

Company Number: 2837816

**THE COMPANIES ACTS 1985 TO 1989
COMPANY LIMITED BY SHARES
CHIROSCIENCE GROUP LIMITED**


**WRITTEN RESOLUTION OF THE MEMBERS OF THE COMPANY PASSED
PURSUANT TO SECTION 381A OF THE COMPANIES ACT 1985 WITH EFFECT
FROM THE DATE SHOWN BELOW**

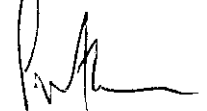
The following resolution has been agreed to, pursuant to and in accordance with section 381A of the Companies Act 1985, by the undersigned, being all the members of the Company who, for the purposes of section 381A (as interpreted by paragraph 5(2) of Schedule 15A to the Companies Act 1985) would be entitled to attend and vote at general meetings of the Company:

SPECIAL RESOLUTION


THAT:

1. the contract proposed to be made between the Company and Mr J.A.D. Slater (the "Vendor") for the purchase by the Company of one ordinary share of 5 pence in the Company from the Vendor, a copy of which has been produced to the Vendor and is attached to this resolution be approved; and
2. any director of the Company be authorised to enter into, and perform or otherwise fulfil, such contract on behalf of the Company.


.....
for and on behalf of
Celltech Therapeutics Limited


.....
for and on behalf of
Celltech Group plc

28th March 2002
.....
Dated


ANSUJAUJ
A40 0282
COMPANIES HOUSE 16/05/02
COMPANIES HOUSE 08/05/02
A40
COMPANIES HOUSE 30/04/02

Date

28th

March 2002

CHIROSCIENCE GROUP LIMITED

- AND -

JOHN ANDREW DUNCAN SLATER

**AGREEMENT RELATING TO THE
PURCHASE OF SHARES IN
CHIROSCIENCE GROUP LIMITED**



ANDERSEN LEGAL

Garretts
Reading
Our ref: CAD/CMR

**WE HEREBY CERTIFY
THAT THIS IS A TRUE
COPY OF THE ORIGINAL
GARRETTS**

Garretts
7-5-02

THIS AGREEMENT is made on

28th

March 2002

BETWEEN:

- 1 **CHIROSCIENCE GROUP LIMITED** a company registered in England under no. 2837816 the registered office of which is at 208 Bath Road, Slough, Berkshire SL1 3WE (the "**Company**"); and
- 2 **JOHN ANDREW DUNCAN SLATER** of 216 Bath Road, Slough, Berkshire SL1 4EN (the "**Vendor**").

RECITALS:

- (A) The Vendor is the registered holder of one fully paid Ordinary Share of 5p in the capital of the Company (the "**Sale Share**").
- (B) The Vendor wishes to sell, and the Company wishes to purchase, the Sale Share on the terms set out in this Agreement.
- (C) The purchase price for the Sale Share shall be paid out of proceeds received by the Company from a fresh issue of shares made for the purposes of the purchase and otherwise out of distributable profits of the Company pursuant to sections 160(1)(a), 160(2) and 162(2) of the Companies Act 1985 ("**Act**").
- (D) The draft terms of this Agreement were supplied to the relevant members of the Company in accordance with paragraph 5(3) of Schedule 15A of the Act at or before the time at which the resolution required by section 164(2) of the Act was supplied to the relevant members of the Company.
- (E) The resolution approving the draft terms of this Agreement was passed with effect from 28 March 2002.

IT WAS AGREED as follows:

1 SALE AND PURCHASE

The Vendor shall sell, and the Company shall purchase, the Sale Share for the sum of £1.74.

2 VENDOR'S UNDERTAKINGS RELATING TO THE SALE SHARES

- 2.1 The Vendor warrants that recital (A) to this Agreement is accurate.
- 2.2 With effect from the signing of this Agreement, the Vendor shall, for so long as it remains the registered holder of any of the Sale Shares, hold them as a bare trustee for the Company.

3 COMPLETION

- 3.1 Completion of the purchase of the Sale Share shall take place on 28 March 2002 or on such later date as the parties may agree.

3.2 On completion:

3.2.1 the Vendor shall deliver to the Company a duly executed stock transfer form in favour of the Company in respect of the Sale Share, together with any definitive share certificate for the Sale Share; and

3.2.2 the Company shall pay the consideration referred to in Clause 1 in cash to the Vendor.

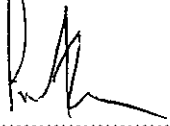
4 INTERPRETATION

4.1 References in this Agreement to any statutory provision shall include references to any statutory modification or re-enactment of that provision for the time being in force. Where the context permits, the singular shall include the plural, and vice versa, and the masculine shall include the feminine.

4.2 This Agreement shall be construed and interpreted in accordance with English law and the parties irrevocably submit to the exclusive jurisdiction of the English Courts.

This Agreement was signed by the parties or their duly authorised representatives on the date first shown on page 1.

SIGNED for and on behalf of
CHIROSCIENCE GROUP LIMITED
by:


.....

SIGNED by:


.....

JOHN ANDREW DUNCAN SLATER