UNITED STATES
SECURITIES AND EXCHANGE COMMISSION

WASHINGTON D.C. 20549

FORM 10-Q

☑ QUARTERLY REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934

FOR THE PERIOD ENDED MARCH 31, 2005

OR

o **TRANSITION REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934**

FOR THE TRANSITION PERIOD FROM _____ TO _____ .

COMMISSION FILE NUMBER: 0-20859

GERON CORPORATION

(EXACT NAME OF REGISTRANT AS SPECIFIED IN ITS CHARTER)

DELAWARE	**75-2287752**
(STATE OR OTHER JURISDICTION OF INCORPORATION OR ORGANIZATION)	(I.R.S. EMPLOYER IDENTIFICATION NO.)

230 CONSTITUTION DRIVE, MENLO PARK, CA 94025
(ADDRESS, INCLUDING ZIP CODE, OF PRINCIPAL EXECUTIVE OFFICES)

REGISTRANT'S TELEPHONE NUMBER, INCLUDING AREA CODE: **(650) 473-7700**

SECURITIES REGISTERED PURSUANT TO SECTION 12(b) OF THE ACT: **NONE**

SECURITIES REGISTERED PURSUANT TO SECTION 12(g) OF THE ACT:

COMMON STOCK $0.001 PAR VALUE
(TITLE OF CLASS)

Indicate by check mark whether the registrant (1) has filed all reports required to be filed by Section 13 or 15(d) of the Securities Exchange Act of 1934 during the preceding 12 months (or for such shorter period that the registrant was required to file such reports), and (2) has been subject to such filing requirements for the past 90 days.

Yes ☑ No o

Indicate by check mark whether the registrant is an accelerated filer (as defined in Rule 12b-2 of the Exchange Act).

Yes ☑ No o

Indicate the number of shares outstanding of each of the issuer's classes of common stock, as of the latest practicable date.

Class:	Outstanding at April 22, 2005:
Common Stock, $0.001 par value	55,435,581 shares

GERON CORPORATION

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PART I. FINANCIAL INFORMATION

ITEM 1. CONDENSED CONSOLIDATED FINANCIAL STATEMENTS

GERON CORPORATION

CONDENSED CONSOLIDATED BALANCE SHEETS

(IN THOUSANDS)

	MARCH 31, 2005 (UNAUDITED)	DECEMBER 31, 2004 (SEE NOTE 1)
ASSETS		
Current assets:		
Cash and cash equivalents	$ 7,530	$ 9,846
Restricted cash	530	530
Marketable securities	116,955	110,118
Interest and other receivables	1,638	1,550
Notes receivable from related parties	143	147
Prepaid assets	2,681	2,586
Total current assets	129,477	124,777
Prepaid assets	2,822	3,212
Equity investments in licensees and joint venture	484	489
Property and equipment, net	1,975	2,089
Deposits and other assets	170	175
Intangible assets	942	1,131
	$ 135,870	$ 131,873
LIABILITIES AND STOCKHOLDERS' EQUITY		
Current liabilities:		
Accounts payable	$ 1,388	$ 2,535
Accrued compensation	572	2,024
Accrued liabilities	580	822
Current portion of deferred revenue	472	477
Current portion of equipment loans	129	146
Current portion of research funding obligation	2,001	2,454
Total current liabilities	5,142	8,458
Noncurrent portion of deferred revenue	665	707
Noncurrent portion of equipment loans	28	55
Noncurrent portion of research funding obligation	295	590
Commitments		
Stockholders' equity:		
Common stock	54	52
Additional paid-in capital	476,554	458,965
Deferred compensation	(207)	(260)
Accumulated deficit	(345,759)	(336,071)
Accumulated other comprehensive loss	(902)	(623)
Total stockholders' equity	129,740	122,063
	$ 135,870	$ 131,873

See accompanying notes.

GERON CORPORATION

CONDENSED CONSOLIDATED STATEMENTS OF OPERATIONS

(IN THOUSANDS, EXCEPT SHARE AND PER SHARE AMOUNTS)
(UNAUDITED)

	THREE MONTHS ENDED MARCH 31,	
	2005	2004
License fees and royalties	$ 59	$ 248
Operating expenses:		
Research and development	6,473	5,718
Acquired in-process research technology	—	45,150
General and administrative	3,949	1,391
Total operating expenses	10,422	52,259
Loss from operations	(10,363)	(52,011)
Interest and other income	847	498
Interest and other expense	(172)	(170)
Net loss	$ (9,688)	$ (51,683)
Basic and diluted net loss per share	$ (0.18)	$ (1.28)
Weighted average shares used in computing basic and diluted net loss per share	54,175,184	40,449,815

See accompanying notes.

GERON CORPORATION

CONDENSED CONSOLIDATED STATEMENTS OF CASH FLOWS

CHANGE IN CASH AND CASH EQUIVALENTS
(IN THOUSANDS)
(UNAUDITED)

	THREE MONTHS ENDED MARCH 31,	
	2005	2004
Cash flows from operating activities:		
Net loss	$ (9,688)	$ (51,683)
Adjustments to reconcile net loss to net cash used in operating activities:		
Depreciation and amortization	240	251
Accretion and amortization on investments	584	944
Issuance of common stock in exchange for acquired research technology	—	45,150
Issuance of common stock and warrants in exchange for services	2,725	100
Accretion of interest on research funding obligation	123	123
Amortization of deferred compensation	53	34
Realized gain on equity investments in licensees	(3)	(18)
Amortization of intangible assets, principally research related	189	716
Changes in assets and liabilities:		
Other current and noncurrent assets	204	(2,942)
Other current and noncurrent liabilities	(1,085)	(1,768)
Accrued research funding obligation	(871)	(896)
Translation adjustment	(27)	2
Net cash used in operating activities	(7,556)	(9,987)
Cash flows from investing activities:		
Capital expenditures	(126)	(125)
Purchases of marketable securities	(32,010)	(12,232)
Proceeds from sale of equity investment in licensee	—	201
Proceeds from maturities of marketable securities	24,357	15,200
Net cash (used in)/provided by investing activities	(7,779)	3,044
Cash flows from financing activities:		
Payments of obligations under equipment loans	(44)	(51)
Proceeds from issuances of common stock, net of issuance costs	563	700
Proceeds from exercise of warrants	12,500	—
Net cash provided by financing activities	13,019	649
Net decrease in cash and cash equivalents	(2,316)	(6,294)
Cash and cash equivalents at the beginning of the period	9,846	12,823
Cash and cash equivalents at the end of the period	$ 7,530	$ 6,529

See accompanying notes.

GERON CORPORATION

NOTES TO CONDENSED CONSOLIDATED FINANCIAL STATEMENTS

MARCH 31, 2005
(UNAUDITED)

1. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Basis of Presentation

The terms “Geron”, the “Company”, “we” and “us” as used in this report refer to Geron Corporation. The accompanying condensed consolidated unaudited balance sheet as of March 31, 2005 and condensed consolidated statements of operations for the three months ended March 31, 2005 and 2004 have been prepared in accordance with generally accepted accounting principles for interim financial information and with the instructions to Form 10-Q and Article 10 of Regulation S-X. Accordingly, they do not include all of the information and footnotes required by U.S. generally accepted accounting principles for complete financial statements. In the opinion of the management of Geron Corporation, all adjustments (consisting only of normal recurring accruals) considered necessary for a fair presentation have been included. Operating results for the three month period ended March 31, 2005 are not necessarily indicative of the results that may be expected for the year ending December 31, 2005 or any other period. These financial statements and notes should be read in conjunction with the financial statements for the year ended December 31, 2004, included in the Company’s Annual Report on Form 10-K. The accompanying condensed consolidated balance sheet as of December 31, 2004 has been derived from audited financial statements at that date.

Principles of Consolidation

The consolidated financial statements include the accounts of Geron Corporation and our one wholly-owned subsidiary, Geron Bio-Med Ltd., a United Kingdom company. We have eliminated intercompany accounts and transactions. We measure the financial statements of Geron Bio-Med using the local currency as the functional currency. We translate the assets and liabilities of this subsidiary at rates of exchange at the balance sheet date. We translate income and expense items at average monthly rates of exchange. The resultant translation adjustments are included in accumulated other comprehensive income (loss), a separate component of stockholders’ equity.

FASB Interpretation No. 46-R (FIN 46R), “Consolidation of Variable Interest Entities, an Interpretation of ARB No. 51,” as amended, provides guidance on the identification, classification and accounting of variable interest entities. We have variable interests in VIEs through marketable and non-marketable equity investments in various companies with whom we have executed licensing agreements. In accordance with FIN 46R, we have concluded that we are not the primary beneficiary in any of these VIEs and therefore have not consolidated such entities in our consolidated financial statements.

Net Loss Per Share

Basic earnings (loss) per share is based on weighted average shares outstanding and excludes any dilutive effects of options, warrants and convertible securities. Diluted earnings (loss) per share would include any dilutive effect of options, warrants and other convertible securities.

A reconciliation of shares used in calculation of basic and diluted net loss per share follows:

	Three Months Ended	
	March 31, 2005	March 31, 2004
	(In thousands, except per share amounts)	
Net loss	$ (9,688)	$ (51,683)
Basic and diluted net loss per common share	$ (0.18)	$ (1.28)
Weighted average shares of common stock outstanding used in computing basic and diluted net loss per common share	54,175,184	40,449,815

Because we are in a net loss position, diluted earnings per share is also calculated using the weighted average number of common shares outstanding and excludes the effects of common stock equivalents consisting of options and warrants which are all antidilutive. Had we been in a net income position, diluted earnings per share would have included the shares used in the computation of basic net loss per share as well as an additional 1,454,626 shares and 2,110,180 shares for 2005 and 2004, respectively related to common stock equivalents not included above (as determined using the treasury stock method at average market price during the period).

Use of Estimates

The preparation of financial statements in conformity with U.S. generally accepted accounting principles requires management to make estimates and assumptions that affect the amounts reported in the financial statements and accompanying notes. Actual results could differ from those estimates.

Cash Equivalents and Marketable Debt Securities Available-For-Sale

We consider all highly liquid investments purchased with an original maturity of three months or less to be cash equivalents. We are subject to credit risk related to our cash equivalents and available-for-sale securities. We place our cash and cash equivalents in money market funds and commercial paper. Our investments include corporate notes in United States corporations and asset-backed securities with original maturities ranging from four to 24 months.

We classify our marketable debt securities as available-for-sale. We record available-for-sale securities at fair value with unrealized gains and losses reported in accumulated other comprehensive income (loss) in stockholders' equity. Fair values for investment securities are based on quoted market prices, where available. Realized gains and losses are included in interest and other income and are derived using the specific identification method for determining the cost of securities sold and have been insignificant to date. We recognize an impairment charge when the declines in the fair values of our available-for-sale securities below the amortized cost basis are judged to be other-than-temporary. We consider various factors in determining whether to recognize an impairment charge, including the length of time and extent to which the fair value has been less than our cost basis, the financial condition and near-term prospects of the security issuer, and our intent and ability to hold the investment for a period of time sufficient to allow for any anticipated recovery in market value. Declines in market value judged other-than-temporary result in a charge to interest and other income. No impairment charges were recorded for our available-for-sale securities for the three months ended March 31, 2005 and 2004. Dividend and interest income are recognized when earned.

Revenue Recognition

We recognize revenue related to license and research agreements with collaborators, royalties, milestone payments and government grants. Our revenue arrangements with multiple deliverables are divided into separate units of accounting if certain criteria are met, including whether the delivered item has stand-alone value to the end user and whether there is objective and reliable evidence of the fair value of the undelivered items. The consideration we receive is allocated among the separate units based on their respective fair

values, and the applicable revenue recognition criteria are considered separately for each of the separate units.

We also have several license, option and marketing agreements with various oncology, diagnostics, research tools, agriculture and biologics production companies. With each of these agreements, we receive nonrefundable license payments in cash or equity securities, option payments in cash or equity securities, royalties on future sales of products, milestone payments, or any combination of these items. Nonrefundable signing or license fees that are not dependent on future performance under these agreements are recognized as revenue when received and over the term of the arrangement if we have continuing performance obligations. Option payments are recognized as revenue over the period of the option agreement. Milestone payments are recognized upon completion of specified milestones according to contract terms. Royalties are generally recognized upon receipt.

In prior years, a substantial portion of our revenues had been generated from license and research agreements with collaborators. We recognized revenue under those collaborative agreements as the related research and development costs were incurred. Deferred revenue represented the portion of research payments received which had not been earned. Milestone fees were recognized upon completion of specified milestones according to contract terms.

Through March 31, 2004, we received funding from United States government grants that supported our research efforts in defined research projects. Those grants generally provided for reimbursement of approved costs incurred as defined in the various grants. Funding associated with those grants was recognized as revenue upon receipt of reimbursement and was included in interest and other income.

Restricted Cash

As of March 31, 2005 and December 31, 2004, we held $530,000 in a Certificate of Deposit as collateral on an unused line of credit.

Marketable and Non-Marketable Equity Investments in Licensees and Joint Venture

Investments in non-marketable nonpublic companies are carried at the lower of cost or net realizable value. Investments in marketable equity securities are carried at the market value as of the balance sheet date. For marketable equity securities, unrealized gains and losses are reported in accumulated other comprehensive income (loss) in stockholders' equity. Realized gains or losses are included in interest and other income and are derived using the specific identification method.

We monitor our equity investments in licensees for impairment on a quarterly basis and make appropriate reductions in carrying values when such impairments are determined to be other-than-temporary. Impairment charges are included in interest and other income. Factors used in determining an impairment include, but are not limited to, the current business environment including competition and uncertainty of financial condition; going concern considerations such as the rate at which the investee company utilizes cash, and the investee company's ability to obtain additional private financing to fulfill its stated business plan; the need for changes to the investee company's existing business model due to changing business environments and its ability to successfully implement necessary changes; and the general progress toward product development, including clinical trial results. If an investment is determined to be impaired, a determination is made as to whether such impairment is other-than-temporary. We did not recognize any impairment charges for the three months ended March 31, 2005 and 2004 related to other-than-temporary declines in fair values of our non-marketable equity investments. As of March 31, 2005 and 2004, the carrying values of our equity investments in non-marketable nonpublic companies, including our joint venture, were $463,000 and $199,000, respectively.

Derivative Financial Instruments

We own a warrant to purchase common stock in a private company. In accordance with Statement of Financial Accounting Standards No. 133, "Accounting for Derivative Instruments and Hedging Activities," as amended (SFAS 133), we account for the warrant as a derivative financial instrument. Accordingly, the warrant is recorded at fair value as of the balance sheet date based on the Black Scholes valuation of such instruments in comparable companies and other indicators of the investment's value. Any gains or losses in fair value are recorded in interest and other income. We do not use derivative financial instruments for trading or speculative purposes.

Our exposure to currency exchange fluctuation risk is insignificant. Geron Bio-Med, Ltd., our international subsidiary, satisfies its financial obligations almost exclusively in its local currency. For the three months ended March 31, 2005 and 2004, there was an insignificant currency exchange impact from intercompany transactions. We do not engage in foreign currency hedging activities.

Intangible Asset and Research Funding Obligation

In May 1999, we completed the acquisition of Roslin Bio-Med Ltd., a privately held company formed by the Roslin Institute in Midlothian, Scotland. In connection with this acquisition, we formed a research collaboration with the Roslin Institute and committed approximately $20,000,000 in research funding over six years. Using an effective interest rate of 6%, this research funding obligation had a net present value of $17,200,000 at the acquisition date and was capitalized as an intangible asset that was being amortized as research and development expense over the six year funding period. In December 2004, we extended the research funding period from June 30, 2005 to June 30, 2006 and we adjusted the amortization period of the intangible asset to coincide with the extended research period. No additional funding was committed. Imputed interest is also being accreted to the value of the research funding obligation and is recognized as interest expense. The remaining obligation as of March 31, 2005 was $2,296,000.

Research and Development Expenses

All research and development costs are expensed as incurred. The value of acquired in-process research and development is charged to expense on the date of acquisition. Research and development expenses include, but are not limited to, payroll and personnel expense, lab supplies, preclinical studies, raw materials to manufacture clinical trial drugs, manufacturing costs, sponsored research at other labs, consulting and research-related overhead. Accrued liabilities for raw materials to manufacture clinical trial drugs, manufacturing costs and sponsored research reimbursement fees are included in accrued liabilities and research and development expenses.

Depreciation and Amortization

We record property and equipment at cost and calculate depreciation using the straight-line method over the estimated useful lives of the assets, generally four years. Leasehold improvements are amortized over the shorter of the estimated useful life or remaining term of the lease.

Employee Stock Plans

As permitted by SFAS No. 123, "Accounting for Stock-Based Compensation," (SFAS 123), as amended by SFAS No. 148, "Accounting for Stock-Based Compensation -Transition and Disclosures" (SFAS 148), we elected to continue to apply the provisions of APB Opinion No. 25, "Accounting for Stock Issued to Employees," (APB Opinion 25) and related interpretations in accounting for our employee stock option and stock purchase plans. We are generally not required under APB Opinion 25 and related interpretations to recognize compensation expense in connection with our employee stock option and stock purchase plans.

To comply with SFAS 148, we are presenting the following table to illustrate the effect on our net loss and loss per share as if we had applied the fair value recognition provisions of SFAS 123, as amended, to

options granted under our stock-based employee compensation plans. For purposes of this pro forma disclosure, the estimated value of the options is amortized to expense using the straight-line method over the options' vesting period:

(In thousands, except per share amounts)	Three Months Ended March 31, 2005	2004
Net loss	$ (9,688)	$ (51,683)
Deduct:		
Stock-based employee expense determined under SFAS 123	(1,040)	(1,480)
Pro forma net loss	$ (10,728)	$ (53,163)
Basic and diluted net loss per share as reported	$ (0.18)	$ (1.28)
Basic and diluted pro forma net loss per share	$ (0.20)	$ (1.31)

The fair value of options granted for the three months ended March 31, 2005 and 2004 has been estimated at the date of grant using the Black Scholes option-pricing model with the following assumptions:

	Three Months Ended March 31, 2005	2004
Dividend yield	None	None
Expected volatility range	0.893	0.992
Risk-free interest rate range	3.48% to 4.08%	2.37% to 2.95%
Expected life	4 yrs	4 yrs

The fair value of employees' purchase rights has been estimated using the Black Scholes option-pricing model with the following assumptions:

	Three Months Ended March 31, 2005	2004
Dividend yield	None	None
Expected volatility range	0.617	0.580
Risk-free interest rate range	3.10%	1.59%
Expected life	6 mos	6 mos

The Black Scholes option-pricing valuation model was developed for use in estimating the fair value of traded options that have no vesting restrictions and are fully transferable. In addition, option valuation models require the input of highly subjective assumptions including the expected stock price volatility. Because our employee stock options and employee stock purchase plans have characteristics significantly different from those of traded options, and because changes in the subjective input assumptions can materially affect the fair market value estimate, in our opinion, the existing models do not necessarily provide a reliable single measure of the fair value of our employee stock options, nor do they necessarily represent the effects of employee stock options on reported net income (loss) for future years.

See Recent Accounting Pronouncements for a discussion of SFAS 123R.

Comprehensive Loss

Comprehensive loss is comprised of net loss and other comprehensive loss. Other comprehensive loss includes certain changes in stockholders' equity which are excluded from net loss.

The components of accumulated other comprehensive loss are as follows:

	March 31, 2005	December 31, 2004
	(In thousands)	
Unrealized holding loss on available-for-sale securities and marketable equity investments	$ (745)	$ (493)
Foreign currency translation adjustments	(157)	(130)
	$ (902)	$ (623)

Recent Accounting Pronouncements

In December 2004, the FASB issued SFAS No. 123 (revised 2004), "Share-Based Payment" (SFAS 123R). SFAS 123R requires the compensation cost relating to stock-based payment transactions be recognized in financial statements. That cost will be measured based on the fair value of the equity or liability instruments issued on the grant date of such instruments, and will be recognized over the period during which an individual is required to provide service in exchange for the award (typically the vesting period). SFAS 123R covers a wide range of stock-based compensation arrangements including stock options, restricted stock plans, performance-based awards, stock appreciation rights, and employee stock purchase plans. SFAS 123R replaces SFAS 123 and supersedes APB Opinion 25. In April 2005, the Securities and Exchange Commission delayed the effective date of SFAS 123R to the first interim or annual reporting period of the Company's first fiscal year beginning on or after June 15, 2005. Early adoption will be permitted in periods in which financial statements have not yet been issued. We expect to adopt SFAS 123R on January 1, 2006.

SFAS 123R permits public companies to adopt its requirement using one of two methods: 1) A "modified prospective" method in which compensation cost is recognized beginning with the effective date (a) based on the requirements of SFAS 123R for all share-based payments granted after the effective date and (b) based on the requirements of SFAS 123 for all awards granted to employees prior to the effective date of SFAS 123R that remain unvested on the effective date; or 2) A "modified retrospective" method which includes the requirements of the modified prospective method described above, but also permits entities to restate based on the amounts previously recognized under SFAS 123 for purposes of pro forma disclosures either (a) all prior periods presented or (b) to the start of the fiscal year in which SFAS 123R is adopted. The Company plans to adopt SFAS 123R using the modified prospective method.

As permitted by SFAS 123, we currently account for share-based payments to employees using APB Opinion 25's intrinsic value method and, as such, generally recognize no compensation cost for employee stock options which have exercise prices equal to the fair market value of the underlying common stock at the date of granting the option. Accordingly, the adoption of SFAS 123R's fair value method will have a significant impact on our result of operations, although it will have no impact on our overall financial position. The impact of adoption of SFAS 123R cannot be predicted at this time because it will depend on levels of share-based payments granted in the future. However, had we adopted SFAS 123R in prior periods, the impact of that standard would have approximated the impact of SFAS 123 as described in the disclosure of pro forma net loss and loss per share in Note 1 to our condensed consolidated financial statements. SFAS 123R also requires the benefits of tax deductions in excess of recognized compensation cost to be reported as a financing cash flow, rather than as an operating cash flow as required under current literature. It is unlikely that we will have near term benefits from tax deductions. This requirement will reduce net operating cash flows and increase net financing cash flows in periods after adoption. We cannot estimate what those amounts will be in the future (because they depend on, among other things, when employees exercise stock options, and whether we will be in a taxable position). At this time, there would be no tax impact related to the prior periods since we are in a net loss position.

2. ISSUANCES OF COMMON STOCK

In January 2005, we received cash proceeds of $12,500,000 upon the exercise of warrants to purchase 2,049,180 shares of common stock. The warrants were issued to institutional investors in connection with the financing announced in November 2004 and had an expiration date of January 11, 2005.

In January 2005, we awarded 148,137 shares of common stock to employees in lieu of cash for 2004 year-end performance bonuses. The shares were granted from the 2002 Equity Incentive Plan. Compensation expense related to this award was included in accrued compensation as of December 31, 2004.

3. JOINT VENTURE AGREEMENT

On March 1, 2005, we and the Biotechnology Research Corporation Limited (BRC), a company incorporated under the laws of Hong Kong, entered into a Joint Venture Agreement (JVA) to establish a joint venture in Hong Kong called TA Therapeutics, Limited (TAT). Geron and BRC each will own 50% of TAT. TAT will conduct research and develop products that utilize telomerase activator drugs to restore the functional capacity of cells in various organ systems that have been impacted by senescence, injury, or chronic disease.

Pursuant to the JVA, we will contribute scientific leadership, development expertise, intellectual property, and capital to TAT. BRC will provide scientific leadership, a research team, capital, and laboratory facilities. Geron and BRC each have agreed to contribute financially to fund the operations of TAT. BRC has agreed to an initial capital contribution of $6,000,000, payable in six equal quarterly payments. Three months after BRC has fully paid this amount, we will contribute $2,000,000, payable in two equal quarterly payments. Operations for TAT began April 1, 2005.

In accordance with the equity method of accounting, we will increase (decrease) the carrying value of our investment in the joint venture by a proportionate share of TAT's earnings (losses). Any increases (decreases) will be reflected separately in our condensed consolidated statements of operations as equity in losses or income in the joint venture. We will suspend applying the equity method when our investment in and net advances to TAT is reduced to zero and when our proportionate share of TAT's losses exceeds the carrying amount of the investment and our committed funding amount. If TAT subsequently reports net income, we will resume applying the equity method only after our share of that net income equals the share of net losses not recognized during the period the equity method was suspended. The initial investment in TAT reflects our initial payment for our share of equity in TAT of $12,000. Cash contributions made by us in the future will be recorded as additional investments when such amounts are actually paid. No value has been recognized for the intellectual property contribution as it represented a nonmonetary transaction and there was no net book value associated with these intangible assets at the execution of this arrangement.

In April 2005, we issued a warrant to purchase 470,000 shares of Geron common stock to a consultant in payment for consulting services associated with the formation of the joint venture. The warrant is immediately exercisable at an exercise price of $3.75 per share for a period of 10 years from the date of issuance. The fair value of the warrant of $2,562,000 was determined using the Black Scholes option-pricing model and was recognized as general and administrative expense during the quarter ended March 31, 2005 commensurate with the period the consulting services were rendered.

4. SEGMENT INFORMATION

Statement of Financial Accounting Standards No. 131, "Disclosures about Segments of an Enterprise and Related Information" (SFAS 131) establishes standards for reporting information regarding operating segments in annual financial statements and requires selected information for those segments to be presented in interim financial reports issued to stockholders. SFAS 131 also establishes standards for related disclosures about products and services and geographic areas. Operating segments are identified as components of an enterprise about which separate discrete financial information is available for evaluation by the chief operating decision maker, or decision making group, in making decisions how to allocate resources and assess performance. Our chief decision maker, as defined under SFAS 131, is the Chief Executive Officer. To date, we have viewed our operations as principally one segment, the discovery and development of therapeutic and diagnostic products for oncology and human embryonic stem cell therapies. As a result, the financial information disclosed herein materially represents all of the financial information related to our principal operating segment.

5. CONDENSED CONSOLIDATED STATEMENT OF CASH FLOWS DATA

(In Thousands)	Three Months Ended March 31, 2005	2004
	(Unaudited)	
Supplemental Operating, Investing and Financing Activities:		
Net unrealized loss on equity investments in licensees	$ (20)	$ (3)
Net unrealized gain (loss) on marketable securities	$ (232)	$ 158
Shares issued for 401(k) matching contribution and retention bonus	$ 1,803	$ 978
Shares or warrants issued for services	$ —	$ 4,695

6. SUBSEQUENT EVENTS

In April 2005, we entered into a Formation and Shareholders Agreement (FSA) and Contribution and License Agreement (CLA) with Exeter Life Sciences, Inc. to form stART Licensing, Inc.(stART). stART will manage and license a broad portfolio of intellectual property rights related to animal reproductive technologies. We and Exeter own 49.9% and 50.1% of stART, respectively.

Pursuant to the CLA, we granted a worldwide, exclusive, non-transferable license, with the right to sublicense, to our patent rights to nuclear transfer technology for use in animal cloning. These patent rights include patents originally licensed from the Roslin Institute in Edinburgh, Scotland in conjunction with Geron's 1999 acquisition of Roslin BioMed, as well as patents covering technology arising from subsequent animal cloning work that we funded at the Roslin Institute. Geron has retained all rights to nuclear transfer technology for use in human cells. Exeter granted a worldwide, exclusive, non-transferable license, with the right to sublicense, to its patent rights for the use of the Roslin nuclear transfer technology for the production of proteins in milk of animals, as well as rights to other cloning technologies, including chromatin transfer, a technology developed at the University of Massachusetts.

Pursuant to the FSA, Exeter will provide initial operating capital and other management services for stART. Exeter will make an initial capital contribution, of which an amount is immediately payable to stART and the remainder will be provided from time to time, but in any event within 24 months following the execution of the FSA. Geron has no financial obligations to provide operating capital for stART and we received an upfront payment in cash of $4,000,000 from stART upon the execution of the FSA in consideration of the technology we contributed in excess of the value of the equity we received in stART. Geron is also entitled to receive payment upon achievement of a certain future milestone.

In April 2005, we sold 740,741 shares of Geron common stock to investors at a price of $5.40 per share for total gross proceeds of $4,000,000. The shares were offered through a prospectus supplement to an effective universal registration statement. In connection with the sale, we also issued warrants to purchase 370,370 shares at $7.95 per share. The warrants are immediately exercisable for a period of five years from

the date of issuance. The fair value of the warrants of $1,610,000 was determined using the Black Scholes option-pricing model and was recognized as an issuance cost resulting in offsetting entries to additional paid-in capital. The purchased shares and the shares underlying the warrant are subject to a two year lock-up which prohibits the sale or other disposition of these shares over the two year lock up period.

ITEM 2. MANAGEMENT'S DISCUSSION AND ANALYSIS OF FINANCIAL CONDITION AND RESULTS OF OPERATIONS

OVERVIEW

This Form 10-Q contains forward-looking statements that involve risks and uncertainties. We use words such as "anticipate", "believe", "plan", "expect", "future", "intend" and similar expressions to identify forward-looking statements. These statements appear throughout the Form 10-Q and are statements regarding our intent, belief, or current expectations, primarily with respect to our operations and related industry developments. You should not place undue reliance on these forward-looking statements, which apply only as of the date of this Form 10-Q. Our actual results could differ materially from those anticipated in these forward-looking statements for many reasons, including the risks faced by us and described under the heading "Additional Factors that May Affect Future Results" in the Company's Annual Report on Form 10-K for the fiscal year ended December 31, 2004, in the section of this Item 2 titled "Additional Factors That May Affect Future Results," and elsewhere in this Form 10-Q.

The following discussion should be read in conjunction with the unaudited condensed financial statements and notes thereto included in Part I, Item 1 of this Quarterly Report on Form 10-Q and with Management's Discussion and Analysis of Financial Condition and Results of Operations contained in the Company's Annual Report on Form 10-K for the fiscal year ended December 31, 2004.

Geron is a biopharmaceutical company developing and commercializing three groups of products: i) therapeutic products for oncology that target telomerase; ii) pharmaceuticals that activate telomerase in tissues impacted by senescence, injury or degenerative disease; and iii) cell-based therapies derived from its human embryonic stem cell platform for applications in multiple chronic diseases.

Our results of operations have fluctuated from period to period and may continue to fluctuate in the future, as well as the progress of our research and development efforts and variations in the level of expenses related to developmental efforts during any given period. Results of operations for any period may be unrelated to results of operations for any other period. In addition, historical results should not be viewed as indicative of future operating results. We are subject to risks common to companies in our industry and at our stage of development, including risks inherent in our research and development efforts, reliance upon our collaborative partners, enforcement of our patent and proprietary rights, need for future capital, potential competition and uncertainty of regulatory approvals or clearances. In order for a product to be commercialized based on our research, we and our collaborators must conduct preclinical tests and clinical trials, demonstrate the efficacy and safety of our product candidates, obtain regulatory approvals or clearances and enter into manufacturing, distribution and marketing arrangements, as well as obtain market acceptance. We do not expect to receive revenues or royalties based on therapeutic products for a period of years, if at all.

CRITICAL ACCOUNTING POLICIES AND ESTIMATES

We believe that there have been no significant changes in our critical accounting policies and estimates during the three months ended March 31, 2005 as compared to the critical accounting policies and estimates disclosed in our Annual Report on Form 10-K for the year ended December 31, 2004 as filed with the Securities and Exchange Commission on February 24, 2005.

Our condensed consolidated financial statements have been prepared in accordance with U.S. generally accepted accounting principles. The preparation of these financial statements requires management to make

estimates and assumptions that affect the reported amounts of assets, liabilities, revenues and expenses. Note 1 of Notes to Condensed Consolidated Financial Statements describes the significant accounting policies used in the preparation of the condensed consolidated financial statements. Certain of these significant accounting policies are considered to be critical accounting policies, as defined below.

A critical accounting policy is defined as one that is both material to the presentation of our financial statements and requires management to make difficult, subjective or complex judgments that could have a material effect on our financial condition and results of operations. Specifically, critical accounting estimates have the following attributes: 1) we are required to make assumptions about matters that are highly uncertain at the time of the estimate; and 2) different estimates we could reasonably have used, or changes in the estimate that are reasonably likely to occur, would have a material effect on our financial condition or results of operations.

Estimates and assumptions about future events and their effects cannot be determined with certainty. We base our estimates on historical experience and on various other assumptions believed to be applicable and reasonable under the circumstances. These estimates may change as new events occur, as additional information is obtained and as our operating environment changes. These changes have historically been minor and have been included in the condensed consolidated financial statements as soon as they became known. Based on a critical assessment of our accounting policies and the underlying judgments and uncertainties affecting the application of those policies, management believes that our condensed consolidated financial statements are fairly stated in accordance with accounting principles generally accepted in the United States, and present a meaningful presentation of our financial condition and results of operations.

We believe the following critical accounting policies reflect our more significant estimates and assumptions used in the preparation of our condensed consolidated financial statements:

Revenue Recognition

Since our inception, a substantial portion or our revenues has been generated from research and licensing agreements with collaborators. Revenue under such collaboration agreements typically includes upfront signing or license fees, cost reimbursements, milestone payments and royalties on future product sales.

We recognize nonrefundable signing or license fees that are not dependent on future performance under these agreements as revenue when received and over the term of the arrangement if we have continuing performance obligations. We recognize option payments as revenue over the period of the option agreement. We recognize milestone payments upon completion of specified milestones according to contract terms. We generally recognize royalties as revenue upon receipt.

We estimate the projected future life of license agreements over which we recognize revenue. Our estimates are based on historical experience and general industry practice. Revisions in the estimated lives have the effect of increasing or decreasing license fee revenue in the period of revision. As of March 31, 2005, no revisions to the estimated future lives of license agreements have been made and we do not expect revisions in the future.

In the past, we recognized cost reimbursement revenue under those collaborative agreements as the related research and development costs were incurred. Deferred revenue represented the portion of research payments received which had not been earned. We recognized milestone fees upon completion of specified milestones according to contract terms.

Intangible Asset and Research Funding Obligation

In May 1999, we completed the acquisition of Roslin Bio-Med Ltd., a privately held company formed by the Roslin Institute in Midlothian, Scotland. In connection with this acquisition, we formed a research collaboration with the Roslin Institute and committed approximately $20.0 million in research funding over

six years. Using an effective interest rate of 6%, this research funding obligation had a net present value of $17.2 million at the acquisition date and was capitalized as an intangible asset that was being amortized as research and development expense over the six year funding period. In December 2004, we extended the research funding period from June 30, 2005 to June 30, 2006 and we adjusted the amortization period of the intangible asset to coincide with the extended research period. No additional funding was committed. Imputed interest is being accreted to the value of the research funding obligation and is recognized as interest expense.

At the time of acquisition, we estimated the effective interest rate and have been evaluating the spending rate under the collaboration as compared to the contractual funding period. Revisions in the effective interest rate or amortization period would have the effect of increasing or decreasing research and development expense as well as the balance of intangible assets and research funding obligation on the balance sheet. As of March 31, 2005, no revisions to the effective interest rate have been made and we do not expect revisions in the future. Further adjustments to the amortization period may occur as we near the end of the extended research period and evaluate our continuing research support.

Valuation of Equity Instruments

As permitted by SFAS No. 123, “Accounting for Stock-Based Compensation,” (SFAS 123), as amended by SFAS No. 148, “Accounting for Stock-Based Compensation -Transition and Disclosures” (SFAS 148), we elected to continue to apply the provisions of APB Opinion 25, “Accounting for Stock Issued to Employees,” (APB Opinion 25) and related interpretations in accounting for our employee stock option and stock purchase plans. We are generally not required under APB Opinion 25 and related interpretations to recognize compensation expense in connection with our employee stock option and stock purchase plans. To comply with SFAS 148, we presented in Note 1 to condensed consolidated financial statements, the pro forma effect on our net loss and loss per share as if we had applied the fair value recognition provisions of SFAS 123, as amended, to options granted to employees under our stock-based employee compensation plans.

In valuing our options using the Black Scholes option-pricing model, we make assumptions about risk-free interest rates, dividend yields, volatility and weighted average expected lives of the options. Risk-free interest rates are derived from United States zero-coupon treasury strip yields as of the option grant date. Dividend yields are based on our historical dividend payments, which have been zero to date. Volatility is derived from the historical volatility of our common stock as traded on Nasdaq. The weighted average expected lives of the options is based on historical experience of option exercises and the average vesting option schedule. Each year, we have consistently applied the same methodology when deriving these assumptions. Revisions of any of these assumptions would increase or decrease the value of the option and increase or decrease the pro forma effect on reported net income (loss) and earnings (loss) per share if compensation expense had been recognized based on the fair value method. As of March 31, 2005, no revisions to the methods used in arriving at the assumptions used in the Black Scholes option-pricing model have been made and revisions may occur in the future with the adoption of SFAS 123R.

In valuing our warrants using the Black Scholes option-pricing model, we make assumptions about risk-free interest rates, dividend yields, volatility and weighted average expected lives of the warrants. Risk-free interest rates are derived from United States zero-coupon treasury strip yields as of the warrant issue date. Dividend yields are based on our historical dividend payments, which have been zero to date. Volatility is derived from the historical volatility of our common stock as traded on Nasdaq. The weighted average expected lives of the warrants is based on the term of the warrants. Upon issuance of a warrant to consultants or collaborators, we recognize an expense in our condensed consolidated statements of operations. Upon issuance of warrants in connection with an equity financing, we recognize issuance costs with an offset to additional paid-in capital in our condensed consolidated balance sheets. Each year, we have consistently applied the same methodology when deriving these assumptions. Revisions of any of these assumptions would increase or decrease the value of the warrant and increase or decrease the expense or issuance cost recognized upon issuance of the warrant. As of March 31, 2005, no revisions to the assumptions used in the Black Scholes option-pricing model have been made and revisions may occur in the future with the adoption of SFAS 123R.

RESULTS OF OPERATIONS

Revenues

We have entered into license and option agreements with companies involved with oncology, diagnostics, research tools, agriculture and biologics production. In each of these agreements, we have granted certain rights to our technologies. In connection with the agreements, we are entitled to receive license fees, option fees, milestone payments and royalties on future sales, or any combination thereof. We recognized license and option fee revenues of $47,000 for the three months ended March 31, 2005 compared to $241,000 for the comparable 2004 period related to our various agreements. The decrease in revenue recognition was due to the full amortization of deferred revenue in 2004 for certain license or option agreements prior to the quarter ended March 31, 2005. Also, we received royalties of $12,000 for the three months ended March 31, 2005, compared to $7,000 for the comparable 2004 period on product sales of telomerase detection and telomere measurement kits to the research-use-only market, cell-based research products and agricultural products. License and royalty revenues are dependent upon additional agreements being signed and future product sales. We expect to recognize revenue of $430,000 for the remainder of 2005, $165,000 in 2006, $137,000 in 2007, $119,000 in 2008 and $286,000 thereafter related to our existing deferred revenue. Current revenues may not be predictive of future revenues.

Research and Development Expenses

Research and development expenses were $6.5 million for the three months ended March 31, 2005, compared to $5.7 million for the comparable 2004 period. The overall increase in 2005 compared to 2004 was primarily due to an increase of $614,000 for increased personnel related expenses and $494,000 for clinical consulting and sponsored research at other academic laboratories. Overall, we expect research and development expenses to increase in the next year as we incur expenses related to manufacturing and testing of our telomerase inhibitor compounds, continue clinical trials of our telomerase cancer vaccine and continue development of our human embryonic stem cell (hESC) programs.

Our research and development activities can be divided into two major categories of related programs, oncology and hESC therapies. The oncology programs focus on treating or diagnosing cancer by targeting or detecting the presence of telomerase, either inhibiting activity of the telomerase enzyme, diagnosing cancer by detecting the presence of telomerase, or using telomerase as a target for therapeutic vaccines. Our core knowledge base in telomerase and telomere biology supports all these approaches, and our scientists may contribute to any or all of these programs in a given period. For our telomerase inhibition program, we are targeting completion of the preclinical animal toxicology and efficacy studies by early 2005, after which we expect to prepare and file an IND application on GRN163L. A therapeutic vaccine targeting telomerase in patients with metastatic prostate cancer is currently in investigator-sponsored Phase 1-2 clinical studies at Duke University Medical Center. Study results have shown no treatment-related adverse effects to date and a positive specific immune responses to telomerase. We are conducting additional small Phase 1-2 trials, also at Duke, in order to optimize the vaccination process. We have also transferred the vaccine manufacturing process in-house for further optimization. At the conclusion of these activities, and assuming continued success, we plan to file an IND for a Phase 2 clinical study for the telomerase therapeutic vaccine.

Our hESC therapy programs focus on treating injuries and degenerative diseases with cell therapies based on cells derived from hESCs. A core of knowledge of hESC biology, as well as a significant continuing effort in deriving, growing, maintaining, and differentiating hESCs, underlies all aspects of this group of programs. Many of our researchers are allocated to more than one hESC project, and the percentage allocations of time change as the resource needs of individual programs vary. In our hESC therapy programs, we have concentrated our resources on several specific cell types. We have developed proprietary methods to culture and scale up undifferentiated hESCs and differentiate them into therapeutically relevant cells. We are now testing six different therapeutic cell types in animal models of human disease. In four of these cell types, we have preliminary results suggesting efficacy as evidenced by functional improvements or durable engraftment of the cells in the treated animals. After completion of these studies, and assuming continued success, we expect to begin one or more Phase 1 clinical trials, most likely including one for the treatment of spinal cord injury.

Research and development expenses allocated to programs are as follows (in thousands):

	Three Months Ended March 31,	
	2005	2004
	(Unaudited)	
Oncology.	$ 3,486	$ 2,618
hESC Therapies	2,987	3,100
Total	$ 6,473	$ 5,718

At this time, we cannot provide reliable estimates of how much time or investment will be necessary to commercialize products from the programs currently in progress. Drug development in the U.S. is a process that includes multiple steps defined by the FDA under applicable statutes, regulations and guidance documents. After the preclinical research process of identifying, selecting and testing in animals a potential pharmaceutical compound, the clinical development process begins with the filing of an IND. Clinical development typically involves three phases of study: Phase 1, 2, and 3. The most significant costs associated with clinical development are incurred in Phase 3 trials, which tend to be the longest and largest studies conducted during the drug development process. After the completion of a successful preclinical and clinical development program, a New Drug Application (NDA) or Biologics License Application (BLA) must be filed with the FDA, which includes among other things very large amounts of preclinical and clinical data and results and manufacturing-related information necessary to support requested approval of the product. The NDA/BLA must be reviewed and approved by the FDA.

According to industry statistics, it generally takes 10 to 15 years to research, develop and bring to market a new prescription medicine in the United States. In light of the steps and complexities involved, the successful development of our products is highly uncertain. Actual product timelines and costs are subject to enormous variability and are very difficult to predict, as our clinical development programs are updated and changed to reflect the most recent preclinical and clinical data and other relevant information. In addition, various statutes and regulations also govern or influence the manufacturing, safety reporting, labeling, storage, recordkeeping and marketing of each product. The lengthy process of seeking these regulatory reviews and approvals, and the subsequent compliance with applicable statutes and regulations, require the expenditure of substantial resources. Any failure by us to obtain, or any delay in obtaining, regulatory approvals could materially adversely affect our business. In responding to an NDA/BLA submission, the FDA may grant marketing approval, may request additional information, may deny the application if it determines that the application does not provide an adequate basis for approval, and may also refuse to review an application that has been submitted if it determines that the application does not provide an adequate basis for filing and review. We cannot assure you that any approval required by the FDA will be obtained on a timely basis, if at all.

For a more complete discussion of the risks and uncertainties associated with completing development of potential products, see the sub-sections titled “Because we or our collaborators must obtain regulatory approval to market our products in the United States and other countries, we cannot predict whether or when we will be permitted to commercialize our products” and “Entry into clinical trials with one or more product candidates may not result in any commercially viable products” in the section of Item 2 entitled “Additional Factors That May Affect Future Results,” and elsewhere in this Form 10-Q.

Acquired In-Process Research Technology

In March 2004, we entered into an agreement with Merix Bioscience, Inc. under which we acquired a co-exclusive right under patents controlled by Merix for the use of defined antigens in therapeutic cancer vaccines. In conjunction with the agreement, we issued 5,000,000 shares of Geron common stock to Merix.

We acquired rights to the Merix technology for commercial development of our therapeutic cancer vaccine. Further development of the technology is required before we can enter into advanced clinical trials for a potential commercial application. We have concluded that this technology has no alternative future use

as defined in Statement of Financial Accounting Standards No. 2, and accordingly, expensed the value of the acquired in-process research technology of $45.2 million at the time of acquisition.

General and Administrative Expenses

General and administrative expenses were $3.9 million for the three months ended March 31, 2005, compared to $1.4 million for the comparable 2004 period. The increase in general and administrative expenses for 2005 compared to 2004 was primarily due to the recognition of $2.6 million of consulting expense associated with the fair value of a warrant issued to a consultant in conjunction with the Hong Kong joint venture. We expect general and administrative expenses related to accounting to increase in order to comply with significant new government imposed procedures, reporting and audit requirements.

Interest and Other Income

Interest income was $839,000 for the three months ended March 31, 2005, compared to $424,000 for the comparable 2004 period. The increase in interest income for 2005 compared to 2004 was due to higher cash and investment balances as a result of proceeds received from equity financings in 2004 and higher interest rates. Interest earned in the future will depend on future funding and prevailing interest rates.

We received none and $74,000 in research payments under government grants for the three months ended March 31, 2005 and 2004, respectively. Our existing government grant expired in September 2003.

Interest and Other Expense

Interest and other expense was $172,000 for the three months ended March 31, 2005, compared to $170,000 for the comparable 2004 period. The increase in interest and other expense for 2005 compared to 2004 was primarily due to increased bank charges as a result of higher cash and investment balances.

Net Loss

Net loss was $9.7 million for the three months ended March 31, 2005, compared to $51.7 million for the comparable 2004 period. Absent the acquired in-process research technology expense of $45.2 million in 2004, overall net loss for 2005 increased over the comparable 2004 period as a result of increased operating expenses for the clinical development of GRN163L and the expense for the warrant valuation related to consulting services.

LIQUIDITY AND CAPITAL RESOURCES

Cash, restricted cash, cash equivalents and marketable securities at March 31, 2005 totaled $125.0 million compared to $120.5 million at December 31, 2004. We have an investment policy to invest these funds in liquid, investment grade securities, such as interest-bearing money market funds, corporate notes, commercial paper, asset-backed securities and municipal securities. The increase in cash, restricted cash, cash equivalents and marketable securities in 2005 was due to the receipt of $12.5 million in net cash proceeds from the exercise of warrants.

Cash Flows from Operating Activities. Net cash used in operations was $7.6 million for the three months ended March 31, 2005 compared to $10.0 million for the comparable 2004 period. The decrease in net cash used for operations in 2005 was primarily the result of the use of common stock for payment for certain services.

Cash Flows from Investing Activities. Net cash used in investing activities was $7.8 million for the three months ended March 31, 2005, compared to net cash provided by investing activities of $3.0 million for the comparable 2004 period. The decrease in cash provided by investing activities reflected the purchase of marketable securities from proceeds received from the exercise of warrants.

Through March 31, 2005, we have invested approximately $14.2 million in property and equipment, of which approximately $8.3 million was financed through an equipment financing arrangement. Minimum annual payments due under the equipment financing facility are expected to total $102,000 for the remainder of 2005 and $55,000 in 2006. As of March 31, 2005, we had approximately $1.3 million available for borrowing under our equipment financing facilities. The drawdown period under the equipment financing facilities expires on September 30, 2005. We intend to renew the commitment for new equipment financing facilities in 2005 to further fund equipment purchases. If we are unable to renew the commitment, we will be obliged to use our own cash resources for capital expenditures.

Cash Flows from Financing Activities. Net cash provided by financing activities for the three months ended March 31, 2005 was $13.0 million, compared to $649,000 for the comparable 2004 period. The increase in net cash provided by financing activities was primarily due to the receipt of $12.5 million in proceeds from the exercise of warrants issued to institutional investors in November 2004.

As of March 31, 2005, our contractual obligations for the next five years and thereafter are as follows:

	Principal Payments Due by Period				
Contractual Obligations (1)	Total	Less Than 1 Year	1-3 Years	4-5 Years	After 5 Years
	(Amounts in thousands)				
Equipment loans	$ 157	$ 102	$ 55	—	—
Operating leases (2)	—	—	—	—	—
Research funding (3)	11,289	5,586	4,915	$ 394	$ 394
Total contractual cash obligations	$ 11,446	$ 5,688	$ 4,970	$ 394	$ 394

(1) This table does not include any milestone payments under research collaborations or license agreements as the timing and likelihood of such payments are not known.

(2) In March 2004, we issued 363,039 shares of our common stock to the lessor of our premises at 200 and 230 Constitution Drive in payment of our monthly rental obligation from February 1, 2004 through July 31, 2008. The fair value of the common stock has been recorded as a prepaid asset and will be amortized to rent expense on a straight-line basis over the lease period.

(3) Research funding is comprised of sponsored research commitments at various laboratories around the world, including the Roslin Institute and our Hong Kong joint venture.

We estimate that our existing capital resources, interest income and equipment financing facilities will be sufficient to fund our current level of operations through at least December 2006. Changes in our research and development plans or other changes affecting our operating expenses or cash balances may result in the expenditure of available resources before such time, and in any event, we will need to raise substantial additional capital to fund our operations in the future. We intend to seek additional funding through strategic collaborations, public or private equity financings, equipment loans or other financing sources that may be available.

Recent Accounting Pronouncements

See Note 1 of notes to condensed consolidated financial statements for a description of new accounting pronouncements.

ADDITIONAL FACTORS THAT MAY AFFECT FUTURE RESULTS

Our business is subject to various risks, including those described below. You should carefully consider these risk factors, together with all of the other information included in this Form 10-Q. Any of these risks could materially adversely affect our business, operating results and financial condition.

Our business is at an early stage of development.

Our business is at an early stage of development, in that we do not yet have product candidates in late-stage clinical trials or on the market. Only one of our product candidates, a telomerase therapeutic cancer vaccine, is in clinical trials. This product is being studied in a Phase 1-2 clinical trial being conducted by an academic institution. Our lead anti-cancer drug compound GRN163L is in preclinical testing. Our ability to develop product candidates that progress to and through clinical trials is subject to our ability to, among other things:

- have success with our research and development efforts;
- select therapeutic compounds for development;
- obtain the required regulatory approvals; and
- manufacture and market resulting products.

Potential lead drug compounds or product candidates identified through our research programs will require significant preclinical and clinical testing prior to regulatory approval in the United States and other countries. Our product candidates and compounds we have identified may prove to have undesirable and unintended side effects or other characteristics adversely affecting their safety, efficacy or cost-effectiveness that could prevent or limit their commercial use. In addition, our product candidates may not prove to be more effective for treating disease or injury than current therapies. Accordingly, we may have to delay or abandon efforts to research, develop or obtain regulatory approval to market our product candidates. In addition, we will need to determine whether any of our potential products can be manufactured in commercial quantities at an acceptable cost. Our research and development efforts may not result in a product that can be approved by regulators or marketed successfully. Because of the significant scientific, regulatory and commercial milestones that must be reached for any of our development programs to be successful, any program may be abandoned, even after we have expended significant resources on the program, such as our investments in telomerase technology and human embryonic stem cells, which could cause a sharp drop in our stock price.

The science and technology of telomere biology and telomerase, human embryonic stem cells, and nuclear transfer are relatively new. There is no precedent for the successful commercialization of product candidates based on our technologies. These development programs are therefore particularly risky.

We have a history of losses and anticipate future losses, and continued losses could impair our ability to sustain operations.

We have incurred operating losses every year since our operations began in 1990. As of March 31, 2005, our accumulated net loss was approximately $345.8 million. Losses have resulted principally from costs incurred in connection with our research and development activities and from general and administrative costs associated with our operations. We expect to incur additional operating losses and, as our development efforts and clinical testing activities continue, our operating losses may increase in size. Substantially all of our revenues to date have been research support payments under collaboration agreements and revenues from our licensing arrangements. We may be unsuccessful in entering into any new corporate collaboration that results in revenues. We do not expect that the revenues generated from these arrangements will be sufficient alone to continue or expand our research or development activities and otherwise sustain our operations.

We are unable to estimate at this time whether we will ever receive substantial revenue from the sale of diagnostic product candidates and telomerase-immortalized cell lines, and do not currently expect to receive sufficient revenues from the sale of these product candidates, if developed, to sustain our operations. Our ability to continue or expand our research activities and otherwise sustain our operations is dependent on our ability, alone or with others, to, among other things, manufacture and market therapeutic products.

We also expect to experience negative cash flow for the foreseeable future as we fund our operating losses and capital expenditures. This will result in decreases in our working capital, total assets and stockholders' equity, which may not be offset by future financings. We will need to generate significant revenues to achieve profitability. We may not be able to generate these revenues, and we may never achieve profitability. Our failure to achieve profitability could negatively impact the market price of our common stock. Even if we do become profitable, we cannot assure you that we would be able to sustain or increase profitability on a quarterly or annual basis.

We will need additional capital to conduct our operations and develop our products, and our ability to obtain the necessary funding is uncertain.

We will require substantial capital resources in order to conduct our operations and develop our candidates, and we cannot assure you that our existing capital resources, interest income and equipment financing arrangements will be sufficient to fund our current and planned operations. The timing and degree of any future capital requirements will depend on many factors, including:

- the accuracy of the assumptions underlying our estimates for our capital needs in 2005 and beyond;
- the magnitude and scope of our research and development programs;
- the progress we make in our research and development programs and in preclinical development and clinical trials;
- our ability to establish, enforce and maintain strategic arrangements for research, development, clinical testing, manufacturing and marketing;
- the number and type of product candidates that we pursue;
- the time and costs involved in obtaining regulatory approvals; and
- the costs involved in preparing, filing, prosecuting, maintaining, defending and enforcing patent claims.

We do not have any committed sources of capital. Additional financing through strategic collaborations, public or private equity financings, capital lease transactions or other financing sources may not be available on acceptable terms, or at all. The receptivity of the public and private equity markets to proposed financings is substantially affected by the general economic, market and political climate and by other factors which are unpredictable and over which we have no control. Additional equity financings, if we obtain them, could result in significant dilution to stockholders. Further, in the event that additional funds are obtained through arrangements with collaborative partners, these arrangements may require us to relinquish rights to some of our technologies, product candidates or products that we would otherwise seek to develop and commercialize ourselves. If sufficient capital is not available, we may be required to delay, reduce the scope of or eliminate one or more of our programs, any of which could have a material adverse effect on our business.

Some of our competitors may develop technologies that are superior to or more cost-effective than ours, which may impact the commercial viability of our technologies and which may significantly damage our ability to sustain operations.

The pharmaceutical and biotechnology industries are intensely competitive. Other pharmaceutical and biotechnology companies and research organizations currently engage in or have in the past engaged in efforts related to the biological mechanisms that are the focus of our programs in oncology and human embryonic stem cell therapies, including the study of telomeres, telomerase, human embryonic stem cells, and nuclear transfer. In addition, other products and therapies that could compete directly with the product candidates that we are seeking to develop and market currently exist or are being developed by pharmaceutical and biopharmaceutical companies and by academic and other research organizations.

Many companies are developing alternative therapies to treat cancer and, in this regard, are competitors of ours. According to public data from the FDA and NIH, there are more than 100 approved anti-cancer products on the market in the United States, and several hundred in clinical development. Many of the pharmaceutical companies developing and marketing these competing products (including GlaxoSmithKline, Bristol-Myers Squibb Company and Novartis AG, among others) have significantly greater financial resources and expertise than we do in:

- research and development;
- manufacturing;
- preclinical and clinical testing;
- obtaining regulatory approvals; and
- marketing.

Smaller companies may also prove to be significant competitors, particularly through collaborative arrangements with large and established companies. Academic institutions, government agencies and other public and private research organizations may also conduct research, seek patent protection and establish collaborative arrangements for research, clinical development and marketing of products similar to ours. These companies and institutions compete with us in recruiting and retaining qualified scientific and management personnel as well as in acquiring technologies complementary to our programs.

In addition to the above factors, we expect to face competition in the following areas:

- product efficacy and safety;
- the timing and scope of regulatory consents;
- availability of resources;
- reimbursement coverage;
- price; and
- patent position, including potentially dominant patent positions of others.

As a result of the foregoing, our competitors may develop more effective or more affordable products, or achieve earlier patent protection or product commercialization than we do. Most significantly, competitive products may render any product candidates that we develop obsolete, which would negatively impact our business and ability to sustain operations.

Restrictions on the use of human embryonic stem cells, and the ethical, legal and social implications of that research, could prevent us from developing or gaining acceptance for commercially viable products in these areas.

Some of our most important programs involve the use of stem cells that are derived from human embryos. The use of human embryonic stem cells gives rise to ethical, legal and social issues regarding the appropriate use of these cells. In the event that our research related to human embryonic stem cells becomes the subject of adverse commentary or publicity, the market price for our common stock could be significantly harmed.

Some political and religious groups have voiced opposition to our technology and practices. We use stem cells derived from human embryos that have been created for *in vitro* fertilization procedures but are no longer desired or suitable for that use and are donated with appropriate informed consent for research use. Many research institutions, including some of our scientific collaborators, have adopted policies regarding the ethical use of human embryonic tissue. These policies may have the effect of limiting the scope of research conducted using human embryonic stem cells, thereby impairing our ability to conduct research in this field.

In addition, the United States government and its agencies have until recently refused to fund research which involves the use of human embryonic tissue. President Bush announced on August 9, 2001 that he would permit federal funding of research on human embryonic stem cells using the limited number of embryonic stem cell lines that had already been created, but relatively few federal grants have been made so far. The President's Council on Bioethics will monitor stem cell research, and the guidelines and regulations it recommends may include restrictions on the scope of research using human embryonic or fetal tissue. The Council issued a report in July 2002 that recommended "that the federal government undertake a thorough-going review of present and projected practices of human embryo research, with the aim of establishing appropriate institutions to advise and shape federal policy in this arena." Certain states are considering, or have in place, legislation relating to stem cell research, including California whose voters approved Proposition 71 to provide state funds for stem cell research in November 2004. It is not yet clear what, if any, effect such state actions may have on our ability to commercialize stem cell products. In the United Kingdom and other countries, the use of embryonic or fetal tissue in research (including the derivation of human embryonic stem cells) is regulated by the government, whether or not the research involves government funding.

Government-imposed restrictions with respect to use of embryos or human embryonic stem cells in research and development could have a material adverse effect on us, by:

- harming our ability to establish critical partnerships and collaborations;
- delaying or preventing progress in our research and development; and
- causing a decrease in the price of our stock.

Potential restrictions or a ban on nuclear transfer could prevent us from benefiting financially from our research in this area.

Our nuclear transfer technology could theoretically be used to produce human embryos for the derivation of embryonic stem cells (sometimes referred to as "therapeutic cloning") or cloned humans (sometimes referred to as "reproductive cloning"). The U.S. Congress has recently considered legislation that would ban human therapeutic cloning as well as reproductive cloning. Such a bill was passed by the House of Representatives, although not by the Senate. The July 2002 report of the President's Council on Bioethics recommended a four-year moratorium on therapeutic cloning. If human therapeutic cloning is restricted or banned, we will not be able to benefit from the scientific knowledge that would be generated by research in that area. Finally, if regulatory bodies were to restrict or ban the sale of food products from cloned animals, our financial participation in the business of our nuclear transfer licensees could be significantly harmed.

We do not have experience as a company in the regulatory approval process, conducting large scale clinical trials, or other areas required for the successful commercialization and marketing of our product candidates.

All of our product candidates are currently in early stages of product development. We will need to receive regulatory approval for any product candidates before they may be marketed and distributed. Such approval will require, among other things, completing carefully controlled and well-designed clinical trials demonstrating the safety and efficacy of each product candidate. This process is lengthy, expensive and uncertain. We currently have no experience as a company in conducting such trials. Such trials would require either additional financial and management resources, or reliance on third-party clinical investigators or clinical research organizations (CROs). Relying on third-party clinical investigators or CROs may force us to encounter delays that are outside of our control.

We also do not currently have marketing and distribution capabilities for our product candidates. Developing an internal sales and distribution capability would be an expensive and time-consuming process. We may enter into agreements with third parties that would be responsible for marketing and distribution. However, these third parties may not be capable of successfully selling any of our product candidates.

Entry into clinical trials with one or more product candidates may not result in any commercially viable products.

We may never generate revenues from product sales because of a variety of risks inherent in our business, including the following risks:

- clinical trials may not demonstrate the safety and efficacy of our product candidates;
- completion of clinical trials may be delayed, or costs of clinical trials may exceed anticipated amounts;
- we may not be able to obtain regulatory approval of our products, or may experience delays in obtaining such approvals;
- we may not be able to manufacture our product candidates economically on a commercial scale;
- we and our licensees may not be able to successfully market our products;
- physicians may not prescribe our product candidates, or patients may not accept such product candidates;
- others may have proprietary rights which prevent us from marketing our products; and
- competitors may sell similar, superior or lower-cost products.

Our only product candidate that is in clinical testing is the telomerase cancer vaccine, for which we have only early and preliminary results. Early stage testing may not be indicative of successful outcomes in later stage trials.

Impairment of our intellectual property rights may limit our ability to pursue the development of our intended technologies and products.

Protection of our proprietary technology is critically important to our business. Our success will depend in part on our ability to obtain and enforce our patents and maintain trade secrets, both in the United States and in other countries. The patent positions of pharmaceutical and biopharmaceutical companies, including ours, are highly uncertain and involve complex legal and technical questions. In particular, legal principles for biotechnology patents in the United States and in other countries are evolving, and the extent to which we

will be able to obtain patent coverage to protect our technology, or enforce issued patents, is uncertain. For example, the European Patent Convention prohibits the granting of European patents for inventions that concern "uses of human embryos for industrial or commercial purposes." The European Patent Office is presently interpreting this prohibition broadly, and is applying it to reject patent claims that pertain to human embryonic stem cells. However, this broad interpretation is being challenged through the European Patent Office appeals system. As a result, we do not yet know whether or to what extent we will be able to obtain European patent protection for our human embryonic stem cell technologies in Europe. Further, our patents may be challenged, invalidated or circumvented, and our patent rights may not provide proprietary protection or competitive advantages to us. In the event that we are unsuccessful in obtaining and enforcing patents, our business would be negatively impacted.

Publication of discoveries in scientific or patent literature tends to lag behind actual discoveries by at least several months and sometimes several years. Therefore, the persons or entities that we or our licensors name as inventors in our patents and patent applications may not have been the first to invent the inventions disclosed in the patent applications or patents, or the first to file patent applications for these inventions. As a result, we may not be able to obtain patents for discoveries that we otherwise would consider patentable and that we consider to be extremely significant to our future success.

Where several parties seek patent protection for the same technology, the U.S. Patent Office may declare an interference proceeding in order to ascertain the party to which the patent should be issued. Patent interferences are typically complex, highly contested legal proceedings, subject to appeal. They are usually expensive and prolonged, and can cause significant delay in the issuance of patents. Moreover, parties that receive an adverse decision in an interference can lose important patent rights. Our pending patent applications, or our issued patents, may be drawn into interference proceedings which may delay or prevent the issuance of patents, or result in the loss of issued patent rights.

The interference process can also be used to challenge a patent that has been issued to another party. For example, in 2004, we were involved with two interferences declared by the U.S. Patent Office at our request and involving two of our pending applications relating to nuclear transfer and two issued patents, held by the University of Massachusetts (U. Mass) and licensed to Advanced Cell Technology (ACT) of Worcester, Massachusetts. We requested these interferences in order to clarify our patent rights in nuclear transfer technology. The Board of Patent Appeals and Interferences has now issued final judgments in each of these cases, finding in both instances that all of the claims in the U. Mass patents in question were unpatentable, and upholding the patentability of Geron's pending claims. These judgments effectively invalidated the two U. Mass patents. Both judgments have been appealed by ACT. We have also filed requests with other U. Mass patents in the same field. As in any legal proceeding, the outcome of these interferences and the appeals is uncertain. In March 2002, an interference was declared involving a Geron nuclear transfer patent application and a patent application held by Infigen Inc. That interference was resolved in 2004 with a final judgment in our favor; that judgment was not appealed.

Outside of the United States, certain jurisdictions, such as Europe and Australia, permit oppositions to be filed against the granting of patents. Because our intent is to commercialize products internationally, securing both proprietary protection and freedom to operate outside of the United States is important to our business. We are involved in both opposing the grant of patents to others through such opposition proceedings and in defending against oppositions filed by others. For example, we have filed an opposition to a European patent granted to GemVax AS, a Norwegian company, relating to the use of telomerase peptides for the treatment and prophylaxis of cancer, and GemVax has filed an opposition to a European patent granted to us relating to telomerase, including the use of telomerase in cancer vaccines. These are among a number of overseas patent oppositions in which we are currently engaged.

If interferences, oppositions or other challenges to our patent rights are not resolved promptly in our favor, our existing business relationships may be jeopardized and we could be delayed or prevented from entering into new collaborations or from commercializing certain products, which could materially harm our business.

Patent litigation may also be necessary to enforce patents issued or licensed to us or to determine the scope and validity of our proprietary rights or the proprietary rights of others. We may not be successful in any patent litigation. Patent litigation can be extremely expensive and time-consuming, even if the outcome is favorable to us. An adverse outcome in a patent litigation or any other proceeding in a court or patent office could subject our business to significant liabilities to other parties, require disputed rights to be licensed from other parties or require us to cease using the disputed technology, any of which could severely harm our business.

If we fail to meet our obligations under license agreements, we may lose our rights to key technologies on which our business depends.

Our business depends on several critical technologies that are based in part on patents licensed from third parties. Those third-party license agreements impose obligations on us, such as payment obligations and obligations to diligently pursue development of commercial products under the licensed patents. If a licensor believes that we have failed to meet our obligations under a license agreement, the licensor could seek to limit or terminate our license rights, which could lead to costly and time-consuming litigation and, potentially, a loss of the licensed rights. During the period of any such litigation our ability to carry out the development and commercialization of potential products could be significantly and negatively affected. If our license rights were restricted or ultimately lost, our ability to continue our business based on the affected technology platform would be severely adversely affected.

We may be subject to litigation that will be costly to defend or pursue and uncertain in its outcome.

Our business may bring us into conflict with our licensees, licensors, or others with whom we have contractual or other business relationships, or with our competitors or others whose interests differ from ours. If we are unable to resolve those conflicts on terms that are satisfactory to all parties, we may become involved in litigation brought by or against us. That litigation is likely to be expensive and may require a significant amount of management's time and attention, at the expense of other aspects of our business. The outcome of litigation is always uncertain, and in some cases could include judgments against us that require us to pay damages, enjoin us from certain activities, or otherwise affect our legal or contractual rights, which could have a significant adverse effect on our business.

We may be subject to infringement claims that are costly to defend, and which may limit our ability to use disputed technologies and prevent us from pursuing research and development or commercialization of potential products.

Our commercial success depends significantly on our ability to operate without infringing patents and the proprietary rights of others. Our technologies may infringe the patents or proprietary rights of others. In addition, we may become aware of discoveries and technology controlled by third parties that are advantageous to our research programs. In the event our technologies infringe on the rights of others or we require the use of discoveries and technology controlled by third parties, we may be prevented from pursuing research, development or commercialization of potential products or may be required to obtain licenses to those patents or other proprietary rights or develop or obtain alternative technologies. We may not be able to obtain alternative technologies or any required license on commercially favorable terms, if at all. If we do not obtain the necessary licenses or alternative technologies, we may be delayed or prevented from pursuing the development of some potential products. Our failure to obtain alternative technologies or a license to any technology that we may require to develop or commercialize our product candidates would significantly and negatively affect our business.

Much of the information and know-how that is critical to our business is not patentable and we may not be able to prevent others from obtaining this information and establishing competitive enterprises.

We sometimes rely on trade secrets to protect our proprietary technology, especially in circumstances in which we believe patent protection is not appropriate or available. We attempt to protect our proprietary technology in part by confidentiality agreements with our employees, consultants, collaborators and contractors. We cannot assure you that these agreements will not be breached, that we would have adequate

remedies for any breach, or that our trade secrets will not otherwise become known or be independently discovered by competitors, any of which would harm our business significantly.

We depend on our collaborators to help us develop and test our product candidates, and our ability to develop and commercialize products may be impaired or delayed if collaborations are unsuccessful.

Our strategy for the development, clinical testing and commercialization of our product candidates requires that we enter into collaborations with corporate partners, licensors, licensees and others. We are dependent upon the subsequent success of these other parties in performing their respective responsibilities and the continued cooperation of our partners. For example, third parties are principally responsible for developing oncolytic virus therapeutics and cancer diagnostics using our telomerase technology and an academic institution is conducting the current clinical trials of the telomerase therapeutic cancer vaccine. Our collaborators may not cooperate with us or perform their obligations under our agreements with them. We cannot control the amount and timing of our collaborators' resources that will be devoted to our research and development activities related to our collaborative agreements with them. Our collaborators may choose to pursue existing or alternative technologies in preference to those being developed in collaboration with us.

Under agreements with collaborators, we may rely significantly on such collaborators to, among other activities:

- design and conduct advanced clinical trials in the event that we reach clinical trials;
- fund research and development activities with us;
- pay us fees upon the achievement of milestones; and
- market with us any commercial products that result from our collaborations.

The development and commercialization of potential products will be delayed if collaborators fail to conduct these activities in a timely manner or at all. In addition, our collaborators could terminate their agreements with us and we may not receive any development or milestone payments. If we do not achieve milestones set forth in the agreements, or if our collaborators breach or terminate their collaborative agreements with us, our business may be materially harmed.

Our reliance on the activities of our non-employee consultants, research institutions, and scientific contractors, whose activities are not wholly within our control, may lead to delays in development of our product candidates.

We rely extensively upon and have relationships with scientific consultants at academic and other institutions, some of whom conduct research at our request, and other consultants with expertise in clinical development strategy or other matters. These consultants are not our employees and may have commitments to, or consulting or advisory contracts with, other entities that may limit their availability to us. We have limited control over the activities of these consultants and, except as otherwise required by our collaboration and consulting agreements, can expect only limited amounts of their time to be dedicated to our activities.

In addition, we have formed research collaborations with many academic and other research institutions throughout the world. These research facilities may have commitments to other commercial and non-commercial entities. We have limited control over the operations of these laboratories and can expect only limited amounts of time to be dedicated to our research goals.

We also rely on other companies for certain process development or other technical scientific work, especially with respect to our telomerase inhibitor programs. We have contracts with these companies that specify the work to be done and results to be achieved, but we do not have direct control over their personnel or operations.

If any of these third parties are unable or refuse to contribute to projects on which we need their help, our ability to generate advances in our technologies and develop our product candidates could be significantly harmed.

The loss of key personnel could slow our ability to conduct research and develop product candidates.

Our future success depends to a significant extent on the skills, experience and efforts of our executive officers and key members of our scientific staff. Competition for personnel is intense and we may be unable to retain our current personnel or attract or assimilate other highly qualified management and scientific personnel in the future. The loss of any or all of these individuals could harm our business and might significantly delay or prevent the achievement of research, development or business objectives.

We also rely on consultants and advisors who assist us in formulating our research and development and clinical strategy. We face intense competition for qualified individuals from numerous pharmaceutical, biopharmaceutical and biotechnology companies, as well as academic and other research institutions. We may not be able to attract and retain these individuals on acceptable terms. Failure to do so would materially harm our business.

We may not be able to obtain or maintain sufficient insurance on commercially reasonable terms or with adequate coverage against potential liabilities in order to protect ourselves against product liability claims.

Our business exposes us to potential product liability risks that are inherent in the testing, manufacturing and marketing of human therapeutic and diagnostic products. We may become subject to product liability claims if the use of our products is alleged to have injured subjects or patients. This risk exists for products tested in human clinical trials as well as products that are sold commercially. We currently have no clinical trial liability insurance and we may not be able to obtain and maintain this type of insurance for any of our clinical trials. In addition, product liability insurance is becoming increasingly expensive. As a result, we may not be able to obtain or maintain product liability insurance in the future on acceptable terms or with adequate coverage against potential liabilities which could have a material adverse effect on our business.

Because we or our collaborators must obtain regulatory approval to market our products in the United States and other countries, we cannot predict whether or when we will be permitted to commercialize our products.

Federal, state and local governments in the United States and governments in other countries have significant regulations in place that govern many of our activities. The preclinical testing and clinical trials of the products that we or our collaborators develop are subject to extensive government regulation that may prevent us from creating commercially viable product candidates from our discoveries. In addition, the sale by us or our collaborators of any commercially viable product will be subject to government regulation from several standpoints, including the processes of:

- manufacturing;
- advertising and promoting;
- selling and marketing;
- labeling; and
- distributing.

If, and to the extent that, we are unable to comply with these regulations, our ability to earn revenues will be materially and negatively impacted.

The regulatory process, particularly for biopharmaceutical product candidates like ours, is uncertain, can take many years and requires the expenditure of substantial resources. Any product candidate that we or our collaborative partners develop must receive all relevant regulatory agency approvals or clearances before it may be marketed in the United States or other countries. Biological drugs and non-biological drugs are rigorously regulated. In particular, human pharmaceutical therapeutic product candidates are subject to rigorous preclinical and clinical testing and other requirements by the Food and Drug Administration in the United States and similar health authorities in other countries in order to demonstrate safety and efficacy. Because certain of our product candidates involve the application of new technologies or are based upon a new therapeutic approach, they may be subject to substantial additional review by various government regulatory authorities, and, as a result, the process of obtaining regulatory approvals for them may proceed more slowly than for product candidates based upon more conventional technologies. We may never obtain regulatory approval to market our product candidates.

Data obtained from preclinical and clinical activities is susceptible to varying interpretations that could delay, limit or prevent regulatory agency approvals or clearances. In addition, delays or rejections may be encountered as a result of changes in regulatory agency policy during the period of product development and/or the period of review of any application for regulatory agency approval or clearance for a product candidate. Delays in obtaining regulatory agency approvals or clearances could

- significantly harm the marketing of any products that we or our collaborators develop;
- impose costly procedures upon our activities or the activities of our collaborators;
- diminish any competitive advantages that we or our collaborators may attain; or
- adversely affect our ability to receive royalties and generate revenues and profits.

Even if we commit the necessary time and resources, the required regulatory agency approvals or clearances may not be obtained for any product candidates developed by or in collaboration with us. If we obtain regulatory agency approval or clearance for a new product, this approval or clearance may entail limitations on the indicated uses for which it can be marketed that could limit the potential commercial use of the product. Furthermore, approved products and their manufacturers are subject to continual review, and discovery of previously unknown problems with a product or its manufacturer may result in restrictions on the product or manufacturer, including withdrawal of the product from the market. Failure to comply with regulatory requirements can result in severe civil and criminal penalties, including but not limited to:

- recall or seizure of products;
- injunction against manufacture, distribution, sales and marketing; and
- criminal prosecution.

The imposition of any of these penalties could significantly impair our business, financial condition and results of operations.

To be successful, our product candidates must be accepted by the health care community, which can be very slow to adopt or unreceptive to new technologies and products.

Our product candidates and those developed by our collaborative partners, if approved for marketing, may not achieve market acceptance since hospitals, physicians, patients or the medical community in general may decide not to accept and utilize these products. The product candidates that we are attempting to develop represent substantial departures from established treatment methods and will compete with a number of more conventional drugs and therapies manufactured and marketed by major pharmaceutical companies. The degree of market acceptance of any of our developed products will depend on a number of factors, including:

- our establishment and demonstration to the medical community of the clinical efficacy and safety of our product candidates;
- our ability to create products that are superior to alternatives currently on the market;
- our ability to establish in the medical community the potential advantage of our treatments over alternative treatment methods; and
- reimbursement policies of government and third-party payors.

If the health care community does not accept our products for any of the foregoing reasons, or for any other reason, our business would be materially harmed.

If we fail to obtain acceptable prices or adequate reimbursement for our product candidates, the use of our potential products could be severely limited.

Our ability to successfully commercialize our product candidates will depend significantly on our ability to obtain acceptable prices and the availability of reimbursement to the patient from third-party payors. Significant uncertainty exists as to the reimbursement status of newly-approved health care products, including pharmaceuticals. If our products are not considered cost-effective or if we fail to generate adequate third-party reimbursement for the users of our potential products and treatments, then we may be unable to maintain price levels sufficient to realize an appropriate return on our investment in product development.

In both U.S. and other markets, sales of our potential products, if any, will depend in part on the availability of reimbursement from third-party payors, examples of which include:

- government health administration authorities;
- private health insurers;
- health maintenance organizations; and
- pharmacy benefit management companies.

Both federal and state governments in the United States and governments in other countries continue to propose and pass legislation designed to contain or reduce the cost of health care. Legislation and regulations affecting the pricing of pharmaceuticals and other medical products may be adopted before any of our potential products are approved for marketing. Cost control initiatives could decrease the price that we receive for any product candidate we may develop in the future. In addition, third-party payors are increasingly challenging the price and cost-effectiveness of medical products and services and any of our potential products may ultimately not be considered cost-effective by these third parties. Any of these initiatives or developments could materially harm our business.

Our products are likely to be expensive to manufacture, and they may not be profitable if we are unable to significantly reduce the costs to manufacture them.

Both our telomerase inhibitor compounds, GRN163 and GRN163L, and our hESC-based products are likely to be significantly more expensive to manufacture than most other drugs currently on the market today. Oligonucleotides are relatively large molecules with complex chemistry, and the cost of manufacturing even a short oligonucleotide like GRN163 or GRN163L is considerably greater than the cost of making most small-molecule drugs. Our present manufacturing processes are conducted at a relatively small scale and are at an early stage of development. We hope to substantially reduce manufacturing costs by process improvements, as well as through scale increases. If we are not able to do so, however and, depending on the pricing of the product, the profit margin on the telomerase inhibitor may be significantly less than that of most drugs on the market today. Similarly, we currently make differentiated cells from hESCs on a

laboratory scale, at a high cost per unit of measure. The cell-based therapies we are developing based on hESCs will probably require large quantities of cells. We continue to develop processes to scale up production of the cells in a cost-effective way. We may not be able to charge a high enough price for any cell therapy product we develop, even if they are safe and effective, to make a profit. If we are unable to realize significant profits from our potential product candidates, our business would be materially harmed.

Our activities involve hazardous materials, and improper handling of these materials by our employees or agents could expose us to significant legal and financial penalties.

Our research and development activities involve the controlled use of hazardous materials, chemicals and various radioactive compounds. As a consequence, we are subject to numerous environmental and safety laws and regulations, including those governing laboratory procedures, exposure to blood-borne pathogens and the handling of biohazardous materials. We may be required to incur significant costs to comply with current or future environmental laws and regulations and may be adversely affected by the cost of compliance with these laws and regulations.

Although we believe that our safety procedures for using, handling, storing and disposing of hazardous materials comply with the standards prescribed by state and federal regulations, the risk of accidental contamination or injury from these materials cannot be eliminated. In the event of such an accident, state or federal authorities could curtail our use of these materials and we could be liable for any civil damages that result, the cost of which could be substantial. Further, any failure by us to control the use, disposal, removal or storage, or to adequately restrict the discharge, or assist in the cleanup, of hazardous chemicals or hazardous, infectious or toxic substances could subject us to significant liabilities, including joint and several liability under certain statutes. Any such liability could exceed our resources and could have a material adverse effect on our business, financial condition and results of operations. Additionally, an accident could damage our research and manufacturing facilities and operations.

Additional federal, state and local laws and regulations affecting us may be adopted in the future. We may incur substantial costs to comply with these laws and regulations and substantial fines or penalties if we violate any of these laws or regulations.

Our stock price has historically been very volatile.

Stock prices and trading volumes for many biopharmaceutical companies fluctuate widely for a number of reasons, including factors which may be unrelated to their businesses or results of operations such as media coverage, legislative and regulatory measures and the activities of various interest groups or organizations. This market volatility, as well as general domestic or international economic, market and political conditions, could materially and adversely affect the market price of our common stock and the return on your investment.

Historically, our stock price has been extremely volatile. Between January 1998 and March 2005, our stock has traded as high as $75.88 per share and as low as $1.41 per share. Between January 1, 2003 and March 31, 2005, the price has ranged between a high of $16.80 per share and a low of $1.41 per share. The significant market price fluctuations of our common stock are due to a variety of factors, including:

- the depth of the market for the common stock;
- the experimental nature of our product candidates;
- fluctuations in our operating results;
- market conditions relating to the biopharmaceutical and pharmaceutical industries;
- announcements of technological innovations, new commercial products, or clinical progress or lack thereof by us, our collaborative partners or our competitors;

- announcements concerning regulatory developments, developments with respect to proprietary rights and our collaborations;
- comments by securities analysts;
- general market conditions;
- public concern with respect to our product candidates; or
- the issuance of common stock to partners, vendors or to investors to raise additional capital.

In addition, the stock market is subject to other factors outside our control that can cause extreme price and volume fluctuations. Securities class action litigation has often been brought against companies, including many biotechnology companies, which experience volatility in the market price of their securities. Litigation brought against us could result in substantial costs and a diversion of management's attention and resources, which could adversely affect our business.

The sale of a substantial number of shares may adversely affect the market price for our common stock.

Sale of a substantial number of shares of our common stock in the public market, or the perception that such sales could occur, could significantly and negatively affect the market price for our common stock. As of March 31, 2005, we had 54,593,039 shares of common stock outstanding. Of these shares, approximately 33,080,385 shares have been registered pursuant to shelf registration statements, and therefore may be resold (if not sold prior to the date hereof) in the public market. Approximately 4,521,139 of the remaining shares may be resold pursuant to Rule 144 into the public markets.

In addition, we have issued common stock to certain parties, such as vendors and service providers, as payment for products and services. Under these arrangements, we typically agree to register the shares for resale soon after their issuance. We may continue to pay for certain goods and services in this manner, which would dilute your interest in Geron. Also, sales of the shares issued in this manner could negatively affect the market price of our stock.

Our undesignated preferred stock may inhibit potential acquisition bids; this may adversely affect the market price for our common stock and the voting rights of the holders of our common stock.

Our certificate of incorporation provides our Board of Directors with the authority to issue up to 3,000,000 shares of undesignated preferred stock and to determine the rights, preferences, privileges and restrictions of these shares without further vote or action by the stockholders. As of the date of this 10-Q, 50,000 shares of preferred stock have been designated Series A Junior Participating Preferred Stock and the Board of Directors still has authority to designate and issue up to 2,950,000 shares of preferred stock. The issuance of shares of preferred stock may delay or prevent a change in control transaction without further action by our stockholders. As a result, the market price of our common stock may be adversely affected.

In addition, if we issue preferred stock in the future that has preference over our common stock with respect to the payment of dividends or upon our liquidation, dissolution or winding up, or if we issue preferred stock with voting rights that dilute the voting power of our common stock, the rights of holders of our common stock or the market price of our common stock could be adversely affected.

Provisions in our share purchase rights plan, charter and bylaws, and provisions of Delaware law, may inhibit potential acquisition bids for us, which may prevent holders of our common stock from benefiting from what they believe may be the positive aspects of acquisitions and takeovers.

Our Board of Directors has adopted a share purchase rights plan, commonly referred to as a "poison pill." This plan entitles existing stockholders to rights, including the right to purchase shares of common stock, in the event of an acquisition of 15% or more of our outstanding common stock. Our share purchase

rights plan could prevent stockholders from profiting from an increase in the market value of their shares as a result of a change of control of Geron by delaying or preventing a change of control. In addition, our Board of Directors has the authority, without further action by our stockholders, to issue additional shares of common stock, and to fix the rights and preferences of one or more series of preferred stock.

In addition to our share purchase rights plan and the undesignated preferred stock, provisions of our charter documents and bylaws may make it substantially more difficult for a third party to acquire control of us and may prevent changes in our management, including provisions that:

- prevent stockholders from taking actions by written consent;
- divide the Board of Directors into separate classes with terms of office that are structured to prevent all of the directors from being elected in any one year; and
- set forth procedures for nominating directors and submitting proposals for consideration at stockholders' meetings.

Provisions of Delaware law may also inhibit potential acquisition bids for us or prevent us from engaging in business combinations. Either collectively or individually, these provisions may prevent holders of our common stock from benefiting from what they may believe are the positive aspects of acquisitions and takeovers, including the potential realization of a higher rate of return on their investment from these types of transactions.

In addition, we have severance agreements with several employees and a change of control severance plan which could require an acquiror to pay a higher price.

We do not intend to pay cash dividends on our common stock in the foreseeable future.

We do not anticipate paying cash dividends on our common stock in the foreseeable future. Any payment of cash dividends will depend upon our financial condition, results of operations, capital requirements and other factors and will be at the discretion of the Board of Directors. Furthermore, we may incur additional indebtedness that may severely restrict or prohibit the payment of dividends.

ITEM 3. QUANTITATIVE AND QUALITATIVE DISCLOSURES ABOUT MARKET RISK

The following discussion about our market risk disclosures contains forward-looking statements. Actual results could differ materially from those projected in the forward-looking statements. We are exposed to market risk related to changes in interest rates and foreign currency exchange rates. We do not use derivative financial instruments for speculative or trading purposes.

Credit Risk. We place our cash, restricted cash, cash equivalents, and marketable securities with three financial institutions in the United States. Generally, these deposits may be redeemed upon demand and therefore, bear minimal risk. Deposits with banks may exceed the amount of insurance provided on such deposits. Financial instruments that potentially subject us to concentrations of credit risk consist primarily of marketable securities. Marketable securities consist of high-grade corporate bonds and U.S. government agency securities. Our investment policy, approved by our Board of Directors, limits the amount we may invest in any one type of investment, thereby reducing credit risk concentrations.

Interest Rate Sensitivity. The fair value of our cash equivalents and marketable securities at March 31, 2005 was $123.0 million. These investments include $6.0 million of cash equivalents which are due in less than 90 days, $89.7 million of short-term investments which are due in less than one year and $27.3 million in long-term investments which are due in one to two years. Our investment policy is to manage our marketable securities portfolio to preserve principal and liquidity while maximizing the return on the investment portfolio through the full investment of available funds. We diversify the marketable securities portfolio by investing in multiple types of investment grade securities. We primarily invest our marketable

securities portfolio in short-term securities with at least an investment grade rating to minimize interest rate and credit risk as well as to provide for an immediate source of funds. Although changes in interest rates may affect the fair value of the marketable securities portfolio and cause unrealized gains or losses, such gains or losses would not be realized unless the investments are sold. Due to the nature of our investments, which are primarily corporate notes and money market funds, we have concluded that there is no material market risk exposure related to interest rates.

Foreign Currency Exchange Risk. Because we translate foreign currencies into United States dollars for reporting purposes, currency fluctuations can have an impact, though generally immaterial, on our results. We believe that our exposure to currency exchange fluctuation risk is insignificant primarily because our international subsidiary satisfies its financial obligations almost exclusively in its local currency. As of March 31, 2005, there was an immaterial currency exchange impact from our intercompany transactions. However, our financial obligations to the Roslin Institute are stated in British pounds sterling over the next year. This obligation may become more expensive for us if the United States dollar becomes weaker against the British pounds sterling. As of March 31, 2005, we did not engage in foreign currency hedging activities.

ITEM 4. CONTROLS AND PROCEDURES

(a) *Evaluation of Disclosure Controls and Procedures*. The Securities and Exchange Commission defines the term “disclosure controls and procedures” to mean a company’s controls and other procedures that are designed to ensure that information required to be disclosed in the reports that it files or submits under the Securities Exchange Act of 1934 is recorded, processed, summarized and reported, within the time periods specified in the Commission’s rules and forms. Our chief executive officer and our chief financial officer have concluded, based on the evaluation of the effectiveness of our disclosure controls and procedures by our management, with the participation of our chief executive officer and our chief financial officer, as of the end of the period covered by this report, that our disclosure controls and procedures were effective for this purpose.

(b) *Changes in Internal Controls Over Financial Reporting*. There was no change in our internal control over financial reporting during our 2005 first quarter that has materially affected, or is reasonably likely to materially affect, our internal control over financial reporting.

It should be noted that any system of controls, however well designed and operated, can provide only reasonable assurance, and not absolute assurance, that the objectives of the system are met. In addition, the design of any control system is based in part upon certain assumptions about the likelihood of future events. Because of these and other inherent limitations of control systems, there can be no assurance that any design will succeed in achieving its stated goals in all future circumstances.

PART II. OTHER INFORMATION

ITEM 1.LEGAL PROCEEDINGS

None

ITEM 2.CHANGES IN SECURITIES AND USE OF PROCEEDS

None

ITEM 3. DEFAULTS UPON SENIOR SECURITIES

None

ITEM 4. SUBMISSION OF MATTERS TO A VOTE OF SECURITY HOLDERS

None

ITEM 5. OTHER INFORMATION

None

ITEM 6. EXHIBITS AND REPORTS ON FORM 8-K

(a) EXHIBITS

Exhibit Number	Description
10.1†	Joint Venture Agreement dated March 1, 2005 between Registrant and Biotechnology Research Corporation.
10.2†	Formation and Shareholders Agreement dated April 5, 2005 between Registrant, stART Licensing, Inc. and Exeter Life Sciences, Inc.
10.3†	Contribution and License Agreement dated April 5, 2005 between Registrant, stART Licensing, Inc. and Exeter Life Sciences, Inc.
31.1	Certification of Chief Executive Officer pursuant to Form of Rule 13a-14(a), as Adopted Pursuant to Section 302 of the Sarbanes-Oxley Act of 2002, dated April 29, 2005.
31.2	Certification of Chief Financial Officer pursuant to Form of Rule 13a-14(a), as Adopted Pursuant to Section 302 of the Sarbanes-Oxley Act of 2002, dated April 29, 2005.

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32.1	Certification of Chief Executive Officer pursuant to 18 U.S.C. Section 1350, as Adopted Pursuant to Section 906 of the Sarbanes-Oxley Act of 2002, dated April 29, 2005.
32.2	Certification of Chief Financial Officer pursuant to 18 U.S.C. Section 1350, as Adopted Pursuant to Section 906 of the Sarbanes-Oxley Act of 2002, dated April 29, 2005.

† Certain portions of this Exhibit, for which confidential treatment has been granted, have been omitted and filed separately with the Securities and Exchange Commission.

(b) REPORTS ON FORM 8-K

(i) The Registrant filed a report on Form 8-K, dated January 13, 2005, announcing the exercise of warrants to purchase 2,049,180 shares of Geron common stock, resulting in net cash proceeds of $12.5 million.

(ii) The Registrant filed a report on Form 8-K, dated January 14, 2005, announcing the approved bonus payments for fiscal year 2004 in the form of shares of Geron common stock for various executive officers.

(iii) The Registrant filed a report on Form 8-K, dated March 7, 2005, announcing the formation of a Hong Kong joint venture called TA Therapeutics, Ltd. (TAT). The joint venture will be equally owned by Geron and Biotechnology Research Corporation, a company incorporated under the laws of Hong Kong. TAT will conduct research and commercially develop products that utilize telomerase activator drugs to restore the functional capacity of cells in various organ systems that have been impacted by senescence, injury, or chronic disease.

SIGNATURE

Pursuant to the requirements of the Securities Exchange Act of 1934, the Registrant has duly caused this Report to be signed on its behalf by the undersigned, thereunto duly authorized.

GERON CORPORATION

By: /s/ DAVID L. GREENWOOD
David L. Greenwood
Executive Vice President and Chief Financial Officer
(Duly Authorized Signatory)

Date: April 29, 2005

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EXHIBIT 10.1

CONFIDENTIAL TREATMENT HAS BEEN REQUESTED FOR PORTIONS OF THIS EXHIBIT. THE COPY FILED HEREWITH OMITS THE INFORMATION SUBJECT TO THE CONFIDENTIALITY REQUEST. OMISSIONS ARE DESIGNATED AS *. A COMPLETE, UNREDACTED VERSION OF THIS EXHIBIT HAS BEEN FILED SEPARATELY WITH THE SECURITIES AND EXCHANGE COMMISSION.

DATED 1st March 2005

(1) BIOTECHNOLOGY RESEARCH CORPORATION LIMITED

(2) GERON CORPORATION

JOINT VENTURE AGREEMENT

Baker & Mc. Kenzie
14th Floor Hutchison House
Hong Kong
Telephone: (852) 2846-1888
Fax: (852) 2846-0476

THIS AGREEMENT is made on the 1st day of March 2005 (the **"Effective Date"**)

BETWEEN:

(1) BIOTECHNOLOGY RESEARCH CORPORATION LIMITED, a company incorporated under the laws of Hong Kong whose registered office is at The Hong Kong University of Science and Technology, Clear Water Bay, Kowloon, Hong Kong (**"BRC"**).

(2) GERON CORPORATION, a company incorporated under the laws of the state of Delaware whose registered office is at 230 Constitution Drive, Menlo Park, California 94025, United States of America (**"Geron"**).

RECITALS:

(A) BRC and Geron wish to establish a joint venture company in Hong Kong (the "Company"), for the purposes of carrying on the Business (as defined below). The primary objective of the Company shall be to be commercially successful. The secondary objective of the Company shall be to promote and grow the biotechnology industry and drug development in Hong Kong.

(B) The details of the Company immediately before Completion (as defined below) are set out in Schedule 1.

(C) The Shareholders now wish to invest in and operate the Company as a joint venture for the purposes and on the terms set out below.

(D) Each of the Parties enters into this Agreement in consideration of each of the other Parties entering into this Agreement and accepting the terms, undertakings and covenants contained herein.

TERMS AGREED:

1. <u>Definitions and Interpretation</u>

1.1 In this Agreement and the Recitals, where the context so admits, the following words and expressions shall have the following meanings:

"Affiliated Company"	means in relation to any company, any Associated Company of such company and any company in which such company or any holding company of such company holds or controls directly or indirectly not less than 20% of the issued share capital;

“Agreed Accounting Policies”	means the accounting policies as set out in Schedule 6, with such amendments as may from time to time be agreed in writing by the Shareholders;
“Ancillary Agreements”	means the BRC Licence Agreement, the BRC Services Agreement, the Geron Licence Agreement and the Geron Services Agreement;
“Articles of Association”	means the Articles of Association of the Company, a copy of which is attached as Schedule 3 and any reference to an “Article” shall be a reference to that article of the Articles of Association;
“A Share”	means a class A share of US$1 par value in the share capital of the Company having the rights and benefits and being subject to the restrictions set out in the Articles of Association, which initially shall have the same rights, benefits and restrictions as a B Share (except as to the rights of conversion and redemption that attach only to B Shares);
“Associated Company”	means, in relation to any company, any subsidiary or holding company of that company or any other subsidiary of such holding company (and for this purpose, HKUST shall be deemed to be a holding company of BRC until such time as when BRC ceases to be a subsidiary of HKUST);
“Background IP”	means present or future Intellectual Property other than the Existing IP, a licence under which is necessary for the development and/or commercialisation of products in the Field of Use;
“Board”	means the Company’s board of directors;

"BRC Background IP"	means Background IP owned by or licensed to BRC or HKUST or any Affiliated Companies Controlled by BRC or HKUST, under which BRC or such Affiliated Company of BRC or HKUST is legally permitted to grant licences;
"BRC Director"	means a Director appointed by BRC pursuant to Clause 5.1;
"BRC Existing IP"	means Existing IP owned by or licensed to BRC or HKUST or any Affiliated Companies Controlled by BRC or HKUST under which BRC, HKUST or such Affiliated Company of BRC or HKUST is legally permitted to grant licences;
"BRC Licence Agreement"	means the licence agreement to be entered into between the Company and BRC in the form attached hereto as Schedule 8;
"BRC Services Agreement"	means the services agreement to be entered into between the Company and BRC in the form attached hereto as Schedule 9;
"B Share"	means a class B Share of US$1 par value in the share capital of the Company having the rights and benefits and being subject to the restrictions set out in the Articles of Association, which initially shall have the same rights, benefits and restrictions as an A Share (except as to the rights of conversion and redemption that attach only to B Shares);
"Business"	means the business of the Company as described in Clause 4 and such other business as the Shareholders may agree from time to time (in accordance with Clause 6.1) should be carried on by the Company;
"Business Day"	means a day (other than a Saturday or a Sunday) on which banks are open for business in both Hong Kong and California;

“Collaboration Inventions”	means any and all inventions, discoveries, improvements, modifications, innovations, or Intellectual Property (including without limitation materials and rights therein), whether or not patentable, that are made, created, developed, discovered, conceived, or reduced to practice (i) by an employee of the Company or of either BRC or Geron or any of the Affiliated Companies Controlled by either BRC or Geron in the course of activities in the Collaboration Program, or (ii) by a Third Party or an Affiliated Company of either BRC or Geron which is not Controlled by either BRC or Geron in the performance of a contract in support of the Collaboration Program (but only to the extent that the Company, BRC or Geron or their relevant Affiliated Companies has rights in such invention);
“Collaboration Product”	means any product that is described in, is claimed in, incorporates or contains any Collaboration Technology;
“Collaboration Program”	means the research, development, commercialization, and other activities of the Parties under this Agreement;
“Collaboration Technology”	means Background IP, Existing IP and Collaboration Inventions;
“Companies Ordinance”	means the Companies Ordinance (Chapter 32 of the Laws of Hong Kong);
“company”	means any company or body corporate wherever incorporated;
“Completion”	means completion of the matters referred to in Schedule 2;
“Completion Date”	means a date agreed in writing by the Parties for Completion to take place;

"Control"

a person or persons (each a "controller") shall be taken to have Control of another person ("the controlled person") if one or more of the controllers, whether by law or in fact, has, or is entitled to acquire, the right or the power to secure directly or indirectly that the controlled person's affairs are conducted in accordance with the wishes of the controller and in particular, but without prejudice to the generality of the foregoing, if one or more of the controllers holds:

(i) the greater part of the share capital of the controlled person or of the voting rights attaching to the controlled person's shares; or

(ii) the power to control the composition of any board of directors or governing body of the controlled person;

For the purposes of the foregoing and without limitation there shall be attributed to any controller:

(i) any rights or powers which another person possesses on his behalf or is or may be required to exercise on his direction or behalf; and

(ii) all rights and powers of any body corporate of which any controller alone or together with another or other controllers has control or of any two or more such bodies corporate;

and a "change in Control" shall be deemed to have occurred if any person having previously controlled the relevant person, ceases to do so, or if any person acquires Control of the relevant person;

“Deadlock”	means any situation which has persisted for not less than 90 days in which, by virtue of a substantial disagreement in good faith amongst the Shareholders, whether at Board or Shareholder level or both, and which is manifested by the inability of the Board (or the Shareholders, as the case may be) at three (3) consecutive regular or special meetings to approve an action, the failure to approve which: (i) makes it impossible or impracticable for the Company to conduct the Business, or (ii) makes it impossible or impracticable for the Company to obtain additional capital necessary to sustain the operations of the Company, or (iii) makes it impossible or impracticable for the Company to comply with its material obligations under any material agreements under which it is bound. The Deadlock shall be deemed to have arisen upon written notice of Deadlock given by one Shareholder to the other(s) no earlier than the expiry of the 90-day period referred to above;
“Deed of Adherence”	means a deed in the form attached as Schedule 4 pursuant to which a transferee or allottee of Shares agrees to be bound by all the terms of this Agreement as if it had been a signatory;
“Default Notice”	means the written notice given by the non- defaulting Shareholder to the Defaulter of the occurrence of an Event of Default;

“Defaulter”	means with respect to an Event of Default, the Shareholder who has committed or suffered the Event of Default;
“Derivative Compound”	means any molecule or substance derived by or on behalf of the Company from any Existing Compound, including, without limitation, any modification, purification, analog, or synthetic reproduction of any Existing Compound;
“Director”	means any director of the Company from time to time;
“Effective Date”	means the date of this Joint Venture Agreement as specified on the first page hereof;
“Event of Default”	means the occurrence of any of the following: (i) if (A) a proceeding is commenced in a court of competent jurisdiction and is not dismissed within 30 days, or an order is made by a court of competent jurisdiction or an effective resolution is passed, for the winding-up, insolvency, administration, reorganisation, reconstruction, dissolution or bankruptcy of the Defaulter (in each case, other than in the course of a bona fide reorganisation or restructuring whilst solvent, including without limitation by merger, consolidation, or sale of assets) or for the appointment of a liquidator, receiver, administrator, trustee or similar officer of the Defaulter or of all or substantially all of its business or assets; (B) the Defaulter stops or suspends payments to its creditors generally or is unable or admits its inability to pay its debts as they fall due or enters into any composition or other arrangement with its creditors or is declared or becomes bankrupt or insolvent; or (C) a creditor takes possession of all or substantially all of the

	business or assets of the Defaulter or any execution or other legal process is enforced against all or substantially all of the business or assets of the Defaulter and is not discharged within 30 days; (ii) if the Defaulter is in material breach of its obligations hereunder (or under any of the Ancillary Agreements) and such breach, if capable of remedy, has not been remedied to the reasonable satisfaction of the other Shareholder (or of the Company, in the case of the Ancillary Agreements) at the expiry of 60 days following receipt by the Defaulter of written notice from the non- defaulting Shareholder specifying the breach and reasonably indicating the steps required to be taken to remedy the failure; (iii) if the Defaulter ceases to carry on its business or any substantial part thereof, or disposes of, or any governmental or other authority expropriates, all or substantially all of its business or assets, provided that this shall not apply to a bona fide reorganisation or restructuring of the Defaulter whilst solvent (including without limitation by merger or consolidation or sale of assets); or (iv) if the Defaulter disagrees with the other Shareholder in bad faith in order to create a Deadlock, and either (a) gives a written notice of Deadlock to the other Shareholder based on such bad faith disagreement, or (b) persists in such bad faith disagreement for 60 days after written notice by the other Shareholder that such other Shareholder believes the Defaulter's disagreement is in bad faith;
"Existing Compounds"	means the compounds described in Schedule 12;

"Existing IP"	means the Intellectual Property that exists on the Effective Date to the extent it is directed to TA or TA Compounds;
"Expert"	has the meaning given to it in Clause 19.1;
"Field of Use"	means the use of TA for Human Therapeutics;
"Funding Schedule"	means the funding schedule in Schedule 7 which sets out the capital contributions to be made by each of BRC and Geron to the Company and the timing of such contributions;
"Geron Background IP"	means Background IP owned by or licensed to Geron or any of the Affiliated Companies Controlled by Geron, under which Geron or such Affiliated Company is legally permitted to grant licences or sublicences (as the case may be);
"Geron Director"	means a Director appointed by Geron pursuant to Clause 5.1;
"Geron Existing IP"	means Existing IP owned by or licensed to Geron or any of the Affiliated Companies Controlled by Geron, under which Geron or such Affiliated Company is legally permitted to grant licences or sublicences (as the case may be);
"Geron Licence Agreement"	means the licence agreement dated as of the date hereof between the Company and Geron in the form attached hereto as Schedule 10;
"Geron Services Agreement"	means the services agreement dated as of the date hereof between the Company and Geron in the form attached hereto as Schedule 11;
"HKUST"	means The Hong Kong University of Science and Technology;

“holding company”	has the meaning attributed to it in section 2 of the Companies Ordinance;
“Hong Kong”	means the Hong Kong Special Administrative Region of the People’s Republic of China;
“Human Therapeutics”	means any therapeutic or prophylactic products or applications of products the marketing, use or sale of which in the U. S. requires approval by the U.S. Food and Drug Administration of any such product as a therapeutic or prophylactic drug, biologic or combination product;
“Intellectual Property”	means patents, registered designs, design rights, knowhow, trade marks, service marks, copyrights, trade secrets and other confidential information, Internet domain names of any level, design rights, rights in circuit layouts, topography rights, business names, registrations of, applications to register (including without limitation patent applications) and rights to apply for registration of any of the aforesaid items, rights in the nature of any of the aforesaid items in any country, rights in the nature of unfair competition rights and rights to sue for passing off;
“Joint Operating Committee”	has the meaning given to it in Clause 5.11;
“Licensed Geron Products”	means any and all products within the Field of Use that are sold by Geron or its sublicensees and (a) contain or incorporate any Existing Compound or Derivative Compound, or (b) are created, developed, or result from the use of any Existing Compound or Derivative Compound, or further purification thereof, or from the use of any Geron Trade Secret (as defined in the Geron Licence Agreement);

“Net”	means, in relation to revenue, gross revenue received by the seller, less any applicable sales and value added taxes but excluding income tax and in the case of revenue from sales of products less (a) government- imposed duties, (b) trade or cash discounts and rebates, and (c) shipping, insurance and freight costs borne by the seller and reflected in the relevant invoice;
“Operations Plan”	means the most recent operations plan of the Company approved by the Shareholders in accordance with Clause 14.3, with the first operations plan of the Company to be prepared and presented to the Shareholders for approval before the commencement date of Phase I;
“Parties”	means the parties to this Agreement and “Party” means any one of them including any other person who becomes a Shareholder of the Company and who agrees to be bound by the provisions of this Agreement by executing a Deed of Adherence;
“Phase I”	means the period commencing on the date of commencement of work under the Phase I Work Plan and ending on the date of the completion of the Phase I Work Plan;
“Phase I Work Plan”	means the work plan for Phase I agreed between BRC and Geron attached hereto as Schedule 13 as such work plan may be modified pursuant to this Agreement;
“Phase II”	means the period commencing on the date of commencement of work under the Phase II Work Plan and ending on the date of the completion of the Phase II Work Plan;
“Phase II Work Plan”	means the preliminary draft of the work plan for Phase II agreed between BRC and Geron attached hereto as Schedule 14, as such

	work plan may be modified pursuant to this Agreement;
"PRC"	means the People's Republic of China (but excluding, for the purposes of this Agreement, Hong Kong, Macau and Taiwan);
"Prescribed Price"	means the price per Share (as of the date of the written notice specified under either Clause 8.2, Clause 12.3.1 or Clause 12.4.1) (i) as agreed by the Shareholders, or (ii) in the event the Shareholders do not agree on the Prescribed Price per Share within 30 days of the relevant written notice, as determined by an Expert in accordance with Clause 19 below;
"Prospective Purchaser"	has the meaning given to it in paragraph (C) of Schedule 5;
"Purchase Notice"	has the meaning given to it in paragraph (E) of Schedule 5;
"Recipient"	has the meaning given to it in paragraph (C) of Schedule 5;
"Relevant Percentage"	means, in relation to a Shareholder, a fraction, the numerator of which is the total number of Shares held by that Shareholder at the time in question and the denominator of which is the total number of Shares in issue at that time;
"Relevant Shares"	has the meaning given to it in paragraph (C) of Schedule 5;
"SIAC"	means the Singapore International Arbitration Centre;
"Share"	means any share (of whatever class or denomination) in the share capital from time to time of the Company;

"Shareholder"	means any registered holder of one or more Shares from time to time;
"subsidiary"	has the meaning attributed to it in section 2 of the Companies Ordinance;
"TA"	means directly or indirectly inducing the expression, or increasing the level of expression, or otherwise increasing the activity of endogenous telomerase in a cell or organism;
"TA Compounds"	means compounds that induce TA, including the Existing Compounds;
"Third Party"	means any person other than BRC, Geron or any of their Affiliated Companies;
"Third Party Interest"	means and includes any interest or equity of any person (including any right to acquire, option or right of pre-emption), voting arrangement, mortgage, charge, pledge, bill of sale, lien, deposit, hypothecation, assignment or any other encumbrance, priority or security interest or arrangement or interest under any contract or trust or any other Third Party interest of whatsoever nature over or in the relevant property;
"Transfer Notice"	has the meaning given to it in paragraph (C) of Schedule 5;
"Transferor"	has the meaning given to it in paragraph (C) of Schedule 5;
"U.S."	means the United States of America; and
"US$"	means United States dollars, the lawful currency of the United States of America.

1.2 Save where the context otherwise requires words and phrases the definitions of which are contained or referred to in the Companies Ordinance shall be construed as having the meaning thereby attributed to them.

1.3 Any references, express or implied, to statutes or statutory provisions shall be construed as references to those statutes or provisions as respectively amended or re-enacted or as their application is modified from time to time by other provisions (whether before or after the date hereof) and shall include any statutes or provisions of which they are re-enactments (whether with or without modification) and any orders, regulations, instruments or other subordinate legislation under the relevant statute or statutory provision. References to sections of consolidating legislation shall wherever necessary or appropriate in the context be construed as including references to the sections of the previous legislation from which the consolidating legislation has been prepared.

1.4 References to any document (including this Agreement) are references to that document as amended, consolidated, supplemented, novated or replaced from time to time;

1.5 References in this Agreement to recitals, clauses, paragraphs and schedules are to clauses and paragraphs in and recitals and schedules to this Agreement (unless the context otherwise requires). The Recitals and Schedules to this Agreement shall be deemed to form part of this Agreement.

1.6 Headings are inserted for convenience only and shall not affect the construction of this Agreement.

1.7 References to the Shareholders and the Company include their respective successors and permitted assigns.

1.8 References to **"persons"** shall include any individual, any form of body corporate, unincorporated association, firm, partnership, joint venture, consortium, association, organisation or trust (in each case whether or not having a separate legal personality).

1.9 References to writing shall include any methods of reproducing words in a legible and non-transitory form.

1.10 The masculine gender shall include the feminine and neuter and the singular number shall include the plural and vice versa.

1.11 A document expressed to be " **in the approved terms** " means a document the terms of which have been approved by or on behalf of the Shareholders and a copy of which has been signed for the purposes of identification by or on behalf of the Shareholders.

1.12 In construing this Agreement:

1.12.1 the rule known as the ejusdem generis rule shall not apply and, accordingly, general words introduced by the word "other" shall not be given a restrictive meaning by reason of the fact that they are preceded by words indicating a particular class of acts, matters or things; and

1.12.2 general words shall not be given a restrictive meaning by reason of the fact that they are followed by particular examples intended to be embraced by the general words.

2. Conditions

2.1 This Agreement is conditional upon:

2.1.1 the passing by the directors of BRC and the directors of Geron of a resolution approving this Agreement;

2.1.2 all necessary approvals and consents to the execution of this Agreement and the performance of the transactions hereby contemplated being obtained;

2.1.3 BRC entering into the BRC Services Agreement;

2.1.4 HKUST and BRC entering into the BRC Licence Agreement;

2.1.5 Geron entering into the Geron Licence Agreement and the Geron Services Agreement; and

2.1.6 the Company having been duly incorporated with the details set out in Schedule 1.

2.2 BRC and Geron shall use all reasonable endeavours to ensure that the conditions set out in Clause 2.1 shall be fulfilled by the date referred to in Clause 2.3.

2.3 If the conditions set out in Clause 2.1 shall not have been fulfilled or waived in writing by BRC and Geron within 30 days after the Effective Date, this Agreement (other than Clauses 1, 17, 21, 25, 29, 30, 31 and 34) shall, subject to the liability of either Shareholder to the other in respect of any breaches of the terms hereof, including the obligations under Clause 2.2 antecedent thereto, be null and void and of no effect.

3. Subscription for Shares and Completion

3.1 BRC and Geron shall make their respective capital contributions to the Company in accordance with the provisions of the Funding Schedule.

3.2 Completion, subject to the satisfaction or waiver of the provisions of Clause 2, shall take place on the Completion Date at the time and place agreed by the Parties when all (but not some only) of the events described in Schedule 2 shall be performed.

3.3 If, in any respect, any of the provisions of Schedule 2 are not complied with on the Completion Date by any of the Parties, the remaining Party may at its option defer Completion until 1 April 2005 (and so that the provisions of this Clause shall apply to Completion as so deferred). Unless in such circumstances the remaining Party so defers Completion, this Agreement shall terminate on the Completion Date, but without prejudice to any claim which any Party may have against any other Party for breach of contract.

4. The Business

4.1 The Parties shall procure that the Business shall be the carrying on of the following activities: to conduct research, development and commercialisation of Intellectual Property and technology in the Field of Use, including without limitation the development and commercialisation of the Collaboration Products.

4.2 The Business shall be conducted during Phase I and Phase II in accordance with the Phase I Work Plan and the Phase II Work Plan respectively. The first Operations Plan shall be prepared and presented to the Shareholders for approval before the commencement date of Phase I. After the end of Phase II, the Business shall be conducted in accordance with the business plan approved by the Shareholders from time to time. Each of the Parties shall use its respective reasonable endeavours, without being required to incur any financial obligation (other than as expressly set out in this Agreement), to promote the interests of the Company, to ensure that the Company conducts the Business with energy and efficiency and to facilitate the promotion of the Business. Each Shareholder hereby covenants with the other Shareholder that it shall at all times act in good faith towards the other in connection with this Agreement and in relation to the conduct of the Business and the interests of the Company, and further, shall act in what it reasonably believes to be the best interest of the Company and not act contrary to what it reasonably believes to be the interests of the Company or the Company's conduct of the Business.

5. Directors

5.1 The maximum number of Directors shall be six, unless otherwise agreed in writing by the Shareholders. For so long as BRC and Geron each own 50% of the total issued Shares, BRC shall be entitled to appoint and at any time remove or substitute three BRC Directors and Geron shall be entitled to appoint and at any

time remove or substitute three Geron Directors. At such times as a Shareholder owns (i) at least 10% but less than 25% of the total issued Shares, such Shareholder shall be entitled to appoint and at any time remove or substitute one Director; (ii) at least 25% but not more than 40% of the total issued Shares, such Shareholder shall be entitled to appoint and at any time remove or substitute two Directors; (iii) more than 40% but less than 60% of the total issued Shares, such Shareholder shall be entitled to appoint and at any time remove or substitute three Directors; (iv) at least 60% but not more than 75% of the total issued Shares, such Shareholder shall be entitled to appoint and at any time remove or substitute four Directors; (v) more than 75% but not more than 90% of the total issued Shares, such Shareholder shall be entitled to appoint and at any time remove or substitute five Directors; and (vi) more than 90% of the total issued Shares, such Shareholder shall be entitled to appoint and at any time remove or substitute six Directors.

5.2 A Shareholder may appoint or remove a Director by depositing written notice at the Company's registered office and by sending a copy of the same to the other Shareholder.

5.3 In the event that any Shareholder disposes of all its Shares, such Shareholder shall immediately procure the resignation of all the Directors at the time holding office by reason of their nomination by such Shareholder. In the event that the Relevant Percentage of a Shareholder falls below any of the relevant shareholding thresholds set out in Clause 5.1, such Shareholder shall comply with Clause 5.1 and immediately procure the resignation of the relevant number of Director(s) at the time holding office by reason of their nomination by such Shareholder.

5.4 Any Shareholder removing a Director in accordance with this Clause 5 and the relevant provisions of the Articles of Association shall be responsible for and shall hold harmless the other Shareholder and the Company from and against any claim for damages, loss of office, wrongful dismissal or otherwise arising out of such removal and any reasonable costs and expenses incurred in defending such proceedings including, but without prejudice to the generality of the foregoing, legal costs actually incurred.

5.5 The Board shall meet at least once every financial quarter and as required in accordance with and subject to the Articles of Association. At each meeting of the Board and in respect of each resolution proposed to the Board each Director shall have one vote. Subject to Clause 5.10, Clause 5.11 and Clause 6.1, all resolutions of the Board shall be passed by simple majority vote.

5.6 Unless waived by a majority of the Directors, not less than seven days' notice, which period of notice shall be exclusive of the day on which the notice is served or deemed to be served and the day for which the meeting is called, of all

meetings of the Board shall be given to each Director and shall be accompanied by an agenda of the business to be transacted at such meeting together with all papers to be circulated or presented to the same. Within no more than ten days after each such meeting, a certified copy of the minutes of that meeting shall be delivered to each Director.

5.7 The chairman of the Board (the **"Chairman"**) shall at all times be a Director, with each of Geron and BRC rotating to have the right to appoint and remove the Chairman every twelve months. The first Chairman shall be appointed by Geron. In the case of an equality of votes at any meeting of the Board or of the Shareholders, the Chairman shall not be entitled to a second or casting vote.

5.8 No meeting of the Board may proceed to business nor transact any business unless a quorum is present at the start of and throughout such meeting. A quorum of the Board shall be two BRC Directors and two Geron Directors present in person or represented by an alternate. In the event that a quorum of the Directors is not so present at the start of and throughout a duly convened Board meeting, that meeting shall be adjourned to the same time and place on the same day in the next week or as otherwise agreed by a simple majority of the Directors and a quorum at such adjourned meeting shall consist of two BRC Directors and two Geron Directors present in person or represented by an alternate. In the event that a quorum of the Directors is not so present at the start of and throughout such duly adjourned Board meeting, that meeting shall be further adjourned to the same time and place on the same day in the next week or as otherwise agreed by a simple majority of the Directors and a quorum at such adjourned meeting shall consist of any three Directors present in person or represented by an alternate.

5.9 Each Director may in accordance with and subject to the Articles of Association, appoint an alternate to represent him at meetings of the Board which he is unable to attend. Such alternate shall be entitled to attend and vote at meetings of the Board and to be counted in determining whether a quorum is present. Each alternate director shall have one vote for every Director whom he represents in addition to any vote of his own.

5.10 Subject only to Clause 6.1, a resolution of the Board shall be validly passed if the text of the resolution has been signed or approved by each Director or his alternate in accordance with the Articles. Such resolution shall be sent to each Director and shall require a response within a period specified in the notice of such resolution, being not less than seven days after its date of despatch and no resolution shall take effect until the expiry of such period unless a majority of the Board has waived this requirement.

5.11 Subject only to Clause 6, the business of the Company shall be managed by the Board which may delegate any of its powers, including the day-to-day running of

the Business, to a joint operating committee (the "**Joint Operating Committee**") as described in Clause 7. The Joint Operating Committee shall, in the exercise of the powers so delegated, conform to any regulations that may be imposed on it by the Board. If the Board so authorises or requests, auditors, consultants, advisers and employees shall be permitted to attend and speak at meetings of the Board, but not to vote.

5.12 Directors may participate in a meeting of the Board by means of telephone conference, video conferencing or similar communications equipment whereby all persons participating in the meeting can hear each other and such participation shall constitute presence in person.

5.13 Each Shareholder hereby consents to receiving not less than seven days' notice (or such shorter notice as consented to by the Shareholders in writing) of each Shareholders' meeting, which period of notice shall be exclusive of the day on which the notice is served or deemed to be served and the day for which the meeting is called and each such notice shall specify the business to be transacted thereat. The quorum for Shareholders' meetings shall be at least one duly authorised representative of BRC and at least one duly authorised representative of Geron, with each Share having one vote. A quorum must be present at the beginning of and throughout each meeting. In the event that a quorum of Shareholders is not present at the start of and throughout a duly convened Shareholders' meeting, that meeting shall be adjourned to the same time and place on the same day in the next week and a quorum at such adjourned meeting shall consist of at least one duly authorised representative of BRC and at least one duly authorised representative of Geron, with each Share having one vote. In the event that a quorum of Shareholders is not present at the start of and throughout such duly adjourned Shareholders' meeting, that meeting shall be further adjourned to the same time and place on the same day in the next week and a quorum at such adjourned meeting shall consist of the duly authorised representative of any Shareholder present at such adjourned meeting. The Chairman shall preside as chairman at every Shareholders' meeting. Questions arising at any Shareholders' meeting shall be decided by a simple majority vote of those present or participating via other permitted means and entitled to vote, except where a greater majority is required by the Articles of Association, any agreement between the Shareholders or by any relevant law and in the case of an equality of votes, the Chairman shall not have a casting vote. Shareholders may participate in a Shareholders' meeting by means of telephone conference, video conferencing or similar communications equipment whereby all persons participating in the meeting can hear each other and such participation shall constitute presence in person or by proxy or representative. Shareholders' resolutions may be passed by circular resolutions signed by or on behalf of all the Shareholders.

5.14 Each Shareholder shall exercise or refrain from exercising any voting rights or other powers of control so as to ensure the passing of any and every resolution necessary or desirable to procure that the affairs of the Company are conducted in accordance with the provisions of this Agreement and otherwise to give full effect to the provisions of this Agreement and likewise to ensure that no resolution is passed which does not accord with such provisions.

5.15 The remuneration (if any) of the Directors shall be determined by, and subject to the unanimous approval of, the Shareholders.

6. <u>Prior Approval Required for Certain Board and Shareholders Actions</u>

6.1 Following Completion and save as otherwise provided in this Agreement, the Shareholders shall exercise all voting rights and other powers of control available to them in relation to the Company to procure that the Company and/or the Board shall not, without the prior written approval of BRC and Geron:

6.1.1 make or agree to make any change to the authorised or issued share capital from time to time of the Company or grant any option over or interest in, or issue any instrument carrying rights of conversion into, any other security or share of the Company or redeem or purchase any of its own shares or effect any other re-organisation of its share capital;

6.1.2 permit the registration of any person as a shareholder (whether by way of subscription or transfer) other than as permitted by this Agreement;

6.1.3 make any change to the Company's Memorandum or Articles of Association;

6.1.4 create or, where appropriate, issue any fixed or floating charge, debenture, lien (other than a lien arising by operation of law or in the ordinary course of business) or other mortgage, encumbrance or security over the whole or any part of the undertaking, business, property or assets (tangible or intangible) of the Company, except for the purpose of securing the indebtedness of the Company to its bankers for sums borrowed in the ordinary and proper course of the Business;

6.1.5 permit the Company to incur any indebtedness in excess of that provided in the Operations Plan;

6.1.6 make any loan or advance or give any credit (other than normal trade credit) to any person;

6.1.7 give any guarantee, indemnity or security to secure the liabilities or obligations of any person;

6.1.8 except as otherwise specifically provided for in the Operations Plan, (i) sell, transfer, lease, assign, dispose of or part with control of any interest in all or any material part of the undertaking, business, property or assets (tangible or intangible) of the Company (whether by a single transaction or a series of transactions) or contract to do so or (ii) acquire or contract to acquire any business, property or assets (tangible or intangible) or any interest therein which would, following such acquisition constitute a material part of the business, property or assets of the Company;

6.1.9 set up or close down any branch or office or create, acquire or dispose of any subsidiary or of any shares or any security or any interest in any subsidiary;

6.1.10 take or agree to take any leasehold interest in, or licence over, any land;

6.1.11 enter into any partnership or profit sharing agreement or joint venture with any person;

6.1.12 approve the semi-annual operations plan, budget and capital expenditure programme or make any substantial alteration to the Operations Plan including any material change to the nature and/or geographical area of the Business or take or ratify any action materially in conflict with the Operations Plan;

6.1.13 acquire, purchase or subscribe for any shares, loan stock, debentures, mortgages or securities (or any interest therein) or any other interest in any person;

6.1.14 grant any power of attorney, delegate directors' powers (other than as provided in this Agreement) or fail to comply with any guidelines or directives issued by the Board which are consistent with the remainder of this Agreement;

6.1.15 enter into, vary or terminate any contract or transaction for the disposal or licensing to any other person of any rights in respect of Collaboration Inventions or whereby any person would or might receive remuneration calculated by reference to its income or profits;

6.1.16 make any composition or arrangement with its creditors, move for insolvency, receivership or administration or do or permit or suffer to be done any act or thing whereby the Company may be wound up (whether voluntarily or compulsorily), save as otherwise expressly provided for in this Agreement;

6.1.17 declare or make any dividend or other distribution in cash or in specie and whether out of revenue profits, capital profits or capital reserves save as required by Clause 15;

6.1.18 commence the prosecution or defence of, or settle, any legal or arbitration proceedings other than routine debt collection, except for any such action which involves a Shareholder or any of its Associated Companies and in such case, such Shareholder and its nominated Directors shall not be permitted to vote on such matters;

6.1.19 enter into, vary or terminate any of the Ancillary Agreements (other than in accordance with its terms), any agreement between the Company and any of the Shareholders or any of the Associated Companies of any Shareholder;

6.1.20 establish, cancel, or vary the terms of any pension, retirement, profit sharing, share option, profit related, bonus or incentive scheme;

6.1.21 enter into, effect or vary any claim, disclaimer, surrender, election or consent of a material nature for tax purposes;

6.1.22 change its name or trade under any corporate or trade name;

6.1.23 change its financial year, auditors or registered office;

6.1.24 factor or assign any of its book debts;

6.1.25 open or close any bank account or change the terms of the mandate of any bank account of the Company;

6.1.26 adopt the annual accounts or, otherwise than as required by law, amend the Agreed Accounting Policies;

6.1.27 engage or agree to engage any person as an employee of the Company, set the terms of employment of any such person or vary or terminate the terms of employment of any employee of the Company;

6.1.28. make any gift or political or charitable donation;

6.1.29 file an IND, NDA, or similar application or filing with any U.S. or foreign regulatory agency;

6.1.30 repay any loan made by any Shareholder to the Company, other than pro rata with repayments by the Company of other loans made by the other Shareholders or other than in accordance with the Operations Plan;

6.1.31 incur any capital expenditure or liability in excess of US$100,000 (or the equivalent in any other currency) per transaction, or which when aggregated with previous transactions of a similar nature in any 12 month period would exceed US$100,000 (or the equivalent in any other currency) for that 12 month period, unless expressly provided for in the Operations Plan;

6.1.32 enter into any reorganization, recapitalization, reconstruction of share capital or consolidation or any scheme of arrangement of the Company; and

6.1.33 make any calls upon the Shareholders in respect of all or any part of the monies unpaid on the Shares held by them respectively.

6.2. The Parties shall procure that the Company shall (so far as it is legally able to do so) observe and comply with the provisions, prohibitions and restrictions in this Clause 6.

7. Joint Operating Committee

7.1 The Joint Operating Committee shall consist of two representatives of Geron (one of whom shall serve as Chair) and two representatives of BRC, and shall communicate frequently (at least monthly) in formal or informal meetings and/or telephone conferences.

7.2 Subject to the final authority of the Board, the Joint Operating Committee shall oversee and provide day-to-day management of all aspects of the Collaboration Program and of the development and commercialisation of the Collaboration Products, including without limitation the plans for conducting preclinical and clinical research and development, manufacturing, obtaining regulatory approvals, and sales and marketing of the Collaboration Products. The Joint Operating Committee shall (i) implement the Phase I Work Plan and the Phase II Work Plan as approved by the Board, including defining the specific projects or tasks to be performed, determining the best place to perform each project or task (whether at the Company, Geron, BRC, or elsewhere), determining the appropriate funding

and personnel for each, and monitoring and otherwise managing the performance of each project or task; (ii) if appropriate in the Joint Operating Committee's judgment, propose modifications to the Phase I Work Plan and/or the Phase II Work Plan and submit them to the Board for approval; and (iii) perform such other functions as are assigned to it by the Board.

7.3 The Joint Operating Committee shall seek to achieve unanimity on all issues coming before it. In the event that the Joint Operating Committee is unable to reach a unanimous decision on any issue, then the matter shall be decided by a simple majority vote and in the case of an equality of votes, the Chair of the Joint Operating Committee shall not have a casting vote. If the vote on a matter before the Joint Operating Committee is a tie, any member of the Joint Operating Committee may refer the matter to the Board for decision by a written notice to the Board, with copies to the members of the Board and the Joint Operating Committee, that describes the matter as presented to the Joint Operating Committee.

8. Finance

8.1 In the event that the Company's financial resources are at any stage insufficient to satisfy its working capital requirements as determined by the Board, the Shareholders will at the option of the Board be offered the opportunity, but without any obligation, to either:

8.1.1 advance loans to the Company on a pro rata basis in accordance with their then Relevant Percentage (a "New Advance"); or

8.1.2 subscribe for additional Shares on a pro rata basis in accordance with their then Relevant Percentage (as "New Subscription").

8.2 If either Shareholder (an "Electing Shareholder") elects not to make a New Advance or a New Subscription in accordance with this Clause 8 within a period of twenty-one days from the Board's call therefor, then the other Shareholder shall have the right, upon written notice to the Board and to the Electing Shareholder, to make both its own New Advance or New Subscription and the New Advance or New Subscription of the Electing Shareholder, at the Prescribed Price per Share in the case of New Subscriptions, as of the date of such written notice, and the Shareholders shall procure that the necessary authorisations are given and steps taken for such Shares to be allotted and issued to such other Shareholder.

8.3 Save as provided in this Clause 8 and the Funding Schedule, no Shareholder undertakes to provide any loan or share capital to the Company nor to give any

guarantee, security or indemnity in respect of any of the liabilities or obligations of the Company.

9. Transfer of Shares

9.1 No transfer of any Share to any other party shall be registered before the end of Phase II without the express written consent of the non-transferor Shareholder (to be granted or withheld in its sole discretion) and thereafter only if:

9.1.1 the proposed transferee (if not already bound by the provisions of this Agreement) has entered into a Deed of Adherence; and

9.1.2 such transfer is made in compliance with this Clause 9 and the provisions contained in Schedule 5; and

9.1.3 except where the transfer is in accordance with Clause 9.2, the transferor assigns and the transferee accepts an assignment of the benefit of all or, in the case of a transfer of part of the Shares of a Shareholder a proportionate part, of any loans made to the Company by the transferor or any of its Associated Companies and for the time being outstanding and assumes all the obligations of the transferor in respect of all, or a proportionate part, of any guarantee given by the transferor on behalf of the Company

and save as otherwise provided in this Agreement no Shareholder shall otherwise sell, transfer or dispose of any Share or Shares or any interest therein or create any Third Party Interest in respect thereof.

9.2 Notwithstanding Clause 9.1, the Parties agree that a transfer of all of the Shares owned by a Shareholder to a transferee who is and remains either (i) a wholly-owned subsidiary of the ultimate holding company of the transferor Shareholder; (ii) the ultimate holding company of the transferor Shareholder; or (iii) a wholly-owned subsidiary of the transferor Shareholder, shall be permitted provided that:

9.2.1 the obligations of the transferor Shareholder under this Agreement will remain unaffected by the proposed transfer;

9.2.2 the transferee executes a Deed of Adherence contemporaneously with such transfer; and

9.2.3 the Shares will be re-transferred to the transferor Shareholder (or, at the election of the transferor Shareholder by prior written notice to the other Shareholder, to another transferee that is either (i) a wholly-owned subsidiary of the ultimate holding company of the transferor

Shareholder; (ii) the ultimate holding company of the transferor Shareholder; or (iii) a wholly-owned subsidiary of the transferor Shareholder, in which case this Clause 9.2 shall apply to such transfer of Shares to another transferee) immediately upon the relevant transferee ceasing to be either a wholly-owned subsidiary of the ultimate holding company of the transferor Shareholder, the ultimate holding company of the transferor Shareholder or a wholly-owned subsidiary of the transferor Shareholder, as the case may be.

Each Shareholder shall provide to the other such information as the other may reasonably require to ascertain that the transferee has not ceased to be such a wholly-owned subsidiary.

9.3 The Shareholders will procure that the Directors shall register any transfer of Shares which complies with the provisions of this Clause and Schedule 5.

10. Undertakings not to Compete

10.1 Each of the Shareholders undertakes to and with the Company and the other Shareholder that for as long as it owns any Shares and for a period of * months thereafter (**"the Period"**):

10.1.1 it shall not and it shall procure that none of its Associated Companies shall, other than by means of the Company, either on its own account or in conjunction with or on behalf of any other person, carry on or be engaged, concerned or interested directly or indirectly whether as shareholder, director, employee, partner, agent or otherwise in carrying on any activity or business within the Field of Use;

10.1.2 without the prior written consent of the other Shareholder granted specifically with respect to the individual(s) in question, it shall not and it shall procure that none of its Associated Companies shall either on its own account or in conjunction with or on behalf of any other person, employ, solicit or entice away or attempt to employ, solicit or entice away from the Company or other Shareholder or any Associated Company of the other Shareholder any person who is or shall have been at the date of, or within one year prior to, the commencement of the Period an officer, manager, consultant or employee of the

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Company or other Shareholder or any Associated Company of the other Shareholder including but not limited to any person who had been seconded to the Company, whether or not such person would commit a breach of contract by reason of leaving such employment, provided that nothing in this Clause 10.1.2 shall restrict a Shareholder or its Associated Companies from (a) continuing as the employer of any person who is appointed a director or officer of the Company or who is seconded to the Company, or (b) with respect to any person who is seconded to the Company, re-employing or continuing to employ such person after the expiry of the agreed term of their secondment; and

10.1.3 it shall not in relation to any trade, business or company use a name, word or symbol or its Chinese equivalent in such a way as to be capable of or likely to be confused with the name or symbol of the Company and shall use all reasonable endeavours to procure that no such name shall be used by any person with which it is connected.

10.2 Each and every obligation under this Clause 10 shall be treated as a separate obligation and shall be severally enforceable as such, and in the event of any obligation or obligations being or becoming unenforceable in whole or in part, such part or parts as are unenforceable shall be deleted from this Clause, and any such deletion shall not affect the enforceability of all such parts of this Clause as remain not so deleted.

10.3 While the restrictions contained in this Clause 10 are considered by the Parties to be reasonable in all the circumstances, it is recognised that restrictions of the nature in question may fail for technical reasons and accordingly it is hereby agreed and declared that if any of such restrictions shall be adjudged to be void as going beyond what is reasonable in all the circumstances for the protection of the interest of the Parties but would be valid if part of the wording thereof were deleted or the periods thereof reduced or the range of activities or area dealt with thereby reduced in scope the said restriction shall apply with such modifications as may be necessary to make it valid and effective.

11. Deadlock

11.1 In the event of a Deadlock and the issue by a Shareholder to the other of a notice in writing confirming that a Deadlock exists, the Shareholders shall, if either Shareholder so requests:

11.1.1 within 28 days of the date of such request make or concur in the making of, or procure that their appointees on the Board shall make, a

statutory declaration in the terms mentioned in the relevant statute to place the Company in members' voluntary liquidation (if the state of the Company's affairs admits of the making of such a declaration);

11.1.2 subsequently within the period specified by the relevant statute, convene an Extraordinary General Meeting of the Company to consider the matter from which the Deadlock arose and the passing of a special or extraordinary resolution to place the Company in members' voluntary liquidation (if such a declaration as is mentioned in Clause 11.1.1 has been made) or (in any other case) in creditors' voluntary liquidation; and

11.1.3 where the state of the Company's affairs does not admit of the making of such a declaration as is mentioned in Clause 11.1.1, convene a meeting of the Company's creditors in accordance with the relevant statute to place the Company in creditors' voluntary liquidation.

11.2 If at the Extraordinary General Meeting referred to in Clause 11.1.2, no resolution is carried in relation to the matter from which the Deadlock arose by reason of an equality of votes for and against any proposal for dealing with such matter, the Shareholders shall vote in favour of the special or extraordinary (as the case may be) resolution for winding up the Company.

11.3 Immediately upon the commencement of the winding up of the Company in accordance with Clause 11.1 or Clause 11.2 above, the Ancillary Agreements shall be deemed to be terminated in accordance with the termination provisions thereof and Geron shall grant the following rights:

11.3.1 Geron shall grant to BRC, HKUST and the Associated Companies of HKUST a non-exclusive, non-transferable and fully paid-up licence to use, reproduce and exploit for research purposes (i) all Geron Existing IP; and (ii) all Geron Background IP (including without limitation trade secrets and knowhow) which has been made available to the Company prior to the commencement of the winding up of the Company; and

11.3.2 (i) Geron shall grant to BRC the right to receive royalties equal to *% of Geron's Net worldwide annual revenues (generated after the date of such grant) from sales of Licensed Geron Products or from sublicences granted by Geron under the Geron Existing IP and/or the Geron

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Background IP in the Field of Use until the total amount of such royalty payments received by BRC has equalled the excess of BRC's cash contributions to the Company over Geron's cash contributions to the Company, which royalty payments will be reduced to zero percent on a country-by-country basis when the relevant patents under the Geron Existing IP and the Geron Background IP expire; and (ii) Geron shall grant to BRC the right to receive royalties equal to *% of Geron's subsequent Net worldwide annual revenues from sales of Licensed Geron Products or from sublicences granted by Geron under the Geron Existing IP and/or the Geron Background IP in the Field of Use after the total amount of royalty payments received by BRC under (i) above has exceeded the excess of BRC's cash contributions to the Company over Geron's cash contributions to the Company, but so that the relevant royalty payments under this sub-paragraph (ii) will be reduced to zero percent on a country-by-country basis when the relevant patents under the Geron Existing IP and the Geron Background IP expire.

11.4 For the purposes of Clause 11.3.1, 12.3.2(a) and 12.4.2, the Parties acknowledge and agree that the licence granted by Geron for research purposes includes, without limitation, the following rights:

11.4.1 the right to publish the results of such research;

11.4.2 the right to own all Intellectual Property arising from such research and to file patent applications in respect of all such Intellectual Property; and

11.4.3 the right to commercialise all Intellectual Property arising from such research. The Parties acknowledge that it is possible that commercialisation of such Intellectual Property may require a licence under other Intellectual Property owned or controlled by Geron (including, for example, Geron Existing IP or Geron Background IP), and that nothing in this Clause 11.4 shall be interpreted as granting the licensee any commercialisation rights under any of that other Intellectual Property.

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11.5 Geron shall pay to BRC the royalties specified in Clauses 11.3.2, 12.3.2(b) and 12.3.2(c) on a quarterly basis within 60 days after the end of each calendar quarter. All payments shall be made by wire transfer to the bank account designated by BRC in writing from time to time and shall be considered received on the date such funds actually are received in the account. Geron shall be solely responsible for any and all payments due from its sublicencees. With each payment Geron shall provide BRC with a written report that includes, for each calendar quarter, on a product-by-product and country-by-country basis: (i) the identity and quantity of Licensed Geron Products sold by Geron or its sublicencees; (ii) the identity of the countries in which such sales have been made; (iii) the gross and Net revenues from such sales; and (iv) the gross and Net sublicence revenues received by Geron on a sublicence-by-sublicence basis. After the first such report of sales with respect to any country, the reports shall include that country whether or not Geron or its sublicencees have engaged in any sales in that country during said quarter. Geron shall provide a copy of its audited financial statements for each relevant financial year to BRC as soon as practicable after they are prepared together with a written statement from a director or officer of Geron certifying the amount of the royalties payable to BRC in respect of such financial year. Any discrepancy as to the amount of royalties payable as shown by the audited financial statements for the relevant financial year shall be promptly corrected, within five (5) Business Days after such audited financial statements are made available to Geron, by payment or refund by either Geron or BRC (as appropriate) of the difference in the amount of royalties payable, together with the accrued interest. All payments of royalties by Geron to BRC hereunder shall be made in US$, without any set-off, deduction or withholding of any kind. If Geron is overdue with any payment of royalties to BRC hereunder, then Geron shall be liable to pay interest on the overdue amount at an annual rate of 3% above the prevailing prime lending rate of The Hongkong and Shanghai Banking Corporation Limited, which interest shall accrue on a daily basis from the due date for payment until BRC has received payment of all outstanding sums in full.

11.6 Geron shall keep proper and adequate records and accounts of revenues in sufficient detail to enable the amounts payable to BRC under Clause 11 and Clause 12.3 to be reasonably determined. Geron shall require its sublicencees to keep such records as required by this Clause 11.6 and shall be solely responsible to BRC for such sublicencees' compliance with this Clause 11.6. Upon reasonable notice to Geron, BRC shall have the right to have an independent certified public accountant, selected by BRC and reasonably acceptable to Geron, and under an appropriate obligation of confidentiality, audit Geron's and Geron's sublicencees' records pertaining to sales and sublicences in the Field of Use to verify the amounts payable pursuant to this Agreement; provided, however, that such audit: (i) shall take place during normal business hours; (ii) shall not take

place more frequently than once a year; and (iii) shall not cover such records for more than the preceding five (5) years. Such audit shall be at BRC's expense unless Geron has paid BRC less than ninety percent (90%) of the amount determined to be due for any full calendar year, in which case Geron shall reimburse BRC for all expenses related to such audit. Any discrepancy between the amount of royalties payable as shown by the results of such audit and the amount of royalties actually paid shall be promptly corrected, within ten (10) Business Days after the results of such audit are made available to Geron, by payment or refund, by either Geron or BRC (as appropriate) of the difference in the amount of royalties payable, together with the accrued interest. Geron shall (and shall require its sublicencees to) preserve and maintain all such records and accounts required for audit for a period of at least five (5) years after the quarter to which such records and accounts apply.

11.7 If Geron or any other person is required by any law or regulation to make any deduction or withholding (on account of tax or otherwise) from any payment, Geron shall, or (as the case may be) shall procure that its sublicensee or such other person shall, together with such payment, pay such additional amount as will ensure that BRC receives (free and clear of any tax or other deductions or withholdings) the full amount which it would have received if no such deduction or withholding had been required. Geron shall forward to BRC with its royalty report copies of official receipts or other evidence showing that the full amount of any such deduction or withholding has been paid over to the relevant taxation or other authority.

12. Termination

12.1 This Agreement shall become effective as of the Effective Date and shall continue in full force and effect until terminated in accordance with the provisions herein.

12.2 In the event that either Shareholder shall commit or suffer an Event of Default, the Defaulter shall within five Business Days of the occurrence of such Event of Default notify the non-defaulting Shareholder in writing and the non-defaulting Shareholder shall (whether or not such notice is given by the Defaulter) be entitled but not obliged to give a Default Notice to the Defaulter.

12.3 In the event a Default Notice is given pursuant to Clause 12.2 and the Defaulter is Geron, BRC may elect to do either (but not both) of the following:

12.3.1 BRC may exercise a call option to purchase all, but not less than all, of Geron's Shares (a "Call Option") by serving on Geron, within 30 days of the later of either the date a Default Notice is served on the Defaulter or the expiration of any applicable cure period for the relevant Event of Default without such Event of Default (if capable of

remedy) having been remedied to the reasonable satisfaction of BRC (or of the Company in the case of the Ancillary Agreements), written notice (a "Call Option Notice") of its wish to exercise the Call Option. Upon service of a valid Call Option Notice in accordance with this Agreement, Geron shall be bound to sell all of its Shares to BRC at the Prescribed Price. Completion of the purchase of all of Geron's Shares shall take place no later than 14 days after the date on which the Prescribed Price applicable thereto shall have been determined or, if later, the date on which all governmental and other consents necessary for the purchase of such Shares have been obtained. On the date of completion of the purchase of all of Geron's Shares, Geron and the Company shall enter into the Amendment to Licence Agreement (a copy of which is attached hereto as Schedule 10-A) to amend the Geron Licence Agreement; or

12.3.2 BRC may exercise an option to wind up the Company in accordance with Clauses 11.1 and 11.2 (a "Wind Up Option") by serving on Geron, within 30 days of the later of either the date a Default Notice is served on the Defaulter or the expiration of any applicable cure period for such Event of Default without such Event of Default (if capable of remedy) having been remedied to the reasonable satisfaction of BRC (or of the Company, in the case of the Ancillary Agreements), written notice (a "Wind Up Notice") of its wish to exercise the Wind Up Option. Upon service of a valid Wind Up Notice in accordance with this Agreement, the Ancillary Agreements shall be deemed to be terminated in accordance with the termination provisions thereof and Geron shall grant the following rights:

(a) Geron shall grant to BRC, HKUST and the Associated Companies of HKUST a non-exclusive, non-transferable and fully paid-up licence to use, reproduce and exploit for research purposes, (i) all Geron Existing IP; and (ii) all Geron Background IP (including without limitation trade secrets and knowhow) which has been made available to the Company prior to the commencement of the winding up of the Company; and;

(b) Geron shall grant to BRC the right to receive royalties equal to *% of Geron's Net worldwide annual revenues (generated after the date of such grant) from sales of Licensed Geron Products or from sublicences granted by Geron under the

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Geron Existing IP and/or the Geron Background IP in the Field of Use until the total amount of such royalty payments received by BRC has equalled the excess of BRC's cash contributions to the Company over Geron's cash contributions to the Company, which royalty payments will be reduced to zero percent on a country-by-country basis when the relevant patents under the Geron Existing IP and the Geron Background IP expire; and

(c) Geron shall grant to BRC the right to receive royalties equal to *% of Geron's subsequent Net worldwide annual revenues from sales of Licensed Geron Products or from sublicences granted by Geron under the Geron Existing IP and/or Geron Background IP in the Field of Use after the total amount of royalty payments received by BRC under (b) above has exceeded the excess of BRC's cash contributions to the Company compared with Geron's cash contributions to the Company, but so that the relevant royalty payments under this sub-paragraph (c) will be reduced to zero percent on a country-by-country basis when the relevant patents under the Geron Existing IP and the Geron Background IP expire.

12.4 In the event a Default Notice is given pursuant to Clause 12.2 and the Defaulter is BRC, Geron may elect to do either (but not both) of the following:

12.4.1 Geron may exercise a Call Option to purchase all, but not less than all, of BRC's Shares by serving on BRC, within 30 days of the later of either the date a Default Notice is served on the Defaulter or the expiration of any applicable cure period for such Event of Default without such Event of Default (if capable of remedy) having been remedied to the reasonable satisfaction of Geron (or the Company, in the case of the Ancillary Agreements), a Call Option Notice. Upon service of a valid Call Option Notice in accordance with this Agreement, BRC shall be bound to sell all of its Shares to Geron at the Prescribed Price. Completion of the purchase of all of BRC's Shares shall take place no later than 14 days after the date on which the Prescribed Price applicable thereto shall have been determined or, if later, the date on which all governmental and other consents necessary for the purchase of such Shares have been obtained. Effectively upon the completion of the purchase of all of BRC's Shares, the Geron Licence Agreement shall be amended as mutually agreed between Geron and the Company; or

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12.4.2 Geron may exercise a Wind Up Option by serving on BRC, within 30 days of the later of either the date a Default Notice is served on the Defaulter or the expiration of any applicable cure period for such Event of Default without such Event of Default (if capable of remedy) having been remedied to the reasonable satisfaction of Geron (or the Company, in the case of the Ancillary Agreements), a Wind Up Notice. Upon service of a valid Wind Up Notice in accordance with this Agreement, (a) the Ancillary Agreements shall be deemed to be terminated in accordance with the termination provisions thereof; and (b) Geron shall grant to BRC, HKUST and the Associated Companies of HKUST a non-exclusive, non-transferable and fully paid-up licence to use, reproduce and exploit for research purposes, (i) all Geron Existing IP; and (ii) all Geron Background IP which had been used by the Company in accordance with the Geron Licence Agreement prior to the commencement of the winding up of the Company; and (iii) any Geron Background IP to the extent necessary to use, reproduce and exploit the Geron Existing IP.

13. Effect of Winding Up of the Company or a Shareholder Transferring its Shares

13.1 Save as otherwise provided herein, if the Company is placed in winding up pursuant to the provisions of Clause 11 or Clause 12 or otherwise, then:

13.1.1 the Ancillary Agreements shall be deemed to be terminated in accordance with the termination provisions thereof; and

13.1.2 the provisions of this Agreement (other than Clauses 1, 10, 11.3-11.6,12, 13, 16, 17, 18, 19, 21, 23, 24, 29, 30, 31 and 34) shall cease to have effect save as may be necessary to give effect to the provisions of Clause 11 and Clause 12 or in relation to any antecedent claims which may have arisen between the Parties.

13.2 Save as otherwise provided herein if a Party ceases to be a Shareholder by reason of the transfer of all of its Shares to another Shareholder or person, whether pursuant to Clause 12 or otherwise, then the provisions of this Agreement (other than Clauses 1, 10, 12, 13, 16, 17, 18, 19, 21, 23, 24, 29, 30, 31 and 34) shall cease to have effect in relation to the former Shareholder save as may be necessary to give effect to the provisions of Clauses 11 and 12 respectively or in relation to any antecedent claims which may have arisen between the Parties.

14. Undertakings Regarding the Operations of the Company

14.1 Each of the Shareholders shall procure that the Company shall:

14.1.1 maintain with a well established and reputable insurer adequate liability insurance against all risks usually insured against by companies carrying on the same or similar business to the Business;

14.1.2 keep books of account and therein make true and complete entries of all its dealings and transactions of and in relation to the Business and, where applicable, the business of the Company; such books of account and all other records and documents relating to the business affairs of the Company shall be open to inspection by each of the Shareholders during normal business hours and on reasonable prior notice and they shall be permitted to take and remove copies thereof;

14.1.3 provide each Shareholder with such periodic management accounts and reports as may be agreed upon by the Shareholders, in a form acceptable to the Shareholders;

14.1.4 prepare such accounts in respect of each accounting period as are required by statute such accounts being prepared on an historical cost basis and using the Agreed Accounting Policies and procure that such accounts are audited as soon as practicable and in any event not later than 4 months after the end of the relevant accounting period; and

14.1.5 keep each of the Shareholders fully informed as to all its financial and business affairs and in particular shall provide each of the Shareholders with full details of any actual or prospective material change in such affairs as soon as such details are available.

14.2 The Shareholders shall procure that not later than 30 days before the beginning of each semi-annual financial period, the Board prepares and delivers to them a draft operations plan, incorporating the proposed semi-annual budget and cash flow forecast for the next semi-annual financial period.

14.3 The Shareholders shall within such 30 day period approve the draft operations plan, subject to any amendments which they deem appropriate, whereupon it shall become the Operations Plan for that semi-annual financial period.

14.4 At any time during a semi-annual financial period, the Board may propose to the Shareholders changes to the Operations Plan, to which they shall respond within 30 days of receipt of each such proposal.

15. Distribution Policy

Unless otherwise expressly agreed by each of the Shareholders in writing and in compliance with the applicable laws, the Parties shall procure that the Company distributes to the Shareholders by way of dividend in respect of each of its accounting periods such amount, if any, as shall be determined from time to time by the Board. Any such distribution shall be made within 120 days of the end of the financial year in question or, if later, 21 days after the date of the auditor's report on the relevant accounts, provided that nothing in this Clause 15 shall require the Company to declare any dividend, and that in no event shall the Company declare a dividend of an amount which would prevent it from retaining sufficient working capital to enable it to carry on business in a prudent and business-like manner.

16. Warranties

16.1 Each of BRC and Geron represents and warrants to the other that:

16.1.1 It is duly incorporated;

16.1.2 It has the power to enter into and to exercise its rights and to perform its obligations under this Agreement;

16.1.3 It has taken and will take all necessary action to authorise the execution of and the performance of its obligations under this Agreement;

16.1.4 The obligations expressed to be assumed by it under this Agreement are legal, valid and binding;

16.1.5 Neither the execution nor performance of this Agreement will contravene any provision of:

(a) Any existing law, treaty or regulation;

(b) Its memorandum and articles of association or equivalent constitutive documents; or

(c) Any obligation (contractual or otherwise) which is binding upon it, or upon any of its assets.

17. Confidentiality

17.1 Each Shareholder undertakes to the other and to the Company that it will not and will procure that its respective officers, employees, agents, subsidiaries and other

persons under its Control and the respective officers, employees and agents of each such person, will not during the period of this Agreement, and after its termination (for whatever reason but subject to Clause 18.8 in the event of the winding up of the Company):

17.1.1 save in the proper course of the provision of services on behalf of the Company, use or divulge to any person, or publish or disclose or permit to be published or disclosed, any secret or confidential information relating to the Company or any of the other Shareholders which it has received or obtained, or may receive or obtain (whether or not, in the case of documents, they are marked as confidential); and/or

17.1.2 other than as required by the Company and save as specifically allowed herein, retain, duplicate or remove from the premises of the Company information relating to the Company or the other Shareholder in whatever form (whether written, or recorded in some other form, or oral) which is supplied by the Company or the other Shareholder to it or which comes to its notice during the period of this Agreement,

PROVIDED THAT the obligations of this Clause shall not apply to:

(i) the disclosure of information which the recipient can reasonably demonstrate is in the public domain through no fault of its own;

(ii) the disclosure of information which the recipient can reasonably demonstrate was in its possession prior to the date of this Agreement without any confidentiality obligations, as evidenced by written documents in its files;

(iii) the disclosure of information where the disclosure is required by law, pursuant to a court order or by any recognised stock exchange or governmental or other regulatory body when the Party concerned shall, if practicable, supply an advance copy of the required disclosure to the other Parties and incorporate any additions or amendments reasonably requested by them;

(iv) the disclosure of information in confidence to any professional adviser to any of the Parties for the purposes of obtaining advice or assistance in connection with its obligations or rights, or the obligations or rights of any other Shareholder or the Company hereunder or pursuant to any of the Ancillary Agreements; or

(v) the disclosure of information in confidence to or by any adviser to any of the Parties for the purposes of giving or obtaining advice or acting on behalf of the relevant Party in connection with a matter where disclosure of information is permitted pursuant to the provisions hereof; or

(vi) the disclosure of information by any Party to a potential purchaser of all or any of its Shares which is not a competitor of the Company and which has entered into obligations of confidentiality similar to those contained in this Clause.

17.2 For the purposes of this Clause 17, **"information"** includes, without limitation, the following:

17.2.1 information concerning the affairs or property of the Company or the other Shareholder or any business property or transaction in which the Company or the other Shareholder may be or may have been concerned or interested;

17.2.2 the names and addresses of any client of the Company or the other Shareholder;

17.2.3 information on the terms of this Agreement; or

17.2.4 information relating to the business methods of the Company or the other Shareholder.

18. Intellectual Property

18.1 Subject to the rights of Third Parties in Intellectual Property, the Company shall own all Collaboration Inventions generated by or on behalf of the Company, its employees, secondees and contractors and sub-contractors in the course of carrying out the Business.

18.2 In the case of a Collaboration Invention made by employees, agents or contractors of a Shareholder (alone or in collaboration with others), such Shareholder shall assign to the Company all its right, title and interest in such Collaboration Invention.

18.3 The Shareholders shall procure that the Company shall ensure that, and the Shareholders shall reasonably co-operate to ensure that, employees and secondees (and any contractors and sub-contractors) of the Company shall, where necessary, have agreed to assign to the Company (or assign to the relevant Shareholder for

assignment to the Company under Clause 18.2) their interest in any Collaboration Inventions generated by them in the course of the Business.

18.4 The Shareholders shall reasonably co-operate to ensure that the Company uses all reasonable endeavours to procure the employees and secondees (and any contractors and sub-contractors) of the relevant Shareholder to fully disclose and record all Collaboration Inventions to enable the Company to fully collect, protect, exploit and commercialise the Collaboration Inventions.

18.5 The Shareholders shall reasonably co-operate to ensure that the Company procures that, where necessary, written and irrevocable waivers of any such moral or other non-transferable rights have been given by the employees and secondees (and any contractors and sub-contractors) of the Company and the Shareholders, as the case may be.

18.6 Without limiting any other provision of this Agreement, the Shareholders acknowledge and agree that during the continuance of this Agreement, the Collaboration Inventions shall not be sold, transferred, assigned, licensed or otherwise disposed of by a Shareholder or any member of the Company except in accordance with Clause 6.1.15.

18.7 Each of the Shareholders agrees that any Collaboration Technology owned by a Shareholder or any of its Associated Companies which is made available for the use of the Company (under the BRC Licence Agreement, the Geron Licence Agreement, or otherwise) shall remain the property of the relevant Shareholder or its Associated Company.

18.8 Each Shareholder shall do all things reasonably necessary, co-operate in good faith and provide such assistance as may be necessary and do all things as may be required to disclose, protect, maintain, enforce and/or transfer or assign the Collaboration Inventions, and shall procure that employees and secondees (and any contractors and sub-contractors) of the relevant members of the Company shall co-operate in the provision of such assistance including preparing and signing all forms, applications, documents, agreements and deeds to give effect to and complete the transactions, assignments, and licences contemplated by this Clause 18.

18.9 Upon the commencement of the winding up of the Company, but subject to any other written agreement between the Shareholders, the Company's interests in the Collaboration Inventions and in the Company's confidential information shall be assigned to BRC and Geron jointly and become jointly owned by BRC and Geron, each of whom shall be free to use, reproduce, exploit and commercialise such interests, and to grant licences to Third Parties to do so, without any obligation to account to the other.

18.10 The provisions of this Clause 18 shall survive any termination of this Agreement.

19. Expert Determination of Certain Matters

19.1 Each of BRC and Geron shall in good faith use its best endeavours to agree upon the Prescribed Price within 30 days of the written notice specified under either Clause 8.2, Clause 12.3.1 or Clause 12.4.1. In the absence of agreement by BRC and Geron within such 30 day period, the Prescribed Price for purposes of Clause 8 shall be determined by a director of an independent investment bank of international repute (the "Expert") who shall be selected (i) by agreement of the Shareholders, or (ii) if the Shareholders fail to agree within ten (10) Business Days after either Shareholder requests such selection, by two investment bankers (with each Shareholder having the right to designate one), who shall notify the Shareholders promptly upon making such selection, or (iii) upon request of either BRC or Geron if the two designated investment bankers fail to agree on the appointment of the Expert within ten (10) Business Days after the expiration of the ten (10) Business Day period in sub-clause (ii) above, by the Chairman of SIAC.

19.2 The Expert shall determine the Prescribed Price in accordance with the following procedures:

19.2.1 Within five (5) Business Days after selection of the Expert, each Shareholder may submit to the Expert and to the other Shareholder in writing its proposal for the Prescribed Price ("Proposal");

19.2.2 Within five (5) Business Days after each Shareholder has submitted its Proposal to the Expert, each Shareholder may submit to the Expert and to the other Shareholder concise written facts and arguments (not more than 20 pages) in support of its position;

19.2.3 Within ten (10) Business Days after the date for submission of such written facts and arguments, the Expert may, in his discretion, hold a single meeting with both Shareholders, at a place determined by the Expert and lasting not more than one day, in which to hear directly from the Shareholders and ask them any questions he wishes;

19.2.4 Within ten (10) Business Days after such meeting (or, in the absence of a meeting, after the expiry of the 5 Business Day period for the submission of written facts and arguments), the Expert shall determine the Prescribed Price, based on his professional judgment, and in making his determination, the Expert may, at his sole discretion,

decide whether or not to take into consideration the Shareholders' Proposals and written submissions;

19.2.5 The Expert shall act as an expert and not as an arbitrator and his written determination shall be final and binding on the Shareholders. The Expert shall make his working papers relating thereto available to each Shareholder upon request; and

19.2.6 The costs and expenses of the Expert shall be borne by the Shareholders according to the Relevant Percentages.

20. Mutual Co-operation

20.1 Each of the Shareholders agrees that it will use all reasonable endeavours to promote the business and profitability of the Company.

20.2 Each of the Parties shall do and execute or procure to be done and executed all such acts, deeds, documents and things as may be within its power including in relation to the Shareholders (without prejudice to the generality of the foregoing) the passing of resolutions (whether by the Board or in general meeting or any class meeting of the Company) to give full effect to this Agreement and to procure that all provisions of this Agreement are observed and performed.

20.3 Each of the Shareholders agrees with the other that this Agreement is entered into between them and will be performed by each of them in a spirit of mutual co-operation, trust and confidence and that it will use all means reasonably available to it (including its voting power whether direct or indirect, in relation to the Company) to give effect to the objectives of this Agreement and to ensure compliance by the Company with its obligations.

20.4 Each Shareholder undertakes with the other that whilst it remains a Shareholder, it will not (except as expressly provided for in this Agreement) cast any of the voting rights exercisable in respect of any of the Shares held by it in accordance with the directions, or subject to the consent of, any other person (other than an Associated Company or in the case of BRC, other than The Hong Kong Jockey Club Charities Trust or an Associated Company).

21. Restrictions on Announcements

Each of the Parties undertakes that it will not (save as required by law or any applicable regulatory body) make any announcement in connection with this Agreement unless the other Parties shall have given their respective consents to such announcement (which consents may not be unreasonably withheld and may

be given either generally or in a specific case or cases and may be subject to conditions).

22. No Partnership

Nothing contained or implied in this Agreement shall constitute or be deemed to constitute a partnership between the Parties and save as expressly agreed herein none of the Parties shall have any authority to bind or commit any other Party.

23. Conflict with Articles of Association

The Shareholders hereby agree that if and to the extent that the Articles of Association conflict with the provisions of this Agreement, this Agreement shall prevail for so long as it is in force and each Shareholder shall take all such further steps as may be necessary or requisite to ensure that the provisions of this Agreement shall prevail, including without limitation assisting, on request by either Shareholder, in convening a general meeting and voting in favor of amendments to the Articles of Association to conform with the terms of this Agreement.

24. Remedies

Each Party acknowledges and agrees that if any of them shall breach the warranties, representations, indemnities, covenants, agreements, undertakings, and obligations (for the purposes of this Clause referred to as the **"Agreed Terms"**) on each of their parts contained in this Agreement or any other agreement entered into pursuant to it, damages may not be an adequate remedy in which case the Agreed Terms shall be enforceable by injunction, order for specific performance or such other equitable relief as a court of competent jurisdiction may see fit to award.

25. Costs

Each Party shall pay its own costs and disbursements of and incidental to the preparation and execution of this Agreement.

26. Assignment

Save as otherwise provided herein, the benefits and obligations conferred by this Agreement upon each of the Parties are personal to that Party and shall not be, and shall not be capable of being, assigned, delegated, transferred or otherwise disposed of save with the written consent of each of the other Parties. Notwithstanding the foregoing provisions, Geron may assign this Agreement and the benefits and obligations thereof in connection with the merger or

consolidation of Geron with another company, or the sale of all or substantially all of its assets (or of the portion of its business related to the subject matter of this Agreement) provided that Geron notifies BRC and the Company in writing prior to any such merger or consolidation or sale.

27. Entire Agreement

This Agreement (together with any documents referred to herein or executed contemporaneously by the Parties in connection herewith) constitutes the whole agreement between the Parties and supersedes any previous agreements, arrangements or understandings between them relating to the subject matter hereof. Each of the Parties acknowledges that it is not relying on any statements, warranties or representations given or made by any of them relating to the subject matter hereof, save as expressly set out in this Agreement.

28. Variation

No variation or amendment to this Agreement shall be effective unless in writing signed by authorised representatives of each of the Parties.

29. Notices

Any notice required to be given by any Party to any other Party may be made (i) by hand delivery by Federal Express or comparable private courier service to the other Party's address given herein or such other address as may from time to time be notified for this purpose or (ii) by facsimile transmission to a facsimile number notified in writing by the other Party for this purpose. Any properly addressed notice served by hand shall be deemed to have been served on delivery and any notice served by facsimile transmission shall be deemed to have been served when received, as shown by a confirmed transmission report.

30. Waiver

No failure of any Party to exercise, and no delay in exercising, any right or remedy in respect of any provision of this Agreement shall operate as a waiver of such right or remedy.

31. Severability

If any provision or part of a provision of this Agreement or its application to any Party, shall be, or be found by any authority of competent jurisdiction to be, invalid or unenforceable, such invalidity or unenforceability shall not affect the other provisions or parts of such provisions of this Agreement, all of which shall remain in full force and effect.

32. Counterparts

This Agreement may be entered into on separate engrossments, each of which when so executed and delivered shall be an original but each engrossment shall together constitute one and the same instrument and shall take effect from the time of execution of the last engrossment.

33. Survival of Provisions

All of the provisions of this Agreement shall remain in full force and effect notwithstanding Completion (except insofar as they set out obligations which have been fully performed at Completion).

34. Governing Law and Dispute Resolution

34.1 This Agreement shall be governed by and construed in accordance with the laws of Hong Kong.

34.2 In the event of any dispute arising out of or in connection with this Agreement, including any question regarding its existence, validity, breach or termination, the Parties shall attempt in good faith to reach a resolution satisfactory to all Parties. In the event the Parties do not reach such a resolution within thirty (30) days after the relevant dispute arises (or such longer period as the Parties may agree in writing), then any Party may, by written notice to the other Parties, demand arbitration, and the relevant dispute shall be referred to and finally resolved by arbitration in Singapore in accordance with the Arbitration Rules of SIAC for the time being in force which rules are deemed to be incorporated by reference into this Clause. The tribunal for any arbitration shall consist of three arbitrators to be appointed by the Chairman of SIAC. The language of the arbitration shall be English. Judgment on the award rendered by the arbitrators may be entered in any court having jurisdiction thereof.

Schedule 1
Details of the Company Immediately Prior to Completion

Name:	TA Therapeutics Limited
Authorised Share Capital:	US$36,000 divided into 36,000 Shares of US$1 each
Issued Share Capital:	US$1 divided into 1 Share of US$1 each

Shareholder	Number of Shares
Biotechnology Research Corporation Limited	one (1)

Schedule 2
Completion

On the Completion Date:

1. The Parties will procure that a meeting of the Board shall be held to approve and pass resolutions substantially in the form specified in draft minutes in the approved terms (including resolutions to approve the issue of the A Shares and B Shares as referred to in this Schedule 2 and to adopt the Articles of Association);

2. (i) BRC shall deliver to the Company an unconditional application in writing for the allotment to it for cash (a) at par of * A Shares and * B Shares and shall pay US$11,997 to the Company in full payment for the said A Shares and B Shares and the Company shall accept such subscriptions and shall credit such Shares as fully paid; (b) at an issue price of US$5,988,002 of * A Share and shall pay US$1 to the Company in part payment for the said A Share and the Company shall accept such subscription as so partly paid up; and (c) at an issue price of either US$* if BRC does not make the BRC Phase II Contribution and US$* if BRC does make the BRC Phase II Contribution of one B Share and shall pay US$* to the Company in part payment for the said B Share and the Company shall accept such subscription as so partly paid up;

   (ii) Geron shall deliver to the Company an unconditional application in writing for the allotment to it for cash (a) at par of * A Shares and * B Shares and shall pay US$11,998 to the Company in full payment for the said A Shares and B Shares and the Company shall accept such subscriptions and shall credit such Shares as fully paid; (b) at an issue price of US$1,988,002 of * A Share and shall pay US$1 to the Company in part payment for the said A Share and the Company shall accept such subscription as so partly paid up; and (c) at an issue price of either US$* if Geron does not make the Geron Phase II Contribution and US$* if Geron does make the Geron Phase II Contribution of * B Share and shall pay US$1 to the Company in part payment for the said B Share and the Company shall accept such subscription as so partly paid up;

   (iii) BRC shall deliver duly executed copies of the BRC Licence Agreement and the BRC Services Agreement;

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(iv) Geron shall deliver duly executed copies of the Geron Licence Agreement and the Geron Services Agreement; and

(v) the Company shall deliver duly executed copies of the BRC Licence Agreement, the BRC Services Agreement, the Geron Licence Agreement and the Geron Services Agreement.

3. Subject to completion of the matters referred to in paragraph 2 above, the Parties shall procure that:

(i) The initial nominees of BRC and the initial nominees of Geron shall be appointed as BRC Directors and Geron Directors respectively; and

(ii) the Parties who are also parties to the any of the Ancillary Agreements shall enter into the relevant Ancillary Agreements and the Shareholders shall procure that their relevant Associated Companies and the Company enters into the same.

Schedule 3
The Articles of Association

THE COMPANIES ORDINANCE (Chapter 32)

Company Limited by Shares

Articles of Association

of

TA Therapeutics Limited

Preliminary

1. The regulations contained in Table "A" in the First Schedule to the Companies Ordinance (Cap. 32) shall not apply to the Company.

2. In these Articles, unless the context requires otherwise:

"Affiliated Company" means in relation to any Member, any Associated Company of such Member and any company in which such Member or any holding company of such Member holds or controls directly or indirectly not less than 20% of the issued share capital;

"Articles" means the Articles of Association of the Company for the time being in force;

"A Share" means a class A share of US$1 par value in the share capital of the Company having the rights and benefits and subject to the restrictions set out in these Articles;

"Associated Company" means, in relation to any Member, any subsidiary or holding company of that Member or any other subsidiary of such holding company;

"BRC" means Biotechnology Research Corporation Limited, a company incorporated under the laws of Hong Kong;

"BRC Conversion Event" means either (i) BRC has given notice in writing to Geron and the Company (within the period specified in any agreement in writing between the Members for such notice to be valid) that the total share premium payable for its partly paid B Share shall be US$* and has paid up such premium in full in cash to the Company, and Geron has given notice in writing to BRC and the Company (within the period specified in any agreement in writing between the Members for such notice to be valid) that the total share premium payable for its partly paid B Share shall be US$*; or (ii) BRC has paid to the Company an aggregate share premium of US$* in respect of its * partly paid B Share if BRC has given (or is deemed to have given pursuant to any agreement in writing between the Members) prior notice in writing to Geron and the Company that the total share premium payable for its partly paid B Share shall be US$*;

"B Share" means a class B share of US$1 par value in the share capital of the Company having the rights and benefits and subject to the restrictions set out in these Articles;

"Business Day" means a day (other than a Saturday or a Sunday) on which banks are open for business in both Hong Kong and California;

"Chairman" means the chairman of the board of directors of the Company;

"Collaboration Inventions" means any and all inventions, discoveries, improvements, modifications, innovations, or Intellectual Property (including without limitation materials and rights therein), whether or not patentable, that are made, created, developed, discovered, conceived, or reduced to practice (i) by an employee of the Company or of either BRC or Geron or any of the Affiliated Companies Controlled by either BRC or Geron in the course of activities in the Collaboration Program, or (ii) by a Third Party or an Affiliated Company of either BRC or Geron which is not Controlled by either BRC or Geron in the performance of a contract in support of the Collaboration Program (but only to the extent that the Company, BRC or Geron or their relevant Affiliated Companies has rights in such invention);

"Collaboration Program" means the research, development, commercialisation and other activities of the Company;

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"Control" a person or persons (each a "controller") shall be taken to have Control of another person ("the controlled person") if one or more of the controllers, whether by law or in fact, has, or is entitled to acquire, the right or the power to secure directly or indirectly that the controlled person's affairs are conducted in accordance with the wishes of the controller and in particular, but without prejudice to the generality of the foregoing, if one or more of the controllers holds:

(a) the greater part of the share capital of the controlled person or of the voting rights attaching to the controlled person's shares; or

(b) the power to control the composition of any board of directors or governing body of the controlled person;

For the purposes of the foregoing and without limitation there shall be attributed to any controller:

(a) any rights or powers which another person possesses on his behalf or is or may be required to exercise on his direction or behalf; and

(b) all rights and powers of any body corporate of which any controller alone or together with another or other controllers has control or of any two or more such bodies corporate;

and a "change in Control" shall be deemed to have occurred if any person having previously controlled the relevant person, ceases to do so, or if any person acquires Control of the relevant person;

"Conversion Event" means either a BRC Conversion Event or a Geron Conversion Event, as the case may be;

"Directors" means the Directors of the Company for the time being, the sole Director or as the case may be the Directors assembled as a board or a committee of the board;

"Geron" means Geron Corporation, a company incorporated under the laws of the State of Delaware;

"Geron Conversion Event" means either (i) both Geron has given notice in writing to BRC and the Company (within the period specified in any agreement in writing between the Members for such notice to be valid) that the total share premium payable for its partly paid B Share shall be US$* and has paid up such premium in full in cash to the Company, and BRC has given notice in writing to Geron and the Company (within the period specified in any agreement in writing between the Members for such notice to be valid) that the total share premium payable for its partly paid B Share shall be US$*; or (ii) Geron has paid to the Company an aggregate share premium of US$* in respect of its * partly paid B Share if Geron has given (or is deemed to have given pursuant to any agreement in writing between the Members) prior notice in writing to BRC and the Company that the total share premium payable for its partly paid B Share shall be US$*;

"Hong Kong" shall have the same meaning as defined in the Interpretation and General Clauses Ordinance (Cap.1);

"Intellectual Property" means patents, registered designs, design rights, knowhow, trade marks, service marks, copyrights, trade secrets and other confidential information, Internet domain names of any level, design rights, rights in circuit layouts, topography rights, business names, registrations of, applications to register (including without limitation patent applications) and rights to apply for registration of any of the aforesaid items, rights in the nature of any of the aforesaid items in any country, rights in the nature of unfair competition rights and rights to sue for passing off;

"Member" means a person who is registered as the holder of shares in the capital of the Company;

"Memorandum of Association" means the Memorandum of Association of the Company for the time being in force;

"Month" means calendar month;

"Office" means the registered office for the time being of the Company;

"Ordinance" means the Companies Ordinance (Cap. 32) as modified from time to time;

"Paid up" or "paid" includes credited as paid up or paid;

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"Redemption Event" means the last to occur (determined in accordance with any agreement in writing between the Members) of the following events: (i) BRC has paid to the Company an aggregate share premium of US$* in respect of its *partly paid B Share if BRC has given prior notice in writing to Geron and the Company (within the period specified in any agreement in writing between the Members for such notice to be valid) that the total share premium payable for its partly paid B Share shall be US$*; (ii) BRC has paid to the Company an aggregate share premium of US$* in respect of its * partly paid B Share if BRC has given (or is deemed to have given pursuant to any agreement in writing between the Members) prior notice in writing to Geron and the Company that the total share premium payable for its partly paid B Share shall be US$*; (iii) BRC fails to pay to the Company an aggregate share premium of US$* in respect of its * partly paid B Shares in accordance with the timetable set out in any agreement in writing between the Members, if BRC has given (or is deemed to have given pursuant to any agreement in writing between the Members) prior notice in writing to Geron and the Company that the total share premium payable for its partly paid B Share shall be US$*; (iv) Geron has paid to the Company an aggregate share premium of US$* in respect of its * partly paid B Share if Geron has given prior notice in writing to BRC and the Company (within the period specified in any agreement in writing between the Members for such notice to be valid) that the total share premium payable for its partly paid B Share shall be US$*; (v) Geron has paid to the Company an aggregate share premium of US$* in respect of its * partly paid B Share if Geron has given (or is deemed to have given pursuant to any agreement in writing between the Members) prior notice in writing to BRC and the Company that the total share premium payable for its partly paid B Share shall be US$*; or (vi) Geron fails to pay to the Company an aggregate share premium of U$* in respect of its * partly paid B Share in accordance with the timetable set out in any agreement in writing between the Members, if Geron has given (or is deemed to have given pursuant to any agreement in writing between the Members) prior notice in writing to BRC and the Company that the total share premium payable for its partly paid B Share shall be US$*;

"Register" means the register of Members to be kept pursuant to Ordinance;

"Related Company" means any company that is the Company's subsidiary or holding company or a subsidiary of the Company's holding company;

"Reserve Director" means a person nominated as a reserve Director of the Company under section 153A(6) of the Ordinance;

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“Seal” means the common seal of the Company or, where appropriate, any official seal for use in any particular state, country or territory outside Hong Kong or, where appropriate, any securities seal for use by the Company in accordance with the Ordinance;

“Secretary” means any person appointed to perform the duties of the Secretary of the Company and includes any person appointed to perform such duties temporarily and any duly appointed assistant Secretary;

“Third Party” means any person other than BRC, Geron or any of their Affiliated Companies;

“US$” means United States dollars, the lawful currency of the United States of America;

“Year” means calendar year.

Any provision of these Articles that refers (in whatever words) to:

(a) the Directors;

(b) the Board of Directors;

(c) a majority of the Directors; or

(d) a specified number of percentage of the Directors of the Company

shall, unless the context otherwise requires, apply with necessary modifications in case the Company has only one Director.

Any provision of these Articles that refers (in whatever words) to:

(a) the Members;

(b) a majority of Members; or

(c) a specified number or percentage of Members of the Company

shall, unless the context otherwise requires, apply with necessary modifications in case the Company has only one Member.

Wherever any provision of these Articles (except a provision for the appointment of a proxy) requires that a communication as between the Company, its Directors or Members be effected in writing, the requirement may be satisfied by the communication being given in the form of an electronic record unless the person to whom the communication is given signifies refusal to communications being given to him in that form.

Expressions used in these Articles referring to “writing” or “written” shall, unless the contrary intention appears, be construed as including references to printing, lithography, photography and other modes of representing or reproducing words in a visible form.

Unless the context otherwise requires, words or expressions used in these Articles shall have the same meaning as in the Ordinance or any statutory modification thereof in force at the date at which these Articles become binding on the Company.

The singular includes the plural and vice versa. Words importing any gender include the other genders.

The headings shall not affect the construction of these Articles.

Private Company

3. The Company shall be a private company, and accordingly the following provisions shall have effect:-

   (a) the Company shall not offer any of its shares or debentures to the public for subscription;

   (b) the number of Members (not including persons who are in the employment of the Company and persons who, having been formerly in the employment of the Company, were while in that employment, and have continued after the determination of that employment to be, Members) shall not at any time exceed fifty provided that where two or more persons hold one or more shares in the Company jointly, they shall, for the purposes of this Article, be treated as a single Member; and

   (c) the right to transfer shares in the Company shall be restricted in the manner hereinafter provided.

Shares

4. Subject to the provisions of the Ordinance (and in particular section 57B thereof) and of the Articles relating to new shares, all unissued shares in the Company including any new shares created upon an increase of capital shall be under the control of the Directors who may offer, allot, grant options over or otherwise dispose of them to such persons, on such terms and conditions and at such times as the Directors shall in their sole and absolute discretion think fit, but so that no shares shall be issued at a discount, except in accordance with the provisions of the Ordinance.

5. Subject to the provisions, if any, in that regard in the Memorandum of Association or these Articles, and without prejudice to any special rights previously conferred on the holders of existing shares, any share may be issued with such preferred, deferred, or other special rights, or such restrictions, whether in regard to dividend, voting, return of share capital, or otherwise, as the Company may from time to time by special resolution determine, (or, in the absence of any such determination or so far as the same shall not make specific provision, as the Directors may determine) and any A Share, B Share, preference share or any other share may, with the sanction of a special resolution, be issued on the terms that it is, or at the option of the Company is liable, to be redeemed.

6. The rights conferred upon the holders of the shares of any class shall not, unless otherwise expressly provided by the terms of issue of the shares of that class, be deemed to be varied by the creation or issue of further shares ranking pari passu therewith.

Class Rights

7. The following rights shall attach to the A Shares and the B Shares:

7.1 As regards ranking

A Shares and B Shares shall rank pari passu with each other in all respects.

7.2 As regards voting

Each holder of A Shares and B Shares present in person or by proxy or (in the case of a corporation) by authorised representative at a general meeting of the Company shall have:

(a) on a show of hands, one vote; and

(b) on a poll, the number of votes equal to the number of A Shares and B Shares registered in its name in the register of members of the Company for which the nominal amount and the amount of any premium thereon due at the time of the poll have been paid.

7.3 As regards conversion

7.3.1 *Conversion upon occurrence of Conversion Event.* Upon the occurrence of a BRC Conversion Event, each B Share held by BRC shall be automatically converted without the payment of any additional consideration into a fully paid A Share by such B Share being deemed to be reclassified as an A Share. Upon the occurrence of a Geron Conversion Event, each B Share held by Geron shall be automatically converted

without the payment of any additional consideration into a fully paid A Share by such B Share being deemed to be reclassified as an A Share.

7.3.2 *Number of A Shares upon conversion.* The number of A Shares to which a holder of B Shares shall be entitled upon conversion following the occurrence of the relevant Conversion Event shall be equal to the number B Shares held by such holder of B Shares immediately prior to the occurrence of the relevant Conversion Event.

7.3.3 *Mechanism for conversion.*

(a) The reclassification of a B Share into an A Share pursuant to this Article 7.3 shall not require any action or resolution of the directors, the holder of such Share or any other person. No payment shall be required from the holder of such B Shares to be so converted.

(b) The Company shall not be obliged to issue a certificate(s) evidencing the A Shares into which the B Shares are converted unless the holder of the B Shares: (i) delivers the certificate(s) evidencing the B Shares to be converted to the Company; or (ii) notifies the Company that such certificate(s) have been lost, stolen or destroyed and executes an agreement satisfactory to the Company to indemnify the Company from any loss that it may incur in connection with such certificate(s). Upon conversion of any B Shares into A Shares pursuant to Article 7.3.1 and delivery of the certificate(s) evidencing the B Shares so converted by their holder to the Company (or the indemnity agreement referred to in (ii) above), the Company shall promptly deliver to such holder a certificate(s) in respect of the A Shares into which such conversion has been effected in the name as shown on the certificate(s) evidencing the B Shares so surrendered to the Company.

7.3.4 *Sufficient authorised share capital.* The Company shall ensure that at all times there is a sufficient number of unissued A Shares in its authorised share capital in order to satisfy the conversion rights of the B Shares pursuant to Article 7.3.1.

7.3.5 *Entry into register of members.* Upon the conversion of the B Shares into A Shares, the Company shall enter such Member in its register of members in respect of the relevant number of A Shares arising from such conversion.

7.4 As regards redemption

7.4.1 *Redemption Dates.* Subject to the provisions of this Article 7.4 and applicable laws, each B Share shall be redeemed by the Company upon

the occurrence of the Redemption Event. As soon as practicable after the date of occurrence of the Redemption Event and all relevant entries having been made in the Register in respect of any automatic conversion and reclassification of B Shares into A Shares pursuant to Article 7.3, the Company shall give notice in writing to each holder of B Shares specifying the date of redemption of the B Shares (the **"Redemption Date"**), which shall be as soon as practicable after (but in any event no later than ten Business Days after) the date of occurrence of the Redemption Event or the day on which any conditions required for such redemption to take place as provided for in the Companies Ordinance shall have been satisfied. Subject to the provisions of this Article 7.4, any B Shares which are not converted into A Shares pursuant to the provisions of Article 7.3 on or before the Redemption Date shall be redeemed. Notwithstanding Articles 7.1 and 7.2, with effect from the date of occurrence of the Redemption Event in respect of B Shares pursuant to this Article 7.4.1, the B Shares to be redeemed shall cease to confer any rights to attend or vote at general meetings of the Company in respect of B Shares, or to rank for any dividend in respect of B Shares declared on or after the date of occurrence of the Redemption Event, or to have any right to participate in any return of capital in respect of B Shares in excess of their par value in any winding up of the Company.

7.4.2 *Redemption Price.* The B Shares to be redeemed pursuant to Article 7.4.1 shall be redeemed at a price (the **"Redemption Price"**) equal to their * *.

7.4.3 *Redemption Price is debt due and payable.* Commencing from the Redemption Date, the Redemption Price shall become a debt due and payable by the Company to the relevant holder(s) of the B Shares and the Company shall, subject to receipt of the relevant share certificate(s) or an indemnity in lieu thereof in a form reasonably satisfactory to the Company, pay the Redemption Price to the relevant holder(s) of the B Shares.

7.4.4 *Mechanism for Redemption.* On the Redemption Date, each holder of the B Shares to be redeemed shall deliver to the Company the certificate(s) for such B Shares and the Company shall cancel the same.

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7.5 When Shares Fully Paid. If any share is issued partly paid and, by the terms and conditions on which such share is issued, the amount of any premium payable on such share is to be determined by the holder of such share at any time following such issue in accordance with any agreement in writing between all of the Members, then such share shall be deemed to be fully paid when the nominal amount, and the premium thereon as determined by the holder in accordance with any agreement in writing between all of the Members and such terms of issue, shall have been paid thereon.

7.6 Calls and Forfeiture. If any share is issued partly paid and, by the terms and conditions on which such share is issued, the amount of any premium payable on such share is to be determined by the holder of such share in accordance with any agreement in writing between all of the Members at any time following such issue, then the Company shall not be entitled to make a call in respect of such share in excess of the amount of the nominal amount of such share and the premium thereon as determined by the holder in accordance with any agreement in writing between all of the Members and such terms of issue, and the Company shall not be entitled to forfeit such share if the amounts due thereon in respect of the nominal amount, and the premium thereon as determined by the holder in accordance with any agreement in writing between all of the Members and such terms of issue, shall have been paid.

7.7 Winding-up. If (a) any share is issued partly paid and, by the terms and conditions on which the share is issued, the amount of any premium payable on such share is to be determined by the holder of such share in accordance with any agreement in writing between all of the Members at any time following such issue, and (b) a winding up of the Company (whether voluntarily or otherwise) shall be commenced before the holder of the share has given notice to the Company of its election that the premium payable on the share shall be the lowest amount which such Member may by such terms of issue elect to be payable as the premium payable on such share, and the period specified in any agreement in writing between the Members for the giving of notice of such election has not expired, then the premium payable on such share shall, with effect from the commencement of such winding up and (notwithstanding such terms of issue) without any notice in writing being required from such Member, be deemed to be the lowest amount which such Member would have been entitled by such terms of issue to elect to be payable as the premium payable on such share.

Redemption and Purchase of Shares

8. (A) Subject always to the provisions of the Ordinance, the Company may:

(i) issue shares which are to be redeemed or are liable to be redeemed at the option of the Company or holder;

(ii) purchase its own shares (including any redeemable shares); and

(iii) make a payment in respect of the redemption or purchase of its own shares otherwise than out of profits or the proceeds of a fresh issue of its shares.

(B) Subject to the provisions of Article 7, a share which is liable to be redeemed may be redeemed by the holder or the Company giving not less than thirty days' notice in writing of the intention to redeem such shares specifying the date of such redemption which must be a Business Day.

(C) Subject to the provisions of Article 7, the amount payable on such redemption on each share so redeemed shall be the * * of such share.

(D) Subject to the provisions of Article 7, any share in respect of which notice of redemption has been given shall not be entitled to participate in the profits of the Company in respect of the period after the date specified as the date of redemption in the notice of redemption.

(E) The redemption or purchase of any share shall not be deemed to give rise to the redemption or purchase of any other share.

(F) At the date specified in the notice of redemption or purchase, the holder of the shares being redeemed or purchased shall be bound to deliver up to the Company at its registered office the certificate thereof for cancellation and thereupon the Company shall pay to him the redemption or purchase monies in respect thereof.

(G) The Directors may when making payments in respect of redemption or purchase of shares in accordance with the provisions of this Article, if authorised by the terms of issue of the shares being redeemed or purchased or with the agreement of the holder of such shares, make such payment either in cash or in specie.

General

9. Except as required by law, no person shall be recognised by the Company as holding any share upon any trust, and the Company shall not be bound by or be compelled in any way to recognise (even when having notice thereof) any equitable, contingent, future or partial interest in any share or any other rights in respect of any share except an absolute right to the entirety thereof in the registered holder.

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10. Subject always to the provisions of the Ordinance, the Directors may exercise the power of the Company to purchase or otherwise acquire its own shares and/or warrants upon such terms and subject to such conditions as the Directors may deem fit.

11. Subject always to the provisions of the Ordinance, the Company may give financial assistance for the purpose of or in connection with a purchase made or to be made by any person of, or a subscription for, any shares in the capital of the Company or its holding company, or for the purpose of or in connection with reducing or discharging any liability so incurred.

Register and Share Certificates

12. The Directors shall cause to be kept a Register and there shall be entered therein the particulars required under the Ordinance.

13. (A) Every person whose name is entered as a Member in the Register shall, without payment, be entitled to a certificate under seal specifying the share or shares held by him and the amount paid up thereon, provided that in respect of a share or shares held jointly by several persons the Company shall not be bound to issue more than one certificate, and delivery of a certificate for a share to one of several joint holders shall be sufficient delivery to all.

(B) If a share certificate is defaced, lost or destroyed, it may be renewed on payment of such fee, if any, not exceeding one dollar, and on such terms, if any, as to evidence and indemnity, as the Directors think fit.

14. If any share shall stand in the names of two or more persons, the person first named in the Register shall be deemed the sole holder thereof as regards service of notices and, subject to the provisions of the Articles, all or any other matters connected with the Company, except the transfer of such share.

Lien

15. The Company shall have a first and paramount lien on every share (not being a fully paid share) for all moneys (whether presently payable or not) called or payable at a fixed time in respect of that share, and the Company shall also have a first and paramount lien on all shares (other than fully paid shares) standing registered in the name of a single person for all monies presently payable by him or his estate to the Company and whether the same shall have been incurred before or after notice to the Company of any equitable or other interest of any person other than such Member and whether the period for the payment or discharge of the same shall have actually arrived or not and notwithstanding that the same are joint debts or liabilities of such Member or his estate

and any other person, whether a Member or not. Notwithstanding the foregoing, the Directors may at any time declare any share to be wholly or in part exempt from the provisions of this Article. The Company's lien, if any, on a share shall extend to all dividends, bonuses and distributions payable in respect thereof.

16. The Company may sell, in such manner as the Directors think fit, any shares on which the Company has a lien, but no sale shall be made unless some sum in respect of which the lien exists is presently payable, nor until the expiration of 14 days after a notice in writing, stating and demanding payment of such part of the amount in respect of which the lien exists as is presently payable, has been given to the registered holder for the time being of the share, or the person entitled thereto by reason of the death, mental disorder or bankruptcy of the registered holder.

17. For giving effect to any such sale the Directors may authorise some person to transfer the shares sold to the purchaser thereof. The purchaser shall be registered as the holder of the shares comprised in any such transfer and he shall not be bound to see to the application of the purchase money, nor shall his title to the shares be affected by any irregularity or invalidity in the proceedings in reference to the sale.

18. The net proceeds of the sale shall be received by the Company and applied in payment of such part of the amount in respect of which the lien exists as is presently payable, and the residue shall (subject to a like lien for sums not presently payable as existed upon the shares prior to the sale) be paid to the person entitled to the shares at the date of the sale.

Calls on Shares

19. Subject to the provisions of Article 7 and Article 102(gg), the Directors may from time to time, or at times determined in accordance with any agreement in writing between the Members, make such calls as they think fit upon the Members in respect of all or any part of the monies unpaid on the shares held by them respectively (whether on account of the nominal value of the shares and/or by way of premiums) and not by the conditions of allotment thereof made payable at fixed times and each Member shall (subject to receiving at least 14 days' notice specifying the time or times of payment) pay to the Company at the time or times so specified the amount called on his shares. A call shall be deemed to have been made when the resolution of the Directors authorising such call is passed and may be made payable by instalments. A call may be revoked or postponed as the Directors may determine. A person upon whom a call is made shall remain liable on such call notwithstanding any subsequent transfer of the shares in respect of which the call was made.

20. The joint holders of a share shall be jointly and severally liable to pay all calls and instalments due in respect of such share or other monies due in respect thereof.

21. The Directors may from time to time at their discretion extend the time fixed for any call and may extend such time as regards all or any of the Members whom, by reason of residence outside Hong Kong or other cause, the Directors may deem entitled to any such extension.

22. If a sum called in respect of a share is not paid before or on the day appointed for payment thereof, the person from whom the sum is due shall pay interest upon the sum at the rate of 20 per cent per annum from the day appointed for the payment thereof to the time of the actual payment, but the Directors shall be at liberty to waive payment of that interest wholly or in part.

23. No holder of a partly paid share shall be entitled to receive any dividend or bonus or to be present and vote (save as proxy for another Member who is entitled) at any general meeting, either personally or by proxy or authorised representative or be reckoned in a quorum or to exercise any other privilege as a holder of a share unless all calls and instalments due from him to the Company in respect of such partly paid share, whether alone or jointly with any other person, together with interest and expenses (if any) shall have been paid.

24. Any sum (whether on account of the nominal value of the share or by way of premium) which by the terms of issue of a share becomes payable upon allotment or at any fixed date or on dates determined in accordance with any agreement in writing between the Members shall for all the purposes of the Articles be deemed to be a call duly made, notified and payable on the date on which by the terms of issue the same becomes payable. In case of non-payment all the relevant provisions of the Articles as to payment of interest, forfeiture or otherwise shall apply as if such sum had become payable by virtue of a call duly made and notified.

25. The Directors may make arrangements on the issue of shares for differences in the amount of calls to be paid and in the times of payment between one holder and another.

26. The Directors may, if they think fit, receive from any Member willing to advance the same all or any part of the monies uncalled and unpaid upon any shares held by him and upon all or any of the monies so advanced may (until the same would, but for such advance, become presently payable) pay interest at such rate (not exceeding, without the sanction of the Company in general meeting, 6 per cent per annum) as may be agreed upon between the Member paying the sum in advance and the Directors. The Directors may at any time repay the amount so advanced or any part thereof upon giving to such Member not less than one month’s notice in writing of their intention to do so, unless before the expiration of such notice the amount proposed to be repaid shall have been called up on the shares in respect of which it was advanced in which event the same shall be applied in or towards satisfaction of the call under the applicable provisions of the Articles.

Forfeiture of Shares

27. If a Member fails to pay in full any call or instalment of a call on the day appointed for the payment thereof, the Directors may at any time thereafter serve a notice on him requiring payment of so much of the call or instalment as is unpaid, together with any interest which may have accrued and which may accrue up to the date of payment and all other costs, charges and expenses incurred or suffered by the Company in connection with the failure to pay any call.

28. The notice shall name a further day (not earlier than 14 days after the date of service of the notice) on or before which the payment required by the notice is to be made, and shall state that in the event of non-payment at or before the time appointed the shares in respect of which the call was made will be liable to be forfeited.

29. If the requirements of any such notice as aforesaid are not complied with, any share in respect of which the notice has been given may at any time thereafter, before the payment required by the notice has been made, be forfeited by a resolution of the Directors to that effect. Such forfeiture shall include all dividends declared in respect of the forfeited shares but not paid before forfeiture. The Directors may accept a surrender of any share liable to be forfeited hereunder and, in such case, references in these Articles to forfeiture shall include surrender.

30. Until cancelled in accordance with the requirements of the Ordinance, any share so forfeited shall be deemed to be the property of the Company and may be sold, reallotted or otherwise disposed of either to the person who was, before the forfeiture, the holder thereof or entitled thereto or to any other person on such terms and in such manner as the Directors think fit and at any time before a sale or disposition thereof the forfeiture may be cancelled on such terms as the Directors think fit.

31. A person whose shares have been forfeited shall cease to be a Member in respect of the forfeited shares, but shall, notwithstanding, remain liable to pay to the Company all monies which, at the date of forfeiture, were presently payable by him to the Company in respect of the shares (together with interest thereon at the rate of 20 per cent per annum from the date of forfeiture if the Directors think fit to enforce payment of such interest and all other costs, charges and expenses incurred and suffered by the Company in connection with the failure to pay any call), but his liability shall cease if and when the Company shall receive payment in full of all such monies in respect of the shares. For the purposes of this Article, any sum which by the terms of issue of a share is payable thereon at a fixed time or at a time determined in accordance with any agreement in writing between the Members which time is subsequent to the date of forfeiture, whether on account of the nominal value of the share and/or by way of premium, shall, notwithstanding that such time has not yet arrived be deemed to be payable at the date of forfeiture and the same shall become due and payable immediately

upon the forfeiture but interest thereon shall only be payable in respect of any period between the said fixed time and, if later, the date of actual payment.

32. A statement in writing from a Director or the Secretary that a share in the Company has been duly forfeited or surrendered on a date stated in the statement, shall be conclusive evidence of the facts therein stated as against all persons claiming to be entitled to the share. The Company may receive the consideration, if any, given for the share on any sale or disposition thereof and may, subject to the restrictions contained in the Articles execute a transfer of the share in favour of the person to whom the share is sold or disposed of, and he shall thereupon be registered as the holder of the share, and shall not be bound to see to the application of the purchase money, if any, nor shall his title to the share be affected by any irregularity or invalidity in the proceedings in reference to the forfeiture, sale or disposal of the share.

33. When any share shall have been forfeited, notice of the resolution shall be given to the Member in whose name it stood immediately prior to the forfeiture and an entry of the forfeiture, with the date thereof, shall forthwith be made in the Register.

34. (A) Notwithstanding any such forfeiture as aforesaid, the Directors may at any time, before any shares so forfeited shall have been sold, reallotted or otherwise disposed of, permit the shares forfeited to be redeemed upon the terms of payment of all calls and interest due upon and expenses incurred in respect of the shares and upon such further terms (if any) as they think fit.

(B) The forfeiture of a share shall not prejudice the right of the Company to any call already made or instalment payable thereon.

(C) The provisions of these Articles as to forfeiture shall apply in the case of non-payment of any sum which, by the terms of issue of a share, becomes payable at a fixed time or at a time determined in accordance with any agreement in writing between the Members, whether on account of the nominal value of the share or by way of premium, as if the same had been payable by virtue of a call duly made and notified.

Transfer of Shares

35. (A) All transfers of shares shall be effected by transfer in writing in any usual or common form or in any other form acceptable to the Directors and may be under hand only.

(B) The instrument of transfer shall be signed by or on behalf of both the transferor and the transferee.

(C) The transferor shall remain the holder of the shares concerned until the name of the transferee is entered in the Register in respect thereof.

36. (A) The Directors in their absolute discretion and without assigning any reason therefor may decline to register any transfer of shares which are not fully paid and shall refuse to register any transfer of shares if registration thereof would cause the number of Members to exceed the number permitted under these Articles. The Directors shall not register a transfer to a person who is known to them to be an infant, bankrupt or person of unsound mind provided that the Directors shall not be bound to enquire into the age or soundness of mind of any transferee or whether or not he is a bankrupt.

(B) Save as provided in paragraph (I) of this Article and subject to any agreement in writing between all of the Members no transfer or disposal of any shares or any interest in any shares shall be made by a Member except in compliance with the following provisions of this Article and no Member shall otherwise sell, mortgage, charge or otherwise dispose of or encumber any shares or assign or otherwise purport to deal with the beneficial interest therein or any right in relation thereto separate from the legal interest.

(C) A Member shall be entitled to transfer its shares to a Third Party who has made a bona fide offer therefor provided that before transferring its shares such Member (the **"Transferor"**) shall give a notice in writing (a **"Transfer Notice"**) to the other Member (the **"Recipient"**) that it desires to transfer the same. The Transfer Notice shall specify:

(i) the number of shares which the Transferor wishes to transfer (which may be all or part only of the shares then held by the Transferor) (the **"Relevant Shares"**);

(ii) the name of the Third Party who has made the bona fide offer for the Relevant Shares (the **"Prospective Purchaser"**);

(iii) the price which the Prospective Purchaser has offered for the Relevant Shares; and

(iv) details of any other material terms of the offer made by the Prospective Purchaser and any other material terms or circumstances known to the Transferor which affect or may affect the offer.

(D) The Recipient may within a period of one month after the Transfer Notice is given require the Transferor to produce to it such further evidence as it may reasonably require to enable it to establish the bona fides of the offer by the Prospective Purchaser.

(E) The Recipient shall be entitled within a period of three months after the Transfer Notice is given, or, if later, the provision to it of such further evidence, to serve a purchase notice (a **"Purchase Notice"**) on the Transferor requiring it to sell the Relevant Shares to it at the same price and on the same terms as those offered by the Prospective Purchaser (as set out in the Transfer Notice).

(F) Subject to paragraph (H) of this Article, if the Recipient serves a Purchase Notice within the said three month period referred to in paragraph (E), the Transferor shall be bound upon payment to transfer such of the Relevant Shares to the Recipient as he has applied for. The purchase shall be completed at a place and time to be appointed by the Directors being not less than three days nor more than ten days after the Purchase Notice is served and the Directors shall be bound to register the transfer.

(G) If the Recipient has not served a Purchase Notice within the period referred to in paragraph (E), the Transferor shall be entitled to sell the Relevant Shares to the Prospective Purchaser at the price and on the terms set out in the Transfer Notice provided that if such sale is not completed within six months after the Transfer Notice is given the right to sell the Relevant Shares to the Prospective Purchaser shall lapse. The Directors shall be bound to register a transfer effected pursuant to this paragraph (G).

(H) If Purchase Notices shall have been served in respect of part only of the Relevant Shares, the Transferor shall be entitled to sell the remaining Relevant Shares to the Prospective Purchaser in accordance with the provisions of paragraph (G) of this Article or by notice in writing to the Recipient may withdraw all the Relevant Shares from sale in which event the Transfer Notice shall be deemed to have been withdrawn and no transfers shall take place.

(I) The restrictions contained in paragraph (B) of this Article shall not apply to any transfer:

(i) by any Member of all of its shares to (i) a wholly-owned subsidiary of the ultimate holding company of the transferor Member; (ii) the ultimate holding company of the transferor Member; or (iii) a wholly-owned subsidiary of the transferor Member; or

(ii) by the sole Member; or

(iii) to which the consent in writing of all the Members for the time being is given.

(J) For the purpose of ensuring that a transfer of shares is a permitted transfer or that no circumstances have arisen whereby a Transfer Notice is required to be given or to be deemed to have been given hereunder the Directors may from time to time require any Member or any person named as transferee in any transfer lodged for registration to furnish to the Company such reasonable information and evidence as the Directors may think fit regarding any matter which they may deem relevant to such purpose. Failing such information or evidence being furnished to the reasonable satisfaction of the Directors within a reasonable time after request, the Directors shall be entitled to refuse to register the transfer in question or (in case no transfer is in question) to require by notice in writing that a Transfer Notice be given in respect of the shares concerned. If such information or evidence discloses that a Transfer Notice ought to have been given in respect of any shares the Directors may by notice in writing require that a Transfer Notice be given in respect of the shares concerned.

37. Every instrument of transfer shall be left at the Office for registration accompanied by the certificate of the shares to be transferred and such other evidence as the Directors may require to prove the title of the transferor or his right to transfer the shares. If the Directors refuse to register a transfer they shall within 2 months after the date on which the transfer was lodged with the Company send to the transferor and transferee notice of the refusal. All instruments of transfer which are registered may be retained by the Company but any instrument of transfer which the Directors may decline to register shall (except in the case of fraud) be returned to the person depositing the same together with the share certificate within 2 months after the date on which the transfer was lodged with the Company.

38. The Register may be closed during such time or times as the Directors may from time to time think fit (not exceeding a total of 30 days in any year).

Untraced Shareholders

39. The Company may sell any shares in the Company if:

(i) all cheques or warrants, being not less than 3 in total number, or any sum payable in cash to the holder of such shares in respect of them sent in the manner authorised by these Articles have remained uncashed for a period of 12 years;

(ii) the Company has not at any time during the relevant period received any indication of the existence of the Member or of any person who is entitled to such shares; and

(iii) the Company has caused an advertisement to be inserted in at least one leading English language and one leading Chinese language daily Hong Kong newspaper giving notice of its intention to sell such shares and a period of 3 months has elapsed since the date of such advertisement.

To give effect to any such sale the Directors may authorise any person to transfer the said shares and an instrument of transfer signed or otherwise executed by or on behalf of such person shall be as effective as if it has been executed by the registered holder or the person entitled by transmission to such shares, and the purchaser shall not be bound to see to the application of the purchase monies nor shall his title to the shares be affected by any irregularity or invalidity in the proceedings relating to the sale. The net proceeds of the sale shall belong to the Company and upon receipt by the Company of such net proceeds it shall become indebted to the former Member for an amount equal to such net proceeds. No trust shall be created in respect of such debt and no interest shall be payable in respect of it and the Company shall not be required to account for any monies earned from the net proceeds which may be employed in the business of the Company or as it thinks fit. Any sale under this Article shall be valid and effective notwithstanding that the Member holding the shares sold is dead, bankrupt or otherwise under any legal disability or incapacity.

Transmission of Shares

40. In case of the death of a Member, the survivor or survivors where the deceased was a joint holder, and the legal personal representatives of the deceased where he was a sole holder, shall be the only persons recognised by the Company as having any title to his interest in the share provided that nothing herein contained shall release the estate of the deceased (whether a sole or joint holder) from any liability in respect of any share which had been jointly held by him with other persons.

41. Any person to whom the right to any share has been transmitted by operation of law may, upon such evidence being produced as may from time to time properly be required by the Directors and subject as hereinafter provided, elect either to be registered himself as holder of the share or to have some person nominated by him registered as the transferee thereof, but the Directors shall, in either case, have the same right to decline or suspend registration as they would have had in the case of a transfer of the share by that Member before the event giving rise to the transmission. The merger of any two or more corporations under the laws of one or more foreign countries or states shall constitute a transmission by operation of law for the purposes of this Article.

42. If the person so becoming entitled shall elect to be registered himself, whether in whole or in part, he shall deliver or send to the Company a notice in writing signed by him stating that he so elects. If he shall elect to have another person registered, he shall testify his election by executing to that person a transfer of the relevant shares. All the limitations, restrictions and provisions of the Articles (except paragraphs (B) – (I) (inclusive) of Article 36) relating to the right to transfer and the registration of transfers of shares shall be applicable to any such notice or transfer as aforesaid as if the transmission had not occurred and the notice or transfer were a transfer signed by the registered holder.

43. Any person to whom the right to any share has been transmitted by operation of law shall be entitled to the same dividends and other advantages to which he would be entitled if he were the registered holder of the share. Provided always that the Directors may at any time give notice requiring any such person to elect either to be registered himself or to transfer the share, and if the notice is not complied with within 90 days the Directors may thereafter withhold payment of all dividends, bonuses or other monies payable in respect of the share until the requirements of the notice have been complied with but, subject to the requirements of Article 66 being met, such person may vote at meetings of the Company.

44. Any person to whom the right to any shares in the Company has been transmitted by operation of law shall, if the Directors refuse to register the transfer, be entitled to call on the Directors to furnish within 28 days a statement of the reasons for the refusal.

Alteration of Capital

45. Subject to Article 102, the Company may from time to time by ordinary resolution increase the share capital by such sum, to be divided into shares of such amount, as the resolution shall prescribe.

46. Except so far as otherwise provided by the conditions of issue or by these Articles, any new shares issued as a consequence of an alteration of capital shall be subject to the same provisions with reference to the payments of calls and instalments, liens, transfer, transmission, forfeiture, cancellation, surrender, voting and otherwise as the shares in the original capital.

47. Subject to Article 102, the Company may by ordinary resolution:-

(a) consolidate and divide all or any of its share capital into shares of a larger amount than its existing shares;

(b) sub-divide its existing shares, or any of them, into shares of a smaller amount than is fixed by the Memorandum of Association subject, nevertheless, to the provisions of section 53(1)(d) of the Ordinance; and

(c) cancel any shares which, at the date of the passing of the resolution, have not been taken or agreed to be taken by any person.

48. Subject to Article 102, the Company may by special resolution reduce its share capital, any capital redemption reserve fund or any share premium account in any manner prescribed by law.

General Meetings

49. The Company shall in each year hold a general meeting as its annual general meeting in addition to any other meetings in that year, and shall specify the meeting as such in the notices calling it, and not more than 15 months shall elapse between the date of one annual general meeting of the Company and that of the next. Provided that so long as the Company holds its first annual general meeting within 18 months of its incorporation, it need not hold it in the year of its incorporation or in the following year. The annual general meeting shall be held at such time and place as the Directors shall appoint. All general meetings other than annual general meetings shall be called extraordinary general meetings.

50. The Directors may, whenever they think fit, convene an extraordinary general meeting, and extraordinary general meetings shall also be convened on such requisition, or in default may be convened by such requisitionists, as provided by section 113 of the Ordinance. If at any time there are not within Hong Kong sufficient Directors capable of acting to form a quorum, any Director or any 2 Members who are entitled to attend and vote at a general meeting may convene an extraordinary general meeting in the same manner as nearly as possible as that in which a meeting may be convened by the Directors.

Notice of General Meetings

51. An annual general meeting and a meeting called for the passing of a special resolution shall be called by 21 days' notice in writing at the least, and a meeting of the Company other than an annual general meeting or a meeting for the passing of a special resolution shall be called by 14 days' notice in writing at the least or such shorter notice as consented to by the Members in writing. The notice shall be exclusive of the day on which it is served or deemed to be served and of the day for which it is given, and shall specify the place, the day and the hour of meeting and, in case of special business, the general nature of that business. The notice convening an annual general meeting shall specify the meeting as such and the notice convening a meeting to pass a special resolution shall specify the intention to propose the relevant resolution as a special resolution.

52. All business shall be deemed special that is transacted at an extraordinary general meeting and at an annual general meeting, with the exception of sanctioning a dividend, the reading, consideration and adoption of accounts, balance sheets, and the reports of the Directors and the auditors, the election of Directors in the place of those retiring at the meeting, the appointment of the auditors (where special notice of the resolution for such appointment is not required by the Ordinance) and the fixing, or the determination of the method of fixing, of the remuneration of the auditors.

53. Subject to the foregoing Article, the notice of every general meeting shall be given in the manner hereinafter mentioned or in such other manner, if any, as may be prescribed by the Company in general meeting to such persons as are under the Articles entitled to receive such notices from the Company provided that subject to the provisions of the Ordinance a meeting of the Company shall, notwithstanding that it is called by shorter notice than that specified in this Article, be deemed to have been duly called if it is so agreed:

    (a) in the case of a meeting called as the annual general meeting, by all the Members entitled to attend and vote thereat; and

    (b) in the case of any other meeting, by a majority in number of the Members having a right to attend and vote at the meeting, being a majority together holding not less than 95 per cent in nominal value of the shares giving that right.

54. The accidental omission to give notice of a meeting to, or the non-receipt of notice of a meeting by, any person entitled to receive notice shall not invalidate the proceedings at any meeting.

55. In cases where instruments of proxy are or are to be sent out with notices, the accidental omission to send such instruments of proxy to or the non-receipt of such instruments of proxy by any person entitled to receive notice shall not invalidate any resolution passed or any proceedings at any such meeting.

Proceedings at General Meetings

56. For all purposes the quorum for a general meeting shall be at least one duly authorised representative of BRC and at least one duly authorised representative of Geron. If the Company has only one Member, the sole Member present in person or by proxy shall constitute a quorum. No business shall be transacted at any general meeting unless the requisite quorum shall be present at the commencement of the meeting provided that the absence of a quorum shall not preclude the appointment, choice or election of a chairman which shall not be treated as part of the business of the meeting.

57. If within 15 minutes from the time appointed for the meeting a quorum is not present, the meeting shall stand adjourned to the same day in the next week and at such time and place as shall be decided by the Directors and if at the adjourned meeting a quorum is not present within 15 minutes from the time appointed for the meeting, at least one duly authorised representative of BRC and at least one duly authorised representative of Geron shall be a quorum and may transact the business for which the meeting was called. In the event that a quorum is not present at the start of and throughout such duly adjourned meeting of the Members, that meeting shall be further adjourned to the same time and place on the same day in the next week and a quorum at such adjourned meeting shall consist of the duly authorised representative(s) of any Member or Members present at such adjourned meeting and the business for which the meeting was called may be transacted.

58. Each Director shall be entitled to attend and speak at any general meeting of the Company and at any separate meeting of the holders of any class of shares in the Company.

59. The Chairman shall preside as chairman at every general meeting of the Company. If at any meeting the Chairman is not present within 15 minutes after the time appointed for holding the meeting, the Member or Members present shall choose one of their number to be chairman.

60. The chairman may, with the consent of any meeting at which a quorum is present and shall if so directed by the meeting, adjourn the meeting from time to time (or sine die) and from place to place, but no business shall be transacted at any adjourned meeting other than the business left unfinished at the meeting from which the adjournment took place. Where a meeting is adjourned sine die, the time and place for the adjourned meeting shall be fixed by the Directors. When a meeting is adjourned for 21 days or more, not less than 7 days' notice of the adjourned meeting shall be given in like manner as in the case of the original meeting. Save as aforesaid it shall not be necessary to give any notice of an adjournment or of the business to be transacted at an adjourned meeting.

61. At any general meeting a resolution put to the vote of the meeting shall be decided on a show of hands, unless a poll is (before or on the declaration of the result of the show of hands) demanded by any Member entitled to vote present in person or by proxy or representative and, unless a poll is so demanded, a declaration by the chairman that a resolution has, on a show of hands, been carried, or carried unanimously, or by a particular majority, or lost, and an entry to that effect in the book of the proceedings of the Company, shall be conclusive evidence of the fact, without proof of the number or proportion of the votes recorded in favour of or against that resolution.

62. If an amendment shall be proposed to any resolution under consideration but shall in good faith be ruled out of order by the Chairman of the meeting the proceedings on the

substantive resolution shall not be invalidated by any error in such ruling. In the case of a resolution duly proposed as a special resolution no amendment thereto (other than a mere clerical amendment to correct a patent error) may in any event be considered or voted upon.

63. All questions submitted to a meeting shall be decided by a majority of votes except where a greater majority is required by the Articles or by the Ordinance or by any agreement in writing between the Members. In the event of an equality of votes the Chairman shall not have a casting vote.

64. A poll demanded on the election of a chairman or on a question of adjournment shall be taken forthwith at the meeting and without adjournment. A poll demanded on any other question shall be taken at such time (being not later than 30 days after the date of the demand) and place as the chairman of the meeting directs and the result of the poll shall be deemed to be the resolution of the meeting at which the poll was demanded. The demand for a poll may be withdrawn with the consent of the chairman at any time before the close of the meeting or the taking of the poll, whichever is the earlier.

65. (A) Subject to the provisions of the Ordinance, a resolution in writing signed by all Members for the time being entitled to receive notice of and attend and vote at general meetings (or being corporations, by a Director thereof or by their duly authorised representative) shall be treated as a resolution duly passed at a general meeting of the Company duly convened and held, and, where relevant, as a special resolution so passed. Any such resolution may consist of several documents in the like form, each signed by one or more persons.

(B) Subject to the provisions of the Ordinance, all general meetings may be held by means of video conference or by other lawful electronic means and in such manner as may be agreed by the Company in general meeting. All the provisions in these Articles as to general meetings shall, mutatis mutandis, be applicable.

(C) (1) Where the Company has only one Member and that Member takes any decision that may be taken by the Company in general meeting and that has effect as if agreed by the Company in general meeting, he shall (unless that decision is taken by way of a written resolution agreed in accordance with section 116B of the Ordinance) provide the Company with a written record of that decision within 7 days after the decision is made.

(2) Where the sole Member provides the Company with a written record of a decision in accordance with Article 65(C)(1), that record shall be

sufficient evidence of the decision having been taken by the sole Member.

(3) The Company shall cause a record of all written records provided to the Company in accordance with this Article to be entered into a book kept for that purpose in the same way as minutes of proceedings of a general meeting of the Company.

Votes of Members

66. Subject to the rights or restrictions for the time being attached to any class or classes of shares, on a show of hands every Member present in person or by proxy or representative shall have one vote, and on a poll every Member present in person or by proxy or representative shall have one vote for each share of which he is the holder and which is paid up as to all amounts due on such share. A person entitled to cast more than one vote upon a poll need not use all his votes or cast all the votes he uses in the same way.

67. Any person entitled under Article 42 to be registered as a Member may vote at any general meeting in respect thereof in the same manner as if he were the registered holder of such shares provided that at least 48 hours before the time of the holding of the meeting or adjourned meeting (as the case may be) at which he proposes to vote, he shall satisfy the Directors of his right to be registered as the holder of such shares or the Directors shall have previously admitted his right to vote at such meeting in respect thereof.

68. In the case of joint holders the vote of the senior who tenders a vote, whether in person or by proxy or by representative, shall be accepted to the exclusion of the votes of the other joint holders; and for this purpose seniority shall be determined by the order in which the names stand in the Register. Several executors or administrators of a deceased Member in whose name any share stands shall for the purposes of this Article be deemed joint holders thereof.

69. If (a) any objection shall be raised to the qualification of any voter or (b) any votes have been counted which ought not to have been counted or which might have been rejected or (c) any votes are not counted which ought to have been counted, the objection or error shall not vitiate the decision of the meeting or adjourned meeting on any resolution unless the same is raised or pointed out at the meeting or, as the case may be, the adjourned meeting at which the vote objected to is given or tendered or at which the error occurs. Any objection or error shall be referred to the chairman of the meeting and shall only vitiate the decision of the meeting on any resolution if the chairman decides that the same may have affected the decision of the meeting. The decision of the chairman on such matters shall be final and conclusive.

70. Any Member entitled to attend and vote at a meeting of the Company shall be entitled to appoint another person as his proxy to attend and vote instead of him. On a poll votes may be given either personally or by proxy. A proxy need not be a Member of the Company. A Member may appoint more than one proxy to attend on the same occasion.

71. The instrument appointing a proxy shall be in writing under the hand of the appointor or of his attorney duly authorised in writing, or, if the appointor is a corporation, either under seal, or under the hand of an officer or attorney duly authorised. The signature on such instrument need not be witnessed.

72. The instrument appointing a proxy and the power of attorney or other authority, if any, under which it is signed or a notarially certified copy of that power or authority shall be deposited:

    (a) not less than 48 hours before the meeting at the Office or at the place or one of such places (if any) as maybe specified for the purpose in or by way of note to the notice convening the meeting or in any notice of any adjourned meeting or, in either case, in any document sent therewith or in the instrument of proxy issued by the Company; or

    (b) immediately before the commencement of the meeting or adjourned meeting or poll to which the proxy relates (as the case may be) at which the person named in the instrument proposes to vote at the place at which the meeting or adjourned meeting is convened and in default the instrument of proxy shall not be treated as valid. Delivery of an instrument appointing a proxy shall not preclude a Member from attending and voting in person at the meeting or poll concerned.

73. No instrument appointing a proxy shall be valid after the expiration of 12 months from the date of its execution unless it states that it is valid, for all meetings whatsoever until revoked with the exception that any instrument may be used at any adjournment of the meeting for which it was originally intended.

74. The instrument appointing a proxy to vote at a general meeting shall be deemed to confer authority to demand or join in demanding a poll and to vote on any amendment of a resolution put to the meeting for which it is given as the proxy thinks fit.

75. A vote given in accordance with the terms of an instrument of proxy shall be valid notwithstanding the previous death of the principal or the revocation of the proxy or transfer of the share in respect of which the proxy is given provided that no intimation in writing of the death, revocation or transfer has been received at the Office or such other place as was specified for the deposit of proxies or by the chairman of the meeting before the vote is given.

76. An instrument appointing a proxy may be in any usual or common form or in any other form which the Directors may approve and may be expressed to be valid for a particular meeting or generally until revoked.

77. Any corporation which is a Member may, by resolution of its directors or other governing body, authorise such person as it thinks fit to act as its representative at any meeting or of any class of Members, and the person so authorised shall be entitled to exercise the same powers on behalf of the corporation which he represents as that corporation could exercise if it were an individual Member.

Directors

78. Unless otherwise determined by the Company in general meeting, the number of Directors shall not be less than the minimum required by the Ordinance nor more than six. The first Directors shall be determined in writing by the subscriber to the Memorandum of Association. A Director shall not be required to hold any shares in the Company by way of qualification.

79. (A) For so long as BRC and Geron each hold 50% of the total issued shares which carry voting rights at general meetings of the Company, each of BRC and Geron may at any time and from time to time by notice in writing signed by him or them delivered to the Office appoint and/or remove or substitute any three persons as Directors. Any such notice may be signed on behalf of a corporate Member by a director thereof or by its duly authorised representative. Any such notice may consist of several documents in the like form, each signed by one or more persons. At such times as a Member owns (i) at least 10% but less than 25% of the total issued shares, such Member shall be entitled to appoint and at any time remove or substitute one Director; (ii) at least 25% but not more than 40% of the total issued shares, such Member shall be entitled to appoint and at any time remove or substitute two Directors; (iii) more than 40% but less than 60% of the total issued shares, such Member shall be entitled to appoint and at any time remove or substitute three Directors; (iv) at least 60% but not more than 75% of the total issued shares, such Member shall be entitled to appoint and at any time remove or substitute four Directors; (v) more than 75% but not more than 90% of the total issued shares, such Member shall be entitled to appoint and at any time remove or substitute five Directors; and (vi) more than 90% of the total issued shares, such Member shall be entitled to appoint and at any time remove or substitute six Directors.

(B) Subject to the provisions of paragraph (A) above, the Company in general meeting may by ordinary resolution appoint any person to be a Director for such term as may be resolved or remove any existing Director. Special notice is required of a resolution to remove a Director or to appoint

somebody in place of a Director so removed at the meeting at which he is removed in accordance with the Ordinance.

(C) Subject to the provisions of paragraph (A) above, the Directors may appoint any person to be a Director as an additional Director or to fill a casual vacancy provided that any person so appointed shall hold office only until the conclusion of the next following annual general meeting and shall then be eligible for re-election.

(D) Any appointment of a Director pursuant to this Article shall be ineffective if such appointment would have the result that the number of Directors exceeds the number fixed in accordance with Article 78.

80. The Directors shall be entitled to receive by way of remuneration for their services such sum as shall from time to time be determined by all the Members, such sum (unless otherwise unanimously directed by the Members) to be divided amongst the Directors in such proportions and in such manner as the Directors may agree or, failing agreement, equally, except that if any Director holding office for less than the whole of the relevant period in respect of which the remuneration is paid shall only rank in such division in proportion to the time during such period for which he has held office.

81. Any Director who holds any executive office or who serves on any committee, or who otherwise performs services which in the opinion of the Directors are outside the scope of the ordinary duties of a Director, may be paid such extra remuneration by way of salary, commission or otherwise as the Directors may determine.

82. The Directors may repay to any Director all such reasonable expenses as he may incur in attending and returning from meetings of the Directors or of any committee of the Directors or general meetings or otherwise in or about the business of the Company.

83. The office of a Director shall be vacated if the Director:

(a) becomes bankrupt or has a receiving order made against him or suspends payment or makes any arrangement or composition with his creditors generally;

(b) becomes a lunatic or of unsound mind or a patient for any purpose of any statute relating to mental health and the Directors resolve that his office be vacated;

(c) (not being a Director appointed to an office in the management or business of the Company under Article 88(A) whose contract precludes resignation) resigns his office by notice in writing to the Company;

(d) is convicted of an indictable offence;

(e) has his office vacated or becomes prohibited from being a Director under any of the provisions of the Ordinance or any order made under the Ordinance;

(f) absents himself from the meetings of the Directors during a continuous period of 6 months, without special leave for absence from the Directors and his alternate Director (if any) shall not during such period have attended in his stead and the Directors pass a resolution that his office be vacated by reason of such absence; or

(g) shall be removed from office by a Member or the Members in accordance with Article 79(A) or (B).

84. The Company shall keep a register in which there shall be entered the particulars required by the Ordinance in respect of the Directors, the Secretary and reserve Director, and shall from time to time notify the Registrar of Companies of any change that takes place in such particulars as required by the Ordinance.

Powers and Duties of Directors

85. The business of the Company shall be managed by the Directors who, without limiting the generality of the foregoing, may pay all expenses incurred in setting up and registering the Company and may exercise all such powers of the Company as are not required, by the Ordinance or by the Articles, to be exercised by the Company in general meeting subject, nevertheless, to such regulations as may be prescribed by the Company in general meeting being not inconsistent with any of the Articles or the provisions of the Ordinance; but no regulation made by the Company in general meeting shall invalidate any prior act of the Directors which would have been valid if that regulation had not been made. The general powers given by this Article shall not be limited or restricted by any special authority or power given to the Directors by any other Article. A meeting of the Directors at which a quorum is present may exercise all powers exercisable by the Directors.

86. The Directors may establish and maintain or procure the establishment and maintenance of any contributory or non-contributory pension or superannuation funds or death or disability benefits for the benefit of, or give or procure the giving of donations, gratuities, pensions, allowances or emoluments to, any persons who are or were at any time in the employment or service of the Company or of any company which is a subsidiary of the Company or is allied or associated with the Company or with any such subsidiary company or who are or were at any time Directors or officers of the Company or of any such other company as aforesaid and holding or who have held any salaried employment or office in the Company or such other company and the wives,

widows, families and dependants of any such persons. The Directors may also establish and subsidise or subscribe to any institutions, associations, clubs or funds calculated to be for the benefit of or to advance the interests and well-being of the Company or of any such other company as aforesaid or of any such persons as aforesaid and may make payments for or towards the insurance of any such persons as aforesaid and subscribe or guarantee money for charitable or benevolent objects or for any exhibition or for any public, general or useful object. The Directors may do all or any of the matters aforesaid, either alone or in conjunction with any such other company as aforesaid. Any Director holding any such employment or office shall be entitled to participate in and retain for his own benefit any such donation, gratuity, pension, allowance or emolument.

87. The Directors may from time to time and at any time by power of attorney or otherwise appoint any company, firm or person or any fluctuating body of persons, whether nominated directly by the Directors, to be the attorney or attorneys of the Company for such purposes and with such powers, authorities and discretions (not exceeding those vested in or exercisable by the Directors under the Articles) and for such period and subject to such conditions as they may think fit, and any such power of attorney may contain such provisions for the protection and convenience of persons dealing with any such attorney as the Directors may think fit, and may also authorise any such attorney to sub-delegate all or any of the powers, authorities and discretions vested in him.

88. (A) The Directors may from time to time appoint one or more of their body to the office of managing director or joint managing director on such terms and for such period as they may determine and, without prejudice to the terms of any contract entered into in any particular case, may at any time revoke any such appointment. Such appointment shall automatically determine if the holder ceases to be a Director but without prejudice to any claim for damages for breach of any contract of service between him and the Company.

(B) The Directors may entrust to and confer upon a managing director or joint managing director any of the powers exercisable by them as Directors upon such terms and conditions and with such restrictions as they think fit, and either collaterally with or to the exclusion of their own powers and may from time to time revoke, withdraw, alter or vary all or any of such powers. The managing director or joint managing directors shall receive such remuneration (either by way of salary, commission, participation in profits, or otherwise howsoever) as the Directors may determine.

89. The Directors shall cause minutes to be duly entered in books provided for the purpose:

(a) of all appointments of officers made by the Directors;

(b) of the names of the Directors present at each meeting of the Directors and of any committee of Directors;

(c) of all declarations made or notices given by any Director (either generally or specially) of his interest in any contract or proposed contract or of his holding of any office or property whereby any conflict of duty or interest may arise; and

(d) of all resolutions, written records and proceedings of general meetings of the Company and of meetings of the Directors and any committee of Directors;

and any such minutes of any general meeting of the Company or any meeting of the Directors or of any committee of Directors shall be signed by the chairman of such meeting or by the chairman of the next succeeding meeting and if so signed shall be receivable as prima facie evidence of the matters stated therein.

Borrowing Powers

90. The Directors may exercise all powers of the Company to borrow money, to give guarantees and to mortgage or charge the undertaking, property and uncalled capital of the Company and to issue debentures and other securities, whether outright or as collateral security for any debt, liability or obligation of the Company or of any third party.

Directors' Interests

91. (A) A Director may be or become a director or other officer of, or otherwise interested in, any company promoted by the Company or in which the Company may be interested as vendor, shareholder or otherwise and, subject to the Ordinance, no such Director shall be accountable to the Company for any remuneration or benefits received by him as a director or officer of, or from his interest in, such other company unless the Company otherwise directs. The Directors may exercise the voting powers conferred by the shares in any other company held or owned by the Company or exercisable by them as directors of such other company in such manner in all respects as they think fit (including the exercise thereof in favour of any resolution appointing themselves or any of them as directors or other officers of such company) and any Director may vote in favour of the exercise of such voting rights in the manner aforesaid notwithstanding that he may be, or about to be, appointed a director or other officer of such a company and that as such he is or may become interested in the exercise of such voting rights in the manner aforesaid.

(B) A Director may hold other office or place of profit under the Company (other than the office of auditor) in conjunction with his office of Director for such period and on such terms as to remuneration (whether by way of salary, commission, participation in profits or otherwise) as the Directors may determine and no Director or intending Director shall be disqualified by his office from contracting with the Company either with regard to his tenure of any such office or place of profit or as vendor, purchaser or otherwise nor shall any such contract or any contract or arrangement entered into by or on behalf of the Company in which any Director is in any way interested (whether or not such contract or arrangement is with any person, company or partnership of or in which any Director shall be a member) be liable to be avoided on that account nor shall any Director so contracting or being so interested be liable to account to the Company for any profit realised by any such contract or arrangement by reason of such Director holding that office or of the fiduciary relationship thereby established provided that such Director shall forthwith disclose the nature of his interest in any contract or arrangement in which he is interested as required by and subject to the provisions of the Ordinance and the Articles. A Director may vote in respect of any resolution concerning his own appointment as the holder of any office or place of profit with the Company (including the arrangement or variation of the terms thereof or the termination thereof).

(C) A Director who is in any way, whether directly or indirectly, materially interested in a contract, arrangement or transaction or proposed contract, arrangement or transaction with the Company and which is of significance in relation to the Company's business shall declare the nature of his interest at the earliest meeting of the Directors at which it is practicable for him to do so, in accordance with the Ordinance. A general notice to the Directors by a Director stating that, by reason of facts specified in the notice, he is to be regarded as interested in contracts, arrangements or transactions or proposed contracts, arrangements or transactions of any description which may subsequently be made or contemplated by the Company shall be deemed for the purposes of this Article to be a sufficient declaration of his interest, so far as attributable to those facts, in relation to any contract, arrangement or transaction or proposed contract, arrangement or transaction of that description which may subsequently be made or contemplated by the Company, but no such general notice shall have effect in relation to any contract, arrangement or transaction or proposed contract, arrangement or transaction unless it is given before the date on which the question of entering into the same is first taken into consideration on behalf of the Company.

(D) Provided such disclosure is made as aforesaid, a Director shall be entitled to vote in respect of any contract or arrangement in which he is interested and

to be counted in the quorum present at the meeting at which such contract or arrangement is considered.

(E) If any question shall arise at any meeting as to the materiality of a Director's interest or the significance of a contract, arrangement or transaction or proposed contract, arrangement or transaction or as to the entitlement of any Director to vote or form part of a quorum and such question is not resolved by his voluntarily agreeing to abstain from voting, such question shall be referred to the chairman of the meeting and his ruling in relation to any Director (other than himself) shall be final and conclusive except in a case where the nature or extent of the interests of the Director concerned as known to such Director have not been fairly disclosed.

(F) The Company may by Ordinary Resolution suspend or relax the provisions of this Article to any extent or ratify any transaction not duly authorised by reason of a contravention of this Article.

(G) Any Director may act by himself or his firm in a professional capacity for the Company, and he or his firm shall be entitled to remuneration for professional services as if he were not a Director provided that nothing herein contained shall authorise a Director or his firm to act as auditor to the Company.

(H) (1) Subject to the provisions of Article 91(H)(2), in case the Company has only one Member and the Company enters into a contract with that Member and that Member is also a Director of the Company, unless the contract is in writing, the terms of the contract shall be set out in a written memorandum within 7 days after the contract is made and the memorandum shall be kept at the same place where the books containing the minutes of the meetings of the Directors are kept.

(2) Article 91(H)(1) does not apply to contracts entered into in the ordinary course of the Company's business.

Proceedings of Directors

92. The Directors may meet together for the dispatch of business, adjourn, and otherwise regulate their meetings, at least once every financial quarter and as they think fit. At any time any Director may, and the Secretary on requisition of any Director shall, summon a meeting of Directors. Any Director may waive notice of any meeting and any such waiver may be given prospectively or retrospectively. Subject to Article 93(A) and Article 102, questions arising at any meeting shall be decided by resolution passed by a simple majority of votes and in the event, of an equality of votes the Chairman shall not have a second or casting vote.

93. (A) A resolution in writing signed by all the Directors for the time being shall be as valid and effectual as if it had been passed at a meeting of the Directors duly convened and held. Any such resolution may consist of several documents in like form each signed by one or more of the Directors.

(B) (1) In case the Company has only one Director and that Director takes any decision that may be taken in a meeting of the Directors and that has effect as if agreed in a meeting of the Directors, he shall (unless that decision is taken by way of a resolution in writing) provide the Company with a written record of that decision within 7 days after the decision is made in accordance with the Ordinance.

(2) Where the Director provides the Company with a written record of a decision, that record shall be sufficient evidence of the decision having been taken by the Director.

(3) The Company shall cause a record of all written records provided to the Company to be entered into a book kept for that purpose in the same way as minutes of proceedings of a meeting of the Directors.

94. Meetings of the Directors may be held by means of conference telephone, video conference or by such lawful electronic means and in such manner as may be agreed by the Directors. All the provisions in these Articles as to Directors' meetings shall, mutatis mutandis, be applicable.

95. No meeting of the Directors may proceed to business nor transact any business unless a quorum is present at the start and throughout such meeting. The quorum of a Directors' meeting shall be two Directors appointed by BRC and two Directors appointed by Geron, present in person or represented by an alternate. In the event that a quorum of the Directors is not so present at the start of and throughout a duly convened meeting of Directors, that meeting shall be adjourned to the same time and place on the same day in the next week or as otherwise agreed by a simple majority of the Directors and a quorum at such adjourned meeting shall consist of two Directors appointed by BRC and two Directors appointed by Geron present in person or represented by an alternate. In the event that a quorum of the Directors is not so present at the start of and throughout such duly adjourned meeting of Directors, that meeting shall be further adjourned to the same time and place on the same day in the next week or as otherwise agreed by a simple majority of the Directors and a quorum at such adjourned meeting shall consist of any three Directors present in person or represented by an alternate . Any Director who ceases to be a Director at a Directors' meeting may continue to be present and to act as a Director and be counted in the quorum until the termination of the Directors' meeting if no other Director objects and if otherwise a quorum of Directors would not be present.

96. The continuing Directors may act notwithstanding any vacancy in their body, but, if and so long as their number is reduced below the number fixed by or pursuant to the Articles as the necessary quorum of Directors, the continuing Directors may act for the purpose of increasing the number of Directors to that number, or of summoning a general meeting of the Company, but for no other purpose.

97. The Chairman shall at all times be a Director, with each of Geron and BRC rotating to have the right to appoint and remove the Chairman every twelve months. In the case of an equality of votes at any meeting of the Board or of the Members, the Chairman shall not be entitled to a second or casting vote. If at any meeting the Chairman is not present within 10 minutes after the time appointed for holding the same, the Directors present may choose one of their number to be chairman of the meeting.

98. The Directors may delegate any of their powers to committees consisting of such member or members of their body as they think fit; any committee so formed shall in the exercise of the powers so delegated conform to any regulations that may be imposed on it by the Directors.

99. A committee may elect a chairman of its meetings; if no such chairman is elected, or if at any meeting the chairman is not present within 10 minutes after the time appointed for holding the same, the members present may choose one of their number to be chairman of the meeting.

100. (A) All acts done by any such committee in conformity with such regulations and in fulfilment of the purposes for which it is appointed, but not otherwise, shall have the like force and effect as if done by the Directors and the Directors shall have power, with the consent of the Company in general meeting, to remunerate the members of any special committee and charge such remuneration to the current expenses of the Company.

(B) The meetings and proceedings of any such committee consisting of two or more members shall be governed by the provisions herein contained for regulating the meetings and proceedings of the Directors including Articles 92 to 94 so far as the same are applicable thereto and are not replaced by any regulations imposed by the Directors pursuant to Article 98.

101. All acts bona fide done by any meeting of the Directors or of a committee of Directors or by any person acting as a Director shall, notwithstanding that it be afterwards discovered that there was some defect in the appointment of any such Director or person acting as aforesaid or that they or any of them were or was disqualified, be as valid as if every such person had been duly appointed and was qualified to be a Director or member of such committee.

Prior Approval Required for Certain Actions of Directors and Members

102. Subject to any agreement in writing between the Members, the Company and/or the Directors shall not, without the prior written approval of BRC and Geron:

(a) make or agree to make any change to the authorised or issued share capital from time to time of the Company or grant any option over or interest in, or issue any instrument carrying rights of conversion into, any other security or share of the Company or redeem or purchase any of its own shares or effect any other re-organisation of its share capital;

(b) permit the registration of any person as a Member (whether by way of subscription or transfer) other than as permitted by any agreement in writing between the Members;

(c) make any change to the Memorandum of Association or the Articles;

(d) create or, where appropriate, issue any fixed or floating charge, debenture, lien (other than a lien arising by operation of law or in the ordinary course of business) or other mortgage, encumbrance or security over the whole or any part of the undertaking, business, property or assets (tangible or intangible) of the Company, except for the purpose of securing the indebtedness of the Company to its bankers for sums borrowed in the ordinary and proper course of the Business;

(e) permit the Company to incur any indebtedness in excess of that provided in the operations plan of the Company approved by the Members;

(f) make any loan or advance or give any credit (other than normal trade credit) to any person;

(g) give any guarantee, indemnity or security to secure the liabilities or obligations of any person;

(h) except as otherwise specifically provided for in the operations plan of the Company approved by the Members, (i) sell, transfer, lease, assign, dispose of or part with control of any interest in all or any material part of the undertaking, business, property or assets (tangible or intangible) of the Company (whether by a single transaction or a series of transactions) or contract to do so or (ii) acquire or contract to acquire any business, property or assets (tangible or intangible) or any interest therein which would, following such acquisition constitute a material part of the business, property or assets of the Company;

(i) set up or close down any branch or office or create, acquire or dispose of any subsidiary or of any shares or any security or any interest in any subsidiary;

(j) take or agree to take any leasehold interest in, or licence over, any land;

(k) enter into any partnership or profit sharing agreement or joint venture with any person;

(l) approve the semi-annual operations plan, budget and capital expenditure programme or make any substantial alteration to the operations plan of the Company approved by the Members including any material change to the nature and/or geographical area of the business of the Company as approved by the Members, or take or ratify any action materially in conflict with the operations plan of the Company approved by the Members;

(m) acquire, purchase or subscribe for any shares, loan stock, debentures, mortgages or securities (or any interest therein) or any other interest in any person;

(n) grant any power of attorney, delegate directors' powers (other than as provided in any agreement in writing between the Members) or fail to comply with any guidelines or directives issued by the board of Directors which are consistent with any agreement in writing between the Members;

(o) enter into, vary or terminate any contract or transaction for the disposal or licensing to any other person of any rights in respect of Collaboration Inventions or whereby any person would or might receive remuneration calculated by reference to its income or profits;

(p) make any composition or arrangement with its creditors, move for insolvency, receivership or administration or do or permit or suffer to be done any act or thing whereby the Company may be wound up (whether voluntarily or compulsorily), save as otherwise expressly provided for in any agreement in writing between the Members;

(q) declare or make any dividend or other distribution in cash or in specie and whether out of revenue profits, capital profits or capital reserves save as required by any agreement in writing between the Members;

(r) commence the prosecution or defence of, or settle, any legal or arbitration proceedings other than routine debt collection, except for any such action which involves a Member or any of its Associated Companies and in such

case, such Member and its nominated Directors shall not be permitted to vote on such matters;

(s) enter into, vary or terminate any of the agreements between the Company and any of the Members or any of the Associated Companies of any Member;

(t) establish, cancel, or vary the terms of any pension, retirement, profit sharing, share option, profit related, bonus or incentive scheme;

(u) enter into, effect or vary any claim, disclaimer, surrender, election or consent of a material nature for tax purposes;

(v) change its name or trade under any corporate or trade name;

(w) change its financial year, auditors or registered office;

(x) factor or assign any of its book debts;

(y) open or close any bank account or change the terms of the mandate of any bank account of the Company;

(z) adopt the annual accounts or, otherwise than as required by law, amend the accounting policies of the Company agreed by the Members;

(aa) engage or agree to engage any person as an employee of the Company, set the terms of employment of any such person or vary or terminate the terms of employment of any employee of the Company;

(bb) make any gift or political or charitable donation;

(cc) file an IND, NDA, or similar application or filing with any U.S. or foreign regulatory agency;

(dd) repay any loan made by any Member to the Company, other than pro rata with repayments by the Company of other loans made by the other Members or other than in accordance with the operations plan of the Company approved by the Members;

(ee) incur any capital expenditure or liability in excess of US$100,000 (or the equivalent in any other currency) per transaction, or which when aggregated with previous transactions of a similar nature in any 12 month period would exceed US$100,000 (or the equivalent in any other

currency) for that 12 month period, unless expressly provided for in the operations plan of the Company approved by the Members;

(ff) enter into any reorganization, recapitalization, reconstruction of share capital or consolidation or any scheme of arrangement of the Company; and

(gg) make any calls upon the Members in respect of all or any part of the monies unpaid on the shares held by them respectively.

Alternate Directors

103. (A) A Director may at any time by notice in writing delivered to the Office or at a meeting of the Directors appoint any person (including another Director) to be an alternate Director in his place. Any person so appointed under this Article shall (except when absent from Hong Kong) be entitled to receive notices of and to attend and vote at meetings of the Directors and be counted towards a quorum and generally at such meetings to perform all the functions of his appointor as a Director and shall automatically vacate his office on the expiration of the term for or the happening of the event until which he is by the terms of his appointment to hold office or which, were he a Director, would cause him to vacate such office or if the appointor in writing revokes the appointment or himself ceases for any reason to hold office as a Director. An appointment of an alternate Director under this Article shall not prejudice the right of the appointor to receive notices of and to attend and vote at meetings of the Directors and the powers of the alternate Director shall automatically be suspended during such time as the Director appointing him is himself present in person at a meeting of the Directors.

(B) An alternate Director shall (subject to his giving to the Company an address at which notices may be served on him) be entitled (in addition to his appointor) to receive and (in lieu of his appointor) to waive notices of meetings of the Directors and of any committee of the Directors of which his appointor is a member and shall be entitled to attend and vote as a Director and be counted in the quorum at any such meeting at which his appointor is not personally present and generally at such meeting to perform all functions of his appointor as a Director and for the purposes of the proceedings at such meeting the provisions of these Articles shall apply as if he (instead of his appointor) were a Director. If he shall be himself a Director and shall attend any such meeting as an alternate for more than one Director, he shall be counted in the quorum separately in respect of himself (if a Director) and in respect of each Director for whom he is an alternate (but so that nothing in this provision shall enable a

meeting to be constituted when only one person is physically present) and his voting rights shall be cumulative and he need not use all his votes or cast all the votes he uses in the same way. His signature to any resolution in writing of the Directors or of any such committee and his attestation of the affixing of the Seal shall be as effective as the signature and attestation of his appointor. An alternate Director shall not (save as aforesaid) have power to act as a Director nor shall he be deemed to be a Director for the purposes of these Articles.

(C) An alternate Director shall be entitled to contract and be interested in and benefit from contracts or arrangements or transactions and to be repaid expenses and to be indemnified to the same extent mutatis mutandis as if he were a Director but he shall not be entitled to receive from the Company in respect of his appointment as alternate Director any remuneration except only such part (if any) of the remuneration otherwise payable to his appointor as such appointor may by notice in writing to the Company from time to time direct.

(D) Section 153B(1) of the Ordinance shall not apply to an alternate Director appointed pursuant to these Articles.

Reserve Director

104. (A) In case the Company has only one Member and that Member is the sole Director of the Company, subject to the Ordinance, the Company may in general meeting, notwithstanding anything in these Articles, nominate a person (other than a body corporate) who has attained the age of 18 years as a reserve Director of the Company to act in the place of the sole Director in the event of his death.

(B) The nomination of a person as a reserve Director of the Company ceases to be valid if:

(a) before the death of the Director in respect of whom he was nominated,

(i) he resigns as reserve Director; or

(ii) the Company in general meeting revokes the nomination; or

(b) the Director in respect of whom he was nominated ceases to be the sole Member and sole Director of the Company for any reason other than the death of that Director.

(C) Subject to compliance with the conditions set out in Article 104(D), in the event of the death of the Director in respect of whom the reserve Director is nominated, the reserve Director shall be deemed to be a Director of the Company for all purposes until such time as:

(a) a person is appointed as a Director of the Company in accordance with these Articles; or

(b) he resigns from his office of Director,

whichever is the earlier.

(D) The conditions referred to in Article 104(C) are:

(a) the nomination of the reserve Director has not ceased to be valid under Article 104(B); and

(b) the reserve Director is not prohibited by law from acting as a Director of the Company.

(E) The provisions in these Articles relating to the resignation of Directors apply to a reserve Director appointed under this Article.

Secretary

105. (A) The Secretary shall be appointed by the Directors for such term, at such remuneration and upon such conditions as they may think fit and any Secretary so appointed may be removed by them. Anything by the Ordinance or the Articles required or authorised to be done by or to the Secretary, may be done by or to any assistant or deputy secretary or if there is no assistant or deputy secretary capable of acting, by or to any officer of the Company authorised generally or specially in that behalf by the Directors. In the event that the Secretary appointed is a corporation, it may act and sign by the hand of any one or more of its Directors or officers duly authorised.

(B) The Secretary shall, if an individual, ordinarily reside in Hong Kong and, if a body corporate, have its registered office or a place of business in Hong Kong. In case the Company has only one Director, the sole Director shall not also be the Secretary of the Company and the Company shall not have as its Secretary a body corporate the sole Director of which is the sole Director of the Company.

(C) A provision of the Ordinance or the Articles requiring or authorising a thing to be done by or to a Director and the Secretary shall not be satisfied by its being done by or to the same person acting both as Director and as, or in place of, the Secretary.

Cheques

106. All cheques, promissory notes, drafts, bills of exchange, and other negotiable or transferable instruments, and all receipts for moneys paid to the Company, shall be signed, drawn, accepted, endorsed or otherwise executed, as the case may be, in such manner as the Directors shall from time to time by resolution determine.

The Seal

107. The Directors shall provide for safe custody of the Seal which shall only be used with the authority of the Directors or of a committee authorised by the Directors in that behalf; and every instrument to which the Seal shall be affixed shall be signed by one Director or the Secretary or by some other person appointed by the Directors for the purpose.

108. The Company may exercise the powers conferred by the Ordinance with regard to having an official seal for use outside Hong Kong and such powers shall be vested in the Directors.

Dividends and Reserves

109. The Company in general meeting may declare dividends, but no dividend shall exceed the amount recommended by the Directors.

110. The Directors may from time to time pay to the Members such interim dividends as appear to the Directors to be justified by the profits of the Company.

111. No dividend shall be paid otherwise than out of profits available for the purpose and in accordance with the Ordinance.

112. The Company may upon the recommendation of the Directors by ordinary resolution direct payment of a dividend in whole or in part by the distribution of specific assets (and in particular of paid up shares or debentures of any other company) and the Directors shall give effect to such resolution, and where any difficulty arises in regard to such distribution, the Directors may settle the same as they think expedient and fix the value for distribution of such specific assets or any part thereof and may determine that cash payments shall be made to any Member upon the footing of the value so fixed in order to adjust the rights of all parties and may vest any such specific assets in trustees as may seem expedient to the Directors.

113. Subject to the rights of persons, if any, entitled to shares with special rights as to dividends, all dividends shall be declared and paid according to the amounts paid or credited as paid on the shares in respect whereof the dividend is paid, but no amount paid on a share in advance of calls shall be treated for the purposes of this Article as paid on the share. All dividends shall be apportioned and paid proportionately to the amounts paid or credited as paid on the shares during any portion or portions of the period in respect of which the dividend is paid; but if any share is issued on terms providing that it shall rank for dividend as from a particular date such share shall rank for dividend accordingly. The Directors may deduct from any dividend payable to any Member all sums of money (if any) presently payable by him to the Company on account of calls or otherwise in relation to the shares of the Company.

114. The Directors may, before recommending any dividend, set aside out of the profits of the Company such sums as they think proper as a reserve or reserves which shall, at the discretion of the Directors, be applicable for meeting contingencies, or for equalizing dividends, or for any other purpose to which the profits of the Company may be properly applied, and pending such application may, at the like discretion, either be employed in the business of the Company or be invested in such investments (other than shares of the Company) as the Directors may from time to time think fit and the Directors may also without placing the same to reserve carry forward any profits.

115. If several persons are registered as joint holders of any share, any one of them may give an effectual receipt for any dividend or other moneys payable on or in respect of the share.

116. Any dividend may be paid by cheque or warrant sent through the post to the registered address of the Member or person entitled thereto or in the case of joint holders to any one of such joint holders at his registered address or to such person at such address as the Member or person entitled or such joint holders (as the case may be) may direct. Every such cheque or warrant shall be made payable to the order of the person to whom it is sent or to the order of such other person as the Member or person entitled or such joint holders (as the case may be) may direct.

117. No dividend shall bear interest against the Company.

118. The Directors may, with the sanction of a resolution of the Company, capitalise any sum standing to the credit of any of the Company's reserve accounts (including share premium account and capital redemption reserve fund) or any sum standing to the credit of any profit and loss account or otherwise available for distribution by appropriating such sum to the holders of shares in the proportions in which such sum would have been divisible amongst them had the same been a distribution of profits by way of dividend and applying such sum on their behalf in or towards paying up any amount for the time being unpaid on any shares held by them respectively or in paying up in full unissued

shares (or, subject to any special rights previously conferred on any shares or class of shares for the time being issued, unissued shares of any other class not being redeemable shares) for allotment and distribution credited as fully paid up to and amongst them in the proportion aforesaid, or partly in the one way and partly in the other. Notwithstanding the foregoing, the share premium account and a capital redemption reserve fund may, for the purposes of this Article, only be applied in the paying up of unissued shares to be allotted to Members as fully paid bonus shares. The Directors may do all acts and things considered necessary or expedient to give effect to any such capitalisation, with full power to the Directors to make such provisions as they think fit for the case of shares becoming distributable in fractions (including provisions whereby the benefit of fractional entitlements accrue to the Company rather than to the Members concerned). The Directors may authorise any person to enter on behalf of all the Members interested into an agreement with the Company providing for any such capitalisation and matters incidental thereto and any agreement made under such authority shall be effective and binding on all concerned.

119. The payment by the Directors of any unclaimed dividend or other moneys payable on or in respect of a share into a separate account shall not constitute the Company a trustee in respect thereof and any dividend unclaimed after a period of 12 years from the date of declaration of such dividend shall be forfeited and shall revert to the Company.

Record Dates

120. Notwithstanding any other provision of these Articles the Company or the Directors may fix any date as the record date for any dividend, distribution, allotment or issue and such record date may be on or at any time before or after any date on which such dividend, distribution, allotment or issue is declared, paid or made.

Accounts

121. The Directors shall cause proper books of account to be kept with respect to:

(a) all sums of money received and expended by the Company and the matters in respect of which the receipt and expenditure takes place;

(b) all sales and purchases of goods by the Company; and

(c) the assets and liabilities of the Company.

Proper books shall not be deemed to be kept if there are not kept such books of account as are necessary to give a true and fair view of the state of the Company’s affairs and to explain its transactions.

122. The books of account shall be kept at the Office or, subject to the Ordinance, at such other place or places as the Directors think fit, and shall always be open to the inspection of any Director.

123. The Directors shall from time to time determine whether and to what extent and at what times and places and under what conditions or regulations the accounts and books of the Company or any of them shall be open to the inspection of Members not being Directors, and no Member (not being a Director) shall have any right of inspecting any account or book or document of the Company except as conferred by statute or authorised by the Directors or by the Company in general meeting.

124. The Directors shall from time to time, in accordance with sections 122, 124 and 129D of the Ordinance, cause to be prepared and to be laid before the Company in general meeting such profit and loss accounts, balance sheets, group accounts (if any) and reports as are referred to in those sections.

125. Subject to section 129G of the Ordinance, a copy of every balance sheet (including every document required by law to be annexed thereto) which is to be laid before the Company in general meeting, together with a copy of the Directors' report and a copy of the auditors' report, shall not less than 21 days before the date of the meeting be sent to every Member, and every holder of debentures of the Company and to all persons other than Members or holders of debentures of the Company, being persons entitled to receive notices of general meetings of the Company provided that this Article shall not require a copy of those documents to be sent to any person of whose address the Company is not aware or to more than one of the joint holders of any shares or debentures.

Branch Registers

126. The Company may exercise the powers conferred by the Ordinance and may cause to be kept in any place outside Hong Kong a branch register of Members. The Board of Directors may, subject to the Ordinance, make or vary from time to time such provisions as it thinks fit respecting the keeping of any such branch register and the transfer of shares to, on or from any such branch register and shall comply with the requirements of any local law.

Audit

127. Auditors shall be appointed and their duties regulated in accordance with the Ordinance.

Notices

128. Any notice or other communication (except the appointment of a Secretary) between the Company, any Director or Member may be given personally or effected in writing or by any other means in the form of an electronic record at the recipient's postal or electronic address. A Member who (having no registered address in Hong Kong) has not supplied to the Company an address, cable, telex, or electronic address for the service of notices shall not be entitled to receive notices from the Company.

129. Where a notice is sent:

(a) by post, service of the notice shall be deemed to be effected by properly addressing, prepaying, and posting a letter containing the notice, and to have been effected in the case of a notice of a meeting sent to a Member at his registered address in Hong Kong at the expiration of 48 hours after the letter containing the same is posted, and in any other case at the time at which the letter would be delivered in the ordinary course of post, provided always that notices despatched to addresses outside Hong Kong shall be sent by air mail; or

(b) by telex when despatched with confirmed answerback (in the case of any notice made by telex); or

(c) by telegraph or cable, 24 hours after delivery to the telegraph or cable company; or

(d) by facsimile or electronic means, on transmission provided that the transmission records reveal that the facsimile or electronic means has no error or break.

130. A notice may be given by the Company to the joint holders of a share by giving the notice to the joint holder named first in the Register in respect of the share.

131. A notice may be given by the Company to the persons entitled to a share in consequence of the death or bankruptcy of a Member by sending it to them, or by the title of representatives of the deceased, or trustee of the bankrupt, or by any like description, by the means set out in Articles 128 and 129, supplied for the purpose by the persons claiming to be so entitled, or by giving the notice in any manner in which the same might have been given if the death or bankruptcy had not occurred.

132. Any person who, by operation of law, transfer or other means whatsoever, becomes entitled to any share shall be bound by every notice in respect of such share which, prior to his name and address being entered in the Register, shall have been duly given to the person from whom he derived his title to such share.

Destruction of Documents

133. The Company may destroy:

(a) any share certificate which has been cancelled at any time after the expiry of one year from the date of such cancellation;

(b) any dividend mandate or any variation or cancellation thereof or any notification of change of name or address at any time after the expiry of 2 years from the date of such mandate, variation, cancellation or notification was recorded by the Company;

(c) any instrument of transfer of shares which has been registered at any time after the expiry of six years from the date of registration; and

(d) any other document on the basis of which any entry in the Register is made at any time after the expiry of 6 years from the date an entry in the Register was first made in respect of it; and it shall conclusively be presumed in favour of the Company that every share certificate so destroyed was a valid certificate duly and properly cancelled and that every instrument of transfer so destroyed was a valid and effective instrument duly and properly registered and that every other document destroyed hereunder was a valid and effective document in accordance with the recorded particulars thereof in the books or records of the Company, provided always that:-

(i) the foregoing provisions of this Article shall apply only to the destruction of a document in good faith and without express notice to the Company that the preservation of such document was relevant to a claim;

(ii) nothing contained in this Article shall be construed as imposing upon the Company any liability in respect of the destruction of any such document earlier than as aforesaid or in any case where the conditions of proviso (a) above are not fulfilled; and

(iii) references in this Article to the destruction of any document include references to its disposal in any manner.

Winding Up

134. If the Company is wound up and the assets available for distribution amongst the Members as such are insufficient to repay the whole of the paid-up capital, such assets

shall be distributed so that as nearly as may be the losses shall be borne by the Members in proportion to the capital paid up or which ought to have been paid up at the commencement of the winding up on the shares held by them respectively. If in a winding up the assets available for distribution among the Members are more than sufficient to repay the whole of the capital paid up at the commencement of the winding up, the excess shall be distributed amongst the Members in proportion to the nominal capital at the commencement of the winding up paid up by them respectively. This Article shall not add to or detract from the rights of the holders of shares issued upon special terms and conditions.

135. No fee or commission shall be paid by the Company to any Director or liquidator upon any sale or realisation of the Company's undertaking or assets or any part thereof except with the sanction of a general meeting convened by notice specifying the fee or commission proposed to be paid.

136. If the Company shall be wound up (whether voluntarily or otherwise) the liquidator may, with the sanction of a special resolution of the Company and any other sanction required by the Ordinance, divide amongst the Members in specie or kind the whole or any part of the assets of the Company (whether they shall consist of property of the same kind or not) and may, for such purpose, set such value as he deems fair upon any property to be divided as aforesaid and may determine how such division shall be carried out as between the Members or different classes of Members. The liquidator may, with the like sanction, vest the whole or any part of such assets in trustees upon such trusts for the benefit of the contributories as the liquidator, with the like sanction, shall think fit, but so that no Member shall be compelled to accept any shares or other securities whereon there is any liability.

Indemnity

137. (A) Subject to the provisions of and so far as may be permitted by the Ordinance, the Company may indemnify any officer of the Company against all costs, charges, losses, expenses and liabilities which he may sustain or incur in or about the execution and discharge of his duties or in relation thereto including any liability incurred by him:

(a) in defending any proceedings, whether civil or criminal, in which judgment is given in his favour or in which he is acquitted; or

(b) in connection with any application under section 358 of the Ordinance in which relief is granted to him by the court.

(B) The Company may purchase and maintain for any officer of the Company:

(a) insurance against any liability to the Company, a related company or any other party in respect of any negligence, default, breach of duty or breach of trust (save for fraud) of which he may be guilty in relation to the Company or a related company; and

(b) insurance against any liability incurred by him in defending any proceedings, whether civil or criminal, taken against him for any negligence, default, breach of duty or breach of trust (including fraud) of which he may be guilty in relation to the Company or a related company.

(C) Subject to section 165 of the Ordinance, if any Director and/or other person shall become personally liable for the payment of any sum primarily due from the Company, the Directors may execute or cause to be executed any mortgage, charge, or security over or affecting the whole or any part of the assets of the Company by way of indemnity to secure the Director and/or person so becoming liable as aforesaid from any loss in respect of such liability.

Schedule 4
Deed of Adherence

DATE:

By this Deed we
having our registered office at
of
intending to become a shareholder of [ ] Limited ("**the Company**") hereby agree with the Company and each of its shareholders to comply with and to be bound by all of the provisions of a Joint Venture Agreement dated [ ] 2005 between Biotechnology Research Corporation Limited and Geron Corporation (a copy of which has been delivered to us and which we have initialled and attached hereto for identification) in all respects as if we were a party to such Agreement and were named therein as a Shareholder with the same rights and obligations as the transferor Shareholder from whom we intend to acquire shares in the Company, and a Party and on the basis that references therein to each of Shareholder and Party include a separate reference to us.

This Deed shall be governed by and construed in accordance with the laws of Hong Kong.

IN *W*ITNESS WHEREOF this Deed has been executed *b*y us and is intended to be and is hereby delivered on the date appearing at the head hereof.

THE COMMON SEAL)
of [ ])
was affixed to this Deed)
in the presence of:)

Director

Director/Secretary

Schedule 5
Pre-Emption Provisions

(A) The Directors in their absolute discretion and without assigning any reason therefor may decline to register any transfer of shares which are not fully paid and shall refuse to register any transfer of shares if registration thereof would cause the number of Shareholders to exceed the number permitted under the Articles of Association. The Directors shall not register a transfer to a person who is known to them to be an infant, bankrupt or person of unsound mind provided that the Directors shall not be bound to enquire into the age or soundness of mind of any transferee or whether or not he is a bankrupt.

(B) Save as provided in paragraph (I) of this Schedule and subject to any agreement between all of the Shareholders no transfer or disposal of any shares or any interest in any shares shall be made by a Shareholder except in compliance with the following provisions of this Schedule and no Shareholder shall otherwise sell, mortgage, charge or otherwise dispose of or encumber any shares or assign or otherwise purport to deal with the beneficial interest therein or any right in relation thereto separate from the legal interest.

(C) A Shareholder shall be entitled to transfer its shares to a Third Party who has made a bona fide offer therefor provided that before transferring its shares such Shareholder (the "**Transferor**") shall give a notice in writing (a "**Transfer Notice**") to the other Shareholder (the "**Recipient**") that it desires to transfer the same. The Transfer Notice shall specify:

(a) the number of shares which the Transferor wishes to transfer (which may be all or part only of the shares then held by the Transferor) (the "Relevant Shares");

(b) the name of the Third Party who has made the bona fide offer for the Relevant Shares (the "**Prospective Purchaser**");

(c) the price which the Prospective Purchaser has offered for the Relevant Shares; and

(d) details of any other material terms of the offer made by the Prospective Purchaser and any other material terms or circumstances known to the Transferor which affect or may affect the offer.

(D) The Recipient may within a period of one month after the Transfer Notice is given require the Transferor to produce to it such further evidence as it may reasonably

require to enable it to establish the bona fides of the offer by the Prospective Purchaser.

(E) The Recipient shall be entitled within a period of three months after the Transfer Notice is given, or, if later, the provision to it of such further evidence, to serve a purchase notice (a "**Purchase Notice**") on the Transferor requiring it to sell the Relevant Shares to it at the same price and on the same terms as those offered by the Prospective Purchaser (as set out in the Transfer Notice).

(F) Subject to paragraph (H) of this Schedule, if the Recipient serves a Purchase Notice within the said three month period referred to in paragraph (E), the Transferor shall be bound upon payment to transfer such of the Relevant Shares to the Recipient as he has applied for. The purchase shall be completed at a place and time to be appointed by the Directors being not less than three days nor more than ten days after the Purchase Notice is served and the Directors shall be bound to register the transfer.

(G) If the Recipient has not served a Purchase Notice within the period referred to in paragraph (E), the Transferor shall be entitled to sell the Relevant Shares to the Prospective Purchaser at the price and on the terms set out in the Transfer Notice provided that if such sale is not completed within six months after the Transfer Notice is given the right to sell the Relevant Shares to the Prospective Purchaser shall lapse. The Directors shall be bound to register a transfer effected pursuant to this paragraph (G).

(H) If Purchase Notices shall have been served in respect of part only of the Relevant Shares, the Transferor shall be entitled to sell the remaining Relevant Shares to the Prospective Purchaser in accordance with the provisions of paragraph (G) of this Schedule or by notice in writing to the Recipient may withdraw all the Relevant Shares from sale in which event the Transfer Notice shall be deemed to have been withdrawn and no transfers shall take place.

(I) The foregoing provisions of this Schedule shall not apply to any transfer to which the consent in writing of all the Shareholders for the time being is given.

Schedule 6
Agreed Accounting Policies

The Company's accounts shall be maintained in accordance with Generally Accepted Accounting Principles ("**GAAP**") of Hong Kong. The Company shall produce quarterly and annual financial statements in accordance with Hong Kong GAAP and separate quarterly and annual financial statements in accordance with U.S. GAAP.

The Company shall provide quarterly financial information to Geron by the 12th calendar day following the end of each calendar quarter and annual financial information by the 20th calendar day following the end of each calendar year, so as to permit Geron to prepare any necessary consolidating or consolidated financial statements. The Company shall engage a "Big Four" public accounting firm to be its auditors and conduct an annual audit of financial information as of and for the year ended December 31. At Geron's reasonable request, the Company shall adopt such policies or procedures with respect to internal controls, conduct such audits, if any, and provide to Geron such documents and information, if any, as are reasonably necessary to permit Geron to comply and its external auditor to assess Geron's compliance with Section 404 of the U.S. Sarbanes-Oxley Act of 2002 with respect to Geron's consolidated financial statements, provided that the Company shall have no obligation to do so to the extent doing so would violate Hong Kong GAAP.

Schedule 7
Funding Schedule

1. Phase I

1.1 During Phase I, BRC shall contribute US$6,000,000 to the Company (as payment towards its partly paid A Share and payable in 6 equal quarterly payments at the beginning of each quarter commencing from the commencement date of Phase I as shown in the Phase I Work Plan) to fund development work of the Company pursuant to the Phase I Work Plan.

1.2 During Phase I, Geron shall contribute US$2,000,000 to the Company for the Phase I Work Plan, after BRC has contributed to the Company all of the US$6,000,000 pursuant to paragraph 1.1 (as payment towards its partly paid A Share and payable in 2 equal quarterly payments commencing three months after the date BRC has contributed a total of US$6,000,000 to the Company).

2. Phase II

2.1 In addition to the payment in paragraph 1.1 above, BRC shall contribute an additional aggregate sum of US$* of Phase II as payment towards its partly paid B Share.

2.2 BRC may (but is not required to) contribute US$* to the Company for the Phase II Work Plan (the "**BRC Phase II Contribution**"). BRC shall notify Geron and the Company in writing within 30 days after completion of Phase I whether it will make the BRC Phase II Contribution. BRC shall be deemed to have elected to make the BRC Phase II Contribution if Geron and the Company have not received written notice from BRC within such 30 day period stating that BRC will not make this contribution. The BRC Phase II Contribution, if made, will be made as payment towards its partly paid B Share and will be payable in 5 equal payments every 45 days commencing 30 days after the date of commencement of Phase II.

2.3 If BRC makes the BRC Phase II Contribution, all of the B Shares owned by BRC shall be automatically converted into an equal number of new A Shares.

2.4 Geron may (but is not required to) contribute to the Company US$2,000,000 for the Phase II Work Plan (the "Geron Phase II Contribution"). Within 30 days after BRC has either (i) made the BRC Phase II Contribution or (ii) notified Geron within the 30 day period described in paragraph 2.2 above of its decision not to

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* Certain information on this page has been omitted and filed separately with the Commission. Confidential treatment has been requested with respect to the omitted portions.

make the BRC Phase II Contribution , whichever is later, Geron shall notify BRC and th**e** Company in writing whether it will make the Geron Phase II Contribution. Geron shall be deemed to have elected to make the Geron Phase II Contribution if BRC and the Company have not received written notice from Geron within such 30 day period stating that Geron will not make this contribution. The Geron Phase II Contribution, if made, will be made as payment towards its partly paid B Share and will be payable in 2 equal payments every 45 days commencing 45 days after the date of the last payment by BRC pursuant to paragraph 2.2 of this Schedule 7.

2.5 If Geron makes the Geron Phase II Contribution, all of the B Shares owned by Geron shall be automatically converted into an equal number of A Shares.

2.6 Subject to the completion of the automatic conversion of B Shares pursuant to paragraph 2.3 and/or paragraph 2.5 (if any, as the case may be), and as soon as practicable which in any event shall be no later than ten (10) Business Days after either (i) BRC completes, or notifies Geron of its election not to make, the BRC Phase II Contribution, or BRC fails to complete the BRC Phase II Contribution in accordance with the timetable set out in paragraph 2.2 after BRC has elected or deemed to have elected to make the BRC Phase II Contribution, or (ii) Geron completes, or notifies BRC of its election not to make, the Geron Phase II Contribution, or Geron fails to complete the Geron Phase II Contribution in accordance with the timetable set out in paragraph 2.4 after Geron has elected or deemed to have elected to make the Geron Phase II Contribution, or (iii) BRC has contributed an aggregate sum of US$* to the Company in accordance with paragraph 2.1 above, whichever is later, all outstanding B Shares shall be redeemed by the Company and each of BRC and Geron shall cooperate with each other and the Company and do and execute all such further acts, deeds, documents and things as may be necessary for the Company to redeem all outstanding B Shares within such ten Business Day period. In the event both BRC and Geron elect not to make their respective Phase II Contributions, all of the B Shares owned by BRC and Geron shall be automatically converted into an equal number of A Shares.

2.7 By way of illustration only and subject at all times to the other provisions of this Agreement (inclusive of the other provisions of this Schedule 7), immediately after the conversion and/or redemption of all the B Shares:

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* Certain information on this page has been omitted and filed separately with the Commission. Confidential treatment has been requested with respect to the omitted portions.

2.7.1 if both BRC and Geron had either (i) made their respective contributions in paragraphs 2.2 and 2.4 above or (ii) elect not to make their respective contributions in paragraphs 2.2 and 2.4 above, each of BRC and Geron shall own 50% of the total issued Shares (being 12,000 A Shares out of a total of 24,000 A Shares);

2.7.2 if BRC did not make its contribution under paragraph 2.2 above but Geron did make its contribution under paragraph 2.5 above, BRC shall own 25% of the total issued Shares (being 4,000 A Shares out of a total of 16,000 A Shares) and shall be entitled to appoint and remove up to two Directors and Geron shall own 75% of the total issued Shares (being 12,000 A Shares out of a total of 16,000 A Shares) and shall be entitled to appoint and remove up to four Directors; and

2.7.3 if Geron did not make its contribution under paragraph 2.5 above but BRC did make its contribution under paragraph 2.2 above, BRC shall own 60% of the total issued Shares (being 12,000 A Shares out of a total of 20,000 A Shares) and shall be entitled to appoint and remove up to four Directors and Geron shall own 40% of the total issued Shares (being 8,000 A Shares out of a total of 20,000 A Shares) and shall be entitled to appoint and remove up to two Directors.

Schedule 8
BRC Licence Agreement

This Licence Agreement (the "Agreement"), effective 21st March, 2005, (the "Effective Date"), is between Biotechnology Research Corporation Limited, a Hong Kong corporation whose registered office is at The Hong Kong University of Science and Technology, Clear Water Bay, Kowloon, Hong Kong ("BRC"), The Hong Kong University of Science and Technology, a Hong Kong corporation having a place of business at Clear Water Bay, Kowloon, Hong Kong ("HKUST"), and TA Therapeutics Limited, a Hong Kong limited company whose registered office is at The Hong Kong University of Science and Technology, Clear Water Bay, Kowloon, Hong Kong ("Newco").

RECITALS

WHEREAS, BRC and/or HKUST owns or controls certain natural materials, and substances derived therefrom, as well as trade secrets and other Intellectual Property related to such natural materials and substances or related to telomerase activation;

WHEREAS, BRC and Geron Corporation ("Geron") have formed Newco to develop telomerase activation for human therapeutic applications, pursuant to a Joint Venture Agreement dated March 1, 2005 (the "JV Agreement");

WHEREAS, under the JV Agreement BRC agrees to enter into and procure HKUST to enter into this Agreement to grant to Newco licences in respect of the BRC Intellectual Property described above including, without limitation, the BRC Background IP and the BRC Existing IP;

WHEREAS, the BRC Existing IP and the BRC Background IP include Intellectual Property that may be owned or controlled by HKUST;

NOW, THEREFORE, BRC, HKUST and Newco agree as follows:

AGREEMENT

1. Definitions.

As used throughout this Agreement, the following terms shall have the meanings set forth below. Capitalized terms not defined in this Agreement shall have the meanings set forth in the JV Agreement.

1.1. "Derivative Compound" means any molecule or substance derived by or on behalf of Newco from any Existing Compound, including, without limitation, any modification, purification, analog, or synthetic reproduction of any Existing Compound.

1.2. “Existing Compound” shall have the meaning set forth in the JV Agreement.

1.3. “Field of Use” shall have the meaning set forth in the JV Agreement.

1.4. “BRC Background IP” shall have the meaning set forth in the JV Agreement. BRC Background IP includes, without limitation, the HKUST Background IP.

1.5. “BRC Existing IP” shall have the meaning set forth in the JV Agreement. BRC Existing IP includes, without limitation, the Existing IP set forth in Exhibit A to this Agreement and the HKUST Existing IP.

1.6. “BRC Trade Secrets” means any and all information provided by BRC or HKUST to Newco hereunder which, at the time of disclosure, qualifies as a trade secret within the meaning of the Uniform Trade Secrets Act, including, without limitation, information regarding the identity, source, structure and composition of any Existing Compound.

1.7. “HKUST Background IP” means present or future Intellectual Property other than the HKUST Existing IP, (i) which is owned by or licensed to HKUST or any of the Affiliated Companies Controlled by HKUST, under which HKUST or such Affiliated Company is legally permitted to grant licences or sublicences as the case may be, and (ii) a licence under which is necessary for the development and/or commercialisation of products in the Field of Use.

1.8. “HKUST Existing IP” means the Intellectual Property that exists on the Effective Date to the extent it is directed to TA or TA Compounds and that is owned by or licensed to HKUST or any of the Affiliated Companies Controlled by HKUST, under which HKUST or such Affiliated Company is legally permitted to grant licences or sublicences as the case may be. HKUST Existing IP includes, without limitation, the Existing IP set forth in Exhibit B to this Agreement.

1.9. “Human Therapeutics” shall have the meaning set forth in the JV Agreement.

1.10. “Licensed Products” means any and all products within the Field of Use that (a) contain or incorporate any Existing Compound or Derivative Compound, (b) are created, developed, or result from the use of any Existing Compound or Derivative Compound, or further purification thereof, or from the use of any BRC Trade Secret, or (c) would, but for the rights granted hereunder, infringe one or more Valid Claims of any BRC Existing IP or BRC Background IP.

1.11. “Territory” means the entire world.

1.12. "Valid Claim" means an unexpired claim in a pending patent application or in a granted or issued patent which has not been revoked, abandoned, disclaimed or withdrawn, or held unenforceable, unpatentable or invalid by a court of competent jurisdiction, or unappealable or unappealed within the time allowed for appeal; and which has not been rendered unenforceable.

2. Grant of Licence.

2.1. BRC Existing IP. BRC and HKUST hereby grant, and each of them procures that the Affiliated Companies Controlled by it shall grant, to Newco, on the terms and conditions of this Agreement, a fully paid-up exclusive licence in respect of the BRC Existing IP, throughout the Territory and in the Field of Use, to develop, make, have made, use, sell or have sold, commercialise or otherwise exploit the Licensed Products. Newco shall have the right to grant sublicences under the licence granted in this Section 2.1, provided that Newco shall remain responsible for the compliance by the sublicencee with all applicable terms of this Agreement.

2.2. BRC Background IP. BRC and HKUST hereby grant, and each of them procures that the Affiliated Companies Controlled by it shall grant, to Newco, on the terms and conditions of this Agreement, a fully paid-up non-exclusive licence in respect of the BRC Background IP, throughout the Territory and in the Field of Use, to develop, make, have made, use, sell or have sold, commercialise or otherwise exploit the Licensed Products in the Field of Use. Newco shall have the right to grant sublicences under the licence granted in this Section 2.2 but only to sublicencees under the licence granted in Section 2.1 and for use only in connection with such sublicencee's exercise of the sublicence to develop, make, have made, use, sell or have sold Licensed Products in the Field of Use, provided that Newco shall remain responsible for the compliance by the sublicencee with all applicable terms of this Agreement.

2.3. Associated Obligations. The licences granted under Sections 2.1 and 2.2, and any sublicenses granted thereunder, are subject to the terms and conditions of any licence agreements under which the licensor holds the BRC Existing IP or BRC Background IP in question, to the extent such terms and conditions apply to such licences or sublicences, including without limitation any applicable royalty, reporting, and indemnification provisions. BRC and HKUST have provided to Newco copies of the licence agreements applicable to the BRC Existing IP, and upon Newco's request will provide copies of any license agreements applicable to any BRC Background IP that BRC or Newco identifies is being used by Newco.

3. Patent Prosecution and Defense. BRC (or HKUST with respect to BRC Background IP owned by HKUST) shall have the sole right to control the preparation, filing, prosecution and maintenance of the BRC Existing IP and the BRC Background IP and other legal proceedings relating thereto, at BRC's expense and in BRC's sole discretion, provided that BRC or HKUST, as the case may be, will consider in good faith Newco's interests in making any decision with respect to BRC Existing IP that materially affects Newco's interests.

4. Use of Name and Logo. If and to the extent that any Licensed Products marketed by Newco and its permitted sublicencees have been developed using Intellectual Property of BRC or HKUST, such products will indicate that they are marketed under licence from BRC or HKUST (as the case may be). In such cases, product packaging and marketing materials will be submitted to BRC or HKUST (as the case may be) for review and approval (which approval will not be unreasonably withheld or delayed) with respect to use of the name and logo of BRC or HKUST (as the case may be), at least thirty (30) days prior to use or dissemination by Newco. BRC or HKUST (as the case may be) shall be deemed to have approved the use of the name and logo of BRC or HKUST (as the case may be) in respect of the submitted product packaging and marketing materials, unless Newco receives written notice from BRC or HKUST (as the case may be) within 14 days of Newco's submission rejecting such use of the name and logo of BRC or HKUST (as the case may be) by Newco. Any other use of the name "BRC," "Biotechnology Research Corporation", "HKUST" or "Hong Kong University of Science and Technology" or the logo of BRC or HKUST, or the name of any employee of BRC or HKUST, will require the written agreement of BRC or HKUST (as the case may be).

5. Compliance with Law; Government Approvals. In its development and marketing of Licensed Products and its other activities under this Agreement, Newco shall comply in all respects with all applicable laws and regulations. Newco shall obtain all governmental approvals necessary for the research, development, testing, production, distribution, sale, and use of Licensed Products in the Field of Use.

6. Confidentiality.

6.1. Confidential Information. "Confidential Information" means all non-public and/or proprietary information owned or possessed by the disclosing party and specifically designated as such. Confidential Information includes, without limitation, any methods, techniques and processes, and technical and scientific data, unpublished findings, biological material, know-how, specifications, patent applications, algorithms, programs, designs, drawings, and formulae, and engineering, manufacturing, marketing, development, sales, research, operations, financial and business plans and data disclosed by a party to the other party hereunder. Confidential Information of BRC and/or HKUST (as the case may be) includes, without limitation, BRC Trade Secrets. Each party shall ensure that written confidential information is marked "confidential" or with a comparable marking and that confidential information not disclosed in writing is reduced to writing and marked as "confidential" or with a comparable marking within thirty (30) days of disclosure, provided that information (other than scientific know-how and scientific techniques) exchanged by the parties hereunder or otherwise that relates to the business or operations of Newco shall be treated as confidential whether or not so marked.

6.2. Confidentiality Obligations. In the course of this Agreement, any of the parties may disclose Confidential Information to any other party. Except as expressly set forth in this Agreement, during the Term of this Agreement or a period of four (4) years from receipt thereof, whichever is longer, the recipient of

the Confidential Information will use such information only for purposes of performing its obligations and/or exercising its rights under this Agreement, and will not disclose such information except to its employees and consultants and, in the case of Newco, permitted sublicencees, for those purposes. Each of the parties will ensure that its employees, consultants or permitted sublicencees who receive access to the other party's Confidential Information are legally obligated to maintain the confidentiality of such Confidential Information, and such party shall be responsible for the compliance of its employees, consultants or permitted sublicencees. Each party represents to the others that the terms of this Section 6 do not conflict with any of the representing party's obligations to any other person or entity. For the avoidance of doubt, this Section 6 shall not affect or limit Newco's right to fully exercise or use the licences granted under this Agreement according to the terms of such licenses.

6.3. Exceptions to Confidentiality. The restrictions on use and disclosure of Confidential Information shall not apply to information to the extent any of the following is true:

(a) the information is now, or hereafter becomes, through no act or failure to act on the part of the recipient, generally known or available to the public;

(b) the information is known by the recipient or is already in the possession of the recipient before it receives the information from the disclosing party;

(c) the information is furnished to the recipient by a third party who did not acquire the information directly or indirectly from the disclosing party under an obligation of confidentiality to the disclosing party or otherwise under circumstances in which such third party did not have the legal right to acquire and furnish to the recipient the information in question;

(d) the information is independently developed by the recipient without use or knowledge of the Confidential Information;

(e) the information is required by law or by order of any court or governmental authority to be disclosed by the recipient. In the event of such compulsory disclosure, however, the recipient shall use reasonable efforts to give the disclosing party sufficient advance written notice to enable it to seek a protective order or other remedy to protect such Confidential Information. The recipient shall use reasonable efforts to disclose only the minimum Confidential Information required to be disclosed, whether or not a protective order or other remedy is in place;

(f) the information is made available by the disclosing party to a third party without similar restrictions; or

(g) the information (i) does not relate to the business or operations of Newco or is scientific know-how or scientific techniques and (ii) is not disclosed in writing or reduced to writing and marked as "confidential" or with a comparable marking within thirty (30) days of disclosure.

7. Term and Termination.

7.1. Term. The term of this Agreement shall begin on the Effective Date and expire when all Valid Claims under the BRC Existing IP and the BRC Background IP have expired in every country and jurisdiction in the Territory. In any country or jurisdiction which does not have any Valid Claims under the BRC Existing IP or the BRC Background IP, Newco shall be entitled to fully exploit the BRC Existing IP and the BRC Background IP in such country or jurisdiction without any restriction or payment of royalties in any form arising under this Agreement.

7.2. Termination. This Agreement may be terminated:

(a) by BRC upon sixty (60) days written notice to Newco for Newco's material breach of this Agreement, unless such breach is cured to BRC's reasonable satisfaction within said sixty (60) day period; or

(b) by Newco upon sixty (60) days written notice to BRC and HKUST for BRC's or HKUST's material breach of this Agreement or BRC's breach of the JV Agreement, unless such breach is cured to Newco's reasonable satisfaction within said sixty (60) day period; or

(c) by either BRC or HKUST upon written notice to Newco if Newco files a voluntary petition in bankruptcy (or similar proceedings) or an involuntary petition (or similar proceedings) is filed against it and not dismissed within sixty (60) days of filing; or

(d) by Newco upon written notice to BRC and HKUST if either of BRC or HKUST files a voluntary petition in bankruptcy (or similar proceedings) or an involuntary petition (or similar proceedings) is filed against either of them and not dismissed within sixty (60) days of filing.

In addition, this Agreement shall automatically and immediately terminate as provided in Clause 13.1.1 of the JV Agreement if Newco is placed in winding up pursuant to the provisions of Clause 11 or 12 of the JV Agreement or otherwise.

7.3. Effect of Termination.

7.3.1. Termination of this Agreement shall not release either party from any obligation accrued prior to such termination.

7.3.2. Effective upon termination of this Agreement for any reason, the licence rights granted to Newco under this Agreement and all sublicences under such licence rights shall terminate.

7.3.3. Survival, Articles 1, 4, 5, 6 and 9 and Sections 7.3 and 10 hereof shall survive expiration or termination of this Agreement for any reason.

8. Notices.

Any notice required to be given by a party to any other party may be made (i) by hand delivery by Federal Express or comparable private courier service to the other party's address given herein or such other address as may from time to time be notified for this purpose or (ii) by facsimile transmission to a facsimile number notified in writing by the other party for this purpose. Any properly addressed notice served by hand shall be deemed to have been served on delivery and any notice served by facsimile transmission shall be deemed to have been served when received, as shown by a confirmed transmission report.

9. Representations and Warranties; Indemnification.

9.1. BRC's Representations and Warranties. Each of BRC and HKUST affirmatively represents and warrants, to and for the benefit of Newco, that the following statements are true and accurate in all respects in respect of itself as of the Effective Date:

9.1.1. each of HKUST and BRC has all necessary rights, powers and authority to enter into this Agreement, including without limitation the right to grant the licences (or sublicences, as the case may be) contained herein;

9.1.2. each of HKUST's and BRC's performance under this Agreement, including without limitation the grant of the licences contained herein, does not conflict with or create a breach or a default of any law, order of a court, governmental agency, contract, or other obligation with any third party;

9.1.3. to the best of HKUST's and BRC's knowledge and belief, neither the BRC Existing IP nor the BRC Background IP is subject to any liens or similar encumbrances and no party holds a valid security interest in any of the BRC Existing IP or the BRC Background IP; and

9.1.4. there are no other licences or assignments granted by HKUST or BRC or any Affiliated Company Controlled by BRC or Affiliated Company Controlled by HKUST in effect in respect of the BRC Existing IP in the Field of Use.

9.2. BRC's Disclaimers. Each of HKUST and BRC expressly disclaims and does not represent, warrant or otherwise guarantee Newco that:

9.2.1. any Intellectual Property licensed hereunder will not be held invalid or unenforceable or that they will be of any particular scope;

9.2.2. anything made, used, or disposed of under any license granted in this Agreement is or will be free from infringement of patents, copyrights, and other rights of third parties;

9.2.3. actions or suits against third parties for infringement of any Intellectual Property licensed hereunder which may be filed by BRC or HKUST will be brought or prosecuted; or

9.2.4. by implication, estoppel, or otherwise any licenses or rights under patents or other rights of BRC or HKUST or third parties other than expressly provided herein are granted to Newco. EXCEPT AS EXPRESSLY SET FORTH HEREIN, EACH OF HKUST AND BRC MAKES NO WARRANTY, EXPRESS OR IMPLIED, WITH RESPECT TO THE INTELLECTUAL PROPERTY LICENSED HEREUNDER, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE OR THAT INTELLECTUAL PROPERTY LICENSED HEREUNDER DOES NOT INFRINGE ANY PATENTS OR OTHER INTELLECTUAL PROPERTY RIGHTS OF ANY THIRD PARTY.

9.3. Newco's Representations and Warranties. Newco affirmatively represents and warrants to and for the benefit of BRC and HKUST that the following statements are true and accurate in all respects as of the Effective Date:

9.3.1. Newco has all necessary rights, powers and authority to enter into this Agreement.

9.3.2. Newco's performance under this Agreement does not conflict with or create a breach or a default of any law, order or a court or governmental agency, contract, or other obligation with any third party.

9.4. BRC's Indemnification. Each of BRC and HKUST severally shall indemnify and hold harmless Newco and its directors, officers and employees (collectively the "Newco Indemnified Parties") harmless against any and all liability, loss, damage, claim or expense, including reasonable attorney's fees and costs (collectively the "Indemnified Losses") arising out of or in connection with any breach by it of any of the representations and warranties made by it in this Section 9.

9.5. Newco's Indemnification. Newco agrees that it shall indemnify and hold harmless BRC and HKUST and their respective directors, officers and employees (collectively the "BRC Indemnified Parties") harmless against any and all

Indemnified Losses arising out of or in connection with any breach by Newco of any representations or warranties made by Newco in this Section 9 and any and all Indemnified Losses resulting from any use by Newco or Newco's employees or sublicencees or customers of the Licensed Products, Existing Compounds and Derivative Compounds; provided, however, that Newco's obligation to indemnify shall not apply to the extent that the Indemnified Losses result from (i) the gross negligence or willful misconduct of a BRC Indemnified Party, or (ii) breach by BRC or HKUST of any term of this Agreement. Subject to the other provisions of this Section 9.5, Newco's indemnification obligation includes, but is not limited to, indemnification for any product liability claims against the Licensed Products.

9.6. Indemnity Procedures. Promptly after becoming aware of a claim, the indemnified party shall provide written notice to the indemnifying party. Delay in providing such notice shall relieve the indemnifying party of its obligations only if the indemnifying party's ability to defend against such claim is thereby materially impaired. The indemnifying party shall have the right to assume and control the defense of the claim at its own expense. The indemnified party shall have the right to participate in, but not to control, such defense at its own expense. If the indemnifying party does not assume the defense of the claim, the indemnified party may defend the claim at the indemnifying party's expense. The indemnified party shall not settle or compromise the claim without the prior written consent of the indemnifying party, and the indemnifying party shall not settle or compromise the claim in any manner which would have an adverse effect on the indemnified party without the consent of the indemnified party. No consent required hereunder shall be unreasonably withheld or delayed. The indemnified party shall reasonably cooperate with the indemnifying party and shall make available to the indemnifying party all pertinent information available to the indemnified party, all at its own expense.

9.7. Insurance. Newco shall, at its sole cost and expense, insure its activities under this Agreement, and obtain and keep in force liability insurance in such amounts as may be customary in the industry. Such insurance coverage shall not in any way limit the liability of Newco. From and after the time Newco first uses a Licensed Product to treat a human being (whether in a research or a commercial setting), the BRC Indemnified Parties shall be endorsed as additional named insureds under the coverage referred to above. Upon request by BRC or HKUST not more than once annually, Newco shall furnish BRC and HKUST with certificates of insurance showing compliance with all requirements. Newco shall be responsible for ensuring that its permitted sublicencees obtain and maintain in force insurance in amounts equivalent to those required of Newco hereunder.

10. Newco Inventions. Nothing in this Agreement shall give BRC or HKUST any ownership or licence rights or any obligations with respect to new inventions made by or on behalf of Newco, including without limitation inventions that represent improvements to the BRC Existing IP and/or the BRC Background IP. Each of HKUST and BRC acknowledges and agrees that, as provided in the JV Agreement and subject to the rights

of third parties, Newco will own all Collaboration Inventions (as that term is defined in the JV Agreement) generated by or on behalf of Newco, its employees, secondees and contractors and sub-contractors in the course of carrying out Newco's business, including without limitation Collaboration Inventions that represent improvements to the BRC Existing IP and/or the BRC Background IP.

11. Miscellaneous.

11.1. Governing Law. This Agreement shall be governed and construed in accordance with the laws of Hong Kong without regard to its rules regarding conflict of laws.

11.2. Consistency with JV Agreement. The provisions of this Agreement are intended to be consistent with the provisions of the JV Agreement. In the event of any conflict or inconsistency between this Agreement and the JV Agreement, the provisions of the JV Agreement shall prevail and each party shall take all such further steps as may be necessary or requisite to ensure that the provisions of the JV Agreement shall prevail.

11.3. Severability; Waiver. In the event that any provision(s) of this Agreement is determined to be invalid or unenforceable, the remainder of the Agreement shall remain in full force and effect. The failure of a party to enforce any provision shall not be a waiver of the right to thereafter enforce that provision or any other provision or right.

11.4. Assignment. This Agreement shall not be assigned by any party without the prior written consent of the other parties, except as part of a sale or transfer, by way of merger or otherwise, of all or substantially all of the business assets of such party (or, if such party is organized in divisions or other distinct business units, all of the business assets of a division or unit engaged in activities in the Field of Use), and provided further that the assignee agrees to be bound in writing by all the terms of this Agreement in place of the assignor, and the assignor agrees to remain responsible for the obligations of the assignee pursuant to the terms set forth herein.

11.5. Binding Upon Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of successors in interest and assigns of BRC, HKUST and Newco subject to the limitations on assignment.

11.6. Counterparts. This Agreement may be fully executed in two (2) original counterparts, each of which shall be deemed an original.

11.7. Entire Agreement. This Agreement and the JV Agreement constitute the entire agreement between the parties, both oral and written, with respect to the subject matter hereof. No amendment hereto shall be effective unless made in writing and executed by duly authorized representatives of BRC, HKUST and Newco.

IN WITNESS THEREOF, BRC, HKUST and Newco have caused this Agreement to be executed by their duly authorized representatives as of the day and year first written above.

BIOTECHNOLOGY RESEARCH CORPORATION LIMITED

By: /s/ Roland Chin
Roland Chin
Director

TA THERAPEUTICS LIMITED

By: /s/ Chu Ching-wu
Chu Ching-wu
Director

THE HONG KONG UNIVERSITY OF SCIENCE AND TECHNOLOGY

By: /s/. T. Eastham

Exhibit A

BRC Existing IP

NIL

Exhibit B

HKUST Existing IP

NIL

Schedule 9

BRC Services Agreement

This Services Agreement (the "Agreement"), effective 21st March, 2005, (the "Effective Date"), is between Biotechnology Research Corporation Limited, a Hong Kong corporation whose registered office is at The Hong Kong University of Science and Technology, Clear Water Bay, Kowloon, Hong Kong ("BRC") and TA Therapeutics Limited, a Hong Kong limited company whose registered office is at The Hong Kong University of Science and Technology, Clear Water Bay, Kowloon, Hong Kong ("Newco").

RECITALS

WHEREAS, BRC and Geron Corporation ("Geron") have formed Newco to develop telomerase activation for human therapeutic applications, pursuant to a Joint Venture Agreement dated March 1, 2005 (the "JV Agreement");

WHEREAS, under the JV Agreement BRC agrees to enter into this Agreement to perform certain services for Newco;

NOW, THEREFORE, BRC and Newco agree as follows:

AGREEMENT

1. Definitions.

Capitalized terms not defined in this Agreement shall have the meanings set forth in the JV Agreement.

2. Services.

2.1. Business Services. From time to time Newco and BRC may agree on certain business, administrative, management or professional services ("Business Services") that BRC will perform or cause to be performed for Newco in accordance with the Operations Plan. The scope, period of performance, expected cost, and other terms and conditions for such Business Services, as agreed upon by Newco and BRC, will be set forth in a Business Services Addendum to this Agreement, signed by both parties. The parties contemplate that a separate Business Services Addendum will typically be executed for each distinct category of Business Services.

2.2. Scientific Services. From time to time Newco and BRC may agree on certain scientific research and development work ("Scientific Services") that BRC will perform or cause to be performed for Newco in accordance with the Operations Plan. The scope, period of performance, expected cost, and other terms and conditions for such Scientific Services, as agreed upon by Newco and BRC, will be set forth in a Scientific Services Addendum to this Agreement, signed by both

parties. The parties contemplate that a separate Scientific Services Addendum will typically be executed for each distinct research and development project.

2.3. Performance of Services. BRC will perform all Business Services and Scientific Services (collectively, "Services") in accordance with this Agreement and each applicable Business Services Addendum or Scientific Services Addendum (each an "Addendum" and collectively "Addenda"). BRC warrants that the Services shall be provided with reasonable skill and care and the same degree of care and diligence that BRC uses for similar activities on its own behalf and shall conform to standards generally observed in the biotechnology industry for similar services and shall be provided with reasonable skill and care. BRC will use commercially reasonable efforts to provide the Services in a timely manner.

2.4. Personnel. BRC will use qualified and experienced personnel with the necessary skills and expertise to perform all Services to be performed under this Agreement.

2.5. Third Party Contractors. BRC may engage qualified third-party contractors, consultants or service providers (including but not limited to HKUST and Affiliated Companies Controlled by HKUST) to perform, or assist BRC in performing, the Services, but only if and to the extent specifically authorized by the applicable Addendum. BRC will remain responsible for the due performance of the Services.

3. Payment for Services.

3.1. Direct Cost Reimbursement. In consideration for the Services, Newco will pay BRC the Direct Cost (as defined in Section 3.2 below) of the Services provided, up to the monetary limit specified in the applicable Addendum. BRC shall not exceed, and Newco shall have no obligation to pay any amounts in excess of any monetary limit stated in the applicable Addendum unless approved in writing in advance by Newco.

3.2. Definition of Direct Costs. The "Direct Cost" of Services shall mean the sum of the following:

(a) Salaries and wages of BRC's employees employed in the performance of the Services. Labor charges will be based on time sheets approved by the respective employee's supervisor or such other method as is appropriate for the type of service provided and customarily used by BRC;

(b) BRC's actual cost of employee benefits for such employees (calculated on a pro rata basis by reference to the actual time they are employed in the performance of the Services);

(c) BRC's actual cost for third-party contractors, consultants and service providers authorized pursuant to Section 2.5;

(d) BRC's actual cost for supplies purchased for use in the performance of the Services;

(e) A percentage of BRC's actual cost for common supplies, calculated based on the allocation method used by BRC for such supplies for government grants;

(f) BRC's actual cost for equipment purchased which is substantially dedicated for use in performance of the Services and specifically authorized in the applicable Addendum, and for maintenance of such equipment;

(g) BRC's reasonable travel and related expenses incurred in connection with the performance of the Services by employees whose salaries and wages are chargeable under subsection (a) above who have been reimbursed under BRC's usual practice and in accordance with BRC's travel policy, provided that the travel has been approved in advance by Newco in the applicable Addendum or otherwise in writing;

(e) Other reasonable out-of-pocket expenses incurred by BRC that are necessary for the proper performance of the Services and which have been approved in advance by Newco in the applicable Addendum or otherwise in writing.

3.3. Billing and Payment. BRC shall submit a monthly invoice to Newco for each calendar month on or before the fifteenth (15th) Business Day of the following calendar month. Each such invoice shall state separately for each Addendum the Direct Cost of Services provided in such month under such Addendum. Newco will pay BRC the amount due under each invoice within thirty (30) calendar days after receipt of the invoice.

4. Limitations on Services.

4.1. No Representation or Warranty. The parties acknowledge that BRC is not in the business of providing the Services as set forth in this Agreement, and is entering into this Agreement as an accommodation to Newco in connection with the JV Agreement. EXCEPT AS EXPRESSLY PROVIDED IN THIS AGREEMENT OR IN AN ADDENDUM, BRC does not make any express or implied representations, warranties or guarantees relating to the Services to be provided hereunder or the quality or results of such services. EXCEPT AS EXPRESSLY PROVIDED IN THIS AGREEMENT OR IN AN ADDENDUM, ALL SERVICES PROVIDED HEREUNDER ARE PROVIDED TO NEWCO ON AN "AS IS" BASIS WITHOUT WARRANTY OF ANY KIND. EXCEPT AS EXPRESSLY PROVIDED IN THIS AGREEMENT OR IN AN

ADDENDUM, BRC HEREBY DISCLAIMS ANY EXPRESS OR IMPLIED WARRANTIES OF ANY KIND, INCLUDING WITHOUT LIMITATION THE IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

4.2. Alternatives. If BRC reasonably believes it is unable to provide any of the Services because of a failure to obtain necessary consents, licences, sublicences or approvals or because of illegality or another cause beyond BRC's control, the parties shall cooperate to determine the best alternative approach. Until such alternative approach is found or the problem is otherwise resolved to the satisfaction of the parties, BRC shall use commercially reasonable efforts to continue providing the Services. To the extent an agreed-upon alternative approach requires payment above and beyond that which is included in BRC's charge for the Services in question, Newco shall be responsible for any such payment only if Newco agrees in advance in writing, provided that if Newco does not agree to be responsible for such payment, BRC will not be required to pursue such alternative approach.

5. Term and Termination.

5.1. Term. The term of this Agreement shall begin on the Effective Date and expire on the eighth (8th) anniversary of the Effective Date, unless earlier terminated as provided below.

5.2. Termination of Agreement. This Agreement and all Addenda shall be terminated automatically, as provided in Clause 13.1.1 of the JV Agreement, if Newco is placed in winding up pursuant to the provisions of Clause 11 or Clause 12 of the JV Agreement or otherwise. In addition, this Agreement may be terminated as follows:

5.2.1. By Newco, upon ten (10) days written notice, if BRC is in material breach of its obligations under this Agreement or any Addendum and such breach, if capable of remedy, has not been remedied to the reasonable satisfaction of Newco at the expiry of 60 days following receipt by BRC of a notice in writing from Newco notifying BRC of such breach and reasonably indicating the steps required to be taken to remedy the failure;

5.2.2. By Newco, upon ten (10) days written notice, if BRC ceases to be a Shareholder of Newco;

5.2.3. By BRC, upon ten (10) days written notice, if Newco is in material breach of its obligations under this Agreement or any Addendum and such breach, if capable of remedy, has not been remedied to the reasonable satisfaction of BRC at the expiry of 60 days following receipt by Newco of a notice in writing from BRC notifying Newco of such breach and Default Notice reasonably indicating the steps required to be taken to remedy the failure;

5.2.4. By BRC, upon sixty (60) days written notice, if BRC ceases to be a Shareholder of Newco.

5.3. Termination of Addendum. Any Addendum may be terminated as follows, unless such Addendum provides otherwise:

5.3.1. By Newco, upon thirty (30) days written notice, with or without cause.

5.3.2. By Newco, upon ten (10) days written notice, if BRC is in material breach of its obligations under such Addendum and such breach, if capable of remedy, has not been remedied to the reasonable satisfaction of Newco at the expiry of 60 days following receipt by BRC of a notice in writing from Newco notifying BRC of such breach and reasonably indicating the steps required to be taken to remedy the failure;

5.3.3. By BRC, upon ten (10) days written notice, if Newco is in material breach of its obligations under such Addendum and such breach, if capable of remedy, has not been remedied to the reasonable satisfaction of BRC at the expiry of 60 days following receipt by Newco of a notice in writing from BRC notifying Newco of such breach and reasonably indicating the steps required to be taken to remedy the failure.

5.3.4. By BRC, upon sixty (60) days' written notice, if BRC ceases to have available the personnel or resources required to perform the Services under such Addendum, provided that this section 5.3.4 will not apply with respect to personnel or resources designated by BRC as being dedicated to the performance of the Services.

5.4. Upon any termination of an Addendum, BRC shall immediately cease performance of services in respect of such Addendum and Newco shall be liable only for Direct Costs in respect of such Services up to the effective date of termination, and Direct Costs to be incurred after the effective date of termination to the extent that BRC is legally obligated to incur them and is unable to cancel the obligation despite reasonable efforts.

6. Indemnification and Limitation of Liability.

6.1. Indemnification. BRC shall indemnify, defend, and hold harmless Newco and its officers, directors, employees and agents (each person or entity, an "Indemnified Person"), from any liability, loss, claim, expense, proceeding, action and/or damage incurred by the Indemnified Person by reason of any act performed or omitted to be performed by BRC, its officers, directors, employees and/or agents in connection with the Services, including reasonable attorneys' fees and costs and any amounts expended in the settlement of any such claims of liability, loss, or damage and which arises out of or in relation to or by reason of:

(a) the negligence, recklessness or intentional misconduct of BRC, its officers, directors, employees and/or agents in the provisions of the Services; or

(b) any act or omission of BRC, its officers, directors, employees and/or agents outside the prescribed or authorized scope of the Services as defined by the applicable Addendum.

6.2. Limitation of Liability. IN NO EVENT WILL BRC BE LIABLE TO NEWCO FOR INDIRECT OR CONSEQUENTIAL DAMAGES, INCLUDING, WITHOUT LIMITATION, LOSS OF PROFITS.

7. Intellectual Property.

7.1. Subject to the rights of Third Parties in Intellectual Property, Newco shall own all Collaboration Inventions generated by BRC and/or its employees in the course of carrying out the Services.

7.2. In the case of Collaboration Inventions made by employees or agents of BRC (alone or in collaboration with others), BRC shall assign to Newco all its right, title and interest in such Collaboration Inventions.

7.3. BRC shall ensure that its employees and agents shall, where necessary, agree to assign to Newco (or assign to BRC for assignment to Newco under Section 7.2) their interest in any Collaboration Inventions generated by them in the course of carrying out the Services.

7.4. BRC shall use all reasonable endeavours to procure its employees and agents to fully disclose and record all Collaboration Inventions to enable Newco to fully collect, protect, exploit and commercialise the Collaboration Inventions.

7.5. BRC shall procure that, where necessary, written and irrevocable waivers of any such moral or other non-transferable rights in respect of the Collaboration Inventions have been given by its employees and agents in favour of Newco.

7.6. BRC shall do all things reasonably necessary, co-operate in good faith and provide such assistance as may be necessary and do all things as may be required to disclose, protect, maintain, enforce and/or transfer or assign the Collaboration Inventions, and shall procure that its employees and agents shall co-operate in the provision of such assistance including preparing and signing all forms, applications, documents, agreements and deeds to give effect to and complete the transactions, assignments, and licences contemplated by this Section 7.

7.7. The provisions of this Section 7 shall survive any termination of this Agreement.

8. Confidentiality.

8.1. Confidential Information. "Confidential Information" means all non-public and/or proprietary information owned or possessed by the disclosing party and specifically designated as such. Confidential Information includes, without limitation, any methods, techniques and processes, and technical and scientific data, unpublished findings, biological material, know-how, specifications, patent applications, algorithms, programs, designs, drawings, and formulae, and engineering, manufacturing, marketing, development, sales, research, operations, financial and business plans and data disclosed by a party to the other party hereunder. Each party shall ensure that written confidential information is marked "confidential" or with a comparable marking and that confidential information not disclosed in writing is reduced to writing and marked as "confidential" or with a comparable marking within thirty (30) days of disclosure, provided that information (other than scientific know-how and scientific techniques) exchanged by the parties hereunder or otherwise that relates to the business or operations of Newco shall be treated as confidential whether or not so marked.

8.2 Confidentiality Obligations. In the course of this Agreement, either or both of the parties may disclose Confidential Information to the other. Except as expressly set forth in this Agreement, during the term of this Agreement or a period of four (4) years from receipt thereof, whichever is longer, the recipient of the Confidential Information will use such information only for purposes of performing its obligations and/or exercising its rights under this Agreement, and will not disclose such information except to its employees and consultants. Each of the parties will ensure that its employees or consultants who receive access to the other party's Confidential Information are legally obligated to maintain the confidentiality of such Confidential Information, and such party shall be responsible for the compliance of its employees or consultants. Each party represents to the other that the terms of this Section 8 do not conflict with any of the representing party's obligations to any other person or entity.

8.3 Exceptions to Confidentiality. The restrictions on use and disclosure of Confidential Information shall not apply to information to the extent any of the following is true:

(a) the information is now, or hereafter becomes, through no act or failure to act on the part of the recipient, generally known or available to the public;

(b) the information is known by the recipient or is already in the possession of the recipient before it receives the information from the disclosing party;

(c) the information is furnished to the recipient by a third party who did not acquire the information directly or indirectly from the disclosing party under an obligation of confidentiality to the disclosing party or otherwise under circumstances in which such third party did not have the legal right to acquire and furnish to the recipient the information in question;

(d) the information is independently developed by the recipient without use or knowledge of the Confidential Information;

(e) the information is required by law or by order of any court or governmental authority to be disclosed by the recipient. In the event of such compulsory disclosure, however, the recipient shall use reasonable efforts to give the disclosing party sufficient advance written notice to enable it to seek a protective order or other remedy to protect such Confidential Information. The recipient shall use reasonable efforts to disclose only the minimum Confidential Information required to be disclosed, whether or not a protective order or other remedy is in place;

(f) the information is made available by the disclosing party to a third party without similar restrictions; or

(g) the information (i) does not relate to the business or operations of Newco or is scientific know-how or scientific techniques and (ii) is not disclosed in writing or reduced to writing and marked as “confidential” or with other comparable marking within thirty (30) days of disclosure.

9. Publication. Except as otherwise specified in the applicable Addendum, publication of results, records, or other information arising out of or relating to Services will be permitted only with the prior written consent of Newco’s Joint Operating Committee. Newco may withhold that consent if Newco believes that such publication or disclosure may compromise or adversely impact Newco’s product development efforts, competitive position, or business. If BRC wishes to make such a publication or disclosure, it will

submit a draft manuscript or disclosure for review by Newco at least forty-five (45) days prior to the date of submission for publication or public disclosure. Newco will, within forty-five (45) days after all members of Newco's Joint Operating Committee have received the draft, communicate to BRC in writing its decision to:

(i) consent to the publication or disclosure as submitted without changes; or

(ii) consent to the publication or disclosure provided that specified information is deleted, or that publication or disclosure is delayed for a period, not to exceed sixty (60) days, sufficient to permit Newco to file any desire patent applications, or both; or

(iii) withhold consent to the publication or disclosure.

Any publication arising out of or relating to this Agreement shall recognise intellectual contributions by co-authorship and/or acknowledgement, in accordance with applicable academic norms.

10. Miscellaneous.

10.1. Independent Contractor. BRC and Newco agree that, in performing its obligations under this Agreement, BRC shall be an independent contractor, and that neither BRC nor any of its employees or agents shall be deemed for any purpose to be an employee or agent of Newco and BRC shall not hold itself out as such. Nothing in this Agreement shall be deemed to give BRC any right or power to bind Newco to any obligation.

10.2. Governing Law; Dispute Resolution. The validity, construction and enforceability of this Agreement shall be governed by and construed in accordance with the laws of Hong Kong without regard to choice of law provisions. Any dispute arising out of this Agreement shall be resolved as provided in Clause 34.2 of the JV Agreement.

10.3 Notice. Any notice required to be given by either party to the other party may be made (i) by hand delivery by Federal Express or comparable private courier service to the other party's address given herein or such other address as may from time to time be notified for this purpose or (ii) by facsimile transmission to a facsimile number notified in writing by the other party for this purpose. Any properly addressed notice served by hand shall be deemed to have been served on delivery and any notice served by facsimile transmission shall be deemed to have been served when received, as shown by a confirmed transmission report.

10.4 Severability. If any provision in this Agreement shall be found or be held to be invalid or unenforceable then the meaning of said provision shall be construed, to the extent feasible, so as to render the provision enforceable, and if

no feasible interpretation would save such provision, it shall be severed from the remainder of this Agreement which shall remain in full force and effect unless the severed provision is essential and material to the rights or benefits received by either party. In such event, the parties shall use best efforts to negotiate, in good faith, a substitute, valid and enforceable provision or agreement which most nearly effects the parties' intent in entering into this Agreement.

10.5 No Waiver. No waiver of any term or condition of this Agreement shall be valid or binding on a party unless the same shall have been set forth in a written document, specifically referring to this Agreement and duly signed by the waiving party. The failure of a party to enforce at any time any of the provisions of this Agreement, or the failure to require at any time performance by the other party of any of the provisions of this Agreement, shall in no way be construed to be a present or future waiver of such provisions, nor in any way affect the ability of a party to enforce each and every such provision thereafter.

10.6 Assignment. This Agreement may not be assigned without the written consent of both of the parties to this Agreement. Any assignment not in conformance with this Section 10.6 shall be null, void and of no legal effect. This Agreement shall inure to the benefit of, and shall be binding upon, the parties and their respective permitted successors and assigns.

10.7 Counterparts. This Agreement may be executed in any number of counterparts, and each counterpart shall constitute an original instrument, but all such separate counterparts shall constitute only one and the same instrument.

10.8 Force Majeure. Neither party shall be liable for any delay in performing any of its obligations under this Agreement to the extent that such delay is directly caused by any occurrence which is beyond the reasonable control of the party so delaying, including, without limitation, delays arising out of acts of God, acts or orders of any government agency or instrumentality thereof, acts of public enemy, riots, embargoes, strikes, casualties or accidents, deliveries of materials, transportation or shortage of cars, trucks, fuel, power, labor or materials, interruption of or delay in transportation, unavailability of, interruption of or delay in telecommunications, or any other causes, circumstances or contingencies within or without the United States of America which are beyond the reasonable control of such party and such party shall be entitled (subject to giving the other party full particulars of the circumstances in question and to using its best endeavours to resume full performance without avoidable delay) to a reasonable extension of time for the performance of such obligations. Notwithstanding the occurrence of any force majeure event, this Agreement shall continue in full force for the remainder of its term and any renewals thereof.

10.9 Variation. No variation or amendment to this Agreement shall be effective unless in writing signed by authorized representatives of each of the parties.

IN WITNESS WHEREOF, the parties hereto have executed this Services Agreement as of the day and year first above written.

TA THERAPEUTICS LIMITED	BIOTECHNOLOGY RESEARCH CORPORATION LIMITED
By: /s/ Chu Ching-wu	**By:** /s/ Roland Chin
Chu Ching-wu	**Roland Chin**
Director	**Director**

Schedule 10
Geron Licence Agreement

This Licence Agreement (the "Agreement"), effective 21st March, 2005, (the "Effective Date"), is between Geron Corporation, a Delaware corporation having a place of business at 230 Constitution Drive, Menlo Park, California 94025 ("Geron") and TA Therapeutics Limited, a Hong Kong limited company whose registered office is at The Hong Kong University of Science and Technology, Clear Water Bay, Kowloon, Hong Kong ("Newco").

RECITALS

WHEREAS, Geron owns or controls certain natural materials, and substances derived therefrom, demonstrating telomerase activation properties in skin and other cells, as well as trade secrets and other Intellectual Property related to such natural materials and substances or related to telomerase activation;

WHEREAS, Geron and Biotechnology Research Corporation Limited ("BRC") have formed Newco to develop telomerase activation for human therapeutic applications, pursuant to a Joint Venture Agreement dated March 1, 2005 (the "JV Agreement");

WHEREAS, under the JV Agreement Geron agrees to enter into this Agreement to grant to Newco licences in respect of the Geron Intellectual Property described above including, without limitation, the Geron Background IP and the Geron Existing IP;

NOW, THEREFORE, Geron and Newco agree as follows:

AGREEMENT

1. Definitions.

As used throughout this Agreement, the following terms shall have the meanings set forth below. Capitalized terms not defined in this Agreement shall have the meanings set forth in the JV Agreement.

1.1. "Derivative Compound" means any molecule or substance derived by or on behalf of Newco from any Existing Compound, including, without limitation, any modification, purification, analog, or synthetic reproduction of any Existing Compound.

1.2. "Existing Compound" shall have the meaning set forth in the JV Agreement.

1.3. "Field of Use" shall have the meaning set forth in the JV Agreement.

1.4. "Geron Background IP" shall have the meaning set forth in the JV Agreement.

1.5. "Geron Existing IP" shall have the meaning set forth in the JV Agreement. Geron Existing IP includes, without limitation, the Existing IP set forth in Exhibit A to this Agreement.

1.6. "Geron Trade Secrets" means any and all information provided by Geron to Newco hereunder which, at the time of disclosure, qualifies as a trade secret within the meaning of the Uniform Trade Secrets Act, including, without limitation, information regarding the identity, source, structure and composition of any Existing Compound.

1.7. "Human Therapeutics" shall have the meaning set forth in the JV Agreement.

1.8. "Licensed Products" means any and all products within the Field of Use that (a) contain or incorporate any Existing Compound or Derivative Compound, (b) are created, developed, or result from the use of any Existing Compound or Derivative Compound, or further purification thereof, or from the use of any Geron Trade Secret or (c) would, but for the rights granted hereunder, infringe one or more Valid Claims of any Geron Existing IP or Geron Background IP.

1.9. "Territory" means the entire world.

1.10. "Valid Claim" means an unexpired claim in a pending patent application or in a granted or issued patent which has not been revoked, abandoned, disclaimed or withdrawn, or held unenforceable, unpatentable or invalid by a court of competent jurisdiction, or unappealable or unappealed within the time allowed for appeal; and which has not been rendered unenforceable.

2. <u>Grant of Licence.</u>

2.1. Geron Existing IP. Geron hereby grants, and procures that the Affiliated Companies Controlled by Geron shall grant, to Newco, on the terms and conditions of this Agreement, a fully paid-up exclusive licence in respect of the Geron Existing IP, throughout the Territory and in the Field of Use, to develop, make, have made, use, sell or have sold, commercialise or otherwise exploit the Licensed Products. Newco shall have the right to grant sublicences under the licence granted in this Section 2.1, provided that Newco shall remain responsible for the compliance by the sublicencee with all applicable terms of this Agreement.

2.2. Geron Background IP. Geron hereby grants, and procures that the Affiliated Companies Controlled by Geron shall grant, to Newco, on the terms and conditions of this Agreement, a fully paid-up non-exclusive licence in respect of the Geron Background IP, throughout the Territory and in the Field of Use, for use only in connection with Newco's exercise of the licence granted under Section 2.1 to develop, make, have made, use, sell or have sold, commercialise or otherwise exploit the Licensed Products in the Field of Use. Newco shall have the right to grant sublicences under the licence granted in this Section 2.2 but only to sublicencees under the licence granted in Section 2.1 and for use only in connection with such sublicencee's exercise of the sublicence to develop, make,

have made, use, sell or have sold Licensed Products in the Field of Use, provided that Newco shall remain responsible for the compliance by the sublicencee with all applicable terms of this Agreement.

2.3 Associated Obligations. The licenses granted under Sections 2.1 and 2.2, and any sublicenses granted thereunder, are subject to the terms and conditions of any licence agreements under which the licensor holds the Geron Existing IP or Geron Background IP in question, to the extent such terms and conditions apply to such licences or sublicences, including without limitation any applicable royalty, reporting, and indemnification provisions. Geron has provided to Newco copies of the licence agreements applicable to the Geron Existing IP, and upon Newco's request will provide copies of any license agreements applicable to any Geron Background IP that Geron or Newco identifies is being used by Newco.

3. Patent Prosecution and Defense. Geron shall have the sole right to control the preparation, filing, prosecution and maintenance of the Geron Existing IP and the Geron Background IP and other legal proceedings relating thereto, at Geron's expense and in Geron's sole discretion, provided that Geron will consider in good faith Newco's interests in making any decision with respect to Geron Existing IP that materially affects Newco's interests.

4. Use of Name and Logo. If and to the extent that any Licensed Products marketed by Newco and its permitted sublicencees have been developed using Intellectual Property of Geron, such products will indicate that they are marketed under licence from Geron. In such cases, product packaging and marketing materials will be submitted to Geron for review and approval (which approval will not be unreasonably withheld or delayed) with respect to use of the Geron name and logo, at least thirty (30) days prior to use or dissemination by Newco. Geron shall be deemed to have approved the use of the Geron name and logo in respect of the submitted product packaging and marketing materials, unless Newco receives written notice from Geron within 14 days of Newco's submission rejecting such use of the Geron name and logo by Newco. Any other use of the name "Geron" or the Geron logo, or the name of any Geron employee, will require Geron's written agreement.

5. Compliance with Law; Government Approvals. In its development and marketing of Licensed Products and its other activities under this Agreement, Newco shall comply in all respects with all applicable laws and regulations. Newco shall obtain all governmental approvals necessary for the research, development, testing, production, distribution, sale, and use of Licensed Products in the Field of Use.

6. Confidentiality.

6.1. Confidential Information. "Confidential Information" means all non-public and/or proprietary information owned or possessed by the disclosing party and specifically designated as such. Confidential Information includes, without limitation, any methods, techniques and processes, and technical and scientific

data, unpublished findings, biological material, know-how, specifications, patent applications, algorithms, programs, designs, drawings, and formulae, and engineering, manufacturing, marketing, development, sales, research, operations, financial and business plans and data disclosed by a party to the other party hereunder. Confidential Information of Geron includes, without limitation, Geron Trade Secrets. Each party shall ensure that written confidential information is marked "confidential" or with a comparable marking and that confidential information not disclosed in writing is reduced to writing and marked as "confidential" or with a comparable marking within thirty (30) days of disclosure, provided that information (other than scientific know-how and scientific techniques) exchanged by the parties hereunder or otherwise that relates to the business or operations of Newco shall be treated as confidential whether or not so marked.

6.2. Confidentiality Obligations. In the course of this Agreement, either or both of the parties may disclose Confidential Information to the other. Except as expressly set forth in this Agreement, during the Term of this Agreement or a period of four (4) years from receipt thereof, whichever is longer, the recipient of the Confidential Information will use such information only for purposes of performing its obligations and/or exercising its rights under this Agreement, and will not disclose such information except to its employees and consultants and, in the case of Newco, permitted sublicencees, for those purposes. Each of the parties will ensure that its employees, consultants or permitted sublicencees who receive access to the other party's Confidential Information are legally obligated to maintain the confidentiality of such Confidential Information, and such party shall be responsible for the compliance of its employees, consultants or permitted sublicencees. Each party represents to the other that the terms of this Section 6 do not conflict with any of the representing party's obligations to any other person or entity. For the avoidance of doubt, this Section 6 shall not affect or limit Newco's right to fully exercise or use the licences granted under this Agreement according to the terms of such licenses.

6.3. Exceptions to Confidentiality. The restrictions on use and disclosure of Confidential Information shall not apply to information to the extent any of the following is true:

(a) the information is now, or hereafter becomes, through no act or failure to act on the part of the recipient, generally known or available to the public;

(b) the information is known by the recipient or is already in the possession of the recipient before it receives the information from the disclosing party;

(c) the information is furnished to the recipient by a third party who did not acquire the information directly or indirectly from the disclosing party under an obligation of confidentiality to the

disclosing party or otherwise under circumstances in which such third party did not have the legal right to acquire and furnish to the recipient the information in question;

(d) the information is independently developed by the recipient without use or knowledge of the Confidential Information;

(e) the information is required by law or by order of any court or governmental authority to be disclosed by the recipient. In the event of such compulsory disclosure, however, the recipient shall use reasonable efforts to give the disclosing party sufficient advance written notice to enable it to seek a protective order or other remedy to protect such Confidential Information. The recipient shall use reasonable efforts to disclose only the minimum Confidential Information required to be disclosed, whether or not a protective order or other remedy is in place;

(f) the information is made available by the disclosing party to a third party without similar restrictions; or

(g) the information (i) does not relate to the business or operations of Newco or is scientific know-how or scientific techniques and (ii) is not disclosed in writing or reduced to writing and marked as "confidential" or with a comparable marking within thirty (30) days of disclosure.

7. Term and Termination.

7.1. Term. The term of this Agreement shall begin on the Effective Date and expire when all Valid Claims under the Geron Existing IP and the Geron Background IP have expired in every country and jurisdiction in the Territory. In any country or jurisdiction which does not have any Valid Claims under the Geron Existing IP or the Geron Background IP, Newco shall be entitled to fully exploit the Geron Existing IP and the Geron Background IP in such country or jurisdiction without any restriction or payment of royalties in any form arising under this Agreement.

7.2. Termination. This Agreement may be terminated:

(a) by Geron upon sixty (60) days written notice to Newco for Newco's material breach of this Agreement, unless such breach is cured to Geron's reasonable satisfaction within said sixty (60) day period; or

(b) by Newco upon sixty (60) days written notice to Geron for Geron's material breach of this Agreement or Geron's breach of the JV Agreement, unless such breach is cured to Newco's reasonable satisfaction within said sixty (60) day period; or

(c) by either party upon written notice to the other party if the other party files a voluntary petition in bankruptcy (or similar proceedings) or an involuntary petition (or similar proceedings) is filed against it and not dismissed within sixty (60) days of filing.

In addition, this Agreement shall automatically and immediately terminate as provided in Clause 13.1.1 of the JV Agreement if Newco is placed in winding up pursuant to the provisions of Clause 11 or 12 of the JV Agreement or otherwise.

7.3. Effect of Termination.

7.3.1. Termination of this Agreement shall not release either party from any obligation accrued prior to such termination.

7.3.2. Effective upon termination of this Agreement for any reason, the licence rights granted to Newco under this Agreement and all sublicences under such licence rights shall terminate.

7.3.3. Survival. Articles 1, 4, 5, 6 and 9 and Sections 7.3 and 10 hereof shall survive expiration or termination of this Agreement for any reason.

8. Notices.

Any notice required to be given by a party to the other party may be made (i) by hand delivery by Federal Express or comparable private courier service to the other party's address given herein or such other address as may from time to time be notified for this purpose or (ii) by facsimile transmission to a facsimile number notified in writing by the other party for this purpose. Any properly addressed notice served by hand shall be deemed to have been served on delivery and any notice served by facsimile transmission shall be deemed to have been served when received, as shown by a confirmed transmission report.

9. Representations and Warranties; Indemnification.

9.1. Geron's Representations and Warranties. Geron affirmatively represents and warrants, to and for the benefit of Newco, that the following statements are true and accurate in all respects as of the Effective Date:

9.1.1. Geron has all necessary rights, powers and authority to enter into this Agreement, including without limitation the right to grant the licences or sublicences (as the case may be) contained herein;

9.1.2. Geron's performance under this Agreement, including without limitation the grant of the licences contained herein, does not conflict with or create a breach or a default of any law, order of a court, governmental agency, contract, or other obligation with any third party;

9.1.3. to the best of Geron's knowledge and belief, neither the Geron Existing IP nor the Geron Background IP is subject to any liens or similar encumbrances and no party holds a valid security interest in any of the Geron Existing IP or the Geron Background IP; and

9.1.4. there are no other licences or assignments granted by Geron or any Affiliated Company Controlled by Geron in effect in respect of the Geron Existing IP in the Field of Use..

9.2. Geron's Disclaimers. Geron expressly disclaims and does not represent, warrant or otherwise guarantee Newco that:

9.2.1. any Intellectual Property licensed hereunder will not be held invalid or unenforceable or that they will be of any particular scope;

9.2.2. anything made, used, or disposed of under any license granted in this Agreement is or will be free from infringement of patents, copyrights, and other rights of third parties;

9.2.3. actions or suits against third parties for infringement of any Intellectual Property licensed hereunder which may be filed by Geron will be brought or prosecuted; or

9.2.4. by implication, estoppel, or otherwise any licenses or rights under patents or other rights of Geron or third parties other than expressly provided herein are granted to Newco. EXCEPT AS EXPRESSLY SET FORTH HEREIN, GERON MAKES NO WARRANTY, EXPRESS OR IMPLIED, WITH RESPECT TO THE INTELLECTUAL PROPERTY LICENSED HEREUNDER, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE OR THAT INTELLECTUAL PROPERTY LICENSED HEREUNDER DOES NOT INFRINGE ANY PATENTS OR OTHER INTELLECTUAL PROPERTY RIGHTS OF ANY THIRD PARTY.

9.3. Newco's Representations and Warranties. Newco affirmatively represents and warrants to and for the benefit of Geron that the following statements are true and accurate in all respects as of the Effective Date:

9.3.1. Newco h**a**s all necessary rights, powers and authority to enter i**n**to this Agreement.

9.3.2. Newco's performance under this *A*greeme*n*t does not conflict with or create a breach or a def**a**ult of any law, order or a court or governmental agency, contract, or other obligation with any third party.

9.4. Geron's Indemnification. Geron shall indemnify and hold harmless Newco and its directors, officers and employees (collectively the "Newco Indemnified Parties") harmless against any and all liability, loss, damage, claim or expense,

including reasonable attorney's fees and costs (collectively the "Indemnified Losses") arising out of or in connection with any breach by Geron of any representations and warranties made by Geron in this Section 9.

9.5. Newco's Indemnification. Newco agrees that it shall indemnify and hold harmless Geron and its directors, officers and employees (collectively the "Geron Indemnified Parties") harmless against any and all Indemnified Losses arising out of or in connection with any breach by Newco of any representations or warranties made by Newco in this Section 9 and any and all Indemnified Losses resulting from any use by Newco or Newco's employees or sublicencees or customers of the Licensed Products, Existing Compounds and Derivative Compounds; provided, however, that Newco's obligation to indemnify shall not apply to the extent that the Indemnified Losses result from, (i) the gross negligence or willful misconduct of a Geron Indemnified Party, or (ii) breach by Geron of any term of this Agreement. Subject to the other provisions of this Section 9.5, Newco's indemnification obligation includes, but is not limited to, indemnification for any product liability claims against the Licensed Products.

9.6. Indemnity Procedures. Promptly after becoming aware of a claim, the indemnified party shall provide written notice to the indemnifying party. Delay in providing such notice shall relieve the indemnifying party of its obligations only if the indemnifying party's ability to defend against such claim is thereby materially impaired. The indemnifying party shall have the right to assume and control the defense of the claim at its own expense. The indemnified party shall have the right to participate in, but not to control, such defense at its own expense. If the indemnifying party does not assume the defense of the claim, the indemnified party may defend the claim at the indemnifying party's expense. The indemnified party shall not settle or compromise the claim without the prior written consent of the indemnifying party, and the indemnifying party shall not settle or compromise the claim in any manner which would have an adverse effect on the indemnified party without the consent of the indemnified party. No consent required hereunder shall be unreasonably withheld or delayed. The indemnified party shall reasonably cooperate with the indemnifying party and shall make available to the indemnifying party all pertinent information available to the indemnified party, all at its own expense.

9.7. Insurance. Newco shall, at its sole cost and expense, insure its activities under this Agreement, and obtain and keep in force liability insurance in such amounts as may be customary in the industry. Such insurance coverage shall not in any way limit the liability of Newco. From and after the time Newco first uses a Licensed Product to treat a human being (whether in a research or a commercial setting), the Geron Indemnified Parties shall be endorsed as additional named insureds under the coverage referred to above. Upon request by Geron not more than once annually, Newco shall furnish Geron with certificates of insurance showing compliance with all requirements. Newco shall be responsible for ensuring that its permitted sublicencees obtain and maintain in force insurance in amounts equivalent to those required of Newco hereunder.

10. Newco Inventions.

Nothing in this Agreement shall give Geron any ownership or licence rights or any obligations with respect to new inventions made by or on behalf of Newco, including without limitation inventions that represent improvements to the Geron Existing IP and/or the Geron Background IP. Geron acknowledges and agrees that, as provided in the JV Agreement and subject to the rights of third parties, Newco will own all Collaboration Inventions (as that term is defined in the JV Agreement) generated by or on behalf of Newco, its employees, secondees and contractors and sub-contractors in the course of carrying out Newco's business, including without limitation Collaboration Inventions that represent improvements to the Geron Existing IP and/or the Geron Background IP.

11. Miscellaneous.

11.1. Governing Law. This Agreement shall be governed and construed in accordance with the laws of Hong Kong without regard to its rules regarding conflict of laws.

11.2. Consistency with JV Agreement. The provisions of this Agreement are intended to be consistent with the provisions of the JV Agreement. In the event of any conflict or inconsistency between this Agreement and the JV Agreement, the provisions of the JV Agreement shall prevail and each party shall take all such further steps as may be necessary or requisite to ensure that the provisions of the JV Agreement shall prevail.

11.3. Severability; Waiver. In the event that any provision(s) of this Agreement is determined to be invalid or unenforceable, the remainder of the Agreement shall remain in full force and effect. The failure of a party to enforce any provision shall not be a waiver of the right to thereafter enforce that provision or any other provision or right.

11.4. Assignment. This Agreement shall not be assigned by either party without the prior written consent of the other party, except as part of a sale or transfer, by way of merger or otherwise, of all or substantially all of the business assets of such party (or, if such party is organized in divisions or other distinct business units, all of the business assets of a division or unit engaged in activities in the Field of Use), and provided further that the assignee agrees to be bound in writing by all the terms of this Agreement in place of the assignor and the assignor agrees to remain responsible for the obligations of the assignee pursuant to the terms set forth herein.

11.5. Binding Upon Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of successors in interest and assigns of Geron and Newco subject to the limitations on assignment.

11.6. Counterparts. This Agreement may be fully executed in two (2) original counterparts, each of which shall be deemed an original.

11.7. Entire Agreement. This Agreement and the JV Agreement constitute the entire agreement between the parties, both oral and written, with respect to the subject matter hereof. No amendment hereto shall be effective unless made in writing and executed by duly authorized representatives of Geron and Newco.

IN WITNESS THEREOF, Geron and Newco have caused this Agreement to be executed by their duly authorized representatives as of the day and year first written above.

GERON CORPORATION

By: /s/ David L. Greenwood
David L. Greenwood
Executive Vice President and
Chief Financial Officer

TA THERAPEUTICS LIMITED

By: /s/ Chu Ching-wu
Chu Ching-wu
Director

Exhibit A

Geron Existing IP

PCT Applications (U.S. and Overseas)

Title	Number
Compositions and Methods for Increasing Telomerase Activity	PCT/US04/20277
Compositions and Methods for Skin Conditioning	PCT/US04/20338
Formulations Containing Astragalus Extracts and Uses Thereof	PCT/US04/20363

U.S. Patents

Title	Number
Method for Screening for Agents Which Increase Telomerase Activity in a Cell	5,830,644
Methods for Measuring Telomere Length	5,741,677
Methods for Measuring Telomere Length	5,834,193
Methods for Screening for Agents which Modulate Telomere Length	5,686,245
Methods of Screening for Compounds that Derepress or Increase Telomerase Activity	6,007,989
Telomerase Activity Assays	5,629,154
Telomerase Activity Assays	5,804,380
Telomerase Activity Assays	5,837,453
Telomerase Activity Assays	5,863,726
Telomerase Activity Assays	5,891,639
Therapy and Diagnosis of Conditions Related to Telomere Length and/or Telomerase Activity	5,707,795

Overseas Patents and Applications

Jurisdiction	Title	Number
Australia	Human Telomerase Catalytic Subunit: Diagnosis	65518/01

Jurisdiction	Title	Number
	and Therapeutic Methods	
Brazil	Human Telomerase Catalytic Subunit: Diagnosis and Therapeutic Methods	PI9712254-8
Canada	Human Telomerase Catalytic Subunit: Diagnosis and Therapeutic Methods	2,267,664
China	Human Telomerase Catalytic Subunit: Diagnosis and Therapeutic Methods	97180256.4
Hong Kong	Human Telomerase Catalytic Subunit: Diagnosis and Therapeutic Methods	01107160.8
Korea	Human Telomerase Catalytic Subunit: Diagnosis and Therapeutic Methods	1019997002838
Norway	Human Telomerase Catalytic Subunit: Diagnosis and Therapeutic Methods	19991588
Singapore	Human Telomerase Catalytic Subunit: Diagnosis and Therapeutic Methods	94355
Australia	Methods for Measuring Telomere Length	697882
Canada	Methods for Measuring Telomere Length	2,196,898
Hong Kong	Methods for Measuring Telomere Length	98112560.8
Japan	Methods for Measuring Telomere Length	9-502170
Mexico	Methods for Measuring Telomere Length	201219
Australia	Telomerase Activity Assays	682082
Australia	Telomerase Activity Assays	723767
Austria	Telomerase Activity Assays	0728207
Belgium	Telomerase Activity Assays	0728207
Canada	Telomerase Activity Assays	2,173,872
Denmark	Telomerase Activity Assays	0728207
Europe	Telomerase Activity Assays	0728207
France	Telomerase Activity Assays	0728207
Germany	Telomerase Activity Assays	69424797.9

Jurisdiction	Title	Number
Greece	Telomerase Activity Assays	3034249
Hong Kong	Telomerase Activity Assays	1011384
Ireland	Telomerase Activity Assays	0728207
Italy	Telomerase Activity Assays	0728207
Japan	Telomerase Activity Assays	2875394
Luxembourg	Telomerase Activity Assays	0728207
Monaco	Telomerase Activity Assays	0728207
Netherlands	Telomerase Activity Assays	0610260
Portugal	Telomerase Activity Assays	0728207
Spain	Telomerase Activity Assays	2147602
Sweden	Telomerase Activity Assays	0728207
Switzerland	Telomerase Activity Assays	0728207
United Kingdom	Telomerase Activity Assays	0728207

Schedule 10-A
Amendment to Geron Licence Agreement
(Pursuant to Clause 12)

This Amendment to Licence Agreement (the "Agreement"), effective ___, 2005 (the "Effective Date"), is between Geron Corporation, a Delaware corporation having a place of business at 230 Constitution Drive, Menlo Park, California 94025 ("Geron") and TA Therapeutics Limited, a Hong Kong limited company whose registered office is at The Hong Kong University of Science and Technology, Clear Water Bay, Kowloon, Hong Kong ("Newco").

RECITALS

WHEREAS, Geron and Biotechnology Research Corporation Limited formed Newco to develop telomerase activation for human therapeutic applications, pursuant to a Joint Venture Agreement dated March 1, 2005 (the "JV Agreement");

WHEREAS, pursuant to the JV Agreement Geron and Newco entered into a Licence Agreement dated as of March 21, 2005 (the "Licence Agreement");

WHEREAS, pursuant to Clause 12.3.1 of the JV Agreement, Geron and Newco now wish to amend the Licence Agreement;

NOW, THEREFORE, Geron and Newco agree as follows:

1. The definition of "Territory" in Section 1.9 of the Licence Agreement is amended to read as follows:

1.9 "Territory" means means the People's Republic of China, Hong Kong, Macau, India, Indonesia, Cambodia, Korea, Laos, Malaysia, Burma, the Philippines, Singapore, Taiwan, Thailand and Vietnam.

2. Section 1 of the Licence Agreement is amended to add the following new definitions as Sections 1.11, 1.12 and 1.13:

1.11 "Net Sales Revenues" means any and all gross revenues, other than Net Sublicence Revenues, received by Newco on account of the sale or transfer of Licensed Products by Newco, less amounts actually paid or payable by Newco with respect to: (a) any applicable sales and value added taxes and any government-imposed duties (excluding income taxes or franchise taxes), (b) trade or cash discounts and rebates, and (c) shipping, insurance and freight costs (to the extent reflected in the relevant invoice).

1.12 "Net Sublicence Revenues" means any and all gross revenues, other than Net Sales Revenues, received by Newco for or on account of the grant of a sublicence of any of the rights granted under the Licence Agreement, less:

any applicable sales and value added taxes and any government-imposed duties (excluding income taxes). Net Sublicence Revenues include, without limitation, upfront fees or equity, milestone payments, annual licence fees, success fees, share of profits, and royalty payments, but exclude payment by a third party of Newco's expenses for research employees and laboratory supplies and equipment directly related to research and development of Licensed Products.

1.13 "Newco Revenues" means Net Sales Revenues and Net Sublicence Revenues.

3. Section 7.2 of the Licence Agree*e*ment i*s* deleted in its entirety and replaced by the following new Section 7.2:

7.2 Termination. This Agreement may be terminated:

(a) by Geron upon sixty (60) days written notice to Newco for Newco's breach of this Agreement, unless such breach is cured to Geron's reasonable satisfaction within said sixty (60) day period, or

(b) by Newco upon sixty (60) days written notice to Geron for Geron's breach of this Agreement, unless such breach is cured to Newco's reasonable satisfaction within said sixty (60) day period, or

(c) by either party upon written notice to the other party if the other party files a voluntary petition in bankruptcy or an involuntary petition is filed against it and not dismissed within sixty (60) days of filing.

4. A new S**e**ction 12 is added at th*e* end o*f* the Licence Agreement, **r**eading as follows:

12. <u>Diligence, Reports and Publications.</u>

12.1 Diligence. Within thirty (30) days of the effective date of this Amendment to the Licence Agreement, Newco will deliver to Geron a development plan (the "Development Plan") that will include Newco's research and development and commercialization work plans for the development and commercialization of Licensed Products and a description of proposed Licensed Products. Newco may make reasonable amendments to the Development Plan from time to time to reflect the results of its development work, provided that the amended Development Plan continues to include all the elements described in the previous sentence and that Newco provides Geron promptly with a copy of any amended Development Plan. Newco will diligently pursue the development and commercialization of Licensed Products in the Field of Use as set forth in and in accordance with the timeline in the then-current Development Plan. Newco's noncompliance in a material respect with the

Development Plan shall be deemed a material breach of the Licence Agreement, provided that failure to achieve an objective by a deadline for reasons beyond Newco's control and in spite of Newco's diligent efforts shall not be deemed a material breach. For purposes of this provision, if Newco's noncompliance with the Development Plan consists of a failure to take an action or achieve an objective by a deadline, Newco may cure such noncompliance by taking such action or achieving such objective within the 60-day notice period.

12.2 Development Reports. On each anniversary of the effective date of this Amendment to the Licence Agreement, Newco will provide Geron with an annual progress report summarizing its activities under the Development Plan, its progress in bringing Licensed Products to market and accomplishing the Development Plan, and any departures or anticipated departures from the Development Plan.

5. A new S**e**ction 13 is added at th*e* end o*f* the Licence Agreement, to read as follows:

13. Royalties and Revenue Sharing.

13.1 Newco shall pay to Geron a royalty equal to * percent (*%) of Newco Revenues generated after the date of this Agreement. If Newco receives Newco Revenues in the form of non-cash consideration (other than equity securities of a third party) for any Licensed Product sold or otherwise transferred to an independent third party hereunder, Newco will pay Geron the royalty computed in accordance with the previous sentence, based upon the fair market value of such non-cash consideration on the date of its receipt by Newco. If Newco receives Newco Revenues in the form of equity securities of a third party, Newco will transfer to Geron * percent (*%) of the number of shares of such equity securities. Notwithstanding the foregoing, Geron shall not be entitled to any royalties on either (a) Net Sales Revenues for any Licensed Products that are made, used, and sold in a country or jurisdiction in which (i) there has never been any Valid Claims under the Geron Existing IP and any applicable Geron Background IP, or (ii) in which all Valid Claims under the Geron Existing IP and any applicable Geron Background IP have expired, or (b) Net Sublicence Revenues in respect of any such country or jurisdiction.

Newco shall pay to Geron the royalties specified in Section 13.1 on a quarterly basis within 60 days after the end of each calendar quarter. With each payment Newco shall provide Geron with a written report that includes, for each calendar quarter, on a product-by-product and country-by-country basis: (i) the identity and quantity of Licensed Products sold by

* Certain information on this page has been omitted and filed separately with the Commission. Confidential treatment has been requested with respect to the omitted portions.

Newco or its sublicensees; (ii) the identity of the countries in which such sales have been made; (iii) the gross and Net Sales Revenues from such sales; and (iv) the gross and Net Sublicence Revenues received by Newco, on a sublicence-by-sublicence basis. After the first such report of sales with respect to any country, the reports shall include that country whether or not Newco or its sublicensees have engaged in any sales in that country during said quarter. Newco shall provide a copy of its audited financial statements for each relevant financial year to Geron as soon as practicable after they are prepared together with a written statement from a director or officer of Newco certifying the amount of the royalties payable to Geron in respect of such financial year. Any discrepancy as to the amount of royalties payable as shown by the audited financial statements for the relevant financial year shall be promptly corrected, within five (5) Business Days after such audited financial statements are made available to Newco, by payment or refund by either Geron or BRC (as appropriate) of the difference in the amount of royalties payable, together with the accrued interest. All payments of royalties by Newco to Geron hereunder shall be made in US$, without any set-off, deduction or withholding of any kind. If Newco is overdue with any payment of royalties to Geron hereunder, then Newco shall be liable to pay interest on the overdue amount at an annual rate of 3% above the prevailing prime lending rate of The Hongkong and Shanghai Banking Corporation Limited, which interest shall accrue on a daily basis from the due date for payment until Geron has received payment of all outstanding sums in full.

13.2 Payments Generally. All payment*s* shal*l* be made in U.S. dollars by wire transfer t*o* the acc**o**unt designated by Geron to Newco in writing from time to time and shall be considered received on the date such funds actually are received in the account. Newco shall be solely responsible for any and all payments due from its sublicensees.

13.3 Non-U.S. Sales – Conversion and Withholding.

(a) Royalties shall be calculated in the currency in which they are received by Newco, and converted into U.S. dollars and paid in U.S. dollars on the basis of the average of the closing spot selling exchange rates on the last Business Day of the calendar quarter as reported by the Wall Street Journal. If the Wall Street Journal ceases to publish currency exchange rates, the parties shall agree to an alternate reference.

(b) If Newco or any other person is required by any law or regulation to make any deduction or withholding (on account of tax or otherwise) from any payment, Newco shall, or (as the case may be) shall procure that its sublicensee or such other person shall, together with such payment, pay such additional amount as will ensure that Geron receives (free and clear of any tax or other deductions or withholdings) the full amount which it would have received if no such deduction or withholding had been

required. Newco shall forward to Geron with its royalty report copies of official receipts or other evidence showing that the full amount of any such deduction or withholding has been paid over to the relevant taxation or other authority.

13.4 Records and Audit. Newco shall keep proper and adequate records and accounts of Net Sales Revenues and Net Sublicence Revenues in sufficient detail to enable the amounts payable to Geron under this Section 13 to be reasonably determined. Newco shall require its sublicensees to keep such records as required by this Section 13.4 and shall be solely responsible to Geron for such sublicensees' compliance with this Section 13.4. Upon reasonable notice to Newco, Geron shall have the right to have an independent certified public accountant, selected by Geron and reasonably acceptable to Newco, and under an appropriate obligation of confidentiality, audit Newco's and Newco's sublicensees' records pertaining to Licensed Products during normal business hours to verify the amounts payable pursuant to this Agreement; provided, however, that such audit: (i) shall not take place more frequently than once a year; and (ii) shall not cover such records for more than the preceding five (5) years. Such audit shall be at Geron's expense unless Newco has paid Geron less than ninety percent (90%) of the amount determined to be due for any full calendar year, in which case Newco shall reimburse Geron for all expenses related to such audit. Any discrepancy between the amount of royalties payable as shown by the results of such audit and the amount of royalties actually paid shall be promptly corrected, within ten (10) Business Days after the results of such audit are made available to Newco, by payment or refund, by either Geron or Newco (as appropriate) of the difference in the amount of royalties payable, together with accrued interest. Newco shall (and shall require its sublicensees to) preserve and maintain all such records and accounts required for audit for a period of at least five (5) years after the quarter to which such records and accounts apply.

6. In all other respects, the Licence Agreement remains unchanged and in full force and effect.

IN WITNESS THEREOF, Geron and Newco have caused this Agreement to be executed by their duly authorized representatives as of the day and year first written above.

GERON CORPORATION

By: _____

TA THERAPEUTICS LIMITED

By: _____

Schedule 11
Geron Services Agreement

This Services Agreement (the "Agreement"), effective 21st March, 2005, (the "Effective Date"), is between Geron Corporation, a Delaware corporation having a place of business at 230 Constitution Drive, Menlo Park, California 94025 ("Geron") and TA Therapeutics Limited, a Hong Kong limited company whose registered office is at The Hong Kong University of Science and Technology, Clear Water Bay, Kowloon, Hong Kong ("Newco").

RECITALS

WHEREAS, Geron and Biotechnology Research Corporation Limited ("BRC") have formed Newco to develop telomerase activation for human therapeutic applications, pursuant to a Joint Venture Agreement dated March 1, 2005 (the "JV Agreement");

WHEREAS, under the JV Agreement Geron agrees to enter into this Agreement to perform certain services for Newco;

NOW, THEREFORE, Geron and Newco agree as follows:

AGREEMENT

1. Definitions.

Capitalized terms not defined in this Agreement shall have the meanings set forth in the JV Agreement.

2. Services.

2.1. Business Services. From time to time Newco and Geron may agree on certain business, administrative, management or professional services ("Business Services") that Geron will perform or cause to be performed for Newco in accordance with the Operations Plan. The scope, period of performance, expected cost, and other terms and conditions for such Business Services, as agreed upon by Newco and Geron, will be set forth in a Business Services Addendum to this Agreement, signed by both parties. The parties contemplate that a separate Business Services Addendum will typically be executed for each distinct category of Business Services.

2.2. Scientific Services. From time to time Newco and Geron may agree on certain scientific research and development work ("Scientific Services") that Geron will perform or cause to be performed for Newco in accordance with the Operations Plan. The scope, period of performance, expected cost, and other terms and conditions for such Scientific Services, as agreed upon by Newco and

Geron, will be set forth in a Scientific Services Addendum to this Agreement, signed by both parties. The parties contemplate that a separate Scientific Services Addendum will typically be executed for each distinct research and development project.

2.3. Performance of Services. Geron will perform all Business Services and Scientific Services (collectively, "Services") in accordance with this Agreement and each applicable Business Services Addendum or Scientific Services Addendum (each an "Addendum" and collectively "Addenda"). Geron warrants that the Services shall be provided with reasonable skill and care and the same degree of care and diligence that Geron uses for similar activities on its own behalf and shall conform to standards generally observed in the biotechnology industry for similar services and Geron will use commercially reasonable efforts to provide the Services in a timely manner.

2.4. Personnel. Geron will use qualified and experienced personnel with the necessary skills and expertise to perform all Services to be performed under this Agreement.

2.5. Third Party Contractors. Geron may engage qualified third-party contractors, consultants or service providers to perform, or assist Geron in performing, the Services, but only if and to the extent specifically authorized by the applicable Addendum. Geron will remain responsible for the due performance of the Services.

3. Payment for Services.

3.1. Direct Cost Reimbursement. In consideration for the Services, Newco will pay Geron the Direct Cost (as defined in Section 3.2 below) of the Services provided, up to the monetary limit specified in the applicable Addendum. Geron shall not exceed, and Newco shall have no obligation to pay any amounts in excess of any monetary limit stated in the applicable Addendum unless approved in writing in advance by Newco.

3.2. Definition of Direct Costs. The "Direct Cost" of Services shall mean the sum of the following:

(a) Salaries and wages of Geron's employees employed in the performance of the Services. Labor charges will be based on time sheets approved by the respective employee's supervisor or such other method as is appropriate for the type of service provided and customarily used by Geron;

(b) Geron's actual cost of employee benefits for such employees (calculated on a pro rata basis by reference to the actual time they are employed in the performance of the Services);

(c) Geron's actual cost for third-party contractors, consultants and service providers authorized pursuant to Section 2.5;

(d) Geron's actual cost for supplies purchased for use in the performance of the Services;

(e) A percentage of Geron's actual cost for common supplies, calculated based on the allocation method used by Geron for such supplies for government grants;

(f) Geron's actual cost for equipment purchased which is substantially dedicated for use in performance of the Services and specifically authorized in the applicable Addendum, and for maintenance of such equipment;

(g) Geron's reasonable travel and related expenses incurred in connection with the performance of the Services by employees whose salaries and wages are chargeable under sub-section (a) above who have been reimbursed under Geron's usual practice and in accordance with Geron's travel policy, provided that the travel has been approved in advance by Newco in the applicable Addendum or otherwise in writing;

(h) Other reasonable out-of-pocket expenses incurred by Geron that are necessary for the proper performance of the Services and which have been approved in advance by Newco in the applicable Addendum or otherwise in writing.

3.3. Billing and Payment. Geron shall submit a monthly invoice to Newco for each calendar month on or before the fifteenth (15th) Business Day of the following calendar month. Each such invoice shall state separately for each Addendum the Direct Cost of Services provided in such month under such Addendum. Newco will pay Geron the amount due under each invoice within thirty (30) calendar days after receipt of the invoice.

4. Limitations on Services.

4.1. No Representation or Warranty. The parties acknowledge that Geron is not in the business of providing the Services as set forth in this Agreement, and is entering into this Agreement as an accommodation to Newco in connection with the JV Agreement. EXCEPT AS EXPRESSLY PROVIDED IN THIS AGREEMENT OR IN AN ADDENDUM, Geron does not make any express or implied representations, warranties or guarantees relating to the Services to be provided hereunder or the quality or results of such services. EXCEPT AS EXPRESSLY PROVIDED IN THIS AGREEMENT OR IN AN ADDENDUM, ALL SERVICES PROVIDED HEREUNDER ARE PROVIDED TO NEWCO ON AN "AS IS" BASIS WITHOUT WARRANTY OF ANY KIND. EXCEPT AS EXPRESSLY PROVIDED IN THIS AGREEMENT OR IN AN

ADDENDUM, GERON HEREBY DISCLAIMS ANY EXPRESS OR IMPLIED WARRANTIES OF ANY KIND, INCLUDING WITHOUT LIMITATION THE IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

4.2. Alternatives. If Geron reasonably believes it is unable to provide any of the Services because of a failure to obtain necessary consents, licences, sublicences or approvals or because of illegality or another cause beyond Geron's control, the parties shall cooperate to determine the best alternative approach. Until such alternative approach is found or the problem is otherwise resolved to the satisfaction of the parties, Geron shall use commercially reasonable efforts to continue providing the Services. To the extent an agreed-upon alternative approach requires payment above and beyond that which is included in Geron's charge for the Services in question, Newco shall be responsible for any such payment only if Newco agrees in advance in writing, provided that if Newco does not agree to be responsible for such payment, Geron will not be required to pursue such alternative approach.

5. Term and Termination.

5.1. Term. The term of this Agreement shall begin on the Effective Date and expire on the eighth (8th) anniversary of the Effective Date, unless earlier terminated as provided below.

5.2. Termination of Agreement. This Agreement and all Addenda shall be terminated automatically**,** as provided in Clause 13.1.1 of the JV Agreement, if Newco is placed in winding up pursuant to the provisions of Clause 11 or Clause 12 of the JV Agreement or otherwise. In addition, this Agreement may be terminated as follows:

5.2.1. By Newco, upon ten (10) days written notice, if Geron is in material breach of its obligations under this Agreement or any Addendum and such breach, if capable of remedy, has not been remedied to the reasonable satisfaction of Newco at the expiry of 60 days following receipt by Geron of a notice in writing from Newco notifying Geron of such breach and reasonably indicating the steps required to be taken to remedy the failure;

5.2.2. By Newco, upon ten (10) days written notice, if Geron ceases to be a Shareholder of Newco;

5.2.3. By Geron, upon ten (10) days written notice, if Newco is in material breach of its obligations under this Agreement or any Addendum and such breach, if capable of remedy, has not been remedied to the reasonable satisfaction of Geron at the expiry of 60 days following receipt by Newco of a notice in writing from Geron notifying Newco of such

breach and Default Notice reasonably indicating the steps required to be taken to remedy the failure;

5.2.4. By Geron, upon sixty (60) days written notice, if Geron ceases to be a Shareholder of Newco.

5.3. Termination of Addendum. Any Addendum may be terminated as follows, unless such Addendum provides otherwise:

5.3.1. By Newco, upon thirty (30) days written notice, with or without cause.

5.3.2. By Newco, upon ten (10) days written notice, if Geron is in material breach of its obligations under such Addendum and such breach, if capable of remedy, has not been remedied to the reasonable satisfaction of Newco at the expiry of 60 days following receipt by Geron of a notice in writing from Newco notifying Geron of such breach and reasonably indicating the steps required to be taken to remedy the failure;

5.3.3. By Geron, upon ten (10) days written notice, if Newco is in material breach of its obligations under such Addendum and such breach, if capable of remedy, has not been remedied to the reasonable satisfaction of Geron at the expiry of 60 days following receipt by Newco of a notice in writing from Geron notifying Newco of such breach and reasonably indicating the steps required to be taken to remedy the failure.

5.3.4. By Geron, upon sixty (60) days' written notice, if Geron ceases to have available the personnel or resources required to perform the Services under such Addendum, provided that this section 5.3.4 will not apply with respect to personnel or resources designated by Geron as being dedicated to the performance of the Services .

5.4. Upon any termination of an Addendum, Geron shall immediately cease performance of services in respect of such Addendum and Newco shall be liable only for Direct Costs in respect of such Services up to the effective date of termination, and Direct Costs to be incurred after the effective date of termination to the extent that Geron is legally obligated to incur them and is unable to cancel the obligation despite reasonable efforts.

6. <u>Indemnification and Limitation of Liability.</u>

6.1. Indemnification. Geron shall indemnify, defend, and hold harmless Newco and its officers, directors, employees and agents (each person or entity, an "Indemnified Person"), from any liability, loss, claim, expense, proceeding, action and/or damage incurred by the Indemnified Person by reason of any act performed or omitted to be performed by Geron, its officers, directors, employees and/or agents in connection with the Services, including reasonable attorneys'

fees and costs and any amounts ex*pend*ed in the settlement of any such claims of liability, loss, or damage and which arises out of or in relation to or by reason of:

(a) the negligence, recklessness or intentional misconduct of Geron, its officers, directors, employees and/or agents in the provisions of the Services; or

(b) any act or omission of Geron, its officers, directors, employees and/or agents outside the prescribed or authorized scope of the Services as defined by the applicable Addendum.

6.2. Limitation of Liability. IN NO EVENT WILL GERON BE LIABLE TO NEWCO FOR INDIRECT OR CONSEQUENTIAL DAMAGES, INCLUDING, WITHOUT LIMITATION, LOSS OF PROFITS.

7. Intellectual Property.

7.1. Subject to the rights of Third Parties in Intellectual Property, Newco shall own all Collaboration Inventions generated by Geron and/or its employees in the course of carrying out the Services.

7.2. In the case of Collaboration Inventions made by employees or agents of Geron (alone or in collaboration with others), Geron shall assign to Newco all its right, title and interest in such Collaboration Inventions.

7.3. Geron shall ensure that its employees and agents shall, where necessary, agree to assign to Newco (or assign to Geron for assignment to Newco under Section 7.2) their interest in any Collaboration Inventions generated by them in the course of carrying out the Services.

7.4. Geron shall use all reasonable endeavours to procure its employees and agents to fully disclose and record all Collaboration Inventions to enable Newco to fully collect, protect, exploit and commercialise the Collaboration Inventions.

7.5. Geron shall procure that, where necessary, written and irrevocable waivers of any such moral or other non-transferable rights in respect of the Collaboration Inventions have been given by its employees and agents in favour of Newco.

7.6. Geron shall do all things reasonably necessary, co-operate in good faith and provide such assistance as may be necessary and do all things as may be required to disclose, protect, maintain, enforce and/or transfer or assign the Collaboration Inventions, and shall procure that its employees and agents shall co-operate in the provision of such assistance including preparing and signing all forms, applications, documents, agreements and deeds to give effect to and complete the transactions, assignments, and licences contemplated by this Section 7.

7.7. The provisions of this Section 7 shall survive any termination of this Agreement.

8. Confidentiality.

8.1. Confidential Information. "Confidential Information" means all non-public and/or proprietary information owned or possessed by the disclosing party and specifically designated as such. Confidential Information includes, without limitation, any methods, techniques and processes, and technical and scientific data, unpublished findings, biological material, know-how, specifications, patent applications, algorithms, programs, designs, drawings, and formulae, and engineering, manufacturing, marketing, development, sales, research, operations, financial and business plans and data disclosed by a party to the other party hereunder. Each party shall ensure that written confidential information is marked "confidential" or with a comparable marking and that confidential information not disclosed in writing is reduced to writing and marked as "confidential" or with a comparable marking within thirty (30) days of disclosure provided that information (other than scientific know-how and scientific techniques) exchanged by the parties hereunder or otherwise that relates to the business or operations of Newco shall be treated as confidential whether or not so marked.

8.2. Confidentiality Obligations. In the course of this Agreement, either or both of the parties may disclose Confidential Information to the other. Except as expressly set forth in this Agreement, during the term of this Agreement or a period of four (4) years from receipt thereof, whichever is longer, the recipient of the Confidential Information will use such information only for purposes of performing its obligations and/or exercising its rights under this Agreement, and will not disclose such information except to its employees and consultants. Each of the parties will ensure that its employees or consultants who receive access to the other party's Confidential Information are legally obligated to maintain the confidentiality of such Confidential Information, and such party shall be responsible for the compliance of its employees or consultants. Each party represents to the other that the terms of this Section 8 do not conflict with any of the representing party's obligations to any other person or entity.

8.3. Exceptions to Confidentiality. The restrictions on use and disclosure of Confidential Information shall not apply to information to the extent any of the following is true:

(a) the information is now, or hereafter becomes, through no act or failure to act on the part of the recipient, generally known or available to the public;

(b) the information is known by the recipient or is already in the possession of the recipient before it receives the information from the disclosing party;

(c) the information is furnished to the recipient by a third party who did not acquire the information directly or indirectly from the disclosing party or under an obligation of confidentiality to the disclosing party or otherwise under circumstances in which such third party did not have the legal right to acquire and furnish to the recipient the information in question;

(d) the information is independently developed by the recipient without use or knowledge of the Confidential Information;

(e) the information is required by law or by order of any court or governmental authority to be disclosed by the recipient. In the event of such compulsory disclosure, however, the recipient shall use reasonable efforts to give the disclosing party sufficient advance written notice to enable it to seek a protective order or other remedy to protect such Confidential Information. The recipient shall use reasonable efforts to disclose only the minimum Confidential Information required to be disclosed, whether or not a protective order or other remedy is in place;

(f) the information is made available by the disclosing party to a third party without similar restrictions; or

(g) the information (i) does not relate to the business or operations of Newco or is scientific know-how or scientific techniques and (ii) is not disclosed in writing or reduced to writing and marked as “confidential” or with other comparable marking within thirty (30) days of disclosure.

9. Publication. Except as otherwise specified in the applicable Addendum, publication of results, records, or other information arising out of or relating to Services will be permitted only with the prior written consent of Newco’s Joint Operating Committee. Newco may withhold that consent if Newco believes that such publication or disclosure may compromise or adversely impact Newco’s product development efforts, competitive position, or business. If Geron wishes to make such a publication or disclosure, it will submit a draft manuscript or disclosure for review by Newco at least forty-five (45) days prior to the date of submission for publication or public disclosure. Newco will, within forty-five (45) days after all members of Newco’s Joint Operating Committee have received the draft, communicate to Geron in writing its decision to:

(i) consent to the publication or disclosure as submitted without changes; or

(ii) consent to the publication or disclosure provided that specified information is deleted, or that publication or disclosure is delayed for a period, not to exceed sixty (60) days, sufficient to permit Newco to file any desire patent applications, or both; or

(iii) withhold consent to the publication or disclosure.

Any publication arising out of or relating to this Agreement shall recognise intellectual contributions by co-authorship and/or acknowledgement, in accordance with applicable academic norms.

10. Miscellaneous.

10.1 Independent Contractor. Geron and Newco agree that, in performing its obligations under this Agreement, Geron shall be an independent contractor, and that neither Geron nor any of its employees or agents shall be deemed for any purpose to be an employee or agent of Newco and Geron shall not hold itself out as such. Nothing in this Agreement shall be deemed to give Geron any right or power to bind Newco to any obligation.

10.2 Governing Law; Dispute Resolution. The validity, construction and enforceability of this Agreement shall be governed by and construed in accordance with the laws of Hong Kong without regard to choice of law provisions. Any dispute arising out of this Agreement shall be resolved as provided in Clause 34.2 of the JV Agreement.

10.3 Notice. Any notice required to be given by either party to the other party may be made (i) by hand delivery by Federal Express or comparable private courier service to the other party's address given herein or such other address as may from time to time be notified for this purpose or (ii) by facsimile transmission to a facsimile number notified in writing by the other party for this purpose. Any properly addressed notice served by hand shall be deemed to have been served on delivery and any notice served by facsimile transmission shall be deemed to have been served when received, as shown by a confirmed transmission report.

10.4 Severability. If any provision in this Agreement shall be found or be held to be invalid or unenforceable then the meaning of said provision shall be construed, to the extent feasible, so as to render the provision enforceable, and if no feasible interpretation would save such provision, it shall be severed from the remainder of this Agreement which shall remain in full force and effect unless the severed provision is essential and material to the rights or benefits received by either party. In such event, the parties shall use best efforts to negotiate, in good faith, a substitute, valid and enforceable provision or agreement which most nearly effects the parties' intent in entering into this Agreement.

10.5 No Waiver. No waiver of any term or condition of this Agreement shall be valid or binding on a party unless the same shall have been set forth in a written document, specifically referring to this Agreement and duly signed by the waiving party. The failure of a party to enforce at any time any of the provisions of this Agreement, or the failure to require at any time performance by the other party of

any of the provisions of this Agreement, shall in no way be construed to be a present or future waiver of such provisions, nor in any way affect the ability of a party to enforce each and every such provision thereafter.

10.6 Assignment. This Agreement may not be assigned without the written consent of both of the parties to this Agreement. Any assignment not in conformance with this Section 10.6 shall be null, void and of no legal effect. This Agreement shall inure to the benefit of, and shall be binding upon, the parties and their respective permitted successors and assigns.

10.7. Counterparts. This Agreement may be executed in any number of counterparts, and each counterpart shall constitute an original instrument, but all such separate counterparts shall constitute only one and the same instrument.

10.8. Force Majeure. Neither party shall be liable for any delay in performing any of its obligations under this Agreement to the extent that such delay is directly caused by any occurrence which is beyond the reasonable control of the party so delaying, including, without limitation, delays arising out of acts of God, acts or orders of any government agency or instrumentality thereof, acts of public enemy, riots, embargoes, strikes, casualties or accidents, deliveries of materials, transportation or shortage of cars, trucks, fuel, power, labor or materials, interruption of or delay in transportation, unavailability of, interruption of or delay in telecommunications, or any other causes, circumstances or contingencies within or without the United States of America which are beyond the reasonable control of such party and such party shall be entitled (subject to giving the other party full particulars of the circumstances in question and to using its best endeavours to resume full performance without avoidable delay) to a reasonable extension of time for the performance of such obligations. Notwithstanding the occurrence of any force majeure event, this Agreement shall continue in full force for the remainder of its term and any renewals thereof.

10.9. Variation. No variation or amendment to this Agreement shall be effective unless in writing signed by authorized representatives of each of the parties.

IN WITNESS WHEREOF, the parties hereto have executed this Services Agreement as of the day and year first above written.

TA THERAPEUTICS LIMITED

By: /s/ Chu Ching-Wu
Chu Ching-wu
Director

GERON CORPORATION

By: /s/ David L. Greenwood
David L. Greenwood
Executive Vice President and
Chief Financial Officer

Schedule 12
Existing Compounds

GRN140665

GRN139951

Schedule 13
Phase I Work Plan

Objectives

A. *

B. *

A. Strategy for Drug Development

1. *
2. *
3. *
4. *
5. *

B. Strategy for Discovery Research

1. *
2. *
3. *

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* Certain information on this page has been omitted and filed separately with the Commission. Confidential treatment has been requested with respect to the omitted portions.

A. Drug Development Workplan

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B. Discovery Research Workplan

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   c. *
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   a. *
3. *
   a. *
      i. *
      ii. *

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Job Descriptions for TA JV

Phase I FTEs (#)	Responsibilities	Requirements
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Discovery Research Phase I&II FTEs (#)	Responsibilities	Requirements
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Schedule 14
Phase II Work Plan

Drug Development Workplan:

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Phase II FTEs (#)	Responsibilities	Requirements
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* Certain information on this page has been omitted and filed separately with the Commission. Confidential treatment has been requested with respect to the omitted portions.

IN WITNESS whereof this Agreement has been executed by the Parties and is intended to be and is hereby delivered on the date appearing at the head hereof.

SIGNED by)
for and on behalf of)
BIOTECHNOLOGY) /s/ Roland Chin
RESEARCH CORPORATION)
LIMITED)
in the presence of:)
/s/ Connie SO Yan-yan

SIGNED by David Greenwood)
for and on behalf of)
GERON CORPORATION)
in the presence of:)

/s/ David L. Greenwood
David Greenwood
Executive Vice President and
Chief Financial Officer

/s/ James Griffiths
Witness
Name: James B. Griffiths, Solicitor
Address: 1105 – 1009 Jardine House
1 Connaught Place
Hong Kong.
Occupation:

EXHIBIT 10.2

CONFIDENTIAL TREATMENT HAS BEEN REQUESTED FOR PORTIONS OF THIS EXHIBIT. THE COPY FILED HEREWITH OMITS THE INFORMATION SUBJECT TO THE CONFIDENTIALITY REQUEST. OMISSIONS ARE DESIGNATED AS *. A COMPLETE, UNREDACTED VERSION OF THIS EXHIBIT HAS BEEN FILED SEPARATELY WITH THE SECURITIES AND EXCHANGE COMMISSION.

Execution Copy

FORMATION AND SHAREHOLDERS AGREEMENT

This FORMATION AND SHAREHOLDERS AGREEMENT ("**Agreement**") is made as of April 5, 2005, by and among stART Licensing, Inc., a Delaware corporation (the "**Company**"), Exeter Life Sciences, Inc., an Arizona corporation ("**Exeter**") and Geron Corporation, a Delaware corporation ("**Geron**") (each of Exeter and Geron, a "**Shareholder**" and, together, the "**Shareholders**"; each of the Shareholders and the Company, a "**Party**" and, collectively, the "**Parties**").

RECITALS

A. The Shareholders wish to form an entity for the purpose of managing their Intellectual Property interests and related rights in the Field.

B. Exeter has formed and wholly owns the Company. At the Closing (as defined below) Geron wishes to contribute certain assets into the Company in exchange for shares in the Company. Exeter wishes to contribute certain assets and cash into the Company in exchange for additional shares of the Company's common stock.

C. The Shareholders now desire to make such contributions to the Company, and the Company desires to accept such contributions, in each case on the terms set forth herein, and the Shareholders wish to set forth certain understandings with respect to the management and operation of the Company.

NOW THEREFORE, for valuable consideration, the receipt and adequacy of which are hereby acknowledged, the Parties hereby agree as follows:

AGREEMENT

1. Definitions

1.1 "**Acquisition Preferred Stock**" is defined in Section 3.2(d).

1.2 "**Affiliate**" means any Person: (a) that is controlled by, controls, or is under common control with a Party (collectively, a "**Controlled Person**"); or (b) that is controlled by, controls, or is under common control with any such Controlled Person, in each case for so long as such control continues. For purposes of this definition, "**control**" shall mean the possession, directly or indirectly, of power to direct or cause the direction of management or policies

(whether through ownership of securities or other ownership interests, by contract or otherwise), provided however, that two companies shall not be deemed to be under common control by virtue of the possession by one Person of such power with respect to both companies if (i) such Person exercises such power solely through delegates, e.g., members of the board of directors of each such company, and (ii) the delegates for the two companies are different, and (iii) neither the delegates nor the Person attempts to coordinate the exercise of such power by the two delegates. For the purpose of this Agreement, the Company shall not be considered an "Affiliate" of either Shareholder.

1.3 "**Annual Plan**" means an executive-level business operations plan that sets forth in reasonable detail: (a) the Company's current operational status; (b) the Company's performance goals for the next succeeding fiscal year, including business development, sales, and marketing goals; (c) a comparative description of the Company's business results for the previous year and its performance goals for the next fiscal year; (d) a budget (including, anticipated revenues and expenses of the Company, and assumptions for such anticipated revenues and expenses) for the next fiscal year; (e) an expenditure budget, including details of the anticipated capital expenditures, borrowing requirements, a cash-flow forecast consistent with the above-capital expenditures, revenues and expenses) for the upcoming fiscal year; (f) any financing or capital requirements necessary to achieve the Company's business and operational goals for the next fiscal year; and (g) the identity of any Exeter Affiliate proposed to act as a contractor for or otherwise provide services to the Company, together with a budget for amounts to be paid to each Exeter Affiliate, such a plan to be as approved each year and revised from time to time by the Board.

1.4 "**Applicable Law**" means, as to any Person, any statute, law, rule, regulation, directive, treaty, judgment, order, decree or injunction of any Governmental Authority that is applicable to or binding upon such Person or any of its properties.

1.5 "*** Acquisition**" is defined in Section 3.2(d).

1.6 "**Bankrupt Party**" is defined in Section 8.2.

1.7 "**Board**" means the board of directors of the Company.

1.8 "**Breaching Party**" is defined in Section 8.2.

1.9 "**Bylaws**" means the bylaws of the Company substantially in the form of attached Exhibit 1.9, as amended from time to time.

1.10 "**Business**" is defined in Section 2.

1.11 "**Business Day**" means a day on which commercial banks in both Arizona and California are generally open to conduct their regular banking business.

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1.12 "**Certificate**" means the certificate of incorporation of the Company substantially in the form of attached Exhibit 1.12, as amended from time to time.

1.13 "**Change of Control**" means a Party's (i) sale, lease, or other disposition of all or substantially all of its assets, rights or businesses or license or sale of substantially all of its intellectual property, or the acquisition of a Party by, or merger, consolidation, reorganization, business combination of a Party into or with another entity in which the stockholders of a Party immediately prior to such acquisition, merger, consolidation, reorganization or business combination do not own a majority of the outstanding voting shares of the surviving, purchasing, or newly resulting business entity (a "**Merger Transaction**"); or (ii) any transaction or series of related transactions to which a Party is a party in which in excess of fifty percent (50%) of a Party's voting power is transferred, provided, however, any consolidation, business combination, or merger effected exclusively to change the domicile of a Party and the issuance of shares by the Party in a transaction whose primary purpose is to raise capital for a Party and does not involve any Merger Transaction, shall not be deemed a Change of Control.

1.14 "**Claim Notice**" is defined in Section 10.2.

1.15 "**Closing**" shall mean the closing of the transactions contemplated by Section 4.1.

1.16 "**Closing Date**" is defined in Section 4.1.

1.17 "**Common Stock**" is defined in Section 3.2(a).

1.18 "**Company**" is defined in the first paragraph of this Agreement.

1.19 "**Company Intellectual Property**" means the Initial Intellectual Property and any additional Intellectual Property acquired by the Company.

1.20 "**Company Interest**" means, as to any Person, the percentage interest represented by the Securities (on an as-converted to Common Stock basis) then held by such Person divided by all then outstanding Securities (on an as-converted to Common Stock basis).

1.21 "**Confidential Information**" is defined in Section 6.2.

1.22 "**Contribution and License Agreement**" means the Contribution and License Agreement, dated as of the date hereof, among Geron, Exeter and the Company in a form agreed upon by the Shareholders, as amended from time to time, and to be effective on the Closing Date.

1.23 "**Deadlock Event**" is defined in Section 6.6.

1.24 "**Default Notice Period**" is defined in Section 8.3

1.25 "**Default Ratio**" is defined in Section 8.3

1.26 "**Defaulted Shares**" is defined in Section 8.3

1.27 **"Director**" means a director of the Company with the powers and duties specified in the General Corporation Law and the Certificate.

1.28 "**Disclosing Party**" is defined in Section 6.2.

1.29 "**Effective Date**" means the date of this Agreement.

1.30 "**Exeter Payment Breach**" is defined in Section 8.3(c).

1.31 "**Exeter Purchase Price**" shall mean the aggregate amount of * DOLLARS ($*) of which * DOLLARS ($*) shall be provided to the Company at the Closing in accordance with Section 4.1 and a total of * DOLLARS ($*) shall be provided to the Company, from time to time, in accordance with Section 3.2(b).

1.32 "**FDA Approval**" means a final public announcement, statement or notification by the FDA permitting meat or milk from cloned animals to enter the human food chain, without imposing new restrictions that are projected by the Board of NewCo (without requirement for Supermajority Approval) to delay commercialization of meat or milk obtained from cloned animals for the consumption by humans by more than 12 months; provided that if new restrictions that are projected to cause such delay are imposed by the FDA in connection with such announcement, statement or notification, "FDA Approval" shall mean the first bona fide commercial sale of milk or meat from a cloned animal for human consumption complying with such new restrictions.

1.33 "**FDA Approval Payment**" is defined in Section 3.2(c).

1.34 **"Field**" is defined in the Contribution and License Agreement.

1.35 "**FMV**" means the fair market value of the Company or the Securities subject to a proposed Transfer, as determined by appraisal pursuant to Section 9.7.

1.36 "**General Corporation Law**" means the law of the State of Delaware including any applicable provision of Title 8 of the Delaware Code, or any successor statute, as from time to time amended and in effect from time to time.

1.37 "**Governmental Authority**" means any domestic or foreign government, governmental authority, court, tribunal, agency or other regulatory, administrative or judicial agency, commission or organization, and any subdivision, branch or department of any of the foregoing.

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1.38 "**GSC Field**" means the cloning, development, making, using, selling, offering to sell, importing or exporting of feline and canine animals and Endangered Species (as well as any transgenic variants or enhancements thereto) for personal, business or commercial purposes. Specifically excluded from the GSC Field is the cloning of such animals for all purposes related to veterinary or human medical therapies, including, but not limited to, the production of biopharmaceutical agents, proteins, peptides and polypeptides in milk, and production of immunoglobulin in the blood of Bos taurus and Bos indicus, for pharmaceutical, nutraceutical or other use; provided, however, GSC may make transgenic cloned animals whereby gene therapy has been employed to correct a particular medical or health defect in that animal. "**Endangered Species**," as used in this definition, means any species that is or has ever been (i) extinct or (ii) classified as threatened, vulnerable or in danger of extinction throughout all or a significant portion of its range by any governmental or international authority, treaty, law or regulation or (iii) classified under the guidelines of the Convention of International Trade of Endangered Species of Wild Fauna and Flora.

1.39 "**Indemnified Party**" and "**Indemnifying Party**" are defined in Section 10.1.

1.40 "**Initial Intellectual Property**" means the Intellectual Property contributed to the Company pursuant to the Contribution and License Agreement.

1.41 "**Intellectual Property**" means throughout the world, any rights with respect to intellectual property and includes (i) patents, patent applications and other patent rights; (ii) copyrights, author's rights, related rights (including without limitation so-called "neighboring rights" and "sui generis" rights), database rights and similar rights; (iii) rights in, to and under trade secrets and other rights with respect to confidential or proprietary information; (iv) rights in, to and under trademarks, trade names, trade dress, and service marks or similar rights with respect to identification of source or origin; (v) other rights with respect to inventions, inventor's certifications, invention disclosures, discoveries, improvements, know-how, formulae, algorithms, processes, technical information and other technology; (vi) other intellectual and industrial property rights, whether or not subject to statutory registration or protection; and (vii) all rights under any license or other arrangement with respect to the foregoing.

1.42 "**Interested Director Provisions**" is defined in Section 11.6.

1.43 "**License Consents**" means written consents (in form and substance acceptable to the Shareholders) from (a) the Roslin Institute ("**Roslin**") pursuant to that certain Agreement, by and among Roslin, Geron and the Company, entered into contemporaneously with this Agreement, and attached hereto as Exhibit 1.43(a), and (b) Roslin pursuant to that certain Agreement, by and among Roslin, Exeter and the Company, entered into contemporaneously with this Agreement, and attached hereto as Exhibit 1.43(b).

1.44 "**Manager**" is defined in Section 5.11.

1.45 "**Management Services Agreement**" means the Management Services Agreement, dated as of the date hereof, between the Company and the Manager, as approved by Geron, and to be effective on the Closing Date.

1.46 "**Material Adverse Effect**" means, as to any Person, any event, occurrence, fact, condition, change or effect that is materially adverse to the business, operations, prospects, results of operations, condition (financial or otherwise), properties or assets of such Person considered as a whole.

1.47 "**New Securities**" shall mean shares of Common Stock, and any rights, options or warrants to acquire Common Stock and any securities that are, or may become, convertible into or exchangeable for Common Stock; provided, however, that the term "New Securities" does not include (i) Common Stock of the Company issued to the Shareholders at the Closing; or (ii) Common Stock issued in connection with any stock split or stock dividend of the Company.

1.48 "**Non-Bankrupt Party**" is defined in Section 8.2.

1.49 "**Non-Breaching Party**" is defined in Section 8.3.

1.50 "**Non Disclosure Agreements**" shall mean the Mutual Confidentiality Agreement between Exeter Life Sciences and Geron Corporation dated August 1, 2003.

1.51 "**Offer Notice**" is defined in Section 9.2(a).

1.52 "**Party**" and "**Parties**" are defined in the opening paragraph of this Agreement.

1.53 "**Person**" means a natural individual, Governmental Authority, partnership, firm, corporation, or other business association.

1.54 "**Predetermined Acquisition Guidelines**" means the written Intellectual Property acquisition guidelines developed by the Company and approved by Supermajority Approval.

1.55 "**Pre-existing License Agreements**" is defined in the Contribution and License Agreement.

1.56 "**Preferred Stock**" means the Acquisition Preferred Stock and any other shares of preferred stock issued by the Company to a Shareholder.

1.57 "**Preferred Stock Repurchase Agreement**" means the Preferred Stock Repurchase Agreement, dated the date hereof, between Exeter and Geron, for the repurchase by Exeter of the shares of Series P Preferred Stock of Exeter held by Geron and warrants held by Geron exercisable for shares of Series P Preferred Stock of Exeter.

1.58 "**Pro Rata**" means pro rata based on the relative Company Interests of the relevant Shareholders.

1.59 "**Receiving Party**" is defined in Section 6.2.

1.60 "**Related Documents**" is defined in Section 11.6.

1.61 “**Shareholder**” and “**Shareholders**” are defined in the opening paragraph of this Agreement.

1.62 “**Securities**” means all outstanding shares of Common Stock or Preferred Stock.

1.63 “**Selling Party**” is defined in Section 9.2(a).

1.64 “**Subsidiary**” shall mean any partnership, firm, corporation, or other business association (a) that is controlled by a Shareholder (“**Direct Subsidiary**”); or (b) that is controlled by any such Direct Subsidiary, in each case for so long as such control continues. For purposes of this definition, “**control**” shall mean the possession, directly or indirectly, of power to direct or cause the direction of management or policies (whether through ownership of securities or other ownership interests, by contract or otherwise). For the purpose of this Agreement, the Company shall not be considered a “Subsidiary” of either Shareholder.

1.65 “**Successor in Interest**” is defined in Section 9.1.

1.66 “**Supermajority Approval**” is defined in Section 5.7.

1.67 “**Third-Party Licensor**” is defined in the Contribution and License Agreement.

1.68 “**Transaction Documents**” means this Agreement, the Management Services Agreement, the Contribution and License Agreement, the Preferred Stock Repurchase Agreement and the License Consents.

1.69 “**Transfer**” is defined in Section 9.1.

1.70 “**ViaGen Field**” means Field as defined in the CT Agreement (as defined in the Contribution and License Agreement) and further limited to the following species: bovine; porcine; and equine.

2. Business of Company

The purpose of the Company is to be an intellectual property holding company that manages, prosecutes, maintains and exploits the Company Intellectual Property (as amended or modified by Supermajority Approval from time to time, the “**Business**”).

3. Establishment and Capitalization of the Company

3.1 Establishment. The Company has been organized as a California corporation and, as of the Effective Date, is a wholly owned subsidiary of Exeter.

3.2 Capitalization.

(a) Initial Capitalization. The Company’s initial authorized capital stock consists of (i) 40,000 shares of Common Stock, par value $0.001 per share, (the “**Common Stock**”), of which, on the Effective Date, 100 fully paid and non-assessable shares are issued and outstanding and held by Exeter and (ii) 10,000 shares of Preferred Stock, par value $0.001 per

share. No dividends or other distributions shall be paid with respect to any shares of Common Stock that are not fully paid and non-assessable. Shares of Common Stock that are not fully paid and non-assessable may be transferred pursuant to Section 9.1, provided that in the case of a transfer by Exeter to an Affiliate, Exeter shall remain liable to the Company for the payment of the remainder of the Exeter Purchase Price in accordance with the terms hereof. At the Closing, the Company shall issue shares of Common Stock as follows:

(i) Exeter Closing Subscription. On the Closing Date, Exeter shall subscribe for 4,910 partly paid and assessable shares of Common Stock (the "**Exeter Closing Stock**"), representing in the aggregate, with the shares owned by Exeter on the date hereof, a fifty and one-tenth percent (50.1%) Company Interest. The Exeter Closing Stock shall be assessable in accordance with Section 1.30.

(ii) Geron Closing Subscription. On the Closing Date, Geron shall subscribe for 4,990 shares of Common Stock, representing in the aggregate a forty nine and nine-tenths percent (49.9%) Company Interest.

(b) Contribution of Remainder of Exeter Purchase Price. Exeter agrees to contribute the remainder of the Exeter Purchase Price from time to time as required to fund the Annual Plan but in any event within twenty four (24) months following the Closing Date.

(c) FDA Approval Payment. Upon FDA Approval, the Parties agree that Geron shall be entitled to receive * DOLLARS ($*) from Exeter (the "**FDA Approval Payment**"). Within ten (10) Business Days of FDA Approval, Exeter agrees to pay * DOLLARS ($*) to Geron.

(d) Acquisition Preferred Stock. In the event that the Board, by Supermajority Approval, considers it in the best interest of the Company to cause the Company to acquire certain rights to * * (*) technology, including rights held by * (with the scope of such rights to be as approved by the Board, the "*** Acquisition**") the Shareholders agree that up to * DOLLARS ($*) of the cost of such acquisition shall be financed through the issuance of preferred stock to Exeter on the terms set forth in this subsection (the "**Acquisition Preferred Stock**"). Any remaining cost of such acquisition shall be paid from the operating capital of the Company, subject to Supermajority Approval. The Company will issue such number of shares of Acquisition Preferred Stock to Exeter, based on the amount actually contributed to the Company by Exeter to fund the * Acquisition, as reflects a $* price for shares representing a * % Company Interest. The terms of the Acquisition Preferred Stock will be set forth in a Statement of Designation adopted by Supermajority Approval of the Board, and shall conform to the requirements of this subsection as more fully described in Attachment 1. The Acquisition Preferred Stock shall not be entitled to dividends, except on a pro rata basis with the Common Stock. The Acquisition Preferred Stock will generally have the same voting rights as the Common Stock. The Acquisition Preferred Stock shall be preferentially repaid to Exeter out of proceeds or available cash at the time that a liquidity opportunity is presented to the Company's shareholders (e.g., IPO, private equity recapitalization, sale of the company).

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Following payment of such liquidation preference, the Acquisition Preferred Stock will share on a pro rata basis with the Common Stock in any remaining proceeds.

(e) Future Investments. Subject to Section 3.3, the Manager, pursuant to the terms of the Management Services Agreement, shall be responsible for coordinating and arranging any additional equity and/or debt financings from third parties necessary to sustain the operations of the Company, as determined by the Board. The Shareholders shall be under no obligation to provide additional capital or to loan money to, or to guarantee any borrowings of, the Company for any purpose whatsoever.

3.3 Preemptive Rights. Other than with respect to the Acquisition Preferred Stock**,** each Shareholder shall have a preemptive right to purchase up to its Pro Rata share of any New Securities. The Company agrees to notify each Shareholder in writing of any proposed issuance of New Securities to which such preemptive rights apply, setting forth the terms of such offering. Each Shareholder shall notify the other Shareholder and the Company, within twenty (20) Business Days after receipt of such notice, of its decision to participate in any proposed issuance of New Securities (failure to so respond during such period constituting an election not to participate).

4. Closing; Conditions Precedent

4.1 Closing. The Closing shall take place as soon as practicable after all conditions set forth in Article 4 are met or waived. On the date of such Closing ("**Closing Date**"):

(a) The Parties shall enter into this Agreement, the Contribution and License Agreement, the Preferred Stock Repurchase Agreement and the License Consents, and Exeter and the Company shall enter into the Management Services Agreement.

(b) Exeter shall pay * DOLLARS ($*) in immediately available funds of the Exeter Purchase Price to the Company.

(c) The Company shall issue and deliver to each Shareholder share certificates representing the shares of Common Stock subscribed for pursuant to Section 3.2(a).

(d) The Company shall pay FOUR MILLION DOLLARS ($4,000,000) to Geron.

(e) The closing of the transactions contemplated by the Preferred Stock Repurchase Agreement shall take place.

(f) Each of the Parties shall deliver to the other Party a certificate from an officer of such Party confirming (a) the certificate of incorporation and bylaws of such Party and (b) resolutions of its board of directors approving the Transaction Documents and the transactions contemplated hereby and thereby.

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(g) The Parties shall deliver such other certificates, instruments or documents required to be delivered at or prior to Closing pursuant to the provisions of this Agreement and the Transaction Documents.

(h) The Parties shall have approved the Annual Plan for the initial fiscal year (2005).

4.2 Conditions Precedent to the Obligations of the Parties. The Closing shall be subject to the satisfaction, on or before the Closing Date, of the following conditions precedent:

(a) No order shall have been entered, and not vacated, by a court or administrative agency of competent jurisdiction in any action or proceeding which enjoins, restrains or prohibits consummation of any transaction contemplated by this Agreement.

(b) All consents, approvals and other action by, all notices to and all filings with all Governmental Authorities that are required to have been obtained, taken or made in connection with the execution, delivery and performance of this Agreement by the Parties shall have been obtained, undertaken or made, as the case may be.

(c) No claim, action or other proceeding shall be pending or threatened by any Governmental Authority or private person before any court or administrative agency which (in the opinion of reputable counsel) creates any reasonable possibility that the consummation of any transaction contemplated by this Agreement will be restrained, enjoined or otherwise prevented, or result in any damages being recovered or other relief obtained against any of the Parties.

4.3 Conditions Precedent to the Obligations of Exeter. The obligations of Exeter to subscribe for the Common Stock in accordance with Section 3.2(a) shall be subject to the satisfaction, on or before the Closing Date, of the following conditions precedent:

(a) The representations and warranties of Geron in Section 7.2 and of the Company in Section 7.3 shall have been true and correct as of the date made and shall be true and correct as of the Closing Date as if remade as of such date, Exeter shall have received certificates signed by duly authorized officers of Geron, certifying to that effect with respect to the representations and warranties of Geron in Section 7.2, and Geron shall have performed or complied in all material respects with all obligations and covenants required by this Agreement to be performed or complied with by it through the Closing Date.

4.4 Conditions Precedent to the Obligations of Geron. The obligations of Geron to subscribe for the Common Stock in accordance with Section 3.2(a) shall be subject to the satisfaction, on or before the Closing Date, of the following conditions precedent:

(a) The representations and warranties of Exeter in Section 7.1 and of the Company and Exeter in Section 7.3 shall have been true and correct as of the date made and shall be true and correct as of the Closing Date as if remade as of such date, Geron shall have received certificates signed by duly authorized officers of Exeter certifying to that effect with respect to the representations and warranties of Exeter in Section 7.1, and Exeter shall have performed or

complied in all material respects with all obligations and covenants required by this Agreement to be performed or complied with by it through the Closing Date.

5. Operation and Management of the Company

5.1 Operation of the Company; Access to Information.

(a) Each Shareholder agrees to take all actions necessary to ensure that the Company shall be operated in accordance with the terms of this Agreement, including, without limitation, to vote (or to execute consents, as applicable) all Securities held by it (and to cause all Securities held by its permitted transferees under Section 9 that are Affiliates to be voted) and to cause the Directors nominated by it to vote to effect the terms hereof.

(b) After the Closing Date, either Shareholder may have in its possession or under its control (or the control of persons or firms that have rendered services to or otherwise done business with it) books, records, contracts, instruments, data and other information (collectively, "**Information**") that may prove necessary or desirable to the Manager in connection with performing its services hereunder. Accordingly, at all times after the Closing Date, (a) each Shareholder agrees to provide to the Manager, upon the Manager's written request, at all reasonable times, full and complete access to (including access to persons or firms possessing), and duplication rights with respect to, any and all such Information as the Manager may reasonably request and require in the conduct of the Business, and (b) each Shareholder agrees to use its best efforts to make available to the Manager, upon the Manager's written request, its officers, directors, employees and agents as witnesses to the extent that such persons may reasonably be required in connection with any legal, administrative or other proceedings in which the Company may from time to time be involved. Information shall include, without limitation, information sought for prosecution, maintenance, and protection of patents, audit, accounting, claims, litigation and tax purposes as well as for, as applicable, purposes of fulfilling disclosure and reporting obligations under federal securities laws.

(c) In the event that, at the written request of the Company, a Shareholder makes available any of its personnel to provide material substantive services to the Company with respect to the Company's day-to-day operations, such Shareholder shall be reimbursed for providing such services in accordance with this subsection. A Shareholder will not be compensated pursuant to this subsection for services provided to the Company in its role as a Shareholder, including (i) for making available its personnel to serve as Directors or officers of the Company, and (ii) for the services provided by the Directors or officers to the Company in their capacity as such. In addition, a Shareholder will not be reimbursed for services provided pursuant to this subsection for the first six months following the Closing Date, or for any services contemplated to be provided at no charge by the Contribution and License Agreement. Upon receiving a written request for services or advice from the Manager on behalf of the Company, a Shareholder may respond in writing that it believes the request to be for material substantive services outside the scope of its duties as a Shareholder, and indicate a proposed hourly rate at which its personnel would perform such services, together with an estimate of the amount of time it would expect such services to take. The Manager may then engage the personnel of such Shareholder to perform such services on the terms set forth in the proposal, or elect to obtain such services elsewhere. For the avoidance of doubt, in the event of any conflict

between this Section 5.1(c) and any provision of either the Management Services Agreement or the Contribution and License Agreement regarding the provision of services by the Shareholders to the Company, the applicable provisions of such other agreements shall be controlling.

5.2 No Conflicting Voting Arrangements. Each Shareholder agrees not to grant any proxy or enter into or agree to be bound by any voting trust with respect to the Securities held by it nor shall any Stockholder enter into any stockholder agreements or arrangements of any kind with any Person with respect to the Securities if compliance with such proxy, voting trust, agreement or arrangement would entail non-compliance with this Agreement (whether or not such agreements and arrangements are with the other Shareholder). The foregoing prohibition includes, but is not limited to, agreements or arrangements with respect to the acquisition, disposition or voting of shares of Securities.

5.3 Board of Directors. The Company will be managed by the Board in accordance with the terms of this Agreement and Applicable Law. For so long as both Shareholders continue to hold shares of Securities, the Board shall consist of five (5) Directors, three (3) of whom (including the Chairman) shall be nominated by Exeter, and two (2) of whom shall be nominated by Geron. In the event of purchase by Geron of Defaulted Shares as set forth in Section 8.3(c), representation of the Shareholders on the Board may, at Geron's request if provided in writing within sixty (60) days of such purchase, be modified to reflect the proportionate ownership interests of the Shareholders in the Company.

5.4 Removal; Reappointment of Directors. Any Director may be removed for cause in accordance with Applicable Law. In addition, each Shareholder having the right to nominate a Director pursuant to this Section 5 shall also have the right, in its sole discretion, to remove such Director at any time, effective upon delivery to the Company of written notice from such Shareholder removing the Director or Directors it nominated with a copy to the other Shareholder. In the case of a vacancy in the office of a Director for any reason (including removal pursuant to the preceding sentence), the vacancy shall be filled by the Shareholder that nominated the Director in question. Notwithstanding anything to the contrary herein, if a Shareholder no longer holds any shares of Securities, the other Shareholder ("**Continuing Shareholder**") shall have the right to remove all Directors previously nominated and appointed by the other Shareholder pursuant to Sections 5.3 and 5.4 and fill such vacancies with Directors nominated by such Continuing Shareholder.

5.5 Quorum. The Bylaws of the Company shall provide that the presence of a majority of all Directors, provided that at least one Director nominated by each of Exeter and Geron are part of such majority, shall constitute a quorum for the transaction of business by the Board and that resolutions of the Board may be adopted only upon the affirmative vote of at least a majority of the members of the Board present, unless a different vote is required by law, the Certificate of the Company, the Bylaws or this Agreement.

5.6 Board Meetings. The Bylaws shall provide that at least forty eight (48) hours notice shall be given to each member of the Board and each committee thereof prior to any meeting of the Board unless such notice shall have been waived in accordance with the General Corporation Law. The Bylaws shall provide that each Shareholder shall have the authority to convene Board meetings, including the authority to specify the time and place of such meetings.

The Company shall pay the reasonable travel expenses incurred by Directors in attending any Board meeting.

5.7 Supermajority Consent of the Board. In addition to matters entrusted to the Board under Applicable Law and pursuant to the other provisions of this Agreement, any of the actions described in attached Exhibit 5.7 shall require the approval and consent of at least four (4) Directors (a "**Supermajority Approval**").

5.8 Executive Officers.

(a) President. The Company shall have one President, or similarly titled executive officer (the "**President**"), who shall be the chief executive officer of the Company and who shall be responsible for the day-to-day operations of the Company. The President shall be elected by the Board from among the candidates nominated by the Manager. The President shall be appointed for a two-year term, subject, in the case of a President who is an employee or board member of the Manager or an Affiliate of the Manager, to the right of the Manager to remove and replace the President at any time with the consent of the Board (which consent shall not be unreasonably withheld).

(b) Other Officers. The Company shall have a secretary and a treasurer, with such duties as are set forth in the Bylaws or in the General Corporation Law. The Board or the President may also appoint one or more vice-presidents, assistant secretaries, assistant treasurers, and such other officers and agents with such powers and duties as it or he shall deem necessary.

5.9 Shareholders' Meetings. The shareholders of the Company shall receive notice of each shareholders' meeting at least twenty (20) Business Days before the scheduled date of such meeting. The Company shall have at least one shareholders' meeting each calendar year. Such meeting will take place at such time and place as is determined by the Board.

5.10 Quorum for Shareholders Meetings; Voting. The Bylaws shall provide that the presence of shareholders representing a majority of the Company Interests, provided that both Exeter and Geron are part of such majority, shall constitute a quorum at all meetings of the shareholders, and no meeting of the shareholders shall be validly convened or constituted unless a quorum is present at such meeting. The Bylaws shall provide that a quorum is required for any vote to be taken, and that the departure of a shareholder during a meeting may cause the loss of a quorum. If a quorum is present, the affirmative vote of the majority of the shares represented at the meeting and entitled to vote on a matter shall be the act of the Shareholders, unless the vote of a greater number or voting by classes is required by law.

5.11 Manager. The day-to-day operations of the Company shall be managed by a manager, appointed by Supermajority Approval (the "**Manager**"). The Manager shall initially be Exeter. The duties, rights and obligations of the Manager shall be as described in the Management Services Agreement.

5.12 Financial Matters.

(a) Fiscal Year. The Company's fiscal year shall end on December 31 of each year.

(b) Annual Plan. The Manager shall prepare and submit to the Board for its review and approval a draft version of the Annual Plan no later than November 1 of each year and the final version of the Annual Plan no later than December 1 of each year. The Manager may submit a mid-term revision to any Annual Plan to the Board for approval. The Board shall cause the Company to conduct its operations in accordance with the Annual Plan as in effect from time to time. In the event that the Board shall not approve a final Annual Plan prior to January 1 of a given year, then the Annual Plan in effect for the preceding year shall remain in effect until a new Annual Plan is approved. If a new Annual Plan is not approved prior to June 30 of the applicable year, then a Deadlock shall be deemed to have occurred.

(c) Financial Statements and Accounting Records. Financial statements for the Company, including, without limitation, a balance sheet, income statement, statement of cash flows and statement of shareholders' equity, shall be submitted by the Company to each of the Shareholders (a) within thirty (30) days after the end of each fiscal quarter for such quarter, and (b) within sixty (60) days after the end of each fiscal year for such year. Each of the annual financial statements shall be audited and certified by a nationally recognized accounting firm retained by the Manager on behalf of the Company. All financial statements shall be prepared at the cost of the Company, shall be prepared in reasonable detail and in accordance with generally accepted accounting principles, and shall contain such financial data as the Shareholders may reasonably request in order to keep the Shareholders advised of the Company's financial status (although interim statements need not include footnotes and may be subject to year-end adjustments). The Manager shall provide the Shareholders with such financial information as the Shareholders may reasonably request for purposes of complying with their periodic reporting obligations under U.S. securities law and shall cooperate with the Shareholders in connection with complying with such obligations.

5.13 Dividends. Subject to applicable law, the Shareholders agree, with respect to each fiscal quarter, that if, on the last day of such fiscal quarter, the Company maintains reserves in the form of cash or short term investments ("**Cash on Hand**") equal to at least $* (the "**Retained Operating Capital**"), then the Company shall distribute dividends to the Shareholders within sixty (60) days following the end of such fiscal quarter. Such dividends shall be equal to the amount by which Cash on Hand exceeds Retained Operating Capital, and shall be distributed on a Pro Rata basis. Notwithstanding the foregoing, the Shareholders may, by Supermajority Approval of the Board, agree that no such dividend shall be distributed with respect to any given fiscal quarter.

5.14 Access to Company Records. During the regular office hours of the Company, and upon reasonable notice to the Manager, each Shareholder that maintains at least a ten percent (10%) Company Interest shall have (a) full access to all facilities, books of account, and corporate and financial records of the Company, and (b) the right to make copies from such books and records at its own expense. Any information obtained by the Shareholders through exercise of rights granted under this Section 5.14 shall, to the extent constituting Confidential Information hereunder, be subject to the confidentiality provisions set forth in Section 6.2.

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* Certain information on this page has been omitted and filed separately with the Commission. Confidential treatment has been requested with respect to the omitted portions.

6. Additional Covenants

6.1 Additional Covenants of the Company.

(a) The Company shall, promptly following the Closing, enter into a written agreement with Viable Genetics, LLC ("**Viable**"), effective as of the Closing Date, pursuant to which the Pre-existing License Agreement between Viable and Geron shall be amended to expand the licensed field and licensed Intellectual Property to include all equine applications and uses and other Intellectual Property licensable by the Company as of the Closing Date, in each case in territories not then exclusively licensed, * $* (* $*). Amendment of any other terms and conditions of the Pre-existing License Agreement shall be subject to approval by Supermajority Approval of the Board of the Company, and acceptance by Viable.

(b) The Company shall, promptly following the Closing, enter into a written agreement with ViaGen, Inc. ("**ViaGen**"), effective as of the Closing Date, pursuant to which the Company shall grant to ViaGen a nonexclusive sublicense under Intellectual Property licensable by the Company in the field and territory described in the Pre-existing License Agreement between Geron and Viable (as amended pursuant to Section 6.1(a) above) and on the same economic terms (excluding Section 4.1 (equity)) and other generally similar terms and conditions as Viable's Pre-existing License Agreement with Geron (as amended pursuant to Section 6.1(a) above) but excluding Section 12.2 (earlier agreement). Inclusion, omission or amendment of any other terms and conditions for the foregoing ViaGen agreement shall be subject to approval by Supermajority Approval of the Board of the Company, and acceptance by ViaGen.

(c) The Company shall, promptly following Closing, enter into a written agreement with Genetic Savings and Clone, Inc. ("**GSC**"), effective as of the Closing Date, pursuant to which the Company shall grant to GSC a nonexclusive sublicense under Intellectual Property licensable by the Company in the GSC Field. Such agreement shall include an upfront payment of * dollars ($*); other terms and conditions shall be subject to approval by Supermajority Approval of the Board of the Company, and acceptance by GSC.

6.2 Confidentiality. The Parties recognize that, in connection with the performance of this Agreement, any Party (in such capacity, the "**Disclosing Party**") may disclose "Confidential Information" (as defined below) to the other Party or the Company (the "**Receiving Party**"). For purposes of this Agreement "**Confidential Information**" means (i) proprietary information (whether owned by the Disclosing Party or a third party to whom the Disclosing Party owes a non-disclosure obligation) regarding the Disclosing Party's or any third party's business that is marked as confidential at the time of disclosure to the Receiving Party, or if in oral or in other intangible form or in any form that is not so marked, that is identified as confidential at the time of such disclosure and summarized in writing and transmitted to the Receiving Party within thirty (30) days of such disclosure; (ii) all proprietary information and material disclosed by the Disclosing Party in any form to the Receiving Party (*x*) with respect to a Shareholder, in its official capacity as a member of the Board or as a shareholder of the Company and (*y*) at meetings of the Board, in the case of clause (x) or clause (y), regardless of whether such

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* Certain information on this page has been omitted and filed separately with the Commission. Confidential treatment has been requested with respect to the omitted portions.

information is marked or reduced to writing and (iii) all Confidential Information disclosed prior to the Effective Date pursuant to the Non Disclosure Agreements. Notwithstanding anything to the contrary set forth in the prior sentence, "Confidential Information" shall *not* include information that: (A) was known to the Receiving Party at the time of the disclosure by the Disclosing Party as indicated by the Receiving Party's contemporaneous written records; (B) has become publicly known through no wrongful act of the Receiving Party; (C) has rightfully been received by the Receiving Party from a third party without a duty of confidentiality; or (D) was independently developed by the Receiving Party without reference to the Disclosing Party's Confidential Information. The Receiving Party agrees (*x*) not to use any such Confidential Information for any purpose other than in the performance of its obligations under this Agreement or any Transaction Document and (*y*) not to disclose any such Confidential Information, except (1) to its employees who are reasonably required to have the Confidential Information in connection herewith or with any of the other Transaction Documents, (2) to its agents, representatives, lawyers, outsourcers, service providers and other advisers that have a need to know such Confidential Information, (3) to Persons in connection with a financing, strategic partnership, merger, acquisition, investment or proposed financing, strategic partnership, merger, acquisition or investment where such Persons are subject to an obligation of confidentiality at least comparable to that set forth in this Section 6.2, and (4) pursuant to, and to the extent of, a request or order by a Governmental Authority or as otherwise required by applicable law, provided, however, that prior to any such requested or ordered disclosure, the Receiving Party shall give the Disclosing Party reasonable advance notice of any such disclosure and shall cooperate with the Disclosing Party in protecting against any such disclosure and/or obtaining a protective order narrowing the scope of such disclosure and/or use of the Confidential Information of the Disclosing Party. The Receiving Party shall take the same degree of care that it uses to protect its own confidential and proprietary information and materials of similar nature and importance (but in no event less than reasonable care) to protect the confidentiality and avoid the unauthorized use or disclosure of the Confidential Information of the Disclosing Party.

6.3 Confidentiality of Agreement; Publicity. Each Party agrees that the terms and conditions of this Agreement and the Transaction Documents shall be treated as confidential information and that no reference thereto shall be made by a Shareholder without the prior written consent of the other Shareholder (which consent shall not be unreasonably withheld) or by the Company without the prior written consent of both Shareholders (which consent shall not be unreasonably withheld) except (a) as required by Applicable Law including, without limitation, by the Securities and Exchange Commission ("**SEC**"), provided that in the event either Shareholder determines that such disclosure is required (including the filing of this Agreement or any Transaction Document as an exhibit or attachment to any filing with or submission to the SEC), such disclosing Shareholder shall timely notify the other Shareholder and will give such other Shareholder a reasonable opportunity to discuss the necessity and form of such disclosure within the time frame provided by securities law and applicable regulatory requirements, including any application for confidential treatment, (b) to such Party's accountants, banks, financing sources, lawyers and other professional advisors, provided that such parties undertake in writing (or are otherwise bound by rules of professional conduct) to keep such information strictly confidential, (c) in connection with the enforcement of this Agreement, or (d) in connection with a financing, strategic partnership, merger, acquisition, investment or proposed financing, strategic partnership, merger, acquisition or investment. Any

public announcement concerning this Agreement or the subject matter hereof shall be subject to the prior written consent of both Shareholders. Such consent shall not be unreasonably withheld or delayed by either Shareholder. Prior to any such public announcement, the Shareholder wishing to make the announcement will submit a draft of the proposed announcement to the other Shareholder in sufficient time to enable the other Shareholder to consider and comment thereon, provided that if such other Shareholder does not respond within ten (10) Business Days after receipt of such draft in accordance with the provisions of Section 11.2, then such Shareholder shall be deemed to have approved such announcement.

6.4 Noncompetition; Obligation to Disclose NewCo Opportunities.

(a) Noncompetition. Each Shareholder agrees that, for so long as this Agreement remains in effect, neither it, nor any of its Subsidiaries, shall directly or indirectly establish, operate, participate in the management of, or acquire an equity interest in a Person, other than the Company, that is principally, or as one of the substantial components of its business, engaged in licensing out Intellectual Property in the Field. The Parties acknowledge that Viable Genetics, LLC ("**Viable**") and ViaGen, Inc. ("**ViaGen**"), are Subsidiaries of Exeter as of the Effective Date, and that Viable and ViaGen own, license and exploit certain Intellectual Property in the Field. The Parties agree that Viable and ViaGen may continue to own, license and exploit such existing Intellectual Property following the Effective Date of this Agreement, but that ViaGen and Viable shall thereafter and for so long as ViaGen and Viable, respectively, remain a Subsidiary of Exeter, be subject to this Section 6.4 in all other respects.

Notwithstanding the foregoing, nothing in subsection (a) shall preclude either Shareholder or its Subsidiaries from acquiring an interest not exceeding two percent (2%) of the outstanding shares of a publicly traded company or ten percent (10%) of the outstanding shares of a non-publicly-traded company, solely for investment purposes, or maintaining or increasing such Shareholder's equity ownership in the entities set forth on Schedule 6.4 or in successor entities as a result of mergers, acquisitions, or similar transactions involving such entities.

(b) Obligation to Disclose NewCo Opportunities. Each Shareholder agrees that neither it nor its Subsidiaries shall acquire (including without limitation by obtaining an exclusive license), or grant licenses to, Intellectual Property in the Field unless such Shareholder or one of its Subsidiaries has first offered to the Company such acquisition or license grant opportunity in accordance with the procedures set forth in subsection (c) below and, if offered, the Company has rejected such offer in accordance with such subsection. If the Company rejects an offer of rights controlled by the Shareholder or any of its Subsidiaries in accordance with subsection (c), the Shareholder and its Subsidiaries may not thereafter offer such rights to a third party on financial and other material commercial terms that, when viewed as a whole, are more favorable to the third party than those terms offered to the Company, without first offering such more favorable terms to the Company.

(c) Procedure for Disclosing NewCo Opportunities. Each Licensor agrees to make reasonable commercial efforts to disclose to NewCo, in sufficient detail, any opportunities of which it or one of its Subsidiaries becomes aware to acquire, or grant licenses to, Intellectual Property in the Field, to the extent disclosable without violating fiduciary or confidentiality obligations to third parties (provided that each Licensor shall make reasonable commercial

efforts to ensure that it is not precluded by confidentiality obligations from disclosing to NewCo such opportunities of which Licensor first becomes aware after the Effective Date), so as to afford NewCo a reasonable opportunity to negotiate for such rights. NewCo shall have ten (10) days from receipt of a written notice disclosing such opportunity (the "**Option Notice**") or such shorter period as may be required under the circumstances, as clearly indicated on the Option Notice, (the "**Option Period**") to provide a written response to the Licensor indicating its desire to pursue such opportunity. In the event that NewCo opts to pursue such opportunity, NewCo shall have ninety (90) days to negotiate with the third party to license or acquire the Intellectual Property in the Field (the "**Negotiation Period**"). In the event that NewCo is engaging in good faith efforts to complete the negotiations at the end of the ninety (90) day period but has not completed such negotiations, the Negotiation Period shall be extended for a further ninety (90) days, at which time it shall expire unless NewCo and the applicable Licensor otherwise mutually agree in writing. Licensor and its Subsidiaries may proceed to pursue the opportunity if NewCo indicates in writing that it does not wish to pursue the opportunity or if NewCo fails to respond within the Option Period or to the extent NewCo does not enter a binding agreement with such third party within the Negotiation Period (and in any such case, NewCo shall be deemed to have rejected such opportunity).

(d) Exception. Notwithstanding the foregoing, nothing in this Section 6.4 shall preclude either Shareholder or its Subsidiaries from granting licenses to Intellectual Property in the Field to (i) Affiliates, (ii) third parties in connection with a Shareholder's or any of its Subsidiaries' development, commercialization and provision of products and services, and (iii) contract service providers, and licensing in and acquiring Intellectual Property from entities in (i), (ii) and (iii), in each case without disclosing or first offering such opportunity to the Company.

(e) License. Notwithstanding the foregoing, (i) with respect to Intellectual Property in the Field internally developed by ViaGen or Viable, whether alone or with others, Viable's and ViaGen's respective obligations to offer or grant licenses to such Intellectual Property to NewCo shall exclude the ViaGen Field in North America, and (ii) with respect to opportunities to acquire or license third-party Intellectual Property offered to NewCo by ViaGen or Viable and with respect to which NewCo would not otherwise have the opportunity to acquire or license (i.e. the opportunity to acquire or license such rights was neither known to NewCo nor, within ten (10) days of being presented to NewCo by ViaGen or Viable, broadly publicly disclosed or otherwise offered to NewCo independently of ViaGen or Viable), NewCo shall, upon obtaining rights to such Intellectual Property, grant to ViaGen and Viable (if requested by ViaGen or Viable within sixty (60) days after its receipt of written notification from NewCo stating that NewCo has obtained such rights) a nonexclusive license in the ViaGen Field and worldwide (or a lesser territory, if requested) on most favored nation terms and other commercially reasonable terms negotiated by the parties in good faith, taking into account the benefit accorded to NewCo, by provision by ViaGen or Viable, of the opportunity to acquire or license such third party Intellectual Property. If NewCo obtains an exclusive license to such rights, such sublicense shall, if requested by ViaGen or Viable within sixty (60) days after its receipt of written notification from NewCo stating that NewCo has obtained such exclusive rights, be exclusive in the ViaGen Field for a period of two (2) years (or such lesser period as may be requested by ViaGen or Viable) from its effective date, for which exclusivity ViaGen/Viable and NewCo shall negotiate in good faith commercially reasonable terms. After

such two-year period of exclusivity the sublicense shall convert to a nonexclusive license, and thereafter NewCo shall, subject to the terms and conditions of its agreement with the third-party licensor and any other agreements, have unrestricted rights to grant further sublicenses.

(f) Survival. In the event that this Agreement is terminated due to breach of Sections 3.2(b), 6.2, 6.3, 6.4 or 9.1 by a Shareholder, such Shareholder's obligations pursuant to this Section 6.4 shall remain in effect for a period of twelve (12) months following such termination.

6.5 Remedies. Each Shareholder acknowledges and agrees that (i) its obligations under Sections 6.2, 6.3 and 6.4 are necessary and reasonable to protect the other Shareholder and the other Shareholder's business, (ii) any violation of these provisions could cause irreparable injury to the other Shareholder for which money damages would be inadequate, and (iii) as a result, the other Shareholder shall be entitled to injunctive relief against a breach or a threatened breach of the provisions of Sections 6.2, 6.3 and 6.4 without the necessity of proving actual damages. The Shareholders agree that the remedy set forth in this Section 6.5 is in addition to and in no way precludes any other remedies or actions that may be available under this Agreement or under Applicable Law.

6.6 Deadlock Resolution.

(a) If any disagreement among the Shareholders results in the inability of the Board at any regular or special meeting to approve a particular action (including without limitation an action requiring Supermajority Approval), and such failure to approve:

(i) makes it impossible or impracticable for the Company to conduct the Business, or

(ii) makes it impossible or impracticable for the Company to obtain additional capital necessary to sustain the operations of the Company, or

(iii) makes it impossible or impracticable for the Company to comply with its material obligations, if any, under the Pre-Existing License Agreements assumed by the Company, and other material agreements under which it is bound and such non-compliance has a Material Adverse Effect on the Company, then, upon written notice given by either Shareholder to the other Shareholder, a deadlock event (a "**Deadlock Event**") shall be deemed to have occurred.

(b) Mutual Consultation. In the event of a Deadlock Event or a Breach Notice, the Shareholders shall engage in mutual good faith negotiations to resolve the deadlock matter within forty-five (45) days following the Board meeting described in Section 6.6(a). If such mutual good faith negotiations do not resolve such matter within such 45-day period (and any extension of such period to which both Shareholders agree), then the Shareholders agree to submit to mediation pursuant to subsection (c) below.

(c) Mediation. If, after mutual consultation in accordance with subsection (b) above, the Shareholders are unable to resolve the deadlock matter or the subject of the Breach Notice, the Shareholders will engage a neutral mediator who will be charged with assisting the

Shareholders to reach a mutually agreeable resolution of the applicable Deadlock Event subject of the Breach Notice by non-binding mediation under the then current Commercial Mediation Procedures for the American Arbitration Association. The mediation shall take place in Phoenix, Arizona. The mediator shall be chosen by mutual reasonable agreement of the Shareholders and the mediator's fees shall be borne equally by the Shareholders. In the event that a mediator cannot be agreed upon by the Shareholders, each Shareholder shall choose a mediator and such Shareholder-selected mediators shall together unanimously choose a final neutral mediator who will conduct the mediation. Each Shareholder shall separately bear the fees of its selected mediator and all Shareholders shall equally bear the fees of the final mediator. The Shareholders agree to participate in the mediation in good faith and use best efforts to resolve the disputed matter within six (6) months after the end of the forty-five day period described in subsection (b) above. If, in the event of a Deadlock Event, the Shareholders are unable to resolve the dispute through such non-binding mediation, then, upon written notice given by either Shareholder to the other Shareholder, an unresolved deadlock (a "**Deadlock**") shall be deemed to have occurred. In the event of a matter covered by a Breach Notice, after completion of mediation such matter shall be submitted for resolution by arbitration in accordance with Section 8.2(b) and Section 11.1.

(d) Financing Deadlock. In the event that the Deadlock involves the need of the Company for additional capital (a "**Financing Deadlock**"), either Shareholder may seek appraisal to determine the per-share FMV of the Company's then issued and outstanding Securities pursuant to the procedure described in Section 9.7. Each Shareholder shall have twenty (20) business days to review the resulting FMV and agree to either (a "**Financing Plan**") (i) contribute its Pro Rata share of the amount of working capital needed to fund the operations of the Company through the end of the next fiscal year according to the most current budget and plan adopted by the Board (the "**Financing Amount**") or (ii) accept proportionate dilution due to an increased capital contribution of the other Shareholder, if such Shareholder is prepared to make such investment, or a third Shareholder acceptable to the other Shareholder in order for the Company to receive the full Financing Amount. In the event that one Shareholder does not agree to the Financing Plan (the "**Non-Funding Shareholder**"), then the other Shareholder (the "**Funding Shareholder**") shall have the right to purchase all, but not less than all, of the Non-Funding Shareholder's then-owned Securities for a cash price per share equal to fifty percent (50%) of the FMV of such Securities, and the Non-Funding Shareholder shall have the obligation to sell its Securities to the Funding Shareholder. In the event the Funding Shareholder elects to acquire the Securities of the Non-Funding Shareholder, it shall also have the obligation to either contribute the Financing Amount to the Company, or arrange for the contribution of the Financing Amount to the Company by a third Shareholder. Any purchase of Securities pursuant to this Section 6.6(d) shall be consummated as soon as reasonably practicable, and in any event within sixty (60) days, following the date of determination of FMV. The Shareholders agree to cooperate in good faith with respect to all actions necessary and appropriate to effect such consummation, including, without limitation, the execution of all reasonably requested documentation and the acquisition of all required approvals and consents from, and the making of all required applications, notifications or filings to or with, Governmental Authorities. The purchase price for such Securities shall be paid in cash in full on the closing of the acquisition.

(e) Security Purchase Option. Unless a Funding Shareholder seeks appraisal and exercises its right to purchase the Non-Funding Shareholders' Securities pursuant to subsection

(d) above, in the event of a Deadlock the procedures set forth in this subsection (e) shall apply. Either Shareholder may seek appraisal to determine the per-share FMV of the Company's then issued and outstanding Securities pursuant to the procedure described in Section 9.7. Within fifteen (15) days after the written appraisal is provided to each Shareholder, each Shareholder shall have the option, but not the obligation, to submit a written, unconditional offer to purchase all, but not less than all, of the other Shareholder's then-owned Securities for a cash price per share at least equal to the FMV of such Securities. Each Shareholder may submit only one such offer. If only one Shareholder submits such an offer, the Shareholder submitting the offer shall have the right and obligation to purchase the other Shareholder's Securities and the Shareholder receiving the offer shall have the right and obligation to sell its Securities to the other Shareholder. If both Shareholders submit such an offer, the Shareholder submitting the higher per-share offer shall have the right and obligation to purchase the other Shareholder's Securities and the Shareholder submitting the lower per-share offer shall have the right and obligation to sell its Securities to the other Shareholder. Any purchase of Securities pursuant to this Section 6.6(e) shall be consummated as soon as reasonably practicable, and in any event within sixty (60) days, following the date of determination of FMV. The Shareholders agree to cooperate in good faith with respect to all actions necessary and appropriate to effect such consummation, including, without limitation, the execution of all reasonably requested documentation and the acquisition of all required approvals and consents from, and the making of all required applications, notifications or filings to or with, Governmental Authorities. The purchase price for such Securities shall be paid in cash in full on the closing of the acquisition.

(f) Dissolution and Liquidation. If a Deadlock occurs and (i) no offer is submitted as provided in Section 6.6(e) or the Funding Shareholder does not exercise its right to purchase the Non-Funding Shareholders' Securities pursuant to Section 6.6(d) and (ii) the Deadlock is not resolved by other mutually agreeable means, either Shareholder shall have the right, exercisable by delivery of written notice of such exercise to the other Shareholder and the Company, to cause the dissolution and liquidation of the Company. In the event that a Shareholder exercises its right to cause the Company's dissolution and liquidation pursuant to this Section 6.6(f), the Shareholders shall promptly (and shall cause any transferee of such Shareholder to) (i) vote (or execute written consents, as applicable) their Securities to dissolve and liquidate the Company, (ii) cause the Board to approve the Company's dissolution and liquidation, (iii) cause the Company's debts to be paid to the extent the Company's assets are available to do so and cause the remaining assets to be distributed to the Shareholders (including as specified in the Contribution and License Agreement), and (iv) take such other actions as may be required under Applicable Law to complete the dissolution and liquidation of the Company.

(g) Actions Subsequent to a Deadlock. In the event of a Deadlock, the Shareholders shall cause the Company to maintain and preserve its business and operate in the ordinary course pending the completion of the steps set forth herein to the extent practical in light of the nature of the Deadlock.

6.7 Regulatory Approvals. The Manager shall be primarily responsible for assisting the Company to obtain such approvals, consents and similar actions from Governmental Authorities as may be necessary or appropriate in order to consummate the transactions contemplated under the Transaction Documents. Each Shareholder shall provide such assistance as the Manager may reasonably request in connection with such consents and approvals.

6.8 Additional Company Covenant. The Company shall not Engage In any Competing AT Business in any Restricted Territory until expiration or termination of the Noncompetition Period, as such terms are defined in the Noncompetition Agreement among Exeter, Revivicor Holdings, Inc. and Revivicor, Inc. dated as of February 24, 2004.

7. Warranties of the Parties

7.1 Warranties of Exeter. Exeter hereby represents and warrants to Geron that, as of the Effective Date, the following statements are and shall be true and correct:

(a) Organization. Exeter is a corporation duly organized and validly existing under the laws of Arizona. Exeter has the corporate power and authority to enter into and perform this Agreement and the Transaction Documents to which Exeter is a party.

(b) Authorization. All corporate action on the part of Exeter necessary for the authorization, execution and delivery of this Agreement and the Transaction Documents to which Exeter is a party and for the performance of all of its obligations hereunder and thereunder has been taken, and this Agreement and such Transaction Documents, when fully executed and delivered, shall each constitute a valid, legally binding and enforceable obligation of Exeter.

(c) Government and Other Consents. No consent, authorization, license, permit, registration or approval of, or exemption or other action by, any Governmental Authority, or any other Person, is required in connection with Exeter's execution, delivery and performance of this Agreement or the Transaction Documents to which Exeter is a party, or if any such consent is required Exeter has satisfied any applicable requirements.

(d) Effect of Agreement. Exeter's execution, delivery and performance of this Agreement and the Transaction Documents to which Exeter is a party will not (i) violate the certificate of incorporation of Exeter or any provision of Applicable Law, (ii) violate any judgment, order, writ, injunction or decree of any court applicable to Exeter, (iii) have any effect on the compliance of Exeter with any applicable licenses, permits or authorizations which would materially and adversely affect Exeter, (iv) result in the breach of, give rise to a right of termination, cancellation or acceleration of any obligation with respect to (presently or with the passage of time), or otherwise be in conflict with, any term of, or affect the validity or enforceability of any agreement or other commitment to which Exeter is a party and which would materially and adversely affect Exeter, or (v) result in the creation of any lien, pledge, mortgage, claim, charge or encumbrance upon any assets of Exeter.

(e) Litigation. There are no actions, suits or proceedings pending or, to Exeter's knowledge, threatened, against Exeter before any Governmental Authority which question Exeter's right to enter into or perform this Agreement or the Transaction Documents to which Exeter is a party, or which question the validity of this Agreement or any of the other Transaction Documents.

7.2 Warranties of Geron. Geron hereby represents and warrants to Exeter that, as of the Effective Date, the following statements are and shall be true and correct:

(a) Organization. Geron is a corporation duly organized and validly existing under the laws of Delaware. Geron has the corporate power and authority to enter into and perform this Agreement and the Transaction Documents to which Geron is a party.

(b) Authorization. All corporate action on the part of Geron necessary for the authorization, execution and delivery of this Agreement and the Transaction Documents to which Geron is a party and for the performance of all of its obligations hereunder and thereunder has been taken, and this Agreement and such Transaction Documents, when fully executed and delivered, shall each constitute a valid, legally binding and enforceable obligation of Geron.

(c) Government and Other Consents. No consent, authorization, license, permit, registration or approval of, or exemption or other action by, any Governmental Authority, or any other Person, is required in connection with Geron's execution, delivery and performance of this Agreement or the Transaction Documents to which Geron is a party, or if any such consent is required Geron has satisfied any applicable requirements.

(d) Effect of Agreement. Geron's execution, delivery and performance of this Agreement and the Transaction Documents to which Geron is a party will not (i) violate the certificate of incorporation of Geron or any provision of Applicable Law, (ii) violate any judgment, order, writ, injunction or decree of any court applicable to Geron, (iii) have any effect on the compliance of Geron with any applicable licenses, permits or authorizations which would materially and adversely affect Geron, (iv) result in the breach of, give rise to a right of termination, cancellation or acceleration of any obligation with respect to (presently or with the passage of time), or otherwise be in conflict with, any term of, or affect the validity or enforceability of any agreement or other commitment to which Geron is a party and which would materially and adversely affect Geron, or (v) result in the creation of any lien, pledge, mortgage, claim, charge or encumbrance upon any assets of Geron.

(e) Litigation. There are no actions, suits or proceedings pending or, to Geron's knowledge, threatened, against Geron before any Governmental Authority which question Geron's right to enter into or perform this Agreement or the Transaction Documents to which Geron is a party, or which question the validity of this Agreement or any of the other Transaction Documents.

7.3 Warranties of the Company. Exeter and the Company, severally and not jointly, each hereby represent and warrant to Geron that, as of the Effective Date, the following statements are and shall be true and correct:

(a) Organization. The Company is a corporation duly organized and validly existing under the laws of Delaware. The Company has the corporate power and authority to enter into and perform this Agreement and the Transaction Documents to which the Company is a party. The Company is a wholly owned subsidiary of Exeter, it has not transacted any business and was formed for the purposes of consummating the transactions contemplated by this Agreement.

(b) Authorization. All corporate action on the part of the Company necessary for the authorization, execution and delivery of this Agreement and the Transaction Documents to

which the Company is a party and for the performance of all of its obligations hereunder and thereunder has been taken, and this Agreement and such Transaction Documents, when fully executed and delivered, shall each constitute a valid, legally binding and enforceable obligation of the Company.

(c) Government and Other Consents. No consent, authorization, license, permit, registration or approval of, or exemption or other action by, any Governmental Authority, or any other Person, is required in connection with the Company's execution, delivery and performance of this Agreement or the Transaction Documents to which the Company is a party, or if any such consent is required the Company has satisfied any applicable requirements.

(d) Effect of Agreement. The Company's execution, delivery and performance of this Agreement and the Transaction Documents to which the Company is a party will not (i) violate the certificate of incorporation of the Company or any provision of Applicable Law, (ii) violate any judgment, order, writ, injunction or decree of any court applicable to the Company, (iii) have any effect on the compliance of the Company with any applicable licenses, permits or authorizations which would materially and adversely affect the Company, (iv) result in the breach of, give rise to a right of termination, cancellation or acceleration of any obligation with respect to (presently or with the passage of time), or otherwise be in conflict with, any term of, or affect the validity or enforceability of any agreement or other commitment to which the Company is a party and which would materially and adversely affect the Company, or (v) result in the creation of any lien, pledge, mortgage, claim, charge or encumbrance upon any assets of the Company.

(e) Litigation. There are no actions, suits or proceedings pending or, to the Company's knowledge, threatened, against the Company before any Governmental Authority which question the Company's right to enter into or perform this Agreement or the Transaction Documents to which the Company is a party, or which question the validity of this Agreement or any of the other Transaction Documents.

8. Term and Termination

8.1 Term. This Agreement shall be effective as of the Effective Date, and shall continue in effect until terminated pursuant to Section 8.2.

8.2 Termination. This Agreement shall terminate in accordance with any of the following:

(a) Upon the mutual written agreement of the Shareholders.

(b) By a Shareholder, pursuant to written notice (a "**Breach Notice**") to the other Shareholder (i) if any representation or warranty of the other Shareholder set forth herein was not true and correct in any material respect when made, in which case such Breach Notice shall only be effective as provided herein if given prior to the one-year anniversary of the Closing, or (ii) if the other Shareholder materially breaches any material provision of this Agreement or of the Contribution and License Agreement and such breach continues for a period of ninety (90) days after the delivery of the Breach Notice. Such Breach Notice to the other Shareholder (the "**Breaching Party**") shall describe the default in reasonable detail and shall be effective only

after the Shareholders have completed the dispute resolution procedures set forth in Sections 6.6(b) and 6.6(c) and it is determined by an arbitral panel in accordance with Section 11.1(b) that such breach shall terminate this Agreement or entitle the non-breaching Shareholder to terminate this Agreement, exercise its rights under Section 8.3(a) or suspend performance under this Agreement.

(c) By a Shareholder (the "**Non-Bankrupt Party**"), effective immediately upon written notice to the other Shareholder (the "**Bankrupt Party**"), in the event of (i) the filing of a petition by or against the Bankrupt Party under any provision of the Bankruptcy Reform Act, Title 11 of the United States Code, as amended or recodified from time to time, or under any similar law relating to bankruptcy, insolvency or other relief for debtors, (ii) appointment of a receiver, trustee, custodian or liquidator of or for all or any part of the assets or property of the Bankrupt Party, (iii) the insolvency of the Shareholder, or (iv) the making of a general assignment for the benefit of creditors by the Bankrupt Party.

(d) At such time as one Shareholder acquires all of the outstanding Securities of the other Shareholder, effective upon the closing of such acquisition.

8.3 Effect.

(a) If an event described in Section 8.2(b) occurs then, in addition to any rights, remedies or claims available to the non-breaching Shareholder (the "**Non-Breaching Party**") in equity or under law, the Non-Breaching Party shall have the right to buy 100% of the Breaching Party's Securities at a price equal to fifty percent (50%) of the FMV of such Securities.

(b) If an event described in Section 8.2(c) occurs, the Non-Bankrupt Party shall have the right to terminate this Agreement and, at the option of the Non-Bankrupt Party, (i) buy up to 100% of the Bankrupt Party's Securities at a price equal to the FMV of such Securities, or (ii) cause the Company to be dissolved and liquidated in accordance with the procedures described in Section 6.6(f).

(c) In the event that Exeter fails to contribute the remainder of the Exeter Purchase Price in accordance with Section 3.2(b), and such failure continues for thirty (30) days (the "**Default Notice Period**") following written notice of such failure from Geron (an "**Exeter Payment Breach**"), then Geron shall have the right, in the alternative to exercise of its rights under Sections 8.2(b) and 8.3(a), to acquire from Exeter such number of shares of Common Stock (the "**Defaulted Shares**") equal to the Default Ratio multiplied by the number of shares of Common Stock then held by Exeter. The "**Default Ratio**" shall equal the unpaid portion of the Exeter Purchase Price divided by the Exeter Purchase Price. The consideration for the acquisition of the Defaulted Shares will be payment by Geron to the Company of the unpaid portion of the Exeter Purchase Price. In the event Geron wishes to exercise its right to acquire the Defaulted Shares, it shall notify the Company and Exeter in writing within ten (10) business days following the end of the Default Notice Period, and the closing of such repurchase shall occur within the next thirty (30) days.

8.4 Continuing Liability; Survival. Termination of this Agreement for any reason shall not release either Shareholder or the Company from any liability or obligation which has

already accrued as of the effective date of such termination, and shall not constitute a waiver or release of, or otherwise be deemed to prejudice or adversely affect, any rights, remedies or claims, whether for damages or otherwise, which a Shareholder or the Company may have hereunder, at law, equity or otherwise or which may arise out of or in connection with such termination. The rights and obligations of the Parties under Sections 6.2, 6.3, 6.4 (to the extent provided therein), 8, 9.7 and 11 shall survive any termination of this Agreement.

8.5 Return of Confidential Information. Upon the termination of this Agreement, each Party, at its own cost, shall promptly return to the Disclosing Party any and all documents and materials constituting or containing Confidential Information of the Disclosing Party which are in its possession or control, or at its option, shall destroy such documents and materials and certify such destruction in writing to the Disclosing Party.

9. Transfer Restrictions

9.1 General Restriction. Subject to Sections 9.2 and 9.6, for so long as this Agreement remains in effect, and except as otherwise specifically provided in this Agreement or agreed to in writing by the other Shareholder, each Shareholder agrees not to sell, transfer, assign, hypothecate or in any way alienate ("**Transfer**") any Securities, or any right or interest therein, except to the following (each, a "**Successor in Interest**") (1) to an Affiliate of such Shareholder, or (2) to a Person in connection with a Change of Control, provided that if such Person is a substantial competitor of the Company or the other Shareholder Supermajority Approval of the Board is required before the transfer. In the case of any Transfer permitted hereunder, the transferring Shareholder shall deliver to the other Shareholder (a) at least ten (10) Business Days prior to such Transfer, a written notice stating its intention to Transfer Securities, the name and share ownership of the transferee, the number of Securities to be Transferred, and the price and other material terms and conditions of the Transfer, and (b) on or prior to the effective date of the Transfer and in a form reasonably acceptable to the other Shareholder and its counsel, the transferee's written acknowledgment of and agreement to be bound by, and to vote the transferred Securities at all times in accordance with, the terms of this Agreement.

9.2 Permitted Transfers.

(a) General. Except as permitted under Section 9.1, in the event a Shareholder (the "**Selling Party**") desires to Transfer all or any portion of its Securities to any Person, the Selling Party shall first provide written notice (an "**Offer Notice**") to the other Shareholder of its desire to Transfer. Such Offer Notice shall specify, among other things, the Person to whom the Selling Party wishes to Transfer, the Securities to be Transferred, and the price and other material terms and conditions of the proposed Transfer. The other Shareholder shall then have the right to exercise either (i) the right of first refusal set forth in Section 9.2(b), or (ii) the co-sale right set forth in Section 9.2(c).

(b) Right of First Refusal.

(i) On receipt of an Offer Notice, the other Shareholder shall have the right, upon written notice to the Selling Party within thirty (30) days following the receipt of

such notice, to purchase at the same price and other terms and conditions set forth in the Offer Notice, all, but not less than all, of its Pro Rata share of the Securities subject thereto.

(ii) If the right of first refusal described in Section 9.2(b)(i) is duly exercised, then, upon notice of such exercise the Selling Party shall be legally obligated to sell, and any electing Shareholder shall be legally obligated to purchase, the Securities described in the Offer Notice on the terms and conditions set forth therein. The Parties shall cooperate in good faith with respect to all actions necessary and appropriate to promptly effect such purchase and sale, including, without limitation, the execution of all reasonably requested documentation and the acquisition of all required approvals and consents from, and the making of all required applications, notifications or filings to or with, Governmental Authorities.

(iii) If the right of first refusal described in Section 9.2(b)(i) is not duly exercised, then, subject to Section 9.2(c), the Selling Party shall have the right, for sixty (60) days following the expiration (or earlier termination) of the applicable exercise period, to sell the subject Securities to the Person set forth in the Offer Notice, on the terms and conditions specified therein; provided, that prior to such sale the purchaser agrees in writing to be bound, from and after its purchase, by this Agreement, upon which the Selling Party shall be released from its obligations and liabilities hereunder with respect to the Transferred Securities (except for any liability or obligation accrued as of such date).

(c) Co-sale Right. If the right of first refusal described in Section 9.2(b) is not exercised by the Shareholder receiving the Offer Notice as provided therein, such Shareholder shall have the right to participate in the Transfer of Securities (at the same price and other terms and conditions set forth in the Offer Notice) by written notice to the Selling Party within thirty (30) days following receipt of such notice. Upon exercise of such co-sale right, the exercising Shareholder shall be entitled to sell a number of Securities which is equal to the product of (x) such Shareholder's Company Interest, and (y) the number of Securities which the Selling Party proposes to Transfer (and there shall be a corresponding reduction in the number of Securities which the Selling Party may include in the proposed Transfer).

9.3 Board Approval; Legends. All Transfers of Securities shall be subject to approval by the Board. Each Shareholder shall cause its Board nominee to vote in favor of any proposed Transfer complying with the foregoing terms of this Section 9 and to vote against any proposed Transfer that fails to do so (including in any vote required pursuant to Exhibit 5.7).

9.4 Endorsement of Certificates.

(a) In addition to any other legend which the Company may deem advisable under the Securities Act and state securities laws, the certificates representing all shares of outstanding Securities, other than shares issued through a Public Offering or in compliance with Rule 144 promulgated under the Securities Act ("**Rule 144**"), shall be endorsed at all times with a legend substantially similar to the following:

THE SHARES OF STOCK REPRESENTED BY THIS CERTIFICATE ARE SUBJECT TO CERTAIN RESTRICTIONS ON TRANSFER AND CERTAIN RESTRICTIONS ON VOTING CONTAINED IN THE FORMATION AND

SHAREHOLDERS AGREEMENT, DATED APRIL 5, 2005, AMONG START LICENSING, INC. (THE "COMPANY") AND CERTAIN STOCKHOLDERS LISTED ON THE SIGNATURE PAGES THEREOF. A COPY OF THE ABOVE REFERENCED AGREEMENT WILL BE FURNISHED WITHOUT CHARGE BY THE COMPANY TO THE HOLDER HEREOF UPON WRITTEN REQUEST.

THE SHARES OF STOCK REPRESENTED BY THIS CERTIFICATE HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933 AND MAY NOT BE TRANSFERRED EXCEPT PURSUANT TO AN EFFECTIVE REGISTRATION STATEMENT, OR AN EXEMPTION FROM REGISTRATION, UNDER SAID ACT.

(b) The obligations of the Shareholders shall be binding upon each Person to whom such Shareholder transfers Securities except for sales of the Securities pursuant to an effective registration statement under the Securities Act (a "**Public Offering**") or in compliance with Rule 144. Prior to consummation of any transfer of Securities, other than a transfer pursuant to a Public Offering or in compliance with Rule 144, the transferor shall deliver to the Company an opinion of counsel reasonably satisfactory to the Company stating that, in the opinion of such counsel, such transfer complies with all applicable state and Federal securities laws and does not require that the Securities transferred be registered under any applicable state or Federal securities law.

9.5 Improper Transfer. Any attempt to transfer any shares of Securities otherwise than in accordance with this Agreement shall, to the fullest extent permitted by law, be null and void and, to the fullest extent permitted by law, neither the Company nor any transfer agent of the Securities shall give any effect to such attempted transfer in its stock records.

9.6 Prohibitions on Transfers to Substantial Competitors. Notwithstanding anything to the contrary in this Agreement, no Shareholder shall directly or indirectly Transfer to any Person who is a substantial competitor of the Company or the other Shareholder any Securities, provided that a Transfer, directly or indirectly, of all or a portion of Exeter's Securities (including through a Change of Control of Exeter), by the ultimate beneficial owner or owners of Exeter as of the Effective Date, (i) for estate planning purposes, (ii) by operation of a trust instrument, will or similar document, or (iii) by operation of law, in each case to a trust, foundation or similar entity, shall not be deemed to be a Transfer to a substantial competitor.

9.7 Appraisal Procedure. Prior to any Transfer of Securities pursuant to Section 6.6 or 8.3, the FMV of the Securities being Transferred shall be determined by the appraisal procedure described in this Section 9.7.

(a) Appointment of Appraisers. (1) Each of the Shareholders shall appoint an appraiser (*i.e.*, total of two appraisers) within thirty (30) days of the date of receipt by the recipient Shareholder of the notice required pursuant to Section 6.6 or 8.3, as applicable, in connection with the proposed Transfer. Such two appraisers shall appoint a third appraiser. Each appraiser appointed hereunder shall be reputable, independent of and not affiliated with either Shareholder (or any Affiliate of either Shareholder), shall have experience in the Field, and

shall be qualified to appraise the fair market value of the Company and the selling Shareholder's Securities.

(b) Appraisal. Each appraiser appointed pursuant to this Section 9.7 shall promptly render a written good faith appraisal of the FMV per share of the Securities proposed to be sold. FMV will be the arithmetical average of the two appraisals that are closest to each other. Notwithstanding the foregoing, if a Shareholder fails to appoint an appraiser, the appraiser appointed by the other Shareholder shall conduct the appraisal alone, and FMV shall be as determined by such appraiser.

(c) Timing. Appraisers shall be instructed to complete their appraisals as promptly as possible and, in any event, within thirty (30) days after the appointment of the final appraiser, and to provide their written appraisal at the same time to both Shareholders. Each Shareholder shall take all actions reasonably necessary to cause the appraisers to complete the appraisal process in an expeditious and competent manner within such period.

(d) Effect of Appraisal; Costs. Any determination of FMV pursuant to this Section 9.7 shall be conclusive and binding upon each of the Shareholders for purposes of the Transfer in question. Each Shareholder shall bear its Pro Rata share of the costs of any appraisal done pursuant hereto, unless such appraisal is required pursuant to Section 8.3, in which case the Breaching Party shall bear one hundred percent (100%) of the costs of such appraisal.

9.8 Use of Corporate Name; Trademarks and Logos. No Party (nor any of its controlled Affiliates) shall, either during the term of this Agreement or thereafter, utilize (except as permitted by applicable law), register or seek to register the corporate name, trademarks or logos of any other Party, or any similar corporate name, trademark or logo, for any purpose whatsoever, without the prior written consent of such Party.

10. Indemnification

10.1 Indemnification. Each Shareholder (in such capacity, the "**Indemnifying Party**") shall indemnify, defend and hold harmless the other Shareholder and such Shareholder's officers, directors, employees, shareholders and agents (each an "**Indemnified Party**"), from and against any and all claims, demands, liabilities, costs, damages, expenses (including, without limitation, attorneys' fees and expenses), and causes of action of any nature whatsoever (collectively, "**Losses**") arising from or in any way related to any breach of any representation or warranty made by the Indemnifying Party hereunder. The representations and warranties shall survive the Closing until the twelve-month anniversary of the Closing Date (the "**Survival Date**"), provided, that any claim for indemnification based upon a breach of any such representation or warranty and asserted prior to the Survival Date by written notice in accordance with Section 10.2 shall survive until final resolution of such claim. The obligations of the Indemnifying Party under this Section 10 shall survive any termination of this Agreement.

10.2 Indemnification Procedures. If any lawsuit or enforcement action is filed against an Indemnified Party with respect to which such Indemnified Party is entitled to indemnification under this Section 10 or an Indemnified Party becomes aware of any fact, condition or event which may give rise to Losses for which indemnification may be sought under this Section 10,

then such Indemnified Party shall give notice thereof (a "**Claim Notice**") to the Indemnifying Party against whom indemnity is sought as promptly as practicable. The failure of an Indemnified Party to give a timely Claim Notice hereunder shall not affect its rights to indemnification hereunder, except to the extent that the Indemnifying Party demonstrates that such failure actually damaged the Indemnifying Party. If within fifteen (15) days after receipt of the Claim Notice the Indemnifying Party acknowledges in writing to the Indemnified Party that Indemnifying Party is obligated under the terms of its indemnity hereunder in connection with such lawsuit or action (or that it will defend under a reservation of rights), then the Indemnifying Party shall be entitled, at its own cost, risk and expense, (a) to take control of the defense and investigation of such lawsuit or action, (b) to employ and engage attorneys of its own choice to handle and defend the same unless the named parties to such action or proceeding include both the Indemnifying Party and the Indemnified Party and such Indemnified Party has been advised in writing by counsel that there may be one or more legal defenses available to the Indemnified Party that are different from or additional to those available to the Indemnifying Party, in which event, the Indemnified Party shall be entitled, at the Indemnifying Party's cost and expense, to retain separate counsel of its own choosing, and (c) to compromise or settle such claim, which compromise or settlement shall be made only with the prior written consent of the Indemnified Party, such consent not to be unreasonably withheld. In connection with the Indemnifying Party's defense of the Indemnified Party as described in the foregoing sentence, the Indemnified Party shall (at the Indemnifying Party's cost and expense) cooperate in all reasonable respects with the Indemnifying Party and its attorneys in the investigation, trial and defense of such lawsuit or action and any appeal arising therefrom; provided, however, that the Indemnified Party may, at its own cost, participate in the investigation, trial and defense of such lawsuit or action and any appeal arising therefrom. The Shareholders shall cooperate with each other in any notifications to insurers. If the Indemnifying Party fails to assume the defense of such claim within fifteen (15) business days after receipt of the Claim Notice, then the Indemnified Party (upon delivering notice to such effect to the Indemnifying Party) shall have the right (but not the obligation) to undertake, at the Indemnifying Party's cost and expense, the defense, compromise or settlement of such claim on behalf of, and for the account and risk of, the Indemnifying Party. In the event the Indemnified Party assumes the defense of the claim, the Indemnified Party will keep the Indemnifying Party timely informed of the progress of any such defense, compromise or settlement, provided that any such compromise or settlement shall be made only with the prior written consent of the Indemnifying Party, such consent not to be unreasonably withheld. The Indemnifying Party shall be liable for any settlement of any action effected pursuant to and in accordance with this Section 10 and for any final judgment (subject to any right of appeal), and the Indemnifying Party agrees to indemnify and hold harmless the Indemnified Party from and against any Losses by reason of such settlement or judgment.

11. General Provisions

11.1 Governing Law; Dispute Resolution.

(a) Governing Law. The validity, construction and enforceability of this Agreement shall be governed by and construed and interpreted in accordance with the laws of the State of California, irrespective of the conflict of laws principles of the State of California, as to all matters, except to the extent that the Delaware Corporation Law is applicable to the terms

and provisions hereof, and to such extent this Agreement shall be construed and interpreted in accordance with the laws of the State of Delaware.

(b) Dispute Resolution. Except as provided for Deadlocks pursuant to Section 6.6, and with respect to Breach Notices, provided prior negotiations and mediation as set forth in Section 6.6 fail to resolve such Breach Notice, any controversy, claim or dispute arising out of or related to this Agreement or to the breach or interpretation thereof (a "**Dispute**") shall be solely and exclusively settled by confidential, binding arbitration in accordance with the then-current commercial arbitration rules of the American Arbitration Association, subject to the terms and conditions of this Section 11.1. Any Party may initiate the arbitration of a Dispute by sending written notice of such election to the other Parties clearly marked "Arbitration Demand" (the "**Arbitration Demand**"). The Dispute shall be adjudicated by three (3) neutral and impartial arbitrators. In the event that only two Parties are parties to the dispute, each Party shall nominate one arbitrator within thirty (30) days after the other Party's receipt of the Arbitration Demand, and the two arbitrators so named will then, within ninety (90) days of the receipt of the Arbitration Demand, jointly appoint the third arbitrator, who shall serve as chairperson of the arbitration tribunal; provided that if the two arbitrators cannot agree within such period on a third arbitrator, the American Arbitration Association shall appoint the third arbitrator. In the event that three Parties are parties to the dispute, each Party shall appoint one arbitrator and the American Arbitration Association shall appoint one of them to serve as chairperson of the arbitration tribunal. The decision of the arbitration tribunal shall be final and binding upon the parties to the dispute, and may be entered in any competent court for judicial acceptance of such an award and order of enforcement. All costs of the arbitration and arbitrators shall be shared equally by the parties to the dispute, but each Party shall be responsible for the costs of its own legal and other representatives and witnesses. The arbitrators shall not have the right or authority to award punitive damages to any Party. Notwithstanding anything to the contrary in this Section 11.1, each Party may, and expressly reserves the right to, seek judicial relief from any court of competent jurisdiction in order to obtain an injunction or other equitable relief or to enforce the provisions of Sections 6.2, 6.3, 6.4 or 6.8 or to otherwise obtain temporary relief pending the outcome of the arbitration. Arbitration will take place in Phoenix, Arizona. The Parties agree that the arbitration proceedings and its contents shall be kept confidential, except as may otherwise be required by applicable law.

(c) Consent to Jurisdiction. Each of the Parties irrevocably submits to the jurisdiction of (i) the Superior Court of the State of Arizona, Maricopa County, (ii) the United States District Court in Phoenix, Arizona, for the District of Arizona, (iii) the Superior Court of the State of California, San Francisco County, and (iv) the United States District Court in San Francisco, California, for the Northern District of California, for the purposes of any suit, action or other proceeding not foreclosed by binding arbitration under Section 11.1(b). Each of the Parties further agrees that service of any process, summons, notice or document by United States registered mail to such Party's respective address set forth below shall be effective service of process for any action, suit or proceeding in Arizona or California with respect to any matters to which it has submitted to jurisdiction in this Section 11.1(c). Each of the Parties irrevocably and unconditionally waives any objection to the laying of venue of any action, suit or other proceeding not foreclosed by binding arbitration under Section 11.1(b) in (i) the Superior Court of the State of Arizona, Maricopa County, (ii) the United States District Court in Phoenix, Arizona, for the District of Arizona, (iii) the Superior Court of the State of California, San

Francisco County, and (iv) the United States District Court in San Francisco, California, for the Northern District of California, and hereby further irrevocably and unconditionally waives and agrees not to plead or claim in any such court that any such action, suit or other proceeding brought in any such court has been brought in an inconvenient forum.

11.2 Notices and Other Communications. Any and all notices required or otherwise contemplated to be made under this Agreement shall be in writing and in English and shall be provided by one or more of the following means and shall be deemed to have been duly given (a) if delivered personally, when received, (b) if transmitted by facsimile, on the first (1st) Business Day following receipt of a transmittal confirmation, or (c) if by overnight courier service, on the second (2nd) Business Day following the date of deposit with such courier service, or such earlier delivery date as may be confirmed in writing to the sender by such courier service. All such notices shall be addressed as follows:

If to Exeter:

4455 East Camelback Road
Suite B100
Phoenix, AZ 85018
Attention: Jonathan Thatcher

with copies (which copy shall not constitute notice) to:
stART Licensing, Inc.
4455 East Camelback Road
Suite B100
Phoenix, AZ 85018
Attention: Manager

and

Morrison & Foerster LLP
425 Market Street
San Francisco, CA 94105
Attention: John Campbell, Esq.
Telephone: 415-268-7000
Facsimile: 415-268-7522

If to Geron:

230 Constitution Drive
Menlo Park, CA 94025
Attention: Chief Executive Officer

with a copy (which copy shall not constitute notice) to:

stART Licensing, Inc.
4455 East Camelback Road
Suite B100
Phoenix, AZ 85018
Attention: Manager

and

230 Constitution Drive
Menlo Park, CA 94025
Attention: General Counsel

If to the Company:

stART Licensing, Inc.
4455 East Camelback Road
Suite B100
Phoenix, AZ 85018
Attention: Manager

with a copy (which copy shall not constitute notice) to:

12357A Riata Trace Pkwy, Suite 100
Austin, Texas 78727
Attention: Scott Davis

and

Geron at the address first set forth above

or to such other address or facsimile number as a Party may have specified to the other Parties in writing delivered in accordance with this Section 11.2.

11.3 Severability. If any provision in this Agreement shall be found or be held to be invalid or unenforceable then the meaning of said provision shall be construed, to the extent feasible, so as to render the provision enforceable, and if no feasible interpretation would save such provision, it shall be severed from the remainder of this Agreement which shall remain in full force and effect unless the severed provision is essential and material to the rights or benefits received by any Party. In such event, the Parties shall use best efforts to negotiate, in good faith, a substitute, valid and enforceable provision or agreement which most nearly effects the Parties' intent in entering into this Agreement.

11.4 References; Subject Headings. Unless otherwise indicated, references to Sections and Exhibits herein are to Sections of, and Exhibits to, this Agreement. The subject headings of the Sections of this Agreement are included for the purpose of convenience of reference only, and shall not affect the construction or interpretation of any of its provisions.

11.5 Further Assurances. The Parties shall each perform such acts, execute and deliver such instruments and documents, and do all such other things as may be reasonably necessary to accomplish the transactions contemplated in this Agreement.

11.6 Expenses. Each of the Parties will bear its own costs and expenses, including, without limitation, fees and expenses of legal counsel, accountants, brokers, consultants and other representatives used or hired in connection with the negotiation and preparation of this Agreement and consummation of the transactions contemplated hereby. All such expenses incurred by the Company shall be borne by the Company to the maximum extent permitted by

Applicable Law including, without limitation, expenses relating to the formation of the Company whether incurred by the Company or Exeter, any transfer taxes for transfer of the Company stock to the Shareholders, registration charges, taxes, fees and expenses relating to required governmental or regulatory approvals, notary fees and legal fees and expenses.

11.7 No Waiver. No waiver of any term or condition of this Agreement shall be valid or binding on a Party unless the same shall have been set forth in a written document, specifically referring to this Agreement and duly signed by the waiving Party. The failure of a Party to enforce at any time any of the provisions of this Agreement, or the failure to require at any time performance by one or both of the other Party of any of the provisions of this Agreement, shall in no way be construed to be a present or future waiver of such provisions, nor in any way affect the ability of a Party to enforce each and every such provision thereafter.

11.8 Entire Agreement; Amendments. The terms and conditions contained in this Agreement (including the Exhibits hereto) and the Transaction Documents constitute the entire agreement between the Parties and supersede all previous agreements and understandings, whether oral or written, between the Parties with respect to the subject matter hereof. No agreement or understanding amending this Agreement shall be binding upon any Party unless set forth in a written document which expressly refers to this Agreement and which is signed and delivered by duly authorized representatives of each Party.

11.9 Assignment. No Party shall have the right to assign its rights or obligations under this Agreement except, in the case of the Shareholders, in connection with a transfer of all of such Shareholder's Securities in a manner permitted hereunder, under terms reasonably acceptable to the non-assigning Shareholder and providing for the assignee to be bound by the terms hereof, and for the assigning Shareholder to remain liable for the assignee's performance of its obligations hereunder. Any assignment not in conformance with this Section 11.9 shall be null, void and of no legal effect. This Agreement shall inure to the benefit of, and shall be binding upon, the Parties and their respective successors and permitted assigns.

11.10 No Agency. The Parties are independent contractors. Nothing contained herein or done in pursuance of this Agreement shall constitute either Party the agent of the other Party for any purpose or in any sense whatsoever.

11.11 No Beneficiaries. Nothing herein express or implied, is intended to or shall be construed to confer upon or give to any person, firm, corporation or legal entity, other than the Parties and their Affiliates who hold Securities, any interests, rights, remedies or other benefits with respect to or in connection with any agreement or provision contained herein or contemplated hereby.

11.12 Effective Date of Transaction Documents. The Transaction Documents (other than this Agreement and the Certificate) shall become effective concurrently with consummation of the transactions described in Section 4.1.

11.13 Counterparts. This Agreement may be executed in any number of counterparts, and each counterpart shall constitute an original instrument, but all such separate counterparts shall constitute only one and the same instrument.

11.14 Incidental and Consequential Damages. No Party nor its Affiliates will be liable to any of the other Parties under any contract, negligence, strict liability or other theory for any indirect, incidental or consequential damages (including without limitation lost profits) with respect to a breach of this Agreement or any Transaction Document.

11.15 Representation. Each of the Parties understands, acknowledges and agrees that:

(a) Morrison & Foerster LLP (**"M&F"**) has acted as legal counsel to Exeter in connection with the preparation of this Agreement and the Transaction Documents.

(b) M&F does not represent and has not been engaged to protect or represent the interests of any Party other than Exeter. Such other Parties have been afforded the opportunity to engage and seek the advice of independent legal counsel in connection with this Agreement and the Transaction Documents.

(c) Actual or potential conflicts of interest exist, may exist, may have existed or may hereafter exist among the Parties.

11.16 Waiver of Interested Director Provisions of Delaware General Corporation Law. Both Geron and Exeter recognize that each of them may be providing services to the Company and that Exeter in particular initially has been retained as Manager of the Company pursuant to the Management Services Agreement. The parties have provided for approval of various actions by the Board, either by simple majority of the Board or in certain instances by a supermajority of the Board. It is the intention of the parties that approval by the Board of any transaction between the Company and either Geron or Exeter as provided in this Agreement, in the Management Services Agreement and in other documents related thereto (the "**Related Documents**"), whether by a simple majority or where required by a supermajority, is intended to represent the only approval necessary for the transaction in question to satisfy any and all board or shareholder approval requirements of Section 144 of the Delaware General Corporation Law (the "**Interested Director Provisions**"). Each of Exeter and Geron hereby (i) irrevocably waive on behalf of themselves and their successors and assigns any and all claims they may now or in the future have as shareholders of the Company to advance any claim or seek relief under the Interested Director Provisions with respect to any transaction that has been approved under the terms this Agreement, the Management Services Agreement and the Related Documents and (ii) agree that directors nominated by the other of them may vote on all matters that may come before the Board and have such votes counted in determining whether or not Board approval of any matter has been obtained

[Signature page follows**]**

IN WITNESS WHEREOF, the Parties have caused their respective duly authorized representatives to execute this Formation and Shareholders Agreement as of the Effective Date.

EXETER LIFE SCIENCES, INC.

By: /s/ Jonathan Thatcher
Name: Jonathan Thatcher
Title:

GERON CORPORATION

By: /s/ David J. Earp
Name: David Earp
Title:

START LICENSING, INC.

By: /s/ Scott Davis
Name: Scott Davis
Title:

[Signature Page to Formation and Shareholders Agreement]

FORMATION AND SHAREHOLDERS AGREEMENT

by and among

Exeter Life Sciences, Inc.

Geron Corporation

and

stART Licensing, Inc.

April 5, 2005

Confidential

EXHIBIT 5.7

Actions Requiring Supermajority

Board Approval

Notwithstanding any other provision of this Agreement, each of the following actions will require the consent of at least four (4) Directors present at any meeting called and held in accordance with the terms of this Agreement:

(1) The approval of the Annual Plan;

(2) Any expenditure by the Company for capital goods that is not specifically contemplated by the Annual Plan and involves a payment, in a single transaction or series of related transactions, exceeding the greater of (1) $* or (2) * percent (* %) of the Company's revenues in the Company's most recently completed fiscal year;

(3) Any borrowing of funds by the Company if it is not specifically contemplated by the Annual Plan and, after giving effect thereto, the Company has obligations for borrowed money exceeding the greater of (1) $* or (2) * percent (* %) of the Company's revenues in the Company's most recently completed fiscal year, and any guarantee by the Company of the obligations of a third Person for borrowed money; and

(4) Any grant of a pledge, charge, lien, mortgage or other encumbrance over or in respect of the Company's assets except (1) to secure the borrowing of funds permitted under the preceding item, or (2) arising from capital leases or other transactions in the ordinary course of the Company's business and not material, in the aggregate, to the Company's operations.

(5) Except as set forth in Section 5.13, any declaration or payment of any dividend or other distribution with respect to Securities;

(6) Any merger or consolidation of the Company, whether or not the Company is the surviving entity;

(7) Any sale or other disposition, other than in the ordinary course of business, of assets representing more than * % by value of the Company's assets, other than pursuant to Section 6.6(f);

(8) Any investment by the Company in, or acquisition of, another entity;

(9) Any new issuance of Securities to any Person except as provided in this Agreement;

(10) Subject to the exceptions set forth in Section 9.1, any transfer of Securities, other than pursuant to Sections 6.6(d), 6.6(e) and 8.3;

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* Certain information on this page has been omitted and filed separately with the Commission. Confidential treatment has been requested with respect to the omitted portions.

(11) Adoption or amendment of the Certificate or the Bylaws;

(12) Adoption or amendment of the Statement of Designation;

(13) Any entry into or any material change in any transaction between the Company, on the one hand, and either Party, on the other hand, other than any transaction involving a license of Intellectual Property;

(14) Any entry into, or rejection, termination or modification of, inbound or outbound Intellectual Property licenses or sublicenses to (a) a Shareholder or an Affiliate of a Shareholder (except to the extent provided in Section 6.1) or (b) a substantial competitor of either Shareholder or of an Affiliate of either Shareholder;

(15) Adoption or amendment of the Predetermined Acquisition Guidelines;

(16) Any acquisition of Intellectual Property other than in accordance with the Predetermined Acquisition Guidelines;

(17) Except as set forth in Sections 6.6(f) and 8.3(b), the liquidation or dissolution of the Company; or

(18) The * Acquisition.

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* Certain information on this page has been omitted and filed separately with the Commission. Confidential treatment has been requested with respect to the omitted portions.

Attachment 1

Terms of Acquisition Preferred Stock

Dividend Rights:	Any dividends shall be paid on a pro rata basis to the holders of the Acquisition Preferred Stock and the Common Stock on an as-converted basis.
Liquidation Preference:	In the event of any liquidation, dissolution or winding up of the Company, the holders of the Acquisition Preferred Stock shall be entitled to receive, prior to any distribution to the holders of the Common Stock, an amount equal to the Purchase Price plus all declared but unpaid dividends thereon (the "**Preference Amount**"). After the full Preference Amount on all outstanding shares of Acquisition Preferred Stock has been paid, any remaining funds and assets of the Company legally available for distribution to shareholders shall be distributed pro rata among the holders of the Common Stock and the Acquisition Preferred Stock on an as-converted basis. A merger or consolidation of the Company in which its shareholders do not retain a majority of the voting power in the surviving corporation, the sale of all or substantially all the Company's assets, and a public offering of shares of Common Stock of the Company shall each be deemed to be a liquidation, dissolution or winding up of the Company.
Redemption:	The Acquisition Preferred Stock shall not be unilaterally redeemable at the option of the Company or the holders.
Conversion Rights:	The holders of the Acquisition Preferred Stock shall have the right to convert their Preferred Stock into shares of Common Stock at any time. The total number of shares of Common Stock into which the Acquisition Preferred Stock may be converted initially will be determined by dividing the Purchase Price by the conversion price. The initial conversion price will be the Purchase Price (i.e., a 1-to-1 initial conversion ratio). The conversion price will be subject to adjustment to reflect stock dividends, stock splits and similar events and as provided in "Antidilution Provisions" below.

Antidilution Provisions:	The conversion price of the Acquisition Preferred Stock shall be subject to adjustment on a broad-based weighted average basis for issuances at a purchase price less than the then-effective conversion price with carve-outs for issuances of Common Stock reserved for issuance to employees, consultants, officers or directors pursuant to stock purchase or stock option plans or agreements or other incentive stock arrangements approved by the Board ("**Incentive Pool**"); issuances in connection with the exercise or conversion of exercisable or convertible securities that are outstanding as of the closing or are subsequently issued pursuant to a carve-out; issuances in connection with acquisitions; issuances which are approved by the affirmative vote of a majority of the Board of Directors as not being subject to the antidilution provisions; and issuances to strategic partners, all subject to standard limitations. Proportional adjustments shall be made to the conversion price for stock splits, stock dividends and other recapitalizations.
Voting Rights:	Each share of Acquisition Preferred Stock shall carry a number of votes equal to the number of shares of Common Stock then issuable upon its conversion into Common Stock. The Acquisition Preferred Stock shall generally vote together with the Common Stock and not as a separate series or class, except as provided by law or as provided in "Protective Provisions" below.
Protective Provisions:	Consent of the holders of a majority of the outstanding Acquisition Preferred Stock, voting separately as a separate series shall be required for: (i) any amendment or change of the rights, preferences, privileges or powers of, or the restrictions that provide for the benefit of, the Acquisition Preferred Stock that adversely affects such shares; (ii) any increase or decrease in the number of authorized shares of the Acquisition Preferred Stock; (iii) any action that authorizes, creates or issues shares of any class of stock having preferences superior to or on parity with the Acquisition Preferred Stock; and (iv) any action that reclassifies any outstanding shares of Acquisition Preferred Stock.

Execution Copy
EXHIBIT 10.3

CONFIDENTIAL TREATMENT HAS BEEN REQUESTED FOR PORTIONS OF THIS EXHIBIT. THE COPY FILED HEREWITH OMITS THE INFORMATION SUBJECT TO THE CONFIDENTIALITY REQUEST. OMISSIONS ARE DESIGNATED AS *. A COMPLETE, UNREDACTED VERSION OF THIS EXHIBIT HAS BEEN FILED SEPARATELY WITH THE SECURITIES AND EXCHANGE COMMISSION.

CONTRIBUTION AND LICENSE AGREEMENT

THIS CONTRIBUTION AND LICENSE AGREEMENT, including the Exhibits referred to herein and attached hereto (the "**Agreement**"), is made and entered into as of April 5, 2005 by and among Exeter Life Sciences, Inc., an Arizona corporation with offices at 4455 E. Camelback Road, Phoenix, AZ 85018 ("**ELS**"), Geron Corporation, a Delaware corporation with offices at 230 Constitution Drive, Menlo Park, CA 94025 USA ("**Geron**"), and stART Licensing, Inc. ("**NewCo**"), a Delaware corporation having offices at 4455 East Camelback Road, Suite B100, Phoenix, AZ 85018. ELS, Geron and NewCo will hereinafter be referred to individually as a "**Party**" and collectively as the "**Parties**." ELS and Geron will hereinafter be referred to individually as a "**Licensor**" and collectively as the "**Licensors**."

RECITALS

WHEREAS, the Licensors have established NewCo for the purpose of managing their respective intellectual property and related rights in the Field (as defined below) pursuant to a Formation and Shareholders Agreement of even date hereto ("**Formation and Shareholders Agreement**");

WHEREAS, the Licensors wish to license or assign to NewCo certain rights under or relating to certain patents and other intellectual property rights, contract rights and certain other rights (such licenses and assignments being referred to as the "**Contribution**") pursuant to the terms and conditions hereof, in partial consideration for shares of NewCo to be issued at the Effective Date pursuant to the Formation and Shareholders Agreement;

NOW, THEREFORE, in consideration of the mutual covenants and obligations set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby agree as follows:

AGREEMENT

1. **DEFINITIONS.**

All capitalized terms shall have the meaning ascribed to them in this Section 1 or elsewhere in this Agreement. Capitalized terms not defined herein shall have the meaning ascribed to them in the Formation and Shareholders Agreement.

1.1 “**Affiliate**” means any Person: (a) that is controlled by, controls, or is under common control with a Party (collectively, a “**Controlled Person**”); or (b) that is controlled by, controls, or is under common control with any such Controlled Person, in each case for so long as such control continues. For purposes of this definition, “**control**” shall mean the possession, directly or indirectly, of power to direct or cause the direction of management or policies (whether through ownership of securities or other ownership interests, by contract or otherwise), provided however, that two companies shall not be deemed to be under common control by virtue of the possession by one Person of such power with respect to both companies if (i) such Person exercises such power solely through delegates, e.g., members of the board of directors of each such company, and (ii) the delegates for the two companies are different, and (iii) neither the delegates nor the Person attempts to coordinate the exercise of such power by the two delegates. For the purpose of this Agreement, no Party shall be considered an “Affiliate” of any other Party.

1.2 “**Change of Control**” means a Party’s (i) sale, lease, or other disposition of all or substantially all of its assets, rights or businesses or license or sale of substantially all of its intellectual property, or the acquisition of a Party by, or merger, consolidation, reorganization, business combination of a Party into or with another entity in which the stockholders of a Party immediately prior to such acquisition, merger, consolidation, reorganization or business combination do not own a majority of the outstanding voting shares of the surviving, purchasing, or newly resulting business entity (a “**Merger Transaction**”); or (ii) any transaction or series of related transactions to which a Party is a party in which in excess of fifty percent (50%) of a Party’s voting power is transferred, provided, however, any consolidation, business combination, or merger effected exclusively to change the domicile of a Party and the issuance of shares by the Party in a transaction whose primary purpose is to raise capital for a Party and does not involve any Merger Transaction, shall not be deemed a Change of Control.

1.3 “**Closing**” has the meaning ascribed to such term in the Formation and Shareholders Agreement.

1.4 “**Confidential Information**” has the meaning set forth in Section 14.1.

1.5 “**CT Agreement**” means that certain Exclusive License Agreement by and between Advanced Cell Technology, Inc., a Delaware corporation with offices at One Innovation Drive, Biotech Three, Worcester, MA 01605 (“**ACT**”), and ELS dated as of October 22, 2003, as amended by the Letter Agreement between ACT and ELS dated as of October 20, 2003, and as further amended by the ACT letter signed by ACT and agreed and accepted by ELS and UMass dated as of October 21, 2003.

1.6 **“Discloser”** means (i), with respect to Licensor Confidential Information, the applicable Licensor, and (ii), with respect to NewCo Confidential Information, NewCo.

1.7 “**Effective Date**” means the Closing (as such term is defined in the Formation and Shareholders Agreement).

1.8 “**Field**” shall mean

(i) cloned or chimeric mosaic non-human animals, tissues, and cells, and the creation and production thereof, both transgenic and non-transgenic;

(ii) all products or by-products comprised of, made in, produced by, derived from, extracted from or isolated from such non-human animals, tissues and cells; and

(iii) all associated uses of, and services relating to, such non-human animals, tissues, cells, products and by-products.

The Field includes by way of example, but not limitation, the cloning (including, without limitation, by means of nuclear transfer and chromatin transfer), research, development, making, using, selling, offering for sale, importing, exporting, or otherwise exploiting non-human animals, cells and tissues for any personal, business or commercial purposes, such as cloning endangered, extinct, transgenic or elite animals for use in agriculture, in biomanufacturing of products, including pharmaceuticals and other materials, and in xenotransplantation, and providing animal models for scientific research and development, and including technologies, methods, products and services that directly or indirectly support the cloning of animals. For the purpose of this definition, the term “chimeric mosaic” is intended to include animals generated by nuclear or chromatin transfer of nuclear material into one or more cells of multi-cell embryos and insertion of nuclear transfer or chromatin transfer generated cells into multi-cell embryos.

Notwithstanding the foregoing, (i) during the period beginning as of the Effective Date and ending upon expiration or termination of the Noncompete Termination Date (as defined in the Disclosure Schedule), the Field shall exclude cloned or chimeric mosaic non-human animals, tissues and cells, and the creation and production thereof, both transgenic and non-transgenic, and all products and by products comprised of, made in, produced by, derived from, extracted from or isolated from such animals, tissues and cells, in each case for (x) xenotransplantation or (y) production of polyclonal antibodies in non-human animals and stem cells (the “**Xenotrans-Antibody Subfield**”), and (ii) with respect to Patents and Technology Rights governed by the CT Agreement, the Field shall exclude cloned or chimeric mosaic Endangered Species animals, tissues and cells, and the creation and production thereof, both transgenic and non-transgenic, for any and all purposes, and products and by products comprised of, made in, produced by, derived from, extracted from or isolated from such Endangered Species animals, tissues and cells. For the purposes of this definition, “**Endangered Species**” means any species that is or has ever been (i) extinct or (ii) classified as threatened, vulnerable or in danger of extinction throughout all or a significant portion of its range by any governmental or international authority, treaty, law or regulation or (iii) classified under the guidelines of the Convention of International Trade of Endangered Species of Wild Fauna and Flora.

1.9 “**Future Technology**” means, with respect to a Licensor, any and all Technology that is (i) owned, in-licensed or used by such Licensor, (ii) disclosed or otherwise provided by such Licensor to NewCo after the Effective Date (regardless of

whether or not such Licensor is obligated to do so), and (iii) not subject to any separate agreement regarding its use or disclosure between NewCo and any of the Licensors entered after the Effective Date other than this Agreement.

1.10 "**Future Technology Rights**" means, with respect to a Licensor, any and all Technology Rights in, to and under such Licensor's Future Technology (i) which are owned by such Licensor, or (ii) with respect to which, and only to the extent that, such Licensor has the right to grant the licenses granted to NewCo under this Agreement *without* payment of royalties or license fees to third parties on account of such a license, or (iii) with respect to which, and only to the extent that, such Licensor has the right to grant the licenses granted to NewCo under this Agreement *with* payment of royalties or license fees to third parties on account of such a license *and* NewCo has agreed to pay such royalties or license fees; in each of (i), (ii) and (iii), owned or licensed at any time after the Effective Date.

1.11 "**Governmental Authority**" means any domestic or foreign government, governmental authority, court, tribunal, agency or other regulatory, administrative or judicial agency, commission or organization, and any subdivision, branch or department of any of the foregoing.

1.12 "**Improvement Patents**" means, with respect to a Licensor, any and all Patents (i) which are owned by such Licensor, or (ii) with respect to which, and only to the extent that, such Licensor has the right to grant the licenses granted to NewCo under this Agreement *without* payment of royalties or license fees to third parties on account of such a license, or (iii) with respect to which, and only to the extent that, such Licensor has the right to grant the licenses granted to NewCo under this Agreement *with* payment of royalties or license fees to third parties on account of such a license *and* NewCo has agreed to pay such royalties or license fees; in each case, whether owned or licensed as of the Effective Date or at any time thereafter and claiming inventions which are covered by one or more claims of the Original Licensed Patents.

1.13 "**Licensed Patents**" means the Original Licensed Patents and the Third-Party Patents.

1.14 "**Licensor Patents**" means the Patents listed on Exhibit A, and any Related Patents thereof or thereto (collectively, the "**Original Licensed Patents**") together with any Improvement Patents.

1.15 "**Licensor Technology**" means, with respect to a Licensor, any and all Technology, with the exception of the Third-Party Technology, existing and owned, in-licensed or used by a Licensor as of the Effective Date that is necessary or without which it is impracticable to practice, utilize and commercialize inventions claimed in the Licensed Patents or that is necessary or without which it is impracticable to conduct activities, or operate NewCo's business, within the Field.

1.16 "**Licensor Technology Rights**" means, with respect to a Licensor, any and all Technology Rights in, to and under Licensor Technology (i) which are owned by

such Licensor, or (ii) with respect to which, and only to the extent that, such Licensor has the right to grant the licenses granted to NewCo under this Agreement *without* payment of royalties or license fees to third parties on account of such a license, or (iii) with respect to which, and only to the extent that, such Licensor has the right to grant the licenses granted to NewCo under this Agreement *with* payment of royalties or license fees to third parties on account of such a license *and* NewCo has agreed to pay such royalties or license fees; in each case, owned or licensed as of the Effective Date..

1.17 "**Original Licensed Patents**" has the meaning set forth in Section 1.14.

1.18 "**Patent(s)**" means (i) all patents, invention disclosures, inventor's certificates and patent applications throughout the world, together with (ii) any renewal, division, continuation (in whole or in part), or continued prosecution application of any of such patents, inventor's certificates and patent applications, and any and all patents or inventor's certificates issuing thereon, and any and all reissues, reexaminations, extensions, divisions, renewals, substitutions, confirmations, registrations, revalidations, revisions, and additions of or to any of the foregoing, and any foreign counterparts of any of the foregoing and any other patents claiming priority back to any of the foregoing (all of (ii) collectively being "**Related Patents**").

1.19 "**Person**" means a natural individual, partnership, firm, corporation, business association, institute, organization, or other entity.

1.20 "**Pre-existing License Agreements**" means the agreements and contracts listed on Exhibit D, and any agreements governing any intellectual property rights arising therefrom (e.g., license agreements resulting from the exercise of options or grant-backs thereunder by the applicable Licensor).

1.21 **"Recipient"** means (i), with respect to a Licensor's Confidential Information, NewCo and the other Licensor, as applicable, and (ii), with respect to NewCo Confidential Information, the applicable Licensor.

1.22 "**Retained Licensor Rights**" means (a) the license rights retained by the United States government and UMass as described in the UMass Agreement, pursuant to which UMass retains certain rights under its Third-Party Patents for academic research, teaching, and non-commercial patient care and the United States government retains rights under UMass's Third-Party Patents as set forth in 35 U.S.C. §§ 201-211, and the regulations promulgated thereunder, as amended, or any successor statutes or regulations; (b) rights retained by Roslin as described in the Geron Roslin Agreements, under which Roslin retains the right, without Geron's consent, to engage in research relating to somatic cell nuclear transfer in non-human animals, alone or in collaboration with others, and in humans, alone or in collaboration with nonprofit academic parties, charitable, research and other not for profit organizations but not in collaboration with any for-profit organizations, solely for the purpose of such permitted activities; and (c) the license rights retained by Roslin as described in the Exeter Roslin Agreement, under which Roslin retains certain rights under its Third-Party Patents for any research work.

1.24 "**Roslin Agreements"** means (in each case as may be amended by the applicable License Consent) (i) the Licence Agreement between Geron and the Roslin Institute (Edinburgh), a company incorporated in Scotland under the Companies Acts with registered number 157100 and having its registered office at Roslin Biotechnology Centre, Roslin, Edinburgh, Midlothian, EH25, Scotland ("**Roslin**") dated as of April 30, 1999, as amended by the Agreement dated September 30, 2003 (the "**Geron Roslin Licence Agreement**"); (ii) the Research and Licence Agreement between Geron and Roslin dated as of May 3, 1999, as amended by the First Amendment to Research and Licence Agreement dated as of October 1, 2002 and further amended by the Agreement dated September 30, 2003 (the "**Geron Roslin Research Agreement**" and collectively, the agreements in (i) and (ii), the "**Geron Roslin Agreements**"); and (iii) the Licence Agreement between Roslin and PPL Therapeutics – (Scotland) Limited, dated as of June 2, 1998, as amended and assigned by PPL Therapeutics to ELS by the Assignation and Variation Agreement between and among Roslin, ELS and PPL Therapeutics, dated December 2003 (the "**Exeter Roslin Agreement"**).

1.25 "**Technology**" means materials, information, ideas, inventions and other subject matter, including, without limitation, works of authorship, products, discoveries, developments, creations, designs, plans, specifications, drawings, writings, schematics, documents, reports, notebooks, technical information, processes, know-how, methods, procedures, concepts, techniques, technology, biological and chemical materials, compounds and substances, formulas, compositions, protocols, data and databases or computer programs.

1.26 "**Technology Rights**" means, throughout the world, any and all (i) copyrights, author's rights, related rights (including without limitation so called "neighboring rights" and "sui generis" rights), database rights and similar rights; (ii) rights in, to and under trade secrets and know-how; and (iii) any other proprietary rights to technology but specifically excluding Patents, trademarks, trade names, trade dress, service marks and any rights therein or thereto.

1.27 "**Third-Party License Agreements**" means the following agreements, individually or collectively, as applicable in the context: the Roslin Agreements, the CT Agreement, and the other license agreements listed in Exhibit C (as may be amended in writing from time to time).

1.28 "**Third-Party Licensor**" means Roslin, ACT, and their successors and assigns.

1.29 "**Third-Party Patents**" means (a) those Patents licensed to a Licensor under a Third-Party License Agreement and listed in Exhibit B(I), (b) any Related Patents thereof or thereto, and (c) any Patents issued or applied for with respect to the invention disclosures set forth in Exhibit B(II) hereto; in each of (a), (b), and (c), only to the extent that a Licensor has the right under the Third-Party License Agreements or under such Related Patents or Patents, as applicable, to grant the licenses granted to NewCo under this Agreement.

1.30 "**Third-Party Technology**" means that Technology licensed by a Third-Party Licensor to a Licensor under a Third-Party License Agreement.

1.31 "**Transaction Documents**" means this Agreement, the Formation and Shareholders Agreement, the Management Services Agreement, License Consents and Preferred Stock Repurchase Agreement (as such terms are defined in the Formation and Shareholders Agreement).

1.32 "**UMass Agreement**" means that certain Exclusive License Agreement between ACT and UMass dated as of April 1, 2003.

1.33 Collective Terms. For purposes of this Agreement, except as otherwise expressly provided herein or unless the context otherwise requires: (a) the use herein of the plural shall include the single and *vice versa* and the use of the masculine shall include the feminine; (b) unless otherwise set forth herein, the use of the term "**including**" or "**includes**" means "**including [includes] but [is] not limited to**"; and (c) the words "**herein**," "**hereof**," "**hereunder**" and other words of similar import refer to this Agreement as a whole and not to any particular provision. Additional terms may be defined throughout this Agreement.

2 PATENT LICENSES.

2.1 License to NewCo Under Third-Party Patents. Each Licensor hereby grants, and agrees to grant, to NewCo a worldwide, exclusive, fully-paid up, royalty-free (except as expressly set forth in Section 8.9), non-transferable (except as permitted in Section 15.9) license, with the right to sublicense in accordance with Section 4, under all of its rights and interests in the Third-Party Patents under the Third-Party License Agreement(s), to exercise all rights in, and to use and practice any process, art or method claimed in or covered by, and to otherwise commercialize and exploit (in connection with research and development activities, products, services, sublicensing, or otherwise) such Third-Party Patents, solely in the Field, to the maximum extent permitted by such Third-Party License Agreement(s); *provided, however,* that the exclusive nature of the license granted in this Section 2.1 shall be subject to the applicable Retained Licensor Rights and the rights of the licensee(s) described in the applicable Pre-existing License Agreements, if any.

2.2 License to NewCo Under Licensor Patents. Each Licensor hereby grants, and agrees to grant, to NewCo a worldwide, exclusive, fully-paid up, royalty free, non-transferable (except as permitted in Section 15.9) license, under its Licensor Patents, with the right to sublicense in accordance with Section 4, to make, have made, use, develop, sell, offer to sell, lease, distribute, import, export and otherwise dispose of products, to develop and perform services, to use and practice any process, art or method, and to otherwise commercialize and exploit (in connection with research and development activities, products, services, sublicensing, or otherwise) such Licensor Patents, solely in the Field; *provided, however,* that the exclusive nature of the license granted herein shall be subject to the rights of the licensee(s) described in the applicable Pre-existing License Agreements, if any.

2.3 Third Party Patents. The licenses granted in Section 2.1 shall be deemed to be sublicenses under the applicable Third Party License Agreement, and NewCo shall be subject to all limitations, obligations, and other restrictions, if any, expressly imposed on sublicensees pursuant to the terms of the applicable Third Party License Agreement. NewCo shall comply, as if it were the applicable Licensor, with all limitations, obligations, and restrictions applicable to Licensor under any Third Party License Agreement to the extent such limitations, obligations and restrictions arise out of exercise by NewCo of the license rights granted to NewCo under Article 2. Notwithstanding the foregoing, NewCo shall not owe royalties, sublicensee income, minimum annual royalties, or any other consideration due under Exeter's Third-Party License Agreements as a Licensor, but rather as a sublicensee or affiliate, as applicable, under such Third-Party License Agreements as set forth in Section 8.9 of this Agreement.

3 TECHNOLOGY LICENSES.

3.1 License to NewCo Under Third-Party Technology Rights. Each Licensor hereby grants, and agrees to grant, to NewCo a worldwide, exclusive, fully-paid up, royalty-free (except as expressly set forth in Section 8.9), non-transferable (except as permitted in Section 15.9) license, with the right to sublicense in accordance with Section 4, under all of its Technology Rights in the Third-Party Technology under the Third-Party License Agreement(s), to exercise all rights in, and to use and practice any process, art or method embodied by, and to otherwise commercialize and exploit (in connection with research and development activities, products, services, sublicensing, or otherwise), such Third-Party Technology, solely in the Field, to the maximum extent permitted by such Third-Party License Agreement(s); *provided, however,* that the exclusive nature of the license granted in this Section 3.1 shall be subject to the applicable Retained Licensor Rights and the rights of the licensee(s) identified in the applicable Pre-existing License Agreements, if any.

3.2 License to NewCo Under Licensor Technology Rights. Each Licensor hereby grants, and agrees to grant, to NewCo a worldwide, exclusive, fully-paid up, royalty free, non-transferable (except as permitted in Section 15.9) license, with the right to sublicense in accordance with Section 4, under all of its Technology Rights in its Licensor Technology, to make, have made, use, develop, sell, offer to sell, lease, distribute, import, export, reproduce, display, perform and otherwise make available (publicly or otherwise) (subject to Section 14 ("Confidentiality")), prepare derivatives based upon and otherwise modify, and otherwise practice, commercialize and exploit (in connection with research and development activities, products, services, sublicensing, or otherwise), (i) the Licensor Technology and (ii) any derivatives thereof or modifications thereto prepared by or for NewCo in accordance with the foregoing, in each case solely in the Field; *provided, however,* that the exclusive nature of the license granted herein shall be subject to the rights of the licensee(s) identified in the applicable Pre-existing License Agreements, if any.

3.3 License to NewCo Under Licensors' Future Technology Rights. Solely for the purpose of NewCo fulfilling its obligations (or assisting Licensors in fulfilling their obligations) under the Pre-existing License Agreements, each Licensor

hereby grants, and agrees to grant, to NewCo a worldwide, non-exclusive, fully-paid up, royalty-free, non-transferable (except as set forth in Section 15.9) license, with the right to sublicense in accordance with Section 4, under such Licensor's Future Technology Rights, solely in the Field, to reproduce, distribute, display and otherwise make available (publicly or otherwise) (subject to Section 14), prepare derivatives based upon and otherwise modify, and otherwise practice, commercialize and exploit (in connection with research and development activities, products, services or otherwise), (i) such Licensor's Future Technology and (ii) any derivatives thereof or modifications thereto prepared in accordance with the foregoing.

3.4 Third-Party Technology. With respect to any Technology or Technology Rights of any third party that may be covered by any of the license(s) in this Section 3, such license(s) shall be subject to the applicable license limitations, obligations and other restrictions, if any, expressly imposed on sublicensees pursuant to the applicable Third Party License Agreement. For the avoidance of doubt, the licenses granted in Section 3.1 are considered to be sublicenses under the applicable Third Party License Agreement. Prior to inclusion of Future Technology or Future Technology Rights in the licenses in this Section 3, the Licensor shall notify NewCo in writing of any such limitations and restrictions with respect to Future Technology or Future Technology Rights.

4 RIGHTS TO SUBLICENSE.

NewCo may sublicense the rights granted to it in Sections 2 and 3 to third parties, provided that each such sublicensee is bound in writing by (i) confidentiality obligations with respect to the Licensors' Confidential Information that are no less restrictive than the confidentiality obligations of this Agreement and, if applicable, a Third-Party License Agreement, and (ii) in the case of sublicenses of Third-Party Patents and Third-Party Technology, other terms and conditions setting forth obligations and limitations that are consistent with those terms and conditions required to be imposed on sublicensees pursuant to the applicable Third-Party License Agreement. NewCo will require its sublicensees to provide written reports setting forth the calculation of the royalties payable to NewCo, including the number of licensed products sold in each country, gross sales, deductible expenses, and net revenues. If NewCo sublicenses any of the Third-Party Patents set forth in Exhibit B, NewCo will require those sublicensees to provide a separate accounting for products covered by such patents, to the extent necessary to permit royalties payable to Third-Party Licensors to be properly calculated.

5 OWNERSHIP; RESERVATION OF RIGHTS.

5.1 Reserved Rights. Each Licensor and NewCo acknowledges and agrees that each other Licensor retains all right, title and interest in, to and under its intellectual property rights and other proprietary rights, subject only to the rights and licenses expressly assigned or granted herein. For the avoidance of doubt, except as may be expressly claimed in Patents licensed by a Licensor under Sections 2.1 and 2.2 hereof, nothing in this Agreement shall be deemed to constitute a grant of rights to transdifferentiation technology, telomerase technology, or embryonic stem cell

technology of any Licensor. Notwithstanding the foregoing, and for the avoidance of doubt, the rights granted to NewCo pursuant to Sections 2.1, 2.2, 3.1 and 3.2 hereof include the right to employ the Third-Party Patents, Licensor Patents and Technology Rights in the Licensor Technology and Third-Party Technology under the Third Party License Agreements to perform reproductive cloning in the Field.

5.2 No Restriction. Nothing in this Agreement shall in any way limit or restrict, or be deemed to limit or restrict, the use or exploitation of any of a Licensor's rights in, to or under any of its intellectual property outside the Field. Nothing herein shall restrict a Licensor from protecting any of its Licensor Technology under any patent or any other intellectual or industrial property laws after the Effective Date, and each Licensor shall own all right, title and interest in, to and under such Licensor Technology and any related intellectual property rights, subject only to the rights of NewCo expressly set forth herein.

6 TRANSFER OF PRE-EXISTING LICENSE AGREEMENTS.

6.1 [Intentionally omitted]

6.2 [Intentionally omitted]

6.3 Modification or Replacement of Pre-Existing License Agreements. NewCo shall use commercially reasonable efforts to negotiate a new direct license agreement with each licensee under each Pre-existing License Agreement, except those set forth in the Disclosure Schedule, to replace the applicable Pre-existing License Agreement (and the applicable Licensor will cooperate with and assist NewCo in contacting the licensees and negotiating the new license agreement and in terminating or amending, as appropriate, the Pre-existing License Agreement to be replaced). NewCo's obligation to negotiate and Licensor's obligation to cooperate in any related negotiations shall terminate 12 months after the Effective Date. To the extent that any Pre-existing License Agreement cannot be replaced with a direct agreement between the licensee under the Pre-existing License Agreement and NewCo, then the applicable Licensor will cooperate with NewCo in a mutually agreeable arrangement under which NewCo will obtain the benefits under such Pre-existing License Agreement, including such Licensor assigning such Pre-existing License Agreement to NewCo, sublicensing or subcontracting to NewCo, appointing NewCo as its agent to administer and manage the Pre-existing License Agreement, and enforcing for the benefit of NewCo the sublicensees' obligations under the Pre-existing License Agreement.

6.4 [Intentionally omitted]

6.5 Effect of Termination of Pre-Existing License Agreement. On termination or expiration (or assignment to NewCo), in whole or part, of any Pre-existing License Agreement, or any license, option, or other right granted thereunder, such license or other right shall automatically be deemed incorporated in the licenses and rights granted to NewCo under this Agreement (and each Licensor hereby grants to NewCo a license under all of its rights thereto in the Field on the terms of this Agreement), subject

to the applicable terms, if any, in the Pre-existing License Agreement or applicable Third-Party License Agreement affecting such transfer of rights.

7 PATENT PROSECUTION

7.1 Transition.

(a) **Transition Period**. Each Licensor shall, at its sole expense, for a period of ninety (90) days after the Closing ("**Transition Period**"), (a) continue to prosecute and maintain its Licensed Patents in the ordinary course (including without limitation prosecuting any pending interferences with non-Licensor third parties), consulting closely with and complying with the reasonable instructions of NewCo with respect to any filings or communications with patent authorities during such period, (b) permit NewCo ample opportunity to comment on any filings and communications with patent authorities during such period prior to submission; and (c) not abandon the prosecution of such patents and patent applications or any claims unless at NewCo's written direction. A list of the patents and patent applications to be prosecuted and maintained by Geron during the Transition Period after Closing are set forth in Exhibit A and Exhibit B. Each Licensor and NewCo agree to reasonably cooperate and assist each other in the transfer of such prosecution from such Licensor to NewCo. Each Licensor shall provide to NewCo, within thirty (30) days after the Closing, contact information for any outside counsel and any prosecution docket listings maintained by such outside counsel, or, if prosecution is handled internally by such Licensor, such listings maintained internally, especially those listings containing information concerning outstanding due dates and deadlines associated with the patents and applications handled by such outside counsel or internally by such Licensor. Each Licensor shall provide to NewCo, within thirty (30) days after the Closing, all patent and patent application files (including paper copies and, to the extent available, duplicate electronic copies) transferred from its outside counsel (or from such Licensor if handled internally), unless instructed by NewCo otherwise. Each Licensor shall bear all its own costs and expenses, and those of its counsel, in copying and delivering records, files and other materials in connection with transitioning prosecution and maintenance responsibility for Licensed Patents to NewCo hereunder. Each Licensor shall cooperate with NewCo to provide copies of any documents identified by NewCo or discovered by such Licensor to be missing from files of Licensed Patents provided to NewCo. The Licensor obligations in this Section 7.1(a) shall apply to Exeter only to the extent that Exeter has or acquires during the Transition Period the relevant prosecution and maintenance rights with respect to its Licensed Patents.

(b) **Pending or other Proceedings**. Except as instructed by NewCo, neither Licensor shall knowingly take any action during the Transition Period (or thereafter) with respect to any opposition, *inter partes* re-examination, or interference (including any appeal thereof) involving the Licensed Patents that is likely to adversely affect the value, validity, scope or enforceability of any Licensed Patents.

7.2 NewCo Prosecution Responsibility. Subject to this Section 7, commencing from end of the Transition Period, NewCo shall be solely responsible for

and shall have sole control over (subject to any consultation, reporting and similar requirements of the Third-Party License Agreements) prosecution and maintenance of the Licensed Patents, except for those indicated on Exhibit B as excluded from this Section 7.2.

7.3 Adversarial Actions. Opposition proceedings, interference proceedings, re-examination proceedings, and appeals from any of the foregoing involving any of the Licensed Patents ("**Adversarial Actions**") that have been instituted, requested or are on-going as of the Effective Date are listed in Exhibit E. Each Licensor shall provide to NewCo, within thirty (30) days after the Closing, all materially relevant information, filings, correspondence, and other documents (including, to the extent available, in electronic form) relating to any such pending or contemplated Adversarial Actions. During the Transition Period, each relevant Licensor and NewCo shall agree as to which Adversarial Actions listed in Exhibit E NewCo shall assume (the "**Assumed Adversarial Actions**") and how such actions shall be managed by NewCo. Commencing from the end of the Transition Period, and subject to the provisions of Section 7.4(c), NewCo shall be solely responsible for and shall have sole control over (subject to any consultation, reporting and similar requirements of the Third-Party License Agreements) the Assumed Adversarial Actions. To the extent that such actions must be maintained in the name of a Licensor, each Licensor will reasonably cooperate with NewCo to maintain such actions at NewCo's request, subject to reimbursement of reasonable associated expenses by NewCo. NewCo shall have no responsibility for Adversarial Actions listed in Exhibit E not assumed by NewCo.

7.4 Patent Filing Costs. Commencing from end of the Transition Period, NewCo (as between each Licensor and NewCo) shall bear all costs and expenses associated with its prosecution and maintenance of the Licensed Patents, subject to Section 7.3 and the following exceptions:

(a) Each Licensor shall bear its own expenses associated with preparation, filing, prosecuting and maintaining of patent applications and patents associated with any Patents outside the Field (e.g., continuations, continuations-in-part, divisionals, re-issues or re-examinations of any Licensed Patents filed to separate human from non-human claims, and the patent applications and patents covering inventions applicable to human cloning resulting from such filings, and all its Patents other than Licensed Patents) and all the costs and expenses incurred by NewCo (whether incurred during or after the Transition Period), if any, for filing, prosecution and maintenance of any continuations, divisions, re-issues, re-examinations or other applications filed for purposes of transferring claims outside the Field (e.g., human claims) under such Licensor's Licensed Patents to such Licensor's control. Each Licensor shall notify NewCo within sixty (60) days after the Closing of the Patents for which it will file patent applications to separate human from non-human claims. If such Licensor filings are not completed before prosecution control transfers to NewCo at the end of the Transition Period, NewCo and the Licensor shall cooperate in effecting such filings.

(b) For any Licensed Patent having any material applicability outside the Field, NewCo shall bear only a portion of its costs and expenses associated with

filing, prosecuting and maintaining the Licensed Patent, and the Licensor shall bear, and reimburse NewCo for, the remainder of such NewCo expenses. The equitable allocation of such costs and expenses shall be mutually agreed by the Licensor and NewCo based upon the scope of the claims in the Licensed Patent in the Field and outside the Field and the relative value of such claims scope. Except as otherwise provided in Section 7.4(a) herein, for any Licensed Patent having material applicability outside the Field, NewCo and the applicable Licensor shall mutually agree upon the strategy for filing, prosecuting and maintaining such Licensed Patents.

(c) For any Adversarial Action involving any Licensed Patent having any material applicability outside the Field, NewCo shall bear only a portion of its costs and expenses associated with such Adversarial Action, and the Licensor shall bear, and reimburse NewCo for, the remainder of such NewCo expenses. For any Adversarial Action involving any Licensed Patent having material applicability outside the Field, NewCo and the applicable Licensor shall mutually agree upon the strategy for defending and conducting such Adversarial Action and upon an equitable allocation of such costs, expenses and any recovery arising from such Adversarial Action. No settlement of or material concession with respect to such Adversarial Action shall be made or entered into without Licensor's or NewCo's consent.

(d) In any event, NewCo shall bear no costs under this Section 7.4 or Section 7.11 to the extent any third party is obligated to pay, reimburse or credit a Licensor or Third-Party Licensor (excluding a Licensor's obligation to pay, reimburse or credit a Third-Party Licensor) for any such costs; in such event, and provided such costs have been incurred by or are owed by NewCo, such Licensor shall pay over to NewCo any such amounts to the extent that such amounts are not received by NewCo from such third party pursuant to Section 6 hereof. Further, NewCo shall receive the benefit afforded to any Licensor pursuant to a Third-Party License Agreement with respect to reimbursement of costs and expenses incurred by NewCo under this Section 7.4 and Section 7.11, and Licensors hereby agree to take all actions reasonably requested by NewCo to obtain such benefit, except in each case as may be otherwise agreed by NewCo in writing.

7.5 Licensor Cooperation.

(a) Each Licensor shall make reasonable commercial efforts to cooperate fully with NewCo to effectuate an orderly transition of the prosecution and maintenance relating to the Licensed Patents and to cooperate fully with NewCo in the preparation, filing, prosecution, maintenance and, as applicable, enforcement of all Licensed Patents. Cooperation includes, without limitation, (i) promptly executing all papers and instruments or requiring employees of such Licensor to execute papers and instruments as reasonably appropriate to enable NewCo to file, prosecute, maintain and enforce Licensed Patents in any jurisdiction; (ii) making available to NewCo (or to NewCo's authorized attorneys, agents or representatives), such Licensor's employees, agents or consultants to the extent necessary or appropriate to enable NewCo to file, prosecute and maintain patent applications and resulting patents with respect to Licensed Patents owned or licensed by a Licensor and for reasonable periods of time sufficient for

NewCo to obtain the assistance it needs from such personnel; and (iii) promptly informing NewCo of matters that may affect the preparation, filing, prosecution, future validity, or maintenance of Licensed Patents (such as becoming aware of material prior art or references thereto or of an additional inventor who is not listed as an inventor in a patent application).

(b) If NewCo requests travel by a Licensor (or its employees, agents or consultants) in connection with the preceding or, after the one-year anniversary of the Effective Date, directly requests in writing substantial legal advice from a Licensor's outside legal counsel for which the Licensor is charged or from a Licensor's in-house counsel (excluding any charges relating to file transfer, execution of papers and instruments and similar costs), NewCo will reimburse the Licensor for its out-of-pocket direct costs incurred for such travel or legal fees (or in the case of in-house counsel, the charge allocated to Licensor's applicable business division for such in-house counsel's time so incurred, in accordance with such Licensor's standard past practices), provided Licensor first obtains NewCo approval of the estimated cost thereof. In order to allow NewCo to efficiently and economically prepare, file, prosecute, maintain and, as applicable, enforce the Licensed Patents, the Licensors shall not challenge the validity, enforceability or scope of the Licensed Patents through any means, including, without limitation, declaratory judgment actions, litigation proceedings, opposition proceedings, interference proceedings, and re-examination proceedings. Except as otherwise expressly provided for in this Agreement, a Licensor's performance of its obligations and exercise of its rights under this Agreement shall be at the sole expense of such Licensor.

7.6 NewCo Cooperation. After the Transition Period, NewCo shall keep each Licensor informed of the status of prosecution of its Licensed Patents and provide such Licensor with copies of and the opportunity to comment on associated filings with patent authorities. NewCo will not unreasonably refuse to accept any reasonable suggestions of a Licensor's patent counsel regarding any filings made by NewCo with a patent authority with respect to such Licensor's Licensed Patent, provided that Licensor's patent counsel provides such comments to NewCo in a timely manner (i.e. not less than thirty (30) days prior to the patent office deadline (excluding extensions) for such filing), and further provided that accepting such suggestion would not materially adversely affect the patentability, enforceability, or validity of claims or the scope of the claims of such patent or patent application having application within the Field. NewCo shall, if and to the extent required by any Third-Party License Agreement, keep the Third-Party Licensor informed of the status of prosecution of the applicable Third-Party Patents and provide such Third-Party Licensor with copies of and the opportunity to comment on associated filings with patent authorities.

7.7 Status Updates. Each Licensor agrees to keep NewCo informed in a timely manner of the status of its and any Third-Party Licensor's (and UMass', as applicable) activities relating to any of the Licensed Patents or Technology licensed to NewCo hereunder (e.g., developments of any on-going litigation, interference proceedings, or other activities that could affect the value, validity, or prosecution strategy of the Licensed Patents) to the extent such Licensor becomes aware of such activities.

7.8 Assignment of Prosecution Rights. Subject to Section 7.3 and 7.4 hereof, each Licensor shall, and if necessary shall use reasonable commercial efforts to cause any Third-Party Licensor (and UMass, as applicable) to, execute a power of attorney for the prosecution and maintenance of the Licensed Patents, assign to NewCo (in written form reasonably acceptable to NewCo) all its rights to prosecute and maintain the Licensed Patents in all jurisdiction(s), and otherwise perform all acts and make all filings necessary to permit NewCo and its designees to, effective as of the end of the Transition Period, prosecute, maintain and enforce each such patent or application in all jurisdiction(s) and transact all matters connected therewith, including by way of example but not limitation, controlling prosecution and resolving all interference, re-examination, re-issue, and opposition proceedings relating thereto. Such acts shall include changing the address of the patent attorney of record with the appropriate patent authorities and, as may be necessary on an interim or extended basis, appointing NewCo as a Licensor's delegatee or agent for the purpose of continuing to exercise such Licensor's prosecution, maintenance and enforcement rights under any of the Third-Party License Agreements and appointing NewCo's patent counsel as associate attorneys of record. The foregoing assignment of rights shall include all rights to apply for, file, register, prosecute, maintain, extend or renew the Licensed Patents in all jurisdictions and to settle or otherwise terminate any interference proceedings, re-examinations, oppositions, or other challenges to the validity, enforceability or scope of any Licensed Patent, and the right to bring actions for past, present or future infringement of or otherwise enforce any of the Licensed Patents in accordance with Section 7.11 hereof, and, subject to the terms and conditions of the applicable Third Party License Agreement regarding reimbursement of a Third-Party Licensor's costs and expenses or sharing of recovery with a Third-Party Licensor, to settle and retain the proceeds of such actions. Each Licensor shall execute and deliver such additional documents and perform such additional acts as are necessary, to establish, perfect, enforce, evidence or otherwise protect NewCo's rights under this Section 7.8. The Licensor obligations in this Section 7.8 shall apply to Exeter only to the extent that Exeter has or acquires the relevant prosecution, maintenance and enforcement rights with respect to its Licensed Patents.

7.9 Abandonment of Licensed Patents.

(a) Before NewCo elects not to file outside the United States or ceases prosecuting or maintaining, or otherwise allows abandonment of, any Licensed Patent in any jurisdiction, NewCo shall use commercially reasonable efforts to provide written notice to the Licensors no later than sixty (60) days prior to any abandonment of rights. Within thirty (30) days after receipt of such notice, the Licensor that contributed the Licensed Patent to NewCo may provide a reply notice to NewCo that the claims of the Licensed Patent have potential application outside of the Field and request transfer of control of such patent's prosecution and maintenance of the Licensed Patent in the specified jurisdiction. (If such Licensor does not provide such a reply notice within thirty (30) days or does not take control of such patent's prosecution and maintenance, NewCo may abandon such Licensed Patent or claims thereof without further obligation or liability to Licensor.) Subject to any requirements under applicable Third Party License Agreements regarding transfer to a Third-Party Licensor, NewCo shall thereafter and in a

timely manner so as to avoid any loss of rights, transfer control of such patent's prosecution and maintenance in the specified jurisdiction to such Licensor. If required by the Third-Party License Agreements applicable to such Licensed Patent, NewCo shall also notify the Third-Party Licensor of such Licensed Patent and provide such Third-Party Licensor such rights as are specified in the Third-Party License Agreements; provided, however, that in the event that the Third-Party Licensor's instructions are incompatible with the Licensor's instructions, NewCo shall notify the Licensor and the Third-Party Licensor and then transfer control of such Licensed Patent's prosecution and maintenance in the specified jurisdiction to the Third-Party Licensor accompanied by a copy of the Licensor's instructions without further obligation or liability on the part of NewCo.

(b) Unless otherwise instructed by the Licensor, if the Licensor contributing such Licensed Patent requests that NewCo transfer control of the Licensed Patent to the Licensor in accordance with this Section 7.9, NewCo shall, within thirty (30) days thereafter, provide to the Licensor any patent and patent application files (including paper copies and, to the extent available, duplicate electronic copies), together with contact information for any outside counsel and any prosecution docket listings, whether maintained by outside counsel or internally at NewCo, including those listings containing information concerning outstanding due dates and deadlines, in each case associated with the Licensed Patent being transferred. In the event that a Licensor or Third-Party Licensor elects to have control of prosecution and maintenance of such Licensed Patent transferred to it in accordance with this Section, such Licensed Patent shall no longer be deemed licensed to NewCo under Article 2 in the applicable jurisdiction(s), except to the extent necessary to continue licensing such Licensed Patents under Pre-existing License Agreements and any sublicenses granted by NewCo before such transfer.

(c) Notwithstanding the foregoing, this Section 7.9 shall not apply in the event NewCo elects to not file, to cease prosecution or to abandon a patent application within the Licensed Patents (a "**Subject Patent**") in favor of a continuation or divisional application or the jurisdictional equivalent thereof.

7.10 Transfer Back Costs. The obligation of NewCo to transfer control of prosecution and maintenance of any Licensed Patent as set forth in Section 7.9 shall be subject to the applicable Licensor or Third-Party Licensor agreeing to reimburse NewCo for any out-of-pocket direct costs, fees and other expenses reasonably incurred by NewCo with respect to any such Licensed Patent after the date of such Licensor's written request to transfer control. Upon the effective transfer of control of any Licensed Patent to the applicable Licensor or Third-Party Licensor pursuant to this Section 7.10, such transferee shall be solely responsible for, and shall bear all costs and expenses associated with, the prosecution and maintenance relating to such Licensed Patent in the specified jurisdiction(s) arising thereafter.

7.11 Enforcement of Patent Rights. Each Party, first having knowledge of any of the following, shall notify the others in writing of any third party infringement or misappropriation of any Patents or of any Technology licensed to NewCo hereunder or any attempts to invalidate or render unenforceable any of such rights licensed hereunder including, without limitation, by declaratory judgment action or litigation.

(a) NewCo shall have the initial right, but not the obligation, as to all other Parties to institute, prosecute, defend and control any action, suit or proceeding (an "**Action**") with respect to such infringement or misappropriation that includes infringing activities or use of misappropriated Technology within the Field or with respect to such attempts to invalidate or render unenforceable any such rights licensed hereunder, including any declaratory judgment action or litigation, at its expense. NewCo shall be entitled to use counsel of its choice and shall consult with and keep the other Parties and, to the extent contractually required by Third-Party License Agreements, the Third-Party Licensors, informed of the progress of the Action. All Parties shall cooperate reasonably with NewCo, at NewCo's request, in connection with any such Action. For any Action involving any Licensed Patent having material applicability outside the Field, NewCo and the applicable Licensor shall mutually agree upon the strategy for enforcing (or defending) such Licensed Patent, and no settlement of or material concession with respect to such Action shall be made or entered into by NewCo without Licensor's consent and no settlement of or material concession with respect to an Action involving any Licensed Patent having material applicability within the Field shall be made or entered into by Licensor without NewCo's consent. Subject to the terms and conditions of the applicable Third Party License Agreement regarding reimbursement of a Third-Party Licensor's costs and expenses or sharing of recovery with a Third-Party Licensor, any amounts recovered in such Action by NewCo shall (i) be used first to reimburse NewCo, then the Licensors and, if applicable, the Third-Party Licensors, for the costs and expenses reasonably incurred in connection with such Action (including attorneys and expert fees) and (ii) after such reimbursement, NewCo shall retain any remainder.

(b) Subject to the applicable terms and conditions of any Pre-existing License Agreements, NewCo shall have the right to delegate its right in accordance with Section 7.11(a) to institute, prosecute, defend and control any Action to any of its sublicensees which has received an exclusive sublicense pursuant to Section 4 of any or all rights granted to NewCo in Sections 2 and 3, provided that any such delegation shall be subject to such sublicensee agreeing in writing to be bound by all relevant obligations of NewCo under Section 7.11(a). Such sublicensee shall be entitled to use counsel of its choice and shall be required to keep the Parties and the Third-Party Licensors, to the extent contractually required, informed of the progress of the Action. The Parties shall cooperate reasonably with such sublicensee, at such sublicensee's request, in connection with any such Action. Subject to the terms and conditions of the applicable Third Party License Agreement regarding reimbursement of a Third-Party Licensor's costs and expenses or sharing of recovery with a Third-Party Licensor, any amounts recovered in such Action by such sublicensee shall (i) be used first to reimburse such Sublicensee, then NewCo, then the Licensors and, if applicable, the Third-Party Licensors, for the costs and expenses reasonably incurred in connection with such Action (including attorneys and expert fees), (ii) after such reimbursement, any remainder attributable to lost profits or a reasonable royalty on infringing sales shall be allocated to such sublicensee and (iii) after distribution under (i) and (ii) above, the remainder of any recovery shall be retained by NewCo and/or the sublicensee as may be agreed by NewCo and the sublicensee.

(c) Limitation on Prosecution Rights. To the extent any Licensor does not have the right to prosecute, maintain, enforce, defend, control or otherwise exercise the rights intended to be assigned to NewCo under this Section 7 with respect to any third-party Patents licensed to NewCo hereunder now or in the future, NewCo shall not have such rights or obligations with respect thereto. To the extent any Licensor has such right or benefit, but it is not assignable to NewCo or consent to such assignment is necessary but cannot be obtained, NewCo and the Licensor shall cooperate in a mutually agreeable arrangement under which NewCo will obtain the benefits thereunder, including, by way of example but not limitation, Licensor passing on NewCo's comments during patent prosecution to such third-party to the extent that Licensor has the right to comment on patent prosecution and Licensor enforcing such rights for the benefit of NewCo under the Third-Party License Agreement, subject to any confidentiality obligations in the applicable Third-Party License Agreement.

8 OTHER RIGHTS AND OBLIGATIONS.

8.1 Commercialization Efforts. NewCo shall make commercially reasonable efforts to commercialize the Licensed Patents in accordance with the Annual Plan approved by its Board of Directors. Such efforts with respect to Third-Party Patents shall, at a minimum, comport with the level of diligence required by the applicable Third-Party Licensor under its Third-Party License Agreement.

8.2 [intentionally omitted]

8.3 No Obligation to Disclose to Other Licensors. Except as expressly set forth in this Agreement, nothing in this Agreement shall obligate, or be construed to obligate, any Licensor to disclose, explain or otherwise provide to any other Licensor any of such Licensor's Technology.

8.4 [intentionally omitted]

8.5 Grantback Licenses to Licensors. To the extent necessary, NewCo shall grant, and hereby grants, to the applicable Licensor a non-exclusive, royalty-free license under any and all intellectual property rights or contractual rights assigned, conveyed and transferred by such Licensor to NewCo hereunder, of the scope necessary or useful for, but solely for the purpose of, such Licensor discharging its duties, obligations, and liabilities under any Pre-existing License Agreement. Such license shall be irrevocable for as long as both this Agreement and the applicable Pre-existing License Agreement remain in effect.

8.6 Grantback of Internal Research License to Licensors. NewCo hereby grants to each Licensor (solely for internal research and development use by Licensor and by Licensor's development partners and collaborators) a nonexclusive, fully paid-up, royalty-free, non-transferable (except as permitted in Section 15.9) license, under the Licensed Patents and Technology Rights in the Licensor Technology and Third Party Technology licensed by such Licensor to NewCo hereunder, to practice such Licensed

Patents and Technology Rights in the Field solely for internal research and development of products or services outside of the Field.

8.7 Delegation. NewCo shall have the right to delegate any of its obligations and associated rights hereunder, in whole or in part, to the Manager (as defined in the Formation and Shareholders Agreement) for the purpose of performing the management services for NewCo, including without limitation the obligations to prosecute and maintain the Licensed Patents and the right to institute, prosecute and control any Action.

8.8 Prohibition on Human Cloning and Illegal Uses. NewCo acknowledges and agrees that it shall not exercise any rights under the Third-Party Patents licensed from Geron pursuant to the Geron Roslin Agreements or under the Third-Party Patents licensed from ELS pursuant to the Exeter Roslin Agreement for the uterine implantation and development of a reconstructed embryo with identical nuclear genetic information to another living or deceased human being or for the conduct of any experiments or any research which is illegal within the applicable territory as of the date on which such experiments and/or research are conducted.

8.9 Payments by NewCo to Licensors. NewCo shall pay to the applicable Licensor the royalties, minimum annual royalty payments, and maintenance fees and comply with the other payment obligations in each case as set forth in the Disclosure Schedule, accruing after the Effective Date under the applicable Third Party License Agreement. Where a Third-Party Licensor has agreed to accept direct payment by NewCo, NewCo may pay directly to such Third-Party Licensor on behalf of the applicable Licensor. Such payments shall be made in a timely manner as specified in the applicable Third-Party License Agreement. Along with payment, NewCo will provide a statement showing the calculation used to determine the amount owed and such additional information required in the Disclosure Schedule, if any. Licensors shall not amend, or permit to be amended, the Third-Party License Agreements in a manner that adversely affects the rights or benefits extended to or obligations imposed upon NewCo hereunder without the prior written consent of NewCo.

9 TERM AND TERMINATION.

9.1 Term. This Agreement shall be effective as of the Effective Date and shall continue in effect until terminated pursuant to Section 9.2.

9.2 Termination.

(a) The Parties may terminate this Agreement upon the mutual written agreement of all Parties.

(b) This Agreement shall automatically terminate on the effective date of the dissolution and/or liquidation of NewCo pursuant to Section 6.6 (deadlock) or 8.3(b) (shareholder bankruptcy) of the Formation and Shareholders Agreement.

(c) NewCo may terminate this Agreement without cause by providing ninety (90) days' prior written notice thereof to the Licensors, but such notice may only

be provided after such time as all of the outstanding Securities (as such term is defined in the Formation and Shareholders Agreement) of either Licensor have been acquired by the other Licensor (and/or its Affiliates or permitted third parties).

(d) For the avoidance of doubt, without limiting Sections 8.2(b) and 8.3(a) of the Formation and Shareholders Agreement (which set forth certain rights triggered by breach of this Agreement), breach or default of any provision of this Agreement by any Party hereto shall not be grounds for termination of this Agreement or suspension of any right or the performance of any obligation or duty created by this Agreement by any Party.

9.3 Continuing Liability; Survival. Termination of this Agreement for any reason shall not release any Party from any liability or obligation which has already accrued as of the effective date of such termination, and shall not constitute a waiver or release of, or otherwise be deemed to prejudice or adversely affect, any rights, remedies or claims, whether for damages or otherwise, which a Party may have hereunder, at law, equity or otherwise or which may arise out of or in connection with such termination. The rights and obligations of the Parties under the following Sections shall survive any termination or expiration of this Agreement: 1 (Definitions), 9.3 (Continuing Liability; Survival), 9.4 (Return of Confidential Information), 9.7 (Survival of NewCo Sublicenses), 9.8 (Prosecution Transition), 11 (Disclaimer), 12 (Limitation of Liability), 13 (Indemnification), 14 (Confidentiality) and 15 (Miscellaneous).

9.4 Return of Confidential Information. Upon the termination of this Agreement, each Recipient, at its own cost, shall promptly return to the Discloser any and all documents and materials constituting or containing Confidential Information of the Discloser which are in its possession or control, or at the Discloser's option, shall destroy such documents and materials and certify such destruction in writing to the Discloser, provided that NewCo may retain a copy of and use such items as reasonably necessary to perform its obligations under Sections 9.7 and 9.8 and to comply with tax and accounting laws and obligations, and each Recipient may retain a copy of such items and use it solely to serve as a record of its compliance with this Agreement.

9.5 Right to Cure. Without limiting any of their obligations under Section 10.4, if any Licensor (i) receives a notice of any alleged or suspected breach by such Licensor of any Third-Party License Agreement, or (ii) concludes without such a notice that such a breach has occurred, such Licensor shall promptly notify NewCo in writing and shall use its best efforts to cure any such breach. Notwithstanding the foregoing, NewCo shall be entitled, but not obligated, to cure any alleged breach by such Licensor of such Third-Party License Agreement and set-off the cost of such cure against amounts otherwise owed or payable to such Licensor by NewCo.

9.6 Partial Termination Right. Upon termination of either of the CT Agreement (unless ELS obtains a direct license from UMass of the UMass Third-Party Patents and Third-Party Technology) or the Exeter Roslin Agreement or either of the Geron Roslin Agreements or (to the extent NewCo then has an effective sublicense thereunder) any other Third-Party License Agreement, NewCo shall have the right to

terminate this Agreement only with respect to the Third-Party Patents and Third-Party Technology affected by termination of such Third-Party License Agreement (or with respect to intellectual property jointly owned by a Licensor and a Third-Party Licensor, such Third-Party Licensor's interest in such intellectual property), effective immediately on notice to the applicable Licensor, without prejudice to any rights that may survive such termination pursuant to this Agreement or any agreement with a Third-Party Licensor.

9.7 Survival of NewCo Sublicenses. In the event that NewCo has granted any sublicenses hereunder ("**NewCo Sublicenses**") and this Agreement subsequently terminates in accordance with the provisions of Section 9, the Licensors acknowledge and agree that the sublicensees ("**NewCo Sublicensees**") of such NewCo Sublicenses shall retain their licensed rights as follows. The Licensors agree that, effective as of the date of such termination, the licenses granted under any NewCo Sublicenses shall survive to the extent such licenses relate to a Licensor's rights to Third-Party Patents, Third-Party Technology, Licensor Patents, and/or Licensor Technology, provided that the applicable NewCo Sublicensee (i) continues to make all payments thereafter that would have been owed by such NewCo Sublicensee to NewCo for the license to such Licensor's rights in accordance with the applicable NewCo Sublicense and (ii) continues to comply with its other obligations under its NewCo Sublicense with respect to such Licensor's rights. Absent any agreement by the Licensors to the contrary at such time, all amounts payable thereafter by the NewCo Sublicensees under the NewCo Sublicenses shall be applied first to pay any amounts owed to any third-party licensors of NewCo (other than the Licensors) for rights licensed under and as a result of such NewCo Sublicense and any remaining amounts shall be shared pro rata thereafter by the Licensors based on their respective percentage ownership of NewCo Securities immediately prior to the effective termination date of this Agreement. Subject to any applicable payment arrangements prescribed by the Third-Party License Agreements, the NewCo Sublicensees shall be instructed to pay all amounts to the Licensor holding the larger percentage ownership interest in NewCo and such Licensor shall be responsible for remitting from such amounts any amounts payable to the third-party licensors and to the other Licensor, accompanied by an explanatory statement. For the avoidance of doubt, the sublicensees shall not be liable for any payments that may be owed by NewCo or for performing any other obligations of NewCo to the Licensors under this Agreement.

9.8 Prosecution Transition. Subject to the last sentence of this Section 9.8, upon any termination of this Agreement, NewCo shall, at its sole expense, for a period of ninety (90) days after termination ("**Termination Transition Period**"), (a) continue to prosecute and maintain the Licensed Patents in the ordinary course, consulting closely with and complying with the instructions of the applicable Licensor with respect to any filings or communications with patent authorities during such period, (b) permit the applicable Licensor ample opportunity to comment on any filings and communications with patent authorities during such period prior to submission; and (c) not abandon the prosecution of such patents and patent applications or any claims unless at NewCo's written direction. NewCo shall provide to each Licensor, within thirty (30) days after termination, all patent and patent application files (including paper copies and, to the extent available, electronic copies) transferred from its outside counsel (or from NewCo

if handled internally), unless instructed by such Licensor otherwise. Notwithstanding the foregoing, on partial termination of this Agreement by NewCo pursuant to Section 9.6, NewCo shall have the right to retain its prosecution, maintenance and other rights under Section 7 to the extent the applicable Third-Party Licensor agrees thereto.

10 WARRANTIES.

10.1 Representations and Warranties by Each Licensor. Each Licensor represents, warrants and covenants that:

(a) The execution, delivery and performance of this Agreement by such Licensor (i) are within its corporate powers, (ii) have been duly authorized by all necessary corporate action on such Licensor's part, and (iii) have been approved by the such Licensor's Board of Directors;

(b) The execution, delivery and performance of this Agreement by such Licensor, including the grant of rights and licenses herein, do not and will not contravene, conflict, constitute or result in a default under or breach of, and are not and will not be inconsistent with, any law or regulation, any judgment, decree or order, or any term, condition or provision of any contract, agreement (including without limitation the Third-Party License Agreements and Pre-existing License Agreements) or other undertaking applicable to such Licensor or the Licensed Patents or licensed Licensor Technology or Third-Party Technology and the intellectual property rights thereto;

(c) Such Licensor has obtained all necessary consents to grant to NewCo the rights and licenses granted herein, including consents from Third-Party Licensors;

(d) Such Licensor (i) has licensed its Third-Party Patents with a sublicensable interest that permits further sublicensing by NewCo without the consent of any Person, (ii) is the owner of the entire right, title and interest in and to its Licensor Patent Rights; (iii) has the sole right and authority to enter into this Agreement and grant the rights and licenses hereunder, without the need for any licenses, releases, consents, approvals or immunities not yet granted or obtained, and (iv) has the full legal right and power to grant to NewCo the licenses of the scope and on the terms granted herein;

(e) Such Licensor has provided to NewCo and the other Licensor, as set forth in the Disclosure Schedule, a true and complete copy of each of its Third-Party License Agreements (including without limitation any amendments, schedules, exhibits, or addenda thereto) in effect as of the Effective Date;

(f) Such Licensor has provided to NewCo and the other Licensor, a true and complete copy of each of its Pre-existing License Agreements (including without limitation any amendments, schedules, exhibits, or addenda thereto) in effect as of the Effective Date, and, except for such Pre-existing License Agreements it has not granted to any Person (including Affiliates) any licenses, options, immunities or rights of any nature in the Field under any Third-Party Patent or Third-Party Technology and, to the best of the knowledge of its officers, except for retention of certain nonexclusive noncommercial

rights by UMass and Roslin and, except as disclosed in the Disclosure Schedule, no other Person has been granted any licenses, options, immunities or rights of any nature in the Field under any Third-Party Patent or Third-Party Technology;

(g) Such Licensor will continue to take all appropriate actions pursuant to applicable law to perfect, protect its interest in, and enforce its Licensor Patents and, to the extent permitted by the Third-Party License Agreements, the Third-Party Patents, until such time as prosecution and enforcement rights (and associated records and files) have been fully transitioned to NewCo pursuant to Section 7.1 and 7.5;

(h) Except as disclosed in the Disclosure Schedule, such Licensor has received no written communication claiming (or threatening to claim), and to the knowledge of such Licensor there is no pending claim, that the practice of the inventions described in its Licensor Patents or its Third-Party Patents or use of its Licensor Technology or Third-Party Technology infringes any patents or patent applications or other rights of any third party;

(i) Except as disclosed in the Disclosure Schedule, as of the Effective Date, the practice in the Field of the inventions described in the Licensed Patents, including reproductive cloning (i.e., the production of a cloned animal), does not necessarily infringe, violate or misappropriate, and is not impracticable without infringing, violating or misappropriating, and will not require any payment to such Licensor or any of its Affiliates, with respect to any other technology, intellectual property rights, or patents owned or controlled by or licensed to such Licensor or any of its Affiliates, or claims of patent applications that such Licensor or its Affiliates have made or contemplate making (collectively, "**Other Rights**"). To the extent, if any, there is a breach of the representations and warranties set forth in this Section 10.1(i), and, as a result of such breach, NewCo or any of its sublicensees, in practicing an invention described in the Licensed Patents, necessarily infringes, or such practice is not impracticable without infringing, any Other Rights, then, as NewCo's sole remedy for such breach (x) NewCo and its sublicensees (and the users and purchasers of products and services infringing such Other Rights made or sold by NewCo and its sublicensees) shall be immunized and indemnified by such Licensor from liability, suit or other claims (by such Licensor, the Third-Party Licensor, and any of their licensees, successors and assignees) under such Other Rights and (y) such Licensor shall grant, and hereby grants, to NewCo, or shall acquire for NewCo, at Licensor's sole expense, a nonexclusive, worldwide, sublicensable license to such Other Rights of a scope sufficient to make practice of the invention within the scope of the licenses granted herein possible and practicable without infringement by NewCo and its sublicensees;

(j) Except as disclosed in the Disclosure Schedule, such Licensor's Third-Party License Agreements are valid, binding and enforceable, and to the best of such Licensor's knowledge, neither such Licensor nor the Third-Party Licensor is in default in complying with any provision thereof, and no condition or event or facts exist which, with notice or lapse of time or both, would constitute a default thereunder;

(k) Such Licensor's Pre-existing License Agreements are valid, binding and enforceable, and to the best of such Licensor's knowledge, neither such Licensor nor the third-party sublicensee is in default in complying with any provision thereof that has not been waived by such sublicensee in accordance with the applicable agreement, and no condition or event or facts exist which, with notice or lapse of time or both, would constitute a default thereunder;

(l) Except as disclosed in the Disclosure Schedule, the Licensed Patents identified by a Licensor (i) in Exhibit A and Exhibit B have the status indicated therein and all applications are still pending and in good standing and have not been abandoned and (ii) in Exhibit A and Exhibit B constitute all patents and patent applications owned, licensed or controlled by such Licensor or its Subsidiaries having primary applicability in the Field or having primary applicability to nuclear transfer or chromatin transfer and existing as of the Effective Date.

(m) Except as set forth in the Disclosure Schedule, the Third-Party License Agreements set forth in Exhibit C constitute all agreements currently in effect between such Licensor, its Subsidiaries, and any third party granting to such Licensor or its Subsidiaries, rights in the Field in, to and under the Patents and/or Technology licensed or assigned to NewCo by such Licensor, and the Pre-existing License Agreements set forth in Exhibit D constitute all agreements currently in effect between such Licensor, its Subsidiaries and any third party granting to such third party rights in the Field in, to and under the Patents and/or Technology licensed or assigned to NewCo by such Licensor;

(n) Except as disclosed in the Disclosure Schedule, neither such Licensor nor any of its Subsidiaries has granted and is not aware of other outstanding and unexercised options or exclusive licenses whereby a third party may acquire or has acquired rights under the Patents and/or Technology licensed or assigned to NewCo hereunder; and

(o) Such Licensor has provided to NewCo and the other Licensor, as set forth in Exhibit E, a true and accurate list of all declaratory judgment actions, opposition proceedings, re-examination proceedings, litigation or other adversarial proceedings relating to its Licensed Patents that, to its actual knowledge without inquiry, have been instituted, requested or are on-going as of the Effective Date.

10.2 Representations and Warranties by ELS. ELS represents and warrants that:

(a) Neither ELS nor any of its Affiliates is a party to any agreement with ACT, UMass, or Roslin governing the license of, or option to license, or other rights under any intellectual property rights other than those agreements listed in Exhibit C.

10.3 Representations and Warranties by Geron. Geron represents and warrants that:

(a) Neither Geron nor any of its Affiliates is a party to any agreement with ACT, UMass, or Roslin governing the license of, or option to license, any intellectual property rights other than those agreements listed in Exhibit C; and

(b) Options granted by Geron pursuant to the terms the following Pre-existing License Agreements have expired without having been exercised: the Option Agreement between Geron and AviGenics, Inc., dated December 12, 2000; the Option Agreement between Geron and Origen Therapeutics, Inc., dated December 19, 2000; and the Option Agreement between Geron and Viragen, Inc., dated May 15, 2001.

10.4 Licensor Covenants. Each Licensor hereby covenants that such Licensor will:

(a) comply with all terms of its Third-Party License Agreement(s) and the Pre-existing License Agreement(s), unless waived by the other party in accordance with the applicable agreement, and will be responsible for making all payments due under the Third-Party License Agreement(s) and/or the Pre-existing License Agreements (except if and to the extent such terms or payment obligation is assumed by NewCo pursuant to Section 6.3);

(b) notify NewCo promptly if such Licensor receives any notice or written communication threatening or stating that the Third-Party Licensor, UMass, or any third party sublicensee intends to terminate the Third-Party License Agreement(s), the UMass Agreement, or Pre-existing License Agreement, or modify, assign or amend such agreement(s) in any way that adversely affects this Agreement or NewCo's rights hereunder;

(c) not terminate, amend or assign, nor by act or omission permit the termination, amendment or assignment of, the Third-Party License Agreement(s) or the Pre-existing License Agreement without the prior written consent of NewCo in the event such termination, amendment or assignment would affect any of NewCo's rights and obligations hereunder; and

(d) promptly provide NewCo with copies of all communications regarding any alleged or actual breach of the Third-Party License Agreements or the Pre-existing License Agreements.

10.5 Representations and Warranties by NewCo. NewCo hereby represents and warrants that:

(d) the execution, delivery and performance of this Agreement by NewCo (i) are within its corporate powers, (ii) have been duly authorized by all necessary corporate action on NewCo's part, and (iii) have been approved by NewCo's Board of Directors; and

(e) to the knowledge of NewCo and to the extent consistent with applicable law, the terms and conditions of this Agreement constitute legally binding

obligations of NewCo.

10.6 NewCo Covenants. NewCo hereby covenants that NewCo will:

(a) Notify the applicable Licensor if NewCo receives any notice or written communication threatening or stating that a Third-Party Licensor, UMass, or any third party sublicensee intends to terminate the Third-Party License Agreement(s), the UMass Agreement, or Pre-existing License Agreement, or modify, assign or amend such agreement(s) in any way that adversely affects this Agreement or the Licensor's rights hereunder;

(b) Promptly provide the applicable Licensor with copies of all communications regarding any alleged or actual breach of the Third-Party License Agreements or the Pre-existing License Agreements; and

(c) Not knowingly take any action or knowingly omit to take any action NewCo is obligated to take under this Agreement that NewCo knows is reasonably likely to result in a breach by a Licensor of any of its Third-Party License Agreements that would give the applicable Third-Party Licensor cause for termination of such Third-Party License Agreement in accordance with its terms, without the written permission of the applicable Licensor.

10.7 Patent Validity. Notwithstanding anything to the contrary herein, nothing in this Agreement shall be deemed or construed as a representation or warranty by any Party that any patent or inventor's certificate within the Licensed Patents of such Licensor is valid or enforceable or that valid and enforceable patents will result from prosecution of any associated patent applications.

11 DISCLAIMER.

EXCEPT AS PROVIDED IN SECTION 10, NO PARTY MAKES ANY REPRESENTATIONS OR WARRANTIES UNDER OR RELATING TO THIS AGREEMENT OR THE SUBJECT MATTER HEREOF (INCLUDING, WITHOUT LIMITATION, ITS TECHNOLOGY OR THE VALIDITY OF ANY PATENT). THE PARTIES HEREBY DISCLAIM ANY AND ALL OTHER REPRESENTATIONS AND WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED OR STATUTORY, WITH RESPECT TO THIS AGREEMENT OR THE SUBJECT MATTER HEREOF, INCLUDING (WITHOUT LIMITATION) ANY WARRANTY OF ACCURACY, TITLE, NON-INFRINGEMENT, FITNESS FOR A PARTICULAR PURPOSE, AND MERCHANTABILITY AND ANY AND ALL WARRANTIES THAT MAY ARISE FROM COURSE OF DEALING, COURSE OF PERFORMANCE OR USAGE OF TRADE.

12 LIMITATION OF LIABILITY.

IN NO EVENT SHALL ANY PARTY BE LIABLE FOR ANY INDIRECT, SPECIAL, PUNITIVE, INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY

KIND OF ANY OTHER PARTY, INCLUDING, WITHOUT LIMITATION, ANY LOSS OF PROFITS, LOSS OF BUSINESS, LOSS OF USE, LOSS OR INACCESSIBILITY OF DATA, OR INTERRUPTION OF BUSINESS, ARISING UNDER OR RELATING TO THIS AGREEMENT OR THE SUBJECT MATTER HEREOF, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

13 INDEMNIFICATION.

13.1 Indemnification Obligations. Each Party shall indemnify, defend and hold harmless each of the other Parties, their Affiliates, successors and assigns and their respective directors, officers, employees and agents from and against any and all liabilities, damages, losses, settlements, penalties, fines, costs and expenses, including, without limitation, reasonable attorneys' fees (any of the foregoing to be referred to herein as "Damages") of whatever kind or nature (but not including taxes), to the extent arising from any third party claim, action, suit or proceeding based on any breach of such Party's representations, warranties or covenants as set forth in this Agreement, except to the extent attributable to a material breach by any other Party of any term of this Agreement.

13.2 NewCo Indemnification Obligations. NewCo shall indemnify, defend and hold harmless each of the Licensors, their Affiliates, successors and assigns and their respective directors, officers, employees and agents from and against any and all Damages of whatever kind or nature (but not including taxes), to the extent arising from any third party claim, action, suit or proceeding based on the exercise by (i) NewCo or (ii) a NewCo sublicensee of any or all of the rights granted to NewCo in Sections 2 and 3 pursuant to a sublicense granted by NewCo under Section 4 of those rights, except to the extent attributable to a material breach by any Licensor(s) of any term of this Agreement.

13.3 Procedure. For purposes of Section 13.1 and Section 13.2, the indemnified Party shall give prompt written notice to the indemnifying Party of any suits, claims, actions, proceedings or demands by third parties that may give rise to any claim for which indemnification may be required under this Section 13; provided, however, that failure to give such notice shall not relieve the indemnifying Party of its obligation to provide indemnification hereunder except, if and to the extent that such failure materially and adversely affects the ability of the indemnifying Party to defend or mitigate the applicable suit, claim, action, proceeding or demand. The indemnifying Party shall be entitled to assume the defense and control of any such suit, claim, action proceeding or demand at its own cost and expense; provided, however, that the other Party shall have the right to be represented by its own counsel at its own cost in such matters. Neither the indemnifying Party nor the indemnified Party shall settle or dispose of any such matter in any manner that would adversely affect the rights or interests of the other Party (including the obligation to indemnify hereunder) without the prior written consent of the other Party, which shall not be unreasonably withheld or delayed. Each Party shall cooperate with the other Party and its counsel in the course of the defense of any such suit, claim, action, proceeding or demand, such cooperation to

include, without limitation, using reasonable efforts to provide or make available documents, information and witnesses.

14 CONFIDENTIALITY.

14.1 Confidential Information. The Parties recognize that, in connection with the performance of this Agreement, each Discloser may disclose "**Confidential Information**" (as defined below) to the other Recipients. For purposes of this Agreement "Confidential Information" means (i) proprietary information (whether owned by the Discloser or a third party to whom the Discloser owes a nondisclosure obligation) that is marked as confidential at the time of disclosure to the Recipient, or if in oral or in other intangible form or in any form that is not so marked, that is identified as confidential at the time of such disclosure and summarized in writing and transmitted to the Recipient within thirty (30) days of such disclosure; and (ii) all unpublished invention disclosures or patent applications and patent application file histories disclosed by a Licensor in any form to NewCo. "Confidential Information" shall not include information which: (A) was known to the Recipient at the time of the disclosure by the Discloser as indicated by the Recipient's contemporaneous written records; (B) has become publicly known through no wrongful act of the Recipient; (C) has rightfully been received by the Recipient from a third party without a duty of confidentiality; or (D) was independently developed by the Recipient without reference to the Discloser's Confidential Information. The Recipient agrees (x) not to use any such Confidential Information for any purpose other than in the performance of its obligations or exercise of its rights under this Agreement or any Transaction Document and (y) not to disclose any such Confidential Information, except (1) to its employees, contractors, or other bona fide commercial partners who are reasonably required to have the Confidential Information in connection herewith or with any of the other Transaction Documents; (2) to its agents, representatives, lawyers, accounting firms, and other advisers that have a need to know such Confidential Information; (3) to Persons in connection with a financing, strategic partnership, merger, acquisition, investment or proposed financing, strategic partnership, merger, acquisition or investment, where such Persons are subject to an obligation of confidentiality at least comparable to that set forth in this Section 14.1, (4) to sublicensees, in accordance with Section 4; (5) to third parties with whom Recipient is in good faith discussions relating to entering into a sublicense relationship; (6) to patent authorities and foreign patent associates and agents in NewCo's exercise of its rights and performance of its obligations pursuant to Section 7; (7) pursuant to, and to the extent of, a request or order by a Governmental Authority, provided, however, that prior to any such requested or ordered disclosure, Recipient shall give the Discloser reasonable advance notice of any such disclosure and shall cooperate with Discloser in protecting against any such disclosure and/or obtaining a protective order narrowing the scope of such disclosure and/or use of the Confidential Information of Discloser; and/or (8) to the extent authorized by the Discloser in advance in writing. The Recipient shall take the same degree of care that it uses to protect its own confidential and proprietary information and materials of similar nature and importance (but in no event less than reasonable care) to protect the confidentiality and avoid the unauthorized use or disclosure of the Confidential Information of the Discloser.

14.2 Terms of Agreement. Each Party agrees that the terms and conditions of this Agreement and the Transaction Documents shall be treated as confidential information and that no reference thereto shall be made without the prior written consent of the other Parties (which consent shall not be unreasonably withheld) except (a) as required by applicable law including, without limitation, by the Securities and Exchange Commission ("**SEC**"), (b) to its accountants, banks, financing sources, lawyers and other professional advisors, provided that such parties undertake in writing (or are otherwise bound by rules of professional conduct) to keep such information strictly confidential, (c) in connection with the enforcement of this Agreement, and (d) in connection with a financing, strategic partnership, merger, acquisition or proposed financing, strategic partnership, merger or acquisition. The Parties will consult with each other, in advance, with regard to the terms of all proposed press releases, public announcements and other public statements with respect to the transactions contemplated hereby. For the avoidance of doubt, the Parties acknowledge and agree that Geron may disclose this Agreement to the SEC, provided Geron seeks confidential treatment of confidential information contained herein identified by any Party.

14.3 Remedies. Each Party acknowledges and agrees that (i) its obligations under this Section 14 are necessary and reasonable to protect the other Parties and each of the other Parties' businesses, (ii) any violation of these provisions could cause irreparable injury to the other Parties for which money damages would be inadequate, and (iii) as a result, the other Parties shall be entitled to injunctive relief against a breach or a threatened breach of the provisions of this Section 14 without the necessity of proving actual damages. The Parties agree that the remedy set forth in this Section 14 is in addition to and in no way preclude any other remedies or actions that may be available under this Agreement or under applicable law.

15 MISCELLANEOUS.

15.1 Governing Law; Consent to Jurisdiction.

(a) **Governing Law**. The validity, construction and enforceability of this Agreement shall be governed by and construed and interpreted in accordance with the laws of the State of California, irrespective of the conflict of laws principles of the State of California, as to all matters; provided, however, all questions with respect to validity or enforceability of any patents or patent applications shall be determined in accordance with the laws of the respective country in the territory in which such patents or patent applications shall have been granted or filed, as applicable.

(b) **Consent to Jurisdiction**. Each of the Parties irrevocably submits to the jurisdiction of (i) the Superior Court of the State of Arizona, Maricopa County, (ii) the United States District Court in Phoenix, Arizona, for the District of Arizona, (iii) the Superior Court of the State of California, San Francisco County, and (iv) the United States District Court in San Francisco, California, for the Northern District of California, for the purposes of any suit, action or other proceeding not foreclosed by arbitration pursuant to Section 15.15. Each of the Parties further agrees that service of any process, summons, notice or document by United States registered mail to such

Party's respective address set forth below shall be effective service of process for any action, suit or proceeding in Arizona or California with respect to any matters to which it has submitted to jurisdiction in this Section 15.1(b). Each of the Parties irrevocably and unconditionally waives any objection to the laying of venue of any action, suit or other proceeding not foreclosed by binding arbitration pursuant to Section 15.15 in (i) the Superior Court of the State of Arizona, Maricopa County, (ii) the United States District Court in Phoenix, Arizona, for the District of Arizona, (iii) the Superior Court of the State of California, San Francisco County, and (iv) the United States District Court in San Francisco, California, for the Northern District of California, and hereby further irrevocably and unconditionally waives and agrees not to plead or claim in any such court that any such action, suit or other proceeding brought in any such court has been brought in an inconvenient forum.

15.2 Notices and Other Communications. Any and all notices, requests, demands and other communications required or otherwise contemplated to be made under this Agreement shall be in writing and in English and shall be provided by one or more of the following means and shall be deemed to have been duly given (a) if delivered personally, when received, (b) if transmitted by facsimile, on the first (1st) Business Day following receipt of a transmittal confirmation, or (c) if by overnight courier service, on the second (2nd) Business Day following the date of deposit with such courier service, or such earlier delivery date as may be confirmed in writing to the sender by such courier service. All such notices, requests, demands and other communications shall be addressed as follows:

If to ELS:

4455 East Camelback Road
Suite B100
Phoenix, AZ 85018
Attention: Jonathan Thatcher

with copies (which copy shall not constitute notice) to:

12357A Riata Trace Pkwy, Suite 100
Austin, Texas 78727
Attention: Scott Davis

and

Morrison & Foerster LLP
425 Market Street
San Francisco, CA 94105
Attention: John Campbell, Esq.
Telephone: 415-268-7000
Facsimile: 415-268-7522

If to NewCo:

stART Licensing, Inc.
4455 East Camelback Road
Suite B100
Phoenix, AZ 85018
Attention: Manager

with a copy (which copy shall not constitute notice) to:

12357A Riata Trace Pkwy, Suite 100
Austin, Texas 78727
Attention: Scott Davis

and to Geron at the address below.

If to Geron:

230 Constitution Drive
Menlo Park, CA 94025
Attention: Chief Executive Officer

with a copy (which copy shall not constitute notice) to:

230 Constitution Drive
Menlo Park, CA 94025
Attention: Senior Vice President, Business Development

or to such other address or facsimile number as a Party may have specified to the other Parties in writing delivered in accordance with this Section 15.2.

15.3 Severability. If any provision in this Agreement shall be found or be held to be invalid or unenforceable then the meaning of said provision shall be construed, to the extent feasible, so as to render the provision enforceable, and if no feasible interpretation would save such provision, it shall be severed from the remainder of this Agreement which shall remain in full force and effect unless the severed provision is essential and materially changes the economic benefit of this Agreement to any Party. In such event, the Parties shall use best efforts to negotiate, in good faith, a substitute, valid and enforceable provision or agreement which most nearly effects the Parties' intent in entering into this Agreement. Notwithstanding the foregoing, if any provision of this Agreement is held to be invalid or unenforceable, the remaining provisions of this Agreement shall remain in full force and effect.

15.4 References; Subject Headings. The article, section and paragraph headings contained herein are for the purposes of convenience only and are not intended

to define or limit the contents of the articles, sections or paragraphs to which such headings apply

15.5 Further Assurances. NewCo and the Licensors shall each perform such acts, execute and deliver such instruments and documents, and do all such other things as may be reasonably necessary to accomplish the transactions contemplated in this Agreement.

15.6 Expenses. Each of the Parties will bear its own costs and expenses, including, without limitation, fees and expenses of legal counsel used or hired in connection with the negotiation and preparation of this Agreement.

15.7 No Waiver. No waiver of any term or condition of this Agreement shall be valid or binding on a Party unless the same shall have been set forth in a written document, specifically referring to this Agreement and duly signed by the waiving Party. The failure of a Party to enforce at any time any of the provisions of this Agreement, or the failure to require at any time performance by one or both of the other Parties of any of the provisions of this Agreement, shall in no way be construed to be a present or future waiver of such provisions, nor in any way affect the ability of a Party to enforce each and every such provision thereafter.

15.8 Entire Agreement; Amendments. The terms and conditions contained in this Agreement (including the Exhibits hereto) and the Transaction Documents, together with any other written agreements executed contemporaneously herewith, constitute the entire agreement between the Parties and supersede all previous and contemporaneous agreements and understandings, whether oral or written, between the Parties with respect to the subject matter hereof. No agreement or understanding amending this Agreement shall be binding upon any Party unless set forth in a written document which expressly refers to this Agreement and which is signed and delivered by duly authorized representatives of each Party.

15.9 Assignment. The Parties agree that this Agreement and any of the Parties' rights and obligations hereunder may not be transferred or assigned, by contract, operation of law or otherwise, (hereafter "**assign**") to a third party without the prior written consent of the other Parties hereto, which consent shall not unreasonably be withheld. Notwithstanding the foregoing, a Party may assign this Agreement and all of its rights and obligations hereunder without consent of the other Parties to (i) its Affiliates, and (ii) to the surviving or acquiring entity in connection with a Change of Control; provided that any such assignee agrees in writing to be bound by the terms and conditions of, and assumes in writing all obligations and liabilities under, this Agreement and in the event that a Licensor assigns this Agreement, the Licensor may only assign together with an assignment of all rights licensed to NewCo hereunder. Any assignment not in conformance with this Section 15.9 shall be null, void and of no legal effect. This Agreement shall inure to the benefit of, and shall be binding upon, the Parties and their respective permitted successors and assigns.

15.10 Independent Contractors. The relationship of the Parties established by this Agreement is that of independent contractors. Nothing in this Agreement shall be construed to create any agency or other relationship between or among any of the Parties.

15.11 No Beneficiaries. Nothing herein express or implied, is intended to or shall be construed to confer upon or give to any person, firm, corporation or legal entity, other than the Parties and their Affiliates who hold Securities, any interests, rights, remedies or other benefits with respect to or in connection with any agreement or provision contained herein or contemplated hereby.

15.12 Effectiveness. This Agreement, if signed by a duly authorized representative of each Party, shall be effective as of the Effective Date.

15.13 Counterparts. This Agreement may be executed in any number of counterparts, and each counterpart shall constitute an original instrument, but all such separate counterparts shall constitute only one and the same instrument.

15.14 Public Announcements. Any public announcement concerning this Agreement or the subject matter hereof shall be subject to the prior written consent of ALL Parties. Such consent shall not be unreasonably withheld or delayed by ANY Party. Prior to any such public announcement, the Party wishing to make the announcement will submit a draft of the proposed announcement to the other Parties in sufficient time to enable the other Parties to consider and comment thereon.

15.15 Dispute Resolution. Any dispute, controversy, or claim arising out of or related to this Agreement or to the breach, termination, or invalidity thereof (each a "**Dispute**") shall be solely and exclusively settled by confidential, binding arbitration in accordance with the then-current commercial arbitration rules of the American Arbitration Association, subject to the terms and conditions of this Section 15.15. The Parties agree that prior to initiating any arbitration proceedings against the other(s) with respect to any Dispute, they will follow the procedures set forth in this Section 15.15 in an attempt to resolve such Dispute.

(a) Executive Negotiations. In the event of a Dispute, any Party may provide written notice to the other Parties describing such Dispute and a proposed resolution in reasonable detail "**Resolution Notice**"). The president or CEO of each Party involved in the Dispute, or their respective designees who shall have the authority to resolve such Dispute, shall attempt to resolve such Dispute through good faith negotiations. If any Dispute cannot be settled by agreement of the involved Parties pursuant to the preceding sentence within sixty (60) days after receipt of the Resolution Notice ("**Negotiation Period**"), then any Party may, by written notice to the other(s) requesting resolution by arbitration ("**Arbitration Demand**"), invoke the dispute resolution provisions of Section 15.15(b).

(b) Arbitration. Any Dispute subject to arbitration under this Agreement shall be adjudicated by three (3) neutral and impartial arbitrators. In the event that only two Parties are parties to the dispute, each Party shall appoint one arbitrator

within thirty (30) days after the other Party's receipt of the Arbitration Demand, and the two arbitrators so appointed will then, within ninety (90) days of the receipt of the Arbitration Demand, jointly appoint the third arbitrator, who shall serve as chairperson of the arbitration tribunal; provided that if the two arbitrators cannot agree within such period on a third arbitrator, the American Arbitration Association shall appoint the third arbitrator. In the event that three Parties are parties to the dispute, each Party shall appoint one arbitrator within thirty (30) days after the last date of receipt of the Arbitration Demand by a Party (other than the Party submitting such demand) and the American Arbitration Association shall appoint one of them to serve as chairperson of the arbitration tribunal. The decision of the arbitration tribunal shall be final and binding upon the parties to the dispute, and may be entered in any competent court for judicial acceptance of such an award and order of enforcement. All costs of the arbitration and arbitrators shall be shared equally by the parties to the dispute, but each Party shall be responsible for the costs of its own legal and other representatives and witnesses. The arbitrators shall not have the right or authority to award punitive damages to any Party. Arbitration will take place in Phoenix, Arizona. The Parties agree that the arbitration proceedings and its contents shall be kept confidential, except as may otherwise be required by applicable law.

(c) Injunctive Relief. Notwithstanding anything to the contrary in this Section 15.15, each Party may, and expressly reserves the right to, seek judicial relief from any court of competent jurisdiction in order to obtain an injunction or other equitable relief or to enforce the provisions of Section 14 or to otherwise obtain temporary relief pending the outcome of the arbitration for breaches or threatened breaches of this Agreement by any Party which have the potential to cause irreparable injury to the other Party(ies). Examples of such breaches include, without limitation, breaches of confidentiality obligations, use of technology outside the scope of the licenses granted herein, actions or omissions with respect to Licensor's obligations relating to Third-Party License Agreements and Pre-existing License Agreements and breach of Licensor obligations with respect to Adversarial Actions or other challenges to the Licensed Patents.

15.16 Ambiguities. Ambiguities, if any, in this Agreement shall not be construed against any Party, regardless of which Party may be deemed to have authored the ambiguous provision.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Parties have executed this Agreement by their respective duly authorized representatives.

For **NewCo**

Signature: /s/ Scott Davis
Name: Scott Davis
Title:
Date:

For **ELS**

Signature: /s/ Jonathan Thatcher
Name: Jonathan Thatcher
Title:
Date:

For **Geron**

Signature: /s/ David J. Earp
Name: David Earp
Title:
Date:

Geron Bio-Med Limited, a wholly owned Subsidiary of Geron, ("**Bio-Med**") hereby acknowledges and consents to Geron's entering into this Agreement in accordance with its terms, and waives any and all rights it may have under its agreements with Geron that may conflict with or otherwise be violated by the terms and conditions of this Agreement absence such consent by Bio-Med.

For **Geron Bio-Med Limited**

Signature: /s/ David L. Greenwood
Name: David Greenwood
Title:
Date:

[Signature Page to Contribution and License Agreement]

EXHIBIT A

Licensor Patents

ELS Patents

None.

Geron Patents[1]

Title	Series Geron Reference	Issued in / Patent No.	Pending in / Serial No.	
Improved Method for Cloning Pigs / Improved Cloning Method Using Oocytes Matured in Vivo	720	U.S. 6,548,741	U.S. 10/414,458	720/002C 720/003C
Animal Tissue for Xenotransplantation	730		* *	730/002
Animal Tissue with Carbohydrate Antigens Compatible for Human Transplantation [and a Carbohydrate Determinant Selection System for Homologous Recombination]	731		* *	731/002
			* *	731/201AU
			* *	731/202EP
Vectors for Telomerizing Nuclear Donor Cells and Improving the Efficiency of Nuclear Transfer / Use of Telomerase Reverse Transcriptase to Create Knockout Animals	732		* *	732/002
			* *	732/201EP
A Strategy for Maintaining Pregnancy	740	U.S. 6,673,987		740/001

* Certain information on this page has been omitted and filed separately with the Commission. Confidential treatment has been requested with respect to the omitted portions.

1 Note: all of the patents and patent applications in this section constitute Intellectual Property arising from a collaboration between Geron and Roslin relating to the Xeno Pig Project as those two terms are defined in the Geron Roslin Research Agreement

EXHIBIT B

Third-Party Patents

I. Patents

ELS

1. Roslin Patents (under the Licence Agreement dated June 2, 1998):[2]

A. Quiescent Cell Populations for Nuclear Transfer
(Quiescence – Geron 700 Series

Prority Date:	31 August 1995
Priority Application No.:	* filed in the name of ROSLIN INSTITUTE (EDINBURGH)*
Priority Application No.:	* filed in the name of ROSLIN INSTITUTE (EDINBURGH)*
International Filing Date:	30 August 1996

Granted Patents Country	Patent No.	Geron Ref. No.
U.S.	6,147,276*	700/201
Austria	0849990; E 199115*	700/201AT
Belgium	0849990 *	700/201BE
Denmark	0849990 *	700/201DK
Europe	0849990*	700/201EP
France	0849990*	700/201FR
Germany	0849990 *	700/201DE
Ireland	0849990*	700/201IE
Italy	0849990*	700/201IT
Luxembourg	0849990*	700/201LU

* Certain information on this page has been omitted and filed separately with the Commission. Confidential treatment has been requested with respect to the omitted portions.

2 * The patents and patent applications in this section constitute Existing Patents as that term is defined in the Exeter Roslin License Agreement.

Monaco	0849990*	700/201MC
Netherlands	0849990*	700/201NL
Slovenia	0849990*	700/201SI
Spain	0849990*	700/201ES
Switzerland	0849990*	700/201CH
Australia**	716956*	700/201AU
Hong Kong	HK1004938*	700/201HK
	HK1019394*	700/202HK D
New Zealand	316149*	700/201NZ
	334288*	700/202NZ D
Singapore	50267*	700/201SG
	75155*	700/202SG D
South Africa	967390*	700/201ZA
United Kingdom	GB2318578*	700/201UK
	GB2331751*	700/202UK D

** Granted following successful outcome of opposition proceedings

Applications Pending in:

Application Country	Serial No.	Geron Ref. No.
*	* *	700/203AUD
*	* *	700/201BR
*	* *	700/201CA
*	* *	700/201CN
*	* *	700/202EP D
	* *	700/203EP D
*	* *	700/201JP
*	* *	700/201KR
*	* *	700/201MX
*	* *	700/203NZD
*	* *	700/001UK
*	* *	700/203C
	* *	700/202D

* Certain information on this page has been omitted and filed separately with the Commission. Confidential treatment has been requested with respect to the omitted portions.

B. Unactivated Oocytes as Cytoplast Recipients for Nuclear Transfer
(MAGIC – Geron 710 Series)

Priority Date:	31 August 1995
Priority Application No.:	* filed in the name of ROSLIN INSTITUTE (EDINBURGH)*
International Application No.:	* filed in the name of ROSLIN INSTITUTE (EDINBURGH)*
International Filing Date:	30 August 1996

Granted Patents		
Country	**Patent No.**	**Geron Ref. No.**
U.S.	6,252,133*	710/201
	6,525,243*	710/203C
Australia**	728809*	710/201AU
Hong Kong	HK1004937*	710/201HK
	HK1024381*	710/202HK D
New Zealand	316148*	710/201NZ
	335407*	710/202NZ D
Singapore	SG75919*	710/201SG D
South Africa	96/7383*	710/201ZA
United Kingdom	GB2318792*	710/201UK
	GB2340493*	710/202UK D

** Granted following successful outcome of opposition proceedings

Applications pending in:

Application		
Country	**Serial No.**	**Geron Ref. No.**
*	**	710/202AUD
	**	710/203AUD
*	**	710/201BR
*	**	710/201CA
*	**	710/201CN
*	**	710/201EP
*	**	710/201JP
*	**	710/201KR

* Certain information on this page has been omitted and filed separately with the Commission. Confidential treatment has been requested with respect to the omitted portions.

*	* *	710/201MX
	* *	710/202MX D
*	* *	710/203NZ D
*	* *	710/201SG
*	* *	710/001UK
*	* *	710/202D
	* **3** *	710/204C
	* **4** *	710/205C
	* **5** *	710/206C
	* **6** *	710/207C
	* **7** *	710/214C
	* **8** *	710/215C
	* *	710/216C
	* *	710/217C

Geron Patents

1. Roslin Patents (under the Research and License Agreement dated May 3, 1999):

[None][9]

2. Roslin Patents (under the License Agreement dated April 30, 1999):[10]

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* Certain information on this page has been omitted and filed separately with the Commission. Confidential treatment has been requested with respect to the omitted portions.

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9 No patents or patent applications constituting Jointly Owned Intellectual Property (as that term is defined in the Geron Roslin Research Agreement) are included in the Licensed Patents as of the Effective Date.

10 * The patents and patent applications in this section constitute Patent Rights as that term is defined in the Geron Roslin License Agreement.

1. Quiescent Cell Populations for Nuclear Transfer
(Quiescence – Geron 700 Series

Prority Date: 31 August 1995

Priority Application No.: * filed in the name of ROSLIN INSTITUTE (EDINBURGH)

Priority Application No.: * filed in the name of ROSLIN INSTITUTE (EDINBURGH)

International Filing Date: 30 August 1996

Granted Patents Country	Patent No.	Geron Ref. No.
U.S.	6,147,276	700/201
Austria	0849990; E 199115	700/201AT
Belgium	0849990	700/201BE
Denmark	0849990	700/201DK
Europe	0849990	700/201EP
France	0849990	700/201FR
Germany	0849990	700/201DE
Ireland	0849990	700/201IE
Italy	0849990	700/201IT
Luxembourg	0849990	700/201LU
Monaco	0849990	700/201MC
Netherlands	0849990	700/201NL
Slovenia	0849990	700/201SI
Spain	0849990	700/201ES
Switzerland	0849990	700/201CH
Australia**	716956	700/201AU
Hong Kong	HK1004938	700/201HK
	HK1019394	700/202HKD
New Zealand	316149	700/201NZ
	334288	700/202NZD
Singapore	50267	700/201SG
	75155	700/202SGD
South Africa	967390	700/201ZA
United Kingdom	GB2318578	700/201UK
	GB2331751	700/202UKD

** Granted following successful outcome of opposition proceedings

* Certain information on this page has been omitted and filed separately with the Commission. Confidential treatment has been requested with respect to the omitted portions.

Applications Pending in:

Application Country	Serial No.	Geron Ref. No.
*	*	700/203AU D
*	*	700/201BR
*	*	700/201CA
*	*	700/201CN
*	*	700/202EP D
	*	700/203EP D
*	*	700/201JP
*	*	700/201KR
*	*	700/201MX
*	*	700/203NZ D
*	*	700/001UK
*	*	700/203C
	*	700/202D

2. Unactivated Oocytes as Cytoplast Recipients for Nuclear Transfer
(MAGIC – Geron 710 Series)

Priority Date: 31 August 1995

Priority Application No.: * filed in the name of * * (EDINBURGH)

International Application No.: * filed in the name of * * (EDINBURGH)

International Filing Date: 30 August 1996

Granted Patents Country	Patent No.	Geron Ref. No.
U.S.	6,252,133	710/201
	6,525,243	710/203C
Australia**	728809	710/201AU
Hong Kong	HK1004937	710/201HK
	HK1024381	710/202HK D
New Zealand	316148	710/201NZ
	335407	710/202NZ D
Singapore	SG75919	710/201SG D
South Africa	96/7383	710/201ZA
United Kingdom	GB2318792	710/201UK
	GB2340493	710/202UK D

** Granted following successful outcome of opposition proceedings

* Certain information on this page has been omitted and filed separately with the Commission. Confidential treatment has been requested with respect to the omitted portions.

Applications pending in:

Application Country	Serial No.	Geron Ref. No.
*	*	710/202AU D
	*	710/203AU D
*	*	710/201BR
*	*	710/201CA
*	*	710/201CN
*	*	710/201EP
*	*	710/201JP
*	*	710/201KR
*	*	710/201MX
	*	710/202MX D
*	*	710/203NZ D
*	*	710/201SG
*	*	710/001UK
*	*	710/202D
	*[11]	710/204C
	*[12]	710/205C
	*[13]	710/206C
	*[14]	710/207C
	*[15]	710/214C
	*[16]	710/215C
	*	710/216C
	*	710/217C

II. Invention Disclosures

A. ELS

1. UMass CT invention disclosure (under the CT License Agreement)

UMA 01-02 *

The prosecution, maintenance and enforcement rights with respect to the Patents marked with * are not transferable by the applicable Licensor (and will not be transferred) to NewCo at the Effective Date (and are thus excluded from Section 7.2).

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* Certain information on this page has been omitted and filed separately with the Commission. Confidential treatment has been requested with respect to the omitted portions.

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EXHIBIT C

Third-Party License Agreements

A. ELS

Exclusive License Agreement by and between ACT and ELS dated as of October 22, 2003, as amended by the Letter Agreement between ACT and ELS dated as of October 20, 2003, and as further amended by the ACT letter signed by ACT and agreed and accepted by ELS and UMass dated as of October 21, 2003.

Licence Agreement between Roslin and PPL Therapeutics – (Scotland) Limited, dated as of June 2, 1998, as amended and assigned by PPL Therapeutics to ELS by the Assignation and Variation Agreement between and among Roslin, ELS and PPL Therapeutics, dated December 2003, as further amended by the Roslin Consent dated as of April 5, 2005.

B. Geron

License Agreement between and among Geron, Roslin, and Roslin Bio-Med Limited dated April 30, 1999, as amended by the Agreement dated September 30, 2003, as further amended by the Roslin Consent dated as of April 5, 2005.

Research and License Agreement between Geron and Roslin dated May 3, 1999, as amended by the First Amendment to Research and License Agreement dated October 1, 2002, and the Agreement dated September 30, 2003, as further amended by the Roslin Consent dated as of April 5, 2005.

EXHIBIT D

Pre-existing License Agreements

A. ELS

Sublicense Agreement between ELS and ViaGen, Inc., dated April 4, 2005.

Sublicense Agreement between ELS and Viable Genetics, LLC., dated April 4, 2005.

Non-Exclusive License Agreement between ELS and Pharmathene. Inc. dated March 4, 2005.

B. Geron

Agreement among Geron, Clone Australia Pty Ltd., and AgResearch Ltd., dated July 11, 2001.

Sublicence Agreement between Geron and Clone Australia Pty Ltd., dated December 21, 2000.

License Agreement between Geron and ProLinia, Inc., dated May 15, 2001.

License Agreement between Geron and Xenotrans, Ltd., dated April 6, 2004.

License Agreement (Protein Field) between Geron and Revivicor, Inc., dated October 27, 2004.

License Agreement (Xenotransplantation) between Geron and Revivicor, Inc., dated October 27, 2004.

EXHIBIT E

Adversarial Actions

1. Patent Interference No. 104,809

Strelchenko et al. (junior party) Application No. 09/357,445

v.

Campbell & Wilmut (senior party) Application No. 09/650,194

Status: Final Judgment entered. Not appealed.

2. Patent Interference No. 104,746

Stice et al. (junior party) Patent No. 5,945,577

v.

Campbell & Wilmut (senior party) Application No. 09/650,194

Status: Final Judgment entered December 20, 2004. Appealed.

Appeal:

U. Mass. & ACT v. Roslin, Geron & Exeter
U.S. District Court for the District of Columbia Case No. 1:05CV00353 (RMU)

Status: Pending

3. Patent Interference No. 105, 192.

Stice et al. (junior party) Patent No. 6,235,970 and Reissue Application No. 10/833,993)

v.

Campbell & Wilmut (senior party) Application No. 09/989,126

Status: Final Judgment entered February 11, 2005. Subject to appeal.

EXHIBIT 31.1

CERTIFICATION PURSUANT TO
FORM OF RULE 13a-14(a)
AS ADOPTED PURSUANT TO
SECTION 302(a) OF THE SARBANES-OXLEY ACT OF 2002

I, Thomas B. Okarma, Chief Executive Officer of Geron Corporation, certify that:

1. I have reviewed this quarterly report on Form 10-Q of Geron Corporation;

2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;

3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;

4. The registrant's other certifying officer(s) and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and have:

   (a) Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;

   (b) Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;

   (c) Evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and

   (d) Disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and

5. The registrant's other certifying officer(s) and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of the registrant's board of directors (or persons performing the equivalent functions):

   (a) All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and

   (b) Any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

Date: April 29, 2005

/s/ THOMAS B. OKARMA

Thomas B. Okarma
President and Chief Executive Officer

EXHIBIT 31.2

CERTIFICATION PURSUANT TO
FORM OF RULE 13a-14(a)
AS ADOPTED PURSUANT TO
SECTION 302(a) OF THE SARBANES-OXLEY ACT OF 2002

I, David L. Greenwood, Chief Financial Officer of Geron Corporation, certify that:

1. I have reviewed this quarterly report on Form 10-Q of Geron Corporation;

2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;

3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;

4. The registrant's other certifying officer(s) and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and have:

   (a) Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;

   (b) Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;

   (c) Evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and

   (d) Disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and

5. The registrant's other certifying officer(s) and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of the registrant's board of directors (or persons performing the equivalent functions):

   (a) All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and

   (b) Any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

Date: April 29, 2005

/s/ DAVID L. GREENWOOD

David L. Greenwood
Executive Vice President and Chief Financial Officer

EXHIBIT 32.1

CERTIFICATION PURSUANT TO
18 U.S.C. SECTION 1350,
AS ADOPTED PURSUANT TO
SECTION 906 OF THE SARBANES-OXLEY ACT OF 2002

Pursuant to 18 U.S.C. Section 1350, as created by Section 906 of the Sarbanes-Oxley Act of 2002, the undersigned officer of Geron Corporation (the "Company") hereby certifies, to such officer's knowledge, that:

(i) the accompanying quarterly report on Form 10-Q of the Company for the three months ended March 31, 2005 (the "Report") fully complies with the requirements of Section 13(a) or Section 15(d), as applicable, of the Securities Exchange Act of 1934, as amended; and

(ii) the information contained in the Report fairly presents, in all material respects, the financial condition and results of operations of the Company.

Dated: April 29, 2005

/s/ THOMAS B. OKARMA
Thomas B. Okarma
President and Chief Executive Officer

A signed original of this written statement required by Section 906 has been provided to Geron Corporation and will be retained by Geron Corporation and furnished to the Securities and Exchange Commission or its staff upon request.

EXHIBIT 32.2

CERTIFICATION PURSUANT TO
18 U.S.C. SECTION 1350,
AS ADOPTED PURSUANT TO
SECTION 906 OF THE SARBANES-OXLEY ACT OF 2002

Pursuant to 18 U.S.C. Section 1350, as created by Section 906 of the Sarbanes-Oxley Act of 2002, the undersigned officer of Geron Corporation (the "Company") hereby certifies, to such officer's knowledge, that:

(i) the accompanying quarterly report on Form 10-Q of the Company for the three months ended March 31, 2005 (the "Report") fully complies with the requirements of Section 13(a) or Section 15(d), as applicable, of the Securities Exchange Act of 1934, as amended; and

(ii) the information contained in the Report fairly presents, in all material respects, the financial condition and results of operations of the Company.

Dated: April 29, 2005

/s/ DAVID L. GREENWOOD
David L. Greenwood
Executive Vice President Chief Financial Officer

A signed original of this written statement required by Section 906 has been provided to Geron Corporation and will be retained by Geron Corporation and furnished to the Securities and Exchange Commission or its staff upon request.