Current Agreements

Dealdoc

Co-development and licensing letter agreement for pramlintide/metreleptin and davalintide and obesity compounds (terminated)

Takeda Pharmaceutical
Amylin Pharmaceuticals

Oct 30 2009

Co-development and licensing letter agreement for pramlintide/metreleptin and davalintide and obesity compounds (terminated)

Companies:	Takeda Pharmaceutical Amylin Pharmaceuticals
Announcement date:	Oct 30 2009
Related contracts:	Co-development, licensing and option agreement for pramlintide/metreleptin and davalintide and obesity compounds (terminated)

Details

Announcement date:	Oct 30 2009
Start date:	Oct 30 2009
Industry sectors:	Bigpharma Bigbiotech Pharmaceutical Biotech
Therapy areas:	Metabolic » Diabetes Public Health » Obesity
Technology types:	Biological compounds Peptides
Deal components:	Co-development Co-promotion Collaborative R&D Licensing Option Termination
Stages of development:	Phase I Phase II
Geographic focus:	Worldwide

Financials

Termsheet

Takeda Pharmaceutical has mutually terminated its worldwide agreement with Amylin Pharmaceuticals originally signed in October 2009, to co-develop and commercialize compounds for obesity.

The companies announced in August 2011 their decision to discontinue the development of pramlintide/metreleptin, an investigational combination therapy for the treatment of obesity.

That joint decision was based on a commercial reassessment of the pramlintide/metreleptin program, which had been in Phase 2 development as a twice-a-day injection formulation.

The companies have since determined to formally terminate the partnership at this time.

Takeda's consolidated financial statement for the fiscal 2012 will not be impacted by the termination of this partnership.

Press Release

Takeda Announces Mutual Termination of Amylin / Takeda Worldwide Agreement to Co-Develop and Commercialize Compounds for Obesity

Osaka, Japan, December 25, 2012, and Deerfield, Ill., December 24, 2012 – Takeda Pharmaceutical Company Limited (TSE: 4502) today announced that it has mutually terminated its worldwide agreement with Amylin Pharmaceuticals, Inc., originally signed in October 2009, to co-develop and commercialize compounds for obesity.

The companies announced in August 2011 their decision to discontinue the development of pramlintide/metreleptin, an investigational combination therapy for the treatment of obesity. That joint decision was based on a commercial reassessment of the pramlintide/metreleptin program, which had been in Phase 2 development as a twice-a-day injection formulation. The companies have since determined to formally terminate the partnership at this time. Having greatly benefited from the Amylin team's collective experience and scientific expertise, Takeda will continue to enhance its R&D activities in the area of obesity as well as its other core therapeutic areas to meet the needs of patients.

Takeda's consolidated financial statement for the fiscal 2012 will not be impacted by the termination of this partnership.

About Takeda Pharmaceutical Company Limited

Located in Osaka, Japan, Takeda is a research-based global company with its main focus on pharmaceuticals. As the largest pharmaceutical company in Japan and one of the global leaders of the industry, Takeda is committed to strive towards better health for patients worldwide through leading innovation in medicine. Additional information about Takeda is available through its corporate website, www.takeda.com.

Filing Data

Not available.

Contract

October 30, 2009

Takeda Pharmaceutical Company Limited

1-1, Doshomachi 4-chome, Chuo-ku

Osaka 540-8645, Japan

Attention: Mr. Yasuchika Hasegawa, President & CEO

Re: License, Development and Commercialization Agreement dated as of October 30, 2009 (the “Agreement”) by and between Takeda Pharmaceutical Company Limited (“Takeda”) and Amylin Pharmaceuticals, Inc. (“Amylin”)

Ladies and Gentlemen:

This letter (the “Letter”) will confirm the understanding of Takeda and Amylin regarding certain matters relating to the Agreement. Capitalized terms used but not otherwise defined in this Letter shall have the meanings provided in the Agreement. Takeda and Amylin, intending to be legally bound, hereby agree as follows:

1. The Product which is a [***] is intended by the Parties to be a [***] under the [***], including, without limitation, for purposes of [***].

2. Amylin shall take all reasonable steps necessary to maintain at all times during the term of the Agreement the [***], including the [***] to Takeda, that are [***] to [***] the [***], and Amylin shall be responsible for making any and all [***] necessary to [***]; provided, however, except with respect to [***] to use “[***]” ([***]) with respect to “[***]” ([***]), Amylin shall have no obligations to Takeda pursuant to this Letter to the extent any [***] causes [***].

3. (A) Amylin agrees that the provisions of Paragraph 3(B) shall be applicable, if: (a)(i) [***] with respect to the [***] prior to [***] by Takeda under the Agreement; or (ii) there is a Partial Termination of the Agreement with respect to the [***] of the [***] by Takeda under the Agreement; (b) [***] that the [***] is not a “[***]” under the [***], and therefore the exception under [***] “[***]” does not apply to the [***]; and (c) [***] from Amylin to

*** Confidential Treatment Requested

***Text Omitted and Filed Separately with the Securities and Exchange

Commission. Confidential Treatment Requested Under

17 C.F.R. Sections 200.80(b)(4) and 240.24b-2

[***] the [***] pursuant to [***] and the [***] is [***] or its affiliates or sublicensees.

(B) If the conditions set forth in Paragraph 3(A) are met, then, with respect to only the [***] or its Affiliates or sublicensees (the "[***]"): (i) the [***] will be considered a [***] with respect to the [***]; (ii) the [***] for the [***] will be deemed to have [***]; (iii) the [***] on the [***] will be payable pursuant to [***] of the Agreement during the [***] for the [***]; and (iv) upon [***] of the [***], Takeda will no longer be obligated to make [***] on the [***] to Amylin.

4. In the event that Amylin obtains [***] that clarify, in Takeda's reasonable judgment, that Amylin has secured [***] (including by clarifying that the [***] is a "[***]"[***]), including the [***] to Takeda, that are necessary or useful to [***] the [***] at all times during the term of the Agreement, then Amylin shall provide written notice and a copy of such [***] (the "Clarification") to Takeda, and Takeda shall terminate this Letter by providing written notice to Amylin within thirty (30) days of receipt of the Clarification, after which this Letter shall be of no further force and effect. In the event that Takeda does not object to the Clarification by written notice to Amylin within thirty (30) days of receipt of the Clarification, the Clarification shall be deemed reasonable and this Letter shall be of no further force and effect.

5. The provisions of this Letter shall supersede any conflicting terms contained in the last sentence of [***] of the Agreement.

6. The Parties hereby agree that this Letter shall be subject to the terms and conditions of the Agreement, and all references to "Agreement" and words such as "herein", "hereof" and "hereunder" in the Agreement shall include the terms and conditions set forth in this Letter.

7. This Letter may be executed in two counterparts (including, without limitation, by facsimile signature), each of which shall be deemed an original, but both of which together shall constitute one and the same instrument.

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If the foregoing is acceptable, please countersign this Letter and return it to the undersigned.

Sincerely,

AMYLIN PHARMACEUTICALS, INC.

By:

/s/ Daniel M. Bradbury

Name:

Daniel M. Bradbury

Title:

President & CEO

Agreed to and accepted as of the Effective Date:

TAKEDA PHARMACEUTICAL COMPANY LIMITED

By:

/s/ Yasuchika Hasegawa

Name:

Yasuchika Hasegawa

Title:

President & CEO