

**NOTE: CERTAIN CONFIDENTIAL INFORMATION HAS BEEN OMITTED FROM THIS DOCUMENT AND REPLACED BY “[\*]”. A COMPLETE COPY OF THIS DOCUMENT INCLUDING THE CONFIDENTIAL INFORMATION HAS BEEN FILED SEPARATELY WITH THE SECURITIES AND EXCHANGE COMMISSION.**

**AMENDMENT NUMBER ONE TO AMENDING AGREEMENT**

THIS AMENDMENT Number One (“Amendment”), effective as of the 22nd day of December, 2005, is entered into

B E T W E E N:

**NPS ALLELIX CORP.,**  
at 6850 Goreway Drive, Mississauga, Ontario L4V 1V7

(hereinafter referred to as “**NPS ALLELIX**”)

- and -

**BOEHRINGER INGELHEIM AUSTRIA GMBH**  
at Dr. Boehringer-Gasse 5 – 11, A-1121 Vienna, Austria

(hereinafter referred to as “**BI AUSTRIA**”)

**Background to this Addendum to the Amending Agreement**

**WHEREAS, BI AUSTRIA and NPS ALLELIX** (the Parties) entered into an Amending Agreement dated March 15, 2004 (hereinafter, the “Amending Agreement”); and.

**WHEREAS,** the Parties have entered into a COMMERCIAL MANUFACTURING AGREEMENT dated as of OCTOBER 18, 2002 (hereinafter, the “Agreement”) for the manufacture of **NPS ALLELIX** proprietary product ALX-11 (also known as PREOS®), for which the active ingredient is recombinant human parathyroid hormone eighty-four (84) amino acids (“rhPTH”); and

**WHEREAS,** as a result of discussions between the Parties, the Parties now set forth their intent to amend the Amending Agreement as follows:

1. **EXHIBIT M** to the Amending Agreement: Financial Obligations for the manufacture of ALX-0600, rhPTH (CONSIDERATIONS) is hereby deleted in its entirety and replaced by a new **EXHIBIT M** attached hereto.
2. A new section “6.4.1.3 Reserve Capacity for 2008-2009” is hereby added to the Amending Agreement and shall read as follows:

“6.4.1.3 Reserve Capacity for 2008-2009

For the years 2008 and 2009, the RESERVE CAPACITY for rhPTH and/or ALX-0600 which shall be available to **NPS ALLELIX** shall be no less than [\*] batches and no more than [\*] batches. The extent to which **NPS ALLELIX** is bound to order any batches for such years shall be determined by the rolling forecasts provided by **NPS ALLELIX** to **BI AUSTRIA** in accordance with Section 6.4.2.2 and Exhibit C of the COMMERCIAL MANUFACTURING AGREEMENT.”

All other terms and conditions of the Amending Agreement shall remain in full force and effect. In the event of any conflict and/or inconsistency between the terms and conditions of this Amendment and the terms and conditions of the Amending Agreement, this Amendment shall govern and take precedence.

**IN WITNESS WHEREOF**, the Parties hereto have caused this Amendment to be executed as of the date first written above.

**NPS ALLELIX CORP.**

**BOEHRINGER INGELHEIM AUSTRIA  
GMBH**

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**REVISED EXHIBIT M**

**To**

**AMENDMENT NUMBER ONE TO AMENDING AGREEMENT**

**CONSIDERATIONS**

[\*]