

SECURITIES AND EXCHANGE COMMISSION

FORM SC 13D

Schedule filed to report acquisition of beneficial ownership of 5% or more of a class of equity securities

Filing Date: **1996-08-26**
SEC Accession No. **0000909518-96-000285**

([HTML Version](#) on [secdatabase.com](#))

SUBJECT COMPANY

BIOTIME INC

CIK: **876343** | IRS No.: **943127919** | State of Incorpor.: **CA** | Fiscal Year End: **0630**
Type: **SC 13D** | Act: **34** | File No.: **005-42290** | Film No.: **96620271**
SIC: **2836** Biological products, (no diagnostic substances)

Mailing Address
935 PARDEE STREET
BERKELEY CA 94710

Business Address
935 PARDEE ST
BERKELEY CA 94710
5108459535

FILED BY

GREENWAY PARTNERS L P

CIK: **938356**
Type: **SC 13D**

Mailing Address
277 PARK AVENUE
NEW YORK NY 10017

Business Address
277 PARK AVE 27TH FL
NEW YORK NY 10017
2123505100

=====

SECURITIES AND EXCHANGE COMMISSION
WASHINGTON, D.C. 20549

SCHEDULE 13D
Under the Securities Exchange Act of 1934

(Amendment No. ____)

BioTime Inc.
(Name of Issuer)

Common Shares, no par value
(Title of class of securities)

09066L105
(CUSIP number)

Gary K. Duberstein, Esq.
Greenbelt Corp.
277 Park Avenue, 27th Floor
New York, New York 10017 (212) 350-5100

(Name, address and telephone number of person authorized
to receive notices and communications)

August 16, 1996
(Date of event which requires filing of this statement)

If the filing person has previously filed a statement on Schedule 13G to report the acquisition which is the subject of this Schedule 13D, and is filing this schedule because of Rule 13d-1(b) (3) or (4), check the following box [].

Check the following box if a fee is being paid with the statement [].

(A fee is not required only if the reporting person: (1) has a previous statement on file reporting beneficial ownership of more than five percent of the class of securities described in Item 1; and (2) has filed no amendment subsequent thereto reporting beneficial ownership of five percent or less of such class.) (See Rule 13d-7.)

Note: When filing this statement in paper format, six copies of this statement, including exhibits, should be filed with the Commission. See Rule 13d-1(a) for other parties to whom copies are to be sent.

(Continued on following page(s))

2 CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP: (a)
(b)

3 SEC USE ONLY

4 SOURCE OF FUNDS: WC, OO

5 CHECK BOX IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED
PURSUANT TO ITEM 2(d) OR 2(e):

6 CITIZENSHIP OR PLACE OF ORGANIZATION: Delaware

NUMBER OF 7 SOLE VOTING POWER: 25,000
SHARES

BENEFICIALLY 8 SHARED VOTING POWER: 0
OWNED BY

EACH 9 SOLE DISPOSITIVE POWER: 25,000
REPORTING

PERSON WITH 10 SHARED DISPOSITIVE POWER: 0

11 AGGREGATE AMOUNT BENEFICIALLY OWNED BY REPORTING
PERSON: 25,000

12 CHECK BOX IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES
CERTAIN SHARES:

13 PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11): 0.9%

14 TYPE OF REPORTING PERSON: PN

CUSIP No. 09066L105

13D

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1 NAME OF REPORTING PERSON GREENHOUSE PARTNERS, L.P.
S.S. OR I.R.S. IDENTIFICATION NO. 13-3793447
OF ABOVE PERSON

2 CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP: (a)
(b)

3 SEC USE ONLY

4 SOURCE OF FUNDS: WC, AF, OO

5 CHECK BOX IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED
PURSUANT TO ITEM 2(d) OR 2(e):

6 CITIZENSHIP OR PLACE OF ORGANIZATION: Delaware

NUMBER OF 7 SOLE VOTING POWER: 0
SHARES

BENEFICIALLY 8 SHARED VOTING POWER: 25,000
OWNED BY

EACH 9 SOLE DISPOSITIVE POWER: 0
REPORTING

PERSON WITH 10 SHARED DISPOSITIVE POWER: 25,000

11 AGGREGATE AMOUNT BENEFICIALLY OWNED BY REPORTING
PERSON: 25,000

12 CHECK BOX IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES
CERTAIN SHARES:

13 PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11): 0.9%

14 TYPE OF REPORTING PERSON: PN

CUSIP No. 09066L105

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1 NAME OF REPORTING PERSON ALFRED D. KINGSLEY
S.S. OR I.R.S. IDENTIFICATION NO.
OF ABOVE PERSON

2 CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP: (a)
(b)

3 SEC USE ONLY

4 SOURCE OF FUNDS: PF, AF, OO

5 CHECK BOX IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEM 2 (d) OR 2 (e): []

6 CITIZENSHIP OR PLACE OF ORGANIZATION: United States

NUMBER OF SHARES 7 SOLE VOTING POWER: 74,500

BENEFICIALLY OWNED BY 8 SHARED VOTING POWER: 225,000

EACH REPORTING 9 SOLE DISPOSITIVE POWER: 74,500

PERSON WITH 10 SHARED DISPOSITIVE POWER: 225,000

11 AGGREGATE AMOUNT BENEFICIALLY OWNED BY REPORTING PERSON: 299,500

12 CHECK BOX IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES: []

13 PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11): 10.1%

14 TYPE OF REPORTING PERSON: IN

CUSIP No. 09066L105

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1 NAME OF REPORTING PERSON GARY K. DUBERSTEIN S.S. OR I.R.S. IDENTIFICATION NO. OF ABOVE PERSON

2 CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP: (a) [x] (b) []

3 SEC USE ONLY

4 SOURCE OF FUNDS: PF, AF, OO

5	CHECK BOX IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEM 2 (d) OR 2 (e):	<input type="checkbox"/>
6	CITIZENSHIP OR PLACE OF ORGANIZATION:	United States
NUMBER OF SHARES	7 SOLE VOTING POWER:	3,000
BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH	8 SHARED VOTING POWER:	225,000
	9 SOLE DISPOSITIVE POWER:	3,000
	10 SHARED DISPOSITIVE POWER:	225,000
11	AGGREGATE AMOUNT BENEFICIALLY OWNED BY REPORTING PERSON:	228,000
12	CHECK BOX IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES:	<input type="checkbox"/>
13	PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11):	7.7%
14	TYPE OF REPORTING PERSON:	IN

ITEM 1. SECURITY AND ISSUER.

This Statement on Schedule 13D (the "Statement") relates to the common shares, par value \$.01 per share (the "Shares"), of BioTime Inc., a California corporation (the "Company"). The principal executive offices of the Company are located at 935 Pardee Street, Berkeley, California 94710.

ITEM 2. IDENTITY AND BACKGROUND.

This Statement is being filed by and on behalf of Greenbelt Corp. ("Greenbelt"), Greenway Partners, L.P. ("Greenway"), Greenhouse Partners, L.P. ("Greenhouse"), Alfred D. Kingsley and Gary K. Duberstein (collectively, the "Reporting Persons"). Greenbelt is a Delaware corporation. Each of Greenway and Greenhouse is a Delaware limited partnership. The principal business of Greenbelt is managing a small number of securities accounts and acting as financial adviser to the Company. The principal business of Greenway is investing in securities. The principal business of Greenhouse is being the general partner of Greenway. The present principal occupation of each of Messrs. Kingsley and Duberstein is serving as the general partners of Greenhouse. In addition, Mr. Kingsley is senior managing director, and Mr. Duberstein is

managing director, of Greenway. Also, Mr. Kingsley is president, and Mr. Duberstein is vice president, secretary and treasurer of Greenbelt. During the last five years, none of the Reporting Persons has (i) been convicted in a criminal proceeding or (ii) been a party to a civil proceeding of a judicial or administrative body of competent jurisdiction and as a result of such proceeding was or is subject to a judgment, decree or final order enjoining future violations of, or prohibiting or mandating activities subject to, federal or state securities laws or finding any violation with respect to such laws. The business address of each of the Reporting Persons is 277 Park Avenue, 27th Floor, New York, New York 10017. Messrs. Kingsley and Duberstein are both citizens of the United States.

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ITEM 3. SOURCE AND AMOUNT OF FUNDS OR OTHER CONSIDERATION.

Greenway purchased an aggregate of 25,000 Shares for total consideration (including brokerage commissions) of \$128,125 derived from the capital of Greenway and margin indebtedness from Bear Stearns & Co. Inc.

Mr. Kingsley purchased an aggregate of 74,500 Shares for total consideration (including brokerage commissions) of \$150,363.75 derived from personal funds and margin indebtedness from Bear Stearns & Co. Inc.

Mr. Duberstein purchased an aggregate of 3,000 Shares for total consideration (including brokerage commissions) of \$15,375 derived from personal funds and margin indebtedness from Bear Stearns & Co. Inc.

Pursuant to an agreement dated September 13, 1995 (the "Consulting Agreement"), Greenbelt was retained by the Company to be its financial adviser. As compensation for services as financial adviser, Greenbelt has received from the Company, as of the date hereof, warrants (the "Warrants") to purchase 200,000 Shares, which Warrants are not exercisable until October 15, 1996. The terms of the Consulting Agreement and the Warrants are described in Item 6 hereof.

ITEM 4. PURPOSE OF THE TRANSACTION.

The information contained in Items 3 and 6 hereof is incorporated herein by reference.

The Company approached the executive officers of Greenbelt in August 1995 about providing financial consulting services to the Company and, as noted above, the Consulting Agreement, which provides for the issuance of the Warrants to Greenbelt, was signed in September 1995. The Consulting Agreement provides that Greenbelt (a) will assist the Company in its negotiations with third parties who may be interested in obtaining rights in the United States

and foreign countries to the Company's products and patents, and (b) will provide financial consulting to the Company, including advice on devising a capital structure conducive to attracting additional financing from one or more domestic or international pharmaceutical companies, venture capital funds, banks, or other sources of private capital.

Pursuant to the terms of the Consulting Agreement, the Reporting Persons will receive additional Warrants at the times set forth therein as described in Item 6.

Prior to having had any discussions with the Company, in January 1993, March 1994, May 1995 and June 1995, the Reporting Persons purchased an aggregate of 102,500 Shares, constituting less than five percent of the outstanding Shares, because they believed the Company had promising technology for the development of synthetic blood plasma expanders.

The Reporting Persons (i) reserve the right to sell, transfer or exercise the Warrants, and may from time-to-time (ii) acquire additional Shares (subject to availability at prices deemed favorable) in the open market, in privately negotiated transactions or otherwise, or (iii) dispose of Shares at prices deemed favorable in the open market, in privately negotiated transactions or otherwise.

ITEM 5. INTEREST IN SECURITIES OF THE ISSUER.

(a) As of the date of this Statement, the Reporting Persons beneficially owned in the aggregate 302,500 Shares constituting 10.2% of the outstanding Shares. Pursuant to Rule 13d-3 under the Securities and Exchange Act of 1934, (i) such aggregate number includes 200,000 Shares which may be purchased upon the exercise of Warrants which first become exercisable on October 15, 1996 (the "Warrant Shares") and (ii) such percentage of Shares beneficially owned by the Reporting Persons is determined based upon an aggregate of 2,972,071 Shares outstanding

consisting of (a) the 2,772,071 Shares which the Company informed the Reporting Persons was outstanding on August 22, 1996 plus (b) the 200,000 Warrant Shares. The Reporting Persons may be deemed to have direct beneficial ownership of Shares as set forth in the following table. In such table, pursuant to Rule 13d-3, the Warrant Shares are deemed outstanding only for determining the percentage ownership of Shares by Greenbelt, which is the direct beneficial owner of the 200,000 Warrant Shares which may be purchased upon the exercise of Warrants commencing on October 15, 1996.

NAME ----	NUMBER OF SHARES -----	APPROXIMATE PERCENTAGE OF OUTSTANDING SHARES -----
Greenbelt	200,000	6.7%
Greenway	25,000	0.9%
Kingsley	74,500	2.7%
Duberstein	3,000	0.1%

Greenbelt has direct beneficial ownership of the 200,000 Warrant Shares. Each of Messrs. Kingsley and Duberstein, as executive officers and directors of Greenbelt, may be deemed to beneficially own the Warrant Shares which Greenbelt beneficially owns.

Greenhouse, as the general partner of Greenway, may be deemed to own beneficially (as that term is defined in Rule 13d-3) Shares which Greenway may be deemed to possess direct beneficial ownership. Each of Messrs. Kingsley and Duberstein, as general partners of Greenhouse, may be deemed to beneficially own Shares which Greenhouse may be deemed to beneficially own. Each of Messrs. Kingsley and Duberstein disclaim beneficial ownership of such Shares for all other purposes.

(b) If Greenbelt were to exercise in full the Warrants, which become exercisable on October 15, 1996, it would then have the sole power to vote or direct the vote of 200,000 Warrant Shares and the sole power to dispose or direct the disposition of such Warrant Shares.

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Messrs. Kingsley and Duberstein may be deemed to share with Greenbelt the power to vote or to direct the vote and to dispose or to direct the disposition of any Warrant Shares.

Greenway has the sole power to vote or direct the vote of 25,000 Shares and the sole power to dispose or direct the disposition of such Shares. Greenhouse and Messrs. Kingsley and Duberstein may be deemed to share with Greenway the power to vote or to direct the vote and to dispose or to direct the disposition of such Shares.

Mr. Kingsley has the sole power to vote or direct the vote of 74,500 Shares and the sole power to dispose or direct the disposition of such Shares.

Mr. Duberstein has the sole power to vote or direct the vote of 3,000 Shares and the sole power to dispose or direct the disposition of such Shares.

(c) During the past sixty days, pursuant to the terms of the Consulting Agreement, the Company issued to Greenbelt, on July 15, 1996, Warrants to purchase 25,000 Shares at a purchase price of \$30.04 per share exercisable from October 15, 1996 to July 15, 2001.

(d) No other person is known to have the right to receive or the power to direct the receipt of dividends from, or the proceeds from the sale of, the Shares or the Warrants.

(e) Not applicable.

ITEM 6. CONTRACTS, ARRANGEMENTS, UNDERSTANDINGS OR RELATIONSHIPS WITH RESPECT TO SECURITIES OF THE ISSUER.

To the best of the knowledge of the Reporting Persons, there are no contracts, arrangements, understandings or relationships (legal or otherwise) among the Reporting Persons or between the Reporting Persons and any other person with respect to any securities of the Company, including but not limited to transfer or voting of any of the securities, finder's fees, joint

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ventures, loan or option arrangements, puts or calls, guarantees of profits, division of profits or loss, or the giving or withholding of proxies, except as follows:

The Consulting Agreement provides that Greenbelt (a) will assist the Company in its negotiations with third parties who may be interested in obtaining rights in the United States and foreign countries to the Company's products and patents, and (b) will provide financial consulting to the Company, including advice on devising a capital structure conducive to attracting additional financing from one or more domestic or international pharmaceutical companies, venture capital funds, banks, or other sources of private capital. As compensation for the services of Greenbelt to be performed under the Consulting Agreement, the Company (i) issued to the Financial Adviser on September 13, 1995 warrants to purchase 100,000 Shares at an exercise price of \$6 per share, exercisable from October 15, 1996 through October 15, 2000, and (ii) agreed to issue on the following quarterly dates additional warrants to purchase the number of additional Shares indicated below, exercisable from the later of (w) October 15, 1996 and (x) their date of issuance, through the applicable Expiration Date indicated below, at a price equal to the greater of (y) 150% of the average of the last sale prices of the Shares during the three months prior to the issuance of the additional warrants, and (z) \$6:

DATE OF ISSUANCE	WARRANTS FOR ADDITIONAL SHARES	EXPIRATION DATE
-----	-----	-----
October 15, 1995	25,000	October 15, 2000
January 15, 1996	25,000	January 15, 2001
April 15, 1996	25,000	April 15, 2001
July 15, 1996	25,000	July 15, 2001
October 15, 1996	25,000	October 15, 2001
January 15, 1997	25,000	January 15, 2002

April 15, 1997
July 15, 1997

25,000
25,000

April 15, 2002
July 15, 2002

The Warrants issued on October 15, 1995; January 15, 1996; April 15, 1996 and July 15, 1996 had a purchase price per Share of \$6; \$6; \$7.32 and \$30.04, respectively.

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The Consulting Agreement shall terminate on October 1, 1997, unless sooner terminated by the Company or Greenbelt upon 30 days prior written notice, provided that if the Company terminates the Consulting Agreement the right of Greenbelt to receive the next issuance of Warrants to purchase 25,000 additional Shares shall be accelerated.

The number of Shares for the which the Warrants may be exercised are subject to the anti-dilution protection set forth in the Warrant Agreement dated as of September 13, 1995 between the Company and Greenbelt (the "Warrant Agreement"). As set forth in the Consulting Agreement, the Company has granted to Greenbelt certain registration rights for the Warrants and Warrant Shares.

The foregoing description of the Consulting Agreement and the Warrant Agreement (which contains a form of Warrant) is qualified in its entirety to the full text of such agreements which are filed herewith as exhibits and incorporated herein by reference.

In addition, the partnership agreement of Greenway contains provisions whereby its general partner (i.e., Greenhouse) will receive annually a certain percentage of realized and unrealized profits, if any, derived from the partnership's investments.

ITEM 7. MATERIAL TO BE FILED AS EXHIBITS.

The following Exhibits are filed herewith:

1. Joint Filing Agreement.
2. Consulting Agreement dated September 13, 1995 between BioTime Inc. and Greenbelt Corp.
3. Warrant Agreement dated as of September 13, 1995 between BioTime Inc. and Greenbelt Corp.

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SIGNATURES

After reasonable inquiry and to the best of their knowledge and belief, the undersigned certify that the information contained in this Statement is true, complete and correct.

Dated: August 22, 1996

GREENHOUSE PARTNERS, L.P.

By:/s/ Gary K. Duberstein
Gary K. Duberstein, general
partner

GREENWAY PARTNERS, L.P.

By: Greenhouse Partners, L.P., its
general partner

By:/s/ Gary K. Duberstein
Gary K. Duberstein, general
partner

GREENBELT CORP.

By:/s/ Alfred D. Kingsley
Alfred D. Kingsley, President

/s/ Alfred D. Kingsley
Alfred D. Kingsley

/s/ Gary K. Duberstein
Gary K. Duberstein

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EXHIBIT INDEX

Exhibit No.	Exhibit Description
-----	-----
1.	Joint Filing Agreement.
2.	Consulting Agreement dated September 13, 1995 between BioTime Inc. and Greenbelt Corp.
3.	Warrant Agreement dated as of September 13, 1995 between BioTime Inc. and Greenbelt Corp.

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JOINT FILING AGREEMENT

In accordance with Rule 13d-1(f) under the Securities Exchange Act of 1934, as amended, the persons named below agree to the joint filing on behalf of each of them of a statement on Schedule 13D (including amendments thereto) with respect to the common stock, no par value, of BioTime Inc., and further agree that this Joint Filing Agreement be included as an Exhibit to such joint filing. In evidence thereof, the undersigned, hereby execute this Agreement this 22nd day of August, 1996.

GREENHOUSE PARTNERS, L.P.

By:/s/ Gary K. Duberstein
Gary K. Duberstein, general
partner

GREENWAY PARTNERS, L.P.

By: Greenhouse Partners, L.P., its
general partner

By:/s/ Gary K. Duberstein
Gary K. Duberstein, general
partner

GREENBELT CORP.

By:/s/ Alfred D. Kingsley
Alfred D. Kingsley, President

/s/ Alfred D. Kingsley
Alfred D. Kingsley

/s/ Gary K. Duberstein
Gary K. Duberstein

GREENBELT CORP.
277 PARK AVENUE, 27TH FLOOR
NEW YORK, NY 10017
TEL. (212) 350-5100
FAX. (212) 350-5253

September 13, 1995

Paul Segall, Ph.D.
President and Chief Executive
Officer
BioTime, Inc.
935 Pardee Street
Berkeley, CA 94710

Dear Mr. Segall:

This letter agreement (the "Agreement") confirms the retention of Greenbelt Corp. (the "Financial Adviser") by BioTime, Inc. ("BioTime") to act as its financial adviser on the following terms and conditions.

1. The Financial Adviser (a) will assist BioTime in its negotiations with third parties who may be interested in obtaining rights in the United States and foreign countries to BioTime's products and patents, and (b) will provide financial consulting to BioTime, including advice on devising a capital structure conducive to attracting additional financing from one or more domestic or international pharmaceutical companies, venture capital funds, banks, or other sources of private capital.

2. (a) As compensation for the services of the Financial Adviser to be performed hereunder, BioTime hereby (i) issues to the Financial Adviser on the date hereof warrants to purchase 100,000 shares of common stock of BioTime ("Common Stock") at an exercise price of \$6 per share, exercisable from October 15, 1996 through October 15, 2000, and (ii) agrees to issue on the following quarterly dates additional warrants to purchase the number of additional shares of Common Stock indicated below, exercisable from the later of (w) October 15, 1996 and (x) their date of issuance, through the applicable Expiration Date indicated below, at a price equal to the greater of (y) 150% of the average of the last sale prices of the Common Stock during the three months prior to the issuance of the additional warrants, and (z) \$6:

DATE OF ISSUANCE -----	WARRANTS FOR ADDITIONAL SHARES -----	EXPIRATION DATE ----
October 15, 1995	25,000	October 15, 2000
January 15, 1996	25,000	January 15, 2001
April 15, 1996	25,000	April 15, 2001
July 15, 1996	25,000	July 15, 2001
October 15, 1996	25,000	October 15, 2001
January 15, 1997	25,000	January 15, 2002
April 15, 1997	25,000	April 15, 2002
July 15, 1997	25,000	July 15, 2002

(b) The warrants shall be issued in the form annexed hereto as Exhibit A and shall be exercisable, in whole or in part, upon written notice to BioTime. BioTime agrees to reserve a sufficient number of shares of authorized Common Stock for issuance pursuant to the warrants granted and to be granted hereunder. The number of shares of Common Stock for which the warrants may be exercised shall be subject to reasonable and customary anti-dilution protection.

(c) BioTime agrees, at its expense, upon written request from the Financial Adviser, to register under the Securities Act of 1933 (the "1933 Act"), the warrants and shares of Common Stock issued or issuable upon the exercise of such warrants (collectively, the "Registrable Securities") and to take such other actions as may be necessary to allow such Registrable Securities to be freely tradable, without restrictions, in compliance with all regulatory requirements. BioTime shall not be obligated to file a registration statement with respect to the Registrable Securities prior to October 15, 1996. A written request for registration shall specify the type and quantity of the Registrable Securities intended to be sold, the plan of distribution and the identity of the sellers, which may include the Financial Adviser and assignees of its rights hereunder (collectively, "Selling Securities Holders"), and whether the registration shall be pursuant to an underwritten public offering or a "shelf" registration pursuant to Rule 415 (or similar rule that may be adopted by the Securities and Exchange Commission). BioTime shall not be obligated to file more than two such registration statements, other than registration statements on Form S-3. BioTime shall keep such registration statements effective for a period of at least nine months, except that registration statements on Form S-3 shall be kept effective for at least three years (or such lesser period as the parties may agree (but in no event beyond the completion of the distribution or distributions being made pursuant thereto)); provided that if the registration statement relates to warrants, BioTime will, to the extent required by law, keep such registration statement effective with respect to Common Stock issuable upon exercise of the warrants until all such warrants shall have been exercised or

have expired. BioTime shall utilize Form S-3 if it qualifies for such use. BioTime shall make all filings required with respect to the registration statements and will use its best efforts to cause such filings to become effective, so that the Registrable Securities being registered shall be registered or qualified for sale under the securities or blue sky laws of such jurisdictions as shall be reasonably appropriate for distribution of the securities covered by the registration statement. BioTime will furnish to the Selling Securities Holders such numbers of copies of a prospectus, including a preliminary prospectus, in conformity with the requirements of the 1933 Act and such other related documents as the Selling Securities Holders may reasonably request in order to effect the sale of the Registrable Securities. To effect any offering pursuant to a registration statement under this paragraph 2, BioTime shall enter into an agreement containing customary representations and warranties, and indemnification and

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contribution provisions, all for the benefit of Selling Securities Holders, and, in the case of an underwritten public offering, an underwriting agreement with an investment banking firm selected by the Financial Adviser and reasonably acceptable to BioTime, containing such customary representations and warranties, and indemnification and contribution provisions.

(d) If, at any time, BioTime proposes to register any of its securities under the 1933 Act (otherwise than pursuant to paragraph 2(c) above or on a Form S-8 if such form cannot be used for registration of the Registrable Securities pursuant to its terms), BioTime shall, as promptly as practicable, give written notice to the Financial Adviser. BioTime shall include in such registration statement any Registrable Securities proposed to be sold by the Selling Securities Holders. Notwithstanding the foregoing, if the offering of BioTime's securities is to be made through underwriters, BioTime shall not be required to include Registrable Securities if and to the extent that the managing underwriter reasonably believes in good faith that such inclusion would materially adversely affect such offering unless the Selling Securities Holders agree to postpone their sales until 10 days after the distribution is completed.

(e) At such time as the Financial Adviser requests to register warrants pursuant to this paragraph 2, BioTime shall use its best efforts to list the warrants on all national securities exchanges on which the Common Stock is then listed if requested by the Financial Adviser.

(f) BioTime shall pay the cost of the registration statements filed pursuant to this paragraph 2, including without limitation all registration and filing fees, fees and expenses of compliance with securities or blue sky laws (including counsel's fees and expenses in connection therewith), printing expenses, messenger and delivery expenses, internal expenses of BioTime, listing fees and expenses, and fees and expenses of BioTime's counsel, independent accountants and other persons retained or employed by BioTime. Selling Securities Holders shall pay any underwriters discounts applicable to

Registrable Securities.

(g) All certificates evidencing the Registrable Securities shall bear an appropriate legend to the effect that the securities have not been registered under the 1933 Act and may not be sold or transferred in the absence of such registration or an exemption therefrom. BioTime agrees that upon the sale of Registrable Securities pursuant to a registration statement or an exemption, it will, upon the presentation to its transfer agent of the certificates containing such legend, remove such legend. BioTime further agrees to remove the legend at such time as registration under the 1933 Act shall no longer be required.

3. BioTime agrees to indemnify and hold harmless the Financial Adviser and its officers, affiliates, employees, agents, assignees and controlling persons (the Financial Adviser and each such person being hereinafter called an "Indemnified Person") against any and all losses, damages, claims, judgments, and expenses (including reasonable legal expenses), directly or indirectly, caused by, relating to, or arising out of or in connection with the Financial Adviser acting for BioTime hereunder or this Agreement. BioTime also agrees that an Indemnified Person shall not have any liability to BioTime or to any person (including without limitation, BioTime's shareholders) claiming through BioTime or in connection with the engagement of the Financial Adviser hereunder, except to the extent that any such liability is found in a final judgment by a court of competent jurisdiction (not subject to further appeal) to have resulted primarily from the Indemnified Person's gross negligence or willful misconduct.

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4. In addition to issuing the warrants and shares of Common Stock described in paragraph 2 above, BioTime agrees to reimburse the Financial Adviser, upon written request from time to time, for all reasonable out-of-pocket expenses incurred in connection with its engagement hereunder.

5. This Agreement shall terminate on October 1, 1997, unless sooner terminated pursuant to the following sentence. Either party may terminate this Agreement upon 30 days prior written notice to the other party, provided that if BioTime terminates this Agreement the right of the Financial Adviser to receive the next issuance of warrants to purchase 25,000 additional shares of Common Stock shall be accelerated and BioTime shall issue such warrants to the Financial Adviser contemporaneously with transmitting the notice of termination. Notwithstanding the termination of this Agreement for any reason pursuant to this paragraph 5, BioTime's obligations to the Financial Adviser under paragraphs 2(b), 2(c), 2(d), 2(e), 2(f), 2(g), 3, 5, and 8 of this Agreement shall continue.

6. BioTime hereby represents and warrants to the Financial Adviser that BioTime has full legal right, power and authority to enter into and perform this Agreement and to issue the warrants and shares of Common Stock issuable upon the exercise of such warrants, and that all transactions contemplated hereby have been duly authorized by all necessary corporate action on behalf of BioTime. The

Financial Adviser hereby represents and warrants to BioTime that it is acquiring the warrants for investment purposes and not with a view toward public distribution thereof.

7. The validity and interpretation of this Agreement shall be governed by the law of the State of New York applicable to agreements made and to be fully performed therein.

8. The benefits of this Agreement shall inure to the respective successors and assigns of the parties hereto, each Indemnified Person, Selling Securities Holders, and their successors and assigns and representatives, and the obligations and liabilities assumed in this Agreement by the parties hereto shall be binding upon their respective successors and assigns. The Financial Adviser may assign the warrants (or the shares of Common Stock issuable upon the exercise of such warrants) to Alfred D. Kingsley or Gary K. Duberstein or as they may otherwise direct.

9. Any notice given pursuant to the provisions of this Agreement shall be in writing and shall be mailed or delivered (a) if to BioTime, to BioTime, Inc., 935 Pardee Street, Berkeley, CA 94710, Attention: Paul Segall, Ph.D., or (b) if to the Financial Adviser, to Greenbelt Corp., 277 Park Avenue, 27th Floor, New York, New York 10017, Attention: Gary K. Duberstein, Esq.

10. For the convenience of the parties, this Agreement may be executed by the parties hereto in counterparts. Each such counterpart shall be, and shall be deemed to be, an original instrument, but all such counterparts taken together shall constitute one and the same Agreement. This Agreement may not be modified or amended except in writing signed by the parties hereto.

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If the foregoing correctly sets forth our agreement, we would appreciate your signing the enclosed copy of this letter in the space provided and returning it to us.

Very truly yours,

GREENBELT CORP.

By: /s/ Alfred D. Kingsley
Name: Alfred D. Kingsley
Title: President

Confirmed and agreed to this
13th day of September, 1995

BIOTIME, INC.

By: /s/ Paul Segall
Name: Paul Segall
Title: President

Warrant Agreement

Dated as of September 13, 1995

WARRANT AGREEMENT, dated as of September 13, 1995, between Biotime, Inc., a California corporation (the "Company"), and Greenbelt Corp., a Delaware corporation (the "Financial Advisor").

The Company proposes to issue Common Share Purchase Warrants, as hereinafter described (the "Warrants"), to purchase up to an aggregate of 300,000 shares of its Common Shares, no par value (the "Common Stock") (the shares of Common Stock issuable upon exercise of the Warrants being referred to herein as the "Warrant Shares"), in connection with the agreement, dated September 13, 1995 (the "Consulting Agreement"), between the Company and the Financial Advisor; each Warrant entitling the holder thereof to purchase one share of Common Stock.

In consideration of the foregoing and for the purpose of defining the terms and provisions of the Warrants and the respective rights and obligations thereunder of the Company and the registered owners of the Warrants (the "Holders"), the Company and the Financial Advisor hereby agree as follows:

SECTION 1. Issuance of Warrants; Term of Warrants. Concurrently with the execution and delivery of this Agreement and the Consulting Agreement, the Company is issuing and delivering to the Financial Advisor Warrants to purchase 100,000 Warrant Shares, which Warrants shall be represented by a certificate in substantially the form of Exhibit A hereto. Subject to the terms of this Agreement, a Holder of any of such 100,000 Warrants shall have the right, which may be exercised at any time after 9:00 a.m., New York time, on October 15, 1996, and prior to 5:00 p.m., New York Time on October 15, 2000 (the "Expiration Date"), to purchase from the Company the number of fully paid and nonassessable Warrant Shares which the Holder may at the time be entitled to purchase upon exercise of any of such 100,000 Warrants. The Company will issue and deliver additional Warrants on such dates and with such Expiration Dates as indicated below, which additional Warrants shall be represented by certificates substantially in the form of Exhibit A hereto delivered on the applicable dates of issuance:

Date of Issuance -----	Additional Warrants -----	Expiration Date ----
October 15, 1995	25,000	October 15, 2000
January 15, 1996	25,000	January 15, 2001
April 15, 1996	25,000	April 15, 2001
July 15, 1996	25,000	July 15, 2001

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October 15, 1996	25,000	October 15, 2001
January 15, 1997	25,000	January 15, 2002
April 15, 1997	25,000	April 15, 2002
July 15, 1997	25,000	July 15, 2002

; provided, however, in the event that the Consulting Agreement is terminated prior to July 15, 1997, the Company shall issue and deliver to the Financial Advisor, as of the date of such termination, the 25,000 additional Warrants that would otherwise have been issuable on the next succeeding date of issuance set forth above and, following such issuance and delivery, no additional Warrants shall be issued or delivered hereunder.

Subject to the terms of this Agreement, a Holder of any of such additional Warrants shall have the right, which may be exercised at any time after 9:00 a.m., New York time, on the later of (a) October 15, 1996 and (b) the date of issuance, and prior to 5:00 p.m., New York time on the applicable Expiration Date, to purchase from the Company the number of fully paid and nonassessable Warrant Shares which the Holder may at the time be entitled to purchase upon exercise of any of such additional Warrants.

SECTION 2. Transferability and Form of Warrant.

2.1 Registration. The Warrants shall be numbered and shall be registered on the books of the Company (the "Warrant Register") as they are issued. The Company and the Warrant Agent (if appointed) shall be entitled to treat the Holder of any Warrant as the owner in fact thereof for all purposes and shall not be bound to recognize any equitable or other claim or interest in such Warrant on the part of any other person, and shall not be liable for any registration of transfer of any Warrants which are registered or to be registered in the name of a fiduciary or the nominee of a fiduciary unless made with the actual knowledge that a fiduciary or nominee is committing a breach of trust in requesting such registration or transfer, or with such knowledge of such facts that its participation therein amounts to bad faith. The Warrants shall initially be registered in the name of the Financial Advisor.

2.2 Restrictions on Exercise and Transfer. The Warrants may not be

exercised, sold, pledged, hypothecated, transferred or assigned, in whole or in part, unless a registration statement under the Securities Act of 1933, as amended (the "Act"), and under any applicable state securities laws is effective therefor or, an exemption from such registration is then available and the Holder shall

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have delivered an opinion of counsel addressed to the Company to such effect; provided, that such opinion shall be in form and substance and from counsel reasonably satisfactory to the Company. Any exercise, sale, pledge, hypothecation, transfer, or assignment in violation of the foregoing restriction shall be deemed null and void and of no binding effect. The Company shall be entitled to obtain, as a condition precedent to its issuance of any certificates representing Warrant Shares or any other securities issuable upon any exercise of a Warrant, a letter or other instrument from the Holder containing such covenants, representations or warranties by such Holder as reasonably deemed necessary by Company to effect compliance by the Company with the requirements of applicable federal and/or state securities laws.

2.3 Transfer. Subject to Section 2.2, the Warrants shall be transferable only on the Warrant Register upon delivery thereof duly endorsed by the Holder or by his duly authorized attorney or representative, or accompanied by proper evidence of succession, assignment or authority to transfer, which endorsement shall be guaranteed by a bank or trust company or a broker or dealer which is a member of the National Association of Securities Dealers, Inc. In all cases of transfer by an attorney, the original power of attorney, duly approved, or a copy thereof, duly certified, shall be deposited and remain with the Company (or the Warrant Agent, if appointed). In case of transfer by executors, administrators, guardians or other legal representatives, duly authenticated evidence of their authority shall be produced, and may be required to be deposited and remain with the Company (or the Warrant Agent, if appointed) in its discretion. Upon any registration of transfer, the Company shall execute and deliver (or if appointed, the Warrant Agent shall countersign and deliver) a new Warrant or Warrants to the persons entitled thereto.

2.4 Form of Warrant. The text of the Warrant and of the Purchase Form shall be substantially as set forth in Exhibit A attached hereto. The price per Warrant Share and the number of Warrant Shares issuable upon exercise of each Warrant are subject to adjustment upon the occurrence of certain events, all as hereinafter provided. The Warrants shall be executed on behalf of the Company by its Chairman of the Board, President or one of its Executive or Senior Vice Presidents, under its corporate seal reproduced thereon attested by its Secretary or Assistant Secretary. The signature of any such officers on the Warrants may be manual or facsimile, provided, however, that the signature of any

such officers must be manual until such time as a Warrant Agent is appointed.

Warrants bearing the manual or facsimile signatures of individuals who were at any time the proper officers of the Company shall bind the Company, notwithstanding that such individuals or any one of them shall have ceased to hold such offices prior to the delivery of such Warrants or did not hold such offices on the date of this Agreement.

In the event that the Company shall appoint a Warrant Agent to act on its behalf in connection with the issuance, division, transfer, exchange or exercise of Warrants, the Warrants issued after the date of such appointment shall be dated as of the date of countersignature thereof by the Warrant Agent either upon initial issuance or upon division, exchange, substitution or transfer. Until such time as the Company shall appoint a Warrant Agent, Warrants shall be dated as of the date of execution thereof by the Company either upon initial issuance or upon division, exchange, substitution or transfer.

SECTION 3. Countersignature of Warrants. In the event that the Company shall appoint a Warrant Agent to act on its behalf in connection with the issuance, division, transfer, exchange or exercise of Warrants, the Warrants issued after the date of such appointment shall be countersigned by the Warrant Agent (or any successor to the Warrant Agent then acting as warrant agent) and shall not be valid for any purpose unless so countersigned. Warrants may be countersigned, however, by the Warrant Agent (or by its successor as warrant agent hereunder) and may be delivered by the Warrant Agent, notwithstanding that the persons whose manual or facsimile signatures appear thereon as proper officers of the Company shall have ceased to be such officers at the time of such countersignature, issuance or delivery. The Warrant Agent (if so appointed) shall, upon written instructions of the Chairman of the Board, the President, an Executive or Senior Vice President, the Treasurer or the Controller of the Company, countersign, issue and deliver Warrants entitling the Holders thereof to purchase not more than 300,000 Warrant Shares (subject to adjustment pursuant to Section 10 hereof) and shall countersign and deliver Warrants as otherwise provided in this Agreement.

SECTION 4. Exchange of Warrant Certificates. Each Warrant certificate may be exchanged, at the option of the Holder thereof, for another Warrant certificate or

Warrant certificates in different denominations entitling the Holder or Holders thereof to purchase a like aggregate number of Warrant Shares as the certificate

or certificates surrendered then entitle each Holder to purchase. Any Holder desiring to exchange a Warrant certificate or certificates shall make such request in writing delivered to the Company at its principal office (or, if a Warrant Agent is appointed, the Warrant Agent at its principal office) and shall surrender, properly endorsed, the certificate or certificates to be so exchanged. Thereupon, the Company (or, if appointed, the Warrant Agent) shall execute and deliver to the person entitled thereto a new Warrant certificate or certificates, as the case may be, as so requested, in such name or names as such Holder shall designate.

SECTION 5. Exercise of Warrants; Listing.

5.1 Exercise of Warrants. A Warrant may be exercised upon surrender of the certificate or certificates evidencing the Warrants to be exercised, together with the form of election to purchase on the reverse thereof duly filled in and signed, which signature shall be guaranteed by a bank or trust company or a broker or dealer which is a member of the National Association of Securities Dealers, Inc., to the Company at its principal office (or if appointed, the principal office of the Warrant Agent) and upon payment of the Warrant Price (as defined in and determined in accordance with the provisions of Sections 9 and 10 hereof) to the Company (or if appointed, to the Warrant Agent for the account of the Company), for the number of Warrant Shares in respect of which such Warrants are then exercised. Payment of the aggregate Warrant Price (defined in Section 9 herein) shall be made in cash or by certified or bank cashier's check.

Subject to Section 6 hereof, upon the surrender of the Warrant and payment of the Warrant Price as aforesaid, the Company (or if appointed, the Warrant Agent) shall cause to be issued and delivered with all reasonable dispatch to or upon the written order of the Holder and in such name or names as the Holder may designate, a certificate or certificates for the number of full Warrant Shares so purchased upon the exercise of such Warrant, together with cash, as provided in Section 11 hereof, in respect of any fractional Warrant Shares otherwise issuable upon such surrender. Such certificate or certificates shall be deemed to have been issued and any person so designated to be named therein shall be deemed to have become a holder of record of such Warrant Shares as of the date of the surrender of such

Warrants and payment of the Warrant Price, as aforesaid. The rights of purchase represented by the Warrant shall be exercisable, at the election of the Holder thereof, either in full or from time to time in part and, in the event that a certificate evidencing the Warrant is exercised in respect of less than all of the Warrant Shares purchasable on such exercise at any time prior to the date of expiration of the Warrant, a new certificate evidencing the unexercised portion of the Warrant will be issued, and the Warrant Agent (if so appointed) is hereby

irrevocably authorized to countersign and to deliver the required new Warrant certificate or certificates pursuant to the provisions of this Section and Section 3 hereof, and the Company, whenever required by the Warrant Agent (if appointed), will supply the Warrant Agent with Warrant certificates duly executed on behalf of the Company for such purpose.

5.2 Listing of Shares on Securities Exchange; Exchange Act Registration. The Company will promptly use its best efforts to cause the Warrant Shares to be listed, subject to official notice of issuance, on all national securities exchanges on which the Common Stock is listed and whose rules and regulations require such listing, as soon as possible following the date hereof.

The Company will promptly notify the Holders in the event that the Company plans to register the Warrants with the Securities and Exchange Commission under the Securities Exchange Act of 1934, as amended (the "Exchange Act").

SECTION 6. Payment of Taxes. The Company will pay all documentary stamp taxes, if any, attributable to the initial issuance of Warrant Shares upon the exercise of Warrants; provided, however, that the Company shall not be required to pay any tax or taxes which may be payable in respect of any transfer involved in the issue or delivery of any Warrant or certificates for Warrant Shares in a name other than that of the registered Holder of such Warrants.

SECTION 7. Mutilated or Missing Warrants. In case any of the certificates evidencing the Warrants shall be mutilated, lost, stolen or destroyed, the Company may in its discretion issue and deliver (and, if appointed, the Warrant Agent shall countersign and deliver) in exchange and substitution for and upon cancellation of the mutilated Warrant certificate, or in lieu of and substitution for the Warrant certificate lost, stolen or destroyed, a new Warrant certificate of like tenor, but only upon receipt of evidence reasonably satisfactory to the Company and the Warrant Agent

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(if so appointed) of such loss, theft or destruction of such Warrant and an indemnity or bond, if requested, also reasonably satisfactory to them. An applicant for such a substitute Warrant certificate shall also comply with such other reasonable regulations and pay such other reasonable charges as the Company (or the Warrant Agent, if so appointed) may prescribe.

SECTION 8. Reservation of Warrant Shares; Purchase and Cancellation of Warrants.

8.1 Reservation of Warrant Shares. There have been reserved, and the Company shall at all times keep reserved, out of its authorized Common Stock, a

number of shares of Common Stock sufficient to provide for the exercise of the rights of purchase represented by the outstanding Warrants and any additional Warrants issuable hereunder. The Transfer Agent for the Common Stock and every subsequent transfer agent for any shares of the Company's capital stock issuable upon the exercise of any of the rights of purchase aforesaid will be irrevocably authorized and directed at all times to reserve such number of authorized shares as shall be required for such purpose. The Company will keep a copy of this Agreement on file with the Transfer Agent for the Common Stock and with every subsequent transfer agent for any shares of the Company's capital stock issuable upon the exercise of the rights of purchase represented by the Warrants. The Warrant Agent, if appointed, will be irrevocably authorized to requisition from time to time from such Transfer Agent the stock certificates required to honor outstanding Warrants upon exercise thereof in accordance with the terms of this Agreement. The Company will supply such Transfer Agent with duly executed stock certificates for such purposes and will provide or otherwise make available any cash which may be payable as provided in Section 11 hereof. The Company will furnish such Transfer Agent a copy of all notices of adjustments and certificates related thereto, transmitted to each Holder pursuant to subsection 10.3 hereof.

8.2 Purchase of Warrants by the Company. The Company shall have the right, except as limited by law, other agreements or herein, with the consent of the Holder, to purchase or otherwise acquire Warrants at such times, in such manner and for such consideration as it may deem appropriate.

8.3 Cancellation of Warrants. In the event the Company shall purchase or otherwise acquire Warrants, the same shall thereupon be cancelled and retired. The Warrant

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Agent (if so appointed) shall cancel any Warrant surrendered for exchange, substitution, transfer or exercise in whole or in part.

SECTION 9. Warrant Price. Subject to any adjustments required by Section 10 hereof, the price per share at which Warrant Shares shall be purchasable upon exercise of a Warrant (as to any particular Warrant, the "Warrant Price") shall be a price which shall be the greater of (a) the average of the last sale prices per share of Common Stock, as reported on the National Association of Securities Dealers, Inc. Automated Quotations ("NASDAQ") System, on each trading day during the three month period prior to the date of issuance of the Warrants multiplied by 150%, and (b) six dollars (\$6.00); provided, however, that the Warrant Price of the Warrants issued as of September 13, 1995 is six dollars (\$6.00) and, provided, further, in the event that the last sale prices of the Common Stock for the period indicated in clause (a) above are not reported on NASDAQ, clause (a) shall be deemed to refer to the average market price of the Common Stock during such period, as reasonable determined by the

Board of Directors of the Company on the basis of such quotations as are available, multiplied by 150%.

SECTION 10. Adjustment of Warrant Price and Number of Warrant Shares. The number and kind of securities purchasable upon the exercise of each Warrant and the Warrant Price shall be subject to adjustment from time to time upon the happening of certain events, as hereinafter defined.

10.1 Adjustments. The number of Warrant Shares purchasable upon the exercise of each Warrant and the Warrant Price shall be subject to adjustment as follows:

(a) In the event that the Company shall (i) pay a dividend in shares of Common Stock or make a distribution in shares of Common Stock, (ii) subdivide its outstanding shares of Common Stock, (iii) combine its outstanding shares of Common Stock into a smaller number of shares of Common Stock or (iv) reclassify or change (including a change to the right to receive, or a change into, as the case may be (other than with respect to a merger or consolidation pursuant to the exercise of appraisal rights), shares of stock, other securities, property, cash or any combination thereof) its Common Stock (including any such reclassification or change in connection with a consolidation or merger in which the Company is the surviving corporation), the number of Warrant Shares

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purchasable upon exercise of each Warrant immediately prior thereto shall be adjusted so that the Holder of each Warrant shall be entitled to receive the kind and number of Warrant Shares or other securities of the Company or other property which he would have owned or have been entitled to receive after the happening of any of the events described above, had such Warrant been exercised immediately prior to the happening of such event or any record date with respect thereto. An adjustment made pursuant to this paragraph (a) shall become effective immediately after the effective date of such event retroactive to the record date, if any, for such event.

(b) In case the Company shall issue rights, options or warrants to all holders of its outstanding Common Stock, without any charge to such holders, entitling them to subscribe for or purchase shares of Common Stock at a price per share which is lower at the record date mentioned below than the then current market price per share of Common Stock (as defined in paragraph (d) below), the number of Warrant Shares thereafter purchasable upon the exercise of each Warrant shall be determined by multiplying the number of Warrant Shares theretofore purchasable upon exercise of each Warrant by a fraction, of which the numerator shall be the number of shares of Common Stock outstanding on the date of issuance of such rights, options or warrants plus the number of additional shares of Common Stock offered for subscription or purchase in

connection with such rights, options or warrants, and of which the denominator shall be the number of shares of Common Stock outstanding on the date of issuance of such rights, options or warrants plus the number of shares which the aggregate offering price of the total number of shares of Common Stock so offered would purchase at the current market price per share of Common Stock at such record date. Such adjustment shall be made whenever such rights, options or warrants are issued, and shall become effective immediately after the record date for the determination of stockholders entitled to receive such rights, options or warrants.

(c) In case the Company shall distribute to all holders of its shares of Common Stock, (including any distribution made in connection with a merger in which the Company is the surviving corporation), evidences of its indebtedness or assets (excluding cash, dividends or distributions payable out of consolidated earnings or earned surplus and dividends or distributions referred to in paragraph (a) above) or rights, options or warrants, or convertible or exchangeable securities containing the right to subscribe for or purchase shares of Common Stock (excluding those re-

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ferred to in paragraph (b) above), then in each case the number of Warrant Shares thereafter purchasable upon the exercise of each Warrant shall be determined by multiplying the number of Warrant Shares theretofore purchasable upon the exercise of each Warrant by a fraction, of which the numerator shall be the then current market price per share of Common Stock (as defined in paragraph (d) below) on the date of such distribution, and of which the denominator shall be the then current market price per share of Common Stock, less the then fair value (as determined by the Board of Directors of the Company or, in the case of Warrants held by the Financial Advisor, an independent investment banker which shall be mutually agreeable to the parties, whose determination, in each case, shall be conclusive) of the portion of the assets or evidences of indebtedness so distributed or of such subscription rights, options or warrants, or of such convertible or exchangeable securities applicable to one share of Common Stock. Such adjustment shall be made whenever any such distribution is made, and shall become effective on the date of distribution retroactive to the record date for the determination of shareholders entitled to receive such distribution.

(d) For the purpose of any computation under paragraphs (b) and (c) of this Section, the current market price per share of Common Stock at any date shall be the average of the daily last sale prices for the 20 consecutive trading days ending one trading day prior to the date of such computation. The closing price for each day shall be the last reported sales price regular way or, in case no such reported sale takes place on such day, the average of the closing bid and asked prices regular way for such day, in each case on the principal national securities exchange on which the shares of Common Stock are listed or admitted to trading or, if not so listed or admitted to

trading, the last sale price of the Common Stock on NASDAQ or any comparable system. If the current market price of the Common Stock cannot be so determined, the Board of Directors of the Company shall reasonably determine the current market price on the basis of such quotations as are available.

(e) No adjustment in the number of Warrant Shares purchasable hereunder shall be required unless such adjustment would require an increase or decrease of at least one percent (1%) in the number of Warrant Shares purchasable upon the exercise of each Warrant; provided, however, that any adjustments which by reason of this paragraph (e) are not required to be made shall be carried forward and taken into account in any subsequent adjustment. All calculations shall be made with respect to the number of Warrant Shares

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purchasable hereunder, to the nearest tenth of a share and with respect to the Warrant Price payable hereunder, to the nearest whole cent.

(f) Whenever the number of Warrant Shares purchasable upon the exercise of each Warrant is adjusted, as herein provided, the Warrant Price payable upon exercise of each Warrant shall be adjusted by multiplying such Warrant Price immediately prior to such adjustment by a fraction, of which the numerator shall be the number of Warrant Shares purchasable upon the exercise of each Warrant immediately prior to such adjustment, and of which the denominator shall be the number of Warrant Shares purchasable immediately thereafter.

(g) No adjustment in the number of Warrant Shares purchasable upon the exercise of each Warrant need be made under paragraphs (b) and (c) if the Company issues or distributes to each Holder of Warrants the rights options, warrants, or convertible or exchangeable securities, or evidences of indebtedness or assets referred to in those paragraphs which each Holder of Warrants would have been entitled to receive had the Warrants been exercised prior to the happening of such event or the record date with respect thereto. No adjustment need be made for a change in the par value of the Warrant Shares.

(h) For the purpose of this subsection 10.1, the term "shares of Common Stock" shall mean (i) the class of stock designated as the Common Stock of the Company at the date of this Agreement, or (ii) any other class of stock resulting from successive changes or reclassifications of such shares consisting solely of changes in par value, or from par value to no par value, or from no par value to par value. In the event that at any time, as a result of an adjustment made pursuant to paragraph (a) above, the Holders shall become entitled to purchase any securities of the Company other than shares of Common Stock, thereafter the number of such other shares so purchasable upon exercise of each Warrant and the Warrant Price of such shares shall be subject to adjustment from time to time in a manner and on terms as nearly equivalent as practicable to the provisions with respect to the Warrant Shares contained in paragraphs (a) through (i), inclusive, and the provisions of Section 5 and

subsections 10.2 through 10.5, inclusive, with respect to the Warrant Shares, shall apply on like terms to any such other securities.

(i) Upon the expiration of any rights, options, warrants or conversion or exchange privileges, if

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any thereof shall not have been exercised, the Warrant Price and the number of Warrant Shares purchasable upon the exercise of each Warrant shall, upon such expiration, be readjusted and shall thereafter be such as it would have been had it been originally adjusted (or had the original adjustment not been required, as the case may be) as if (A) the only shares of Common Stock so issued were the shares of Common Stock, if any, actually issued or sold upon the exercise of such rights, options, warrants or conversion or exchange rights and (B) such shares of Common Stock, if any, were issued or sold for the consideration actually received by the Company upon such exercise plus the aggregate consideration, if any, actually received by the Company for the issuance, sale or grant of all such rights, options, warrants or conversion or exchange rights whether or not exercised.

10.2 Voluntary Adjustment by the Company. The Company may at its option, at any time during the term of the Warrants, reduce the then current Warrant Price to any amount deemed appropriate by the Board of Directors of the Company.

10.3 Notice of Adjustment. Whenever the number of Warrant Shares purchasable upon the exercise of each Warrant or the Warrant Price of such Warrant Shares is adjusted, as herein provided, the Company shall, or in the event that a Warrant Agent is appointed, the Company shall cause the Warrant Agent promptly to, mail by first class, postage prepaid, to each Holder notice of such adjustment or adjustments. Such notice shall set forth the number of Warrant Shares purchasable upon the exercise of each Warrant and the Warrant Price of such Warrant Shares after such adjustment, setting forth a brief statement of the facts requiring such adjustment and setting forth the computation by which such adjustment was made.

10.4 No Adjustment for Dividends. Except as provided in subsection 10.1, no adjustment in respect of any dividends shall be made during the term of a Warrant or upon the exercise of a Warrant.

10.5 Preservation of Purchase Rights Upon Merger, Consolidation, etc. In case of any consolidation of the Company with or merger of the Company into another corporation or in case of any sale, transfer or lease to another corporation of all or substantially all the property of the Company, the Company or such successor or purchasing corporation, as the case may be, shall execute an agreement that each Holder shall have the right thereafter, upon such

Holder's election, either (i) upon payment of the Warrant Price in effect immediately prior to such action, to purchase upon exercise of each Warrant the kind and amount of shares and other securities and property (including cash) which he would have owned or have been entitled to receive after the happening of such consolidation, merger, sale, transfer or lease had such Warrant been exercised immediately prior to such action (such shares and other securities and property (including cash) being referred to as the "Sale Consideration") or (ii) to receive, in cancellation of such Warrant (and in lieu of paying the Warrant price and exercising such Warrant), the Sale Consideration less a portion thereof having a fair market value (as reasonably determined by the Company) equal to the Warrant Price (it being understood that, if the Sale Consideration consists of more than one type of shares, other securities or property, the amount of each type of shares, other securities or property to be received shall be reduced proportionately); provided, however, that no adjustment in respect of dividends, interest or other income on or from such shares or other securities and property shall be made during the term of a Warrant or upon the exercise of a Warrant. The Company shall mail by first class mail, postage prepaid, to each Holder, notice of the execution of any such agreement. Such agreement shall provide for adjustments, which shall be as nearly equivalent as may be practicable to the adjustments provided for in this Section 10. The provisions of this subsection 10.5 shall similarly apply to successive consolidations, mergers, sales, transfers or leases. The Warrant Agent (if appointed) shall be under no duty or responsibility to determine the correctness of any provisions contained in any such agreement relating to the kind or amount of shares of stock or other securities or property receivable upon exercise of Warrants or with respect to the method employed and provided therein for any adjustments and shall be entitled to rely upon the provisions contained in any such agreement.

10.6 Statement on Warrants. Irrespective of any adjustments in the Warrant Price or the number or kind of shares purchasable upon the exercise of the Warrants, Warrants issued before or after such adjustment may continue to express the same price and number and kind of shares as are stated in the Warrants initially issuable pursuant to this Agreement.

SECTION 11. Fractional Interests. The Company shall not be required to issue fractional Warrant Shares on the exercise of Warrants. If more than one Warrant shall be presented for exercise in full at the same time by the same Holder, the number of full Warrant Shares which shall be

issuable upon the exercise thereof shall be computed on the basis of the aggregate number of Warrant Shares purchasable on exercise of the Warrants so

presented. If any fraction of a Warrant Share would, except for the provisions of this Section 11, be issuable on the exercise of any Warrant (or specified portion thereof), the Company shall pay an amount in cash equal to the average of the daily closing sale prices (determined in accordance with paragraph (d) of subsection 10.1) per share of Common Stock for the 20 consecutive trading days ending one trading day prior to the date the Warrant is presented for exercise, multiplied by such fraction.

SECTION 12. No Rights as Shareholders; Notices to Holders. Nothing contained in this Agreement or in any of the Warrants shall be construed as conferring upon the Holders or their transferees the right to vote or to receive dividends or to consent or to receive notice as shareholders in respect of any meeting of shareholders for the election of directors of the Company or any other matter, or any rights whatsoever as shareholders of the Company. If, however, at any time prior to the expiration of the Warrants and prior to their exercise, any of the following events shall occur:

(a) the Company shall declare any dividend payable in any securities upon its shares of Common Stock or make any distribution (other than a regular cash dividend, as such dividend may be increased from time to time, or a dividend payable in shares of Common Stock) to the holders of its shares of Common Stock; or

(b) the Company shall offer to the holders of its shares of Common Stock on a pro rata basis any cash, additional shares of Common Stock or other securities of the Company or any right to subscribe for or purchase any thereof; or

(c) a dissolution, liquidation or winding up of the Company (other than in connection with a consolidation, merger, sale, transfer or lease of all or substantially all of its property, assets, and business as an entirety) shall be proposed,

then in any one or more of said events the Company shall (a) give notice in writing of such event as provided in Section 14 hereof and (b) if the Warrants have been registered pursuant to the Securities Act of 1933, cause notice of such event to be published once in The Wall Street Journal (national edition), such giving of notice and publication to

be completed at least 10 days prior to the date fixed as a record date or the date of closing the transfer books for the determination of the stockholders entitled to such dividend, distribution, or subscription rights or for the determination of stockholders entitled to vote on such proposed dissolution, liquidation or winding up or the date of expiration of such offer. Such notice shall specify such record date or the date of closing the transfer books or the

date of expiration, as the case may be. Failure to publish, mail or receive such notice or any defect therein or in the publication or mailing thereof shall not affect the validity of any action in connection with such dividend, distribution or subscription rights, or such proposed dissolution, liquidation or winding up, or such offer.

SECTION 13. Appointment of Warrant Agent. At such time as the Company shall register Warrants under the Securities Act of 1933, the Company shall appoint a Warrant Agent to act on behalf of the Company in connection with the issuance, division, transfer and exercise of Warrants. At such time as the Company appoints a Warrant Agent, the Company shall enter into a new Warrant Agreement with the Warrant Agent pursuant to which all new Warrants will be issued, which will reflect the appointment of the Warrant Agent, as well as additional customary provisions as shall be reasonably requested by the Warrant Agent in connection with the performance of its duties. In the event that a Warrant Agent is appointed, the Company shall (i) promptly notify the Holders of such appointment and the place designated for transfer, exchange and exercise of the Warrants, and (ii) take such steps as are necessary to insure that Warrants issued prior to such appointment may be exchanged for Warrants countersigned by the Warrant Agent.

SECTION 14. Notices; Principal Office. Any notice pursuant to this Agreement by the Company or by any Holder to the Warrant Agent (if so appointed), or by the Warrant Agent (if so appointed) or by any Holder to the Company, shall be in writing and shall be delivered in person, or mailed first class, postage prepaid (a) to the Company, at its office, Attention: President or (b) to the Warrant Agent, at its offices as designated at the time the Warrant Agent is appointed. The address of the principal office of the Company is 935 Pardee Street, Berkeley, California 94710. Each party hereto may from time to time change the address to which notices to it are to be delivered or mailed hereunder by notice to the other party.

Any notice mailed pursuant to this Agreement by the Company or the Warrant Agent to the Holders shall be in

writing and shall be mailed first class, postage prepaid, or otherwise delivered, to such Holders at their respective addresses on the books of the Company or the Warrant Agent, as the case may be.

SECTION 15. Successors. Except as expressly provided herein to the contrary, all the covenants and provisions of this Agreement by or for the benefit of the Company and the Financial Advisor shall bind and inure to the benefit of their respective successors and permitted assigns hereunder.

SECTION 16. Merger or Consolidation of the Company. The Company will not merge or consolidate with or into, or sell, transfer or lease all or substantially all of its property to, any other corporation unless the successor or purchasing corporation, as the case may be (if not the Company), shall expressly assume, by supplemental agreement, the due and punctual performance and observance of each and every covenant and condition of this Agreement to be performed and observed by the Company.

SECTION 17. Legends. The Warrants issued pursuant to this Agreement shall bear an appropriate legend, conspicuously disclosing the restrictions on exercise and transfer under Section 2.2 of this Agreement.

SECTION 18. Applicable Law. This Agreement and each Warrant issued hereunder shall be governed by and construed in accordance with the laws of the State of California, without giving effect to principles of conflict of laws.

SECTION 19. Benefits of this Agreement. Nothing in this Agreement shall be construed to give to any person or corporation other than the Company, the Warrant Agent (if appointed) and the Holders any legal or equitable right, remedy or claim under this Agreement; but this Agreement shall be for the sole and exclusive benefit of the Company, the Warrant Agent and the Holders of the Warrants.

SECTION 20. Counterparts. This Agreement may be executed in any number of counterparts and each of such counterparts shall for all purposes be deemed to be an original, and all such counterparts shall together constitute but one and the same instrument.

SECTION 21. Captions. The captions of the Sections and subsections of this Agreement have been

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inserted for convenience only and shall have no substantive effect.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed, all as of the day and year first above written.

BIOTIME, INC.

By: /s/ Paul Segall, Ph.D
Name: Paul Segall, Ph.D
Title: President and Chief
Executive Officer

Attest:

By: /s/ Judith Segall
Name: Judith Segall
Title: Secretary

GREENBELT CORP.

By: /s/ Alfred D. Kingsley
Name: Alfred D. Kingsley
Title: President

Attest:

By: /s/ Gary K. Duberstein
Name: Gary K. Duberstein
Title: Vice President

EXHIBIT A

THIS WARRANT HAS NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED, OR UNDER APPLICABLE STATE SECURITIES LAWS. THIS WARRANT MAY NOT BE EXERCISED, SOLD, PLEDGED, HYPOTHECATED, TRANSFERRED OR ASSIGNED EXCEPT UNDER AN EFFECTIVE REGISTRATION STATEMENT UNDER SUCH ACT AND APPLICABLE STATE SECURITIES LAWS, UNLESS AN EXEMPTION FROM SUCH REGISTRATION IS AVAILABLE AND THE HOLDER SHALL HAVE DELIVERED AN OPINION OF COUNSEL ADDRESSED TO THE COMPANY TO SUCH EFFECT; PROVIDED, THAT SUCH OPINION SHALL BE IN FORM AND SUBSTANCE AND FROM COUNSEL REASONABLY SATISFACTORY TO THE COMPANY.

VOID AFTER 5:00 P.M. NEW YORK TIME, [INSERT EXPIRATION DATE]

Certificate No. _____

Warrant to Purchase
[Insert number of Shares]

Shares of Common Stock

BIOTIME, INC.
COMMON SHARE PURCHASE WARRANTS

This certifies that, for value received, [Insert name of Holder] or registered assigns (the "Holder"), is entitled to purchase from Biotime, Inc. a California corporation (the "Company"), at any time after 9:00 A.M., New York time, on [Insert Date of Allowed Exercise pursuant to Section 1 of the Warrant Agreement referred to below] at a purchase price per share [Insert Warrant Price determined pursuant to Sections 9 and 10 of the Warrant Agreement] (the "Warrant Price"), the number of its Common Shares, no par value per share (the "Common Stock"), shown above. The number of shares purchasable upon exercise of the Common Share Purchase Warrants (the "Warrants") and the Warrant Price are subject to adjustment from time to time as set forth in the Warrant Agreement referred to below. Outstanding Warrants not exercised prior to 5:00 p.m., New York time, on [Insert Expiration Date pursuant to Section 1 of the Warrant Agreement] shall thereafter be void.

Subject to restriction specified in the Warrant Agreement, Warrants may be exercised in whole or in part by presentation of this Warrant Certificate with the Purchase Form on the reverse side hereof duly executed, which signature shall be guaranteed by a bank or trust company or a broker or dealer which is a member of the National

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Association of Securities Dealers, Inc., and simultaneous payment of the Warrant Price (or as otherwise set forth in Section 10.5) of the Warrant Agreement at the principal office of the Company (or if a Warrant Agent is appointed, at the principal office of the Warrant Agent). Payment of such price shall be made in cash or by certified or bank cashier's check. As provided in the Warrant Agreement, the Warrant Price and the number or kind of shares which may be purchased upon the exercise of the Warrant evidenced by this Warrant Certificate are, upon the happening of certain events, subject to modification and adjustment.

This Warrant Certificate is issued under and in accordance with a Warrant Agreement dated as of September 13, 1995 between the Company and Greenbelt Corp. and is subject to the terms and provisions contained in the Warrant Agreement, to all of which the Holder of this Warrant Certificate by acceptance of this Warrant Certificate consents. A copy of the Warrant Agreement may be obtained by the Holder hereof upon written request to the Company. In the event that pursuant to Section 13 of the Warrant Agreement a Warrant Agent is appointed and a new warrant agreement entered into between the Company and such Warrant Agent, then such new warrant agreement shall constitute the Warrant Agreement for purposes hereof and this Warrant Certificate shall be deemed to have been issued pursuant to such new warrant agreement.

Upon any partial exercise of the Warrant evidenced by this Warrant Certificate, there shall be issued to the Holder hereof a new Warrant Certificate in respect of the shares of Common Stock as to which the Warrant evidenced by this Warrant Certificate shall not have been exercised. This Warrant Certificate may be exchanged at the office of the Company (or the Warrant Agent, if appointed) by surrender of this Warrant Certificate properly endorsed either separately or in combination with one or more other Warrant Certificates for one or more new Warrant Certificates evidencing the right of the Holder thereof to purchase the aggregate number of shares as were purchasable on exercise of the Warrants evidenced by the Warrant Certificate or Certificates exchanged. No fractional shares will be issued upon the exercise of any Warrant, but the Company will pay the cash value thereof determined as provided in the Warrant Agreement. This Warrant Certificate is transferable at the office of the Company (or the Warrant Agent, if appointed) in the manner and subject to the limitations set forth in the Warrant Agreement.

The Holder hereof may be treated by the Company, the Warrant Agent (if appointed) and all other persons dealing with this Warrant Certificate as the absolute owner hereof for any purpose and as the person entitled to exercise the rights represented hereby, or to the transfer hereof on the books of the Company, any notice to the contrary notwithstanding, and until such transfer on such books, the Company (and the Warrant Agent, if appointed) may treat the Holder hereof as the owner for all purposes.

Neither the Warrant nor this Warrant Certificate entitles any Holder to any of the rights of a stockholder of the Company.

[This Warrant Certificate shall not be valid or obligatory for any purpose until it shall have been countersigned by the Warrant Agent.]*

DATED:

BIOTIME, INC.

(Seal)

By: _____

Title: _____

Attest: _____

[COUNTERSIGNED:

_____ ,

By: _____]*
Authorized Signature

* To be part of the Warrant only after the appointment of a Warrant Agent pursuant to Section 13 of the Warrant Agreement.

PURCHASE FORM

(To be executed upon exercise of Warrant)

To Biotime, Inc.:

The undersigned hereby irrevocably elects to exercise the right of purchase represented by the within Warrant Certificate for, and to purchase thereunder, _____ shares of Common Stock, as provided for therein, and tenders herewith payment of the purchase price in full in the form of cash or a certified or bank cashier's check in the amount of \$_____.

Please issue a certificate or certificates for such shares of Common Stock in the name of, and pay any cash for any fractional share to:

PLEASE INSERT SOCIAL SECURITY
OR OTHER IDENTIFYING NUMBER
OF ASSIGNEE

NAME _____
(Please Print Name &
Address)

Address _____

Signature _____

NOTE: The above signature should correspond exactly with the name on the face of this Warrant Certificate or with the name of the assignee appearing in the assignment form below.

And, if said number of shares shall not be all the shares purchasable under the

within Warrant Certificate, a new Warrant Certificate is to be issued in the name of said undersigned for the balance remaining of the share purchasable thereunder less any fraction of a share paid in cash.

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ASSIGNMENT

(To be executed only upon assignment of Warrant Certificate)

For value received, _____ hereby sells, assigns and transfers unto _____ the within Warrant Certificate, together with all right, title and interest therein, and does hereby irrevocably constitute and appoint _____ attorney, to transfer said Warrant Certificate on the books of the within-named Company, with full power of substitution in the premises.

Dated: _____

NOTE: _____
The above signature should correspond exactly with the name on the face of this Warrant Certificate.

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