

PATENT ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	LICENSE
CONVEYING PARTY DATA	
Name	Execution Date
Respicopea Limited	12/17/2010
RECEIVING PARTY DATA	
Name:	Respicopea Inc.
Street Address:	3500 South DuPont Highway
City:	Dover
State/Country:	DELAWARE
Postal Code:	19901
PROPERTY NUMBERS Total: 1	
Property Type	Number
Patent Number:	6348470
CORRESPONDENCE DATA	
Fax Number:	(225)248-3109
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
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ATTORNEY DOCKET NUMBER:	24999/117300-00
NAME OF SUBMITTER:	Keith M. Landry
Total Attachments: 15 source=3PatentLicenseAgreement#page1.tif source=3PatentLicenseAgreement#page2.tif source=3PatentLicenseAgreement#page3.tif source=3PatentLicenseAgreement#page4.tif source=3PatentLicenseAgreement#page5.tif	

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Dated 17 December 2010

(1) RESPICOPEA LIMITED

- and -

(2) RESPICOPEA INC.

US PATENT LICENCE AGREEMENT

Beachcroft LLP
100 Fetter Lane London EC4A 1BN UK
tel: +44 (0) 20 7242 1011 fax: +44 (0) 20 7831 6630
DX 45 London

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THIS AGREEMENT (this "Agreement") is dated 17 December 2010

PARTIES

- (1) **RESPICOPEA LIMITED** incorporated and registered in the Republic of Ireland with company number 489366 whose registered office is at 70 Sir John Rogerson's Quay, Dublin 2, Ireland (the "Licensor"); and
- (2) **RESPICOPEA INC.** a company incorporated under the laws of the State of Delaware with file number 4864047 and whose registered office is at 3,500 South DuPont Highway, Dover, County of Kent, DE 19901, USA ("Licensee").

BACKGROUND

- (A) The Licensee wishes to develop certain intellectual property owned by (or licensed to) the Licensor in order to produce and exploit commercially in the United States of America, a theobromine product for the alleviation of symptoms of cough.
- (B) The Licensor is willing to grant such a licence to the Licensee for such development.
- (C) The parties have agreed to the terms set out in this Agreement.

AGREED TERMS

1. INTERPRETATION

1.1 The definitions and rules of interpretation in this clause apply in this Agreement.

"Development"	the development of products for the alleviation of symptoms of cough.
"Development and Distribution Agreement"	a development and distribution agreement of even date herewith under which the Licensee shall develop a product using theobromine for the treatment of cough and Pernix shall have an exclusive licence to market and sell any resulting suspension product solely for paediatric purposes in the United States of America.
"Development Costs"	means direct costs including, without limitation, patent costs, manufacturing costs, clinical trial costs, insurance costs, services agreement costs (for professional services and administration) and patent enforcement litigation fees incurred in the development and/or acquisition of the Licensee Intellectual Property, but specifically excludes indirect and labour overheads, including, without limitation, the costs of building space and equipment, utility costs, corporate taxes, real and personal property taxes, and salaries, payroll taxes and benefits for employees.
"Field of Use"	as a product (or products) for the alleviation of the symptoms of cough.
"Head Licence"	the patent licence of even date herewith entered into between Gaine, Inc; Pernix, the Licensor and the Licensee.
"Improvement"	any improvement, enhancement or modification to any

	Licensed Product or its method of manufacture.
"Licensee Intellectual Property"	the intellectual property rights under (i) the Licensed Patents, (ii) any Improvements licensed by the Licensor to the Licensee pursuant to this Agreement, and (iii) any other products, methods, patents, Improvements or technology using theobromine for the treatment of cough developed or acquired by the Licensee, whether alone or jointly with others, after the date hereof.
"Licensed Patents"	<p>(i) US Patent No. 6,348,470 (the "US Patent"); and</p> <p>(ii) any other issued patent held by the Licensor in the United States of America from time to time pertaining to the use of theobromine to treat cough,</p> <p>together with all amendments, continuations, continuations-in-part, divisionals, re-issues, re-examinations and extensions of such patents, each being a "Licensed Patent".</p>
"Licensed Products"	any products falling within the scope of any of the claims of the Licensed Patents (as such products may be amended from time to time) and exploited within the Field of Use.
"Net Sums"	<p>the sum of all gross proceeds received by the Licensee in respect of the sale or use of the Licensee Intellectual Property after the date hereof including, without limitation, sales revenue, development funds, milestone payments, patent enforcement proceeds, litigation proceeds, licence fees and royalties, less:</p> <p>(i) the Development Costs incurred by the Licensee associated with developing, acquiring, maintaining and/or protecting the Licensee Intellectual Property (other than any amounts paid by the Licensee to the Licensor under this Agreement);</p> <p>(ii) any withholding taxes, sales taxes or similar taxes deducted from the gross proceeds prior to receipt thereof; and</p> <p>(iii) any discounts, rebates, refunds and/or other similar monetary benefits provided to the relevant payer after the relevant gross proceeds have been received;</p> <p>provided that, if the resulting figure is a negative number, "Net Sums" shall mean zero.</p>
"Patent Assignment Closing"	has the meaning ascribed to it in the Head Licence;
"Pernix"	Pernix Therapeutics, LLC a company organised under the laws of the State of Louisiana with charter number 40020025 K and whose domicile address is 208 W. Eastbank Street, Gonzales, LA 70737, USA;

"Royalty"	the royalty payable pursuant to clause 4.1;
"Territory"	United States of America;
"USPTO"	The United States Patent and Trademark Office;

- 1.2 Clause and schedule headings do not affect the interpretation of this Agreement.
- 1.3 A reference to a clause or Schedule in this Agreement is a reference to a clause or the Schedule (respectively) in this Agreement.
- 1.4 A person includes a corporate or unincorporated body.
- 1.5 A reference to a law is a reference to it as it is in force for the time being, taking account of any amendment, extension, application or re-enactment and includes any subordinate legislation for the time being in force made under it.
- 1.6 Writing or written includes faxes and e-mail.
- 1.7 Documents in agreed form are documents in the form agreed by the parties.
- 1.8 Words in the singular include the plural and in the plural include the singular.
- 1.9 A reference to one gender includes a reference to the other gender.
- 1.10 A reference to "a party" means a party to this Agreement.

2. GRANT

- 2.1 In consideration of the Licensee:
 - 2.1.1 carrying out the Development; and
 - 2.1.2 paying the Royalty to the Licensor,

the Licensor hereby grants (with effect from the Commencement Date) a licence to the Licensee (the "**Licence**"):

 - 2.1.3 of the Licensee Intellectual Property (to the extent that the Licensor owns it or the Licensee Intellectual Property has been licensed to it);
 - 2.1.4 for the Licensee to carry out the Development;
 - 2.1.5 and for it to sell, market and distribute products using such Licensee Intellectual Property (and/or in turn to sub-licence Pernix to carry out the same) in the Territory for the Term;

provided that this licence is personal to the Licensee and the Licensee has no right to sub-licence, save to Pernix in the form of the Development and Distribution Agreement or otherwise as may be agreed in writing by the Licensor on the terms of this Agreement and provided further that the parties acknowledge (without any legal implication) that before the Patent Assignment Closing, this Agreement is a sub-licence in relation to certain of the rights granted under the Head Licence and after the Patent Assignment Closing this agreement will constitute a licence.

 - 2.2 The Licence is exclusive to the Licensee to the extent that it relates to the Field of Use.

- 2.3 The Licensee is permitted to utilise, develop and exploit the technology and inventions claimed by the Licensed Patents alongside, embedded within and/or together with any proprietary or new technology (whether or not patented or owned by the Licensee) including, without limitation, the Licensee's proprietary or new technology.
- 2.4 No further right or licence is granted to the Licensee by this Agreement, save as expressly set out in this clause 2.

3. LICENSEE'S OBLIGATIONS

Save in relation to the Development and Distribution Agreement in the event that the Licensee grants a sub-licence of, or novates, its rights and obligations under clause 2 above, or otherwise with the consent of the Licensor, the Licensee shall procure that the sub-licensee or novatee (as the case may be) undertakes legally enforceable obligations in favour of the Licensor on the same terms as those undertaken by the Licensee hereunder *mutatis mutandis* provided that such sub-licensee or novatee (as the case may be) shall not be required to undertake obligations which have been fully discharged by the Licensee and are not continuing (e.g. the Licensee's payment obligation under clause 4.1) or have fallen due before the date of such sub-licence or novation.

4. ROYALTIES

- 4.1 In consideration of the rights granted by the Licensor to the Licensee hereunder, the Licensee shall pay to the Licensor a royalty of 20% of all Net Sums.
- 4.2 The royalties described in clause 4.1 shall be:
- 4.2.1 paid in four quarterly instalments (in each year and within 15 days of the end of each quarter) by the Licensee to the Licensor and each instalment shall be calculated by reference to all of the relevant Net Sums received by the Licensee in the preceding 3 calendar months; and
- 4.2.2 payable until the later of (i) such time as the patent protection in respect of the Licensee Intellectual Property (including, without limitation) the Licensed Patent) expires, or (ii) if any Licensed Patent is a patent application, until there is no further possibility of such patent application proceeding to grant.

5. IMPROVEMENTS

If the Licensor (or any of its respective successors in title) at any time files an application for a new patent in the Field of Use in the United States of America or for any Improvement (or obtains a licence of such a patent or Improvement under the Head Licence) the Licensor shall grant an exclusive licence to the Licensee for one US dollar and such patent shall constitute a Licensed Patent or Improvement for purposes of this Agreement.

6. VAT

The Royalty payable under clause 4 of this Agreement is inclusive of any value added (or like) tax (e.g. sales tax) which may be payable on it but subject to any withholding or other income taxes that the Licensee is obliged to pay.

7. PROTECTION AND RENEWAL OF THE LICENSED PATENTS

- 7.1 In the event that:
- 7.1.1 any Licensed Patent is attacked;

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- 7.1.2 any application for a patent is made by, or any patent is granted to, a third party by reason of which the third party may be granted, or may have been granted, rights which conflict with any of the rights granted to the Licensee under this Agreement;
 - 7.1.3 any unlicensed activities are carried on by a third party which could constitute an infringement of any Licensed Patent;
 - 7.1.4 any application is made for a compulsory licence under any Licensed Patent;
 - 7.1.5 any renewal fees in connection with any Licensed Patent become payable,

the party becoming aware of such a matter shall immediately notify the other of it. The Licensor hereby appoints the Licensee as its attorney and in its name or otherwise and on its behalf to take all such steps and do all things as, in the total discretion of the Licensee, are desirable for the protection of the Licensee's rights under this Agreement including, without limitation, applying, securing, prosecuting and maintaining each Licensed Patent (and its related applications) in the Territory, but only to the extent the Licensor elects not to take such steps or perform such acts. The costs and expenses incurred by the Licensee in taking such steps (including any fees payable) and any profits, losses or damages which may be obtained shall be (in the absence of agreement to the contrary) for the account of the Licensor which shall pay such costs and expenses directly or, in the event that any of such costs and expenses have been paid by the Licensee, reimburse any of such reasonable expenses incurred by the Licensee to the Licensee upon receiving a written notice to do so (and a reasonable amount of supporting evidence of such costs and expenses) from the Licensee.

- 7.2 The Licensor hereby warrants to the Licensee that:
 - 7.2.1 so far as it is aware the US Patent is valid;
 - 7.2.2 so far as it is aware, the Licensed Products, and their manufacture and use, do not fall within the scope of any intellectual property rights (including patents) within the US other than the US Patent;
 - 7.2.3 it has all due right, capacity, power and legal authority throughout the Territory to enter into and perform this Agreement and grant the rights set out herein;
 - 7.2.4 the US Patent is owned legally and beneficially by the Licensor or it has rights equivalent thereto granted by a third party and no other person, and no other third party owns the US Patent or any part of it legally or beneficially;
 - 7.2.5 other than any licence granted in favour of the Licensor, the US Patent is (save as contemplated by this Agreement) not subject to any encumbrance whatsoever, including, without limitation, any interest of any person (including any right to acquire, option or right of pre-emption) or any mortgage, charge, pledge, lien, assignment, hypothecation, security interest, title retention or any security agreement or arrangement;
 - 7.2.6 this Agreement and any documents in the agreed form to which the Licensor is expressed to be a party constitute (or shall constitute when executed) valid, legal and binding obligations on the Licensor to the terms of this Agreement and such other documents;

7.2.7 compliance with the terms of this Agreement and any documents referred to in it shall not breach any of the following:

- (a) any material contract to which either the Licensor is a party or by which it is bound; or
- (b) any order, judgment, decree or other restriction applicable to the Licensor.

7.3 The Licensee hereby warrants to the Licensor that:

7.3.1 this Agreement and any documents in the agreed form to which the Licensee is expressed to be a party constitute (or shall constitute when executed) valid, legal and binding obligations on such party to the terms of this Agreement and such other documents;

7.3.2 compliance with the terms of this Agreement and the documents referred to in it shall not breach any of the following:

- (a) any material contract to which either Licensee is a party or by which it is bound; or
- (b) any order, judgment, decree or other restriction applicable to the Licensee.

8. DURATION AND CESSATION

8.1 This Agreement shall come into force on the date hereof and shall unless terminated in accordance with clause 8.2, 8.3 or 8.4 remain in force until the last patent comprised within the Licensee Intellectual Property (including, without limitation, the Licensed Patents) expires, or if any Licensed Patent is a patent application, until there is no further possibility of such patent application proceeding to grant.

8.2 If the Head Licence expires or terminates for any reason the licence granted under clause 2 shall cease in relation to any patent and/or Improvement licensed to, or acquired by, the Licensor under the Head Licence.

8.3 The Licensee shall have the right to terminate this Agreement if the Licensor materially breaches any term of it or any documents referred to in it and fails to remedy the same within 30 days of notice given by the Licensee to the Licensor specifying the breach and requiring it to be remedied.

8.4 Without affecting any other rights that it may be entitled to, either party may give notice in writing to the other party terminating this Agreement immediately if:

8.4.1 the other party fails to pay any amount due under this Agreement on the due date for payment and remains in default 30 days after being notified in writing to make such payment;

8.4.2 the other party commits a material breach of any material term of this Agreement and (if such breach is remediable) fails to remedy that breach within a period of 30 days of being notified in writing to do so;

8.4.3 the other party suspends, or threatens to suspend, payment of its debts or is unable to pay its debts as they fall due (including any applicable cure period) or admits inability to pay its debts or (being a company) is deemed unable to pay its debts within the meaning of section 123 of the Insolvency Act 1996 or equivalent local legislation;

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- 8.4.4 the other party commence negotiations with all or any class of its creditors with a view to rescheduling any of its debts or makes a proposal for or enters into any compromise or arrangement with its creditors other than for the sole purpose of a scheme for a solvent refinancing or amalgamation of that debt or other party with one or more other companies or the solvent refinancing or reconstruction of that debt or other party;
 - 8.4.5 a petition is filed, a notice is given, a resolution is passed, or an order is made, for or in connection with the winding up of the other party other than for the sole purpose of a scheme for a solvent amalgamation of that other party with one or more other companies or the solvent reconstruction of that other party;
 - 8.4.6 an application is made to court, or an order is made, for the appointment of an administrator or if a notice of intention to appoint an administrator is given or if an administrator is appointed over the other party;
 - 8.4.7 a floating charge holder over the assets of the other party has become entitled to appoint or has appointed an administrative receiver;
 - 8.4.8 a person becomes entitled to appoint a receiver over the assets of the other party or a receiver is appointed over the assets of the other party;
 - 8.4.9 a creditor takes possession of, or a distress, execution, sequestration or other such process is levied or enforced on or sued against, the whole or any material part of the other party's assets and such attachment or process is not discharged within 14 days; or
 - 8.4.10 any event occurs, or proceeding is taken, with respect to the other party in any jurisdiction to which it is subject (including, without limitation the Territory) that has an effect equivalent, or is similar to, any of the events mentioned in clause 8.4.3 to clause 8.4.9 (inclusive);
- 8.5 In the event of expiry or termination of this Agreement and subject to any express provisions set out elsewhere in this Agreement:
- 8.5.1 all rights and licences granted pursuant to this Agreement shall cease;
 - 8.5.2 the Licensee shall cease all and any exploitation of the Licensed Patents and of any Improvements or know-how provided by the Licensor to the Licensee, except insofar as such Improvement or know-how lawfully ceases or has lawfully ceased to be confidential;
 - 8.5.3 the Licensee shall co-operate with the Licensor in the cancellation of any registration at the USPTO of this licence and shall execute such documents and do all acts and things as may be necessary to effect such cancellation;
 - 8.5.4 the Licensee shall return promptly to the Licensor all technical and promotional material in its possession relating to the Licensed Products and the know-how, and all copies of such material to the extent such material remains confidential; and
 - 8.5.5 the sub-licence granted to Pernix under the Development and Distribution Agreement shall cease;
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8.5.6 the Licensee and/or the Licensee's sub-licensees as the case may be shall have the right to dispose of all stocks of the Licensed Products in their possession and all Licensed Products in the course of manufacture.

8.6 Any obligation of the Licensee to pay Royalties shall survive termination.

8.7 The expiry or termination of this Agreement for any reason shall be without prejudice to the provisions of this clause 8 and to any rights of any party which may have accrued by, at or up to the date of such termination.

9. ASSIGNMENT OF RIGHTS

9.1 The Licensee may not assign, transfer, charge, encumber or otherwise deal with the whole or any part of this Agreement or its obligations under it, without the prior written consent of the Licensor.

9.2 The Licensor may novate this Agreement or sub-contract its obligations hereunder, and/or assign the Licensed Patents, without the consent of the Licensee, and this Agreement and licence shall be binding on and shall be enforceable against any assigns, transferees, novatees or successors in title.

10. SEVERANCE

In the event that any clause or any part of any clause in this Agreement is declared invalid or unenforceable, by the judgment or decree by consent or otherwise of a court of competent jurisdiction from whose decision no appeal is or can be taken, all other provisions contained in this Agreement shall remain in full force and effect and shall not be affected by such finding for the term of this Agreement.

11. NO WAIVER

No relaxation, forbearance, delay or indulgence by any party in enforcing any term or condition of this Agreement, or the granting of time by any party to any other party, shall prejudice, affect or restrict the rights and powers of that party, nor shall any waiver by any party of any breach of this Agreement operate as a waiver of, or in relation to, any subsequent or continuing breach of it.

12. VARIATION

This Agreement may only be amended by a document in writing signed under hand by a duly authorised officer of each party.

13. FURTHER ASSURANCE

13.1 The parties shall execute all further documents as may be necessary or desirable to give full effect to the terms of this Agreement and to protect the rights of the parties under it.

13.2 The Licensor further undertakes to assist the Licensee with the registration, recording and/or other notices, documents and forms whereby an agreed form extract of this licence may be recorded and/or registered at the USPTO and to sign and execute all such documents as may reasonably be requested by the Licensee provided that the Licensor appoints the Licensee as its attorney to effect these matters on its behalf (but at the Licensor's cost) if Licensor fails to complete these matters.

14. CONFIDENTIALITY

- 14.1 Each party undertakes to the other that it shall not at any time disclose to any other person any confidential information concerning the business, affairs, technology, customers, clients or suppliers of that other party, or the arrangements contemplated by this Agreement and the documents referred to in this Agreement (or the negotiations for such arrangements) except as permitted by clause 14.2 provided that each party may disclose this Agreement (and the relevant documents referred to in it) to Gaine, Inc, Pernix and such third parties as may be necessary to register this Agreement against:
- 14.1.1 the US Patent at the United States Patent and Trademark Office; and
 - 14.1.2 any other patent comprised in the Licensee Intellectual Property at the relevant patent office.
- 14.2 Each party may disclose any other party's confidential information as follows:
- 14.2.1 to its employees, officers, representatives, financiers or advisers who need to know such information for the purposes of carrying out the party's obligations under this Agreement provided that such persons have been made aware of the provisions of this clause 14;
 - 14.2.2 if it is already in the public domain;
 - 14.2.3 if it has been disclosed to a party by a third party, such third party being free to disclose such information;
 - 14.2.4 as may be required by law, court order or any governmental or regulatory authority;
 - 14.2.5 in the event that such confidential information is required to be disclosed by law or any regulatory body provided that a party required to disclose any confidential information shall promptly notify the other parties, where practicable and lawful to do so, before disclosure occurs (as the case may be) and shall co-operate with the other parties regarding the timing and content of such disclosure (as the case may be) or any action which the other parties may reasonably request (or elect to take) to challenge the validity of such requirement; and
 - 14.2.6 to any other party to the joint venture agreement between the Licensor, Pernix, Biocopea Limited, Kulik Investments (I) IC Limited and Respicopea Holdings Limited of even date herewith (the "**Joint Venture Agreement**") as may be required under the terms of or, in connection with, the Joint Venture Agreement.
- 14.3 Each party shall ensure that its employees, officers, representatives, financiers, advisers and other parties to the Joint Venture Agreement to whom it discloses the other party's confidential information comply with this clause 14.
- 14.4 No party shall use any other party's confidential information for any purpose other than to perform its obligations under this Agreement.

15. ENTIRE AGREEMENT

- 15.1 This Agreement, and the documents referred to in it, constitute the entire agreement and understanding of the parties and supersedes any previous agreement between the parties relating to the subject matter of this Agreement.

15.2 Each of the parties acknowledges and agrees that, in entering into this Agreement and the documents referred to in it, it does not rely on, and shall have no remedy in respect of, any statement, representation, warranty or understanding (whether negligently or innocently made) of any person (whether party to this Agreement or not) other than as expressly set out in this Agreement as a warranty or representation. The only remedy available to it for breach of such warranties or representations shall be for breach of contract under the terms of this Agreement. Nothing in this clause shall operate to limit or exclude any liability for fraud.

15.3 Save as provided in clause 5 and except as expressly stated in this Agreement and the other documents referred to in it, the Licensor makes no representations or warranties, express or implied regarding the validity, enforceability, condition, commercial value or fitness for a particular purpose of the Licensed Patents or that the Licensed Products are free from infringement of any intellectual property rights of any third party, and the foregoing disclaimer has been brought to the attention of the Licensee who has acknowledged such disclaimer.

16. NOTICE

Any notice to be given under this Agreement shall be given by sending the same in a pre-paid first-class letter or by fax to the address of the relevant party set out in this Agreement, or to such other address as such party may have notified to the other for such purposes. Any notice sent by post shall be deemed (in the absence of evidence of earlier receipt) to have been delivered 14 days after despatch and, in proving the fact of despatch, it shall be sufficient to show that the envelope containing such notice was properly addressed, stamped and posted. Any notice sent by fax shall be deemed to have been delivered on the day following its despatch.

17. RIGHTS OF THIRD PARTIES

17.1 No term of this Agreement shall be enforceable under the Contracts (Rights of Third Parties) Act 1999 by a person who is not a party to it, but this does not affect any right or remedy of a third party which exists or is available apart from that Act.

17.2 Notwithstanding that any term of this Agreement may be (or become) enforceable by a person who is not a party to it, the terms of this Agreement or any of them may be varied, amended or modified, or this Agreement may be suspended, cancelled or terminated by agreement in writing between the parties, or rescinded, in each case without the consent of any such third party.

18. SET-OFF

The Licensee may at any time set off any liability of the Licensee to the Licensor against any liability of the Licensor to the Licensee under this Agreement or otherwise and irrespective of the currency of its denomination. If the liabilities to be set off are expressed in different currencies, the Licensee may convert either liability at a market rate of exchange for the purpose of set-off. Any exercise by the Licensee of its rights under this clause shall be without prejudice to any other rights or remedies available to it under this Agreement or otherwise.

19. GOVERNING LAW AND JURISDICTION

19.1 This Agreement and any disputes or claims arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) are governed by and construed in accordance with the law of England.

19.2 The parties irrevocably agree that the courts of England have exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with this Agreement or its subject matter or formation (including non-contractual disputes or claims).

20. **MISCELLANEOUS**

This Agreement may be executed in one or more counterparts, each of which, shall be deemed to be an original but all of which together shall constitute one and the same instrument.

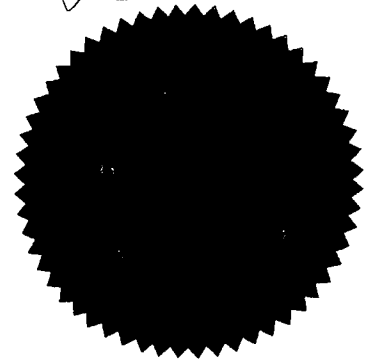
In witness whereof this Agreement is executed as a deed on the date first written above.

SIGNATURE PAGE

EXECUTED as a DEED on behalf of and GIVEN)
under the Common Seal of RESPICOPEA)
LIMITED a company incorporated under the laws)
of the Republic of Ireland by Gregory Stoloff)
and Kimbell Duncan, being persons who, in)
accordance with the laws of that jurisdiction, are)
acting under the authority of the company)
in the presence of:)

.....
Gregory Stoloff
..... Director

.....
[Signature]
..... Director/Secretary



WITNESS:

Signature:
[Signature]

Name:
JOHN SINGH

Address:
BEACHCROFT LLP

.....
100 FETTER LANE

.....
LONDON EC4A 1BN

.....
TEL: 0207 242 1011

Occupation:
SOLICITOR

(PLEASE COMPLETE IN CAPITALS)

EXECUTED as a DEED on behalf of RESPICOPEA)
INC. a company incorporated under the laws)
of the State of Delaware in the United States of)
America, by Cooper Collins)
and Tracy Clifford, being persons who, in)
accordance with the laws of that jurisdiction, are)
acting under the authority of the company)
in the presence of)

.....
..... Authorised Signatory

.....
[Signature]
..... Authorised Signatory

SIGNATURE PAGE

EXECUTED as a DEED on behalf of and GIVEN)
under the Common Seal of RESPICOPEA)
LIMITED a company incorporated under the laws)
of the Republic of Ireland by Gregory Stoloff)
and Kimbell Duncan, being persons who, in)
accordance with the laws of that jurisdiction, are)
acting under the authority of the company)
in the presence of:)

.....
Director

.....
Director/Secretary

WITNESS:

Signature:

Name:

Address:

.....


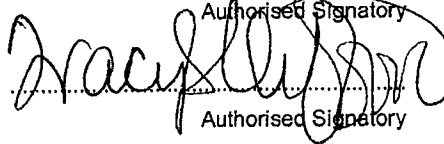
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Occupation:

(PLEASE COMPLETE IN CAPITALS)

EXECUTED as a DEED on behalf of RESPICOPEA)
INC. a company incorporated under the laws)
of the State of Delaware in the United States of)
America, by Cooper Collins)
and Tracy Clifford, being persons who, in)
accordance with the laws of that jurisdiction, are)
acting under the authority of the company)
in the presence of)


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Authorised Signatory

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Authorised Signatory