

Company Number: 2837816

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

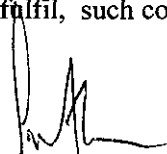
WRITTEN RESOLUTION OF THE MEMBERS OF THE COMPANY PASSED
PURSUANT TO SECTION 381A OF THE COMPANIES ACT 1985 WITH EFFECT
FROM THE DATE SHOWN BELOW

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

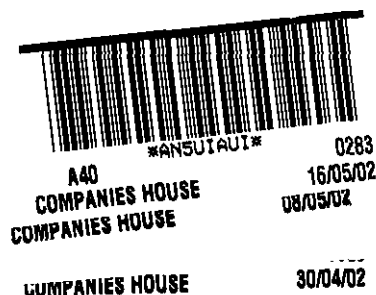
THAT:

1. the contract proposed to be made between the Company and Celltech Group plc (the "Vendor") for the purchase by the Company of 115,537,556 ordinary shares of 5 pence each 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


.....
John Andrew Duncan Slater

28th March 2002
.....
Dated



Date

28th

March 2002

CHIROSCIENCE GROUP LIMITED

- AND -

CELLTECH GROUP PLC

**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**

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 **CELLTECH GROUP PLC** a company registered in England under no. 2159282 the registered office of which is also at 208 Bath Road, Slough, Berkshire SL1 3WE (the "**Vendor**").

RECITALS:

- (A) The Vendor is the registered holder of, and owns with full title guarantee, 115,537,556 fully paid Ordinary Shares of 5p each in the capital of the Company (the "**Sale Shares**").
- (B) The Vendor wishes to sell, and the Company wishes to purchase, the Sale Shares on the terms set out in this Agreement.
- (C) The purchase price for the Sale Shares 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 (the "**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 Shares for the sum of £201,035,347.44.

2 VENDOR'S UNDERTAKINGS RELATING TO THE SALE SHARES

- 2.1 The Vendor warrants that recital (A) to this Agreement is accurate and that the Sale Shares are free from any lien, charge or encumbrance.
- 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 Shares, together with any definitive share certificate(s) for the Sale Shares; and

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

4 INTERPRETATION

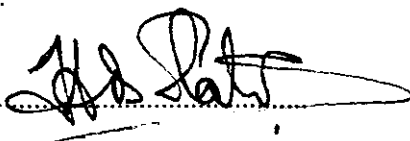
4.1 References in this Agreement to any statutory provision shall include references to any statutory modification or re-enactment of that provision for the time being in force. Where the context permits, the singular shall include the plural, and vice versa, and the masculine shall include the feminine.

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

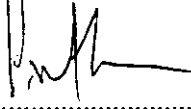
by:



.....

SIGNED for and on behalf of
CELLTECH GROUP PLC

by:



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