest under this Lease be either superior or subordinate to the mortgage then held or to be taken by said Lender. Accordingly, Tenant agrees that at the request of Landlord at any time and from time to time Tenant shall execute and deliver to Landlord an instrument, in form reasonably acceptable to Landlord and Tenant, whereby Tenant subordinates its interest under this Lease and in the Leased Premises to such of the following encumbrances as may be specified by Landlord: Any mortgage or trust deed and customary related instruments are herein collectively referred to merely as a "Mortgage" and securing a loan obtained by Landlord or its successors or assigns, or those who hold superior realty claims, for the purpose of enabling acquisition of the Building and/or construction of additional improvements to provide permanent financing for the Building, or for the purpose of refinancing any such construction, acquisition, standing or permanent loan. Provided, however, that any such instrument or subordination executed by Tenant shall provide that so long as Tenant continues to perform all of its obligations under this Lease its tenancy shall remain in full force and effect notwithstanding Landlord's default in connection with the Mortgage concerned or any resulting foreclosure or sale or transfer in lieu of such

proceedings. Tenant shall not subordinate its interests hereunder or in the Leased Premises to any lien or encumbrance other than the Mortgages described in and specified pursuant to this Section 15.1 without the prior written consent of Landlord and of the lender interested under each mortgage then affecting the Leased Premises. Any such unauthorized subordination by Tenant shall be void and of no force or effect whatsoever.

15.2 Attornment. Any sale, assignment, or transfer of Landlord's interest, or those who hold superior realty claims, under this Lease or in the Leased Premises including any such disposition resulting from Landlord's default under a mortgage, shall be subject to this Lease and also Tenant shall attorn to Landlord's successor and assigns and shall recognize such successor or assigns as Landlord under this Lease, regardless of any rule of law to the contrary or absence of privity of contract.

15.3 Financial Information. As a condition to Landlord's acceptance of this Lease, Tenant shall provide financial information sufficient to verify to Landlord the financial condition of Tenant. Tenant hereby represents and warrants that none of such information contains or will contain any untrue statement of material fact, nor will such information omit any material fact necessary to make the statements contained therein misleading or unreliable. Any financial information provided by Tenant shall be held in confidence and distributed only to Landlord's investors or lenders for the Leased Premises.

XVI. EVENTS OF DEFAULT; REMEDIES OF LANDLORD

16.1 Default by Tenant. Upon the occurrence of any of the following events, Landlord shall have the remedies set forth in Section 16.2:

(a) Tenant fails to pay any installment of Basic Annual Rent, Laboratory Facility Basic Annual Rent or Estimated Costs or any other sum due hereunder within ten (10) days after Tenant receives written notice of rent due.

(b) Tenant fails to perform any other term, condition, or covenant to be performed by it pursuant to this Lease within thirty (30) days after written notice of such default shall have been given to Tenant by Landlord or, if cure would reasonably require more than thirty (30) days to complete, if Tenant fails to commence performance within the thirty (30) day period or fails diligently to pursue such cure to completion.

(c) Tenant shall become bankrupt or insolvent or file any debtor proceedings or have taken against such party in any court pursuant to state or federal statute, a petition in bankruptcy or insolvency, reorganization, or

appointment of a receiver or trustee; or Tenant petitions for or enters into an arrangement; or suffers this Lease to be taken under a writ of execution.

16.2 Remedies. In the event of any default by Tenant hereunder, Landlord may at any time, without waiving or limiting any other right or remedy available to it, terminate Tenant's rights under this Lease by written notice, reenter and take possession of the Premises by any lawful means (with or without terminating this Lease), or pursue any other remedy allowed by law. Tenant agrees to pay to Landlord the cost of recovering possession of the Premises, all costs of reletting, and arising out of Tenant's default, including attorneys' fees. Notwithstanding any reentry, the liability of Tenant for the rent reserved herein shall not be extinguished for the balance of the Term, and Tenant agrees to compensate Landlord upon demand for any deficiency arising from reletting the Premises at a lesser rent than applies under this Lease.

16.3 Past Due Sums; Penalty. If Tenant fails to pay, when the same is due and payable, any Basic Annual Rent, Laboratory Facility Basic Annual Rent, Estimated Costs and electrical charges within ten (10) days after the same is due and payable, or other sum required to be paid by it hereunder, such unpaid amounts shall bear interest from the due date thereof to the date of payment at a fluctuating rate equal to two percent (2%) per annum above the prime rate of interest charged by Zions Bank, Salt Lake City, Utah. Notwithstanding the foregoing, however, Landlord's right concerning such interest shall be limited by the maximum amount which may properly be charged by Landlord for such purposes under applicable law.

XVII. PROVISIONS APPLICABLE AT TERMINATION OF LEASE

17.1 Surrender of Premises. At the expiration of this Lease, except for changes made by Tenant that were approved by Landlord, Tenant shall surrender the Leased Premises in the same condition, less reasonable wear and tear, as they were in upon delivery of possession thereto under this Lease and shall deliver all keys to Landlord. Before surrendering the Leased Premises, Tenant shall remove all of its personal property including, but not limited to, those items, if any, showing on Exhibit "F" and trade fixtures and such property or the removal thereof shall in no way damage the Leased Premises, and Tenant shall be responsible for all costs, expenses and damages incurred in the removal thereof. If Tenant fails to remove its personal property and fixtures upon the expiration of this Lease, the same shall be deemed abandoned and shall become the property of Landlord.

17.2 Holding Over. Any holding over after the expiration of the term hereof or of any renewal term shall be construed to be a tenancy from month to month at such rates as Landlord may designate and on the terms herein specified so far as possible. Landlord may not in any event raise the rent above 110% of the last month's rent.

XVIII. ATTORNEYS' FEES

In the event that at any time during the term of this Lease either Landlord or the Tenant institutes any action or proceeding against the other relating to the provisions of this Lease or any default hereunder, then the unsuccessful party in such action or proceeding agrees to reimburse the successful party for the reasonable expenses of such action including reasonable attorneys' fees, incurred therein by the successful party.

XIX. ESTOPPEL CERTIFICATE

19.1 Landlord's Right to Estoppel Certificate. Tenant shall, within fifteen (15) days after Landlord's request, execute and deliver to Landlord a written declaration, in form and substance similar to Exhibit "D", in recordable form: (1) ratifying this Lease; (2) expressing the Commencement Date and termination date hereof; (3) certifying that this Lease is in full force and effect and has not been assigned, modified, supplemented or amended (except by such writing as shall be stated); (4) that, to the knowledge of Tenant, if true, all conditions under this Lease to be performed by Landlord have been satisfied; (5) that, to the knowledge of Tenant, there are no defenses or offsets against the enforcement of this Lease by the Landlord, or stating those claimed by Tenant; (6) the amount of advance rental, if any, (or none if such is the case) paid by Tenant; (7) the date to which rental has been paid; (8) the amount of security deposited with Landlord; and (9) such other information as Landlord may reasonably request. Landlord's landlord and its mortgage lenders and/or purchasers shall be entitled to rely upon such declaration.

19.2 Effect of Failure to Provide Estoppel Certificate. Tenant's failure to furnish any Estoppel Certificate within fifteen (15) days after request therefore shall be deemed a default hereunder and moreover, it shall be conclusively presumed that: (a) this Lease is in full force and effect without modification in accordance with the terms set forth in the request; (b) that there are no unusual breaches or defaults on the part of the Landlord; and (c) no more than one (1) month's rent has been paid in advance.

XX. PARKING

Automobiles of Tenant and all visitors associated with Tenant shall be parked only within parking areas designated by Landlord for parking. Landlord or its agents shall, without any liability to Tenant or its occupants, have the right to cause to be removed any automobile that may be wrongfully parked in a prohibited or reserved parking area, and Tenant agrees to indemnify, defend and hold Landlord harmless from and against any and all claims, losses, demands, damages and liabilities asserted or arising with respect to or in connection with any such removal of an automobile except due to Landlord's negligence.

XXI. SIGNS, AWNINGS, AND CANOPIES

Tenant shall not place or suffer to be placed or maintained on any exterior door, wall, or window of the Leased Premises, or elsewhere in the Building, any sign, awning, marquee, decoration, lettering, attachment, or canopy, or advertising matter or other thing of any kind, and will not place or maintain any decoration, lettering, or advertising matter on the glass of any window or door of the Leased Premises without obtaining the proper authorization from Salt Lake County prior to installing. Tenant will otherwise be free to install signage of its choice.

XXII. MISCELLANEOUS PROVISIONS

22.1 No Partnership. Landlord does not by this Lease, in any way or for any purpose, become a partner or joint venture of Tenant in the conduct of its business or otherwise.

22.2 Force Majeure. Landlord shall be excused for the period of any delay in the performance of any obligations hereunder when prevented from so doing by cause or causes beyond Landlord's control, including labor disputes, civil commotion, war, governmental regulations or controls, fire or other casualty, inability to obtain any material or service, or acts of God.

22.3 No Waiver. Failure of Landlord or Tenant to insist upon the strict performance of any provision or to exercise any option hereunder shall not be deemed a waiver of such breach by Landlord or Tenant. No provision of this Lease shall be deemed to have been waived unless such waiver is in writing signed by Landlord or Tenant, as the case may be.

22.4 Notice. Any notice, demand, request, or other instrument which may be or is required to be given under this Lease shall be (i) given by facsimile, (ii) delivered in person or (iii) sent by United States certified or registered mail, postage prepaid and shall be addressed (a) if to Landlord, at the place specified for payment of rent, and (b) if to Tenant, either at the Leased Premises or at any other current address for Tenant which is known to Landlord. Either party may designate such other address as shall be given by written notice or by facsimile transmission.

Landlord: MYRIAD GENETICS, INC.
320 WAKARA WAY
SALT LAKE CITY, UTAH 84108
(801) 582-3400/FAX (801) 584-3640
ATTENTION: CFO

with copy to:
MYRIAD GENETICS, INC.
320 WAKARA WAY
SALT LAKE CITY, UTAH 84108
(801) 582-3400/FAX (801) 584-3640
ATTENTION: General Counsel

Tenant: MYRIAD PHARMACEUTICALS, INC.
305 CHIPETA WAY
SALT LAKE CITY, UTAH 84108
(801) 214-7810/FAX (801) 214-7992
ATTENTION: PRESIDENT

with copy to:
MYRIAD PHARMACEUTICALS, INC.
305 CHIPETA WAY
SALT LAKE CITY, UTAH 84108
(801) 214-7934/FAX (801) 214-7992
ATTENTION: Legal Counsel

22.5 Captions; Attachments; Defined Terms.

(a) The captions to the section of this Lease are for convenience of reference only and shall not be deemed relevant in resolving questions of construction or interpretation under this Lease.

(b) Exhibits referred to in this Lease, and any addendums and schedules attached to this Lease shall be deemed to be incorporated in this Lease as though part thereof.

22.6 Recording. Tenant may record this Lease or a memorandum thereof with the written consent of Landlord, which consent shall not be unreasonably withheld. Landlord, at its option and at any time, may file this Lease for record with the Recorder of the County in which the Building is located.

22.7 Partial Invalidity. If any provision of this Lease or the application thereof to any person or circumstance shall to any extent be invalid, the remainder of this Lease or the application of such provision to persons or circumstances other than those as to which it is held invalid shall not be affected thereby and each provision of this Lease shall be valid and enforced to the fullest extent permitted by law.

22.8 Broker's Commissions. Tenant and Landlord represent and warrant to each other that there are no claims for brokerage commissions or finder's fees in connection with this Lease and agree to indemnify each other against and hold them harmless from all liabilities arising from such claim, including any attorneys' fees connected therewith.

22.9 Tenant Defined: Use of Pronouns. The word "Tenant" shall be deemed and taken to mean each and every person or party executing this document as a Tenant herein. If there is more than one person or organization set forth on the signature line as the Tenant, their liability hereunder shall be joint and several. If there is more than one Tenant, any notice required or permitted by the terms of this Lease may be given by or to any one thereof, and shall have the same force and effect as if given by or to all thereof. The use of the neuter singular pronoun to refer to Landlord or Tenant shall be deemed a proper reference even though Landlord or Tenant may be an individual, a partnership, a corporation, or a group of two or more individuals or corporation. The necessary grammatical changes required to make the provisions of this Lease apply in the plural sense where there is more than one Landlord or Tenant and to corporations, associations, partnerships, or individuals, males or females, shall in all instances be assumed as though in each case fully expressed.

22.10 Provisions Binding, Etc. Except as otherwise provided, all provisions herein shall be binding upon and shall inure to the benefit of the parties, their legal representatives, heirs, successors, and assigns. Each provision to be performed by Tenant shall be construed to be both a covenant and a condition. In the event of a sale or assignment (except for purposes of security or collateral) by Landlord of all of (i) the Building, (ii) the Leased Premises, or (iii) this Lease, to an unrelated third party (the "Buyer") reasonably acceptable to Tenant, Landlord shall, from and after the date of such sale or assignment, be entirely relieved of all of its obligations under this Lease, provided that (i) such Buyer fully assumes all of the obligations of Landlord under this Lease, and (ii) Tenant's rights and benefits under this Lease continue in full force and effect following the date of such sale or assignment.

22.11 Entire Agreement, Etc. This Lease and the Exhibits, Riders, and/or Addenda, if any, attached hereto, constitute the entire agreement between the parties. All Exhibits, riders, or addenda mentioned in this Lease are incorporated herein by reference. Any prior conversations or writings are merged herein and extinguished. No subsequent amendment to this Lease shall be binding upon Landlord or Tenant unless reduced to writing and signed. Submission of this Lease for examination does not constitute an option for the Leased Premises and becomes effective as a lease only upon execution and delivery thereof by Landlord to Tenant. If any provision contained in the rider or addenda is inconsistent with a provision in the body of this Lease, the provision contained in said rider or addenda shall control. The captions and Section numbers appearing herein are inserted only as a matter of convenience and are not intended to define, limit, construe, or describe the scope or intent of any section or paragraph.

22.12 Governing Law. The interpretation of this Lease shall be governed by the laws of the State of Utah. The parties hereto expressly and irrevocably agree that either party may bring any action or claim to enforce the provisions of this Lease in the State of Utah, County of Salt Lake, and each party irrevocably consents to personal jurisdiction in the State of Utah for the purposes of any such action or claim. Each party further irrevocably consents to service of process in accordance with the provisions of the laws of the State of Utah. Nothing herein shall be deemed to preclude or prevent the parties hereto from bringing any action or claim to enforce the provisions of this Lease in any other appropriate place or forum.

22.13 Base Rent Reconciliation. Tenant and Landlord agree that there will be a final base rent reconciliation after the final construction costs have been determined. Therefore, effective on the Commencement Date, or as soon as possible thereafter, Tenant agrees to pay to Landlord as Basic Annual Rent, including Parking, an amount equal to eleven and one-half (11.5) percent of the total project cost, which shall mean any and all "hard" and "soft" costs and expenditures incurred by Landlord in connection with the acquisition, design, or construction of the Phase V building and parking. Tenant shall have the opportunity, upon request, to review Landlord's records regarding the total project costs related to Landlord's work. Tenant and Landlord agree that the Basic Annual Rent and Parking rent contained herein are estimated and are based upon a budget attached to this lease as Exhibit E. Landlord and Tenant shall execute an amendment to the Lease to reflect the calculation of Basic Annual Rent as outlined herein once the final total project costs have been determined.

XXIII. INTERIM LEASE

23.01 Interim Lease Definitions. The following capitalized terms will have the following meanings for purposes of this Article XXIII.

- a. Interim Lease shall mean the temporary lease of space by Landlord to Tenant on the terms and conditions set forth in this Article XXIII.
- b. Interim Leased Premises shall mean approximately 72,000 sq. ft. of office and laboratory space at Landlord's current premises, in buildings 1-4, located at 320 Wakara Way, Salt Lake City, Utah as is currently being utilized by Tenant as of June 30, 2009.
- c. Interim Lease Term shall mean that period of time commencing on July 1, 2009, and ending on the Commencement Date as defined in section 2.2 above.

23.02 Interim Lease. Landlord shall lease the Interim Leased Premises to Tenant for the Interim Lease Term.

23.03 Interim Lease Rent. In consideration for the Interim Lease, Tenant agrees to pay to Landlord as basic monthly rent (the "Monthly Rent") at such place as Landlord may designate, without prior demand therefore and without any deduction or set off whatsoever, the sum of

\$275,000. The Monthly Rent shall be due and payable in advance on or before the first day of each calendar month during the Interim Lease Term, and shall be prorated for any partial month at the conclusion of the Interim Lease Term.

23.04 No Additional Rents. The Interim Lease Rent shall be inclusive of all utilities, property taxes, janitorial expenses and other common expenses with respect to Tenant's occupancy of the Interim Leased Premises.

23.05 Responsibility for Damage. Tenant shall be responsible for any damage to the Interim Leased Premises occasioned by Tenant's use of, or exit from, the Interim Leased Premises.

23.06 Applicable Articles. For purposes of the Interim Lease, the provisions of Articles VI, VIII, IX, X, XII, XIII, XIV, XV, XVI, XVII, XVIII, XIX, XX, XXI and XXII shall apply to Tenant and Landlord, and Tenant and Landlord shall comply with the terms and conditions of such Articles as applicable to Tenant and Landlord, respectively, with respect to the Interim Leased Premises.

23.07 No Assignment. Tenant shall not transfer, assign, mortgage, or hypothecate this Interim Lease, in whole or in part, or permit the use of the Interim Leased Premises by any person or persons other than Tenant, or sublet the Leased Premises, or any part thereof, without the prior written consent of Landlord in each instance, which consent shall be at the sole discretion of Landlord.

23.08 Security Deposit. On July 1, 2009, Tenant shall pay Landlord the sum of \$275,000 (one month's interim rent) as a Security Deposit to secure the performance of Tenant's obligations under the Interim Lease. The Security Deposit shall be returned to Tenant thirty (30) days following the date that Tenant has vacated the Interim Lease Premises, less any amounts that Landlord may reasonably retain as an off set to cover (i) any amounts due and owing Landlord under the Interim Lease; and (ii) any repairs or damages to the Interim Leased Premises occasioned by Tenant's use of, or exiting from, the Interim Leased Premises.

IN WITNESS WHEREOF, the Landlord and Tenant have executed this Lease on the day first set forth above.

LANDLORD: MYRIAD GENETICS, INC.

By: /s/ Peter D. Meldrum

Peter D. Meldrum
President and CEO

TENANT: MYRIAD PHARMACEUTICALS, INC.

By: /s/ Adrian Hobden

Adrian Hobden
President and CEO

LEGAL DESCRIPTION OF PROPERTY

The following described parcel of land is situate in the North ½ of Section 3, Township 1 South, Range 1 East, Salt Lake Base and Meridian. The Parcel was prepared based on the record information as contained in those certain Record of Surveys on file in the Salt Lake County Surveyor's Office, Salt Lake County, Utah by Schuchert & Associates for Northwest Pipeline Corporation and recorded as Survey No. S96-07-0329 and by Flint Land Surveying for the Boyer Company (Myriad Genetics Phase 2 & 3) and recorded as Survey No. S2005-05-0319.

Beginning at a point on the easterly side of Chipeta Way as per the Record of Survey by Schuchert and recorded as Survey No. S96-07-0329 in the Salt Lake County Surveyor's Office, Salt Lake County, Utah, which point is on a 104 foot right of way, said point of beginning being North 49° East 319.38 feet, North 41° West 326.515 feet and North 45°45' East 41.518 feet from a City monument in Wakara Way and from which another City monument in Wakara Way bears South 31° West 872.83 feet distant; said point also being North 52°02'51" West 4252.14 feet from the Southeast Corner of Section 3, Township 1 South, Range 1 East, Salt Lake Base and Meridian, said point of beginning being on the arc of a 2014.10-foot radius curve to the left, (the center of which bears South 43°08' West); thence 150.48 feet along the arc of said curve through a central angle of 04°16'51" (chord bears North 49°00'26" West 150.45 feet) to a point of intersection with the existing top back of curb at the entrance of the Williams property; thence continuing along the said top back of curb for the following five (5) courses: 1) North 21°41'23" East 208.76 feet to a point of tangency with a 109.89-foot radius curve to the right; 2) thence 136.25 feet along the arc of said curve through a central angle of 71°02'25" (chord bears North 57°12'35" East 127.69 feet); 3) thence South 87°16'12" East 35.75 feet to a point of tangency with a 509.74-foot radius curve to the left; 4) thence 351.26 feet along the arc of said curve through a central angle of 39°28'58" (chord bears North 72°59'19" East 344.36 feet) to a point of compound curvature with a 502.13-foot radius curve (radius point bears North 36°45'10" West); 5) thence 252.64 feet along the arc of said curve through a central angle of . 28°49'38" (chord bears North 38°50'01" East 249.98 feet); thence North 45°45'00" East 152.28 feet along a line parallel to the southerly boundary line of said Schuchert Survey and a point of intersection with the easterly boundary line of said Survey, which point is on a 775.00-foot radius curve to the right (radius point bears South 78°34'43" West); thence 68.74 feet along the arc of said curve and easterly boundary line through a central angle of 05°04'54" (chord bears South 08°52'50" East 68.71) feet to the southeast corner of said boundary survey and the northeasterly boundary of that certain survey by Flint Land Surveying recorded as Survey No. S2005-05-0319 in the said Salt Lake County Surveyor's Office; thence South 45°45'00" West 994.51 feet along said southerly boundary line as per said Schuchert Survey to the Point of Beginning.

Containing 110,140 square feet or 2.5285 acres, more or less.

PLANS AND SPECIFICATIONS OF BUILDING

B-1

EXHIBIT “C”

WORK LETTER

**CONSTRUCTION AND/OR FINISHING OF
IMPROVEMENTS TO LEASED PREMISES**

In accordance with the provisions of the body of the Lease to which this Exhibit “C” is attached, the improvements to the Leased Premises shall be constructed and/or finished (as the case may be) in the manner described, and upon all of the terms and conditions contained in the following portion of this Exhibit “C”.

I. CONSTRUCTION OF PHASE V BUILDING (“THE BUILDING”):

A. Landlord, through the **BOYER RESEARCH PARK ASSOCIATES IX** (“Boyer”), agrees to erect at Boyers’ sole cost and expense, the Building described on the Property described in Exhibit “A.” Landlord shall build-out and finish the Leased Premises according to Tenant’s plans and specifications at Tenant’s cost and expense. The Building and the Leased Premises shall be constructed in a good and workmanlike manner, with any change orders thereto approved by Landlord and Tenant with respect to the Leased Premises pursuant to Article B below, and in compliance with all applicable laws and ordinances. Preliminary Plans shall provide for a completely finished building, of a type and quality that is consistent with newly constructed first-class office buildings in the Salt Lake City, Utah area, and shall include site plans showing all driveways, sidewalks, parking areas that provide parking in an amount equal to two and 50/100 (2.50) cars for every 1,000 Usable Square Feet in the Building, landscaping and other site improvements. Without limiting the generality of the foregoing, Preliminary Plans shall provide for a three (3) story building containing 87,000 rentable square feet of space and shall be generally consistent with the conceptual plans and drawings attached hereto as Exhibit “B” and incorporated herein (the “Conceptual Drawings”). The build-out and interior finish work within the Leased Premises shall be in accordance with plans and specifications that shall be prepared by Boyer’s architect, Architectural Nexus Architects, and engineers (“Tenant Finish Plans”). Tenant Finish Plans shall be prepared in accordance with the time periods set forth to meet a December 31, 2009 Target Date. The Target Date shall be extended by any period of Tenant’s delay in providing decisions that need to be made in connection with the preparation of Tenant Finish Plans.

B. Tenant may make changes to Final Plans only if Tenant signs a change order requesting the change and then only if Landlord and Boyer approves the change by signing the change order, which approval shall not be unreasonably withheld, conditioned, or delayed. Landlord shall notify Tenant in writing, within ten (10) business days of Tenant’s change order request, of its approval or detailed reason of its disapproval of such change order and a good faith estimate of the actual cost of such change order and any delay to the Target Date or in achieving substantial completion that would result there from. Tenant may, within five (5) business days of its receipt of such estimate, elect to rescind its request for such change order upon written notice to Landlord. Landlord may require changes in Final Plans only if Landlord and Tenant sign a

change order. The cost of any change orders that are necessary to comply with applicable building codes and other laws shall be borne by Landlord, unless such change orders are necessitated only because of (1) other change orders requested by Tenant; (2) Tenant Finish Plans; (3) changes to Tenant Finish Plans; or (4) Tenant's early occupancy to the Building prior to substantial completion of Landlord's Work. Any change order shall be effective only when set forth on a written change order executed by Landlord, Tenant, and the Base Building General Contractor. By approving a change order, Tenant and Landlord shall agree to a delay in Substantial Completion and to the Target Date, as specified therein, if any.

Tenant shall furnish Landlord with a written list of Tenant's authorized construction representatives for Landlord's Work. Only such construction representatives are authorized to sign any change order, receipt, or other document on behalf of Tenant related to Landlord's Work, and without the signature of any one of such authorized construction representatives, no such document shall be binding upon Tenant. Tenant may, from time to time, change or add to the list of authorized construction representatives by giving Landlord written notice of the addition or change. Landlord's authorized representative shall be James Evans, and until changed by written notice from Landlord to Tenant, only James Evans shall be authorized to sign change orders, receipts, or other documents on behalf of Landlord related to Landlord's Work.

C. The Building Work shall be performed by a general contractor selected by Boyer (the "Base Building General Contractor").

D. Boyer will cause Contractor to provide, at Contractor's expense, an Owner's Protective Liability (OPL) Policy acceptable to Landlord. The Owner's Protective Liability Policy shall name Myriad Genetics, Inc. as the Named Insured. The policy will be provided by an insurance company rated A, Class XV or better by Best's Key Rating Guide system. The policy will maintain a limit of liability of not less than five million dollars (\$5,000,000.00). Such insurance policy must be in force prior to the commencement of construction operation of any kind. The Contractor will also insure the Building at Contractor's expense during the course of construction in an amount equal to or greater than the value of the construction. Insurance coverage shall be provided by an insurance company rated A, Class XV or better by Best's Key Rating Guide system. Insurance coverage shall be provided on a coverage form equal to or more comprehensive than Insurance Services Office (U.S.A.) Special form. Such insurance policy must be in force prior to construction operations of any kind.

II. TENANT FINISH PLANS:

A. Landlord, through Boyer, shall cause Architectural Nexus Architects (the "Architect") to prepare plans and specifications for the interior improvement of the Building and the Leased Premises as necessary to render the Leased Premises in first-class condition and suitable for the conduct of Tenant's business (such improvement being referred to herein as the "Tenant Finish"). Landlord, through Boyer, shall require the Architect to meet periodically with Tenant in connection with the preparation of the plans and, upon Landlord's approval thereof (which approval shall not be unreasonably withheld), to incorporate Tenant's requested features and specifications into the plans. Landlord shall submit a complete draft of the plans to Tenant by an agreed to date (the "Base Line Date"). Tenant shall within seven (7) days after the plans are submitted to them, either approve the

plans in writing or submit to Landlord a written itemization of all objections which Tenant may have to the plans. If Tenant approves the plans, the plans shall be deemed final. If Tenant submits to Landlord a written itemization of objections to the plans, Landlord and Tenant shall negotiate in good faith to resolve Tenant's objections to their mutual satisfaction. If Landlord and Tenant are able to resolve all of Tenant's objections to their mutual satisfaction, then Landlord and Tenant shall each approve the plans as modified to incorporate the resolution of Tenant's objections and the plans as so modified shall be deemed final.

B. Changes to Plans. After the plans are deemed final, the plans shall not be subject to further change except as provided under this Paragraph. If either Landlord or Tenant desires any change to the plans after they are deemed final, it shall submit to the other for approval (which approval shall not be unreasonably withheld) a proposed change order, in writing, setting forth the change. Thereupon the other party shall either approve the proposed change order or notify the party submitting the proposed change order of its reason for withholding such approval, within two (2) business days after receipt of the proposed change order for approval. Without limiting the reasons for which approval of any proposed change order may be reasonably withheld, approval shall be deemed to have been reasonably withheld if the proposed change (1) would result in additional construction maintenance repair or replacement costs which could not be fully borne by the party proposing the change, (2) would result in a violation of any applicable law, regulation, ordinance or code, or (3) in the case of a change proposed by Landlord would materially reduce the usable area of the Building or would materially adversely affect the aesthetics of the Leased Premises or the usability thereof for the conduct of Tenant's business. Upon approval of any proposed change order pursuant to this Paragraph, Landlord shall cause the plans and construction contracts to be modified or amended as necessary to reflect such change order.

Landlord's Construction Responsibilities. Landlord, through Boyer, shall be fully responsible for the installation and construction of Tenant Finish, including, without limitation, the following: (1) the obtaining of all building and sign permits, licenses and other approvals required to construct the Tenant Finish; (2) the management and supervision of all architects, contractors, subcontractors and material providers participating in the construction of the Tenant Finish; (3) all necessary coordination with governmental entities having jurisdiction over the Lease Premises and utility companies; (4) enforcement of construction contracts; (5) security with respect to the Leased Premises during the construction period; (6) quality control and inspection of work; (7) construction clean up and refuse disposal; (8) construction timetables and deadlines as necessary to comply with the Lease; (9) compliance with applicable laws, regulations, ordinances and codes; and (10) all other matters relating to the construction of the Tenant Finish, except as otherwise expressly provided in the Lease. Landlord, through Boyer, represents and covenants that upon the completion of the Tenant Finish, the Leased Premises shall conform to the Tenant Finish Plans and shall be in compliance with all applicable laws, regulations, ordinances, and codes, including, without limitation, applicable building codes and environmental laws. Tenant shall be entitled at any time during the construction period to inspect the construction of the Tenant Finish, provided that such inspection does not unreasonably interfere with the construction of the Tenant Finish. No failure of Tenant to conduct such inspections or to discover or assert any defect in connection therewith shall

constitute a waiver by Tenant of, or preclude Tenant from thereafter asserting, any rights it may have with respect to any representation, warranty or covenant made by Landlord, through Boyer, with respect to the Leased Premises or the Tenant Finish.

D. Construction Contracts. Boyer shall act as general contractor with respect to, or install and construct using its own personnel, all or portions of the Tenant Finish, provided, however, Boyer shall contract with and use licensed, qualified and reputable companies or persons for the performance of all such work to the extent Boyer is not licensed and fully qualified to perform the same. Boyer shall be entitled to select all contractors and material providers to perform work with respect to the Tenant Improvements which Boyer does not elect to perform directly and to negotiate the terms and conditions of the contracts with such contractors and material providers. Notwithstanding Paragraphs C and D, Tenant may choose its own contractor to perform Landlord's work pursuant to Paragraphs C and D.

E. Warranty. Unless Tenant substitutes the contractor pursuant to Paragraph D above, Landlord, through Boyer, warrants to Tenant for one (1) year after the Commencement Date of the Lease, that Tenant Finish shall be completed in a good and workmanlike manner, free from faulty materials, in accordance with all applicable legal requirements, and sound engineering standards, and in accordance with the Final Plans and Tenant Finish Plans. Such warranty includes, without limitation, the repair or replacement (including labor), for one (1) year at Boyer's sole cost, of all materials, fixtures and equipment which are defective or which are defectively installed by Boyer or its agents in connection with Landlord's Work. In addition, Boyer shall obtain manufacturer's warranties, including, without limitation, for air conditioner, compressors, and the roof of the Building.

F. Commencement Date Agreement. When the Commencement Date has been determined, Landlord and Tenant shall execute Exhibit D (attached) expressly confirming the Commencement Date and the expiration date of the Initial Term of this Lease and confirming, to the best knowledge of Tenant and Landlord, that Substantial Completion has occurred.

G. Tenant's Construction Obligations. Except as provided in paragraph C and D above, Tenant shall be fully responsible for the installation of all of Tenant's trade fixtures, equipment, furnishings or decorations, except to the extent such installation is contemplated or provided for in the Plans. Landlord shall provide Tenant reasonable access to the Leased Premises for such purposes.

ACKNOWLEDGMENT OF COMMENCEMENT DATE AND TENANT ESTOPPEL CERTIFICATE

TO: Myriad Genetics, Inc.
RE: Lease Commencement Date

Gentlemen:

The undersigned hereby confirms the following:

1. That it has accepted possession and is in full occupancy of the Leased Premises, that the Lease is in full force and effect, that Tenant has received no notice of any default of any of its obligations under the Lease, and that the Lease Commencement Date is: _____.
 2. That, to Tenant’s knowledge, the improvements and space required to be furnished according to the Lease have been completed and paid for in all respects, and that Landlord has fulfilled all of its duties under the terms, covenants and obligations of the Lease and is not currently in default thereunder.
 3. That the Lease has not been modified, altered, or amended, and represents the entire agreement of the parties, except as follows:
-
4. That, to Tenant’s knowledge, there are no offsets, counterclaims or credits against rentals, nor have rentals been prepaid or forgiven, except as provided by the terms of the Lease.
 5. That said rental payments commenced or will commence to accrue on _____, and the Lease term expires _____.

6. That Tenant has no actual notice of a prior assignment, hypothecation or pledge of rents of the Lease, except: _____

7. That this letter shall inure to your benefit and to the benefit of your successors and assigns, and shall be binding upon Tenant and Tenant’s heirs, personal representatives, successors and assigns. This letter shall not be deemed to alter or modify any of the terms, covenants or obligations of the Lease.

The above statements are made with the understanding that you will rely on them in connection with the purchase of the above-referenced property.

Very truly yours,

Date of Signature: _____

By: _____

Myriad V
Cost Summary – Building

Square Feet 87,000

<u>Hard Costs</u>		S.F.
Shell/Site/Parking/Lab	\$ 17,369,815	\$ 199.65
(Shoring, Storm Detention, Connector, Retaining Walls)	\$ 1,699,053	\$ 19.53
		\$ 219.18
<u>Additional Costs</u>		
A & E Fees	\$ 800,000	
Permits/Fees/Testing	\$ 200,000	
Contingency	\$ 400,000	\$ 16.09
Total	\$ 20,468,868	\$ 235.27
<u>Soft Costs</u>		
Interest, Points, Legal, Title, Set up Fee, Construction Management Fee	\$ 1,571,775	\$ 18.07
Net Project Cost	<u>\$ 22,040,643</u>	<u>\$ 253.34</u>

<u>Lease Rate (11.5%)</u>		
Shell	\$ 2,099,674	\$ 24.13
Parking	\$ 435,000	\$ 5.00

EXHIBIT “F”

IMPROVEMENT REMOVAL AGREEMENT

Landlord and Tenant agree that the following may be removed by Tenant at end of the term, or at Landlord’s election, Tenant will sell to Landlord at a mutually agreeable price the following:

Notwithstanding the above, if Tenant removes the fixtures and any walls, ceilings, or flooring are damaged by such removal, then Tenant at Tenant’s expense shall repair the damage.

EMPLOYEE MATTERS AGREEMENT

by and between

MYRIAD GENETICS, INC.

and

MYRIAD PHARMACEUTICALS, INC.

Dated as of June 30, 2009

EMPLOYEE MATTERS AGREEMENT

EMPLOYEE MATTERS AGREEMENT (this “Agreement”), dated as of June 30, 2009, by and between Myriad Genetics, Inc., a Delaware corporation (“Myriad”), and Myriad Pharmaceuticals, Inc., a Delaware corporation (“MPI”). Each of Myriad and MPI is herein referred to as a “Party” and collectively, as the “Parties”.

RECITALS:

WHEREAS, Myriad, acting through its direct and indirect Subsidiaries, currently conducts a number of businesses, including (i) the Myriad Business and (ii) the MPI Business;

WHEREAS, the Board of Directors of Myriad has determined that it is appropriate, desirable and in the best interests of Myriad and its stockholders to separate Myriad into two independent companies (the “Separation”), one for each of: (i) the Myriad Business, which shall continue to be owned and conducted, directly or indirectly, by Myriad, and (ii) the MPI Business, which shall be owned and conducted, directly or indirectly, by MPI;

WHEREAS, to effect the Separation the Parties entered into that certain Separation and Distribution Agreement dated as of even date hereof (as amended or otherwise modified from time to time, the “Separation Agreement”); and

WHEREAS, pursuant to the Separation Agreement, Myriad and MPI have agreed to enter into this Agreement for the purpose of allocating assets, liabilities and responsibilities with respect to certain employee compensation and benefit plans and programs between them.

NOW, THEREFORE, in consideration of the foregoing premises, the mutual promises and covenants hereinafter set forth, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties, intending to be legally bound, agree as follows:

ARTICLE I

DEFINITIONS AND INTERPRETATION

Section 1.1 Definitions. The following terms shall have the following meanings:

“Affiliate” shall mean, when used with respect to a specified Person, a Person that directly or indirectly, through one or more intermediaries, controls, is controlled by or is under common control with such specified Person, including, without limitation, a Subsidiary (as defined below). As used herein, “control” means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of such Person, whether through ownership of voting securities or other interests, by contract or otherwise; provided that if control is deemed solely on the basis of ownership of voting securities or other interests, such ownership must be in excess of fifty percent (50%) of the then outstanding shares of common stock or the combined voting power of such Person.

“Benefit Plan” shall mean, with respect to an entity, each plan, program, arrangement, agreement or commitment that is an employment, change in control/severance, consulting, non-competition or deferred compensation agreement, or an executive compensation, incentive bonus or other bonus, employee pension, profit-sharing, savings, retirement, supplemental retirement, stock option, stock purchase, stock appreciation rights, restricted stock, other equity-based compensation, severance pay, salary continuation, life, health, hospitalization, sick leave, vacation pay, disability or accident insurance plan, corporate-owned or key-man life insurance or other employee benefit plan, program, arrangement, agreement or commitment, including any “employee benefit plan” (as defined in Section 3(3) of ERISA), sponsored or maintained by such entity (or to which such entity contributes or is required to contribute).

“COBRA” shall mean the continuation coverage requirements for “group health plans” under Title X of the Consolidated Omnibus Budget Reconciliation Act of 1985, as amended, and as codified in Section 4980B of the Code and Sections 601 through 608 of ERISA, together with all regulations and proposed regulations promulgated thereunder.

“Code” shall mean the Internal Revenue Code of 1986, as amended, including any successor statute, regulation and guidance thereto.

“Distribution” shall mean the distribution by Myriad to the holders of Myriad Common Stock, on a pro rata basis, of all of the issued and outstanding shares of MPI Common Stock.

“Distribution Date” shall mean the date on which the Distribution to the Myriad stockholders is effective.

“Effective Time” shall mean 11:59 p.m. EST on the Distribution Date at which time the Distribution is effective.

“ERISA” shall mean the Employee Retirement Income Security Act of 1974, as amended.

“ERISA Affiliate” shall mean with respect to any Person, each business or entity which is a member of a “controlled group of corporations,” under “common control” or a member of an “affiliated service group” with such Person within the meaning of Sections 414(b), (c) or (m) of the Code, or required to be aggregated with such Person under Section 414(o) of the Code, or under “common control” with such Person within the meaning of Section 4001(a)(14) of ERISA.

“Exchange Act” shall mean the Securities Exchange Act of 1934, as amended, and the rules and regulations of the Commission thereunder, all as the same shall be in effect at the time that reference is made thereto.

“Former MPI Employee” shall mean, as of the Effective Time, any individual who, on or before the Distribution Date, terminated employment with Myriad or its predecessors or any member of the Myriad Group and whose principal services to the Myriad Group related to the MPI Business.

“Former Myriad Employee” shall mean, as of the Effective Time, any individual who, on or before the Distribution Date, terminated employment with Myriad or its predecessors or any member of the Myriad Group and is not listed on Exhibit A to the Separation Agreement, other than any Former MPI Employee.

“HIPAA” shall mean the Health Insurance Portability and Accountability Act of 1996, as amended.

“Initial MPI Stock Price” shall mean the closing per share trading price of MPI Common Stock on the day after the Distribution Date, unless otherwise determined by the Myriad Board of Directors or its Compensation Committee in its sole discretion in order to effect an equitable adjustment of a Myriad Option in connection with the Distribution and ensure that such Myriad Option is not deemed to have undergone a modification under Section 409A of the Code.

“Liabilities” shall mean the definition as set forth in the Separation Agreement.

“MPI 401(k) Plan” shall mean the definition as set forth in Section 3 of this Agreement.

“MPI Benefit Plan” shall mean any Benefit Plan sponsored, maintained or contributed to by any member of the MPI Group or any ERISA Affiliate thereof immediately following the Effective Time, including the MPI 401(k) Plan and the MPI Welfare Plans.

“MPI Business” shall mean all of the business and operations of the research and drug development segments of Myriad as described in the Form 10.

“MPI Common Stock” shall mean the common stock, par value \$.01 per share, of MPI.

“MPI Employee” shall mean a person listed on Exhibit A to the Separation Agreement.

“MPI Group” shall mean MPI and each Person that is an Affiliate of MPI immediately after the Effective Time or that becomes an Affiliate of MPI after the Distribution Date.

“MPI Liabilities” shall mean all liabilities of MPI as defined in the Separation Agreement.

“MPI Option” shall mean an option to purchase shares of MPI Common Stock as of the Distribution Date, which shall be issued pursuant to the MPI Stock Plan as part of the adjustment to Myriad Options in connection with the Distribution and which shall be structured to avoid being deemed to have undergone a modification for purposes of Section 409A of the Code.

“MPI Participant” shall mean any individual who, immediately following the Effective Time, is an MPI Employee, a Former MPI Employee or a beneficiary, dependent or alternate payee of any of the foregoing.

“MPI Stock Plan” shall mean the Myriad Pharmaceuticals, Inc. 2009 Employee, Director and Consultant Equity Incentive Plan.

“MPI Welfare Plans” shall mean health and welfare plans maintained by a member of the MPI Group.

“Myriad Benefit Plan” shall mean any Benefit Plan sponsored, maintained or contributed to by any member of the Myriad Group or any ERISA Affiliate thereof other than MPI or any member of the MPI Group.

“Myriad Business” shall mean all of the business and operations of Myriad and its Subsidiaries other than the MPI Business.

“Myriad Common Stock” shall mean the common stock, \$0.01 par value per share, of Myriad.

“Myriad Employee” shall mean an active employee or an employee on vacation or on approved leave of absence (including maternity, paternity, family, sick leave, salary continuation, qualified military service under the Uniformed Services Employment and Reemployment Rights Act of 1994, and leave under the Family Medical Leave Act and other approved leaves) who, after the Effective Time, is employed by or will be employed by Myriad or any member of the Myriad Group.

“Myriad Group” shall mean Myriad and each Person, other than any member of the MPI Group, that is an Affiliate of Myriad immediately after the Effective Time or that becomes an Affiliate of Myriad after the Distribution Date.

“Myriad Liabilities” shall mean all liabilities of Myriad other than the MPI Liabilities.

“Myriad Option” shall mean an option to purchase shares of Myriad Common Stock granted pursuant to the Myriad Stock Plan.

“Myriad Participant” shall mean any individual who, immediately following the Effective Time, is a Myriad Employee, a Former Myriad Employee or a beneficiary, dependent or alternate payee of any of the foregoing.

“Myriad Stock Plan” shall mean the Myriad Genetics, Inc. 2003 Employee, Director and Consultant Stock Option Plan, as amended.

“Myriad Welfare Plans” shall mean, collectively, the health and welfare benefit plans maintained by a member of the Myriad Group.

“Participating Company” shall mean Myriad or any Person (other than an individual) participating in a Myriad Benefit Plan.

“Person” shall mean any natural person, firm, individual, corporation, business trust, joint venture, association, company, limited liability company, partnership, or other organization or entity, whether incorporated or unincorporated, or any governmental entity.

“Post-Distribution Myriad Stock Price” shall mean the closing per share trading price of Myriad Common Stock on an ex-distribution basis on the day after the Distribution Date, unless otherwise determined by the Myriad Board of Directors or its Compensation Committee in its sole discretion in order to effect an equitable adjustment of a Myriad Option in connection with the Distribution and ensure that such Myriad Option is not deemed to have undergone a modification under Section 409A of the Code.

“Post-Distribution Myriad Option” shall mean the definition set forth in Section 5.1(a) of this Agreement.

“Pre-Distribution Myriad Stock Price” shall mean the closing per share trading price of Myriad Common Stock on an ex-distribution basis on the Distribution Date plus one-quarter of the closing per share trading price of the MPI Common Stock on a when issued basis on the Distribution Date.

“Pre-Distribution Myriad Option Price” shall mean the definition set forth in Section 5.1(b) of this Agreement.

“Subsidiary” shall mean any corporation or other organization whether incorporated or unincorporated of which at least a majority of the securities or interests having by the terms thereof ordinary voting power to elect at least a majority of the board of directors or others performing similar functions with respect to such corporation or other organization is directly or indirectly owned or controlled by a Person or by any one or more of its Subsidiaries, or by such Person and one or more of its Subsidiaries; provided, however that no Person that is not directly or indirectly wholly owned by any other Person shall be a Subsidiary of such other Person unless such other Person controls, or has the right, power or ability to control, that Person.

“Third Party” shall mean any Person other than Myriad, any Myriad Affiliate, MPI and any MPI Affiliate.

Section 1.2 References; Interpretation. References in this Agreement to any gender include references to all genders, and references to the singular include references to the plural and vice versa. Unless the context otherwise requires, the words “include”, “includes” and “including” when used in this Agreement shall be deemed to be followed by the phrase “without limitation”. Unless the context otherwise requires, references in this Agreement to Articles, Sections, Exhibits and Schedules shall be deemed references to Articles and Sections of, and Exhibits and Schedules to, this Agreement. Unless the context otherwise requires, the words “hereof”, “hereby” and “herein” and words of similar meaning when used in this Agreement refer to this Agreement in its entirety and not to any particular Article, Section or provision of this Agreement.

ARTICLE II GENERAL PRINCIPLES

Section 2.1 Assumption and Retention of Liabilities; Related Assets.

(a) As of the date hereof and with effect at the Effective Time, except as otherwise expressly provided in this Agreement, Myriad shall, or shall cause one or more members of the Myriad Group to, assume or retain, as applicable, and pay, perform, fulfill and discharge, in due course in full (i) all Liabilities under all Myriad Benefit Plans (except that Myriad shall have no liability with respect to any assets of the Myriad 401(k) Plan to the extent, and as of the date, that such assets are transferred to the MPI 401(k) Plan pursuant to Section 3.1), (ii) all Liabilities (excluding Liabilities incurred under a Benefit Plan except as otherwise provided in this Agreement) with respect to the employment, service, termination of employment or termination of service of all Myriad Employees, Former Myriad Employees and their dependents and beneficiaries (and any alternate payees in respect thereof) and other service providers (including any individual who is, or was, an independent contractor, temporary employee, temporary service worker, consultant, freelancer, agency employee, leased employee, on-call worker, incidental worker, or non-payroll worker or in any other employment, non-employment, or retainer arrangement, or relationship with any member of the Myriad Group), in each case to the extent arising in connection with or as a result of employment with or the performance of services for any member of the Myriad Group, and (iii) any other Liabilities or obligations expressly assigned to Myriad or any of its Affiliates (other than any member of the MPI Group) under this Agreement. For purposes of clarification, the Liabilities assumed or retained by the Myriad Group as provided for in this Section 2.1(a) or elsewhere in this Agreement are intended to be Myriad Liabilities.

(b) As of the date hereof and with effect at the Effective Time, except as otherwise expressly provided in this Agreement, MPI shall, or shall cause one or more members of the MPI Group to, assume or retain, as applicable, and pay, perform, fulfill and discharge, in due course in full (i) all Liabilities under all MPI Benefit Plans, (ii) all Liabilities (excluding Liabilities incurred under a Benefit Plan except as otherwise provided in this Agreement) with respect to the employment, service, termination of employment or termination of service of all MPI Employees, Former MPI Employees and their dependents and beneficiaries (and any alternate payees in respect thereof) and other service providers (including any individual who is, or was, an independent contractor, temporary employee, temporary service worker, consultant, freelancer, agency employee, leased employee, on-call worker, incidental worker, or non-payroll worker or in any other employment, non-employment, or retainer arrangement, or relationship with any member of the Myriad Group or MPI Group), in each case to the extent arising in connection with or as a result of employment with or the performance of services for any member of the MPI Group, or in the case of Former MPI Employees, the Myriad Group and (iii) any other Liabilities or obligations expressly assigned to MPI or any of its Affiliates (other than any member of the Myriad Group) under this Agreement. For purposes of clarification, the Liabilities assumed or retained by the MPI Group as provided for in this Section 2.1(b) or elsewhere in this Agreement are intended to be MPI Liabilities as such term is defined in the Separation Agreement.

(c) From time to time after the Distribution Date, the Parties shall promptly reimburse one another, upon reasonable request of the Party requesting reimbursement and the presentation by such Party of such substantiating documentation as the other Party shall reasonably request, for the cost of any obligations or Liabilities satisfied or assumed by the Party requesting reimbursement or its Affiliates that are, or that have been made pursuant to this Agreement, the responsibility of the other Party or any of its Affiliates. Any such request for reimbursement must be made not later than the first anniversary of the Distribution Date.

(d) Myriad shall retain responsibility for all employee-related regulatory filings for reporting periods through the Distribution Date except for Equal Employment Opportunity Commission EEO-1 reports and affirmative action program (AAP) reports and responses to Office of Federal Contract Compliance Programs (OFCCP) submissions, for which Myriad will provide data and information (to the extent permitted by applicable Laws and consistent with Section 8.1) to MPI, who will be responsible for making such filings in respect of MPI Employees.

Section 2.2 Participation in Myriad Benefit Plans. Except as otherwise expressly provided for in this Agreement or as otherwise expressly agreed to in writing between or among the affected Parties, (i) effective as of the Effective Time, MPI and each member of the MPI Group shall cease to be a Participating Company in any Myriad Benefit Plan, and (ii) each MPI Participant and any other service providers (including any individual who is, or was, an independent contractor, temporary employee, temporary service worker, consultant, freelancer, agency employee, leased employee, on-call worker, incidental worker, or nonpayroll worker of any member of the MPI Group or in any other employment, non-employment, or retainer arrangement, or relationship with any member of the MPI Group), effective as of the Effective Time, shall cease to participate in, be covered by, accrue benefits under, be eligible to contribute to or have any rights under any Myriad Benefit Plan (except to the extent of obligations that accrued on or before the Effective Time, including benefits that are not otherwise addressed herein), and MPI and Myriad shall take all necessary action to effectuate each such cessation.

Section 2.3 Service Recognition. MPI shall give each MPI Participant full credit for purposes of eligibility, vesting, determination of level of benefits, and, to the extent applicable, benefit accruals under any MPI Benefit Plan, respectively, for such MPI Participant's service with any member of the Myriad Group through the Distribution Date to the same extent such service was recognized by the applicable Myriad Benefit Plans as of the Distribution Date; provided, that, such service shall not be recognized to the extent that such recognition would result in the duplication of benefits.

Section 2.4 Approval by Myriad as Sole Stockholder. On or prior to the Distribution Date, MPI shall have adopted the MPI Stock Plan, which shall permit the issuance of stock options that have material terms and conditions substantially similar to those stock options issued under the Myriad Stock Plan in respect of which MPI Stock Options will be issued in connection with the Distribution. The MPI Stock Plan shall be approved prior to the Distribution Date by Myriad as the sole stockholder of MPI.

ARTICLE III

QUALIFIED DEFINED CONTRIBUTION PLAN

Section 3.1 MPI 401(k) Plan.

(a) Establishment of the MPI 401(k) Plan. Effective as of the Distribution Date, MPI shall, or shall have caused one of its Affiliates to, establish a defined contribution plan and trust for the benefit of MPI Participants (the "MPI 401(k) Plan"). MPI shall be responsible for taking all necessary, reasonable and appropriate action to establish, maintain and administer the MPI 401(k) Plan so that it is qualified under Section 401(a) of the Code and that the related trust thereunder is exempt from Federal income tax under Section 501(a) of the Code. MPI (acting directly or through its Affiliates) shall be responsible for any and all Liabilities and other obligations with respect to the MPI 401(k) Plan.

(b) Transfer of Savings Plan Assets. Not later than ninety (90) days following the Distribution Date (or such later time as mutually agreed by Myriad and MPI), Myriad shall cause the accounts (including any outstanding loan balances) in the Myriad 401(k) Plan attributable to MPI Participants and all of the assets in the Myriad 401(k) Plan related thereto, to be transferred to the MPI 401(k) Plan and MPI shall cause the MPI 401(k) Plan to accept such transfer of accounts and underlying assets and, effective as of the date of such transfer, to assume and to fully perform, pay and discharge, all obligations of the Myriad 401(k) Plan relating to the accounts of MPI Participants (to the extent the assets related to those accounts are actually transferred from the Myriad 401(k) Plan to the MPI 401(k) Plan). Any transfer of assets pursuant to this Section 3.1(b) shall be conducted in accordance with Section 414(l) of the Code, Treasury Regulation Section 1.414(l)-1, and Section 208 of ERISA.

(c) Continuation of Elections. As of the day after the Distribution Date, the MPI Participants shall be immediately eligible to participate in the MPI 401(k) Plan, and MPI (acting directly or through its Affiliates) shall cause the MPI 401(k) Plan to recognize

and maintain all Myriad 401(k) Plan and MPI 401(k) Plan elections, including, but not limited to, deferral, investment, and payment form elections, dividend elections, beneficiary designations, and the rights of alternate payees under qualified domestic relations orders with respect to MPI Participants, to the extent such election or designation is available under the MPI 401(k) Plan.

(d) Form 5310-A. No later than thirty (30) days prior to the date of any transfer of assets and liabilities pursuant to Section 3.1(b), Myriad and MPI (each acting directly or through their respective Affiliates) shall, to the extent necessary, file Internal Revenue Service Form 5310-A regarding the transfer of assets and liabilities from the Myriad 401(k) Plan to the MPI 401(k) Plan as described in this Section 3.1.

(e) Contributions as of the Distribution Date. All contributions payable to the Myriad 401(k) Plan with respect to employee deferrals and contributions, matching contributions and other contributions for MPI Participants through the Distribution Date, determined in accordance with the terms and provisions of the Myriad 401(k) Plan, ERISA and the Code, shall be paid by Myriad to the Myriad 401(k) Plan prior to the date of the asset transfer described in subsection (b), above.

ARTICLE IV

HEALTH AND WELFARE PLANS

Section 4.1 Health and Welfare Plans Maintained By Myriad through the Distribution Date.

(a) Establishment of Welfare Plans. Myriad or one or more of its Affiliates maintain the Myriad Welfare Plans for the benefit of eligible Myriad Participants and MPI Participants. Effective as of the day following the Distribution Date, MPI shall, or shall cause an MPI Affiliate to, adopt, for the benefit of eligible MPI Participants, MPI Welfare Plans in form and substance substantially similar to the Myriad Welfare Plans maintained as of the day immediately prior to the Distribution Date.

(b) Terms of Participation in MPI Welfare Plans. MPI (acting directly or through its Affiliates) shall use reasonable best efforts to cause all MPI Welfare Plans, respectively, to (i) waive all limitations as to preexisting conditions, exclusions, and service conditions with respect to participation and coverage requirements applicable to MPI Participants, respectively, other than limitations that were in effect with respect to MPI Participants as of the Distribution Date under the Myriad Welfare Plans, (ii) waive any waiting period limitation or evidence of insurability requirement that would otherwise be applicable to an MPI Participant, respectively, following the Distribution Date to the extent such MPI Participant had satisfied any similar limitation under the analogous Myriad Welfare Plan and (iii) credit MPI Participants (and their dependents) for any deductibles and out-of-pocket expenses paid under the comparable Myriad Welfare Plans through the Distribution Date.

(c) Employees on Leave. Notwithstanding any other provision of this Agreement to the contrary, MPI shall assume Liability for payment of any salary continuation, short term disability or health and welfare coverage with respect to MPI Employees and Myriad shall have no further responsibility for such disabled MPI Employees or MPI Employees on approved leave after the Distribution Date.

(d) COBRA and HIPAA. Effective as of the Effective Time, Myriad shall retain responsibility for compliance with the health care continuation coverage requirements of COBRA with respect to MPI Participants who, as of the Distribution Date, were covered under a Myriad Welfare Plan and constitute "M&A Qualified Beneficiaries" (as such term is defined in Treasury Reg. §54.4980B-9, Q&A 4) pursuant to COBRA. Myriad (acting directly or through its Affiliates) shall be responsible for administering compliance with any certificate of creditable coverage requirements of HIPAA or Medicare applicable to the Myriad Welfare Plans with respect to MPI Participants. The Parties hereto agree that neither the Distribution nor any transfers of employment that occur as of the Distribution Date shall constitute a COBRA qualifying event for purposes of COBRA; provided, that, in all events, MPI (acting directly or through its Affiliates) shall assume, or shall have caused the MPI Welfare Plans to assume, responsibility for compliance with the health care continuation coverage requirements of COBRA with respect to those individuals whose employment is transferred directly from the Myriad Group to the MPI Group, as of the Effective Time, to the extent such individual was, as of such transfer of employment, covered under a Myriad Welfare Plan or becomes covered under an MPI Welfare Plan.

(e) Liabilities.

(i) Insured Benefits. With respect to employee welfare and fringe benefits that are provided through the purchase of insurance (including, without limitation, health, disability and workers' compensation benefits), Myriad shall timely pay all premiums

in respect of coverage of MPI Participants in respect of the period through the Distribution Date and shall retain all claims incurred by the MPI Participants through the Distribution Date, and MPI shall cause Myriad not to have any liability in respect of any and all claims of MPI Participants that are incurred under the MPI Welfare Plans.

(ii) Incurred Claim Definition. For purposes of this Section 4.1(e), a claim or Liability is deemed to be incurred (A) with respect to medical, dental, vision and/or prescription drug benefits, upon the rendering of health services giving rise to such claim or Liability; (B) with respect to life insurance, accidental death and dismemberment and business travel accident insurance, upon the occurrence of the event giving rise to such claim or Liability; and (C) with respect to disability benefits, upon the date of an individual's disability, as determined by the disability benefit insurance carrier or claim administrator, giving rise to such claim or Liability.

(iii) Claim Experience. Notwithstanding the foregoing, the Parties (acting directly or through their Affiliates) shall take any action necessary to ensure that any claims experience under the Myriad Welfare Plans attributable to MPI Participants shall be available to the MPI Welfare Plans.

Section 4.2 Time-Off Benefits. MPI shall credit each MPI Participant with the amount of accrued but unused personal leave benefits (vacation time, sick time and other time-off benefits) as such MPI Participant had with the Myriad Group as of the Distribution Date. Notwithstanding the above, MPI shall not be required to credit any MPI Participant with any accrual to the extent that a benefit attributable to such accrual is provided or continues to be provided by the Myriad Group.

ARTICLE V

STOCK OPTIONS

Section 5.1 Treatment of Outstanding Myriad Options.

(a) Each Myriad Option that is outstanding on the Distribution Date shall, as of the Distribution Date, be converted into an MPI Option and an adjusted Myriad Option (a "Post-Distribution Myriad Option") in accordance with the succeeding paragraphs of this Section 5.1.

(b) The number of shares subject to the MPI Option shall be equal to the number of shares of MPI Common Stock to which the option holder would be entitled in the Distribution had the shares subject to the Myriad Option represented outstanding shares of Myriad Common Stock as of the Record Date, the resulting number of shares subject to the MPI Option being rounded down to the nearest whole share. The per share exercise price of the MPI Option shall be equal to the product of (1) the per share exercise price of the Myriad Option immediately prior to the Distribution Date (the "Pre-Distribution Myriad Option Price") multiplied by (2) a fraction, the numerator of which shall be the Initial MPI Stock Price and the denominator of which shall be the Pre-Distribution Myriad Stock Price. The number of shares subject to the Post-Distribution Myriad Option shall be equal to the number of shares subject to the Myriad Option immediately prior to the Distribution Date. The per share exercise price of the Post-Distribution Myriad Option shall be equal to the product of (1) the Pre-Distribution Myriad Option Price multiplied by (2) a fraction, the numerator of which shall be the Post-Distribution Myriad Stock Price and the denominator of which shall be the Pre-Distribution Myriad Stock Price. With respect to each Post-Distribution Myriad Option and MPI Option, the aggregate spread of such option shall not exceed the aggregate spread of the relevant Myriad Option from which it was converted, and the ratio of the exercise price to the fair market value of the shares subject to the Post-Distribution Myriad Option or MPI Option, as the case may be, immediately after the conversion shall not be greater than the ratio of the exercise price to the fair market value of the shares subject to the relevant Myriad Option immediately before the conversion and all other requirements of Section 409A shall be met in order to ensure that no modification is deemed to occur under Section 409A with respect to any Post-Distribution Myriad Option or MPI Option.

(c) Prior to the Distribution Date, Myriad shall take all actions necessary to provide that, effective as of the Distribution Date, for purposes of the Post-Distribution Myriad Options (including in determining exercisability and the post-termination exercise period), an MPI Employee's continuous service with the MPI Group (including applicable successors) following the Distribution Date shall be deemed continuous service with Myriad. MPI shall issue each MPI Option under the MPI Stock Plan with terms such that, except as otherwise provided herein, the terms and conditions applicable to the MPI Options shall be substantially similar to the terms and conditions applicable to the corresponding Myriad Option, including the terms and conditions relating to vesting and the

post-termination exercise period and including a provision to the effect that, for purposes of the MPI Options, continuous service with the Myriad Group or MPI Group (in each case, including applicable successors) from and after the Distribution Date shall be deemed to constitute service with MPI.

(d) Except as otherwise provided herein, the MPI Options and the Post-Distribution Myriad Options shall remain subject to the terms and conditions of the underlying Myriad Options as in effect immediately prior to the Distribution Date (taking into account changes in the identity of the employer, including for purposes of determining whether a change in control has occurred).

(e) Upon the exercise of an MPI Option, regardless of the holder thereof, the exercise price shall be paid to (or otherwise satisfied to the satisfaction of) MPI in accordance with the terms of the MPI Option, and MPI shall be solely responsible for the issuance of MPI Common Stock, for ensuring the collection of the employee portion of all applicable withholding tax on behalf of the employing entity of such holder, and for ensuring the remittance of such withholding taxes to the employing entity of such holder. Upon the exercise of a Post-Distribution Myriad Option, regardless of the holder thereof, the exercise price shall be paid to (or otherwise satisfied to the satisfaction of) Myriad in accordance with the terms of the Post-Distribution Myriad Option, and Myriad shall be solely responsible for the issuance of Myriad Common Stock, for ensuring the collection of the employee portion of all applicable withholding tax on behalf of the employing entity of such holder and for ensuring the remittance of such withholding taxes to the employing entity of such holder.

Section 5.2 Cooperation and Special Award Terms. Each of the Parties shall establish an appropriate administration system in order to handle in an orderly manner exercises of Post Distribution Myriad Options and MPI Options. Each of the Parties will work together to unify and consolidate all indicative data and payroll and employment information on regular timetables and make certain that each applicable entity's data and records in respect of such awards are correct and updated on a timely basis. The foregoing shall include employment status and information required for tax withholding/remittance, compliance with trading windows and compliance with the requirements of the Exchange Act and other applicable Laws. Each of the parties shall honor the terms of any agreement entered into on or before the Distribution Date with any employee of another party insofar as such agreement provides for accelerated vesting or the extension of the term of any Myriad Options.

Section 5.3 SEC Registration. The Parties mutually agree to use reasonable best efforts to maintain effective registration statements with the SEC with respect to the Post Distribution Myriad Options and MPI Options.

ARTICLE VI

ADDITIONAL COMPENSATION MATTERS

Section 6.1 Workers' Compensation Liabilities. Except as provided in Section 4.1(e)(i), all workers' compensation Liabilities relating to, arising out of, or resulting from any claim that results from an accident, incident or event occurring, or from an occupational disease which becomes manifest, at, before or after the Distribution Date by (i) any Myriad Employee or Former Myriad Employee shall be retained by Myriad, and (ii) by any MPI Employee or Former MPI Employee shall be assumed by MPI.

Section 6.2 Director Programs; Director Fees. Myriad shall retain responsibility for the payment of any fees payable in respect of service on the Myriad Board of Directors that are payable but not yet paid as of the Distribution Date, and MPI shall not have any responsibility for any such payments. After the Distribution Date, Myriad and MPI will each be responsible for the fees and expenses of their respective Boards of Directors.

Section 6.3 Certain Payroll, Bonus and Supplemental Plan Matters. In the case of an individual who transfers employment on the Distribution Date from Myriad to MPI, MPI shall be responsible for paying the entire payroll amount due to such individual for the first payroll cycle ending after the Distribution Date and for satisfying all applicable tax reporting and withholding requirements in respect of such payment; provided, that, Myriad shall reimburse MPI for the gross amount of the payroll payment (i.e., including any applicable deductions) and for all tax withholdings remitted in respect of such portion of the payroll period ending on the Distribution Date. Myriad shall be entitled to the benefit of any tax deduction in respect of its payment (by reimbursement to MPI) for the portion of the payroll period ending on the Distribution Date.

ARTICLE VII
INDEMNIFICATION

Section 7.1 Any claim for indemnification under this Agreement shall be governed by, and be subject to, the provisions of Article V of the Separation Agreement, which provisions are hereby incorporated by reference into this Agreement and any references to “Agreement” in such Article V as incorporated herein shall be deemed to be references to this Agreement.

ARTICLE VIII
GENERAL AND ADMINISTRATIVE

Section 8.1 Sharing Of Information. Myriad and MPI (acting directly or through their respective Affiliates) shall provide to each other and their respective agents and vendors all information as the other may reasonably request to enable the requesting Party to administer efficiently and accurately each of its Benefit Plans, to timely and accurately comply with and report under Section 14 of the Exchange Act and to determine the scope of, as well as fulfill, its obligations under this Agreement. Such information shall, to the extent reasonably practicable, be provided in the format and at the times and places requested, but in no event shall the Party providing such information be obligated to incur any out-of-pocket expenses not reimbursed by the Party making such request or make such information available outside of its normal business hours and premises. Any information shared or exchanged pursuant to this Agreement shall be subject to the confidentiality requirements set forth in the Separation Agreement. The Parties also hereby agree to enter into any business associate agreements that may be required for the sharing of any information pursuant to this Agreement to comply with the requirements of HIPAA.

Section 8.2 Reasonable Efforts/Cooperation. Each of the Parties hereto will use its reasonable best efforts to promptly take, or cause to be taken, all actions and to do, or cause to be done, all things necessary, proper or advisable under applicable Laws and regulations to consummate the transactions contemplated by this Agreement, including adopting plans or plan amendments. Each of the Parties hereto shall cooperate fully on any issue relating to the transactions contemplated by this Agreement for which the other Party seeks a determination letter or private letter ruling from the Internal Revenue Service, an advisory opinion from the Department of Labor or any other filing, consent or governmental approval.

Section 8.3 Employer Rights. Nothing in this Agreement shall prohibit any Party or any of their respective Affiliates from amending, modifying or terminating any of their respective Benefit Plans at any time within their sole discretion.

Section 8.4 Effect on Employment. Except as expressly provided in this Agreement, the occurrence of the Distribution alone shall not cause any employee to be deemed to have incurred a termination of employment, which entitles such individual to the commencement of benefits under any of the Myriad Benefit Plans. Furthermore, nothing in this Agreement is intended to confer upon any employee or former employee of Myriad, MPI or any of their respective Affiliates any right to continued employment, or any recall or similar rights to an individual on layoff or any type of approved leave.

Section 8.5 Consent of Third Parties. If any provision of this Agreement is dependent on the consent of any Third Party and such consent is withheld, the Parties hereto shall use their reasonable best efforts to implement the applicable provisions of this Agreement to the fullest extent practicable. If any provision of this Agreement cannot be implemented due to the failure of such Third Party to consent, the Parties hereto shall negotiate in good faith to implement the provision (as applicable) in a mutually satisfactory manner.

Section 8.6 Access to Employees. Following the Distribution Date, Myriad and MPI shall, or shall cause each of their respective Affiliates to, make available to each other those of their employees who may reasonably be needed in order to defend or prosecute any legal or administrative action (other than a legal action between or among any of the Parties) to which any employee, director or Benefit Plan of the Myriad Group or MPI Group is a party and which relates to their respective Benefit Plans prior to the Distribution. The Party to whom an employee is made available in accordance with this Section 8.6 shall pay or reimburse the other Party for all reasonable expenses which may be incurred by such employee in connection therewith, including all reasonable travel, lodging, and meal expenses, but excluding any amount for such employee's time spent in connection herewith. Any such reimbursement by one Party to the other shall be made within 90 days of the date on which the Party seeking reimbursement provides the reimbursing Party with documentation of such expenses that is reasonably acceptable to the reimbursing Party.

Section 8.7 Beneficiary Designation/Release of Information/Right to Reimbursement. To the extent permitted by applicable law, including, without limitation, the privacy and security requirements of HIPAA, and except as otherwise provided for in this Agreement, all beneficiary designations, authorizations for the release of information and rights to reimbursement made by or relating to MPI Participants under Myriad Benefit Plans shall be transferred to and be in full force and effect under the corresponding MPI Benefit Plans and Myriad Benefit Plans until such beneficiary designations, authorizations or rights are replaced or revoked by, or no longer apply, to the relevant MPI Participant.

ARTICLE IX MISCELLANEOUS

Section 9.1 Effect If Certain Events Do Not Occur. Notwithstanding anything in this Agreement to the contrary, if the Separation Agreement is terminated prior to the Effective Time, then all actions and events that are, under this Agreement, to be taken or occur effective prior to, as of or following the Distribution Date, or otherwise in connection with the Separation, shall not be taken or occur except to the extent specifically agreed to in writing by Myriad on the one hand and MPI on the other hand and no Party shall have any Liability or further obligation to any other Party under this Agreement.

Section 9.2 Relationship of Parties. Nothing in this Agreement shall be deemed or construed by the Parties or any Third Party as creating the relationship of principal and agent, partnership or joint venture between or among the Parties, it being understood and agreed that no provision contained herein, and no act of the Parties, shall be deemed to create any relationship between or among the Parties other than the relationship set forth herein.

Section 9.3 Subsidiaries. Each of the Parties shall cause to be performed all actions, agreements and obligations set forth herein to be performed by any Subsidiary or Affiliate of such Party or by any entity that becomes a Subsidiary or Affiliate of such Party on and after the Distribution Date. The Parties acknowledge that certain actions, agreements and obligations that certain of their Affiliates and Subsidiaries may be required to perform in connection with the performance of the Parties obligations under this Agreement may require governmental approval under applicable law, and therefore agree that performance of such actions, agreements and obligations is subject to the receipt of all such necessary governmental approvals, which governmental approvals each Party shall, and shall cause the members of its respective Group to, use its reasonable best efforts to obtain.

Section 9.4 Notices. All notices, requests, claims, demands and other communications under this Agreement shall be in writing and shall be deemed to be duly given when (a) delivered in person or (b) deposited in the United States mail or private express mail, postage prepaid, addressed as follows:

To Myriad:

Myriad Genetics, Inc.
320 Wakara Way
Salt Lake City, UT 84108
Attn: President and CEO
Facsimile: 801.584.3640

To MPI:

Myriad Pharmaceuticals, Inc.
305 Chipeta Way
Salt Lake City, UT 84108
Attn: President and CEO
Facsimile: 801.214.7992

Either Party may, by notice to the other Party, change the address to which such notices are to be given.

Section 9.5 Entire Agreement. This Agreement, the Separation Agreement, and all other agreements, instruments, understandings, assignments or other arrangements entered into between the Parties in connection with the Separation, including the

exhibits and schedules thereto, contain the entire agreement between the Parties with respect to the subject matter hereof and shall supersede all previous agreements, negotiations, discussions, writings, understandings, commitments and conversations with respect to such subject matter and there are no agreements or understandings between the Parties other than those set forth or referred to herein or therein. In the event of any conflict between the terms and conditions of this Agreement and the terms and conditions of the Separation Agreement, the terms and conditions of the Separation Agreement (including amendments thereto) shall control.

Section 9.6 Waivers. The failure of any Party to require strict performance by the other Party of any provision in this Agreement will not waive or diminish that Party's right to demand strict performance thereafter of that or any other provision hereof.

Section 9.7 Amendments. Subject to the terms of Section 9.8 of this Agreement, this Agreement may not be modified or amended except by an agreement in writing signed by each of the Parties.

Section 9.8 Termination. This Agreement (including Article VII (Indemnification) hereof) may be terminated and the Distribution may be amended, modified or abandoned at any time prior to the Effective Time by and in the sole discretion of Myriad without the approval of MPI or the stockholders of Myriad and it shall be deemed terminated if and when the Separation Agreement is terminated. In the event of such termination, no Party shall have any Liability of any kind to any other Party or any other Person. After the Effective Time, this Agreement may not be terminated except by an agreement in writing signed by Myriad and MPI.

Section 9.9 Governing Law. This Agreement shall be governed by and construed and interpreted in accordance with the laws of the State of Delaware, irrespective of the choice of laws principles of the State of Delaware as to all matters, including matters of validity, construction, effect, enforceability, performance and remedies.

Section 9.10 Dispute Resolution. Any controversy, dispute or claim arising out of, in connection with, or in relation to the interpretation, performance, nonperformance, validity, termination or breach of this Agreement or otherwise arising out of, or in any way related to this Agreement or the transactions contemplated hereby, including any claim based on contract, tort, statute or constitution (but excluding any controversy, dispute or claim arising out of any contract relating to the use or lease of real property if any Third Party is a necessary party to such controversy, dispute or claim), shall be governed by, and be subject to, the provisions of Article IX of the Separation Agreement, which provisions (and related defined terms) are hereby incorporated by reference into this Agreement and any references to "Agreement" in such Article IX as incorporated herein shall be deemed to be references to this Agreement; provided, however, any references to "Agreement" in such Article IX as incorporated herein shall be deemed to be references to this Agreement as defined in this Agreement.

Section 9.11 Consent to Jurisdiction. Subject to the provisions of Article IX of the Separation Agreement, each of the Parties irrevocably submits to the exclusive jurisdiction of the United States District Court for the District of Utah (the "Utah Court"), for the purposes of any suit, action or other proceeding to compel arbitration or for provisional relief in aid of arbitration in accordance with Article IX of the Separation Agreement or for provisional relief to prevent irreparable harm, and to the non-exclusive jurisdiction of the Utah Court for the enforcement of any award issued thereunder. Each of the Parties further agrees that service of any process, summons, notice or document by United States registered mail or receipted courier service to such Party's respective address set forth in Section 9.4 of this Agreement shall be effective service of process for any action, suit or proceeding in the Utah Court with respect to any matters to which it has submitted to jurisdiction in this Section 9.11. Each of the Parties irrevocably and unconditionally waives any objection to the laying of venue of any such action, suit or proceeding in the Utah Court, and hereby further irrevocably and unconditionally waives and agrees not to plead or claim in any such court that any such action, suit or proceeding brought in any such court has been brought in an inconvenient forum.

Section 9.12 Titles and Headings. Titles and headings to sections and articles herein are inserted for the convenience of reference only and are not intended to be a part of or to affect the meaning or interpretation of this Agreement.

Section 9.13 Counterparts. This Agreement may be executed in more than one counterparts, each of which shall be considered one and the same agreement, and shall become effective when each counterpart has been signed by each of the Parties and delivered to the other Parties. Execution of this Agreement or any other documents pursuant to this Agreement by facsimile or other electronic copy of a signature shall be deemed to be, and shall have the same effect as, executed by an original signature.

Section 9.14 Assignment. Except as otherwise expressly provided for in this Agreement, this Agreement and rights hereunder shall be binding upon, inure to the benefit of and be enforceable by (and against) the Parties and their respective successors and permitted transferees and assigns. Notwithstanding the foregoing, this Agreement shall not be assignable, in whole or in part, by any Party without the prior written consent of the other Party, and any attempt to assign any rights or obligations arising under this Agreement without such consent shall be null and void; provided, that (i) a Party may assign this Agreement in connection with a merger transaction in which such Party is not the surviving entity or the sale by such Party of all or substantially all of its assets, and upon the effectiveness of such assignment the assigning Party shall be released from all of its obligations under this Agreement if the surviving entity of such merger or the transferee of such assets shall agree in writing, in form and substance reasonably satisfactory to the other Party, to be bound by all terms of this Agreement as if named as a "Party" hereto.

Section 9.15 Severability. If any provision of this Agreement is determined by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions hereof, or the application of such provision to Persons or circumstances or in jurisdictions other than those as to which it has been held invalid or unenforceable, shall remain in full force and effect and shall in no way be affected, impaired or invalidated thereby, so long as the economic or legal substance of the transactions contemplated hereby or thereby, as the case may be, is not affected in any manner adverse to any Party. Upon such determination, the Parties shall negotiate in good faith in an effort to agree upon such a suitable and equitable provision to affect the original intent of the Parties.

Section 9.16 Specific Performance. The Parties agree that irreparable damage would occur in the event that the provisions of this Agreement were not performed in accordance with their specific terms. Accordingly, it is hereby agreed that the Parties shall be entitled to (i) an injunction or injunctions to enforce specifically the terms and provisions hereof in any arbitration in accordance with Section 9.10 of this Agreement, (ii) provisional or temporary injunctive relief in accordance therewith in the Utah Court, and (iii) enforcement of any such award of an arbitral tribunal or a Utah Court in any court of the United States, or any other any court or tribunal sitting in any state of the United States or in any foreign country that has jurisdiction, this being in addition to any other remedy or relief to which they may be entitled.

Section 9.17 Waiver of Jury Trial. SUBJECT TO SECTIONS 9.9, 9.10 AND 9.11 OF THIS AGREEMENT, EACH OF THE PARTIES HEREBY WAIVES TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY WITH RESPECT TO ANY COURT PROCEEDING CONTEMPLATED BY SECTION 9.11 OF THIS AGREEMENT. EACH OF THE PARTIES HEREBY (A) CERTIFIES THAT NO REPRESENTATIVE, AGENT OR ATTORNEY OF THE OTHER PARTY HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH OTHER PARTY WOULD NOT, IN THE EVENT OF LITIGATION, SEEK TO ENFORCE THE FOREGOING WAIVER AND (B) ACKNOWLEDGES THAT IT HAS BEEN INDUCED TO ENTER INTO THIS AGREEMENT AND THE TRANSACTIONS CONTEMPLATED BY THIS AGREEMENT, AS APPLICABLE, BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS IN THIS SECTION 9.17.

Section 9.18 Force Majeure. No Party (or any Person acting on its behalf) shall have any liability or responsibility for failure to fulfill any obligation (other than a payment obligation) under this Agreement so long as and to the extent to which the fulfillment of such obligation is prevented, frustrated, hindered or delayed as a consequence of circumstances of force majeure. A Party claiming the benefit of this provision shall, as soon as reasonably practicable after the occurrence of any such event: (a) notify the other Party of the nature and extent of any such force majeure condition and (b) use due diligence to remove any such causes and resume performance under this Agreement as soon as reasonably practicable.

Section 9.19 Authorization. Each of the Parties hereby represents and warrants that it has the power and authority to execute, deliver and perform this Agreement, that this Agreement has been duly authorized by all necessary corporate action on the part of such Party, that this Agreement constitutes a legal, valid and binding obligation of each such Party and that the execution, delivery and performance of this Agreement by such Party does not contravene or conflict with any provision of law or of its charter or bylaws or any material agreement, instrument or order binding on such Party.

Section 9.20 No Third-Party Beneficiaries. The provisions of this Agreement are solely for the benefit of the Parties and are not intended to confer upon any Person except the Parties any rights or remedies hereunder. There are no Third Party beneficiaries of this Agreement and this Agreement shall not provide any Third Party, including, without limitation, any current or former employee or director of either Party, with any remedy, claim, liability, reimbursement, claim of action or other right in excess of those existing without reference to this Agreement.

Section 9.21 Construction. The Parties have participated jointly in the negotiation and drafting of this Agreement. This Agreement shall be construed without regard to any presumption or rule requiring construction or interpretation against the party drafting or causing any instrument to be drafted.

[Remainder of this page intentionally left blank.]

IN WITNESS WHEREOF, the Parties have caused this Agreement to be duly executed as of the day and year first above written.

MYRIAD GENETICS, INC.

By: /s/ Peter D. Meldrum

Name: Peter D. Meldrum

Title: President and Chief Executive Officer

MYRIAD PHARMACEUTICALS, INC.

By: /s/ Adrian Hobden

Name: Adrian Hobden

Title: President and Chief Executive Officer

UNAUDITED PRO FORMA CONDENSED CONSOLIDATED FINANCIAL INFORMATION

The following Unaudited Pro Forma Condensed Consolidated Balance Sheet as of March 31, 2009 and the Unaudited Pro Forma Condensed Consolidated Statements of Operations for the nine months ended March 31, 2009 and for the year ended June 30, 2008 have been derived from the historical financial statements of Myriad Genetics, Inc. (the “Company”) and adjusted to give effect to the distribution of the common stock of Myriad Pharmaceuticals, Inc. (“MPI”) to our stockholders, which will be accounted for as discontinued operations in the fourth quarter of 2009 in accordance with Statement of Financial Accounting Standards No. 144, *Accounting for the Impairment or Disposal of Long-Lived Assets*.

The Unaudited Pro Forma Condensed Consolidated Balance Sheet assumes that the above-mentioned transaction occurred on the date of such balance sheet and the Unaudited Pro Forma Condensed Consolidated Statements of Operations assume that the above-mentioned transaction occurred on July 1, 2007.

Management believes that the assumptions used to derive the Unaudited Pro Forma Condensed Consolidated Financial Statements are reasonable under the circumstances and given the information available. The Unaudited Pro Forma Condensed Consolidated Financial Statements have been provided for informational purposes and are not necessarily indicative of the financial condition or results of future operations or the actual financial condition or results that would have been achieved had the transactions occurred on the dates indicated. These Unaudited Pro Forma Condensed Consolidated Financial Statements (together with the footnotes thereto) should be read in conjunction with our historical consolidated financial statements and accompanying notes thereto, which can be found in our quarterly report on Form 10-Q for the period ended March 31, 2009, filed with the Securities and Exchange Commission on May 5, 2009 and our annual report on Form 10-K for the fiscal year ended June 30, 2008, filed with the Securities and Exchange Commission on August 28, 2008.

MYRIAD GENETICS, INC.

Pro Forma Condensed Consolidated Balance Sheet (Unaudited)

(In thousands, except per share amounts)

	As of March 31, 2009			
	Historical	Spin-off of MPI (a)	Pro Forma Adjustments	Pro Forma
Assets				
Current assets:				
Cash and cash equivalents	\$ 200,685	—	(135,797)	(b) 64,888
Marketable investment securities	201,400	—	(35,834)	(b) 165,566
Prepaid expenses	2,811	(624)	—	2,187
Trade accounts receivable, less allowance for doubtful accounts of \$4,100 in 2008 and \$2,600 in 2007	47,473	—	—	47,473
Other receivables	4,205	(501)	—	3,704
Total current assets	<u>456,574</u>	<u>(1,125)</u>	<u>(171,630)</u>	<u>283,819</u>
Equipment and leasehold improvements:				
Equipment	67,362	(18,305)	—	49,057
Leasehold improvements	11,895	(4,023)	—	7,872
	79,257	(22,328)	—	56,929
Less accumulated depreciation	50,638	(13,762)	—	36,876
Net equipment and leasehold improvements	<u>28,619</u>	<u>(8,566)</u>	<u>—</u>	<u>20,053</u>
Long-term marketable investment securities	132,757	—	(16,370)	(b) 116,387
Other assets	2,480	(125)	—	2,355
	<u>\$ 620,430</u>	<u>(9,816)</u>	<u>(188,000)</u>	<u>422,614</u>
Liabilities and Stockholders' Equity				
Current liabilities:				
Accounts payable	\$ 11,426	(3,158)	3,158	(c) 11,426
Accrued liabilities	25,019	(8,094)	4,184	(c) 21,109
Deferred revenue	58	—	—	58
Total current liabilities	<u>36,503</u>	<u>(11,252)</u>	<u>7,342</u>	<u>32,593</u>
Commitments and contingencies				
Stockholders' equity:				
Total stockholders' equity	<u>583,927</u>	<u>1,436</u>	<u>(194,936)</u>	(d) <u>390,427</u>
	<u>\$ 620,430</u>	<u>(9,816)</u>	<u>(187,594)</u>	<u>423,020</u>

See accompanying notes to unaudited pro forma condensed consolidated financial statements.

MYRIAD GENETICS, INC.

Pro Forma Condensed Consolidated Statements of Operations (Unaudited)

(In thousands, except per share amounts)

	Nine Months Ended Mar. 31, 2009			
	Historical	Spin-off of MPI(a)	Pro Forma Adjustments	Pro Forma
Molecular diagnostic revenue	\$ 240,449	\$ —	\$ —	\$ 240,449
Research and other revenue	5,064	(5,064)	—	—
Total revenue	245,513	(5,064)	—	240,449
Costs and expenses:				
Molecular diagnostic cost of revenue	32,082	—	—	32,082
Research and development expense	54,950	(41,697)	—	13,253
Selling, general, and administrative expense	105,092	(7,157)	—	97,935
Total costs and expenses	192,124	(48,854)	—	143,270
Operating income (loss)	53,389	43,790	—	97,179
Other income (expense):				
Interest income	9,817	—	(3,866)	(e) 5,951
Other	(2,038)	—	—	(2,038)
Total other income	7,779	—	(3,866)	3,913
Income (loss) before taxes	61,168	43,790	(3,866)	101,092
Income tax provision	193	—	—	193
Net income (loss)	\$ 60,975	\$ 43,790	\$ (3,866)	\$ 100,899
Earnings per share:				
Basic	\$ 0.66	\$ —	—	\$ 1.09
Diluted	\$ 0.62	\$ —	—	\$ 1.03
Weighted average shares outstanding:				
Basic	92,757	—	—	92,757
Diluted	97,979	—	—	97,979

See accompanying notes to unaudited pro forma condensed consolidated financial statements.

MYRIAD GENETICS, INC.

Pro Forma Condensed Consolidated Statements of Operations (Unaudited)

(In thousands, except per share amounts)

	Year Ended June 30, 2008			
	Historical	Spin-off of MPI (a)	Pro Forma Adjustments	Pro Forma
Molecular diagnostic revenue	\$222,855	\$ —	\$ —	\$222,855
Pharmaceutical revenue	100,000	(100,000)	—	—
Research and other revenue	10,774	(10,774)	—	—
Total revenue	<u>333,629</u>	<u>(110,774)</u>	<u>—</u>	<u>222,855</u>
Costs and expenses:				
Molecular diagnostic cost of revenue	32,340	—	—	32,340
Research and development expense	139,715	(121,526)	—	18,189
Selling, general, and administrative expense	123,493	(20,600)	—	102,893
Total costs and expenses	<u>295,548</u>	<u>(142,126)</u>	<u>—</u>	<u>153,422</u>
Operating income (loss)	38,081	31,352	—	69,433
Other income (expense):				
Interest income	13,709	—	(7,077)	(e) 6,632
Other	(3,337)	3,017	—	(320)
Total other income	10,372	3,017	(7,077)	6,312
Income (loss) before taxes	48,453	34,369	(7,077)	75,745
Income tax provision	608	—	—	608
Net income (loss)	<u>\$ 47,845</u>	<u>\$ 34,369</u>	<u>\$ (7,077)</u>	<u>\$ 75,137</u>
Earnings per share:				
Basic	\$ 0.54			\$ 0.85
Diluted	<u>\$ 0.51</u>			<u>\$ 0.80</u>
Weighted average shares outstanding:				
Basic	88,378			88,378
Diluted	93,408			93,408

See accompanying notes to unaudited pro forma condensed consolidated financial statements.

MYRIAD GENETICS, INC. AND SUBSIDIARIES
NOTES TO
UNAUDITED PRO FORMA CONDENSED CONSOLIDATED FINANCIAL INFORMATION

The pro forma adjustments to the accompanying historical financial information as of and for the nine months ended March 31, 2009 and for the year ended June 30, 2008 are described below:

- (a)** Represents the assets, liabilities and operations of Myriad Pharmaceuticals, Inc. prior to the spin-off. The common stock of Myriad Pharmaceuticals, Inc. was distributed to the Company's stockholders on June 30, 2009.
- (b)** Represents the contribution of \$188.0 million in cash, cash equivalents and marketable securities from the Company to Myriad Pharmaceuticals.
- (c)** In accordance with the Separation and Distribution Agreement between the Company and Myriad Pharmaceuticals, the pro forma adjustment represents accounts payable and accrued liabilities that will be paid by Myriad Genetics, Inc. and are net of amounts related to accrued vacation of \$910,000 and other accrued liabilities related to the Company's drug development activities of \$3.0 million that will be retained by Myriad Pharmaceuticals after the distribution.
- (d)** Represents the residual capital contribution from the Company to Myriad Pharmaceuticals.
- (e)** To reflect reduced interest income that would have been earned as a result of the \$188.0 million in cash, cash equivalents and marketable securities that was contributed to Myriad Pharmaceuticals, assuming the amount was contributed as of the beginning of the respective periods.

**MYRIAD GENETICS ANNOUNCES PRELIMINARY REVENUE
RESULTS FOR FISCAL 2009 FOURTH QUARTER, FULL YEAR**

Salt Lake City, June 30, 2009 – Myriad Genetics, Inc. (NASDAQ: MYGN) today announced that, based on preliminary estimates, it anticipates reporting total molecular diagnostic revenue, which represents the bulk of the Company's revenue, of approximately \$86 million for the fiscal 2009 fourth quarter ending June 30, 2009. The Company continues to believe that revenue for the fiscal 2009 fourth quarter is being impacted by the current economic recession, which is driving increasing unemployment levels resulting in the loss of insurance coverage and patients delaying or cancelling doctor visits.

Previously, the Company stated it expected total molecular diagnostic revenue for the full 2009 fiscal year to grow more than 48% over fiscal 2008 to approximately \$330 million. The Company now is projecting that molecular diagnostic revenue for the fiscal year ending June 30, 2009 will be approximately \$326 million, or a 46% increase over the prior fiscal year.

Myriad Genetics' revenue results remain subject to review by its independent registered public accounting firm.

The Company expects to report final fiscal fourth quarter and full year financial results on August 25, 2009. Myriad Genetics' management team will host a conference call to discuss the financial results, operations and outlook on August 25, 2009. The call will be accessible through a live webcast at www.myriad.com.

About Myriad Genetics

Myriad Genetics, Inc. is a leading healthcare company focused on the development and marketing of novel molecular diagnostic and therapeutic products. Myriad's news and other information are available on the Company's Web site at www.myriad.com.

Myriad, the Myriad logo, BRACAnalysis, Colaris, Colaris AP, Melaris, TheraGuide, Prezeon, and OnDose are trademarks or registered trademarks of Myriad Genetics, Inc. in the United States and foreign countries. MYGN-F

This press release contains "forward-looking statements" within the meaning of the Private Securities Litigation Reform Act of 1995, including statements relating to the anticipated report of total molecular diagnostic revenue of approximately \$86 million for the fiscal 2009 fourth quarter ending June 30, 2009; the Company's continued belief that the fiscal 2009 fourth quarter is being impacted by the current economic recession, which is driving increasing unemployment levels resulting in the loss of insurance coverage and patients delaying or cancelling doctor visits; the Company's anticipation that molecular diagnostic revenue for the fiscal year ending June 30, 2009 will be approximately \$326 million or a 46% increase over the prior fiscal year; and the expectation to report final fiscal fourth quarter and full year financial results on August 25, 2009, and to host a conference call to discuss the financial results, operations and outlook on August 25, 2009. These "forward-looking statements" are based on management's current expectations of future events and are subject to a number of risks and uncertainties that could cause actual results to differ materially and adversely from those set forth in or implied by forward-looking statements. These risks and uncertainties and other factors are discussed under the heading "Risk Factors" contained in Item 1A in our Annual Report on Form 10-K for the year ended June 30, 2008, which has been filed with the Securities and Exchange Commission, as well as any updates to those risk factors filed from time to time in our Quarterly Reports on Form 10-Q or Current Reports on Form 8-K. All information in this press release is as of the date of the release, and Myriad undertakes no duty to update this information unless required by law.

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**MYRIAD GENETICS ANNOUNCES COMPLETION OF SPIN OFF OF ITS
RESEARCH AND PHARMACEUTICAL BUSINESS**

Myriad Genetics Receives Favorable IRS Ruling on Tax Free Status of Spin Off

Salt Lake City, July 1, 2009 – Myriad Genetics, Inc. (NASDAQ: MYGN) announced today the successful completion of the spin off of Myriad Pharmaceuticals, Inc. (NASDAQ: MYRX), and that Myriad Genetics has received a Private Letter Ruling from the Internal Revenue Service that the dividend of common stock of Myriad Pharmaceuticals to Myriad Genetics shareholders qualifies as a tax free distribution for U.S. income tax purposes.

On June 30, 2009, shareholders of record of Myriad Genetics as of June 17, 2009, received a pro-rata dividend of $\frac{1}{4}$ share of Myriad Pharmaceuticals common stock for each share of Myriad Genetics common stock. Fractional shares were paid in cash. As of July 1, 2009, Myriad Genetics and Myriad Pharmaceuticals now operate as two independent companies. Myriad Genetics has no ownership of Myriad Pharmaceuticals. Myriad Genetics will retain the rights to claim approximately \$400 million in tax deductions based on net operating losses and R&D credits that accrued to the Myriad Genetics consolidated group prior to the dividend distribution.

Myriad Genetics will continue as a global leader in the growing field of molecular diagnostics with seven commercial products on the market – BRAC*Analysis*®, COLARIS®, COLARIS AP®, MELARIS®, TheraGuide® 5-FU, PREZEON™, and OnDose™. These products are sold through the Company's direct 250-person sales force. Myriad Pharmaceuticals will pursue clinical development of unique, first-in-class or best-in-class therapeutic candidates in the areas of cancer and HIV, including Azixa™, MPC-3100 and MPC-4326.

Myriad Genetics common stock will continue to trade on the NASDAQ Global Select Market under its current ticker symbol, MYGN. Myriad Pharmaceuticals common stock began trading today on a “regular way” basis on the NASDAQ Global Market under the ticker symbol MYRX.

About Myriad Pharmaceuticals

Myriad Pharmaceuticals, Inc. is a biopharmaceutical company focused on the discovery and development of first-in-class or best-in-class therapeutic products. Further information on Myriad Pharmaceuticals is available on the Company’s Web site at www.myriadpharma.com.

About Myriad Genetics

Myriad Genetics, Inc. is a leading healthcare company focused on the development and marketing of novel molecular diagnostic and therapeutic products. Myriad’s news and other information are available on the Company’s Web site at www.myriad.com.

Myriad, the Myriad logo, BRACAnalysis, Colaris, Colaris AP, Melaris, TheraGuide, Prezeon, and OnDose are trademarks or registered trademarks of Myriad Genetics, Inc. in the United States and foreign countries. Azixa is a trademark of Myriad Pharmaceuticals, Inc. in the United States and foreign countries. MYGN-F

This press release contains “forward-looking statements” within the meaning of the Private Securities Litigation Reform Act of 1995, including statements relating to the qualification of the dividend of Myriad Pharmaceuticals common stock to Myriad Genetics shareholders as a tax-free distribution for U.S. income tax purposes; the future operations of Myriad Genetics and Myriad Pharmaceuticals; and the retention by Myriad Genetics of the rights to claim approximately \$400 million in tax deductions based on net operating losses and R&D credits. These “forward-looking statements” are based on management’s current expectations of future events and are subject to a number of risks and uncertainties that could cause actual results to differ materially and adversely from those set

forth in or implied by forward-looking statements. These risks and uncertainties and other factors are discussed under the heading “Risk Factors” contained in Item 1A in our Annual Report on Form 10-K for the year ended June 30, 2008, which has been filed with the Securities and Exchange Commission, as well as any updates to those risk factors filed from time to time in our Quarterly Reports on Form 10-Q or Current Reports on Form 8-K. All information in this press release is as of the date of the release, and Myriad Genetics undertakes no duty to update this information unless required by law.

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