ENCORIUM GROUP INC
Form DEF 14A
December 11, 2009

UNITED STATES

SECURITIES AND EXCHANGE COMMISSION

Washington, D.C. 20549

SCHEDULE 14A

(Rule 14a-101)

INFORMATION REQUIRED IN PROXY STATEMENT

SCHEDULE 14A INFORMATION

Proxy Statement Pursuant to Section 14(a) of

the Securities Exchange Act of 1934

Filed by the Registrant x Filed by a Party other than the Registrant ¨

Check the appropriate box:

¨ Preliminary Proxy Statement

¨ **Confidential, for Use of the Commission Only (as permitted by Rule 14a-6(e)(2))**

x Definitive Proxy Statement

¨ Definitive Additional Materials

¨ Soliciting Material Pursuant to §240.14a-12

ENCORIUM GROUP, INC.

(Name of Registrant as Specified In Its Charter)

(Name of Person(s) Filing Proxy Statement, if other than the Registrant)

Payment of Filing Fee (Check the appropriate box):

x No fee required.

¨ Fee computed on table below per Exchange Act Rules 14a-6(i)(1) and 0-11.

(1) Title of each class of securities to which transaction applies:

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(2) Aggregate number of securities to which transaction applies:

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(3) Per unit price or other underlying value of transaction computed pursuant to Exchange Act Rule 0-11 (set forth the amount on which the filing fee is calculated and state how it was determined):

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(4) Proposed maximum aggregate value of transaction:
(estimated solely for the purpose of calculating the filing fee)

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¨ Fee paid previously with preliminary materials.

¨ Check box if any part of the fee is offset as provided by Exchange Act Rule 0-11(a)(2) and identify the filing for which the offsetting fee was paid previously. Identify the previous filing by registration statement number, or the Form or Schedule and the date of its filing.

(1) Amount Previously Paid:

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(2) Form, Schedule or Registration Statement No.:

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(3) Filing Party:

(4) Date Filed:

ENCORIUM GROUP, INC.

400 Berwyn Park

899 Cassatt Road, Suite 115

Berwyn, Pennsylvania 19312

ANNUAL MEETING OF STOCKHOLDERS YOUR VOTE IS IMPORTANT

To the Stockholders of Encorium Group, Inc.:

You are cordially invited to attend the annual meeting (the Annual Meeting) of the stockholders of Encorium Group, Inc. (the Company) to be held on January 8, 2010 at 10:00 A.M., local time at Crown Plaza Hotel, 260 Mall Boulevard, King of Prussia, Pennsylvania 19406. At the Annual Meeting, stockholders will be asked to:

(1) Elect five directors to serve until the next annual meeting of stockholders;

(2) Ratify the appointment of Asher & Company. Ltd., a registered public accounting firm, to examine and report on our financial statements for the fiscal year ending December 31, 2009;

(3) To approve an amendment to our Certificate of Incorporation, as amended, to effect a reverse stock split of shares of our common stock issued and outstanding at a ratio to be established by our board of directors in its discretion, of up to one for ten (but not less than one for three);

(4) To approve the issuance of 874,126 shares of our common stock, as well as any additional shares underlying the Exchange Warrants that may be issuable as a result of the anti-dilution provisions set forth in such instruments, upon exercise of Exchange Warrants issued to two private Investors; and

(5) Transact such other business as may properly come before the meeting.

The board of directors has fixed the close of business on December 1, 2009 as the record date for determining the stockholders entitled to notice of and to vote at the annual meeting and at any adjournment or postponements thereof. Only stockholders of record of our common stock at the close of business on that date will be entitled to notice of and vote at the Annual Meeting and at any adjournments or postponements thereof. A copy of the Company s Annual Report to Stockholders for the year ended December 31, 2008 is enclosed herewith.

The enclosed proxy is solicited by our board of directors. Reference is made to the attached proxy statement for further information with respect to the business to be transacted at the meeting. We encourage you to attend the meeting in person or to vote your shares by proxy. The proxy is revocable at any time before it is voted. Returning the proxy will in no way limit your right to vote at the meeting if you later decide to attend and vote in person.

IMPORTANT PLEASE VOTE YOUR PROXY PROMPTLY. After reading the accompanying proxy statement, please mark, sign, date and return the enclosed proxy card in the accompanying reply envelope, whether or not you plan to attend the Annual Meeting in person. Please vote as promptly as possible. YOUR SHARES CANNOT BE VOTED UNLESS YOU SIGN, DATE AND RETURN THE ENCLOSED PROXY, OR ATTEND THE ANNUAL MEETING IN PERSON.

Sincerely,

Kai Lindevall

President, Europe and Asia

THE ACCOMPANYING PROXY STATEMENT IS DATED DECEMBER 11, 2009 AND IS FIRST BEING MAILED TO STOCKHOLDERS ON OR ABOUT DECEMBER 14, 2009.

ENCORIUM GROUP, INC.

400 Berwyn Park

899 Cassatt Road, Suite 115

Berwyn, Pennsylvania 19312

PROXY STATEMENT FOR THE ANNUAL MEETING OF STOCKHOLDERS

TO BE HELD JANUARY 8, 1010

In this proxy statement, we , us , our, the Company and Encorium each refers to Encorium Group, Inc., a Delaware corporation, unless the context otherwise requires.

Time and Place of the Annual Meeting

We are sending this proxy statement to you as part of the solicitation of proxies by our board of directors for use at the annual meeting of the stockholders of Encorium (the Annual Meeting) to be held at Crown Plaza Hotel, 260 Mall Boulevard, King of Prussia, Pennsylvania 19406 on January 8, 2010, at 10:00 A.M. local time. We are first mailing this proxy statement, the attached notice of annual meeting of stockholders and the enclosed proxy card to you on or after December 14, 2009.

Purpose of the Meeting

At the meeting, our stockholders will be asked to:

(1) Elect five directors to serve until the next annual meeting of stockholders;

(2) Ratify the appointment of Asher & Company, Ltd., a registered public accounting firm, to examine and report on our financial statements for the fiscal year ending December 31, 2009;

(3) To approve an amendment to our Certificate of Incorporation, as amended, to effect a reverse stock split of shares of our common stock issued and outstanding at a ratio to be established by our board of directors in its discretion, of up to one for ten (but not less than one for three);

(4) To approve the issuance of 874,126 shares of our common stock, as well as any additional shares underlying the Exchange Warrants that may be issuable as a result of the anti-dilution provisions set forth in such instruments, upon exercise of Exchange Warrants issued to two private Investors; and

(5) Transact such other business as may properly come before the meeting.

Record Date; Stock Entitled to Vote; Quorum

Our board of directors has fixed the close of business on December 1, 2009 as the record date for the Annual Meeting. Only holders of our common stock on the record date will be entitled to vote at the Annual Meeting and any adjournments or postponements thereof. At the record date, 26,325,383 shares of common stock were outstanding and entitled to vote.

The presence, in person or by proxy, of a majority of the shares of common stock is necessary to constitute a quorum at the meeting. Abstentions and withheld votes will be counted as shares present at the meeting for purposes of determining the presence of a quorum. However, abstentions will not count in the tally of votes FOR or AGAINST a proposal. A WITHHELD vote is the same as an abstention. Broker non-votes occur when shares held by a broker are not voted with respect to a proposal because (1) the broker has not received voting instructions from the beneficial owner of the shares, and (2) the broker lacks the authority to vote the shares at the brokers discretion. Broker non-votes will be counted as shares present and entitled to be voted for purposes of determining the presence of a quorum.

Required Vote

Proposal One: Directors are elected by a plurality and the five nominees for the positions to be voted on in Proposal One who receive the most votes will be elected. Abstentions and broker non-votes will not affect the outcome of the election.

Proposal Two: To be approved, this proposal must receive the affirmative vote of the holders of a majority of our outstanding common stock present in person or by proxy and entitled to vote thereon. Abstentions will have the effect of an AGAINST vote with respect to this proposal. Broker non-votes will have no effect with respect to this proposal.

Proposal Three: To be approved, this proposal must receive the affirmative vote of the majority of the shares of common stock outstanding on the record date. Abstentions and broker non-votes will have the effect of an AGAINST vote with respect to this proposal.

Proposal Four: To be approved, this proposal must receive the affirmative vote of the holders of a majority of our outstanding common stock present in person or by proxy and entitled to vote thereon. Abstentions will have the effect of an AGAINST vote with respect to this proposal. Broker non-votes will have no effect with respect to this proposal.

All properly executed proxies delivered and not properly revoked will be voted at the Annual Meeting as specified in such proxies. If a choice is not specified, the shares represented by a properly executed proxy will be voted FOR the election to our board of directors of each of the nominees named in Proposals One and FOR Proposals Two, Three and Four.

Proxies; Voting and Revocation

Each share of our common stock is entitled to one vote. Votes will be tabulated at the meeting by inspectors of election appointed by us. You may revoke or change your proxy at any time prior to it being voted by filing a written instrument of revocation or change with the corporate secretary. You may also revoke your proxy by filing a duly executed proxy bearing a later date or by appearing at the meeting in person, notifying the corporate secretary and voting by ballot at the meeting. If you attend the meeting, you may vote in person whether or not you have previously given a proxy, but your presence at the meeting, without notifying the corporate secretary of Encorium, will not revoke a previously given proxy. In addition, if you beneficially hold shares of Encorium common stock that are not registered in your own name, you will need additional documentation from the record holder of the shares to attend and vote those shares personally at the meeting.

Solicitation of Proxies

Proxies will be solicited through the mail and directly by Encorium officers, directors and employees of Encorium not specifically employed for such purpose, without additional compensation. Encorium will bear the cost of soliciting proxies, including the preparation, assembly, printing and mailing of this proxy statement, the proxy card and any additional information furnished to stockholders by Encorium. Encorium may also reimburse brokerage houses and other custodians, nominees and fiduciaries for their costs of forwarding proxy and solicitation materials to beneficial owners.

Other Matters

The board of directors does not intend to bring any matters before the meeting other than as stated in this proxy statement, and is not aware that any other matters will be presented for action at the meeting. If any other matters come before the meeting, the persons named in the enclosed form of proxy will vote the proxy with respect thereto in accordance with their best judgment, pursuant to the discretionary authority granted by the proxy.

Principal Executive Office

Encorium s principal executive office is located at 400 Berwyn Park 899, Cassatt Road, Suite 115, Berwyn, Pennsylvania 19312.

PROPOSAL NO. 1:

ELECTION OF DIRECTORS

The first proposal on the agenda for the Annual Meeting will be electing five directors to serve until the next annual meeting or until their successors are elected. There are five nominees for the five currently authorized seats on our board of directors. Unless authority to vote for directors has been withheld in the proxy, the persons named in the enclosed proxy intend to vote at the Annual Meeting FOR the election of the nominees presented below.

Under Delaware law, the five nominees receiving the highest number of votes will be elected as directors at the Annual Meeting. As a result, proxies voted to Withhold Authority and broker non-votes will have no practical effect.

Each person nominated for election is currently serving as a director of Encorium and each nominee has consented to serve as a director for the ensuing year. If any nominee becomes unavailable to serve for any reason before the election, then the enclosed proxy will be voted for the election of such substitute nominee, if any, as shall be designated by the board of directors. The board of directors has no reason to believe that any of the nominees will become unavailable to serve.

Information with respect to the number of shares of common stock beneficially owned by each director as of November 30, 2009 appears under the heading Security Ownership of Certain Beneficial Owners, Directors and Management. The name, age, years of service on our board of directors, and principal occupation and business experience of each director nominee is set forth below.

The board of directors has determined that, other than Dr. Lindevall and Mr. Manninen, each of the following members of the board of directors is independent as defined by the Nasdaq listing standards.

Name	Age	Director Since	Principal Occupation
Kai Lindevall, M.D., Ph.D.	58	2006	President, Europe and Asia
Shahab Fatheazam	58	2008	Managing Director and head of the U.S. healthcare practice of GCA Savvian
Sari Laitinen	43	2009	Founder and owner of Sari Laitinen, US Legal Counsel, a US legal services firm established in 2006 in Espoo, Finland
Petri Manninen	39	2006	Owner of Lakiasiaintoimisto Lakituki Oy, a legal services firm in Finland
David Morra	54	2008	Managing Director of Union Partners, LLC

Kai Lindevall, M.D., Ph.D. has been President of European and Asian Operations since September 9, 2008. From February 21, 2008 to September 9, 2008 Dr. Lindevall served as Chief Executive Officer and prior to that served as President, European and Asian operations of the Company from the Company s acquisition of Encorium Oy (formerly Remedium Oy) on November 1, 2006. Dr. Lindevall is the co-founder of Encorium Oy and, since 2002, Dr. Lindevall has served as President and Chief Executive Officer of Encorium Oy. He has also been Medical Director of Encorium Oy since its inception. Since October 2004, Dr. Lindevall has also served as Chairman of the Board of Encorium Oy. Dr. Lindevall previously served as Managing Director of Encorium Oy from its inception to 2002. Dr. Lindevall is also Co-Founder of Ipsat Therapies Oy/Ltd., a Finnish biotechnology company

developing its proprietary IPSATTM (Intestinal Protection System in Antibiotic Treatment) family of products for the prevention of hospital infections and antibiotic resistance. From October 2002 until February 2005, Dr. Lindevall served as Chairman of the Board of Ipsat Therapies and from March 2005 until March 2006 served as member of its board of directors. Dr. Lindevall has a Ph.D. in Pharmacology and an M.D. from the University of Tampere in Finland.

Shahab Fatheazam has served as a director of the Company since November 2008 and was appointed Chairman of the Board in November, 2009. Mr. Fatheazam is currently a Managing Director and head of the U.S. healthcare practice of GCA Savvian, a leading international investment banking advisory firm. Mr. Fatheazam joined GCA Savvian in 2004 from Vector Securities, a premier healthcare specialty firm, where he was a partner. Prior to helping to form Vector Securities, he was co-head of Paine Webber s Lifescience Division. He began his career on Wall Street with Kidder, Peabody & Co, where, in 1980, he became a partner and senior executive in Kidder s international corporate finance unit. Mr. Fatheazam holds a BA and MA from Cambridge University in England and an MBA from Columbia University. Mr. Fatheazam sits on the boards of two non-public biotechnology companies and is a Trustee at Chicago University s Harris School. He is a member of the Economics Club in Chicago.

Sari Laitinen has served as a director of the Company since November 7, 2009. Ms. Laitinen is the founder and owner of Sari Laitinen, US Legal Counsel, a US legal services firm established in 2006 in Espoo, Finland. Prior to 2006, Ms. Laitinen served as Director, US Capital Markets, with Ernst & Young Oy based in Helsinki, Finland. From 1999 until 2004 Ms. Laitinen was an attorney at the Corporate Finance and Securities Practice Group of Robins, Kaplan, Miller & Ciresi L.L.P. where she was elected partner in 2002. Ms. Laitinen was also previously an attorney with Lindquist & Vennum LLP in Minneapolis, MN and King & Spalding in Atlanta, GA. Ms. Laitinen serves on the Board of Directors of Oy Free Drop Innovations Ltd, a privately owned golf technology company in Espoo, Finland. Ms. Laitinen received her B.A. and Juris Doctor degrees from Hamline University, St. Paul, MN and is licensed to practice law in two US states. She has also written a book on legal risk management in the USA.

Petri Manninen, LL.M. has been a director of the Company since the Company s acquisition of Encorium Oy (formerly Remedium Oy) on November 1, 2006. Mr. Manninen has 7 years of experience from CRO industry by serving as a director of the Board of Encorium Oy and its subsidiaries. Mr. Manninen has served as a lawyer with Lakiasiaintoimisto Lakituki Oy, a Finnish based law firm, since December 1999. Since December 1994, Mr. Manninen has also served as the secretary, treasurer and executive of Paavo Nurmi Foundation, a non-profit organization supporting research in the field of cardiovascular diseases. Mr. Manninen has 12 years of experience in the practice of law and tax consulting. He has published several books and articles in Finnish and foreign law reviews. Mr. Manninen has a Master of Laws Degree from the University of Helsinki and an LL.M. in European Community Law from the University of Leiden in The Netherlands.

David Morra has been as a director of the Company since September 2008. Mr. Morra is a Managing Director of Union Partners, LLC, a private equity and performance acceleration firm. In this capacity, he provides executive oversight for consulting engagements and acquisition activities for targeted companies. Previously, Mr. Morra served as Chief Executive Officer of Omnicare Clinical Research, Inc. During his five and one half year tenure at Omnicare, the Company grew to 1300 employees operating in 30 countries, including its first ventures in India and China. Mr. Morra was also an officer of Omnicare Clinical Research s parent company, Omnicare, Inc., a NYSE fortune 500 company which is the leading provider of pharmaceutical care for seniors in the United States. Prior to Omnicare, Mr. Morra spent 22 years in the pharmaceutical and medical imaging industries in sales, marketing and general management positions. Mr. Morra earned a B.S. Degree from Providence College in 1977 and a Management Certificate from Wharton in 1991.

THE BOARD OF DIRECTORS RECOMMENDS THAT YOU VOTE FOR

ALL OF THE NOMINEES FOR DIRECTOR LISTED ABOVE

CORPORATE GOVERNANCE

Change of Board Composition

On July 16, 2008 Paul J. Schmitt resigned from the board of directors and on August 11, 2008 Dr. Kenneth M. Borow resigned from the board of directors. As of August 11, 2008 the composition of the board of directors was reduced from 7 to 5 authorized members. On September 5, 2008, former directors Christopher F. Meshginpoosh and Scott M. Jenkins resigned as members of the board. The remaining members of the board at that time, consisting of Dr. Kai Lindevall, Petri Manninen and Jyrki Mattila appointed David Morra to the board on September 8, 2008 and Shahab Fatheazam to the board on November 4, 2008. Effective November 7, 2009 Jyrki Mattila resigned from the board of directors. The remaining members of the board appointed Sari Laitinen to the board effective as of that date.

Board Meetings, Independence, Committees and Compensation

Our board of directors is subject to the independence requirements of the NASDAQ Stock Market. Pursuant to the requirements, the board undertook its annual review of director independence. During this review, the board considered transactions and relationships between each director or any member of his or her immediate family and the Company and its subsidiaries and affiliates. The purpose of this review was to determine whether any such relationships or transactions existed that were inconsistent with a determination that the director is independent. Of the five members of the board, Messrs. Fatheazam, Morra and Ms. Laitinen were determined to be independent directors as defined by the NASDAQ Stock Market. During the fiscal year ended December 31, 2008, the board of directors held 22 meetings in person or telephonically and acted by written consent on 4 occasions.

Our board of directors has a Compensation Committee, an Audit Committee and a Nominating Committee.

Compensation Committee. The board of directors has a separately-designated standing Compensation Committee. The Compensation Committee operates under a charter which was adopted by the board of directors. This charter is posted in the Investor Relations section of the Company s website at www.encorium.com. The Compensation Committee reviews and approves salaries for executive officers and directors and reviews, approves and administers the Company s stock option plans and grants thereunder. The Compensation Committee is presently composed of three non-employee directors, Shahab Fatheazam, David Morra and Sari Laitinen. The board of directors has determined that each member of the Compensation Committee is independent as defined in the applicable rules of the NASDAQ Stock Market. The Compensation Committee met 2 times during 2008.

Audit Committee. The board of directors has a separately-designated standing Audit Committee. The Audit Committee operates under a charter which was adopted by the board of directors. This charter is posted in the Investor Relations section of the Company s website at www.encorium.com.

The Audit Committee oversees the Company s accounting, financial reporting process, internal controls over financial reporting and audits, and consults with management and the Company s registered public accounting firm on, among other items, matters related to the annual audit, published financial statements and accounting principles applied. As part of its duties, the Audit Committee appoints, evaluates and retains the Company s independent registered public accounting firm. It also maintains direct responsibility for the compensation, termination and oversight of the Company s independent registered public accounting firm and evaluates the registered public accounting firm s qualifications, performance and independence. The Audit Committee approves all services provided to the Company by the independent registered public accounting firm. The Audit Committee has established procedures for the receipt, retention and treatment, on a confidential basis, of complaints received by the Company, regarding accounting, internal accounting controls or auditing matters, and the confidential, anonymous submissions by employees of concerns regarding questionable accounting or auditing matters.

The current members of the Audit Committee are Shahab Fatheazam, David Morra and Sari Laitinen.

The board has determined that Mr. Fatheazam is an audit committee financial expert as defined in applicable rules of the SEC under the Sarbanes-Oxley Act of 2002. The board of directors has determined that each current member of the Audit Committee is independent as defined in the Securities Exchange Act of 1934, as amended, and applicable rules of the NASDAQ Stock Market and the SEC rules and regulations. The Audit Committee met 3 times in 2008.

Nominating Committee. The board of directors has a separately-designated standing Nominating Committee. The Nominating Committee operates under a charter which was adopted by the board of directors. This charter is posted in the Investor Relations section of the Company s website at www.encorium.com. The Nominating Committee identifies individuals qualified to become member of the board of directors and recommends that the board of directors select the director nominees for the next annual meeting of stockholders. The current members of the Nominating Committee are David Morra, Shahab Fatheazam, Sari Laitinen. The board of directors has determined that each member of the Nominating Committee is independent as defined in the applicable rules of the NASDAQ Stock Market. The Nominating Committee met 2 times during 2008.

Current and former committee membership is shown in the table below:

	Board	Audit Committee	Compensation Committee	Nominating and Corporate Governance Committee
Current Directors:				
Kai Lindevall	Member			
Shahab Fatheazam	Chairman	Chair	Member	Member
Sari Laitinen	Member	Member	Member	Chair
Petri Maninnen	Member			
David Morra	Member	Member	Chair	Member
Former Directors:				
Kenneth M. Borow (1)	Member			
Christopher Meshginpoosh (2)	Member	Chair	Member	Member
Scott M. Jenkins (3)	Member	Member	Chair	Member
Jyrki Mattila (4)	Member	Member	Member	Member
Paul J. Schmitt (5)	Member	Member	Member	Chair

(1) Resigned on August 11, 2008
(2) Resigned on September 5, 2008
(3) Resigned on September 5, 2008
(4) Resigned on November 7, 2009
(5) Resigned on July 16, 2008

Although the Company does not have a formal policy regarding attendance by members of the board at its Annual Meeting, the board encourages directors to attend. All of the then current board members attended our annual stockholder meeting held on in June 13, 2008.

Director Nomination and Communication with Directors

Criteria for Nomination to the Board

As part of the nominating process, the Nominating Committee reviews the appropriate skills and characteristics required of board members. The Nominating Committee does not anticipate that it will generally rely on third-party search firms to identify board candidates. Instead, the Nominating Committee anticipates that

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it will rely on recommendations from a wide variety of business contacts, including current executive officers, directors and stockholders, as a source for potential board candidates. All candidates shall, at a minimum, possess a background that includes a solid education, extensive business experience and the requisite reputation, character, integrity, skills, judgment and temperament, which, in the board of director s judgment, have prepared him or her for dealing with the multi-faceted financial, business and other issues that confront a board of directors of a corporation with the size, complexity, reputation and success of the Company. When evaluating potential nominees, the Nominating Committee evaluates the above criteria as well as the current composition of the board of directors and the need for Audit Committee experience. The Nominating Committee nominates the candidates which it believes best suit the needs of Encorium. The Nominating Committee anticipates that stockholders nominees that comply with the existing procedures outlined in Encorium s bylaws described below will receive the same consideration that other nominees receive

Pursuant to Section 2.1(b) of the Company s bylaws, the Nominating Committee will consider stockholder recommendations for directors sent to the Corporate Secretary, Encorium Group, Inc., 400 Berwyn Park, 899 Cassatt Road, Suite 115, Berwyn PA 19312. Stockholder recommendations for directors must include: (i) the name and address of the stockholder recommending the person to be nominated, (ii) a representation that the stockholder is a holder of record of stock of the Company, including the class and number of shares held and the period of holding, (iii) a description of all arrangements or understandings between the stockholder and the recommended nominee, (iv) a representation that the stockholder intends to appear in person or by proxy at the annual meeting to nominate the candidate(s) for election to the board of directors, (v) such other information regarding the recommended nominee as would be required to be included in a proxy statement filed pursuant to Regulation 14A promulgated by the SEC pursuant to the Exchange Act, and (vi) the consent of the recommended nominee to serve as a director of the Company if so elected. Recommendations must be received by the Corporate Secretary not less than 90 days nor more than 120 days prior to the first anniversary of the preceding year s annual meeting, provided, however, that in the event the date of the annual meeting is advanced by more than 30 days or delayed by more than 60 days from such anniversary date, the stockholder must deliver a director recommendation not earlier than the close of business on the later of the 90th day prior to such annual meeting or the 10th day following the day on which public announcement of the date of such meeting is first made.

Stockholder Communications

Encorium s Annual Meeting of Stockholders provides an opportunity each year for stockholders to ask questions of or otherwise communicate directly with members of our board of directors on matters relevant to the Company. In addition, the board of directors has established a process for permitting stockholders to communicate with the board of directors outside of our Annual Meeting. The shareholder communications policy is posted in the Investor Relations section of the Company s website at www.encorium.com.

Section 16(a) Beneficial Ownership Reporting Compliance

Section 16(a) of the Securities Exchange Act of 1934 requires the Company s executive officers and directors to file initial reports of ownership and reports of change of ownership with the SEC. Executive officers and directors are required by SEC regulations to furnish the Company with copies of all Section 16(a) forms they file. Based solely upon a review of copies of reports furnished to the Company during the fiscal year ended December 31, 2008, all executive officers and directors were in compliance, except that the following were filed late: Shahab Fatheazam s Form 4 filed with the Securities and Exchange Commission on November 7, 2008, David Morra s Form 3 filed on October 10, 2008, and Philip L. Calamia s Form 3 filed on December 9, 2008.

Code of Ethics

The Company has adopted a Code of Business Conduct and Ethics that applies to all of its directors, officers and employees. Additionally, it has adopted a Financial Code of Conduct for the Chief Executive Officer and the Chief Financial Officer and any persons who provide similar functions. Both documents are available for review

on the Company s website at www.encorium.com, under the Corporate Governance section. The Company intends to satisfy the applicable disclosure requirements under Item 5.05 of Form 8-K regarding an amendment to, or waiver from, a provision of its Codes of Conduct on its website, except as otherwise required by applicable NASDAQ requirements.

Director Compensation

For 2008, each non-employee director received $37,500 for his service on the Company s board of directors paid at the rate of $3,125 per month, plus reimbursement of reasonable expenses incurred in connection with attendance at meetings of the board. A non-employee director who is Chairman of the Compensation, Audit or Nominating Committee may receive an annual grant to purchase 25,000 shares of the Company s common stock at the discretion of the board of directors. All other non-employee directors may receive an annual grant to purchase 20,000 shares of the Company s common stock.

The following table presents the compensation provided by the Company to each person who served as a director during 2008, except for Dr. Kai Lindevall and Dr. Kenneth M. Borow. Dr. Lindevall s and Dr. Borow s compensation is set forth in the Summary Compensation Table. Dr. Lindevall and Dr. Borow did not receive any additional consideration for their service on the board of directors:

Name	Fees earned or paid in cash ($)	Option Awards ($) [6][7]	All other compensation ($) [8]	Total ($)
Shahab Fatheazam [1]	6,250	234		6,484
David Morra [2]	12,500	293		12,793
Scott M. Jenkins [3]	25,527			25,527
Petri Manninen	37,500	22,931		60,431
Dr. Jyrki Mattila	37,500	22,931		60,431
Christopher F. Meshginpoosh [4]	25,527	2,448		27,975
Paul J. Schmitt [5]	20,417	4,380		24,797

(1) Mr. Fatheazam was appointed as a director of the Company on November 4, 2008.
(2) Mr. Morra was appointed as a director of the Company on September 8, 2008.
(3) Mr. Jenkins resigned as a director of the Company effective September 5, 2008.
(4) Mr. Meshginpoosh resigned as a director of the Company effective September 5, 2008.
(5) Mr. Schmitt resigned as a director of the Company effective July 16, 2008.
(6) Reflects the dollar amount recognized for financial statement reporting purposes for the fiscal year ended December 31, 2008 and thus may include amounts prior to 2008. See Note 8 of Notes to Consolidated Financial Statements included in our annual report on Form 10-K for additional information, including valuation assumptions used in calculating the fair value of the award.
(7) At fiscal year end the aggregate number of options outstanding for each director was as follows: Shahab Fatheazam 20,000; David Morra 25,000; Scott M. Jenkins 0; Petri Manninen 20,000; Dr. Jyrki Mattila 20,000; Christopher F. Meshginpoosh 0; and Paul J. Schmitt 0.
(8) Does not include perquisites and personal benefits which, in the case of each of our directors, involved an aggregate incremental cost to the Company during 2008 of less than $10,000.

PROPOSAL NO. 2:

RATIFY APPOINTMENT OF INDEPENDENT REGISTERED PUBLIC ACCOUNTING FIRM

The next proposal on the agenda for the Annual Meeting will be ratifying the board s appointment of Asher & Company, Ltd. as the Company s independent registered public accounting firm for the current fiscal year ending December 31, 2009. On July 31, 2009, the Audit Committee of the Company approved the removal

of Deloitte & Touche LLP (Deloitte) as its certifying independent registered public accountants. None of the reports of Deloitte on the Company s financial statements contained any adverse opinion or disclaimer of opinion, or was qualified or modified as to uncertainty, audit scope or accounting principles, except for a going concern paragraph in Deloitte s report on our financial statements as of and for the year ended December 31, 2008.

During our two most recent fiscal years and during any subsequent interim periods preceding the date of termination, there were no disagreements with Deloitte on any matter of accounting principles or practices, financial statement disclosure, or auditing scope or procedure, which disagreement(s), if not resolved to Deloitte s satisfaction, would have caused them to refer to the subject matter of the disagreement(s) in connection with their report; and there were no reportable events as defined in Item 304 (a)(1) of the Securities and Exchange Commission s Regulation S-K. Deloitte will not have a representative present at the Annual Meeting.

As of July 31, 2009, the Company has engaged Asher & Company, Ltd., as its independent registered public accounting firm commencing July 31, 2009, for the fiscal year ended December 31, 2009, subject to ratification by our stockholders. During the most recent two fiscal years through the date of termination of Deloitte neither the Registrant nor anyone engaged on its behalf has consulted with Asher & Company, Ltd. regarding: (i) either the application of accounting principles to a specified transaction, either completed or proposed; or the type of audit opinion that might be rendered on the Registrant s financial statements; or (ii) any matter that was either the subject of a disagreement (as defined in Item 304(a)(1)(iv) or (v) of Regulation S-K Asher & Company Ltd. will have a representative present at the Annual Meeting who will be available to respond to appropriate questions. The representative will also have the opportunity to make a statement if he or she desires to do so.

Stockholder ratification of the selection of Asher & Company, Ltd. as the Company s independent auditors is not required by our Bylaws or otherwise. However, the board is submitting the selection of Asher & Company, Ltd. to the stockholders for ratification as a matter of corporate practice. If the stockholders fail to ratify the selection, the Audit Committee will reconsider whether or not to retain that firm. Even if the selection is ratified, the Audit Committee in its discretion may direct the appointment of a different independent accounting firm at any time during the year if the Audit Committee determines that such a change would be in the best interests of the Company and its stockholders.

Independent Registered Public Accounting Firm Fees

The following table presents the fees billed for services rendered by Deloitte & Touche LLP for the fiscal years ended December 31, 2008 and December 31, 2007:

	2008	2007
Audit Fees	$ 437,366	$ 449,639
Audit-Related Fees	7,047	34,479
Tax Fees		
All Other Fees	22,500	31,140
Total Fees	$ 466,913	$ 515,258

Audit fees consisted of fees for the audit of Encorium s annual financial statements and review of quarterly financial statements as well as services normally provided in connection with statutory and regulatory filings or engagements, consents and assistance with and review of Encorium s documents filed with the SEC. Audit-related fees consisted of the audit of Encorium s operations in the UK. For 2008, all other fees consisted of fees paid on connection with the SEC s review of the Company s Annual Report of Form 10-K for the year ended December 31, 2007. For 2007, all other fees consisted of fees paid in connection with the Company s filing of registration statements for resale of the Company s securities by certain holders thereof. Except as set forth

above, Encorium made no other payments to Deloitte & Touche LLP for services rendered during fiscal 2008 and 2007.

Policy for Pre-Approval of Audit and Non-Audit Services

The Audit Committee s Charter includes a formal policy concerning the pre-approval of audit and non-audit services to be provided by the independent accountants to the Company. The policy requires that all services to be performed by Deloitte & Touche LLP, including audit services, audit-related services and permitted non-audit services, be pre-approved by the Audit Committee. The Audit Committee may delegate pre-approval authority to the Chairman of the Audit Committee. All services rendered by Deloitte & Touche LLP are permissible under applicable laws and regulations, and the Audit Committee pre-approved all audit, audit-related and non-audit services performed by Deloitte & Touche LLP during fiscal 2008. The Audit Committee considered whether the provision of services other than the audit services (as specified above) was compatible with maintaining Deloitte & Touche LLP s independence and determined that provision of such services has not adversely affected Deloitte & Touche LLP s independence.

Report of the Audit Committee of the Board of Directors

The following report of the Audit Committee shall not be deemed incorporated by reference by any general statement incorporating by reference this Proxy Statement into any filing under the Securities Act of 1933, as amended, or under the Exchange Act, except to the extent that the Company specifically incorporates this information by reference. The following report shall not otherwise be deemed filed under such acts.

REPORT OF THE AUDIT COMMITTEE

The Audit Committee of the board of directors is currently composed of three non-employee directors, Shahab Fatheazam (Chair), David Morra and Sari Laitinen. The Board, in its business judgment, has determined that all members of the committee are independent, as required by applicable listing standards of the NASDAQ Stock Market and applicable rules of the SEC. The Committee operates pursuant to a charter that was last amended and restated by the board of directors on May 11, 2006, a copy of which is available in the Investor Relations section of the Company s website at www.encorium.com. The role of the Audit Committee is to assist the board of directors in its oversight of the Company s financial reporting process. Management of the Company is responsible for the preparation, presentation and integrity of the Company s financial statements, the Company s accounting and financial reporting principles and internal controls and procedures designed to assure compliance with accounting standards and applicable laws and regulations. The independent auditors are responsible for auditing the Company s financial statements and expressing an opinion as to their conformity with generally accepted accounting principles.

In the performance of its oversight function, the Audit Committee reviewed and discussed the audited financial statements for the year ended December 31, 2008 with management and the independent auditors. The Audit Committee also discussed with the independent auditors the matters required to be discussed by Statement on Auditing Standards No. 61, Communication with Audit Committees, as currently in effect. Finally, the Audit Committee has received the written disclosures and the letter from the independent auditors required by the applicable requirements of the Public Company Accounting Oversight Board, and has considered whether the provision of non-audit services by the independent auditors to the Company is compatible with maintaining the auditor s independence and has discussed with the auditors the auditors independence.

Based upon the reports and discussions described in this report, and subject to the limitations on the role and responsibilities of the committee referred to above and in the charter, the Audit Committee recommended to the Board that the audited financial statements be included in the Company s annual report on Form 10-K for the year ended December 31, 2008 for filing with the Securities and Exchange Commission.

Submitted by the Audit Committee of the Board of Directors:

David Morra

Vote Required

Provided a quorum is present, the affirmative vote of the holders of a majority of votes cast at the meeting FOR or AGAINST the proposal is required to approve the ratification of the appointment of Asher & Company, Ltd., a registered public accounting firm, to examine and report on our financial statements for the fiscal year ending December 31, 2009.

THE BOARD OF DIRECTORS UNANIMOUSLY RECOMMENDS THAT YOU VOTE FOR RATIFICATION OF THE APPOINTMENT OF ASHER & COMPANY, LTD., A REGISTERED PUBLIC ACCOUNTING FIRM, TO EXAMINE AND REPORT ON OUR FINANCIAL STATEMENTS FOR THE FISCAL YEAR ENDING DECEMBER 31, 2009.

PROPOSAL NO. 3:

AMEND OUR CERTIFICATE OF INCORPORATION

TO EFFECT A REVERSE STOCK SPLIT

Our board of directors is seeking approval of an amendment to our Certificate of Incorporation, as amended, to give the board s authorization to effect a reverse stock split of our common stock issued and outstanding (the Amended Certificate), without further approval of our stockholders, upon a determination by our board of directors that such a reverse stock split is in the best interests of our Company and our stockholders, at any time before our next annual meeting of stockholders. The full text of the proposed Amended Certificate is attached to this Proxy Statement as *Annex A*.

The Amended Certificate as approved by our board of directors does not specify an exact ratio for the reverse stock split, but rather stipulates a range of between one-for-three and one-for-ten (the Reverse Split). As such, in asking the stockholders to approve the Reverse Split, the board is also asking the stockholders to grant to them the authority to set the ratio for the Reverse Split. The board of directors, in its sole discretion, can elect to abandon the Reverse Split in its entirety or can determine an appropriate Reverse Split ratio between three and ten to one, depending on market conditions. In setting the ratio for the Reverse Split, the intention of our board of directors would be to increase the stock price sufficiently above the $1.00 minimum bid price requirement that is required for continued listing on the NASDAQ Capital Market in order to sustain long term compliance with the listing requirements of the NASDAQ Capital Market.

If the board of directors implements the Reverse Split, the exact ratio for the Reverse Split will be fixed by the board and a written notice of such determination will be distributed to the stockholders. We believe that this discretion is essential because it provides the board of directors with the maximum flexibility to react to changing market conditions and to therefore act in the best interests of our Company and our stockholders. Additionally, obtaining stockholder approval of the Reverse Split will enable us to avoid the additional time and expense of holding a special meeting of stockholders should our board of directors determine that it is in our best interest to implement the Reverse Split.

One principal effect of the Reverse Split would be to decrease the number of outstanding shares of our common stock. Except for minimal adjustments that may result from the treatment of fractional shares as described below, the Reverse Split will not have any dilutive effect on our stockholders since each stockholder would hold the same percentage of common stock outstanding immediately following the Reverse Split as such stockholder held immediately prior to the Reverse Split. The relative voting and other rights that accompany the shares of common stock would not be affected by the Reverse Split.

Although the Reverse Split will not have any dilutive effect on our stockholders, the proportion of shares owned by our stockholders relative to the number of shares authorized for issuance will decrease. As a result, the additional authorized shares of common stock will be available for issuance at such times and for such purposes as the board of directors may deem advisable without further action by our stockholders, except as required by applicable laws and regulations. In accordance with NASDAQ Stock Market Rules, we would be required to obtain prior stockholder approval if we intended to issue common stock, or securities convertible or exercisable for common stock, at a price less than the greater of book or market value of our common stock, in any transaction or series of transactions if the common stock to be issued has, or will have upon issuance, voting power equal to or in excess of twenty percent (20%) of the voting power outstanding before the issuance of such stock, as further defined by Nasdaq Rule 5635(d). In addition, we do not have any present plan or intention to issue the additional shares of authorized but unissued common stock that would become available as a result of the proposed Reverse Split.

Notwithstanding the decrease in the number of outstanding shares following the proposed Reverse Split, our board of directors does not intend for this transaction to be the first step in a going private transaction within the meaning of Rule 13e-3 of the Exchange Act.

Reasons for the Reverse Split

The board of director s primary objective in proposing the Reverse Split is to raise the per share trading price of our common stock. The board of directors believes that by increasing the market price per share of our common stock, the Company may meet and maintain compliance with the continued listing requirements of the NASDAQ Capital Market. The board of directors believes that the liquidity and marketability of our common stock will be adversely affected if it is not quoted on a national securities exchange as investors can find it more difficult to dispose of, or to obtain accurate quotations as to the market value of, our common stock. The board of directors believes that current and prospective investors will view an investment in our common stock more favorably if our common stock remains quoted on the NASDAQ Capital Market.

The board of directors also believes that the Reverse Split and any resulting increase in the per share price of our common stock should also enhance the acceptability and marketability of our common stock to the financial community and investing public. Many institutional investors have policies prohibiting them from holding lower-priced stocks in their portfolios, which reduces the number of potential buyers of our common stock. Additionally, analysts at many brokerage firms are reluctant to recommend lower-priced stocks to their clients or monitor the activity of lower-priced stocks. Brokerage houses also frequently have internal practices and policies that discourage individual brokers from dealing in lower-priced stocks. Further, because brokers commissions on lower-priced stock generally represent a higher percentage of the stock price than commissions on higher priced stock, investors in lower-priced stocks pay transaction costs which are a higher percentage of their total share value, which may limit the willingness of individual investors and institutions to purchase our common stock.

We cannot assure you that the Reverse Split will have any of the desired effects described above. More specifically, we cannot assure you that after the Reverse Split the market price of our common stock will increase proportionately to reflect the ratio for the Reverse Split, that the market price of our common stock will not decrease to its pre-split level, that our market capitalization will be equal to the market capitalization before the Reverse Split. In addition we cannot assure you that even if the Reverse Split is approved and effected that we will be able to comply with other requirements for continued listing on NASDAQ in order to maintain our listing on the NASDAQ Capital Market.

Minimum Closing Bid Requirement for Continued Listing on the NASDAQ Capital Market

The Company s common stock is currently quoted on the NASDAQ Capital Market under the symbol ENCO. On September 15, 2009, we received a deficiency notice from the NASDAQ Stock Market notifying us that we had not met the $1.00 minimum closing bid price requirement for thirty consecutive trading days as required under NASDAQ listing rules. According to the NASDAQ notice, we were automatically afforded an initial compliance period of 180 calendar days, or until March 15, 2010, to regain compliance with this requirement.

The board of directors has considered the potential harm to the Company of a delisting from the NASDAQ Capital Market and believes it is in the best interests of the Company and our stockholders for the Company to regain compliance with the minimum bid price listing standard.

Potential Disadvantages of a Reverse Stock Split

As noted above, the principal purpose of the Reverse Split would be to help increase the per share market price of our common stock by a factor of between three and ten. We cannot assure you, however, that the Reverse Split will accomplish this objective for any meaningful period of time. While we expect that the reduction in the number of outstanding shares of common stock will increase the market price of our common

stock, we cannot assure you that the Reverse Split will increase the market price of our common stock by a multiple equal to the number of pre-split shares in the Reverse Split ratio to be determined by the board of directors, or result in any permanent increase in the market price of our stock, which is dependent upon many factors, including our business and financial performance, general market conditions, and prospects for future success. Should the market price of our common stock decline after the Reverse Split, the percentage decline may be greater, due to the smaller number of shares outstanding, than it would have been prior to the Reverse Split. In some cases, the per share stock price of companies that have effected reverse stock splits has subsequently declined back to pre-reverse split levels. Accordingly, we cannot assure you that the market price of our common stock immediately after the effective date of the Reverse Split will be maintained for any meaningful period of time, that the ratio of post- and pre-split shares will remain the same after the Reverse Split is effected, or that the Reverse Split will not have an adverse effect on our stock price due to the reduced number of shares outstanding after the Reverse Split. A reverse stock split is often viewed negatively by the market and, consequently, can lead to a decrease in our overall market capitalization. If the per share market price does not increase proportionately as a result of the Reverse Split, then the value of the Company as measured by our stock capitalization will be reduced, perhaps significantly.

The number of shares held by each individual stockholder would be reduced if the Reverse Split is implemented. This will increase the number of stockholders who hold less than a round lot, or 100 shares. Typically, the transaction costs to stockholders selling odd lots are higher on a per share basis. Consequently, the Reverse Split could increase the transaction costs to existing stockholders in the event they wish to sell all or a portion of their position.

Although the board of directors believes that the decrease in the number of shares of our common stock outstanding as a consequence of the Reverse Split and the anticipated increase in the market price of our common stock could encourage interest in our common stock and possibly promote greater liquidity for our stockholders, such liquidity could also be adversely affected by the reduced number of shares outstanding after the Reverse Split.

Effecting the Reverse Split

If approved by stockholders at the Annual Meeting and our board of directors decided that it is in the best interests of the Company and our stockholders to effect a reverse stock split, the Amended Certificate will be filed and the establishment of an appropriate ratio for the Reverse Split will be established based on several factors existing at the time. Our board of directors will consider, among other factors, prevailing market conditions, the likely effect of the Reverse Split on the market price of our common stock, and on our compliance with applicable listing requirements, and the marketability and liquidity of our common stock. The actual timing of the filing of the Amended Certificate with the Secretary of State of the State of Delaware to effect the Reverse Split will be determined by the Board. Also, if for any reason the board of directors deems it advisable to do so, the Reverse Split may be abandoned at any time prior to the filing of the Amended Certificate, without further action by our stockholders. The Reverse Split will be effective as of the date and time set forth in the Amended Certificate (the Effective Time).

Upon the filing of the Amended Certificate, without further action on the part of the Company or the stockholders, the outstanding shares of common stock held by stockholders of record as of the Effective Time would be converted into a lesser number of shares of common stock calculated in accordance with the terms of the Amended Certificate, such reduced number of shares being referred to herein as the New Common Stock, based on a reverse split ratio of between one-for-three and one-for-ten. For example, if you presently hold 1,000 shares of common stock, you would hold 200 shares of common stock following a one-for-five reverse split.

Effect on Outstanding Shares, Options, and Certain Other Securities

If the Reverse Split is implemented, the number of shares of our common stock owned by each stockholder will be reduced in the same proportion as the reduction in the total number of shares outstanding, such that the percentage of our common stock owned by each stockholder will remain unchanged except for any de minimis change resulting from the issuance of one whole share in exchange for any fractional shares that such stockholder would have received as a result of the Reverse Split. The number of shares of common stock that may be purchased upon exercise of outstanding options or other securities convertible into, or exercisable or exchangeable for, shares of our common stock, and the exercise or conversion prices for these securities, will also be adjusted in accordance with their terms as of the Effective Time.

Effect on Par Value

The amendment to our Certificate of Incorporation, if the proposed reverse stock split is implemented, will not change the per share par value of our common stock.

Effect on Registration and Stock Trading

Our common stock is currently registered under Section 12(b) of the 1934 Act and we are subject to the periodic reporting and other requirements of the 1934 Act. The proposed reverse stock split will not affect the registration of our common stock under the 1934 Act.

If the proposed reverse stock split is implemented, our common stock will continue to be reported on the NASDAQ Capital Market under the symbol ENCO (although the letter d will be added to the end of the trading symbol for a period of 20 trading days from the effective date of the reverse stock split to indicate that the reverse stock split has occurred).

Mechanics of Reverse Stock Split

If this Proposal No. 3 is approved by the stockholders at the Annual Meeting and our board of directors decides that it is in the best interests of the Company and our stockholders to effectuate a reverse stock split (i.e., we have not otherwise regained compliance with NASDAQ s minimum bid requirement), stockholders will be notified that the reverse stock split has been effected. The mechanics of the reverse stock split will differ depending upon whether shares held in brokerage accounts or street name or whether they are registered directly in a stockholder s name and held in certificate form.

Persons who hold their shares in brokerage accounts or street name would not be required to take any further action to effect the exchange of their shares. If a stockholder s shares are held in street name, the number of shares the stockholder holds will automatically be adjusted to reflect the reverse stock split on the effective date rounded up to the nearest whole share if the number of shares are not evenly divisible by the ratio of the Reverse Split.

If a stockholder s shares are registered directly in the stockholder s name and are certificated, as of the Effective Time of the Reverse Split, if effected, each certificate representing shares of our common stock before the reverse stock split would be deemed, for all corporate purposes, to evidence ownership of the reduced number of shares of our common stock resulting from the Reverse Split, and will be automatically rounded up to the next whole share if not evenly divisible by the ratio of the Reverse Split. The number of exact shares each stockholder owns will also be maintained by American Stock Transfer and Trust Company (the Transfer Agent). THEREFORE, STOCKHOLDERS ARE NOT REQUIRED TO TAKE ANY FURTHER ACTION AND SHOULD NOT SUBMIT INSTRUCTIONS TO THE TRANSFER AGENT REQUESTING TO EXCHANGE THEIR CERTIFICATES OF PRE-SPLIT SHARES FOR CERTIFICATES REPRESENTING POST-SPLIT SHARES. Each current outstanding stock certificate as of the Effective Time, shall be deemed valid and outstanding for the

reduced number of shares of our common stock resulting from the Reverse Split, and will be automatically rounded up to the next whole share if not evenly divisible by the ratio of the Reverse Split.

Payment for Fractional Shares

No fractional shares of common stock would be issued as a result of the proposed reverse stock split. Instead, stockholders who otherwise would be entitled to receive fractional shares because they hold a number of shares not evenly divisible by the ratio of the Reverse Split, will automatically be entitled to receive an additional faction of a share of common stock to round up to the next whole share.

For example, if the board of directors selects a Reverse Split of one-for-five, then a stockholder who holds 52 shares on a pre-split basis would be issued eleven (11) whole shares on a post-split basis.

Accounting Consequences

The Reverse Split will not affect the common stock capital account on our balance sheet. However, because the par value of our common stock will remain unchanged on the Effective Time, the components that make up the common stock capital account will change by offsetting amounts. Specifically, on our balance sheet, the common stock value would be adjusted downward in respect of the shares of the New Common Stock to be issued in the Reverse Split, such that the common stock value would become an amount equal to the aggregate par value of the shares of New Common Stock being issued in the Reverse Split. The additional paid-in capital amount recorded on our balance sheet would be increased by an amount equal to the amount by which the common stock was decreased. Additionally, net loss per share would increase proportionately as a result of the Reverse Split since there would be fewer shares outstanding.

No Dissenter s Rights

Under the Delaware General Corporation Law, stockholders will not be entitled to dissenter s rights with respect to the proposed Amended Certificate to effect the reverse stock split, and the Company does not intend to independently provide stockholders with any such right.

Potential Anti-Takeover Effect

Although not designed or intended for such purposes, the effect of the proposed decrease in the number of our authorized shares of common stock at a different ratio to the reverse stock split, could enable our board of directors to render more difficult or discourage an attempt to obtain control of Encorium, since the additional shares could be issued to purchasers who support our board of directors and are opposed to a takeover. We are not currently aware of any pending or proposed transaction involving a change in control. While this Proposal No. 3 may be deemed to have potential anti-takeover effects, this proposal is not prompted by any specific effort or perceived threat of takeover.

Federal Income Tax Consequences

The following is a summary of the material United States federal income tax consequences of the Reverse Split that we anticipate would affect our stockholders. This summary is based on the United States federal income tax laws as currently in effect and interpreted, and does not take into account possible changes in such laws or interpretations. This summary is provided for your general information only and does not address all aspects of the possible federal income tax consequences of the Reverse Split and **IS NOT INTENDED AS TAX ADVICE TO ANY PERSON**. In particular, this summary does not consider the federal income tax consequences to our stockholders in light of their individual investment circumstances or to holders subject to special treatment under the federal income tax laws, and does not address any consequences of the Reverse Split under any state, local or foreign tax laws.

ACCORDINGLY, YOU MUST CONSULT WITH YOUR TAX ADVISOR REGARDING THE SPECIFIC TAX CONSEQUENCES OF THE REVERSE SPLIT TO YOU, INCLUDING THE APPLICATION AND EFFECT OF FEDERAL, STATE, LOCAL AND FOREIGN INCOME AND OTHER TAX LAWS.

We believe that our stockholders who exchange their pre-Reverse Split shares of common stock solely for post-Reverse Split shares of common stock should generally recognize no gain or loss for federal income tax purposes. A stockholder s aggregate tax basis in the post-Reverse Split shares of common stock to be received should be the same as the aggregate tax basis in the pre-Reverse Split shares of common stock to be exchanged. The holding period of the post-Reverse Split shares of common stock received should include the period during which the surrendered common stock was held, provided all such common stock was held as a capital asset at the Effective Time.

The Company will not recognize any gain or loss for accounting or tax purposes as a result of the Reverse Split.

Our beliefs regarding the tax consequences of the Reverse Split are not binding upon the Internal Revenue Service, federal, state or local courts, and there can be no assurance that the Internal Revenue Service or the courts will concur with the positions expressed above. The state and local tax consequences of the Reverse Split may vary significantly as to each stockholder, depending on where he or she resides.

Vote Required

Provided a quorum is present, the affirmative vote of a majority of the voting power of the outstanding shares of common stock is required to approve the amendment to our Certificate of Incorporation that would allow our board of directors to effect the Reverse Split and grant the board of directors the authority, in its sole discretion, to establish the ratio for the Reverse Split at up to one-for-ten (but not less than one-for-three), or to abandon the amendment and the Reverse Split contemplated thereby.

THE BOARD OF DIRECTORS UNANIMOUSLY RECOMMENDS THAT STOCKHOLDERS VOTE FOR PROPOSAL NO. 3 TO APPROVE THE AMENDMENT TO OUR CERTIFICATE OF INCORPORATION TO EFFECT A REVERSE STOCK SPLIT AT THE DISCRETION OF THE BOARD OF DIRECTORS.

PROPOSAL NO. 4:

APPROVE THE ISSUANCE OF 874,126 SHARES OF OUR COMMON STOCK, AS MAY BE ADJUSTED PURSUANT CERTAIN ANTI-DILUTION PROVISIONS, UPON EXERCISE OF EXCHANGE WARRANTS ISSUED TO TWO PRIVATE INVESTORS

Background

On October 16, 2009, the Company entered into Warrant Exchange Agreements with two private investors (the Investors) pursuant to which the Company issued to the Investors an aggregate of 1,864,000 shares of Common Stock (collectively, the Exchange Shares) and warrants to purchase an aggregate of 874,126 shares of Common Stock, exercisable for a period of five years, at an exercise price of $.40 per share, subject to adjustment as described in this proposal (collectively, the Exchange Warrants). The Exchange Shares and the Exchange Warrants were issued in exchange for warrants dated as of May 9, 2007 held by the Investors to purchase an aggregate of 874,126 shares of common stock of the Company (the Original Warrants).

Reasons for Obtaining Shareholder Approval

The number of shares subject to the Exchange Warrants and the price per share of the Exchange Warrants are subject to anti-dilution adjustments. Specifically, other than in certain permitted transactions described below,

if we issue any shares of common stock (or securities convertible or exercisable into common stock) for less than the Exercise Price of the Exchange Warrants, the Exercise Price will be reduced to an amount equal to the new issuance price and the number of shares of common stock into which the Exchange Warrant is exercisable will be adjusted to the number of shares of common stock determined by multiplying the Exercise Price in effect immediately prior to such adjustment by the number of shares of common stock acquirable upon exercise of the Exchange Warrants immediately prior to such adjustment and dividing the product thereof by the new Exercise Price resulting from such adjustment.

Permitted transactions include issuances:

- in connection with any employee benefit plan which has been approved by the Board of Directors of the Company, pursuant to which the Company s securities may be issued to any employee, officer or director for services provided to the Company;

- upon exercise of the Exchange Warrants;

- in connection with any strategic acquisition or strategic transaction by the Company, whether through an acquisition of stock or a merger of any business, assets or technologies the primary purpose of which is not to raise equity capital; and

- in connection with a bona fide lending transaction with a bank or other financial institution the primary purpose of which is the incurrence of indebtedness and not to raise equity capital.

The purpose of this proposal is to allow the full exercise of the Exchange Warrants in accordance with Rule 5635 of the NASDAQ Stock Market Rules and the terms of the Exchange Warrant. Rule 5635 requires us to obtain stockholder approval because the common stock issuable upon exercise of the Exchange Warrants, together with the previous issuance Exchange Shares, could in the event the anti-dilution provisions of Exchange Warrant are triggered, cause the issuance of common stock to exceed 20% of the number of shares of common stock outstanding prior to the date of the Exchange Agreement and the exercise price of the Exchange Warrant is less than the greater of the book value or the market value of our common stock. Accordingly, we are seeking stockholder approval of the issuance of the 874,126 shares of common stock, as well as any additional shares underlying the Exchange Warrants that may be issuable as a result of the anti-dilution provisions set forth in such instruments, upon exercise of the Exchange Warrant.

In the event that we fail to obtain stockholder approval, upon attempted exercise of an Exchange Warrant the Company will be obligated to pay to the exercising Purchaser an amount equal to the Weighted Average Price per share less the Exercise Price per share as of the date of the attempted exercise.

Description of the Exchange Warrants

The following is a brief description of the terms of the Exchange Warrants. This summary does not purport to be complete in all respects. The below description is subject to and qualified in its entirety by reference to the Exchange Warrants, a copy of which is attached hereto as *Annex B*.

Shares of Common Stock Subject to the Warrant. The Exchange Warrants are exercisable for 874,126 shares of our common stock at an initial exercise price of $.40 per share. The exercise price and number of shares subject to the Exchange Warrant are subject to the adjustments described above under the heading Reasons for Obtaining Shareholder Approval.

Exercise of the Warrant and Exercise Price. Under their terms, the Exchange Warrants may not be exercised until we receive stockholder approval for the issuance of the common stock underlying the Exchange Warrants. Following stockholder approval, the Exchange Warrants, which have a 5-year term, may be exercised at any time by surrender of the Exchange Warrant and the payment of the exercise price for the shares of common stock for which the Exchange Warrant is being exercised.

Subject to shareholder approval, we intend to list the shares of common stock issuable upon exercise of the Exchange Warrants with the NASDAQ Capital Market.

Rights as a Shareholder. The holder of the Exchange Warrants will not have rights or privileges as a holder of our common stock, including any voting rights, until (and then only to the extent) the Exchange Warrants have been exercised.

Transferability. Subject to compliance with applicable state ad federal securities laws the Exchange Warrants, and all rights under the Exchange Warrant are transferable.

Use of Proceeds

Since it is uncertain when or if the Purchasers will exercise the Exchange Warrants, we are unable to determine what our use of proceeds from such exercise will or would be.

Vote Required

Provided a quorum is present, the affirmative vote of a majority of our outstanding common stock present in person or by proxy and entitled to vote thereon is required to approve the issuance of 874,126 shares of our common stock, as well as any additional shares underlying the Exchange Warrants that may be issuable as a result of the anti-dilution provisions set forth in such instruments, upon exercise of the Exchange Warrants. Votes may be cast FOR or AGAINST the proposal or you may ABSTAIN. Abstentions will have the effect of an AGAINST vote wi respect to this proposal.

THE BOARD OF DIRECTORS UNANIMOUSLY RECOMMENDS THAT STOCKHOLDERS VOTE FOR PROPOSAL NO. 4 TO APPROVE THE ISSUANCE OF 874,126 SHARES OF OUR COMMON STOCK, AS WELL AS ANY ADDITIONAL SHARES UNDERLYING THE EXCHANGE WARRANTS THAT MAY BE ISSUABLE AS A RESULT OF THE ANTI-DILUTION PROVISIONS SET FORTH IN SUCH INSTRUMENTS, UPON EXERCISE OF THE EXCHANGE WARRANTS.

SECURITY OWNERSHIP OF CERTAIN BENEFICIAL OWNERS, DIRECTORS AND MANAGEMENT

The following table sets forth, as of November 30, 2009, certain information with regard to beneficial ownership of outstanding shares of the Company s common stock by (i) each director and Named Executive Officer individually, (ii) all executive officers and directors of the Company as a group, and (iii) each person known by the Company to beneficially own five percent or more of the outstanding shares of the Company s common stock:

Name of Beneficial Owner [1][2]	Amount and Nature of Beneficial Ownership [3]	Percentage of Outstanding Shares
Dr. Kai Lindevall	1,802,262 [4]	6.85%
Philip L. Calamia	50,000	*
Shahab Fatheazam	6,666	*
Sari Laitinen		
David Morra	8,333	*
Petri Mikael Manninen	396,441 [5]	1.5%
All executive officers and directors as a group (six persons)	2,263,702	8.57%
Ilari Koskelo c/o Navdata Oy Eskolante 100720 Helsinki, Finland	5,167,677	19.63%
Wells Fargo & Company 420 Montgomery Street San Francisco, CA 941054	4,107,928 [6]	15.61%

* Less than 1% of the outstanding Common Stock.

(1) Unless otherwise noted, we believe that all persons have sole voting and investment power with respect to all shares beneficially owned by them.

(2) Unless otherwise noted, the address of such persons is: c/o Encorium Group, Inc., 400 Berwyn Park, 899 Cassatt Road, Suite 115, Berwyn PA19312.

(3) The amounts shown include shares which may be acquired currently or within 60 days of November 30, 2009 through the exercise of stock options, as follows: Dr. Lindevall 0; Mr. Calamia 50,000; Mr. Fatheazam 6,666; Ms. Laitinen 0; Mr. Manninen 13,334 shares; Mr. Morra 8,333; and all current executive officers and directors as a group 78,333 shares.

(4) Includes 187,886 shares owned indirectly that are held by Dr. Lindevall s spouse, as to which Dr. Lindevall disclaims beneficial ownership.

(5) Includes 313,992 shares held indirectly by NTGLT Pharma BVBA of which Mr. Manninen is the managing director.

(6) As per the Schedule 13G/A filed by Wells Fargo & Company on April 30, 2009.

EXECUTIVE COMPENSATION

Executive Officers

Executive officers serve at the discretion of the board of directors and serve until their successors have been duly elected and qualified or until their earlier resignation or removal. The executive officers of the Company as of November 30, 2009 are as follows:

Name	Age	Position(s) Held With Company
Kai Lindevall, M.D., Ph.D.	58	President, Europe and Asia
Philip L. Calamia	46	Interim Chief Financial Officer

Kai Lindevall, M.D., Ph.D. has been President of European and Asian Operations since September 9, 2008. From February 21, 2008 to September 9, 2008 Dr. Lindevall served as Chief Executive Officer and prior to that served as President, European and Asian operations of the Company from the Company s acquisition of Encorium Oy (formerly Remedium Oy) on November 1, 2006. Dr. Lindevall is the co-founder of Encorium Oy and, since 2002, Dr. Lindevall has served as President and Chief Executive Officer of Encorium Oy. He has also been Medical Director of Encorium Oy since its inception. Since October 2004, Dr. Lindevall has also served as Chairman of the board of directors of Encorium Oy. Dr. Lindevall previously served as Managing Director of Encorium Oy from its inception to 2002. Dr. Lindevall is also Co-Founder of Ipsat Therapies Oy/Ltd., a Finnish biotechnology company developing its proprietary IPSATTM (Intestinal Protection System in Antibiotic Treatment) family of products for the prevention of hospital infections and antibiotic resistance. From October 2002 until February 2005, Dr. Lindevall served as Chairman of the board of directors of Ipsat Therapies and from March 2005 until March 2006 served as member of its board of directors. Dr. Lindevall has a Ph.D. in Pharmacology and an M.D. from the University of Tampere in Finland.

Philip L. Calamia is a partner of the consultancy firm Candor Partners (formerly known as PVG Corporation) and has served as Interim Chief Financial Officer of the Company since May, 2008. Mr. Calamia has been a consultant since September 2005. Prior to joining Candor, from May 2003 to September 2005, Mr. Calamia served as Chief Financial Officer of Management Recruiters, International, Inc., a global leader in the staffing solutions business, and a subsidiary of CDI Corp., a NYSE company. From September 2002 to May 2003, Mr. Calamia was the Chief Financial Officer for Maxwell Systems, the leading provider in back office software for the construction and trade industry. Previously, Mr. Calamia also served in a number of financial management roles for US Interactive, a publicly traded professional services firm specializing in software and Internet based solutions. Mr. Calamia holds a Bachelor of Arts in Economics from East Stroudsburg University and is a Certified Public Accountant licensed in Pennsylvania (inactive status).

Summary Compensation Table

Name and Principal Position	Year	Salary	Bonus	Option Awards	All Other Compensation	Total
Dr. David Ginsberg*		$ 151,743 (1)		$ 28,693 (5)		$ 180,436
Chief Executive Officer	**2008** **2007**	$ 18,000 (1)		$ 1,210		$ 19,121
Dr. Kai Lindevall,	**2008** **2007**	$ 349,953 (2)			$ 49,722 (3)(4)	$ 399,675
President, Europe and Asia		$ 322,714 (3)	$ 58,432 (2)		$ 45,203 (3)(4)	$ 426,349 (2)
Philip L. Calamia				$ 201		$ 311,951
Interim Chief Financial Officer	**2008** **2007**	$ 311,750				
Dr. Kenneth M. Borow**	**2008** **2007**	$ 304,217		$ 76,376 (5)	$ 6,336 (4)(7)(8)	
Former President and Chief Medical and Strategic Development Officer		$ 373,628		$ 139,494 (6)	$ 6,365 (4)(7)(8)	$ 519,487
Lawrence R. Hoffman***	**2008** **2007**	$ 94,059		$ 21,859 (5)	$ 1,881.89 (7)(8)	
Former Executive Vice President, Secretary, General Counsel and Chief Financial Officer		$ 250,712		$ 55,797 (6)	$ 3,410 (7)(8)	$ 309,919

* Dr. Ginsberg s employment with the Company terminated effective July 16, 2009.

* Dr. Borow s employment with the Company terminated effective September 9, 2008.

** Mr. Hoffman s employment with the Company terminated effective May 2, 2008.

(1) Dr. Ginsberg served as a consultant to the Company during From November 12, 2007 until June 30, 2008. Dr. Ginsberg became the President and Chief Executive of the Company on September 9, 2009. $53,300 of the amount paid in 2008 was for services as a consultant and all amounts paid in 2007 were for services as a consultant.

(2) Payable in Euros. The payments have been translated into U.S. dollars at the average exchange rate for 2008 of 1.00 EUR ~ 1.47 USD and for 2007 of 1.00 EUR ~ 1.375 USD.

(3) Includes $32,828 and $29,099, which represents automobile lease payments for 2008 and 2007, respectively, reimbursed to Dr. Lindevall by the Company. The lease payments were payable in Euros and have been translated into U.S. dollars at the average exchange rate for 2008 of 1.00 EUR ~ 1.47 USD and for 2007 of 1.00 EUR ~ 1.375 USD.

(4) Does not include perquisites and other personal benefits which involved an aggregate incremental cost to the Company during 2008 and 2007, as applicable, of less than $10,000.

(5) Reflects the dollar amount recognized for financial statement reporting purposes for the fiscal year ended December 31, 2008, in accordance with FAS 123R, of stock option awards pursuant to our equity incentive plans and thus include amounts from awards granted prior to 2008. See Note 8 of Notes to Consolidated Financial Statements included in our annual report on Form 10-K for additional information, including valuation assumptions used in calculating the fair value of the award.

(6) Reflects the dollar amount recognized for financial statement reporting purposes for the fiscal year ended December 31, 2007, in accordance with FAS 123R, of stock option awards pursuant to our equity incentive plans and thus include amounts from awards granted prior to 2007. See Note 8 of Notes to Consolidated Financial Statements included in our annual report on Form 10-K for additional information, including valuation assumptions used in calculating the fair value of the award.

(7) Includes Company matching contributions of $4,166.23 and $4,195 for Dr. Borow and $1,881.19 and $3,410 for Mr. Hoffman for 2008 and 2007, respectively, under the Company s employee s savings 401(K) plan.

(8) Includes $2,170, which represents the premium paid in each of 2007 and 2006 on a term life insurance policy provided by the Company.

Employment Agreements

Employment Agreement with Dr. Lindevall

In connection with the acquisition of Encorium Oy (formerly Remedium Oy) on November 1, 2006, Dr. Kai Lindevall entered into an employment agreement with the Company (the Lindevall Employment Agreement). The Lindevall Employment Agreement terminated on November 1, 2009. The Company is currently negotiating a new employment agreement with Dr. Lindevall. Pending the determination of the final terms of a new agreement, Dr. Lindevall is continuing to receive salary at the same level received prior to November 1, 2009.

Under the terms of the Lindevall Employment Agreement, Dr. Lindevall was to serve as Encorium s and Encorium Oy s President, European and Asian Operations, for a term of three years. Pursuant to the Lindevall Employment Agreement, Dr. Lindevall was to receive an initial base salary at an annual rate of $275,000; provided, however, that the annual rate of base salary for each 12-month period beginning on or after the first anniversary of the Lindevall Employment Agreement was to increase, from the annual rate of base salary in effect for the immediately preceding twelve month period, by an amount equal to the annual percentage increase in the CPI (as defined in the Lindevall Employment Agreement) for the immediately preceding calendar year. In addition, Dr. Lindevall was (i) eligible to receive an annual bonus, not to exceed $200,000 per annum, upon the achievement of corporate financial goals related to the European and Asian operating results of the Company, as specified in the Lindevall Employment Agreement, before interest and taxes, (ii) entitled to participate in any benefit plans or arrangements sponsored or maintained by the Company, subject to the terms and conditions of such plans, arrangements and mandatory Finnish law, and (iii) entitled to equity-based compensation as determined in the sole discretion of Encorium s board of directors.

Pursuant to the Lindevall Employment Agreement, in the event of the termination of Dr. Lindevall s employment by the Company without Cause (as defined in the Lindevall Employment Agreement) or by Dr. Lindevall for Good Reason (as defined in the Lindevall Employment Agreement) Dr. Lindevall would be entitled to (i) the payment of all accrued but unpaid base salary and benefits through the date of such termination, (ii) the payment of any accrued but unpaid bonus payable under the agreement with respect to a fiscal year of the Company ending prior to such termination, (iii) a continuation of group health coverage during the term of the agreement for Dr. Lindevall (and, to the extent covered immediately prior to the date his termination, his dependents); (iv) monthly severance payments equal to one-twelfth of his base salary as of the date of such termination continuing until the end of the term, and (v) vesting of all of Dr. Lindevall s stock options, to the extent not already vested.

If Dr. Lindevall s employment with Encorium was terminated during the term for Cause (as defined in the Employment Agreement) or as a result of his death or disability, then Encorium s obligation to Dr. Lindevall would be limited solely to the payment of (i) all accrued but unpaid base salary and benefits through the date of such termination, and (ii) the payment of any accrued but unpaid bonus payable under the agreement with respect to a fiscal year of Encorium ending prior to such termination.

The Lindevall Employment Agreement contains certain restrictive covenants that prohibit Dr. Lindevall from disclosing information that is confidential to the Company and will generally prohibit him, during the term of the agreement and for one year thereafter, from:

engaging or participating in any Competing Business (as defined in the Lindevall Employment Agreement);

becoming interested in (as owner, stockholder, lender, partner, co-venturer, director, officer, employee, agent or consultant) any person, firm, corporation, association or other entity engaged in any Competing Business;

soliciting or calling on any customer with whom Encorium shall have dealt or any prospective customer that Encorium shall have identified and solicited at any time during Dr. Lindevall s employment by Encorium;

influencing or attempting to influence any supplier, customer or potential customer of Encorium to terminate or modify any written or oral agreement or course of dealing with the Encorium; and

soliciting or hiring the employees, consultants, agents or distributors of Encorium.

Employment Agreement with Dr. Ginsberg

On December 3, 2008 Encorium Group, Inc. entered into an employment agreement with Dr. David Ginsberg (the Ginsberg Employment Agreement). Under the terms of the Ginsberg Employment Agreement, Dr. Ginsberg was to serve as Encorium s Chief Executive Officer for a term of three years. Pursuant to the Ginsberg Employment Agreement, Dr. Ginsberg was to receive an initial base salary at an annual rate of $316,000. In addition, Dr. Ginsberg was (i) entitled to participate in any benefit plans or arrangements sponsored or maintained by Encorium, subject to the terms and conditions of such plans, and (ii) entitled to bonus and equity-based compensation, as determined in the sole discretion of Encorium s board of directors. In connection with the closing of the sale of the Company s U.S. line of business to Pierrel Research USA Inc. on July 16, 2009, the board of directors of the Company requested that Dr. Ginsberg resign as Chief Executive Officer of the Company and join Pierrel as its Chief Executive Officer. On July 16, 2009 the Company entered into a Separation and Mutual Release Agreement with Dr. Ginsberg pursuant to which, in connection with Dr. Ginsberg s resignation, and in settlement of any amounts that may otherwise be due pursuant to the Ginsberg Employment Agreement and the Ginsberg Severance Agreement (defined below), the Company agreed to pay Dr. Ginsberg $250,000, payable in installments.

Agreement with Candor Partners (formerly Penn Valley Management Group, LLC)

In connection with the appointment of Philip L. Calamia as the Company s Interim Chief Financial Officer, the Company has entered into a Services Agreement with Candor Partners (formerly known as the Penn Valley Management Group, LLC) dated May 8, 2008 of which Mr. Calamia is a principal. Pursuant to the services agreement, the Company will pay compensation of $2,500 per day for Mr. Calamia s services. Either party may terminate the Agreement by providing the other with at least 30 days written notice.

Severance Agreements

Severance Agreement with Dr. Lindevall

In connection with the acquisition of Encorium Oy (formerly Remedium Oy) on November 1, 2006, the Company entered into an Executive Severance Agreement with Dr. Kai Lindevall on November 1, 2006 (the Executive Severance Agreement). The Executive Severance Agreement terminated on November 1, 2009.

The Executive Severance Agreement provided, generally, that in the event the Dr. Lindevall s employment with the Company was terminated without just cause or with good reason in connection with a Change of Control, Mr. Lindevall would be entitled to: (i) a lump sum cash payment equal three times his annual base salary; (ii) continuation of all benefits pursuant to any and all welfare benefit plans for three years (or, shorter, if substantially similar benefits are provided by the executive s new employer); (iii) outplacement services for a period of up to 12 months; (iv) the immediate vesting and exercisability of all stock options or other equity incentives; and (v) any other accrued rights.

For purposes of the Executive Severance Agreement, a Change in Control is generally deemed to have occurred in any of the following circumstances: (i) subject to certain exceptions, a person is or becomes the beneficial owner of securities representing 35% or more of the combined voting power of the Company s then

outstanding voting securities; (ii) when as a result of a stockholder vote for which proxies are solicited by any person other than the Company, or by written consent of the stockholders without a meeting, the incumbent directors cease to constitute at least a majority of the authorized number of members of the board; (iii) the Company stockholders approve a merger, reorganization or consolidation involving the Company if the voting securities of the Company immediately before such merger, reorganization or consolidation do not continue to represent at least 65% of the combined voting power of the voting securities of the surviving or resulting entity; (iv) the Company s stockholders approve a plan of complete liquidation or dissolution of the Company; or (v) the board adopts a resolution to the effect that any person has acquired effective control of the business and affairs of the Company.

Severance Agreement with Dr. Ginsberg

On December 3, 2008, the Company entered into a severance agreement with Dr. Ginsberg (the Ginsberg Severance Agreement) that was to be applicable in the event his employment with Encorium was terminated in connection with a change of control as set forth in the Ginsberg Severance Agreement. The Severance Agreement provided, generally, that in the event Dr. Ginsberg s employment with Encorium was terminated in connection with a change of control (as defined in the Severance Agreement), Dr. Ginsberg would be entitled to (i) an amount equal to between 18 months and 24 months base salary, depending on the date of such termination as set forth in the severance agreement, (ii) the continuation of all benefits pursuant to any and all welfare plans under which he or his family is eligible to receive benefits or coverage during the period which severance payments are made pursuant to section (i), above, (iii) reasonable Encorium paid outplacement assistance for a period of up to twelve months or for a longer period as Encorium may agree, and (iv) the immediate vesting and exercisability of all stock options or other equity incentives grated to Dr. Ginsberg that were not otherwise vested or exercisable. In connection with the closing of the sale of the Company s U.S. line of business to Pierrel Research USA Inc. on July 16, 2009, the board of directors of the Company requested that Dr. Ginsberg resign as Chief Executive Officer of the Company and join Pierrel as its Chief Executive Officer. On July 16, 2009 the Company entered into a Separation and Mutual Release Agreement with Dr. Ginsberg pursuant to which, in connection with Dr. Ginsberg s resignation, and in settlement of any amounts that may otherwise be due pursuant to the Ginsberg Employment Agreement and the Ginsberg Severance Agreement, the Company agreed to pay Dr. Ginsberg $250,000, payable in installments.

Equity Incentive Plans

Our 2002 Equity Incentive Plan, which we refer to as the 2002 Plan, provides for accelerated vesting of options and restricted stock awarded to employees, including the NEOs, if there is a change of control in which the plan is not continued by a successor corporation or substantially equivalent options or restricted shares, as the case may be, in a successor corporation are not provided to participants. In addition, the 2002 Plan provides for accelerated vesting with respect to options or restricted shares held by a participant who is an employee of the Company or who is providing service to the Company in the event there is a change of control if the participant is not offered substantially equivalent employment or service with the successor corporation or the participant s employment or service with the successor corporation is terminated during the six month period following the change of control. Under our Amended and Restated 1996 Stock Incentive Plan (which we refer to as the 1996 Plan) and our 2006 Stock Incentive Plan (which we refer to as the 2006 Plan), the board of directors, in its sole discretion, may cause all previously unvested options and/or restricted stock awards to become vested and/or exercisable or unrestricted, as the case may be, upon a change of control.

For purposes of our equity incentive plans, a Change in Control is generally deemed to have occurred in any of the following circumstances: (i) subject to certain exceptions, a person is or becomes the beneficial owner of securities representing 25% or more of the combined voting power of the Company s then outstanding voting securities; (ii) the Company stockholders approve a merger, reorganization or consolidation involving the Company if the stockholders of the Company immediately before such merger, reorganization or consolidation do not or will not own directly or indirectly immediately following such merger, reorganization or consolidation,

more than 50% of the combined voting power of the surviving or resulting entity in substantially the same proportions as their ownership immediately before the transaction; (iii) the Company s stockholders approve a plan of complete liquidation or dissolution of the Company; (iv) the Company s stockholders approve an agreement for the sale or other disposition of all or substantially all of the assets of the Company; or (v) the Company s stockholders accept shares in a shares exchange if the stockholders do not or will not own directly or indirectly immediately following the share exchange more than 50% of the combined voting power of the surviving or resulting entity in substantially the same proportions as their ownership before immediately before the share exchange.

Generally under our equity incentive plans, when a participant s service with the Company is terminated his or her stock options are terminated immediately, except that the options may be exercised for a period after termination (not to exceed the original option termination date) to the extent then exercisable in the following circumstances:

Disability within one year after termination

Death within one year after the date of death

Termination other than for cause-within 90 days from the date of termination

Option Repricing

On November 4, 2008, the Compensation Committee and the board of directors of the Company acted to reprice 250,000 stock options previously granted to Dr. Ginsberg to have an exercise price equal to the closing price of the Company s common stock on November 4, 2008, which was $.36 per share. The 250,000 stock options were originally granted to Dr. Ginsberg on September 8, 2008 in connection with his appointment as President and Chief Executive Officer of the Company and had an exercise price of $1.70 per share, which price reflected the then current market price of the Company s stock on the date of grant. The 250,000 options vested in full on July 16, 2009 in connection with the sale of the Company s U.S. business to Pierrel Research USA. All of the options forfeited on October 14, 2009.

Outstanding Equity Awards at Fiscal Year-End

Name	Number of Securities Underlying Unexercised Options(#) Exercisable	Number of Securities Underlying Unexercised Options(#) Unexercisable	Option Exercise Price ($)	Option Expiration Date
David Ginsberg, D.O.	5,000 [1]	10,000 [1]		
			2.67	11/12/2017
Chief Executive Officer		250,000 [1]	.36	11/04/2018
Kai Lindevall, M.D. Ph.D.				
President, Europe and Asia				
Kenneth M. Borow, M.D.	[2]	[2]		
President and Chief Medical and Strategic Development Officer				
Lawrence R. Hoffman,	[3]	[3]		
Executive Vice President, General Counsel, Secretary and Chief Financial Officer				
Philip L. Calamia		50,000 [4]	.25	12/05/2018
Interim Chief Financial Officer				

(1) Dr. Ginsberg s employment with the Company was terminated effective July 16, 2009. None of Dr. Ginsberg s options remain outstanding as of the date of this Proxy Statement.

(2) Dr. Borow s employment with the Company was terminated effective September 9, 2008. No options remained outstanding at year-end.
(3) Mr. Hoffman resigned form the Company on April 18, 2008 effective May 2, 2008. No options remained outstanding at year-end.
(4) These options are held by Candor Partners (formerly known as PVG Corporation), of which Mr. Calamia is a principal. These options became fully vested on July 16, 2009 in connection with the sale of the Company s U.S. business to Pierrel Research USA.

Related Party Transactions

Employment Agreement with Dr. Ginsberg

Dr. Ginsberg entered into an employment agreement with the Company on December 3, 2008. The terms of the Employment Agreement are summarized above under the heading Employment Agreements.

Severance Agreement with Dr. Ginsberg

The Company entered into an executive severance agreement with Dr. Ginsberg on December 3, 2008. The terms of the Executive Severance Agreement are summarized above under the heading Severance Agreements.

Repricing of Options

On November 4, 2008, the Compensation Committee and the board of directors of the Company repriced 250,000 stock options previously granted Dr. Ginsberg. See Option Repricing above.

Payments to Former Stockholders of Remedium

Pursuant to the term of an Amended and Restated Combination Agreement dated July 6, 2006 (the Combination Agreement) between the Company and the then stockholders of Encorium Oy (formerly Remedium Oy), a corporation organized under the laws of Finland (Encorium Oy), on November 1, 2006 the Company purchased all of the issued and outstanding shares of Encorium Oy. Pursuant to the terms of the Combination Agreement the persons named in the table below, formerly stockholders of Encorium Oy, have received, or are entitled to receive, the following payments of cash and Encorium shares from the Company in connection with the Company s acquisition of Encorium Oy:

Name	Relationship(s) with the Company	Number of Encorium shares received upon consummation of the business combination [1]	Number of additional Encorium shares received as earn-out shares [3]	Number of Encorium shares received as hold-back shares on November 1, 2007 [4]	Cash received upon consummation of the business combination	Additional cash received on March 30, 2007	Number of Encorium shares subject to Encorium Oy options upon consummation of the business combination [5]
Dr. Kai Lindevall	President, Europe and Asia director, 5% stockholder	1,044,116	281,630	281,630	$ 1,591,176.12	$ 1,431,586.26	48,099
Agneta Lindevall	Wife of Dr. Kai Lindevall	135,146	26,370	26,730	177,238.81		
Jan Lilja	Stockholder	909,762	121,302	121,302			
Petri Manninen	Director	232,814 [2]	40,589 [2]	40,589 [2]	202,629.85 [2]		48,099
Sven Erik-Nilsson	Stockholder	1,017,351	135,647	135,647			

(1) If valued at $2.83 per share, representing the price per share at which the former Encorium Oy stockholders received shares of Encorium

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common stock upon the closing of the Combination Agreement on November 1, 2006, the value of the shares received upon consummation of the business combination by each person is as follows: Kai Lindevall $2,954,849; Agneta Lindevall $382,464; Petri Manninen $658,864 (see note 2, below); Jan Lilja $2,574,627; and Sven Erik-Nilsson $2,879,104. If valued at $3.58 per share, representing the closing price of Encorium common stock on November 1, 2006, the value of the shares received by each person is as follows: Kai Lindevall $3,737,936; Agneta Lindevall $483,823; Jan Lilja $3,256,948; Petri Manninen $833,475 (see note 2, below); and Sven Erik-Nilsson $3,642,117.

(2) Mr. Manninen is the managing director of NTGLT Pharma BVBA, a former stockholder of Encorium Oy. Amounts shown have been received or are entitled to be received by NTGLT Pharma BVBA and not by Mr. Manninen directly.

(3) If valued at $2.83 per share, representing the price per share at which the former Encorium Oy stockholders received shares of Encorium common stock upon the closing of the Combination Agreement on November 1, 2006, the value of the earn-out shares received by each person is as follows: Kai Lindevall $797,013; Agneta Lindevall $74,628; Jan Lilja $343,285; Petri Manninen $114,867 (see note 2, above); and Sven Erik-Nilsson $383,881. If valued at $3.30 per share, representing the closing price of Encorium common stock on March 27, 2006, the date the earn-out shares were issued, the value of the earn-out shares received by each person is as follows: Kai Lindevall $929,379; Agneta Lindevall $88,209; Jan Lilja $305,681; Petri Manninen $133,984 (see note 2, above) and Sven Erik-Nilsson $447,636.

(4) If valued at $2.83 per share, representing the price per share at which the former Encorium Oy stockholders received shares of Encorium common stock upon the closing of the Combination Agreement on November 1, 2006, the value of the hold-back shares received by each person is as follows: Kai Lindevall $797,013; Agneta Lindevall $74,628; Petri Manninen $114,867 (see note 2, above); Jan Lilja $343,285; and Sven Erik-Nilsson $383,881. If valued at $2.52 per share, representing the closing price of Encorium common stock on November 1, 2007, the date the hold back shares were issued, the value of the earn-out shares received by each person is as follows: Kai Lindevall $709,707; Agneta Lindevall $67,360; Jan Lilja $400,297; Petri Manninen $133,984 (see note 2, above); and Sven Erik Nilsson $447,636. If valued at $3.30 per share, representing the closing price of Encorium common stock on March 27, 2007, the date the earn out shares were issued, the value of the earn-out shares received by each person is as follows: Kai Lindevall $929,379; Agneta Lindevall $88,209; Jan Lilja $305,681; Petri Manninen $102,284 (see note 2, above); and Sven Erik-Nilsson $341,830.

(5) Prior to the Company s acquisition of Encorium Oy on November 1, 2006, Dr. Lindevall and Mr. Manninen each held options to purchase 120 shares of Encorium Oy at an exercise price of EUR 750 per share. Pursuant to the terms of an option exchange agreement, upon the consummation of the Company s acquisition of Encorium Oy on November 1, 2006, the options held by Dr. Lindevall and Mr. Manninen remained outstanding. However, upon exercise of his Encorium Oy options, each became entitled to receive, in lieu of the Encorium Oy shares otherwise issuable upon such exercise, approximately 400.82 Encorium shares for each Encorium Oy share otherwise issuable upon the exercise of the Encorium options (or approximately 48,099 shares of Encorium stock, assuming the exercise of his options for all 120 Encorium Oy shares). The EUR 750 exercise price per Encorium Oy share would represent an exercise price per Encorium share of $2.39, based on the exchange rate into the U.S. Dollar of the Euro designated by the Federal Reserve Bank of New York as of November 1, 2006. Mr. Manninen exercised all of the options held by him on July 25, 2007. The EUR 750 exercise price per Encorium Oy share represented an exercise price per Encorium share of $2.57, based on the exchange rate into the U.S. Dollar of the Euro designated by the Federal Reserve Bank of New York as of July 25, 2007.

IMPORTANT INFORMATION CONCERNING ENCORIUM GROUP, INC.

Financial Statements

Our financial statements for the year ended December 31, 2008 are included in the Annual Report to Stockholders which is being delivered to stockholders with this Proxy Statement and the Quarterly Reports on Forms 10-Q for the quarterly periods ended March 31, 2009, June 30, 2009, and September 30, 2009 which are attached as *Annex C*, *Annex D and Annex E*, respectively, to this Proxy Statement

Managements Discussion and Analysis of Financial Condition and Results of Operations

Management s discussion and analysis of financial condition and results of operations is included in the Annual Report to Stockholders which is being delivered to stockholders with this Proxy Statement and the Quarterly Reports on Forms 10-Q for the quarterly periods ended March 31, 2009, June 30, 2009, and September 30, 2009 which are attached as *Annex C*, *Annex D and Annex E*, respectively, to this Proxy Statement

Quantitative and Qualitative Disclosures about Market Risk

Our quantitative and qualitative disclosures about market risk are included in the Annual Report to Stockholders which is being delivered to stockholders with this Proxy Statement and the Quarterly Reports on Forms 10-Q for the quarterly periods ended March 31, 2009, June 30, 2009, and September 30, 2009 which are attached as *Annex C*, *Annex D and Annex E*, respectively, to this Proxy Statement

Stockholder Proposals

The annual meeting of Encorium s stockholders, which is generally held in June each year, was delayed this year. Given this delay it is management s current intention that the 2009 Annual Meeting of Stockholders will be delayed until October, 2010 and that the definitive proxy soliciting material for the meeting will first be mailed on or about September 1, 2010. Accordingly, any stockholder proposal intended to be presented at Encorium s 2009 Annual Meeting of Stockholders must be received by Encorium at its office in Berwyn, Pennsylvania on or before May 4, 2010 in order to be considered for inclusion in the Company s proxy statement and form of proxy relating to such meeting. If a stockholder proposal to be considered at next year s meeting, but not included in the proxy statement, is not received by us on or before July 19, 2010, the persons appointed as proxies may exercise their discretionary voting authority with respect to the proposal. All proposals should be submitted in writing to Encorium Group, Inc. 400 Berwyn Park, 899 Cassatt Road, Suite 115, Berwyn, Pennsylvania 19312 Attention: Counsel.

Where You Can Find More Information

We are subject to the reporting requirements of the Exchange Act and we file annual, quarterly and current reports, proxy statements and other information with the SEC. You may read and copy the reports, proxy statements and other information that we file at the SEC s Public Reference Room at 100 F Street NE, Washington, D.C. 20549 at prescribed rates. Information on the operation of the Public Reference Room may be obtained by calling the SEC at 1-800-SEC-0330. Our filings are also available free of charge at the SEC s website at *http://www.sec.gov* .

You should rely only on the information contained in this Proxy Statement. No one has been authorized to provide you with information that is different from what is contained in this Proxy Statement. The date of this Proxy Statement is December 14, 2009. You should not assume that the information contained in this Proxy Statement is accurate as of any date other than that date. The mailing of this Proxy Statement will not create any implication to the contrary.

OTHER BUSINESS

Our board of directors does not presently intend to bring any other business before the Annual Meeting, and, so far as is known to our board of directors, no matters are to be brought before the Annual Meeting except as specified in the Notice of the Special Meeting. As to any business that may properly come before the Special Meeting, however, it is intended that proxies, in the form enclosed, will be voted in respect thereof in accordance with the judgment of the persons voting such proxies.

By Order of the Board of Directors

Kai Lindevall

President, Europe and Asia

Berwyn, Pennsylvania

December 10, 2009

IMPORTANT

Whether or not you plan to attend the Annual Meeting, please vote as promptly as possible. If a quorum is not reached, we will have the added expense of re-issuing these proxy materials. If you attend the Annual Meeting and so desire, you may withdraw your proxy and vote in person.

Thank you for acting promptly.

ANNEX A

CERTIFICATE OF AMENDMENT

OF

CERTIFICATE OF INCORPORATION

OF

ENCORIUM GROUP, INC.,

A DELAWARE CORPORATION

ENCORIUM GROUP, INC., a Delaware corporation organized and existing under and by virtue of the Delaware General Corporation Law (hereinafter referred to as the Corporation), hereby certifies as follows:

1. That at a meeting of the Board of Directors of the Corporation resolutions were duly adopted setting forth a proposed amendment of the Certificate of Incorporation of the Corporation, declaring said amendment to be advisable and directing said amendment to be submitted to the stockholders of the Corporation at the 2009 Annual Meeting. The resolutions set forth the proposed amendment as follows:

RESOLVED, that ARTICLE 4 of the Certificate of Incorporation of the Corporation be amended by adding the following paragraph at the end thereof:

Reverse Stock Split.

Effective as of the close of business on the filing date of this Certificate of Amendment with the Secretary of State of the State of Delaware (the Effective Time), every [insert number ranging from three to ten] outstanding shares of Common Stock, par value $0.001, of the Corporation issued and outstanding or held in the treasury of the Corporation as of the close of business on , 200 will automatically be combined, reclassified and changed into one (1) fully paid and non-assessable share of Common Stock, par value $0.001, without any further action by the holders of such shares; provided, however, that no fractional shares shall be issued. Stockholders who would otherwise be entitled to a fractional share will receive one whole share of common stock in lieu of such fraction. No other exchange, reclassification or cancellation of issued shares shall be affected by this Amendment.

2. That thereafter, pursuant to resolution of the Board of Directors, an Annual Meeting of the stockholders of the Corporation was duly called and held, upon notice in accordance with Section 222 of the Delaware General Corporation Law, at which Annual Meeting the necessary number of shares as required by statute were voted in favor of the amendment.

3. That said amendment was duly adopted in accordance with the provisions of Section 242 of the Delaware General Corporation Law of the State of Delaware.

IN WITNESS WHEREOF, the Corporation has caused this Certificate of Amendment to be executed by Kai Lindevall, Executive Chairman and President, Europe and Asia, and attested to by Philip L. Calamia, its Chief Financial Officer, this day of , 200 .

ENCORIUM GROUP, INC,

a Delaware corporation

By:_____

Kai Lindevall, President,
Europe and Asia

ATTEST:

Philip L. Calamia, Chief Financial Officer

ANNEX B

NEITHER THE ISSUANCE AND SALE OF THE SECURITIES REPRESENTED BY THIS CERTIFICATE NOR THE SECURITIES INTO WHICH THESE SECURITIES ARE EXERCISABLE HAVE BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED, OR APPLICABLE STATE SECURITIES LAWS. THE SECURITIES MAY NOT BE OFFERED FOR SALE, SOLD, TRANSFERRED OR ASSIGNED (I) IN THE ABSENCE OF (A) AN EFFECTIVE REGISTRATION STATEMENT FOR THE SECURITIES UNDER THE SECURITIES ACT OF 1933, AS AMENDED, OR (B) AN OPINION OF COUNSEL (WHICH COUNSEL SHALL BE REASONABLY ACCEPTABLE TO ISSUER), IN A GENERALLY ACCEPTABLE FORM, THAT REGISTRATION IS NOT REQUIRED UNDER SAID ACT OR (II) UNLESS SOLD PURSUANT TO RULE 144 OR RULE 144A UNDER SAID ACT. NOTWITHSTANDING THE FOREGOING, THE SECURITIES MAY BE PLEDGED IN CONNECTION WITH A BONA FIDE MARGIN ACCOUNT OR OTHER LOAN OR FINANCING ARRANGEMENT SECURED BY THE SECURITIES.

ENCORIUM GROUP, INC.

WARRANT TO PURCHASE COMMON STOCK

Warrant No.:

Number of Shares of Common Stock:

Date of Issuance: October , 2009 (**Issuance Date**)

ENCORIUM GROUP, INC., a Delaware corporation (the **Company**), hereby certifies that, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, , the registered holder hereof or its permitted assigns (the **Holder**), is entitled, subject to the terms set forth below, to purchase from the Company, at the Exercise Price (as defined below) then in effect, upon surrender of this Warrant to Purchase Common Stock (including any Warrants to Purchase Common Stock issued in exchange, transfer or replacement hereof, the **Warrant**), at any time or times on or the date hereof (the Exercisability Date), but not after 11:59 p.m., New York time, on the Expiration Date (as defined below), fully paid nonassessable shares of Common Stock (as defined below) (the **Warrant Shares**). Except as otherwise defined herein, capitalized terms in this Warrant shall have the meanings set forth in Section 15. This Warrant is the warrant to purchase Common Stock issued in exchange for the Original Warrant, dated as of May 9, 2007, pursuant those certain Warrant Exchange Agreements (the Warrant Exchange Agreement), by and among the Company and the Holders named therein (collectively, the Exchange Warrants). The Original Warrant was issued pursuant to that certain Securities Purchase Agreement, dated as of May 8, 2007 among the Company and the investors referred to therein (the **Securities Purchase Agreement**).

1. EXERCISE OF WARRANT.

(a) Mechanics of Exercise. Subject to the terms and conditions hereof (including, without limitation, the limitations set forth in Section 1(f)), this Warrant may be exercised by the Holder on any day on or after the Exercisabilty Date, in whole or in part, by (i) delivery of a written notice, in the form attached hereto as Exhibit A (the **Exercise Notice**), of the Holder s election to exercise this Warrant and (ii) (A) payment to the Company of an amount equal to the applicable Exercise Price multiplied by the number of Warrant Shares as to which this Warrant is being exercised (the **Aggregate Exercise Price**) in cash or by wire transfer of immediately available funds or (B) by notifying the Company that this Warrant is being exercised pursuant to a Cashless Exercise (as defined in Section 1(d)). The Holder shall not be required to deliver the original Warrant in order to effect an exercise hereunder, but shall deliver the original Warrant to the Company promptly following such exercise. Execution and delivery of the Exercise Notice with respect to less than all of the Warrant Shares shall have the same effect as cancellation of the original Warrant and issuance of a new Warrant evidencing the right to purchase the remaining number of Warrant Shares. On or before the first (1st) Business Day following the date on which the Company has received each of the Exercise Notice and the Aggregate Exercise Price (or notice of a Cashless Exercise) (the **Exercise Delivery Documents**), the Company shall transmit by facsimile an acknowledgment of confirmation of receipt of the Exercise Delivery Documents to the Holder and the

Company s transfer agent (the **Transfer Agent**). On or before the third (3rd) Business Day following the date on which the Company has received all of the Exercise Delivery Documents (the **Share Delivery Date**), the Company shall (X) provided that the Transfer Agent is participating in The Depository Trust Company (**DTC**) Fast Automated Securities Transfer Program, upon the request of the Holder, credit such aggregate number of Warrant Shares to which the Holder is entitled pursuant to such exercise to the Holder s or its designee s balance account with DTC through its Deposit Withdrawal Agent Commission system, or (Y) if the Transfer Agent is not participating in the DTC Fast Automated Securities Transfer Program, issue and dispatch by overnight courier to the address as specified in the Exercise Notice, a certificate, registered in the Company s share register in the name of the Holder or its designee, for the number of shares of Common Stock to which the Holder is entitled pursuant to such exercise. Upon delivery of the Exercise Delivery Documents, the Holder shall be deemed for all corporate purposes to have become the holder of record of the Warrant Shares with respect to which this Warrant has been exercised, irrespective of the date such Warrant Shares are credited to the Holder s DTC account or the date of delivery of the certificates evidencing such Warrant Shares, as the case may be. If this Warrant is submitted in connection with any exercise pursuant to this Section 1(a) and the number of Warrant Shares represented by this Warrant submitted for exercise is greater than the number of Warrant Shares being acquired upon an exercise, then the Company shall as soon as practicable and in no event later than three Business Days after any exercise and at its own expense, issue a new Warrant (in accordance with Section 7(d)) representing the right to purchase the number of Warrant Shares purchasable immediately prior to such exercise under this Warrant, less the number of Warrant Shares with respect to which this Warrant is exercised. No fractional shares of Common Stock are to be issued upon the exercise of this Warrant, but rather the number of shares of Common Stock to be issued shall be rounded up to the nearest whole number. The Company shall pay any and all taxes which may be payable with respect to the issuance and delivery of Warrant Shares upon exercise of this Warrant.

(b) Exercise Price. For purposes of this Warrant, **Exercise Price** means $0.40, subject to adjustment as provided herein.

(c) Company s Failure to Timely Deliver Securities. If the Company shall fail for any reason or for no reason to issue to the Holder within three (3) Business Days of receipt of the Exercise Delivery Documents, a certificate for the number of shares of Common Stock to which the Holder is entitled and register such shares of Common Stock on the Company s share register or to credit the Holder s balance account with DTC for such number of shares of Common Stock to which the Holder is entitled upon the Holder s exercise of this Warrant**,** and if on or after such Trading Day the Holder purchases (in an open market transaction or otherwise) shares of Common Stock to deliver in satisfaction of a sale by the Holder of shares of Common Stock issuable upon such exercise that the Holder anticipated receiving from the Company (a **Buy-In**), then the Company shall, within three (3) Business Days after the Holder s request and in the Holder s discretion, either (i) pay cash to the Holder in an amount equal to the Holder s total purchase price (including brokerage commissions, if any) for the shares of Common Stock so purchased (the **Buy-In Price**), at which point the Company s obligation to deliver such certificate (and to issue such Warrant Shares) shall terminate, or (ii) promptly honor its obligation to deliver to the Holder a certificate or certificates representing such Warrant Shares and pay cash to the Holder in an amount equal to the excess (if any) of the Buy-In Price over the product of (A) such number of shares of Common Stock, times (B) the Closing Bid Price on the date of exercise.

(d) Cashless Exercise. Notwithstanding anything contained herein to the contrary, the Holder may, in its sole discretion, exercise this Warrant in whole or in part and, in lieu of making the cash payment otherwise contemplated to be made to the Company upon such exercise in payment of the Aggregate Exercise Price, elect instead to receive upon such exercise the Net Number of shares of Common Stock determined according to the following formula (a **Cashless Exercise**):

Net Number = $\frac{(A \times B) \quad (A \times C)}{B}$

For purposes of the foregoing formula:

A= the total number of shares with respect to which this Warrant is then being exercised.

B= the Weighted Average Price of the shares of Common Stock (as reported by Bloomberg) for the five (5) consecutive Trading Days ending on the date immediately preceding the date of the Exercise Notice.

C= the Exercise Price then in effect for the applicable Warrant Shares at the time of such exercise.

(e) Disputes. In the case of a dispute as to the determination of the Exercise Price or the arithmetic calculation of the Warrant Shares, the Company shall promptly issue to the Holder the number of Warrant Shares that are not disputed and resolve such dispute in accordance with Section 12.

(f) Limitations on Exercises.

(1) Beneficial Ownership. The Company shall not effect the exercise of this Warrant, and the Holder shall not have the right to exercise this Warrant, to the extent that after giving effect to such exercise, such Person (together with such Person s affiliates) would beneficially own in excess of 4.99% of the shares of Common Stock outstanding immediately after giving effect to such exercise. For purposes of the foregoing sentence, the aggregate number of shares of Common Stock beneficially owned by such Person and its affiliates shall include the number of shares of Common Stock issuable upon exercise of this Warrant with respect to which the determination of such sentence is being made, but shall exclude shares of Common Stock which would be issuable upon (i) exercise of the remaining, unexercised portion of this Warrant beneficially owned by such Person and its affiliates and (ii) exercise or conversion of the unexercised or unconverted portion of any other securities of the Company beneficially owned by such Person and its affiliates (including, without limitation, any convertible notes or convertible preferred stock or warrants) subject to a limitation on conversion or exercise analogous to the limitation contained herein. Except as set forth in the preceding sentence, for purposes of this paragraph, beneficial ownership shall be calculated in accordance with Section 13(d) of the Securities Exchange Act of 1934, as amended. For purposes of this Warrant, in determining the number of outstanding shares of Common Stock, the Holder may rely on the number of outstanding shares of Common Stock as reflected in (1) the Company s most recent Form 10-K, Form 10-Q, Current Report on Form 8-K or other public filing with the Securities and Exchange Commission, as the case may be, (2) a more recent public announcement by the Company or (3) any other notice by the Company or the Transfer Agent setting forth the number of shares of Common Stock outstanding. For any reason at any time, upon the written or oral request of the Holder, the Company shall within one Business Day confirm orally and in writing to the Holder the number of shares of Common Stock then outstanding. In any case, the number of outstanding shares of Common Stock shall be determined after giving effect to the conversion or exercise of securities of the Company, including the Warrants, by the Holder and its affiliates since the date as of which such number of outstanding shares of Common Stock was reported. By written notice to the Company, the Holder may from time to time increase or decrease the Maximum Percentage to any other percentage not in excess of 9.99% specified in such notice; provided that (i) any such increase will not be effective until the sixty-first (61st) day after such notice is delivered to the Company, and (ii) any such increase or decrease will apply only to the Holder and not to any other holder of Warrants.

(2) Principal Market Regulation. The Company will not issue any shares of Common Stock upon exercise of this Warrant and no Holder shall be entitled to receive any shares of Common Stock if the issuance of such shares of Common Stock would exceed that number of shares of Common Stock which the Company may issue upon exercise of the Exchange Warrants or otherwise without breaching the Company s obligations under any applicable rules or regulations of any applicable Eligible Market (the **Exchange Cap**) (the Company and the Holder acknowledge that, as of the Issuance Date, as a result of the Exchange Cap, no shares of Common Stock may be issued pursuant to the Warrant), except that such limitation shall not apply in the event that the Company

(A) obtains the approval of its stockholders as required by the applicable rules of the Eligible Market for issuances of shares of Common Stock in excess of such amount or (B) obtains a written opinion from outside counsel to the Company that such approval is not required, which opinion shall be reasonably satisfactory to the Holder. Until such approval or written opinion is obtained, no Holder shall be issued in the aggregate, upon exercise of any Exchange Warrants, shares of Common Stock in an amount greater than the product of the Exchange Cap multiplied by a fraction, the numerator of which is the total number of shares of Common Stock underlying the Exchange Warrants issued to such Holder pursuant to the Warrant Exchange Agreements on the Issuance Date and the denominator of which is the aggregate number of shares of Common Stock underlying the Exchange Warrants issued to the Holders pursuant to the Warrant Exchange Agreements on the Issuance Date (with respect to each Holder, the **Exchange Cap Allocation**). In the event that any Holder shall sell or otherwise transfer any of such Holder s Exchange Warrants, the transferee shall be allocated a pro rata portion of such Holder s Exchange Cap Allocation, and the restrictions of the prior sentence shall apply to such transferee with respect to the portion of the Exchange Cap Allocation allocated to such transferee. In the event that any holder of Exchange Warrants shall exercise all of such holder s Exchange Warrants into a number of shares of Common Stock which, in the aggregate, is less than such holder s Exchange Cap Allocation, then the difference between such holder s Exchange Cap Allocation and the number of shares of Common Stock actually issued to such holder shall be allocated to the respective Exchange Cap Allocations of the remaining holders of Exchange Warrants on a pro rata basis in proportion to the shares of Common Stock underlying the Exchange Warrants then held by each such holder. In the event that after the Stockholder Meeting Deadline (as defined in the Warrant Exchange Agreement), the Company is prohibited from issuing any Warrant Shares for which an Exercise Notice has been received as a result of the operation of this Section 1(f)(2), the Company shall pay cash in exchange for cancellation of such Warrant Shares, at a price per Warrant Share equal to the amount, if any, by which the Weighted Average Price exceeds the Exercise Price as of the date of the attempted exercise.

(g) Insufficient Authorized Shares. If at any time while any of the Warrants remain outstanding the Company does not have a sufficient number of authorized and unreserved shares of Common Stock to satisfy its obligation to reserve for issuance upon exercise of the Warrants at least a number of shares of Common Stock equal to (the **Required Reserve Amount**) the number of shares of Common Stock as shall from time to time be necessary to effect the exercise of all of the Warrants then outstanding (an **Authorized Share Failure**), then the Company shall immediately take all action necessary to increase the Company s authorized shares of Common Stock to an amount sufficient to allow the Company to reserve the Required Reserve Amount for the Warrants then outstanding. Without limiting the generality of the foregoing sentence, as soon as practicable after the date of the occurrence of an Authorized Share Failure, but in no event later than sixty (60) days after the occurrence of such Authorized Share Failure, the Company shall hold a meeting of its stockholders for the approval of an increase in the number of authorized shares of Common Stock. In connection with such meeting, the Company shall provide each stockholder with a proxy statement and shall use its best efforts to solicit its stockholders approval of such increase in authorized shares of Common Stock and to cause its board of directors to recommend to the stockholders that they approve such proposal.

2. ADJUSTMENT OF EXERCISE PRICE AND NUMBER OF WARRANT SHARES. The Exercise Price and the number of Warrant Shares shall be adjusted from time to time as follows:

(a) Adjustment upon Issuance of shares of Common Stock. If and whenever on or after the Issuance Date the Company issues or sells, or in accordance with this Section 2 is deemed to have issued or sold, any shares of Common Stock (including the issuance or sale of shares of Common Stock owned or held by or for the account of the Company, but excluding shares of Common Stock deemed to have been issued by the Company in connection with any Excluded Securities (as defined in the Securities Purchase Agreement) for a consideration per share (the **New Issuance Price**) less than a price (the **Applicable Price**) equal to the Exercise Price in effect immediately prior to such issue or sale or deemed issuance or sale (the foregoing a **Dilutive Issuance**), then immediately after such Dilutive Issuance, the Exercise Price then in effect shall be reduced to an amount equal to the New Issuance Price. Upon each such adjustment of the Exercise Price hereunder, the number of Warrant Shares shall be adjusted to the number of shares of Common Stock determined by multiplying the

Exercise Price in effect immediately prior to such adjustment by the number of Warrant Shares acquirable upon exercise of this Warrant immediately prior to such adjustment and dividing the product thereof by the Exercise Price resulting from such adjustment. For purposes of determining the adjusted Exercise Price under this Section 2(a), the following shall be applicable:

(i) Issuance of Options. If the Company in any manner grants any Options and the lowest price per share for which one share of Common Stock is issuable upon the exercise of any such Option or upon conversion, exercise or exchange of any Convertible Securities issuable upon exercise of any such Option is less than the Applicable Price, then such share of Common Stock shall be deemed to be outstanding and to have been issued and sold by the Company at the time of the granting or sale of such Option for such price per share. For purposes of this Section 2(a)(i), the lowest price per share for which one share of Common Stock is issuable upon exercise of such Options or upon conversion, exercise or exchange of such Convertible Securities issuable upon exercise of any such Option shall be equal to the sum of the lowest amounts of consideration (if any) received or receivable by the Company with respect to any one share of Common Stock upon the granting or sale of the Option, upon exercise of the Option and upon conversion, exercise or exchange of any Convertible Security issuable upon exercise of such Option. No further adjustment of the Exercise Price or number of Warrant Shares shall be made upon the actual issuance of such shares of Common Stock or of such Convertible Securities upon the exercise of such Options or upon the actual issuance of such shares of Common Stock upon conversion, exercise or exchange of such Convertible Securities.

(ii) Issuance of Convertible Securities. If the Company in any manner issues or sells any Convertible Securities and the lowest price per share for which one share of Common Stock is issuable upon the conversion, exercise or exchange thereof is less than the Applicable Price, then such share of Common Stock shall be deemed to be outstanding and to have been issued and sold by the Company at the time of the issuance or sale of such Convertible Securities for such price per share. For the purposes of this Section 2(a)(ii), the lowest price per share for which one share of Common Stock is issuable upon the conversion, exercise or exchange thereof shall be equal to the sum of the lowest amounts of consideration (if any) received or receivable by the Company with respect to one share of Common Stock upon the issuance or sale of the Convertible Security and upon conversion, exercise or exchange of such Convertible Security. No further adjustment of the Exercise Price or number of Warrant Shares shall be made upon the actual issuance of such shares of Common Stock upon conversion, exercise or exchange of such Convertible Securities, and if any such issue or sale of such Convertible Securities is made upon exercise of any Options for which adjustment of this Warrant has been or is to be made pursuant to other provisions of this Section 2(a), no further adjustment of the Exercise Price or number of Warrant Shares shall be made by reason of such issue or sale.

(iii) Change in Option Price or Rate of Conversion. If the purchase price provided for in any Options, the additional consideration, if any, payable upon the issue, conversion, exercise or exchange of any Convertible Securities, or the rate at which any Convertible Securities are convertible into or exercisable or exchangeable for shares of Common Stock increases or decreases at any time, the Exercise Price and the number of Warrant Shares in effect at the time of such increase or decrease shall be adjusted to the Exercise Price and the number of Warrant Shares which would have been in effect at such time had such Options or Convertible Securities provided for such increased or decreased purchase price, additional consideration or increased or decreased conversion rate, as the case may be, at the time initially granted, issued or sold. For purposes of this Section 2(a)(iii), if the terms of any Option or Convertible Security that was outstanding as of the date of issuance of this Warrant are increased or decreased in the manner described in the immediately preceding sentence, then such Option or Convertible Security and the shares of Common Stock deemed issuable upon exercise, conversion or exchange thereof shall be deemed to have been issued as of the date of such increase or decrease. No adjustment pursuant to this Section 2(a) shall be made if such adjustment would result in an increase of the Exercise Price then in effect or a decrease in the number of Warrant Shares.

(iv) Calculation of Consideration Received. In case any Option is issued in connection with the issue or sale of other securities of the Company, together comprising one integrated transaction, (x) the Options will be deemed to have been issued for the fair market value of such Options and (y) the other securities issued or sold in such integrated transaction shall be deemed to have been issued for the difference of (I) the aggregate consideration received by the Company, less (II) the fair market value of such Options. If any shares of Common Stock, Options or Convertible Securities are issued or sold or deemed to have been issued or sold for cash, the consideration received therefor will be deemed to be the net amount received by the Company therefor. If any shares of Common Stock, Options or Convertible Securities are issued or sold for a consideration other than cash, the amount of such consideration received by the Company will be the fair value of such consideration, except where such consideration consists of securities, in which case the amount of consideration received by the Company will be the Closing Sale Price of such security on the date of receipt. If any shares of Common Stock, Options or Convertible Securities are issued to the owners of the non-surviving entity in connection with any merger in which the Company is the surviving entity, the amount of consideration therefor will be deemed to be the fair value of such portion of the net assets and business of the non-surviving entity as is attributable to such shares of Common Stock, Options or Convertible Securities, as the case may be. The fair value of any consideration other than cash or securities will be determined jointly by the Company and the Holder. If such parties are unable to reach agreement within ten (10) days after the occurrence of an event requiring valuation (the **Valuation Event**), the fair value of such consideration will be determined within five (5) Business Days after the tenth (10th) day following the Valuation Event by an independent, reputable appraiser jointly selected by the Company and the Holder. The determination of such appraiser shall be final and binding upon all parties absent manifest error and the fees and expenses of such appraiser shall be borne by the Company.

(v) Record Date. If the Company takes a record of the holders of shares of Common Stock for the purpose of entitling them (A) to receive a dividend or other distribution payable in shares of Common Stock, Options or in Convertible Securities or (B) to subscribe for or purchase shares of Common Stock, Options or Convertible Securities, then such record date will be deemed to be the date of the issue or sale of the shares of Common Stock deemed to have been issued or sold upon the declaration of such dividend or the making of such other distribution or the date of the granting of such right of subscription or purchase, as the case may be.

(b) Adjustment upon Subdivision or Combination of Common Stock. If the Company at any time on or after the Subscription Date subdivides (by any stock split, stock dividend, recapitalization or otherwise) one or more classes of its outstanding shares of Common Stock into a greater number of shares, the Exercise Price in effect immediately prior to such subdivision will be proportionately reduced and the number of Warrant Shares will be proportionately increased. If the Company at any time on or after the Subscription Date combines (by combination, reverse stock split or otherwise) one or more classes of its outstanding shares of Common Stock into a smaller number of shares, the Exercise Price in effect immediately prior to such combination will be proportionately increased and the number of Warrant Shares will be proportionately decreased. Any adjustment under this Section 2(b) shall become effective at the close of business on the date the subdivision or combination becomes effective.

(c) Other Events. If any event occurs of the type contemplated by the provisions of this Section 2 but not expressly provided for by such provisions (including, without limitation, the granting of stock appreciation rights, phantom stock rights or other rights with equity features), then the Company s Board of Directors will make an appropriate adjustment in the Exercise Price and the number of Warrant Shares so as to protect the rights of the Holder; provided that no such adjustment pursuant to this Section 2(c) will increase the Exercise Price or decrease the number of Warrant Shares as otherwise determined pursuant to this Section 2.

3. RIGHTS UPON DISTRIBUTION OF ASSETS. If the Company shall declare or make any dividend or other distribution of its assets (or rights to acquire its assets) to holders of shares of Common Stock, by way of return of capital or otherwise (including, without limitation, any distribution of cash, stock or other securities, property or options by way of a dividend, spin off, reclassification, corporate rearrangement, scheme of arrangement or other similar transaction) (a **Distribution**), at any time after the issuance of this Warrant, then, in each such case:

(a) any Exercise Price in effect immediately prior to the close of business on the record date fixed for the determination of holders of shares of Common Stock entitled to receive the Distribution shall be reduced, effective as of the close of business on such record date, to a price determined by multiplying such Exercise Price by a fraction of which (i) the numerator shall be the Closing Bid Price of the shares of Common Stock on the Trading Day immediately preceding such record date minus the value of the Distribution (as determined in good faith by the Company s Board of Directors) applicable to one share of shares of Common Stock, and (ii) the denominator shall be the Closing Bid Price of the shares of Common Stock on the Trading Day immediately preceding such record date; and

(b) the number of Warrant Shares shall be increased to a number of shares equal to the number of shares of Common Stock obtainable immediately prior to the close of business on the record date fixed for the determination of holders of shares of Common Stock entitled to receive the Distribution multiplied by the reciprocal of the fraction set forth in the immediately preceding paragraph (a); provided that in the event that the Distribution is of shares of Common Stock (or common stock) (**Other Shares of Common Stock**) of a company whose common shares are traded on a national securities exchange or a national automated quotation system, then the Holder may elect to receive a warrant to purchase Other Shares of Common Stock in lieu of an increase in the number of Warrant Shares, the terms of which shall be identical to those of this Warrant, except that such warrant shall be exercisable into the number of shares of Other Shares of Common Stock that would have been payable to the Holder pursuant to the Distribution had the Holder exercised this Warrant immediately prior to such record date and with an aggregate exercise price equal to the product of the amount by which the exercise price of this Warrant was decreased with respect to the Distribution pursuant to the terms of the immediately preceding paragraph (a) and the number of Warrant Shares calculated in accordance with the first part of this paragraph (b).

4. PURCHASE RIGHTS; FUNDAMENTAL TRANSACTIONS.

(a) Purchase Rights. In addition to any adjustments pursuant to Section 2 above, if at any time the Company grants, issues or sells any Options, Convertible Securities or rights to purchase stock, warrants, securities or other property pro rata to the record holders of any class of shares of Common Stock (the **Purchase Rights**), then the Holder will be entitled to acquire, upon the terms applicable to such Purchase Rights, the aggregate Purchase Rights which the Holder could have acquired if the Holder had held the number of shares of Common Stock acquirable upon complete exercise of this Warrant (without regard to any limitations on the exercise of this Warrant) immediately before the date on which a record is taken for the grant, issuance or sale of such Purchase Rights, or, if no such record is taken, the date as of which the record holders of shares of Common Stock are to be determined for the grant, issue or sale of such Purchase Rights.

(b) Fundamental Transactions. The Company shall not enter into or be party to a Fundamental Transaction unless either (i) (A) the Successor Entity assumes in writing all of the obligations of the Company under this Warrant and the other Transaction Documents in accordance with the provisions of this Section (4)(b) pursuant to written agreements in form and substance reasonably satisfactory to the Holder (such approval not to be unreasonably withheld) prior to such Fundamental Transaction, including agreements to deliver to each holder of Warrants in exchange for such Warrants a security of the Successor Entity evidenced by a written instrument substantially similar in form and substance to this Warrant, including, without limitation, an adjusted exercise price equal to the value for the shares of Common Stock reflected by the terms of such Fundamental Transaction, and exercisable for a corresponding number of shares of capital stock equivalent to the shares of

Common Stock acquirable and receivable upon exercise of this Warrant (without regard to any limitations on the exercise of this Warrant) prior to such Fundamental Transaction, and satisfactory to the Holder and (B) the Successor Entity (including its Parent Entity) is a publicly traded corporation whose common stock is quoted on or listed for trading on an Eligible Market (a Successor Public Company) or (ii) the Holder is given the rights set forth in Section 4(c) below. Upon the occurrence of any Fundamental Transaction with respect to which Section 4(b)(i) is applicable, the Successor Entity shall succeed to, and be substituted for (so that from and after the date of such Fundamental Transaction, the provisions of this Warrant referring to the Company shall refer instead to the Successor Entity), and may exercise every right and power of the Company and shall assume all of the obligations of the Company under this Warrant with the same effect as if such Successor Entity had been named as the Company herein. Upon consummation of the Fundamental Transaction with respect to which Section 4(b)(i) is applicable, the Successor Entity shall deliver to the Holder confirmation that there shall be issued upon exercise of this Warrant at any time after the consummation of the Fundamental Transaction, in lieu of the shares of the Common Stock (or other securities, cash, assets or other property) purchasable upon the exercise of the Warrant prior to such Fundamental Transaction, such shares of the publicly traded Common Stock (or its equivalent) of the Successor Entity (including its Parent Entity) which the Holder would have been entitled to receive upon the happening of such Fundamental Transaction had this Warrant been converted immediately prior to such Fundamental Transaction, as adjusted in accordance with the provisions of this Warrant. In addition to and not in substitution for any other rights hereunder, prior to the consummation of any Fundamental Transaction pursuant to which holders of shares of Common Stock are entitled to receive securities or other assets with respect to or in exchange for shares of Common Stock (a **Corporate Event**), the Company shall make appropriate provision to insure that the Holder will thereafter have the right to receive upon an exercise of this Warrant at any time after the consummation of the Fundamental Transaction but prior to the Expiration Date, in lieu of the shares of the Common Stock (or other securities, cash, assets or other property) purchasable upon the exercise of the Warrant prior to such Fundamental Transaction, such shares of stock, securities, cash, assets or any other property whatsoever (including warrants or other purchase or subscription rights) which the Holder would have been entitled to receive upon the happening of such Fundamental Transaction had the Warrant been exercised immediately prior to such Fundamental Transaction. Provision made pursuant to the preceding sentence shall be in a form and substance reasonably satisfactory to the Holder. The provisions of this Section shall apply similarly and equally to successive Fundamental Transactions and Corporate Events and shall be applied without regard to any limitations on the exercise of this Warrant.

(c) Notwithstanding the foregoing, in the event of a Fundamental Transaction where (i) the Successor Entity has not assumed the Warrant in accordance with Section 4(b)(i) above, or (ii) the Successor Entity is not a Successor Public Company, or (iii) the consideration payable in connection with such Fundamental Transaction consists of all or substantially all cash, at the request of the Holder delivered before the 90th day after such Fundamental Transaction, the Company (or the Successor Entity) shall purchase this Warrant from the Holder by paying to the Holder, within five Business Days after such request (or, if later, on the effective date of the Fundamental Transaction), cash in an amount equal to the Black Scholes Value of the remaining unexercised portion of this Warrant on the date of such Fundamental Transaction.

5. NONCIRCUMVENTION. The Company hereby covenants and agrees that the Company will not, by amendment of its Certificate of Incorporation, Bylaws or through any reorganization, transfer of assets, consolidation, merger, scheme of arrangement, dissolution, issue or sale of securities, or any other voluntary action, avoid or seek to avoid the observance or performance of any of the terms of this Warrant, and will at all times in good faith carry out all the provisions of this Warrant and take all action as may be required to protect the rights of the Holder. Without limiting the generality of the foregoing, the Company (i) shall not increase the par value of any shares of Common Stock receivable upon the exercise of this Warrant above the Exercise Price then in effect, (ii) shall take all such actions as may be necessary or appropriate in order that the Company may validly and legally issue fully paid and nonassessable shares of Common Stock upon the exercise of this Warrant, and (iii) shall, so long as any of the Warrants are outstanding, take all action necessary to reserve and keep available out of its authorized and unissued shares of Common Stock, solely for the purpose of effecting the

exercise of the Warrants, the number of shares of Common Stock as shall from time to time be necessary to effect the exercise of the Warrants then outstanding (without regard to any limitations on exercise).

6. WARRANT HOLDER NOT DEEMED A STOCKHOLDER. Except as otherwise specifically provided herein, the Holder, solely in such Person s capacity as a holder of this Warrant, shall not be entitled to vote or receive dividends or be deemed the holder of share capital of the Company for any purpose, nor shall anything contained in this Warrant be construed to confer upon the Holder, solely in such Person s capacity as the Holder of this Warrant, any of the rights of a stockholder of the Company or any right to vote, give or withhold consent to any corporate action (whether any reorganization, issue of stock, reclassification of stock, consolidation, merger, conveyance or otherwise), receive notice of meetings, receive dividends or subscription rights, or otherwise, prior to the issuance to the Holder of the Warrant Shares which such Person is then entitled to receive upon the due exercise of this Warrant. In addition, nothing contained in this Warrant shall be construed as imposing any liabilities on the Holder to purchase any securities (upon exercise of this Warrant or otherwise) or as a stockholder of the Company, whether such liabilities are asserted by the Company or by creditors of the Company. Notwithstanding this Section 6, the Company shall provide the Holder with copies of the same notices and other information given to the stockholders of the Company generally, contemporaneously with the giving thereof to the stockholders.

7. REISSUANCE OF WARRANTS.

(a) Transfer of Warrant. If this Warrant is to be transferred, the Holder shall surrender this Warrant to the Company, whereupon the Company will forthwith issue and deliver upon the order of the Holder a new Warrant (in accordance with Section 7(d)), registered as the Holder may request, representing the right to purchase the number of Warrant Shares being transferred by the Holder and, if less then the total number of Warrant Shares then underlying this Warrant is being transferred, a new Warrant (in accordance with Section 7(d)) to the Holder representing the right to purchase the number of Warrant Shares not being transferred.

(b) Lost, Stolen or Mutilated Warrant. Upon receipt by the Company of evidence reasonably satisfactory to the Company of the loss, theft, destruction or mutilation of this Warrant, and, in the case of loss, theft or destruction, of any indemnification undertaking by the Holder to the Company in customary form and, in the case of mutilation, upon surrender and cancellation of this Warrant, the Company shall execute and deliver to the Holder a new Warrant (in accordance with Section 7(d)) representing the right to purchase the Warrant Shares then underlying this Warrant.

(c) Exchangeable for Multiple Warrants. This Warrant is exchangeable, upon the surrender hereof by the Holder at the principal office of the Company, for a new Warrant or Warrants (in accordance with Section 7(d)) representing in the aggregate the right to purchase the number of Warrant Shares then underlying this Warrant, and each such new Warrant will represent the right to purchase such portion of such Warrant Shares as is designated by the Holder at the time of such surrender; provided, however, that no Warrants for fractional shares of Common Stock shall be given.

(d) Issuance of New Warrants. Whenever the Company is required to issue a new Warrant pursuant to the terms of this Warrant, such new Warrant (i) shall be of like tenor with this Warrant, (ii) shall represent, as indicated on the face of such new Warrant, the right to purchase the Warrant Shares then underlying this Warrant (or in the case of a new Warrant being issued pursuant to Section 7(a) or Section 7(c), the Warrant Shares designated by the Holder which, when added to the number of shares of Common Stock underlying the other new Warrants issued in connection with such issuance, does not exceed the number of Warrant Shares then underlying this Warrant), (iii) shall have an issuance date, as indicated on the face of such new Warrant which is the same as the Issuance Date, and (iv) shall have the same rights and conditions as this Warrant.

8. NOTICES. Whenever notice is required to be given under this Warrant, unless otherwise provided herein, such notice shall be given in accordance with Section 9(f) of the Securities Purchase Agreement. The Company shall provide the Holder with prompt written notice of all actions taken pursuant to this Warrant, including in reasonable detail a description of such action and the reason therefore. Without limiting the generality of the foregoing, the Company will give written notice to the Holder (i) immediately upon any adjustment of the Exercise Price, setting forth in reasonable detail, and certifying, the calculation of such adjustment and (ii) at least fifteen (15) days prior to the date on which the Company closes its books or takes a record (A) with respect to any dividend or distribution upon the shares of Common Stock, (B) with respect to any grants, issuances or sales of any Options, Convertible Securities or rights to purchase stock, warrants, securities or other property to holders of shares of Common Stock or (C) for determining rights to vote with respect to any Fundamental Transaction, dissolution or liquidation, provided in each case that such information shall be made known to the public prior to or in conjunction with such notice being provided to the Holder.

9. AMENDMENT AND WAIVER. Except as otherwise provided herein, the provisions of this Warrant may be amended and the Company may take any action herein prohibited, or omit to perform any act herein required to be performed by it, only if the Company has obtained the written consent of the Holder.

10. GOVERNING LAW. This Warrant shall be governed by and construed and enforced in accordance with, and all questions concerning the construction, validity, interpretation and performance of this Warrant shall be governed by, the internal laws of the State of New York, without giving effect to any choice of law or conflict of law provision or rule (whether of the State of New York or any other jurisdictions) that would cause the application of the laws of any jurisdictions other than the State of New York.

11. CONSTRUCTION; HEADINGS. This Warrant shall be deemed to be jointly drafted by the Company and the Holder and shall not be construed against any person as the drafter hereof. The headings of this Warrant are for convenience of reference and shall not form part of, or affect the interpretation of, this Warrant.

12. DISPUTE RESOLUTION. In the case of a dispute as to the determination of the Exercise Price or the arithmetic calculation of the Warrant Shares, the Company shall submit the disputed determinations or arithmetic calculations via facsimile within two (2) Business Days of receipt of the Exercise Notice giving rise to such dispute, as the case may be, to the Holder. If the Holder and the Company are unable to agree upon such determination or calculation of the Exercise Price or the Warrant Shares within three (3) Business Days of such disputed determination or arithmetic calculation being submitted to the Holder, then the Company shall, within two (2) Business Days submit via facsimile (a) the disputed determination of the Exercise Price to an independent, reputable investment bank selected by the Company and approved by the Holder or (b) the disputed arithmetic calculation of the Warrant Shares to the Company s independent, outside accountant. The Company shall cause at its expense the investment bank or the accountant, as the case may be, to perform the determinations or calculations and notify the Company and the Holder of the results no later than ten Business Days from the time it receives the disputed determinations or calculations. Such investment bank s or accountant s determination or calculation, as the case may be, shall be binding upon all parties absent demonstrable error.

13. REMEDIES, OTHER OBLIGATIONS, BREACHES AND INJUNCTIVE RELIEF. The remedies provided in this Warrant shall be cumulative and in addition to all other remedies available under this Warrant and the other Transaction Documents, at law or in equity (including a decree of specific performance and/or other injunctive relief), and nothing herein shall limit the right of the Holder to pursue actual damages for any failure by the Company to comply with the terms of this Warrant. The Company acknowledges that a breach by it of its obligations hereunder will cause irreparable harm to the Holder and that the remedy at law for any such breach may be inadequate. The Company therefore agrees that, in the event of any such breach or threatened breach, the holder of this Warrant shall be entitled, in addition to all other available remedies, to an injunction restraining any breach, without the necessity of showing economic loss and without any bond or other security being required.

14. TRANSFER. This Warrant may be offered for sale, sold, transferred or assigned without the consent of the Company, except as may otherwise be required by Section 2(f) of the Securities Purchase Agreement.

15. CERTAIN DEFINITIONS. For purposes of this Warrant, the following terms shall have the following meanings:

(a) **Black Scholes Value** means the value of this Warrant based on the Black and Scholes Option Pricing Model obtained from the OV function on Bloomberg determined as of the day immediately following the public announcement of the applicable Fundamental Transaction and reflecting (i) a risk-free interest rate corresponding to the U.S. Treasury rate for a period equal to the remaining term of this Warrant as of such date of request and (ii) an expected volatility equal to the greater of 80% and the 100 day volatility obtained from the HVT function on Bloomberg.

(b) **Bloomberg** means Bloomberg Financial Markets.

(c) **Business Day** means any day other than Saturday, Sunday or other day on which commercial banks in The City of New York are authorized or required by law to remain closed.

(d) **Closing Bid Price** and **Closing Sale Price** means, for any security as of any date, the last closing bid price and last closing trade price, respectively, for such security on the Principal Market, as reported by Bloomberg, or, if the Principal Market begins to operate on an extended hours basis and does not designate the closing bid price or the closing trade price, as the case may be, then the last bid price or the last trade price, respectively, of such security prior to 4:00:00 p.m., New York time, as reported by Bloomberg, or, if the Principal Market is not the principal securities exchange or trading market for such security, the last closing bid price or last trade price, respectively, of such security on the principal securities exchange or trading market where such security is listed or traded as reported by Bloomberg, or if the foregoing do not apply, the last closing bid price or last trade price, respectively, of such security in the over-the-counter market on the electronic bulletin board for such security as reported by Bloomberg, or, if no closing bid price or last trade price, respectively, is reported for such security by Bloomberg, the average of the bid prices, or the ask prices, respectively, of any market makers for such security as reported in the pink sheets by Pink Sheets LLC (formerly the National Quotation Bureau, Inc.). If the Closing Bid Price or the Closing Sale Price cannot be calculated for a security on a particular date on any of the foregoing bases, the Closing Bid Price or the Closing Sale Price, as the case may be, of such security on such date shall be the fair market value as mutually determined by the Company and the Holder. If the Company and the Holder are unable to agree upon the fair market value of such security, then such dispute shall be resolved pursuant to Section 12. All such determinations to be appropriately adjusted for any stock dividend, stock split, stock combination or other similar transaction during the applicable calculation period.

(e) **Common Stock** means (i) the Company s shares of Common Stock, par value $0.01 per share, and (ii) any share capital into which such Common Stock shall have been changed or any share capital resulting from a reclassification of such Common Stock.

(f) **Common Stock Deemed Outstanding** means, at any given time, the number of shares of Common Stock actually outstanding at such time, plus the number of shares of Common Stock deemed to be outstanding pursuant to Sections 2(a)(i) and 2(a)(ii) hereof regardless of whether the Options or Convertible Securities are actually exercisable at such time, but excluding any shares of Common Stock owned or held by or for the account of the Company or issuable upon exercise of the Exchange Warrants.

(g) **Convertible Securities** means any stock or securities (other than Options) directly or indirectly convertible into or exercisable or exchangeable for shares of Common Stock.

(h) **Eligible Market** means the Principal Market, The New York Stock Exchange, Inc., The NASDAQ Global Market, The NASDAQ Global Select Market or The American Stock Exchange.

(i) **Expiration Date** means the date sixty (60) months after the Exercisability Date or, if such date falls on a day other than a Business Day or on which trading does not take place on the Principal Market (a **Holiday**), the next date that is not a Holiday.

(j) **Fundamental Transaction** means that the Company shall, directly or indirectly, in one or more related transactions, (i) consolidate or merge with or into (whether or not the Company is the surviving corporation) another Person, or (ii) sell, assign, transfer, convey or otherwise dispose of all or substantially all of the properties or assets of the Company to another Person, or (iii) allow another Person to make a purchase, tender or exchange offer that is accepted by the holders of more than the 50% of the outstanding shares of Common Stock (not including any shares of Common Stock held by the Person or Persons making or party to, or associated or affiliated with the Persons making or party to, such purchase, tender or exchange offer), or (iv) consummate a stock purchase agreement or other business combination (including, without limitation, a reorganization, recapitalization, spin-off or scheme of arrangement) with another Person whereby such other Person acquires more than the 50% of the outstanding shares of Common Stock (not including any shares of Common Stock held by the other Person or other Persons making or party to, or associated or affiliated with the other Persons making or party to, such stock purchase agreement or other business combination), (v) reorganize, recapitalize or reclassify its Common Stock, or (vi) any person or group (as these terms are used for purposes of Sections 13(d) and 14(d) of the Exchange Act) is or shall become the beneficial owner (as defined in Rule 13d-3 under the Exchange Act), directly or indirectly, of 50% of the aggregate ordinary voting power represented by issued and outstanding Common Stock.

(k) **Options** means any rights, warrants or options to subscribe for or purchase shares of Common Stock or Convertible Securities.

(l) **Parent Entity** of a Person means an entity that, directly or indirectly, controls the applicable Person and whose common stock or equivalent equity security is quoted or listed on an Eligible Market, or, if there is more than one such Person or Parent Entity, the Person or Parent Entity with the largest public market capitalization as of the date of consummation of the Fundamental Transaction.

(m) **Person** means an individual, a limited liability company, a partnership, a joint venture, a corporation, a trust, an unincorporated organization, any other entity and a government or any department or agency thereof.

(n) **Principal Market** means The Nasdaq Capital Market.

(o) **Successor Entity** means the Person (or, if so elected by the Holder, the Parent Entity) formed by, resulting from or surviving any Fundamental Transaction or the Person (or, if so elected by the Holder, the Parent Entity) with which such Fundamental Transaction shall have been entered into.

(p) **Trading Day** means any day on which the Common Stock are traded on the Principal Market, or, if the Principal Market is not the principal trading market for the Common Stock, then on the principal securities exchange or securities market on which the Common Stock are then traded; provided that Trading Day shall not include any day on which the Common Stock are scheduled to trade on such exchange or market for less than 4.5 hours or any day that the Common Stock are suspended from trading during the final hour of trading on such exchange or market (or if such exchange or market does not designate in advance the closing time of trading on such exchange or market, then during the hour ending at 4:00:00 p.m., New York time).

(q) **Weighted Average Price** means, for any security as of any date, the dollar volume-weighted average price for such security on the Principal Market during the period beginning at 9:30:01 a.m., New York

City time, and ending at 4:00:00 p.m., New York City time, as reported by Bloomberg through its Volume at Price function or, if the foregoing does not apply, the dollar volume-weighted average price of such security in the over-the-counter market on the electronic bulletin board for such security during the period beginning at 9:30:01 a.m., New York City time, and ending at 4:00:00 p.m., New York City time, as reported by Bloomberg, or, if no dollar volume-weighted average price is reported for such security by Bloomberg for such hours, the average of the highest closing bid price and the lowest closing ask price of any of the market makers for such security as reported in the pink sheets by Pink Sheets LLC (formerly the National Quotation Bureau, Inc.). If the Weighted Average Price cannot be calculated for such security on such date on any of the foregoing bases, the Weighted Average Price of such security on such date shall be the fair market value as mutually determined by the Company and the Holder. If the Company and the Holder is unable to agree upon the fair market value of the such security, then such dispute shall be resolved pursuant to Section 12 with the term Weighted Average Price being substituted for the term Exercise Price. All such determinations shall be appropriately adjusted for any share dividend, share split or other similar transaction during such period.

[Signature Page Follows]

IN WITNESS WHEREOF, the Company has caused this Warrant to Purchase Common Stock to be duly executed as of the Issuance Date set out above.

ENCORIUM GROUP, INC.

By:
Name:

Title:

EXHIBIT A

EXERCISE NOTICE

TO BE EXECUTED BY THE REGISTERED HOLDER TO EXERCISE THIS

WARRANT TO PURCHASE COMMON STOCK

ENCORIUM GROUP, INC.

The undersigned holder hereby exercises the right to purchase of the shares of Common Stock (**Warrant Shares**) of ENCORIUM GROUP, INC., a Delaware corporation (the **Company**), evidenced by the attached Warrant to Purchase Common Stock (the **Warrant**). Capitalized terms used herein and not otherwise defined shall have the respective meanings set forth in the Warrant.

1. Form of Exercise Price. The Holder intends that payment of the Exercise Price shall be made as:

a Cash Exercise with respect to Warrant Shares; and/or

a Cashless Exercise with respect to Warrant Shares.

2. Payment of Exercise Price. In the event that the holder has elected a Cash Exercise with respect to some or all of the Warrant Shares to be issued pursuant hereto, the holder shall pay the Aggregate Exercise Price in the sum of $ to the Company in accordance with the terms of the Warrant.

3. Delivery of Warrant Shares. The Company shall deliver to the holder Warrant Shares in accordance with the terms of the Warrant.

4. Representations of Holder. The Holder hereby represents and warrants to the Company that the Holder: (i) is the sole legal and beneficial owner of the Warrant free and clear of any liens, encumbrances, pledges, security interests or other restrictions or claims of third parties, (ii) is an accredited investor (as defined in Regulation D under the Securities Act of 1933, as amended (the Act)) and is acquiring the Warrant Shares for its own account and not with a view to any distribution thereof except in compliance with the Act: (iii) is not an affiliate of the Company (as defined in Rule 144 under the Act), (iv) has made all investigations that it deems necessary or desirable in connection with the exercise of the Warrant and has had an opportunity to ask questions of and receive answers from the Company with respect thereto, (v) has such knowledge and experience in financial and business matters as to be capable of evaluating the merits and risks of its investment in the Warrant Shares; and (vi) has owned the Warrant beneficially and of record since the date of its original acquisition from the Company.

The Holder s legal residence is as specified in the Warrant Exchange Agreement or such other address as has been provided in writing by the Holder to the Company.

Date: ,

Name of Registered Holder

By:
Name:

Title:

ACKNOWLEDGMENT

The Company hereby acknowledges this Exercise Notice and hereby directs [INSERT NAME OF TRANSFER AGENT] to issue the above indicated number of shares of Common Stock in accordance with the Transfer Agent Instructions dated May [ ], 2007 from the Company and acknowledged and agreed to by [INSERT NAME OF TRANSFER AGENT].

ENCORIUM GROUP, INC.

By:
Name:

Title:

ANNEX C

UNITED STATES

SECURITIES AND EXCHANGE COMMISSION

Washington, D.C. 20549

FORM 10-Q

(Mark One)

x QUARTERLY REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934
For the quarterly period ended March 31, 2009.

OR