

## Dealdoc

First amendment to development and licensing agreement for oral parathyroid hormone

SmithKline Beecham Unigene Laboratories

Jan 16 2003

## First amendment to development and licensing agreement for oral parathyroid hormone

Companies:	SmithKline Beecham
Announcement date:	<u>Unigene Laboratories</u> Jan 16 2003
Announcement date.	Development and licensing agreement for oral parathyroid hormone
	Second amendment to development and licensing agreement for oral
	parathyroid hormone
	Third amendment to development and licensing agreement for oral
	parathyroid hormone
	Fourth amendment to development and licensing agreement for oral
Related contracts:	parathyroid hormone
Related Contracts.	Fifth amendment to development and licensing agreement for oral
	parathyroid hormone
	Sixth amendment to development and licensing agreement for oral
	parathyroid hormone
	Amended and restated development and licensing agreement for oral
	parathyroid hormone
• <u>Details</u>	
- Financials	
• Financials	
• Termsheet	
Press Release	
Filing Data	
• Contract	
Details	
Announcement date:	Jan 16 2003
Start date:	Jan 16 2003
Industry sectors:	Bigpharma
mustry scotors.	Pharmaceutical
Therapy areas:	Hematology
merapy areas.	Musculoskeletal » Osteoporosis
	Biological compounds
Technology types:	Drug delivery
	Peptides
Deel components:	Development
Deal components:	Licensing
Stages of development:	Phase II
Geographic focus:	Worldwide
Financials	
Termsheet	
Not available.	
Press Release	
1 1633 1/616036	
Netoveileble	
Not available.	
<b>-</b>	
Filing Data	

Not available.
Contract
AMENDMENT NO. 1 TO
LICENSE AGREEMENT
DATED AS OF APRIL 13, 2002
BY AND BETWEEN
UNIGENE LABORATORIES, INC.
AND
SMITHKLINE BEECHAM CORPORATION
This Amendment No. 1 ("Amendment") dated as of January 16, 2003 ("Amendment Date"), to the License Agreement (referred to hereinafter as the "Agreement") entered into as of the 13th of April, 2002, by and between Unigene Laboratories, Inc. ("Unigene"), a Delaware corporation, and SmithKline Beecham Corporation, a GlaxoSmithKline company ("GSK"), a Pennsylvania corporation.
RECITALS:
WHEREAS, GSK and Unigene entered into the Agreement to provide for the license grant by Unigene to GSK of certain Licensed Products (as defined in the Agreement) to discover, develop, make, have made, market, sell and import certain Licensed Products (as defined in the Agreement) throughout the world under the Unigene Patent Rights (as defined in the Agreement) and Unigene Know-How (as defined in the Agreement); and
WHEREAS, pursuant to Section 11.10 of the Agreement, the parties to the Agreement may, by written instruments specifically referring to and executed in the same manner as the Agreement, amend the Agreement; and
WHEREAS, the parties hereto desire to amend the Agreement as provided herein.
NOW THEREFORE, for and in consideration of the premises and the mutual promises and benefits contained herein, GSK and Unigene hereby agree as follows:
1. Section 3.2(a) of the Agreement is hereby amended by replacing the current language and amounts contained in Milestones 3, 4 and 5 with the following language in lieu thereof:
"3.
Confirmation of pharmocokinetics (PK)
in dog with optimized immunoassay
U.S.\$ 1,000,000
4.
Upon enrollment of the first patient by or
on behalf of GSK in the first study to
confirm PK in healthy male volunteers

U.S. \$4,000,000

- 2. The proviso "(3)" contained in Section 3.2(a) immediately following the Milestones is hereby amended by adding the words "(excluding  $\label{eq:milestone 1} \mbox{Milestone 1)" immediately after the words "... \mbox{Milestones 5-7, all prior Milestones"} and immediately before "... \mbox{are deemed achieved ..."}$
- 3. The proviso "(5)" contained in Section 3.2(a) immediately following the Milestones is hereby amended by deletion of the words "... should the JDC decide to progress toward Commencement of Phase I Clinical Studies (Milestone 5) . . ." with " . . . upon achievement of Milestone 5 . . ."

- 4. GSK hereby acknowledges that Milestone 3, as amended above, has been achieved, and that within ten (10) days of receipt of Unigene's invoice for such Milestone, GSK shall remit payment pursuant to Section 3.2 of the Agreement.
- 5. This Amendment may be executed in counterparts, each of which shall for all purposes be deemed an original and all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the Parties hereto have caused this Amendment to be duly executed by their authorized representatives as of the Amendment Date.

UNIGENE LABORATORIES, INC. SMITHKLINE BEECHAM CORPORATION,

a GlaxoSmithKline Company

By: /s/ Ronald S. Levy

By: /s/ Donald F. Parman

Name: Ronald S. Levy Name: Donald F. Parman

Title: Executive Vice President Title: Vice President & Secretary

- 2 -