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## SHARE TRANSFER AGREEMENT

This AGREEMENT (hereinafter "Agreement") is made this 10<sup>th</sup> day of Sep, 2002 by and between Brooks-PRI Automation, Inc., a corporation organized and existing under the laws of Delaware with its principal offices at 15 Elizabeth Drive, Chelmsford, MA 01824, USA (hereinafter "Brooks-PRI Automation") and Integrated Process Systems, Ltd., a corporation organized and existing under the laws of South Korea with its principal offices located at 33 Jije-dong, Pyoungtaek, Kyounggi-do, Korea (hereinafter "IPS") and Shinsung Eng. Co., Ltd., a corporation organized and existing under the laws of South Korea with its principal offices located at 327 Dagson-dong, 6-ka, Youngdeungpo-ku, Seoul, 150-046, Korea (hereinafter "SEC").

### WITNESSETH:

WHEREAS, pursuant to a Joint Venture Agreement dated March 25th, 1998, by and between PRI Automation, Chung Song System Co., Ltd. (hereinafter "CSSC") and Shinsung Eng Co., Ltd. ("SEC"), the parties established PRI Korea, Ltd. (hereinafter "PRI Korea"), with Brooks-PRI Automation holding 80%, CSSC holding 10% and SEC holding 10% of the total issued and outstanding ordinary shares;

WHEREAS, PRI Automation, Inc. was merged into Brooks Automation, Inc. on May 14<sup>th</sup>, 2002 with the resulting company named Brooks-PRI Automation, Inc. and CSSC changed its trade name to Integrated Process Systems, Ltd. on January 4<sup>th</sup>, 1999;

WHEREAS, ISP and SEC are the owners of 130 common shares each (collectively holding 260 shares) of PRI Korea; and

WHEREAS, ISP and SEC desires to sell and Brooks-PRI Automation desires to purchase all 260 common shares owned by ISP and SEC, representing 20% of the total issued and outstanding ordinary shares of PRI Korea, on the terms and conditions contained in this Agreement;

NOW THEREFORE, based on the foregoing premises and the mutual promises below, the parties agree as follows:

1. The effective date of this Agreement ("Effective Date") shall be the date of execution hereof by each of the parties.
2. ISP and SEC hereby agree to sell to Brooks-PRI Automation, and Brooks-PRI Automation hereby agrees to purchase from ISP and SEC, two hundred sixty (260) common shares of PRI Korea.



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3. The purchase price of each share shall be 1,100,000 Korean Won (par value of 1,000,000 per share X 1.1) and the total purchase price shall be 286,000,000 Korean Won. A total of 143,000,000 Korean won shall be paid to each seller.
4. The transaction described above shall take place at a closing ("Closing") to be held at the offices of Lee & Ko on a date to be agreed by the parties on or after the Effective Date, but in no case later than 30 days after the Effective Date.
5. At the Closing, Brooks-PRI Automation shall pay the full purchase price as calculated under Paragraph 3 above. Simultaneously with the payment of the purchase price, ISP and SEC shall deliver to Brooks-PRI Automation [(i) the stock certificates for 260 common shares of PRI Korea with endorsement and (ii)] a receipt confirming the delivery of the payment.
6. ISP and SEC each hereby represents and warrants in favor of Brooks-PRI Automation the statements specified below.
  - a. There are no agreements or restrictions (whether arising out of law, regulations, agreement or otherwise) preventing or restricting or inhibiting ISP and SEC from carrying out or procuring the sale and transfer of the shares in the manner provided by this Agreement.
  - b. Each of ISP and SEC has full power and authority to enter into this Agreement and to carry out the transactions provided for in this Agreement, the execution, delivery and performance of this Agreement and the consummation of these transactions by it has been duly authorized by all requisite corporate action, and this Agreement has been duly executed and delivered by it and is a valid and binding document of each of ISP and SEC, enforceable against it according to its terms.
  - c. Each of ISP and SEC warrants that it is the sole owners of the shares to be transferred by it hereunder and such shares are free of any liens, pledges, hypothecation or other encumbrance.
  - d. Each of ISP and SEC is entitled and is either competent to sell and transfer all of the shares owned by it to Brooks-PRI Automation without the consent of any person or authority whatsoever, or will obtain any consent necessary and, on the Closing, Brooks-PRI Automation shall acquire the full legal and beneficial ownership of the shares.
  - e. As of the Effective Date, there shall be no loans or guarantees outstanding which were extended to PRI Korea, or were extended to third parties on behalf of PRI Korea, by ISP, SEC or any of its affiliates.
7. The Joint Venture Agreement between PRI Automation, Inc., CSSC and SEC dated March 25<sup>th</sup>, 1998 shall be automatically terminated immediately upon the consummation of the sale and purchase of the shares at the Closing.



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8. Any provisions in the Joint Venture Agreement relating to, or effecting the transfer and sale of the shares shall not apply to the transfer of the shares contemplated by this Agreement.

The parties agree and acknowledge that on the Closing, Brooks-PRI Automation will be the sole beneficial shareholder of PRI Korea and the Joint Venture Agreement will automatically terminate and no party shall have any rights against the other party in relation to the Joint Venture Agreement. Without limiting the generality of the foregoing, each party agrees to unconditionally and irrevocably waive any and all claims, demands, rights of any nature whatsoever such party now has, or may have in the future, against the other party or against PRI Korea arising out of the past business operations of PRI Korea, the Joint Venture Agreement, or arising out of the termination of the Joint Venture Agreement.

Notwithstanding any provision in the Joint Venture Agreement to the contrary, title to any and all trade names, trademarks, or brands (whether in English or its Korean equivalent, or vice-versa) or other intellectual property right which relates to the products sold by PRI Korea and which is either (i) legally and/or beneficially owned by or registered in the name of PRI Korea, or (ii) used heretofore in the conduct of the Business, shall irrevocably and unconditionally vest in PRI Korea.

9. ISP and SEC each shall be responsible for all taxes in regard to this transaction imposed on it by the Korean tax authorities on the sale of shares hereunder including but not limited to (i) capital gain tax and (ii) securities transaction tax.
10. The parties recognize that while they have been shareholders in PRI Korea each has, in building the business, built up considerable specialist knowledge and expertise and wish to record their commitment to respecting each others knowledge, expertise, history and business affairs.

Accordingly, the parties agree that all intellectual property rights, know-how, technical processes, information relating to products, technology and the terms and conditions of this Agreement (together, the "Confidential Information," which shall also include but is not limited to the Confidential Information as defined in the Joint Venture Agreement) provided or disclosed by one party or its affiliates ("the Disclosing Party") to the other party or its affiliates ("the Receiving Party") is confidential whether oral, written or embodied in other physical form except that information is not to be considered confidential if the Receiving Party proves:

- a. that the information was known to the Receiving Party on the date of its receipt from the Disclosing Party;
- b. the information was in the public domain on the date of its receipt from the Disclosing Party; or
- c. the information has entered the public domain after the date of its receipt from the

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Disclosing Party other than by unauthorised disclosure by the Receiving Party or the Company or any other person.

No Party shall disclose, in whole or in part, to any third person Confidential Information except as necessarily required to perform this Agreement or as approved in writing by the other Parties, nor use the Confidential Information for any other purpose other than in connection with PRI Korea.

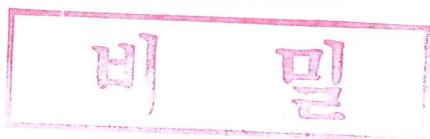
The Receiving Party may disclose Confidential Information to any of its employees, contractors, consultants, advisers or agents ("Employees") who have a need to know the information for a purpose directly related to the use to which the Receiving Party is permitted to provided that the Receiving Party first notifies the Employee of the confidential nature of the information and obtains the Employee's agreement to comply as if it was a Receiving Party in relation to such information. The Receiving Party shall be liable for any breach of by any of its Employees to whom it disclosed Confidential Information, as if such Employees were Receiving Parties in relation to such information.

If the Receiving Party, or any of its Employees, is required by law to disclose any Confidential Information, the Receiving Party shall give the Disclosing Party prompt notice of such requirement so that the Disclosing Party may seek a protective order or other appropriate remedy provided that unless such order or other remedy is obtained such that the Receiving Party (or its Employee, as the case may be) is no longer required to disclose any Confidential Information it shall not be a breach of this Agreement for the Receiving Party (or its Employee, as the case may be) to comply with such requirement. If such protective order or other remedy is not obtained, the Receiving Party will exercise reasonable endeavours to attain assurances that confidential treatment will be accorded to such Confidential Information so disclosed.

No Party shall issue or make any public announcement or statement regarding this Agreement unless it provides all the parties with a copy of such announcement or statement and obtain their approval before issuing such announcement or statement.

The obligations of confidentiality under this clause shall continue beyond the termination of this Agreement or transfer of the shares.

11. This Agreement shall be governed by the laws of Korea. Any claim or dispute arising out of this Agreement shall be finally settled by arbitration in accordance with the Rules of Arbitration of the Korea Commercial Arbitration Board. Such arbitration shall be the sole and exclusive remedy between the Parties with respect to such claim or dispute. The arbitration shall take place in Seoul, Korea and shall exclude any right of application or appeal to any court in connection with any question of law or fact arising in the course of the arbitration or with respect to any arbitration award. The arbitration proceedings shall be conducted, and the arbitration award shall be written, in English. The arbitrators shall apply the substantive laws (and not the laws pertaining to conflicts or choice of laws) of Korea.



IN WITNESS WHEREOF, the parties have respectively executed this Agreement by their duly authorized representatives on the date first written above.

Brooks-PRI Automation, Inc.

By: 박재현 

Title: Attorney-in-fact

Integrated Process Systems, Ltd.

By: 김정식 

Title: Acc. Manager

Shinsung Eng. Co., Ltd.

By: 이상학 

Title: Manager



## TERMINATION OF THE JOINT VENTURE AGREEMENT

This AGREEMENT (hereinafter "Agreement") is made this \_\_\_\_ day of \_\_\_\_\_, 2002 by and between Brooks-PRI Automation, Inc., a corporation organized and existing under the laws of Delaware with its principal offices at 15 Elizabeth Drive, Chelmsford, MA 01824, USA (hereinafter "Brooks-PRI Automation") and Integrated Process Systems, Ltd., a corporation organized and existing under the laws of South Korea with its principal offices located at 33 Jije-dong, Pyoungtaek, Kyounggi-do, Korea (hereinafter "IPS") and Shinsung Eng. Co., Ltd., a corporation organized and existing under the laws of South Korea with its principal offices located at 327 Dagsan-dong, 6-ka, Youngdeungpo-ku, Seoul, 150-046, Korea (hereinafter "SEC").

### WITNESSETH:

WHEREAS, pursuant to a Joint Venture Agreement dated March 25th, 1998, by and between PRI Automation, Chung Song System Co., Ltd. (hereinafter "CSSC") and Shinsung Eng Co., Ltd. ("SEC"), the parties established PRI Korea, Ltd. (hereinafter "PRI Korea"), with Brooks-PRI Automation holding 80%, CSSC holding 10% and SEC holding 10% of the total issued and outstanding ordinary shares;

WHEREAS, PRI Automation, Inc. was merged into Brooks Automation, Inc. on May 14<sup>th</sup>, 2002 with the resulting company named Brooks-PRI Automation, Inc. and CSSC changed its trade name to Integrated Process Systems, Ltd. on January 4<sup>th</sup>, 1999;

WHEREAS, ISP and SEC are the owners of 130 common shares each (collectively holding 260 shares) of PRI Korea; and

WHEREAS, ISP and SEC desires to sell and Brooks-PRI Automation desires to purchase all 260 common shares owned by ISP and SEC, representing 20% of the total issued and outstanding ordinary shares of PRI Korea, on the terms and conditions contained in this Agreement;

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NOW THEREFORE, based on the foregoing premises and the mutual promises below, the parties agree as follows:

1. The Parties agree and acknowledge that on completion of the Share Transfer Agreement Brooks-PRI Automation will be the sole beneficial shareholder of PRI Korea and the Joint Venture Agreement will automatically terminate and no party shall have any rights against the other party in relation to the Joint Venture Agreement. Without limiting the generality of the foregoing, each party agrees to unconditionally and irrevocably waive any and all claims, demands, rights of any nature whatsoever such party now has, or may have in the future, against the other party or against PRI Korea arising out of the past business operations of PRI Korea, the Joint Venture Agreement, or arising out of the termination of the Joint Venture Agreement.
2. The provisions in the Joint Venture Agreement that govern the sale and transfer of shares in the Company shall not apply in relation to the transaction contemplated by the Share Transfer Agreement.
3. On the completion of the Share Transfer Agreement, the Joint Venture Agreement will automatically terminate, with the exception of the provisions that govern confidentiality (Article 15), non-competition (Article 16) and any language governing trademarks, brands or other intellectual property rights relating to the products of PRI Korea, all of which shall remain in effect according to the stipulations of the Joint Venture Agreement.
4. The parties will have no claim against each other and against PRI Korea in relation to the Joint Venture Agreement, even if accrued prior to the termination of the Joint Venture Agreement.

IN WITNESS WHEREOF, the parties have respectively executed this Agreement by their duly authorized representatives on the date first written above.

Brooks-PRI Automation, Inc.

By: 박정현



Title: Attorney-in-fact

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Integrated Process Systems, Ltd.

By: 강정식 

Title: Ass. Manager

Shinsung Eng. Co., Ltd.

By: OI 상권 

Title: Manager

## Power of Attorney

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**KNOW ALL MEN BY THESE PRESENTS** that Brooks-PRI Automation, Inc., a corporation having its principal office at 15 Elizabeth Drive, Chelmsford, Massachusetts 01824, U.S.A. (hereinafter the "Company"), does hereby make, constitute and appoint Mr. Keum Sub Park or any other attorney-at-law appointed by him from the Law Offices of Lee & Ko (in Korean, Bupmu Bupin Kwangjang) located at 118, 2-ka Namdaemun-ro, Chung-ku, Seoul, Korea, as its true and lawful attorney and representative with full power and authority to do the following:

1. File and prosecute on behalf of the Company, all applications and reports to any governmental, quasi-governmental or administrative authorities, including, but not limited to, the Ministry of Finance and Economy, the Korea Fair Trade Commission, designated Foreign Exchange Banks and relevant tax authorities for the approval required, recommended, or desirable in connection with the application for approval of additional foreign investment by the Company into PRI Korca Ltd. and in connection with the application for approval of tax exemption pursuant to the relevant laws of Korea, including, but not limited to, the Foreign Investment Promotion Act and the Monopoly Regulation and Fair Trade Act.
2. Pursuant to the approval for the foreign investment of the Company, do all acts necessary in connection with (i) the payment to Integrated Process Systems, Ltd. and Shinsung Eng Co., Ltd. the foreign investment amount of 286,000,000 Korean Won (or U.S. dollars) and (ii) any other acts necessary to effect the share purchase by the Company from Integrated Process Systems, Ltd. and Shinsung Eng Co., Ltd..
3. Prepare, execute and file with the competent Korean courts, tax offices and banks any and all documents required and/or desirable in connection with the foregoing share purchase; and
7. Do or take any and all actions necessary to accomplish the foregoing matters.

**IN WITNESS WHEREOF**, the Company, by its duly authorized representative, has caused this Power of Attorney to be executed this 31st day of July, 2002.

Rose M. Vallee  
Notary Public  
My Commission expires  
Nov. 4, 2006.

Brooks-PRI Automation, Inc.

By: Lynda M. Avallone

Name: Lynda M. Avallone

Title: VP & Corp Treasurer

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위 임 장

수 임 자

회 사 명 : (주)아이피에스

대 표 자 : 이 용 한

사업자등록번호 : 125-81-18225

주 소 : 경기도 평택시 지제동 33번지

위 임 자

성 명 : 강 정 식



주민등록번호 : 730117-1478614

주 소 : 충남 천안시 신부동 499-1 새한HB 105

상기 대리인을 회사가 보유하고 있는 (주) 한국피알아이주식회사의 주식 130주를 주당가액 1,100,000원에 매각하는 계약을 체결하고 대금을 영수하는 등 동거래에 대한 일체의 행위를 할 수 있는 권한을 부여함.

2002년 9월 10일

(주)아이피에스 대표이사 이 용 한



# 인감증명신청

비밀



京畿道 平澤市 芝制洞 33번지  
株) 아 이 피 에 스  
代表理事 李鎔漢  
( 540406 - 1041535)

위 인감은 (株) 아 이 피 에 스 대표이사 李鎔漢 (이)가  
사용하는 인감으로 귀원에 제출된 인감과 틀림 없음을 증명하여 주시기 바랍니다.

2002년 월 일

신청인 京畿道 平澤市 芝制洞 33번지  
株) 아 이 피 에  
代表理事 李鎔漢



대리인 劉曉鍾

지방법원 평택지원 등기과 귀중

용 도		매 수 자	주 소	고관		
			성명 (법인명)	주민등록 (등기용등록) 번호	등록 번호	

위 인감은 당원에 비치한 인가부와 대조하여 틀림없음을 증명합니다.

2002년 월 일

2002.02.27  
지방법원  
법원

신청통수	통	수수료의 금액	금	원정
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\* 상업등기처리규칙 제31조 규정에 의하여 부동산 매도용이 아닌 경우에는 용도를 기재하지 아니합니다.

접수번호

12784

주민등록 번 호	230117 1478614	인감증명서	부 인	대 리
성 명 (한 자)	강 정식 (姜正植)	인 감		
주 소 이 동 사 항	순서	주 소 (통/반)	전 입	
	1	충청남도 천안시 신부동 499-1 번지   새향하마초택 105	18/6	87.7.22
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여행중의 주소			국적(외국인)	
국 외 주 소 지				
부 동 산	성 명 (법인명)	"빈 란"	주민등록번호	"빈 란"
매 수 자	주 소	"빈 란"		
비 고	"빈 란"			
1. 부동산 매수자 란에는 부동산매도용으로 증명을 사용하고자 하는 경우에 한하여 이를 기재하고 부동산매도용외의 경우에는 "빈란"임을 표시하여야 합니다. 2. 재외국민이 부동산매도용으로 증명을 신청하는 경우에는 비고란에 이전할 부동산명과 그 소재지를 기재합니다. 3. 비고란에는 금치산자·한정치산자의 표시 및 법정대리인의 성명과 주민등록번호를 기재합니다.				
위 인감은 신부동 499-1번지 새향하마초택 105호를 증명합니다. <b>천안시 신부동장</b> <small>(수인증지가 인영(첨부)되지 아니함)          증명은 공인인 경우 신청인이 직접 기재하여 사용하여야 하고 미기재시          불이익을 받을 경우가 있습니다.</small>				
사용 용도				

# 위 임 장

피위임자

성명 : 이 상권



주민등록번호 : 681110-1056615

주소 : 서울시 강남구 대치동 503 번지 개포 1 차우성아파트 1-1103

위 임 내용 :

상기인을 회사가 가지고 있는 한국 피알아이 주식회사의 주식 130 주를 주당 1,100,000 원에 매각하는 계약을 체결하고 대금을 영수하는 등 동거래에 관한 일체의 행위를 할 수 있는 권한을 부여한다"

위 임 자

주소 : 경기도 안산시 원시동 824-4

사업자등록번호 : 134-81-03352

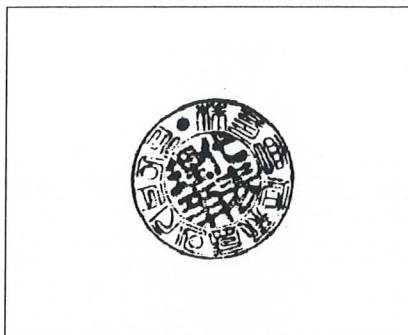
성명 : 대표이사 이 완근



첨부 : 법인인감증명서 1 통



# 인 감 증 명 서



상 호 : 주식회사 신성이엔지

본 점 : 안산시 원시동 824-4

대표이사 이원근

(410123-1047712)

위 인감은 등기소에 제출되어 있는 인감과 틀림없음을 증명합니다.

2002년 07월 15일

수원지방법원 성남지원 분당등기소

등 기 판 이종천



수수료 1,200원 영수함.

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발급번호 :

13.333

호

민등록 호	681110-
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## 인감증명서

본인

명 한자)	이상권 (李相權)	인 감
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주 소 이 동 사 항	순서	주 소 (통/반)	전 입	전 출
	1	서울 영등포 영등포구 당산동2가 71호	1/4 94.12.1	2000.3.12. 인
	2	서울특별시 영등포구 당산동2가 166 현대아파트 104동 201호	37/5- 96.3.20.	97.8.5.
	3	서울특별시 영등포구 신길동 897번지 2호 삼환아파트 107동 204호	28/3 97.8.6.	.
	4	서울특별시 강남구 대치동 503번지 개포1차우성아파트 1동 1103호	29/2 2001.6.13.	.
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여행중의주소	빈란	국적(외국인)	빈란
국외주소지	빈란		
부매 동수	성명 (법인명)	빈란	주민등록번호
산자	주 소	빈란	빈란
비고		빈란	

위 인감은 신고인감과 틀림없음을 증명합니다.

200 년 월 일

인

사용용도	2002. 년 07. 월 15. 일	필요한 경우 신청인이 직접 기재하여 사용하여야 하고 미기재시 불이익을 받을 경우가 있습니다.
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서울특별시 강남구 대치제1동장

서울특별시 강남구 대치제1동장은 그 지역에 대한 행정 업무를 담당하는 공무원입니다.