

# EXHIBIT A

# chromocell

## Stock Agreement

Dr. Gunter Blobel, 1100 Park Avenue, New York, New York 10021 (the "Shareholder") and Chromocell Corporation, a Delaware corporation with offices at 675 U.S. Highway One, North Brunswick, New Jersey 08902 (the "Corporation") agree to the following:

- 1. Share Ownership.** The Shareholder is the owner of 39,000 shares of common stock of the Corporation (the "Shares").
- 2. Restrictions on Sale of Shares.** The Shareholders will sell his Shares only as stated in this agreement.
- 3. Offer to Corporation.** If the Shareholder receives a good faith written offer to purchase all or part of his Shares, he will offer the Corporation the opportunity to buy the Shares on the same terms and will give the Corporation a copy of the offer he has received. The Corporation, through its board of directors, will have three months from the time it receives written notice from a Shareholder to decide whether the Corporation will buy the Shares.
- 4. Offer to Shareholders.** If the Corporation does not buy the Shares, the Shareholder will offer the remaining shareholders (in writing and on a pro-rata basis) the opportunity to buy the Shares on the same terms and will give the remaining Shareholders a copy of the offer he has received. The remaining shareholders will have one month from the time they receive written notice from the Shareholder to decide whether to buy the Shares on a pro-rata basis or such other basis as the remaining shareholders may agree upon.
- 5. Remaining Shares.** If any Shares are not bought by the Corporation or the remaining shareholders, the Shareholder may sell those Shares to the person who made the bona fide offer to purchase. The terms will be the same as offered to the Corporation and the remaining shareholders. Any sale to the person who made the bona fide offer must take place within 30 days after the procedures described in Sections 3 and 4 have

been concluded, or such sale will be invalid.

**6. Continuing Effect.** Anyone who becomes an owner of shares of the Corporation will be bound by this agreement. The following will be endorsed on all stock certificates:

“The transfer of shares represented by this certificate is subject to the terms of a stock agreement signed by the current shareholder and the Corporation, dated [date of this agreement], as amended. A copy is on file with the Corporation.”

**7. Death of Shareholder.** Upon the death of Shareholder, the Corporation will, within 180 days, buy the deceased Shareholder's shares from the deceased Shareholder's estate. The amount to be paid will be the fair market value of the deceased Shareholder's shares as determined by an independent audit firm.

The Corporation may and maintain insurance on the life of the Shareholder in an amount sufficient to pay for the shares of a Shareholder who dies.

**8. Entire Agreement.** This is the entire agreement between the parties. It replaces and supersedes any and all oral agreements between the parties, as well as any prior writings.

**9. Successors and Assignees.** This agreement binds and benefits the heirs, successors and assignees of the parties.

**10. Notices.** All notices must be in writing. A notice may be delivered to a party at the address noted above or to a new address that a party designates in writing. A notice may be delivered by certified mail or by overnight courier.

**11. Governing Law.** This agreement will be governed by and construed in accordance with the laws of the state of Delaware.

**12. Counterparts.** The parties may sign several identical counterparts of this agreement. Any fully signed counterpart shall be treated as an original.

**13. Modification.** This agreement may be modified only by a writing signed by the party against whom such modification is sought to be enforced.

**14. Waiver.** If one party waives any term or provision of this agreement at any time, that waiver will only be effective for the specific instance and specific purpose for which

the waiver was given. If either party fails to exercise or delays exercising any of its rights or remedies under this agreement, that party retains the right to enforce that term or provision at a later time.

**15. Severability.** If any court determines that any provision of this agreement is invalid or unenforceable, any invalidity or unenforceability will affect only that provision and will not make any other provision of this agreement invalid or unenforceable and such provision shall be modified, amended or limited only to the extent necessary to render it valid and enforceable.

GUNTER BLOBEL

Signature: G. Blobel

Date: JUN 0 1 2003

CHROMOCELL CORPORATION

Signature: WOLF

Date: JUN 0 1 2003