

IN THE COURT OF CHANCERY OF THE STATE OF DELAWARE

IN RE CELERA CORPORATION
SHAREHOLDER LITIGATION

)
) Consolidated
) C. A. No. 6304-VCP
)

**NOTICE OF PENDENCY OF CLASS ACTION, PROPOSED
SETTLEMENT OF CLASS ACTION AND SETTLEMENT HEARING**

TO: ALL PAST, PRESENT AND FUTURE RECORD HOLDERS AND BENEFICIAL OWNERS OF ANY SHARE(S) OF COMMON STOCK OF CELERA CORPORATION ("CELERA") WHO HELD ANY SUCH SHARE(S) AT ANY TIME DURING THE PERIOD BEGINNING ON AND INCLUDING FEBRUARY 3, 2010, THROUGH AND INCLUDING MAY 17, 2011, BUT EXCLUDING THE DEFENDANTS (DEFINED BELOW).

PLEASE READ THIS NOTICE CAREFULLY AND IN ITS ENTIRETY. YOUR RIGHTS WILL BE AFFECTED BY THE LEGAL PROCEEDINGS IN THIS ACTION. IF THE COURT APPROVES THE PROPOSED SETTLEMENT, YOU WILL BE FOREVER BARRED FROM CONTESTING THE FAIRNESS OF THE PROPOSED SETTLEMENT OR PURSUING THE "RELEASED CLAIMS" (DEFINED BELOW) AGAINST THE RELEASED PARTIES (DEFINED BELOW).

IF YOU ARE A NOMINEE WHO HELD COMMON STOCK OF CELERA FOR THE BENEFIT OF ANOTHER, READ THE SECTION BELOW ENTITLED "NOTICE TO PERSONS OR ENTITIES HOLDING RECORD OWNERSHIP ON BEHALF OF OTHERS."

The purpose of this Notice is to inform you of the pendency of the above captioned lawsuit, *In re Celera Corporation Shareholder Litigation*, Consol. C.A. No. 6304-VCP (the "Action" or the "Delaware Action"), a proposed settlement of the Delaware Action and the California State Actions (defined below), and a hearing to be held by the Court of Chancery of the State of Delaware (the "Court" or the "Delaware Court") to consider, among other things, the proposed Settlement. YOU ARE NOT REQUIRED TO TAKE ANY ACTION IN RESPONSE TO THIS NOTICE UNLESS YOU WISH TO FILE OBJECTIONS OR BE HEARD AT THE HEARING. The hearing will be held in the Delaware Court of Chancery in the New Castle County Courthouse, 500 North King Street, Wilmington, Delaware, 19801, on November 18, 2011, at 2:00 p.m. (the "Settlement Hearing") to determine whether a Stipulation and Agreement of Compromise and Settlement, dated August 2, 2011 (the "Settlement Agreement" or the "Stipulation"), and the terms and conditions of the Settlement (defined below) proposed in the Stipulation, are fair, reasonable and adequate and in the best interests of the members of the Class and should be approved by the Court, and to consider other matters, including the application of Delaware Co-Lead Counsel (defined below) for an award of attorneys' fees and reimbursement of expenses.

BACKGROUND OF THE LAWSUIT

THE DESCRIPTION OF THE LITIGATION AND SETTLEMENT WHICH FOLLOWS HAS BEEN PREPARED BY COUNSEL FOR THE PARTIES. THE COURT HAS MADE NO FINDINGS WITH RESPECT TO SUCH MATTERS, AND THIS NOTICE IS NOT AN EXPRESSION OR STATEMENT BY THE COURT OF FINDINGS OF FACT.

- A. On March 17, 2011, Celera, a Delaware corporation, entered into an Agreement and Plan of Merger (the "Merger Agreement") with Quest Diagnostics Incorporated ("Quest Diagnostics"), a Delaware corporation, and Spark Acquisition Corporation ("Spark"), a Delaware corporation and wholly-owned subsidiary of Quest Diagnostics, pursuant to which and upon the terms and subject to the conditions thereof, Spark would (i) commence a tender offer (the "Tender Offer") to acquire all of the issued and outstanding shares of common stock of Celera for \$8.00 per share, and (ii) complete a second-step merger (the "Merger") to acquire all remaining shares of common stock of Celera for \$8.00 per share (collectively, the "Proposed Transaction"). The Tender Offer was scheduled to expire at 5:00 p.m., New York City time, on April 25, 2011, subject to extension in certain circumstances as required or permitted by the Merger Agreement, the Securities and Exchange Commission (the "SEC") or applicable law.

- B. Following the announcement of the Proposed Transaction on March 18, 2011, the following putative stockholder class action complaints were filed in various courts against various combinations of the individual members of the board of directors of Celera (the "Celera Directors"), Celera, Quest Diagnostics and Spark generally alleging, among other things, that the Celera Directors breached their fiduciary duties to Celera stockholders in connection with the Proposed Transaction, and that Quest Diagnostics and Spark aided and abetted such breaches:
- (i) *New Orleans Employees' Ret. Sys. v. Ayers, et al.*, C.A. No. 6304-VCP (the "NOERS Action"), filed on March 22, 2011 in the Delaware Court;
 - (ii) *Hobby v. Celera Corp., et al.*, No. RG11567261 (the "Hobby Action"), and *Lauver v. Ordoñez, et al.*, No. RG11567227 (the "Lauver Action"), both filed on March 23, 2011 in the Superior Court of the State of California in and for the County of Alameda (the "California State Court");
 - (iii) *Ariel Holdings LLC v. Ayers, et al.*, C.A. No. 6311-VCP (the "Ariel Action"), filed on March 24, 2011 in the Delaware Court;
 - (iv) *Henderson v. Ayers, et al.*, C.A. No. 6325-VCP (the "Henderson Action"), filed on March 29, 2011 in the Delaware Court;
 - (v) *Wolf v. Celera Corp.*, No. RG11568396 (the "Wolf Action" and, together with the Hobby Action and the Lauver Action, the "California State Actions"), filed on March 29, 2011, in the California State Court.
 - (vi) *McCreary v. Celera Corp., et al.*, No. CV-11-01618 SC (the "McCreary Action"), filed on April 1, 2011 in the United States District Court for the Northern District of California (the "California Federal Court");
 - (vii) *Korngold v. Ayers, et al.*, No. RG111569727 (the "Korngold Action"), filed on April 7, 2011 in the California State Court; and
 - (viii) *Andal v. Celera Corp., et al.*, No. CV-11-01769-LHK (the "Andal Action," together with the McCreary Action and the Korngold Action, the "Additional Actions") filed on April 11, 2011 in the California Federal Court.
- C. On March 22, 2011, plaintiff NOERS filed in the NOERS Action a Motion for Expedited Proceedings, a supporting Memorandum of Law and a Stipulation and [Proposed] Order Requiring Case Schedule setting proposed dates for, *inter alia*, the completion of document production and deposition discovery, the filing of a Confidentiality Stipulation, the filing of a Verified Amended Class Action Complaint, the filing of a Motion for Class Certification, briefing on Plaintiff's Motion for Class Certification, briefing on Plaintiff's Motion for Injunctive Relief, and a hearing on that motion; and the Delaware Court entered the Stipulation and Order Requiring Case Schedule on March 28, 2011.
- D. The plaintiffs in a preexisting derivative action filed in the California Federal Court, styled *In re Celera Corp. Derivative Litigation*, No. CV 10-02935-JW (the "Derivative Action"), moved on March 23, 2011 for leave to amend their derivative complaint to add class claims against the Celera Directors, Quest Diagnostics and Spark generally alleging, among other things, that the Celera Directors breached their fiduciary duties to the Celera stockholders in connection with the Proposed Transaction, and that Quest Diagnostics and Spark aided and abetted such breaches.
- E. On March 28, 2011, Spark filed with the SEC a Schedule TO commencing the Tender Offer (together with any exhibits or amendments thereto or restatements thereof, the "Schedule TO").
- F. Also on March 28, 2011, Celera filed with the SEC a Schedule 14D-9 that included, among other things, the Celera Directors' unanimous recommendation of the Celera Directors present and voting on such matters at the relevant board meeting that Celera's stockholders accept the Tender Offer and tender their shares of stock and, if required, adopt the Merger Agreement and approve the merger of Spark with and into Celera (together with any exhibits or amendments thereto or restatements thereof, the "Schedule 14D-9").
- G. On April 1, 2011, the Court entered an order consolidating the three actions filed in the Delaware Court into the Delaware Action, appointing New Orleans Employees' Retirement System as lead plaintiff in the Delaware Action ("Delaware Lead Plaintiff") and appointing the law firms of Bernstein Litowitz Berger & Grossmann LLP ("BLB&G"), Motley Rice LLC ("Motley Rice"), and Grant & Eisenhofer P.A. ("G&E") as co-lead counsel in the Delaware Action ("Delaware Co-Lead Counsel").
- H. On April 1, 2011, the Verified Consolidated Amended Class Action Complaint was filed in the Delaware Action (together with the California State Actions, the "Settling Actions," and the Settling Actions together with the Additional Actions, the "Actions"). Among other things, the Verified Consolidated Amended Class Action Complaint in the Delaware Action alleged that the Celera Directors breached their fiduciary duties

by: acting for their own benefit at the expense of Celera shareholders in connection with a June 25, 2010 offer by Quest Diagnostics to acquire Celera for \$10.25 per share; failing to conduct a process following Quest Diagnostics's June 30, 2010 termination of its offer that was reasonably geared towards maximizing value; favoring the interests of management and other Company insiders at the expense of Celera shareholders; using unreasonable and unlawful deal protection provisions in connection with the sale process and Proposed Transaction; and failing to make adequate disclosures to Celera shareholders in connection with the Proposed Transaction.

- I. On April 7, 2011, plaintiff NOERS filed in the Delaware Action an Unopposed Motion for Class Certification, a supporting Memorandum of Law and Affidavit, and a Proposed Order.
- J. Over the course of discovery, Co-Lead Counsel in the Delaware Action, along with the law firms Milberg LLP, Bernstein Liebhart LLP and Murray Frank LLP, counsel for the plaintiffs in the California State Actions (collectively, "Plaintiffs' Counsel") have reviewed and analyzed tens of thousands of pages of documents produced by Defendants, conducted eight depositions including the depositions of representatives of Celera, Quest Diagnostics, Credit Suisse and Morgan Stanley & Co. Incorporated, and worked with a retained financial expert to evaluate financial and other aspects of the Proposed Transaction.
- K. On April 14, 2011, Delaware Co-Lead Counsel filed under seal a motion for a preliminary injunction, accompanied with a 50 page memorandum of law, on Plaintiffs' claims.
- L. On April 17, 2011, Defendants in the Delaware Action served their answering briefs in opposition to the pending motion for a preliminary injunction.
- M. Counsel for Defendants ("Defendants' Counsel") and Delaware Co-Lead Counsel have engaged in arms' length discussions and negotiations regarding a potential resolution of the claims asserted in the Settling Actions. In connection with the settlement discussions and negotiations, Delaware Co-Lead Counsel proposed to Defendants' Counsel modifications to certain terms of the Merger Agreement and the standstill agreements executed between Celera and certain other potential bidders for Celera, and various supplemental disclosures that Delaware Co-Lead Counsel believed should be included in amendments to the Schedule 14D-9. The settlement discussions and negotiations did not include any discussions between Delaware Co-Lead Counsel and Defendants' Counsel regarding the amount of any potential application by Delaware Co-Lead for an award of attorneys' fees and expenses.
- N. As a result of the arms' length settlement discussions and negotiations between Delaware Co-Lead Counsel and Defendants' Counsel, on April 18, 2011, the Parties entered into a Memorandum of Understanding ("MOU") setting forth the principal terms of the proposed Settlement.
- O. In accordance with the terms of the MOU, on April 18, 2011, Celera, Quest Diagnostics and Spark amended the Merger Agreement to include the Modified Deal Terms (defined below).
- P. Also, on April 18, 2011, pursuant to the terms of the MOU, Celera distributed a press release and filed with the SEC a Form 8-K (the "8-K") disclosing the MOU, summarizing the Modified Deal Terms and referencing the Supplemental Disclosures (defined below), which had been reviewed and approved by Plaintiffs' Counsel.
- Q. Furthermore, on April 18, 2011, Celera filed an amendment to the Schedule 14D-9 which included the Supplemental Disclosures.
- R. On May 4, 2011, Quest Diagnostics announced the completion of the Tender Offer, which expired at 5:00 p.m. (New York City time) on May 3, 2011. That same day, Quest Diagnostics also announced that Spark had elected to provide a subsequent offering period for the Tender Offer. The subsequent offering period expired at 5:00 p.m. (New York City time) on May 10, 2011.
- S. On May 17, 2011, pursuant to the terms of the Merger Agreement, Spark exercised its top up option to purchase directly from Celera an additional number of shares of common stock of Celera sufficient to give Spark ownership of at least 90% of Celera's then outstanding shares of common stock, when combined with the shares of common stock of Celera already owned by Spark and Quest Diagnostics.
- T. That same day, Spark was merged with and into Celera pursuant to the terms of the Merger Agreement, with Celera surviving as a wholly-owned subsidiary of Quest Diagnostics.

- U. The Parties engaged in further negotiations with respect to the final terms of the Settlement and executed the Stipulation on August 2, 2011. On August 15, 2011, the Court entered the Scheduling Order on Approval of Class Action Settlement and Class Certification (the "Scheduling Order"), which, among other things, authorized this Notice to be sent to Class Members, and scheduled the Settlement Hearing to consider, among other things, whether to grant final approval to the Settlement.
- V. Defendants have vigorously denied, and continue to deny vigorously, all allegations of wrongdoing, fault, liability or damage to any of the respective Plaintiffs or the Class (defined below), deny that they engaged in any wrongdoing, deny that they committed or aided or abetted in the commission of any violation of law or wrongful act, deny that any disclosures in connection with the Proposed Transaction (including the Schedule 14D-9 and the Schedule TO) are in any way deficient, deny that they acted improperly in any way, believe that they acted properly at all times, maintain that they diligently and scrupulously complied with their fiduciary duties, believe the Actions have no merit, and maintain that they have committed no disclosure violations or any other breach of duty whatsoever in connection with the Proposed Transaction or any public disclosures, but wish to settle in recognition of the time and expense that would be incurred by further litigation and the uncertainties inherent in such litigation.
- W. Plaintiffs' Counsel have conducted an investigation and pursued discovery relating to the claims and the underlying events and transactions alleged in the Settling Actions. Plaintiffs' Counsel have analyzed the evidence adduced during their investigation and through discovery and have researched the applicable law with respect to the claims of Plaintiffs and the Class against the Defendants and the potential defenses thereto.
- X. Based upon their investigation, discovery and analysis, Plaintiffs and Plaintiffs' Counsel have concluded that the terms and conditions of the Stipulation are fair, reasonable and adequate to the members of the Class, and in their best interests, and have agreed to settle the claims raised, or that could have been raised, in the Settling Actions pursuant to the terms and provisions of the Stipulation, after considering: (i) the benefits that Plaintiffs and the other members of the Class will receive from the settlement of the Settling Actions; (ii) the attendant risks of litigation; (iii) the time and expense that would be incurred by further litigation; and (iv) the desirability of permitting the Settlement to be consummated as provided by the terms of the Stipulation. It is Defendants' position that the Settlement on the terms and conditions set forth herein includes, but is not limited to, a release of all claims that were asserted in the Additional Actions and will have the effect of releasing, without limitation, the class claims sought to be asserted in the Derivative Action.
- Y. THE COURT HAS NOT FINALLY DETERMINED THE MERITS OF THE CLAIMS MADE BY PLAINTIFFS AGAINST, OR THE DEFENSES OF, THE DEFENDANTS. THIS NOTICE DOES NOT IMPLY THAT THERE HAS BEEN OR WOULD BE ANY FINDING OF VIOLATION OF THE LAW OR THAT RELIEF IN ANY FORM OR RECOVERY IN ANY AMOUNT COULD BE HAD IF THE SETTLING ACTIONS WERE NOT SETTLED.

THE SETTLEMENT TERMS

1. The proposed Settlement has been reached among the Delaware Lead Plaintiff and the California Plaintiffs (together "Plaintiffs"), acting in their individual capacities and on behalf of the Class, and Defendants. The terms and conditions of the proposed Settlement are set forth in detail in the Stipulation, which has been filed with the Court. The proposed Settlement is subject to and becomes effective only upon approval by the Court. This Notice only includes a summary of various terms of the Settlement, and does not purport to be a comprehensive description of its terms, which are available for review as described below.
2. The Stipulation provides that, in consideration for the full and final settlement and dismissal with prejudice of the Settling Actions and the release of any and all Released Claims:
 - (a) **Modifications to the Terms of the Proposed Transaction.** Celera, Spark and Quest Diagnostics agreed to and made the following modifications to the terms of the Merger Agreement (the "Modified Deal Terms") as set forth in the amendment to the Merger Agreement attached as Exhibit A to the Stipulation:
 - (i) **Termination Fee:** The amount of the termination fee payable to Quest Diagnostics by Celera under certain circumstances was reduced from \$23.45 million to \$15.6 million;
 - (ii) **Standstill Agreements:** The standstill provision of the Merger Agreement applicable to Celera was modified to permit Celera to disseminate to the four potential bidders subject to continuing standstill agreements with Celera the waiver letter in substantially the form attached as Exhibit B to the Stipulation, which Celera did on April 18, 2011 by email and fax delivery to each such entity; and

(iii) **Closing of Tender Offer:** The Spark Tender Offer previously set to close on April 25 was extended, such that it would remain open until at least May 2, 2011.

(b) **Supplemental Disclosures.** As a result of the efforts of Plaintiffs' Counsel, Celera made additional disclosures (the "Supplemental Disclosures") in the Schedule 14D-9 which was filed with the SEC on April 18, 2011. The Supplemental Disclosures contained substantially similar information to that reflected in Exhibit C to the Stipulation.

3. No Defendant or other Released Party shall have any obligation to pay or bear any amounts, expenses, costs, damages, or fees to or for the benefit of Plaintiffs or any Class Members in connection with this Settlement, including but not limited to attorneys' fees and expenses for any counsel to any Class Member, or any costs of notice or settlement administration or otherwise; provided, however, that Celera (or its successor(s)-in-interest or their respective insurer(s)) shall (i) be responsible for providing notice of the Settlement to the Class Members paying the costs thereof solely as provided in the Stipulation, and (ii) be obligated to pay attorneys' fees and expenses to Plaintiffs' Counsel in the Settling Actions upon an award, if any, of attorneys' fees and expenses by the Court solely as provided in Paragraphs 8-9 herein.
4. If the Court approves the Settlement, each of the following will occur:
 - (a) The Delaware Action and the Released Claims will be dismissed with prejudice on the merits with respect to all Released Parties. This dismissal on the merits will be binding as to all Class Members.
 - (b) As of the Effective Date, Plaintiffs and all other Class Members, on behalf of themselves and any and all of their respective successors-in-interest, successors, predecessors-in-interest, predecessors, representatives, trustees, executors, administrators, estates, heirs, assigns and transferees, immediate and remote, and any other person or entity acting for or on behalf of, or claiming under, any of them, and each of them, together with their predecessors-in-interest, predecessors, successors-in-interest, successors, and assigns, (i) shall be deemed to have, and by operation of the Judgment shall have, fully, completely and forever discharged, dismissed with prejudice on the merits, settled and released any and all Released Claims against any or all Released Parties, and (ii) will be permanently barred and enjoined from commencing, instituting, maintaining, prosecuting or asserting in any forum any and all Released Claims against any or all of the Released Parties.
 - (c) As of the Effective Date, Defendants and all other Released Parties, on behalf of themselves and any and all of their respective successors-in-interest, successors, predecessors-in-interest, predecessors, representatives, trustees, executors, administrators, estates, heirs, assigns and transferees, immediate and remote, and any other person or entity acting for or on behalf of, or claiming under, any of them, and each of them, together with their predecessors-in-interest, predecessors, successors-in-interest, successors, and assigns, (i) shall be deemed to have, and by operation of the Judgment shall have, fully, completely and forever discharged, dismissed with prejudice on the merits, settled and released all Released Parties' Claims against all Plaintiffs, the other Class Members and their respective attorneys, and (ii) will be permanently barred and enjoined from commencing, instituting, maintaining, prosecuting or asserting in any forum any and all Released Parties' Claims against any or all of Plaintiffs, the other Class Members and their respective attorneys.
 - (d) Within five (5) business days of the Effective Date, the California Plaintiffs will dismiss voluntarily the California State Actions.

DISMISSAL AND RELEASE

5. It is the intent of the Parties to the Settling Actions that the proposed Settlement, if the Court approves it, shall fully, completely and forever discharge, dismiss with prejudice on the merits, settle and release, upon and subject to the terms and conditions set forth in the Stipulation, the Released Claims against any of the Released Parties and that each of the Defendants and each of the other Released Parties shall be deemed to be released and forever discharged from all of the Released Claims. For purposes of the Settlement:
 - (a) "California Plaintiffs" means Fred Hobby and Eric Wolf.
 - (b) "Class Member" means a person or entity that is a member of the Class.
 - (c) "Defendants" means Celera, Quest Diagnostics, Spark, Richard H. Ayers, Jean-Luc Belingard, William G. Green, Peter Barton Hutt, Gail K. Naughton, Kathy Ordoñez, Wayne I. Roe and Bennett M. Shapiro.
 - (d) "Effective Date" means the first business day following the date that all of the conditions specified in Paragraph 21 of the Stipulation have been met and have occurred (i.e., (a) the Delaware Court has entered the Scheduling Order substantially in the form attached as Exhibit D to the Stipulation; (b) the Delaware Court has

entered the Judgment substantially in the form attached as Exhibit F to the Stipulation, and the Judgment has become Final; and (c) the Proposed Transaction (which includes the merger of Spark with and into Celera becoming effective under Delaware Law) has been consummated).

- (c) "Final," with respect to the Judgment, means that the Judgment has become final and no longer subject to further appeal or review, whether by affirmance on or exhaustion of any possible appeal or review, writ of certiorari, lapse of time or otherwise. The finality of the Judgment shall not be affected by (and the Settlement is expressly not conditioned on) the approval of attorneys' fees and the reimbursement of expenses to Plaintiffs' Counsel, or any appeal or other proceeding related thereto.
- (f) "Judgment" means the Judgment to be entered in the Delaware Action substantially in the form attached as Exhibit F to the Stipulation or as modified by the Court with the written consent of the Parties or as modified by agreement of the Parties in writing.
- (g) "Parties" means the Plaintiffs and the Defendants.
- (h) "Plaintiffs" means NOERS and the California Plaintiffs.
- (i) "Released Claims" means any and all manner of claims, demands, rights, liabilities, losses, obligations, duties, damages, costs, debts, expenses, interest, penalties, sanctions, fees, attorneys' fees, actions, potential actions, causes of action, suits, agreements, judgments, decrees, matters, issues and controversies of any kind, nature or description whatsoever, whether known or unknown, disclosed or undisclosed, accrued or unaccrued, apparent or not apparent, foreseen or unforeseen, matured or not matured, suspected or unsuspected, liquidated or not liquidated, fixed or contingent, including Unknown Claims (defined below), whether direct, derivative, individual, class, representative, legal, equitable or of any other type, or in any other capacity, whether based on state, local, foreign, federal, statutory, regulatory, common or other law or rule (including, but not limited to, any claims under federal securities laws or state disclosure law or any claims that could be asserted derivatively on behalf of Celera), (i) that have been asserted in the Settling Actions by Plaintiffs or any or all other members of the Class; or (ii) that could have been asserted in the Settling Actions or any court, tribunal, forum or proceeding by Plaintiffs or any or all other members of the Class against any of the Released Parties which arise out of the Class Members' status as stockholders of Celera during any part of the Settlement Class Period and which are based upon, arise out of or relate to any of the actions, transactions, occurrences, statements, representations, misrepresentations, omissions, allegations, facts, practices, events, claims or any other matters, things or causes whatsoever, or any series thereof, that were alleged, asserted, set forth, claimed, embraced, involved, or referred to in the Settling Actions, including, without limitation, any and all claims which are based upon, arise out of or relate to (i) the Proposed Transaction, (ii) any deliberations or negotiations in connection with the Proposed Transaction, including the process of deliberation or negotiation by each of Celera, Quest Diagnostics, and Spark, and any of their respective officers, directors, principals, partners, limited partners, stockholders, members or advisors, (iii) the consideration to be received by Class Members or by any other person or entity in connection with the Proposed Transaction, (iv) the Schedule 14D-9, the Schedule TO, or any other disclosures, public filings, periodic reports, press releases, proxy statements or other statements issued, made available or filed relating, directly or indirectly, to the Proposed Transaction, including claims under the federal securities laws within the exclusive jurisdiction of the federal courts, (v) investments in (including, but not limited to, purchases, sales, exercises of rights with respect to and decisions to hold) securities issued by Celera, Quest Diagnostics, Spark, or any of their respective affiliates related to the Proposed Transaction, (vi) the fiduciary obligations of the Released Parties in connection with the Proposed Transaction, (vii) the fees, expenses or costs incurred in prosecuting, defending, or settling the Settling Actions, or (viii) any of the allegations in any complaint or amendment(s) thereto filed in the Settling Actions, including in any of their respective constituent actions; provided, however, that the Released Claims shall not include (i) the right to enforce the Settlement; (ii) any claims for statutory appraisal with respect to the merger of Spark with and into Celera by Celera stockholders who properly perfect such appraisal claims and do not otherwise waive their appraisal rights; or (iii) the claims arising under the federal securities laws that have been asserted in the Second Amended Consolidated Complaint for Violation of the Federal Securities Laws filed May 6, 2011 in the action styled *In re Celera Corp. Securities Litigation*, No. 5:10-cv-02604-JW, pending in the California Federal Court.
- (j) "Released Parties" means (i) any and all of the Defendants, (ii) any person or entity which is or was related to or affiliated with any or all of the Defendants or in which any or all of the Defendants has or had a controlling interest; and (iii) the respective past or present family members, spouses, heirs, trusts, trustees, executors, estates, administrators, beneficiaries, distributees, foundations, agents, employees, fiduciaries, partners, partnerships, general or limited partners or partnerships, joint ventures, member firms, limited liability companies, corporations, parents, subsidiaries, divisions, affiliates, associated entities, shareholders, principals, officers,

managers, directors, managing directors, members, managing members, managing agents, predecessors, predecessors-in-interest, successors, successors-in-interest, assigns, financial or investment advisors, advisors, consultants, investment bankers, entities providing any fairness opinion, underwriters, brokers, dealers, lenders, commercial bankers, attorneys, personal or legal representatives, accountants, insurers, co-insurers, reinsurers, and associates, of each and all of the Defendants.

- (k) "Released Parties' Claims" means any and all manner of claims, demands, rights, liabilities, losses, obligations, duties, damages, costs, debts, expenses, interest, penalties, sanctions, fees, attorneys' fees, actions, potential actions, causes of action, suits, agreements, judgments, decrees, matters, issues and controversies of any kind, nature or description whatsoever, whether known or unknown, disclosed or undisclosed, accrued or unaccrued, apparent or not apparent, foreseen or unforeseen, matured or not matured, suspected or unsuspected, liquidated or not liquidated, fixed or contingent, including Unknown Claims (defined below), whether based on state, local, foreign, federal, statutory, regulatory, common or other law or rule, that have been or could have been asserted in the Settling Actions or any court, tribunal, forum or proceeding by the Released Parties against Plaintiffs, any other Class Member or any of their respective attorneys, that arise out of or relate in any way to the institution, prosecution, or settlement of the claims against the Defendants in the Settling Actions, except for claims relating to the enforcement of the Settlement (including, without limitation, any claims arising out of the refund and repayment obligations of Plaintiffs' Counsel set forth in Paragraph 17 of the Stipulation).
- (l) "Settlement" means the settlement contemplated by the Stipulation.
- (m) Intentionally omitted.
- (n) "Settlement Class" or "Class" means any and all record holders and beneficial owners of any share(s) of Celera common stock who held any such share(s) at any time during the Settlement Class Period, but excluding the Defendants. For the purposes of this Settlement only, the Delaware Action shall be certified conditionally as a non-opt out class action pursuant to Delaware Court of Chancery Rules 23(a), 23(b)(1), and 23(b)(2).
- (o) "Settlement Class Period" means the period beginning on and including February 3, 2010, through and including May 17, 2011.
- (p) "Unknown Claims" means any claim that any Plaintiff or any other Class Member does not know or suspect exists in his, her or its favor at the time of the release of the Released Claims as against the Released Parties, and any Released Parties' Claim which any Released Party does not know or suspect to exist in his, her, or its favor at the time of the release of the Released Parties' Claims as against Plaintiffs, the other Class Members or any of their respective attorneys, which, if known, might have affected his, her, or its decision to enter into the Settlement. With respect to any of the Released Claims and Released Parties' Claims, the Parties stipulate and agree that upon the Effective Date, Plaintiffs and Defendants shall expressly and each Class Member and each other Released Party shall be deemed to have, and by operation of the Judgment shall have, expressly waived, relinquished and released any and all provisions, rights and benefits conferred by or under Cal. Civ. Code § 1542 or any law of the United States or any state of the United States or territory of the United States, or principle of common law, which is similar, comparable or equivalent to Cal. Civ. Code § 1542, which provides:

"A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR."

Plaintiffs and Defendants acknowledge, and the Class Members and other Released Parties by operation of law shall be deemed to have acknowledged, that they may discover facts in addition to or different from those now known or believed to be true with respect to the Released Claims and Released Parties' Claims, but that it is the intention of Plaintiffs and Defendants, and by operation of law the other Class Members and other Released Parties, to completely, fully, finally and forever extinguish any and all Released Claims and Released Parties' Claims, known or unknown, suspected or unsuspected, which now exist, or heretofore existed, or may hereafter exist, and without regard to the subsequent discovery of additional or different facts. Plaintiffs and Defendants acknowledge, and the other Class Members and other Released Parties by operation of law shall be deemed to have acknowledged, that the inclusion of "Unknown Claims" in the definitions of "Released Claims" and "Released Parties' Claims" was separately bargained for and was a material element of the Settlement and was relied upon by each and all of the Parties in entering into the Stipulation.

PROCEDURE

6. In the event that the Settlement and the Stipulation are terminated, the Settlement and the Stipulation (except for Paragraphs 9, 11, 12, 23, 25-27, 29-30, 32-36, and 39-43 of the Stipulation and the refund and repayment obligations of Plaintiffs' Counsel set forth in Paragraph 17 of the Stipulation) and any related orders entered by the Court shall be null and void, and without prejudice, and none of their terms shall be effective or enforceable. In the event of termination of the Settlement and the Stipulation, the Parties shall be deemed to be in the litigation position they were in prior to the execution of the MOU and the statements made in the Stipulation or in the MOU (including any Exhibit to either the Stipulation or the MOU) and in connection with the negotiation of the Stipulation, the MOU or the Settlement shall not be deemed to prejudice in any way the positions of the Parties with respect to the Settling Actions or any other litigation or judicial proceeding, or to constitute an admission of fact of wrongdoing by any Party, shall not be used or entitle any Party to recover any fees, costs or expenses incurred in connection with the Settling Actions or in connection with any other litigation or judicial proceeding, and neither the existence of the Stipulation or the MOU nor their contents (including any Exhibit to either the Stipulation or the MOU) nor any statements made in connection with the negotiation of the Stipulation or the MOU or any settlement communications shall be admissible in evidence or shall be referred to for any purpose in the Settling Actions, or in any other litigation or judicial proceeding.
7. If the Court approves the Settlement, the Settling Actions and the Released Claims will be dismissed on the merits with respect to all Released Parties and with prejudice against Plaintiffs and all Class Members. Such release and dismissal will bar the institution or prosecution by any Plaintiff or Class Member of any other action asserting any Released Claim against any of the Released Parties.

ATTORNEYS' FEES

8. Concurrent with seeking final approval of the Settlement, Delaware Co-Lead Counsel, on behalf of all the other Plaintiffs' Counsel, intend to petition the Delaware Court for an award of attorneys' fees and expenses in connection with the Settlement of the Settling Actions (the "Delaware Fee Application"). Defendants agree that the Plaintiffs' Counsel have established a right to an award of attorneys' fees and expenses based on the benefits that the Settlement has provided to the Class. In connection with the Delaware Fee Application, Delaware Co-Lead Counsel intend to apply for an award of attorneys' fees plus reimbursement of expenses not to exceed \$4 million in the aggregate. Defendants reserve the right, and currently intend, to oppose the amount sought by Plaintiffs' Counsel in the Delaware Fee Application, and the payment of attorneys' fees and/or expenses awarded by the Court is subject to the consummation of the Proposed Transaction (which includes the merger of Spark with and into Celera becoming effective under Delaware Law).
9. The Parties acknowledge and agree that Celera or its successor(s)-in-interest shall pay, or cause their respective insurers to pay, any fees and expenses awarded by the Delaware Court in connection with the Delaware Fee Application to Delaware Co-Lead Counsel within fifteen (15) calendar days after the later of (i) the date of entry of the order by the Delaware Court approving any award of fees and expenses, or (ii) the date on which Celera (or its successor(s) in interest) and any applicable insurer is provided with the payee's properly executed W-9 and wire transfer information. Such fees and expenses as are awarded by the Delaware Court shall be paid in accordance with the preceding sentence regardless of the existence of any timely filed objections thereto, or potential for appeal therefrom, or collateral attack on the Settlement or any part thereof, subject to the obligation of Plaintiffs' Counsel to make a refund or repayment to Celera (or its successor(s) in interest) or any applicable insurer within ten (10) calendar days after the earlier of (i) the entry of any final order reducing, modifying or reversing the fee and/or expense award as a result of any appeal and/or further proceeding on remand or any other determination by the Delaware Court, or successful collateral attack, to the extent of such reduction, modification or reversal of the fee and/or expense award and/or (ii) the fee and expense award order or the Judgment failing to become final, the Settlement and this Stipulation being terminated, the Effective Date not occurring, or the Proposed Transaction (which includes the merger of Spark with and into Celera becoming effective under Delaware Law) being terminated or otherwise failing to be consummated, for any reason whatsoever, to the full extent of any amounts received by any of Plaintiffs' Counsel in connection with the fee and expense award.
10. Neither any of the Plaintiffs nor any of Plaintiffs' Counsel shall make any other application for an award of fees and expenses in connection with the Actions or the subject matter of the Actions. Final resolution by the Delaware Court of the Delaware Fee Application shall not be a precondition to the Settlement or the dismissal of the Settling Actions in accordance with the Settlement, and the Delaware Fee Application may be considered separately from the proposed Settlement. Any failure by the Delaware Court to approve the Delaware Fee Application in whole or in part shall have no impact on the effectiveness of the Settlement.
11. Delaware Co-Lead Counsel shall allocate the fee and expense award amongst Plaintiffs' Counsel in a manner which they, in good faith, believe reflects the contributions of such counsel to the prosecution and settlement of the Settling Actions. Defendants shall have no input into, responsibility for, and/or no liability with respect to, the fee and/or expense allocation among Plaintiffs' Counsel and/or any other person who may assert any claim thereto.

CLASS CERTIFICATION

12. On August 15, 2011, the Court entered the Scheduling Order preliminarily determining, for settlement purposes only, that the Delaware Action may be maintained as a non-opt out class action pursuant to Delaware Court of Chancery Rules 23(a), (b)(1) and (b)(2) on behalf of a class consisting of all record holders and beneficial owners of any share(s) of Celera common stock who held such share(s) at any time during the period beginning on and including February 3, 2010, through and including May 17, 2011, but excluding the Defendants.
13. At the Settlement Hearing, the Court will determine, among other things, whether (i) the Class contemplated in the Delaware Action is so numerous that joinder of all members is impracticable; (ii) there are questions of law or fact common to the Class; (iii) the claims of the representative plaintiff are typical of the claims of the Class; (iv) the Class Representative and Class Counsel have fairly and adequately protected the interests of the Class; and (v) the Delaware Action otherwise complies with Delaware Court of Chancery Rules 23(a), (b)(1) and (b)(2).
14. The certification of the Class shall be binding only with respect to the Stipulation. In the event that the Stipulation is terminated pursuant to its terms or the Effective Date does not occur, the certification of the Class shall be deemed vacated, the Settling Actions shall proceed as though the Class had never been certified, and no reference to the certification of the Class, or to the Stipulation or any documents related thereto, shall be made by the Parties for any purpose, except as expressly authorized by the terms of the Stipulation. If either of the foregoing events occur, Defendants reserve the right to oppose certification of any plaintiff class in any proceeding.

THE SETTLEMENT HEARING

15. The Court has scheduled a Settlement Hearing which will be held on November 18, 2011 at 2:00 p.m., in the Court of Chancery in the New Castle County Courthouse, 500 North King Street, Wilmington, Delaware, 19801 to:
 - (a) determine whether the Delaware Action may be permanently maintained as a non-opt out class action and whether the Class should be finally certified, for settlement purposes only, pursuant to Court of Chancery Rules 23(a), 23(b)(1) and 23(b)(2);
 - (b) determine whether Delaware Lead Plaintiff New Orleans Employees' Retirement System may be finally certified as Class Representative and whether Delaware Co-Lead Counsel Bernstein Litowitz Berger & Grossmann LLP, Motley Rice LLC, and Grant & Eisenhofer P.A. may be finally appointed as Class Counsel, and whether the Class Representative and Class Counsel have adequately represented the interests of the Class in the Delaware Action;
 - (c) determine whether the Stipulation and the terms and conditions of the Settlement proposed in the Stipulation are fair, reasonable and adequate and in the best interests of the members of the Class and should be approved by the Court;
 - (d) determine whether the Judgment should be entered dismissing the Delaware Action with prejudice as against Plaintiffs and the Class, discharging, dismissing with prejudice on the merits, settling and releasing with respect to Plaintiffs and all other Class Members the Released Claims against the Released Parties, and permanently barring and enjoining prosecution of any and all Released Claims against the Released Parties in any forum;
 - (e) hear and rule on any objections to the Settlement;
 - (f) consider the Delaware Fee Application, and any objections thereto; and
 - (g) rule on other such matters as the Court may deem appropriate.

RIGHT TO APPEAR AND OBJECT

16. Any Class Member may appear at the Settlement Hearing, at his, her, or its own expense, individually or through counsel of his, her, or its own choice, to show cause why the Class should not be finally certified, pursuant to Court of Chancery Rules 23(a), 23(b)(1) and 23(b)(2), for settlement purposes only; why the settlement of the Action in accordance with and as set forth in the Stipulation should not be approved as fair, reasonable and adequate and in the best interests of the Class; why the Judgment should not be entered in accordance with and as set forth in the Stipulation; or why the Delaware Fee Application should not be granted; provided, however, that, no Class Member shall be heard or entitled to contest the class action determination, the approval of the terms and conditions of the Settlement or (if approved) the Judgment to be entered thereon, or the allowance of fees and/or expenses to Plaintiffs' Counsel in the Settling Actions, unless such Class Member has filed with the Register in Chancery, Court of Chancery, 500 North King Street, Wilmington, Delaware 19801, and served upon the attorneys listed below, a written notice of objection that includes: (a) such person's or entity's name, address and telephone number, along with a representation as to

whether such person or entity intends to appear to be heard at the Settlement Hearing; (b) a statement of such person's or entity's objection(s) to any matters before the Court, the grounds therefore or the reasons that such person or entity desires to appear and be heard, as well as all documents or writings such person or entity desires the Court to consider; (c) proof of membership in the Class that includes a listing of all shares of Celera common stock held during the Class Period; and (d) if such person or entity has indicated that he, she or it intends to appear at the Settlement Hearing, the identities of any witnesses that he, she or it may call to testify and any exhibits that he, she or it intends to introduce into evidence at the Settlement Hearing. Any such objections must be filed with the Register in Chancery at the address set forth above and served upon the following attorneys, by hand delivery, overnight mail, or electronic filing and service, no later than November 3, 2011:

GRANT & EISENHOFER P.A.
Stuart M. Grant, Esq.
1201 North Market Street, Suite 2100
Wilmington, DE 19801

ABRAMS & BAYLISS LLP
Kevin G. Abrams, Esq.
20 Montchanin Road, Suite 200
Wilmington, Delaware 19807

RICHARDS, LAYTON & FINGER, P.A.
Gregory P. Williams, Esq.
One Rodney Square
920 North King Street
Wilmington, Delaware 19801

17. Even if you do not appear at the Settlement Hearing, the Court will consider your written submission if it is served and filed in accordance with the foregoing procedures. ANY PERSON WHO FAILS TO OBJECT IN THE MANNER PRESCRIBED ABOVE SHALL BE DEEMED TO HAVE WAIVED SUCH OBJECTION AND SHALL FOREVER BE BARRED FROM RAISING SUCH OBJECTION IN THE DELAWARE ACTION OR ANY OTHER ACTION OR PROCEEDING.

ORDER AND FINAL JUDGMENT OF THE COURT

18. If the Settlement is approved by the Court, the Parties will promptly request the Court to enter a Judgment, which will, among other things:
- (a) make final the Court's preliminary determination to certify the Class pursuant to Delaware Court of Chancery Rules 23(a), 23(b)(1) and 23(b)(2) for purposes of the Settlement;
 - (b) approve the Settlement, adjudge the terms of the Settlement to be fair, reasonable and adequate and in the best interests of the Class, and direct consummation of the Settlement in accordance with the terms and conditions of the Stipulation;
 - (c) determine that the requirements of the Delaware Court of Chancery Rules, due process and applicable law have been satisfied in connection with notice to the Class;
 - (d) dismiss the Delaware Action with prejudice and without costs (except as provided in the Stipulation);
 - (e) upon the Effective Date, discharge, dismiss with prejudice on the merits, settle and release the Released Parties from and with respect to all Released Claims;
 - (f) upon the Effective Date, permanently bar and enjoin Plaintiffs and all other Class Members, and any and all of their respective successors-in-interest, successors, predecessors-in-interest, predecessors, representatives, trustees, executors, administrators, estates, heirs, assigns or transferees, immediate and remote, and any person or entity acting for or on behalf of, or claiming under, any of them, and each of them, together with their predecessors-in-interest, predecessors, successors-in-interest, successors, and assigns, from commencing, instituting, maintaining, prosecuting or asserting in any forum any and all Released Claims against any or all of the Released Parties;

- (g) upon the Effective Date, discharge, dismiss with prejudice on the merits, settle and release all Plaintiffs, Class Members and their respective attorneys from and with respect to all Released Parties' Claims; and
- (h) provide that the Judgment, including the release of all Released Claims against all Released Parties, shall have *res judicata* and other preclusive effect in all pending and future lawsuits, arbitrations or other proceedings maintained by or on behalf of, any of the Plaintiffs and all other Class Members, as well as and any and all of their respective successors-in-interest, successors, predecessors-in-interest, predecessors, representatives, trustees, executors, administrators, estates, heirs, assigns or transferees, immediate and remote, and any person or entity acting for or on behalf of, or claiming under, any of them, and each of them, together with their predecessors-in-interest, predecessors, successors-in-interest, successors, and assigns.

SCOPE OF THIS NOTICE AND FURTHER INFORMATION

19. This Notice does not purport to be a comprehensive description of the Settling Actions, the allegations or transactions related thereto, the terms of the Stipulation and Settlement, or the Settlement Hearing. For a more detailed statement of the matters involved in the litigation, you may inspect the pleadings, the Stipulation, the Orders entered by the Delaware Court of Chancery and other papers filed in the Delaware Action, unless sealed, at the Office of the Register in Chancery, Court of Chancery, 500 North King Street, Wilmington, Delaware 19801, during regular business hours of each business day. DO NOT WRITE OR TELEPHONE THE COURT. Questions regarding the Settlement should be directed to Plaintiffs' Counsel as follows:

John C. Kairis, Esq.
GRANT & EISENHOFER P.A.
1201 North Market Street, Suite 2100
Wilmington, DE 19801
(302) 622-7000

**NOTICE TO PERSONS OR ENTITIES
HOLDING RECORD OWNERSHIP ON BEHALF OF OTHERS**

20. Brokerage firms, banks and other persons or entities who are members of the Class in their capacities as record holders, but not as beneficial holders, are directed to send this Notice promptly to beneficial holders. Additional copies of this Notice for transmittal to beneficial holders are available by writing to the administrator, as follows:

Celera Corporation Shareholder Litigation Administrator
c/o Kurtzman Carson Consultants LLC
P.O. Box 6177
Novato, CA 94948-6177
Email: Celera@kccllc.com

21. You may also furnish the names and addresses of your beneficial holders in writing to Celera, which will then be responsible for sending the Notice to such beneficial holders, by sending such names and addresses to the administrator, at the following address:

Celera Corporation Shareholder Litigation Administrator
c/o Kurtzman Carson Consultants LLC
P.O. Box 6177
Novato, CA 94948-6177
Email: Celera@kccllc.com

BY ORDER OF THE COURT

Register in Chancery

Dated: September 16, 2011