

SECURITIES AND EXCHANGE COMMISSION

Washington, D.C. 20549

FORM 8-K

CURRENT REPORT

PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES AND EXCHANGE ACT OF 1934

Date of report (date of earliest event reported): March 28, 2008

COMMONWEALTH BIOTECHNOLOGIES, INC.

(Exact name of registrant as specified in its charter)

Virginia
(State or Other Jurisdiction
of Incorporation)

001-13467
(Commission File Number)

56-1641133
(IRS Employer
Identification No.)

601 Biotech Drive
Richmond, Virginia 23235
(Address of principal executive offices)

Registrant's telephone number, including area code: (804) 648-3820

Check the appropriate box below if the Form 8-K filing is intended to simultaneously satisfy the filing obligations of the registrant under any of the following provisions:

- Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)
- Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)
- Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))
- Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))

ITEM 1.01 ENTRY INTO A MATERIAL DEFINITIVE AGREEMENT

As a result of the closing of the sale (the "Sale") of 2,150,000 shares (the "Shares") of the common stock, without par value per share, of Commonwealth Biotechnologies, Inc. (the "Registrant") by PharmAust Limited, an Australian limited company ("PharmAust"), to Venturepharm Laboratories Limited, a Cayman Islands company that has shares listed on the Hong Kong Stock Exchange ("Venturepharm"), the Registrant entered into the following agreements with Venturepharm. All of the following agreements were entered into by and between the Registrant and Venturepharm effective as of March 28, 2008.

Registration Rights Agreement. The Registrant entered into a Registration Rights Agreement with Venturepharm. Pursuant to this agreement, the Registrant granted Venturepharm a single demand to require the Registrant to register the Shares pursuant to the Securities Act of 1933, as amended.

Voting and Lock-Up Agreement. The Registrant entered into a Voting and Lock-Up Agreement with Venturepharm. Pursuant to this agreement, Venturepharm agreed, for six months after the closing of the Sale, to vote all of the Shares and any other shares Venturepharm may own in the Registrant in favor of all proposals requiring shareholder approval that are adopted by the Registrant's Board of Directors. In addition, pursuant to this agreement, Venturepharm agreed that each will not offer, sell, contract to sell, or otherwise dispose of any of the Shares for a period of eighteen months following the closing of the Sale.

Ancillary Agreement. The Registrant entered into an ancillary agreement with Venturepharm. Pursuant to this agreement, Venturepharm has a right to purchase up to \$3 million worth of additional shares of common stock from the Registrant, and the Registrant has the right to require Venturepharm to purchase up to \$1 million worth of additional shares of common stock of the Registrant under certain circumstances. In each case, the purchase price would be paid half in cash and half in Venturepharm ordinary shares, and the purchase price will be at a 10% discount to the average closing price for the Registrant's common stock for the 50 days prior to the exercise notice. The Registrant's put right may be exercised at any time beginning 60 days after the closing of the Sale and concluding on the third anniversary of the Sale. The Registrant is limited in its ability to issue common stock during the put period until it has exercised the put right. Venturepharm's call right may be exercised twice during the period beginning on the closing of the Sale and ending on the third anniversary of the closing of the Sale. All obligations under the ancillary agreement are subject to compliance with NASDAQ rules and the terms of the Registrant's private placement completed on December 31, 2007, and the Registrant shall not be obligated to issue any common stock in violation thereof.

Side Letter Agreement. The Registrant entered into a side letter agreement with Venturepharm. Pursuant to this agreement, the Registrant has agreed, effective as of the execution and delivery of the last of the foregoing agreements, to amend its bylaws to remove the applicability of the Virginia Control Share Acquisition Act (see Item 5.03 below), to grant Venturepharm the right to appoint a member to the board of directors of the Registrant, to cooperate with Venturepharm in transferring the Shares, and to make certain representations regarding the Registrant.

ITEM 5.01 CHANGES IN CONTROL OF REGISTRANT

Pursuant to the terms of the Sale, as of March 28, 2008, Venturepharm acquired the Shares from PharmAust. This amount represents approximately 39% of the Registrant's outstanding common stock on a post-transaction basis. Although the Registrant did not issue the Shares to Venturepharm, the Registrant is aware of the Sale and believes it may constitute a change of control of the Registrant.

In connection with this change of control and the Sale, the Registrant has granted Venturepharm the right to appoint one member to the Registrant's Board of Directors, and has entered into a number of material agreements described in Item 1.01 above.

ITEM 5.03 AMENDMENTS TO ARTICLES OF INCORPORATION OR BYLAWS; CHANGE IN FISCAL YEAR.

In connection with the closing of the Sale, the Registrant amended its bylaws, effective March 28, 2008. The amendment was not required to be disclosed in a proxy statement. The amendment causes the Registrant to opt out of Virginia's Control Share Acquisition Act. The Control Share Acquisition Act protects companies from takeovers by causing voting stock to become nonvoting stock if required in a control share acquisition (which is defined as the acquisition of more than one-fifth, one-third, and one-half of the voting stock of a covered corporation). By opting

out of the Control Share Acquisition Act, the Registrant effectively permits Venturepharm to vote any of the Shares. Under the bylaws prior to amendment, Venturepharm would have been limited to voting less than 20% of the outstanding shares of the Registrant. The resolution amending the Registrant's bylaws is reprinted in its entirety below.

WHEREAS Article VI, Section 7 of the Bylaws shall be deleted in its entirety and shall be replaced with the following

Section 7. Control Share Acquisition Statute. In accordance with Section 13.1-728.2 of the Virginia Stock Corporation Act, the Corporation opts out of the Control Share Acquisition Act, Article 14.1 of Title 13.1 of the Code of Virginia.

ITEM 9.01 FINANCIAL STATEMENTS AND EXHIBITS.

- (a) Financial statements of businesses acquired.
Not Applicable.
- (b) Pro forma financial information.
Not Applicable.
- (c) Exhibits.
 - 10.1 Registration Rights Agreement, dated March 28, 2008, by and between Commonwealth Biotechnologies, Inc. and Venturepharm Laboratories Limited.
 - 10.2 Voting and Lock-Up Agreement, dated March 28, 2008, by and between Commonwealth Biotechnologies, Inc. and Venturepharm Laboratories Limited.
 - 10.3 Ancillary Agreement, dated March 28, 2008, by and between Commonwealth Biotechnologies, Inc. and Venturepharm Laboratories Limited.
 - 10.4 Side Letter Agreement, dated March 28, 2008, by and between Commonwealth Biotechnologies, Inc. and Venturepharm Laboratories Limited.
 - 99.1 Press release, dated April 1, 2008, titled "Venturepharm Laboratories Becomes a Strategic Investor and Joint Venture Partner of Commonwealth Biotechnologies, Inc."
 - 99.2 Press release, dated April 2, 2008, titled "Exelgen, Ltd., a subsidiary of Commonwealth Biotechnologies, Inc., Announces Two New Major Drug Discovery Collaborations."

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

COMMONWEALTH BIOTECHNOLOGIES, INC.

By: /s/ Richard J. Freer

Richard J. Freer
Chairman/COO

Dated: April 2, 2008

EXHIBIT INDEX

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- 10.2 Voting and Lock-Up Agreement, dated March 28, 2008, by and between Commonwealth Biotechnologies, Inc. and Venturepharm Laboratories Limited.
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COMMONWEALTH BIOTECHNOLOGIES, INC.
REGISTRATION RIGHTS AGREEMENT

THIS AGREEMENT is made as of March 28, 2008, by and between Commonwealth Biotechnologies, Inc., a Virginia corporation (the "Company"), and Venturepharm Laboratories Limited, a Cayman Islands limited company (the "Stockholder").

As of the date hereof, the Stockholder has agreed to acquire, subject to, among others, applicable regulatory approvals, 2,150,000 shares of the Company's common stock, without par value per share (the "Purchased Shares"), from PharmAust Limited, an Australian limited company in a private transaction. In connection with such purchase, the Stockholder entered into a letter agreement with the Company pursuant to which the Company agreed to provide the Stockholder certain registration rights related to the Purchased Shares.

NOW THEREFORE, in consideration of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Demand Registrations.

(a) Requests for Registration. At any time after the date that is the second anniversary of the date of this Agreement, the Stockholder may request registration under the Securities Act of 1933, as amended (the "Securities Act"), of all or any portion of the Purchased Shares on an applicable Securities and Exchange Commission (the "SEC") form. Such registration requested pursuant to this Section 1(a) is referred to herein as the "Demand Registration." The request for a Demand Registration shall specify the number of Purchased Shares requested to be registered. The Stockholder shall be entitled to request one Demand Registration in which the Company shall pay all Registration Expenses (as defined below). A registration shall not count as the Demand Registration until it has become effective.

(b) Priority on Demand Registration. The Company shall not include in the Demand Registration any securities other than Purchased Shares without the prior written consent of the Stockholder. If the Demand Registration is an underwritten offering and the managing underwriters advise the Company in writing that in their opinion the number of Purchased Shares and, if permitted hereunder, other securities requested to be included in such offering, exceeds the number of Purchased Shares and other securities, if any, which can be sold therein without adversely affecting the marketability of the offering, the Company shall include in such registration prior to the inclusion of any securities which are not Purchased Shares the number of Purchased Shares requested to be included which in the opinion of such underwriters can be sold without adversely affecting the marketability of the offering.

(c) Restrictions on Demand Registration. The Company may postpone for up to 90 days the filing or the effectiveness of a registration statement for the Demand Registration if the Company's Board of Directors determines in its reasonable good faith judgment that the

Demand Registration would reasonably be expected to have a material adverse effect on any planned merger, acquisition or similar transaction; provided that in such event, the Stockholder shall be entitled to withdraw such request and, if such request is withdrawn, such Demand Registration shall not count as the permitted Demand Registration hereunder and the Company shall pay all Registration Expenses in connection with such registration. The Company may delay the Demand Registration hereunder only once in any twelve-month period.

(d) Selection of Underwriters. The Stockholder shall have the right to select the investment banker(s) and manager(s) to administer the Demand Registration.

2. Registration Procedures. Whenever the Stockholder shall request that any Purchased Shares be registered pursuant to this Agreement, the Company shall use its best efforts to effect the registration and the sale of such Purchased Shares in accordance with the intended method of disposition thereof, and pursuant thereto the Company shall as expeditiously as possible:

(a) prepare and file with the SEC one or more registration statements with respect to such Purchased Shares and use commercially reasonable efforts to cause such registration statements to become effective (provided that before filing a registration statement or prospectus or any amendments or supplements thereto, the Company shall furnish to the counsel selected by the Stockholder copies of all such documents proposed to be filed, which documents shall be subject to the review and comment of such counsel);

(b) notify the Stockholder of the effectiveness of a registration statement filed hereunder and prepare and file with the SEC such amendments and supplements to such registration statement and the prospectus used in connection therewith as may be necessary to keep such registration statement effective for a period of not less than 180 days and comply with the provisions of the Securities Act with respect to the disposition of all securities covered by such registration statement during such period in accordance with the intended methods of disposition by the Stockholder set forth in such registration statement;

(c) furnish to the Stockholder such number of copies of a registration statement, each amendment and supplement thereto, the prospectus included in a registration statement (including each preliminary prospectus) and such other documents as the Stockholder may reasonably request in order to facilitate the disposition of the Purchased Shares owned by the Stockholder;

(d) use its best efforts to register or qualify such Purchased Shares under such other securities or blue sky laws of such jurisdictions as the Stockholder reasonably requests and do any and all other acts and things which may be reasonably necessary or advisable to enable the Stockholder to consummate the disposition in such jurisdictions of the Purchased Shares owned by the Stockholder (provided that the Company shall not be required to (i) qualify generally to do business in any jurisdiction where it would not otherwise be required to qualify but for this subsection, (ii) subject itself to taxation in any such jurisdiction or (iii) consent to general service of process in any such jurisdiction);

(e) notify the Stockholder, at any time when a prospectus relating thereto is required to be delivered under the Securities Act, of the happening of any event as a result of which the prospectus included in a registration statement contains an untrue statement of a material fact or omits any fact necessary to make the statements therein not misleading, and, at the request of the Stockholder, the Company shall prepare a supplement or amendment to such prospectus so that, as thereafter delivered to the purchasers of such Purchased Shares, such prospectus shall not contain an untrue statement of a material fact or omit to state any fact necessary to make the statements therein not misleading;

(f) cause all such Purchased Shares to be listed on each securities exchange on which similar securities issued by the Company are then listed and, if not so listed, to be listed on the NASD automated quotation system and, if listed on the NASD automated quotation system, use its best efforts to secure designation of all such Purchased Shares covered by a registration statement as a NASDAQ "national market system security" within the meaning of Rule 11Aa2-1 of the SEC or, failing that, to secure NASDAQ authorization for such Purchased Shares and, without limiting the generality of the foregoing, to arrange for at least two market makers to register as such with respect to such Purchased Shares with the NASD;

(g) enter into such customary agreements (including underwriting agreements in customary form) and take all such other actions as the Stockholder or the underwriters, if any, reasonably request in order to expedite or facilitate the disposition of such Purchased Shares;

(h) make available for inspection by the Stockholder, any underwriter participating in any disposition pursuant to a registration statement and any attorney, accountant or other agent retained by the Stockholder or underwriter, all financial and other records, pertinent corporate documents and properties of the Company, and cause the Company's officers, directors, employees and independent accountants to supply all information reasonably requested by the Stockholder, underwriter, attorney, accountant or agent in connection with a registration statement, subject to the agreement of such person to maintain the confidentiality of all confidential information of the Company;

(i) in the event of the issuance of any stop order suspending the effectiveness of a registration statement, or of any order suspending or preventing the use of any related prospectus or suspending the qualification of any common stock included in a registration statement for sale in any jurisdiction, the Company shall use its best efforts promptly to obtain the withdrawal of such order;

(j) obtain a cold comfort letter from the Company's independent public accountants in customary form and covering such matters of the type customarily covered by cold comfort letters as the Stockholder reasonably requests; and

(k) provide such reasonable assistance in the marketing of the Purchased Shares as is customary of issuers in primary underwritten public offerings (including participation by its senior management in "road shows").

3. Registration Expenses.

(a) All expenses incident to the Company's performance of or compliance with this Agreement, including without limitation all registration and filing fees, fees and expenses of compliance with securities or blue sky laws, printing expenses, messenger and delivery expenses, fees and disbursements of custodians, fees and disbursements of counsel for the Company and all independent certified public accountants (including the expenses of any special audits or "cold comfort" letters required by or incident to such performance), compliance, premiums and other costs of policies of insurance purchased by the Company at its option against liabilities arising out of the public offering of such Registrable Shares, underwriters (excluding discounts and commissions) and other persons retained by the Company (all such expenses being herein called "Registration Expenses"), shall be borne by the Company. The Stockholder shall bear any underwriting discounts, spreads and commissions and shall bear any costs, fees and disbursements of accountants and counsel retained by it.

4. Indemnification.

(a) The Company agrees to indemnify, to the extent permitted by law, the Stockholder, its stockholders, members, managers, officers and directors and each person who controls the Stockholder (within the meaning of the Securities Act) against all losses, claims, damages, liabilities and expenses caused by any untrue or alleged untrue statement of material fact contained in any registration statement, prospectus or preliminary prospectus or any amendment thereof or supplement thereto or any omission or alleged omission of a material fact required to be stated therein or necessary to make the statements therein not misleading, except insofar as the same are caused by or contained in any information furnished in writing to the Company by the Stockholder expressly for use therein or by the Stockholder's failure to deliver a copy of a registration statement or prospectus or any amendments or supplements thereto after the Company has furnished the Stockholder with a sufficient number of copies of the same. In connection with an underwritten offering, the Company shall indemnify such underwriters, their officers and directors and each person who controls such underwriters (within the meaning of the Securities Act) to the same extent as provided above with respect to the indemnification of the Stockholder.

(b) In connection with any registration statement in which the Stockholder is participating, the Stockholder shall furnish to the Company in writing such information and affidavits as the Company reasonably requests for use in connection with any registration statement or prospectus and, to the extent permitted by law, shall indemnify the Company, its directors and officers and each person who controls the Company (within the meaning of the Securities Act) against any losses, claims, damages, liabilities and expenses resulting from any untrue or alleged untrue statement of material fact contained in a registration statement, prospectus or preliminary prospectus or any amendment thereof or supplement thereto or any omission or alleged omission of a material fact required to be stated therein or necessary to make the statements therein not misleading, but only to the extent that such untrue statement or omission is contained in any information or affidavit so furnished in writing by the Stockholder.

(c) Any person entitled to indemnification hereunder shall (i) give prompt written notice to the indemnifying party of any claim with respect to which it seeks indemnification (provided that the failure to give prompt notice shall not impair any person's right to indemnification hereunder to the extent such failure has not prejudiced the indemnifying party) and (ii) unless in such indemnified party's reasonable judgment a conflict of interest between such indemnified and indemnifying parties may exist with respect to such claim, permit such indemnifying party to assume the defense of such claim with counsel reasonably satisfactory to the indemnified party. If such defense is assumed, the indemnifying party shall not be subject to any liability for any settlement made by the indemnified party without its consent (but such consent shall not be unreasonably withheld, conditioned or delayed). An indemnifying party who is not entitled to, or elects not to, assume the defense of a claim shall not be obligated to pay the fees and expenses of more than one counsel for all parties indemnified by such indemnifying party with respect to such claim, unless in the reasonable judgment of any indemnified party a conflict of interest may exist between such indemnified party and any other of such indemnified parties with respect to such claim.

(d) The indemnification provided for under this Agreement shall remain in full force and effect regardless of any investigation made by or on behalf of the indemnified party or any officer, director or controlling person of such indemnified party and shall survive the transfer of securities. The Company also agrees to make such provisions, as are reasonably requested by any indemnified party, for contribution to such party in the event the Company's indemnification is unavailable for any reason.

6. Miscellaneous.

(a) The Company shall not hereafter enter into any agreement with respect to its securities which is inconsistent with or violates the rights granted to the Stockholder in this Agreement.

(b) This Agreement, those documents expressly referred to herein and other documents of even date herewith embody the complete agreement and understanding among the parties and supersede and preempt any prior understandings, agreements or representations by or among the parties, written or oral, which may have related to the subject matter hereof in any way.

(c) The Company shall not take any action, or permit any change to occur, with respect to its securities which would adversely affect the ability of the Stockholder to include such Purchased Shares in a registration undertaken pursuant to this Agreement or which would adversely affect the marketability of such Purchased Shares in any such registration (including, without limitation, effecting a stock split or a combination of shares).

(d) Any person having rights under any provision of this Agreement shall be entitled to enforce such rights specifically to recover damages caused by reason of any breach of

any provision of this Agreement and to exercise all other rights granted by law. The parties hereto agree and acknowledge that money damages may not be an adequate remedy for any breach of the provisions of this Agreement and that any party may in its sole discretion apply to any court of law or equity of competent jurisdiction (without posting any bond or other security) for specific performance and for other injunctive relief in order to enforce or prevent violation of the provisions of this Agreement.

(e) The provisions of this Agreement may be amended or waived only upon the prior written consent of the Company and the Stockholder.

(f) All covenants and agreements in this Agreement by or on behalf of any of the parties hereto shall bind and inure to the benefit of the respective successors and assigns of the parties hereto whether so expressed or not. Notwithstanding the foregoing, however, this Agreement is not assignable without the prior written consent of both parties hereto.

(g) Whenever possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Agreement is held to be prohibited by or invalid under applicable law, such provision shall be ineffective only to the extent of such prohibition or invalidity, without invalidating the remainder of this Agreement.

(h) This Agreement may be executed simultaneously in two or more counterparts, any one of which need not contain the signatures of more than one party, but all such counterparts taken together shall constitute one and the same Agreement.

(i) The descriptive headings of this Agreement are inserted for convenience only and do not constitute a part of this Agreement.

(j) The corporate law of the Commonwealth of Virginia shall govern all issues and questions concerning the relative rights of the Company and its stockholders. All other issues and questions concerning the construction, validity, interpretation and enforcement of this Agreement and the exhibits and schedules hereto shall be governed by, and construed in accordance with, the laws of the Commonwealth of Virginia, without giving effect to any choice of law or conflict of law rules or provisions (whether of the Commonwealth of Virginia or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than the Commonwealth of Virginia. In furtherance of the foregoing, the internal law of the Commonwealth of Virginia shall control the interpretation and construction of this Agreement (and all schedules and exhibits hereto), even though under that jurisdiction's choice of law or conflict of law analysis, the substantive law of some other jurisdiction would ordinarily apply.

(k) All notices, demands or other communications to be given or delivered under or by reason of the provisions of this Agreement shall be in writing and shall be deemed to have been given when delivered personally to the recipient, sent to the recipient by reputable overnight courier service (charges prepaid) or mailed to the recipient by certified or registered mail, return receipt requested and postage prepaid. Such notices, demands and other communications shall be sent to the following addresses:

Commonwealth Biotechnologies, Inc.
601 Biotech Drive
Richmond, VA 23235
Attention: Richard J. Freer, Ph.D.

With copies to:

Kaufman & Canoles, P.C.
Three James Center, 12th Floor
1051 East Cary Street
Richmond, Virginia 23219
Attention: Bradley A. Haneberg, Esquire

Venturepharm Laboratories Limited
Venturepharm Towers
No. 3 Jinzhuang
Si Ji Qing, Haidian District
Beijing 10089, People's Republic of China

or to such other address or to the attention of such other person as the recipient party has specified by prior written notice to the sending party.

(l) The obligations of the Stockholder hereunder are subject to the condition that the Stockholder shall have obtained all necessary approvals under the Rules Governing the Listing of Securities on the Growth Enterprise Market of the Stock Exchange of Hong Kong Limited and any other regulatory approvals.

* * * * *

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

COMMONWEALTH BIOTECHNOLOGIES, INC.

By: /s/ Richard J. Freer, Ph.D.
Name: Richard J. Freer, Ph.D.
Title: Chief Operating Officer

VENTUREPHARM LABORATORIES LIMITED

By: /s/ William Xia Guo
Name: William Xia Guo
Title: Director

VOTING AND LOCK-UP AGREEMENT

March 28, 2008

Commonwealth Biotechnologies, Inc.
601 Biotech Drive
Richmond, Virginia 23235
Attention: Paul D'Sylva, Ph.D.

Re: **Voting and Lock-Up Agreement**

Dear Dr. D'Sylva:

Reference is made to the Share Sale Agreement dated as of March 28, 2008 (the "Purchase Agreement") between PharmAust Limited., an Australian limited corporation, ("PharmAust"), and VenturePharm Laboratories Limited ("VPL"). Pursuant to the terms of the Purchase Agreement, VPL has agreed to acquire, subject to, among others, applicable regulatory approvals, from PharmAust 2,150,000 shares of common stock, without par value per share (the "Shares"), of Commonwealth Biotechnologies, Inc. ("CBI"). In connection therewith, CBI and VPL, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, hereby agree as follows:

1. For the period beginning on the closing date of the Purchase Agreement and expiring on the date that is the six month anniversary of such closing date (the "Voting Period"), VPL agrees to vote all shares of CBI common stock that it controls (including the Shares) in favor of all proposals requiring shareholder approval that are adopted by CBI's Board of Directors.
2. During the period beginning on the closing date of the Purchase Agreement and ending on the date that is the 18 month anniversary of such closing date (the "Lock-Up Period"), VPL will not offer, sell, contract to sell, grant any option to purchase or otherwise dispose of any shares of CBI's capital stock, or any securities convertible into or exercisable or exchangeable for CBI's capital stock, or warrants to purchase shares of CBI's capital stock (including, without limitation, securities of CBI which may be deemed to be beneficially owned by the undersigned in accordance with the rules and regulations of the Securities and Exchange Commission and securities which may be issued upon the exercise of a stock option or warrant) without the prior written consent of CBI, which consent shall not be unreasonably withheld.
3. Furthermore and in furtherance of the agreements set forth in Sections 2 and 3 above, VPL hereby undertakes not to assign, transfer or otherwise convey the Shares which would contravene the intent of Sections 2 and/or 3. In the event that VPL fails to take any action that it is required to take under this Voting and Lock-Up Agreement, VPL appoints CBI as its attorney-in-fact to take such action that VPL would be required to take.

4. The parties hereto agree there shall be imprinted or otherwise placed, on certificates held by VPL the following restrictive legend:

THE SALE OR TRANSFER OF THE SECURITIES REPRESENTED BY THIS CERTIFICATE IS SUBJECT TO THE TERMS AND CONDITIONS OF A CERTAIN VOTING AND LOCK-UP AGREEMENT BETWEEN COMMONWEALTH BIOTECHNOLOGIES, INC. ("CBI") AND VENTUREPHARM LABORATORIES LIMITED. COPIES OF SUCH AGREEMENT MAY BE OBTAINED UPON WRITTEN REQUEST TO THE SECRETARY OF CBI.

5. The provisions of this Agreement shall be binding upon the successors and assigns of the parties including, without limitation, any person who shall succeed to the ownership of any of the Shares. Notwithstanding the foregoing, however, neither party hereto may assign this agreement without the written consent of the other party.

6. Except as otherwise provided herein, VPL shall exercise the full rights of a stockholder with respect to the Shares.

7. This Agreement shall begin on the date hereof and shall terminate upon the expiration of the Lock-Up Period, whichever is later.

8. The parties hereto hereby declare that it is impossible to measure in money the damages which will accrue to a party hereto or to their heirs, personal representatives, or assigns by reason of a failure to perform any of the obligations under this Agreement and agree that the terms of this Agreement shall be specifically enforceable. If any party hereto or his heirs, personal representatives, or assigns institutes any action or proceeding to specifically enforce the provisions hereof, any person against whom such action or proceeding is brought hereby waives the claim or defense therein that such party or such personal representative has an adequate remedy at law, and such person shall not offer in any such action or proceeding the claim or defense that such remedy at law exists.

9. THIS AGREEMENT, AND THE RIGHTS OF THE PARTIES HERETO, SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE COMMONWEALTH OF VIRGINIA. VENUE UNDER ANY CLAIM ARISING UNDER OR RELATED TO THIS AGREEMENT SHALL LIE EXCLUSIVELY IN THE STATE COURTS LOCATED IN THE CITY OF RICHMOND AND THE U.S. FEDERAL COURTS LOCATED IN THE EASTERN DISTRICT OF VIRGINIA.

10. This Agreement may be amended only by an instrument in writing signed by each of the parties hereto.

11. Whenever possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Agreement shall be held to be prohibited by or invalid under applicable law, such provision shall be ineffective only to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Agreement.

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

13. No waivers of any breach of this Agreement extended by any party hereto to any other party shall be construed as a waiver of any rights or remedies of any other party hereto or with respect to any subsequent breach.

14. In the event that any suit or action is instituted to enforce any provision in this Agreement, the prevailing party shall be entitled to all costs and expenses of maintaining such suit or action, including reasonable attorneys' fees.

15. All notices and other communications required or permitted under this Agreement shall be in writing and shall be delivered personally by hand or by courier, or mailed by United States first-class mail, postage prepaid directed to such party at its address set forth on the signature page hereto, or at such other address as such party may designate by ten (10) days' advance written notice to the party providing notice. All such notices and other communications shall be deemed given upon personal delivery or three (3) days after the date of mailing.

16. This Agreement is intended to be the sole agreement of the parties as it relates to this subject matter and does hereby supersede all other agreements of the parties relating to the subject matter hereof.

17. The obligations of VPL hereunder are subject to the condition that VPL shall have obtained all necessary approvals under the Rules Governing the Listing of Securities on the Growth Enterprise Market of the Stock Exchange of Hong Kong Limited and any other regulatory approvals.

Very truly yours,

VENTUREPHARM LABORATORIES LIMITED

By: /s/ William Xia Guo

Name: William Xia Guo

Title: Director

Date: 28 March 2008

Address: Venturepharm Towers
No. 3 Jinzhuang, Si Ji Qing
Haidian District, Beijing 10089
China

AGREED:

COMMONWEALTH BIOTECHNOLOGIES, INC.

By: /s/ Richard J. Freer, Ph.D.

Name: Richard J. Freer, Ph.D.

Title: Chief Operating Officer

Date: March 28, 2008

Address: 601 Biotech Drive
Richmond, Virginia 23235

ANCILLARY AGREEMENT

THIS ANCILLARY AGREEMENT ("Agreement") is made and entered into this 28th day of March, 2008, by and between Commonwealth Biotechnologies, Inc., a Virginia corporation ("CBI"), and Venturepharm Laboratories Limited, a Cayman Islands limited company ("VPL"). CBI and VPL are hereinafter sometimes referred to individually as a "Party" or collectively as the "Parties."

RECITALS

WHEREAS, contemporaneously with the execution of this Agreement, VPL has agreed, subject to, among others, applicable regulatory approvals, to purchase an aggregate of 2,150,000 shares (the "Purchased Shares") of CBI's common stock, without par value per share ("CBI Common Stock"), from PharmAust Limited, an Australian limited company, in a private transaction.

NOW THEREFORE, in consideration of the mutual covenants and agreements hereinafter set forth together with other good and valuable consideration, the receipt and legal sufficiency of which are hereby acknowledged, the Parties agree as follows:

ARTICLE I**AGREEMENT RELATED TO PUT RIGHT AND CALL RIGHT****1.01 Put Right of CBI.**

(a) In consideration of US\$1 paid by CBI to VPL (receipt of which is hereby acknowledged), on one single occasion at any time prior to the date that is the third anniversary of the date of this Agreement (the "Put Expiration Date"), but no earlier than 60 days after the closing of the acquisition of the Purchased Shares by VPL, subject to the terms of this Agreement, CBI shall have the option (the "Put Right") to sell to VPL, and VPL shall be obligated to purchase, up to \$1,000,000 of CBI Common Stock at the Put Price Per Share (the "Put Shares"). The Put Shares will be newly issued, unregistered shares of CBI Common Stock, with registration rights. The payment will be made half by cash and half by ordinary shares of VPL at the price determined in accordance with paragraph (c) below.

(b) CBI shall provide written notice to VPL of its election to exercise the Put Right, which notice shall specify: (a) the date of notice of exercise of the Put Right (the "Put Notification Date"); and (b) the date on which VPL shall purchase the Put Shares from CBI (the "Put Date"). The Put Date shall be the tenth business day after VPL receives such notice.

(c) The "Put Price Per Share" shall be defined as 10% discount of the arithmetic average of the closing sales prices of one share of CBI Common Stock, as reported by the NASDAQ Capital Market, for the fifty (50) consecutive trading days immediately prior to (but not including) the second business day before the Put Date. If there are any days on which the NASDAQ Capital Market is open but CBI Common Stock does not trade, such days shall be

omitted from the calculation and additional days shall be added to the time period as necessary to establish a 50-trading day average price. The number of the ordinary shares of VPL to be issued to CBI as partial consideration will be determined by dividing one half of the consideration for the Put Shares by 90% of the arithmetic average of the closing prices of the one share of VPL as published in the Daily Quotation Sheets published by The Stock Exchange of Hong Kong Limited for the fifty (50) consecutive trading days immediately prior to (but not including) the second business day before the Put Date, subject to the rules of the HK Stock Exchange. To the extent that CBI Common Stock is not then listed on the Nasdaq Capital Market or VPL's ordinary shares are not then listed on the HK Stock Exchange, the Parties agree to mutually determine the Put Price Per Share.

(d) Subject to the terms and conditions hereof, upon exercise by CBI of the Put Right, CBI hereby agrees to issue and sell to VPL, and VPL hereby agrees to purchase from CBI, that number of Put Shares calculated by dividing the dollar amount of the investment selected by CBI (up to \$1,000,000) by the Put Price Per Share.

(e) Until the Put Expiration Date, CBI will not offer any placement of equity or equity equivalent securities of CBI to any third party, until CBI exercises its put right. The foregoing sentence shall only apply to situations where CBI issues its securities in a capital raise. CBI shall not be restricted in its ability to issue securities (i) pursuant to its stock incentive plans or (ii) in connection with any strategic acquisition or merger, the primary purpose of which is not to raise capital.

1.02 Call Right of VPL.

(a) In consideration of US\$1 paid by VPL to CBI (receipt of which is hereby acknowledged), at any time prior to the date that is the third anniversary of the date of this Agreement (the "Call Expiration Date"), subject to the terms of this Agreement, VPL shall have two separate options (each, a "Call Right" and, collectively, the "Call Rights") to purchase, and CBI shall be obligated to sell, up to an aggregate of \$3,000,000 of CBI Common Stock (the "Call Shares"). The Call Shares will be newly issued, unregistered shares of CBI Common Stock, with registration rights. The payment will be made half by cash and half by ordinary shares of VPL. For clarification purposes, the Parties hereto acknowledge that while CBI shall grant VPL two Call Rights pursuant to the terms of this Agreement, upon exercise of these Call Rights, CBI is not required to sell more than \$3,000,000 of CBI Common Stock in the aggregate pursuant to this Agreement upon VPL's exercise of the Call Rights.

(b) VPL shall provide written notice to CBI of its election to exercise a Call Right, which notice shall specify: (a) the date of notice of exercise of the applicable Call Right (the "Call Notification Date"); and (b) the date on which VPL shall purchase the Call Shares from CBI (the "Call Date"). The applicable Call Date shall be the tenth business day after CBI receives such notice.

(c) The "Call Price Per Share" shall be defined as 10% discount of the arithmetic average of the closing sales prices of one share of CBI Common Stock, as reported by the NASDAQ Capital Market, for the fifty (50) consecutive trading days immediately prior to

(but not including) the second business day before an applicable Call Date. If there are any days on which the NASDAQ Capital Market is open but CBI Common Stock does not trade, such days shall be omitted from the calculation and additional days shall be added to the time period as necessary to establish a 50-trading day average price. The number of the ordinary shares of VPL to be issued to CBI as partial consideration will be determined by dividing one half of the consideration for the Call Shares by 90% of the arithmetic average of the closing prices of the one share of VPL as published in the Daily Quotation Sheets published by The Stock Exchange of Hong Kong Limited for the fifty (50) consecutive trading days immediately prior to (but not including) the second business day before the Call Date, subject to the rules of the HK Stock Exchange. To the extent that CBI Common Stock is not then listed on the Nasdaq Capital Market or VPL's ordinary shares are not then listed on the HK Stock Exchange, the Parties agree to mutually determine the Call Price Per Share.

(d) Subject to the terms and conditions hereof, upon exercise by VPL of a Call Right, CBI hereby agrees to issue and sell to VPL, and VPL hereby agrees to purchase from CBI, that number of Call Shares calculated by dividing the dollar amount of the investment selected by VPL by the Call Price Per Share. Notwithstanding the foregoing, however, CBI shall not be required to issue more than an aggregate of \$3,000,000 of CBI Common Stock upon the exercise of the Call Rights.

(e) Up until the Call Expiration Date, CBI agrees to grant VPL a first right of refusal to participate in any placement of equity or equity equivalent securities of CBI. The foregoing sentence shall only apply to situations where CBI issues its securities in a capital raise. CBI will not grant VPL a first right of refusal to participate in the issuance of securities (i) pursuant to its stock incentive plans or (ii) in connection with any strategic acquisition or merger the primary purpose of which is not to raise capital.

1.03 Closing Date. The closing of the sale and purchase of the Shares under this Agreement shall be held at time and place CBI and VPL may agree.

1.04 Delivery. At the Closing, subject to the terms and conditions hereof, CBI will deliver to VPL a stock certificate, issued in the name of VPL and bearing applicable legends representing the Put Shares or Call Shares, as applicable, dated as of the Closing against payment of the purchase price, which shall be paid in immediately available funds. VPL will deliver to CBI a stock certificate, issued in the name of CBI and bearing applicable legends representing the Shares, after HK regulatory approval. An executed subscription agreement shall be signed by both Parties prior to the Closing making reasonable and appropriate representations and warranties necessary to ensure compliance with U.S. securities laws as well as HK Stock Exchange Regulations.

ARTICLE II **MISCELLANEOUS**

2.01 Interplay with Nasdaq Listing Rules and Existing Contractual Obligations of CBI. Notwithstanding any other provision noted in this Agreement, CBI shall be under no obligation

to issue any securities and shall not be deemed to have granted any rights to VPL to the extent that such issuance or grant would violate (a) the listing standards of the Nasdaq Stock Market, including, but not limited to Rule 4350 thereof, or (b) the terms of CBI's private placement of securities completed as of December 31, 2007 (the "Private Placement"). The documents governing the Private Placement are included as exhibits to CBI's Current Report on Form 8-K, filed with the Securities and Exchange Commission on January 8, 2008.

2.02 Obligations of VPL. The obligations of VPL hereunder are subject to the conditions that (a) the purchase of the Purchased Shares by VPL shall have been completed in accordance with the terms and conditions of the Share Sale Agreement dated [] March 2008 between VPL and PharmAust Limited, and (b) VPL shall have obtained all necessary approvals under the Rules Governing the Listing of Securities on the Growth Enterprise Market of the Stock Exchange of Hong Kong Limited and any other regulatory approvals.

2.03 Dispute Resolution.

(a) The Parties hereby agree to exercise their best efforts to resolve all disputes arising hereunder in good faith.

(b) Any and all disputes arising out of or in connection with the negotiation, execution, interpretation, performance or nonperformance of this Agreement (including the validity, scope and enforceability of this arbitration provision) which cannot be settled as provided in subsection (a) above shall be submitted to an authorized arbitration association in (i) Richmond, Virginia (to the extent that VPL initiates such arbitration) or (ii) Hong Kong (to the extent CBI initiates such arbitration).

(c) The Parties shall proceed diligently with the performance of this Agreement, pending final resolution of any dispute, request for relief, claim, appeal or action arising hereunder.

2.04 Notices. All notices, writings, information, documents or communications required or permitted to be given hereunder shall be in writing shall be sent by electronic mail, confirmed telefax, personal delivery, overnight mail with confirmed receipt, or by United States Mail, postage pre-paid, and in each case (except hand delivery) addressed to the applicable party as set forth below or at such other address as shall be designated by such party in a written notice to the party:

To CBI:
Commonwealth Biotechnologies, Inc.
601 Biotech Drive
Richmond, Virginia 23235
Attention: Richard J. Freer, Ph.D., Chairman
Facsimile: (804) 915-3831
E-Mail: rfreer@cbi-biotech.com

With a copy to:
Kaufman & Canoles
Three James Center, 12th Floor
1051 East Cary Street
Richmond, Virginia 23219
Attention: Bradley A. Haneberg, Esq.
Facsimile: (804) 771-5777
E-Mail: bahaneberg@kaufcan.com

To VPL:

Venturepharm Laboratories Limited
Venturepharm Towers
No. 3 Jinzhuang
Si Ji Qing, Haidian District
Beijing 10089, People's Republic of China
Attention: Mr. Bill Guo
E-Mail: bill@venturpharm.net

2.05 Governing Law. This Agreement shall be construed and interpreted in accordance with the laws of the Commonwealth of Virginia.

2.06 Assignment. Neither Party shall assign this Agreement (i) without the other Party's prior written consent, and (ii) only in such case if the assignee agrees in writing to be bound irrevocably and unconditionally by the terms hereof; provided however, that the assigning party shall remain liable for the assignee's performance of its obligations hereunder. This Agreement shall inure to the benefit of and be binding upon the parties hereto, and except as otherwise limited herein, their respective successors, assigns, heirs and personal representative, as applicable.

2.07 Entire Agreement. This Agreement contains the entire agreement between the Parties respecting the subject matter hereof. Any variations, amendments, modifications or changes in this Agreement shall not be binding upon a Party unless in a writing duly executed by such Party.

2.08 No Waiver. No consent or waiver, express or implied, by any Party to or of any breach or default by the other in the performance by the other of its obligations hereunder shall be deemed or construed to be a consent or waiver to or of any other breach or default in the performance by such other party of the same or any other obligations of such Party hereunder. Failure on the part of either Party to complain of any act or failure to act of the other Party or to declare the other Party in default, irrespective of how long such failure continues, shall not constitute a waiver by such Party of its rights hereunder.

2.09 Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original and all of which when taken together shall constitute one and the same instrument.

2.10 Further Assurances. The Parties shall each perform such acts, execute and deliver such instruments and documents, and do all such other things as may be reasonably necessary to accomplish the transactions contemplated by this Agreement.

2.11 Severability. If any provision in this Agreement shall be found or be held to be invalid or unenforceable, then the meaning of said provision shall be construed, to the extent feasible, so as to render the provision enforceable, and if no feasible interpretation would save such provision, it shall be severed from the remainder of this Agreement which shall remain in full force and effect unless the severed provision is essential and material to the rights or benefits received by any party. In such event, the Parties shall use best efforts to negotiate, in good faith, a substitute, valid and enforceable provision or agreement which most nearly affects the Parties' intent in entering into this Agreement.

2.12 Captions. The headings and captions in this Agreement are for ease of reference only and shall not be relied upon in construing any provision hereof.

[Remainder of Page Blank; Signature Page Follows]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement

COMMONWEALTH BIOTECHNOLOGIES, INC.

By: /s/ Richard J. Freer, Ph.D.
Name: Richard J. Freer, Ph.D.
Title: Chief Operating Officer

VENTUREPHARM LABORATORIES LIMITED

By: /s/ William Xia Guo
Name: William Xia Guo
Title: Director

[Letterhead of Commonwealth Biotechnologies Inc.]

March 28, 2008

Venturepharm Laboratories Limited
Venturepharm Towers
No. 3 Jinzhuang
Si Ji Qing, Haidian District
Beijing 10089, China

Attention: Mr. Bill Guo

Dear Mr. Guo:

In consideration of Venturepharm Laboratories Limited, a Cayman Islands limited company ("Venturepharm"), entering into a Share Sale Agreement (the "Share Sale Agreement") with PharmAust Limited, an Australian limited company ("PharmAust") to purchase 2,150,000 restricted shares of the common stock (collectively, the "Sale Shares") of Commonwealth Biotechnologies, Inc., a Virginia corporation ("CBI"), on or about March 28, 2008, and with knowledge that Venturepharm is relying on this letter in connection with such acquisition and would not complete such acquisition without this letter, CBI hereby acknowledges and confirms to Venturepharm as follows:

1. To the knowledge of CBI, the acquisition by Venturepharm of the Sale Shares will not result in a breach of any material term of any agreement binding upon CBI.
2. Upon the acquisition of its Sale Shares, Venturepharm will not assume any obligation of PharmAust to CBI associated with the Sale Shares, and, subject to the express provisions of that certain Voting and Lock-Up Agreement signed by and between CBI and Venturepharm, the form of which is attached as Exhibit A hereto (the "Voting Agreement"), the Sale Shares shall be free of any further contractual limitations imposed by CBI.
3. The Voting Agreement, upon its execution, shall constitute a valid and binding agreement of CBI, enforceable in accordance with its terms.
4. On March 21, 2008, the Board of Directors of CBI amended its Bylaws to remove the applicability of the Virginia Control Share Acquisition Statute, as of the last effective date of the Ancillary Agreement, Registration Rights Agreement, Voting and Lock-Up Agreement and this side letter agreement. As such, upon acquisition by Venturepharm of the Sale Shares, the Sale Shares shall be outstanding voting shares of CBI's common stock, rank *pari passu* with all issued and outstanding shares of CBI.
5. Upon completion of Venturepharm's acquisition of the Sale Shares from PharmAust, Venturepharm will possess the right to nominate a director to CBI's Board of Directors in accordance with the provisions of CBI's Articles of Incorporation and Bylaws and applicable U.S. federal and state law. Subject to the foregoing, CBI will support the nomination of Bill Guo and recommend that the shareholders of CBI approve such nomination.

6. CBI has complied, in all material aspects, with the terms and conditions of (i) that certain Subscription Agreement, dated as of December 31, 2007, by and between CBI and the subscribers indicated therein (the "Subscription Agreement") and (ii) the ancillary documents referenced in the Subscription Agreement.

7. To its knowledge, CBI's filings with the U.S. Securities and Exchange Commission relating to the transactions contemplated by the Subscription Agreement were materially complete and accurate when filed.

8. CBI and Venturepharm have conditionally entered into a Registration Rights Agreement, the form of which is attached as Exhibit B hereto (the "Registration Rights Agreement"). The Registration Rights Agreement shall become unconditional and binding on the parties thereto upon satisfaction of the conditions set out therein.

9. CBI shall, upon completion of Venturepharm's acquisition of the Sale Shares, reissue or cause to be reissued the Sale Shares in the name of Venturepharm; provided, however, that CBI's obligation to reissue the Sale Shares shall be conditioned upon its receipt of a legal opinion addressed to CBI and its transfer agent demonstrating to CBI and its transfer agent that such acquisition complied with U.S. securities law. Further, such legal opinion shall be in a form reasonably satisfactory to CBI.

10. The obligations of VPL hereunder are subject to the condition that VPL shall have obtained all necessary approvals under the Rules Governing the Listing of Securities on the Growth Enterprise Market of the Stock Exchange of Hong Kong Limited and any other regulatory approvals.

This letter shall be governed by and construed in accordance with the laws of the Commonwealth of Virginia without regard to the principles of conflicts of laws. Any action brought by either party against the other regarding this letter shall be brought only in the state courts of the Commonwealth of Virginia or in the federal courts located in Eastern District of Virginia. The parties to this letter hereby irrevocably waive any objection to jurisdiction and venue of any action instituted hereunder and shall not assert any defense based on lack of jurisdiction or venue or based upon *forum non conveniens*. **The parties executing this letter agree to submit to the in personam jurisdiction of such courts and hereby waive trial by jury.**

This letter, together with the Voting Agreement, the Registration Rights Agreement and all documents referred therein, represents the entire agreement between the parties hereto with respect to the subject matter hereof and may be amended only by a writing executed by CBI and Venturepharm. No right or obligation of either party hereunder shall be assigned without prior notice to and the written consent of the other party. This letter may be executed in any number of counterparts and by the different signatories hereto on separate counterparts, each of which, when so executed, shall be deemed an original, but all such counterparts shall constitute but one and the same instrument. This letter may be executed by facsimile signature and delivered by facsimile transmission.

Commonwealth Biotechnologies, Inc.

By: /s/ Richard J. Freer
Name: Richard J. Freer, Ph.D.
Title: Chief Operating Officer
Date: March 28, 2008

Acknowledged by:

Venturepharm Laboratories Limited

By: /s/ William Xia Guo
Name: William Xia Guo
Title: Director
Date: March 28, 2008

April 01, 2008 08:30 AM Eastern Daylight Time

Venturepharm Laboratories Becomes a Strategic Investor and Joint Venture Partner of Commonwealth Biotechnologies, Inc.

Joint Venture to Establish the First Fully Integrated, U.S.-China Based Pharmaceutical Contract Research Organization

RICHMOND, Va.—(BUSINESS WIRE)—Commonwealth Biotechnologies, Inc. (“CBI”) (NASDAQ Capital Market:CBTE) is pleased to announce that Venturepharm Laboratories Ltd (“VPL”) (HKEX: 8225.HK) has become a cornerstone investor through the purchase of 2.15M shares from PharmAust Ltd, which represents 39% of CBI’s issued share capital. Concurrent with VPL’s investment in CBI, the two companies have established a joint venture (“Venturepharm Asia”) for CBI to leverage Venturepharm’s extensive clinical research capabilities in China in order to provide a comprehensive suite of outsourcing services to the global pharmaceutical outsourcing industry.

The establishment of the Joint Venture (“JV”) builds upon recent deals between eastern and western contract research organizations (“CRO”) and will be Venturepharm’s “shop front” to the world to access the global customer base for CRO services. CBI will provide early stage drug discovery technologies, business development, marketing and quality assurance services to the JV while VPL will provide contract manufacturing and clinical trial services.

Dr. Paul D’Sylva, CEO of CBI said “In establishing this partnership with VPL, CBI is taking account of China’s growing importance in drug discovery and development. Venturepharm Asia brings together the best of what the west and the east can offer in the pharmaceutical outsourcing industry by providing fast, secure, high quality, and innovative services at globally competitive prices.”

He added, “Of the estimated \$34 billion in global life sciences outsourcing expenditure in 2005, 60% was spent on contract manufacturing, 33% on clinical research and 7% on custom chemical synthesis. The JV is of enormous strategic value to CBI because it builds upon our high quality custom synthesis products and services and enables us to expand our suite of services into the large and growing market segments of contract manufacturing and clinical trial management.”

Dr. Bill Guo, Chairman and CEO of VPL said “Our investment in CBI and the establishment of Venturepharm Asia are the first steps in establishing a growth-oriented and highly profitable business relationship between VPL and CBI. Ultimately, this partnership enhances the product offering of both companies by providing customers with a fully-integrated suite of quality assured drug discovery, development and production services.”

About Commonwealth Biotechnologies, Inc.

CBI offers cutting-edge research and development products and services to the global life sciences industry. CBI now operates five distinct business units: (1) CBI Services, a discovery phase contract research organization; (2) Fairfax Identity Laboratories, a DNA reference business; (3) Mimotopes Pty, Ltd, Melbourne, Australia, a peptide and discovery chemistry business; (4) Exelgen, Ltd, Bude, UK, a medicinal and synthetic discovery chemistry business; and (5) Venturepharm Asia, Beijing, China, a contract research joint venture specializing in process scale-up, formulation development, cGMP manufacturing and clinical trial management. Collectively, CBI companies directly employs over 100 staff in world-class laboratories and indirectly has access to over 2,000 staff through its Venturepharm Asia joint venture. For more information, visit CBI on the web at www.cbi-biotech.com.

About Venturepharm Laboratories Ltd

Beijing-based Venturepharm Laboratories Limited is the first publicly listed research-driven pharmaceutical service company in China (HK stock exchange: 8225). It is one of the largest providers of pharmaceutical development services in China, offering full service of drug discovery and development that take new drugs from “idea to patients.” These include API (Active Pharmaceutical Ingredient), formulation development, clinical trial management, product registration, marketing & sales to pharmaceutical and biotech companies in China and overseas. In 2004, Venturepharm was valued by FORTUNE magazine (Asia) as one of the five most promising companies in China. Venturepharm won the 2007 Frost & Sullivan Award for Competitive Strategy Leadership Award, ranking No. 1 among all CRO participants in China. To learn more about Venturepharm Laboratories, please visit www.venturepharm.com.

Forward Looking Statements

No statement made in this press release should be interpreted as an offer to purchase any security. Such an offer can only be made in accordance with the Securities Act of 1933, as amended, and applicable state securities laws. Any statements contained in this release that relate to future plans, events or performance are forward-looking statements that involve risks and uncertainties as identified in CBI’s filings with the Securities and Exchange Commission. Actual results, events or performance may differ materially. Readers are cautioned not to place undue reliance on these forward-looking statements, which speak only as the date hereof. Specifically, CBI cannot guarantee that the Agreements executed with Venturepharm Laboratories Ltd will produce any revenues or

prospects referenced herein. CBI undertakes no obligation to publicly release the results of any revisions to these forward-looking statements that may be made to reflect the events or circumstances after the date hereof or to reflect the occurrence of unanticipated events.

Contacts

Commonwealth Biotechnologies, Inc.
Dr. Paul D'Sylva, CEO, 858-550-0959 Ext. 106

For further information contact:
Dr Paul D'Sylva
CEO
Commonwealth Biotechnologies, Inc.
858 550 0959 ext. 106

**Exelgen, Ltd, a Subsidiary of Commonwealth Biotechnologies,
Inc., Announces Two New Major Drug Discovery Collaborations**

*One Deal Could Potentially Generate in Excess of \$25 Million in Research,
Milestone and Royalty Payments*

RICHMOND, VA, BUDE, UK (April 2, 2008). Exelgen, Ltd, a wholly owned subsidiary of Commonwealth Biotechnologies, Inc. (CBI) (NASDAQ Capital Market: CBTE) and a leading provider of drug discovery chemistry services and small molecule products, announced today that it has entered into two new drug discovery collaborations: one with a leading US pharmaceutical company and one with a major European pharmaceutical company. Given the proprietary nature of the collaborations both partners declined to be named.

“With our new European partner, we have entered into a broad-based collaboration to discover and develop novel small-molecule therapeutics for use in the fields of CNS; Alzheimer’s disease, neuro-inflammation and type-2 diabetes,” said Mark Warne, Managing Director at Exelgen. “Under the terms of the agreement, based on compounds discovered by Exelgen, our partner will receive an option to license the compounds and collaborate in specific programs. With the signing of the agreement, our partner will make an initial up-front cash payment to Exelgen for exclusivity on certain program assets and have the option to continue development of the assets in collaboration with Exelgen.” If this collaboration proves successful and a drug candidate is identified, Exelgen would receive ongoing support through additional research funding and, more importantly, will be eligible to receive success-based milestones of up to \$25 million and additional royalties on any product sales.

Speaking about the collaboration with the leading US pharmaceutical company, Mark Hober, Vice President of Business Development and Marketing for CBI, indicated that, “This collaboration draws on Exelgen’s proven track record in computational design and library synthesis and is expected to generate revenues of up to \$900,000 over the coming months. This contract follows on the heels of several other successful projects with this client.”

Paul D’Sylva, CEO of CBI summarized these two wins by saying “These collaborations capitalize on Exelgen’s drug discovery capabilities and underscores the value of our drug discovery platform and therapeutic area expertise. We are delighted to join forces with with these two partners to discover novel drug candidates that will help to address unmet medical needs.”

About Commonwealth Biotechnologies, Inc.

CBI offers cutting-edge research and development products and services to the global life sciences industry. CBI now operates four distinct business units: (1) CBI Services, a discovery phase contract research organization; (2) Fairfax Identity Laboratories, a DNA reference business; (3) Mimotopes Pty, Ltd, Melbourne, Australia, a peptide and discovery chemistry business; and (4) Exelgen Ltd (formerly, Tripos Discovery Research, Ltd), Bude, UK, a medicinal and synthetic discovery chemistry business. Collectively, CBI companies employ over 110 staff in world-class laboratories. For more information, visit CBI on the web at www.cbi-biotech.com.

About Exelgen Limited

Exelgen Ltd, formerly Tripos Discovery Research Ltd, is a leading knowledge driven, drug discovery services business that provides pharmaceutical and biotechnology companies with novel approaches to drug discovery. Applying proprietary computational design and therapeutic medicinal chemistry tools and expertise, Exelgen is able to reduce drug discovery timelines by up to 30%. Since 1997, Exelgen has been offering compound libraries under the LeadQuest® brand, screening libraries under the LeadScreen® brand and custom de novo compound libraries under the LeadSelect® brand. Further information about Exelgen and its capabilities for high quality compound library production can be found at www.exelgen.com

Forward Looking Statements

The statements contained in this press release that are not purely historical are forward-looking statements within the meaning of Section 21E of the Securities and Exchange Act of 1934, as amended, including statements regarding CBI's expectations, beliefs, intentions or strategies regarding the future. Forward-looking statements include, but are not limited to, express or implied statements regarding future revenues and/or profits generated by CBI from these collaborations. Specifically, CBI cannot guarantee that it will generate revenues or profits from the collaborations. Further there can be no guarantee that CBI will reach any of the milestones referenced herein. All forward-looking statements included in this press release are based upon information available to CBI as of the date hereof. CBI assumes no obligation to update any such forward-looking statements. Forward-looking statements involve risks and uncertainties, which

could cause actual results to differ materially from those projected. These and other risks relating to CBI's business are set forth in CBI's Form 10-KSB filed with the Securities and Exchange Commission on March 30, 2007, and CBI's Form 10-QSBs and other reports filed from time to time with the Securities and Exchange Commission.