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UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
WASHINGTON, D.C. 20549

FORM 10-Q

☒ **QUARTERLY REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934**

For the quarterly period ended June 30, 2013

☐ **TRANSITION REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934**

For the transition period from _____ to _____

Commission File Number: 001-35006

SPECTRUM PHARMACEUTICALS, INC.
(Exact name of registrant as specified in its charter)

Delaware	**93-0979187**
(State or other jurisdiction of incorporation or organization)	**(I.R.S. Employer Identification No.)**
11500 South Eastern Avenue, Suite 240 Henderson, Nevada	**89052**
(Address of principal executive offices)	**(Zip Code)**

(702) 835-6300
(Registrant's telephone number, including area code)

Indicate by check mark whether the registrant (1) has filed all reports required to be filed by Section 13 or 15(d) of the Securities Exchange Act of 1934 during the preceding 12 months (or for such shorter period that the registrant was required to file such reports), and (2) has been subject to such filing requirements for the past 90 days. Yes ☒ No ☐

Indicate by check mark whether the registrant has submitted electronically and posted on its corporate Web site, if any, every Interactive Data File required to be submitted and posted pursuant to Rule 405 of Regulation S-T during the preceding 12 months (or for such shorter period that the Registrant was required to submit and post such files). Yes ☒ No ☐

Indicate by check mark whether the registrant is a large accelerated filer, an accelerated filer, a non-accelerated filer or a smaller reporting company. See the definitions of "large accelerated filer," "accelerated filer" and "smaller reporting company" in Rule 12b-2 of the Exchange Act. (Check one):

Large accelerated filer	☒	Accelerated filer	☐
Non-accelerated filer	☐ (Do not check if a smaller reporting company)	Smaller reporting company	☐

Indicate by check mark whether the registrant is a shell company (as defined in Rule 12b-2 of the Exchange Act). Yes ☐ No ☒

As of August 5, 2013, 63,307,719 shares of the registrant's common stock were outstanding.

SPECTRUM PHARMACEUTICALS, INC.
FORM 10-Q FOR THE QUARTER ENDED JUNE 30, 2013
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Item 2 through 5 of Part II have been omitted because they are not applicable with respect to the current reporting period.

PART I: FINANCIAL INFORMATION

ITEM 1. Financial Statements

SPECTRUM PHARMACEUTICALS, INC.
Condensed Consolidated Balance Sheets
(In thousands, except share data)
(Unaudited)

	June 30, 2013	December 31, 2012
ASSETS		
Current Assets:		
Cash and equivalents	$ 121,103	$ 139,698
Marketable securities	3,312	3,310
Accounts receivable, net of allowance for doubtful accounts of $239 and $228, respectively	52,379	92,169
Inventories, net	15,312	14,478
Prepaid expenses and other current assets	7,149	2,745
Tax asset	13,785	12,473
Total current assets	213,040	264,873
Property and equipment, net	2,004	2,548
Intangible assets, net	203,017	202,311
Goodwill	28,940	28,973
Other assets	13,568	7,569
TOTAL ASSETS	$ 460,569	$ 506,274
LIABILITIES AND STOCKHOLDERS' EQUITY		
Current Liabilities:		
Accounts payable and other accrued obligations	$ 85,249	$ 95,297
Accrued compensation and related expenses	4,363	4,835
Deferred revenue	2,000	12,300
Deferred development costs	3,251	856
Accrued drug development costs	12,896	15,109
Total current liabilities	107,759	128,397
Deferred revenue and other credits—less current portion	3,680	2,937
Deferred development costs, less current portion	15,400	11,377
Deferred payment contingency	—	2,287
Other long-term obligations	6,130	1,430
Revolving line of credit	50,000	75,000
Total liabilities	182,969	221,428
Commitments and contingencies		
Stockholders' Equity:		
Preferred stock, $0.001 par value; 5,000,000 shares authorized:		
Series B junior participating preferred stock, $0.001 par value; 1,500,000 shares authorized; no shares issued and outstanding	—	—
Series E convertible voting preferred stock, $0.001 par value and $10,000 stated value; 2,000 shares authorized; 20 shares issued and outstanding at June 30, 2013 and December 31, 2012, respectively (aggregate liquidation value of $240)	123	123
Common stock, $0.001 par value; 175,000,000 shares authorized; 60,284,571 and 60,026,675 shares issued and outstanding at June 30, 2013 and December 31, 2012, respectively	60	60
Additional paid-in capital	468,653	463,710
Accumulated other comprehensive gain	1,050	273
Accumulated deficit	(192,286)	(179,320)
Total stockholders' equity	277,600	284,846
TOTAL LIABILITIES AND STOCKHOLDERS' EQUITY	$ 460,569	$ 506,274

See accompanying notes to unaudited condensed consolidated financial statements.

SPECTRUM PHARMACEUTICALS, INC.
Condensed Consolidated Statements of Operations
(In thousands, except share and per share data)
(Unaudited)

	Three Months Ended June 30,		Six Months Ended June 30,	
	2013	2012	2013	2012
Revenues:				
Product sales, net	$ 32,213	$ 65,627	$ 61,559	$ 122,411
License and contract revenue	1,019	3,075	10,340	6,150
Total revenues	$ 33,232	$ 68,702	$ 71,899	$ 128,561
Operating costs and expenses:				
Cost of product sales (excludes amortization of purchased intangible assets)	7,268	11,574	14,050	20,247
Selling, general and administrative	22,629	23,347	44,976	41,609
Research and development	10,501	9,583	22,482	18,474
Amortization and impairment of purchased intangibles	3,372	1,636	5,740	2,566
Total operating costs and expenses	43,770	46,140	87,248	82,896
(Loss) income from operations	(10,538)	22,562	(15,349)	45,665
Other income (expense), net	(163)	(1,507)	(1,481)	(1,369)
(Loss) income before income taxes	(10,701)	21,055	(16,830)	44,296
Benefit (provision) for income taxes	524	(2,985)	3,864	20,316
Net (loss) income	$ (10,177)	$ 18,070	$ (12,966)	$ 64,612
Net (loss) income per share:				
Basic	$ (0.17)	$ 0.31	$ (0.22)	$ 1.10
Diluted	$ (0.17)	$ 0.29	$ (0.22)	$ 1.01
Weighted average shares outstanding:				
Basic	58,977,295	58,763,700	58,995,735	58,617,530
Diluted	58,977,295	63,387,003	58,995,735	63,666,546

See accompanying notes to unaudited condensed consolidated financial statements.

SPECTRUM PHARMACEUTICALS, INC.
Condensed Consolidated Statements of Comprehensive (Loss) Income
(In thousands)
(Unaudited)

	Three Months Ended June 30,		Six Months Ended June 30,	
	2013	2012	2013	2012
Net (loss) income	$(10,177)	$18,070	$(12,966)	$64,612
Other comprehensive (loss) income, net of tax:				
Unrealized gain (loss) on securities	99	(369)	967	(301)
Foreign currency translation adjustment	57	3	171	3
Income tax	(37)	—	(361)	—
Other comprehensive income (loss), net	119	(366)	777	(298)
Total comprehensive (loss) income	$(10,058)	$17,704	$(12,189)	$64,314

See accompanying notes to condensed consolidated financial statements.

SPECTRUM PHARMACEUTICALS, INC.
Condensed Consolidated Statements of Cash Flows
(In thousands)
(Unaudited)

	Six Months Ended June 30,	
	2013	2012
Cash Flows From Operating Activities:		
Net (loss) income	$ (12,966)	$ 64,612
Adjustments to reconcile net (loss) income to net cash provided by operating activities:		
Amortization of deferred revenue	(10,300)	(6,150)
Depreciation and amortization	6,618	4,043
Stock-based compensation	5,671	6,097
Deferred income tax benefit	(6,039)	(31,493)
Provision (recovery) for bad debt	44	(31)
Provision for inventory obsolescence	1,041	437
Change in fair value of Allos deferred development costs and deferred payment contingency	(2,869)	—
Impairment of intangible assets	1,023	—
Foreign currency remeasurement loss	654	1,354
Excess tax benefits from share-based compensation	—	(2,181)
Changes in operating assets and liabilities:		
Accounts receivable, net	39,746	(33,105)
Inventories, net	(1,875)	2,639
Prepaid expenses and other assets	(5,691)	(950)
Accounts payable and other accrued obligations	(9,671)	36,409
Accrued compensation and related expenses	(472)	1,717
Accrued drug development costs	(2,213)	932
Deferred revenue and other credits	743	619
Net cash provided by operating activities	3,444	44,949
Cash Flows From Investing Activities:		
Sales and maturities of marketable securities	—	57,797
Purchases of marketable securities	—	(11,944)
Acquisition of Melphalan license	(3,000)	—
Purchases of property and equipment	(127)	(302)
Purchases of available for sale securities	—	(622)
Acquisition of ZEVALIN Rights	—	(25,435)
Net cash (used in) provided by investing activities	(3,127)	19,494
Cash Flows From Financing Activities:		
Proceeds from issuance of common stock from stock option exercises	1,137	2,523
Proceeds from contributions to ESPP	197	372
Payments to acquire treasury stock	(1,652)	(317)
Repurchase of shares to satisfy minimum tax withholding for restricted stock vesting	(410)	(326)
Proceeds from Munidpharma collaboration amendment	7,000	—
Proceeds from revolving line of credit	100,000	—
Repayment of revolving line of credit	(125,000)	—
Repayment of capital leases	—	(9)
Excess tax benefits from share-based compensation	—	2,181
Net cash (used in) provided by financing activities	(18,728)	4,424
Effect of exchange rates on cash	(184)	85
Net (decrease) increase in cash and cash equivalents	(18,595)	68,952
Cash and cash equivalents—beginning of period	139,698	121,202
Cash and cash equivalents—end of period	$ 121,103	$ 190,154
Supplemental Disclosure of Cash Flow Information:		
Melphalan license included in intangible assets and other long term obligations	$ 4,700	$ —
Inventory liability assumed in acquisition	$ —	$ 580
Retirement of treasury shares	$ 1,652	$ —

See accompanying notes to condensed consolidated financial statements.

SPECTRUM PHARMACEUTICALS, INC.
Notes to Condensed Consolidated Financial Statements
(Unaudited)

1. Business and Basis of Presentation

Business

Spectrum Pharmaceuticals, Inc. ("Spectrum", the "Company", "we", "our", or "us") is a biotechnology company with fully integrated commercial and drug development operations, with a primary focus in oncology and hematology. Our strategy is comprised of acquiring, developing and commercializing a broad and diverse pipeline of late-stage clinical and commercial products. We currently market three oncology drugs—FUSILEV® (levoleucovorin) for injection in the U.S., ZEVALIN® (ibritumomab tiuxetan) injection for intravenous use, for which we have worldwide rights and FOLOTYN® a folate analogue metabolic inhibitor designed to accumulate preferentially in cancer cells. We also have a diversified pipeline of product candidates in advanced-stage Phase 2 and Phase 3 studies. We have assembled an integrated in-house scientific team, including formulation development, clinical development, medical research, regulatory affairs, biostatistics and data management, and have established a commercial infrastructure for the marketing of our drug products. We also leverage the expertise of our worldwide partners to assist in the execution of our strategy.

Basis of Presentation

We have prepared the accompanying unaudited condensed consolidated financial statements, pursuant to the rules and regulations of the Securities and Exchange Commission (the "SEC") for interim reporting. We have condensed or omitted certain information and footnote disclosures normally included in our annual financial statements prepared in accordance with generally accepted accounting principles ("GAAP") pursuant to such rules and regulations. On April 1, 2012, Spectrum acquired the licensing rights to market ZEVALIN (the "ZEVALIN Rights") outside of the U.S. On September 5, 2012, Spectrum acquired Allos Therapeutics, Inc. ("Allos"). Commencing April 1, 2012 and September 5, 2012, respectively, our financial statements include the assets, liabilities, operating results and cash flows of the ZEVALIN Rights and Allos.

The condensed consolidated financial statements include our accounts and our wholly-owned subsidiaries. All significant intercompany accounts and transactions have been eliminated. The unaudited condensed consolidated financial statements reflect all adjustments, which are normal and recurring, that are, in the opinion of management, necessary to fairly state the financial position as of June 30, 2013 and the results of operations and cash flows for the related interim periods ended June 30, 2013 and 2012. The results of operations and trends for the six months ended June 30, 2013 are not necessarily indicative of the results that may be expected for the year ending December 31, 2013 or for any other periods. The unaudited financial statements included in this quarterly report should be read in conjunction with our audited financial statements for the year ended December 31, 2012, included in the Annual Report on Form 10-K filed with the SEC.

Significant Accounting Policies

The accounting policies followed by us and other information are contained in the notes to the Company's audited consolidated financial statements for the year ended December 31, 2012 included in our Annual Report on Form 10-K filed on February 28, 2013 with the SEC. We have not changed our significant accounting policies as of June 30, 2013. You should read this Quarterly Report on Form 10-Q in connection with the information contained in our Annual Report on Form 10-K filed on February 28, 2013.

Variable Interest Entity

Our Canadian affiliate, Spectrum Pharma Canada, is owned 50% by us and was organized in Quebec, Canada in January 2008. We fund 100% of the expenditures and, as a result, we are the party with the controlling financial interest. We are the primary beneficiary of Spectrum Pharma Canada, which is determined to be a variable interest entity. As a result of this characterization, it is consolidated in our financial statements as though it is a wholly-owned subsidiary. We have eliminated all significant intercompany balances and transactions among the consolidated entities from the condensed consolidated financial statements.

Segment and Geographic Information

We operate in one reportable segment: acquiring, developing and commercializing prescription drug products. We evaluate all revenues by product in the aggregate given the similarity of product, production processes, customers, distribution methods and regulatory environment. Accordingly, we report the accompanying condensed consolidated financial statements in the aggregate, including all of our activities in one reportable segment.

Use of Estimates

The preparation of financial statements in conformity with GAAP requires us to make estimates and assumptions that affect the reported amounts of assets, liabilities, revenues and expenses and disclosure of contingent obligations in the financial statements and accompanying notes. The estimation process requires assumptions to be made about future events and conditions, and as such, is inherently subjective and uncertain. Actual results could differ materially from our estimates.

On an ongoing basis, we evaluate our estimates, including those related to deferred revenue recognition periods, inventories, the impairment of investments, the impairment of goodwill and long-lived assets, contingencies, accrued clinical trial expenses, stock-based compensation, and ongoing litigation, among other estimates. We base our estimates on historical experience and on other assumptions that management believes are reasonable under the circumstances. These estimates form the basis for making judgments about the carrying values of assets and liabilities when these values are not readily apparent from other sources.

Revenue Recognition

Revenue from product sales is recognized upon shipment of product when title and risk of loss have transferred to the customer. We sell our products to wholesalers and distributors of oncology products and directly to the end user, directly or through Group Purchasing Organizations or GPO's (e.g., certain hospitals or hospital systems and clinics with whom we have entered into a direct purchase agreement). Our wholesalers and distributors purchase our products and sell the products directly to end users, which include, but are not limited to, hospitals, clinics, medical facilities, managed care facilities and private oncology based practices. Revenue from product sales is recognized upon shipment of product when title and risk of loss have transferred to the customer, and the following additional criteria are met:

(i) the price is substantially fixed and determinable;

(ii) our customer has economic substance apart from that provided by us;

(iii) our customer's obligation to pay us is not contingent on resale of the product;

(iv) we do not have significant obligations for future performance to directly bring about the resale of our product; and

(v) we have a reasonable basis to estimate future returns.

Generally revenue is recognized when all four of the following criteria are met:

(i) persuasive evidence that an arrangement exists;

(ii) delivery of the products has occurred, or services have been rendered;

(iii) the selling price is both fixed and determinable; and

(iv) collectability is reasonably assured.

We calculate a provision for estimated product returns, sales discounts, rebates, chargebacks and distribution and data fees are established as a reduction of gross product sales at the time such revenues are recognized. Thus, revenue is recorded, net of such estimated provisions. We state the related accounts receivable at net realizable value, with any allowance for doubtful accounts charged to general operating expenses. If revenue from sales is not reasonably determinable due to provisions for estimates, promotional adjustments, price adjustments, returns or any other potential adjustments, we defer the revenue and recognize revenue when the estimates are reasonably determinable, even if the monies for the gross sales have been received.

We utilize a third-party logistics company to store and distribute FUSILEV. The same third party logistics company also stores and ships in the U.S. ZEVALIN kits containing the CD20 MAB.

During 2009, we changed the supply and distribution model for ZEVALIN in the U.S. Previously, we sold ZEVALIN kits containing the CD20 MAB to radiopharmacies, who in turn ordered the radioactive isotope (Y-90 or In-111) separately and radiolabeled (or attached) the radioactive isotope to the CD20 MAB. The radiopharmacy then sold the end user product to the consumer. Under the current model in the U.S. we do not sell the ZEVALIN kits containing the CD20 MAB to the radiopharmacies, but instead contract with them, as a fee-for-service, to radiolabel the individual components of the CD20 MAB to the radioactive isotope, and then, also under a fee-for-service arrangement, have them distribute the end use product to the end user; the clinics, hospitals or other medical settings. In this regard, we now sell the CD20 MAB together with the radioactive isotope in the U.S. as the end user product. In November 2011, we received FDA approval to remove the bioscan and starting in January 2012 we are no longer supplying the imaging kit (In-111) in the U.S. which was formerly used for the bioscan.

Beginning in the second quarter of 2013, we terminated our transition services agreement with Bayer Pharma AG and transitioned to a sales distribution model in Europe. Sales of ZEVALIN to certain new customers will be recognized on a cash basis until collectability is reasonably assured.

Product Returns Allowances

Customers are typically permitted to return products within thirty days after shipment, if incorrectly shipped or not ordered, and six months after the expiration of product dating for FUSILEV, subject to certain restocking fees and preauthorization requirements, as applicable. The returned product is destroyed if it is damaged, quality is compromised or past its expiration date. In general, returned product is not resold. As of each balance sheet date, we estimate potential returns, based on several factors, including: inventory held by distributors, sell through data of distributor sales to end users, customer and end-user ordering and re-ordering patterns, aging of accounts receivables, rates of returns for directly substitutable products and pharmaceutical products for the treatment of therapeutic areas similar to indications served by our products, shelf life of our products, historical rates of actual returns and based on experience of our management with selling similar oncology products. We record an allowance for future returns by reducing product sales and crediting a reserve for returns to increase other accrued obligations at the time of the product sales. No returns reserve is recorded for ZEVALIN since in the U.S. we invoice our end user customers and recognize revenues only when a patient is treated with ZEVALIN and for Ex. U.S. we invoice upon delivery. FOLOTYN returns are limited to defective product or product that was shipped in error.

Government Chargebacks

Our products are subject to certain programs with federal government qualified entities whereby pricing on products is discounted below distributor list price to participating entities. These entities purchase products through distributors at the discounted price, and the distributors charge the difference between their acquisition cost and the discounted price back to us. We account for chargebacks by reducing revenue and establishing an accrual in an amount equal to our estimate of chargeback claims at the time of product sale. We also evaluate the adequacy of previously recorded chargebacks based on data regarding specific entities claims activity over time to adjust current period chargebacks for these same distributors. Due to estimates and assumptions inherent in determining the amount of government chargebacks, the time lag to receive information from distributors, the actual amount of claims for chargebacks may be materially different from our estimates, at which time we would adjust our reserves accordingly.

Discounts

Discounts (generally prompt payment discounts) are accrued at the end of every reporting period based on the gross sales made to customers during the period and based on their terms of trade for a product. We generally review the terms of the contracts, specifically price and discount structures, and payment terms between the customer and us to estimate the discount accrual.

Rebates

Customer rebates are estimated at every period end, based on direct purchases, depending on whether any rebates have been offered based on definitive contractual agreements. The rebates are recognized when products are purchased and a periodic credit is given.

Medicaid Rebates

Our products are subject to state government-managed Medicaid programs whereby discounts and rebates are provided to participating state governments. We record estimated rebates payable under governmental programs, including Medicaid, as a reduction of revenue in the same period the related sale is recorded. Our calculations related to these rebate accruals require estimates, including estimates of customer mix primarily based on a combination of market and clinical research, to determine which sales will be subject to rebates and the amount of such rebates. Our estimate of utilization is based on historical claims and supplemented by management’s judgment with respect to many factors, including changes in sales trends, an evaluation of current laws and regulations and product pricing. We update our estimates and assumptions each period and record any necessary adjustments to our reserves. Commencing in the second quarter of 2013, we refined our methodology to estimate rebate claims remaining in channel inventory which resulted in a $1.0 million increase in the Medicaid rebate accrual at June 30, 2013 and corresponding increase to net loss for the three and six months ended June 30, 2013. Additionally, there is a time lag between the date we determine the estimated liability and when we actually pay the liability. Although allowances and accruals are recorded at the time of product sale, certain rebates are typically paid out, on average, up to six months or longer after the sale.

Distribution and Data Fees

Distribution and data fees are paid to authorized wholesalers and specialty distributors of FUSILEV and FOLOTYN as a percentage of WAC for products sold which is a reduction of revenue in the same period the related sale is recorded. The services provided include contract administration, inventory management, product sales reporting by customer and returns for clinics and hospitals. We accrue distribution and data fees based on a percentage of FUSILEV and FOLOTYN revenues that are set and governed by distribution agreements.

Accounts Receivable

We also state the related accounts receivable at net realizable value, with any allowance for doubtful accounts charged to general operating expenses. If revenue from sales is not reasonably determinable due to provisions for estimates, promotional adjustments, price adjustments, returns or any other potential adjustments, we defer the revenue and recognize revenue when the estimates are reasonably determinable, even if the monies for the gross sales have been received.

Milestone Payments

Milestone payments under collaborative arrangements are triggered either by the results of our research and development efforts or by specified sales results by a third-party collaborator. Milestones related to our development-based activities may include initiation of various phases of clinical trials, successful completion of a phase of development or results from a clinical trial, acceptance of a New Drug Application by the FDA or an equivalent filing with an equivalent regulatory agency in another territory, or regulatory approval by the FDA or by an equivalent regulatory agency in another territory. Due to the uncertainty involved in meeting these development-based milestones, the development-based milestones are considered to be substantial (i.e. not just achieved through passage of time) at the inception of the collaboration agreement. In addition, the amounts of the payments assigned thereto are considered to be commensurate with the enhancement of the value of the delivered intellectual property as a result of our performance. Our involvement is necessary to the achievement of development-based milestones. We would account for development-based milestones as revenue upon achievement of the substantive milestone events. Milestones related to sales-based activities may be triggered upon events such as the first commercial sale of a product or when sales first achieve a defined level. These sales-based milestones would be achieved after the completion of our development activities. We would account for the sales-based milestones in the same manner as royalties, with revenue recognized upon achievement of the milestone. In addition, upon the achievement of either development-based or sales-based milestone events, we have no future performance obligations related to any milestone payments.

License Fees

We recognize license fees based on the facts and circumstances of each contractual agreement. In general, we recognize income upon the signing of a contractual agreement that grants rights to products or technology to a third party if we have no further obligation to provide products or services to the third party after entering into the contract.

Research and Development

Research and development expenses include salaries and benefits, clinical trial and related manufacturing costs, contract and other outside service fees, and facilities and overhead costs related to our research and development efforts. Research and development expenses also consist of costs incurred for proprietary and collaborative research and development and include activities such as product registries and investigator-sponsored trials. Research and development costs are expensed as incurred. In certain instances, we enter into agreements with third parties for research and development activities, where we may prepay fees for services at the initiation of the contract. We record such prepayment as a prepaid asset and charge research and development expense over the period of time the contracted research and development services are performed. Other types of arrangements with third parties may be fixed fee or fee for service, and may include monthly payments or payments upon the completion of milestones or receipt of deliverables.

As of each balance sheet date, we review purchase commitments and accrue drug development expenses based on factors such as estimates of work performed, patient enrollment, completion of patient studies and other events. We maintain regular communication with our vendors, including our clinical sites, and gauge the reasonableness of estimates provided. However, actual clinical trial costs may differ materially from estimated clinical trial costs and are adjusted for in the period in which they become known.

Goodwill and Intangible Assets

Goodwill represents the excess of acquisition cost over the fair value of the net assets of the acquired businesses. Goodwill has an indefinite useful life and is not amortized, but instead tested for impairment annually unless there are interim impairment indicators. We perform our annual evaluation as of October 1 each year.

Intangible assets are reviewed for impairment when facts or circumstances suggest that the carrying value of these assets may not be recoverable. Our policy is to identify and record impairment losses, if necessary, on intangible product rights when events and circumstances indicate that the assets might be impaired and the undiscounted cash flows estimated to be generated by those assets are less than the carrying amounts of those assets. It is our policy to expense costs as incurred in connection with the renewal or extension of its intangible assets.

We acquired 50% of the rights in RIT in December 2008 and the remaining 50% in March 2009. The purchase price for the acquisition of ZEVALIN rights was allocated to identifiable intangible assets acquired and liabilities assumed based on their estimated fair values at the acquisition date which is being amortized over its useful life of 10 years. Such a valuation requires significant estimates and assumptions including but not limited to: determining the timing and expected costs to complete the in-process projects, projecting regulatory approvals, estimating future cash flows from product sales resulting from in-process projects, and developing appropriate discount rates and probability rates by project. We believe the fair values assigned to the assets acquired and liabilities assumed are based on reasonable assumptions.

Identifiable intangible assets with definite lives are amortized on a straight-line basis over their estimated useful lives, ranging from 1 to 10 years.

We acquired all of the oncology drug assets of Targent in April 2006. As part of the consideration for the purchase of these assets, we agreed to pay milestone payments to Targent upon the achievement of certain regulatory events as well as for certain sales levels for FUSILEV within a calendar year. During 2011, we capitalized $16.8 million associated with the achievement of these milestones which are being amortized to cost of product sales sold on a straight-line basis over the estimated useful life of 8.7 years.

On April 1, 2012, we acquired the licensing rights to market ZEVALIN outside of the U.S. (ZEVALIN Rights) from Bayer Pharma AG or Bayer. The process for estimating the fair values of these identifiable intangible assets involved the use of significant estimates and assumptions, including estimating future cash flows and developing appropriate discount rates. These identified intangible assets are being amortized over the estimated useful life of 10 years.

We acquired Allos on September 5, 2012, and recorded intangible assets related to license and distribution rights and in-process research and development. The license and distribution rights are amortized over the expected patent life of 10 years. The fair value of the acquired in-process research and development and license and distribution agreement intangible assets was estimated using the income approach. The income approach uses valuation techniques to convert future amounts to a single present amount (discounted). Our measurement is based on the value indicated by current market expectations about those future amounts. The fair value considered our estimates of future incremental earnings that may be achieved by the intangible assets.

With respect to the acquisition we believe the fair values assigned to the assets acquired and liabilities assumed were based upon reasonable assumptions. Our allocation of the purchase price was largely dependent on discounted cash flow analyses of projects and products of Allos. We cannot provide assurance that the underlying assumptions used to forecast the cash flows or the timely and successful completion of such projects will materialize as we estimated. For these reasons, among others, our actual results may vary significantly from the estimated results.

On March 8, 2013, we acquired the global development and commercialization rights to Captisol-enabled®, propylene glycol-free (PG-free) melphalan and capitalized $7.7 million associated with the in process research and development.

On May 29, 2013, we amended our agreement with Mundipharma (see Notes 6 and 10).

We evaluate the recoverability of indefinite and definite intangible assets whenever events or changes in circumstances indicate that an intangible asset's carrying amount may not be recoverable. Such circumstances could include, but are not limited to the following:

(i) a significant decrease in the market value of an asset;

(ii) a significant adverse change in the extent or manner in which an asset is used; or

(iii) an accumulation of costs significantly in excess of the amount originally expected for the acquisition of an asset.

We measure the carrying amount of the asset against the estimated undiscounted future cash flows associated with it. Should the sum of the expected future net cash flows be less than the carrying value of the asset being evaluated, an impairment loss would be recognized. The impairment loss would be calculated as the amount by which the carrying value of the asset exceeds its fair value. We recorded an impairment loss of $1.0 million during the three and six months ended June 30, 2013 related to the amendment of the Mundipharma agreement in May 2013. There were no other impairment losses recorded during the quarters ended June 30, 2013 or 2012.

Acquisitions and Collaborations

For all in-licensed products, we perform an analysis to determine whether we hold a variable interest or interests that give us a controlling financial interest in a variable interest entity. On the basis of our interpretations and conclusions, we determine whether the acquisition falls under the purview of variable interest entity accounting and if so, consider the necessity to consolidate the acquisition. As of June 30, 2013, we determined there were no variable interest entities required to be consolidated other than our Canadian affiliate, Spectrum Pharma Canada.

We also perform an analysis to determine if the inputs and/or processes acquired in an acquisition qualify as a business. On the basis of our interpretations and conclusions, we determine if the in-licensed products qualify as a business and whether to account for such products as a business combination or an asset acquisition. The accounting for acquisitions requires extensive use of estimates and judgments to measure the fair value of the identifiable tangible and intangible assets acquired, including in-process research and development, and liabilities assumed. Additionally, we must determine whether an acquired entity is considered to be a business or a set of net assets, because the excess of the purchase price over the fair value of net assets acquired can only be recognized as goodwill in a business combination. The excess of the purchase price over the fair value of the net assets acquired can only be recognized as goodwill in a business combination.

Foreign Currency Translation

We translate the assets and liabilities of our foreign subsidiaries stated in local functional currencies to US dollars at the rates of exchange in effect at the end of the period. Revenues and expenses are translated using rates of exchange in effect during the period. Gains and losses from the translation of financial statements denominated in foreign currencies are included as a separate component of accumulated other comprehensive income (loss) in the statement of comprehensive income (loss).

We record foreign currency transactions at the exchange rate prevailing at the date of the transaction with resultant gains and losses being included in results of operations. Foreign currency transaction gains and losses have not been significant for any period presented.

Comprehensive Income (Loss)

Comprehensive income (loss) is calculated in accordance with authoritative guidance which requires the disclosure of all components of comprehensive income, including net income (loss) and changes in equity during a period from transactions and other events and circumstances generated from non-owner sources. Our accumulated other comprehensive income (loss) at June 30, 2013 and 2012, respectively consisted primarily of foreign currency translation adjustments and net unrealized gains/losses on investments in marketable securities as of that date.

Recently Adopted Accounting Standards

In February 2013, the Financial Accounting Standards Board (the “FASB”) issued an accounting standards update that requires an entity to report the effect of significant reclassifications out of accumulated other comprehensive income on the respective line items in net income if the amounts are required to be reclassified in their entirety to net income. For other amounts that are not required to be reclassified in their entirety to net income in the same reporting period, an entity is required to cross-reference to other disclosures that provide additional detail about those amounts. This guidance became effective for reporting periods beginning after December 15, 2012, with early adoption permitted. We adopted the provisions of the guidance in the first quarter of 2013 and had no significant reclassifications out of accumulated other comprehensive income to net loss during the six months ended June 30, 2013.

In July 2012, the FASB issued an accounting standards update that gives an entity the option to first assess qualitative factors to determine whether it is more likely than not that an indefinite-lived intangible asset is impaired. If, after assessing the totality of events and circumstances, an entity concludes that it is not more likely than not that the indefinite-lived intangible asset is impaired, then the entity is not required to take further action. This guidance became effective for annual and interim impairment tests performed for fiscal years beginning after September 15, 2012, with early adoption permitted. We adopted the provisions of the guidance in the first quarter of 2013. The adoption did not have a material impact on our consolidated financial statements.

New Accounting Standards Not Yet Adopted

In March 2013, the FASB issued an accounting standards update that provides guidance on the accounting for the cumulative translation adjustment (the “CTA”) upon derecognition of certain subsidiaries or groups of assets within a foreign entity or of an investment in a foreign entity. Under this guidance, an entity should recognize the CTA in earnings based on meeting certain criteria, including when it ceases to have a controlling financial interest in a subsidiary or group of assets within a consolidated foreign entity or upon a sale or transfer that results in the complete or substantially complete liquidation of the foreign entity in which the subsidiary or group of assets resides. This guidance will be effective for fiscal years beginning on or after December 15, 2013, which will be our fiscal year 2014, with early adoption permitted. We currently do not expect the adoption of the guidance will have a material impact on our consolidated financial statements.

Basic and Diluted Earnings (Loss) per Share

We calculate basic and diluted net income (loss) per share using the weighted average number of common shares outstanding during the periods presented, and adjust the amount of net income (loss) used in this calculation for preferred stock dividends (if any) declared during the period. In periods of a net loss position, basic and diluted loss per share are the same. For the diluted earnings per share calculation, we adjust the weighted average number of common shares outstanding to include dilutive stock options, warrants and other common stock equivalents outstanding during the period.

(in thousands, except share and per share data)	Net Loss	Weighted-Average Shares Outstanding (Denominator)	Loss Per Share
Three Months Ended June 30, 2013			
Basic and diluted loss per share:	$(10,177)	58,977,295	$(0.17)

The following table sets forth the number of shares excluded from the computation of diluted earnings per share, as their inclusion would be anti-dilutive:

	June 30, 2013
Preferred shares	40,000
Options	2,412,230
Incremental shares assumed issued on exercise of in the money warrants	115,249
Unvested restricted stock	1,102,654
	3,670,133

(in thousands, except share and per share data)	Net Income	Weighted-Average Shares Outstanding (Denominator)	Earnings Per Share
Three Months Ended June 30, 2012			
Basic earnings per share:	$ 18,070	58,763,700	$ 0.31
Diluted earnings per share:			
Dilutive preferred shares		40,000	
Dilutive options		4,069,118	
Incremental shares assumed issued on exercise of in the money warrants		251,578	
Unvested restricted stock		262,607	
Diluted earnings per share	$ 18,070	63,387,003	$ 0.29
Potentially dilutive securities not included above since they were antidilutive:			
Antidilutive options excluded from the calculation		301,708	

(in thousands, except share and per share data)	Net Income	Weighted-Average Shares Outstanding (Denominator)	Earnings Per Share
Six Months Ended June 30, 2013			
Basic earnings per share:	$ (12,966)	58,995,735	$ (0.22)

The following table sets forth the number of shares excluded from the computation of diluted earnings per share, as their inclusion would be anti-dilutive:

	June 30, 2013
Preferred shares	40,000
Options	3,211,911
Incremental shares assumed issued on exercise of in the money warrants	173,031
Unvested restricted stock	1,102,654
	4,527,596

(in thousands, except share and per share data)	Net Income	Weighted-Average Shares Outstanding (Denominator)	Earnings Per Share
Six Months Ended June 30, 2012			
Basic earnings per share:	$ 64,612	58,617,530	$ 1.10
Diluted earnings per share:			
Dilutive preferred shares		40,000	
Dilutive options		4,483,596	
Incremental shares assumed issued on exercise of in the money warrants		269,403	
Unvested restricted stock		256,017	
Diluted earnings per share	$ 64,612	63,666,546	$ 1.01
Potentially dilutive securities not included above since they were antidilutive:			
Antidilutive options excluded from the calculation		155,750	

2. Acquisitions

Acquisition of Rights to Captisol-Enabled® Melphalan

On March 8, 2013, we completed the acquisition of exclusive global development and commercialization rights to Captisol-enabled®, propylene glycol-free melphalan from CyDex Pharmaceuticals, Inc. a wholly-owned subsidiary of Ligand Pharmaceuticals Incorporated (“Ligand”). The Captisol-enabled melphalan product candidate is currently in a pivotal trial being conducted by Ligand for use as a conditioning treatment prior to autologous stem cell transplant for patients with multiple myeloma. Pursuant to the license agreement, Spectrum assumed the responsibility for the ongoing clinical and regulatory development of the program going forward. Under the agreement, Ligand received a license fee of $3.0 million on April 1, 2013 and is eligible to receive milestone payments upon achievement of certain regulatory and net sales thresholds, as well as royalties upon successful commercialization based on a percentage of net sales of the licensed products in all territories.

We accounted for the acquisition of the rights as a business combination using the acquisition method of accounting which requires, among other things, that assets acquired and liabilities assumed be recognized at their fair values as of the purchase date and be recorded on the balance sheet regardless of the likelihood of success of the related product or technology. The process for estimating the fair values of identifiable intangible assets involves the use of significant estimates and assumptions, including estimating future cash flows and developing appropriate discount rates. Transaction costs are not included as a component of consideration transferred and were expensed as incurred. The related transaction costs expensed for the three months ended March 31, 2013 were approximately $15,000. There were no corresponding expenses for the three months ended June 30, 2013.

Consideration Transferred

The acquisition-date fair value of the consideration transferred consisted of the following items ($ in 000’s):

Cash consideration	$3,000
Liability assumed—contingent consideration	4,700
Total purchase consideration	$7,700

Fair Value Estimate of Asset Acquired and Liability Assumed

The total purchase consideration is allocated to the acquisition of the net tangible and intangible assets based on their estimated fair values as of the closing date. The allocation of the total purchase price to the net assets acquired is as follows ($ in 000’s):

In-process research and development—Captisol-enabled®, propylene glycol-free melphalan rights	$7,700

Acquired in-process research and development ("IPR&D) is an intangible asset classified as an indefinite-lived asset until the completion or abandonment of the associated R&D effort, and will be amortized over an estimated useful life to be determined at the date the project is completed. Intangible IPR&D is not amortized during the period that it is considered indefinite-lived but rather tested for impairment.

We estimated the fair value of the in-process research and development using the income approach. The income approach uses valuation techniques to convert future amounts to a single present amount (discounted). Our measurement is based on the value indicated by current market expectations about those future amounts. The fair value estimate took into account our estimates of future incremental earnings that may be achieved upon regulatory approval, promotion and distribution associated with the rights, and included estimated cash flows of approximately 10 years and a discount rate of approximately 25%.

The fair value of the contingent consideration liability assumed was determined using the probability of success and the discounted cash flow method of the income approach assuming the U.S. Food and Drug Administration, or FDA, approval of Captisol-enabled® melphalan is will occur on or about December 31, 2015. Upon receipt of regulatory approval, Spectrum will be obligated to make a milestone payment to Ligand.

We do not consider the acquisition of the global development and commercialization rights to Captisol-enabled®, propylene glycol-free melphalan to be a material business combination and, therefore, have not disclosed the pro forma results of operations as required for material business combinations.

Allos Acquisition

Spectrum acquired Allos Therapeutics, Inc. on September 5, 2012 as discussed further in the Company's Annual Report on Form 10-K for the year ended December 31, 2012 filed on February 27, 2013. The results of operations of the Allos acquisition are included in the accompanying condensed consolidated statements of operations for the three and six months ended June 30, 2012. The pro forma results of operations are prepared for comparative purposes only and do not necessarily reflect the results that would have occurred had the acquisition occurred at the beginning of the years presented or the results which may occur in the future. The following unaudited pro forma results of operations for the three and six months ended June 30, 2012 assume the Allos acquisition had occurred on January 1, 2012 ($ in 000's):

	Three Months Ended June 30, 2012	Six Months Ended June 30, 2012
Total revenues	$ 82,174	$ 153,367
Income from operations	$ 19,758	$ 30,860
Net income	$ 13,259	$ 47,364
Basic net income per share	$ 0.23	$ 0.81
Diluted net income per share	$ 0.21	$ 0.74

3. Cash, Equivalents and Marketable Securities

As of June 30, 2013, we held substantially all of our cash, equivalents and marketable securities at major financial institutions, which must invest our funds in accordance with our investment policy with the principal objectives of such policy being preservation of capital, fulfillment of liquidity needs and above market returns commensurate with preservation of capital. Our investment policy also requires that investments in marketable securities be in only highly rated instruments, which are primarily US treasury bills or US treasury backed securities, with limitations on investing in securities of any single issuer. We maintain cash balances in excess of federally insured limits in reputable financial institutions. To a limited degree, the Federal Deposit Insurance Corporation and third parties insure these investments. However, these investments are not insured against the possibility of a complete loss of earnings or principal and are inherently subject to the credit risk related to the continued credit worthiness of the underlying issuer and general credit market risks. We manage such risks on our portfolio by investing in highly liquid, highly rated instruments and limit investing in long-term maturity instruments.

Cash, equivalents and marketable securities, including long term bank certificates of deposits, and investments totaled $127.9 million and $145.5 million as of June 30, 2013 and December 31, 2012, respectively. Long term bank certificates of deposit include a $250,000 restricted certificate of deposit that collateralizes tenant improvement obligations to the lessor of our principal offices. The following is a summary of such investments (in 000's):

	Amortized Cost	Gross Unrealized Gains	Gross Unrealized Losses	Estimated fair Value	Cash	Marketable Security	
						Current	Long Term
June 30, 2013							
Cash and equivalents	$121,103	$ —	$ —	$121,103	$121,103	$ —	$ —
Bank CDs (including restricted certificate of deposit of $250)	252	—	—	252	—	252	—
Money market currency funds	3,060	—	—	3,060	—	3,060	—
Other securities (included in other assets)	1,747	1,702	—	3,449	—	—	3,449
Total investments	$126,162	$ 1,702	$ —	$127,864	$121,103	$ 3,312	$ 3,449
December 31, 2012							
Cash and equivalents	$139,698	$ —	$ —	$139,698	$139,698	$ —	$ —
Bank CDs (including restricted certificate of deposit of $250)	987	—	—	987	—	987	—
Money market currency funds	2,323	—	—	2,323	—	2,323	—
Other securities (included in other assets)	1,747	733	—	2,480	—	—	2,480
Total investments	$144,755	$ 733	$ —	$145,488	$139,698	$ 3,310	$ 2,480

As of June 30, 2013, none of the securities had been in a continuous unrealized loss position longer than one year.

4. Fair Value Measurements

We measure fair value based on the prices that would be received to sell an asset or paid to transfer a liability in an orderly transaction between market participants at the measurement date. Fair value measurements are based on a three-tier hierarchy that prioritizes the inputs used to measure fair value. These tiers include the following:

Level 1: Quoted prices (unadjusted) in active markets for identical assets or liabilities that are accessible at the measurement date. The fair value hierarchy gives the highest priority to Level 1 inputs.

Level 2: Observable prices that are based on inputs not quoted on active markets, but corroborated by market data. These inputs include quoted prices for similar assets or liabilities; quoted market prices in markets that are not active; or other inputs that are observable or can be corroborated by observable market data for substantially the full term of the assets or liabilities.

Level 3: Unobservable inputs are used when little or no market data is available. The fair value hierarchy gives the lowest priority to Level 3 inputs.

In determining fair value, we utilize valuation techniques that maximize the use of observable inputs and minimize the use of unobservable inputs to the extent possible, as well as consider counterparty credit risk in the assessment of fair value. Cash equivalents consist of certificates of deposit and are valued at cost, which approximates fair value due to the short-term maturities of these instruments. Marketable securities consist of certificates of deposit, US Government Treasury bills, US treasury-backed securities and corporate deposits, which are stated at fair value as it approximates carrying value due to the short term maturities of these instruments.

The fair value of the deferred development cost liability and the deferred payment contingency was valued using the discounted cash flow method of the income approach. The unobservable inputs in the valuation models that have the most significant effect on the fair value of our deferred development cost liability and deferred payment contingency are the determination of the present value factors for future cash flows. The assumptions included internal estimates of research and development personnel needed to perform the research and development services; and estimates of expected cash outflows to third parties for services and supplies over the expected period that the services will be performed, approximately through 2022 for the research and development obligations. We determined the present value factor to be a weighted-average cost of capital of approximately 11.0% in 2013 and 2012.

The fair value of the other long-term liability was classified as Level 3 and valued using the probability of success and the discounted cash flow method of the income approach assuming the FDA approval of Captisol-enabled® melphalan will occur on or about December 31, 2015.

A majority of our financial assets have been classified as Level 2. These assets have been initially valued at the transaction price and subsequently valued utilizing third party pricing services. The pricing services use many observable market inputs to determine value, including reportable trades, benchmark yields, credit spreads, broker/dealer quotes, bids, offers, current spot rates and other industry and economic events. We validate the prices provided by our third party pricing services by understanding the models used, obtaining market values from other pricing sources, analyzing pricing data in certain instances and confirming those securities trade in active markets.

We did not elect the fair value option, as allowed, to account for financial assets and liabilities that were not previously carried at fair value. Therefore, material financial assets and liabilities that are not carried at fair value, such as trade accounts receivable and payable, are reported at their historical carrying values.

The fair value of the deferred development costs and deferred payment contingency are measured at the end of each reporting period using Level 3 inputs. The significant unobservable assumptions we use include the determination of present value factors for future cash flows.

The carrying values of our cash and cash equivalents, marketable securities, other securities and common stock warrants, carried at fair value as of June 30, 2013 are classified in the table below in one of the three categories of the fair value hierarchy described below:

	Fair Value Measurements ($ in '000's)			
	Level 1	Level 2	Level 3	Total
June 30, 2013				
Assets:				
Cash and equivalents	$121,103	$ —	$ —	$121,103
Bank CDs (including restricted certificate of deposit of $250)	—	252	—	252
Money market currency funds	—	3,060	—	3,060
Cash and equivalents, and marketable securities and investments	121,103	3,312	—	124,415
Deferred compensation investments, including life insurance cash surrender value	—	4,311	—	4,311
Other securities	3,449	—	—	3,449
	$124,552	$7,623	$ —	$132,175
Liabilities:				
Deferred executive compensation liability	—	3,206	—	3,206
Deferred development costs	—	—	18,651	18,651
Melphalan license contingent consideration	—	—	4,700	4,700
Contingent value right	—	—	—	—
	$ —	$3,206	$23,351	$ 26,557

The following summarizes the activity of Level 3 inputs measured on a recurring basis:

	Fair Value Measurements of 1 Unobservable Inputs (Level 3) ($ in 000's)
Balance at December 31, 2011	$ —
Transfers in / (out) of Level 3:	
Deferred development costs	12,233
Deferred payment contingency	2,287
Contingent right value	—
Balance at December 31, 2012	14,520
Transfers in / (out) of Level 3:	
Other long term liabilities	4,700
Deferred development costs	6,418
Deferred payment contingency	(2,287)
Balance at June 30, 2013	$ 23,351

5. Revolving Line of Credit

In connection with the Allos Acquisition, we entered into a credit agreement on September 5, 2012, or Credit Agreement, with Bank of America, N.A, as the administrative agent and Wells Fargo Bank, N.A, as an initial lender. The Credit Agreement provides us with a committed $75 million revolving line of credit facility, or Credit Facility. We may increase the Credit Facility up to $125 million, subject to meeting certain customary conditions and obtaining commitments for such increase from the lenders. The Credit Facility expires on September 5, 2014.

The Credit Facility bears interest, at our election, at a rate equal to the London Interbank Offer Rate, or LIBOR rate, or the base rate, plus an applicable margin (4.25% at June 30, 2013). The applicable margin is as follows:

- if the consolidated leverage ratio as of the last test date is less than 0.5:1.0, 1.75% per annum (for LIBOR rate loans) or 0.75% (for base rate loans);
- if the consolidated leverage ratio as of the last test date is greater than 0.5:1.0 but less than 1.0:1.0, 2.00% per annum (for LIBOR rate loans) or 1.00% (for base rate loans); and
- if the consolidated leverage ratio as of the last test date is greater than 1.0:1.0, 2.25% per annum (for LIBOR rate loans) or 1.00% (for base rate loans).

The base rate is subject to a floor that is 100 basis points above the LIBOR rate. The LIBOR rate does not include a floor and, with respect to it, interest periods of 1, 2, 3 and 6 months may be selected. Related interest expense was $572,000 for the six months ended June 30, 2013.

We incurred $976,000 in related loan costs and fees, which were deferred and will be amortized using the effective interest method over 24 months, the term of the Credit Facility. Amortization expense included in interest expense in the accompanying condensed consolidated statements of operations was $244,000 and $0 for the six months ended June 30, 2013 and 2012.

An unused line fee is payable quarterly in an amount ranging from 0.375 to 0.625% of the sum of the average daily unused portion of the facilities during any quarter based upon consolidated leverage ratio as at the last test date. A customary fee is also payable to the administrative agent on an annual basis in advance. Related interest expense for the unused line fee was $118,000 for the six months ended June 30, 2013.

The direct and indirect domestic subsidiaries of the Company, including Allos, as a new wholly-owned subsidiary, guaranty our obligations under the Credit Facility.

The Credit Agreement includes the following quarterly financial covenants:

- The Company may not permit the consolidated interest coverage ratio of the Company and its subsidiaries as of the end of any fiscal quarter to be less than 3.00 to 1.00;
- The Company may not permit the consolidated leverage ratio at any time set forth below to be greater than the ratio set forth below opposite such period:

Measurement Period Ending	Maximum Consolidated Leverage Ratio
Closing Date through September 30, 2012	2.00 to 1.00
December 31, 2012 and each fiscal quarter thereafter	1.50 to 1.00

- The Company may not permit the ratio of (i) the sum of (A) unencumbered cash and cash equivalents of the Company and its subsidiaries on a consolidated basis, plus (B) net accounts receivable of the Company and its subsidiaries on a consolidated basis, to (ii) consolidated funded indebtedness as of the end of any fiscal quarter to be less than 2.00 to 1.00.

In addition, the Credit Agreement includes certain negative covenants that, subject to exceptions, limit our ability to, among other things incur additional indebtedness, engage in future mergers, consolidations, liquidations and dissolutions, sell assets, pay dividends and distributions on or repurchase capital stock, and enter into or amend other material agreements. The Credit Agreement also includes certain customary representations and warranties, affirmative covenants and events of default, which are set forth in more detail in the Credit Agreement.

On the closing date of September 5, 2012, we drew $50 million on the Credit Facility and used the proceeds to pay a portion of the purchase price for Allos. At June 30, 2013, $50 million was outstanding on the Credit Facility and there was $25 million available to borrow. At June 30, 2013, we were in compliance with all financial covenants. In July 2013, we repaid $25 million of the then outstanding balance.

Additional revolving loans may be drawn and all revolving loans may be repaid and re-borrowed from time to time in an amount not to exceed the total commitment amount. Any such loan proceeds may be used for working capital and other general corporate purposes for us or our subsidiaries.

Amendment to Credit Agreement

On July 16, 2013, we entered into an amendment to the Credit Agreement dated as of September 5, 2012 with Bank of America, N.A., in its capacity as administrative agent for the lenders and other parties signatory thereto, to, among other things, permit the acquisition of Talon Therapeutics, Inc., reduce the maximum aggregate borrowing amount under the revolving line of credit to $50 million, and to revise the interest rate on borrowings under the revolving line of credit.

6. Intangible Assets and Goodwill

Intangible assets consist of the following ($ in 000's):

	June 30, 2013					
	Gross Amount	Accumulated Amortization	Foreign Currency Translation	Impairment	Net Amount	Weighted Average Amortization Period (years)
ZEVALIN intangibles—US	$ 41,900	$ (21,595)	$ —	$ —	$ 20,305	5.5
ZEVALIN intangibles—Ex. US	23,490	(3,604)	(663)	—	19,223	8.8
FUSILEV intangibles	16,778	(3,966)	—	—	12,812	6.5
FOLOTYN license with Mundipharma	27,900	(2,300)	—	(1,023)	24,577	9.3
FOLOTYN distribution rights—US & Canada	118,400	—	—	—	118,400	n/a
Melphalan license with CyDex Pharmaceuticals	7,700	—	—	—	7,700	n/a
Total intangible assets	$236,168	$ (31,465)	$ (663)	(1,023)	$203,017	

On May 29, 2013 the Company and Mundipharma entered into an amendment to their collaboration agreement in order to modify the scope of the Mundipharma licensed territories and the respective development obligations of the parties. As a result of the amendment, Europe and Turkey were excluded from Mundipharma's commercialization territory, and royalty and milestone rates were modified. The modification of the Company's associated royalty and milestone rights constituted a change in the contractual provisions under which the Company measured its original acquired intangible asset (FOTOLYN license) with Mundipharma. The Company determined that an impairment of the Mundipharma intangible asset of $1.0 million resulted from the amendment and is recorded in the amortization and impairment of purchased intangibles in the accompanying statement of operations.

During the six months ended June 30, 2013, ZEVALIN and FOLOTYN intangible amortization of $3.3 million and $1.4 million, respectively, is included in amortization of purchased intangibles. In addition, during the six months ended June 30, 2013, $986,000 is included in cost of product sales related to FUSILEV milestones.

Goodwill

Goodwill includes the following:

	June 30, 2013	December 31, 2012
	($ in '000's)	
Acquisition of Zevalin Rights	$ 2,525	$ 2,525
Acquisition of Allos	26,485	26,485
Foreign exchange translation effects	(70)	(37)
	$28,940	$ 28,973

7. Inventories

Inventories, net of allowances consisted of the following:

	June 30, 2013	December 31, 2012
	($ in '000's)	
Raw materials	$ 1,580	$ 887
Work-in-process	4,150	7,302
Finished goods	9,582	6,289
	$15,312	$ 14,478

We continually review product inventories on hand, evaluating inventory levels relative to product demand, remaining shelf life, future marketing plans and other factors, and record reserves for obsolete and slow-moving inventories for amounts which we may not realize.

8. Accounts payable and accrued obligations

Accounts payable and other accrued obligations consisted of the following:

	June 30, 2013	December 31, 2012
	($ in '000's)	
Trade payables	$32,972	$ 34,352
Allowance for rebates	20,683	11,023
Accrued product royalty	9,292	12,275
Allowance for returns	2,650	5,056
Accrued data and distribution fees	4,459	8,449
Accrued GPO administrative fees	2,672	2,650
Inventory management fee	1,690	3,050
Accrued income taxes	—	470
Allowance for chargebacks	9,372	15,153
Other accrued obligations	1,459	2.819
	$85,249	$ 95,297

9. Income Taxes

On an interim basis, we estimate that the anticipated annual effective tax rate for the provision for income taxes would be 19.6%. The effective tax rate may be subject to fluctuations during the year as new information is obtained, which may affect the assumptions used to estimate the annual effective tax rate, including factors such as the valuation allowances against deferred tax assets, the recognition or derecognition of tax benefits related to uncertain tax positions, expected utilization of R&D tax credits and changes in or the interpretation of tax laws in jurisdictions where the we conduct business.

Our provision for income taxes is computed using the asset and liability method, under which deferred tax assets and liabilities are recognized for the expected future tax consequences of temporary differences between the financial reporting and tax bases of assets and liabilities, and for the expected future tax benefit to be derived from tax loss and credit carryforwards. Deferred tax assets and liabilities are determined using the enacted tax rates in effect for the years in which those tax assets are expected to be realized. A valuation allowance is established when it is more likely than not the future realization of all or some of the deferred tax assets will not be achieved. The evaluation of the need for a valuation allowance is performed on a jurisdiction by jurisdiction basis, and includes a review of all available positive and negative evidence.

Based on the weight of both positive and negative evidence, we concluded that it is more likely than not that the domestic net deferred tax assets would be realized, and therefore, we released our domestic valuation allowance during the quarter ended March 31, 2012. We released approximately $23 million as part of the projected annual effective tax rate and released the remaining $24 million of the domestic valuation allowance as a discrete item in the quarter ended March 31, 2012. We maintain a valuation allowance against our foreign net deferred tax assets as we continue to conclude it not more likely than not that the foreign net deferred tax assets will be realized. We also maintain a partial valuation allowance against the domestic deferred tax assets acquired in the Allos business combination due to the fact that a substantial portion of Allos' deferred tax liabilities relate to indefinite lived In Process Research & Development costs which are not considered a source of income to support the realization of Allos' deferred tax assets. Realization of the balance of Allos' deferred tax assets continue to be primarily supported through our income projections.

We recognize excess tax benefits associated with share-based compensation to stockholders' equity only when realized. When assessing whether excess tax benefits relating to share-based compensation have been realized, we follow the with-and-without approach, excluding any indirect effects of the excess tax deductions. Under this approach, excess tax benefits related to share-based compensation are not deemed to be realized until after the utilization of all other tax benefits available to us.

We recognize the impact of a tax position in our financial statements only if that position is more likely than not of being sustained upon examination by taxing authorities, based on the technical merits of the position. Any interest and penalties related to uncertain tax positions will be reflected in income tax expense.

10. Mundipharma Agreements

As the result of Allos becoming our wholly owned subsidiary effective September 5, 2012, on a consolidated basis we assumed obligations under a strategic collaboration agreement with Mundipharma, or the Mundipharma Collaboration Agreement, pursuant to which we agreed to collaborate in the development of FOLOTYN according to a mutually agreed-upon development plan, as updated by the parties from time to time. Under the Mundipharma Collaboration Agreement, we retained full commercialization rights for FOLOTYN in the United States and Canada with Mundipharma having exclusive rights to commercialize FOLOTYN in all other countries in the world, or the Mundipharma territories.

On May 29, 2013 the Company and Mundipharma entered into an amendment to amend and restate the Collaboration Agreement, referred to as the Amended Collaboration Agreement in order to modify the scope of the licensed territory and the respective development obligations of the parties. As a result of the Amended Collaboration Agreement, Europe and Turkey were excluded from Mundipharma's commercialization territory, and royalty and milestone rates were modified. In addition, the Company received $7.0 million from Mundipharma. All other terms and conditions remained unchanged from the original collaboration agreement.

Pursuant to the Amended Collaboration Agreement, we may receive potential regulatory milestone payments of up to $16 million and commercial progress- and sales-dependent milestone payments of up to $107 million. All of these remaining potential milestone payments are not deemed to be substantive for accounting purposes and will be recognized when the appropriate revenue recognition criteria have been met. We will also receive tiered double digit royalties based on net sales of FOLOTYN within Mundipharma's licensed territories consistent with the terms of the original Collaboration Agreement.

The Company also entered into a separate supply agreement with Mundipharma Medical Company, an affiliate of Mundipharma, pursuant to which we have agreed to supply FOLOTYN for use in clinical trials for which Mundipharma bears operational responsibility and to support Mundipharma's commercial requirements. We refer to this as the Mundipharma Supply Agreement, and we refer to the Mundipharma Supply Agreement and the Amended Collaboration Agreement together as the Amended Mundipharma Agreements.

As part of the original Collaboration Agreement, we were obligated to perform research and development services related to jointly agreed-upon clinical development activities through approximately 2022, with cost sharing as discussed below. The Company recorded the fair value of the related deferred development cost obligation of $12.3 as of September 5, 2012, using the discounted cash flow method of the income approach.

In connection with the Amended Collaboration Agreement, the Company determined that the entire $7.0 million development payment from Mundipharma is allocable as arrangement consideration related to the research and development services obligation described above, resulting in an aggregate development cost liability of $18.7 million at June 30, 2013. The development cost liability includes assumptions about internal estimates of research and development personnel needed to perform the research and development services; and estimates of expected cash outflows to third parties for services and supplies for our projected clinical trial enrollment and patient treatment-related follow up time periods through approximately 2031. As with the Company's previous accounting for the development cost liability, the Company will reevaluate the measurement of this liability at each subsequent reporting date and record the change in measurement to research and development expense.

Under the original Collaboration Agreement, Mundipharma was initially responsible for 40% of the joint development costs incurred by the parties, which increased to 50% upon the later of (i) the calendar quarter of the first approval of FOLOTYN in the EU for relapsed or refractory PTCL or first-line PTCL, and (ii) the first calendar quarter in which the development cost differential equals or exceeds $15.0 million. The "development cost differential" was defined as the cumulative amount of joint development costs that Mundipharma would have incurred if it was responsible for 50% of the joint development costs rather than its initial 40% share. To the extent that this development cost differential did not meet or exceed $15.0 million by December 31, 2019, then the Company was obligated to pay Mundipharma the difference between $15.0 million and the amount of the development cost differential as of December 31, 2019. The Company recorded the joint development cost reimbursements received from Mundipharma as research and development in the statement of operations; and we record the full amount of our joint development costs as research and development expense. Research and development for the three and six months ended June 30, 2013 included $268,000 and $589,000, respectively, related to the 40% joint development cost reimbursement under the original Collaboration Agreement.

The Amended Collaboration Agreement eliminated the development cost differential computation requirement. Prospectively, the Company and Mundipharma will bear their own development costs. The Amended Collaboration Agreement required Spectrum to compute the remaining development cost differential amount which was $12,099 as of May 31, 2013. The Company determined that the remaining development cost differential liability pursuant to the Amended Collaboration Agreement was $18.7 million which is included in the Company's balance sheet at June 30, 2013. As a result of the amendment, Spectrum reevaluated the fair value measurement of the related contingent payment obligation and determined that its fair value was zero, as no remaining contingent obligation remained at May 29, 2013. Therefore, the Company recorded the difference between the carrying value and the new fair value of the related contingent payment obligation of $2.4 million at May 29, 2013 to research and development expense in the accompanying statement of operations.

As of June 30, 2013, accounts receivable related to the Mundipharma Agreements totaled $24,000. As of June 30, 2013 and December 31, 2012, deferred amounts related to the Mundipharma Agreements consisted of ($ in 000's):

	June 30, 2013	December 31, 2012
Deferred development cost liability	$ 3,251	$ 856
Deferred development cost liability, less current portion	15,400	11,377
Deferred payment contingency	—	2,287
	$18,651	$ 14,520

11. Commitments and Contingencies

Facility Lease

We sublease our principal executive office in Henderson, Nevada under a non cancelable operating lease expiring April 30, 2014. We also lease our research and development facility in Irvine, California under a non cancelable operating lease expiring June 30, 2016. Each lease agreement contains certain scheduled rent increases which are accounted for on a straight-line basis.

As part of our Irvine facility lease renewal in 2009, the landlord agreed to contribute up to approximately $1.5 million toward the cost of tenant improvements. The tenant improvements were completed in 2010 at an aggregate cost of approximately $1.4 million, of which, $451,000 is being financed. This landlord contribution is being amortized on a straight-line basis over the term of the lease as a reduction to rent expense. We also lease small administrative offices in Colorado, New Jersey, Westlake Village (California), Tokyo, Japan and Mumbai, India.

Licensing Agreements

We are developing almost all of our drug candidates pursuant to license agreements that provide us with rights in certain territories, among other things, to develop, sublicense, manufacture and sell the drugs. We are generally required to use commercially reasonable efforts to develop the drugs, and are generally responsible for all development, patent filing and maintenance, sales and marketing and liability insurance costs, and are generally contingently obligated to make milestone payments to the licensors if we successfully reach development and regulatory milestones specified in the license agreements. In addition, we are obligated to pay royalties and, in some cases, milestone payments based on net sales, if any, after marketing approval is obtained from regulatory authorities.

The potential contingent development and regulatory milestone obligations under all of our licensing agreements are generally tied to progress through the various regulatory authorities' approval process, which approval significantly depends on positive clinical trial results. The following items are typical of such milestone events: conclusion of Phase 2 or commencement of Phase 3 clinical trials; filing of new drug applications in each of the United States, Europe and Japan; and approvals from each of the regulatory agencies in those jurisdictions.

ZEVALIN licensing and development in the United States

In December 2008, we acquired rights to commercialize and develop ZEVALIN in the United States as the result of a transaction with Cell Therapeutics, Inc. ("CTI"). Pursuant to the transfer of the ZEVALIN assets from CTI to a joint venture, RIT Oncology LLC ("RIT"), in December 2008, RIT assumed certain agreements with various third parties related to ZEVALIN intellectual property. These currently effective agreements relate to the manufacture, use and sale of ZEVALIN in the United States and include (i) a license from Biogen, Idec, Inc. ("Biogen") (ii) a license-back to Biogen for limited uses including fulfillment of a supply obligation to CTI, (iii) a sublicense from Biogen to certain ZEVALIN patents held by Genentech, Inc., (iv) a sublicense from Biogen to certain ZEVALIN patents held by GlaxoSmithKline and Glaxo Group Limited, and (v) a sublicense from Biogen to certain ZEVALIN patents held by Corixa Corporation, Coulter Pharmaceutical, Inc., The Regents of the University of Michigan and GlaxoSmithKline.

In accordance with the terms of such agreements, RIT is required to meet specified payment obligations including a commercial milestone payment to Corixa Corporation of $5.0 million based on ZEVALIN sales in the United States, which has not been met as of June 30, 2013, as well as U.S. net sales-based royalties of low to mid-single digits to Genentech, Inc. and mid-single digits to Corixa Corporation. Such agreements generally continue until the last to expire of the licensed patents unless earlier terminated in accordance with the terms of the agreement for bankruptcy or material breaches that remain uncured. The patents that are subject to the agreements expire between 2014 and 2019.

Asset Purchase Agreement between CTI and Biogen, ZEVALIN U.S.

In connection with the joint venture arrangement with CTI, we entered into an amendment to the original asset purchase agreement between CTI and Biogen, referred to as the CTI/Biogen Agreement, modifying future milestone payments. Pursuant to the terms of the agreement, as amended, (i) upon the achievement of the specified FDA approval milestone, which was achieved in 2009, RIT (as successor to CTI) paid Biogen an additional amount of $5.5 million, (ii) RIT may be required to make an additional $10.0 million milestone payment upon the achievement of an additional FDA approval milestone, and (iii) RIT is required to make yearly royalty payments determined as a mid-single to mid-teen digits percentage of yearly net sales for the preceding year, increasing with the passage of time, with specific rates subject to confidential treatment pursuant to an order by the SEC. The agreement has an indefinite term and is no longer subject to termination; provided, however, that the royalty obligations automatically terminate upon the latest to occur of expiration of the subject patents, the sale by a third party of a biosimilar product in the U.S. or December 31, 2015. CTI's rights and obligations, including its payment obligations to Biogen for royalties on net sales of ZEVALIN and an additional regulatory milestone payment, under both the CTI/Biogen Agreement and the amendment were assigned to and assumed by RIT in connection with the closing of the joint venture transaction.

Supply Agreement between Biogen and CTI, ZEVALIN U.S.

In connection with the joint venture arrangement with CTI, we entered into an amendment to the original supply agreement between Biogen and CTI, referred to as the CTI/Biogen Supply Agreement, modifying certain of the pricing and manufacturing technology transfer terms contained in the CTI/Biogen Supply Agreement and also providing that the term of the agreement may be shortened in some instances in the event of a mid-term manufacturing technology transfer. There are no milestone or royalty payments required pursuant to this agreement. The term of the agreement is until the manufacturing technology transfer is complete. Either party may generally terminate this agreement due to a bankruptcy of the other party or due to such other party's material noncompliance with the agreement or certain other related agreements. CTI's rights and obligations, including its payment obligations to Biogen, under both the CTI/Biogen Supply Agreement and the amendment were assigned to and assumed by RIT in connection with the closing of the joint venture transaction.

License and Asset Purchase Agreement with Bayer Pharma, ZEVALIN Ex—U.S.

On April 1, 2012, through a subsidiary, Spectrum Pharmaceuticals Cayman, L.P., we completed the acquisition of licensing rights to market ZEVALIN outside of the U.S., referred to as the ZEVALIN Ex-US Rights, from Bayer Pharma AG, or Bayer. Pursuant to the terms of the agreement, Spectrum acquired all rights including marketing, selling, intellectual property and access to existing inventory of ZEVALIN from Bayer. We currently market ZEVALIN in the U.S. and this agreement expands our commercial efforts to the rest of the world. ZEVALIN is currently approved in more than 40 countries outside the U.S. for the treatment of B-cell non-Hodgkin lymphoma, including countries in Europe, Latin America and Asia. In consideration for the rights granted under the

agreement, concurrent with the closing, Spectrum paid Bayer a one-time fee of Euro 19 million or approximately USD $25.4 million, and will pay Bayer royalties based on a mid-teen digits percentage of net sales of the licensed products in all territories worldwide except the U.S., with specific rates subject to confidential treatment pursuant to an order by the SEC. Under the agreement, we also acquired access to existing inventory of ZEVALIN and concurrent with the closing, entered into certain ancillary agreements including but not limited to a transition services agreement to transition the business. Unless earlier terminated, the term of the agreement continues until the expiration of our royalty payment obligations which, in turn, run until the last-to-expire patent covering the sale of a licensed product in the relevant country or fifteen (15) years from the date of first commercial sale of the licensed product in such country, whichever is longer. This agreement may be terminated in the event of a material default, which is defined to include: (i) our failure to timely pay royalty payments under this agreement or payments under certain related agreements; (ii) our insolvency; and (iii) our breach and the resulting termination of an Amended and Restated License Agreement between Biogen and Bayer, dated as of January 16, 2012.

Amended and Restated License Agreement with Merck & Cie AG, FUSILEV.

In May 2006, we amended and restated a license agreement with Merck & Cie AG, a Swiss corporation, which we assumed in connection with the acquisition of the assets of Targent. Pursuant to the license agreement with Merck & Cie, we obtained the exclusive license to use regulatory filings related to FUSILEV and a non-exclusive license under certain patents and know-how related to FUSILEV to develop, make, and have made, use, sell and have sold FUSILEV in the field of oncology in North America. In addition, we have the right of first opportunity to negotiate an exclusive license to manufacture, have manufactured, use and sell FUSILEV products outside the field of oncology in North America. Also, under the terms of the license agreement, we paid Merck & Cie $100,000 for the achievement of FDA approval of an injectable form of FUSILEV. Merck & Cie is also eligible to receive a $200,000 payment upon achievement of FDA approval of an oral form of FUSILEV, in addition to royalties in the mid-single digits based on a percentage of net sales. The term of the license agreement is determined on a product-by-product and country-by-country basis until royalties are no longer owed under the license agreement. The license agreement expires in its entirety after the date that we no longer owe any royalties to Merck & Cie. We have the unilateral right to terminate the license agreement, in its entirety or on a product-by-product or country-by-country basis, at any time for any reason and either party may terminate the license agreement due to material breach of the terms of the license agreement by or insolvency of the other party.

Asset Purchase Agreement with Targent, Inc., FUSILEV

In March 2006, we entered into an Asset Purchase Agreement with Targent, Inc. (“Targent”). As part of the consideration for the purchase of certain assets, we agreed to pay milestone payments to Targent upon the achievement of certain regulatory events as well as for certain sales levels for FUSILEV within a calendar year. In connection with the achievement of the FDA approval milestone in April 2011, we issued an aggregate of 733,715 shares of common stock to certain of Targent’s stockholders, as directed by Targent. We capitalized $6.3 million associated with this milestone as intangible assets during 2011 which is being amortized over the estimated useful life of 8.7 years.

In addition, in connection with the achievement of the first sales milestone of $40 million in May 2011 we issued 577,367 shares of common stock to certain of Targent’s stockholders (which was equivalent value to approximately $5 million in cash), as directed by Targent. In September 2011, we achieved the second and final sales milestone of $100 million and paid $5 million in cash for an aggregate with the first sales milestone of $10.0 million. We capitalized the $10.0 million associated with these milestones as intangible assets. These intangible assets are being amortized over the estimated useful life of 8.6 years. As of December 2011, we have met all of the contractual milestones related to FUSILEV.

License Agreement with Sloan-Kettering Institute, SRI International and Southern Research Institute, FOLOTYN

In December 2002, Allos entered into the FOLOTYN License Agreement with Sloan-Kettering Institute for Cancer Research, SRI International and Southern Research Institute. As a result of Allos becoming our wholly owned subsidiary effective September 5, 2012, on a consolidated basis we are bound by the FOLOTYN License Agreement under which we obtained exclusive worldwide rights to a portfolio of patents and patent applications related to FOLOTYN and its uses. Under the terms of the FOLOTYN License Agreement, we are required to fund all development programs and will have sole responsibility for all commercialization activities. In addition, we pay the licensors royalties based on worldwide graduated annual levels of net sales of FOLOTYN, net of actual rebates, chargebacks and returns, or distributor sales, which may be different than our net product revenue recognized in accordance with U.S. generally accepted accounting principles, or GAAP, or sublicense revenues arising from sublicensing the product, if and when such sales or sublicenses occur. For purposes of the FOLOTYN License Agreement, annual worldwide sales consists of our distributor sales and annual net sales of FOLOTYN in the Mundipharma Territories, as reported to us under the Mundipharma Collaboration

Agreement, if and when such sales occur in the Mundipharma Territories. Royalties are 8% of annual worldwide sales up to $150.0 million; 9% of annual worldwide sales of $150.0 million through $300.0 million; and 11% of annual worldwide sales in excess of $300.0 million. For the six months ended June 30, 2013, our royalties were 8% of our net distributor sales. As of June 30, 2013, accrued royalties were $1.2 million and are included in accounts payable and accrued obligations on the consolidated balance sheet.

License Agreement with Cydex Pharmaceuticals, Inc., Captisol-enabled, Propyleneglycol-free Melphalan

See Note 2 above.

Exclusive Development and Commercialization Collaboration Agreement with Allergan, apaziquone

In October 2008, we signed an exclusive development and commercialization collaboration agreement with Allergan for apaziquone. Pursuant to the terms of the agreement, Allergan paid us an up-front non-refundable $41.5 million at closing and is obligated to make additional payments based on the achievement of certain development, regulatory and commercialization milestones. Under the terms of the original agreement, we were entitled to payment of $57.5 million and $245 million upon achievement of certain regulatory and commercialization milestones, respectively, of which $1.5 million has been achieved following completion of enrollment in clinical trials, per the terms of the license, development, supply and distribution agreement. Also, Allergan agreed to pay us tiered royalties starting in the mid-teens based on a percentage of net sales of apaziquone outside of the U.S. and Asia, which specific rates are subject to confidential treatment pursuant to an order by the SEC.

On January 29, 2013, we entered into a second amendment to the license, development, supply and distribution agreement with Allergan to amend the agreement and reacquire the rights originally licensed to Allergan in the U.S. Europe and other territories in exchange for a tiered single digit royalty on certain products containing Apaziquone, and relieved Allergan of its obligations for development, commercialization and other activities. As a result of the second amendment to the agreement with Allergan, Allergan has no remaining obligations to the Company and Spectrum has no remaining performance obligations to Allergan. However, the Company is obligated to pay Allergan a tiered single-digit royalty not to exceed mid-single digits based upon the net sales, when and if earned, of certain products containing Apaziquone in specified territories. Additionally, the Company is obligated to pay any royalties or other payments due to licensors of the Licensed Intellectual Property (as defined in the agreement) as well as to provide indemnification of Allergan for claims arising from the manufacture, development or commercialization of pharmaceutical products containing Apaziquone by the Company. We recognized $8.3 million, the remaining balance of deferred revenue related to this agreement, during the three months ended March 31, 2013 and six months ended June 30, 2013.

Collaboration Agreement with Nippon Kayaku Co. LTD., apaziquone

In November 2009, we entered into a collaboration agreement with Nippon Kayaku Co., LTD. (“Nippon Kayaku”) for the development and commercialization of apaziquone in Asia, except North and South Korea (the “Nippon Kayaku Territory”). In addition, Nippon Kayaku received exclusive rights to apaziquone for the treatment of non muscle invasive bladder cancer in Asia (other than North and South Korea), including Japan and China. Nippon Kayaku will conduct apaziquone clinical trials in the Nippon Kayaku Territory pursuant to a development plan. Further, Nippon Kayaku will be responsible for all expenses relating to the development and commercialization of apaziquone in the Nippon Kayaku Territory.

Pursuant to the terms of this agreement, Nippon Kayaku paid Spectrum an upfront fee of $15 million and is obligated to make additional payments based on the achievement of certain development, regulatory and commercialization milestones. Under the terms of the agreement, we are entitled to payment of $10 million and $126 million upon achievement of certain regulatory and commercialization milestones, respectively. Also, Nippon Kayaku has agreed to pay Spectrum royalties based on a percentage of net sales of the subject products in the defined territory in the mid-teen digits, which specific royalty rates are subject to confidential treatment pursuant to an order by the SEC. The agreement will remain in effect, on a country-by-country basis, until the expiration of the obligation of Nippon Kayaku to pay royalties on sales of the subject products in such country. Nippon Kayaku may terminate the agreement at its election upon nine months notice to Spectrum. Additionally, either party may terminate the agreement for an uncured material breach by the other party.

Our license agreement with Nippon Kayaku provides for payments to us upon the achievement of development milestones, such as the completion of clinical trials or regulatory submissions, approvals by health authorities, and commercial launches of drug candidates. Given the challenges inherent in developing and obtaining approval for drug products and in achieving commercial launches, there was substantial uncertainty whether any such milestones would be achieved at the time of execution of such license agreement. In addition, we continue to evaluate whether the development milestones, none of which have been achieved to date, meet the remaining criteria to be considered substantive. As a result of our analysis, we consider our development milestones under the Nippon Kayaku license agreement to be substantive and, accordingly, we expect to recognize as revenue future payments received from such milestones only if and as each milestone is achieved.

Licensing and Collaboration Agreement with TopoTarget, belinostat

In February 2010, we entered into a licensing and collaboration agreement with TopoTarget, for the development and commercialization of belinostat, pursuant to which we agreed to collaboration for the development and commercialization of

belinostat. The agreement provides that we have the exclusive right to make, develop and commercialize belinostat in North America and India, with an option for China. The agreement also grants TopoTarget a co-promote option if and only if we do not maintain a minimum number (subject to adjustment for certain events outside of our control) of field personnel (as defined in the agreement) for a certain number of years post-approval of the PTCL indication.

Under the terms of the agreement, all development, including studies, will be conducted under a joint development plan and in accordance with a mutually agreed upon target product profile provided that we have final decision-making authority for all developmental activities in North America and India (and China upon exercise of the option for China) and TopoTarget has final decision-making authority for all developmental activities in all other jurisdictions. We have agreed to assume all responsibility for and future costs of the ongoing registrational PTCL trial. We and TopoTarget will conduct future planned clinical trials pursuant to the joint development plan, of which we will fund 70% of the development costs and TopoTarget will fund 30% of the development costs. We and TopoTarget will each pay 50% of the costs for chemical, pharmaceutical and other process development related to the manufacturing of the product that are incurred with a mutually agreed upon budget in the joint development plan. TopoTarget is responsible for supplying us with both clinical and commercial product.

Pursuant to the terms of this agreement, Spectrum paid TopoTarget an upfront fee of $30 million. In addition, on the successful achievement of certain development, regulatory and sales milestones, none of which have been achieved to date, Spectrum is obligated to issue one million (1,000,000) shares of its common stock (subject to certain resale conditions) and pay TopoTarget up to $313 million. Also, Spectrum will pay TopoTarget royalties in the mid-teen digits based on net sales of the subject product in the defined territory, which specific royalty rates are subject to confidential treatment pursuant to an order by the SEC. None of such royalties have been earned or paid since inception of the agreement.

The agreement will continue until the expiration of the last royalty payment period in the last country in the defined territory with certain provisions surviving, unless earlier terminated in accordance with its terms. Spectrum may terminate the agreement at its election upon one hundred eighty (180) days notice to TopoTarget. Generally, Spectrum may also terminate immediately upon a prohibition on the use of the subject product or clinical hold by the FDA. TopoTarget may also terminate immediately in the event of a challenge (without TopoTarget's consent) by Spectrum of the patents that cover the product. Either party may terminate the agreement upon a bankruptcy by the other party, or in the event of an uncured material breach by the other party.

Co-Development and Commercialization Agreement with Hanmi Pharmaceutical Company, SPI-2012

In late January 2012, we entered into a co-development and commercialization agreement with Hanmi Pharmaceutical Company, ("Hanmi"), for SPI-2012, formerly known as "LAPS-GCSF", a drug for the treatment of chemotherapy induced neutropenia based on Hanmi's proprietary LAPSCOVERY™ Technology. In consideration for the rights granted to us under the co-development and commercialization agreement with Hanmi, we paid Hanmi a fee which is included in research and development expense in the accompanying condensed consolidated financial statements because the technology has not yet achieved regulatory approval. We expect to initiate Phase 2 trials in collaboration with Hanmi in 2013. Under the terms of the agreement, we will share the costs and expenses of the study although we will have primary responsibility for them. If SPI-2012 is ultimately commercialized by us, we will have worldwide rights except for Korea, China and Japan upon payment of fees and milestone payments related to further development, regulatory approvals and sales targets.

Service Agreements

In connection with the research and development of our drug products, we have entered into contracts with numerous third party service providers, such as radio-pharmacies, distributors, clinical trial centers, clinical research organizations, data monitoring centers, and with drug formulation, development and testing laboratories. The financial terms of these agreements are varied and generally obligate us to pay in stages, depending on achievement of certain events specified in the agreements, such as contract execution, reservation of service or production capacity, actual performance of service, or the successful accrual and dosing of patients.

At each period end, we accrue for all costs of goods and services received, with such accruals based on factors such as estimates of work performed, patient enrollment, completion of patient studies and other events. We are in a position to accelerate, slow-down or discontinue any or all of the projects that we are working on at any given point in time. Should we decide to discontinue and/or slow-down the work on any project, the associated costs for those projects would be limited to the extent of the work completed. Generally, we are able to terminate these contracts due to the discontinuance of the related project(s) and thus avoid paying for the services that have not yet been rendered and our future purchase obligations would reduce accordingly.

Supply Agreements

In connection with our acquisition of ZEVALIN, RIT assumed a supply agreement with Biogen Idec Inc., or Biogen, to manufacture ZEVALIN for sale in the U.S. pursuant to which we would purchase from Biogen, and Biogen would provide to us, kits to make ZEVALIN doses for sale to end-users in the U.S. at a "cost plus" manufacturing price. In connection with our acquisition of Captisol-enabled melphalan, we entered into a supply agreement with Ligand pursuant to which, subject to certain exceptions, we agreed to purchase our requirements of Captisol from Ligand.

Employment Agreement

We have entered into an employment agreement with Dr. Rajesh C. Shrotriya, our Chairman, President and Chief Executive Officer, which expires January 2, 2014. The employment agreement automatically renews for subsequent one-year calendar terms unless either party gives written notice of such party's intent not to renew the agreement at least 90 days prior to the commencement of the new term. The employment agreement requires Dr. Shrotriya to devote his full working time and effort to our business and affairs during the term of the agreement. The employment agreement provides for a minimum annual base salary with annual increases, periodic bonuses and option grants as determined by the Compensation Committee of our Board of Directors.

Litigation

Shareholder Litigation

John Perry v. Spectrum Pharmaceuticals, Inc. et al. (Filed March 14, 2013 in United States District Court, District of Nevada; Case Number 2:2013-cv-00433-LDG-CWH); Junqian Carroll v. Spectrum Pharmaceuticals, Inc. et al. (Filed March 22, 2013 in United States District Court, District of Nevada; Case Number 2:2013-cv-00498-RBJ-CF); Gary Santi v. Spectrum Pharmaceuticals, Inc. et al. (Filed March 22, 2013 in United States District Court, District of Nevada; Case Number 2:2013-cv-00502-LDG-CWH); William Skene v. Spectrum Pharmaceuticals, Inc. et al. (Filed April 10, 2013 in United States District Court, District of Nevada; Case Number 3:2013-cv-00175-RBJ-VPC); and Rubin v. Spectrum Pharmaceuticals, Inc. et al. (Filed April 24, 2013 in the United States District Court, District of Nevada; Case Number 3:2013-cv-00212-RCJ-VPC). These putative class actions raise substantially identical claims and allegations against defendants Spectrum Pharmaceuticals, Inc., Dr. Rajesh C. Shrotriya, Brett L. Scott, and Joseph Kenneth Keller. The alleged class period is August 8, 2012 to March 12, 2013. The lawsuits allege a violation of Section 10(b) of the Securities Exchange Act of 1934 against all defendants and control person liability, as a violation of Section 20(b) of the Securities Exchange Act of 1934, against the individual defendants. The claims purportedly stem from the Company's March 12, 2013 press release, in which it announced that it anticipated a change in ordering patterns of FUSILEV. The complaints allege that, as a result of the March 12, 2013 press release, the Company's stock price declined. The complaints further allege that during the putative class period certain defendants made misleadingly optimistic statements about FUSILEV sales, which inflated the trading price of Company stock. The lawsuits seek relief in the form of monetary damages, costs and fees, and any other equitable or injunctive relief that the court deems appropriate. The putative class action cases have been consolidated. Plaintiffs' counsel have filed motions for the appointment of a lead plaintiff and lead plaintiff's legal counsel. The motions are briefed. Plaintiffs' counsel represent that an amended complaint will be filed following the Court's decision on lead plaintiff and lead plaintiffs' legal counsel.

*Timothy Fik v. Rajesh C. Shrotriya, et al. (*Filed April 11, 2013 in United States District Court, District of Nevada; Case Number 2:2013-cv-00624-JCM-CWH); Christopher J. Watkins v. Rajesh C. Shrotriya, et al. (Filed April 22, 2013 in United States District Court, District of Nevada; Case Number 2:2013-cv-00684-JCM-VCF); and Stefan Muenchhagen v. Rajesh C. Shrotriya, et al. (Filed May 28, 2013 in United States District Court, District of Nevada; Case Number 2:2013-cv-00942-APG-PAL). These derivative complaints are brought by the respective purported shareholders on behalf of nominal plaintiff Spectrum Pharmaceuticals, Inc. against defendants Krishan K. Arora, Gilles Gagnon, Anton Gueth, Joseph Kenneth Keller, Stuart M Krassner, Luigi Lenaz, Anthony E. Maida, Brett L. Scott and Dr. Rajesh C. Shrotriya. The Fik and Watkins lawsuits allege six counts against all defendants: breach of fiduciary duty for disseminating false and misleading information; breach of fiduciary duty for failing to properly oversee and manage the company; unjust enrichment; abuse of control; gross mismanagement; and waste of corporate assets. The Fik and Watkins lawsuits also allege a seventh count for breach of fiduciary duties for insider selling and misappropriation of information against defendants Dr. Raj Shrotriya, Brett Scott, and Anthony Maida. The Muenchhagen lawsuit alleges five counts against all defendants: breach of fiduciary duty for disseminating false and misleading information; breach of fiduciary duty for failing to properly oversee and manage the company; abuse of control; gross mismanagement; and waste of corporate assets. The Muenchhagen lawsuit also alleges two counts against defendants Dr. Raj Shrotriya, Brett Scott, and Anthony Maida for unjust enrichment and for breach of fiduciary duties for insider selling and misappropriation of information. These substantially identical complaints allege that defendants knew or should have known that the Company's statements about future FUSILEV sales were misleadingly optimistic and that these statements inflated the trading price of Company stock. The complaints allege that, as a result of the March 12, 2013 press release, the Company's stock price declined. The complaints seek compensatory damages, corporate governance reforms, restitution and disgorgement of defendants' alleged profits, and costs and fees. The Fik and Watkins cases have been consolidated and stayed. The parties have submitted a notice to consolidate and stay the Muenchhagen case.

Hardik Kakadia v. Rajesh C. Shrotriya, et al. (Filed April 23, 2013 in the Eighth Judicial District Court of the State of Nevada in and for Clark County; Case Number A-13-680643-B); and Joel Besner v. Rajesh C. Shrotriya, et al. (Filed May 31, 2013 in the Eighth Judicial District Court of the State of Nevada in and for Clark County; Case Number A-13-682668-C). These derivative complaints are brought by the respective purported shareholders on behalf of nominal plaintiff Spectrum Pharmaceuticals, Inc. against defendants Krishan K. Arora, Gilles Gagnon, Anton Gueth, Joseph Kenneth Keller, Stuart M Krassner, Luigi Lenaz, Anthony E. Maida, Brett L. Scott and Dr. Rajesh C. Shrotriya. The Kakadia lawsuit alleges three counts against all defendants: breach of fiduciary duty; waste of corporate assets; and unjust enrichment. The Besner lawsuit alleges five counts against all defendants: breach

of fiduciary duty for disseminating false and misleading information; breach of fiduciary duty for failing to properly oversee and manage the company; abuse of control; gross mismanagement; and waste of corporate assets. The Besner lawsuit also alleges two counts against defendants Dr. Raj Shrotriya, Brett Scott, and Anthony Maida for unjust enrichment and for breach of fiduciary duties for insider selling and misappropriation of information. The complaints similarly allege that defendants knew or should have known that the Company's statements about future FUSILEV sales were misleadingly optimistic and that these statements inflated the trading price of Company stock. The complaints allege that, as a result of the March 12, 2013 press release, the Company's stock price declined. The complaints seek compensatory damages, corporate governance reforms, restitution and disgorgement of defendants' alleged profits, equitable and/or injunctive relief, and costs and fees. The cases have been consolidated and stayed.

SEC Subpoena

On April 1, 2013, the Company received a subpoena from the Securities and Exchange Commission (the "SEC") for documents pursuant to a formal order of investigation. The subpoena followed the Company's March 12, 2013 announcement that it anticipated a change in ordering patterns of FUSILEV. The Company is cooperating with the SEC investigation. The Company cannot predict when the SEC will conclude its investigation or the outcome of the investigation.

We are involved with various legal matters arising in the ordinary course of business. We make provisions for liabilities when it is both probable that a liability has been incurred and the amount of the loss can be reasonably estimated. Such provisions are reviewed at least quarterly and adjusted to reflect the impact of any settlement negotiations, judicial and administrative rulings, advice of legal counsel, and other information and events pertaining to a particular case. Litigation is inherently unpredictable. Although the ultimate resolution of these various matters cannot be determined at this time, we do not believe that such matters, individually or in the aggregate, will have a material adverse effect on our condensed consolidated results of operations, cash flows or financial condition.

12. Stockholder's Equity

Treasury Stock

On August 10, 2012, our Board of Directors authorized the repurchase of up to $100 million of our outstanding common stock through August 1, 2013. The previous authorization was for up to $25 million and covered the period through December 31, 2012. As of June 30, 2013 we have purchased an aggregate of $13.6 million, or 1,338,055 shares, all of which have been retired.

Warrant Activity

We have issued warrants to purchase shares of our common stock to investors as part of financing transactions, or in connection with services rendered by consultants. Our outstanding warrants expire on varying dates through June 2015. Below is a summary of warrant activity during the six months ended June 30, 2013:

	Common Stock Warrants	Weighted Average Exercise Price
Outstanding at December 31, 2012	395,000	$ 5.45
Granted	50,000	$ 7.51
Outstanding, at June 30, 2013	445,000	$ 5.68
Exercisable, at June 30, 2013	395,000	$ 5.45

Share-Based Compensation

We record share-based employee compensation expense for all equity-based programs, including stock options, restricted stock grants, 401(k) plan matching and our employee stock purchase plan. Total expense recorded for the three and six month periods ended June 30, 2013 and 2012 is as shown below:

	Three Months Ended June 30,		Six months Ended June 30,	
	2013	2012	2013	2012
	($ in '000's)			
Research and development	$ 485	$ 397	$1,159	$ 788
Selling, general and administrative	2,439	2,685	4,512	5,309
Total share based compensation expense	$2,924	$ 3,082	$5,671	$6,097

Stock Options

During the three and six month period ended June 30, 2013, the Compensation Committee of our Board of Directors granted stock options at exercise prices equal to or greater than the closing price of our common stock on the trading day prior to the grant date. The weighted average grant date fair value of stock options granted during the six month period ended June 30, 2013 and 2012 were estimated at approximately $8.71 and $7.57, respectively using the Black-Scholes option pricing model with the following assumptions:

	Six-months ended June 30,	
	2013	2012
Divided yield	0.00%	0.00%
Expected volatility	69.5%	72.1%
Risk free interest rate	0.35%	0.40%
Expected life (years)	4.95	4.50

Share based compensation expense is recognized only for those awards that are ultimately expected to vest, and we have applied a forfeiture rate to unvested awards for the purpose of calculating the compensation cost. These estimates will be reversed in future periods if actual forfeitures differ from our estimates.

During the three and six months ended June 30, 2013, our share-based charge in connection with the expensing of stock options was approximately $1.6 million and $3.0 million, respectively. During the three and six months ended June 30, 2012, our share-based compensation in connection with the expensing of stock options was approximately $1.3 million and $2.6 million, respectively.

As of June 30, 2013, there was approximately $12.2 million of unrecognized stock-based compensation cost related to stock options which we expect to recognize over a weighted average period of approximately 2.41 years.

Restricted Stock

The fair value of restricted stock awards is the grant date closing market price of our common stock, and is charged to expense over the period of vesting. These awards are subject to forfeiture to the extent that the recipient's service is terminated prior to the shares becoming vested.

During the three and six month periods ended June 30, 2013, the share-based charge in connection with the expensing of restricted stock awards was approximately $1.1 million and $2.0 million, respectively. During the three and six month periods ended June 30, 2012, the share-based compensation in connection with the expensing of restricted stock awards was approximately $1.3 million and $2.5 million, respectively.

As of June 30, 2013, there was approximately $6.7 million of unrecognized share-based compensation cost related to non-vested restricted stock awards, which is expected to be recognized over a weighted average period of approximately 2.67 years.

401(k) Plan Matching Contribution

During the six month period ended June 30, 2013, we issued 50,970 shares of common stock as our matching contribution of approximately $446,000 for 401(k) contributions made by our employees. During the six month period ended June 30, 2012, we issued 26,154 shares of common stock as our matching contribution of approximately $333,500 for 401(k) contributions made by our employees.

Employee Stock Purchase Plan

Effective July 2009, we adopted the 2009 Employee Stock Purchase Plan ("Purchase Plan"). The Purchase Plan provides our eligible employees with an incentive by providing a method whereby they may voluntarily purchase shares of our common stock upon terms described in the Purchase Plan. The Purchase Plan is designed to be operated on the basis of six consecutive month offering periods commencing January 1 and July 1 of each year. The Purchase Plan provides that eligible employees may authorize payroll deductions to purchase shares of our common stock at 85% of the fair market value of common stock on the first or last day of the applicable purchase period. A participant may purchase a maximum of 50,000 shares of common stock during a 6-month offering period, not to exceed $25,000 worth of stock on the offering date during each plan year. The Purchase Plan terminates in 2019.

A total of 5,000,000 shares of common stock are authorized for issuance under the Purchase Plan, and as of June 30, 2013, 420,046 shares have been issued under the Purchase Plan.

Common Stock Reserved for Future Issuances

As of June 30, 2013, approximately 16.3 million shares of our common stock, when fully vested, were issuable upon conversion or exercise of rights granted under prior financing arrangements, stock options and warrants, as follows:

Conversion of Series E preferred shares	40,000
Exercise of stock options	10,932,574
Exercise of warrants	445,000
Employee stock purchase plan shares reserved for issuance	4,579,954
Long-term retention and management incentive plan shares reserved for issuance	346,500
Total shares of common stock reserved for future issuances	16,344,028

13. Deferred Compensation Plan

On September 2, 2011, the Board of Directors approved the Spectrum Pharmaceuticals, Inc. Deferred Compensation Plan (the "Plan"). The Plan is intended to comply with the requirements of Section 409A of the Internal Revenue Code of 1986, as amended. The Plan is administered by the Compensation Committee of the board of directors, or a designee or designees of the Compensation Committee. The Plan is intended to be an unfunded plan which is maintained primarily to provide deferred compensation benefits for a select group of our employees including management, as selected by the Plan administrator (the "Participants"). Under the Plan, we provide the Participants with the opportunity to make annual elections to defer up to a specified amount or percentage of their eligible cash compensation, as established by the Plan administrator, and we have the option to make discretionary contributions. At June 30, 2013, deferrals and contributions totaling $3.2 million are included in other accrued obligations in the accompanying condensed consolidated balance sheet.

14. Gross to Net Product Sales

A reconciliation of gross to net product sales for the three and six months ended June 30, 2013 and 2012 is as follows:

	Three Months Ended June 30,		Six months Ended June 30,	
	2013	2012	2013	2012
	($ in '000's)			
Gross product sales	$ 57,521	$105,442	$100,494	$187,271
Government rebates and chargebacks	(20,364)	(29,824)	(31,083)	(49,273)
Data, distribution and GPO fees	(5,704)	(9,542)	(10,046)	(13,470)
Prompt pay discount	(13)	(1,447)	(105)	(2,606)
Product returns allowance	774	998	2,299	491
Net product sales	$ 32,212	$ 65,627	$ 61,559	$122,411

15. Subsequent Event

Talon Therapeutics Acquisition

On July 16, 2013, the Company entered into a Securities Purchase Agreement with Eagle Acquisition Merger Sub, Inc., a wholly-owned subsidiary of our company which we refer to herein as Acquisition Sub, and certain stockholders of Talon Therapeutics, Inc., or Talon, whereby, on July 17, 2013, Acquisition Sub purchased all of the shares of common stock of Talon owned by such stockholders, which represented approximately 89% of the outstanding shares of common stock of Talon. On July 16, 2013, we also entered into a Stock Purchase Agreement with Acquisition Sub and Talon, whereby, on July 17, 2013, Acquisition Sub purchased additional shares of common stock from Talon, resulting in Acquisition Sub's ownership of over 90% of the then outstanding shares of Talon's common stock. On July 17, 2013, Acquisition Sub consummated a "short form" merger with Talon in accordance with Delaware law in which Acquisition Sub merged with and into Talon, with Talon remaining as the surviving corporation and a wholly-owned subsidiary of the Company. Through the acquisition of Talon, we will gain worldwide rights to Marqibo, an FDA-approved drug that we believe complements our other hematology and oncology products.

In connection with the closing of the acquisition, Spectrum will pay Talon stockholders purchase consideration comprising of an aggregate upfront cash consideration of approximately $11.3 million and issued 3 million shares of its common stock (valued at $8.77 on NASDAQ on July 16, 2013 or approximately $26.3 million) in exchange for the cancellation of all of the outstanding indebtedness under Talon's credit facility. Talon stockholders will also receive contingent value rights (CVRs) in an aggregate of up to $195.0 million in future cash payments from Spectrum upon the achievement of certain one-time sales-based milestones for Marqibo® and an approval-based milestone for Menadione Topical Lotion upon satisfaction of the following specific milestones, of which there is no assurance that any may be achieved:

- $5,000,000 upon the achievement of net sales of Marqibo (vincristine sulfate liposome injection) in excess of $30,000,000 in any calendar year;
- $10,000,000 upon the achievement of net sales of Marqibo in excess of $60,000,000 in any calendar year
- $25,000,000 upon the achievement of net sales of Marqibo in excess of $100,000,000 in any calendar year
- $50,000,000 upon the achievement of net sales of Marqibo in excess of $200,000,000 in any calendar year
- $100,000,000 upon the achievement of net sales of Marqibo in excess of $400,000,000 in any calendar year
- $5,000,000 upon receipt of marketing authorization from the FDA regarding Menadione Topical Lotion

The CVRs have an estimated fair value of $6.5 million on the date of the acquisition and will not be publicly traded. The Company also entered into a Registration Rights Agreement pursuant to which we filed a registration statement for purpose of registering for resale under the Securities Act of all the shares of our common stock issued in connection with the cancellation of the indebtedness.

Consideration Transferred

The Talon acquisition purchase price was allocated to tangible and intangible assets acquired and liabilities assumed based upon their estimated fair value at the acquisition date. The following table summarizes the purchase price ($ in 000's):

Cash consideration	$11.3
Contingent value right	6.5
Spectrum shares of common stock	26.3
Total purchase consideration	$44.1

Fair Value Estimate of Assets Acquired and Liabilities Assumed

Under the purchase method of accounting, the total purchase consideration is allocated to Talon net tangible and intangible assets based on the preliminary estimated fair values as of the closing date. The excess of the purchase price over the fair value of assets acquired and liabilities assumed was allocated to goodwill. The goodwill acquired is not deductible for tax purposes. The following table summarizes the fair value of the net assets acquired as of July 17, 2013 ($ in 000's):

Cash and equivalents	$ 131
Inventory	611
Prepaid expenses and other current assets	602
Property and equipment	30
Identifiable intangible assets	46,300
Goodwill	20,606
Total assets acquired	68,280
Accounts payable & accrued liabilities	6,870
Contingent value rights	6,500
Deferred tax liability	17,300
Total liabilities assumed	30,670
Net assets acquired	$37,610

The acquired intangible assets consisted of in-process research and development for Marqibo for treatment of acute lymphoblastic leukemia ("ALL") and Marqibo for treatment of non-Hodgkin's lymphoma ("NHL") as follows in the table below ($ in 000's):

	Value of Intangible Assets Acquired	Weighted-Average Amortization Period
In-process research and development—Marqibo for ALL	$27,800	(1)
In-process research and development—Marqibo for NHL	18,500	(1)
Total identifiable intangible assets	$46,300	

(1) Acquired in-process research and development ("IPR&D") is an intangible asset classified as an indefinite-lived until the completion or abandonment of the associated R&D effort, and will be amortized over an estimated useful life to be determined at the date the project is completed. Intangible IPR&D is not amortized during the period that it is considered indefinite-lived but rather tested for impairment.

Purchase price adjustments recorded subsequent to the closing date of July 17, 2013 will affect the recorded amount of goodwill.

The fair value of the acquired in-process research and development intangible assets was estimated using the income approach. The income approach uses valuation techniques to convert future amounts to a single present amount (discounted). Our measurement is based on the value indicated by current market expectations about those future amounts. The fair value considered our estimates of future incremental earnings that may be achieved by the intangible assets.

Goodwill is calculated as the excess of the purchase consideration transferred over the net assets recognized and represents the future economic benefits arising from other assets acquired that could not be individually identified and separately recognized. Specifically, the goodwill recorded as part of the acquisition of Talon includes benefits that the Company believes will result from combining the operations of Talon with the operations of Spectrum and any intangible assets that do not qualify for separate recognition. The Talon acquisition will also allow us to gain additional expertise and intellectual property for the next generation of anti-cancer therapeutics, an expanded and complimentary product mix, and an assembled sales force, which we believe supports the amount of goodwill recognized. Goodwill is not amortized and is not deductible for tax purposes.

Deferred tax liability reflects taxes associated with the acquired in-process research and development assets recognized as part of the acquisition.

With respect to the acquisition discussed above, we believe the preliminary fair values assigned to the assets acquired and liabilities assumed were based upon reasonable assumptions. Actual adjustments will be based on analyses of fair values of identifiable intangible assets, which will be completed after Spectrum obtains a final third-party valuation, performs its own assessments and reviews all available data. The fair value estimates for the purchase price allocation may change if additional information becomes available and could have a material impact.

Proforma information for March 31, 2013 (the last period Talon reported earnings on Form 10-Q) and December 31, 2012 was filed on Form 8K-A on August 6, 2013. There are no Talon revenues and earnings included in the results of the Company for the three and six month period ending June 30, 2013.

ITEM 2. MANAGEMENT'S DISCUSSION AND ANALYSIS OF FINANCIAL CONDITION AND RESULTS OF OPERATIONS

Note Regarding Forward-Looking Statements

This Quarterly Report on Form 10-Q contains certain forward-looking statements within the meaning of Section 27A of the Securities Act of 1933, as amended, or the Securities Act, and Section 21E of the Securities Exchange Act of 1934, as amended, or the Exchange Act, in reliance upon the safe harbor provisions of the Private Securities Litigation Reform Act of 1995. Forward-looking statements include, without limitation, statements regarding our future product development activities and costs, the revenue potential (licensing, royalty and sales) of our products and product candidates, the success, safety and efficacy of our drug products, revenues, development timelines, product acquisitions, liquidity and capital resources and trends, and other statements containing forward-looking words, such as, "believes," "may," "could," "will," "expects," "intends," "estimates," "anticipates," "plans," "seeks," "continues," or the negative thereof or variation thereon or similar terminology (although not all forward-looking statements contain these words). Such forward-looking statements are based on the reasonable beliefs of our management as well as assumptions made by and information currently available to our management. Readers should not put undue reliance on these forward-looking statements. Forward-looking statements are inherently subject to risks and uncertainties, some of which cannot be predicted or quantified; therefore, our actual results may differ materially from those described in any forward-looking statements. Factors that might cause such a difference include, but are not limited to, those discussed in our periodic reports filed with the Securities and Exchange Commission, or the SEC, including our Annual Report on Form 10-K for the fiscal year ended December 31, 2012, as well as those discussed elsewhere in this Quarterly Report on Form 10-Q, and the following factors:

- our ability to successfully develop, obtain regulatory approval for and market our products;
- our ability to continue to grow sales revenue of our marketed products;
- risks associated with doing business internationally;
- our ability to generate and maintain sufficient cash resources to fund our business;
- our ability to enter into strategic alliances with partners for manufacturing, development and commercialization;
- efforts of our development partners;
- the ability of our manufacturing partners to meet our timelines;
- the ability to timely deliver product supplies to our customers;
- our ability to identify new product candidates and to successfully integrate those product candidates into our operations;
- the timing and/or results of pending or future clinical trials, and our reliance on contract research organizations;
- our ability to protect our intellectual property rights;
- competition in the marketplace for our drugs;
- delay in approval of our products or new indications for our products by the U.S. Food and Drug Administration, or the FDA;
- actions by the FDA and other regulatory agencies, including international agencies;
- securing positive reimbursement for our products;
- the impact of any product liability, or other litigation to which we are, or may become a party;
- the impact of legislative or regulatory reform of the healthcare industry and the impact of recently enacted healthcare reform legislation;
- the availability and price of acceptable raw materials and components from third-party suppliers, and their ability to meet our demands;
- our ability, and that of our suppliers, development partners, and manufacturing partners, to comply with laws, regulations and standards, and the application and interpretation of those laws, regulations and standards, that govern or affect the pharmaceutical and biotechnology industries, the non-compliance with which may delay or prevent the development, manufacturing, regulatory approvals and sale of our products;
- defending against claims relating to improper handling, storage or disposal of hazardous chemical, radioactive or biological materials which could be time consuming and expensive;
- our ability to maintain the services of our key executives and technical and sales and marketing personnel;
- the difficulty in predicting the timing or outcome of product development efforts and regulatory approvals; and
- demand and market acceptance for our approved products.

We do not plan to update any such forward-looking statements and expressly disclaim any duty to update the information contained in this report except as required by law.

You should read the following discussion of our financial condition and results of our operations in conjunction with the condensed consolidated financial statements and the notes to those financial statements included in Item I of Part 1 of this quarterly report and our audited consolidated financial statements and related notes for the year ended December 31, 2012 included in our Annual Report on Form 10-K filed with the SEC.

Business Outlook

We are a biotechnology company with fully integrated commercial and drug development operations with a primary focus in hematology and oncology. Our strategy is comprised of acquiring, developing and commercializing a broad and diverse pipeline of late-stage clinical and commercial products. In the United States, or the U.S., we market three oncology drugs, FUSILEV®, FOLOTYN® and ZEVALIN®, and also market ZEVALIN outside of the U.S. We have two drugs, apaziquone and belinostat, in late stage development along with a diversified pipeline of novel drug candidates. We have assembled an integrated in-house scientific team, including formulation development, clinical development, medical affairs, regulatory affairs, biostatistics and data management, and have established a commercial infrastructure for the marketing of our drug products. We also leverage the expertise of our worldwide partners to assist in the execution of our strategy. Apaziquone was studied in two large Phase 3 clinical trials for non-muscle invasive bladder cancer, or NMIBC, and is under strategic collaborations with Nippon Kayaku Co. Ltd., or Nippon Kayaku, and Handok Pharmaceuticals Co. Ltd., or Handok. Belinostat, is being studied in multiple indications including a Phase 2 registrational trial for relapsed or refractory peripheral T-cell lymphoma, or PTCL, and is under a strategic collaboration with TopoTarget A/S, or TopoTarget. FOLOTYN is being further developed under a collaboration agreement with Mundipharma International Corporation Limited, or Mundipharma.

Our business strategy is comprised of the following initiatives:

- ***Maximizing the growth potential of our marketed drugs, FUSILEV, FOLOTYN and ZEVALIN***. Our near-term outlook largely depends on sales and marketing successes for our three marketed drugs. For FUSILEV, we are working to expand usage in colorectal cancer. We launched FUSILEV in August 2008 and we were able to benefit from broad utilization in community clinics and hospitals and recognized a dramatic increase in sales beginning in the second half of 2010 due to a shortage of generic leucovorin. We cannot predict the duration and extent of shortages of generic leucovorin supplies, which may occur from time to time, or the extent of the impact varying generic leucovorin supplies may ultimately have on FUSILEV utilization. In April of 2011, we received two FDA approvals for FUSILEV. The first FDA approval was for the use of FUSILEV in combination with 5-fluorouracil in the palliative treatment of patients with advanced metastatic colorectal cancer. The second FDA approval was for a “Ready-To-Use” formulation, or RTU, of FUSILEV. We are now actively engaged in marketing FUSILEV for use in advanced metastatic colorectal cancer.

  We added FOLOTYN to our commercial drug portfolio with the acquisition of Allos Therapeutics, Inc., or Allos, in September 2012. FOLOTYN is a folate analogue metabolic inhibitor designed to accumulate preferentially in cancer cells. FOLOTYN targets the inhibition of dihydrofolate reductase, or DHFR, an enzyme critical in the folate pathway, thereby interfering with DNA and RNA synthesis and triggering cancer cell death. FOLOTYN can be delivered as a single agent, for which we currently have approval in the United States for the treatment of patients with relapsed or refractory peripheral T-cell lymphoma, or PTCL, and has the potential to be used in combination therapy regimens. We believe that FOLOTYN’s unique mechanism of action offers us the ability to target the drug for development in a variety of hematological malignancies and solid tumor indications, and for autoimmune diseases as well. FOLOTYN has been available for commercial sale in the United States since October 2009.

  For ZEVALIN, we continue to work on growing the ZEVALIN brand and are working to expand indications for use beyond follicular non-Hodkins lymphoma through additional trials. Effective April 2, 2012, with the acquisition of licensing rights from Bayer Pharma AG, we began the sales of ZEVALIN outside of the U.S. We have initiated and continue to build appropriate infrastructure and additional initiatives to facilitate broad customer reach and to address other market requirements, as appropriate, to expand utilization. We have formed a dedicated commercial organization comprised of highly experienced and motivated sales representatives, account managers, and a complement of other support marketing personnel to manage the sales and marketing of these drugs. In addition, our scientific department supports field activities through various MDs, PhDs and other medical science liaison personnel.

- ***Optimizing our development portfolio and maximizing the asset values of its components.*** While over the recent few years, we have evolved from a development-stage to a commercial-stage pharmaceutical company, we have maintained a highly focused development portfolio. Our strategy with regard to our development portfolio is to focus on late-stage drugs and to develop them safely and expeditiously to the point of regulatory approval. We plan to develop some of these drugs ourselves or with our subsidiaries and affiliates, or secure collaborations with third parties such that we are able to suitably monetize these assets. We have assembled a drug development infrastructure that is comprised of highly experienced and

motivated MDs, PhDs, clinical research associates and a complement of other support personnel to develop these drugs. In April 2012, we announced that the single instillation Phase 3 clinical trials for apaziquone did not meet their primary endpoint, however, the pooled data from the studies did show a statistically significant treatment effect. A meeting with the FDA was held in December 2012 to discuss the results from these clinical trials. Based on the discussions with the FDA, we understand that the FDA can accept the NDA filing with the current Phase III data and will likely convene an Advisory Committee meeting. Further, based on discussions with the FDA, we have agreed to conduct one additional Phase III study following consultation with the FDA on its design.

With regard to our anti-cancer drug belinostat, a novel HDAC inhibitor, we have to date opened more than 100 international sites in the study of relapsed refractory peripheral T Cell Lymphoma. We completed enrollment in this trial in September 2011, announced top line results in December 2012 and expect to file a NDA in 2013.

We have several other compounds in earlier stages of development in our portfolio. Based upon a criteria-based portfolio review, we are in the process of streamlining our pipeline drugs, allowing for greater focus and integration of our development and commercial goals.

- ***Expanding our pipeline of development stage and commercial drugs through business development activities.*** It is our goal to identify new strategic opportunities that will create strong synergies with our currently marketed drugs and identify and pursue partnerships for out-licensing certain of our drugs in development. To this end, we will continue to explore strategic collaborations as these relate to drugs that are either in clinical trials or are currently on the market. We believe that such opportunistic collaborations will provide synergies with respect to how we deploy our internal resources. In this regard, we intend to identify and secure drugs that have significant growth potential either through enhanced marketing and sales efforts or through pursuit of additional clinical development. As a result of our business development activities, we announced in March 2013 that we had gained global development and commercialization rights to Ligand Pharmaceuticals' Captisol-enabled®, propylene glycol-free (PG-free) melphalan. Captisol-enabled melphalan is currently in a pivotal trial for use as a conditioning treatment prior to autologous stem cell transplant for patients with multiple myeloma. We also announced the acquisition of Talon Therapeutics, Inc. as of July 17, 2013. Through this acquisition, we gained worldwide rights to Marqibo® (vincristine sulfate liposome injection) and Menadione Topical Lotion as described below.
- ***Managing our financial resources effectively.*** We remain committed to fiscal discipline, a policy which has allowed us to become well capitalized among our peers, despite a very challenging capital markets environment beginning in 2009 and continuing through 2013. This policy includes the pursuit of dilutive and non-dilutive funding options, prudent expense management, and the achievement of critical synergies within our operations in order to maintain a reasonable burn rate. Even with the continued build-up in operational infrastructure to facilitate the marketing of our three commercial drugs, we intend to be fiscally prudent in any expansion we undertake.

  In terms of revenue generation, we rely on sales from currently marketed drugs and intend to pursue out-licensing of select pipeline drugs in select territories, as discussed above. When appropriate, we may pursue other sources of financing, including dilutive and non-dilutive financing alternatives. While we are currently focused on advancing our key drug development programs, we anticipate that we will make regular determinations as to which other programs, if any, to pursue and how much funding to direct to each program on an ongoing basis, based on clinical success and commercial potential, including termination of our existing development programs, especially if we do not expect value to be realized from continued development.
- ***Further enhancing the organizational structure to meet our corporate objectives.*** We have highly experienced staff in pharmaceutical operations, clinical development, regulatory and commercial functions who previously held positions at both small to mid-size biotech companies, as well as large pharmaceutical companies. We have strengthened the ranks of our management team, and will continue to pursue talent on an opportunistic basis. Finally, we remain committed to running a lean and efficient organization, while effectively leveraging our critical resources.

Financial Condition

Liquidity and Capital Resources

Our cumulative losses, since inception in 1987 through June 30, 2013, are approximately $193.3 million. We remain dependent upon revenues from our three commercial drugs, specifically FUSILEV, FOLOTYN and ZEVALIN. Our long-term strategy is to continue to generate profits from the sale and licensing of our drug products.

While we believe that the approximately $127.9 million in cash, equivalents and investments, which includes long term marketable securities we had available on June 30, 2013 will allow us to fund our current planned operations for at least the next twelve to eighteen months, we may seek to obtain additional capital through the sale of debt or equity securities, if necessary, especially in conjunction with opportunistic acquisitions or licensing arrangements. We may be unable to obtain such additional capital when needed, or on terms favorable to us or our stockholders, if at all. If we raise additional funds by issuing equity securities, the percentage ownership of our stockholders will be reduced, stockholders may experience additional dilution or such equity

securities may provide for rights, preferences or privileges senior to those of the holders of our common stock. If additional funds are raised through the issuance of debt securities, the terms of such securities may place restrictions on our ability to operate our business. If and when appropriate, just as we have done in the past, we may pursue non-dilutive financing alternatives as well. On September 5, 2012, we entered into a credit agreement with Bank of America and Wells Fargo Bank for a $75.0 million revolving line of credit, which was reduced to $50 million on July 16, 2013 in connection with our acquisition of Talon and which can be increased up to $100.0 million, subject to meeting certain customary conditions and obtaining commitments for such increase from the lenders (See Note 5). As of June 30, 2013, $50.0 million has been drawn down on the revolving line of credit and we were in compliance with all financial covenants.

Net Cash Provided by Operating Activities

Net cash provided by operating activities was $3.4 million for the six months ended June 30, 2013, which includes a net loss in the period of $13.0 million adjusted for net non-cash credits of $3.4 million, of which $8.3 million of the $10.3 million of amortization of deferred revenue relates to the amendment of our collaboration agreement with Allergan, $6.0 million for a deferred income tax benefit offset by $6.6 million of depreciation and amortization, $5.7 million for stock-based compensation, $654,000 for foreign currency translation and $1.0 million for the provision for inventory obsolescence. These non-cash items were offset primarily by provisions for cash by a $39.7 million decrease in accounts receivable and a $12.3 million reduction in accounts payable and accrued obligations both of which were due to timing.

Net Cash Used in Investing Activities

Net cash used in investing activities of $3.1 million in the first six months of 2013 was due to the $3.0 million payment for the Melphalan license as described in Note 2 and the $127,000 purchase of property and equipment.

Net Cash (Used In) Provided By Financing Activities

Net cash (used in) provided by financing activities of $18.7 million for the six months ended June 30, 2013, primarily relates to the $25.0 million net repayment of the line of credit, $1.7 million purchase of treasury stock which was retired, the $410,000 repurchase of shares to satisfy minimum tax withholding for the vesting of restricted stock which was partially offset by $7.0 million in proceeds as a result of the Munidpharma contract amendment and $1.1 million in proceeds from the issuance of common stock as a result of the exercise of stock options.

Results of Operations

Three months ended June 30, 2013 and 2012

Total Revenues. A summary of our total revenues is as follows:

	Three months ended June 30,		$ Change	% Change
	2013	2012		
	($ in millions)			
Product sales, net:				
FUSILEV	$ 12.9	$ 56.6	$ (43.7)	(77.3)%
FOLOTYN	12.5	—	12.5	n/a
ZEVALIN	6.8	9.0	(2.2)	(24.5)%
	$ 32.2	$ 65.6	$ (33.4)	(50.9)%
License and contract revenue	1.0	3.1	2.1	(63.9)%
Total revenues	$ 33.2	$ 68.7	$ (35.5)	(51.5)%

FUSILEV revenues decreased for the three months ended June 30, 2013 compared to the same period in 2012, primarily due to a change in buying patterns of wholesalers, a lower net price and to a lesser extent a decrease in underlying demand. Government rebates and chargebacks as a percentage of gross sales increased by 7.1% as compared to the same period in 2012 which was driven primarily by a change in customer mix and to a lesser extent a refinement to our methodology to estimate rebate claims remaining in channel inventory. The Company does not expect that this level of government rebates and chargebacks will continue in the second half of the year. For the three months ended June 30, 2013, we reduced the FUSILEV product returns reserve by $646,000. Actual product returns for the three months ended June 30, 2013 were less than estimated returns which resulted in a reduction to our estimated return rate for products which may be eligible for return. ZEVALIN revenues for the three months ended June 30, 2013 were 24.5% less than the same period in 2012. Beginning in the second quarter of 2013, we terminated the Bayer transition services agreement and transitioned to a sales distribution model in Europe which we expect may negatively impact sales until this transition is complete.

Gross product revenues are reduced by estimated provisions for product returns, sales discounts and rebates, distribution and data fees, and estimates for chargeback's established at the time revenues are recognized to arrive at product sales, net. Management considers various factors in determination of such provisions, which are described more in detail below. Product sales, net may vary from quarter to quarter based on customer mix and whether said customers are entitled to government mandated pricing which will be reflected in chargeback deductions from revenue.

During the three months ended June 30, 2013 and 2012, licensing revenues decreased $2.1 million due to the amendment of the Allergan agreement and reacquisition of licensing rights as described in Note 11 in the condensed consolidated financial statements.

Operating Costs and Expenses

Our operating costs and expenses are summarized in the following table:

	Three months ended June 30,		$ Change	% Change
	2013	2012		
	($ in millions)			
Operating costs and expenses:				
Cost of product sales (excludes amortization of purchased intangibles)	$ 7.3	$ 11.6	$ (4.3)	(37.2)%
Selling, general and administrative	22.6	23.3	(0.7)	(3.1)%
Research and development	10.5	9.6	0.9	9.6%
Amortization and impairment of purchased intangible assets	3.4	1.6	1.8	106.1%
Total operating costs and expenses	$ 43.8	$ 46.1	$ (2.3)	(5.1)%
Other income (expense), net	(0.2)	(1.5)	1.3	(89.2%)

Cost of Product Sales. The overall decrease in total cost of sales relates primarily to a decrease in product revenues which was partially offset by an increase of $58,000 for inventory reserves.

Selling, General and Administrative. Selling, general and administrative expenses decreased primarily due to:

- $1.0 million increase in marketing expenses, of which $632,000 to promote FOLOTYN and $383,000 to promote ZEVALIN outside the U.S.
- $1.0 million increase in professional fees which include legal fees for patents and trademarks, audit and tax services.
- $686,000 increase in legal and professional fees related to the Talon acquisition.
- $496,000 increase in commercial costs related to sales of ZEVALIN outside the U.S.
- $436,000 increase in legal and professional fees related to the shareholder lawsuit and patent litigation.
- $213,000 increase in computer software and services.
- $146,000 increase in rent and utilities due to the addition of the Japan, Colorado, New Jersey and Westlake Village (California) offices.

These increases were partially offset by:

- $3.2 million reduction in legal and professional fees related to the Allos tender offer and the Bayer agreement licensing rights to market ZEVALIN outside the U.S.

Research and Development. Research and development expenses increased as a result of the inclusion of Allos in the financial statements and is primarily due to:

- $1.8 million decrease in the reimbursement of expenses compared to the same period in 2012 primarily due to the amendment of the Allergan agreement in the first quarter of 2013.
- $539,000 increase in continuing medical education grants.
- $710,000 increase in consulting, compensation and associated benefits.

These increases were partially offset by:

- $2.4 million write off of deferred payment contingency as a result of the amendment to the Mundipharma agreement.

Amortization and Impairment of Purchased Intangibles. The non-cash amortization and impairment of purchased intangibles increased $1.8 million during the three months ended June 30, 2013, of which, $1.0 million is due to the impairment of the Allos intangible as a result of the Mundipharma contract amendment in May 2013. The remaining amount is due to the amortization of intangibles from the acquisition of ZEVALIN Ex. U.S. Rights and the amortization of intangibles recognized from the acquisition of Allos.

Other Income (Expense), net. Other net income (expense), net increased primarily due to a $505,000 increase in interest expense in connection with the revolving line of credit which was partially offset by foreign currency gains. In the current economic environment, our principal investment objective is preservation of capital. Accordingly, for the foreseeable future we expect to earn minimal interest yields on our investments, until such time as the credit markets recover.

	Three months ended June 30,			
	2013	2012	$ Change	% Change
	($ in millions)			
Benefit (provision) for income taxes	0.5	(3.0)	3.5	(117.6%)

Benefit (Provision) for Income Taxes. As a result of our year-to-date operating loss, we recorded a benefit for income taxes of $524,000 for the three months ended June 30, 2013. For the three months ended June 30, 2012, we recorded a provision of $3.0 million primarily as a result of generating $21.0 million in operating profits. The release of the valuation allowance in 2012 was due to a change in judgment regarding the expected realization of our domestic deferred tax assets after considering positive and negative evidence which existed as of the quarter ended March 31, 2012.

We maintain a valuation allowance against our foreign net deferred tax assets as we continue to conclude it is not more likely than not that the foreign net deferred tax assets will be realized. We also maintain a partial valuation allowance against the domestic deferred tax assets acquired in the Allos business combination due to the fact that a substantial portion of Allos' deferred tax liabilities relate to indefinite lived In Process Research & Development costs which were not considered a source of income to support the realization of Allos' deferred tax assets. Realization of the balance of Allos' deferred tax assets continue to be primarily supported through our income projections.

Our effective tax before discrete items was approximately 4.6% and 35.0% for the three months ended June 30, 2013 and 2012, respectively. The effective tax rate for 2013 is below the statutory rate principally as a result of losses in foreign jurisdictions for which no benefit can be realized and deductions that are permanently disallowed for tax purposes.

The American Taxpayer Relief Act of 2012 was enacted on January 2, 2013 and retroactively reinstated the U.S. R&D tax credit to January 1, 2012. During the quarter ended March 31, 2013 we recognized $596,000 as a discrete tax benefit due to the retroactive reinstatement of the U.S. R&D tax credit for 2012.

Six months ended June 30, 2013 and 2012

Total Revenues. A summary of our total revenues is as follows:

	Six months ended June 30,			
	2013	2012	$ Change	% Change
	($ in millions)			
Product sales, net:				
FUSILEV	$ 24.7	$ 107.8	$ (83.1)	(77.1)%
FOLOTYN	22.5	—	22.5	n/a
ZEVALIN	14.4	14.6	(0.2)	(1.8)%
	$ 61.6	$ 122.4	$ (60.8)	(49.7)%
License and contract revenue	10.3	6.2	4.1	68.1%
Total revenues	$ 71.9	$ 128.6	$ (56.7)	(44.1)%

FUSILEV revenues decreased for the six months ended June 30, 2013 compared to the same period in 2012, primarily due to a change in buying patterns of wholesalers, a lower net price partially offset by an increase in the underlying demand. Government rebates and chargebacks as a percentage of gross sales increased by 4.6% as compared to the same period in 2012 which was driven primarily by a change in customer mix and to a lesser extent a refinement to our methodology to estimate rebate claims remaining in channel inventory. The Company does not expect that this level of government rebates and chargebacks will continue in the

second half of the year. For the six months ended June 30, 2013, we reduced the FUSILEV product returns reserve by $2.1 million. Actual product returns through June 30, 2013 were less than estimated returns which resulted in a reduction to our estimated sales return rate for products which may be eligible for return. ZEVALIN revenues for the six months ended June 30, 2013 were consistent with the same period in 2012. Beginning in the second quarter of 2013, we terminated the Bayer transition services agreement and transitioned to a sales distribution model in Europe which may negatively impact sales until this transition is complete.

Gross product revenues are reduced by estimated provisions for product returns, sales discounts and rebates, distribution and data fees, and estimates for chargeback's established at the time revenues are recognized to arrive at product sales, net. Management considers various factors in determination of such provisions, which are described more in detail below. Product sales, net may vary from quarter to quarter based on customer mix and whether said customers are entitled to government mandated pricing which will be reflected in chargeback deductions from revenue.

During the six months ended June 30, 2013 and 2012, we also recognized approximately $10.3 million and $6.2 million of licensing revenues from the amortization of a $41.5 million upfront payment we received from Allergan in 2008, and $16.0 million upfront payment we received from Nippon Kayaku and Handok in the first quarter of 2010. Of the approximately $10.3 million recognized in 2013, we recognized $8.3 million of licensing revenues from Allergan in connection with the amendment of the agreement and reacquisition of licensing rights as described in Note 11 to the condensed consolidated financial statements.

Operating Costs and Expenses

Our operating costs and expenses are summarized in the following table:

	Six months ended June 30,		$ Change	% Change
	2013	2012		
	($ in millions)			
Operating costs and expenses:				
Cost of product sales (excludes amortization of purchased intangibles)	$ 14.0	$ 20.2	$ (6.2)	(30.6)%
Selling, general and administrative	45.0	41.6	3.4	8.1%
Research and development	22.5	18.5	4.0	21.7%
Amortization and impairment of purchased intangible assets	5.7	2.6	3.1	123.7%
Total operating costs and expenses	$ 87.2	$ 82.9	$ 4.3	5.2%
Other income (expense), net	(1.5)	(1.4)	(0.1)	(8.2%)

Cost of Product Sales. The overall decrease in total cost of sales relates primarily to a decrease in product revenues which was partially offset by an increase of $604,000 for excess inventory.

Selling, General and Administrative. Selling, general and administrative expenses increased as a result of the inclusion of Allos in the financial statements and is primarily due to:

- $1.1 million increase in compensation and associated benefits, which is mainly attributable to general and administrative expenses as a result of the addition of higher level management and the inclusion of personnel for Allos and personnel in Japan, and also includes a $363,000 increase in recruitment fees.
- $1.1 million increase in commercial costs related to sales of ZEVALIN outside the U.S.
- $1.6 million increase in marketing expenses to promote FOLOTYN.
- $1.7 million increase in professional fees which include legal for patents and trademarks, audit and tax services.
- $1.2 million increase in legal and professional fees related to the shareholder lawsuit and patent litigation.
- $686,000 increase in legal and professional fees related to the Talon acquisition.
- $518,000 increase in computer software and services.
- $374,000 increase in rent and utilities due to the addition of the Japan, Colorado, New Jersey and Westlake Village (California) offices.

These increases were partially offset by:

- $797,000 decrease in non-cash stock compensation expense primarily related to the management incentive plan expenses.
- $4.1 million reduction in legal and professional fees related to the Allos tender offer and the Bayer agreement licensing rights to market ZEVALIN outside the U.S.

We expect that sales and marketing activities, and therefore, selling, general and administrative expenses will remain approximately the same over the remainder of 2013.

Research and Development. Research and development expenses increased as a result of the inclusion of Allos in the financial statements and is primarily due to:

- $4.9 million decrease in the reimbursement of expenses compared to the same period in 2012 primarily due to the amendment of the Allergan agreement in the first quarter of 2013.
- $543,000 increase in continuing medical education grants
- $1.1 million increase in consulting, compensation and associated benefits

These increases were partially offset by:

- $2.4 million write off of deferred payment contingency as a result of the amendment to the Mundipharma agreement.

We expect research and development expenses to remain approximately the same for the remainder of the 2013, excluding the cost of in-licensing or acquisitions of additional drugs, if any.

Amortization and Impairment of Purchased Intangibles. The non-cash amortization and impairment of purchased intangibles increased $3.2 million during the six months ended June 30, 2013, of which $1.0 million is due to the impairment of the Allos intangible as a result of the Mundipharma contract amendment in May 2013. The remaining amount is due to the amortization of intangibles from the acquisition of ZEVALIN Ex. U.S. Rights and the amortization of intangibles recognized from the acquisition of Allos.

Other Income (Expense), net. Other net income (expense), net increased primarily due to a $928,000 increase in interest expense in connection with the revolving line of credit which was partially offset by a decrease in foreign currency losses. In the current economic environment, our principal investment objective is preservation of capital. Accordingly, for the foreseeable future we expect to earn minimal interest yields on our investments, until such time as the credit markets recover.

	Six months ended June 30,			
	2013	2012	$ Change	% Change
	($ in millions)			
Benefit for income taxes	3.9	20.3	16.4	(81.0%)

Benefit for Income Taxes. As a result of our year-to-date operating loss, we recorded a benefit for income taxes of $3.9 million for the six months ended June 30, 2013. For the six months ended June 30, 2012, we recorded a tax benefit of $20.3 million primarily as a result of the releasing $24 million of valuation allowance on domestic deferred tax assets as of January 1, 2012 as a discrete tax adjustment.

The release of the valuation allowance in 2012 was due to a change in judgment regarding the expected realization of our domestic deferred tax assets after considering positive and negative evidence which existed as of the quarter ended March 31, 2012. We maintain a valuation allowance against our foreign net deferred tax assets as we continue to conclude it is not more likely than not that the foreign net deferred tax assets will be realized. We also maintain a partial valuation allowance against the domestic deferred tax assets acquired in the Allos business combination due to the fact that a substantial portion of Allos' deferred tax liabilities relate to indefinite lived In Process Research & Development costs which were not considered a source of income to support the realization of Allos' deferred tax assets. Realization of the balance of Allos' deferred tax assets continue to be primarily supported through our income projections.

Our effective tax rate before discrete items was approximately 19.6% and 20.8% for the six months ended June 30, 2013 and 2012, respectively. The effective tax rate for 2013 is below the statutory rate principally as a result of losses in foreign jurisdictions for which no benefit can be realized and deductions that are permanently disallowed for tax purposes. The lower effective tax rate in 2012 is principally due to the tax benefit realized as a result of the release of a portion of our domestic valuation allowance as of January 1, 2012 against 2012 earnings.

The American Taxpayer Relief Act of 2012 was enacted on January 2, 2013 and retroactively reinstated the U.S. R&D tax credit to January 1, 2012. During the six months ended June 30, 2013 we recognized $596,000 as a discrete tax benefit due to the retroactive reinstatement of the U.S. R&D tax credit for 2012.

Nature of Each Accrual That Reduces Gross Revenue to Net Revenue

Provisions for government rebates, commercial rebates, chargebacks, data and distribution product returns, sales discounts and rebates and estimates for chargebacks are established as a reduction of product sales revenue at the time revenues are recognized. We consider various factors in determining such provisions. Such estimated amounts are deducted from our gross sales to determine our net revenues. Provisions for rebates, chargebacks, data and distribution fees, GPO fees, prompt pay discount and returns are classified as part of our accrued obligations. Changes in our estimates, if any, are recorded in the statements of operations in the period the change is determined. If we materially over or under estimate the amount, there could be a material impact on our condensed consolidated financial statements.

For the six months ended June 30, 2013 and 2012, the following is a roll forward of the reductions to revenue:

	Rebates and Chargebacks	Data and Distribution and GPO Fees	Prompt Pay Discount	Returns	Total
			($ in '000's)		
Period ended June 30, 2013:					
Balances at beginning of the period	$ 26,176	$ 14,149	$ 1,451	$ 5,056	$ 46,832
Add: provisions (recovery):	31,083	10,046	105	(2,299)	38,935
Less: Credits or actual allowances:	(27,204)	(15,374)	(1,221)	(107)	(43,906)
Balances at the close of the period	$ 30,055	$ 8,821	$ 335	$ 2,650	$ 41,861
Period ended June 30, 2012:					
Balances at beginning of period	$ 9,064	$ 9,808	$ 992	$ 4,000	$ 23,864
Add: provisions (recovery):	49,273	13,470	2,606	(491)	64,858
Less: Credits or actual allowances:	(31,755)	(9,615)	(2,420)	(9)	(43,799)
Balances at the close of the period	$ 26,582	$ 13,663	$ 1,178	$ 3,500	$ 44,923

Amounts recorded as reductions to revenue on our condensed consolidated balance sheets for 2013 and 2012 are reflected in the table above. The basis and methods of estimating these reductions, used by management, are more fully described in "Critical Accounting Policies, Estimates and Assumptions" in our Annual Report on Form 10-K for the year ended December 31, 2012.

Off-Balance Sheet Arrangements

Since inception, we have not engaged in material off-balance sheet activities, including the use of structured finance, special purpose entities or variable interest entities.

Critical Accounting Policies and Estimates

Our condensed consolidated financial statements are prepared in accordance with GAAP. These accounting principles require us to make certain estimates, judgments and assumptions. We believe that the estimates, judgments and assumptions upon which we rely are reasonable based upon information available to us at the time that these estimates, judgments and assumptions are made. These estimates, judgments and assumptions can affect the reported amounts of assets and liabilities as of the date of the financial statements as well as the reported amounts of revenues and expenses during the periods presented. To the extent there are material differences between these estimates, judgments or assumptions and actual results, our financial statements will be affected. The accounting policies that reflect our more significant estimates, judgments and assumptions and which we believe are the most critical to aid in fully understanding and evaluating our reported financial results include the following:

- Revenue recognition
- Fair value of acquired assets
- Research and development
- Fair value measurements
- Amortization and impairment of intangible assets
- Share-based compensation

During the three months ended June 30, 2013, there were no significant changes in our critical accounting policies and estimates. Please refer to Management's Discussion and Analysis of Financial Condition and Results of Operations contained in Part II, Item 7 of our Annual Report on Form 10-K for the year ended December 31, 2012 for a more complete discussion of our critical accounting policies and estimates.

ITEM 3. QUANTITATIVE AND QUALITATIVE DISCLOSURES ABOUT MARKET RISK

In the normal course of business, our operations are exposed to risks associated with fluctuations in interest rates and foreign currency exchange rates.

The primary objective of our investment activities is to preserve capital, while at the same time maximizing yields without significantly increasing risk. We do not utilize hedging contracts or similar instruments.

We are exposed to certain market risks. Our primary exposures relate to (1) interest rate risk on our investment portfolio, (2) credit risk of the companies' bonds in which we invest, (3) interest rate risk on borrowings under the Credit Facility, (4) general credit market risks as have existed since late 2007 and (5) the financial viability of the institutions which hold our capital and through which we have invested our funds. We manage such risks on our investment portfolio by investing in highly liquid, highly rated instruments and not investing in long-term maturity instruments.

In response to the dislocation in the credit markets since the latter part of 2007, in early 2008 we converted substantially all of our investments, including all of our market auction debt securities, into highly liquid and safe instruments. Our investments, as of June 30, 2013 and 2012, were primarily in money market accounts, short-term corporate bonds, certificates of deposit, U.S. Treasury bills and U.S. Treasury-backed securities. We believe the financial institutions through which we have invested our funds are strong and well capitalized and our instruments are held in accounts segregated from the assets of the institutions. However, due to the current extremely volatile financial and credit markets and liquidity crunch faced by many banking institutions, the financial viability of these institutions, and the safety and liquidity of our funds are being constantly monitored. Because of our ability to generally redeem these investments at par on short notice and without penalty, we believe that changes in interest rates would have an immaterial effect on the fair value of these investments. If a 10% change in interest rates were to have occurred on June 30, 2013 or 2012, any decline in the fair value of our investments or increase in our obligations under our credit agreement (described below) would not be material in the context of our condensed consolidated financial statements. In addition, we are exposed to certain market risks associated with credit ratings of corporations whose corporate bonds we may purchase from time to time. If these companies were to experience a significant detrimental change in their credit ratings, the fair market value of such corporate bonds may significantly decrease. If these companies were to default on these corporate bonds, we may lose part or all of our principal. We believe that we effectively manage this market risk by diversifying our investments and investing in highly rated securities.

In addition, we are exposed to foreign currency exchange rate fluctuations relating to payments we make to vendors, suppliers and license partners using foreign currencies.

In connection with our acquisition of Allos Therapeutics, Inc. in September 2012, we entered into a credit agreement with Bank of America, N.A. as the administrative agent and Wells Fargo Bank, N.A. as an initial lender for a $75 million revolving line of credit. This line of credit was reduced to $50 million on July 16, 2013 in connection with our acquisition of Talon Therapeutics. Inc. and can be increased to $100 million, subject to meeting certain customary conditions and obtaining commitments for such increase from our lenders. The credit agreement contains certain financial covenants and expires on September 5, 2014.

ITEM 4. CONTROLS AND PROCEDURES

We have established disclosure controls and procedures (as such terms are defined in Rules 13a-15(e) and 15d-15(e) under the Exchange Act, that are designed to ensure that information required to be disclosed in our Exchange Act reports is recorded, processed, summarized and reported within the time periods specified in the SEC's rules and forms, and that such information is accumulated and communicated to our management, including our Chief Executive Officer (our principal executive officer) and Acting Chief Financial Officer (our principal financial officer), as appropriate, to allow for timely decisions regarding required disclosure. In designing and evaluating the disclosure controls and procedures, our management is required to apply its judgment in evaluating the cost-benefit relationship of possible controls and procedures. Our disclosure controls and procedures are designed to provide a reasonable level of assurance of reaching our desired disclosure control objectives.

As required by Exchange Act Rule 13a-15(b), we carried out an evaluation, under the supervision and with the participation of our management, including our Chief Executive Officer and our Acting Chief Financial Officer, of the effectiveness of the design and operation of our disclosure controls and procedures as of June 30, 2013, the end of the period covered by this quarterly report. Based on the foregoing, our Chief Executive Officer and Acting Chief Financial Officer concluded that our disclosure controls and procedures, as of the end of the period covered by this report, were effective.

There has been no change in our internal control over financial reporting during the quarter ended June 30, 2013 that has materially affected, or is reasonably likely to materially affect, our internal control over financial reporting.

Limitations of the Effectiveness of Internal Controls

A control system, no matter how well conceived and operated, can provide only reasonable, not absolute, assurance that the objectives of the internal control system are met. Because of inherent limitations in any control systems, no evaluation of controls can provide absolute assurance that all control issues, if any, within a company have been detected. We are continuously seeking to improve the efficiency and effectiveness of our operations and of our internal controls.

PART II—OTHER INFORMATION

ITEM 1. LEGAL PROCEEDINGS

Shareholder Litigation

John Perry v. Spectrum Pharmaceuticals, Inc. et al. (Filed March 14, 2013 in United States District Court, District of Nevada; Case Number 2:2013-cv-00433-LDG-CWH); Junqian Carroll v. Spectrum Pharmaceuticals, Inc. et al. (Filed March 22, 2013 in United States District Court, District of Nevada; Case Number 2:2013-cv-00498-RBJ-CF); Gary Santi v. Spectrum Pharmaceuticals, Inc. et al. (Filed March 22, 2013 in United States District Court, District of Nevada; Case Number 2:2013-cv-00502-LDG-CWH); William Skene v. Spectrum Pharmaceuticals, Inc. et al. (Filed April 10, 2013 in United States District Court, District of Nevada; Case Number 3:2013-cv-00175-RBJ-VPC); and Rubin v. Spectrum Pharmaceuticals, Inc. et al. (Filed April 24, 2013 in the United States District Court, District of Nevada; Case Number 3:2013-cv-00212-RCJ-VPC). These putative class actions raise substantially identical claims and allegations against defendants Spectrum Pharmaceuticals, Inc., Dr. Rajesh C. Shrotriya, Brett L. Scott, and Joseph Kenneth Keller. The alleged class period is August 8, 2012 to March 12, 2013. The lawsuits allege a violation of Section 10(b) of the Securities Exchange Act of 1934 against all defendants and control person liability, as a violation of Section 20(b) of the Securities Exchange Act of 1934, against the individual defendants. The claims purportedly stem from the Company's March 12, 2013 press release, in which it announced that it anticipated a change in ordering patterns of FUSILEV. The complaints allege that, as a result of the March 12, 2013 press release, the Company's stock price declined. The complaints further allege that during the putative class period certain defendants made misleadingly optimistic statements about FUSILEV sales, which inflated the trading price of Company stock. The lawsuits seek relief in the form of monetary damages, costs and fees, and any other equitable or injunctive relief that the court deems appropriate. The putative class action cases have been consolidated. Plaintiffs' counsel have filed motions for the appointment of a lead plaintiff and lead plaintiff's legal counsel. The motions are briefed. Plaintiffs' counsel represent that an amended complaint will be filed following the Court's decision on lead plaintiff and lead plaintiffs' legal counsel.

*Timothy Fik v. Rajesh C. Shrotriya, et al. (*Filed April 11, 2013 in United States District Court, District of Nevada; Case Number 2:2013-cv-00624-JCM-CWH); Christopher J. Watkins v. Rajesh C. Shrotriya, et al. (Filed April 22, 2013 in United States District Court, District of Nevada; Case Number 2:2013-cv-00684-JCM-VCF); and Stefan Muenchhagen v. Rajesh C. Shrotriya, et al. (Filed May 28, 2013 in United States District Court, District of Nevada; Case Number 2:2013-cv-00942-APG-PAL). These derivative complaints are brought by the respective purported shareholders on behalf of nominal plaintiff Spectrum Pharmaceuticals, Inc. against defendants Krishan K. Arora, Gilles Gagnon, Anton Gueth, Joseph Kenneth Keller, Stuart M Krassner, Luigi Lenaz, Anthony E. Maida, Brett L. Scott and Dr. Rajesh C. Shrotriya. The Fik and Watkins lawsuits allege six counts against all defendants: breach of fiduciary duty for disseminating false and misleading information; breach of fiduciary duty for failing to properly oversee and manage the company; unjust enrichment; abuse of control; gross mismanagement; and waste of corporate assets. The Fik and Watkins lawsuits also allege a seventh count for breach of fiduciary duties for insider selling and misappropriation of information against defendants Dr. Raj Shrotriya, Brett Scott, and Anthony Maida. The Muenchhagen lawsuit alleges five counts against all defendants: breach of fiduciary duty for disseminating false and misleading information; breach of fiduciary duty for failing to properly oversee and manage the company; abuse of control; gross mismanagement; and waste of corporate assets. The Muenchhagen lawsuit also alleges two counts against defendants Dr. Raj Shrotriya, Brett Scott, and Anthony Maida for unjust enrichment and for breach of fiduciary duties for insider selling and misappropriation of information. These substantially identical complaints allege that defendants knew or should have known that the Company's statements about future FUSILEV sales were misleadingly optimistic and that these statements inflated the trading price of Company stock. The complaints allege that, as a result of the March 12, 2013 press release, the Company's stock price declined. The complaints seek compensatory damages, corporate governance reforms, restitution and disgorgement of defendants' alleged profits, and costs and fees. The Fik and Watkins cases have been consolidated and stayed. The parties have submitted a notice to consolidate and stay the Muenchhagen case.

Hardik Kakadia v. Rajesh C. Shrotriya, et al. (Filed April 23, 2013 in the Eighth Judicial District Court of the State of Nevada in and for Clark County; Case Number A-13-680643-B); and Joel Besner v. Rajesh C. Shrotriya, et al. (Filed May 31, 2013 in the Eighth Judicial District Court of the State of Nevada in and for Clark County; Case Number A-13-682668-C). These derivative complaints are brought by the respective purported shareholders on behalf of nominal plaintiff Spectrum Pharmaceuticals, Inc. against

defendants Krishan K. Arora, Gilles Gagnon, Anton Gueth, Joseph Kenneth Keller, Stuart M Krassner, Luigi Lenaz, Anthony E. Maida, Brett L. Scott and Dr. Rajesh C. Shrotriya. The Kakadia lawsuit alleges three counts against all defendants: breach of fiduciary duty; waste of corporate assets; and unjust enrichment. The Besner lawsuit alleges five counts against all defendants: breach of fiduciary duty for disseminating false and misleading information; breach of fiduciary duty for failing to properly oversee and manage the company; abuse of control; gross mismanagement; and waste of corporate assets. The Besner lawsuit also alleges two counts against defendants Dr. Raj Shrotriya, Brett Scott, and Anthony Maida for unjust enrichment and for breach of fiduciary duties for insider selling and misappropriation of information. The complaints similarly allege that defendants knew or should have known that the Company's statements about future FUSILEV sales were misleadingly optimistic and that these statements inflated the trading price of Company stock. The complaints allege that, as a result of the March 12, 2013 press release, the Company's stock price declined. The complaints seek compensatory damages, corporate governance reforms, restitution and disgorgement of defendants' alleged profits, equitable and/or injunctive relief, and costs and fees. The cases have been consolidated and stayed.

SEC Subpoena

On April 1, 2013, the Company received a subpoena from the Securities and Exchange Commission (the "SEC") for documents pursuant to a formal order of investigation. The subpoena followed the Company's March 12, 2013 announcement that it anticipated a change in ordering patterns of FUSILEV. The Company is cooperating with the SEC investigation. The Company cannot predict when the SEC will conclude its investigation or the outcome of the investigation.

We are involved with various legal matters arising in the ordinary course of business. We make provisions for liabilities when it is both probable that a liability has been incurred and the amount of the loss can be reasonably estimated. Such provisions are reviewed at least quarterly and adjusted to reflect the impact of any settlement negotiations, judicial and administrative rulings, advice of legal counsel, and other information and events pertaining to a particular case. Litigation is inherently unpredictable. Although the ultimate resolution of these various matters cannot be determined at this time, we do not believe that such matters, individually or in the aggregate, will have a material adverse effect on our condensed consolidated results of operations, cash flows or financial condition.

ITEM 1A. RISK FACTORS

The risks described in Part I, Item 1A, "Risk Factors," in our Annual Report on Form 10-K for the fiscal year ended December 31, 2012, could materially and adversely affect our business, financial condition and results of operations. These risk factors do not identify all of the risks that we face. Our business, financial condition and results of operations could also be affected by factors that are not presently known to us or that we currently consider to be immaterial. There have been no material changes to the "Risk Factors" section included in our 2012 Annual Report.

ITEM 6. EXHIBITS

Exhibit Number	Description
10.1+	Amended and Restated License, Development and Commercialization Agreement dated as of May 29, 2013, by and between Allos Therapeutics, Inc. and Mundipharma International Corporation Limited. Confidential portions omitted and filed separately with the U.S. Securities and Exchange Commission pursuant to Rule 24b-2 promulgated under the Securities Exchange Act of 1934 as amended.
10.2+	Amended and Restated Supply Agreement dated as of May 29, 2013, by and between Allos Therapeutics, Inc. and Mundipharma Medical Company. Confidential portions omitted and filed separately with the U.S. Securities and Exchange Commission pursuant to Rule 24b-2 promulgated under the Securities Exchange Act of 1934, as amended.
31.1+	Certification of Principal Executive Officer, pursuant to Rule 13a-14(a)/15d-14(a) promulgated under the Securities Exchange Act of 1934.
31.2+	Certification of Principal Financial Officer, pursuant to Rule 13a-14(a)/15d-14(a) promulgated under the Securities Exchange Act of 1934.
32.1*	Certification of Principal Executive Officer pursuant to Rule 13a-14(b)/15d-14(b) promulgated under the Securities Exchange Act of 1934 and 18 U.S.C. Section 1350.
32.2*	Certification of Principal Financial Officer pursuant to Rule 13a-14(b)/15d-14(b) promulgated under the Securities Exchange Act of 1934 and 18 U.S.C. Section 1350.
101.INS*	XBRL Instance Document.
101.SCH*	XBRL Taxonomy Extension Schema Document.
101.CAL*	XBRL Taxonomy Extension Calculation Linkbase Document.
101.DEF*	XBRL Taxonomy Extension Definition Linkbase Document.
101.LAB*	XBRL Taxonomy Extension Label Linkbase Document.
101.PRE*	XBRL Taxonomy Extension Presentation Linkbase Document.

\+ Filed herewith.
* Furnished herewith.

SIGNATURES

Pursuant to the requirements of the Securities Exchange Act of 1934, the Registrant has duly caused this report to be signed on its behalf by the undersigned thereunto duly authorized.

SPECTRUM PHARMACEUTICALS, INC.

Date: August 9, 2013

By: /s/ Kurt A. Gustafson
Kurt A. Gustafson
Executive Vice President and Chief Financial Officer
(Authorized Signatory and Principal Financial and Accounting Officer)

INDEX TO EXHIBITS

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\+ Filed herewith.
* Furnished herewith.

Exhibit 10.1

CERTAIN CONFIDENTIAL INFORMATION CONTAINED IN THIS DOCUMENT MARKED WITH [***] HAS BEEN OMITTED AND FILED SEPARATELY WITH THE SECURITIES AND EXCHANGE COMMISSION PURSUANT TO RULE 24B-2 OF THE SECURITIES EXCHANGE ACT, AS AMENDED.

EXECUTION VERSION

AMENDED AND RESTATED LICENSE, DEVELOPMENT AND COMMERCIALIZATION AGREEMENT

by and between

ALLOS THERAPEUTICS, INC.,
a Delaware corporation

and

MUNDIPHARMA INTERNATIONAL CORPORATION LIMITED,
a Bermuda corporation

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AMENDED AND RESTATED LICENSE, DEVELOPMENT AND COMMERCIALIZATION AGREEMENT

This **AMENDED AND RESTATED LICENSE, DEVELOPMENT AND COMMERCIALIZATION AGREEMENT** (this "**Agreement**") is entered into as of May 29, 2013 (the "**Effective Date**") by and between **ALLOS THERAPEUTICS, INC.**, a Delaware corporation having a place of business at 11080 Circle Point Road, Suite 430, Westminster, Colorado 80020, U.S. ("**Allos**"), and **MUNDIPHARMA INTERNATIONAL CORPORATION LIMITED**, a Bermuda corporation having a place of business at Mundipharma House, 14 Par-la-Ville Road, P.O. Box HM 2332, Hamilton HM JX, Bermuda ("**Mundipharma**"). Allos and Mundipharma are sometimes referred to herein individually as a "**Party**" and collectively as the "**Parties**".

RECITALS

WHEREAS, Allos has rights to a proprietary anti-folate product known as pralatrexate (tradename Folotyn), which has received an accelerated regulatory approval in the U.S. for treatment of patients with relapsed or refractory peripheral T-cell lymphoma and for which a drug approval application has been submitted to the European Medicines Agency for treatment of patients with relapsed or refractory peripheral T-cell lymphoma;

WHEREAS, Mundipharma possesses resources and expertise in the development, manufacture, marketing and commercialization of pharmaceutical products;

WHEREAS, Allos and Mundipharma entered into that certain License, Development and Commercialization Agreement, dated as of May 10, 2011 (the "**Original Agreement**"), pursuant to which Allos and Mundipharma agreed to collaborate to pursue regulatory approval of Folotyn for relapsed or refractory peripheral T-cell lymphoma by the EMA, and in other countries in the Licensed Territory, and to collaborate in the development of Folotyn in other Oncology Indications, all pursuant to a mutually agreed development plan, with Mundipharma having exclusive rights to develop and commercialize Folotyn for all indications in the Licensed Territory, and Allos retaining all other Folotyn commercialization rights, all on the terms and conditions set forth herein;

WHEREAS, Mundipharma or its designee and Allos also entered into a separate Supply Agreement, dated as of May 10, 2011, as amended and restated as of the date hereof (the "**Supply Agreement**"), pursuant to which Mundipharma or its designee agreed to purchase its requirements of Folotyn from Allos and Allos agreed to supply Folotyn to Mundipharma or its designee on the terms and conditions set forth therein; and

WHEREAS, the Parties desire to amend and restate the Original Agreement in order to modify the scope of the Licensed Territory and the respective Development obligations of the Parties, as more particularly set forth herein.

NOW, THEREFORE, in consideration of the foregoing premises and the mutual promises, covenants and conditions contained in this Agreement, the Parties hereby agree as follows:

ARTICLE 1

DEFINITIONS

1.1 Omitted.

1.2 "Acquiror" has the meaning set forth in Section 14.5.

1.3 "Active Pharmaceutical Ingredient" or "**API**" means [***].

1.4 "Additional Study" has the meaning set forth in Section 4.4(b).

1.5 Omitted.

1.6 "Affiliate" means, with respect to either Party, any person, firm, trust, corporation, partnership or other entity or combination thereof that directly or indirectly controls, is controlled by or is under common control with such Party; the term "control" (including, with correlative meaning, the terms "controlled by" or "under common control with") meaning direct or indirect ownership of fifty percent (50%) or more, including ownership by trusts with substantially the same beneficial interests, of the voting and equity rights of such person, firm, trust, corporation, partnership or other entity or combination thereof, or the power to direct the management of such person, firm, trust, corporation, partnership or other entity or combination thereof.

1.7 Omitted.

1.8 "Allos-Facilitated ISS" means an ISS that Allos authorizes or facilitates in accordance with Section 4.7.

1.9 "Allos Indemnitees" has the meaning set forth in Section 10.2.

1.10 "Allos ISS Technology" means (a) all Information that (i) is necessary or useful for the Development or Commercialization of a Product in the Field, (ii) is Controlled by Allos or its Affiliates during the Term, and (iii) arises from an Allos-Facilitated ISS, and (b) any Patent (other than a Joint Patent) that (x) claims the Product or the API or the manufacture or use in the Field of the Product or the API, (y) is Controlled by Allos or its Affiliates during the Term, and (z) claims an invention arising from an Allos-Facilitated ISS; provided, the use of "Affiliate" in this definition shall exclude any Third Party that becomes an Affiliate of Allos after the Effective Date due to a Change of Control of Allos, except to the extent such Third Party's Information or Patents are Controlled by Allos (or its Acquiror) or any of its other Affiliates and are necessary for the Development or Commercialization of the Product and are utilized in respect of the Product or the API in the Allos Territory.

1.11 "Allos Know-How" means all Information that (a) is necessary or useful for the Development or Commercialization of a Product in the Field but is not directed to the manufacture of a Product and (b) (i) is Controlled by Allos or its Affiliates as of the Effective Date or (ii) is Controlled by Allos or its Affiliates during the Term and arises from a Shared Study (including any Incremental Study that becomes an Additional Study upon Mundipharma's exercise of the Opt-In

[***]: CONFIDENTIAL PORTIONS OMITTED AND FILED SEPARATELY WITH THE COMMISSION.

Right under Section 4.4(c)(v)); provided, the use of "Affiliate" in this definition shall exclude any Third Party that becomes an Affiliate of Allos after the Original Effective Date due to a Change of Control of Allos, except to the extent such Third Party's Information is Controlled by Allos (or its Acquiror) or any of its other Affiliates and is necessary for the Development or Commercialization of the Product and is utilized in respect of the Product or the API in the Allos Territory; and provided further that, "Allos Know-How" excludes (x) Information arising from any Incremental Study (with respect to which Mundipharma does not exercise its Opt-In Right under Section 4.4(c)(v)) or Investigator-Sponsored Study, and (y) Allos Manufacturing Know-How.

1.12 "Allos Manufacturing Know-How" means all Information that is necessary or useful for the manufacture and quality testing of a Product in the Field and is Controlled by Allos or its Affiliates as of the Effective Date or during the Term; provided, the use of "Affiliate" in this definition shall exclude any Third Party that becomes an Affiliate of Allos after the Original Effective Date due to a Change of Control of Allos, except to the extent such Third Party's Information is Controlled by Allos (or its Acquiror) or any of its other Affiliates and is necessary for the manufacture of, and is utilized by or on behalf of Allos in respect of, the Product or the API in the Allos Territory or the Licensed Territory.

1.13 "Allos Patent" means any Patent (other than a Joint Patent) that (a) claims the Product or the API or the manufacture or use in the Field of the Product or the API and (b) (i) is Controlled by Allos or its Affiliates during the Term, (ii) is Controlled by Allos or its Affiliates on or after the Original Effective Date and claims priority to a Patent Controlled by Allos or its Affiliates as of the Original Effective Date, or (iii) is Controlled by Allos or its Affiliates during the Term and claims an invention arising from a Shared Study (including any Incremental Study that becomes an Additional Study upon Mundipharma's exercise of the Opt-In Right under Section 4.4(c)(v)); provided, each Allos Patent in existence on the Original Effective Date is set forth in **Schedule 1** hereto; and provided further that (i) the use of "Affiliate" in this definition shall exclude any Third Party that becomes an Affiliate of Allos after the Original Effective Date due to a Change of Control of Allos, except to the extent such Third Party's Patents are Controlled by Allos (or its Acquiror) or any of its other Affiliates and are necessary for the Development, Commercialization or manufacture of the Product and are utilized in respect of the Product or the API in the Allos Territory and (ii) "Allos Patent" excludes any Patent that claims an invention arising from an Incremental Study (with respect to which Mundipharma does not exercise its Opt-In Right under Section 4.4(c)(v)) or Investigator-Sponsored Study.

1.14 "Allos Payment-Allos Withholding Tax Action" has the meaning set forth in Section 7.10(d)(i).

1.15 "Allos Payment-Mundipharma Withholding Tax Action" has the meaning set forth in Section 7.10(d)(ii).

1.16 "**Allos Prosecuted Patents**" has the meaning set forth in Section 8.3(a).

1.16A "Allos Required Study" means those clinical trials and/or studies set forth on the Allos Required Studies Schedule with the scope and manner of conducting such clinical trials and/or studies being that required by FDA for Regulatory Approval in the U.S. as of the Effective Date.

1.16B "Allos Required Studies Schedule" means the schedule containing those clinical trials and/or studies, which Allos is required to conduct in order to maintain its U.S. Regulatory Approvals, which is set forth in the Second Letter Agreement and as may be amended from time to time to, among other things, remove the clinical trials and/or studies that (a) are no longer required by the FDA for Regulatory Approval or maintenance of Regulatory Approval in the U.S., or (b) for Material Impact or Safety Reason.

1.17 "Allos Share" means sixty percent (60%).

1.18 Omitted.

1.19 "Allos Studies" has the meaning set forth in Section 4.2(b).

1.20 "Allos Technology" means the Allos Know-How, Allos Patents and Allos' interest in Joint Patents.

1.21 "Allos Territory" means the U.S., Canada, the European Countries and Turkey and (i) any country(ies) that is/are removed from the Licensed Territory and transferred to Allos Territory in accordance with Section 6.6(b), and (ii) Switzerland, upon the exercise by Allos of the Switzerland Option.

1.22 "Allos Territory Infringement" has the meaning set forth in Section 8.5(a).

1.23 "Amended Development Plan" has the meaning set forth in Section 4.2(b).

1.24 Omitted.

1.25 "Bankruptcy Code" means, as applicable, the U.S. Bankruptcy Code, as amended from time to time, and the rules and regulations and guidelines promulgated thereunder or the bankruptcy laws of any Governmental Authority, as amended from time to time, and the rules and regulations and guidelines promulgated thereunder.

1.26 "Breaching Party" has the meaning set forth in Section 12.2.

1.27 "Bulk Product" has the meaning set forth in the Supply Agreement.

1.28 "Canada" means Canada, including all possessions and territories thereof.

1.29 "Change of Control" means, with respect to either Party, (i) the sale of all or substantially all of such Party's assets or business relating to this Agreement; (ii) a merger, consolidation, share exchange or other similar transaction involving such Party and any Third Party which results in the holders of the outstanding voting securities of such Party immediately prior to such merger, consolidation, share exchange or other similar transaction ceasing to hold more than fifty percent (50%) of the combined voting power of the surviving, purchasing or continuing entity immediately after such merger, consolidation, share exchange or other similar transaction, or (iii) the acquisition by a person or entity, or group of persons or entities acting in concert, of more than fifty percent (50%) of the outstanding voting equity securities of such Party; in all cases of clauses (i)-(iii), where such transaction is to be entered into with any person or group of persons other than the other Party or its Affiliates.

1.30 "Claims" has the meaning set forth in Section 10.1.

1.31 "Clinical Proof of Concept" means availability of human clinical data confirming that the concept of a new Indication is feasible and that further investigation is reasonably likely to be capable of Drug Approval and Commercialization; provided, such data, with respect to new Indications, shall include efficacy and safety data from a Phase 1 Study, Phase 1/2 study and/or Phase 2 Study, or, with respect to new formulations or routes of administration, shall include pharmacokinetic data from Phase 1 Studies.

1.32 "CMC Information" means Information related to the chemistry, manufacturing and controls of the Product, as specified by the FDA, EMA and other applicable Regulatory Authorities.

1.33 "Commercialization", with a correlative meaning for **"Commercialize"** and **"Commercializing"**, means all activities undertaken before and after obtaining Regulatory Approvals relating specifically to the pre-launch, launch, promotion, detailing, medical education and medical liaison activities, marketing, pricing, reimbursement, sale and distribution of the Product, including strategic marketing, sales force detailing, advertising, medical education and liaison, and market and Product support, and all customer support, Product distribution, invoicing and sales activities; *provided*, *however*, "Commercialization" shall exclude any activities relating to the manufacture of the Product.

1.34 "Commercialization Plan" has the meaning set forth in Section 6.2(a).

1.35 Omitted.

1.36 "Conducting Party" has the meaning set forth in Section 4.4(c)(i).

1.37 "Confidential Information" of a Party means any and all Information of such Party or its Affiliates that is disclosed by such Party or its Affiliates to the other Party or its Affiliates under this Agreement or the Supply Agreement, whether in oral, written, graphic, or electronic form.

1.38 "Consent" means the consent and agreement among Allos, the PDX Licensor and Mundipharma, dated as of the Original Effective Date.

1.39 "Control" means, with respect to any material, Information, or intellectual property right, that a Party (a) owns or (b) has a license (other than a license granted to such Party under this Agreement) to such material, Information, or intellectual property right, and in each case, has the ability to grant to the other Party access, a license or a sublicense (as applicable) to the foregoing on the terms and conditions set forth in this Agreement without violating the terms of any then-existing agreement or other arrangement with any Third Party.

1.40 Omitted.

1.41 "Current Third Party Manufacturer" means [***] (each as defined in the Supply Agreement).

1.42 "Default Notice" has the meaning set forth in Section 12.2.

[***]: CONFIDENTIAL PORTIONS OMITTED AND FILED SEPARATELY WITH THE COMMISSION.

1.43 "Develop" or **"Development"** means all activities relating to preparing and conducting non-clinical studies, clinical studies, and regulatory activities (*e.g.*, preparation of regulatory applications) that are necessary or useful to obtain and maintain Drug Approval of the Product.

1.44 Omitted.

1.45 "Development Plan" has the meaning set forth in Section 4.2(a).

1.46 "Dollars" means U.S. dollars, and **"$"** shall be interpreted accordingly.

1.47 "Drug Approval" means an approval granted by the appropriate Regulatory Authority to market the Product in the Field in any particular jurisdiction in the Licensed Territory.

1.48 "Drug Approval Application" or **"DAA"** means an application to the appropriate Regulatory Authority for approval to market the Product in the Field in any particular jurisdiction in the Licensed Territory.

1.49 "eCTD" has the meaning set forth in Section 5.1(c).

1.50 Omitted.

1.51 "EMA" means the European Medicines Agency or any successor entity.

1.52 "European Countries" means Austria, Belgium, Bulgaria, Croatia, Cyprus, the Czech Republic, Denmark, Estonia, Finland, France, Germany, Greece, Hungary, Iceland, Ireland, Italy, Latvia, Liechtenstein, Lithuania, Luxembourg, Macedonia, Malta, Monaco, Montenegro, the Netherlands, Norway, Poland, Portugal, Romania, Serbia, Slovakia, Slovenia, Spain, Sweden, and the United Kingdom.

1.53 Omitted.

1.54 Omitted.

1.55 Omitted.

1.56 "Executive Officers" has the meaning set forth in Section 3.1(d).

1.57 "Existing Studies" has the meaning set forth in Section 4.2(b).

1.58 "Expert" has the meaning set forth in Section 6.6(b).

1.59 "FD&C Act" means the U.S. Federal Food, Drug and Cosmetic Act, as amended.

1.60 "FDA" means the U.S. Food and Drug Administration or any successor entity.

1.61 "Field" means the diagnosis or treatment of [***].

[***]: CONFIDENTIAL PORTIONS OMITTED AND FILED SEPARATELY WITH THE COMMISSION.

1.62 Omitted.

1.63 Omitted.

1.64 "First Commercial Sale" means, with respect to a particular Product, the first sale to a Third Party of such Product in a given regulatory jurisdiction after Drug Approval has been obtained in such jurisdiction.

1.65 "First Confidentiality Agreement" means the confidentiality agreement between Allos and Mundipharma dated [***].

1.66 Omitted.

1.67 Omitted.

1.68 "First Line PTCL" means treatment of previously undiagnosed PTCL patients or treatment of previously undiagnosed PTCL patients who achieved an objective response following initial treatment with CHOP-based chemotherapy, where "PTCL" for this purpose is defined by the population included in the PDX-017 study or any subsets of such population.

1.69 "First Reimbursable Commercial Sale" means, with respect to a particular Product, the first sale to a Third Party of such Product in a given regulatory jurisdiction after all relevant Regulatory Approvals have been obtained in such jurisdiction.

1.69A "FTE" means the equivalent of the work of one or more full time qualified individuals (e.g., having the requisite education and/or skills in the appropriate scientific or technical discipline to fulfill Mundipharma's obligations under this Agreement) at Mundipharma or its Affiliates who spend time and effort on a specific project or task in connection with the registration and maintenance of any Regulatory Approvals for the Product in the Field in Switzerland, as measured by Mundipharma's time allocation practices.

1.70 "Generic Product" means any pharmaceutical product in a particular regulatory jurisdiction that (a) contains the same active pharmaceutical ingredients as the Product; (b) is bioequivalent to the Product as determined by the applicable Regulatory Authority in such jurisdiction; (c) has one or more Regulatory Authority-approved Indications in such jurisdiction equivalent to the Regulatory Authority-approved Indication for the Product in such jurisdiction; and (d) is sold in such jurisdiction by a Third Party that is not a Sublicensee of Mundipharma or its Affiliates, and is not otherwise authorized by Mundipharma or any of its Affiliates, Sublicensees or distributors to sell such product.

1.71 "Good Clinical Practices" or **"GCP"** means the then-current standards, practices and procedures promulgated or endorsed by the FDA as set forth in the guidelines entitled "Guidance for Industry E6 Good Clinical Practice: Consolidated Guidance," including related regulatory requirements imposed by the FDA and comparable regulatory standards, practices and procedures promulgated by the EMA or other Regulatory Authority applicable to the Licensed Territory and/or the Allos Territory, as such standards, practices and procedures may be updated from time to time, including applicable quality guidelines promulgated under the ICH.

[***]: CONFIDENTIAL PORTIONS OMITTED AND FILED SEPARATELY WITH THE COMMISSION.

1.72 "Good Laboratory Practices" or **"GLP"** means the then-current good laboratory practice standards promulgated or endorsed by the FDA as defined in 21 C.F.R. Part 58, and comparable regulatory standards promulgated by the EMA or other Regulatory Authority applicable to the Licensed Territory and/or the Allos Territory, as such standards may be updated from time to time, including applicable quality guidelines promulgated under the ICH.

1.73 "Good Manufacturing Practices" or **"GMP"** means the standards relating to current Good Manufacturing Practices for fine chemicals, API, intermediates, bulk products or finished pharmaceutical products set forth in (i) 21 U.S.C. 351(a)(2)(B), in FDA regulations at 21 C.F.R. Parts 210 and 211 and in The Rules Governing Medicinal Products in the European Community, Volume IV, Good Manufacturing Practice for Medicinal Products, or (ii) the ICH Guidelines relating to the manufacture of API and finished pharmaceuticals, as such standards may be updated from time to time, including applicable quality guidelines promulgated under the ICH.

1.74 "Governmental Authority" means any multi-national, federal, state, local, municipal, provincial or other governmental authority of any nature (including any governmental division, prefecture, subdivision, department, agency, bureau, branch, office, commission, council, court or other tribunal).

1.75 "Health Canada" means the Canadian federal government agency responsible for the administration of, *inter alia*, the Canada Food and Drugs Act, or any successor agency with responsibilities comparable to those of Health Canada.

1.76 "ICH" means the International Conference on Harmonization of Technical Requirements for Registration of Pharmaceuticals for Human Use.

1.77 "ICH Guidelines" means the guidelines of the ICH.

1.78 "Incremental Study" has the meaning set forth in Section 4.4(c)(i).

1.79 "Indemnified Party" has the meaning set forth in Section 10.4.

1.80 "Indemnifying Party" has the meaning set forth in Section 10.4.

1.81 "Indication" means any disease or condition that can be diagnosed or treated.

1.82 "Information" means any data, results, technology, business or financial information or information of any type whatsoever, in any tangible or intangible form, including know-how, trade secrets, practices, techniques, methods, processes, inventions, developments, specifications, formulations, formulae, materials or compositions of matter of any type or kind (patentable or otherwise), software, algorithms, marketing reports, expertise, technology, test data (including pharmacological, biological, chemical, biochemical, clinical test data and data resulting from non-clinical studies), CMC information, stability data and other study data and procedures.

1.82A "Initial Development Plan" has the meaning set forth in Section 4.2(b).

1.83 "Investigator-Sponsored Study" or **"ISS"** means a clinical trial on the Product in the Field wherein a Third Party that is not a sublicensee or subcontractor of either Party holds the investigational new drug application or equivalent thereof (if any) for such trial and is solely responsible for all aspects of the trial, including: trial design; ensuring appropriate institutional and

regulatory approval; conducting such trial, including responsibility for ensuring appropriate medical safeguards, medical monitoring and medical supervision; analysis and interpretation of the results of such trial; and communication (e.g., publications) of the results of such trial; provided, if either Party has any responsibility for any of the foregoing, then such trial shall not be considered an Investigator-Sponsored Study.

1.84 "JAMS Rules" has the meaning set forth in Section 13.1.

1.85 "Japan Milestones" has the meaning set forth in Section 4.6.

1.86 "Japan Milestone Default Notice" has the meaning set forth in Section 12.4A.

1.87 "Joint Development Costs" means all costs reasonably incurred by or on behalf of either Party after the Original Effective Date, including out-of-pocket costs actually incurred by each Party, [***], all as calculated in accordance with U.S. generally accepted accounting principles consistently applied or international financial reporting standards, as applicable, that are reasonably and directly allocable to such Party's performance of its obligations under this Agreement with respect to any Shared Study (other than an Allos Study), to the extent that such costs do not exceed [***] of the budget therefor as specified in the Initial Development Plan; *provided, however*, "Joint Development Costs" shall specifically exclude (i) all internal costs, and (ii) any and all costs associated with preparing and filing any and all Regulatory Materials and communicating with any Regulatory Authorities, in each case for the purpose of obtaining and maintaining Regulatory Approval.

1.88 "Joint Inventions" has the meaning set forth in Section 8.1.

1.89 "Joint Manufacturing Committee" or **"JMC"** has the meaning set forth in Section 3.2.

1.90 "Joint Patents" has the meaning set forth in Section 8.1.

1.91 "Joint Product Committee" or **"JPC"** has the meaning set forth in Section 3.1.

1.92 "Knowledge" means, with respect to the Party to which such term is attributed, (i) the actual knowledge of: (a) for Allos: [***]; and (b) for Mundipharma, the following executives of Mundipharma or its Affiliates: [***], or (ii) the knowledge that any of the foregoing individuals reasonably should have gained through operating in the ordinary course of business with a level of efforts and resources consistent with the business practices of a similarly sized company with a similarly sized infrastructure to support and carry out its operations.

1.93 "Laws" means all laws, statutes, rules, regulations, ordinances and other pronouncements having the effect of law of any federal, national, multinational, state, provincial, county, city or other political subdivision, domestic or foreign.

1.94 "Lead Indication" means the treatment of adult patients with relapsed or refractory PTCL, where "PTCL" for this purpose is defined by the population included in the "PROPEL" study (PDX-008) or any subset(s) of such population.

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1.95 "Letter Agreement" means the letter agreement between Allos and Mundipharma, dated as of the Original Effective Date, in respect of (i) the Initial Development Plan and (ii) Allos' registered domain names.

1.96 "Licensed Marks" has the meaning set forth in Section 8.9(a).

1.97 "Licensed Territory" means all countries of the world excluding those in the Allos Territory.

1.98 "Licensed Territory Infringement" has the meaning set forth in Section 8.4(a).

1.99 "Major Market Countries" means [***].

1.100 "Material Impact" means, with respect to a Party, a material adverse impact on the regulatory status or the commercial sales of the Product in such Party's applicable territory.

1.101 "MMCO" means Mundipharma Medical Company, a partnership organized under the laws of Bermuda, and an Affiliate of Mundipharma.

1.102 "Mundipharma-Facilitated ISS" means an ISS that Mundipharma authorizes or facilitates in accordance with Section 4.7.

1.103 "Mundipharma Indemnitees" has the meaning set forth in Section 10.1.

1.104 "Mundipharma ISS Technology" means (a) all Information that (i) is necessary or useful for the Development or Commercialization of a Product in the Field, (ii) is Controlled by Mundipharma or its Affiliates during the Term, and (iii) arises from a Mundipharma-Facilitated ISS, and (b) any Patent (other than a Joint Patent) that (x) claims the Product or the API or the manufacture or use in the Field of the Product or the API, (y) is Controlled by Mundipharma or its Affiliates during the Term, and (z) claims an invention arising from a Mundipharma-Facilitated ISS; provided, the use of "Affiliate" in this definition shall exclude any Third Party that becomes an Affiliate of Mundipharma after the Effective Date due to a Change of Control of Mundipharma, except to the extent such Third Party's Information or Patents are Controlled by Mundipharma (or its Acquiror) or any of its other Affiliates and are necessary for the Development or Commercialization of the Product and are utilized in respect of the Product or the API in the Licensed Territory.

1.105 "Mundipharma Know-How" means all Information that (a) is necessary or useful for the Development or Commercialization of a Product in the Field and (b) is Controlled by Mundipharma or its Affiliates during the Term and arises from a Shared Study (including any Incremental Study that becomes an Additional Study upon Allos' exercise of the Opt-In Right under Section 4.4(c)(v)); provided, the use of "Affiliate" in this definition shall exclude any Third Party that becomes an Affiliate of Mundipharma after the Original Effective Date due to a Change of Control of Mundipharma, except to the extent such Third Party's Information is Controlled by Mundipharma (or its Acquiror) or any of its other Affiliates and is necessary for the Development or Commercialization of the Product and is utilized in respect of the Product or the API in the Licensed Territory; and provided further that "Mundipharma Know-How" excludes Information arising from any Incremental Study (with respect to which Allos does not exercise its Opt-In Right under Section 4.4(c)(v)) or Investigator-Sponsored Study.

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1.106 "Mundipharma Patent" means any Patent (other than a Joint Patent) that (a) claims the Product or the API or the manufacture or use in the Field of the Product or the API and (b) is Controlled by Mundipharma or its Affiliates during the Term and claims an invention arising from a Shared Study (including any Incremental Study that becomes an Additional Study upon Allos' exercise of the Opt-In Right under Section 4.4(c)(v)); provided, the use of "Affiliate" in this definition shall exclude any Third Party that becomes an Affiliate of Mundipharma after the Original Effective Date due to a Change of Control of Mundipharma, except to the extent such Third Party's Patents are Controlled by Mundipharma (or its Acquiror) or any of its other Affiliates and are necessary for the Development or Commercialization of the Product and are utilized in respect of the Product or the API in the Licensed Territory; and provided further that "Mundipharma Patent" excludes any Patent that claims an invention arising from any Incremental Study (with respect to which Allos does not exercise its Opt-In Right under Section 4.4(c)(v)) or Investigator-Sponsored Study.

1.107 "Mundipharma Payment-Allos Withholding Tax Action" has the meaning set forth in Section 7.10(c)(ii).

1.108 "Mundipharma Payment-Mundipharma Withholding Tax Action" has the meaning set forth in Section 7.10(c)(i).

1.109 "Mundipharma Share" means forty percent (40%).

1.110 "Mundipharma Sublicense Agreement" has the meaning set forth in Section 2.1(f)(ii).

1.111 "Mundipharma Technology" means the Mundipharma Know-How, Mundipharma Patents and Mundipharma's interest in Joint Patents.

1.111A "Mundipharma Total Switzerland Costs" means the actual out-of-pocket and FTE costs and expenses incurred by Mundipharma in connection with registering and maintaining any Regulatory Approvals for the Product in the Field in Switzerland.

1.112 "Net Sales" means, with respect to any Product, the total amount invoiced by Mundipharma, its Affiliates or Sublicensees to each Third Party receiving Product in an arms length transaction, less: (a) [***]; (b) [***]; (c) [***]; and (d) [***].

For purposes of this definition of "Net Sales", if Mundipharma, its Affiliate or sublicensee sells a Product in the form of a combination product containing one or more active ingredients in addition to Product, "Net Sales" for such combination product will be calculated by multiplying actual Net Sales thereof by the fraction A/(A+B) where A is the invoice price of the Product if sold separately, and B is the total invoice price of the other active ingredient or ingredients in the combination, if sold separately. If, on a country-by-country basis, the other active ingredient or ingredients in the combination are not sold separately in said country, "Net Sales" shall be calculated by multiplying

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actual Net Sales thereof by the fraction A/C where A is the invoice price of the Product if sold separately, and C is the invoice price of the combination product. If, on a country-by-country basis, the Product is not sold separately in said country, "Net Sales" shall be determined by the Parties in good faith on the basis of the fair market value of the Product. With respect to any transfer of any Product in a given country for any substantive consideration other than monetary consideration on arms length terms, for purposes of calculating "Net Sales" under this Agreement, such Product shall be deemed to be sold exclusively for money at the average Net Sales price charged to Third Parties for cash sales in such country during the applicable reporting period (or if there were only de minimus cash sales in such country, at the fair market value as determined by comparable markets).

1.113 "New Compound" means (i) any active pharmaceutical ingredient other than the API, or (ii) any pharmaceutical product containing an active pharmaceutical ingredient other than the API (excluding any combination product containing the API).

1.114 "New Form" means a form of API (as defined in this Agreement) or Product that is different from API (as defined in the Supply Agreement) or Bulk Product, respectively.

1.115 "Non-Breaching Party" has the meaning set forth in Section 12.2.

1.116 "Non-Conducting Party" has the meaning set forth in Section 4.4(c)(i).

1.117 "Non-Governmental Authority" means any public body (including the National Institute of Clinical Excellence and the Scottish Medicines Consortium in the U.K.; the Institute for Quality and Efficiency in Healthcare in Germany; the Technical Scientific Commission in Italy; the Directorate of Pharmacy and Healthcare Products in Spain; and the National Union of Health Insurance Funds and the National Authority of Health in France) or non-Governmental Authority (including "Sick Funds" in Germany) with the authority to control, approve, recommend or otherwise determine pricing and reimbursement of pharmaceutical products, including those with authority to enter into risk sharing schemes and/or to impose retroactive price reductions, discounts, or rebates.

1.118 "Non-Oncology Indication" means any Indication that is not an Oncology Indication.

1.119 "Oncology Indication" means any Indication in the field of oncology, as defined by the American Cancer Society, including all Indications listed in **Exhibit A**.

1.120 "Opt-In Estimate" has the meaning set forth in Section 4.4(c)(v).

1.121 "Opt-In Option Date" has the meaning set forth in Section 4.4(c)(v).

1.122 "Opt-In Payment" has the meaning set forth in Section 4.4(c)(v).

1.123 "Opt-In Right" has the meaning set forth in Section 4.4(c)(v).

1.123A "Original Effective Date" means May 10, 2011.

1.124 "Other Committees" has the meaning set forth in Section 3.1(a)(xvi).

1.125 "Patents" means (a) pending patent applications, issued patents, utility models and designs; (b) reissues, substitutions, confirmations, registrations, validations, re-examinations, additions, continuations, continued prosecution applications, continuations-in-part, or divisions of or to any of the foregoing; (c) any other patent application claiming priority to any of the foregoing anywhere in the world; and (d) extension, renewal or restoration of any of the foregoing by existing or future extension, renewal or restoration mechanisms, including supplementary protection certificates or the equivalent thereof.

1.126 "Payee" has the meaning set forth in Section 7.7.

1.127 "PDX Breach" has the meaning set forth in Section 12.4(c)(i).

1.128 "PDX License Agreement" means the License Agreement dated as of December 23, 2002 by and among Allos, SRI International, Sloan-Kettering Institute for Cancer Research and Southern Research Institute, as amended.

1.129 "PDX Licensor" means, collectively, SRI International, Sloan-Kettering Institute for Cancer Research and Southern Research Institute, and any successors thereto.

1.130 "PDX Patents" means the Allos Patents licensed by Allos from the PDX Licensor under the PDX License Agreement, which Patents in existence on the Original Effective Date are shown in **Schedule 1** with the PDX Licensor listed as the "Registered Proprietor".

1.131 "Pediatric Studies" has the meaning set forth in Section 4.2(b).

1.132 "Percentage Market Penetration" means the percentage obtained by dividing [***] by the [***].

1.133 "Percentage Price Reduction" means the percentage by which [***] is reduced, as compared to the [***], as a result of (x) [***] or (y) [***].

1.134 "Pharmacovigilance Agreement" has the meaning set forth in Section 5.7.

1.135 "Phase 1 Study" means a human clinical trial of the Product with the endpoint of determining initial tolerance, safety or pharmacokinetic information in single dose, single ascending dose, multiple dose and/or multiple ascending dose regimens, as described in 21 C.F.R. § 312.21(a) (or its successor regulation) or the equivalent thereof in any jurisdiction outside the U.S.

1.136 "Phase 2 Study" means a human clinical trial of the Product, the principal purpose of which is a preliminary determination of safety and efficacy in the target patient population over a range of doses and dose regimens, as described in 21 C.F.R. § 312.21(b) (or its successor regulation) or the equivalent thereof in any jurisdiction outside the U.S.

1.137 "Pricing Approval" means the governmental approval, agreement, determination or decision establishing prices for the Product that can be charged in regulatory jurisdictions where the applicable Governmental Authorities approve or determine the price of pharmaceutical products.

1.138 "Primary Agreement" has the meaning set forth in Section 9.2(u).

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1.139 "Product" means any pharmaceutical product containing the API, [***], or any improvement made by Allos or Mundipharma to the API, [***] developed by Allos or Mundipharma pursuant to the terms of this Agreement; *provided*, *however*, that notwithstanding the foregoing, except as provided in Section 9.4(m), Mundipharma shall have no rights or licenses under this Agreement in or to any New Compound that is Controlled by Allos or its Affiliates.

1.140 "Proposed Study" has the meaning set forth in Section 4.4(a).

1.141 "PSURs" has the meaning set forth in Section 5.1(b).

1.142 "PTCL" means peripheral T-cell lymphoma.

1.143 "Publication" has the meaning set forth in Section 11.3.

1.144 "Reasonably Diligent Efforts" means, with respect to a Party's obligations under this Agreement, the carrying out of such obligations with a level of efforts and resources consistent with the commercially reasonable practices of a similarly sized company [***]; provided, "Reasonably Diligent Efforts" shall (i) [***]; and (ii) require that the Party: (a) [***], (b) [***]; and provided further, that "Reasonably Diligent Efforts" (i) with respect to [***], requires that [***], or (ii) [***].

1.145 "Regulatory Approval" means (i) Drug Approval and all other approvals necessary for the commercial sale of the Product in a given country or regulatory jurisdiction; (ii) Pricing Approval (but only in those countries or regulatory jurisdictions where Pricing Approval is required by applicable Law for commercial sale); and (iii) Reimbursement Approval, but only in those countries or regulatory jurisdictions where Reimbursement Approval is required for the price paid for the Product to be reimbursed by a Governmental Authority or a Non-Governmental Authority with the authority to approve reimbursement.

1.146 "Regulatory Authority" means, in a particular country or jurisdiction, any applicable Governmental Authority or Non-Governmental Authority involved in granting Regulatory Approval in such country or jurisdiction.

1.147 "Regulatory Materials" means regulatory applications, submissions, notifications, communications, correspondence, registrations, drug approvals and/or other filings made to, received from or otherwise conducted with a Regulatory Authority in order to Develop, manufacture, market, sell or otherwise Commercialize the Product in a particular country or jurisdiction.

1.148 "Regulatory Plan" means a plan regarding the timing and approach to preparing, submitting or reviewing Regulatory Materials and obtaining and maintaining Drug Approval in the Licensed Territory.

1.149 "Reimbursement Approval" means the approval, agreement, determination or decision recommending or approving the Product for use and/or establishing the prices for the Product that can be reimbursed in regulatory jurisdictions where the applicable Governmental Authority or Non-Governmental Authority approves, determines or recommends the reimbursement or use of pharmaceutical products.

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1.150 "Related Study" has the meaning set forth in Section 4.4(d).

1.151 "Remedial Action" has the meaning set forth in Section 5.8.

1.151A "Required Additional Study Election" has the meaning set forth in Section 5.2(d).

1.152 "Royalty Term" has the meaning set forth in Section 7.4(b).

1.153 "Safety Reason" has the meaning set forth in Section 13.2(a).

1.154 "SEC" has the meaning set forth in Section 11.4(d).

1.155 Omitted.

1.156 Omitted.

1.157 "Second Confidentiality Agreement" means the confidentiality agreement between Allos and Mundipharma Pharmaceuticals Inc. dated [***].

1.158 "Second Letter Agreement" means the letter agreement between Allos and Mundipharma, dated [***].

1.159 Omitted.

1.160 Omitted.

1.161 "Shared Claims" has the meaning set forth in Section 10.3.

1.162 "Shared Costs" has the meaning set forth in Section 10.3.

1.163 "Shared Study" means any of the Existing Studies (including Allos Studies and Pediatric Studies) or Additional Studies.

1.164 "Sole Inventions" has the meaning set forth in Section 8.1.

1.165 "Sublicense Revenue" means [***], but excluding sums received: (a) [***], (b) [***]; (c) [***]; (d) [***]; (e) [***]; (f) [***]; or (g) [***]; *provided*, *however*, [***], then for purposes of calculating Sublicense Revenue arising from [***].

1.166 "Sublicensee" has the meaning set forth in Section 2.1(f)(ii).

1.167 "Supply Agreement" has the meaning set forth in the Recitals.

1.167A "Switzerland Option" has the meaning set forth in Section 14.17.

1.168 "Technical Agreement" has the meaning set forth in the Supply Agreement.

1.169 "Term" has the meaning set forth in Section 12.1.

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1.170 "Third Party" means any entity other than Allos or Mundipharma or an Affiliate of either of them.

1.171 "Third Party Claim" has the meaning set forth in Section 8.7.

1.172 "Transferred Countries" has the meaning set forth in Section 14.16.

1.173 "Transition Date" means [***].

1.174 "U.S." means the United States of America, including all possessions and territories thereof.

ARTICLE 2

LICENSES

2.1 Licenses to Mundipharma.

(a) Development License to Mundipharma. Subject to the terms and conditions of this Agreement, Allos hereby grants to Mundipharma an exclusive (even as to Allos except as provided in Section 2.1(e)), milestone-bearing right and license, with the right to sublicense solely as provided in Section 2.1(f), under the Allos Technology and the Allos ISS Technology, to Develop the Product in the Field in accordance with the Development Plan and for the purpose of obtaining or maintaining Regulatory Approvals in the Field in the Licensed Territory or otherwise exercising Mundipharma's rights or performing Mundipharma's obligations under the Development Plan (including for the purpose of conducting any Additional Study pursuant to Section 4.4(a) or (b) or proceeding with an Incremental Study pursuant to Section 4.4(c) in the Licensed Territory or the Allos Territory). For clarity, the foregoing license does not include a right for Mundipharma to manufacture or have manufactured Products for use in Development, and Mundipharma's and its designees' only rights under the Allos Technology to manufacture or have manufactured Products are as expressly set forth in Section 2.1(c) and in the Supply Agreement. For further clarity, the foregoing license does not include a right for Mundipharma to make or have made any derivatives of the API. If Mundipharma wishes to make any such derivatives, it shall inform Allos in writing and shall refrain from making or having made any such derivatives of the API unless and until it receives Allos' prior written consent.

(b) Commercial License to Mundipharma. Subject to the terms and conditions of this Agreement, Allos hereby grants to Mundipharma an exclusive (even as to Allos except as provided in Section 2.1(e)), milestone- and royalty-bearing right and license, with the right to sublicense solely as provided in Section 2.1(f), under the Allos Technology and the Allos ISS Technology, to use, sell, offer for sale, import, export, distribute, warehouse, market, promote, apply for and submit applications for Pricing Approval and Reimbursement Approval, and otherwise Commercialize Products in the Field in the Licensed Territory. For clarity, the foregoing license does not include a right for Mundipharma to manufacture or have manufactured Products for use in Commercialization, and Mundipharma's and its designees' only rights under the Allos Technology to manufacture or have manufactured Products are as expressly set forth in Section 2.1(c) and in the Supply Agreement.

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(c) Manufacturing Licenses.

(i) With Respect to Bulk Product. Subject to the terms and conditions of this Agreement and the Supply Agreement, Allos hereby grants to Mundipharma a non-exclusive, royalty-free limited right and license, with the right to sublicense in accordance with Section 2.1(f) to its Affiliates or, with the prior written consent of Allos to a Third Party manufacturer (which consent shall not be unreasonably withheld, conditioned or delayed; *provided*, *however*, that with respect to a sublicense to the Current Third Party Manufacturer of Bulk Product, the terms of Section 2.1(f)(i) shall govern), under the Allos Manufacturing Know-How and Allos Patents, to manufacture Bulk Product solely for use in accordance with this Agreement.

(ii) With Respect to API (as defined in the Supply Agreement). Subject to the terms and conditions of this Agreement and the Supply Agreement, Allos hereby grants to Mundipharma a non-exclusive, royalty-free limited right and license, with the right to sublicense in accordance with Section 2.1(f) to its Affiliates or, with the prior written consent of Allos to a Third Party manufacturer (which consent shall not be unreasonably withheld, conditioned or delayed; *provided*, *however*, that with respect to a sublicense to the Current Third Party Manufacturers of API (as defined in the Supply Agreement), the terms of Section 2.1(f)(i) shall govern), under the Allos Manufacturing Know-How and Allos Patents, to manufacture API (as defined in the Supply Agreement) solely for use in non-clinical studies in accordance with this Agreement and for use by Mundipharma or its Affiliates or permitted Third Party manufacturers in manufacturing Bulk Product in accordance with Section 2.1(c)(i).

(d) PDX License Agreement. The licenses granted to Mundipharma in Sections 2.1(a), 2.1(b) and 2.1(c) include sublicenses under Allos Technology licensed to Allos under the PDX License Agreement. The licenses granted to Mundipharma in Sections 2.1(a), 2.1(b) and 2.1(c) are subject to the license rights and restrictions associated with such rights under the PDX License Agreement, in each case to the extent applicable to the rights granted to Mundipharma hereunder.

(e) Allos Retained Rights. Notwithstanding the exclusive rights granted to Mundipharma in Sections 2.1(a) and 2.1(b) and without limiting the generality of Section 2.4, Allos retains the right to practice the Allos Technology to: (i) Develop the Product in the Field in accordance with the Allos Required Studies Schedule and for the purpose of exercising Allos' rights or performing Allos' obligations under the Allos Required Studies Schedule (including for the purpose of conducting any Additional Study pursuant to Section 4.4(a) or (b) or proceeding with an Incremental Study pursuant to Section 4.4(c)) in the Licensed Territory or the Allos Territory; (ii) Develop the Product for the purpose of obtaining or maintaining Regulatory Approval in the Allos Territory; (iii) use, sell, offer for sale, import, export, distribute, warehouse, market, promote, apply for and submit applications for Pricing Approval and Reimbursement Approval, and otherwise Commercialize Products in the Field in the Allos Territory; (iv) manufacture or have manufactured Products anywhere in the world; and (v) practice and license the Allos Technology in the Field in the Allos Territory.

(f) Sublicense Rights.

(i) Mundipharma shall have the right to grant sublicenses (i) of the licenses granted in Sections 2.1(a), 2.1(b) and 2.1(c) or (ii) to sell Products in the Licensed Territory in the Field, in each case without the prior approval of Allos, only to (A) its Affiliates, provided that such sublicense shall automatically terminate if such person, corporation, partnership or entity ceases to be an Affiliate of Mundipharma, and (B) Third Party subcontractors that are performing part of Mundipharma's obligations under this Agreement (excluding any Third Party manufacturers), and in each case provided that Mundipharma shall at all times sell, offer for sale, import, export and otherwise Commercialize the Product in Mundipharma's or its Affiliate's name. Mundipharma shall not grant any sublicenses (i) of the licenses granted in Sections 2.1(a), 2.1(b) and 2.1(c), or (ii) any rights to sell the Product in the Field in the Licensed Territory, to any Third Party (including any Third Party manufacturer but excluding any non-manufacturing Third Party subcontractors as permitted in the preceding sentence) without the prior approval of Allos, which approval shall not be unreasonably withheld, conditioned or delayed. Notwithstanding the foregoing, the Parties agree it would be reasonable for Allos to withhold consent [***], unless, at the time such consent is requested, (i) [***], and (ii) [***]. Mundipharma shall be solely responsible for all of its Sublicensees', subcontractors', agents' and distributors' activities and any and all failures by its Sublicensees, subcontractors, agents or distributors to comply with the terms of this Agreement.

(ii) Mundipharma shall, within [***] after granting any sublicense under Sections 2.1(a), 2.1(b) or 2.1(c) above, or rights to sell the Product in the Field in the Licensed Territory to a Third Party, notify Allos of the grant of such sublicense to a Third Party and provide Allos with a true and complete copy of the agreement (a "**Mundipharma Sublicense Agreement**") between Mundipharma and such Third Party (the "**Sublicensee**"), pursuant to which such sublicense or rights were granted. Each Mundipharma Sublicense Agreement shall be consistent with the terms and conditions of this Agreement and shall include the following additional terms and conditions:

(A) No Mundipharma Sublicense Agreement shall obligate (or purport to obligate) Allos without Allos' express written consent;

(B) the Sublicensee shall provide Mundipharma with all Information, Regulatory Materials and other documentation necessary for Mundipharma to comply with its obligations under this Agreement, including payment and reporting obligations hereunder, and shall include audit provisions substantially similar to those contained in this Agreement;

(C) the Sublicensee shall be bound by non-use and non-disclosure obligations no less stringent than those set forth in this Agreement;

(D) the Sublicensee shall not have any right to grant sublicenses to the Allos Technology or the Mundipharma Technology;

(E) the Sublicensee shall not have any right to prosecute or maintain any Allos Patents, Joint Patents or Mundipharma Patents; and

[***]: CONFIDENTIAL PORTIONS OMITTED AND FILED SEPARATELY WITH THE COMMISSION.

(F) Mundipharma or, with prior written notice to Allos, its designated Affiliate shall own and Control all Information and Patents relating to the Product or the API made and all Regulatory Materials prepared or filed by the Sublicensee in the course of conducting its activities under the Mundipharma Sublicense Agreement. Such designated Affiliate of Mundipharma shall be subject to all applicable covenants, obligations, representations and warranties of Mundipharma under this Agreement.

(iii) With respect to any Mundipharma Sublicense Agreement that includes a sublicense under Allos Technology licensed to Allos under the PDX License Agreement:

(A) Allos shall be permitted to provide SRI International, Sloan-Kettering Institute for Cancer Research and Southern Research Institute, with a copy of such Mundipharma Sublicense Agreement; and

(B) the Sublicensee's rights shall be subject to the license rights and restrictions associated with such rights under the PDX License Agreement, in each case to the extent applicable to the rights granted to the Sublicensee.

(iv) Mundipharma shall pay to Allos [***] of all Sublicense Revenue within [***] after the end of the calendar quarter in which Mundipharma receives such Sublicense Revenue from a Third Party.

(g) Limited Incremental Study License to Mundipharma. Subject to the terms and conditions of this Agreement, Allos hereby grants to Mundipharma a non-exclusive, fully paid, royalty-free limited right and license under any Patent Controlled by Allos during the Term that claims the Product or the API or the manufacture or use in the Field of the Product or the API (other than an Allos Patent, Joint Patent or Patent within the Allos ISS Technology), to the extent necessary for the Development of Product in accordance with the Development Plan (in the Allos Territory or the Licensed Territory) or for the Commercialization of the Product in the Field in the Licensed Territory.

2.2 License to Allos.

(a) Subject to the terms and conditions of this Agreement, Mundipharma hereby grants to Allos (i) a co-exclusive, fully paid, royalty-free right and license (with the right to grant sublicenses) under the Mundipharma Technology and the Mundipharma ISS Technology, to Develop Products in the Field in accordance with the Allos Required Studies Schedule or to otherwise exercise Allos' rights or perform Allos' obligations under the Allos Required Studies Schedule (including for the purpose of conducting any Additional Study pursuant to Section 4.4(a) or (b) or proceeding with an Incremental Study pursuant to Section 4.4(c) in the Licensed Territory or the Allos Territory); and (ii) an exclusive (even as to Mundipharma), fully paid, royalty-free right and license (with the right to grant sublicenses), under the Mundipharma Technology and the Mundipharma ISS Technology, to (A) Develop Products in the Field for the purpose of obtaining or maintaining Regulatory Approval in the Allos Territory, and (B) use, sell, offer for sale, import, distribute, warehouse, market, promote, apply for and submit applications for Pricing Approval and Reimbursement Approval, and otherwise Commercialize Products in the Field in the Allos Territory.

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Notwithstanding the exclusive rights granted to Allos in this Section 2.2 and without limiting the generality of Section 2.4, Mundipharma retains the right to practice the Mundipharma Technology for the purpose of performing Mundipharma's obligations with respect to Shared Studies.

(b) Limited Incremental Study License to Allos. Subject to the terms and conditions of this Agreement, Mundipharma hereby grants to Allos a non-exclusive, fully paid, royalty-free limited right and license under any Patent Controlled by Mundipharma that claims the Product or the API or the manufacture or use in the Field of the Product or the API (other than a Mundipharma Patent, Joint Patent or Patent within the Mundipharma ISS Technology) to the extent necessary for the Development of Product in accordance with the Allos Required Studies Schedule (in the Allos Territory or the Licensed Territory) or for the Commercialization of the Product in the Field in the Allos Territory.

(c) Manufacturing License to Allos. Subject to the terms and conditions of this Agreement, Mundipharma hereby grants to Allos a non-exclusive, fully paid, royalty-free, irrevocable limited right and license (with the right to grant sublicenses), under Information or inventions made, conceived, obtained or generated by or on behalf of Mundipharma or any of its Affiliates or Third Party manufacturers in the course of manufacturing Product or API or any components thereof and any Patents claiming such Information or invention, to manufacture and have manufactured API and Product. Mundipharma shall use reasonable best efforts to promptly disclose to Allos all Information and inventions made, conceived, obtained or generated by or on behalf of Mundipharma or any of its Affiliates or Third Party manufacturers in the course of manufacturing Product or API or any components thereof.

2.3 Negative Covenant. Mundipharma covenants that it will not, and will not permit any of its Affiliates or Sublicensees to, use or practice any Allos Technology or Allos ISS Technology outside the scope of the licenses granted to it under Sections 2.1(a), 2.1(b) and 2.1(c). Allos covenants that it will not, and will not permit any of its Affiliates or sublicensees to, use or practice any Mundipharma Technology or Mundipharma ISS Technology outside the scope of the licenses granted to it under Section 2.2.

2.4 No Implied Licenses. Except as explicitly set forth in this Agreement, neither Party shall be deemed by estoppel or implication to have granted the other Party any license or other right to any intellectual property of such Party.

ARTICLE 3

GOVERNANCE

3.1 Joint Product Committee.

(a) Formation and Role. Within [***] after the Effective Date, the Parties will establish a joint product committee (the "**Joint Product Committee**" or "**JPC**") for the overall oversight and coordination of the Parties' activities under this Agreement and for overseeing (i) the Development of the Product in the Field in the Licensed Territory, and (ii) the Commercialization of the Product in the Field in the Licensed Territory. The role of the JPC shall be:

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(i) to review, discuss and approve the overall strategy for the Development and Drug Approval of the Product in the Field in the Licensed Territory;

(ii) to review and discuss the overall performance of the Parties pursuant to this Agreement and to compare performance of the objectives outlined in the Development Plan and the Allos Required Studies Schedule to the diligence obligations set forth in Sections 4.6 and 5.2(d);

(iii) to oversee the Development of the Product in the Field in the Licensed Territory;

(iv) to review, discuss, prepare and approve amendments to the Development Plan, including the budget for each Development activity and the design of each clinical trial or other study included or proposed to be included in the Development Plan pursuant to Section 4.4, and to review, discuss, prepare and approve amendments to the Regulatory Plan;

(v) to agree on the requirements for Drug Approval and review and discuss overall strategy for Pricing Approval and Reimbursement Approval of the Product in the Field in the Licensed Territory;

(vi) to establish general guidelines for Investigator-Sponsored Studies with respect to a Product in the Field which, if complied with by a particular ISS, will allow a Party to authorize or facilitate such ISS on prior notice to the JPC but without the need for obtaining the other Party's approval;

(vii) to review any disputes between the Parties regarding a potential Material Impact of an ISS that does not comply with the general guidelines established by the JPC;

(viii) to discuss the Parties' activities with respect to the Product in the Field in the Licensed Territory in conjunction with Allos' and its licensees' activities with respect to the Product in the Field in the Allos Territory;

(ix) to review, discuss and coordinate the Parties' scientific presentation and publication strategy relating to Products in the Field in the Licensed Territory;

(x) to discuss the Parties' respective Development activities in the Field as between the Licensed Territory and the Allos Territory, including Incremental Studies;

(xi) to review and discuss the Commercialization Plan, as well as any amendments thereto;

(xii) to discuss the Parties' respective Commercialization activities in and as between the Licensed Territory and the Allos Territory;

(xiii) to oversee implementation of the Commercialization Plan;

(xiv) to review any [***] after receipt of Regulatory Approval;

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(xv) to review, discuss and coordinate the Parties' attendance, Product messaging and presentations (including "poster-board" presentations and industry booths) at international seminars and conferences at which the Product is being discussed;

(xvi) to direct and oversee the JMC and any other operating committee (the "**Other Committees**") established by the JPC, on all significant issues that fall within the purview of such committees;

(xvii) to appoint Other Committees, consisting of equal numbers of appropriately qualified members appointed by each Party, from time to time as it deems fit;

(xviii) to attempt to resolve, in a timely manner, issues presented to it by, and disputes within, the JMC and Other Committees;

(xix) to facilitate the flow of Information between the Parties with respect to the Development of, obtaining Drug Approval for, and the Commercialization of, Products in the Field; and

(xx) perform such other functions as appropriate to further the purposes of this Agreement, as expressly set forth in this Agreement or as mutually determined by the Parties in writing.

The JPC shall have only the powers expressly assigned to it in this Section 3.1 and elsewhere in this Agreement. The JPC shall have no power to interpret, amend, modify, or waive compliance with this Agreement.

(b) Members. Each Party shall initially appoint two (2) representatives to the JPC, each of whom will be an officer or employee of such Party having sufficient seniority within the applicable Party to make decisions arising within the scope of the JPC's responsibilities. The JPC may change its size from time to time by mutual consent of its members and each Party may replace its representatives at any time upon written notice to the other Party; *provided*, *however*, that the JPC will at all times consist of equal numbers of members appointed by each Party. In the event a JPC representative from either Party is unable to attend or participate in a meeting of the JPC, the Party who designated such representative may designate an appropriately qualified substitute representative for the meeting, in its sole discretion. The JPC shall have a chairperson, who shall be elected, on an annual basis, alternatively by Allos or Mundipharma. The initial chairperson shall be selected by Allos. The role of the chairperson shall be to convene and preside at all meetings of the JPC and to ensure the preparation of meeting minutes, but the chairperson shall have no additional powers or rights beyond those held by other JPC representatives.

(c) Meetings. The JPC shall meet at least two (2) times per calendar year during the Term unless the Parties mutually agree in writing to a different frequency for such meetings. Either Party may also call a special meeting of the JPC (by videoconference or teleconference) upon at least [***] prior written notice to the other Party in the event such Party reasonably believes that a significant matter must be addressed prior to the next regularly scheduled meeting, and such Party shall provide the JPC no later than [***] prior to the special meeting with materials reasonably

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adequate to enable an informed decision to be made by its members. The JPC may meet in person, by videoconference or by teleconference. Each Party shall be responsible for its own expenses relating to such meetings. As appropriate, other employee representatives or agents of the Parties may attend JPC meetings as non-voting observers and/or presenters. The chairperson of the JPC shall be responsible for preparing reasonably detailed written minutes of all JPC meetings that reflect and include all material decisions made at such meetings. The JPC chairperson shall send draft meeting minutes to each member of the JPC for review and approval within ten (10) business days after each JPC meeting. Such minutes shall be deemed approved unless one or more members of the JPC objects to the accuracy of such minutes within ten (10) business days of receipt.

(d) Decision Making. Actions to be taken by the JPC shall be taken only following unanimous vote, with each Party having one (1) vote representing the views of its members. If the JPC fails to reach unanimous agreement on a matter before it for decision for a period in excess of [***], either Party may submit the matter in writing to the other, and the Parties shall refer such dispute to the Chief Executive Officer or other designee of Allos and the General Manager of Mundipharma (or their respective designees) (the "**Executive Officers**") for resolution in accordance with the decision-making procedures described in Section 13.2; *provided*, *however*, that the following disputes shall not be submitted to the Executive Officers for resolution and instead shall be decided as follows: (i) for any dispute regarding [***], the JPC members for [***]; (ii) for any dispute regarding the [***], the JPC members for [***]; (iii) for any dispute regarding [***], the JPC members for [***]; and (iv) for any dispute regarding [***].

3.2 Joint Manufacturing Committee. A joint manufacturing committee (the "**Joint Manufacturing Committee**" or "**JMC**") will be established pursuant to the Supply Agreement. The roles and responsibilities of the JMC shall be as specified in the Supply Agreement.

3.3 Good Faith. In conducting themselves on any committees, all representatives of both Parties shall consider diligently, reasonably and in good faith all input received from the other Party, and shall use Reasonably Diligent Efforts to reach consensus on all matters before them. In exercising any decision-making authority granted to it under this Article 3, each Party shall conduct its discussions in good faith. Notwithstanding anything to the contrary in this Agreement, neither Party nor any of their respective Affiliates shall be required to take, or shall be penalized for not taking, any action that is not in compliance with such Party's ethical business practices and policies or that such Party reasonably believes is not in compliance with applicable Laws.

3.4 Scope of Governance. The Parties agree not to share or discuss any strategic or commercially sensitive information beyond the scope of the collaboration contemplated by this Agreement.

ARTICLE 4

PRODUCT DEVELOPMENT

4.1 Overview. The Parties desire and intend to collaborate with respect to the Development of the Product in the Field, as and to the extent set forth in this Agreement. As described in more detail in this Article 4 (with respect to the non-clinical and clinical aspects of

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Development) and Article 5 (with respect to the regulatory aspects of Development), the Parties have already agreed that certain Development activities for the Product in the Field, up to and including the Effective Date, pursuant to the Original Agreement, were to be jointly funded and others were to be solely funded by Allos. The Parties have also agreed upon a mechanism for proposing new studies in the Field and determining whether the Parties wish to jointly fund such studies or if one of the Parties may conduct such study without funding from the other Party.

4.2 Development Plan.

(a) General. Development of the Product with respect to the Field shall be conducted pursuant to a comprehensive written development plan (the "**Development Plan**"), which shall specify all Development activities for the Product in the Field by Mundipharma, regardless of whether such activities are jointly funded by the Parties or funded by just one of the Parties, and shall include a detailed timeline for performing those activities necessary to obtain Regulatory Approval in the Field in each country in the Licensed Territory (such timeline, the "**Regulatory Plan**"). For each Development activity specified in the Development Plan, the Development Plan shall specify the timeline for initiating and completing such activity, and the budget for such activity. For each clinical trial specified in the Development Plan, the Development Plan shall specify the planned accrual for such trial, the sites at which the trial will be conducted and the lead investigator(s) for such trial. For clarity, the Initial Development Plan and the Amended Development Plan shall each be considered iterations of the Development Plan, it being understood that neither party shall be obligated to perform trials and/or studies set forth in the Initial Development Plan that are not included in the Amended Development Plan or the Allos Required Studies Schedule.

(b) Initial Development Plan; Amended Development Plan. The Parties agreed upon an initial development plan, which was set forth in the Letter Agreement (the "**Initial Development Plan**"). The studies set forth in **Exhibit 1** to the Initial Development Plan, as amended from time to time (the "**Existing Studies**") included: (i) studies that were being conducted by or on behalf of Allos as of the Original Effective Date; (ii) activities that had not been initiated as of the Original Effective Date but were needed to generate Information that was required by the FDA as a condition of the Product's Regulatory Approval in the U.S. for the Lead Indication; (iii) certain medical affairs, and clinical and non-clinical studies that were identified in **Exhibit 1** to the Initial Development Plan, as amended from time to time, as "**Allos Studies**"; and (iv) those pediatric studies (and associated preclinical and CMC requirements) required by the EMA with respect to the Product in the Field (the "**Pediatric Studies**"). The Initial Development Plan identified the Party with operational responsibility for the activities that formed a part of the Existing Studies. Each Party shall be responsible for such Party's share (i.e., the Allos Share or the Mundipharma Share, as applicable) of the costs associated with the Existing Studies incurred before the Transition Date, pursuant to the Original Agreement, except that Allos shall be solely responsible for all costs incurred before the Transition Date, pursuant to the Original Agreement, with respect to the conduct of all Allos Studies. After the Transition Date, (i) no Development activities for the Product in the Field will be jointly funded (except for an Additional Study pursuant to Section 4.4(b)), (ii) the cost of the Existing Studies (including any Existing Study relating to First Line PTCL Indications) will be solely funded by Allos, (iii) any Development activities for the Product in the Field in the Licensed Territory conducted by Mundipharma will be solely funded by Mundipharma (except for an Additional Study pursuant to Section 4.4(b)), and (iv) any Incremental Studies pursuant to Section 4.4(c) shall be borne by the Party conducting such study. For clarity, after the Transition Date, (i) neither Party shall have any Joint Development Cost payment obligations to the other Party, except as set forth in Section 7.2, and (ii) each Party, in addition to the Development activities

referenced in subsection (iii) of this Section 4.2(b), shall continue to rely on its right of access to data pursuant to Section 4.8, and right of reference to Regulatory Materials pursuant to Section 5.4, for the purpose of Developing and Commercializing the Product in the Field in such Party's territory. In connection with this amendment and restatement of the Original Agreement, the Parties have agreed upon an amended Development Plan, which is set forth in the Second Letter Agreement (the "**Amended Development Plan**").

(c) Amendments. The JPC shall periodically review and approve, and, as required or requested by Mundipharma, prepare an amendment to the then-current Development Plan. Such amended Development Plan shall reflect any changes (including additions) to the Development of the Product in the Field by Mundipharma. Once approved by the JPC, the amended Development Plan shall become effective and supersede the previous Development Plan as of the date of such approval. Promptly after the Parties agree to conduct an Additional Study proposed by Mundipharma pursuant to Section 4.4(b), or Mundipharma decides to proceed with an Incremental Study pursuant to Section 4.4(c), the JPC shall prepare, review and approve an amendment to the Development Plan that adds such Additional Study or Incremental Study to the Development Plan.

(d) Performance. Each Party shall use Reasonably Diligent Efforts to conduct the Development activities allocated to such Party in the Development Plan or the Allos Required Studies Schedule, as applicable, in a timely and effective manner. Each Party shall conduct its activities under the Development Plan or the Allos Required Studies Schedule, as applicable, in a good scientific manner and comply in all material respects with all applicable Laws.

4.3 Omitted.

4.4 Future Development Activities.

(a) Proposed Study. If either Party wishes to conduct and/or fund any additional Development activities in the Field (including company-sponsored studies to explore the utility of the Product in the Field and/or to expand the label of the Product in such Party's territory to include additional Indications and also including testing one or more New Forms) that are not already set forth in the Development Plan or the Allos Required Studies Schedule (each of the foregoing activities, a "**Proposed Study**"), the proposing Party shall present to the other Party's representatives on the JPC the proposed design and timeline for such Proposed Study and the proposed budget for such Proposed Study. The JPC shall discuss such Proposed Study at its next meeting, whether regularly scheduled or specially requested under Section 3.1(c), and the proposing Party shall provide, within [***] after such JPC meeting (or such longer period of time as agreed upon in writing by the Parties), any additional information reasonably requested by the other Party's JPC representatives prior to or during such JPC meeting.

(b) Additional Study. If within [***] after the JPC meeting at which a particular Proposed Study is discussed (or such longer period of time as agreed upon in writing by the Parties) (i) the other Party notifies the proposing Party in writing that the other Party wishes to cooperate in such Proposed Study, and any Related Studies contemplated at such time, on the terms (including design, budget and timeline) proposed by the proposing Party or (ii) the Parties agree in writing upon the terms (including design, budget, timeline and rights and obligations upon wind-down or

termination) under which they will cooperate in such Proposed Study, then it will be deemed an "**Additional Study.**" If such Additional Study is proposed by Mundipharma, the Development Plan shall be amended pursuant to Section 4.2(c) to include such Additional Study. The Parties shall have the diligence obligations with respect to such Additional Study as provided in Section 4.2(d). The Parties shall share all Joint Development Costs incurred to conduct such Additional Study in accordance with the applicable budget and in the proportions mutually agreed by the Parties. All Information resulting from such Additional Study will be available for use by each Party with respect to the Development and Commercialization of the Product in the Field in its respective territory in accordance with the licenses and rights granted or retained under Article 2 of this Agreement.

(c) Incremental Studies.

(i) If all information reasonably requested by the non-proposing Party has been provided by the proposing Party and by the [***] after the JPC meeting at which a particular Proposed Study is discussed (or such longer period of time as agreed upon in writing by the Parties) under Section 4.4(b): (x) (1) the other Party has not notified the proposing Party in writing that the other Party wishes to cooperate in such Proposed Study on the terms (including design, budget and timeline) proposed by the proposing Party, or (2) the Parties have not agreed in writing upon the terms (including design, budget and timeline) under which they will cooperate in such Proposed Study, and (y) if Mundipharma is the proposing Party, Allos has not notified Mundipharma that it believes that such Proposed Study is substantially likely to create a Material Impact, then such Proposed Study will be deemed an "**Incremental Study**", the proposing Party shall be deemed the "**Conducting Party**" with respect to such Incremental Study, the other Party shall be deemed the "**Non-Conducting Party**" with respect to such Incremental Study and, unless the Conducting Party notifies the JPC that it does not wish to proceed with such Incremental Study, (A) if Mundipharma is the Conducting Party, the Development Plan shall be amended pursuant to Section 4.2(c) to include an Incremental Study and to specify Mundipharma as solely responsible for the conduct and costs of such Incremental Study, and (B) if Allos is the Conducting Party, Allos shall be solely responsible for the conduct and costs of such Incremental Study. The Non-Conducting Party shall not be responsible for any costs, including milestones, unless such Non-Conducting Party opts-in to such Incremental Study pursuant to Section 4.4(c)(v). Mundipharma as the Conducting Party may proceed with an Incremental Study only after an amendment to the Development Plan. If Allos believes that a Proposed Study is substantially likely to create a Material Impact and Mundipharma disputes whether such belief is reasonable, the JPC shall discuss and decide whether such belief is reasonable. The Proposed Study shall be deemed an Incremental Study if the JPC decides that Allos' belief is not reasonable. If the JPC agrees that Allos' belief is reasonable, then Mundipharma shall not proceed with the Proposed Study. If the JPC cannot agree whether Allos' belief is reasonable, then such dispute shall be handled in accordance with Section 13.2.

(ii) Notwithstanding each Party's exclusive commercial rights to its respective territory, Mundipharma shall have the right to conduct an Incremental Study in patients in the Allos Territory (subject to Section 4.4(c)(i) above), and Allos shall have the right to conduct an Incremental Study in patients in the Licensed Territory.

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(iii) The Conducting Party shall promptly inform the JPC of any material changes it wishes to make to an Incremental Study, including the budget therefor, and, if Mundipharma is the Conducting Party, the Development Plan shall be amended to address them unless, Allos believes that the amendment is substantially likely to have a Material Impact, in which case the JPC shall review such amendment and approve it only if the JPC decides that Allos' belief is not reasonable. If the JPC agrees that Allos' belief is reasonable, Mundipharma shall proceed without such material changes. If the JPC cannot agree whether Allos' belief is reasonable, then such dispute shall be handled in accordance with Section 13.2. The Conducting Party may suspend or terminate an Incremental Study without obtaining approval from the JPC if there is a Safety Reason or such suspension or termination is required by a Regulatory Authority or investigational review board; provided, the Conducting Party shall promptly notify the JPC of any such suspension or termination.

(iv) Promptly following the availability of interim data from or completion of an Incremental Study, the Conducting Party shall deliver to the JPC the top-line data summary from such Incremental Study. The Non-Conducting Party will have no rights to use any Information resulting from such Incremental Study in any filings with Regulatory Authorities, for Commercialization in its territory, or otherwise, *provided*, *however*, that the Non-Conducting Party may file required safety information with the applicable Regulatory Authorities in its territory in accordance with Section 4.8(b) and refer to the Regulatory Materials in accordance with Section 5.4.

(v) Opt-In.

(A) Within [***] of the Conducting Party having obtained final results in an Incremental Study establishing Clinical Proof of Concept, such Conducting Party shall deliver to the Non-Conducting Party the top-line data summary from such Incremental Study (the delivery date of such top-line data summary, the "**Opt-In Option Date**"), and the Non-Conducting Party with respect to such Incremental Study shall have the right (the "**Opt-In Right**") to convert such Incremental Study to an Additional Study by (1) making a payment to the Conducting Party of a mutually agreeable amount as Non-Conducting Party's share of the development costs already incurred by the Conducting Party (which amount shall take into account the cost incurred by the Conducting Party to perform such Incremental Study and an appropriate premium to be paid by the Non-Conducting Party to exercise such Opt-In Right) (such payment, the "**Opt-In Payment**"), and (2) agreeing with the Conducting Party upon the budget, timeline, rights and obligations upon wind-down or termination and allocation of operational responsibility for Development activities, if any, to be performed with respect to such Incremental Study and all Related Studies after the exercise of such Opt-In Right and committing to pay its mutually agreed share of Joint Development Costs incurred with respect to such Incremental Study and Related Studies after the exercise of such Opt-In Right.

(B) If the Non-Conducting Party with respect to such Incremental Study is considering exercising its Opt-In Right with respect to such Incremental Study, it shall, no later than [***] after the Opt-In Option Date, notify the Conducting Party in writing and shall request that the Conducting Party provide: (1) an estimate for the Opt-In Payment (the "**Opt-In Estimate**"), which estimate shall be based upon the development costs already incurred by the Conducting Party with respect to such Incremental Study together with those anticipated to be incurred by the Conducting Party (as contemplated by Section 4.4(c)(v)(A)(1)), within [***] after the date of such notice (in each case, calculated as described in Section 4.4(c)(v)(A)(1)); and (2) a proposal to convert

an Incremental Study to an Additional Study, which amendment shall address the items specified in Section 4.4(c)(v)(A)(2), to the extent applicable to such Incremental Study. The Conducting Party shall provide such estimate and proposal, together with reasonable documentation of the Conducting Party's already incurred costs, within [***] after such notice (or such longer period of time as agreed upon in writing by the Parties). The Conducting Party shall promptly answer all reasonable questions posed by, and provide all additional documents reasonably requested by, the Non-Conducting Party with respect to the Opt-In Estimate. The JPC shall discuss such proposed conversion at its next meeting, whether regularly scheduled or specifically requested under Section 3.1(c). The Conducting Party shall provide, within [***] after such JPC meeting (or such longer period of time as agreed upon in writing by the Parties), any additional information reasonably requested by the Non-Conducting Party's JPC representatives prior to or during such JPC meeting. The Non-Conducting Party shall be deemed to have exercised its Opt-In Right with respect to such Incremental Study if, within [***] after the JPC meeting at which such proposed amendment to the Development Plan is discussed (or such longer period of time as agreed upon in writing by the Parties), the Conducting Party receives payment of the Opt-In Estimate amount and the JPC reviews and approves the proposal to convert such Incremental Study to an Additional Study, which proposal addresses the items specified in Section 4.4(c)(v)(A)(2), to the extent applicable to such Incremental Study.

(C) Upon exercise of the Opt-In Right with respect to a particular study, such study shall cease to be an Incremental Study and shall be deemed to be an Additional Study, the Parties shall share all future Joint Development Costs associated therewith as mutually agreed and the Parties shall have the diligence obligations with respect to such Additional Study as provided in Section 4.2(d).

(d) Related Studies. The agreement by the Parties to any Additional Study under this Section 4.4, whether from the outset of the study pursuant to Section 4.4(a) or (b), or through either Party's exercise of its Opt-In Right to an Incremental Study pursuant to Section 4.4(c)(v), shall not be deemed an agreement by the Parties to cooperate in any and all related studies necessary for the implementation of such Additional Study or to obtain Drug Approval in the U.S. and all Major Market Countries in the applicable new Indication or new formulation that is the subject of such Additional Study (excluding any related studies that are required exclusively to obtain Drug Approval in the U.S. and not in any Major Market Country) (each such related study, a "**Related Study**"). Upon the agreement by the Parties to any Additional Study under this Section 4.4, the Parties shall use good faith efforts to discuss and agree on the terms (including design, budget, timeline and rights and obligations upon wind-down or termination) under which they will cooperate in any Related Studies that may be necessary. If, after discussion, the Parties cannot agree on the terms (including design, budget, timeline and rights and obligations upon wind-down or termination) under which they will cooperate in such Related Study, (i) the conducting Party may conduct the Related Study and shall be solely responsible for such conduct and the costs of such Related Study, and (ii) the terms of Section 4.4 shall apply to any such Related Study as if such Related Study is an Incremental Study. If the Parties agree on the terms of any Related Study, the terms of Section 4.4 shall apply to any Related Study in the same manner that they apply to the Additional Study to which such Related Study relates.

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(e) Manufacture. With respect to any Additional Study or Incremental Study (for which either Party is the Conducting Party) that involves a New Form, the Conducting Party shall offer the Non-Conducting Party the opportunity to be the supplier of such New Form. Unless the Non-Conducting Party informs the Conducting Party that it is not interested in being, or is unable to be, the supplier of such New Form, the Parties shall negotiate in good faith and enter into a separate supply agreement that sets forth the terms and conditions under which the Non-Conducting Party will supply such New Form to the Conducting Party (in the event of an Incremental Study) or one or both Parties (in the event of an Additional Study). If the Non-Conducting Party informs the Conducting Party that it is not interested in being, or is unable to be, the supplier of such New Form, then the Non-Conducting Party shall grant to the Conducting Party a non-exclusive, royalty-free limited right and license, under the Allos Manufacturing Know-How and Allos Patents, or Mundipharma Know-How, Mundipharma-Controlled manufacturing-related Information and Mundipharma Patents, as applicable, to manufacture such New Form, with (in the event Mundipharma is the Conducting Party) the right to sublicense in accordance with Section 2.1(f) to its Affiliates or, with the prior written consent of the Non-Conducting Party, to a Third Party manufacturer (which consent shall not be unreasonably withheld, conditioned or delayed), solely for use in accordance with this Agreement.

4.5 Development Costs. The Parties shall each be responsible for their respective share (i.e., the Allos Share or the Mundipharma Share, as applicable) of all Joint Development Costs incurred up to and including the Transition Date pursuant to the Original Agreement. After the Effective Date, the Parties shall share all Joint Development Costs incurred to conduct an Additional Study in the proportions mutually agreed by the Parties. Allos shall also be responsible for all costs and expenses of the Allos Studies. The Party conducting an Incremental Study shall be solely responsible for all costs and expenses of such Incremental Study, unless the other Party exercises its Opt-In Right with respect to such study in accordance with Section 4.4(c)(v).

4.6 Diligence. Mundipharma and Allos shall each use Reasonably Diligent Efforts to Develop the Product in each country in the Licensed Territory in accordance with their respective activities under the Development Plan and the Allos Required Studies Schedule, respectively; provided, that Mundipharma shall comply with the Development milestones in Japan (the "**Japan Milestones**") set forth in the Amended Development Plan.

4.7 Investigator Sponsored Studies.

(a) Before either Party authorizes or facilitates an investigator to conduct an ISS for the Product in the Field, such Party shall notify the other Party in writing, which notice shall provide a reasonably detailed description of such ISS and shall provide the other Party a reasonable opportunity to review and comment upon such ISS. Such Party shall give reasonable consideration to the other Party's comments.

(b) If Mundipharma proposes to authorize or facilitate an investigator to conduct an ISS for the Product in the Field, Allos shall have [***] after the notice required under Section 4.7(a) is given (or such longer period of time as agreed upon in writing by the Parties) to allege that the conduct of such ISS is substantially likely to create a Material Impact and if Mundipharma disagrees with such allegation, then the JPC shall discuss and decide whether such

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belief is reasonable. Mundipharma may proceed with the proposed ISS, if the JPC decides that Allos' belief is not reasonable. If the JPC agrees that Allos' belief is reasonable, then Mundipharma shall not proceed with the ISS. If the JPC cannot agree whether Allos' belief is reasonable, then such dispute shall be handled in accordance with Section 13.2.

(c) ISSs shall not be included in the Development Plan or the Allos Required Studies Schedule.

(d) A Party authorizing or facilitating an ISS pursuant to this Section 4.7 shall only receive disclosure, access or a license to any Information or Patent arising from such ISS under terms that allow such Party to Control such Information or Patent, such that such Information or Patent shall be included in Allos ISS Technology if such Party is Allos or Mundipharma ISS Technology if such Party is Mundipharma. Such Party shall disclose all such Information and Patents to the other Party promptly following its receipt of disclosure of or access to such Information or Patent.

4.8 Data Exchange and Use. Upon the Effective Date, Allos shall provide Mundipharma with access, free of charge, to all Allos Know-How then in existence that constitutes pre-clinical or clinical data relating to the Product. For clarity, Allos does not have any obligation to disclose or provide access to any Information with respect to manufacture of the Product except in the event the license under Section 2.1(c) becomes effective and then only in accordance with Section 2.1(c) and the Supply Agreement. In addition to its adverse event and safety data reporting obligations pursuant to Section 5.7, each Party shall promptly provide the other Party with access to, at no additional charge:

(a) all safety, clinical and other development Information (including, if requested, raw data) associated with the conduct of the Shared Studies, as reasonably necessary or useful to support such other Party's Development or Commercialization of the Product in the Field in accordance with this Agreement, including rights of access and reference to Regulatory Materials; and

(b) all safety Information (including, if requested, raw data) generated pursuant to any Incremental Study which the Non-Conducting Party is required by a Regulatory Authority in its territory to file with such Regulatory Authority to support safety disclosure requirements. The Non-Conducting Party shall have no rights to use any other Information arising from such Incremental Study in any filings with Regulatory Authorities in its territory (*i.e.*, in the Allos Territory where Allos is the Non-Conducting Party and in the Licensed Territory where Mundipharma is the Non-Conducting Party) unless and until such Non-Conducting Party exercises its right, pursuant to Section 4.4(c)(v), to convert such Incremental Study to an Additional Study.

4.9 Development Reports. Each Party shall provide the JPC with written reports detailing its Development activities under this Agreement and the results of such activities at least [***] in advance of each regularly scheduled JPC meeting; provided, subject to Section 4.4(c)(iv), such reports will not include the results of any Incremental Studies for which the other Party has not exercised its Opt-In Right and made the payments required to be made under Section 4.4. The Parties shall discuss the status, progress and results of each Party's Development activities under this Agreement at such regularly scheduled JPC meetings.

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4.10 Development Records. Each Party shall maintain complete, current and accurate records of all Development activities conducted by it hereunder, and all data and other Information resulting from such activities. Such records shall fully and properly reflect all work done and results achieved in the performance of the Development activities in good scientific manner appropriate for regulatory and patent purposes. Each Party shall document all non-clinical studies and clinical trials in formal written study records according to applicable Laws, including applicable national and international guidelines such as ICH, GCP and GLP. Each Party shall have the right to review and copy such records maintained by the other Party at reasonable times, and upon reasonable notice, to obtain access to the original records to the extent such Party has a license to use the Information contained in such records.

4.11 Compliance with Laws. Each Party shall conduct its activities under this Agreement in a good scientific manner and comply in all material respects with all applicable Laws, including applicable national and international guidelines such as ICH, GCP and GLP.

4.12 Allos' Other Licensees. For clarity, if Allos grants a Third Party an exclusive license to Develop and/or Commercialize a Product in any country in the Allos Territory, then such licensee may directly exercise Allos' rights pursuant to this Agreement with respect to such Product in such country; provided, that a licensee in a Transferred Country shall not have the right to enforce any provision of this Agreement against Mundipharma.

ARTICLE 5

REGULATORY MATTERS

5.1 Regulatory Responsibilities in the Licensed Territory.

(a) Omitted.

(b) Commencing on the Original Effective Date with respect to all countries of the Licensed Territory, Mundipharma shall use Reasonably Diligent Efforts in respect of the Product as the primary interface with and shall otherwise handle all correspondence, meetings and other interactions with the relevant Regulatory Authorities concerning regulatory activities related to the Product in the Field in the Licensed Territory, and Mundipharma shall be responsible for preparing and filing any and all Regulatory Materials for the Product in the Field in the Licensed Territory at its sole expense. Allos shall assist and cooperate at its own expense with Mundipharma in connection with the preparation and filing of such Regulatory Materials, as reasonably requested by Mundipharma, including preparation of ongoing clinical trials, study reports and Periodic Safety Update Reports ("**PSURs**"). Such cooperation will include promptly responding within procedural timelines set by Regulatory Authorities to any reasonable request from Mundipharma for Allos Know-How needed for the Regulatory Materials. For clarity, Allos shall not be obligated to provide Mundipharma with any Information that is not Allos Know-How.

(c) Mundipharma shall keep Allos informed at JPC meetings of regulatory developments relating to the Product in the Field in the Licensed Territory and shall promptly notify Allos in writing of any action or decision by any Regulatory Authority in the Licensed Territory regarding the Product in the Field. Mundipharma shall provide Allos for review and comment all draft Regulatory Materials (other than routine correspondence such as IND and MAA annual reports, MAA reapproval, during the investigational phase minor protocol amendments, IND amendments for new investigators or new clinical preclinical studies) at least [***] (or in the event of a shorter filing deadline, as soon as practicable) in advance of their intended date of submission to a Regulatory Authority in the Licensed Territory and shall consider in good faith any comments thereto provided by Allos. Mundipharma shall promptly notify Allos of any Regulatory Materials (other than routine correspondence such as IND and MAA annual reports, MAA reapproval, during the investigational phase minor protocol amendments, IND amendments for new investigators or new clinical preclinical studies) submitted to or received from any Regulatory Authority in the Licensed Territory and shall provide Allos with copies thereof, in electronic Common Technical Document ("**eCTD**") format, where applicable, within [***] after submission or receipt. Mundipharma shall provide Allos with reasonable advance notice of all meetings, conferences and discussions scheduled with any Regulatory Authority in the Licensed Territory concerning the Product, and shall consider in good faith any input from Allos in preparing for such meetings, conferences or discussions. To the extent permitted by applicable Laws, Allos shall have the right to participate in any such meetings, conferences or discussions and Mundipharma shall facilitate such participation. If Allos elects not to participate in such meetings, conferences or discussions, Mundipharma shall provide Allos with written summaries of such meetings, conferences or discussions in English as soon as practicable after the conclusion thereof.

(d) Within [***] of the Original Effective Date, Allos provided Mundipharma, in eCTD format, with a full copy of the DAA filed by Allos and validated by the EMA on December 15, 2010.

(e) Allos shall be responsible for compiling and providing to Mundipharma the CMC Information that is required for Mundipharma to obtain and maintain Regulatory Approval of the Product in the Licensed Territory. Mundipharma shall use the CMC Information provided to it by Allos for the purpose of obtaining and maintaining Regulatory Approval of the Product in the Licensed Territory and in connection with the exercise of its license under section 2.1(c). At Mundipharma's request, Allos shall provide reasonable assistance to Mundipharma with respect to communications with Regulatory Authorities in the Licensed Territory regarding the manufacture of the Product or the CMC Information.

(f) Unless the Parties otherwise agree in writing: (i) except as expressly contemplated by Sections 5.1(b) or 5.1(e), Allos shall not communicate with respect to the Product in the Field with any Regulatory Authority having jurisdiction in the Licensed Territory, or unless so ordered by such Regulatory Authority, in which case Allos shall provide immediate notice to Mundipharma of such order; and (ii) Allos shall not submit any Regulatory Materials or seek Regulatory Approvals for the Product in the Field in the Licensed Territory.

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5.2 Regulatory Responsibilities in the Allos Territory.

(a) Allos shall own all Regulatory Materials (including Regulatory Approvals) for the Product in the Allos Territory, and shall be responsible for preparing and filing any and all Regulatory Materials for the Product in the Allos Territory at its sole expense. Mundipharma shall assist and cooperate with Allos in connection with the preparation and filing of such Regulatory Materials, as reasonably requested by Allos and at Allos' sole expense.

(b) Allos shall keep Mundipharma informed of regulatory developments relating to the Product in the Field in the Allos Territory through regular reports at the JPC meetings and shall promptly notify Mundipharma in writing of any action or decision by any Regulatory Authority in the Allos Territory relating to the Product. Allos shall provide Mundipharma for review and comment all draft Regulatory Materials (other than routine correspondence such as IND and NDA annual reports, during the investigational phase minor protocol amendments, IND amendments for new investigators or new clinical preclinical studies), at least [***] (or in the event of a shorter filing deadline, as soon as practicable) in advance of the intended date of submission to a Regulatory Authority in the Allos Territory and shall consider in good faith any comments thereto provided by Mundipharma. Allos shall promptly notify Mundipharma of any Regulatory Materials (other than routine correspondence such as IND and NDA annual reports, during the investigational phase minor protocol amendments, IND amendments for new investigators or new clinical preclinical studies) submitted to or received from any Regulatory Authorities in the Allos Territory and shall provide Mundipharma with copies thereof, in eCTD format, within [***] after submission or receipt.

(c) Unless the Parties otherwise agree in writing: (i) except as expressly contemplated by Section 5.2(a), Mundipharma shall not communicate with respect to the Product with any Regulatory Authority having jurisdiction in the Allos Territory, unless so ordered by such Regulatory Authority, in which case Mundipharma shall provide immediate notice to Allos of such order; and (ii) Mundipharma shall not submit any Regulatory Materials or seek Regulatory Approvals for the Product in the Allos Territory.

(d) Allos shall use Reasonably Diligent Efforts to maintain the existing Drug Approval for the Product in the Field in the U.S., including conducting the Allos Required Studies; provided, however, that Allos may discontinue a Allos Required Study (A) if such study is no longer required by the FDA for Drug Approval or maintenance of Drug Approval in the U.S., or (B) for Material Impact or Safety Reason. Allos may not discontinue an Allos Required Study solely as a result of Allos' development or commercialization efforts with respect to another product in the Field in the U.S.; provided, that if Allos decides to discontinue an Allos Required Study for any reason (other than that such study is no longer required by the FDA for Drug Approval or maintenance of Drug Approval in the U.S. or for Material Impact or Safety Reason), (i) it shall provide [***] prior written notice to Mundipharma of such decision; and (ii) within [***] after receipt of such written notice from Allos, Mundipharma may elect, by sending a written notice to Allos, to reimburse Allos for its approved out-of-pocket costs and expenses incurred in connection with continuing such Allos Required Study (the "**Required Additional Study Election**"), as follows, and provided that such election, once made, shall be Mundipharma's sole and exclusive remedy for Allos' discontinuance of an Allos Required Study:

(1) Within [***] after the exercise of the Required Additional Study Election by Mundipharma, Allos will submit to Mundipharma a detailed budget showing the out-of-pocket costs and expenses that Allos expects to incur, from the date of Mundipharma's exercise of the Required Additional Study Election onwards, in connection with the completion of the Allos Required Additional Study. Allos will also update such budget on a [***] basis.

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(2) Mundipharma will have the right to review and approve such costs and expenses, such approval not to be unreasonably withheld or delayed.

(3) Mundipharma agrees to reimburse Allos, on a [***] basis, for all of Allos' pre-approved and actual out-of-pocket costs and expenses incurred from the date of Mundipharma's exercise of the Required Additional Study Election onwards, in connection with the continuation of the Allos Required Additional Study.

(4) Within [***] following the end of each [***] after the exercise of the Required Additional Study Election by Mundipharma, Allos shall submit a report showing such costs and expenses incurred by Allos in the preceding [***].

(5) Mundipharma shall be entitled to deduct from royalties on Net Sales payable to Allos pursuant to Section 7.4(a), up to (a) [***] of any amounts reimbursed to Allos pursuant to this Section 5.2(d), if the discontinuation of the study is due to Allos' development or commercialization efforts with respect to another product in the Field in the U.S., and (ii) [***] of any amounts reimbursed to Allos pursuant to this Section 5.2(d), if the discontinuation of the study is due to any other reason except that such study is no longer required by the FDA for Drug Approval or maintenance of Drug Approval in the U.S. or for Material Impact or Safety Reason.

(6) Mundipharma may, upon written notice to Allos, and at any time after its exercise of the Required Additional Study Election, cease reimbursing Allos for Allos' out-of-pocket costs and expenses towards the completion of the Allos Required Additional Study. Should Mundipharma so elect to cease such reimbursement, Allos may discontinue the Allos Required Additional Study without any liability towards Mundipharma.

5.3 Regulatory Costs. Commencing on the [***] with respect to [***] shall be solely responsible for all of its costs and expenses related to the preparation, filing and maintenance of all Regulatory Materials and Regulatory Approvals for [***]. [***] shall be solely responsible for all costs and expenses related to the preparation, filing and maintenance of all Regulatory Materials and Regulatory Approvals for [***].

5.4 Rights of Reference to Regulatory Materials. Allos hereby grants to Mundipharma a right of reference to all Regulatory Materials filed by or on behalf of Allos (including by its licensees), which right of reference Mundipharma may use for the sole purpose of seeking, obtaining and maintaining Regulatory Approvals and Developing and Commercializing the Product in the Field in the Licensed Territory. Mundipharma hereby grants to Allos and Allos' licensees in the Allos Territory a right of reference to all Regulatory Materials filed by or on behalf of Mundipharma, which right of reference Allos may use for the sole purpose of seeking, obtaining and maintaining Regulatory Approvals and Developing and Commercializing the Product in the Field in the Allos Territory. Each Party shall support the other Party, as reasonably requested by such other Party, in obtaining Regulatory Approvals in such other Party's territory, including providing necessary documents or other materials required by applicable Laws to obtain Regulatory Approval in such territory, all in accordance with the terms and conditions of this Agreement.

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5.5 No Harmful Actions.

(a) If Allos reasonably believes that Mundipharma is taking or intends to take any action with respect to the Product that is substantially likely to have a Material Impact in the Allos Territory, Allos shall give written notice to Mundipharma. If Mundipharma disputes whether Allos' such belief is reasonable, the matter will be submitted to the JPC for its review and determination as to whether such belief is reasonable. Mundipharma shall not proceed with any such action or alternative course of action until it is approved by Allos, or the JPC in writing, as applicable. If the JPC cannot agree whether Allos' belief is reasonable, then such dispute shall be handled in accordance with Section 13.2.

(b) If Mundipharma reasonably believes that Allos is taking or intends to take any action with respect to the Product that is substantially likely to have a Material Impact in the Licensed Territory, Mundipharma shall have the right to bring the matter to the attention of the JPC. Allos shall not proceed with any such action or alternative course of action until it is approved by the JPC in writing in accordance with Section 3.1(d). If the JPC cannot agree whether Mundipharma's belief is reasonable, then such dispute shall be handled in accordance with Section 13.2.

5.6 Notification of Threatened Action. Each Party shall immediately notify the other Party of any information it receives regarding any threatened or pending action, inspection or communication by or from any Third Party, including a Regulatory Authority, which may affect the Development, Commercialization or regulatory status of the Product. Upon receipt of such information, the Parties shall consult with each other in an effort to arrive at a mutually acceptable procedure for taking appropriate action.

5.7 Adverse Event Reporting and Safety Data Exchange. Prior to the Effective Date, the Parties defined and finalized the actions that the Parties shall employ with respect to Products to protect patients and promote their well-being in two written pharmacovigilance agreements (the **"Pharmacovigilance Agreements**"). The existing Pharmacovigilance Agreement(s) shall be amended by the Parties within [***] of the Effective Date in order to align it/them with the provisions of this Agreement and the Supply Agreement. Each Party hereby agrees to comply with its respective obligations under the Pharmacovigilance Agreement(s), as amended, and to cause its Affiliates and sublicensees to comply with such obligations.

5.8 Remedial Actions. Each Party will notify the other Party immediately, and promptly confirm such notice in writing, if it obtains information indicating that the Product may be subject to any recall, corrective or other regulatory action taken by virtue of applicable Laws (a "**Remedial Action**"). The Parties will assist each other in gathering and evaluating such information as is necessary to determine the necessity of conducting a Remedial Action. Each Party shall, and shall ensure that its Affiliates and sublicensees will, maintain adequate records to permit the Parties to trace the manufacture, distribution and use of the Product. In the event Mundipharma determines that any Remedial Action with respect to the Product in the Field in the Licensed Territory should be commenced or is required by the applicable Regulatory Authority, Mundipharma shall have the right

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to control and coordinate all efforts necessary to conduct such Remedial Action; provided that, with respect to any such Remedial Action that is not imposed upon Mundipharma by applicable Law or a Regulatory Authority, such Remedial Action shall have been reviewed and approved by the JPC. In the event Allos determines that any Remedial Action with respect to the Product in the Field in the Allos Territory should be commenced or is required by the applicable Regulatory Authority, Allos shall have the right, at its expense, to control and coordinate all efforts necessary to conduct such Remedial Action; provided that, with respect to any such Remedial Action that is not imposed upon Allos by applicable Law or a Regulatory Authority, such Remedial Action shall have been reviewed and approved by the JPC. If the JPC fails to approve a Remedial Action that is not imposed upon a Party by applicable Law or Regulatory Authority within [***] after such Remedial Action is presented to the JPC for review and approval, then the Parties' Executive Officers shall, within [***] thereafter, review and approve such Remedial Action or, in the event that the Executive Officers fail to approve such Remedial Action within such time period, the Party that has the right to control and coordinate the efforts necessary to conduct such Remedial Action as provided above shall have the final decision-making authority regarding such Remedial Action notwithstanding Section 13.1 or 13.2. Notwithstanding the foregoing, any Remedial Action that relates to the manufacture and supply of the Product by Allos to Mundipharma shall be governed by the terms and conditions of the Supply Agreement.

ARTICLE 6

COMMERCIALIZATION

6.1 Overview of Commercialization in the Licensed Territory. Subject to the terms and conditions of this Article 6, as between the Parties, Mundipharma will be responsible for all aspects of the Commercialization of the Product in the Field in the Licensed Territory, including: (a) developing and executing a commercial launch and pre-launch plan, (b) negotiating with applicable Governmental Authorities regarding the price and reimbursement status of the Product; (c) marketing and promotion; (d) booking sales, and distribution and performance of related services; (e) handling all aspects of order processing, invoicing and collection, inventory and receivables; (f) providing customer support, including handling medical queries, and performing other related functions; and (g) conforming its practices and procedures to applicable Laws relating to the marketing, detailing and promotion of the Product in the Field in the Licensed Territory. Mundipharma shall bear all of the costs and expenses incurred in connection with such Commercialization activities.

6.2 Commercialization Plan for Licensed Territory.

(a) General. Mundipharma shall Commercialize the Product in the Field in the Licensed Territory pursuant to a detailed plan prepared by Mundipharma and submitted by Mundipharma to the JPC for review, comment and discussion (the "**Commercialization Plan**"). The Commercialization Plan will include (i) a reasonably detailed description and timeline of Mundipharma's Commercialization activities in the Field in each of the Major Market Countries for the next year, including medical marketing activities, sales forecasts and projections, pricing, reimbursement, market research, sales training, distribution channels, customer service and sales

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force matters related to the launch and sale of the Product in such country in such year, (ii) an overview of Mundipharma's Commercialization activities in the Field in all other countries in the Licensed Territory for the next year and (iii) a strategic plan for Commercialization of the Product in the Field in the Licensed Territory for the following two (2) years.

(b) Initial Plan and Amendments. The initial Commercialization Plan shall be delivered to the JPC no later than [***] after the Original Effective Date or [***] before the anticipated launch of the Product in the Licensed Territory, whichever is later, for review, comment and discussion. On at least an annual basis, Mundipharma shall prepare an amendment, as appropriate, to the then-current Commercialization Plan. Mundipharma shall submit all amendments to the Commercialization Plan to the JPC for review, comment and discussion. Once reviewed by the JPC, the amended Commercialization Plan shall become effective and supersede the previous Commercialization Plan as of the date of such review.

6.3 Pricing. Mundipharma shall have the sole right to determine all pricing of Products in the Field in the Licensed Territory. For the avoidance of doubt, Allos shall not have any right to direct, control, or approve Mundipharma's pricing of Products in the Field in the Licensed Territory.

6.4 Pricing Approval. On a country-by-country basis and subject to Section 6.6(b), Mundipharma will use Reasonably Diligent Efforts to obtain and maintain Pricing Approval for the Product in the Field in each country in the Licensed Territory in which it has obtained Drug Approval for such Product in the Field. Without limiting the foregoing, Mundipharma shall have the sole right to determine the Product's launch sequence, subject to review and discussion by the JPC.

6.5 Reimbursement Approval. On a country-by-country basis and subject to Section 6.6(b), Mundipharma will use Reasonably Diligent Efforts to obtain and maintain Reimbursement Approval for the Product in the Field in each country in the Licensed Territory in which it has obtained Drug Approval for such Product in the Field.

6.6 Commercial Diligence.

(a) Mundipharma shall use Reasonably Diligent Efforts to Commercialize the Product in the Field in each country in the Licensed Territory in which it receives Regulatory Approval. After the launch of a Product, Mundipharma shall [***].

(b) Mundipharma shall achieve First Reimbursable Commercial Sale of each Product in a country within [***] after all Regulatory Approvals have been obtained to Commercialize the Product in the Field in such country; *provided*, *however*, that Mundipharma is not obligated to launch a particular Product in a particular country in the Licensed Territory if [***] and provides Allos, within [***] of receipt of final Regulatory Approval in such country, with written notice [***]. Allos may, within a reasonable time after receiving such written notice from Mundipharma, submit any dispute to the JPC for review and approval and, in the absence of such approval, the terms of Section 13.2 shall apply. Notwithstanding the foregoing or the terms of Section 13.1 or 13.2, if Allos disputes [***] and if neither the JPC nor the Parties' Executive Officers are able to resolve such dispute, such dispute shall be resolved by a mutually acceptable, disinterested, conflict-of-interest-free individual (the "**Expert**") as follows:

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(i) Upon the written request of either Party, the Parties shall promptly negotiate in good faith to appoint an appropriate Expert who shall have such scientific, technical, regulatory and commercial experience as is necessary to resolve such dispute and who shall not be or have been during the preceding five (5) years an Affiliate, employee, consultant, officer or director of either Party or any of their respective Affiliates. If the Parties are not able to agree upon an Expert within [***] after the receipt by a Party of the written request in the immediately preceding sentence, each Party shall select one (1) Expert within [***] thereafter, and those two (2) Experts shall select a third Expert within [***] thereafter and such third Expert (selected by the first two Experts) shall be the designated Expert for resolution of the dispute. The fees and costs of the Expert shall be borne equally (50-50) by Allos and Mundipharma.

(ii) Within [***] after the designation of the Expert, the Parties shall each submit to the Expert and to one another a written statement of their respective positions on whether [***]. Each Party shall have [***] from receipt of the other Party's submission to submit a written response thereto, which shall include any scientific, commercial and technical information in support thereof. The Expert shall have the right to meet with the Parties, either alone or together, as necessary to make a determination.

(iii) No later than [***] after the designation of the Expert, the Expert shall make a determination by selecting the position of one of the Parties that as a whole is the most fair and reasonable to the Parties in light of the totality of the circumstances and the Expert shall provide the Parties with a written statement setting forth the basis of the determination in connection therewith. The Expert shall not have authority to render any substantive decision other than to select the position proposed by Allos or Mundipharma. The determination of the Expert shall be final and conclusive. If the Expert determines that [***], Mundipharma shall promptly thereafter launch the Product and shall use Reasonably Diligent Efforts to Commercialize the Product in the Field in such country. Failure by Mundipharma to launch the Product in such country in the Licensed Territory after the Expert determines that [***] shall (A) with respect to any Major Market Country, [***], and (B) with respect to any country in the Licensed Territory other than a Major Market Country, [***]; provided that [***].

(c) Notwithstanding the foregoing provisions of this Section 6.6, if Allos ceases to maintain all Regulatory Approvals for the Product in the Field in the U.S., Mundipharma's Commercialization obligations set forth in this Section 6.6 shall (as of the date, and for the duration, of such cessation) no longer apply to those countries in the Licensed Territory for which Regulatory Approval is revoked or cancelled as a result of the cessation of the Regulatory Approvals for the Product in the Field in the U.S.

6.7 Cross-Territorial Restrictions.

(a) Mundipharma hereby covenants and agrees that, insofar as permitted by applicable Law, it shall not, and shall ensure that its Affiliates and Sublicensees will not, either directly or indirectly, knowingly promote, market, distribute, import, sell or have sold any Product, including via internet or mail order, into countries in the Allos Territory. As to such countries in the Allos Territory, Mundipharma shall not, and shall ensure that its Affiliates and Sublicensees will not: (i) establish or maintain any branch, warehouse or distribution facility for any Product in such

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countries, (ii) engage in any advertising or promotional activities relating to any Product that are directed primarily to customers or other purchasers or users of such Product located in such countries, (iii) solicit orders from any prospective purchaser located in such countries, or (iv) sell or distribute any Product to any person in the Licensed Territory who it knows intends to sell any Product in such countries. If Mundipharma receives any order from a prospective purchaser located in a country in the Allos Territory, Mundipharma shall immediately refer that order to Allos, and Mundipharma shall not accept any such orders. Mundipharma shall not deliver or tender (or cause to be delivered or tendered) any Product into a country in the Allos Territory. Mundipharma shall not, and shall ensure that its Affiliates and Sublicensees will not, restrict or impede in any manner Allos' exercise of its retained rights in the Allos Territory.

(b) Allos hereby covenants and agrees that, except with respect to the named patient supply program in effect as of the Original Effective Date or any named patient supply program implemented after the Original Effective Date but prior to the Effective Date and approved by Mundipharma, insofar as permitted by applicable Law, it shall not, and shall ensure that its Affiliates and sublicensees will not, either directly or indirectly, knowingly promote, market, distribute, import, sell or have sold any Product, including via internet or mail order, into countries in the Licensed Territory. As to such countries in the Licensed Territory, Allos shall not, and shall ensure that its Affiliates and sublicensees will not: (i) except with respect to any such named patient supply program, establish or maintain any branch, warehouse or distribution facility for any Product in such countries, (ii) engage in any advertising or promotional activities relating to any Product that are directed primarily to customers or other purchasers or users of such Product located in such countries (but, for the avoidance of doubt, the foregoing shall not in any way restrict Allos from responding to medical information requests in connection with any such named patient supply program), (iii) solicit orders from any prospective purchaser located in such countries, or (iv) except with respect to any such named patient supply program, sell or distribute any Product to any person in the Allos Territory who it knows intends to sell any Product in such countries. If Allos receives any order from a prospective purchaser located in a country in the Licensed Territory except for orders in connection with any such named patient supply program, Allos shall immediately refer that order to Mundipharma, and Allos shall not accept any such orders. Allos shall not deliver or tender (or cause to be delivered or tendered) any Product into a country in the Licensed Territory except in connection with any such named patient supply program. Allos shall not, and shall ensure that its Affiliates and sublicensees will not, restrict or impede in any manner (other than with respect to any such named patient supply program) Mundipharma's exercise of its licensed rights in the Licensed Territory. For clarity, nothing in this Section 6.7(b) shall preclude or prohibit Allos, directly or indirectly, itself or through its Affiliates or any Third Party, from distributing, importing, selling or having sold any Product in the Licensed Territory as part of or in connection with a named patient supply program in effect as of the Original Effective Date or a named patient supply program implemented after the Original Effective Date but prior to the Effective Date and approved by Mundipharma. As soon as practicable after Effective Date, Mundipharma or its Affiliate shall take over the existing named patient supply program in the Licensed Territory (except Switzerland); provided, that each Party shall use Reasonably Diligent Efforts in light of such Party's existing contractual obligations to facilitate the expeditious transition of the named patient supply program from the existing named patient supply program distributor to Mundipharma or its Affiliate.

6.8 Territorial Coordination. The Parties shall, where appropriate, coordinate their Commercialization activities between the Allos Territory and the Licensed Territory, through the JPC, which coordination may include implementation of a global branding strategy for the Product.

6.9 Reports. Each Party shall update the JPC at each regularly scheduled JPC meeting regarding its Commercialization activities with respect to Products in the Field in its applicable territory. Each such update shall be in a form to be agreed by the JPC and shall summarize such Party's significant Commercialization activities with respect to Products in the Field in its applicable territory pursuant to this Agreement, covering subject matter at a level of detail reasonably requested by the Parties and sufficient to enable each Party to assess the other Party's compliance with its obligations pursuant to Section 6.6.

ARTICLE 7

COMPENSATION

7.1 Upfront Payment. In partial consideration of Allos' investment in Development of the Product in the Field prior to the Original Effective Date, Allos' provision to Mundipharma of access to regulatory filings and clinical data generated by Allos with respect to the Product in the Field, and Allos' grant of an exclusive license to Mundipharma under the Allos Technology, Mundipharma paid to Allos, pursuant to the Original Agreement, a one-time upfront fee of fifty million Dollars ($50,000,000). Such fee was non-creditable and non-refundable. For the avoidance of doubt, Mundipharma has satisfied its obligations to Allos, and no additional amounts are payable by Mundipharma to Allos, under this Section 7.1.

7.2 Reimbursement of Joint Development Costs.

(a) Mundipharma shall be responsible for the Mundipharma Share of, and Allos shall be responsible for the Allos Share of, all Joint Development Costs incurred prior to the Transition Date pursuant to the Original Agreement. Within [***] after the Transition Date, each Party shall submit to the other Party a reasonably detailed invoice setting forth the total Joint Development Costs incurred by such Party up to and including the Transition Date pursuant to the Original Agreement, and invoicing the other Party for that Party's share of such Joint Development Costs incurred up to and including the Transition Date. Each Party shall pay to the other Party the amount invoiced within [***] after the receipt of such invoice. For clarity, subject to the Mundipharma Joint Development Payment provided for in Section 7.2(b) and other costs specifically agreed to be shared by the parties as set forth Section 7.2(c), Mundipharma shall not be responsible for any Joint Development Costs incurred after the Effective Date.

(b) Mundipharma shall pay Allos a one-time payment of seven million Dollars ($7,000,000) (the "**Mundipharma Joint Development Payment**") towards research and development costs incurred by Allos prior to and including the Effective Date. The Mundipharma Joint Development Payment shall be due and payable on the earlier of (i) [***] from the Effective Date, or (ii) [***].

(c) Except for the payment of the Mundipharma Joint Development Payment by Mundipharma, the Parties shall share all Joint Development Costs incurred to conduct an Additional Study, and any other costs specifically agreed to be shared by the Parties pursuant to this Agreement, in the proportions mutually agreed by the Parties. Within [***] after the end of each calendar quarter during which either Party has incurred any Joint Development Costs relating to an Additional Study,

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such Party shall submit to the other Party a reasonably detailed invoice setting forth the total Joint Development Costs relating to such Additional Study incurred by such other Party in such calendar quarter and invoicing such other Party for such Party's mutually agreed share of such Joint Development Costs relating to such Additional Study. The invoiced Party shall pay to the invoicing Party the amount invoiced within [***] after the receipt of such invoice. Such invoicing Party will also provide to the invoiced Party a monthly statement of account reflecting such Party's mutually agreed share of Joint Development Costs relating to any Additional Study previously due and owing that remains outstanding, if any.

(d) All payments made by a Party pursuant to this Section 7.2 shall be non-refundable.

7.3 Milestone Payments.

(a) First Reimbursable Commercial Sale and Drug Approval.

(i) Within [***] after the receipt of the first Drug Approval of the Product for the Lead Indication in Japan, Mundipharma shall pay to Allos a one-time, non-refundable, non-creditable milestone payment of [***].

(ii) Within [***] of the First Reimbursable Commercial Sale of the Product for the Lead Indication in Japan, Mundipharma shall pay to Allos a one-time, non-refundable, non-creditable milestone payment of [***].

(iii) Within [***] after the receipt of the first Drug Approval of the Product for the First Line PTCL in Japan, Mundipharma shall pay to Allos a one-time, non-refundable, non-creditable milestone payment of [***].

(iv) Within [***] after receipt of the first Drug Approval of the Product for the First Line PTCL in China, Mundipharma shall pay to Allos a one-time, non-refundable, non-creditable milestone payment of [***].

(v) Within [***] after receipt of the first Drug Approval of the Product for the First Line PTCL in any country in Latin America (being all of South America, Central America and Mexico), Mundipharma shall pay to Allos a one-time, non-refundable, non-creditable milestone payment of [***].

(vi) Within [***] after receipt of the first Drug Approval of the Product for the First Line PTCL in Australia, Mundipharma shall pay to Allos a one-time, non-refundable, non-creditable milestone payment of [***].

(b) Milestone Payment in Japan Relating to Solid Tumor and Hematology Indications. Milestone payments from Mundipharma to Allos in respect of any of the solid tumor and hematology Indications listed in Exhibit A will be discussed and agreed between the Parties at the time any Proposed Studies in respect of such solid tumor and hematology Indications are discussed. If the Parties are unable to agree on the milestones payments at the time any such Proposed Studies are discussed, Mundipharma shall not file applications for such Regulatory Approvals in respect of any of the solid tumor and hematology Indications listed in Exhibit A, until such agreement on milestone payments is reached.

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(c) Net Sales Milestone Payments in the Licensed Territory. Mundipharma shall make the following one-time, non-refundable, non-creditable milestone payments to Allos when the aggregate Net Sales of all Products in the Licensed Territory (adjusted for any rebates that are known to be required in respect of the calendar year in question) first reach the specified amount listed in the "Milestone Event" column below in any calendar year. Mundipharma shall pay to Allos such amount within [***] after the end of the calendar quarter in which such Milestone Event is achieved. For clarity, the milestone payments in this Section 7.3(c) shall each be paid only once and shall be additive such that if all five Milestone Events set forth below are achieved in the same calendar year, Mundipharma shall pay to Allos a payment of [***].

Milestone Event	Milestone Payment
First achievement of aggregate annual Net Sales of all Products in the Licensed Territory equal to or exceeding [***]	$ [***]
First achievement of aggregate annual Net Sales of all Products in the Licensed Territory equal to or exceeding [***]	$ [***]
First achievement of aggregate annual Net Sales of all Products in the Licensed Territory equal to or exceeding [***]	$ [***]
First achievement of aggregate annual Net Sales of all Products in the Licensed Territory equal to or exceeding [***]	$ [***]
First achievement of aggregate annual Net Sales of all Products in the Licensed Territory equal to or exceeding [***]	$ [***]

7.4 Royalties.

(a) Royalty Rates. Mundipharma shall pay to Allos non-refundable, non-creditable royalties on Net Sales of all Products in the Licensed Territory during the Royalty Term, as calculated by multiplying the applicable royalty rate set forth below (subject to Sections 7.4(c), 7.4(d) and 7.4(e)) by the corresponding amount of incremental, aggregated Net Sales of all Products in the Licensed Territory in such calendar year [***].

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Annual Net Sales of all Products in the Licensed Territory	Royalty Rate
For that portion of annual Net Sales less than or equal to [***]	[***]%
For that portion of annual Net Sales greater than [***] but less than [***]	[***]%
For that portion of annual Net Sales greater than [***]	[***]%

(b) Royalty Term. Royalties shall be paid under this Section 7.4 on a country-by-country basis in the Licensed Territory for Net Sales of Product made during the period from the First Commercial Sale of such Product in such country until the later of: (i) the unappealable revocation of the last, or expiration of the last to expire, PDX Patent in any country in the world; (ii) the expiration or revocation of the last Allos Patent (excluding the PDX Patents), Joint Patent (if such Joint Patent claims the Product or the API or the manufacture or use in the Field of the Product or the API) or Mundipharma Patent in such country; and (iii) the [***] anniversary of the First Commercial Sale of such Product in such country (such period, the "**Royalty Term**").

(c) Royalty Reductions for Generic Products. The royalty rates then applicable (*i.e.*, as set forth in Section 7.4(a) and as such royalties may have been further reduced pursuant to Sections 7.4(d) and 7.4(e)) for Product sold in a particular country in the Licensed Territory during a particular calendar quarter shall be reduced, on a calendar quarter-by-calendar quarter and country-by-country basis, in accordance with the following if, following the launch of a Generic Product in such country, the sum of the Percentage Price Reduction in such country plus the Percentage Market Penetration in such country reaches the following percentage thresholds: (i) during any calendar quarter in which the sum of the Percentage Price Reduction and the Percentage Market Penetration in a country in the Licensed Territory is equal to or greater than [***] but less than [***], the royalty rates for such calendar quarter for Product sold in such country shall be reduced to [***] of the royalty rates then applicable; (ii) during any calendar quarter in which the sum of the Percentage Price Reduction and the Percentage Market Penetration in a country in the Licensed Territory is equal to or greater than [***] but less than [***], the royalty rates for such calendar quarter for Product sold in such country shall be reduced to [***] of the royalty rates then applicable; (iii) during any calendar quarter in which the sum of the Percentage Price Reduction and the Percentage Market Penetration in a country in the Licensed Territory is equal to or greater than [***] but less than [***], the royalty rates for such calendar quarter for Product sold in such country shall be reduced to [***] of the royalty rates then applicable; and (iv) during any calendar quarter in which the sum of the Percentage Price Reduction and the Percentage Market Penetration in a country in the Licensed Territory is equal to or greater than [***], the royalty rates for such calendar quarter for Product sold in such country shall be reduced to [***]. For clarity, the foregoing percentage thresholds shall apply on a calendar quarter-by-calendar quarter basis and the royalty reductions applicable to Net Sales in a particular country may fluctuate from one calendar quarter to the next depending upon the then-existing sum of the Percentage Price Reduction and Percentage Market Penetration in such country; and, for further clarity, in the event that none of the foregoing

percentage thresholds is met in a country in a calendar quarter, each of (i), (ii), (iii) and (iv) shall cease to apply and the royalty rates payable pursuant to Section 7.4(a) (as such royalties may have been further reduced pursuant to Sections 7.4(d) and 7.4(e)) shall be reinstated for Product sold in such country during such calendar quarter.

(d) Royalty Reduction Upon Reduction or Cessation of PDX License Royalties. In the event royalties cease to be payable by Allos under the PDX License Agreement, the royalty rates in Section 7.4(a) of this Agreement shall be reduced to [***] for that portion of annual aggregated Net Sales of all Products in the Licensed Territory less than or equal to [***];[***] for that portion of annual aggregated Net Sales of all Products in the Licensed Territory greater than [***] but less than or equal to [***]; and [***] for that portion of annual aggregated Net Sales of all Products in the Licensed Territory greater than [***]; provided, such royalty rates may be further reduced pursuant to Sections 7.4(c) and 7.4(e).

(e) Royalty Reduction For Third Party License. If, during the Term, Mundipharma deems it necessary to seek or obtain a license from any Third Party in order to Develop and Commercialize a Product in the Licensed Territory and provided that Allos is named as or otherwise obtains rights as a licensee or sublicensee (in respect of the Licensed Territory) under such Third Party license, Mundipharma shall be entitled to offset against royalties otherwise due to Allos under this Agreement an amount equal to [***] of any royalties or other fees paid by Mundipharma to such Third Party under such license; *provided*, *however*, in no event shall the reduction provided for in this Section 7.4(e) reduce the royalties payable to Allos during any calendar year by more than [***]; provided, such royalty rates may be further reduced pursuant to Sections 7.4(c) and 7.4(d).

(f) Royalty Reports and Payments. Within [***] following the end of each calendar quarter, commencing with the calendar quarter in which the First Commercial Sale of the Product is made anywhere in the Licensed Territory, Mundipharma shall provide Allos with a report containing the following information for such calendar quarter, on a country-by-country basis: (i) the amount of gross sales of Product in the Licensed Territory, (ii) an itemized calculation of Net Sales in the Licensed Territory showing deductions provided for in the definition of "Net Sales" and any rebates that are known to be required in respect of the calendar year in question, (iii) the conversion of such Net Sales from the currency of sale into Dollars, and (iv) the calculation of the royalty payment due on such sales, showing the application of the reduction, if any, made in accordance with the terms of Sections 7.4(c), 7.4(d) and 7.4(e). Concurrent with the delivery of the applicable quarterly report, Mundipharma shall pay in Dollars all amounts due to Allos pursuant to this Section 7.4 with respect to Net Sales by Mundipharma, its Affiliates and their respective Sublicensees for such calendar quarter.

7.5 Blocked Currency. In each country in the Licensed Territory where the local currency is blocked and cannot be removed from the country, royalties accrued on Net Sales in such country shall be paid to Allos in the equivalent amount in Dollars.

7.6 Foreign Exchange. Conversion of sales recorded in local currencies to Dollars shall be calculated, on a quarterly basis, using the mid-point rate of exchange for the last business day of the calendar quarter as reported in the Financial Times (London edition) on the last business day of each calendar quarter in the quarter prior to the date of payment.

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7.7 Payment Method; Late Payments. All payments due hereunder shall be made in Dollars by wire transfer of immediately available funds into an account designated by the Party that is owed such payment (such Party, the "**Payee**"). If the Payee does not receive payment of any sum due to it on or before the due date, simple interest shall thereafter accrue on the sum due to the Payee until the date of payment at the per annum rate of [***] over the then-current prime rate as reported in The Wall Street Journal or the maximum rate allowable by applicable Laws, whichever is lower.

7.8 Records. Each Party shall keep (and shall ensure that its Affiliates and sublicensees keep) such records as are required to determine, in accordance with U.S. generally accepted accounting principles or international financial reporting standards, as applicable, and this Agreement, the sums or credits due under this Agreement, including Joint Development Costs incurred through Effective Date and Net Sales. All such books, records and accounts shall be retained by such Party until the later of (a) three (3) years after the end of the period to which such books, records and accounts pertain and (b) the expiration of the applicable tax statute of limitations (or any extensions thereof), or for such longer period as may be required by applicable Laws. Each Party shall require its sublicensees to provide to it a report detailing the foregoing expenses and calculations incurred or made by such sublicensee, which report shall be made available to the other Party in connection with any audit conducted by such other Party pursuant to Section 7.9.

7.9 Audits. Each Party shall have the right to have an independent certified public accountant, reasonably acceptable to the audited Party, have access during normal business hours, and upon reasonable prior written notice, to examine only those records of the audited Party (and its Affiliates and sublicensees) as may be reasonably necessary to determine, with respect to any calendar year ending not more than three (3) years prior to such Party's request, the correctness or completeness of any report or payment made under this Agreement. The foregoing right of review may be exercised only once per year and only once with respect to each such periodic report and payment. Reports of the results of any such examination shall be (a) limited to details of any discrepancies in the audited Party's records relating to the Product, (b) made available to both Parties and (c) subject to Article 11.If the audit report concludes that (i) additional amounts were owed by the audited Party, the audited Party shall pay the additional amounts, with interest from the date originally due as provided in Section 7.7 or (ii) excess payments were made by the audited Party, the auditing Party shall reimburse such excess payments, with interest from the date when the original payment was made, in either case ((i) or (ii)), within [***] after the date on which such audit report is delivered to both Parties. The Party requesting the audit shall bear the full cost of the performance of any such audit, unless such audit, which covers the entire calendar year, discloses a variance to the detriment of the auditing Party of more than [***] from the amount of the original report, royalty or payment calculation, in which case the audited Party shall bear the full cost of the performance of such audit. The results of such audit shall be final, absent manifest error.

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7.10 Taxes.

(a) Taxes on Income. Each Party shall be solely responsible for the payment of all taxes imposed on its share of income arising directly or indirectly from the efforts of the Parties under this Agreement.

(b) Tax Cooperation. The Parties agree to cooperate with one another and use reasonable efforts to reduce or eliminate tax withholding or similar obligations in respect of royalties, milestone payments, and other payments made by one Party to the other Party under this Agreement. To the extent a Party is required to deduct and withhold taxes on any payment to the other Party, it shall pay the amounts of such taxes to the proper Governmental Authority in a timely manner and promptly transmit to the other Party an official tax certificate or other evidence of such withholding sufficient to enable the other Party to claim such payment of taxes. The other Party shall provide the deducting Party any tax forms that may be reasonably necessary in order for it not to withhold tax or to withhold tax at a reduced rate under an applicable bilateral income tax treaty. Each Party shall provide the other with reasonable assistance to enable the recovery, as permitted by applicable Laws, of withholding taxes, value added taxes, or similar obligations resulting from payments made under this Agreement, such recovery to be for the benefit of the Party bearing such withholding tax or value added tax. Mundipharma shall require its Sublicensees in the Licensed Territory to cooperate with Allos in a manner consistent with this Section 7.10(b).

(c) Mundipharma Payments.

(i) Taxes Resulting From Mundipharma Action. If Mundipharma is required to make a payment to Allos that is subject to a deduction or withholding of tax, then (A) if such withholding or deduction obligation arises as a result of any action by Mundipharma, including any assignment or sublicense, any performance by a Mundipharma Affiliate (pursuant to Section 14.6), or any failure on the part of Mundipharma to comply with applicable Laws or filing or record retention requirements, that has the effect of modifying the tax treatment of the Parties hereto (a "**Mundipharma Payment-Mundipharma Withholding Tax Action**"), then the sum payable by Mundipharma (in respect of which such deduction or withholding is required to be made) shall be increased to the extent necessary to ensure that Allos receives a sum equal to the sum which it would have received had no such Mundipharma Payment-Mundipharma Withholding Tax Action occurred, and (B) otherwise, the sum payable by Mundipharma (in respect of which such deduction or withholding is required to be made) shall be made to Allos after deduction of the amount required to be so deducted or withheld, which deducted or withheld amount shall be remitted to the proper Governmental Authority in accordance with applicable Laws. If Allos subsequently receives a refund of any of the tax deducted by Mundipharma pursuant to (A) above, it shall pay such refunded amount to Mundipharma within [***] of receipt.

(ii) Taxes Resulting From Allos Action. If Mundipharma is required to make a payment to Allos that is subject to a deduction or withholding of tax, then if such withholding or deduction obligation arises as a result of any action by Allos, including any assignment or sublicense, any performance by an Allos Affiliate (pursuant to Section 14.6), or any failure on the part of Allos to comply with applicable Laws or filing or record retention requirements, that has the

effect of modifying the tax treatment of the Parties hereto (a "**Mundipharma Payment-Allos Withholding Tax Action**"), then Mundipharma shall be under no obligation to increase the sum payable by Mundipharma (in respect of which such deduction or withholding is required to be made) and the sum payable by Mundipharma shall be net of any withholding obligations resulting from such Mundipharma Payment-Allos Withholding Tax Action.

(d) Allos Payments.

(i) Taxes Resulting From Allos Action. If Allos is required to make a payment to Mundipharma that is subject to a deduction or withholding of tax, then (A) if such withholding or deduction obligation arises as a result of any action by Allos, including any assignment or sublicense, any performance by an Allos Affiliate (pursuant to Section 14.6), or any failure on the part of Allos to comply with applicable Laws or filing or record retention requirements, that has the effect of modifying the tax treatment of the Parties hereto (an "**Allos Payment-Allos Withholding Tax Action**"), then the sum payable by Allos (in respect of which such deduction or withholding is required to be made) shall be increased to the extent necessary to ensure that Mundipharma receives a sum equal to the sum which it would have received had no such Allos Payment-Allos Withholding Tax Action occurred, and (B) otherwise, the sum payable by Allos (in respect of which such deduction or withholding is required to be made) shall be made to Mundipharma after deduction of the amount required to be so deducted or withheld, which deducted or withheld amount shall be remitted to the proper Governmental Authority in accordance with applicable Laws. If Mundipharma subsequently receives a refund of any of the tax deducted by Allos pursuant to (A) above, it shall pay such refunded amount to Allos within [***] of receipt.

(ii) Taxes Resulting From Mundipharma Action. If Allos is required to make a payment to Mundipharma that is subject to a deduction or withholding of tax, then if such withholding or deduction obligation arises as a result of any action by Mundipharma, including any assignment or sublicense, any performance by a Mundipharma Affiliate (pursuant to Section 14.6), or any failure on the part of Mundipharma to comply with applicable Laws or filing or record retention requirements, that has the effect of modifying the tax treatment of the Parties hereto (an "**Allos Payment-Mundipharma Withholding Tax Action**"), then Allos shall be under no obligation to increase the sum payable by Allos (in respect of which such deduction or withholding is required to be made) and the sum payable by Allos shall be net of any withholding obligations resulting from such Allos Payment-Mundipharma Withholding Tax Action.

ARTICLE 8

INTELLECTUAL PROPERTY MATTERS

8.1 Ownership of Inventions. Each Party shall own any inventions, whether or not patentable, made solely by its own employees, agents, or independent contractors in the course of conducting its activities under this Agreement, together with all intellectual property rights therein ("**Sole Inventions**"). The Parties shall jointly own any inventions that are made jointly by employees, agents, or independent contractors of each Party in the course of performing activities under this Agreement, together with all intellectual property rights therein ("**Joint Inventions**").

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Inventorship as between the Parties shall be determined in accordance with U.S. patent laws. All Patents claiming Joint Inventions shall be referred to herein as **"Joint Patents**". Except to the extent either Party is restricted by the licenses granted to the other Party under this Agreement or the other terms of this Agreement, each Party shall be entitled to practice and exploit the Joint Inventions and Joint Patents without the duty of accounting or seeking consent from the other Party.

8.2 Disclosure of Inventions; Patent Strategy Consultation. Each Party shall use reasonable best efforts to promptly disclose to the other Party all Sole Inventions and Joint Inventions, including any invention disclosures, or other similar documents, submitted to it by its employees, agents or independent contractors describing inventions that are either Sole Inventions or Joint Inventions, and all Information relating to such inventions to the extent necessary or useful for the preparation, filing and maintenance of any Patent with respect to such invention. From time to time, the Parties, through their respective patent practitioners or at meetings of the JPC, shall advise each other and consult regarding the patent strategy for the Allos Prosecuted Patents.

8.3 Prosecution of Patents.

(a) Subject to Section 8.3(b), as between the Parties, Allos shall have the sole right to prepare, file, prosecute and maintain Allos Patents, Joint Patents and Mundipharma Patents (collectively, the **"Allos Prosecuted Patents**"). As between the Parties, [***] shall bear all costs incurred by Allos in connection with the preparation, filing, prosecution or maintenance of any Allos Prosecuted Patents in the Allos Territory and Mundipharma shall bear all costs incurred by Allos in connection with the preparation, filing, prosecution or maintenance of any Allos Prosecuted Patents in the Licensed Territory. Prior to any filing or extension, Allos shall provide Mundipharma reasonable opportunity to review and comment on such prosecution efforts regarding the Allos Prosecuted Patents (including the PDX Patents, to the extent the PDX Licensor consults with Allos and provides Allos the right to review and comment on the same, in each case as is required pursuant to section 8.2 of the PDX License Agreement) as follows: Allos shall promptly provide Mundipharma with copies of all material communications from any patent authority regarding the Allos Prosecuted Patents, and shall provide Mundipharma, for its review and comment, with drafts of any material filings or responses to be made to such patent authorities in a reasonable amount of time in advance of submitting such filings or responses. Allos shall include any reasonable comments thereto provided by Mundipharma in connection with the prosecution of the Allos Prosecuted Patents. Each Party shall provide the other Party all reasonable assistance and cooperation in the patent prosecution efforts provided in this Section 8.3(a), including executing any other required documents or instruments for such prosecution.

(b) Except with respect to the PDX Patents, if Allos decides anywhere in the Licensed Territory to abandon any Allos Prosecuted Patent or not to apply for an extension of any Allos Prosecuted Patent, including a supplementary protection certificate or equivalent thereof, Mundipharma shall have the right to assume Allos' rights and responsibilities under this Section 8.3 with respect to such Allos Prosecuted Patent, and in connection with assuming such rights and responsibilities, Mundipharma shall be entitled to apply for any such extension (including a supplementary protection certificate or equivalent thereof) and Mundipharma shall thereafter become responsible for the prosecution and maintenance of such Allos Prosecuted Patent in the Licensed

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Territory. With respect to any PDX Patent, the foregoing shall apply only if and to the extent that Allos assumes responsibility and control (after consultation with Mundipharma as to whether to assume such responsibility or control) of the prosecution and maintenance of such PDX Patent in accordance with the PDX License Agreement.

8.4 Patent Enforcement in the Licensed Territory.

(a) Notification. If either Party become aware of any existing or threatened infringement of the Allos Patents, Joint Patents or Mundipharma Patents in the Field in the Licensed Territory by a Third Party (**"Licensed Territory Infringement"**), it shall promptly notify the other Party in writing to that effect and the Parties will consult with each other regarding any actions to be taken with respect to such Licensed Territory Infringement.

(b) Enforcement Rights. For any Licensed Territory Infringement, each Party shall share with the other Party all Information available to it regarding such actual or alleged infringement. As between the Parties, Mundipharma shall have the first right, but not the obligation, to bring an appropriate suit or other action against any person or entity engaged in such Licensed Territory Infringement, at Mundipharma's cost and expense. Mundipharma shall have a period of ninety (90) days after its receipt or delivery of notice under Section 8.4(a) to elect to so enforce the Joint Patents, Allos Patents or Mundipharma Patents against such Licensed Territory Infringement (or to settle or otherwise secure the abatement of such Licensed Territory Infringement). If Mundipharma fails to commence a suit to enforce the applicable Joint Patents, Allos Patents or Mundipharma Patents against such Licensed Territory Infringement or to settle or otherwise secure the abatement of such Licensed Territory Infringement within such period, then Allos shall have the right, but not the obligation, to commence a suit or take action to enforce such Joint Patents, Allos Patents or Mundipharma Patents against such Licensed Territory Infringement at its own cost and expense. In this case, Mundipharma shall take appropriate actions in order to enable Allos to commence a suit or take the actions set forth in the preceding sentence. If neither Mundipharma nor Allos commences a suit or takes action to enforce the PDX Patents, the PDX Licensor may elect to take such enforcement action.

(c) Collaboration. Each Party shall provide to the enforcing Party reasonable assistance in such enforcement, at such enforcing Party's request and expense, including joining such action as a party plaintiff if required by applicable Laws to pursue such action. The enforcing Party shall keep the other Party regularly informed of the status and progress of such enforcement efforts, shall reasonably consider the other Party's comments on any such efforts, and shall seek consent of the other Party in any important aspects of such enforcement, including determination of litigation strategy and filing of material papers to the competent court, which shall not be unreasonably withheld, conditioned or delayed. The non-enforcing Party shall be entitled to separate representation in such matter by counsel of its own choice and at its own expense, but such Party shall at all times cooperate fully with the enforcing Party.

(d) Settlement.

(i) Mundipharma shall not settle any claim, suit or action that it brought under Section 8.4(b) in any manner that would negatively impact the applicable Allos Patents, Joint Patents or Mundipharma Patents or that would limit or restrict the ability of Allos to Develop, make, use, import, offer for sale, sell or otherwise Commercialize Products anywhere in the Field in the Allos Territory or to make or have made Products anywhere in the world, without the prior written

consent of Allos, which consent shall not be unreasonably withheld, conditioned or delayed. Nothing in this Article 8 shall require Allos to consent to any settlement that is reasonably anticipated by Allos to have a substantially adverse impact upon any Allos Patent, Joint Patent or Mundipharma Patent in the Allos Territory, or to the Development, Commercialization, use, importation, offer for sale or sale of Products in the Field in the Allos Territory, or to the manufacture of Products anywhere in the world.

(ii) Allos shall not settle any claim, suit or action that it brought under Section 8.4(b) in any manner that would negatively impact the applicable Allos Patents, Joint Patents or Mundipharma Patents or that would limit or restrict the ability of Mundipharma to Develop, make, use, import, offer for sale, sell or otherwise Commercialize Products anywhere in the Licensed Territory in the Field, without the prior written consent of Mundipharma, which consent shall not be unreasonably withheld, conditioned or delayed. Nothing in this Article 8 shall require Mundipharma to consent to any settlement that is reasonably anticipated by Mundipharma to have a substantially adverse impact upon any Allos Patent, Joint Patent or Mundipharma Patent in the Licensed Territory, or to the Development, manufacture, Commercialization, use, importation, offer for sale or sale of Products in the Licensed Territory in the Field.

(e) Expenses and Recoveries. The enforcing Party bringing a claim, suit or action under Section 8.4(b) shall be solely responsible for any expenses incurred by such Party as a result of such claim, suit or action. If such Party recovers monetary damages in such claim, suit or action, such recovery shall be allocated first to the reimbursement of any expenses incurred by the Parties in such litigation, and any remaining amounts shall be retained by the Party bringing suit, provided that, in the event Mundipharma is the Party bringing suit, such remaining amounts shall be deemed Net Sales and Mundipharma shall make a royalty payment to Allos with respect thereto in accordance with Section 7.4(a).

8.5 Patent Enforcement in the Allos Territory.

(a) Notification. If either Party becomes aware of any existing or threatened infringement of the Allos Patents, Joint Patents or Mundipharma Patents in the Field in the Allos Territory by a Third Party ("**Allos Territory Infringement**"), it shall promptly notify the other Party in writing to that effect and the Parties will consult with each other regarding any actions to be taken with respect to such Infringement.

(b) Enforcement Rights. For any Allos Territory Infringement, each Party shall share with the other Party all Information available to it regarding such actual or alleged infringement. Allos shall have the sole right, but not the obligation, to bring an appropriate suit or other action against any person or entity engaged in such Allos Territory Infringement, at Allos' cost and expense, if such Allos Territory Infringement involves only Allos Patents. As between the Parties, Allos shall have the first right, but not the obligation, to bring an appropriate suit or other action against any person or entity engaged in such Allos Territory Infringement, at Allos' cost and expense, if such Allos Territory Infringement involves Joint Patents or Mundipharma Patents. Allos shall have a period of ninety (90) days after its receipt or delivery of notice under Section 8.5(a) to elect to so enforce the Joint Patents or Mundipharma Patents against such Allos Territory Infringement (or to settle or otherwise secure the abatement of such Allos Territory Infringement). If Allos fails to commence a suit to enforce the applicable Joint Patents or Mundipharma Patents against such Allos Territory Infringement or to settle or otherwise secure the abatement of such Allos Territory Infringement within such period, then Mundipharma shall have the right, but not the

obligation, to commence a suit or take action to enforce such Joint Patents or Mundipharma Patents against such Allos Territory Infringement at its own cost and expense. In this case, Allos shall take appropriate actions in order to enable Mundipharma to commence a suit or take the actions set forth in the preceding sentence. If neither Allos nor Mundipharma commences a suit or takes action to enforce the PDX Patents, the PDX Licensor may elect to take such enforcement action.

(c) Collaboration. Each Party shall provide to the enforcing Party reasonable assistance in such enforcement, at such enforcing Party's request and expense, including joining such action as a party plaintiff if required by applicable Laws to pursue such action. The enforcing Party shall keep the other Party regularly informed of the status and progress of such enforcement efforts, shall reasonably consider the other Party's comments on any such efforts, and shall seek consent of the other Party in any important aspects of such enforcement, including determination of litigation strategy and filing of material papers to the competent court, which shall not be unreasonably withheld, conditioned or delayed. The non-enforcing Party shall be entitled to separate representation in such matter by counsel of its own choice and at its own expense, but such Party shall at all times cooperate fully with the enforcing Party.

(d) Settlement. Allos shall not settle any claim, suit or action that it brought under Section 8.5(b) in any manner that would negatively impact the applicable Joint Patents or Mundipharma Patents or that would limit or restrict the ability of Mundipharma to Develop, make, use, import, offer for sale, sell or otherwise Commercialize Products anywhere in the Licensed Territory, without the prior written consent of Mundipharma, which consent shall not be unreasonably withheld, conditioned or delayed. Nothing in this Article 8 shall require Mundipharma to consent to any settlement that is reasonably anticipated by Mundipharma to have a substantially adverse impact upon any Joint Patent or Mundipharma Patent, or to the Development, Commercialization, use, importation, offer for sale or sale of Products in the Licensed Territory.

(e) Expenses and Recoveries. The enforcing Party bringing a claim, suit or action under Section 8.5(b) shall be solely responsible for any expenses incurred by such Party as a result of such claim, suit or action. If such Party recovers monetary damages in such claim, suit or action, such recovery shall be allocated first to the reimbursement of any expenses incurred by the Parties in such litigation, and any remaining amounts shall be retained by the Party bringing suit.

8.6 PDX Patents. Each Party's rights under this Article 8 with respect to the prosecution, maintenance and enforcement of any PDX Patent shall be subject to the rights of the PDX Licensor to prosecute, maintain and enforce such PDX Patent. Notwithstanding the foregoing, Allos shall provide Mundipharma reasonable opportunity to review and comment on prosecution efforts regarding the PDX Patents to the extent the PDX Licensor consults with Allos and provides Allos the right to review and comment on the same, in each case as is required pursuant to section 8.2 of the PDX License Agreement.

8.7 Infringement of Third Party Rights in the Licensed Territory. Subject to Article 10, if a Product used or sold by Mundipharma, its Affiliates or Sublicensees becomes the subject of a Third Party's claim or assertion of infringement of a Patent granted by a jurisdiction within the Licensed Territory (each such claim or assertion a "**Third Party Claim**"), Mundipharma shall promptly notify Allos and the Parties shall agree on and enter into a common interest agreement, pursuant to which the Parties will agree to work toward their shared, mutual interest in the outcome of such potential dispute, and thereafter, the Parties shall promptly meet to consider the Third Party Claim and the appropriate course of action. Mundipharma shall be solely responsible for the defense of any such Third Party Claim, at Mundipharma's cost and expense; provided that the provisions of Section 8.4 shall govern the right of Mundipharma to assert a counterclaim of infringement of any Allos Patents, Joint Patents or Mundipharma Patents.

8.8 Patent Marking. Mundipharma and its Affiliates and Sublicensees shall mark any Product marketed and sold by Mundipharma or its Affiliates or Sublicensee hereunder with appropriate patent numbers or indicia; *provided*, *however*, that Mundipharma shall only be required to so mark such Product to the extent such markings or such notices would affect recoveries of damages or equitable remedies available under applicable Laws with respect to infringement of Patents in the Licensed Territory.

8.9 Trademark Matters.

(a) Trademark License. Subject to the terms and conditions of this Agreement, Allos hereby grants to Mundipharma an exclusive, royalty-free right and license, with the right to sublicense solely as provided in Section 8.9(b), to use the trademarks set forth on **Exhibit B** (the "**Licensed Marks**") solely in connection with the Commercialization of Products in the Field in the Licensed Territory.

(b) Sublicense Rights. Mundipharma shall have the right to grant sublicenses of the license granted in Section 8.9(a) solely to a Sublicensee that has received a sublicense from Mundipharma of the license granted to Mundipharma in Section 2.1(b). Such sublicense shall be included in the applicable Mundipharma Sublicense Agreement, which shall obligate such Sublicensee to comply with the terms and conditions of Section 8.9(c) through 8.9(f), Section 8.9(h) and Section 8.9(j) as if such Sublicensee were Mundipharma.

(c) Ownership of the Licensed Marks. Mundipharma agrees and acknowledges that it has no interest, right, or title in the Licensed Marks other than the license granted in Section 8.9(a) and that it will not obtain any rights in or to the Licensed Marks through its use in connection with the Products. Mundipharma further agrees that Allos is and will continue to be the sole and exclusive owner of all rights, title and interest in and to each Licensed Mark in any form or embodiment thereof and agrees that all goodwill associated with or attached to the Licensed Marks arising out of the use thereof by Mundipharma shall inure to the benefit of Allos.

(d) Registration; No Contest. Allos has registered, or has filed applications for registration of, the Licensed Marks in those countries and jurisdictions in the Licensed Territory indicated in **Exhibit B**. Upon the written request of Mundipharma, Allos will register or attempt to register the Licensed Marks in such other countries in the Licensed Territory in which Mundipharma reasonably expects to file a Drug Approval Application and seek to obtain Regulatory Approval. Mundipharma agrees that it will neither contest, oppose or challenge, nor assist any party in contesting, opposing or challenging, Allos' ownership of the Licensed Marks or the distinctiveness or validity of the Licensed Marks. Mundipharma agrees that it will not at any time do or suffer to be done any act or thing that will in any way impair Allos' ownership of or rights in and to the Licensed Marks or any registration thereof. Mundipharma will not register or attempt to register any Licensed Mark in any jurisdiction nor oppose Allos' registration of any Licensed Mark, alone or with other words or designs, in any jurisdiction; *provided*, *however*, Mundipharma shall have the right to register as domain names the Licensed Marks in any country in the Licensed Territory using any country code domain names for such country, but specifically excluding the domain names set forth in the Letter Agreement. Mundipharma shall, on the reasonable request of Allos, give Allos or its

authorized representative necessary information as to the use of the Licensed Marks pursuant to this Agreement which Allos may require and will render any assistance reasonably required by Allos in obtaining or maintaining the registrations of the Licensed Marks. Any costs incurred by Mundipharma in rendering such assistance shall be [***].

(e) Compliance. The Licensed Marks may only be used on Products that are Commercialized in the Field in the Licensed Territory in accordance with applicable Law and current pharmaceutical industry standards of quality, including the terms of all applicable Regulatory Approvals.

(f) Use of the Licensed Marks. Mundipharma agrees to comply with all applicable Laws pertaining to the proper use and designation of the Licensed Marks. Additionally, Mundipharma shall:

(i) use the Licensed Marks upon or in relation to the Products only in such manner that the distinctiveness, reputation, and validity of the Licensed Marks shall not be impaired. Without prejudice to the generality of the foregoing, Mundipharma shall use Reasonably Diligent Efforts to ensure in particular that each Licensed Mark is correctly spelled, is accompanied by words accurately describing the nature of the goods or services to which it relates, and is displayed as set forth in **Exhibit B** and that any text, graphics or designs adjacent to any Licensed Mark does not put the Licensed Mark or Allos in a negative or derogatory light;

(ii) comply with the reasonable requirements of Allos as to the form, manner, scale and context of use of the Licensed Marks, and the use of the statements to accompany them;

(iii) the first time Mundipharma plans to use a particular Licensed Mark, provide Allos with samples of the proposed packaging and related marketing and promotional materials to be used for the Products. Mundipharma shall consider in good faith any comments Allos may make regarding same;

(iv) display the proper form of trademark and service mark notice associated with the Licensed Marks in accordance with reasonable instructions received from Allos;

(v) include, on any item which bears a Licensed Mark, a statement identifying Allos as the owner of such Licensed Mark and stating that Mundipharma is an authorized user of such Licensed Mark;

(vi) not conduct, without the written consent of Allos, the whole or any part of its business under a business name or trading style which incorporates any of the Licensed Marks or which might materially impair the validity, reputation or distinctiveness of any of the Licensed Marks; and

[***]: CONFIDENTIAL PORTIONS OMITTED AND FILED SEPARATELY WITH THE COMMISSION.

(vii) neither use nor display any of the Licensed Marks in such relation to any other mark or marks owned by any Third Party or Mundipharma so as to suggest that the multiple marks constitute a single or composite trademark, service mark, or are under the same proprietorship.

(g) Out-of-Pocket Costs. All out-of-pocket expenses incurred by Allos in connection with pursuit of registration and maintenance of registered Licensed Marks in the Licensed Territory during the Term, including in connection with filing of necessary maintenance and use documents, applying for renewal, and payment of any required taxes or fees due in connection with such applications or registrations, shall be [***].

(h) Quality Control. The nature and quality of the Products, and all advertising and promotional uses of the Licensed Marks by Mundipharma, shall conform to or exceed industry standards for products similar to the Products. Mundipharma shall, and shall at the request of Allos or its authorized representative, furnish at Mundipharma's expense such samples of the Products for inspection and analysis as may reasonably be requested.

(i) Enforcement of Licensed Marks.

(A) If either Party or its Affiliate becomes aware of actual or threatened infringement in the Licensed Territory of any Licensed Mark or of a mark or name confusingly similar to any Licensed Mark, such Party shall promptly notify the other Party in writing. Mundipharma shall have the first right, but not the obligation, to bring infringement or unfair competition actions in the Licensed Territory involving a Licensed Mark. Allos shall, at the request and expense of Mundipharma, cooperate and provide reasonable assistance in any action described in this Section 8.9(i)(A) and, if required by Law, join such action. Mundipharma shall bear the entire cost and expense associated with such action, and any recovery resulting from such proceeding shall belong entirely to Mundipharma. However, Mundipharma shall not settle or accept any settlement from any Third Party in connection with the adverse use of any Licensed Mark without the prior written consent of Allos (such consent not to be unreasonably withheld, conditioned or delayed).

(B) If Mundipharma fails to terminate such threatened or actual infringement or to bring and diligently prosecute an infringement or unfair competition action to terminate such threatened or actual infringement within ninety (90) days of notice pursuant to Section 8.9(i)(A), Allos may thereafter take such action as it deems appropriate, including bringing, at its own expense, an infringement action or filing any other appropriate action or claim related to infringement of the Licensed Mark in the Licensed Territory against any Third Party. Mundipharma shall, at the request and expense of Allos, cooperate and provide reasonable assistance in any action described in this Section 8.9(i)(B) and, if required by Law, join such action. Allos shall bear the entire cost and expense associated with such action, and any recovery resulting from such proceeding shall belong entirely to Allos.

(j) Third Party Trademark Litigation. In the event of the initiation of any suit by a Third Party against Mundipharma for trademark infringement involving Commercialization of Products in the Field in the Licensed Territory, Mundipharma shall promptly notify Allos in writing. Mundipharma shall have the right, but not the obligation, to defend such suit at its expense.

[***]: CONFIDENTIAL PORTIONS OMITTED AND FILED SEPARATELY WITH THE COMMISSION.

(k) Alternative Trademark. If (x) any of the events set forth in Section 12.5(i)-(vi) shall have occurred with respect to Allos, (y) a Regulatory Authority in any country in the Licensed Territory refuses to permit Mundipharma to use a Licensed Mark in connection with the Commercialization of Products in such country, or a Licensed Mark is found by a court of competent jurisdiction to infringe Third Party rights in such country, or (z) if Mundipharma determines in good faith that such Licensed Mark is not commercially viable in any country in the Licensed Territory and Allos reasonably agrees in writing (not to be unreasonably withheld, conditioned or delayed), then Mundipharma may use an alternative trademark owned by Mundipharma and approved by the JPC, in lieu of such Licensed Mark, in connection with the Commercialization of Products in such country.

(l) Assignment. As of the Original Effective Date, Allos transferred and assigned to Mundipharma, its successors and assigns, Allos' entire ownership interest and title in the trademark [***], for use in connection with Commercializing Products in the Field in the Licensed Territory (as defined in the Original Agreement), together with any and all goodwill assigned therewith, to be held and enjoyed by Mundipharma, its successors and assigns, to the full end of the term thereof, as may be extended by Law as fully and entirely as the same would have been held and enjoyed by Allos if this transfer and assignment had not been made. From and after the date of such assignment, Mundipharma agreed to pay all of the out-of-pocket costs and expenses associated with registering and maintaining the [***] trademark in the Licensed Territory. The Parties executed and delivered, within [***] after the Original Effective Date, a trademark assignment agreement (or confirmation of trademark assignment) reflecting the terms set forth in this Section 8.9(l). Mundipharma hereby transfers and assigns to Allos, its successors and assigns, Mundipharma's entire ownership interest and title in the trademark [***], for use in connection with Commercializing Products in the Field in the European Countries and Turkey, together with any and all goodwill assigned therewith, to be held and enjoyed by Allos, its successors and assigns, to the full end of the term thereof, as may be extended by Law as fully and entirely as the same would have been held and enjoyed by Mundipharma if this transfer and assignment had not been made. From and after the Effective Date, Allos shall pay all of the out-of-pocket costs and expenses associated with registering and maintaining the [***] trademark in the European Countries and Turkey. The Parties agree to execute and deliver, within [***] after the Effective Date, a trademark assignment agreement (or confirmation of trademark assignment) reflecting the transfer back of the ownership rights from Mundipharma to Allos as set forth in this Section 8.9(l). The Parties shall coordinate use of the [***] trademark in their respective Commercialization activities between the Allos Territory and the Licensed Territory as part of their territorial coordination pursuant to Section 6.8.

(m) Coexistence Agreements. The Parties agree that, to the extent necessary or advisable, Mundipharma may request that Allos enter into one or more coexistence agreements with Third Parties in respect of trademarks that such Third Parties own and/or utilize in the Licensed Territory, that are confusingly or otherwise substantially similar to the Licensed Mark. Allos agrees to cooperate with Mundipharma and provide such reasonable and timely assistance, at Mundipharma's expense, as Mundipharma may require in order that Allos and each such Third Party may consummate an appropriate coexistence agreement.

[***]: CONFIDENTIAL PORTIONS OMITTED AND FILED SEPARATELY WITH THE COMMISSION.

ARTICLE 9

REPRESENTATIONS AND WARRANTIES; COVENANTS

9.1 Mutual Representations and Warranties. Each Party hereby represents and warrants to the other Party as follows:

(a) Corporate Existence. As of the Original Effective Date, and as of the Effective Date, it is a corporation duly organized, validly existing, and in good standing under the Laws of the jurisdiction in which it was incorporated;

(b) Corporate Power, Authority and Binding Agreement. As of the Original Effective Date, and as of the Effective Date, (i) it has the corporate power and authority and the legal right to enter into this Agreement and perform its obligations hereunder; (ii) it has taken all necessary corporate action on its part required to authorize the execution and delivery of this Agreement and the performance of its obligations hereunder; and (iii) this Agreement has been duly executed and delivered on behalf of such Party, and constitutes a legal, valid, and binding obligation of such Party that is enforceable against it in accordance with its terms, subject to enforcement of remedies under applicable bankruptcy, insolvency, reorganization, moratorium or similar laws affecting generally the enforcement of creditors' rights and subject to a court's discretionary authority with respect to the granting of a decree ordering specific performance or other equitable remedies;

(c) No Conflict. To such Party's Knowledge, the execution and delivery of this Agreement, the performance of such Party's obligations in the conduct of the Development Plan or the Allos Required Studies Schedule, as applicable, and the licenses and sublicenses to be granted pursuant to this Agreement (i) do not and will not conflict with or violate any requirement of applicable Law existing as of the Original Effective Date, and as of the Effective Date; (ii) do not and will not conflict with or violate the certificate of incorporation or by-laws of such Party; and (iii) do not and will not conflict with, violate, breach or constitute a material default under any contractual obligations of such Party or any of its Affiliates existing as of the Original Effective Date, and as of the Effective Date;

(d) Other Rights. Neither Party nor any of their respective Affiliates is a party to or otherwise bound by any oral or written contract or agreement, other than the PDX License Agreement (only as it relates to Allos), that will result in any other person obtaining any interest in, or that would give to any other person any right to assert any claim in or with respect to, any of such Party's rights under this Agreement;

(e) No Violation. Neither Party nor any of their respective Affiliates is under any obligation to any person, contractual or otherwise, that is in violation of the terms of this Agreement or that would impede the fulfillment of such Party's obligations hereunder; and

(f) No Debarment. As of the Original Effective Date, and as of the Effective Date, none of such Party's employees or consultants:

(i) is debarred under Section 306(a) or 306(b) of the FD&C Act or by the analogous Laws of any Regulatory Authority;

(ii) has, to such Party's Knowledge, been charged with, or convicted of, any felony or misdemeanor within the ambit of 42 U.S.C. §§ 1320a-7(a), 1320a-7(b)(l)-(3), or pursuant to the analogous Laws of any Regulatory Authority, or is proposed for exclusion, or the subject of exclusion or debarment proceedings by a Regulatory Authority; and

(iii) is excluded, suspended or debarred from participation, or otherwise ineligible to participate, in any U.S. or non-U.S. health care programs (or has been convicted of a criminal offense that falls within the scope of 42 U.S.C. §1320a-7 but not yet excluded, debarred, suspended, or otherwise declared ineligible), or excluded, suspended or debarred by a Regulatory Authority from participation, or otherwise ineligible to participate, in any procurement or nonprocurement programs.

9.2 Additional Representations and Warranties of Allos. Allos represents and warrants to Mundipharma as follows, as of the Original Effective Date, and as of the Effective Date:

(a) Title; Encumbrances. It has (i) sufficient legal and/or beneficial title, ownership or license, free and clear from any mortgages, pledges, liens, security interests, options, conditional and installment sale agreements, encumbrances, charges or claims of any kind, of or to the Allos Technology or the Allos Manufacturing Know-How or the Allos ISS Technology to grant the licenses to Mundipharma as purported to be granted pursuant to this Agreement; and (ii) to Allos' Knowledge, no Third Party (other than the PDX Licensor) has taken any action before the United States Patent and Trademark Office, or any counterpart thereof outside the U.S., claiming legal and/or beneficial ownership of or license to any of the Allos Patents;

(b) PDX License Agreement. Allos is not in material breach of the PDX License Agreement, and has not received any notices from the PDX Licensor of any breaches of the PDX License Agreement within the last three (3) years;

(c) Amendments to the PDX License Agreement. There have been no amendments to the PDX License Agreement from and after the Original Effective Date.

(d) Notice of Infringement or Misappropriation. It has not received any written notice from any Third Party asserting or alleging that (i) any research, Development, manufacture or Commercialization of the Product by Allos prior to the Effective Date infringed or misappropriated the intellectual property rights of such Third Party or (ii) the exercise of Mundipharma's rights granted under this Agreement infringes or would infringe any Third Party intellectual property rights;

(e) Non-Infringement of Third Party Rights. To Allos' Knowledge, without any investigation, the Development, manufacture and Commercialization of the Product can be carried out in the manner reasonably contemplated as of the Original Effective Date, and as of the Effective Date, without infringing any issued patents owned or controlled by a Third Party;

(f) Non-Infringement of Rights by Third Parties. To Allos' Knowledge, without any investigation, no Third Party is infringing or has infringed the Allos Technology or the Allos ISS Technology or is misappropriating the Allos Manufacturing Know-How existing as of the Original Effective Date, and as of the Effective Date;

(g) Non-Assertion by Third Parties. To Allos' Knowledge, no Third Party has asserted in writing that the issued patents within the Allos Patents set forth in **Schedule 1** are invalid or unenforceable in the Licensed Territory or the Allos Territory;

(h) No Proceeding. There are no pending, and to Allos' Knowledge, no threatened, adverse actions, claims, investigations, suits or proceedings against Allos or any of its Affiliates, at Law or in equity, or before or by any Governmental Authority, involving the Allos Technology or the Product, nor to Allos' Knowledge has any such adverse action, claim, investigation, suit or proceeding been brought or threatened during the past three (3) years, in each case, which has been resolved in a manner that materially impairs any of Allos' rights in and to any such Allos Technology or to the Product;

(i) No Consents. No authorization, consent, approval of a Third Party, other than the PDX Licensor, nor to Allos' Knowledge, any license, permit, exemption of or filing or registration with or notification to any court or Governmental Authority is or will be necessary for the (i) valid execution and delivery of this Agreement by Allos; (ii) the consummation by Allos of the transactions contemplated hereby; or (iii) prevention of the termination of any right, privilege, license or agreement relating to the Allos Technology or the continuation thereof following the Original Effective Date;

(j) No Non-Competition Agreements. Neither Allos nor any of its Affiliates are bound by any non-competition agreements related to the Product; provided that Allos and its Affiliates are parties to license agreements with respect to certain other products for same or overlapping indications as the Product, which may cause diversion of resources but shall not be deemed to be non-competition agreements related to the Product;

(k) Compliance with Laws. To Allos' Knowledge, Allos has complied with all applicable Laws in connection with Allos' prosecution of the Allos Patents other than the PDX Patents, including the duty of candor owed to any patent office pursuant to such Laws;

(l) No Grant of Rights. Allos has not granted any rights with respect to the Product, the Allos Technology, the Allos Manufacturing Know-How and/or the Allos ISS Technology in the Licensed Territory, in each case, to any person or entity other than Mundipharma, except pursuant to the PDX License Agreement or contracts with Third Parties in connection with, and for the purpose of, the development and/or manufacture of the Product for or on behalf of Allos and in connection with any named patient supply program;

(m) No Unauthorized Use. Neither Allos nor any of its Affiliates has received any written notice of any unauthorized use, infringement, misappropriation, or dilution by any person, including any current or former employee or consultant of Allos or its Affiliates, of the Product or of any of the Allos Technology or the Allos Manufacturing Know-How or the Allos ISS Technology, except as would not materially adversely affect the rights granted to Mundipharma under this Agreement;

(n) Intellectual Property Rights. The Allos Technology and the Allos Manufacturing Know-How and the Allos ISS Technology includes all intellectual property rights Controlled by Allos which are reasonably necessary for the Development and Commercialization of the Product by Mundipharma in accordance with the terms of this Agreement as contemplated on the Original Effective Date and the Effective Date;

(o) Allos Patents and Patent Applications. (i) The Allos Patents listed on **Schedule 1** are the only patents and patent applications relating to the Product, including the use and methods of manufacture of the Product, in which Allos has an interest either alone or jointly with any Third Party, and (ii) Allos does not have Knowledge of any Information which leads it to believe that any issued patents included in the Allos Patents are invalid or unenforceable;

(p) Renewal and Maintenance Fees. To Allos' Knowledge, all material renewal and maintenance fees due as of the Original Effective Date, and as of the Effective Date, with respect to the prosecution and maintenance of the Allos Patents have been paid;

(q) Access to Information. Allos has, when requested by Mundipharma to conduct its due diligence review, allowed Mundipharma access to all material information in Allos' possession or control (i) containing the results of all preclinical testing and clinical testing of the Product; (ii) concerning side effects, injury, toxicity or sensitivity reaction and incidents or severity thereof with respect to the Product; and (iii) in respect of the Allos Technology and the Product;

(r) Inventors. To Allos' Knowledge, the inventors named in the Allos Patents (excluding the PDX Patents) are all of the true inventors for such Allos Patents and each of such inventors has assigned, or is under a written obligation to assign, to Allos or its Affiliates all of his or her right, title and interest to such Allos Patents (excluding the PDX Patents) and the inventions described therein;

(s) Employee Confidentiality Agreements. All current and former employees and paid consultants (in the case of academic consultants, those acting outside the scope of their academic affiliation) of Allos and its Affiliates who are or have been substantively involved in the conception, design, review, evaluation, reduction to practice, or development of Allos Technology (excluding the Allos Technology licensed to Allos under the PDX License Agreement) or the Product have executed written contracts or are otherwise obligated to protect the confidential status and value thereof and to vest in Allos exclusive ownership of the Allos Technology (excluding the Allos Technology licensed to Allos under the PDX License Agreement) and the Product;

(t) Third Party Confidentiality. To Allos' Knowledge, no Third Party has any Allos Know-How or Allos Manufacturing Know-How in its possession or control which is not subject to continuing obligations of confidentiality owed to Allos or its Affiliates (except to the extent that Section 11.1(a), (b), (c), (d) or (e) applies) for at least the duration of the term set forth in confidentiality agreements (or other agreements containing confidentiality provisions) between Allos and such Third Party;

(u) Provision of Primary Agreements. Allos has, when requested by Mundipharma to conduct its due diligence review, allowed Mundipharma access to all material license agreements, service agreements, master services agreements, clinical trial agreements, supply agreements, distribution agreements, and substantially similar agreements to which Allos is a party (each, a "**Primary Agreement**"), and all related amendments and project addenda or work orders (to the extent the terms of such project addenda or work orders control the corresponding terms of a Primary Agreement), that, to Allos' Knowledge, relate to (i) the ownership of the Allos Technology, (ii) conducting clinical studies and regulatory activities (*e.g.*, preparation of regulatory applications) that are necessary or useful to obtain and maintain Drug Approval of the Product, and (iii) the manufacture, supply and distribution of Raw Materials, API and Bulk Product (as each such term is defined in the Supply Agreement).

(v) Omitted;

(w) Safety and Efficacy. Allos has informed Mundipharma of all adverse drug reactions known to Allos relating to the Product or its use and Allos has not received any written communication from any Regulatory Authority raising questions concerning the safety or efficacy of the Product (including any of its ingredients);

(x) Good Practices. To Allos' Knowledge, GLP, GCP and GMP (as applicable) have been followed in all material respects in the Development and manufacture of the Product;

(y) Allos Improvements/New Technology.

(i) There are no "Allos Improvements" (other than the Allos Patents, Allos Know-How and Allos Manufacturing Know-How) or "New Technology" (as such terms are defined in the PDX License Agreement) under the PDX License Agreement; and

(ii) All Allos Manufacturing Know-How used by [***] and/or [***] for the manufacture of API (as defined in the Supply Agreement) and/or Bulk Product is owned exclusively by Allos;

(z) Regulatory Matters.

(i) Allos has provided or made available, when requested by Mundipharma to conduct its due diligence review, any and all documents and communications in its possession from and to any Governmental Authority, or prepared by any Governmental Authority, related to the Product, that may bear on compliance with the requirements of any Governmental Authority, including any notice of inspection, inspection report, warning letter, deficiency letter, or similar communication;

(ii) Neither Allos nor any of its Affiliates has received, with respect to the Product, written communication (including any warning letter, untitled letter, or similar notices) from any Governmental Authority and, to Allos' Knowledge, there is no action pending or threatened (including any prosecution, injunction, seizure, civil fine, suspension or recall), in each case alleging that with respect to the Product, Allos or any of its Affiliates is not currently materially in compliance with any and all applicable Laws implemented by such Governmental Authority. Neither Allos nor any of its Affiliates has received any written notice from any Governmental Authority claiming that the research, development, manufacture, use, offer for sale, sale, or import of the Product is not in material compliance with all applicable Laws and permits; and

(iii) To Allos' Knowledge, none of Allos, any of its Affiliates or any of their respective officers, employees or agents has made, with respect to the Product, an untrue statement of a material fact to any Governmental Authority or failed to disclose a material fact required to be disclosed to such Governmental Authority; and

(aa) New Compound. Allos is not developing any New Compound.

[***]: CONFIDENTIAL PORTIONS OMITTED AND FILED SEPARATELY WITH THE COMMISSION.

9.3 Additional Representations and Warranties of Mundipharma. Mundipharma represents and warrants to Allos as follows, as of the Original Effective Date, and as of the Effective Date:

(a) Ability to Perform. Mundipharma has the liquidity to meet and comply with its foreseeable payment obligations under this Agreement and it has sufficient resources to perform (or have performed on its behalf) all of its obligations and activities, including all of its Development, Commercialization and diligence obligations, as applicable, under this Agreement.

9.4 Covenants.

(a) No Debarment. In the course of the Development and Commercialization of the Product, neither Party shall utilize any employee or consultant:

(i) who has been debarred under Section 306(a) or 306(b) of the FD&C Act or pursuant to the analogous Laws of any Regulatory Authority;

(ii) who, to such Party's Knowledge, has been charged with, or convicted of, any felony or misdemeanor within the ambit of 42 U.S.C. §§ 1320a-7(a), 1320a-7(b)(l)-(3), or otherwise pursuant to the analogous Laws of any Regulatory Authority, or is proposed for exclusion, or the subject of exclusion or debarment proceedings by a Regulatory Authority, during the employee's or consultant's employment or contract term with such Party; and

(iii) who is excluded, suspended or debarred from participation, or otherwise ineligible to participate, in any U.S. or non-U.S. health care programs (or who has been convicted of a criminal offense that falls within the scope of 42 U.S.C. §1320a-7 but has not yet been excluded, debarred, suspended, or otherwise declared ineligible), or excluded, suspended or debarred by a Regulatory Authority from participation, or otherwise ineligible to participate, in any procurement or nonprocurement programs.

(b) Each Party shall notify the other Party promptly, but in no event later than five (5) business days, upon becoming aware that any of its employees or consultants has been excluded, debarred, suspended or is otherwise ineligible, or is the subject of exclusion, debarment or suspension proceedings by any Regulatory Authority.

(c) Conduct of Activities. Each Party shall use Reasonably Diligent Efforts to conduct Development of the Product in a manner consistent with the following: (i) in the case of Mundipharma, not materially adversely impacting Allos' or its Affiliates' or Third Party partner's Development or Commercialization efforts for the Product in the Field in the Allos Territory; and (ii) in the case of Allos, not materially adversely impacting Mundipharma's or its Affiliates' or Sublicensees' Development or Commercialization efforts for the Product in the Field in the Licensed Territory;

(d) Compliance. Each Party and its Affiliates shall comply in all material respects with all applicable Laws in the Development and Commercialization of the Product and the performance of its obligations under this Agreement, including where applicable the statutes, regulations and written directives of the FDA, Health Canada, the EMA and any Regulatory Authority having jurisdiction in the Licensed Territory, the FD&C Act, the Prescription Drug Marketing Act, the Federal Health Care Programs Anti-Kickback Law, 42 U.S.C. 1320a-7b(b), the statutes, regulations and written directives of Medicare, Medicaid and all other health care programs, as defined in 42 U.S.C. § 1320a-7b(f), and the Foreign Corrupt Practices Act of 1977, each as may be amended from time to time and each to the extent applicable;

(e) Inventors. If and to the extent required by applicable Law, each Party shall be responsible to reimburse the inventors named in such Party's Patents;

(f) No Violation. Neither Party nor any of its Affiliates will enter into or otherwise have any obligation to any person or entity, contractual or otherwise, that is in violation of the terms of this Agreement or that would impede the fulfillment of such Party's obligations hereunder;

(g) Third Party Confidentiality. Each Party shall maintain the confidentiality of the Allos Know-How, Allos Manufacturing Know-How and the Mundipharma Know-How, and shall ensure that no Third Party has any Allos Know-How, Allos Manufacturing Know-How or Mundipharma Know-How in its possession or control which is not subject to continuing obligations of confidentiality owed to such Party or its Affiliates pursuant to the terms of agreements containing confidentiality provisions, except to the extent that Section 11.1(a), (b), (c), (d) or (e) applies to such Allos Know-How, Allos Manufacturing Know-How or Mundipharma Know-How;

(h) Performance under the PDX License Agreement. Except if a breach by Allos of the PDX License Agreement is due to Mundipharma's breach of this Agreement, Allos shall continue to fulfill its obligations under the PDX License Agreement and covenants that it shall not materially breach the PDX License Agreement. Allos shall notify Mundipharma, within [***] of the following occurrences: (i) its receipt from the PDX Licensor of written notice of any material breach or potential material breach by Allos under the PDX License Agreement; or (ii) any disputes it has with the PDX Licensor pursuant to Section 13 of the PDX License Agreement;

(i) Enforcement of Rights under the PDX License Agreement. Allos shall enforce its rights under the PDX License Agreement that are relevant to Mundipharma's rights under this Agreement;

(j) New Technology. Allos shall notify Mundipharma if it is offered or it acquires any "New Technology" under the PDX License Agreement;

(k) Performance under Agreements with Current Third Party Manufacturers. Allos shall fulfill its obligations under its agreements with its Current Third Party Manufacturers and covenants that it shall not materially breach such agreements. Allos shall notify Mundipharma within [***] of its receipt of written notice from any Current Third Party Manufacturer of any material breach or potential material breach by Allos under its agreement with such Current Third Party Manufacturer;

(l) MMCO Affiliate. Mundipharma represents and covenants that MMCO is, as of the Original Effective Date, and as of the Effective Date, and shall at all times during the Term remain, an Affiliate of Mundipharma, *provided*, *however*, that if MMCO (or its permitted Affiliate assignee) is no longer an Affiliate of Mundipharma, MMCO (or its permitted Affiliate assignee) shall transfer any rights and obligations relating to this Agreement or the Supply Agreement to another Affiliate of Mundipharma.

[***]: CONFIDENTIAL PORTIONS OMITTED AND FILED SEPARATELY WITH THE COMMISSION.

9.5 No Other Representations or Warranties. EXCEPT AS EXPRESSLY STATED IN THIS AGREEMENT, NO REPRESENTATIONS OR WARRANTIES WHATSOEVER, WHETHER EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, OR NON-MISAPPROPRIATION OF THIRD PARTY INTELLECTUAL PROPERTY RIGHTS, ARE MADE OR GIVEN BY OR ON BEHALF OF A PARTY, AND ALL REPRESENTATIONS AND WARRANTIES, WHETHER ARISING BY OPERATION OF LAW OR OTHERWISE, ARE HEREBY EXPRESSLY EXCLUDED.

ARTICLE 10

INDEMNIFICATION

10.1 Indemnification by Allos. Allos shall, at its sole expense, defend, indemnify, and hold Mundipharma and its Affiliates and their respective officers, directors, employees, and agents (the "**Mundipharma Indemnitees**") harmless from and against any and all Third Party claims, suits, proceedings, damages, losses, liabilities, costs, expenses (including court costs and reasonable attorneys' fees and expenses) and recoveries (collectively, "**Claims**") to the extent that such Claims arise out of, are based on, or result from (a) Development of the Product by or on behalf of Allos or its Affiliates or its or their sublicensees (other than Mundipharma and its Affiliates) prior to the Original Effective Date, or after the Original Effective Date pursuant to an Incremental Study for which Allos is the Conducting Party or pursuant to an Allos Study, or Allos' conduct of an Existing Study, an Incremental Study or an Allos Required Study after the Effective Date, (b) Commercialization of the Product by or on behalf of Allos or its Affiliates or its or their sublicensees (other than Mundipharma and its Affiliates), (c) the breach of any of Allos' obligations under this Agreement, including Allos' representations and warranties, covenants and agreements set forth herein, or (d) the willful misconduct or negligent acts of Allos, its Affiliates, or the officers, directors, employees, or agents of Allos or its Affiliates. The foregoing indemnity obligation shall not apply (i) to the extent that (x) the Mundipharma Indemnitees fail to comply with the indemnification procedures set forth in Section 10.4 and Allos' defense of the relevant Claims is prejudiced by such failure or (y) such Claims arise out of or result from the gross negligence or willful misconduct of Mundipharma or its Affiliates, or any related breach by Mundipharma of its representations, warranties and/or covenants hereunder; or (ii) to Claims for which Mundipharma has an obligation to indemnify Allos pursuant to Section 10.2, as to which Claims each Party shall indemnify the other to the extent of its respective liability for such Claims.

10.2 Indemnification by Mundipharma. Mundipharma shall, at its sole expense, defend, indemnify, and hold Allos and its Affiliates and their respective officers, directors, employees, and agents (the "**Allos Indemnitees**") harmless from and against any and all Claims to the extent that such Claims arise out of, are based on, or result from (a) Development of the Product by or on behalf of Mundipharma or its Affiliates or its or their Sublicensees pursuant to an Incremental Study for which Mundipharma is the Conducting Party, (b) Commercialization of the Product by or on behalf of Mundipharma or its Affiliates or its or their Sublicensees, (c) the breach of any of Mundipharma's obligations under this Agreement, including Mundipharma's representations and warranties, covenants and agreements set forth herein, or (d) the willful misconduct or negligent

acts of Mundipharma, its Affiliates, or the officers, directors, employees, or agents of Mundipharma or its Affiliates. The foregoing indemnity obligation shall not apply (i) to the extent that (x) the Allos Indemnitees fail to comply with the indemnification procedures set forth in Section 10.4 and Mundipharma's defense of the relevant Claims is prejudiced by such failure or (y) such Claims arise out of or result from the gross negligence or willful misconduct of Allos or its Affiliates, or any related breach by Allos of its representations, warranties and/or covenants hereunder; or (ii) to Claims for which Allos has an obligation to indemnify Mundipharma pursuant to Section 10.1, as to which Claims each Party shall indemnify the other to the extent of its respective liability for such Claims.

10.3 Shared Claims. Notwithstanding the foregoing, any Claims brought against either Party that directly or indirectly arise out of, are based on, or result from, the performance of any (i) Shared Study (other than an Allos Study) in accordance with the Development Plan (including the Initial Development Plan), or (ii) an Allos-Facilitated ISS or Mundipharma-Facilitated ISS, and that (in the case of both (i) and (ii)) are not otherwise subject to indemnity under Sections 10.1 or 10.2 ("**Shared Claims**") shall be shared by the Parties; provided, that for the purposes of this Section 10.3 only, "Shared Study" means (i) up to and including the Effective Date, any of the Existing Studies (other than an Allos Study) or Additional Studies, and (ii) after the Effective Date, Additional Studies. For clarity, any Claims brought against either Party that directly or indirectly arise out of, are based on, or result from the performance of any Existing Study after the Effective Date shall be subject to Allos' indemnity under Section 10.1 and any Claim that is brought after the Effective Date but arises out of, is based on, or results from the conduct of any Existing Study prior to the Effective Date shall be a Shared Claim. Any and all damages, losses, liabilities, costs, expenses (including court costs and reasonable attorneys' fees and expenses) and recoveries paid to a Third Party or incurred by the Parties in connection with Shared Claims (**"**Shared Costs") shall be equally shared and paid for by the Parties, and each Party shall reimburse the other as required to give effect to this Section 10.3. The Parties shall confer through the JPC how to respond to Shared Claims and how to handle Shared Claims in an efficient manner (including which Party will have the right to assume the defense of Shared Claims). In the absence of such an agreement, each Party shall have the right to take such action with respect to Shared Claims as it deems appropriate. Notwithstanding the foregoing, the obligations set forth in this Section 10.3 shall not apply to the extent a Shared Claim arises out of or results from the gross negligence or willful misconduct of a Party or such Party's Affiliates, or any related breach by such Party of its representations, warranties and/or covenants hereunder.

10.4 Indemnification Procedures. The Party claiming indemnity under this Article 10 (the "**Indemnified Party**") shall give written notice to the Party from whom indemnity is being sought (the "**Indemnifying Party**") promptly after learning of such Claim. The Indemnified Party shall provide the Indemnifying Party with reasonable assistance, at the Indemnifying Party's expense, in connection with the defense of the Claim for which indemnity is being sought. The Indemnified Party may participate in and monitor such defense with counsel of its own choosing at its sole expense; *provided*, *however*, the Indemnifying Party shall have the right to assume and conduct the defense of the Claim with counsel of its choice. The Indemnifying Party shall not settle any Claim without the prior written consent of the Indemnified Party, not to be unreasonably withheld, unless the settlement involves only the payment of money. So long as the Indemnifying Party is actively defending the Claim in good faith, the Indemnified Party shall not settle or compromise any such Claim without the prior written consent of the Indemnifying Party. If the Indemnifying Party does not assume and conduct the defense of the Claim as provided above, (a) the Indemnified Party may defend against, consent to the entry of any judgment, or enter into any

settlement with respect to such Claim in any manner the Indemnified Party may deem reasonably appropriate (and the Indemnified Party need not consult with, or obtain any consent from, the Indemnifying Party in connection therewith), and (b) the Indemnifying Party shall remain responsible to indemnify the Indemnified Party as provided in this Article 10.

10.5 Limitation of Liability. NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR ANY SPECIAL, CONSEQUENTIAL, INCIDENTAL, PUNITIVE, OR INDIRECT DAMAGES ARISING FROM OR RELATING TO ANY BREACH OF THIS AGREEMENT, REGARDLESS OF ANY NOTICE OF THE POSSIBILITY OF SUCH DAMAGES. NOTWITHSTANDING THE FOREGOING, NOTHING IN THIS SECTION 10.5 IS INTENDED TO OR SHALL LIMIT OR RESTRICT THE INDEMNIFICATION RIGHTS OR OBLIGATIONS OF ANY PARTY UNDER SECTION 10.1 OR 10.2, OR DAMAGES AVAILABLE FOR A PARTY'S BREACH OF CONFIDENTIALITY OBLIGATIONS IN ARTICLE 11.

10.6 Insurance. Each Party shall procure and maintain insurance, including product liability insurance, or shall self-insure, in each case in a manner adequate to cover its obligations hereunder and consistent with normal business practices of prudent companies similarly situated at all times during which any Product is being clinically tested or commercially distributed or sold by such Party. Each Party shall procure insurance or self-insure at its own expense, except for clinical trial insurance specifically obtained for any Shared Study, the costs of which shall be shared as mutually agreed by the Parties. It is understood that such insurance shall not be construed to create a limit of either Party's liability with respect to its indemnification obligations under this Article 10. Each Party shall provide the other Party with written evidence of such insurance or self-insurance upon request. Each Party shall provide the other Party with written notice at least thirty (30) days prior to the cancellation, non-renewal or material change in such insurance.

ARTICLE 11

CONFIDENTIALITY

11.1 Confidentiality. Each Party agrees that, during the Term and for a period of five (5) years thereafter, it and its Affiliates shall keep confidential and shall not publish or otherwise disclose and shall not use for any purpose other than as provided for in this Agreement or the Supply Agreement (which includes the exercise of any rights or the performance of any obligations hereunder or thereunder) any Confidential Information furnished to it or its Affiliate by the other Party or its Affiliate pursuant to this Agreement or the Supply Agreement, except to the extent expressly authorized by this Agreement or the Supply Agreement or as otherwise agreed to in writing by the Parties. The foregoing confidentiality and non-use obligations shall not apply to any portion of the other Party's Confidential Information that the receiving Party can demonstrate by competent written proof:

(a) was already known to the receiving Party or its Affiliate, other than under an obligation of confidentiality, at the time of disclosure by the other Party or its Affiliate;

(b) was generally available to the public or otherwise part of the public domain at the time of its disclosure to the receiving Party or its Affiliate;

(c) became generally available to the public or otherwise part of the public domain after its disclosure and other than through any act or omission of the receiving Party or its Affiliate in breach of this Agreement;

(d) was disclosed to the receiving Party or its Affiliate by a Third Party who had a legal right to make such disclosure and who did not obtain such information directly or indirectly from the other Party or its Affiliate; or

(e) was independently discovered or developed by the receiving Party or its Affiliate without access to or aid, application or use of the other Party's Confidential Information, as evidenced by a contemporaneous writing.

11.2 Authorized Disclosure. Notwithstanding the obligations set forth in Section 11.1, a Party or its Affiliate may disclose the other Party's Confidential Information and the terms of this Agreement to the extent:

(a) such disclosure is reasonably necessary (i) for the filing or prosecuting of Patent rights as contemplated by this Agreement or the Supply Agreement; (ii) to comply with the requirements of Regulatory Authorities with respect to obtaining and maintaining Regulatory Approval of the Product; or (iii) for prosecuting or defending litigation as contemplated by this Agreement or the Supply Agreement;

(b) such disclosure is reasonably necessary to its officers, directors, employees, agents, consultants, contractors, licensees, sublicensees, attorneys, accountants, lenders, insurers or licensors on a need-to-know basis for the sole purpose of performing its obligations or exercising its rights under this Agreement or the Supply Agreement; provided that in each case, the disclosees are bound by obligations of confidentiality and non-use no less stringent than those contained in this Agreement;

(c) such disclosure is reasonably necessary to any bona fide potential or actual investor, acquiror, merger partner, or other financial or commercial partner for the sole purpose of evaluating an actual or potential investment, acquisition or other business relationship; provided that in each case, the disclosees are bound by written obligations of confidentiality and non-use having a minimum term of five (5) years; or

(d) such disclosure is reasonably necessary to comply with applicable Laws, including regulations promulgated by applicable security exchanges, court order, administrative subpoena or other order.

Notwithstanding the foregoing, in the event a Party or its Affiliate is required to make a disclosure of the other Party's Confidential Information pursuant to Section 11.2(a) or 11.2(d), such Party shall promptly notify the other Party of such required disclosure and, upon the other Party's request, such Party and its Affiliates shall use reasonable efforts to obtain, or to assist the other Party in obtaining, a protective order preventing or limiting the required disclosure.

11.3 Technical Publication. All publications, and other forms of public disclosure such as abstracts and presentations, of results of studies carried out under this Agreement or otherwise relating to the Product (each of the foregoing, a "**Publication**") shall comply with the strategy established by the JPC pursuant to Section 3.1(a)(i). Neither Party nor their Affiliates may submit

for publication, publish or present a Publication without the opportunity for prior review by the other Party, except to the extent required by applicable Laws. A Party seeking, or whose Affiliate is seeking, to submit, publish or present a Publication shall provide the other Party the opportunity to review and comment on the proposed Publication at least fifteen (15) days prior to its intended submission for publication or presentation. The other Party shall provide the Party seeking, or whose Affiliate is seeking, to publish or present with its comments in writing, if any, within ten (10) days after receipt of such proposed Publication. The Party seeking, or whose Affiliate is seeking, to publish or present shall consider in good faith any comments thereto provided by the other Party and shall comply with the other Party's request to remove any and all of such other Party's Confidential Information from the proposed Publication; *provided*, *however*, that Information arising from a Shared Study shall not be considered the other Party's Confidential Information for purposes of this Section 11.3. In addition, the Party seeking, or whose Affiliate is seeking, to publish or present shall delay the submission for a period of up to thirty (30) days in the event that the other Party can demonstrate reasonable need for such delay in order to prepare and file a patent application for which it has prosecution control pursuant to this Agreement. If the other Party fails to provide its comments to the Party seeking, or whose Affiliate is seeking, to publish or present within such ten (10)-day period, such other Party shall be deemed not to have any comments, and the Party seeking, or whose Affiliate is seeking, to publish or present shall be free to submit for publication or present in accordance with this Section 11.3 after the fifteen (15)-day period has elapsed. The Party seeking, or whose Affiliate is seeking, to publish or present shall provide the other Party a copy of the manuscript, abstract or presentation at the time of the submission or presentation, as applicable. Each Party agrees to acknowledge the contributions of the other Party and its Affiliates and their employees in all publications, as scientifically appropriate.

11.4 Publicity; Terms of Agreement.

(a) The Parties agree that the material terms of this Agreement are the Confidential Information of both Parties, subject to the special authorized disclosure provisions set forth in this Section 11.4.

(b) Omitted.

(c) If either Party or its Affiliate desires to make a public announcement concerning the material terms of this Agreement, or any clinical or regulatory announcements, such Party shall give reasonable prior advance notice of the proposed text of such announcement to the other Party for its prior review and approval (except as otherwise provided herein), such approval not to be unreasonably withheld. A Party commenting on such a proposed announcement shall provide its comments, if any, within five (5) business days after receiving the announcement for review, or such shorter period as may be reasonably required in order for the proposing Party to comply with any applicable deadline for making such announcement (as such deadline is communicated by the proposing Party to the commenting Party). In addition, where required by applicable Laws, including regulations promulgated by applicable security exchanges, such Party or its Affiliate shall have the right to make a press release announcing the achievement of each milestone under this Agreement as it is achieved, the achievements of Regulatory Approvals in the Licensed Territory as they occur, or any other material event with respect to this Agreement or the Parties' performance thereof, subject only to the review procedure set forth in the preceding sentence; provided that the review period shall be reduced to two (2) business days (or such shorter period as may be reasonably required in order for the proposing Party to comply with any applicable deadline for making such press release, as such deadline is communicated by the proposing Party to the commenting Party) if

the deadline for making such disclosure is five (5) or fewer business days after such achievement or event. In relation to the other Party's review of such an announcement, such other Party may make specific, reasonable comments on such proposed press release within the prescribed time for commentary, but shall not withhold its consent to disclosure of the information that the relevant milestone or Regulatory Approval has been achieved or material event has occurred. Neither Party nor their Affiliates shall be required to seek the permission of the other Party to repeat any information regarding the terms of this Agreement that has already been publicly disclosed by such Party or its Affiliate, or by the other Party or its Affiliate, in accordance with this Section 11.4, provided such information remains accurate as of such time.

(d) The Parties acknowledge that either or both Parties may be obligated to file under applicable Laws a copy of this Agreement with the U.S. Securities and Exchange Commission ("**SEC**") or other Governmental Authorities. Each Party shall be entitled to make such a required filing, provided that it requests confidential treatment of the commercial terms and sensitive technical terms hereof and thereof to the extent such confidential treatment is reasonably available to such Party. In the event of any such filing, each Party will provide the other Party with a copy of this Agreement marked to show provisions for which such Party intends to seek confidential treatment and shall reasonably consider and incorporate the other Party's comments thereon to the extent consistent with the legal requirements, with respect to the filing Party, governing disclosure of material agreements and material information that must be publicly filed.

11.5 Prior Confidentiality Agreements. The First Confidentiality Agreement and the Second Confidentiality Agreement remain in full force and effect and are not superseded by this Agreement. All Information disclosed by a Party or its Affiliate to the other Party or its Affiliate pursuant to the First Confidentiality Agreement or the Second Confidentiality Agreement shall be deemed to be such Party's Confidential Information disclosed hereunder and the other Party and its Affiliates and disclosees shall have the confidentiality, non-use and non-disclosure obligations set forth in this Article 11. In the event that any such obligations conflict with the obligations set forth in the First Confidentiality Agreement or the Second Confidentiality Agreement, then the other Party and its Affiliates and disclosees shall comply with the obligations set forth in this Article 11.

11.6 Return of Confidential Information. Except as otherwise set forth in this Agreement, upon termination of this Agreement, the receiving Party will promptly return all of the disclosing Party's Confidential Information, including all reproductions and copies thereof in any medium, except that the receiving Party may retain one copy for its legal files.

11.7 Unauthorized Use. If either Party becomes aware or has Knowledge of any unauthorized use or disclosure of the other Party's Confidential Information, it will promptly notify the other Party of such unauthorized use or disclosure.

11.8 Exclusive Property. All Confidential Information is the sole and exclusive property of the disclosing Party and the permitted use thereof by the receiving Party for purposes of its performance hereunder will not be deemed a license or other right of the receiving Party to use any such Confidential Information for any other purpose.

ARTICLE 12

TERM AND TERMINATION

12.1 Term. This Agreement shall become effective on the Effective Date and, unless earlier terminated pursuant to this Article 12, shall remain in effect on a country-by-country basis until the expiration of the Royalty Term for the Product in such country (the **"**Term"). Upon the expiration of the Royalty Term for a Product in a particular country, the licenses granted by Allos to Mundipharma under Sections 2.1(a) and 2.1(b) in such country shall become fully-paid and royalty free and, except for the sublicenses granted thereunder to the Allos Technology licensed to Allos under the PDX License Agreement, such licenses shall remain exclusive. Upon the expiration of the Royalty Term for a Product in a particular country pursuant to Section 7.4(b)(i) or Section 7.4(b)(iii), the sublicenses granted under Sections 2.1(a) and 2.1(b) to the Allos Technology licensed to Allos under the PDX License Agreement in such country shall become non-exclusive.

12.2 Termination for Breach. Each Party (the "**Non-Breaching Party**") shall have the right to terminate this Agreement in its entirety or on a country-by-country basis immediately upon written notice to the other Party (the "**Breaching Party**") if the Breaching Party materially breaches its obligations under this Agreement and, after receiving written notice identifying such material breach in reasonable detail (a "**Default Notice**"), fails to cure such material breach within [***] after delivery of the Default Notice (or within [***] after delivery of the Default Notice in the event such material breach is solely based on the Breaching Party's failure to pay any amounts due hereunder). For the avoidance of doubt, in addition to any other failure to pay any amounts due hereunder, failure by either Party to pay any portion of its Joint Development Costs under this Agreement shall constitute a material breach of such non-paying Party's obligations under this Agreement.

12.3 Termination for Patent Challenge. Mundipharma will provide written notice to Allos at least [***] prior to Mundipharma or its Affiliates or Sublicensees (individually or in association with any other person or entity) bringing an action to challenge the validity, enforceability or scope of any Allos Patents or Joint Patents anywhere in the world. In the event that Mundipharma or its Affiliates or Sublicensees (individually or in association with any other person or entity) brings an action to challenge the validity, enforceability or scope of any Allos Patents or Joint Patents anywhere in the world, Allos shall have the right to terminate this Agreement in its entirety immediately upon written notice to Mundipharma.

12.4 Unilateral Termination by Mundipharma.

(a) Termination Upon Written Notice. Notwithstanding any other provision of this Agreement, Mundipharma may terminate this Agreement in its entirety upon ninety (90) days prior written notice to Allos at any time.

(b) Termination by Regulatory Authority. Should any serious and unexpected events or issues occur with respect to the safety of any Product as a result of which (i) Regulatory Approval for such Product is terminated or suspended in one or more regulatory jurisdictions in the Licensed Territory, or (ii) a Regulatory Authority directs or requests discontinuance of development, use or sale of such Product in one or more countries in the Licensed Territory, then Mundipharma's

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obligations under this Agreement with respect to such Product will be suspended in such regulatory jurisdiction(s) and/or country(ies) (as applicable) until such serious safety event is resolved and Regulatory Approval for such Product is no longer terminated or suspended or the Regulatory Authority has given approval again to distribute or sell such Product (as applicable) in such regulatory jurisdiction(s) and/or country(ies). Mundipharma may, upon written notice to Allos, terminate this Agreement pursuant to this Section 12.4(b) if Mundipharma's obligations under this Agreement are suspended pursuant to this Section 12.4(b) for a period in excess of twelve (12) months.

(c) Breach or Termination of PDX License Agreement.

(i) Within [***] of receiving written notice from the PDX Licensor that Allos is in material breach of the PDX License Agreement (a "**PDX Breach**"), Allos shall provide Mundipharma with written notice of such PDX Breach. To the extent that Allos is unable or unwilling to cure the PDX Breach within the applicable cure period, and provided that Allos does not dispute the PDX Breach within the applicable cure period, the Parties hereby agree that Mundipharma shall have the right, but not the obligation, to cure such PDX Breach (or cause such PDX Breach to be cured) on behalf of Allos. To the extent that Allos disputes the PDX Breach, Mundipharma will not proceed to cure or cause such PDX Breach to be cured in accordance with this Section 12.4(c)(i) unless and until Allos is unsuccessful in defending against such PDX Breach. In the event Mundipharma proceeds to cure or causes such PDX Breach to be cured on behalf of Allos in accordance with this Section 12.4(c)(i), any payments owed by Mundipharma to Allos under this Agreement shall immediately be reduced by the amount so expended by Mundipharma to cure such PDX Breach (or cause such PDX Breach to be cured) on behalf of Allos.

(ii) Notwithstanding the provisions of Section 12.4(c)(i), Mundipharma may terminate this Agreement immediately on written notice to Allos in the event that the PDX License Agreement terminates for any reason unless Mundipharma has consented in writing to such termination.

(d) Omitted.

12.4A Unilateral Termination by Allos. Notwithstanding any other provision of this Agreement, Allos shall have the right to terminate this Agreement solely with respect to the territory of Japan immediately upon written notice to Mundipharma if (i) Mundipharma fails to achieve a Japan Milestone, and (ii) after receiving written notice identifying such failure to meet a Japan Milestone (a "**Japan Milestone Default Notice**"), Mundipharma fails to thereafter meet such Japan Milestone within a revised period of time, to be agreed as follows:

(e) If, within [***] after delivery of the Japan Milestone Default Notice, Mundipharma fails to meet a Japan Milestone, the matter shall be submitted to the JPC for its review, and the JPC shall determine a revised timetable for Mundipharma to achieve such Japan Milestone.

[***]: CONFIDENTIAL PORTIONS OMITTED AND FILED SEPARATELY WITH THE COMMISSION.

(f) If the JPC is unable to agree on a revised timetable for Mundipharma's achievement of such Japan Milestone within [***] after such matter is submitted to the JPC, then an Expert shall determine such revised timetable for Mundipharma's achievement of such Japan Milestone as follows:

(i) Upon the written request of either Party, the Parties shall promptly negotiate in good faith to appoint an appropriate Expert who shall have such scientific, technical, regulatory and commercial experience as is necessary to resolve such dispute and who shall not be or have been during the preceding five (5) years an Affiliate, employee, consultant, officer or director of either Party or any of their respective Affiliates. If the Parties are not able to agree upon an Expert within [***] after the receipt by a Party of the written request in the immediately preceding sentence, each Party shall select one (1) Expert within [***] thereafter, and those two (2) Experts shall select a third Expert within [***] thereafter and such third Expert (selected by the first two Experts) shall be the designated Expert for resolution of the dispute. The fees and costs of the Expert shall be borne [***].

(ii) Within [***] after the designation of the Expert, the Parties shall each submit to the Expert and to one another a written statement of their respective positions on the reason for Mundipharma's failure to achieve such Japan Milestone and the appropriate revised timetable for Mundipharma's achievement of such Japan Milestone. Each Party shall have [***] from receipt of the other Party's submission to submit a written response thereto, which shall include any scientific, commercial and technical information in support thereof. The Expert shall have the right to meet with the Parties, either alone or together, as necessary to make a determination.

(iii) No later than [***] after the designation of the Expert, the Expert shall make a determination by selecting the revised timetable for Mundipharma's achievement of such Japan Milestone of one of the Parties that as a whole is the most fair and reasonable to the Parties in light of the totality of the circumstances resulting in Mundipharma's failure to achieve such Japan Milestone (such circumstances as may include actions taken by any Regulatory Authorities in Japan as it relates to Mundipharma's achievement of such Japan Milestone, and any correspondence, meetings and other interactions between Mundipharma and such Regulatory Authorities in Japan (as the same shall be disclosed to the Expert and Allos together with Mundipharma's written statement in support of its position)), and the Expert shall provide the Parties with a written statement setting forth the basis of the determination in connection therewith. The Expert shall not have authority to render any substantive decision other than to select the position proposed by Allos or Mundipharma. The determination of the Expert shall be final and conclusive.

12.5 Termination for Bankruptcy. Each Party shall have the right to terminate this Agreement in its entirety immediately upon written notice to the other Party if the other Party (i) applies for or consents to the appointment of, or the taking of possession by, a receiver, custodian, trustee or liquidator of itself or of all or a substantial part of its property, (ii) makes a general assignment for the benefit of its creditors, (iii) commences a voluntary case under the Bankruptcy Code, (iv) files a petition seeking to take advantage of any applicable Laws relating to bankruptcy, insolvency, reorganization, winding-up, or composition or readjustment of debts, (v) has a proceeding or case commenced against it in any court of competent jurisdiction (which proceeding or case is not discharged within sixty (60) days of the filing thereof), seeking (A) its liquidation, reorganization, dissolution or winding-up, or the composition or readjustment of its debts, (B) the

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appointment of a trustee, receiver, custodian, liquidator or the like of all or any substantial part of its assets, or (C) similar relief under the Bankruptcy Code, or an order, judgment or decree approving any of the foregoing is entered and continues unstayed for a period of sixty (60) days, or (vi) has an order for relief against it entered in an involuntary case under the Bankruptcy Code.

12.6 Effect of Termination.

(a) Upon the early termination of this Agreement pursuant to Sections 12.2, (except as otherwise provided in Section 12.6(c)), 12.3, 12.4 (other than Section 12.4(c)(ii)), 12.4A or 12.5, all licenses granted to Mundipharma under Section 2.1 shall terminate throughout (i) the Licensed Territory, upon the early termination of this Agreement pursuant to Sections 12.2 (except as otherwise provided in Section 12.6(c)), 12.3, 12.4 (other than Section 12.4(c)(ii)) or 12.5, or (ii) the territory of Japan, upon the early termination of this Agreement pursuant to Section 12.4A (save, in the case of both (i) and (ii), to the extent required to enable Mundipharma to sell its inventory of Product which Allos does not purchase pursuant to Section 12.6(a)(v)) and the following shall apply (in addition to any other rights and obligations under this Agreement with respect to such termination):

(i) Regulatory Materials; Data; Domain Names. To the extent permitted by applicable Laws, Mundipharma shall transfer and assign to Allos: (A) all Regulatory Materials, Regulatory Approvals, and related data relating to the Product throughout the Licensed Territory, or solely with respect to the territory of Japan, as applicable, except for Incremental Studies where Mundipharma is the Conducting Party and Allos has not exercised its Opt-In Right pursuant to Section 4.4(c)(v), and (B) all domain names registered by Mundipharma in accordance with Section 8.9(d), and, in connection with the preceding, Mundipharma shall cooperate as reasonably requested by Allos to effect such transfer on the applicable domain name registries.

(ii) Mundipharma License. Mundipharma hereby grants to Allos, effective upon such termination, a non-exclusive, fully paid, royalty-free, irrevocable license (with the right to grant sublicenses through multiple tiers), under the Mundipharma Technology, to Develop, make, have made, use, sell, offer for sale, import and otherwise Commercialize the Products throughout the Licensed Territory, or solely with respect to the territory of Japan, as applicable.

(iii) Transition Assistance. Mundipharma shall provide such reasonable assistance as may be reasonably necessary or useful for Allos to continue activities Mundipharma is then performing or having performed, including assigning or amending as appropriate, upon request of Allos, any agreements or arrangements with Third Party vendors to Develop, distribute, sell or otherwise Commercialize the Product. To the extent that any such contract between Mundipharma and a Third Party is not assignable to Allos, Mundipharma shall reasonably cooperate with Allos to arrange to continue to provide such services for a reasonable time after termination.

(iv) Omitted.

(v) Inventories. Allos shall have the right to purchase from Mundipharma any and all of the inventory of Product held by Mundipharma as of the date of termination at a price equal to the transfer price paid by Mundipharma to Allos for such inventory. Allos shall notify Mundipharma within [***] after the date of termination whether Allos elects to exercise such right. Until Allos exercises such right, or if Allos does not exercise such right within such [***] period, then Mundipharma shall be entitled to continue selling such remaining inventory of Product subject to a continuing obligation to pay royalties pursuant to Section 7.4(a) on Net Sales arising from such sales.

(vi) Mundipharma Sublicense Agreements. Allos shall have the option, at its sole discretion, to (a) assume Mundipharma's rights and obligations under any Mundipharma Sublicense Agreement, or (b) terminate the Mundipharma Sublicense Agreement in its entirety.

(b) Upon the early termination of this Agreement by Mundipharma pursuant to Section 12.4(c)(ii), Mundipharma may choose, in its sole discretion, (x) to take those actions and permit Allos to exercise those rights set forth in Section 12.6(a)(i), (iii), (v) and (vi), or (y) have any or all of the following apply and, in the event that Mundipharma elects to have the following apply, the following shall be Mundipharma's sole and exclusive remedy for or relating to Mundipharma's termination of this Agreement pursuant to Section 12.4(c)(ii):

(i) Transfer to Mundipharma. All of Mundipharma's rights under Section 2.1 of this Agreement shall continue, and Mundipharma shall require that Allos promptly takes, and Allos hereby agrees to take, such actions as Mundipharma may reasonably request, in order to transfer to Mundipharma or its Affiliates or Sublicensees, free of charge, in respect of the Licensed Territory only, all of the rights, title and interest retained by Allos pursuant to Section 2.1(e). In the event of such an assignment, Allos will, at its expense and at Mundipharma's request, deliver, execute and/or deliver or cause to be delivered, all such assignments, consents, documents or further instruments of transfer or license, and take or cause to be taken all such actions as may be reasonably necessary to effectuate such transfer. Allos will further reconvey and release to Mundipharma all rights and privileges originally granted to Allos by Mundipharma under this Agreement (including those granted under Section 8.9), including those co-exclusive rights, such that all such rights and privileges will vest exclusively with Mundipharma. Mundipharma will, in such circumstances not be required to pay any further milestones required under Section 7.3 of this Agreement, but shall pay to Allos the royalties on all Net Sales of Products in the Licensed Territory set forth in Section 7.4, after deducting (A) royalty payments made to the PDX Licensor (with respect to the same Net Sales) in accordance with Mundipharma's assumption of the rights and responsibilities of the PDX License Agreement pursuant to Section 12.6(b)(iii); and (B) [***] of Mundipharma's costs (if any) of curing the consequences of Allos' breach or actions that resulted in termination under Section 12.4(c)(ii). Such other provisions hereof as are necessary to administer the calculation and payment of such royalties will also survive such termination, including any audit, payment and record retention provisions. Mundipharma will thereafter be free to exercise its rights to all Product in the Licensed Territory, as reconveyed and released pursuant to this Section 12.6(b)(i) in the Licensed Territory as it may see fit, and Allos will not take any actions or make any omissions to prevent Mundipharma therefrom;

[***]: CONFIDENTIAL PORTIONS OMITTED AND FILED SEPARATELY WITH THE COMMISSION.

(ii) Transition Assistance. Allos shall provide such reasonable assistance, at no cost to Mundipharma, as may be reasonably necessary or useful for Mundipharma to continue Developing the Product throughout the Licensed Territory to the extent Allos is then performing or having performed such activities, including assigning or amending as appropriate, upon request of Mundipharma, any agreements or arrangements with Third Party vendors to Develop the Product. To the extent that any such contract between Allos and a Third Party is not assignable to Mundipharma, Allos shall reasonably cooperate with Mundipharma to arrange to continue to provide such services for a reasonable time after termination; and

(iii) Assumption of PDX License Agreement. Provided that Mundipharma is not in breach of this Agreement at the time the PDX License Agreement terminates, in exercising its rights under Section 12.6(b)(y), Mundipharma will assume all rights and responsibilities of Allos under the PDX License Agreement, including the royalties, milestones and sublicense fees provisions [***], to the extent applicable to the rights granted to Mundipharma under this Agreement (*i.e.*, in respect of the Licensed Territory only).

(c) Upon the early termination of this Agreement by Mundipharma pursuant to Section 12.4(d), Mundipharma may choose, in its sole discretion, (x) to take those actions and permit Allos to exercise those rights set forth in Section 12.6(a)(i), (iii), (v) and (vi), or (y) have any or all of the following apply and, in the event that Mundipharma elects to have the following apply, the following shall be Mundipharma's sole and exclusive remedy for or relating to Mundipharma's termination of this Agreement pursuant to Section 12.4(d):

(i) Transfer to Mundipharma. All of Mundipharma's rights under Section 2.1 of this Agreement shall continue, and Mundipharma shall require that Allos promptly takes, and Allos hereby agrees to take, such actions as Mundipharma may reasonably request, in order to transfer to Mundipharma or its Affiliates or Sublicensees, free of charge, in respect of the Licensed Territory only, all of the rights, title and interest retained by Allos pursuant to Section 2.1(e), excluding the rights, title and interest of Allos under the PDX License Agreement unless, and only to the extent, the PDX Licensor consents to the assignment of such rights, title and interest (and assumption of the obligations) under the PDX License Agreement in respect of the Licensed Territory. In the event of such an assignment, Allos will, at its expense and at Mundipharma's request, deliver, execute and/or deliver or cause to be delivered, all such assignments, consents, documents or further instruments of transfer or license, and take or cause to be taken all such actions as may be reasonably necessary to effectuate such transfer (excluding any transfer of the rights, title and interest of Allos under the PDX License Agreement unless, and only to the extent, the PDX Licensor consents to the transfer of such rights, title and interest (and assumption of the obligations) under the PDX License Agreement in respect of the Licensed Territory). Allos will further reconvey and release to Mundipharma all rights and privileges originally granted to Allos by Mundipharma under this Agreement (including those granted under Section 8.9), including those co-exclusive rights, such that all such rights and privileges will vest exclusively with Mundipharma; *provided*, *however*, Mundipharma hereby grants to Allos, effective upon termination under Section 12.4(d), a non-exclusive, fully paid, royalty-free limited right and license under any Patent Controlled by Mundipharma that claims the Product or the API or the manufacture or use in the Field

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of the Product or the API to Develop, make, have made, use, sell, offer for sale, import and otherwise Commercialize the Products throughout the Allos Territory. Mundipharma will, in such circumstances not be required to pay any further milestones required under Section 7.3 of this Agreement, but shall pay to Allos the royalties on all Net Sales of Products in the Licensed Territory set forth in Section 7.4, after deducting (A) royalty payments made to the PDX Licensor (with respect to the same Net Sales) in accordance with Mundipharma's assumption of the rights and responsibilities of the PDX License Agreement pursuant to Section 12.6(c)(iii) and (B) [***] of Mundipharma's costs (if any) of curing the consequences of Allos' breach or actions that resulted in termination. Such other provisions hereof as are necessary to administer the calculation and payment of such royalties will also survive such termination, including any audit, payment and record retention provisions. Mundipharma will thereafter be free to exercise its rights to all Product in the Licensed Territory, as reconveyed and released pursuant to this Section 12.6(c)(i) in the Licensed Territory as it may see fit, and Allos will not take any actions or make any omissions to prevent Mundipharma therefrom;

(ii) Transition Assistance. Allos shall provide such reasonable assistance, at no cost to Mundipharma, as may be reasonably necessary or useful for Mundipharma to continue Developing the Product throughout the Licensed Territory to the extent Allos is then performing or having performed such activities, including assigning or amending as appropriate, upon request of Mundipharma, any agreements or arrangements with Third Party vendors to Develop the Product.To the extent that any such contract between Allos and a Third Party is not assignable to Mundipharma, Allos shall reasonably cooperate with Mundipharma to arrange to continue to provide such services for a reasonable time after termination; and

(iii) Assumption of PDX License Agreement. Provided that Mundipharma is not in breach of this Agreement on the effective date of termination of this Agreement pursuant to Section 12.4(d), in exercising its rights under Section 12.6(c)(y), Mundipharma will assume all rights and responsibilities of Allos under the PDX License Agreement, including the royalties, milestones and sublicense fees provisions [***], to the extent applicable to the rights granted to Mundipharma under this Agreement (*i.e.*, in respect of the Licensed Territory only).

12.7 Survival. Termination or expiration of this Agreement shall not affect rights or obligations of the Parties under this Agreement that have accrued prior to the date of termination or expiration. Notwithstanding anything to the contrary, the following provisions shall survive any expiration or termination of this Agreement: (i) Articles 1 (to the extent defined terms are contained in the following surviving Articles and Sections), 10, 11 (other than Section 11.3) and 13 (other than Section 13.2); (ii) Sections 2.4, 4.10 (for a period of five (5) years after such expiration or termination), 7.2, 7.4, 7.5, 7.6, 7.7, 7.8, 7.9, 7.10 (provided that the preceding Sections of Article 7 shall survive only with respect to any payment incurred or accrued prior to such expiration or termination), 8.1, 8.9(l), 9.5, 12.6, 12.7, 14.1, 14.3, 14.4, 14.7, 14.8, 14.9, 14.11 and 14.15; and (iii) solely with respect to Joint Patents, Sections 8.3, 8.4 and 8.5.

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ARTICLE 13

DISPUTE RESOLUTION

13.1 Arbitration. In the event of any disputes, controversies or differences which may arise between the Parties (except for disputes arising from the JPC, which shall be handled pursuant to Section 13.2 and only handled pursuant to this Section 13.1 as provided in Section 13.2), out of or in relation to or in connection with this Agreement, including any alleged failure to perform, or breach, of this Agreement, or any issue relating to the interpretation or application of this Agreement, then upon the request of either Party, the Parties agree to meet and discuss in good faith a possible resolution thereof, which good faith efforts shall include at least one in-person meeting between the Executive Officers of each Party. If the matter is not resolved within [***] following the request for discussions, either Party may then invoke arbitration under this Section 13.1. Any dispute, controversy or claim arising out of or relating to the validity, construction, interpretation, enforceability, breach, performance, application or termination of this Agreement that is not resolved pursuant to Section 13.2 or by the Parties meeting in good faith to resolve such dispute, controversy or claim as outlined above, except for a dispute, claim or controversy under Section 13.5, shall be settled by binding arbitration administered by JAMS pursuant to its Comprehensive Arbitration Rules and Procedures then in effect (the "**JAMS Rules**"), except as otherwise provided herein. The arbitration will be conducted in New York, New York and the Parties consent to the personal and subject matter jurisdiction of the state and federal courts in New York, New York, for any case arising out of or otherwise related to this arbitration, its conduct and its enforcement. Any situation not expressly covered by this Agreement shall be decided in accordance with the JAMS Rules.

13.2 Referred from JPC. With respect to disputes arising from matters delegated or referred to the JPC pursuant to the terms of this Agreement, either Party may, by written notice to the other Party, have such dispute referred to each Party's Executive Officers for attempted resolution by good faith negotiations within [***] after such notice is received. If the Executive Officers of the Parties are not able to resolve a dispute within the [***] period described above, then the Executive Officer of Allos or Mundipharma, as the case may be, shall have the unilateral right to cast the deciding vote for the JPC as provided in Section 13.2(a) or 13.2(b). If neither Party has the right to cast the deciding vote for the JPC pursuant to Section 13.2(a) or 13.2(b) (*e.g.*, where Section 13.2(a) or 13.2(b) provides for exceptions to the Executive Officer's right to make the final decision), then either Party may submit the dispute for resolution pursuant to Section 13.1.

(a) Allos Decisions. The Executive Officer of Allos shall have the right to make the final decision with respect to: (i) any decision regarding Development of the Product for the Field in the Allos Territory or an Incremental Study being conducted by Allos; (ii) any decision regarding Commercialization of the Product in the Field in the Allos Territory; or (iii) all Development studies (clinical and pre-clinical) where Allos reasonably believes either that the studies pose a substantial and unwarranted safety risk (a "**Safety Reason**") or that such decision is substantially likely to cause a Material Impact (in accordance with Section 4.4(c)). Nothing in this Section 13.2(a) shall be construed to limit Allos' (A) ability to carry out day-to-day decisions related to its Development activities as set forth in the Allos Required Studies Schedule, (B) compliance with applicable Laws or reporting requirements to Regulatory Authorities, or (C) sole discretion with respect to pricing decisions with respect to the Product in the Allos Territory.

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(b) Mundipharma Decisions. The Executive Officer of Mundipharma shall have the right to make the final decision with respect to: (i) any decision regarding Development of the Product for the Field in the Licensed Territory (except for a decision involving an Additional Study or a decision described in Section 13.2(a)(ii)) or an Incremental Study being conducted by Mundipharma, except where Allos reasonably believes either that there is a Safety Reason or that such decision is substantially likely to cause a Material Impact; or (ii) any decision regarding Commercialization of the Product in the Field in the Licensed Territory. Nothing in this Section 13.2(b) shall be construed to limit Mundipharma's (A) ability to carry out day-to-day decisions related to its Development activities as set forth in the Development Plan, (B) compliance with applicable Laws or reporting requirements to Regulatory Authorities, or (C) sole discretion with respect to pricing decisions with respect to the Product in the Field in the Licensed Territory.

13.3 Equitable Relief. Notwithstanding Sections 13.1 and 13.2, each Party acknowledges that its breach of Article 11 may cause irreparable harm to the other Party, which cannot be reasonably or adequately compensated by damages in an action at law. By reason thereof, each Party agrees that the other Party shall be entitled, in addition to any other remedies it may have under this Agreement or otherwise, to seek preliminary and permanent injunctive and other equitable relief from any state or federal court of competent jurisdiction in New York, New York to prevent or curtail any actual or threatened breach of Article 11 that is reasonably likely to cause it irreparable harm. In addition, notwithstanding Sections 13.1 and 13.2, to the fullest extent provided by Law, either Party may bring an action in any court of competent jurisdiction for injunctive relief (or any other provisional remedy) to protect a Party's rights or enforce a Party's obligations under this Agreement pending final resolution of any claims related thereto pursuant to the dispute resolution procedure set forth in Section 13.1.

13.4 Governing Law. This Agreement and all disputes arising out of or related to this Agreement or any breach hereof shall be governed by and construed under the laws of the State of New York, without giving effect to any choice of law principles that would require the application of the laws of a different state.

13.5 Patent and Trademark Disputes. Notwithstanding Section 13.1, any dispute, controversy or claim relating to the scope, validity, enforceability or infringement of any Patent or trademark rights outside the U.S. covering the manufacture, use, importation, offer for sale or sale of the Product shall be submitted to a court of competent jurisdiction in the country in which such Patent or trademark rights were granted or arose.

ARTICLE 14

MISCELLANEOUS

14.1 Entire Agreement; Amendment. This Agreement amends and restates in full the Original Agreement. This Agreement, including the Exhibits and Schedules hereto, together with the Amended Development Plan, the Allos Required Studies Schedule, the Supply Agreement, the Consent, the Letter Agreement, the Second Letter Agreement, the Pharmacovigilance Agreements, as amended, and the Technical Agreement, as amended, sets forth the complete, final and exclusive agreement and all the covenants, promises, agreements, warranties, representations, conditions and understandings between the Parties hereto with respect to the subject matter hereof and supersedes, as of the Effective Date, all prior and contemporaneous agreements and understandings between the Parties with respect to the subject matter hereof. There are no covenants, promises, agreements,

warranties, representations, conditions or understandings, either oral or written, between the Parties with respect to the subject matter of this Agreement other than as are set forth in this Agreement, the Amended Development Plan, the Allos Required Studies Schedule, the Supply Agreement, the Pharmacovigilance Agreement and the Technical Agreement. No subsequent alteration, amendment, change or addition to this Agreement shall be binding upon the Parties unless reduced to writing and signed by an authorized officer of each Party.

14.2 Force Majeure. Both Parties shall be excused from the performance of their obligations under this Agreement to the extent that such performance is prevented by force majeure and the non-performing Party promptly provides notice of the prevention to the other Party. Such excuse shall continue for so long as the condition constituting force majeure continues and the non-performing Party takes reasonable efforts to remove the condition. For purposes of this Agreement, force majeure shall include conditions beyond the control of the Parties, including an act of God, war, civil commotion, terrorist act, epidemic, failure or default of public utilities or common carriers, destruction of production facilities or materials by fire, earthquake, storm or like catastrophe, and failure of plant or machinery (provided that such failure could not have been prevented by the exercise of skill, diligence, and prudence that would be reasonably and ordinarily expected from a skilled and experienced person engaged in the same type of undertaking under the same or similar circumstances). Notwithstanding the foregoing, a Party shall not be excused from making payments owed hereunder because of a force majeure affecting such Party. If a force majeure persists for more than ninety (90) days, then the Parties will discuss in good faith the modification of the Parties' obligations under this Agreement in order to mitigate the delays caused by such force majeure.

14.3 Notices. Any notice required or permitted to be given under this Agreement shall be in writing, shall specifically refer to this Agreement, and shall be addressed to the appropriate Party at the address specified below or such other address as may be specified by such Party in writing in accordance with this Section 14.3, and shall be deemed to have been given for all purposes (a) when received, if hand-delivered or sent by confirmed facsimile or a reputable courier service, or (b) five (5) business days after mailing, if mailed by first class certified or registered airmail, postage prepaid, return receipt requested.

If to Allos:

Allos Therapeutics, Inc.
11080 Circle Point Road,
Suite 430
Westminster, Colorado 80020
Attn: President and Secretary
Fax: (303) 426-4731

With copies to (which shall not constitute notice):

Allos Therapeutics, Inc.
11080 Circle Point Road,
Suite 430
Westminster, Colorado 80020
Attn: Legal Department
Fax: (303) 426-4731

Stradling Yocca Carlson & Rauth
660 Newport Center Dr., Suite 1600

Newport Beach, CA 92660
Attn: Shivbir S. Grewal
Fax: (949) 823-5119

If to Mundipharma: Mundipharma International Corporation Limited
Mundipharma House, 14 Par-la-Ville Road
P.O. Box HM 2332, Hamilton HM JX
Bermuda
Attn: Douglas Docherty, General Manager
Fax: (441) 292-1472

With a copy to (which shall not constitute notice):
Chadbourne & Parke LLP
30 Rockefeller Plaza
New York, New York 10112
Attn: Stuart D. Baker
Fax: (212) 489-7130

14.4 No Strict Construction; Interpretation; Headings. In the event an ambiguity or a question of intent or interpretation arises, this Agreement will be construed as if drafted jointly by the Parties and no presumption or burden of proof will arise favoring or disfavoring either Party by virtue of the authorship of any provisions of this Agreement. The language in this Agreement is to be construed in all cases according to its fair meaning. The definitions of the terms herein apply equally to the singular and plural forms of the terms defined. Whenever the context may require, any pronoun will include the corresponding masculine, feminine and neuter forms. The words “include”, “includes” and “including” will be deemed to be followed by the phrase “without limitation.” Unless the context requires otherwise, (i) any definition of or reference to any agreement, instrument or other document herein will be construed as referring to such agreement, instrument or other document as from time to time amended, supplemented or otherwise modified (subject to any restrictions on such amendments, supplements or modifications set forth herein or therein), (ii) any reference to any Laws herein will be construed as referring to such Laws as from time to time enacted, repealed or amended, (iii) any reference herein to any person will be construed to include the person’s successors and permitted assigns, (iv) the words “herein”, “hereof” and “hereunder”, and words of similar import, will be construed to refer to this Agreement in its entirety and not to any particular provision hereof, (v) any reference herein to the words “mutually agree” or “mutual written agreement” will not impose any obligation on either Party to agree to any terms relating thereto or to engage in discussions relating to such terms except as such Party may determine in such Party’s sole discretion, (vi) all references herein to Sections or Exhibits will be construed to refer to Sections and Exhibits to this Agreement, (vii) the word “days” means calendar days unless otherwise specified, (viii) except as otherwise expressly provided herein all references to “$” or “dollars” refer to the lawful money of the U.S., and (ix) the words “copy” and “copies” and words of similar import when used in this Agreement include, to the extent available, electronic copies, files or databases containing the information, files, items, documents or materials to which such words apply. The headings of each Article and Section in this Agreement have been inserted for convenience of reference only and are not intended to limit or expand on the meaning of the language contained in the particular Article or Section.

14.5 Assignment. Neither Party may assign or transfer this Agreement or any rights or obligations hereunder without the prior written consent of the other Party, except that a Party may make such an assignment without the other Party's consent to its Affiliates or to a Third Party successor to substantially all of the business of such Party to which this Agreement relates (such Third Party, an "**Acquiror**"), whether in a merger, sale of stock, sale of assets or other transaction. Any successor or assignee of rights and/or obligations permitted hereunder shall, in writing to the other Party, expressly assume performance of such rights and/or obligations. The Allos Technology, in the case of Allos as assignor or transferor, or the Mundipharma Technology, in the case of Mundipharma as assignor or transferor, shall exclude any Patents and Information Controlled by any Acquiror (or any Affiliate thereof, excluding a Party hereto as a result of such transaction) except to the extent such Acquiror's Information or Patents are Controlled by Allos or Mundipharma, as applicable, or any of Allos' or Mundipharma's, as applicable, Affiliates, and are necessary for the Development or Commercialization of Product and utilized in respect of the Product or the API in the Licensed Territory or the Allos Territory, as applicable. Any assignment or transfer of this Agreement must be done together with an assignment or transfer of the Supply Agreement. Any permitted assignment shall be binding on the successors of the assigning Party. Any assignment or attempted assignment by either Party in violation of the terms of this Section 14.5 shall be null, void and of no legal effect.

14.6 Performance by Affiliates. Each Party may discharge any obligations and exercise any right hereunder through any of its Affiliates. Each Party hereby guarantees the performance by its Affiliates of such Party's obligations under this Agreement, and shall cause its Affiliates to comply with the provisions of this Agreement in connection with such performance. Any breach by a Party's Affiliate of any of such Party's obligations under this Agreement shall be deemed a breach by such Party, and the other Party may proceed directly against such Party without any obligation to first proceed against such Party's Affiliate.

14.7 Further Actions. Each Party agrees to execute, acknowledge and deliver such further instruments, and to do all such other acts, as may be necessary or appropriate in order to carry out the purposes and intent of this Agreement.

14.8 Severability. If any one or more of the provisions of this Agreement is held to be invalid or unenforceable by any court of competent jurisdiction from which no appeal can be or is taken, the provision shall be considered severed from this Agreement and shall not serve to invalidate any remaining provisions hereof. The Parties shall make a good faith effort to replace any invalid or unenforceable provision with a valid and enforceable one such that the objectives contemplated by the Parties when entering this Agreement may be realized.

14.9 No Waiver. Any delay in enforcing a Party's rights under this Agreement or any waiver as to a particular default or other matter shall not constitute a waiver of such Party's rights to the future enforcement of its rights under this Agreement, except with respect to an express written and signed waiver relating to a particular matter for a particular period of time.

14.10 Independent Contractors. Each Party shall act solely as an independent contractor, and nothing in this Agreement shall be construed to give either Party the power or authority to act for, bind, or commit the other Party in any way. Nothing herein shall be construed to create the relationship of partners, principal and agent, or joint-venture partners between the Parties.

14.11 English Language. This Agreement was prepared in the English language, which language shall govern the interpretation of, and any dispute regarding, the terms of this Agreement.

14.12 Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Each Party may execute this Agreement by facsimile transmission or in Adobe™ Portable Document Format (PDF) sent by electronic mail. In addition, facsimile or PDF signatures of authorized signatories of any Party will be deemed to be original signatures and will be valid and binding, and delivery of a facsimile or PDF signature by any Party will constitute due execution and delivery of this Agreement.

14.13 Non-Solicitation of Employees. During the Term, neither Party may, directly or indirectly, recruit or solicit any employee of the other Party who became known to the other Party through contact or interactions for the purposes of negotiating or performing this Agreement, without the prior consent of the other Party. For purposes of the foregoing, "recruit" or "solicit" shall not include: (a) circumstances where an employee of a Party initiates contact with the other Party solely on its own with regard to possible employment without being encouraged, suggested, or otherwise induced to make such contact by the other Party; or (b) general solicitations of employment not specifically targeted at employees of a Party, including responses to general advertisements.

14.14 Expenses. Each of the Parties will bear its own direct and indirect expenses incurred in connection with the negotiation and preparation of this Agreement and, except as set forth in this Agreement, the performance of the obligations contemplated hereby and thereby.

14.15 Intellectual Property. The Parties acknowledge and agree that the licenses granted by the Parties pursuant to Sections 2.1, 2.2 and 8.9 and all other rights granted under or pursuant to this Agreement are and shall otherwise be deemed to be, for purposes of Section 365(n) of the Bankruptcy Code (or analogous provisions of the bankruptcy laws of any Governmental Authority), licenses of rights to "intellectual property" as defined under Section 101(35A) of the Bankruptcy Code (or analogous foreign provisions), and that this Agreement is an executory contract governed by Section 365(n) of the Bankruptcy Code (or analogous foreign provisions) in the event that a bankruptcy proceeding is commenced involving either Party (as licensor hereunder). Mundipharma, as the licensee of such rights under Section 2.1 and Allos, as the licensee of such rights under Section 2.2, shall retain and may fully exercise all of its rights and elections under the Bankruptcy Code. The foregoing provisions of this Section 14.15 are without prejudice to any rights the Parties may have arising under the Bankruptcy Code or other applicable Laws.

14.16 Modification of Licensed Territory. As of the Effective Date, those countries in the Licensed Territory (as defined in the Original Agreement) that are no longer part of the Licensed Territory (as defined in this Agreement) (the **"Transferred Countries**") have been removed from the Licensed Territory hereunder and transferred to the Allos Territory, and all of Mundipharma's obligations under the Original Agreement and this Agreement shall be deemed terminated with respect to such Transferred Countries, save for (i) any unpaid obligations of Mundipharma accrued prior to the Effective Date, (ii) any indemnification obligations of Mundipharma under Section 10.2 with respect to Claims in the Transferred Countries brought after the Effective Date but arising out of, based on, or resulting from Mundipharma's conduct prior to the Effective Date, and (iii) the transition assistance provisions of this Section 14.16. With respect to the Transferred Countries, Mundipharma shall, at its expense, cooperate with Allos and/or its designee to effect a smooth and orderly transition of the regulatory responsibilities and Development activities in the Transferred

Countries to the extent Mundipharma is then performing or having performed such activities. Mundipharma shall provide Allos copies of all Regulatory Materials filed in the Transferred Countries, all correspondence exchanged with the Regulatory Authorities in the Transferred Countries and other information relating to the Development or Commercialization of the Product in the Transferred Countries.From and after the Effective Date, upon the request of Allos, Mundipharma will, and will cause its Affiliates to, do, execute, acknowledge and deliver all such further acts, assurances, deeds, assignments, transfers, conveyances and other instruments and papers as may be reasonably required or appropriate to effect a smooth and orderly transition in the on-going Development activities of the Product in the Transferred Countries. For clarity, each party's indemnification obligations are set forth in Section 10.

14.17 Switzerland Option. [***] the Term, Allos will have the option to remove the territory of Switzerland from the Licensed Territory and transfer it to the Allos Territory, which option may be exercised or terminated, at any time, by Allos by sending a written notice to Mundipharma (the "**Switzerland Option**"). Until such time as the Switzerland Option is exercised, Mundipharma will have the same obligations and responsibilities to conduct Development and Commercialization activities with respect to the Product in Switzerland as Mundipharma has for any other country in the Licensed Territory under this Agreement. Set forth in the Second Letter Agreement is (i) [***], and (ii) [***]. Mundipharma agrees to update such [***] on a [***] basis. Allos will have the right to review and approve such [***] updates to such [***], such approval not to be unreasonably withheld or delayed. Allos agrees to reimburse Mundipharma, (A) [***], and (B) [***]. Within [***] following the end of each [***] after the Effective Date, Mundipharma shall [***].

14.18 Amendment and Restatement. This Agreement amends and restates the Original Agreement in its entirety. Notwithstanding such amendment and restatement of the Original Agreement, each Party will retain all rights and obligations under the Original Agreement to the extent such rights and obligations have not been specifically amended by this Agreement and have (i) accrued prior to the Effective Date, or (ii) have not yet accrued by the Effective Date, but arise out of, are based on, or result from a Party's conduct or an event occurring prior to the Effective Date.

[***]: CONFIDENTIAL PORTIONS OMITTED AND FILED SEPARATELY WITH THE COMMISSION.

[*Remainder of this page intentionally left blank*]

IN WITNESS WHEREOF, the Parties hereto have caused this Amended and Restated License, Development and Commercialization Agreement to be executed by their duly authorized officers as of the Effective Date.

MUNDIPHARMA INTERNATIONAL CORPORATION LIMITED

By: _____
Name: Douglas Docherty
Title: General Manager

ALLOS THERAPEUTICS, INC.

By: _____
Name: Abraham N. Oler
Title: President and Secretary

EXHIBIT A

[***]

[***]: CONFIDENTIAL PORTIONS OMITTED AND FILED SEPARATELY WITH THE COMMISSION.

EXHIBIT B

LICENSED MARKS

COUNTRY	REFERENCE#	FILED	APPL#	REGDT	REG#	STATUS	CLASSES

[***]

[***]: CONFIDENTIAL PORTIONS OMITTED AND FILED SEPARATELY WITH THE COMMISSION.

SCHEDULE 1

ALLOS PATENTS

[***]

[***]: CONFIDENTIAL PORTIONS OMITTED AND FILED SEPARATELY WITH THE COMMISSION.

Exhibit 10.2

CERTAIN CONFIDENTIAL INFORMATION CONTAINED IN THIS DOCUMENT MARKED WITH [***] HAS BEEN OMITTED AND FILED SEPARATELY WITH THE SECURITIES AND EXCHANGE COMMISSION PURSUANT TO RULE 24B-2 OF THE SECURITIES EXCHANGE ACT, AS AMENDED.

Execution Version

ALLOS THERAPEUTICS, INC.

and

MUNDIPHARMA MEDICAL COMPANY

AMENDED AND RESTATED SUPPLY AGREEMENT

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AMENDED AND RESTATED SUPPLY AGREEMENT

THIS AMENDED AND RESTATED SUPPLY AGREEMENT (this "**Agreement**"), dated this 29th day of May, 2013 (the "**Amendment Effective Date**"), is by and between Allos Therapeutics, Inc., a Delaware corporation having a place of business at 11080 Circle Point Road, Suite 430, Westminster, Colorado 80020 ("**Allos**"), and Mundipharma Medical Company, a partnership organized under the laws of Bermuda, having a place of business at 14 Par-la-Ville Road, P.O. Box HM 2332, Hamilton HM JX, Bermuda ("**MMCO**").

RECITALS:

WHEREAS, Mundipharma International Corporation Limited, a Bermuda corporation ("MICL"), and Allos have entered into a license, development and commercialization agreement dated as of May 10, 2011, and amended and restated of even date herewith, pursuant to which MICL has exclusive rights to develop and commercialize certain pharmaceutical products (including the Product (as defined below)) in the Licensed Territory (as defined below) (the "**License Agreement**");

WHEREAS, Allos has agreed to supply MMCO with Bulk Product (as defined below) and API (as defined below), to enable the Bulk Product to be developed and the resulting Product to be commercialized in the Licensed Territory and to enable the API to be utilized in non-clinical studies, in each case in accordance with the License Agreement; and

WHEREAS, MMCO and Allos entered into an agreement governing the supply arrangement between them in respect of Bulk Product and API, providing, inter alia, for forecasting, ordering, shipping and other matters, all as more fully set forth herein, dated as of May 10, 2011, which the Parties now desire to amend and restate, as set forth herein.

NOW, THEREFORE, the Parties agree as follows:

1. **DEFINITIONS**.

1.1 For purposes hereof, the following terms have the meanings set forth below:

"**Acquiror**" has the meaning set forth in Section 14.2.

"**Adulterated**" has the meaning set forth in the FD&C Act.

"**Affiliate**" means, with respect to either Party, any person, firm, trust, corporation, partnership or other entity or combination thereof that directly or indirectly controls, is controlled by or is under common control with such Party; the term "control" (including, with correlative meaning, the terms "controlled by" or "under common control with") meaning direct or indirect ownership of fifty percent (50%) or more, including ownership by trusts with substantially the same beneficial interests, of the voting and equity rights of such person, firm, trust, corporation, partnership or other entity or combination thereof, or the power to direct the management of such person, firm, trust, corporation, partnership or other entity or combination thereof.

"**Agreement**" means this Supply Agreement, as it may be amended or modified from time to time.

"**Allos**" has the meaning set forth in the first paragraph of this Agreement.

"**Allos Indemnitees**" has the meaning set forth in Section 8.2.

"**Allos Manufacturing Know-How**" means all Information that is necessary or useful for the manufacture and quality testing of the Bulk Product in the Field and is Controlled by Allos or its Affiliates as of the Effective Date or during the Term; provided, the use of "Affiliate" in this definition shall exclude any Third Party that becomes an Affiliate of Allos after the Effective Date due to a Change of Control of Allos, except to the extent such Third Party's Information is Controlled by Allos (or its Acquiror) or any of its other Affiliates and is necessary for the manufacture of, and is utilized by or on behalf of Allos in respect of, the Bulk Product or the API in the Allos Territory or the Licensed Territory.

"Allos Share" means sixty percent (60%).

"**Allos Territory**" means the U.S., Canada, the European Countries and Turkey and (i) any country(ies) that is/are removed from the Licensed Territory and transferred to Allos Territory in accordance with Section 6.6(b), and (ii) Switzerland, upon the exercise by Allos of the Switzerland Option in accordance with Section 14.17 of the License Agreement.

"**Amendment Effective Date**" has the meaning set forth in the preamble to this Agreement.

"**[***]**" means [***], a Delaware corporation with its principal offices at [***].

"**API**" means [***]; provided, that any and all references to "API" hereunder shall mean API for use in [***], and not API that is otherwise [***], unless the context otherwise requires or unless otherwise noted.

"**API Actual Direct Cost**" means, with respect to API made in a particular Calendar Year, the sum of (i) [***] and (ii) [***], in each case of (i) and (ii) allocated [***], and (iii) [***].

"**API Anticipated Direct Cost**" means, with respect to API made in a particular Calendar Year, the sum of (i) [***] and (ii) [***], in each case of (i) and (ii) allocated [***], and (iii) [***].

"**API Specifications**" means those specifications for API set forth in Exhibit A attached hereto as may be amended or supplemented from time to time in accordance with Sections 6.1 and 6.2.

"**API Supply Amendment**" has the meaning set forth in Section 3.5(c).

[***]: CONFIDENTIAL PORTIONS OMITTED AND FILED SEPARATELY WITH THE COMMISSION.

"**Audited Party**" has the meaning set forth in Section 5.5(b).

"**Auditing Party**" has the meaning set forth in Section 5.5(b).

"**Bankruptcy Code**" means, as applicable, the U.S. Bankruptcy Code, as amended from time to time, and the rules and regulations and guidelines promulgated thereunder or the bankruptcy laws of any Governmental Authority, as amended from time to time, and the rules and regulations and guidelines promulgated thereunder.

"**[***]**" means [***] corporation with its principal offices at [***].

"**[***] Supply Agreement**" means that certain clinical and commercial supply agreement, entered into effective as of [***], between Allos and [***].

"**Breaching Party**" has the meaning set forth in Section 10.2.

"**Bulk Product**" means the pharmaceutical product that is (i) currently being sold in the Allos Territory as Folotyn, which product contains volumes of [***] or [***] of the API in its current formulation and at a concentration of [***], or as subsequently changed, in accordance with the terms of this Agreement, to comply with any Drug Approval in the Licensed Territory, and (ii) currently utilized in clinical trials with [***],[***] or [***] of the API in its current formulation and at a concentration of [***], in each case delivered in unlabeled vials, in its current presentation.

"**Bulk Product Actual Direct Cost**" means, for each presentation of Bulk Product for a particular Calendar Year, the sum of (i) [***], and (ii) [***], and (iii) [***], in each case of (i)-(iii) [***], and (iv) [***].

"**Bulk Product Anticipated Direct Cost**" means, for each presentation of Bulk Product for a particular Calendar Year, the sum of (i) [***], and (ii) [***], and (iii) [***], in each case of (i)-(iii) allocated [***], and (iv) [***].

"**Bulk Product Specifications**" means those specifications for Bulk Product set forth in Exhibit A attached hereto as may be amended or supplemented from time to time in accordance with Sections 6.1 and 6.2.

"**Calendar Quarter**" means each of the three month periods ending March 31st, June 30th, September 30th and December 31st.

"**Calendar Year**" means the 12 month period from January 1st through December 31st.

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"**Change of Control**" means, with respect to either Party, (i) the sale of all or substantially all of such Party's assets or business relating to this Agreement; (ii) a merger, consolidation, share exchange or other similar transaction involving such Party and any Third Party which results in the holders of the outstanding voting securities of such Party immediately prior to such merger, consolidation, share exchange or other similar transaction ceasing to hold more than fifty percent (50%) of the combined voting power of the surviving, purchasing or continuing entity immediately after such merger, consolidation, share exchange or other similar transaction, or (iii) the acquisition by a person or entity, or group of persons or entities acting in concert, of more than fifty percent (50%) of the outstanding voting equity securities of such Party; in all cases of clauses (i)-(iii), where such transaction is to be entered into with any person or group of persons other than the other Party or its Affiliates.

"**Claims**" has the meaning set forth in Section 8.1.

"**CMC Information**" means Information related to the chemistry, manufacturing and controls of the Bulk Product, as specified by the FDA, EMA and other applicable Regulatory Authorities.

"**Confidential Information**" of a Party means any and all Information of such Party or its Affiliates that is disclosed by such Party or its Affiliates to the other Party or its Affiliates under this Agreement, whether in oral, written, graphic, or electronic form.

"**Consent**" means the consent and agreement among Allos, the PDX Licensor (as defined in the License Agreement) and MICL, dated of the Effective Date.

"**Contracting Party**" has the meaning set forth in Section 3.12(b)(i).

"**Control**" means, with respect to any material, Information, or intellectual property right, that a Party (a) owns or (b) has a license (other than a license granted to such Party under this Agreement) to such material, Information, or intellectual property right, and in each case, has the ability to grant to the other Party access, a license or a sublicense (as applicable) to the foregoing on the terms and conditions set forth in this Agreement without violating the terms of any then-existing agreement or other arrangement with any Third Party.

"**Default Notice**" has the meaning set forth in Section 10.2.

"**Drug Approval**" means an approval granted by the appropriate Regulatory Authority to market the Product in the Field in any particular jurisdiction in the Licensed Territory.

"**Effective Date**" means May 10, 2011.

"**EMA**" means the European Medicines Agency or any successor entity.

"**European Countries**" means Austria, Belgium, Bulgaria, Croatia, Cyprus, the Czech Republic, Denmark, Estonia, Finland, France, Germany, Greece, Hungary, Iceland, Ireland, Italy, Latvia, Liechtenstein, Lithuania, Luxembourg, Macedonia, Malta, Monaco, Montenegro, the Netherlands, Norway, Poland, Portugal, Romania, Serbia, Slovakia, Slovenia, Spain, Sweden and the United Kingdom.

"**Excess Orders**" has the meaning set forth in Section 3.4(d).

"**Executive Officers**" means the Chief Executive Officer of Allos and the Regional Director, Europe of Mundipharma International Limited, an Affiliate of MMCO (or their designees).

"**FD&C Act**" means the U.S. Federal Food, Drug and Cosmetic Act, as amended.

"**FDA**" means the U.S. Food and Drug Administration or any successor entity.

"**[***]**" means [***], a corporation [***], with its principal offices at [***].

"**Field**" means the diagnosis or treatment of [***].

"**Firm Order**" means a written irrevocable firm purchase order for Bulk Product or API, which order must include a delivery schedule specifying the delivery date for the Bulk Product or API ordered and must be submitted and accepted in accordance with Sections 3.4(a), (b) and (c) or 3.5(a) and (b), respectively.

"**First Commercial Sale**" means, with respect to a particular Product, the first sale to a Third Party of such Product in a given regulatory jurisdiction in the Licensed Territory after Drug Approval has been obtained in such jurisdiction.

"**First Confidentiality Agreement"** means the confidentiality agreement between Allos and MICL dated [***].

"**GMPs**" means the standards relating to the then-current Good Manufacturing Practices for fine chemicals, API, intermediates, bulk products or finished pharmaceutical products set forth (i) in 21 U.S.C. 351(a)(2)(B), in U.S. FDA regulations at 21 C.F.R. Parts 210 and 211 and in The Rules Governing Medicinal Products in the European Community, Volume IV, Good Manufacturing Practice for Medicinal Products, each as may be amended from time to time, (ii) in ICH Guidelines relating to the manufacture of API and finished pharmaceuticals as may be amended from time to time, or (iii) applicable Laws promulgated by any Governmental Authority having jurisdiction over the manufacture of compounds or products or any components of either of the foregoing in the countries in which the Bulk Product or API, as applicable, will be used or sold.

"**Governmental Authority**" means any multi-national, federal, state, local, municipal, provincial or other governmental authority of any nature (including any governmental division, prefecture, subdivision, department, agency, bureau, branch, office, commission, council, court or other tribunal).

"**ICH**" means the International Conference on Harmonization of Technical Requirements for Registration of Pharmaceuticals for Human Use.

"**ICH Guidelines**" means the guidelines of the ICH.

[***]: CONFIDENTIAL PORTIONS OMITTED AND FILED SEPARATELY WITH THE COMMISSION.

"**Indemnified Party**" has the meaning set forth in Section 8.3.

"**Indemnifying Party**" has the meaning set forth in Section 8.3.

"**Indication**" means any disease or condition that can be diagnosed or treated.

"**Information**" means any data, results, technology, business or financial information or information of any type whatsoever, in any tangible or intangible form, including know-how, trade secrets, practices, techniques, methods, processes, inventions, developments, specifications, formulations, formulae, materials or compositions of matter of any type or kind (patentable or otherwise), software, algorithms, marketing reports, expertise, technology, test data (including pharmacological, biological, chemical, biochemical, clinical test data and data resulting from non-clinical studies), CMC information, stability data and other study data and procedures.

"**JAMS Rules**" has the meaning set forth in Section 12.1.

"**Joint Manufacturing Committee**" or "**JMC**" has the meaning set forth in Section 3.2(a).

"**Joint Manufacturing Costs**" means all costs, including out-of-pocket costs, reasonably incurred by or on behalf of either Party (excluding internal costs) after the Effective Date, under Sections 3.12(b)(i), 3.14, 5.2 and 6.2.

"**Joint Product Committee**" or "**JPC**" has the meaning set forth in the License Agreement.

"**Knowledge**" means, with respect to the Party to which such term is attributed, (i) the actual knowledge of: (a) for Allos, [***]; and (b) for MMCO, the following executives of MMCO or its Affiliates: [***], or (ii) the knowledge that any of the foregoing individuals reasonably should have gained through operating in the ordinary course of business with a level of efforts and resources consistent with the business practices of a similarly sized company with a similarly sized infrastructure to support and carry out its operations.

"**Laws**" means all laws, statutes, rules, regulations, ordinances and other pronouncements having the effect of law of any federal, national, multinational, state, provincial, county, city or other political subdivision, domestic or foreign.

"**License Agreement**" has the meaning set forth in the recitals.

"**Licensed Territory**" means all countries of the world excluding those in the Allos Territory.

"**MICL**" has the meaning set forth in the recitals.

"**Misbranded**" has the meaning set forth in the FD&C Act.

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"**MMCO**" has the meaning set forth in the first paragraph of this Agreement.

"**MMCO Indemnitees**" has the meaning set forth in Section 8.1.

"MMCO Share" means forty percent (40%).

"**Non-Breaching Party**" has the meaning set forth in Section 10.2.

"**Non-Governmental Authority**" means any public body (including the National Institute of Clinical Excellence and the Scottish Medicines Consortium in the UK; the Institute for Quality and Efficiency in Healthcare in Germany; the Technical Scientific Commission in Italy; the Directorate of Pharmacy and Healthcare Products in Spain; and the National Union of Health Insurance Funds and the National Authority of Health in France) or non-Governmental Authority (including "Sick Funds" in Germany) with the authority to control, approve, recommend or otherwise determine pricing and reimbursement of pharmaceutical products, including those with authority to enter into risk sharing schemes and/or to impose retroactive price reductions, discounts, or rebates.

"**Packaging**" means all labels, labeling, inserts, containers, including cartons, shipping cases and other like matter used in packaging or accompanying the Bulk Product, including sample packaging.

"**Party**" means Allos or MMCO and, when used in the plural, means Allos and MMCO.

"**Permits**" has the meaning set forth in Section 9.4(c).

"**Person**" means an individual, corporation, limited liability company, partnership, Regulatory Authority or other entity.

"**Pharmacovigilance Agreements**" means the written pharmacovigilance agreements entered into by Allos and MICL, dated as of [***], and [***], respectively, and as may be amended from time to time, pursuant to which the parties defined and finalized the actions that the parties shall employ with respect to the Product to protect patients and promote their well-being. The Parties agree to amend and restate the Pharmacovigilance Agreements within [***] of the Amendment Effective Date in order to align them with the provisions of this Agreement and the License Agreement.

"**Pricing Approval**" means the governmental approval, agreement, determination or decision establishing prices for the Product that can be charged in regulatory jurisdictions where the applicable Governmental Authorities approve or determine the price of pharmaceutical products.

"**Product**" means the Bulk Product in its finished packing presentation for sale in the Licensed Territory.

[***]: CONFIDENTIAL PORTIONS OMITTED AND FILED SEPARATELY WITH THE COMMISSION.

"**Raw Materials**" means all bulk pharmaceutical ingredients (active and inactive) and other related items necessary or used in Allos', [***],[***], [***] or Third Party Contractors' manufacture and supply of the Bulk Product or API in accordance herewith.

"**Recall Procedures**" means the Product and Bulk Product recall procedures set forth in the Technical Agreement.

"**Regulatory Approval**" means (i) Drug Approval and all other approvals necessary for the commercial sale of the Product in a given country or regulatory jurisdiction; (ii) Pricing Approval (but only in those countries or regulatory jurisdictions where Pricing Approval is required by applicable Law for commercial sale); and (iii) Reimbursement Approval, but only in those countries or regulatory jurisdictions where Reimbursement Approval is required for the price paid for the Product to be reimbursed by a Governmental Authority or a Non-Governmental Authority with the authority to approve reimbursement.

"**Regulatory Authority**" means, in a particular country or jurisdiction, any applicable Governmental Authority or Non-Governmental Authority involved in granting Regulatory Approval in such country or jurisdiction.

"**Reimbursement Approval**" means the approval, agreement, determination or decision recommending or approving the Product for use and/or establishing the prices for the Product that can be reimbursed in regulatory jurisdictions where the applicable Governmental Authority or Non-Governmental Authority approves, determines or recommends the reimbursement or use of pharmaceutical products.

"**Second Confidentiality Agreement**" means the confidentiality agreement between Allos and Mundipharma Pharmaceuticals Inc. dated [***].

"**Shelf Life Schedule**" has the meaning set forth in Section 3.3(d).

"**Specifications**" means, collectively, the API Specifications and the Bulk Product Specifications.

"Sublicensee" means a Third Party to which MICL grants a sublicense of the rights granted to MICL under the License Agreement.

"**Supply Interruption**" has the meaning set forth in Section 4.2.

"**Technical Agreement**" means the agreement entered into by the Parties as of [***], and appended hereto as Exhibit B, as may be amended by the Parties from time to time. The Parties agree to amend and restate the Technical Agreement within [***] of the Amendment Effective Date in order to align it with the provisions of this Agreement and the License Agreement.

"**Term**" has the meaning set forth in Section 2.

[***]: CONFIDENTIAL PORTIONS OMITTED AND FILED SEPARATELY WITH THE COMMISSION.

"**Testing Laboratory**" means [***], or such other independent testing facility approved in the appropriate jurisdiction in the Licensed Territory as may be agreed by the Parties through the JMC.

"**Third Party**" means any entity other than Allos or MMCO or an Affiliate of either of them.

"**Third Party Contractor**" has the meaning set forth in Section 3.12(b).

"**Transfer Price**" means, with respect to a particular Calendar Year, the price established by Allos for Bulk Product or API in accordance with Section 5.3(a).

"**Year-End Actual Direct Cost**" means, with respect to a particular Calendar Year, the price established by Allos for Bulk Product or API in accordance with Section 5.3(b).

1.2 In the event an ambiguity or a question of intent or interpretation arises, this Agreement will be construed as if drafted jointly by the Parties and no presumption or burden of proof will arise favoring or disfavoring either Party by virtue of the authorship of any provisions of this Agreement. The language in this Agreement is to be construed in all cases according to its fair meaning. The definitions of the terms herein apply equally to the singular and plural forms of the terms defined. Whenever the context may require, any pronoun will include the corresponding masculine, feminine and neuter forms. The words "include", "includes" and "including" will be deemed to be followed by the phrase "without limitation." Unless the context requires otherwise, (i) any definition of or reference to any agreement, instrument or other document herein will be construed as referring to such agreement, instrument or other document as from time to time amended, supplemented or otherwise modified (subject to any restrictions on such amendments, supplements or modifications set forth herein or therein); (ii) any reference to any applicable Laws herein will be construed as referring to such applicable Laws as from time to time enacted, repealed or amended; (iii) any reference herein to any person will be construed to include the person's successors and permitted assigns; (iv) the words "herein", "hereof" and "hereunder", and words of similar import, will be construed to refer to this Agreement in its entirety and not to any particular provision hereof; (v) any reference herein to the words "mutually agree" or "mutual written agreement" will not impose any obligation on either Party to agree to any terms relating thereto or to engage in discussions relating to such terms except as such Party may determine in such Party's sole discretion; (vi) all references herein to Sections or Exhibits will be construed to refer to Sections and Exhibits to this Agreement; (vii) the word "days" means calendar days unless otherwise specified; (viii) except as otherwise expressly provided herein all references to "€" or "euros" refer to the lawful money of most of the European Countries; and (ix) the words "copy" and "copies" and words of similar import when used in this Agreement include, to the extent available, electronic copies, files or databases containing the information, files, items, documents or materials to which such words apply. The headings of each Article and Section in this Agreement have been inserted for convenience of reference only and are not intended to limit or expand on the meaning of the language contained in the particular Article or Section.

[***]: CONFIDENTIAL PORTIONS OMITTED AND FILED SEPARATELY WITH THE COMMISSION.

2. **TERM**. This Agreement will commence on the Effective Date and, unless sooner terminated as set forth in this Agreement, will continue until the expiration or termination of the License Agreement (the "**Term**").

3. **MANUFACTURE AND SUPPLY**.

3.1 **Manufacture and Supply Obligations**. Allos or its designee will manufacture, test and supply MMCO's orders for the Bulk Product and API, in accordance with the terms hereof.

3.2 **Joint Manufacturing Committee**.

(a) Formation and Role. The Parties have established a joint manufacturing committee (the "**Joint Manufacturing Committee**" or "**JMC**") for the coordination and oversight of certain of the Parties' activities under this Agreement. The role of the JMC shall be to:

(i) coordinate forecasting, ordering and other supply-related logistics;

(ii) discuss supply-related issues, including shortfalls and quality issues;

(iii) no later than six months prior to the First Commercial Sale in any country in the Licensed Territory, devise, agree upon and begin implementing a strategy for requirements of safety supplies of necessary Raw Materials and/or other materials to be utilized in the manufacture of Bulk Product, which strategy will be reviewed on an annual basis;

(iv) discuss supply-related issues regarding other forms of drug substance or finished product (if any) being pursued jointly by Allos and MMCO or by MMCO independently;

(v) discuss and coordinate manufacturing-related complaints, recalls and any other supply related issues;

(vi) review and discuss proposals to engage, qualify and maintain Third Party Contractors;

(vii) discuss the content and scope of any quality audit undertaken, or to be undertaken, by Allos as it relates to its Third Party manufacturers;

(viii) review and agree on Allos' budget amounts (including agreeing on the applicable FTE rates) for performing the technical assistance contemplated under Section 3.14;

(ix) discuss whether Allos can meet the combined MMCO and Allos requirements for Bulk Product (including by increasing batch sizes and/or capacity or through additional sources) when (A) MMCO's rolling good faith forecast for required quantities of Bulk Product for the Licensed Territory together with Allos' rolling good faith forecast for required quantities of Bulk Product for the Allos Territory equals or exceeds, in the aggregate, three batches (when converted to batch quantities and based on [***] then current batch size) for a four Calendar Quarter period, as contemplated under Section 3.3(c); or (B) MMCO's rolling good faith forecast for required quantities of Bulk Product for the Licensed Territory together with Allos' good faith rolling forecast for required quantities of Bulk Product for the Allos Territory equals or exceeds, in the aggregate, two batches (when converted to batch quantities and based on [***] then current batch size) for any Calendar Quarter, as contemplated under Section 3.3(c); and

(x) perform such other functions as may be appropriate to further the purposes of this Agreement, with respect to the manufacture of the Bulk Product or API, as directed by the JPC.

The JMC shall have only the powers expressly assigned to it in this Section 3.2 and elsewhere in this Agreement. The JMC shall have no power to interpret, amend, modify, or waive compliance with this Agreement.

(b) Members. Each Party shall initially appoint three representatives to the JMC, each of whom will be an officer or employee of such Party having sufficient seniority within the applicable Party to make decisions arising within the scope of the JMC's responsibilities. The JMC may change its size from time to time by mutual consent of its members and each Party may replace its representatives at any time upon written notice to the other Party. In the event a JMC representative from either Party is unable to attend or participate in a meeting of the JMC, the Party who designated such representative may designate an appropriately qualified substitute representative for the meeting, in its sole discretion. The JMC shall have a chairperson, who shall be elected, on an annual basis, alternatively by Allos or MMCO. The initial chairperson shall be selected by Allos. The role of the chairperson shall be to convene and preside at all meetings of the JMC and to ensure the preparation of meeting minutes, but the chairperson shall have no additional powers or rights beyond those held by other JMC representatives.

(c) Meetings. The JMC shall meet at least twice per Calendar Year during the Term unless the Parties mutually agree in writing to a different frequency for such meetings. Either Party may also call a special meeting of the JMC (by videoconference or teleconference) upon at least [***] prior written notice to the other Party in the event such Party reasonably believes that a significant matter must be addressed prior to the next regularly scheduled meeting, and such Party shall provide the JMC no later than [***] prior to the special meeting with materials reasonably adequate to enable an informed decision to be made by its members. The JMC may meet in person, by videoconference or by teleconference. Each Party shall be responsible for its own expenses relating to such meetings. As appropriate, other employee representatives or agents of the Parties may attend JMC meetings as non-voting observers and/or presenters. The chairperson of the JMC shall be responsible for preparing reasonably detailed written minutes of all JMC meetings that reflect, without limitation, all material decisions made

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at such meetings. The JMC chairperson shall send draft meeting minutes to each member of the JMC for review and approval within 10 business days after each JMC meeting. Such minutes shall be deemed approved unless one or more members of the JMC objects to the accuracy of such minutes within 10 business days of receipt.

(d) Decision Making. Actions to be taken by the JMC shall be taken only following unanimous vote, with each Party having one vote representing the views of its members. If the JMC fails to reach unanimous agreement on a matter before it for decision for a period in excess of [***] from the date first presented to the JMC in writing, then either Party may submit the dispute for resolution pursuant to Section 12.2.

3.3 **Forecasts; Excess Orders; Capacity**.

(a) At least [***] prior to the first delivery date for Bulk Products hereunder, and at least [***] before the end of each Calendar Quarter thereafter, MMCO will provide Allos with a rolling forecast of MMCO's best, good faith estimate of the quantities of Bulk Product to be ordered by MMCO from Allos for the next four Calendar Quarters to meet its and its Affiliates' and Sublicensees' reasonably anticipated requirement for Bulk Product, with the forecast for the first Calendar Quarter in the first forecast accounting for the remainder of the Calendar Quarter during which the first delivery takes place.

(b) Each forecast contemplated in subsection (a) above, will include a separate section for Bulk Product for clinical use and Bulk Product for commercial use and, within each section, will specify the quantity for each presentation (e.g., quantity of [***] or [***] volumes for commercial use and quantity of [***],[***] or [***] volumes for clinical use). Allos will include such forecasted amount in the forecasts it submits to its Third Party manufacturer(s) of Bulk Product.

(c) The first Calendar Quarter of each forecast shall be binding, shall not be greater than [***] of the amount previously forecasted for such Calendar Quarter (when it was the second Calendar Quarter in the forecast) or less than [***] of the amount previously forecasted for such Calendar Quarter (when it was the second Calendar Quarter in the forecast), and shall constitute a binding obligation: (i) for MMCO to place orders for, in the aggregate with respect to such Calendar Quarter, quantities of Bulk Product equal to such forecasted quantity for such first Calendar Quarter; and (ii) for Allos to accept orders for, in the aggregate with respect to such Calendar Quarter, such forecasted quantity of Bulk Product for such Calendar Quarter, provided that if MMCO's rolling good faith forecast for required quantities of Bulk Product for the Licensed Territory for the next [***] Calendar Quarters together with Allos' good faith rolling forecast for required quantities of Bulk Product for the Allos Territory for the next [***] Calendar Quarters equals or exceeds, in the aggregate, [***] batches (when converted to batch quantities and based on [***] then current batch size) or if MMCO's rolling good faith forecast for required quantities of Bulk Product for the Licensed Territory for any Calendar

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Quarter together with Allos' good faith rolling forecast for required quantities of Bulk Product for the Allos Territory for such Calendar Quarter equals or exceeds, in the aggregate, [***] batches (when converted to batch quantities and based on [***] then current batch size), then the following shall apply:

(i) Allos shall promptly notify MMCO that the aggregated rolling forecasts for Allos' and MMCO's required quantities of Bulk Product for the next [***] Calendar Quarters equals or exceeds, in the aggregate, [***] batches (when converted to batch quantities and based on [***] then current batch size) or that MMCO's rolling good faith forecast for required quantities of Bulk Product for the Licensed Territory for any Calendar Quarter together with Allos' good faith rolling forecast for required quantities of Bulk Product for the Allos Territory for such Calendar Quarter equals or exceeds, in the aggregate, [***] batches (when converted to batch quantities and based on [***] then current batch size). Within [***] of receipt of MMCO's rolling forecast, the JMC shall meet and discuss how the Parties will continue to obtain Bulk Product for their respective territories without interruption, and Allos shall discuss with [***] its willingness to scale up the size of its batches or to otherwise increase capacity, and the costs and time involved, in order to meet the Parties' combined anticipated requirements for Bulk Product. The JMC shall also consider whether an additional Third Party manufacturer of Bulk Product needs to be engaged and, if they decide an additional Third Party manufacturer should be engaged, the Parties shall proceed in accordance with Section 3.12.

(ii) Notwithstanding the outcome of such aforementioned meeting and activities of the JMC, if [***] rejects any purchase order for Bulk Product in respect of a Calendar Quarter placed by Allos, and such rejection is because fulfillment of such purchase order would require [***] to supply Bulk Product in excess of [***] batches for such Calendar Quarter and/or would require [***] to supply Bulk Product in excess of [***] batches for the applicable four Calendar Quarters, Allos may reject the corresponding purchase order placed by MMCO in respect of such Calendar Quarter, provided that Allos shall:

(A) provide to MMCO written confirmation from [***] of the rejection of Allos' order and the quantities of Bulk Product (if any) that [***] is willing and able to supply for such Calendar Quarter in respect of all orders for Bulk Product for MMCO and Allos;

(B) provide to MMCO written confirmation of the quantities of Bulk Product that Allos is able to supply to MMCO for such Calendar Quarter, from safety supplies held by Allos pursuant to Section 3.3(d) or excess inventory of Bulk Product that was not ordered by Allos for its own supply or the supply of its licensee in the Allos Territory, in order that MMCO can submit a replacement order for the quantity that Allos has indicated it can supply; and

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(C) cooperate with MMCO to find an additional Third Party manufacturer of Bulk Product and if Allos does not supply pursuant to Section 3.3(c)(ii)(B) the quantity originally ordered by MMCO (when combined with MMCO's share of any amount that [***] specified pursuant to Section 3.3(c)(ii)(A) that it was willing and able to supply) and if Bulk Product is available from an additional Third Party Contractor jointly funded by the Parties pursuant to Section 3.12(b)(i), the quantity of Bulk Product that is supplied by such additional Third Party Contractor shall, for the remainder of the period during which [***] is unable or unwilling to supply Bulk Product, be allocated on a Calendar Quarter by Calendar Quarter basis between MMCO (for the Licensed Territory) and Allos (for the Allos Territory) based upon the volume ratio of units of Bulk Product ordered by Allos from [***] and such additional Third Party Contractor for such Calendar Quarter for MMCO (for the Licensed Territory) and units of Bulk Product ordered by Allos from [***] and such additional Third Party Contractor for such Calendar Quarter for itself and its licensee in the Allos Territory.

(iii) If Allos rejects, in accordance with Section 3.3(c)(ii), a purchase order placed by MMCO and Allos fails to deliver to MMCO, by the delivery date specified in such purchase order for Bulk Product, the quantities of Bulk Product set forth in such purchase order, then the Minimum Quantity obligation set forth in Section 3.4(e) shall not apply until Allos resumes delivery of Bulk Product.

Such binding obligation may be amended only by the written agreement of both MMCO and Allos, or by MMCO at its discretion in the event of a supply shortfall as set forth in Section 4.1, provided that MMCO will pay any fees or other penalties incurred by Allos and payable to its Third Party manufacturer in connection with such amendment to the corresponding obligation. The second Calendar Quarter of each forecast will establish minimum and maximum quantities for such Calendar Quarter in the next forecast (when such Calendar Quarter will be the first Calendar Quarter in the forecast). MMCO's next forecast for such Calendar Quarter (when such Calendar Quarter will be the first Calendar Quarter in the forecast) shall not be greater than [***] of the amount previously forecasted or less than [***] of the amount previously forecasted. The forecast for the third and fourth Calendar Quarters of each forecast shall be MMCO's good faith estimate provided to Allos for planning purposes only, with no obligation on either Party to order or supply or to reserve manufacturing capacity or Raw Materials for, the forecasted amount for such Calendar Quarters. Notwithstanding the foregoing, during the first four Calendar Quarters after the First Commercial Sale, forecasts will not be binding and MMCO may revise its forecasts based upon market conditions. Allos will use commercially reasonable efforts to fulfill such forecasted orders.

(d) Allos or its Third Party manufacturers will maintain, at no charge to MMCO, a safety supply of [***] units in the aggregate of Bulk Product for the countries where Regulatory Approval for the Product has been obtained. Such supply of Bulk Product shall have a shelf life as required by the Regulatory Authorities in the country where such product is to be

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supplied; provided, that the shelf life of Bulk Product shall not be required to exceed [***]. Mundipharma shall provide a schedule setting forth the Bulk Product shelf life required by Regulatory Authorities in different countries (the "**Shelf Life Schedule**") within [***] of the Amendment Effective Date, which shall be incorporated into this Agreement through a side letter agreement between the Parties. If Allos uses any of the quantities of Bulk Product that it was maintaining pursuant to this Section 3.3(d) to accept or fill an order placed by MMCO because Allos' Third Party manufacturer did not deliver the amount ordered by Allos by the delivery date specified in Allos' order, then Allos will use commercially reasonable efforts to replenish (to the extent necessary to comply with the first sentence of this Section 3.3(d)) such quantities of Bulk Product within [***].

3.4 **Bulk Product Purchase Orders; Firm Orders; Requirements**.

(a) MMCO shall provide to Allos written purchase orders, each of which shall specify (i) the quantity of Bulk Product ordered for each presentation, which quantity shall be the same as the quantity specified in the binding forecast submitted in accordance with Section 3.3, and (ii) the requested delivery date for such order, which shall be no less than [***] after the date of such purchase order. Each order by MMCO for Bulk Product shall be (i) from the Amendment Effective Date until the [***], for at least [***] of Bulk Product, and (ii) after the [***], for at least [***] of Bulk Product.

(b) Allos shall include the quantities specified by MMCO pursuant to subsection (a) above, in the purchase orders Allos submits to its Third Party manufacturers of Bulk Product.

(c) Allos will promptly (but in no case more than [***] after its receipt of a purchase order placed pursuant to this Section 3.4), acknowledge in writing its receipt of such Bulk Product purchase order. Within [***] after such acknowledgment of receipt, Allos must confirm in writing either (i) its acceptance of such Bulk Product purchase order, whereupon it shall become a Firm Order, (ii) its acceptance of such Bulk Product purchase order but specifying an alternative delivery date that is no later than [***] after the date requested by MMCO in such Bulk Product purchase order, whereupon it shall become a Firm Order, or (iii) its rejection of such Bulk Product purchase order, provided, however, that Allos may only reject Bulk Product purchase orders that either fail to adhere to the forecast variance agreed to under Section 3.3(c) or are rejected by [***] in accordance with, and as more fully described under, Section 3.3(c). If no such order confirmation is received by MMCO within [***] after Allos' receipt of such purchase order, then Allos shall have been deemed to have accepted such purchase order, whereupon it shall become a Firm Order. Any purchase orders for Bulk Product submitted by MMCO shall reference this Agreement and shall be governed exclusively by the terms contained herein. If there is any inconsistency or conflict between the terms and conditions of this Agreement and any provisions in any Bulk Product purchase order, invoice or similar document furnished by MMCO or Allos to the other Party, the terms and conditions of this Agreement shall control except for matters of quality, in which case the Technical Agreement shall control.

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(d) In addition to the foregoing, if MMCO, in any Calendar Quarter, submits Bulk Product purchase orders in excess of [***] of the applicable binding forecast for the Bulk Product in such Calendar Quarter ("**Excess Orders**"), Allos will use commercially reasonable efforts to fill the excess portion of such Excess Orders as promptly as practicable, but will not be in breach hereof if, notwithstanding such efforts, it will be unable to fill such excess portion. For clarity, Allos shall not have any obligation to incur any fees or other penalties to fill the excess portion of such Excess Orders or to supply to MMCO any quantities of Bulk Product that Allos had forecasted, ordered or obtained for its own account or the account of another licensee in the Allos Territory. If Allos would incur fees to fill the excess portion of such Excess Orders, it shall bring this to MMCO's attention and if MMCO agrees to reimburse Allos for such fees, then Allos shall fill such excess portion unless it would otherwise not be commercially reasonable to do so.

(e) For so long as the [***] Supply Agreement is in full force and effect, MMCO shall purchase from Allos a minimum of [***] of the requirements of MMCO and its Affiliates and their Sublicensees for Bulk Product for each Calendar Year (the "**Minimum Quantity**"); provided that, in the event that there is a supply shortfall under Section 4.1(a), such Minimum Quantity shall have no further effect and MMCO shall not be obligated to purchase any Minimum Quantity from Allos until such shortfall is cured. In the event that MMCO's orders and purchases hereunder are less than the Minimum Quantity in any Calendar Year, at the end of such Calendar Year, other than due to a supply shortfall under Section 4.1(a), MMCO shall have up to [***] to remedy the deficiency through the purchase of additional Bulk Product. In the event that a deficiency still exists after such [***] period, other than due to a supply shortfall under Section 4.1(a), MMCO will pay to Allos an amount equal to the cost of Bulk Product purchased by Allos from its Third Party manufacturer to avoid the penalty payment associated with Allos' failure to meet its Minimum Quantity (as defined in the [***] Supply Agreement) obligations under the [***] Supply Agreement. Within [***] of the end of each Calendar Year, MMCO shall provide to Allos a report, certified by its Chief Financial Officer, of the amount of Bulk Product and API purchased by MMCO in such Calendar Year from all sources, and the amount purchased from Allos or its designee.

(f) All orders placed by MMCO pursuant to this Section 3.4 will be sent by MMCO to Allos via courier, e-mail or facsimile, to the address, email address or facsimile number supplied by Allos.

3.5 **API Purchase Orders; Firm Orders; Requirements**.

(a) If MMCO desires to purchase from Allos API to be used by MMCO or its Affiliates for non-clinical use, it will submit a purchase order to Allos upon terms to be mutually agreed by the Parties (including delivery amounts, delivery dates and acceptance and cancellation of purchase orders), provided that the cost for such API ordered by MMCO shall be equal to Allos' Year-End Actual Direct Cost. Any API purchase orders submitted by MMCO shall reference this Agreement and shall be governed exclusively as between this Agreement and the applicable API purchase order by the terms contained herein. If there is any inconsistency or

conflict between the terms and conditions of this Agreement and any provisions in any API purchase order, invoice or similar document furnished by MMCO or Allos to the other Party, the terms and conditions of this Agreement shall control except for matters of quality, in which case the Technical Agreement shall control.

(b) If MMCO desires to purchase from Allos API to be used by MMCO or its Affiliates or Third Party manufacturer in the manufacture of Bulk Product for use in the Licensed Territory pursuant to its license under Section 2.1(c) of the License Agreement, then MMCO and Allos shall amend this Agreement in good faith in order to enable Allos to supply MMCO and its Affiliates and their Sublicensees with API for such use in manufacturing Bulk Product (such amendment the "**API Supply Amendment**"). The API Supply Amendment shall include terms and conditions covering all aspects of such supply including forecasting, ordering, acceptance, rejection and price for such API ordered by MMCO, which shall be equal to Allos' Year-End Actual Direct Cost.

3.6 **Batch Samples**. As more specifically set forth in the Technical Agreement, Allos will retain or cause to be retained a sample of each batch tested for at least the shelf life of the applicable Bulk Product plus one year, or such longer period as may be required by the Bulk Product Specifications or GMPs, provided that MMCO informs Allos in writing of any applicable retention requirement of an applicable Regulatory Authority in the Licensed Territory that exceeds the period required by the Bulk Product Specifications and Allos will use commercially reasonable efforts to retain or cause to be retained samples for such longer period.

3.7 **Order Storage**. MMCO may request that Allos store Bulk Product ordered by MMCO for up to [***] after the delivery date by providing Allos with at least [***] written notice prior to the delivery date of such Bulk Product purchase order in accordance with Section 3.4 with no additional payment obligations. Allos will use commercially reasonable efforts to comply with MMCO's requests under this Section 3.7. For clarity, such compliance will not change the delivery date for such Bulk Product, the shelf life of such Bulk Product on such delivery date pursuant to Section 3.8(a), or the timing for MMCO's acceptance of such Bulk Product pursuant to Section 3.11 or the timing of payment for such Bulk Product pursuant to Section 5.4.

3.8 **Delivery**.

(a) Allos will use commercially reasonable efforts to deliver the Bulk Product ordered by MMCO in accordance with the quantities and delivery dates specified in the applicable Firm Order. Notwithstanding the foregoing provisions of this Section 3.8(a), Bulk Product (i) in the [***] configuration for clinical use, (ii) in the [***] configuration for clinical use, and (iii) for commercial use (whether in the [***] configuration), will each have a shelf life from the delivery date of the Bulk Product (as specified in the Firm Order for such Bulk Product) as required by the Regulatory Authorities in the country where such Bulk Product is to be supplied, as set forth in the Shelf Life Schedule; provided, that the shelf life of such Bulk Product shall not be required to exceed [***].

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(b) The Bulk Product will be delivered to MMCO [***] (Incoterms 2010) at [***] facility in [***] or at the manufacturing facility or Allos' other supplier of Bulk Product, at Allos' discretion, subject to the relevant local laws and regulations; provided, that the delivery terms for any Bulk Product delivered to MMCO in the U.S. shall be agreed in writing by the Parties at the time the applicable purchase order for such Bulk Product is placed and, subject to the provisions in Section 3.4(c), will become a Firm Order only upon the parties' agreement on such delivery terms. The API will be delivered to MMCO [***] (Incoterms 2010) at the shipping dock of [***] storage facility in [***] or of Allos' API supplier, at Allos' discretion. MMCO will arrange for and be responsible for the cost of all freight, insurance charges, taxes, import and export duties, inspection fees and other charges applicable to the transport of Bulk Product or API purchased by MMCO hereunder. Allos will include in each shipment of Bulk Product or API hereunder an itemized packing list and all other documentation as required to be included by the Technical Agreement, and if Bulk Product or API is shipped under quarantine, the written consent thereto of one of MMCO's Quality representatives.

3.9 **Subsequent Export.** MMCO will be responsible for the export or re-export of Bulk Product or API from the country of delivery, and will comply with all applicable Laws and regulations relating to the export or re-export of Bulk Product or API, including the prohibition against unlawful transshipments. Where Bulk Product or API are destined for export or re-export from the country of delivery, MMCO agrees and accepts that it shall act as the exporter of record, and warrants that as the exporter of record, it will duly authorize and retain an agent who will act on its behalf, assuming all attendant responsibilities associated with the export or re-export, including obtaining any necessary export licenses. MMCO's responsibilities as the exporter of record include cooperating with its agent in providing a detailed description and accurate valuation and classification of the goods on the export commercial invoice, bills of lading, and all other required documentation. MMCO further agrees to defend Allos against any civil action, civil or criminal, private or public, in connection with the subsequent export or re-export by or on behalf of MMCO or its Affiliates or Sublicensees of such goods.

3.10 **Bulk Product Release.** The Technical Agreement contains provisions relating to the release of Bulk Product.

3.11 **Acceptance and Rejection**.

(a) **API.** Prior to delivering API ordered by MMCO pursuant to Section 3.5, Allos will provide MMCO with the Certificate of Analysis it received from its Third Party manufacturer with respect to such API. MMCO will notify Allos, within the longer of [***] or the period in which Allos has the right under its agreement with such Third Party manufacturer to reject such API, if its review of such Certificate of Analysis demonstrates that such API does not conform to the API Specifications or was not manufactured in accordance with GMP or is Adulterated or Misbranded. If MMCO provides such notice in a timely manner and Allos does not dispute in good faith MMCO's review of such Certificate of Analysis or such dispute is resolved in MMCO's favor pursuant to Section 3.11(c), then Allos will not deliver such API to MMCO and will use commercially reasonable efforts to obtain or identify substitute conforming

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API for delivery to MMCO in accordance with this Section 3.11 and Section 3.8(b). If MMCO does not provide such notice in a timely manner then such API shall be considered accepted upon delivery by Allos in accordance with Section 3.8(b) and MMCO shall not have a right to reject it except with respect to a latent defect which existed at the time of delivery and was not discoverable by exercise of reasonable care and for which [***].

(b) **Bulk Product.** Within [***] after delivery of Bulk Product to MMCO in accordance with Section 3.8(b), if for any reason MMCO becomes aware that such Bulk Product did not conform to the Bulk Product Specifications, master batch record or relevant Bulk Product SOPs at the time of delivery, then MMCO will have the right to reject such defective shipment of the Bulk Product by giving written notice of rejection to Allos and specify the grounds for such rejection within such [***] period. If MMCO provides such notice within such period and Allos does not dispute in good faith such rejection or such dispute is resolved in MMCO's favor pursuant to Section 3.11(c), then at Allos' option, the defective shipment of the Bulk Product will be disposed of by MMCO or will be returned to Allos, in each case at Allos' expense, MMCO will not be obligated to pay the invoice therefor in accordance with Section 5.4 and MMCO may, at its option, (i) require Allos to use its commercially reasonable efforts to promptly replace the shipment of the defective Bulk Product with conforming Bulk Product as soon as reasonably practicable or (ii) inform Allos that it does not wish to receive replacement therefor, in which case the relevant Firm Order will be deemed cancelled. If MMCO does not provide such notice within such [***] period then such Bulk Product shall be considered accepted and MMCO shall not have a right to reject it except with respect to a latent defect which existed at the time of delivery and was not reasonably discoverable at the time of delivery and for which [***].

(c) If Allos disputes MMCO's grounds for rejecting all or part of any shipment of the Bulk Product or API as set forth above, and such dispute is not resolved by mutual agreement of the Parties within [***] of MMCO's notice of rejection, such dispute will be resolved by the Testing Laboratory. The final written determination of the Testing Laboratory with respect to all or part of any shipment will be final and binding upon each Party, but only as to reasons given by MMCO in rejecting the shipment or portion thereof and will have no effect on any matter for which the Testing Laboratory did not render a determination. The Testing Laboratory will render such determination within [***] of its appointment by the Parties. The fees and expenses of the Testing Laboratory will be paid by the Party against which the determination is made.

3.12 **Third Party Contractors**. The Parties acknowledge that Allos currently has a supply agreement with (i) [***], Allos' Third Party manufacturer, for the manufacturing and supply of the Bulk Product, and (ii) [***], Allos' Third Party manufacturer, for the manufacturing and supply of API. The Parties also acknowledge that Allos has qualified and validated [***] to manufacture and supply API and has a master services agreement with [***].

(a) The Parties further acknowledge that each of Allos' supply agreements with [***] and [***] (i) have an initial term that will expire in [***] and (ii) contain provisions for automatic extension for [***] additional [***] terms unless either Party gives notice of intent to terminate. Allos will consult with MMCO with respect to any extension of, and engage in good

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faith negotiations in consultation with MMCO, to improve the current terms of its supply agreements with [***] or [***]. Allos will also provide written notice to MMCO within [***] of any decision by Allos or any receipt of notice by [***] and/or [***] to not extend Allos' supply agreement with [***] and/or its supply agreement with [***], respectively, in accordance with their respective terms.

(b) If either Party wishes to engage a Third Party manufacturer (a "**Third Party Contractor**") to provide Bulk Product and/or API for its territory in addition to or in lieu of [***],[***] and [***], the proposing Party shall present to the other Party's representatives on the JMC a proposal regarding such Third Party Contractor. The JMC shall discuss such proposed Third Party Contractor at its next meeting, whether regularly scheduled or specially requested under Section 3.2(c), and the proposing Party shall provide, within [***] after such JMC meeting (or such longer period of time as agreed upon in writing by the Parties), any additional information reasonably requested by the other Party's JMC representatives prior to or during such JMC meeting.

(i) If within [***] after the JMC meeting at which a particular proposed Third Party Contractor is discussed (or such longer period of time as agreed upon in writing by the Parties) the other Party notifies the proposing Party in writing that the other Party wishes to obtain supply of API or Bulk Product, as applicable, from such proposed Third Party Contractor, then the costs associated with engaging, qualifying and maintaining such Third Party Contractor to supply Bulk Product or API, as applicable, for the Allos Territory and Licensed Territory will be [***] and will be [***], provided that if a proposed Third Party Contractor for the manufacture of Bulk Product or API is [***] or [***], then [***] shall be solely responsible for the costs associated with engaging, qualifying and maintaining such Third Party Contractor to supply Bulk Product or API. The proposing Party (such Party, the "**Contracting Party**") may then negotiate in good faith and enter into an agreement with the Third Party Contractor; provided, however, (A) that the Contracting Party will provide the other Party with an opportunity to review and provide comments upon versions of the draft agreements with such Third Party Contractor and the other Party must consent to the final version of the contract; and (B) the Parties shall amend this Agreement as necessary to make it consistent with the relevant terms of such new supply agreement, including providing Allos with the ability to obtain supply from MMCO with terms consistent with those in this Agreement if MMCO is the Contracting Party. Without limiting the foregoing, the Parties shall amend this Agreement to permit Allos to reject orders placed by MMCO pursuant to this Agreement if the Third Party Contractor has the right under the new supply agreement to reject an order placed by Allos that includes the amounts ordered by MMCO and the Third Party Contractor rejects such order. For clarity, if the other Party does not consent to the final version of the contract, then Section 3.12(b)(ii) shall apply instead of this Section 3.12(b)(i).

(ii) If (A) within [***] after the JMC meeting at which a particular proposed Third Party Contractor is discussed (or such longer period of time as agreed

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upon in writing by the Parties) the other Party (1) has not notified the proposing Party in writing that it wishes to obtain supply of API or Bulk Product, as applicable, from the proposed Third Party Contractor or (2) has notified the proposing Party in writing that it does not wish to obtain supply of API or Bulk Product, as applicable, from such proposed Third Party Contractor; or (B) the other Party does not consent to the agreement with the proposed Third Party Contractor pursuant to Section 3.12(b)(i) above, then the proposing Party may engage such proposed Third Party Contractor independently in its sole discretion, at its own cost and without any further obligation to consult with or provide agreement drafts or information to the other Party, and the other Party shall not have any right to obtain supply of Bulk Product or API, as applicable, from such Third Party Contractor.

(c) Notwithstanding the provisions of this Section 3.12, and for the avoidance of doubt, the non-Contracting Party will have no liability of any kind to any Third Party Contractor for any breach by the Contracting Party or failure by the Contracting Party to satisfy its obligations to such Third Party Contractor under any contract, agreement or understanding that the Contracting Party has, may have or will have with such Third Party Contractor.

3.13 **Records; Inspection; Quality Audits**.

(a) Allos will maintain true and complete books and records of its data and all data provided by Allos' Third Party manufacturers relating to the manufacture and supply of the Bulk Product delivered to MMCO hereunder. Upon at least [***] prior written notice, and during normal business hours, MMCO will have the right to inspect and review such books and records to the extent in Allos' possession (including as set forth in the attached Technical Agreement) as may be necessary to ensure Allos' compliance with the terms and conditions set forth above. To the extent Allos' books and records do not contain certain data relating to the manufacture and supply of the Bulk Product delivered to MMCO hereunder and such data is in possession of Allos' Third Party manufacturer, then upon MMCO's reasonable request, Allos will use commercially reasonable efforts to assist MMCO in obtaining a copy of or access to such data from such Third Party manufacturer.

(b) Allos will provide MMCO with copies of the reports from its quality audits of [***],[***],[***] and its Third Party Contractors' facilities with respect to the manufacture of Bulk Product or API, as more fully set forth in the Technical Agreement.

(c) Allos will allow MMCO one quality audit of Allos' manufacturing records per Calendar Year to be carried out by MMCO's employees or its designees upon reasonable notice and in accordance with Section 3.13(a).

3.14 **Technical Assistance.** Allos will furnish MMCO with such technical bulletins and data relative to the Bulk Product and API as reasonably appropriate from time to time. At MMCO's request, Allos shall make available, to MICL or its Affiliate or its Third Party manufacturer who is a Sublicensee approved by Allos under the License Agreement, all Allos

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Manufacturing Know-How, and shall provide such other reasonable assistance, as is required to enable such entity to manufacture API and/or Bulk Product, as applicable, and take such other reasonably necessary actions in furtherance thereof in accordance with Section 2.1(c) of the License Agreement. If such request is: (i) the result of [***], then [***]; (ii) [***], then [***]; and (iii) [***], then [***] shall be solely responsible for all of its costs under this Section 3.14. [***]. MMCO shall pay such invoice within [***].

4. **SUPPLY SHORTFALL; SUPPLY INTERRUPTION**.

4.1 **Supply Shortfall; Bulk Product Shortfall**.

(a) A supply shortfall shall be deemed to have taken place if: (i) Allos fails to deliver to MMCO by the delivery date specified in the Firm Order for Bulk Product the quantities of Bulk Product ordered by MMCO under such Firm Order; or (ii) MMCO rejects a shipment pursuant to Section 3.11 due to non-conformity of the Bulk Product to the Bulk Product Specifications. Allos shall use commercially reasonable efforts to cure any such supply shortfall as soon as practicable.

(b) Notwithstanding the provisions of subsection (a) above, if Allos' Third Party manufacturer of Bulk Product is not able to supply the full quantity of Bulk Product set forth in purchase orders placed by Allos during a Calendar Quarter that includes either (i) Bulk Product for both MMCO and Allos, (ii) Bulk Product only for Allos or (iii) Bulk Product only for MMCO, then the quantity of Bulk Product that is supplied by such Third Party manufacturer on account of such purchase orders shall be allocated between MMCO and Allos based upon the volume ratio of units of Bulk Product ordered by each Party for the Calendar Quarter during which the shortfall occurred.

(c) For the avoidance of doubt, this Section 4.1 will not supersede or otherwise limit Allos' obligations to supply Bulk Product as set forth in this Agreement.

4.2 **Supply Interruption**.

(a) In the event that (i) Allos is unable to fully deliver ordered Bulk Product to MMCO within [***] of the specified delivery date in the relevant Firm Order (including meeting Specifications) or (ii) a supply shortfall under Section 4.1(a) has occurred in [***] Calendar Quarters (each, a "**Supply Interruption**"), then the Parties will meet to discuss possible solutions and (i) Allos will use commercially reasonable efforts to supply the undelivered Bulk Product at a future date agreed upon by the Parties (as to which a failure to deliver will be deemed to be an additional Supply Interruption), and (ii) if available, Allos will use commercially reasonable efforts to obtain Bulk Product necessary to meet MMCO's requirements from a different Third Party Contractor of Allos (provided such Bulk Product has not already been ordered by Allos for its own supply or the supply of its licensee in the Allos Territory). For so long as a Supply Interruption remains uncured, MMCO will have the right, at its sole election, to purchase all of its requirements for Bulk Product directly from any Third Party Contractor of MMCO.

[***]: CONFIDENTIAL PORTIONS OMITTED AND FILED SEPARATELY WITH THE COMMISSION.

5. **PRICE AND PAYMENT TERMS**.

5.1 **Price**. For API or Bulk Product delivered to MMCO, MMCO will pay to Allos, during the term of this Agreement, the applicable Transfer Price for the Calendar Year in which such delivery occurs; provided, however, that within [***] after the end of each Calendar Year, the Parties will perform an accounting, in respect of each unit of Bulk Product or API sold during such calendar year, to determine the difference between (x) the applicable Transfer Price and (y) the applicable Year-End Actual Direct Cost, in each case for such Bulk Product or API delivered to MMCO during such Calendar Year (the "**Cost Differential**"). If the Cost Differential shows an overpayment by MMCO, then Allos shall refund and remit to MMCO, within [***] of the determination of the Cost Differential, an amount equal to such overpayment. If the Cost Differential shows an underpayment by MMCO, then MMCO shall pay to Allos, within [***] of the determination of the Cost Differential, an amount equal to such underpayment.

5.2 **Reimbursement of Joint Manufacturing Costs**

(a) MMCO shall be responsible for the MMCO Share of all Joint Manufacturing Costs. Within [***] after the end of each Calendar Quarter during which Allos has incurred any Joint Manufacturing Costs, Allos shall submit to MMCO a reasonably detailed invoice setting forth the total Joint Manufacturing Costs incurred by Allos in such Calendar Quarter and invoicing MMCO for the MMCO Share of such Joint Manufacturing Costs. MMCO shall pay to Allos the amount invoiced within [***] after the receipt of such invoice.

(b) Allos shall be responsible for the Allos Share of all Joint Manufacturing Costs. Within [***] after the end of each Calendar Quarter during which MMCO has incurred any Joint Manufacturing Costs, MMCO shall submit to Allos a reasonably detailed invoice setting forth the total Joint Manufacturing Costs incurred by MMCO in such calendar quarter and invoicing Allos for the Allos Share of such Joint Manufacturing Costs. Allos shall pay to MMCO the amount invoiced within [***] after the receipt of such invoice.

(c) All payments made by a Party pursuant to this Section 5.2 shall be non-refundable.

5.3 **Calculation of Transfer Price and Actual Direct Cost**.

(a) **Transfer Price.** For each Calendar Year during the Term, Allos will calculate a Transfer Price for API and a Transfer Price for each presentation of Bulk Product for such Calendar Year. Such calculation shall be made by Allos based upon anticipated worldwide volumes of API or Bulk Product from Allos' suppliers, as applicable, for such Calendar Year. Such Transfer Price shall be (i) for each presentation of Bulk Product, the Bulk Product Anticipated Direct Cost for such presentation, plus [***] and (ii) for API, the API Anticipated

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Direct Cost, plus [***], in the case of (i), as exemplified in the sample calculation shown in the spreadsheet attached as Exhibit C, which is provided for informational purposes and does not establish any obligations or reflect any expectations with respect to the amount of any Transfer Price. Allos shall give written notice to MMCO of the Transfer Price for each Calendar Year (other than 2011) no later than [***] before the beginning of such Calendar Year. Allos shall provide MMCO with written documentation showing the basis for such Transfer Price calculations.

(b) **Year-End Actual Direct Cost.** After the end of each Calendar Year during the Term, Allos will calculate the Year-End Actual Direct Cost for API and each presentation of Bulk Product for such Calendar Year. Such calculation shall be made by Allos based upon actual worldwide volumes of API or Bulk Product from Allos' suppliers, as applicable, for such Calendar Year. Such Year-End Actual Direct Cost shall be (i) for each presentation of Bulk Product, the Bulk Product Actual Direct Cost for such presentation, plus [***] and (ii) for API, the API Actual Direct Cost, plus [***], in the case of (i), as exemplified in the sample calculation shown in the spreadsheet attached as Exhibit C, which is provided for informational purposes and does not establish any obligations or reflect any expectations with respect to the amount of any Year-End Actual Direct Cost. Allos shall give written notice to MMCO of the Year-End Actual Direct Cost for each Calendar Year no later than [***] after the end of such Calendar Year. Allos shall provide MMCO with written documentation showing the basis for such Year-End Actual Direct Cost calculations. In the event that a Year-End Actual Direct Cost for such Calendar Year is not determinable because no Bulk Product or API was purchased by Allos in such year, the [***] from [***] shall apply.

5.4 **Payment**. Upon delivery of the Bulk Product or API to MMCO, Allos will invoice MMCO therefor. MMCO will pay each invoice in full within [***] after the receipt of each invoice, unless delivery is validly rejected by MMCO in accordance with this Agreement.

5.5 **Audit Request**.

(a) **Year-End Actual Direct Cost.** Allos will keep complete, true and accurate books and records for the purpose of determining Year-End Actual Direct Cost for API or Bulk Product delivered to MMCO hereunder. Allos will permit an independent certified public accountant chosen by MMCO and reasonably acceptable to Allos, which acceptance will not be unreasonably withheld, to conduct audits of such books and records related to the determination of such Year-End Actual Direct Cost that the independent certified public accountant in its judgment considers relevant, in order to verify such Year-End Actual Direct Cost. Such books and records will be kept at the principal place of business of Allos for at least three years following the end of the calendar month to which they pertain. Such inspections may be made no more than once each calendar year, at reasonable times and on reasonable notice, and shall not include books and records that were previously inspected. Allos will be required to respond to the independent auditor's data requests within [***]. If, as a result of any audit of the books and records of Allos, it is shown that there is a variance in the amount paid by MMCO under

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Section 5.1 of this Agreement after calculation and payment of the Cost Differential with respect to the period of time audited as compared to the amount that should have been paid under Section 5.1, then (i) if such variance shows an overpayment by MMCO, then Allos will, within [***] after MMCO's demand therefor, pay to MMCO the amount of such overpayment, together with interest on such overpaid amount at the rate of [***] over the prime rate of interest per annum reported in The Wall Street Journal for the date such amount was due (and which interest on such overpaid amount will continue to accrue during any resolution of a dispute regarding payment hereunder), and (ii) if such variance shows an underpayment by MMCO, then MMCO will, within [***] after Allos' demand therefor, pay to Allos the amount of such overpayment, together with interest on such overpaid amount at the rate of [***] over the prime rate of interest per annum reported in The Wall Street Journal for the date such amount was due (and which interest on such underpaid amount will continue to accrue during any resolution of a dispute regarding payment hereunder). Inspections conducted under this Section 5.5(a) will be at the expense of MMCO, unless a variation or error producing an overpayment of amounts payable under Section 5.1 exceeding [***] of the amount paid for the period covered by the inspection is established in the course of such inspection, whereupon all reasonable out-of-pocket costs and expenses relating to the inspection for such period will also be paid by Allos to MMCO. If the independent certified public accountant finds a variation or error producing an overpayment amounts payable under Section 5.1 exceeding [***] of the amount paid for any period covered by the inspection, MMCO will have the additional right to make inspections twice per year for the next two years. The independent certified public accountant will present both Parties with a preliminary report of its findings and provide both Parties with an opportunity to respond to any questions raised or issues identified before issuing any final reports. Such reports shall be deemed the Confidential Information of Allos.

(b) **Joint Manufacturing Costs.** Each Party will keep complete, true and accurate books and records for the purpose of determining Joint Manufacturing Costs incurred by such Party hereunder. Each Party will permit an independent certified public accountant chosen by the other Party (such Party, in such case, the "**Auditing Party**") and reasonably acceptable to such audited Party (such Party, in such case, the "**Audited Party**"), which acceptance will not be unreasonably withheld, to conduct audits of such books and records related to the determination of such Joint Manufacturing Costs that the independent certified public accountant in its judgment considers relevant, in order to verify such Joint Manufacturing Costs. Such books and records will be kept at the principal place of business of the Audited Party for at least three years following the end of the calendar month to which they pertain. Such inspections may be made no more than once each Calendar Year, at reasonable times and on reasonable notice, and shall not include books and records that were previously inspected. The Audited Party will be required to respond to the independent auditor's data requests within [***]. If, as a result of any audit of the books and records of the Audited Party, it is shown that there is a variance in the amount paid by the Auditing Party under Section 5.2 of this Agreement with respect to the period of time audited as compared to the amount that should have been paid under Section 5.2, then (i) if such variance shows an overpayment by the Auditing Party, then the Audited Party will, within [***] after the Auditing Party's demand therefor, pay to the Auditing

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Party the amount of such overpayment, together with interest on such overpaid amount at the rate of [***] over the prime rate of interest per annum reported in The Wall Street Journal for the date such amount was due (and which interest on such overpaid amount will continue to accrue during any resolution of a dispute regarding payment hereunder), and (ii) if such variance shows an underpayment by the Auditing Party, then the Auditing Party will, within [***] after the Audited Party's demand therefor, pay to the Auditing Party the amount of such overpayment, together with interest on such overpaid amount at the rate of [***] over the prime rate of interest per annum reported in The Wall Street Journal for the date such amount was due (and which interest on such underpaid amount will continue to accrue during any resolution of a dispute regarding payment hereunder). Inspections conducted under this Section 5.5(b) will be at the expense of the Auditing Party, unless a variation or error producing an overpayment of amounts payable under Section 5.2 exceeding [***] of the amount paid for the period covered by the inspection is established in the course of such inspection, whereupon all reasonable out-of-pocket costs and expenses relating to the inspection for such period will also be paid by the Audited Party to the Auditing Party. If the independent certified public accountant finds a variation or error producing an overpayment amounts payable under Section 5.2 exceeding [***] of the amount paid for any period covered by the inspection, the Auditing Party will have the additional right to make inspections twice per year for the next two years. The independent certified public accountant will present both Parties with a preliminary report of its findings and provide both Parties with an opportunity to respond to any questions raised or issues identified before issuing any final reports. Such reports shall be deemed the Confidential Information of the Audited Party.

5.6 **Late Payments**. If Allos does not receive payment of any sum due to it on or before the due date, simple interest shall thereafter accrue on the sum due to Allos until the date of payment at the per annum rate of [***] over the then-current prime rate as reported in The Wall Street Journal or the maximum rate allowable by applicable Laws, whichever is lower. In addition to other remedies available to Allos in the event that MMCO fails to make any payment within [***] of the date due hereunder, Allos may refuse to accept all future purchase orders and refuse to deliver Bulk Product or API pursuant to pending Firm Orders until MMCO's account is paid in full.

6. **REGULATORY MATTERS**.

6.1 **Specification Approval**. The Specifications attached hereto as Exhibit A for API and Bulk Product delivered to MMCO are the same as the specifications for API and Bulk Product procured by Allos as of the Effective Date for its own use. Changes made to such Specifications in accordance with this Section 6.1 or Section 6.2 shall retain such consistency with the then-current specifications for API and Bulk Product procured by Allos at such time for its own use, except to the extent any changes are required by Regulatory Authorities in the Licensed Territory. Allos agrees to make no changes to the API Specifications or the Bulk Product Specifications without following the procedures set forth in this Section 6.1 or Section 6.2. Allos will notify MMCO in writing at least [***] prior to filing any planned changes in the

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manufacturing process that are reportable to a Regulatory Authority or any planned changes in Specifications. MMCO will have the right to review and approve or reject such changes; provided, however, that MMCO will not have the right to reject any such changes which are mandated by applicable Laws or changes thereto. If Allos decides to implement a change to the manufacturing process for API or Bulk Product and such change is not required to be reported to a Regulatory Authority and does not change the applicable Specifications, then Allos shall notify MMCO in writing of such change promptly after Allos' decision to implement such change. For clarity, MMCO will not have the right to approve or reject such change.

6.2 **Required Specification Changes**. Allos will maintain a system (consistent with standard industry practice) to control and implement changes to API Specifications and Bulk Product Specifications, manufacturing processes and qualification procedures, in accordance with GMPs and other applicable Laws in the United States, the European Countries or under ICH Guidelines. Each Party will provide written notice in a timely manner to the other Party of any other applicable Laws in their respective territories that require any such changes. Any costs associated with changes to the Specifications required by Regulatory Authorities in the Licensed Territory that are not also required in the U.S. or Canada will be [***]. Any costs associated with changes to the API Specifications and Bulk Product Specifications procured by Allos for its own use required by Regulatory Authorities in the U.S. or Canada will be [***] unless such changes are also required by Regulatory Authorities in the Licensed Territory, in which case [***].

6.3 **Communications with Regulatory Authorities**. The Technical Agreement contains provisions relating to reporting and filing obligations to Regulatory Authorities with respect to manufacture of Bulk Product. As more fully set forth in the Technical Agreement, both Parties will promptly provide to each other copies of correspondence to and from any Regulatory Authority relating to or impacting the manufacture of any Bulk Product, including correspondence to, from or among [***], any Third Party Contractors and any Regulatory Authority with respect to the Bulk Product.

6.4 **Complaints**. The Technical Agreement contains provisions relating to complaints.

6.5 **Adverse Drug Experience Information**. The Pharmacovigilance Agreements contain provisions relating to adverse drug experiences.

6.6 **Good Manufacturing Practices**. The Technical Agreement contains provisions relating to GMPs. If Allos' failure to comply with applicable Laws causes a Supply Interruption, Section 4 of this Agreement will apply.

6.7 **Bulk Product or Product Recalls or Seizure.** As more fully described in the Technical Agreement, the Parties will discuss all manufacturing-related recalls through the JMC. Allos will handle all such recalls except that MMCO will handle any recalls in the event that the manufacturing issues that are the basis for such recall are specific to the Licensed Territory and do not have any effect on the Allos Territory.

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7. **INSURANCE**.

7.1 Each Party shall procure and maintain insurance, including product liability insurance, or shall self-insure, in each case in a manner adequate to cover its obligations hereunder and consistent with normal business practices of prudent companies similarly situated at all times during which any Bulk Product or the labeled, packaged version thereof is being manufactured, clinically tested or commercially distributed or sold by such Party. It is understood that such insurance shall not be construed to create a limit of either Party's liability with respect to its indemnification obligations under Section 8 of this Agreement. Each Party shall provide the other Party with written evidence of such insurance or self-insurance upon request. Each Party shall provide the other Party with written notice at least 30 days prior to the cancellation, non renewal or if there is a material change in or to such insurance.

8. **INDEMNIFICATION**.

8.1 **Indemnification by Allos**. Allos shall, at its sole expense, defend, indemnify, and hold MMCO and its Affiliates and their respective officers, directors, employees, and agents (the "**MMCO Indemnitees**") harmless from and against any and all Third Party claims, suits, proceedings, damages, losses, liabilities, costs, expenses (including court costs and reasonable attorneys' fees and expenses) and recoveries involving property damage or personal injury (including death) (collectively, "**Claims**") to the extent that such Claims arise out of, are based on, or result from (a) the breach of any of Allos' representations and warranties set forth in Sections 9.1 or 9.3 and covenants under Sections 9.4(b)-(d) and 9.5, and (b) the willful misconduct or negligent acts of Allos, its Affiliates, or the officers, directors, employees, or agents of Allos or its Affiliates. The foregoing indemnity obligation shall not apply (x) to the extent that (i) the MMCO Indemnitees fail to comply with the indemnification procedures set forth in Section 8.3 and Allos' defense of the relevant Claims is prejudiced by such failure or (ii) such Claims arise out of or result from the gross negligence or willful misconduct of the MMCO Indemnitees, or any related breach by MMCO of its representations, warranties and/or covenants hereunder; or (y) to Claims for which MMCO has an obligation to indemnify Allos pursuant to Section 8.2, as to which Claims each Party shall indemnify the other to the extent of its liability for such Claims.

8.2 **Indemnification by MMCO**. MMCO shall, at its sole expense, defend, indemnify, and hold Allos and its Affiliates and their respective officers, directors, employees, and agents (the "**Allos Indemnitees**") harmless from and against any and all Claims to the extent that such Claims arise out of, are based on, or result from (a) the breach of any of MMCO's representations and warranties set forth in Sections 9.2 or 9.3 and covenants under Section 9.5, and (b) the willful misconduct or negligent acts of MMCO, its Affiliates, or the officers, directors, employees, or agents of MMCO or its Affiliates. The foregoing indemnity obligation shall not apply (x) to the extent that (i) the Allos Indemnitees fail to comply with the indemnification procedures set forth in Section 8.3 and MMCO's defense of the relevant Claims is prejudiced by such failure or (ii) such Claims arise out of or result from the gross negligence or willful misconduct of the Allos Indemnitees, or any related breach by Allos of its representations, warranties and/or covenants hereunder; or (y) to Claims for which Allos has an obligation to indemnify MMCO pursuant to Section 8.1, as to which Claims each Party shall indemnify the other to the extent of its liability for such Claims.

8.3 **Indemnification Procedures**. The Party claiming indemnity under this Section 8 (the "**Indemnified Party**") shall give written notice to the Party from whom indemnity is being sought (the "**Indemnifying Party**") promptly after learning of such Claim. The Indemnified Party shall provide the Indemnifying Party with reasonable assistance, at the Indemnifying Party's expense, in connection with the defense of the Claim for which indemnity is being sought. The Indemnified Party may participate in and monitor such defense with counsel of its own choosing at its sole expense; provided, however, the Indemnifying Party shall have the right to assume and conduct the defense of the Claim with counsel of its choice. The Indemnifying Party shall not settle any Claim without the prior written consent of the Indemnified Party, not to be unreasonably withheld, unless the settlement involves only the payment of money. So long as the Indemnifying Party is actively defending the Claim in good faith, the Indemnified Party shall not settle or compromise any such Claim without the prior written consent of the Indemnifying Party. If the Indemnifying Party does not assume and conduct the defense of the Claim as provided above, (a) the Indemnified Party may defend against, consent to the entry of any judgment, or enter into any settlement with respect to such Claim in any manner the Indemnified Party may deem reasonably appropriate (and the Indemnified Party need not consult with, or obtain any consent from, the Indemnifying Party in connection therewith), and (b) the Indemnifying Party shall remain responsible to indemnify the Indemnified Party as provided in this Article 8.

8.4 **Allos' Third Party Manufacturers**. If a Third Party brings a Claim against an MMCO Indemnitee on account of (i) failure of Bulk Product supplied by Allos pursuant to this Agreement to comply with GMP, (ii) Bulk Product supplied by Allos pursuant to this Agreement being Adulterated or Misbranded or (iii) the negligence, recklessness or willful misconduct of Allos' Third Party manufacturer, and such MMCO Indemnitee is not entitled to indemnification by Allos pursuant to Section 8.1 but Allos is entitled, pursuant to its supply agreement with the Third Party manufacturer that produced such Bulk Product, to indemnification from such Third Party manufacturer on account of such non-compliance, Adulteration, Misbranding, negligence, recklessness or willful misconduct, then Allos shall, at MMCO's request, pursue its claim for indemnification from such Third Party manufacturer and shall pay to MMCO any amounts that Allos receives from such Third Party manufacturer on account of such indemnification claim, after deducting all legal fees and other reasonable out-of-pocket costs incurred by Allos with respect to such pursuit.

9. **REPRESENTATIONS AND WARRANTIES; COVENANTS**.

9.1 **Representations and Warranties of Allos**: Allos hereby represents and warrants to MMCO as follows:

(a) As of the Effective Date, and as of the Amendment Effective Date, it is a company or corporation duly organized, validly existing, and in good standing under the Laws of the jurisdiction in which it is incorporated or formed;

(b) As of the Effective Date, and as of the Amendment Effective Date, (i) it has the corporate power and authority and the legal right to enter into this Agreement and perform its obligations hereunder; (ii) it has taken all necessary corporate action on its part required to authorize the execution and delivery of this Agreement and the performance of its obligations hereunder; and (iii) this Agreement has been duly executed and delivered on behalf of Allos, and constitutes a legal, valid, and binding obligation of Allos that is enforceable against it in accordance with its terms, subject as to enforcement of remedies to applicable bankruptcy, insolvency, reorganization, moratorium or similar laws affecting generally the enforcement of creditors' rights and subject to a court's discretionary authority with respect to the granting of a decree ordering specific performance or other equitable remedies;

(c) To Allos' Knowledge as of the Effective Date, and as of the Amendment Effective Date, the execution and performance of Allos' obligations hereunder do not and will not conflict with any material obligation it may have to any Third Party, and Allos does not and will not need the consent or approval of any Third Party or judicial or governmental agency to execute this Agreement or perform any of its obligations hereunder;

(d) To Allos' Knowledge as of the Effective Date, and as of the Amendment Effective Date, there are no current investigations or claims against Allos in any court or by or before any governmental body or agency, with respect to manufacture or Allos' commercial release of the Bulk Product or API, the manufacturing facilities in which the Bulk Product or API is manufactured which may materially adversely affect Allos' ability to perform its obligations under this Agreement; and

(e) To Allos' Knowledge as of the Effective Date, and as of the Amendment Effective Date, neither the Bulk Product nor the API is currently the subject of any pending action, suit or other legal proceeding, or any written claim of infringement of the intellectual property rights of any Third Party.

9.2 **Representations and Warranties of MMCO**: MMCO represents and warrants to Allos as follows:

(a) As of the Effective Date, and as of the Amendment Effective Date, it is a partnership duly organized, validly existing, and in good standing under the Laws of the jurisdiction in which it is incorporated or formed;

(b) As of the Effective Date, and as of the Amendment Effective Date, (i) it has the partnership power and authority and the legal right to enter into this Agreement and perform its obligations hereunder; (ii) it has taken all necessary partnership action on its part required to authorize the execution and delivery of this Agreement and the performance of its obligations hereunder; and (iii) this Agreement has been duly executed and delivered on behalf of MMCO, and constitutes a legal, valid, and binding obligation of MMCO that is enforceable against it in accordance with its terms, subject as to enforcement of remedies to applicable bankruptcy, insolvency, reorganization, moratorium or similar laws affecting generally the enforcement of creditors' rights and subject to a court's discretionary authority with respect to the granting of a decree ordering specific performance or other equitable remedies; and

(c) To MMCO's Knowledge, as of the Effective Date, and as of the Amendment Effective Date, the execution and performance of MMCO's obligations hereunder do not and will not conflict with any material obligation it may have to any Third Party, and MMCO does not and will not need the consent or approval of any Third Party or judicial or governmental agency to execute this Agreement or perform any of its obligations hereunder.

9.3 **Representations and Warranties of the Parties**. Each Party hereby represents and warrants to the other Party that, as of the Effective Date, and as of the Amendment Effective Date, none of such Party's employees or consultants (i) are debarred under Section 306(a) or 306(b) of the FD&C Act or by the applicable Laws of any Regulatory Authority; (ii) have, to such Party's Knowledge, been charged with, or convicted of, any felony or misdemeanor within the ambit of 42 U.S.C. §§ 1320a-7(a), 1320a-7(b)(l)-(3), or pursuant to the applicable Laws of any Regulatory Authority, or are proposed for exclusion, or the subject of exclusion or debarment proceedings by a Regulatory Authority, during the employee's or consultant's employment or contract term; and (iii) are excluded, suspended or debarred from participation, or otherwise ineligible to participate, in any U.S. or non-U.S. health care programs (or have, to such Party's Knowledge, been convicted of a criminal offense that falls within the scope of 42 U.S.C. §1320a-7 but not yet excluded, debarred, suspended, or otherwise declared ineligible), or excluded, suspended or debarred by a Regulatory Authority from participation, or otherwise ineligible to participate, in any procurement or nonprocurement programs.

9.4 **Covenants of Allos**.

(a) Allos agrees that the Bulk Product and API delivered to MMCO under this Agreement (i) will meet the applicable Bulk Product Specifications and API Specifications at the time of delivery, (ii) will remain in compliance with the Bulk Product Specifications and API Specifications throughout the shelf-life of the Bulk Product or API, as applicable, provided that it is stored in strict compliance with the applicable long term storage conditions, it is not tampered with, damaged, modified, mishandled or used in a manner other than as intended, and (iii) will have been manufactured and stored by or for Allos in conformity with GMPs and will not be Adulterated or Misbranded.

(b) Allos will use commercially reasonable efforts to ensure the requisite manufacturing capacity to manufacture the Bulk Product and API under the terms of this Agreement.

(c) Prior to the delivery of Bulk Product and API hereunder, Allos will have received, will be in current compliance with, and will use reasonable commercial efforts to maintain throughout the Term, all permits, licenses, registrations, and other forms of governmental authorizations and approvals ("**Permits**") required to be obtained and maintained by Allos in order for Allos to execute and deliver this Agreement and to perform its obligations hereunder in accordance with all applicable Laws and will otherwise perform its obligations hereunder in a manner which complies in all material respects with applicable Laws.

(d) Allos shall be responsible for all process development and manufacturing scale-up activities, itself or through one or more of Allos' Third Party manufacturers, required to produce commercial quantities of the Bulk Product for eventual sale in the Licensed Territory.

9.5 **Covenants of the Parties**.

(a) During the Term, neither Party will utilize any employee or consultant (i) who has been debarred under Section 306(a) or 306(b) of the FD&C Act or pursuant to the applicable Laws of any Regulatory Authority; (ii) who, to such Party's Knowledge, has been charged with, or convicted of, any felony or misdemeanor within the ambit of 42 U.S.C. §§ 1320a-7(a), 1320a-7(b)(l)-(3), or otherwise pursuant to the applicable Laws of any Regulatory Authority, or is proposed for exclusion, or the subject of exclusion or debarment proceedings by a Regulatory Authority, during the employee's or consultant's employment or contract term; or (iii) who is excluded, suspended or debarred from participation, or otherwise ineligible to participate, in any U.S. or non-U.S. health care programs (or who, to such Party's Knowledge, has been convicted of a criminal offense that falls within the scope of 42 U.S.C. §1320a-7 but has not yet been excluded, debarred, suspended, or otherwise declared ineligible), or excluded, suspended or debarred by a Regulatory Authority from participation, or otherwise ineligible to participate, in any procurement or nonprocurement programs. Each Party shall notify the other Party promptly, but in no event later than five business days, upon becoming aware that any employee or consultant it is using has been excluded, debarred, suspended or otherwise ineligible, or is the subject of exclusion, debarment or suspension proceedings by any Regulatory Authority.

(b) Each Party will own all intellectual property it or its Affiliates or designees create in the course of performing this Agreement.

9.6 **Limitation on Liability**. EXCEPT AS EXPRESSLY STATED IN THIS AGREEMENT (E.G., SECTIONS 9.1, 9.2 AND 9.3), NEITHER PARTY MAKES ANY REPRESENTATIONS OR WARRANTIES WHATSOEVER TO THE OTHER, WHETHER EXPRESS OR IMPLIED, EITHER IN FACT OR BY OPERATION OF LAW, BY STATUTE OR OTHERWISE, INCLUDING WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, OR NON-MISAPPROPRIATION OF THIRD PARTY INTELLECTUAL PROPERTY RIGHTS, AND ALL REPRESENTATIONS AND WARRANTIES, WHETHER ARISING BY OPERATION OF LAW OR OTHERWISE, ARE HEREBY EXPRESSLY EXCLUDED. UNDER NO CIRCUMSTANCES SHALL MMCO HAVE ANY LIABILITY TO ALLOS' THIRD PARTY MANUFACTURERS OF BULK PRODUCT OR API UNDER THIS AGREEMENT. EXCEPT WITH RESPECT TO THIRD PARTY CLAIMS FOR PERSONAL INJURY ARISING OUT OF (I) ALLOS' SOLE NEGLIGENCE OR WILLFUL MISCONDUCT UNDER SECTION 8.1, OR (II) THE RIGHTS OR OBLIGATIONS OF ANY PARTY UNDER SECTION 8.4 (FOR PURPOSES OF CLARITY, ALLOS DOES NOT HAVE ANY OBLIGATION UNDER SECTION 8.4 TO PROVIDE TO MMCO ANY AMOUNTS THAT ARE NOT RECEIVED BY ALLOS FROM THE APPLICABLE THIRD PARTY MANUFACTURER), UNDER NO CIRCUMSTANCES WILL ALLOS' AGGREGATE LIABILITY TO MMCO OR ITS AFFILIATES WITH RESPECT TO THIS AGREEMENT EXCEED THE TOTAL PAYMENTS MADE BY MMCO IN THE CALENDAR YEAR IN WHICH THE ACTION OCCURRED.

9.7 **DISCLAIMER**. NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR ANY SPECIAL, CONSEQUENTIAL, INCIDENTAL, PUNITIVE, OR INDIRECT DAMAGES ARISING FROM OR RELATING TO ANY BREACH OF THIS AGREEMENT, REGARDLESS OF ANY NOTICE OF THE POSSIBILITY OF SUCH DAMAGES.

NOTWITHSTANDING THE FOREGOING, NOTHING IN THIS SECTION 9.7 IS INTENDED TO OR SHALL LIMIT OR RESTRICT THE INDEMNIFICATION RIGHTS OR OBLIGATIONS OF ANY PARTY UNDER SECTION 8.1 OR 8.2 OR THE RIGHTS OR OBLIGATIONS OF ANY PARTY UNDER SECTION 8.4 (FOR PURPOSES OF CLARITY, ALLOS DOES NOT HAVE ANY OBLIGATION UNDER SECTION 8.4 TO PROVIDE TO MMCO ANY AMOUNTS THAT ARE NOT RECEIVED BY ALLOS FROM THE APPLICABLE THIRD PARTY MANUFACTURER).

9.8 **Sole Remedy**. Allos' sole liability and MMCO's sole remedy for any breach of the representations set forth in Section 9.4(a) shall be as set forth in Section 3.11. Allos' sole liability and MMCO's sole remedy for any failure of Allos to deliver any Bulk Product or API set forth in any Firm Order therefor shall be as set forth in Sections 4.1 and 4.2. Notwithstanding the foregoing, nothing in this Section 9.8 is intended to or shall limit or restrict the indemnification rights or obligations of any Party under Section 8.1 or 8.2 or the rights or obligations of any Party under Section 8.4 (For purposes of clarity, Allos does not have any obligation under Section 8.4 to provide to MMCO any amounts that are not received by Allos from the applicable Third Party manufacturer).

10. **TERMINATION**.

10.1 **Cross-Termination**. This Agreement will terminate automatically upon the termination of the License Agreement or upon the signed written agreement of the Parties.

10.2 **Termination for Breach**. Each Party (the "**Non-Breaching Party**") shall have the right to terminate this Agreement in its entirety immediately upon written notice to the other Party (the "**Breaching Party**") if the Breaching Party materially breaches its obligations under this Agreement and, after receiving written notice identifying such material breach in reasonable detail (a "**Default Notice**"), fails to cure such material breach within [***] after delivery of the Default Notice.

10.3 **Termination for Bankruptcy**. Each Party shall have the right to terminate this Agreement in its entirety immediately upon written notice to the other Party if the other Party (i) applies for or consents to the appointment of, or the taking of possession by, a receiver, custodian, trustee or liquidator of itself or of all or a substantial part of its property, (ii) makes a general assignment for the benefit of its creditors, (iii) commences a voluntary case under the Bankruptcy Code, (iv) files a petition seeking to take advantage of any applicable Laws relating to bankruptcy, insolvency, reorganization, winding-up, or composition or readjustment of debts, (v) has a proceeding or case commenced against it in any court of competent jurisdiction (which proceeding or case is not discharged within 60 days of the filing thereof), seeking (A) its liquidation, reorganization, dissolution or winding-up, or the composition or readjustment of its debts, (B) the appointment of a trustee, receiver, custodian, liquidator or the like of all or any substantial part of its assets, or (C) similar relief under the Bankruptcy Code, or an order, judgment or decree approving any of the foregoing is entered and continues unstayed for a period of 60 days, or (vi) has an order for relief against it entered in an involuntary case under the Bankruptcy Code.

[***]: CONFIDENTIAL PORTIONS OMITTED AND FILED SEPARATELY WITH THE COMMISSION.

10.4 **Post-Termination**. Expiration or termination of this Agreement will not relieve the Parties of any obligations accruing prior to such expiration or termination.

11. **CONFIDENTIALITY**.

11.1 **Confidentiality**. Each Party agrees that, for the longer of the Term or the term of the License Agreement and for a period of five years thereafter, it shall keep confidential and shall not publish or otherwise disclose and shall not use for any purpose other than as provided for in this Agreement (which includes the exercise of any rights or the performance of any obligations hereunder or thereunder) any Confidential Information furnished to it by the other Party pursuant to this Agreement, except to the extent expressly authorized by this Agreement or as otherwise agreed to in writing by the Parties. The foregoing confidentiality and non-use obligations shall not apply to any portion of the other Party's Confidential Information that the receiving Party can demonstrate by competent written proof:

(a) was already known to the receiving Party or its Affiliate, other than under an obligation of confidentiality, at the time of disclosure by the other Party;

(b) was generally available to the public or otherwise part of the public domain at the time of its disclosure to the receiving Party;

(c) became generally available to the public or otherwise part of the public domain after its disclosure and other than through any act or omission of the receiving Party in breach of this Agreement;

(d) was disclosed to the receiving Party or its Affiliate by a Third Party who had a legal right to make such disclosure and who did not obtain such information directly or indirectly from the other Party; or

(e) was independently discovered or developed by the receiving Party or its Affiliate without access to or aid, application or use of the other Party's Confidential Information, as evidenced by a contemporaneous writing.

11.2 **Authorized Disclosure**. Notwithstanding the obligations set forth in Section 11.1, a Party may disclose the other Party's Confidential Information and the terms of this Agreement to the extent:

(a) such disclosure is reasonably necessary (i) to comply with the requirements of Regulatory Authorities with respect to obtaining and maintaining Regulatory Approval of the Bulk Product or the API; or (ii) for prosecuting or defending litigation as contemplated by this Agreement or the License Agreement;

(b) such disclosure is reasonably necessary to its officers, directors, employees, agents, consultants, contractors, licensees, sublicensees, attorneys, accountants, lenders, insurers or licensors on a need-to-know basis for the sole purpose of performing its obligations or exercising its rights under this Agreement; provided that in each case, the disclosees are bound by obligations of confidentiality and non-use no less stringent than those contained in this Agreement;

(c) such disclosure is reasonably necessary to any bona fide potential or actual investor, acquiror, merger partner, or other financial or commercial partner for the sole purpose of evaluating an actual or potential investment, acquisition or other business relationship; provided that in each case, the disclosees are bound by written obligations of confidentiality and non-use having a minimum term of five years; or

(d) such disclosure is reasonably necessary to comply with applicable Laws, including regulations promulgated by applicable security exchanges, court order, administrative subpoena or other order.

Notwithstanding the foregoing, in the event a Party is required to make a disclosure of the other Party's Confidential Information pursuant to Section 11.2(a) or 11.2(d), such Party shall promptly notify the other Party of such required disclosure and, upon the other Party's request, shall use reasonable efforts to obtain, or to assist the other Party in obtaining, a protective order preventing or limiting the required disclosure.

11.3 **Prior Confidentiality Agreements.** The First Confidentiality Agreement and the Second Confidentiality Agreement remain in full force and effect and are not superseded by this Agreement. All Information disclosed by a Party or its Affiliate to the other Party or its Affiliate pursuant to the First Confidentiality Agreement or the Second Confidentiality Agreement shall be deemed to be such Party's Confidential Information disclosed hereunder and the other Party and its Affiliates and disclosees shall have the confidentiality, non-use and non-disclosure obligations set forth in this Article 11. In the event that any such obligations conflict with the obligations set forth in the First Confidentiality Agreement or the Second Confidentiality Agreement, then the other Party and its Affiliates and disclosees shall comply with the obligations set forth in this Article 11.

11.4 **Return of Confidential Information**. Except as otherwise set forth in this Agreement, upon termination of this Agreement, the receiving Party will promptly return all of the disclosing Party's Confidential Information, including all reproductions and copies thereof in any medium, except that the receiving Party may retain one copy for its legal files.

11.5 **Unauthorized Use**. If either Party becomes aware or has Knowledge of any unauthorized use or disclosure of the other Party's Confidential Information, it will promptly notify the other Party of such unauthorized use or disclosure.

11.6 **Exclusive Property.** All Confidential Information is the sole and exclusive property of the disclosing Party and the permitted use thereof by the receiving Party for purposes of its performance hereunder will not be deemed a license or other right of the receiving Party to use any such Confidential Information for any other purpose.

11.7 **Terms of Agreement.** The Parties agree that the material terms of this Agreement are the Confidential Information of both Parties.

12. **DISPUTE RESOLUTION**.

12.1 **Arbitration**. In the event of any disputes, controversies or differences which may arise between the Parties (except for disputes arising from the JMC, which shall be handled pursuant to Section 12.2 and only handled pursuant to this Section 12.1 as provided in Section 12.2), out of or in relation to or in connection with this Agreement, including any alleged failure to perform, or breach, of this Agreement, or any issue relating to the interpretation or application of this Agreement, then upon the request of either Party, the Parties agree to meet and discuss in good faith a possible resolution thereof, which good faith efforts shall include at least one in-person meeting between the Executive Officers of each Party. If the matter is not resolved within [***] following the request for discussions, either Party may then invoke arbitration under this Section 12.1. Any dispute, controversy or claim arising out of or relating to the validity, construction, interpretation, enforceability, breach, performance, application or termination of this Agreement that is not resolved pursuant to Section 12.2 or by the Parties meeting in good faith to resolve such dispute, controversy or claim as outlined above, shall be settled by binding arbitration administered by JAMS pursuant to its Comprehensive Arbitration Rules and Procedures then in effect (the "**JAMS Rules**"), except as otherwise provided herein. The arbitration will be conducted in New York, New York and the Parties consent to the personal and subject matter jurisdiction of the state and federal courts in New York, New York, for any case arising out of or otherwise related to this arbitration, its conduct and its enforcement. Any situation not expressly covered by this Agreement shall be decided in accordance with the JAMS Rules.

12.2 **Referred from JMC**. With respect to disputes arising from matters delegated or referred to the JMC pursuant to the terms of this Agreement, such dispute shall be automatically referred to the JPC. If the JPC fails to reach unanimous agreement on such matter within [***], then either Party may, by written notice to the other Party, have such dispute referred to each Party's Executive Officers for attempted resolution by good faith negotiations within [***] after such notice is received. If the Executive Officers of the Parties are not able to resolve a dispute within the [***] period described above, then the Executive Officers of Allos will have the unilateral right to cast the deciding vote for the JMC as provided in Section 12.2(a):

(a) Allos Decisions. Solely with respect to Bulk Product or API supplied by or on behalf of Allos, the Executive Officers of Allos shall have the right to make the final decision with respect to any decision regarding manufacture of the Bulk Product or API (including matters related to CMC, process development, scale up, or regulatory matters or aspects related to manufacture of the Bulk Product), except where MMCO reasonably believes either that such decision is substantially likely to cause a material adverse impact on the regulatory status or the commercial sales of the Bulk Product in the Licensed Territory and would not have a similar effect in the Allos Territory or that such decision poses a substantial and unwarranted safety risk.

If the Executive Officers of Allos do not have the right to cast the deciding vote for the JMC pursuant to this Section 12.2, then either Party may submit the dispute for resolution pursuant to Section 12.1.

[***]: CONFIDENTIAL PORTIONS OMITTED AND FILED SEPARATELY WITH THE COMMISSION.

12.3 **Equitable Relief.** Notwithstanding Sections 12.1 and 12.2, each Party acknowledges that its breach of Article 11 of this Agreement may cause irreparable harm to the other Party, which cannot be reasonably or adequately compensated by damages in an action at law. By reason thereof, each Party agrees that the other Party shall be entitled, in addition to any other remedies it may have under this Agreement or otherwise, to seek preliminary and permanent injunctive and other equitable relief from any state or federal court of competent jurisdiction in New York, New York to prevent or curtail any actual or threatened breach of Article 11 that is reasonably likely to cause it irreparable harm. In addition, notwithstanding Sections 12.1 and 12.2, to the fullest extent provided by Law, either Party may bring an action in any court of competent jurisdiction for injunctive relief (or any other provisional remedy) to protect a Party's rights or enforce a Party's obligations under this Agreement pending final resolution of any claims related thereto pursuant to the dispute resolution procedure set forth in Sections 12.1 and 12.2.

13. **INDEPENDENT CONTRACTOR**. Each Party shall act solely as an independent contractor, and nothing in this Agreement shall be construed to give either Party the power or authority to act for, bind, or commit the other Party in any way. Nothing herein shall be construed to create the relationship of partners, principal and agent, or joint-venture partners between the Parties.

14. **MISCELLANEOUS**.

14.1 **Force Majeure**. Both Parties shall be excused from the performance of their obligations under this Agreement to the extent that such performance is prevented by force majeure and the non-performing Party promptly provides notice of the prevention to the other Party. Such excuse shall continue for so long as the condition constituting force majeure continues and the non-performing Party takes reasonable efforts to remove the condition. For purposes of this Agreement, force majeure shall include conditions beyond the control of the Parties, including an act of God, war, civil commotion, terrorist act, epidemic, failure or default of public utilities or common carriers, destruction of production facilities or materials by fire, earthquake, storm or like catastrophe, and failure of plant or machinery (provided that such failure could not have been prevented by the exercise of skill, diligence, and prudence that would be reasonably and ordinarily expected from a skilled and experienced person engaged in the same type of undertaking under the same or similar circumstances). If a force majeure persists for more than 90 days, then the Parties will discuss in good faith the modification of the Parties' obligations under this Agreement in order to mitigate the delays caused by such force majeure.

14.2 **Assignment**. Neither Party may assign or transfer this Agreement or any rights or obligations hereunder without the prior written consent of the other Party, except that a Party may make such an assignment without the other Party's consent to its Affiliates or to a Third Party successor to substantially all of the business of such Party to which this Agreement relates (such Third Party, an "**Acquiror**"), whether in a merger, sale of stock, sale of assets or other transaction. Any successor or assignee of rights and/or obligations permitted hereunder shall, in writing to the other Party, expressly assume performance of such rights and/or obligations. Unless to an Affiliate, any assignment or transfer of this Agreement must be done together with an assignment or transfer of the License Agreement. Any permitted assignment shall be binding on the successors of the assigning Party. Any assignment or attempted assignment by either Party in violation of the terms of this Section 14.2 shall be null, void and of no legal effect.

14.3 **Governing Law**. This Agreement and all disputes arising out of or related to this Agreement or any breach hereof shall be governed by and construed under the laws of the State of New York, without giving effect to any choice of law principles that would require the application of the laws of a different state.

14.4 **Notices**. Any notice required or permitted to be given under this Agreement shall be in writing, shall specifically refer to this Agreement, and shall be addressed to the appropriate Party at the address specified below or such other address as may be specified by such Party in writing in accordance with this Section 14.4, and shall be deemed to have been given for all purposes (a) when received, if hand-delivered or sent by confirmed facsimile or a reputable courier service, or (b) five business days after mailing, if mailed by first class certified or registered airmail, postage prepaid, return receipt requested.

If to Allos:

Allos Therapeutics, Inc.
11080 Circle Point Road,
Suite 430
Westminster, Colorado 80020
Attn: President and Secretary
Fax: (303) 426-4731

With copies to (which shall not constitute notice):

Allos Therapeutics, Inc.
11080 Circle Point Road,
Suite 430
Westminster, Colorado 80020
Attn: Legal Department
Fax: (303) 426-4731

Stradling Yocca Carlson & Rauth
660 Newport Center Drive, Suite 1600
Newport Beach, CA 92660
Attn: Shivbir S. Grewal
Fax: (949) 823-5119

If to MMCO:

Mundipharma Medical Company
14 Par-la-Ville Road
P.O. Box HM 2332
Hamilton HM JX, Bermuda
Attn: Douglas Docherty, General Manager
Fax: (441) 292-1472

With copies to (which shall not constitute notice):

Chadbourne & Parke LLP
30 Rockefeller Plaza
New York, NY 10112
Attention: Stuart D. Baker
Fax: (212) 489-7130

or to such other fax number and address as such Party receiving such notice will have communicated to the other Party hereto by notice given as aforesaid.

14.5 **Counterparts**. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Each Party may execute this Agreement by facsimile transmission or in Adobe™ Portable Document Format (PDF) sent by electronic mail. In addition, facsimile or PDF signatures of authorized signatories of any Party will be deemed to be original signatures and will be valid and binding, and delivery of a facsimile or PDF signature by any Party will constitute due execution and delivery of this Agreement.

14.6 **Entire Agreement; Amendment**. This Agreement, as amended and restated as of the Amendment Effective Date, including the Exhibits hereto, together with the License Agreement, the Consent, the Technical Agreement and the Pharmacovigilance Agreements, sets forth the complete, final and exclusive agreement and all the covenants, promises, agreements, warranties, representations, conditions and understandings between the Parties hereto with respect to the subject matter hereof and supersedes, as of the Amendment Effective Date, all prior and contemporaneous agreements and understandings between the Parties with respect to the subject matter hereof. There are no covenants, promises, agreements, warranties, representations, conditions or understandings, either oral or written, between the Parties with respect to the subject matter of this Agreement other than as are set forth in this Agreement, the License Agreement, the Technical Agreement or the Pharmacovigilance Agreements. No subsequent alteration, amendment, change or addition to this Agreement shall be binding upon the Parties unless reduced to writing and signed by an authorized officer of each Party.

14.7 **Survival**. Termination or expiration of this Agreement shall not affect rights or obligations of the Parties under this Agreement that have accrued prior to the date of termination or expiration. Notwithstanding anything to the contrary contained in this Agreement, the provisions of those Sections which by their nature are meant to survive termination will survive any expiration or termination of this Agreement.

14.8 **Further Actions**. Each Party agrees to execute, acknowledge and deliver such further instruments, and to do all such other acts, as may be necessary or appropriate in order to carry out the purposes and intent of this Agreement.

14.9 **Severability**. If any one or more of the provisions of this Agreement is held to be invalid or unenforceable by any court of competent jurisdiction from which no appeal can be or is taken, the provision shall be considered severed from this Agreement and shall not serve to invalidate any remaining provisions hereof. The Parties shall make a good faith effort to replace any invalid or unenforceable provision with a valid and enforceable one such that the objectives contemplated by the Parties when entering this Agreement may be realized.

14.10 **No Waiver**. Any delay in enforcing a Party's rights under this Agreement or any waiver as to a particular default or other matter shall not constitute a waiver of such Party's rights to the future enforcement of its rights under this Agreement, except with respect to an express written and signed waiver relating to a particular matter for a particular period of time.

14.11 **Expenses**. Each of the Parties will bear its own direct and indirect expenses incurred in connection with the negotiation and preparation of this Agreement and, except as set forth in this Agreement, the performance of the obligations contemplated hereby and thereby.

14.12 **Currency**. All payment amounts set forth herein, and all obligations of Allos and MMCO relating to the payment or receipt of money, are expressed in and will be paid in Euros by wire transfer of immediately available funds into an account designated by Allos.

14.13 **Performance by Affiliates**. Each Party may discharge any obligations and exercise any right hereunder through any of its Affiliates. Each Party hereby guarantees the performance by its Affiliates of such Party's obligations under this Agreement, and shall cause its Affiliates to comply with the provisions of this Agreement in connection with such performance. Any breach by a Party's Affiliate of any of such Party's obligations under this Agreement shall be deemed a breach by such Party, and the other Party may proceed directly against such Party without any obligation to first proceed against such Party's Affiliate.

[*remainder of this page intentionally left blank*]

IN WITNESS WHEREOF, the Parties hereto have caused this Amended and Restated Supply Agreement to be executed by their duly authorized representatives as of the Amendment Effective Date.

MUNDIPHARMA MEDICAL COMPANY

By: /s/ Douglas Docherty
Name: Douglas Docherty
Title: General Manager

ALLOS THERAPEUTICS, INC.

By: /s/ Abraham N. Oler
Name: Abraham N. Oler
Title: President and Secretary

EXHIBIT A

BULK PRODUCT SPECIFICATIONS AND API SPECIFICATIONS

Bulk Product Specification

[***]

API Specification

[***]

[***]: CONFIDENTIAL PORTIONS OMITTED AND FILED SEPARATELY WITH THE COMMISSION.

EXHIBIT B

TECHNICAL AGREEMENT

[***]

[***]: CONFIDENTIAL PORTIONS OMITTED AND FILED SEPARATELY WITH THE COMMISSION.

EXHIBIT C

SPREADSHEET WITH SAMPLE CALCULATION OF BULK PRODUCT ACTUAL DIRECT COST OR BULK PRODUCT ANTICIPATED DIRECT COST

SAMPLE CALCULATION OF ANTICIPATED OR ACTUAL BULK PRODUCT TRANSFER PRICE (ALL FIGURES ILLUSTRATIVE)

	Estimated
Total vials actually or anticipated to be made and available for commercial or clinical supply	
[***]	[***]
[***]	[***]
[***]	[***]
Total Units	[***]
Other Direct Costs	
[***]	$ [***]
[***]	$ [***]
[***]	$ [***]
Total Other Direct	$ [***]
Other direct per unit	$ [***]
[***] **Direct (Purchased) Cost per Actually or Anticipated to be Made and Available Unit**	
[***]	$ [***]
[***]	$ [***]
[***]	$ [***]
- Total Direct Cost / [***]	$ [***]
[***] **Direct (Purchased) Cost per Actually or Anticipated to be Made and Available Unit**	
[***]	$ [***]
[***]	$ [***]
[***]	$ [***]
- Total Direct Cost / [***]	$ [***]

Assumes all units shipped are billed upon shipment terms [***]

[***]: CONFIDENTIAL PORTIONS OMITTED AND FILED SEPARATELY WITH THE COMMISSION.

Exhibit 31.1

CERTIFICATION OF PRINCIPAL EXECUTIVE OFFICER

I, Rajesh C. Shrotriya, certify that:

1. I have reviewed this quarterly report on Form 10-Q of Spectrum Pharmaceuticals, Inc.;

2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;

3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;

4. The registrant's other certifying officer and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and have:

   (a) Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;

   (b) Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;

   (c) Evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and

   (d) Disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and

5. The registrant's other certifying officer and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of the registrant's board of directors (or persons performing the equivalent functions):

   (a) All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and

   (b) Any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

Date: August 9, 2013

/s/ Rajesh C. Shrotriya
Rajesh C. Shrotriya, MD
Chairman, Chief Executive Officer and President

Exhibit 31.2

CERTIFICATION OF PRINCIPAL FINANCIAL OFFICER

I, Kurt A. Gustafson, certify that:

1. I have reviewed this quarterly report on Form 10-Q of Spectrum Pharmaceuticals, Inc.;

2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;

3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;

4. The registrant's other certifying officer and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and have:

   (a) Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;

   (b) Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;

   (c) Evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and

   (d) Disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and

5. The registrant's other certifying officer and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of the registrant's board of directors (or persons performing the equivalent functions):

   (a) All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and

   (b) Any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

August 9, 2013

/s/ Kurt A. Gustafson

Kurt A. Gustafson
Executive Vice President and Chief Financial Officer

Exhibit 32.1

CERTIFICATION OF PRINCIPAL EXECUTIVE OFFICER

I, Rajesh C. Shrotriya, certify, pursuant to 18 U.S.C. Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002, that, to my knowledge, the Quarterly Report of Spectrum Pharmaceuticals, Inc. on Form 10-Q for the quarterly period ended June 30, 2013 (the "Report") fully complies with the requirements of Section 13(a) or 15(d) of the Securities Exchange Act of 1934 and that information contained in the Report fairly presents in all material respects the financial condition and results of operations of Spectrum Pharmaceuticals, Inc.

Date: August 9, 2013

By: /s/ Rajesh C. Shrotriya
Name: Rajesh C. Shrotriya, MD
Title: Chairman, Chief Executive Officer and President

This certification accompanies the Report pursuant to Rule 13a-14(b) under the Securities Exchange Act of 1934 and 18 U.S.C. Section 1350 and shall not be deemed filed by the Company for purposes of Section 18 of the Securities and Exchange Act of 1934, or otherwise subject to the liability of that section. This certification shall not be deemed to be incorporated by reference into any filing under the Securities Act of 1933, or, the Securities Exchange Act of 1934, except to the extent that the Company specifically incorporated by reference.

Exhibit 32.2

CERTIFICATION OF PRINCIPAL FINANCIAL OFFICER

I, Kurt A. Gustafson, certify, pursuant to Rule 13a-14(b) or Rule 15d-14(b) of the Securities Exchange Act of 1934 and 18 U.S.C. Section 1350, that, to my knowledge, the Quarterly Report of Spectrum Pharmaceuticals, Inc. on Form 10-Q for the quarterly period ended June 30, 2013 (the "Report") fully complies with the requirements of Section 13(a) or 15(d) of the Securities Exchange Act of 1934 and that information contained in the Report fairly presents in all material respects the financial condition and results of operations of Spectrum Pharmaceuticals, Inc.

Date: August 9, 2013

By: /s/ Kurt A. Gustafson
Name: Kurt Gustafson
Title: Executive Vice President and Chief Financial Officer

This certification accompanies the Report pursuant to Rule 13a-14(b) under the Securities Exchange Act of 1934 and 18 U.S.C. Section 1350 and shall not be deemed filed by the Company for purposes of Section 18 of the Securities and Exchange Act of 1934, or otherwise subject to the liability of that section. This certification shall not be deemed to be incorporated by reference into any filing under the Securities Act of 1933, or, the Securities Exchange Act of 1934, except to the extent that the Company specifically incorporated by reference.