

Biossence Limited

(Registered in England - No.6539492)

WRITTEN RESOLUTION[S]

WEDNESDAY



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15/07/2009

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COMPANIES HOUSE

On 7 July 2009, the following resolution was duly passed as a written resolution in accordance with the requirements of sections 288 to 300 Companies Act 2006 by the requisite majority of members of the Company.

As a special resolution in accordance with section 283 Companies Act 2006

THAT the articles of association of the Company be altered by insertion of the following new Articles after Article 20:

NEW MEMBERS

21.

Within 14 days of the date on which any person employed by the Company (an "Employed Member") subscribes for shares in the Company (the "Subscription Date"), the Employed Member shall, in respect of his shares, enter into an agreement with his employing company pursuant to section 431(1) of the Income Tax (Earnings and Pensions) Act 2003 in a form to be determined by the Board in its absolute discretion or such other equivalent agreement or election in the relevant jurisdiction as shall be determined by the Board in its discretion. Any Employed Member will be solely responsible for any and all tax liabilities payable by the Employed Member in connection with the Employed Member's receipt of the shares or attributable to the Employed Member making such an election.

22.

If any Employed Member ceases to hold employment with the Company as a Bad Leaver, then that member shall be deemed upon such cessation date to have offered all of his shares for sale to the Company at a purchase price equal to the lower of the price paid by that member for those shares on subscription or their then Fair Price, and the Company (or such person as the Company may have nominated) shall have the right but not the obligation to accept such offer, such acceptance to be made in writing to the member during the period of 3 months after the date of the member's cessation of employment after which such offer (if not accepted) shall lapse. In this Article 22, "Bad Leaver" means where the Employed Member ceases to hold employment with the Company other than as a Good Leaver, as defined in Article 23.

23.

If any Employed Member ceases to hold employment with the Company as a Good Leaver, then that member shall be deemed upon such cessation date to have offered all of his shares for sale to the Company (or such person as the Company may nominate for the purpose of this Article 23) at a purchase price equal to the higher of the price paid by that member for those shares on subscription or their then Fair Price and the Company (or such person as the Company may have nominated) shall have the right but not the obligation to accept such offer, such acceptance to be made in writing to the member during the period of 3 months after the date of the member's cessation of employment after which such offer (if not accepted) shall lapse. In this Article 23, "Good Leaver" means where the Employed Member ceases to hold employment with the Company on account of:

- (a) ill health or permanent disability rendering him incapable of continued employment (as evidenced to the satisfaction of the Board); or

- (b) redundancy (within the meaning of section 139 of the Employment Rights Act 1996); or
- (c) retirement (with the prior written agreement of the Board); or
- (d) the transfer of the undertaking or part-undertaking in which the member is employed to a person other than a company in the Company's Group; or
- (e) death; or
- (f) any other reason considered by the Board in its absolute discretion to justify the member being treated as a Good Leaver for the purposes of Article 23,

and "Fair Price" means a fair value of a share which shall be determined by the auditors of the Company, provided that following a public offering of shares on any nationally-recognised stock exchange or quotation service, including, the London Stock Exchange's Alternative Investment Market, Fair Price shall be determined by the then current market value of the shares in the principal market on which they are normally traded.

24.

Completion of the sale and purchase of the relevant number of the relevant member's shares pursuant to Articles 22 or 23 shall take place at such place as may be agreed by the relevant member and the Company (or such person as the Company may direct) within 3 months of the member so ceasing to hold employment with the Company, when the member shall deliver to the Company (or such person as the Company may have nominated pursuant to Article 23) transfers in respect of the relevant number of his shares duly completed in favour of the Company (or as the Company may direct) together (where appropriate) with the certificates therefor (or failing such certificates, an indemnity in terms which would be satisfactory to a reasonable purchaser) and shall sign all such documents and take any action as may be necessary or requisite to enable the Company (or such person as the Company may direct) to become the registered and beneficial owner of his shares, subject to such transfer being duly stamped, the Company will pay any stamp duty payable on the transfer of the relevant member's shares.

25.

In Articles 21-25, references to "cessation" of employment shall include where such cessation is at the election of the Company or the Employed Member and references to the "Company" shall include any company in the Company's Group.



Director/Secretary