



Current Agreements

Dealdoc

Fourth amendment to manufacturing agreement for SGN-30 monoclonal antibody

Abbott Laboratories
Seattle Genetics

Apr 18 2010

Fourth amendment to manufacturing agreement for SGN-30 monoclonal antibody

Companies:	Abbott Laboratories Seattle Genetics
Announcement date:	Apr 18 2010
Deal value, US\$m:	n/d Manufacturing agreement for SGN-30 monoclonal antibody Second amendment to manufacturing agreement for SGN-30 monoclonal antibody Third amendment to manufacturing agreement for SGN-30 monoclonal antibody
Related contracts:	Fifth amendment to manufacturing agreement for SGN-30 monoclonal antibody Sixth amendment to manufacturing agreement for SGN-30 monoclonal antibody Seventh amendment to manufacturing agreement for SGN-30 monoclonal antibody

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Details

Announcement date:	Apr 18 2010
Start date:	Apr 18 2010
Industry sectors:	Bigpharma Bigbiotech Biotech Diagnostic
Brand name:	Adcetris
Compound name:	Brentuximab vedotin
Therapy areas:	Oncology » Lymphoma Oncology » Lymphoma » Hodgkin's lymphoma
Technology types:	Antibodies » Monoclonal antibodies Small molecules Development
Deal components:	Manufacturing Supply

Financials

Deal value, US\$m:	n/d
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Termsheet

Not available.

Press Release

Not available.

Filing Data

Not available.

Contract

FOURTH AMENDMENT

TO DEVELOPMENT AND SUPPLY AGREEMENT

Effective as of date of the last signature below, Abbott Laboratories, an Illinois corporation having a principal place of business at 100 Abbott Park Road, Abbott Park, Illinois 60064-3500 ("Abbott"), and Seattle Genetics, Inc., a Delaware corporation having a principal place of business at 21823 – 30th Drive Southeast in Bothell, Washington 98021 ("Seattle Genetics") (individually the "Party" or collectively the "Parties") agree to the following terms and conditions ("Fourth Amendment") as set forth below.

WHEREAS, the Parties entered into a Development and Supply Agreement with an Effective Date of February 23, 2004 for the manufacture of a chimeric anti-CD30 AC10 monoclonal antibody known as cAC10 Bulk Drug Substance (the "Original Agreement"), which also constitutes the antibody component of SGN-35 and the Parties subsequently entered into three amendments to the Original Agreement (the "First Amendment", "Second Amendment" and "Third Amendment", collectively with the Original Agreement, hereinafter referred to as the "Agreement"); and

WHEREAS, the Parties have agreed to conduct additional development and manufacturing work pursuant to the terms and conditions of the Agreement; and

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained here and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. Incorporation of the Agreement. All capitalized terms which are used but not otherwise defined herein shall have the same meanings as set forth in the Agreement, and the Agreement, to the extent not inconsistent with this Fourth Amendment, is incorporated herein by this reference as though the same was set forth in its entirety. To the extent any terms and provisions of the Agreement are inconsistent with the amendments set forth in Paragraphs 2 and 3 below, such terms and provisions shall be deemed superseded hereby. Except as specifically set forth herein, the Agreement shall remain in full force and effect and its provisions shall be binding on the parties.
2. Process Development Work. The Parties agree that Abbott shall perform the activities set forth in Stage 13 of Attachment 1 hereto pursuant to the terms and conditions of the Agreement.
3. Payment Schedule. As compensation for the activities to be performed by Abbott pursuant to Attachment 1 hereto, Seattle Genetics shall pay to Abbott the price established for each project stage on the dates set forth in Attachment 2. Billings associated with this Fourth Amendment may be combined on the same invoice with other, regular Payment Schedule charges.
4. Project References. All references to the Project set forth in the Agreement, with the exception of the Payment Schedule and Facility Reservation Fee for the Project shall also be deemed to apply to the activities performed by Abbott, pursuant to this Fourth Amendment.
5. Effectuation. The amendment to the Agreement contemplated by this Fourth Amendment shall be deemed effective as of the last date written below upon the full execution of this Fourth Amendment and without any further action required by the parties hereto. There are no conditions precedent or subsequent to the effectiveness of this Fourth Amendment. All terms and conditions set forth in Agreement that are not amended hereby shall remain in full force and effect. Any term of this Fourth Amendment may be amended with the written consent of both parties. From the date hereof, any reference to the Agreement shall be deemed to refer to the Agreement as amended by this Fourth Amendment.
6. Counterparts. This Fourth Amendment may be executed in two or more counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same instrument. One or more counterparts of this Fourth Amendment may be delivered by facsimile, with the intention that delivery by such means shall have the same effect as delivery of an original counterpart thereof.
7. Entire Agreement. This Fourth Amendment and exhibits hereto are the product of both of the parties hereto, and together with the Agreement and exhibits thereto constitute the entire agreement between such parties pertaining to the subject matter hereof, and merge all prior negotiations and drafts of the parties with regard to the transactions contemplated herein.

IN WITNESS WHEREOF, the parties have executed this Fourth Amendment as of the dates set forth below.

ABBOTT LABORATORIES SEATTLE GENETICS, INC.

By:

/s/ Steve Lichter

By:

/s/ Clay B. Siegall

Name:

Steve Lichter

Name:

Clay B. Siegall

Title:

Vice President, Pharmaceutical Manufacturing

Title:

President & CEO

Date:

4/18/2010

Date:

4/6/2010

11/3/2011 2 CONFIDENTIAL

ATTACHMENT 2

[***]

[***] Certain information on this page has been omitted and filed separately with the Securities and Exchange Commission. Confidential treatment has been requested with respect to the omitted portions.

Updated Payment Schedule

[***]