



## Current Agreements

### 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

<b>Companies:</b>	<a href="#">SmithKline Beecham</a> <a href="#">Unigene Laboratories</a>
<b>Announcement date:</b>	Jan 16 2003 <a href="#">Development and licensing agreement for oral parathyroid hormone</a> <a href="#">Second amendment to development and licensing agreement for oral parathyroid hormone</a> <a href="#">Third amendment to development and licensing agreement for oral parathyroid hormone</a> <a href="#">Fourth amendment to development and licensing agreement for oral parathyroid hormone</a> <a href="#">Fifth amendment to development and licensing agreement for oral parathyroid hormone</a> <a href="#">Sixth amendment to development and licensing agreement for oral parathyroid hormone</a> <a href="#">Amended and restated development and licensing agreement for oral parathyroid hormone</a>
<b>Related contracts:</b>	

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- [Financials](#)
- [Termsheet](#)
- [Press Release](#)
- [Filing Data](#)
- [Contract](#)

## Details

<b>Announcement date:</b>	Jan 16 2003
<b>Start date:</b>	Jan 16 2003
<b>Industry sectors:</b>	Bigpharma Pharmaceutical
<b>Therapy areas:</b>	Hematology Musculoskeletal » Osteoporosis Biological compounds
<b>Technology types:</b>	Drug delivery Peptides
<b>Deal components:</b>	Development Licensing
<b>Stages of development:</b>	Phase II
<b>Geographic focus:</b>	Worldwide

## Financials

## Termsheet

*Not available.*

## Press Release

*Not available.*

## 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 pharmacokinetics (PK)

in dog with optimized immunoassay

U.S.\$ 1,000,000

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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

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2. The proviso "(3)" contained in Section 3.2(a) immediately following the Milestones is hereby amended by adding the words "(excluding Milestone 1)" immediately after the words "... Milestones 5 – 7, all prior Milestones" and immediately before "... 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

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