

Dealdoc

First amendment to development and supply agreement for BA058 microneedle patch

3M 3M Drug Delivery Systems Radius Health

Dec 31 2009

First amendment to development and supply agreement for BA058 microneedle patch

Companies:

Announcement date:

3M Drug Delivery Systems

Development agreement for transdermal delivery of BA058

Radius Health Dec 31 2009

	Second amendment to development and supply agreement for BA058
	microneedle patch
	Development and supply agreement for BA058 microneedle patch
Related contracts:	Evaluation agreement for BA058 microneedle patch
	Fifth amendment to development and supply agreement for BA058
	microneedle patch
	Fourth amendment to development and supply agreement for BA058
	microneedle patch
	militroricedio patori
 Details Financials Termsheet Press Release Filing Data 	
• Contract Details	
Announcement date:	Dec 31 2009
Start date:	Dec 31 2009
Industry sectors:	Pharmaceutical Drug delivery
Therapy areas:	Musculoskeletal » Osteoporosis Drug delivery » Transdermal
Technology types:	Small molecules
Deal components:	Development Supply
Stages of development:	Phase III Formulation
Financials	
Termsheet	
Not available.	
Press Release	
Not available.	
Filing Data	
Not available.	
Contract	

DEVELOPMENT AND CLINICAL SUPPLIES AGREEMENT AMENDMENT NO. 1*

Radius Health Inc. ("RADIUS") and 3M COMPANY ("3M") and 3M INNOVATIVE PROPERTIES COMPANY ("3M IPC") entered into the certain Development and Clinical Supplies Agreement (the "Agreement") as of June 19, 2009 ("Effective Date").

Pursuant to Paragraph 9.4 of the Agreement, the parties wish to enter into this Amendment No. 1 to the Agreement ("Amendment No. 1") effective as of December 31, 2009 ("Amendment Date"). Capitalized terms used in this Amendment No. 1 and not defined herein are used with the meanings ascribed to them in the Agreement.

NOW THEREFORE, in consideration of the mutual covenants and promises contained in this Amendment No. 1, the parties agree as follows:

- 1. Change in Work Plan; Change in Price Structure. The parties were required to undertake additional work not contemplated by the Work Plan concerning viscosity experiments with respect to the Product. This additional work increased the costs to perform Stage 3 of the Work Plan above the Program Cost Estimate set forth in the Agreement. The parties have conferred with respect to these incremental costs as well as the activities and pricing outlined in the Work Plan and have agreed that the costs for these viscosity experiments as well as all other activities outlined in the Work Plan, including but not limited to preclinical and clinical activities relating to the development and manufacturing of the [*] and [*] mcg doses, stability testing, information supporting manufacturing and regulatory filings, as well as on site training support for clinicians shall not exceed \$[*] in the aggregate.
- 2. Ratification. Except to the extent expressly amended by this Amendment No. 1, all of the terms, provisions and conditions of the Agreement are hereby ratified and confirmed and shall remain in full force and effect. The term "Agreement", as used in the Agreement, shall henceforth be deemed to be a reference to the Agreement as amended by this Amendment No. 1.
- 3. General. This Amendment No. 1 may be executed in counterparts, each of which will be deemed an original with all such counterparts together constituting one instrument.

[remainder of this page intentionally left blank]
* Confidential Treatment Requested by the Registrant. Redacted Portion Filed Separately with the Commission.
1
IN WITNESS WHEREOF, the parties hereto have caused this Amendment No. 1 to be executed and duly delivered by their respective duly authorized officers, intending it to take effect as of the Amendment Date.
3M COMPANY
Signed:
/s/ James A. Vaughan
Dated:
01/18/2010
Printed: James A. Vaughan
Title: 3M Drug Delivery System Division
Vice-President
3M INNOVATIVE PROPERTIES COMPANY
Signed:
/s/ Robert W. Sprague
Dated:
January 13, 2010
Printed: Robert W. Sprague

Title: Secretary

RADIUS HEALTH INC.

Signed:

/s/ B.N. Harvey

Dated:

2/24/10

Printed: B. Nicholas Harvey

Title: Chief Financial Officer

2