



Domination and Profit and Loss Transfer Agreement

between
Bayer Aktiengesellschaft, Leverkusen (“BAYER”)
and
Fünfte Bayer VV GmbH (“Fünfte Bayer VV”)

§ 1 Management

(1) The Fünfte Bayer VV subordinates the management of its company to Bayer. Bayer is accordingly authorized to issue instructions to the managing directors of the Fünfte Bayer VV with regard to the management of the company.

(2) Instructions require written form.

§ 2 Transfer of Profits

(1) The Fünfte Bayer VV undertakes to transfer its entire profit to Bayer. The obligation applies for the first time for the entire profit of the fiscal year running at the time this Agreement takes effect. Subject to establishing or dissolving reserves under paragraph 2, the annual profit arising without the transfer of profit, as reduced by any loss carried forward from the previous year is to be transferred.

(2) The Fünfte Bayer VV can place amounts from the annual profit in other profit reserves (§ 272 para. 3 German Commercial Code [Handelsgesetzbuch, “HGB”]) with the consent of Bayer if this is permissible under commercial law and is economically justified based on a reasonable commercial analysis. Profit reserves under § 272 para. 3 German Commercial Code [Handelsgesetzbuch, „HGB“] established during the course of this Agreement must be dissolved at the request of Bayer and must be used to offset any annual loss or must be transferred as profit. The transfer of amounts resulting from the dissolution of other profit reserves under § 272 para. 3 German Commercial Code

[Handelsgesetzbuch, „HGB“] established prior to the beginning of this Agreement or of capital reserves is excluded. § 301 German Stock Corporation Act [Aktiengesetz, “AktG”] applies accordingly.

§ 3

Assumption of Losses

Bayer is under an obligation towards the Fünfte Bayer VV to assume losses (§ 302 AktG) to the extent that these losses are not offset by withdrawing amounts from the other profit reserves under § 2 paragraph 2 sentence 2 in which the profits were placed during the course of this Agreement. The obligation applies for the first time for the loss during the fiscal year when this Agreement takes effect.

§ 4

Effective Date and Duration

(1) This Agreement requires a consent by the general shareholders’ meeting of the Fünfte Bayer VV and the Annual Stockholders’ Meeting of Bayer.

(2) This Agreement takes effect upon registration in the commercial register at the registered office of the Fünfte Bayer VV and applies, except for the right to issue it, instructions, retroactively for the period starting with the beginning of the fiscal year in which the registration takes place. The right to issue instructions can only be exercised after registration of this Agreement in the commercial register at the registered office of the Fünfte Bayer VV.

(3) This Agreement can be normally terminated at the end of a fiscal year upon giving six months’ notice, for the first time, however, at the end of the fiscal year which ends at least five years after the beginning of the fiscal year in which this Agreement takes effect. If this Agreement is not terminated, it is automatically extended by one fiscal year each with the same notice period applying.

(4) The right to terminate this Agreement for just cause [wichtiger Grund] without complying with the notice period remains unaffected. Bayer is entitled to terminate this Agreement for just cause particularly if it no longer holds a majority interest in the Fünfte Bayer VV.

§ 5
Other Provisions

The invalidity or unenforceability of one or more provisions of this Agreement does not affect the validity of the other provisions.

Leverkusen, February 26, 2008
Bayer Aktiengesellschaft

Leverkusen, February 26, 2008
Fünfte Bayer VV GmbH

The Board of Management

The Managing Directors