



TAKING OF VOTES WITHOUT A MEETING

REQUEST TO CAST THE VOTE

relating to the

EUR 2,675,000 CONVERTIBLE BONDS

of Epigenomics AG, Berlin
due for redemption on December 31, 2015
ISIN: DE000A1YC2W2 / WKN: A1YC2W
(collectively the "**Epigenomics Bonds**")

*Please note that bondholders wishing to participate in the taking of votes without a meeting must cast their votes in the time period between Tuesday, December 15, 2015, at 0:00 hours (CET) and Thursday, December 17, 2015, at 24:00 hours (CET) ("**Voting Period**") in text form (Sec. 126b of the German Civil Code (Bürgerliches Gesetzbuch, "BGB") to the scrutineer. Votes that are not received by the scrutineer within the Voting Period, including, in particular, votes cast too early, are invalid and will not be taken into account.*

The form "Voting" which has already been published will be updated if necessary (e.g. in case of one or several counterproposals and/or demands for addition).

Epigenomics Bonds Form "Voting"

Bondholder

Name or business name of the bondholder

Address of the bondholder

By ticking one of the boxes under the resolution proposals set out below, I/we hereby vote on the resolution proposals of Epigenomics AG ("**Issuer**") in the request to cast the vote published in the German Federal Gazette on November 30, 2015 under clauses 2.1 and 2.2 as follows:

Clause 2.1: Amendment of the provision regarding the maturity date:

In consultation with the scrutineer, the resolution proposal of the Issuer reads as follows:

§ 4 (1) of the Terms and Conditions is amended to read as follows:

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| <p>(1) Endfälligkeit. Die Schuldverschreibungen werden am 31. Dezember 2016 (dem "Endfälligkeitstag") zu ihrem Nennbetrag zurückgezahlt, sofern sie nicht vorzeitig zurückgezahlt oder gewandelt oder zurückgekauft und entwertet worden sind oder die Anleihschuldnerin ihr Endfälligkeitswandlungsrecht nach § 10(1) ausübt und die Anleihegläubiger zur Endfälligkeitswandlung nach § 10(3) verpflichtet.</p> | <p>(1) Final Maturity. The Bonds shall be redeemed at their Principal Amount on December 31, 2016 (the "Maturity Date"), unless they have previously been redeemed or converted or repurchased and cancelled or unless the Issuer exercises its Maturity Date Conversion Right pursuant to § 10(1) and commits the Bondholders to Maturity Date Conversion pursuant to § 10(3).</p> |
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(Please tick as appropriate)

Yes	No	ABSTAIN
<i>(I/we consent to the aforesaid resolution proposal)</i>	<i>(I/we reject the aforesaid resolution proposal)</i>	<i>(I/we abstain from voting on the aforesaid resolution proposal)</i>
<input type="radio"/>	<input type="radio"/>	<input type="radio"/>

Clause 2.2: Amendment of the Dilution Adjustments

In consultation with the scrutineer, the resolution proposal of the Issuer reads as follows:

§ 13 (2) (a) of the Terms and Conditions will be supplemented by sentences 2 and 3 and read as follows:

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| <p>(a) Ausgabe von Aktien. In den Fällen, in denen die Anleihschuldnerin vor dem letzten Tag des Ausübungszeitraums oder einem früheren Rückzahlungstag Aktien zu einem tatsächlichen Gegenwert (der "Neuausgabepreis") ausgibt oder verkauft (einschließlich der Ausgabe oder des Verkaufs von Aktien, die im Namen der Anleihschuldnerin als Eigentum oder in Besitz gehalten werden), der unter dem Wandlungspreis liegt, der unmittelbar vor einer solchen Ausgabe oder eines solchen Verkauf gilt (der jeweilige Wandlungspreis wird als "Maßgeblicher Preis" bezeichnet, das vorstehende als "Verwässernde Ausgabe"), wird unverzüglich nach einer solchen verwässernden Ausgabe der jeweilige Wandlungspreis auf den Neuausgabepreis reduziert. Soweit eine Reduzierung des Maßgeblichen Preises nach dem vorstehenden Satz dazu führt, dass die nach § 11(1) im Falle der Wandlung sämtlicher zum Zeitpunkt der Verwässer-</p> | <p>(a) Issuance of Shares. If the Issuer prior to the last day of the Conversion Period or an earlier date of redemption issues or sells any Shares (including the issuance or sale of Shares owned or held by or for the account of the Issuer) for an effective consideration per share (the "New Issuance Price") less than a price equal to the Conversion Price in effect immediately prior to such issue or sale (such Conversion Price then in effect is referred to as the "Applicable Price") (the foregoing a "Dilutive Issuance"), then immediately after such Dilutive Issuance, the Conversion Price then in effect shall be reduced to the New Issuance Price. Provided that a reduction of the Applicable Price pursuant to the proceeding sentence will result in the maximum number of Shares to be delivered in accordance</p> |
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den Ausgabe ausstehenden Schuldverschreibungen maximal zu liefernde Anzahl an Aktien (auch unter Berücksichtigung etwaig erfolgender Wandlungszuzahlungen der Anleihegläubiger) die Anzahl der Aktien überschreitet, die unter dem gemäß Beschluss der Hauptversammlung der Anleiheschuldnerin vom 6. Mai 2013 geschaffenen und im Zeitpunkt der Verwässernden Ausgabe noch verfügbaren bedingten Kapital ausgegeben werden können, (die "**Jeweilige Aktienhöchstgrenze**") wird der Maßgebliche Preis nur soweit reduziert, dass die nach § 11(1) im Falle der Wandlung sämtlicher zum Zeitpunkt der Verwässernden Ausgabe ausstehenden Schuldverschreibungen maximal zu liefernde Anzahl an Aktien (auch unter Berücksichtigung etwaig erfolgender Wandlungszuzahlungen der Anleihegläubiger) der Jeweiligen Aktienhöchstgrenze entspricht; der sich hieraus ergebende Wandlungspreis wird stets auf volle Cent aufgerundet. Insoweit gilt für den nach Satz 1 angepassten Wandlungspreis:

$$E' \geq \frac{(F+Cp) \times Bn}{Sc}$$

wobei gilt:

- E' = der nach der Verwässernden Ausgabe angepasste Wandlungspreis,
 F = der Nennbetrag,
 Cp = die Wandlungszuzahlung,
 Bn = die Anzahl an ausstehenden Schuldverschreibungen zum Zeitpunkt der Verwässernden Ausgabe, und
 Sc = die Jeweilige Aktienhöchstgrenze.

with § 11(1) in the case of a conversion of all Bonds outstanding at the time of the Dilutive Issuance (also taking into account respective Conversion Payments by Bondholders) to exceed such number of Shares which may legally be issued pursuant to the Issuer's conditional capital as created by resolution of its shareholders' meeting on May 6, 2013 and as available at the time of the Dilutive Issuance (the "**Respective Share Threshold**"), the Applicable Price will be reduced only to the extent that the maximum number of Shares to be delivered in accordance with § 11(1) in the case of a conversion of all Bonds outstanding at the time of the Dilutive Issuance (also taking into account respective Conversion Payments by Bondholders) equals the Respective Share Threshold; the resulting Conversion Price will be rounded upwards to the nearest full Cent. Insofar the following applies to a reduction of the Conversion Price pursuant to sentence 1:

$$E' \geq \frac{(F+Cp) \times Bn}{Sc}$$

where:

- E' = the amended Conversion Price following the Dilutive Issuance,
 F = the Nominal Value,
 Cp = the Conversion Payment,
 Bn = the number of Bonds outstanding at the time of the Dilutive Issuance, and
 Sc = the Relevant Share Threshold

(Please tick as appropriate)

Yes
 (I/we consent to the aforesaid resolution proposal)



No
 (I/we reject the aforesaid resolution proposal)



ABSTAIN
 (I/we abstain from voting on the aforesaid resolution proposal)



Place, Date

Signature

Name or business name of the bondholder

The form of voting must be sent to the notary Mr Hans-Hermann Rösch as scrutineer of the taking of votes without a meeting of the bondholders of the EUR 2,675,000 Convertible Bonds of Epigenomics AG within the Voting Period, i.e. within the period from Tuesday, December 15, 2015, 0:00 (CET) until Thursday, December 17, 2015, 24:00 (CET) (date of receipt) in text form (Sec. 126b BGB) either (i) by mail to: Notary Hans-Hermann Rösch - Scrutineer- "Epigenomics AG 2013 Convertible Bonds – Taking of Votes Without a Meeting", c/o Gleiss Lutz Hootz Hirsch PartmbB Rechtsanwälte, Steuerberater Friedrichstraße 71, 10117 Berlin, Germany, (ii) by telefax to: +49 30 800 979 979 or (iii) by email to: hans-hermann.roesch@gleisslutz.com.

The following documents must be attached to the document containing the vote:

- Proof of participation rights; and
- power of attorney, provided that the bondholder is represented by a third party in the taking of votes without a meeting.

It is requested that bondholders that are legal entities or partnerships under German law or under foreign law provide proof of power of representation by submitting a current excerpt from the applicable register or an equivalent confirmation pursuant to clause 6.4 of the request to cast the vote published in the German Federal Gazette on November 30, 2015.

Moreover, it is requested that legal representatives (e.g. parents for their child, a guardian for a ward) or an official administrator (e.g. an insolvency administrator) provide proof of their statutory power of representation in accordance with clause 6.5 of the request to cast the vote published in the Federal Gazette on November 30, 2015.

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