

UNITED STATES SECURITIES AND EXCHANGE COMMISSION
Washington, D.C. 20549

Form 20-F/A
Amendment No. 1

REGISTRATION STATEMENT PURSUANT TO SECTION 12(b) OR 12(g) OF THE SECURITIES EXCHANGE ACT OF 1934

OR

ANNUAL REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934 FOR THE FISCAL YEAR ENDED DECEMBER 31, 2008

OR

TRANSITION REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934 FOR THE TRANSITION PERIOD FROM TO

OR

SHELL COMPANY REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934 DATE OF EVENT REQUIRING THIS SHELL COMPANY REPORT

Commission file number 0-21392

AMARIN CORPORATION PLC
(Exact Name of Registrant as Specified in Its Charter)

England and Wales
(Jurisdiction of Incorporation or Organization)

First Floor, Block 3, The Oval
Shelbourne Road, Ballsbridge
Dublin 4, Ireland
(Address of Principal Executive Offices)

SECURITIES REGISTERED OR TO BE REGISTERED PURSUANT TO SECTION 12(b) OF THE ACT:

Title of Each Class	Name of Each Exchange on Which Registered
None	None

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

American Depositary Shares, each representing one Ordinary Share
Ordinary Shares, 50 pence par value per share
(Title of Class)

SECURITIES FOR WHICH THERE IS A REPORTING OBLIGATION PURSUANT TO SECTION 15(d) OF THE ACT:

None.

Indicate the number of outstanding shares of each of the issuer's classes of capital or common stock as of the close of the period covered by the annual report.

27,046,716 Ordinary Shares, 50 pence par value per share

Indicate by check mark if the registrant is a well-known seasoned issuer, as defined in Rule 405 of the Securities Act.

YES NO

If this report is an annual or transition report, indicate by check mark if the registrant is not required to file reports pursuant to Section 13 or 15(d) of the Securities Exchange Act of 1934.

YES NO

Note — Checking the box above will not relieve any registrant required to file reports pursuant to Section 13 or 15(d) of the Securities Exchange Act of 1934 from their obligations under those Sections.

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

YES NO

Indicate by check mark whether the registrant is a large accelerated filer, an accelerated filer, or a non-accelerated filer. See definition of “accelerated filer and large accelerated filer” in Rule 12b-2 of the Exchange Act. (Check one):

Large accelerated filer Accelerated filer Non-accelerated filer

Indicate by check mark which basis of accounting the registrant has used to prepare the financial statements included in this filing:

U.S. GAAP

International Financial Reporting Standards as issued by the International Accounting Standards Board

Other

Indicate by check mark which financial statement item the registrant has elected to follow.

ITEM 17 ITEM 18

If this is an annual report, indicate by check mark whether the registrant is a shell company (as defined in Rule 12b-2 of the Exchange Act).

YES NO

EXPLANATORY NOTE

This Amendment No. 1 to Form 20-F is being filed solely to amend the annual report of Form 20-F for the year ended December 31, 2008, filed by Amarin Corporation plc on October 22, 2009 (the "Form 20-F") in order to amend the exhibit index in Item 19 relating to a confidential treatment request to the Securities and Exchange Commission. The exhibit index in Item 19 is being amended to indicate exhibits for which confidential treatment has been requested.

We are including in this Amendment No. 1 to Form 20-F a currently-dated certification by our principal executive officer. This Amendment No. 1 to Form 20-F speaks as of the date of the initial filing of the Form 20-F, except for the certification referenced above. Other than as described above, this Amendment No. 1 to Form 20-F does not, and does not purport to, amend, update or restate the information in the Form 20-F or reflect any events that have occurred after the Form 20-F was filed.

Item 19 Exhibits

Exhibits filed as part of this annual report:

- 1.1 Memorandum of Association of the Group(16)
 - 1.2 Articles of Association of the Group(17)
 - 2.1 Form of Deposit Agreement, dated as of March 29, 1993, among the Group, Citibank, N.A., as Depositary, and all holders from time to time of American Depositary Receipts issued thereunder(1)
 - 2.2 Amendment No. 1 to Deposit Agreement, dated as of October 8, 1998, among the Group, Citibank, N.A., as Depositary, and all holders from time to time of the American Depositary Receipts issued thereunder(2)
 - 2.3 Amendment No. 2 to Deposit Agreement, dated as of September 24,2002 among the Group, Citibank N.A., as depositary, and all holders from time to time of the American Depositary Receipts issued thereunder(3)
 - 2.4 Form of Ordinary Share certificate(10)
 - 2.5 Form of American Depositary Receipt evidencing ADSs (included in Exhibit 2.3)(3)
 - 2.6 Registration Rights Agreement, dated as of October 21, 1998, by and among Ethical Holdings plc and Monksland Holdings B.V.(10)
 - 2.7 Amendment No. 1 to Registration Rights Agreement and Waiver, dated January 27, 2003, by and among the Group, Elan International Services, Ltd. and Monksland Holdings B.V.(10)
 - 2.8 Second Subscription Agreement, dated as of November 1999, among Ethical Holdings PLC, Monksland Holdings B.V. and Elan Corporation PLC(4)
 - 2.9 Purchase Agreement, dated as of June 16, 2000, by and among the Group and the Purchasers named therein(4)
 - 2.10 Registration Rights Agreement, dated as of November 24, 2000, by and between the Group and Laxdale Limited(5)
 - 2.11 Form of Subscription Agreement, dated as of January 27, 2003 by and among the Group and the Purchasers named therein(10) (The Group entered into twenty separate Subscription Agreements on January 27, 2003 all substantially similar in form and content to this form of Subscription Agreement.).
 - 2.12 Form of Registration Rights Agreement, dated as of January 27, 2003 between the Group and the Purchasers named therein (10) (The Group entered into twenty separate Registration Rights Agreements on January 27, 2003 all substantially similar in form and content to this form of Registration Rights Agreement.).
 - 2.13 Securities Purchase Agreement dated as of December 16, 2005 by and among the Group and the purchasers named therein(16)
 - 4.1 Amended and Restated Asset Purchase Agreement dated September 29, 1999 between Elan Pharmaceuticals Inc. and the Group(10)
 - 4.2 Variation Agreement, undated, between Elan Pharmaceuticals Inc. and the Group(10)
 - 4.3 License Agreement, dated November 24, 2000, between the Group and Laxdale Limited(6)
 - 4.4 Option Agreement, dated as of June 18, 2001, between Elan Pharma International Limited and the Group(7)
 - 4.5 Deed of Variation, dated January 27, 2003, between Elan Pharma International Limited and the Group(10)
 - 4.6 Lease, dated August 6, 2001, between the Group and LB Strawberry LLC(7)
 - 4.7 Amended and Restated Distribution Marketing and Option Agreement, dated September 28, 2001, between Elan Pharmaceuticals, Inc. and the Group(8)
 - 4.8 Amended and Restated License and Supply Agreement, dated March 29, 2002, between Eli Lilly and Group(10)†
 - 4.9 Deed of Variation, dated January 27, 2003, between Elan Pharmaceuticals Inc. and the Group(10)
 - 4.10 Stock and Intellectual Property Right Purchase Agreement, dated November 30, 2001, by and among Abriway International S.A., Sergio Lucero, Francisco Stefano, Amarin Technologies S.A., Amarin Pharmaceuticals Company Limited and the Group(7)
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- 4.11 Stock Purchase Agreement, dated November 30, 2001, by and among Abriway International S.A., Beta Pharmaceuticals Corporation and the Group(7)
- 4.12 Novation Agreement, dated November 30, 2001, by and among Beta Pharmaceuticals Corporation, Amarin Technologies S.A. and the Group(7)
- 4.13 Loan Agreement, dated September 28, 2001, between Elan Pharma International Limited and the Group(8)
- 4.14 Deed of Variation, dated July 19, 2003, amending certain provisions of the Loan Agreement between the Group and Elan Pharma International Limited(10)
- 4.15 Deed of Variation No. 2, dated December 23, 2002, between The Group and Elan Pharma International Limited(10)
- 4.16 Deed of Variation No. 3, dated January 27, 2003, between the Group and Elan Pharma International Limited(10)
- 4.17 The Group 2002 Stock Option Plan(17)
- 4.18 Agreement Letter, dated October 21, 2002, between the Group and Security Research Associates, Inc.(10)
- 4.19 Agreement, dated January 27, 2003, among the Group, Elan International Services, Ltd. and Monksland Holdings B.V.(10)
- 4.20 Master Agreement, dated January 27, 2003, between Elan Corporation, plc., Elan Pharma International Limited, Elan International Services, Ltd., Elan Pharmaceuticals, Inc., Monksland Holdings B.V. and the Group(10)
- 4.21 Form of Warrant Agreement, dated March 19, 2003, between the Group and individuals designated by Security Research Associates, Inc.(10) (The Group entered into seven separate Warrant Agreements on March 19, 2003 all substantially similar in form and content to this form of Warrant Agreement).
- 4.22 Sale and Purchase Agreement, dated March 14, 2003, between F. Hoffmann — La Roche Ltd., Hoffmann — La Roche Inc, and the Group(10)†
- 4.23 Share Subscription and Purchase Agreement dated October 28, 2003 among the Group, Amarin Pharmaceuticals Company Limited, Watson Pharmaceuticals, Inc. and Lagrummet December NR 911 AB (under name change to WP Holdings AB)(12)
- 4.24 Asset Purchase Agreement dated February 11, 2004 between the Group, Amarin Pharmaceuticals Company Limited and Valeant Pharmaceuticals International(12)†
- 4.25 Amendment No. 1 to Asset Purchase Agreement dated February 25, 2004 between the Group, Amarin Pharmaceuticals Company Limited and Valeant Pharmaceuticals International(12)
- 4.26 Development Agreement dated February 25, 2004 between the Group and Valeant Pharmaceuticals International(12)
- 4.27 Settlement Agreement dated February 25, 2004 among Elan Corporation plc, Elan Pharma International Limited, Elan International Services, Ltd, Elan Pharmaceuticals, Inc., Monksland Holdings BV and the Group(12)
- 4.28 Debenture dated August 4, 2003 made by the Group in favor of Elan Corporation plc as Trustee(12)
- 4.29 Debenture Amendment Agreement dated December 23, 2003 between the Group and Elan Corporation plc as Trustee(12)
- 4.30 Debenture Amendment Agreement No. 2 dated February 24, 2004 between the Group and Elan Corporation plc as Trustee(12)
- 4.31 Loan Instrument dated February 25, 2004 executed by Amarin in favor of Elan Pharma International Limited(12)
- 4.32 Amended and Restated Master Agreement dated August 4, 2003 among Elan Corporation plc, Elan Pharma International Limited, Elan International Services, Ltd, Elan Pharmaceuticals, Inc., Monksland Holdings BV and the Group (11)(12)
- 4.33 Amended and Restated Option Agreement dated August 4, 2003 between the Group and Elan Pharma International Limited (11)(12)
- 4.34 Deed of Variation No. 2, dated August 4, 2003, to the Amended and Restated Distribution, Marketing and Option Agreement between Elan Pharmaceuticals, Inc. and the Group(11)(12)
- 4.35 Deed of Variation No. 4, dated August 4, 2003, to Loan Agreement between the Group and Elan Pharma International Limited (11)(12)
- 4.36 Amendment Agreement No. 1, dated August 4, 2003, to Amended and Restated Asset Purchase Agreement Among Elan International Services, Ltd., Elan Pharmaceuticals, Inc. and the Group(11)(12)
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- 4.37 Warrant dated February 25, 2004 issued by the Group in favor of the Warrant Holders named therein(12)
- 4.38 Amendment Agreement dated December 23, 2003, between Elan Corporation plc, Elan Pharma International Limited, Elan Pharmaceuticals, Inc., Monksland Holdings BV and the Group(11)(12)
- 4.39 Bridging Loan Agreement dated December 23, 2003 between the Group and Elan Pharmaceuticals, Inc.(11)(12)
- 4.40 Agreement dated December 23, 2003 between the Group and Elan Pharma International Limited, amending the Amended and Rested Option Agreement dated August 4, 2003(11)(12)
- 4.41 Form of Subscription Agreement, dated as of October 7, 2004 by and among the Group and the Purchasers named therein(13) (The Group entered into 14 separate Subscription Agreements on October 7, 2004 all substantially similar in form and content to this form of Subscription Agreement.)
- 4.42 Form of Registration Rights Agreement, dated as of October 7, 2004 between the Group and the Purchasers named therein(13) (The Group entered into 14 separate Registration Rights Agreements on October 7, 2004 all substantially similar in form and content to this form of Registration Rights Agreement.)
- 4.43 Share Purchase Agreement dated October 8, 2004 between the Group, Vida Capital Partners Limited and the Vendors named therein relating to the entire issued share capital of Laxdale Limited(13)
- 4.44 Escrow Agreement dated October 8, 2004 among the Group, Belsay Limited and Simcocks Trust Limited as escrow agent(13)
- 4.45 Loan Note Redemption Agreement dated October 14, 2004 between Amarin Investment Holding Limited and the Group(13)
- 4.46 Settlement agreement dated 27 September 2004 between the Group and Valeant Pharmaceuticals International(14)†
- 4.47 Exclusive License Agreement dated October 8, 2004 between Laxdale and Scarista Limited pursuant to which Scarista has the exclusive right to use certain of Laxdale's intellectual property(14)†
- 4.48 Clinical Supply Agreement between Laxdale and Nisshin Flour Milling Co., Limited dated 27th October 1999(14)†
- 4.49 Loan Note Redemption Agreement dated May, 2005 between Amarin Investment Holding Limited and the Group.(14)
- 4.50 Services Agreement dated June 16, 2005 between Icon Clinical Research Limited and Amarin Neuroscience Limited.(15)
- 4.51 Employment Agreement with Alan Cooke, dated May 12, 2004 and amended September 1, 2005.(16)
- 4.52 Clinical Supply Extension Agreement dated December 13, 2005 to Agreement between Amarin Pharmaceuticals Ireland Limited and Amarin Neuroscience Limited and Nisshin Flour Milling Co.†(17)
- 4.53 Securities Purchase Agreement dated May 20, 2005 between the Company and the purchasers named therein. The Company entered into 34 separate Securities Purchase Agreements on May 18, 2005 and in total issued 13,677,110 ordinary shares to management, institutional and accredited investors. The purchase price was \$1.30 per ordinary share.(17)
- 4.54 Securities Purchase Agreement dated January 23, 2006 between the Company and the purchasers named therein. The Company entered into 2 separate Securities Purchase Agreements on January 23, 2006 and in total issued 840,000 ordinary shares to accredited investors. The purchase price was \$2.50 per ordinary share.(17)
- 4.55 Assignment Agreement dated May 17, 2006 between Amarin Pharmaceuticals Ireland Limited and Dr Anthony Clarke, pursuant to which, Amarin Pharmaceuticals Ireland Limited acquired the global rights to a novel oral formulation of Apomorphine for the treatment of "off" episodes in patients with advanced Parkinson's disease.(17)
- 4.56 Amendment (Change Order Number 2), dated June 8, 2006 to Services Agreement dated June 16, 2005 between Icon Clinical Research Limited and Amarin Neuroscience Limited.(23)
- 4.57 Securities Purchase Agreement dated October 18, 2006 between the Company and the purchasers named therein. The Company entered into 32 separate Securities Purchase Agreements on October 18, 2006 and in total issued 8,965,600 ordinary shares to institutional and accredited investors. The purchase price was \$2.09 per ordinary share(17)
- 4.58 Master Services Agreement dated November 15, 2006 between Amarin Pharmaceuticals Ireland Limited and Icon Clinical Research (U.K.) Limited. Pursuant to this agreement, Icon Clinical Research (U.K.) Limited agreed to provide due diligence services to Amarin Pharmaceuticals Ireland Limited on ongoing licensing opportunities on an ongoing basis.(17)
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- 4.59 Agreement dated January 18, 2007 between Neurostat Pharmaceuticals Inc. (“Neurostat”), Amarin Pharmaceuticals Ireland Limited, Amarin Corporation plc and Mr. Tim Lynch whereby the Company agreed to pay Neurostat a finder’s fee relating to a potential licensing transaction and similar payments comprising upfront and contingent milestones totaling \$565,000 and warrants to purchase 175,000 ordinary shares with an exercise price of \$1.79 per ordinary share.(23)
- 4.60 Lease Agreement dated January 22, 2007 between the Company, Amarin Pharmaceuticals Ireland Limited and Mr. David Colgan, Mr. Philip Monaghan, Mr. Finian McDonnell and Mr. Patrick Ryan. Pursuant to this agreement, Amarin Pharmaceuticals Ireland Limited took a lease of a premises at The First Floor, Block 2, The Oval, Shelbourne Road, Dublin 4, Ireland (17)
- 4.61 Amendment (Change Order Number 4), dated February 15, 2007 to Services Agreement dated June 16, 2005 between Icon Clinical Research Limited and Amarin Neuroscience Limited. (17)
- 4.62 Employment Agreement Amendment with Alan Cooke, dated February 21, 2007. (17)
- 4.63 Amendment (Change Order Number 3), dated March 1, 2007 to Services Agreement dated June 16, 2005 between Icon Clinical Research Limited and Amarin Neuroscience Limited. (17)
- 4.64 Development and License Agreement dated March 6, 2007 between Amarin Pharmaceuticals Ireland Limited and Elan Pharma International Limited. Pursuant to this agreement, Amarin Pharmaceuticals Ireland Limited acquired global rights to a novel nasal lorazepam formulation for the treatment of emergency seizures in epilepsy patients.(23)†
- 4.65 Consultancy Agreement dated March 9, 2007 between Amarin Corporation plc and Dalriada Limited. Under the Consultancy Agreement, Amarin Corporation plc will pay Dalriada Limited a fee of £240,000 per annum for the provision of the consultancy services. Dalriada Limited is owned by a family trust, the beneficiaries of which include our Chairman and Chief Executive Officer, Mr. Thomas Lynch, and members of his family.(23)
- 4.66 Form of Securities Purchase Agreement dated June 1, 2007 between Amarin Corporation plc and the Purchasers named therein. Amarin Corporation plc entered into 11 separate Securities Purchase Agreements on June 1, 2007 all substantially similar in form and content to this Securities Purchase Agreement pursuant to which we issued an aggregate of 6,156,406 ordinary shares to such Purchasers, including management. The purchase price was \$0.60 per ordinary share.(23)
- 4.67 Equity Credit Agreement dated June 1, 2007 between Amarin Corporation plc and Brittany Capital Management. Pursuant to this agreement, Amarin has an option to draw up to \$15,000,000 of funding at any time over a three year period solely at Amarin Corporation plc’s discretion. (18)
- 4.68 Form of Equity Securities Purchase Agreement dated December 4, 2007 between Amarin Corporation plc and the Purchasers named therein. Amarin Corporation plc entered into 19 separate Equity Securities Purchase Agreements on December 4, 2007 all substantially similar in form and content to this Equity Securities Purchase Agreement pursuant to which we issued an aggregate of 16,290,900 ordinary shares to such Purchasers, including management. The purchase price was \$0.33 per ordinary share.(19)
- 4.69 Form of Debt Securities Purchase Agreement dated December 4, 2007 between Amarin Corporation plc and the Purchasers named therein. Amarin Corporation plc entered into 2 separate Debt Securities Purchase Agreements on December 4, 2007 both substantially similar in form and content to this Debt Securities Purchase Agreement pursuant to which we issued an aggregate of \$2,750,000 of 3 year convertible loan notes to such Purchasers including management. The conversion price to convert the loan notes into ordinary shares of Amarin Corporation plc is \$0.48 per ordinary share.(19)
- 4.70 Stock Purchase Agreement dated December 5, 2007 between Amarin Corporation plc, the selling shareholders of Ester Neurosciences Limited (“Ester”), Ester, and Medica II Management L.P. pursuant to which Amarin Corporation plc acquired the entire issued share capital of Ester. Pursuant to this agreement, Amarin Corporation plc paid initial consideration of \$15,000,000, of which \$5,000,000 was paid in cash and \$10,000,000 was paid through the issuance of shares of Amarin Corporation plc. Additional contingent payments, valued at an aggregate of \$17,000,000 are payable in the event that certain development-based milestones are successfully completed.(21)
- 4.71 Letter Agreement dated December 6, 2007 between Amarin Corporation plc and the Seller’s Representatives of the selling shareholders of Ester pursuant to which the definition of “Closing Date Average Buyer Stock Price” in the Stock Purchase Agreement dated December 5, 2007 described above was amended.(22)
- 4.72 Senior Indenture dated December 6, 2007 between Amarin Corporation plc and Wilmington Trust Company. Under this Indenture, Amarin Corporation plc may issue one or more series of senior debt securities from time to time.(19)
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- 4.73 First Supplemental Senior Indenture Dated December 6, 2007 between Amarin Corporation plc and Wilmington Trust Company. Under this Supplemental Senior Indenture, together with the senior debt indenture dated December 6, 2007 described above, Amarin Corporation plc issued its 8% Convertible Debentures due 2010.(19)
- 4.74 Compromise Agreement dated December 19, 2007 between Amarin Corporation plc and Richard Stewart.(20)
- 4.75 Collaboration Agreement dated January 8, 2008 between Amarin Pharmaceuticals Ireland Limited and ProSeed Capital Holdings (“ProSeed”). Pursuant to this agreement, 975,000 ordinary shares in Amarin Corporation plc were issued in the form of ADSs to ProSeed in respect of fees due for investment banking advice provided to Amarin Corporation plc and Amarin Pharmaceuticals Ireland Limited on the acquisition of Ester. (20)†
- 4.76 Amendment No. 1 to Stock Purchase Agreement dated April 7, 2008 between Amarin Corporation plc and Medica II Management L.P. pursuant to which the definition of “Milestone II Time Limit Date” in the Stock Purchase Agreement dated December 5, 2007 described above was amended.(23)
- 4.77 Employment Agreement dated April 28, 2008 with Dr Declan Doogan.(20)
- 4.78 Form of Equity Securities Purchase Agreement dated May 13, 2008 between Amarin Corporation plc and the Purchasers named therein. Amarin Corporation plc entered into 9 separate Equity Securities Purchase Agreements on May 13, 2008 all substantially similar in form and content to this Securities Purchase Agreement pursuant to which we issued an aggregate of 12,173,914 Ordinary Shares and 8 Preference Shares to such Purchasers. The purchase price was \$2.30 per Ordinary Share.(20)†
- 4.79 Termination and Separation Agreement and Release Agreement, dated August 7, 2008, between Mr. Paul Duffy and Amarin Corporation plc. (23)
- 4.80 Directors Securities Purchase Agreement dated May 13, 2008 Sunninghill Ltd, Simon Kukes, Michael Walsh and Amarin Corporation plc.(23)
- 4.81 Change Order for Additional Biostatistics & Medical Writing Work dated June 04, 2008, between Icon Clinical Research Limited and Amarin Neuroscience Limited.(23)
- 4.82 Consultancy Agreement, dated August 16, 2008, between Decisionability Inc and Amarin Neuroscience Limited.(23)
- 4.83 Master Services Agreement, dated August 22, 2008, between Charles River Laboratories Preclinical Services Edinburgh Limited, Amarin Neuroscience Limited and Amarin Pharmaceuticals Ireland Ltd.(23)
- 4.84 Work Order, dated September 3, 2008, between Charles River Laboratories Preclinical Services Edinburgh Limited, Amarin Neuroscience Limited and Amarin Pharmaceuticals Ireland Ltd.(23)
- 4.85 Consultancy Agreement, dated October 10, 2008, between Icon Clinical Research Limited and Amarin Corporation plc.(23)
- 4.86 Supply Agreement, dated February 23, 2009, between Nisshin Pharma Inc and Amarin Pharmaceuticals Ireland Ltd*†
- 4.87 Trial A Letter Agreement dated February 24, 2009 between Medpace Inc and Amarin Pharma Inc and Amarin Pharmaceuticals Ireland Ltd.(23)
- 4.88 Amendment and Waiver Agreement, dated May 25, 2009 between Ester Neurosciences Ltd. Medica II Management L.P. and Amarin Corporation plc.*†
- 4.89 Amendment number 2 to the Letter Agreement for certain initial services for certain initial services for the Ethyl-EPA Hypertriglyceridemia Studies between Medpace Inc and Amarin Pharma Inc and Amarin Pharmaceuticals Ireland Ltd dated February 24, 2009, as amended on 5 May, 2009.(23)
- 4.90 Termination and Assignment Agreement, dated 21 July, 2009 between Elan Pharma International Limited and Amarin Pharmaceuticals Ireland Ltd.(23)†
- 4.91 Amendment number 5 to the Letter Agreement for certain initial services for certain initial services for the Ethyl-EPA Hypertriglyceridemia Studies between Medpace Inc and Amarin Pharma Inc and Amarin Pharmaceuticals Ireland Ltd dated 1 December, 2008, as amended on 19 January, 2009, as further amended 30 January 2009, 5 May, 2009 and 3 August, 2009.(23)
- 4.92 Master Services Agreement, dated September 29, 2009, between Medpace Inc and Amarin Pharma Inc and Amarin Pharmaceuticals Ireland Ltd. (23)
- 4.93 Bridge Loan Agreement, dated July 31, 2009 between Sunninghill Ltd, Thomas G. Lynch, Simon Kukes, Michael Walsh, Midsummer Investments Limited, Midsummer Ventures LP, David Hurley, David Brabazon, Pram Lachman and Amarin Corporation plc. as amended by Amendment No.1 dated September 30, 2009.(23)
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- 4.94 Securities Purchase Agreement dated October 12, 2009 between Amarin Corporation plc and the Purchasers named therein.(23)
 - 4.95 Compromise Agreement dated October 16, 2009 with Alan Cooke.(23)
 - 4.96 Warrant agreement for Thomas G. Lynch to subscribe for and purchase 500,000 Ordinary Shares of £0.50 each in Amarin Corporation plc with an exercise price of \$1.50.(23)
 - 4.97 Amendment Agreement dated October 12, 2009, to the Form of Equity Securities Purchase Agreement dated May 13, 2008 between Amarin Corporation plc and the Purchasers named therein.(23)
 - 8.1 Subsidiaries of the Group.(23)
 - 11.1 Code of Ethics(17)
 - 12.1 Certification of Thomas G. Lynch required by R1 15d-14(a) of the Securities Exchange Act of 1934, as adopted pursuant to Section 302 of the Sarbanes–Oxley Act of 2002.(23)
 - 12.2 Certification of Alan Cooke required by Rule 15d–14(a) of the Securities Exchange Act of 1934, as adopted pursuant to Section 302 of the Sarbanes–Oxley Act of 2002.(23)
 - 13.1 Certification of Thomas G. Lynch required by Section 1350 of Chapter 63 of Title 18 of the United States Code, as adopted pursuant to Section 906 of the Sarbanes–Oxley Act of 2002.(23)
 - 13.2 Certification of Alan Cooke required by Section 1350 of Chapter 63 of Title 18 of the United States Code, as adopted pursuant to Section 906 of the Sarbanes–Oxley Act of 2002.(23)
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- (1) Incorporated herein by reference to certain exhibits to the Group's Registration Statement on Form F-1, File No. 33-58160, filed with the Securities and Exchange Commission on February 11, 1993.
- (2) Incorporated herein by reference to Exhibit (a)(i) to the Group's Registration Statement on Post-Effective Amendment No. 1 to Form F-6, File No. 333-5946, filed with the Securities and Exchange Commission on October 8, 1998.
- (3) Incorporated herein by reference to Exhibit (a)(ii) to the Group's Registration Statement on Post-Effective Amendment No. 2 to Form F-6, File No. 333-5946, filed with the Securities and Exchange Commission on September 26, 2002.
- (4) Incorporated herein by reference to certain exhibits to the Group's Annual Report on Form 20-F for the year ended December 31, 1999, filed with the Securities and Exchange Commission on June 30, 2000.
- (5) Incorporated herein by reference to certain exhibits to the Group's Registration Statement on Form F-3, File No. 333-13200, filed with the Securities and Exchange Commission on February 22, 2001.
- (6) Incorporated herein by reference to certain exhibits to the Group's Annual Report on Form 20-F for the year ended December 31, 2000, filed with the Securities and Exchange Commission on July 2, 2001.
- (7) Incorporated herein by reference to certain exhibits to the Group's Annual Report on Form 20-F for the year ended December 31, 2001, filed with the Securities and Exchange Commission on May 9, 2002.
- (8) Incorporated herein by reference to certain exhibits to the Group's Registration Statement on Pre-Effective Amendment No. 2 to Form F-3, File No. 333-13200, filed with the Securities and Exchange Commission on November 19, 2001.
- (9) Incorporated herein by reference to certain exhibits to the Group's Registration Statement on form S-8, File No. 333-101775, filed with the Securities and Exchange Commission on December 11, 2002.
- (10) Incorporated herein by reference to certain exhibits to the Group's Annual Report on Form 20-F for the year ended December 31, 2002, filed with the Securities and Exchange Commission on April 24, 2003.
- (11) These agreements are not longer in effect as a result of superseding agreements entered into by the Group.
- (12) Incorporated herein by reference to certain exhibits to the Group's Annual Report on Form 20-F for the year ended December 31, 2003, filed with the Securities and Exchange Commission on March 31, 2004.
- (13) Incorporated herein by reference to certain exhibits to the Group's Registration Statement on Form F-3, File No. 333-121421, filed with the Securities and Exchange Commission on December 20, 2004.
- (14) Incorporated herein by reference to certain exhibits to the Group's Annual Report on Form 20-F for the year ended December 31, 2004, filed with the Securities and Exchange Commission on April 1, 2005.
- (15) Incorporated herein by reference to certain exhibits to the Group's Registration Statement on Form F-3, File No. 333-131479, filed with the Securities and Exchange Commission on February 2, 2006.
- (16) Incorporated by reference herein to certain exhibits in the Group's Annual Report on Form 20-F for year ended December 31, 2005, filed with the Securities and Exchange Commission on March 30, 2006 as amended on Form 20-F/A filed October 13, 2006.
- (17) Incorporated by reference herein to certain Exhibits in the Group's Annual Report on Form 20-F for the year ended December 31, 2006, filed with the Securities and Exchange Commission on March 5, 2007.
- (18) Incorporated by reference herein to certain exhibits in the Group's Report of Foreign Private Issuer filed on Form 6-K with the Securities and Exchange Commission on June 1, 2007.
- (19) Incorporated by reference herein to certain exhibits in the Group's Report of Foreign Private Issuer filed on Form 6-K with the Securities and Exchange Commission on December 17, 2007.
- (20) Incorporated by reference herein to certain exhibits in the Group's Report of Foreign Private Issuer filed on Form 6-K with the Securities and Exchange Commission on December 19, 2007, as amended on Form 20-F/A filed September 24, 2008
- (21) Incorporated by reference herein to certain exhibits in the Group's Report of Foreign Private Issuer filed on Form 6-K with the Securities and Exchange Commission on January 28, 2008.
- (22) Incorporated by reference herein to certain exhibits in the Group's Report of Foreign Private Issuer filed on Form 6-K with the Securities and Exchange Commission on February 1, 2008.
- (23) Incorporated herein by reference to certain exhibits to the Group's Annual Report on Form 20-F for the year ended December 31, 2008, filed with the Securities and Exchange Commission on October 22, 2009.

* Filed herewith

† confidential treatment requested (the confidential portions of such exhibits have been omitted and filed separately with the Securities and Exchange Commission).

SIGNATURES

The registrant hereby certifies that it meets all of the requirements for filing on Form 20-F/A and that it has duly caused and authorized the undersigned to sign this annual report on its behalf.

AMARIN CORPORATION PLC

By: /s/ DR. DECLAN DOOGAN

Dr. Declan Doogan
Interim Chief Executive Officer

Date: December 4, 2009

Dated February 23, 2009

SUPPLY AGREEMENT

BETWEEN

(1) Nisshin Pharma Inc. (“Nisshin”)

AND

(2) Amarin Pharmaceuticals (Ireland) Ltd. (“Amarin”)

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Certain portions of this Exhibit have been omitted pursuant to a request for “Confidential Treatment” under Rule 24b-2 of the Securities and Exchange Commission. Such portions have been redacted and bracketed in the request and appear as [*] in the text of this Exhibit. The omitted confidential information has been filed with the Securities and Exchange Commission.

SUPPLY AGREEMENT

THIS AGREEMENT (hereinafter the "**Agreement**") is made as of February 23, 2009 (hereinafter the "**Commencement Date**")

BETWEEN:

Nisshin Pharma, Inc., whose head office is at 25, Kanda-Nishiki-cho 1-chome, Chiyoda-ku, Tokyo 101-8441 JAPAN ("**Nisshin**")

AND

Amarin Pharmaceuticals (Ireland) Ltd., whose head office is at First Floor, Block 3, The Oval, Shelbourne Road, Ballsbridge, Dublin 4, Ireland ("**Amarin**") (Nisshin and Amarin each a "Party," collectively, the "Parties")

WITNESSETH:

WHEREAS, Amarin is developing products for the treatment of certain human diseases (hereinafter referred to as the "Drug").

WHEREAS, the Parties entered into that certain agreement on October 27, 1999 (the "1999 Agreement") for the supply of ethyl-eicosapentaenoate ("E-EPA") in bulk style (hereinafter referred to as "Products", as further defined below), from Nisshin to Amarin, for the purposes of conducting clinical trials within the CNS (Central Nervous System) field, to provide the Products to Amarin to be used as the active pharmaceutical ingredient for the Drug and for submission to regulatory bodies for approval. (The 1999 Agreement was originally made and entered into between Nisshin Flour Milling Co., Ltd., a Japanese corporation, the parent company of Nisshin at that time, and Laxdale Limited, a Scottish company, now known as Amarin Neuroscience Limited due to the corporate take-over closed on October 8, 2004 by Amarin Corporation plc, and the duties and obligations under the 1999 Agreement were transferred by assignment to the Parties, by Nisshin Flour Milling Co., Ltd. to Nisshin on July 2, 2001; and by Amarin Neuroscience Limited to Amarin on November 15, 2005.)

[*** 3 lines omitted ***]

WHEREAS, upon Amarin's request and after discussion with Amarin, Nisshin agreed to extend the 1999 Agreement for a further three years in 2005, which resulted in the execution of that certain agreement of November 15, 2005, under which the supply of the Products was extended until June 6, 2008, as well as Nisshin agreed to cooperate with Amarin, including but not limited to, for dealing with FDA inspections.

WHEREAS, upon expiration of the extended period of supply, further discussions between the Parties occurred, and, as a result of such discussions, Nisshin is willing to agree to further cooperate with Amarin by continuing the current supply and providing assistance related to

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ASTERISKS [*] DENOTE SUCH OMISSIONS.**

FDA inspections for a certain period of time for the use of the Drug, and during which period Nisshin and Amarin will conduct a joint-analysis of the feasibility of a long-term supply relationship.

NOW, THEREFORE, THE PARTIES AGREE as follows:

1 DEFINITIONS

1.1 In this Agreement the following definitions shall apply, unless the context requires otherwise:

"Confidential Information" includes information related to the Specifications and the Products, as well as any other information of a technical, operational, administrative, financial or business nature, know-how, data and any other proprietary information in any form, that is (a) disclosed (intentionally or unintentionally) by one Party to the other Party and (b) not publicly known. It does not include information which is in the public domain, information which was made public through no breach of this Agreement, information which is independently developed by a receiving party without access to or use of the proprietary information of the disclosing party, as evidenced by such party's records, or information that became available to a receiving party on a non-confidential basis, whether directly or indirectly, from a source other than the other party hereto, which source did not acquire this information on a confidential basis.

"Change of Control" means:

- (i) in relation to either Nisshin or Amarin, to a change in ownership or control of more than 40% of the voting rights in Nisshin or Amarin; and
- (ii) in relation to Nisshin, to any other change in the ownership or control of the business of Nisshin related to the manufacture of the Products or any change in the ownership or control of the manufacturing site(s) of Nisshin at which the Products are manufactured.

The Parties agree that further investments by the Amarin's current investors specified in the **Schedule Four** would not represent a Change of Control under this Agreement.

The Parties also agree that any transaction with a Potential Partner who was disclosed this Agreement pursuant to Clause 12.9 will not represent a Change of Control under this Agreement.

"Destination" means the place designated by Amarin to which the Product shall be transported from Japan.

"DMF" means Drug Master File, as defined in (i) the CFR (US Code of Federal Regulations 21, as amended from time to time) and/or (ii) its equivalent in the EU.

"EMEA" means the European Medicines Agency or any other successor agency whose approval is necessary to market the Drug in the EU.

"E-EPA" means ethyl eicosapentaenoate and is described as "EPA-E" in the submitted DMFs.

"EU" means the Member States of the European Union, as same may change from time to time in terms of Member States.

"FDA" means the United States Food and Drug Administration or any other successor agency whose approval is necessary to market the Drug in the USA.

"cGMP" means current Good Manufacturing Practice as defined in (i) the FDCA (US Federal Food, Drug and Cosmetic Act of 1934, and the regulations promulgated thereunder, as may be amended from time to time) and/or (ii) its equivalent rules in EU.

"Long-Term Supply Agreement" means an agreement which is under discussion between the Parties for the supply of the Products after April 1, 2012 based on the discussions of the Working Group.

"Marketing Approval" means the final approval to market the Products for the application to human diseases including Huntington's Disease, Cardiovascular Disease or hypertriglyceridemia in any country within the Territory.

"Milestone Payments" means those payments to be made by Amarin to Nisshin as specified in **Schedule One**.

"Minimum Purchase Requirements" means the minimum amount of Products that Amarin shall purchase from Nisshin as specified in **Schedule One**.

A "person" includes any natural person, partnership, company, and unincorporated association.

"Prices" means the prices of Products inclusive of costs and expenses for raw materials, intermediates and packaging components and includes Mid-Tier Price and Top Tier Price as defined in Schedule One. The Prices are specified in **Schedule One**.

"Products" means those products listed in **Schedule Two** by agreement between the Parties in writing.

"Specifications" means each of the specifications for the Products provided by Nisshin to Amarin and annexed in **Schedule Three**, as amended from time to time by agreement between the Parties in writing.

"Technical Agreement" means an agreement to be executed between the Parties pursuant to Clause 7 which governs, inter alia, the responsibilities of each party as regards quality matters relating to the Products.

"Territory" means all the countries of the world except Japan.

"US" or "USA" means the United States of America.

2 DUTIES

2.1 During the term of this Agreement, Nisshin shall manufacture at its manufacturing plant, and supply to Amarin its requirements of the Products pursuant to the terms and

conditions of this Agreement.

- 2.2 Nisshin shall not knowingly export, sell or distribute the Products to any company who sell or distribute E-EPA in the Territory.
- 2.3 This Agreement does not impose any restriction of any nature on Amarin obtaining a supply of E-EPA from suppliers other than Nisshin or from itself manufacturing E-EPA.
- 2.4 Nisshin shall ensure that the Products meet the Specifications.
- 2.5 Amarin shall purchase the Minimum Purchase Requirements of the Products from Nisshin as specified in Schedule One.
- 2.6 Amarin shall make sure that all payments for these purchases are made without delay.
- 2.7 Nisshin shall provide reasonable assistance to Amarin for the purpose of Amarin's import clearances in respect of the Products.
- 2.8 Regulatory

2.8.1 Save as otherwise agreed in writing with Amarin, Nisshin shall maintain the US DMF and the EU DMF currently in place.

Nisshin may, at its own discretion, authorise Amarin to reference Nisshin's DMF, as described herein, with any relevant government health authority to the extent that Nisshin agrees such reference is necessary to enable Amarin to file regulatory applications and to maintain any Marketing Approval or other regulatory approval.

2.8.2 Each party shall promptly notify the other party of any notification received from a regulatory agency, such as a relevant government health authority, to conduct an inspection of the manufacturing site(s) or other facilities used by Nisshin in the development, manufacturing, packaging, storage or handling of the Product. Copies of all applicable correspondence with the regulatory agency will be provided to the other party.

2.8.3 Nisshin shall make that portion of its facility where the Products are manufactured, tested or stored, including related record and reference samples, available for:

- (i) inspection by a relevant governmental agency; or
- (ii) audit by Amarin's employees, agents or contractors upon Nisshin's prior consent to such audit.

Nisshin shall fully co-operate with any inspection hereunder and provide necessary information and documents as may reasonably be required.

2.8.4 Following full consultation with Amarin, Nisshin will be responsible for responding to any notifications or inspections concerning the supply of the Product by the FDA or EMEA.

3 ORDER, ACCEPTANCE AND DELIVERY

- 3.1 Amarin may, at any time, but no later than ninety (90) days before the specified date of shipment of the Products, issue to Nisshin individual purchase orders ("Order") for the Products to be delivered to Amarin. Each Order, upon acceptance by Nisshin, shall constitute a definitive individual contract for the sale and delivery of Products. Nisshin shall issue an acceptance or rejection of the Order within two (2) weeks from Nisshin's receipt of the Order.
- 3.2 Nisshin and Amarin shall perform its respective obligations under the individual contracts.
- 3.3 Amarin shall inspect the Products within fifteen (15) days of receipt of the Product and may reject any Products that fail to meet the Specifications, have defects or are damaged in any way. Any Product not rejected within fifteen (15) days shall be deemed to have been accepted by Amarin ("Acceptance"). For the avoidance of doubt, Nisshin shall also be responsible for latent defects in the Products which become apparent after Acceptance, provided that such defect shall be notified to Nisshin in writing without delay and not later than three (3) months from the receipt of the Products by Amarin.
- 3.4 Notwithstanding the provisions of the above Clause, Amarin may, at its own discretion, have a third party conduct the inspection of the Product. Under such circumstances, Amarin will have thirty (30) days from receipt of the Product to reject any Products that fail to meet the Specifications, have defects or are damaged in any way.
- 3.5 Claims for latent defects, not discovered during the aforementioned inspections protocols in Clauses 3.3 and 3.4, shall be made in writing within 3 days of discovery. Failure to make a timely claim in the aforementioned manner shall constitute and shall be deemed to be Acceptance of the delivery by Amarin and a waiver of right to claim by Amarin.

4 ROLLING FORECAST

- 4.1 Prior to the first Marketing Approval, but not later than thirty (30) days following the Commencement Date, Amarin shall provide Nisshin with a twelve (12) month demand forecast. Thereafter, until Amarin's submission of a regulatory filing for Marketing Approval, Amarin shall provide Nisshin with twelve (12) month demand forecasts on an annual basis.
- 4.2 Within two hundred and ten (210) days following Amarin's submission of a regulatory filing for Marketing Approval in the US or EU, Amarin shall provide Nisshin with a binding order for its launch stocks requirements. Thereafter, Amarin shall, on a monthly basis, provide Nisshin with a written rolling forecast for the following 12-month period.
- 4.3 The forecast amount for the first three months of the rolling forecast stipulated in the Clause immediately above shall constitute binding orders. The forecast amounts for the remaining nine months of such rolling forecast, i.e., months 4-12, shall be non-fixed forecast amounts. Amarin has the right to vary the forecast amounts for months 4, 5 and 6 by +/-25%. Amarin may vary the forecast amounts for months 7-12 without limitation. Nisshin shall not be obligated to supply Products in excess of the binding forecast amounts contained in the rolling forecasts.

5 PRICE AND MILESTONE PAYMENTS

- 5.1 The Price and Milestone Payments shall be as set forth in Schedule One.
- 5.2 Nisshin shall issue the invoice for the Product supplied in each shipment to Amarin within 10 days from the date of each shipment. Amarin shall pay the invoice amount for the Products delivered to it in accordance with this Agreement into an account designated by Nisshin within 30 days from the date of the corresponding invoice issued by Nisshin.
- 5.3 In the event Amarin fails to pay the Price of any of its purchases by the due date provided in Clause 5.2 above, Nisshin is entitled, at its own discretion, to suspend dispatching the Products or to withhold from accepting Amarin's Order until Amarin makes full payment with interest from the due date to the date of payment calculated using an annual interest rate of 6% per annum.
- 5.4 Amarin shall reimburse Nisshin's reasonable costs for preparing and maintaining the DMF prior to Amarin's receipt of each relevant Marketing Approval in both US and EU.
- 5.5 Amarin will reimburse to Nisshin all reasonable costs specifically related to preparing for an inspection of any facility by a regulatory authority and audit of any facility by any consultant with regard to cGMP, including but not limited to interpreter's fees for the inspection and audit.

6 WORKING GROUP

- 6.1 The Parties shall form a joint working group (the "Working Group") to address issues related to their future relationship for long term supply after April 2012, including: (a) Long-Term Supply Agreement; (b) pricing; (c) supply chain structure; (d) capacity expansion; (e) investment requirements; (f) third party agreements (g) technology transfer; and (h) the possible formation of a new business entity to supply Product to Amarin. As more fully described in Clause 8, the Working Group will make all reasonable efforts to review and discuss feasibility of such long term supply relationship between the Parties by addressing the issues outlined above by June 30, 2010 whether or not it is feasible for the Parties to agree a long-term plan for supplying the Product.
- 6.2 The Working Group shall consist of the appropriate representatives from each party having requisite authority to speak on behalf of each respective company, provided, however, that the Working Group is not responsible nor is it entrusted to establish business policy or to make decisions on behalf of either Party. The number of representatives can be expanded with the mutual agreement of both Parties. Each Party bears its own costs in acting as part of the Working Group.
- 6.3 The Working Group shall meet in person as soon as practicable after the Commencement Date and on a regular basis thereafter. The Working Group shall hold discussions via meetings, teleconferences and e-mail as appropriate and necessary to discuss in good faith the issues set forth in Clause 6.1 of this Agreement. In the first meeting, the Working Group will set the specific agenda and timing/venue for the second meeting. The second meeting will set the specific agenda and timing/venue for the third meeting, and so forth, provided, however, that any meeting can be re-scheduled flexibly taking into account either Party's situation.
- 6.4 The Working Group shall have no power or authority to enter into any binding agreements on behalf of either Party.

7 TECHNICAL AGREEMENT

- 7.1 After the Commencement Date, the Parties will initiate the negotiation for the Technical Agreement, which is necessary for any review by any regulatory authority in advance of approval of the Drug for marketing, to identify their respective responsibilities in accordance with accepted GMP during the term of this Agreement.

8 LONG-TERM SUPPLY AGREEMENT

- 8.1 Pursuant to Clause 6.1, the Parties shall conclude discussions no later than June 30, 2010 with regard to the Long-Term Supply Agreement for the supply of the Products by Nisshin to Amarin. If the Parties agree to the future supply scheme, the Parties will in good faith negotiate for the terms of the Long-Term Supply Agreement. The Long-Term Supply Agreement will determine how the Products are supplied after April 1, 2012.

9 TECHNOLOGY TRANSFER

- 9.1 If this Agreement has not been terminated by Nisshin in accordance with Clause 15.1 of this Agreement (where Amarin has committed a material breach of the terms of this Agreement and has failed to remedy such breach within 60 days of receiving the relevant

written notice from Nisshin pursuant to Clause 15.1), or in accordance with Clause 15.2 of this Agreement, in the event that the Long-Term Supply Agreement is not executed by the Parties on or before December 31, 2010, Nisshin will transfer the technology necessary and performed at Nisshin's current site to manufacture the Products upon the request of Amarin, to Amarin or an entity established or designated by Amarin (which will include transferring the DMF).

- 9.2 Nisshin shall also be obliged to transfer the technology stipulated in Clause 9.1 upon the request of Amarin, to Amarin or to an entity established or designated by Amarin if Amarin gives Nisshin notice of termination of the Agreement under Clause 15.1 or 15.2, or if Nisshin gives Amarin notice of termination of the Agreement under Clause 15.4.
- 9.3 Amarin will be responsible for any and all costs associated with the aforementioned transfer of technology. The other terms and conditions of the transfer of technology will be discussed separately. When the transfer of technology process is being conducted, except for where the transfer of technology is triggered by Nisshin giving Amarin notice of termination of the Agreement under Clause 15.4, Nisshin will work with Amarin to use best efforts to try to ensure that there is no interruption in the supply of the Products to Amarin. If the transfer of technology would not be completed during the term of this Agreement, the Parties will consult each other in good faith on how to deal with the case, including an extension of this Agreement for a period of time which the Parties consider necessary to complete the transfer of technology.
- 9.4 Amarin agrees and confirms that the technology transfer provided in this Clause 9 will be Nisshin's sole obligation in case the Long-Term Supply Agreement is not executed on or before December 31, 2010.

10 WARRANTIES

- 10.1 Nisshin hereby warrants that any Products manufactured pursuant to this Agreement shall comply with the Specifications and all requirements of cGMP.
- 10.2 Amarin and Nisshin hereby represent and warrant to each other, as of the date of this Agreement, as follows:
- 10.2.1 Each Party has the right to enter into this Agreement.
- 10.2.2 There are no agreements between either Amarin or Nisshin and any third party that conflict with this Agreement in the Territory.
- 10.3 Nisshin does not make and hereby disclaims any warranty with respect to the Products other than the warranty set forth in Clauses 10.1 and 10.2, whether expressed or implied.
- 10.4 Each Party shall promptly notify the other Party of any breach of warranties set forth in Clauses 10.1 to 10.2.
- 10.5 If any Products are not manufactured in accordance with the Specifications, Nisshin at its sole option shall:
- 10.5.1 at Nisshin's cost, supply replacement of the Products conforming with Clause 10.1; or
- 10.5.2 refund the Price or any part of the Price corresponding to the Products that does not

meet Specifications.

11 SHIPPING TERM / TITLE AND RISK

- 11.1 Nisshin shall ship the Products FOB Tokyo, as defined in Incoterms 2000.
- 11.2 Title to the Products shall pass from Nisshin to Amarin upon the delivery of the Products to the Destination in accordance with the Order.
- 11.3 Nisshin will be responsible for organizing the transport by air and insurance arrangements for the delivery of the Products from the site of manufacture to the Destination. Amarin will reimburse Nisshin for the costs of the transport and insurance arrangements for the said delivery of the Products from the site of manufacture to the Destination.

12 CONFIDENTIAL INFORMATION

- 12.1 The Parties shall keep Confidential Information strictly confidential, shall not disclose it to any third party other than Bizen Chemical Ltd., and Nisshin Seifun Group Inc., the current parent company of Nisshin. Save as otherwise specifically provided herein, the Parties shall only disclose Confidential Information to those of its employees, representatives and agents requiring knowledge thereof in connection with fulfilling that Party's obligations under this Agreement.
- 12.2 The Parties further agree to inform all such employees, representatives and agents of confidential nature of the Confidential Information and their duties hereunder and make reasonable measures to make employees, representatives and agent comply with the duties hereunder.

The Parties shall exercise the same standard of care as they would exercise in relation to its own confidential information (but in no event less than a reasonable standard of care) to protect and preserve the proprietary and confidential nature of the Confidential Information disclosed to it by the other party.

- 12.3 Notwithstanding the provisions of this Clause 12, if one of the Parties ("Disclosing Party") or any person who received the Confidential Information in accordance with Clause 12.1 is requested or required by any court of competent jurisdiction, any competent judicial, governmental or regulatory body, pursuant to any relevant law or regulation to disclose any of the Confidential Information, the Disclosing Party will make reasonable effort to provide the other Party with a notice so as to afford the other Party the opportunity, at the other Party's expense, to pursue a protective order or other remedy and the Disclosing Party shall reasonably cooperate with the other Party in such efforts to the extent practical and permitted under applicable laws and regulations. In no event shall the Disclosing Party be liable for any damages resulting from disclosure of the Confidential Information pursuant to this Clause. Disclosure of Confidential Information by a Disclosing Party in accordance with this Clause shall not be a breach of this Agreement.
- 12.4 The Parties shall use the Confidential Information exclusively for performance of this Agreement and for no other purpose.

- 12.5 Upon termination or expiration of this Agreement, each Party shall promptly, upon request of the other Party, return all documents and any copies thereof containing Confidential Information belonging to, or disclosed by, such other Party.
- 12.6 The Parties agree that the obligations of this Clause 12 are necessary and reasonable in order to protect the Parties' respective businesses.
- 12.7 The Parties agree that any such violation or threatened violation may cause irreparable injury to a Party and that, in addition to any other remedies that may be available, each Party shall be entitled to seek injunctive relief against the threatened breach of the provisions of this Clause 12, or a continuation of any such breach by the other Party, specific performance and other such relief to redress such breach together with damages and reasonable counsel fees and expenses to enforce its rights hereunder.
- 12.8 Subject to Clause 12.3, no announcement or public statement concerning the existence, subject matter or any term of this Agreement shall be made by or on behalf of any Party without the prior written approval of the other Party.
- The terms of any such announcement shall be agreed in good faith by the Parties.
- 12.9 Amarin shall obtain Nisshin's prior written consent if Amarin needs to disclose this Agreement to a potential third party purchaser or commercialisation partner or current or future Amarin investor (collectively "Potential Partner"), provided that the relevant third party has entered into a confidentiality agreement on terms no less protective than the terms of this Clause 12. When Amarin wishes to obtain such Nisshin's consent, Amarin will provide advance written notification to Nisshin of identity of such third party with the relevant information of the third party. Nisshin will make response to the notification as soon as practicable. If Nisshin decides not to agree to provide its consent, Nisshin will provide Amarin with a written reason why such consent was withheld. Notwithstanding the foregoing, Nisshin will not withhold, condition or delay its consent hereunder if the Potential Partner's primary line of business is in the area of pharmaceuticals or biotechnology.
- 12.10 Amarin shall indemnify Nisshin against any claims, costs (including legal costs, expenses), liabilities, losses (including loss of profit), damages or expenses arising out of, or in connection with the disclosure of this Agreement pursuant to Clause 12.9.

13 FORCE MAJEURE

- 13.1 If either Party is prevented or delayed in the performance of any of its obligations under this Agreement as a result of acts of God, war, fire, earthquake, or other natural disaster beyond the reasonable control of a Party that has not occurred as a result of its act, omission or negligence and which was not reasonably foreseeable ("Force Majeure Event"), it shall notify the other Party, in writing, of the same as soon as practicable. The affected Party shall use its reasonable endeavours to remove or overcome such Force Majeure Event as quickly as possible and shall also use its reasonable endeavours to mitigate the impact of such Force Majeure Event of the other Party. Subject to Clause 13.3, if a Party shall have fully complied with its obligations under this Clause 13.1, it shall be excused from performance of its unfulfilled obligations under this Agreement from the date of such notice until such Force Majeure Event no longer pertains.
- 13.2 A Force Majeure Event will include any issue either Party has with its subcontractors or suppliers of raw materials, intermediates and packaging components, which were caused by one of the Force Majeure Events described in Clause 13.1.
- 13.3 If a Force Majeure Event prevents the performance by a Party of any obligations hereunder for a continuous period in excess of 12 weeks, the other Party shall be entitled to terminate this Agreement by written notice at any time after such 12 week period provided the relevant Force Majeure Event is continuing at the time such notice is given.

14 TERM

- 14.1 This Agreement shall be effective from the Commencement Date until March 31, 2012.

15 TERMINATION

- 15.1 This Agreement may be terminated by either Party by giving to the other Party a notice in writing if the other Party commits a material breach of the terms of this Agreement and (where such breach is capable of remedy) fails to remedy such breach within 60 days of receiving a written notice from the terminating Party specifying the breach and requiring its remedy.
- 15.2 This Agreement may be terminated by either Party immediately by giving a written notice to the other, if:
- 15.2.1 a petition is filed by or against the other Party for commencement of bankruptcy proceeding (hasan-tetsuzuki-kaishi), commencement of corporate reorganization proceeding (kaishakousei-tetsuzuki-kaishi), commencement of civil rehabilitation proceeding (minjisaisei-tetsuzuki-kaishi), or any other insolvency proceeding;
 - 15.2.2 the other Party is subject to seizure (sashiosae), sequestration (kari-sashiosae), preservative attachment (hozen-sashiosae), commencement of public auction (keibai), or other compulsory execution (kyousei-shikkou) or foreclosure (tanpoken-jikkou) proceeding against material assets of the other Party;
 - 15.2.3 the other Party is unable to pay its debts in the normal course of business; or
 - 15.2.4 there is a Change of Control of the other Party.

- 15.3 Notwithstanding the provisions of Clause 15.1, this Agreement may be terminated by Nisshin by giving Amarin 30 days notice in writing, if Amarin fails to perform its duty as set forth in Clause 2.5, unless, within such 30 days, Amarin pays to Nisshin the amount corresponding to the unfulfilled purchases according to the minimum purchase quantities at the Price stated in Schedule One.
- 15.4 This Agreement may be terminated by Nisshin by giving Amarin notice in writing without Nisshin incurring any liability or obligation whatsoever (except the obligations under Clause 9), if Nisshin is unable to continue manufacturing and supplying the Products to Amarin in accordance with its requirement due to disruption of supplies of raw materials or intermediates, which disruption cannot be recovered within reasonable time, provided that Nisshin shall without delay inform Amarin of occurrence of such event in order to give Amarin an opportunity to seek alternative sources.

16 CONSEQUENCES OF TERMINATION

- 16.1 In the event that this Agreement is terminated, neither Party shall be entitled to compensation of damages for lost profits arising out of the termination of this Agreement.
- 16.2 Notwithstanding any provisions herein to the contrary, in the event that this Agreement is terminated for any reason, Amarin shall purchase and take delivery of all the Products manufactured by Nisshin according to Orders placed by Amarin at the Price stipulated herein, and shall purchase, at cost, all stocks of the Products either manufactured or in the process of being manufactured for Amarin, including unused intermediates that Nisshin stores.

The provisions of Clauses 6, 9, 12, 16 and 18 shall survive the expiration or termination of this Agreement up to three years after the expiration or termination of this Agreement.

17 ASSIGNMENT

Neither Party may assign this Agreement or any of its rights or obligations under this Agreement without the prior written consent of the other Party which consent shall not be unreasonably withheld or delayed provided, however, that:

- 17.1 either Party may assign this Agreement, in whole or in part, to an affiliate of the assigning Party; provided, that the assigning Party guarantees the performance of such affiliate hereunder; and
- 17.2 Amarin may assign this Agreement, in whole, to the Potential Partner disclosed under this Agreement pursuant to Clause 12.9 who acquires, by merger, sale of assets or otherwise, all or substantially all of the business of the assigning Party in which the subject matter of this Agreement is included.

18 MISCELLANEOUS

- 18.1 All notices, consents, approvals or other communications hereunder shall be in writing and shall be delivered personally or by registered or certified mail, postage prepaid, or sent by fax, addressed to the authorised personnel at relevant Party and at such address as each Party shall from time to time notify the other in writing. Any such notice, consent,

approval and other communication shall be deemed given, in the case of personal delivery, on the date of delivery, in the case of mailing, on the fifth (5th) day following its deposit in the mail and in the case of a fax, on the next business day after the day of transmission provided the sender's facsimile machine produces a report showing complete and successful transmission to the correct facsimile number.

- 18.2 Nothing in this Agreement shall constitute or be deemed to constitute the creation of a partnership, agency, or employer/employee relationship between the parties.
- 18.3 This Agreement, together with the Specifications and the Schedules attached hereto, constitutes the entire agreement and understanding of the parties and supersedes any previous agreement between Nisshin and Amarin in relation to the subject matter of this Agreement. This Agreement, the Specification, and the Schedules attached hereto or any order may only be modified only by a written document signed on behalf of each of the parties. If there are any inconsistencies between the terms and conditions of this Agreement and the terms and conditions set forth in any quotation, order, acknowledgement or invoice, the terms and conditions of this Agreement shall prevail.
- 18.4 If any provision of this Agreement is held by any court or other competent authority to be invalid or unenforceable in whole or in part, it shall be deemed severed from this Agreement and the validity of the other provisions and the remainder of the provision in question shall not be affected.
- 18.5 This Agreement shall be governed by and construed in accordance with the laws of Japan.
- 18.6 The parties hereto shall submit to the exclusive jurisdiction of the Tokyo District Court of Japan with respect to any dispute arising from this Agreement.

IN WITNESS HEREOF, each of the Parties has caused this Agreement to be executed by its duly authorized representative on and as of the date first written above.

NISSHIN PHARMA, INC.

By: _____
Name: Toshinori Shiragami
Title: President

Date: _____, 2009

AMARIN PHARMACEUTICALS IRELAND LTD.

By: _____
Name: Alan Cooke
Title: Director

Date: _____, 2009

SCHEDULE ONE

PRICES / MINIMUM PURCHASE REQUIREMENTS / MILESTONE PAYMENTS

PRICES

The Price for the first five (5) metric tons of the Product purchased from Nisshin by Amarin in each Fiscal Year (as defined below) is JPY [*****].

The Price (the "Mid-Tier Price") for any amount of Product purchased from Nisshin by Amarin after the first five (5) metric tons, but not in excess of twelve (12) metric tons of Product in each Fiscal Year (as defined below) is as follows:

[*****] for the part after the first five (5) metric tons,

but not excess eight (8) metric tons, and

[*****] for the part after the eight (8) metric tons,

but not excess twelve (12) metric tons.

If Nisshin presents evidence that its manufacturing cost for the Products has increased, because of significant changes in matters beyond its reasonable control, such as the price of crude fish oil, and that such change has been independently recognized by an industry-recognized credible source, then Amarin and Nisshin will discuss the revision of the aforementioned prices for the Product in good faith. If the aforementioned discussion cannot be successfully completed remotely, then the Parties will be obligated to meet in person to discuss the aforementioned matter in good faith.

***** 10 lines omitted *****

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ASTERISKS [*] DENOTE SUCH OMISSIONS.**

MINIUMUM PURCHASE REQUIREMENTS

Amarin shall purchase the following minimum amounts of the Product from each April to March fiscal year ("Fiscal Year") beginning in the calendar year first indicated in each item a-d below.

- a) 2008-2009 1.62 metric tons
- b) 2009-2010 1.08 metric tons
- c) 2010-2011 3.24 metric tons
- d) 2011-2012 3.24 metric tons

MILESTONE PAYMENTS

Amarin shall make the following non-refundable one-time payments to Nisshin upon satisfaction of the conditions set forth below:

- a) USD500,000 upon the signing of this Agreement by both Parties; and
- b) USD500,000 upon the first Marketing Approval of the Product in the US or the EU.

For the avoidance of doubt, the Parties acknowledge that Amarin shall be required to pay each of the Milestone Payments only one time and provided that the related condition has been satisfied. Further, the Parties also acknowledge that the Milestone Payments are not refundable by Nisshin even in case the Parties' discussion does not result in execution of the Long-Term Agreement.

SCHEDULE TWO

THE PRODUCTS

Products

Products means the E-EPA pharmaceutical drug substance which meets the Specification defined in the Schedule Three and manufactured by Nisshin and

E-EPA means:

the compound which chemical name is

Ethyl (5Z,8Z,11Z,14Z,17Z)-5,8,11,14,17-icosapentaenoate

Company Code Name which is described in the US-DMF and EDMF is

EPA-E

Common name is

Ethyl eicosapentaenoate

and

Chemical Abstracts Registry (CAS) Number is

73310-10-8

***** Approximately 34 lines omitted *****

**CONFIDENTIAL INFORMATION OMITTED AND FILED SEPARATELY WITH THE SECURITIES AND EXCHANGE COMMISSION.
ASTERISKS [*] DENOTE SUCH OMISSIONS.**

SCHEDULE FOUR**AMARIN's CURRENT INVESTORS**

Shareholder	Shares	Basic %
Sofinnova Venture Partners VII, LP	3,586,957	13.26%
Orbimed Advisors LLC	3,260,870	12.06%
Thomas, McNerney & Partners LLC	2,173,913	8.04%
Panorama Capital LP	1,847,826	6.83%
Sunninghill Limited	1,465,755	5.42%
Simon Kukes	1,277,695	4.72%
Longitude Venture Partners, LP	1,086,957	4.02%
Amarin Investment Holding Limited	1,072,906	3.97%
Fountain Healthcare Partners Fund	217,391	0.80%
Michael Walsh	74,828	0.28%
Total	16,065,098	59.40%

DATED: May 25th, 2009

AMARIN CORPORATION, PLC

ESTER NEUROSCIENCES LTD.

**MEDICA II MANAGEMENT L.P.
(AS THE SELLERS' REPRESENTATIVE)**

AMENDMENT AND WAIVER AGREEMENT

Certain portions of this Exhibit have been omitted pursuant to a request for "Confidential Treatment" under Rule 24b-2 of the Securities and Exchange Commission. Such portions have been redacted and bracketed in the request and appear as [*] in the text of this Exhibit. The omitted confidential information has been filed with the Securities and Exchange Commission.

THIS AMENDMENT AND WAIVER AGREEMENT dated as of May 25th, 2009 (this “**Agreement**”)

AMONG:

- (1) **AMARIN CORPORATION, PLC**, a public limited company incorporated under the laws of England and Wales (the “**Buyer**”);
- (2) **ESTER NEUROSCIENCES LTD., an Israeli company (the “Company”); and**
- (3) **MEDICA II MANAGEMENT L.P.**, a Cayman Islands limited partnership, in its capacity as the Sellers’ Representative appointed pursuant to Section 13 of that certain Stock Purchase Agreement dated December 5, 2007 between Buyer, the Security Holders (each a “**Seller**” and collectively the “**Sellers**”) of the Company, the Company, and the Sellers' Representative.

RECITALS:

- A. The Buyer, the Sellers, the Company and the Sellers' Representative entered into a Stock Purchase Agreement dated December 5, 2007, as subsequently amended by Amendment No. 1 (“**Amendment No. 1**”) to Stock Purchase Agreement dated April 7, 2008 (together the “**SPA**”).
- B. The Buyer is continuing various activities to conclude its auditing and reporting of the Phase IIa Clinical Study.
- C. The Buyer announced in September 2008 that following a change in strategic direction, the Buyer would seek partnerships for its CNS pipeline, including Monarsen in MG. At the date of this Agreement, the Buyer does not intend to conduct any new development work on Monarsen but intends to seek to enter into an agreement with a third party partner whereby such third party partner would conduct any such development work in the future.
- D. The parties hereto acknowledge that it is necessary to agree a number of amendments to, and waivers under, the SPA to reflect the circumstances described in Recitals C and E and to facilitate the Buyer’s intention to seek a future partnership for Monarsen in MG.
- E. The Buyer has agreed to make a settlement payment to the Sellers in the form of Buyer Ordinary Shares and to amend certain provisions of the SPA relating to the Escrow Fund in consideration of the Sellers’ Representative and each of the Sellers agreeing to the amendments and waivers referred to herein and to terminate and extinguish any obligations of the Buyer to pay the Milestone Ia Consideration to the Sellers pursuant to the SPA (all of the foregoing as set forth in detail under Section 2).
- F. The parties hereto have also agreed certain terms which supplement the SPA and which are also set forth in this Agreement.

IN CONSIDERATION OF THE MUTUAL COVENANTS CONTAINED HEREIN, AND OTHER GOOD AND VALUABLE CONSIDERATION, THE RECEIPT AND ADEQUACY OF WHICH ARE HEREBY ACKNOWLEDGED, IT IS HEREBY AGREED AS FOLLOWS:

1 DEFINITIONS / REPRESENTATIONS AND WARRANTIES

1.1 Definitions:

All capitalized terms used in this Agreement, and not otherwise defined herein, shall have the meanings ascribed to them in the SPA.

“**Accelerated Payment**” has the meaning set forth in Section 3.4.3.

“**Accelerated Payment Allocation Schedule**” means the schedule to be prepared by the Sellers’ Representative and submitted to the Buyer prior to the payment of any Accelerated Payment setting forth the allocation of the Accelerated Payment to the Sellers.

“**Actual Milestone II Consideration**” has the meaning set forth in Section 3.4.2.

“**Additional Milestone II Consideration**” has the meaning set forth in Section 3.3.3.

“**Effective Date**” has the meaning set forth in Section 2.1.1.

“**MG Field**” means the treatment of MG in humans.

“**MG Phase II Third Party Partner Consideration**” means any Third Party Partner Consideration received by the Buyer in respect of the grant of any MG Sub-license up to the date preceding the completion of the MG Phase II Development Program.

“**MG Sub-license**” means a sub-license granted to any Person (other than an Affiliate of Buyer) to any Company Business Intellectual Property in the MG Field.

“**Milestone Ib Shortfall Amount**” has the meaning set forth in Section 3.3.3.

“**Proposed Partnership Agreement**” has the meaning set forth in Section 3.1.3.

“**Reduced Milestone Ib Payment**” has the meaning set forth in Section 3.3.3.

“**Releasor**” and “**Releasee**” have the meanings set forth in Section 4.

“**Repayable Amount**” has the meaning set forth in Section 3.4.2.

“**Settlement Payment**” has the meaning set forth in Section 2.1.

“**Shortfall Advance Payment(s)**” has the meaning set forth in Section 3.4.2.

“**Shortfall Advance Payment Allocation Schedule**” means the schedule to be prepared by the Sellers’ Representative and submitted to the Buyer prior to the payment of any Shortfall Advance Payment setting forth the allocation of the Shortfall Advance Payment to the Sellers.

“**SPA Future Waiver**” has the meaning set forth in Section 2.1.4.

“**Termination Agreement**” has the meaning set forth in Section 3.5.

“**Terminated Section 12 Provisions**” has the meaning set forth in Section 2.2.

“**Third Party Partner**” has the meaning set forth in Section 3.3.

“**Third Party Partner Consideration**” means all milestone and license payments in cash that the Buyer is paid by the Third Party Partner under the Proposed Partnership Agreement and any Non-MG Sub-license Fees and any other consideration that the Buyer is paid as aforesaid that is not in the form of cash, the value of which shall be determined pursuant to Section 3.4.4.

“**21¹ Month Trigger Date**”, “**27 Month Trigger Date**”, “**30 Month Trigger Date**” and “**Ultimate Transfer Date**” have the meanings set forth in Section 3.5.

“**United States Dollar**” and “**US\$**” and “**\$**” means the lawful currency of the United States of America.

1.2 **Representations and Warranties of Sellers' Representative:**

The Sellers' Representative represents and warrants to the Buyer, as of the date hereof and as of the Effective Date, that:

- 1.2.1 the Sellers' Representative continues to hold all the authorities and powers granted by the Sellers to the Sellers' Representative under Section 13 of the SPA;
- 1.2.2 the Sellers' Representative has full authority and power to enter into this Agreement on behalf of each Seller and has all necessary authority and power to bind each Seller to each of the provisions of this Agreement;
- 1.2.3 all necessary corporate, shareholder and other legal action has been taken by the Sellers' Representative to authorize the execution, delivery and performance by it of this Agreement. The Sellers' Representative has duly executed and delivered this Agreement. This Agreement is the legal, valid and binding obligation of the Sellers' Representative, enforceable against it in accordance with its respective terms, except as enforceability of such objections may be limited by bankruptcy, insolvency, reorganization, moratorium and other similar laws now or hereafter in effect relating to or limiting creditors' rights generally and general principles of equity relating to the availability of specific performance and injunctive and other forms of equitable relief;
- 1.2.4 the Sellers' Representative will execute this Agreement in its capacity as the Sellers' Representative and, based on its authority as such, as agent and attorney-in-fact of each Seller (so appointed under Section 13 of the SPA); and
- 1.2.5 the Sellers' Representative acknowledges that the Buyer is entering into this Agreement with each of the Sellers in reliance on the provisions of Section 13 of the SPA (including, without limitation, Section 13(g) of the SPA) and the representations and warranties of the Sellers' Representative set forth in this Section 1.2.

1.3 **Representations and Warranties of Buyer:**

Buyer represents and warrants to the Sellers' Representative and to each Seller, as of the date hereof and as of the Effective Date, that:

- 1.3.1 **Organization and Good Standing:** The Buyer has been duly incorporated and is validly existing as a public limited company under the laws of England and Wales and has all necessary corporate power and authority to perform all of its obligations under this Agreement.
 - 1.3.2 **Power and Authorization:** The Buyer has all requisite power and authority to execute and deliver this Agreement, to perform its obligations hereunder and to carry out the transactions contemplated hereby. All necessary corporate, shareholder and other legal action has been taken by the Buyer to authorize the execution, delivery and performance by it of this Agreement. The Buyer has duly executed and delivered this Agreement. This Agreement is the legal, valid and binding obligation of the Buyer, enforceable against it in accordance with its respective terms, except as enforceability of such objections may be limited by bankruptcy, insolvency, reorganization, moratorium and other similar laws now or hereafter in effect relating to or limiting creditors' rights generally and general principles of equity relating to the availability of specific performance and injunctive and other forms of equitable relief.
 - 1.3.3 **Buyer Ordinary Shares:** As of the Effective Date, subject to Section 2.1.1, upon issuance and delivery of the Buyer Ordinary Shares comprising the Settlement Payment: (a) such Buyer Ordinary Shares will have been duly authorized and validly issued and will be fully paid and non-assessable, will have been issued in compliance with all applicable English laws and the ADSs representing Amarin Shares will have been issued in compliance with all applicable U.S. securities laws, and will not have been issued in violation of any preemptive right, resale right, right of first refusal or similar right, (b) such delivery will convey to the Sellers good, valid and
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marketable title to such Buyer Ordinary Shares, free and clear of any Encumbrances (other than applicable securities laws), and subject to Section 9.6 of the SPA, the Buyer will have complied with all applicable rules in connection with the issuance of freely tradeable Buyer Ordinary Shares on Nasdaq.

1.4 **Representations and Warranties of each Seller:**

Each Seller represents and warrants to the Buyer, severally, as of the date hereof and as of the Effective Date that:

- 1.4.1 **Organization and Good Standing:** Such Seller is duly organized, validly existing and in good standing under the laws of its jurisdiction of incorporation, formation or organization, as applicable, and has (as applicable) all necessary corporate, partnership or limited liability company power and authority, as the case may be, to perform all of its obligations under this Agreement.
- 1.4.2 **Power and Authorization:** Such Seller has all legal right, power, authority and legal capacity to execute and deliver this Agreement, to perform its obligations hereunder and to carry out the transactions contemplated hereby.
- 1.4.3 **Status of Shareholder:** Such Seller is not a “U.S. Person” as defined by Rule 902 of Regulation S promulgated under the Securities Act, was not formed (if an entity) by a “U.S. Person” as defined by United States jurisdiction, and was not formed (if an entity) for the purpose of investing in securities not registered under the Securities Act. Such Seller is not acquiring the Buyer Ordinary Shares for the benefit of a “U.S. Person” as defined by Rule 902 of Regulation S. Such Seller is outside the United States. Such Seller acknowledges, agrees and covenants that it will not engage in hedging transactions with regard to Buyer Ordinary Shares prior to the expiration of the distribution compliance period specified in Rule 903 of Regulation S promulgated under the Securities Act, unless in compliance with the Securities Act. Absent another exemption from registration, such Seller will not resell Buyer Ordinary Shares to “U.S. Persons” or within the United States, unless pursuant to registration of such Buyer Ordinary Shares under the Securities Act.
- 1.4.4 **Reliance Upon Seller’s Representations:** Such Seller understands that the issuance and sale thereto of Buyer Ordinary Shares will not be registered under the Securities Act on the ground that such issuance and sale will be exempt from registration under the Securities Act pursuant to Regulation S promulgated under the Securities Act and that Buyer’s reliance on such exemption is based on each Seller’s representations set forth herein.
- 1.4.5 **Receipt of Information:** Such Seller has had an opportunity to ask questions and receive answers from Buyer regarding the terms and conditions of the issuance and sale of the Buyer Securities and the business, properties, prospects and financial condition of Buyer and to obtain any additional information requested, and has received and considered all information such Seller deems relevant to make an informed decision to purchase Buyer Securities. Neither such inquiries nor any other investigation conducted by or on behalf of such Seller or its representatives or counsel shall modify, amend or affect such Seller’s right to rely the Buyer’s representations and warranties contained in this Agreement.
- 1.4.6 **Restricted Securities:** Such Seller understands that the Buyer Ordinary Shares have not been registered under the Securities Act and such Seller will not sell, offer to sell, assign, pledge, hypothecate or otherwise transfer any of the Buyer Ordinary Shares during the 40 days following the Effective Date. Such Seller agrees that Buyer may place stop transfer orders with Citibank N.A. (the “Transfer Agent”) (or any other transfer agent) with respect to the Buyer Ordinary Shares in order to implement the restrictions on transfer set forth in this Agreement.
- 1.4.7 **Independent Investment:** Such Seller acknowledges that it is aware of its obligations as a beneficial owner of Buyer Ordinary Shares pursuant to Section 12(d) of the Exchange Act.
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1.5 **No other Representations and Warranties:**

Each of the parties hereto acknowledges that it has not made any representation or warranty to any other party hereto, express or implied, as to the matters set forth in this Agreement, or any matter related thereto, except as specifically and explicitly set forth in this Agreement.

2 **SETTLEMENT PAYMENT / RELEASE OF ESCROW FUND**

2.1 The Buyer has agreed with the Sellers' Representative and the Sellers to make a settlement payment (the "**Settlement Payment**") to the Tax Trustee for the Sellers in the form of 1,315,789 Buyer Ordinary Shares in consideration of the agreement of the Sellers' Representative and of each Seller to the amendment, termination and waiver of certain provisions of the SPA (as set forth in this Agreement) and subject to the following additional terms:

2.1.1 as soon as practicable following the date hereof, taking into account the then relevant issues arising under U.S. securities laws, but not later than 60 days hereafter, the Buyer shall issue to the Tax Trustee (the date of such issuance, the "**Effective Date**") 1,315,789 Buyer Ordinary Shares that are freely tradeable on Nasdaq (pursuant to an effective Buyer registration statement, Regulation S or other applicable exemption from registration under the Securities Act) in discharge of the obligation to pay the Settlement Payment under Section 2.1;

2.1.2 for the avoidance of doubt, and as a consequence of the amendment to the SPA set forth in Section 2.2, no amount of the Settlement Payment will be paid by the Buyer to the Escrow Agent for deposit to the Escrow Fund;

2.1.3 all and any obligations of the Buyer to pay to the Sellers the Milestone Ia Consideration pursuant to Section 2.1(d) and Section 9.2 of the SPA shall be extinguished in full and, with effect from the Effective Date and at all times thereafter, the Buyer shall have no liability of any nature to any Seller under Section 2.1(d) and/or Section 9.2 of the SPA or otherwise in respect of the Milestone Ia Consideration; and

2.1.4 subject to Section 3.4.1 and Section 3.5.5, the Sellers' Representative on behalf of each Seller (pursuant to Section 14.5 of the SPA), and each Seller, hereby fully waives all of its rights of any nature whatsoever, on a perpetual basis, to require or enforce performance by the Buyer of the requirements of Section 2.1(h), Section 2.1(e) and/or Section 2.1(f) of the SPA ("**SPA Future Waiver**") and the Buyer shall have no liability of any nature to the Sellers following the Effective Date for breach of, or absence of performance of, any of the provisions of Section 2.1(h), Section 2.1(e) and/or Section 2.1(f) of the SPA.

2.2 The Buyer and the Sellers' Representative agree that on the expiry of the Escrow Period as such term has been originally defined in the SPA, i.e., on June 6, 2009, the parties shall execute and deliver the Final Instruction to Escrow Agent, in the form of **Exhibit 2.2** hereto, informing the Escrow Agent that the parties irrevocably instruct the Escrow Agent to pay to the Sellers on such date all of the Remaining Escrow Fund in the manner set forth in the Escrow Agreement.

Further, the parties agree that, on the Effective Date, the following provisions of Section 12 of the SPA, Sections 12.1(i), 12.2(i)(a), 12.2(ii), 12.3(a) (other than with respect to Section 5.2, with respect to which Section 12.3(a) shall continue to apply in accordance with the terms of the SPA), 12.3(c), 12.6(f), 12.6(g) and 12.11 (the "**Terminated Section 12 Provisions**"), shall terminate and have no further force or effect, such that:

2.2.1 any and all of Buyer's rights and remedies for any Damages incurred as set forth in the Terminated Section 12 Provisions ("**Covered Liabilities**") shall terminate, and neither Buyer nor any Buyer Indemnified Party shall have any other claims, rights or remedies against any of the Sellers after the Effective Date, whether under the SPA or under any applicable law or otherwise, for such Covered Liabilities.

2.2.2 any and all of Sellers' rights and remedies for any Damages incurred as set forth in the Terminated Section 12 Provisions ("**Covered Liabilities**") shall terminate, and none of the Sellers nor any Seller Indemnified Party shall have any other claims, rights or remedies against the Buyer after the Effective Date, whether under the SPA or under any applicable law or otherwise, for such Covered Liabilities.

For the avoidance of doubt, all the provisions of Section 12 other than the Terminated Section 12 Provisions shall be unchanged by this Agreement and shall continue in full force and effect in accordance with their terms, it being understood that all the provisions of Section 12, other than the Terminated Section 12 Provisions, shall continue in full force and effect solely with respect to the Sellers' obligations under Section 12.1(ii) of the SPA (which are subject to the waiver and release in Section 4 hereof), the Sellers' obligations under Section 12.2(i)(b) of the SPA, and Buyer's obligations under Sections 12.3(a) (only with respect to Section 5.2), 12.3(b) (which are subject to the waiver and release in Section 4 hereof) and 12.3(d) of the SPA, and that all such provisions shall be read subject to the amendments to such Section 12 as stated in this Section 2.2.

3 FUTURE DEVELOPMENT OF MONARSEN / INTENTION TO PARTNER MONARSEN

3.1 It is acknowledged by the Sellers' Representative and each Seller that the intentions of the Buyer as at the date hereof and the Effective Date as regards any future development and/or commercialization activities in respect of Monarsen are as follows:

3.1.1 the Buyer is currently completing certain activities to finalise the Buyer's auditing and reporting of the Phase IIa Clinical Study and, save the completion of such activities and the activities described in Section 3.1.3 below, the Buyer does not intend to conduct any additional development and/or commercialization activities on Monarsen, (including, without limitation, any MG Phase II Development Program, US Phase III Clinical Study or Phase III Clinical Study);

3.1.2 as a result of the Buyer's cessation of all development activities on Monarsen as described in Section 3.1.1 above, and save in the circumstances outlined in Section 3.5.5 below where the Buyer would re-commence development activities on Monarsen in MG, Milestone Ib and Milestone II will not be achieved by the Buyer in the future and the potential for future payment to the Sellers of such milestones will be as set forth in Section 3.3;

3.1.3 as more fully described in Section 3.3, the Buyer intends to seek to enter into an agreement (the "**Proposed Partnership Agreement**") with a third party partner whereby such third party partner would conduct future development and/or commercialization activities on Monarsen in MG **PROVIDED HOWEVER** that the parties hereto agree that the provisions of this first paragraph of Section 3.1.3 and the provisions of Section 3.3 are only expressions of the Buyer's intentions and no such provision comprises or contains any legally binding obligation on the Buyer.

The parties hereto further agree that the foregoing proviso is without prejudice to the provisions of Section 3.5, which, for the avoidance of doubt, constitute legally binding obligations of the parties hereto.

3.2 Upon agreement with the Sellers' Representative, the Sellers' Representative will make available to the Buyer a certain portion of the business time of Prof. Eli Hazum as may be reasonably required by the Buyer to enable the Buyer to conclude the Buyer's auditing and reporting of the Phase IIa Clinical Study and to make any reports to, or respond to any queries of, or in relation to any inspections or investigations of, any regulatory authority in Europe, the USA or any other jurisdiction in relation to the Phase IIa Clinical Study.

3.3 The Buyer intends to seek to negotiate with any potential third party partner which is an experienced company in the business of developing drugs ("**Third Party Partner**") to include the following terms in the Proposed Partnership Agreement:

- 3.3.1 the Third Party Partner would have direct obligations to the Sellers, including diligence obligations as regards future development activities relating to Monarsen in MG identical to the Diligence Obligation set forth in Section 2.1(h) of the SPA, and including reporting and audit obligations (provided, however, that if the Third Party Partner is not a publicly traded company, then its reporting and audit obligations shall be broadened as required to provide Sellers' Representative reasonable comfort in such circumstances);
- 3.3.2 the Third Party Partner would have an obligation to pay to the Sellers a milestone payment of [*****]² in cash within 14 days after the Milestone Ib Date (the "**First Payment Date**") and would assume the obligations to the Sellers as regards Milestone II set forth in Section 2.1(f) of the SPA (other than Section 2.1(f)(iv) of the SPA, which is hereby terminated);
- 3.3.3 if in the negotiation of the matters described in Section 3.3.2, the Third Party Partner is not agreeable to pay to the Sellers a milestone payment of [*****] in cash on the First Payment Date, and is only agreeable to pay a cash milestone that is less than [*****] ("**Reduced Milestone Ib Payment**") resulting in a shortfall amount (the "**Milestone Ib Shortfall Amount**"), without prejudice to the provisions of Section 3.4.2, the Buyer intends to seek to negotiate with the Third Party Partner an addition to the Milestone II Consideration whereby the Third Party Partner would assume the obligations to the Sellers as regards Milestone II set forth in Section 2.1(f) of the SPA (other than Section 2.1(f)(iv) of the SPA, which is hereby terminated) and agree to pay an additional cash payment to the Sellers within 14 days after the Milestone II Date, in addition to the Milestone II Consideration, equal to the Milestone Ib Shortfall Amount ("**Additional Milestone II Consideration**"); and
- 3.3.4 the Third Party Partner would have direct obligations to the Buyer, separate and distinct from the Third Party Partner's obligations described in Section 3.3.1 above, including diligence obligations and payment obligations.
- 3.4 If the Buyer executes a Proposed Partnership Agreement, the following additional provisions shall apply as between the Buyer and the Sellers:
- 3.4.1 without prejudice to Section 2.1.4, all and any obligations of the Buyer to pay to the Sellers the Milestone Ib Consideration pursuant to Section 2.1(e) and Section 9.2 of the SPA; and/or the Milestone II Consideration pursuant to Section 2.1(f) of the SPA; and the provisions of Section 2.1(h), shall be terminated and extinguished in full and, with effect from the effective date of the Proposed Partnership Agreement and at all times thereafter, the Buyer shall have no liability of any nature to any Seller under Section 2.1(e) and Section 9.2 of the SPA in respect of the Milestone Ib Consideration, or under Section 2.1(f) of the SPA in respect of the Milestone II Consideration, or under any of the provisions of Section 2.1(h);
- 3.4.2 in the event that, under the Proposed Partnership Agreement, the Third Party Partner does not agree to pay to the Sellers a milestone payment of [*****] in cash on the First Payment Date, or to assume the obligations to the Sellers as regards Milestone II set forth in Section 2.1(f) of the SPA (other than Section 2.1(f)(iv) of the SPA, which is hereby terminated), then Buyer agrees to make advance payments ("**Shortfall Advance Payment(s)**") to each Seller equal to its portion (as set forth on the Shortfall Advance Payment Allocation Schedule) in cash, of the following amounts:
- (1) the amount that reflects the difference between [*****] and the aggregate amount actually paid to the Sellers by the Third Party Partner on the First Payment Date; and
 - (2) the amount that reflects the difference between [*****] (or [*****], as may be applicable under Section 2.1(f)(ii) of the SPA) and the aggregate amount actually paid to the Sellers by the Third Party Partner on the Milestone II Date (or the other

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applicable payment date), as applicable, plus the Additional Milestone II Consideration (“**Actual Milestone II Consideration**”);

such Shortfall Advance Payments(s) to be paid by Buyer only from any Third Party Partner Consideration the Buyer actually receives from the Third Party Partner less any Accelerated Payments made to the Sellers under Section 3.4.3, and less any Non-MG Consideration made to the Sellers under Section 2.1(g) of the SPA **PROVIDED HOWEVER** that the Sellers’ Representative shall irrevocably instruct the Third Party Partner to pay to Buyer the amount (“**Repayable Amount**”) of any such Shortfall Advance Payments (or part thereof), out of the payment agreed to be made by the Third Party Partner to the Sellers of the Milestone II Consideration and any Additional Milestone II Consideration, only if and to the extent that the Milestone II Consideration and any Additional Milestone II Consideration is actually due to the Sellers. The Repayable Amount shall be calculated as follows:

Reduced Milestone Ib Payment + (plus) Shortfall Advance Payment(s) + (plus) Accelerated Payments + (plus) Non-MG Consideration + (plus) Actual Milestone II Consideration

= (less)

[*****]3

= (less)

Milestone II Consideration

= (equals) Repayable Amount;

3.4.3 in addition, the Buyer shall pay to each Seller a payment (the “**Accelerated Payment**”) equal to its portion (as set forth on the Accelerated Payment Allocation Schedule) in cash, of **[**]** of any MG Phase II Third Party Partner Consideration actually received from the Third Party Partner within 10 Business Days after such MG Phase II Third Party Partner Consideration has been actually received by the Buyer or its Affiliates;

3.4.4 if the Buyer is paid milestone or license payments by the Third Party Partner under the Proposed Partnership Agreement that are not in the form of cash, save in the case of Non-MG Sub-license Fees (which are governed by Section 2.1(g) of the SPA), the parties hereto will negotiate in good faith to agree terms as to how to value such payments under this Agreement.

3.5 Subject to the provisions of Sections 3.5.1 to 3.5.5, if the Buyer has not executed the Proposed Partnership Agreement on the date which is 21 months following the date hereof (the “**21 Month Trigger Date**”), within 30 days of the such date (the “**Ultimate Transfer Date**”), the Seller’s Representative may, but is not bound to, request in writing that, in accordance with the termination agreement described in Sections 3.5.1 and 3.5.2, the Buyer shall transfer to the Sellers’ Representative (or such persons as directed by the Sellers’ Representative) all of its right, title and interest in the entire issued share capital of the Company:

3.5.1 prior to any transfer of the share capital of the Company by the Buyer to the Sellers’ Representative (or such persons as directed by the Sellers’ Representative), the parties hereto shall enter into a termination agreement (the “**Termination Agreement**”) , whereby the shares will be transferred by the Buyer to the Sellers’ Representative (or such persons as directed by the Sellers’ Representative), without consideration, subject to the representations and warranties of the Buyer set forth in Section 3.5.2 and otherwise on an “as is” basis; the SPA will be terminated in full and the parties hereto will agree mutual, full and perpetual waivers and releases under the SPA (pursuant to provisions in identical form to the waivers and releases set forth in Section 4); and, subject to Section 3.5.2, the Sellers’ Representative and each Seller

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will fully indemnify the Buyer in relation to any claims taken by any third party against the Buyer at any time following the Ultimate Transfer Date relating to any activities of the Company, past, present or future;

3.5.2 in addition, the Buyer shall confirm to the Sellers' Representative and the Sellers in the Termination Agreement (and provide any documentation reasonably required by the Sellers' Representative to support such confirmations) that as of the Ultimate Transfer Date, (a) the shares of the Company being transferred to the Sellers' Representative or to another person on its behalf are free and clear of any Encumbrances; (b) the Company owns the patents listed in Exhibit 3.5.2 and has no other assets; (c) such patents are owned free and clear of any Encumbrances and (d) the Company owes no monies to any third party; and the Buyer shall also confirm to the Sellers' Representative whether any claims or proceedings are pending or threatened against the Company on the Ultimate Transfer Date or whether the Buyer has any other liability to any third party of which the Buyer is actually aware;

3.5.3 notwithstanding the aforesaid, prior to the 21 Month Trigger Date, the Buyer shall be entitled to notify the Sellers' Representative (such written notice to be accompanied by supporting evidence), of its desire to extend the 21 Month Trigger Date to the date which is 6 months thereafter (the "**27 Month Trigger Date**") which extension shall be approved by the Sellers' Representative (such approval not to be unreasonably withheld or delayed) in circumstances where the Buyer can demonstrate to the Sellers' Representative's satisfaction that it has made substantial progress towards the execution of the Proposed Partnership Agreement and that execution of such Proposed Partnership Agreement is reasonably likely within such 6-month period; if such extension is approved, the Ultimate Transfer Date shall be similarly extended;

3.5.4 notwithstanding the aforesaid, prior to the 27 Month Trigger Date, the Buyer shall be entitled, to notify the Sellers' Representative in writing (such written notice to be accompanied by supporting evidence) of its desire to extend the 27 Month Trigger Date to the date which is 3 months thereafter (the "**30 Month Trigger Date**"), which extension shall be approved by the Sellers' Representative (such approval not to be unreasonably withheld or delayed) in circumstances where the Buyer can demonstrate to the Sellers' Representative's satisfaction, that the execution of the Proposed Partnership Agreement is reasonably likely within such 3-month period; if such extension is approved, the Ultimate Transfer Date shall be similarly extended;

3.5.5 if prior to the 27 Month Trigger Date the Buyer notifies the Seller in writing that it has determined that it will re-commence development activities on Monarsen in MG, then, subject to the Sellers' Representative consenting in writing to the Buyer re-commencing development activities on Monarsen in MG (such consent not to be unreasonably withheld or delayed), such development activities will re-commence and all of the provisions of this Clause 3.5, save this Section 3.5.5, and the SPA Future Waiver shall forthwith terminate, no transfer of the share capital as described above will occur thereafter, and with effect from the date of the afore-mentioned consent of the Sellers' Representative, the Buyer shall be fully bound by, and liable for any breach of, the provisions of Sections 2.1(h), Section 2.1(e) and Section 2.1(f) of the SPA, without any change. For the avoidance of doubt, the re-commencement of development activities by the Buyer under this Section 3.5.5 shall not in itself trigger any payment by the Buyer to the Sellers.

3.6 From the date hereof until the earlier of (i) the execution of the Proposed Partnership Agreement, or (ii) the execution of the Termination Agreement, or (iii) the notice of Buyer to the Sellers' Representative as set forth in Section 3.5.5, the Buyer shall report in writing to the Sellers' Representative, on a six monthly basis, providing an update of the progress of its activities in that period in relation to the negotiation and execution of a Proposed Partnership Agreement. Such reports shall be provided to the Sellers' Representative not later than the 15th day following June 30, 2009 and the end of each six month period thereafter. Further, a full and complete copy of any Proposed Partnership Agreement, if executed, shall be delivered to the Sellers' Representative, together with a summary of the financial terms of any agreement entered into by the Buyer and the Third Party Partner contemporaneously with, or within 3 months prior to or following the date of the Proposed Partnership Agreement.

4 **WAIVER OF ACCRUED RIGHTS / MUTUAL RELEASES UNDER SPA**

4.1 With effect from the Effective Date, each party to the SPA and each of its Affiliates (each a “**Releasor**”) hereby:

4.1.1 waives any accrued rights that Releasor may have accrued against the other parties to the SPA and each of its Affiliates, officers, directors, representative, agents and employees and the assigns and successors in interest of any of the foregoing entities (“**Releasees**”), whether known or unknown, foreseen or unforeseen, fixed or contingent, of any nature whatsoever from the beginning of time to the Effective Date under the SPA or otherwise; and

4.1.2 fully and finally releases and discharges the Releasees from any and all manner of actions, claims, promises, debts, sums of money, demands, obligations, in law or in equity, directly or indirectly, whether known or unknown, foreseen or unforeseen, fixed or contingent, of any nature whatsoever that Releasor may have by reason of any act, omission, matter, provision, cause or thing whatsoever from the beginning of time to the Effective Date under the SPA or otherwise.

5 **MISCELLANEOUS**

The parties hereto agree that the following provisions of the SPA (Sections 9.3, 9.7, 14.3, 14.4, 14.5, 14.6, 14.7, 14.8, 14.9, 14.10, 14.1, 14.12, 14.13, 14.14) shall apply to this Agreement in the same manner as they apply in the SPA.

All costs, expenses and Taxes incurred in connection with this Agreement, the Proposed Partnership Agreement and any related agreement or otherwise in connection herewith or therewith shall be paid by the party incurring such cost, expense or Tax.

For the avoidance of doubt, all shares, monies and other consideration due to the Sellers hereunder shall be issued or paid by the Buyer, when due, to the Tax Trustee in accordance with Section 13(h) of the SPA.

6 **NO OTHER AMENDMENTS**

Save as amended by Amendment No. 1 and this Agreement, the SPA shall remain in full force and effect without any change.

IN WITNESS WHEREOF the parties hereto have executed this Agreement.

SIGNED

By: /s/ Thomas Lynch
for and on behalf of
AMARIN CORPORATION, PLC

SIGNED

By: /s/ Alan Cooke
for and on behalf of
ESTER NEUROSCIENCES LTD.

SIGNED

By: /s/ Ehud Geller
for and on behalf of
MEDICA II MANAGEMENT L.P
(AS THE SELLERS' REPRESENTATIVE)

Exhibit 2.2

Final Instruction to Escrow Agent

Amarin Corporation plc

Medica II Management L.P., as Sellers' Representative

Date: June 6, 2009

Brightman Almagor Freidman Trustees
1 Azrieli Center, Tel Aviv 67021
Israel

Dear Sirs:

Reference is hereby made to that certain Escrow Agreement made as of December 18, 2007, by and among yourselves (the "Escrow Agent"), Amarin Corporation plc (the "Buyer"), and Medica II Management L.P. (the "Sellers' Representative") (the "Escrow Agreement"; all capitalized terms used herein and not otherwise defined herein shall have the meanings ascribed to them in the Escrow Agreement).

This is to advise you that on the date hereof, the "Escrow Period" has been effectively terminated at the time this letter of instruction is issued to you, without any Indemnity Claims of Buyer or Buyer Indemnified Parties and, consequently, no Indemnity Claim Notice that has ever been given.

Accordingly, pursuant to Section 6.6 of the Escrow Agreement, the Buyer and the Sellers' Representative hereby irrevocably instruct you to pay to the Sellers all of the Remaining Escrow Fund in accordance with the Allocation Schedule that was provided to you by the Sellers' Representative prior to the date hereof, and hereby notify you of the termination of the Escrow Agreement and your release, after you properly affect the above payment to the Sellers, of any further duty, obligation or liability to the parties hereto.

The Sellers agree that pursuant to Section 7 of the Escrow Agreement, the Sellers shall pay all of the Escrow Agency's fees and reasonable costs and expenses from the Remaining Escrow Fund and that the Buyer shall leave no liability whatsoever to you to pay any such fees and expenses.

We thank you for your service.

SIGNED

By:
for and on behalf of
AMARIN CORPORATION, PLC

SIGNED

By:
for and on behalf of
MEDICA II MANAGEMENT L.P
(AS THE SELLERS' REPRESENTATIVE)

Exhibit 3.5.2

List of patents

Family: 1961

Title: Genetically Engineered Human Cholinesterases

Inventors

Inventor ID	Inventor Name	Main
1390	Zakut Haim	
1118	Soreq Hermona	v

Patent ID	Continuity	Status	Country	Application		Publication		Patent		Co-Applicant	
				Date	Number	Date	Number	Date	Number	Name	%
1961-00	Priority	Abandoned	Israel	21/03/1989	89703	31/10/2001	Aug-01	02/03/2002	89703		
1961-00	Priority	Abandoned	Israel	21/03/1989	89703	31/10/2001	Aug-01	02/03/2002	89703		
1961-01		Abandoned	Canada	21/03/1990	2,012,720-1			20/09/1990			
1961-02		Abandoned	US	20/03/1990	07/496,554						
1961-03		Abandoned	Europe	20/03/1990	90105274			14/06/1995	388906		
1961-04		Abandoned	France	20/03/1990	90105274			14/06/1995	388906		
1961-05		Abandoned	Switzerland	20/03/1990	90105274			14/06/1995	388906		
1961-06		Abandoned	Great Britain	20/03/1990	90105274.6			14/06/1995	388906		
1961-07		Abandoned	Germany	20/03/1990	90105274.6			14/06/1995	69020019		
1961-08	CIP	Granted	US	08/02/1993	08/111,314			21/01/1997	5,595,903		

Family: 2042

Title: Synthetic Antisense Deoxyoligonucleotide and Pharmaceutical Compositions Containing the Same

Inventors

Inventor ID	Inventor Name	Main
1513	Eckstein Fritz	
1118	Soreq Hermona	v

Patent ID	Continuity	Status	Country	Application		Publication		Patent		Co-Applicant	
				Date	Number	Date	Number	Date	Number	Name	%
2042-00	Priority	Granted	Israel	15/04/1992	101600	29/02/2000	11/99	30/05/2000	101600		
							JOURNAL				
2042-01	PCT	Exhausted	PCT	15/04/1993	PCT/EP93/00911	28/10/1993	93/21202				
2042-02	NP	Abandoned	Japan	15/04/1993	517984/93						
2042-03	NP	Granted	Europe	15/04/1993	93911467.4			05/04/1997	EP 0636137	B1	
2042-04	NP	Abandoned	Australia	15/04/1993	40399/93			14/12/1995	665087		
2042-05	NP	Abandoned	US	12/01/1994	08/318,826			04/06/1999	5,891,725		
2042-06	NP	Granted	Canada	15/04/1993	2,118,235			15/7/2008	2118235		
2042-07	CIP	Granted	US	05/02/1998	08/850,347			29/08/2000	6,110,742		
2042-08	NP	Granted	France	15/04/1993				03/12/1997	636137		
2042-09	NP	Granted	Great Britain	15/04/1993	93911467.4	02/01/1995		03/12/1997	636137		
2042-10	NP	Granted	Germany	15/10/1994	93 911467.4	02/01/1995		03/12/1997	693 08 833.8-08		

Family: 2098 **Title:** Transgenic Animal Assay System for Anticholinesterases Substances

Inventors

Inventor ID	Inventor Name	Main
1777	Shani Moshe	
1390	Zakut Haim	
1118	Soreq Hermona	v

Patent ID	Continuity	Status	Country	Application		Publication		Patent		Co-Applicant	
				Date	Number	Date	Number	Date	Number	Name	%
2098-00	Priority	Abandoned	US	28/02/1994	08/202,755						
2098-01	CIP	Abandoned	US	09/01/1995	08/370,156			03/08/1999	5,932,780		
2098-02	PCT	Exhausted	PCT	28/02/1995	PCT/US95/02806	31/08/1995	95/23158				
2098-03	NP	Abandoned	Europe	28/02/1995	95913580.7						
2098-04	CIP	Granted	US	06/03/1997	08/814,095			15/02/2000	6,025,183		

Family: 2151 **Title:** A Method and Composition for Enabling Passage Through BBB

Inventors

Inventor ID	Inventor Name	Main
1882	Friedman Alon	
1881	Kaufer Daniela	
1118	Soreq Hermona	v

Patent ID	Continuity	Status	Country	Application		Publication		Patent		Co-Applicant	
				Date	Number	Date	Number	Date	Number	Name	%
2151-00	Priority	Expired	US	20/11/1996	60/031,194						
2151-01	Priority2	Expired	US	12/12/1996	60/035,266						
2151-02	PCT	Exhausted	PCT	20/11/1997	PCT/US97/21696	28/05/1998	98/22132				
2151-03	From Priority	Granted	US	20/11/1997	08/975,084			07/10/2001	6,258,780		
2151-04	NP	Granted	Israel	20/11/1997	129990	24/01/2005	11/2004	25/04/2005	129990		
2151-05	NP	Abandoned	Australia	20/11/1997	53642/98	06/10/1998		04/12/2001	732043		
2151-06	NP	Abandoned	Canada	20/11/1997	2,272,280						
2151-07	NP	Abandoned	Europe	20/11/1997	97950711.8						
2151-08	NP	Filed	Japan	20/11/1997	10-523989						

Family: 2325 Title: Antisense and Non-Catalytic Properties

Inventors

Inventor ID	Inventor Name	Main
1118	Soreq Hermona	v

Licensee

Patent ID	Continuity	Status	Country	Application		Publication		Patent		Co-Applicant	
				Date	Number	Date	Number	Date	Number	Name	%
2325-00	Priority	Expired	US	03/06/1997	60/040,203						
							WO				
2325-01	PCT	Exhausted	PCT	03/06/1998	PCT/US98/04503	09/11/1998	98/39486				
2325-02	NP	Abandoned	Australia	03/06/1998	64521/98					AB	
2325-03	NP	Abandoned	Canada	03/06/1998	2,283,068						
2325-04	NP	Granted	US	03/06/1998	09/380,532			11/05/2002	6,475,998		
2325-05	NP	Abandoned	Europe		98910229.8					Abandoned	

Family: 2356 Title: Use of A Specific AChE Peptide (I4) As A Growth Factor

Inventors

Inventor ID	Inventor Name	Main
1969	Deutch Varda	
1382	Eldor Amiram	
1970	Grisaru Dan	
1118	Soreq Hermona	v

Patent ID	Continuity	Status	Country	Application		Publication		Patent		Co-Applicant	
				Date	Number	Date	Number	Date	Number	Name	%
2356-00	Priority	Granted	Israel	31/05/1999	130224	19/02/2004	Pat Journal 12/2003	20/05/2004	130224		
2356-01	From Priority	Abandoned	Israel	09/02/1999	131707						
							WO				
2356-02	PCT	Exhausted	PCT	31/05/2000	PCT/IL00/00311	12/07/2000	00/73427				
							US-2003-				
2356-03	CIP	Granted	US	30/11/2001	09/998,042	20/02/2003	0036632-A1	27/06/2006	7,067,486		
							US-2007-				
2356-04	CIP of CIP	Published	US	04/11/2006	11/401,670	22/03/2007	0065882-A1				

Family: 2463 **Title:** Novel Uses of Antibodies Against Ache and Peptides thereof

Inventors

Inventor ID	Inventor Name	Main
1882	Friedman Alon	
1881	Kaufer Daniela	
1118	Soreq Hermona	v

Application					Publication		Patent		Co-Applicant		
Patent ID	Continuity	Status	Country	Date	Number	Date	Number	Date	Number	Name	%
2463-00	Priority	Abandoned	Israel	31/05/1999	130225						
							WO				
2463-01	PCT	Exhausted	PCT	31/05/2000	PCT/IL00/00312	12/02/2000	00/73343				
2463-02	NP	Granted	US	31/05/2000	09/980,263			20/06/2006	7,063,948		
2463-03	NP	Granted	Europe	31/05/2000	931517.7	20/03/2002	1187853	23/02/2005	1187853		
2463-04	NP	Filed	Canada	31/05/2000	2,371,675						
2463-05	NP	Allowed	Israel	31/05/2000	146850						
2463-06	DIV	Published	US	02/10/2006	11/352,073	06/08/2006	0121536-A1				

Family: 2584

Title: Antisense Oligonucleotide Against Human Ache and Uses thereof AS3 (EN101)

Inventors

Inventor ID	Inventor Name	Main
1118	Soreq Hermona	v

Patent ID	Continuity	Status	Country	Date	Application	Publication		Patent		Co-Applicant
					Number	Date	Number	Date	Number	Name %
2584-00	Priority	Filed	Israel	24/05/2001	143379					
2584-01	PCT	Exhausted	PCT	24/05/2002	PCT/IL02/00411	01/09/2003	03002739			
2584-02	CIP of NP	Granted	US	27/03/2003	10/402,016	20/11/2003	0216344-A1	07/11/2006	7,074,915	
2584-03	NP	Examination	Europe	24/05/2002	2726406.8	25/02/2004	1390493			
2584-04	NP	Filed	Canada	24/05/2002	2,458,806					
2584-05	NP	Allowed	Australia	24/05/2002	20002256873			18/10/2007	20002256873	
2584-06	NP	Filed	Japan	24/05/2002	2003-509100					
2584-07	NP	Examination	India	24/05/2002	01497/KOLNP/2003					
2584-08	NP	Examination	New Zealand	24/05/2002	529549					
2584-09	DIV of CIP	Published	US	02/01/2006	11/346,145	08/10/2006	0178333-A1			

Family: 2806 **Title:** Ache Antisense Deoxyoligonucleotide As Anti-Inflammatory Agent

Inventors

Inventor ID	Inventor Name	Main
3170	Yirmiya Raz	
1118	Soreq Hermona	v

Patent ID	Continuity	Status	Country	Date	Application	Publication		Patent		Co-Applicant	%
					Number	Date	Number	Date	Number	Name	
2806-00	Priority	Filed	Israel	26/10/2003	158600						
2806-01	PCT	Exhausted	PCT	26/10/2004	PCT/IL2004/000978						
2806-02	CIP	Abandoned	US	26/10/2004	11/187,719						
	CON	Filed	US	18/4/2007	11/788,321						
2806-03	NP	Published	Europe	23/10/2004	4791840.4	26/07/2006	1682072				
2806-04	NP	Examination	Canada	26/10/2004	2,543,305						
2806-05	NP	Filed	Japan	26/10/2004	2006-537550						

Family: 2816 **Title:** ARP As an Inducer of Granulocytopoiesis, Uses and Methods thereof (Hematopoietic Stem Cells)

Inventors

Inventor ID	Inventor Name	Main
1969	Deutch Varda	
1970	Grisaru Dan	
2637	Perry Chava	
2638	Pick Marjorie	
1118	Soreq Hermona	v

Patent ID	Continuity	Status	Country	Date	Application	Publication		Patent		Co-Applicant	%
					Number	Date	Number	Date	Number	Name	
2816-00	Priority	Filed	Israel	02/12/2004	160376					Tel-Aviv Sourasky Medical Center	50
2816-01	PCT	Exhausted	PCT	02/10/2005	PCT/IL2005/000185					Tel-Aviv Sourasky Medical Center	50
2816-02	NP	Filed	US	02/10/2005	10/589,116	27/9/2007	2007/0224181A1			Tel-Aviv Sourasky Medical Center	50

Family: **Title:** ANTISENSE OLIGONUCLEOTIDES AGAINST ACETYLCHOLINESTERASE FOR TREATING INFLAMMATORY DISEASES

Inventors

Inventor ID	Inventor Name	Main
	Eli Hazum	

Patent ID	Continuity	Status	Country	Date	Application	Publication	Patent	Co-Applicant
					Number	Date	Number	Date
	Priority	Filed	US	04/10/2006	60/790,546			
	PCT	Exhausted	PCT	29/3/2007	PCT/IL2007/000413	18/10/2007	WO2007/116395	
	NP	Filed	US	10/08/2008	12/296,455			
	NP	Filed	Australia	29/3/2007	2007237059			
	NP	Filed	New Zealand	29/3/2007	571861			
	NP	Filed	Europe	29/3/2007	PCT/IL2007/000413			
	NP	Filed	Canada	29/3/2007	PCT/IL2007/000413			
	NP	Filed	Israel	29/3/2007	194431			
	NP	Filed	Japan	29/3/2007	PCT/IL2007/000413			