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February 13, 2008

Via Email and Federal Express

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Re: *In re Factor VIII or IX Concentrate Blood Products Liability Litigation, MDL No. 986*

Dear Michael:

Please find attached Bayer's response to Interrogatory 2, as well as lists of documents produced from Archive Record Boxes 6579 and 6585.

Very truly yours,



Carolyn Frantz

CJF

Enclosures

cc: Patrick McNicholas
Valerie A. Conzo
Nicholas R. Diamand

IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF ILLINOIS
EASTERN DIVISION

IN RE FACTOR VIII OR IX
CONCENTRATION BLOOD PRODUCTS
LITIGATION

MDL No. 986
No. 93 C 7452

This document relates to:

Peng, et al. v. Bayer Corp. et al.,
Case No. 04-cv-04868;
Chang, et al. v. Bayer Corp. et al.,
Case No. 04-cv-04869;
Ho, et al. v. Bayer Corp. et al.,
Case No. 06-cv-07012

**BAYER'S RESPONSES AND OBJECTIONS TO TAIWAN PLAINTIFFS'
INTERROGATORY 2**

Defendant Bayer Corporation ("Bayer") hereby submits its responses to Taiwan
Plaintiffs' Interrogatory 2.

General Objections

All of Bayer's responses are made subject to the following general objections:

1. Bayer objects to the extent that the definitions, instructions, and interrogatories seek information protected by the attorney-client privilege, the attorney work product doctrine or any other applicable privilege.
2. Bayer objects to the extent that the definitions, instructions, and interrogatories purport to place any burden on Bayer greater than that imposed by the Federal Rules of Civil Procedure or any order of the Court.
3. Bayer objects that the definitions, instructions, and interrogatories, individually and together as a whole, are vague and ambiguous, overly broad, unduly burdensome, harassing, and not reasonably calculated to lead to the discovery of admissible evidence.

4. Bayer objects that the definitions, instructions, and interrogatories seek information not relevant to the Court's forum non conveniens determination.

5. Due to passage of time and limited information available to Bayer, Bayer does not have access to all information requested in these interrogatories and has answered to the best of its current understanding. Bayer's investigation continues, and Bayer reserves the right to amend or supplement these responses.

Specific Objections and Response

2. With regard to the Humanitarian Payment Agreement (Exhibit 1), identify each person who negotiated the Agreement on Your behalf.

RESPONSE: Bayer objects that this interrogatory is vague and ambiguous, overly broad, unduly burdensome, harassing, and not reasonably calculated to lead to the discovery of admissible evidence, and that it seeks information not relevant to the Court's forum non conveniens determination. It also seeks information protected by the attorney-client privilege, as well as attorney work-product. Subject to and without waiving these objections and its general objections, and without waiving any applicable privileges and protections, Bayer responds as follows:

To the best of Bayer's current understanding, Dr. Michael Strucksberg, an attorney living in Germany and employed at Bayer AG (Bayer's parent company), in the course of representing Bayer AG as legal counsel in connection with the resolution of potential litigation, led the negotiation of an agreement with the Taiwan government and Taiwanese hemophiliacs ("the Agreement") on behalf of Bayer in Taiwan in 1997 and 1998. Today, Dr. Strucksberg is retired and lives in Germany.

To the best of Bayer's current understanding, Mr. CT Lee, in the course of representing Bayer as legal counsel in connection with the resolution of potential litigation, participated in

negotiating the Agreement. In 1997 and 1998, CT Lee was an attorney employed with Tsar & Tsai in Taiwan and living in Taiwan. Today, Mr. Lee is an attorney employed with Lee, Tsai & Partners in Taiwan and lives in Taiwan.

To the best of Bayer's current understanding, Mr. DJ Lin participated in negotiating the Agreement in cooperation with Bayer. In 1997 and 1998, DJ Lin was employed by the Tian Shing Trading Company in Taipei, Taiwan. To the best of Bayer's current understanding, DJ Lin is still likely to be employed with the Tian Shing Trading Company in Taiwan and living in Taiwan.

To the best of Bayer's current understanding, Mr. Paul Martin participated in negotiating the Agreement on behalf of Bayer Taiwan Company, Ltd. ("Bayer Taiwan"), a subsidiary of Bayer AG. In 1997 and 1998, Mr. Martin was employed by Bayer Taiwan. Bayer is not aware of Mr. Martin's current residence or employment.

To the best of Bayer's current understanding, Mr. Horst Mueck participated in negotiating the Agreement on behalf of Bayer Taiwan. In 1997 and 1998, Mr. Mueck was employed by Bayer Taiwan. To the best of Bayer's current understanding, Mr. Mueck is now retired and living in Germany.

To the best of Bayer's current understanding, Mr. Thomas Kerr, an attorney living in Pittsburgh, Pennsylvania and employed at Bayer, in the course of representing Bayer as legal counsel in connection with the resolution of potential litigation, traveled once to Taiwan to participate in the negotiation of the Agreement. Today, Mr. Kerr is retired and lives in Pittsburgh.

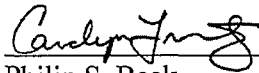
To the best of Bayer's current understanding, Mr. William Hammes, an attorney living in Indiana and employed at Bayer, in the course of representing Bayer as legal counsel in

connection with the resolution of potential litigation, traveled once to Taiwan to participate in the negotiation of the Agreement. Today, Mr. Hammes is retired and lives in Indiana.

Plaintiffs have not provided sufficient information as to the origin or authenticity of the documents shown in Exhibit 1 attached to the Taiwan Plaintiffs' interrogatories. To the best of Bayer's current understanding, Bayer does not believe the English-language document shown in Exhibit 1 is an authentic version of the Agreement, and takes no position with respect to the origin or authenticity of the Chinese-language document.

Dated: February 13, 2008

As to objections:



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Attorneys for Bayer Corporation

CERTIFICATE OF SERVICE

I hereby certify that copies of the foregoing **Bayer's Responses and Objections To Taiwan Plaintiffs' Interrogatory 2** were served this 13th day of February, 2008 by Federal Express on the following parties:

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Documents Produced from Box 6579**Bates Range**

BC105954 - BC106037
BC106038 - BC106073
BC106074 - BC106111
BC106112 - BC106156
BC106157 - BC106164
BC106165 - BC106174
BC106175 - BC106181
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Documents Produced from Box 6585

Bates Range

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