Twitter Thread by arcovidist

arcovidist
@arcovidist

Why did BionTech update their agreement with Genentech on December 6, 2019?

They updated the contract to include terms regarding RNA manufacturing projects and sequencing.

What confidential RNA projects did they have in the pipeline in December 2019?

https://t.co/zihOtcilgo

EX-4.16 4 bntx-ex416_126.htm EX-4.16

Exhibit 4.16

THE SYMBOL "[***]" DENOTES PLACES WHERE CERTAIN IDENTIFIED INFORMATION HAS BEEN EXCLUDED FROM THE EXHIBIT BECAUSE IT IS BOTH (i) NOT MATERIAL, AND (ii) WOULD LIKELY CAUSE COMPETITIVE HARM TO THE COMPANY IF PUBLICLY DISCLOSED

SECOND AMENDMENT TO THE COLLABORATION AGREEMENT

This SECOND AMENDMENT (the "**Second Amendment**") is made and entered into, effective as of December 6, 2019 (the "**Second Amendment Effective Date**"), by and between BioNTech RNA Pharmaceuticals GmbH, a limited liability company organized under the laws of Germany ("**RNP**") and BioNTech SE, a European stock corporation ("**BNT**") (RNP and BNT collectively, "**BioNTech**"), and Genentech, Inc., a corporation organized under the laws of the State of Delaware ("**GNE**") and F. Hoffmann-La Roche Ltd, a corporation organized under the laws of Switzerland ("**Roche**") (GNE and Roche, collectively, "**Genentech**").

WHEREAS, the Parties entered into a Collaboration Agreement, dated as of September 20, 2016, as amended on June 1, 2018, pursuant to which BioNTech and Genentech agreed to collaborate in the research, development, and commercialization of Collaboration Products (the "**Agreement**").

WHEREAS, BioNTech and Genentech wish to modify certain terms of the Agreement with respect to [***] (i) certain RNA manufacturing projects within the CMC Development Plan and (ii) development of the commercial upstream manufacturing process.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. **Defined Terms**.

   a. Section 1.20 is hereby deleted in its entirety and replaced with the following:

   "'**BioNTech Core Patents**' means (a) the Patents listed on Schedule 1.20, (b) [***] and (c) all Patents claiming priority to any of the Patents described in clauses (a) or (b), or claiming priority to a priority document thereof."

   b. Section 1.27 is hereby amended by adding the following sentence to the end of the Section:

   "For clarity, BioNTech Know-How [***]."

   c. Section 1.59 is hereby amended by adding the following clause to the end of the Section:

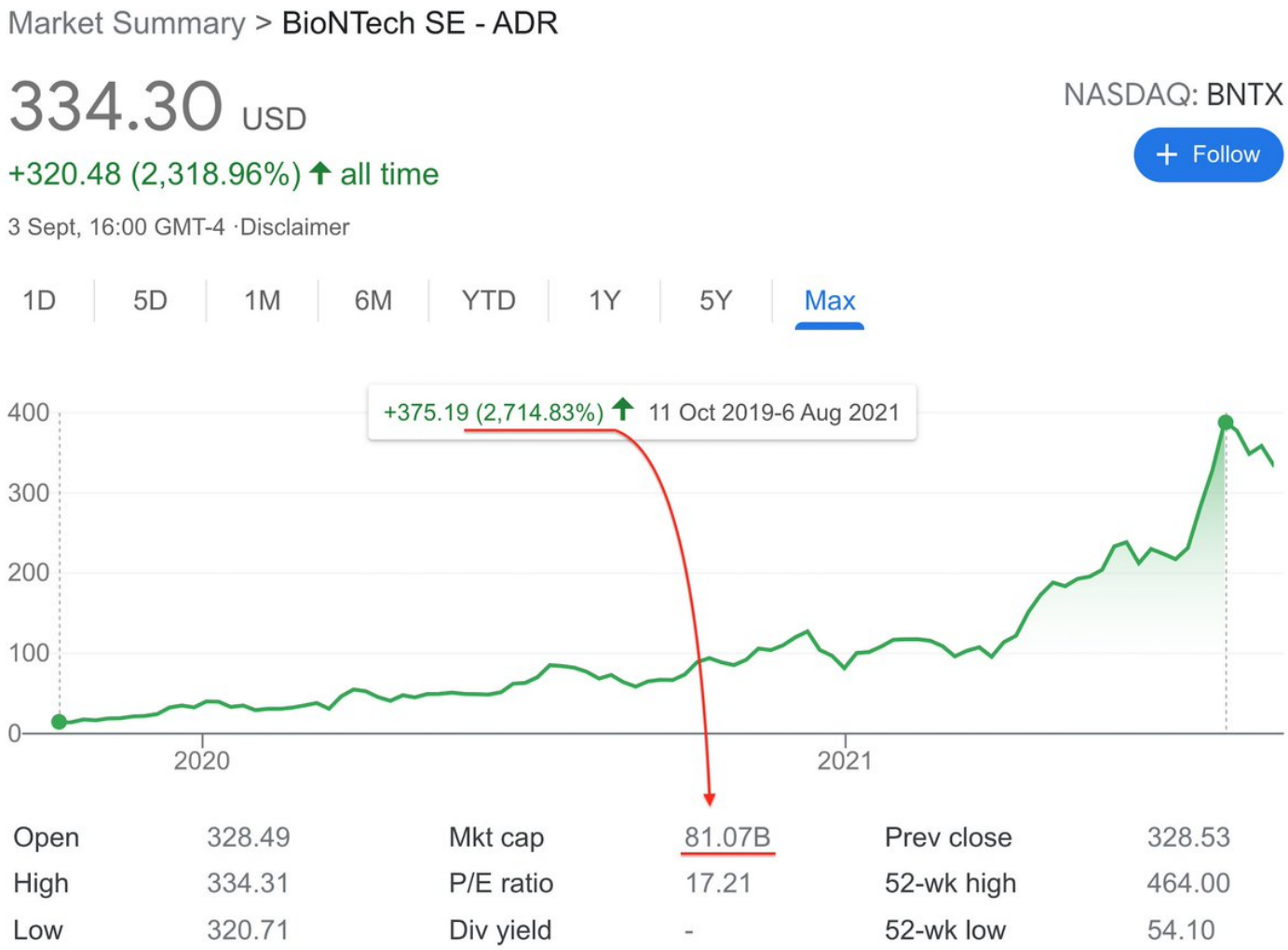
   "; *provided*, however, that, notwithstanding anything to the contrary in this Agreement or the MDSA, Collaboration Know-How [***]"

Sidenote: a couple months before that, BionTech IPO'd.

Every $14 invested would have returned $389 at it's peak. A small return of 2,715%.

An investment into Moderna on the same date would've returned $418 at peak for every $14 invested — a 2,864% gain.

https://t.co/UsGA6bCAs3



BionTech's SEC filings admit that both the FDA and the European Union consider mRNA treatments as gene therapy. They also claim it's "high unlikely" these mRNA treatments will change your DNA.

Multiply "highly unlikely" by a couple billion people...

https://t.co/UGoobhzfeH

Failure to obtain marketing approval for a product candidate will prevent us from commercializing the product candidate in a given jurisdiction. We have not received approval to market any biopharmaceutical product candidates from regulatory authorities in any jurisdiction, and it is possible that none of our product candidates, or any product candidates we may seek to develop in the future, will ever obtain regulatory approval. We have limited experience in filing and supporting the applications necessary to gain marketing approvals and may need to rely on third-party contract research organizations, or CROs, regulatory consultants or collaborators to assist us in this process. To our knowledge, there is no current precedent for an mRNA-based immunotherapy such as the type we are developing being approved for sale by the FDA, European Commission or any other regulatory agency elsewhere in the world. Although we expect to submit BLAs for our mRNA-based product candidates in the United States, and in the European Union, mRNA therapies have been classified as gene therapy medicinal products, other jurisdictions may consider our mRNA-based product candidates to be new drugs, not biologics or gene therapy medicinal products, and require different marketing applications. Securing regulatory approval requires the submission of extensive preclinical and clinical data and supporting information to the various regulatory authorities for each therapeutic indication to establish the product candidate's safety and efficacy. Securing regulatory approval also requires the submission of information about the product manufacturing process to, and inspection of manufacturing facilities by, the relevant regulatory authority. Any product candidates we develop may not be effective, may be only moderately effective, or may prove to have undesirable or unintended side effects, toxicities or other characteristics that may preclude our obtaining marketing approval or prevent or limit commercial use.

Moderna's SEC filings reflect the same language.

They note that they've made significant losses since inception. I wonder why? Why have they, who specialise in mRNA gene therapies, not had (and still don't have) a single FDA approved product? A mystery.

https://t.co/nMIO3APtgA

Currently, mRNA is considered a gene therapy product by the FDA. Unlike certain gene therapies that irreversibly alter cell DNA and could act as a source of side effects, mRNA-based medicines are designed to not irreversibly change cell DNA; however, side effects observed in gene therapy could negatively impact the perception of mRNA medicines despite the differences in mechanism. In addition, because no product in which mRNA is the primary active ingredient has been approved, the regulatory pathway for approval is uncertain. The number and design of the clinical trials and preclinical studies required for the approval of these types of medicines have not been established, may be different from those required for gene therapy products, or may require safety testing like gene therapy products. Moreover, the length of time necessary to complete clinical trials and to submit an application for marketing approval for a final decision by a regulatory authority varies significantly from one pharmaceutical product to the next, and may be difficult to predict.

We have incurred significant losses since our inception and anticipate that we will continue to incur significant losses for the foreseeable future.

We have incurred net losses in each year since our inception in 2009, including net losses of $514.0 million, $384.7 million and $255.9 million for the years ended December 31, 2019, 2018 and 2017, respectively. As of June 30, 2020, we had an accumulated deficit of $1.74 billion.

Dec 17th, 2019: European Investment Bank provides funding of €50 million to BioNTech as part of the Investment Plan for Europe

You could argue the EU now has a conflict of interest with pandemic response policies that could ultimately prop up BionTech.

https://t.co/PRKgYufQWv

The European Investment Bank signs a €50,000,000 profit-sharing contract with BionTech on December 12 2019.

The same day Ralph Baric signs a contract between NIAID and Moderna re: mRNA coronavirus vaccine candidates.

What are the implications if these events are related?

FINANCE FEE LETTER

From: **European Investment Bank**
100 boulevard Konrad Adenauer
L-2950 Luxembourg
Grand Duchy of Luxembourg

(the "**Bank**")

To: **BioNTech SE**
An der Goldgrube 12
55131 Mainz
Germany

(the "**Borrower**")

Date: 12 December 2019

Subject: **Finance Contract between European Investment Bank and BioNTech SE dated on or about 12 December 2019**

Contract numbers (FI No) 90272 and 91603; Serapis No.: 2018-0810

Dear Sirs

We refer to the EUR 50,000,000 finance contract dated 12 December 2019 between the Bank as lender and the Borrower (the "**Finance Contract**").

The European Investment Bank profit share with BionTech begins in 2023 and will last 6 years, with staggered % profit sharing between €100 million and €500 million.

I wonder if it's possible to sue or submit FOIA requests to obtain the % that is retracted in the contract.

ARTICLE 2

Credit and Disbursements

2.1 **Amount of Credit**

"partiarisches Darlehen" is German for "profit participation loan"

By this Contract, the Bank establishes in favour of the Borrower, and the Borrower accepts, a credit (including a profit participation credit (*partiarisches Darlehen*)) in an aggregate amount of EUR 50,000,000 (fifty million euro) for the financing of the Investment (the "**Credit**"), consisting of:

(a) a term loan in an amount of EUR 25,000,000 (twenty five million euro) ("**Credit A**"); and

(b) a term loan in an amount of EUR 25,000,000 (twenty five million euro) ("**Credit B**").

2.2 **Disbursement procedure**

2.2.1 **Tranches**

The Bank shall disburse the Credit in Euros in up to five Tranches. Credit A can only be drawn in full, in an amount of EUR 25,000,000 (twenty five million euro). The amount of each Tranche under Credit B, shall be in a minimum amount of EUR 5,000,000 (five million euro) or (if less) the entire undrawn balance of the Credit B.

SEC filings for €50 million profit participation loan:
https://t.co/sNyrKpABYh

https://t.co/U03kVhwQ67

Both of these contracts being signed on December 12th 2019 reminded me of something I saw in Albania's Pfizer contract...

The day after these contracts are signed, on Dec 13th, Albania's former Minister of Finance becomes the Minister of State for Reconstruction.

The Prime Minister says the role is required for some program although "no such program has been made public".

https://t.co/N9Pg0HsgpF

Politics & Policy

PM Rama Nominates Ex-Minister of Finance as Minister for Reconstruction after Earthquake

From: **Exit Staff** 13-12-2019 at 12:15

Former Minister of Finance Arben Ahmetaj has been nominated Minister of State for Reconstruction.

Most Read

1 Albanian ... Wants Alb... Leader in

2 Coalition ... Journalis... Albanian ... Rama to ... Afghan W... and Activ...

3 Wildfires ... Albania a... Critical in...

4 15 People ... in Albani... Weeks

5 Animal L... You Think...

The interesting thing here is this guy who becomes the Reconstruction Minister — the day after both Moderna & NIAID, and BionTech & European Investment Bank sign those contracts — ends up being 1 of 2 of Albania's signatories on the Pfizer contract.

https://t.co/7Jrb1b0oPR

CONFIDENTIAL

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be duly executed and delivered as of the date first written above.

PFIZER EXPORT B.V.

By:_____

Name:_____

Title:_____

Date:_____

ALBANIA MINISTRY OF HEALTH AND SOCIAL PROTECTION

By:_____

Name:_____

Title:_____

Date:_____

AGREED AND ACKNOWLEDGED by MINISTEROF STATE FOR RECONSTRUCTION

By:_____

Name: _____

Title: _____

Date:_____

INSTITUTE OF PUBLIC HEALTH

By:_____

Name: _____

Title: _____

I can't find much information about any countries having a "Minister of Reconstruction", apart from the UK which had one a couple of times post-war.

It's weird at the very least. The timing is interesting,

Not logged in Talk Contributions Create account Log in

Article Talk | Read Edit View history | Search Wikipedia

WIKIPEDIA
The Free Encyclopedia

Main page
Contents
Current events
Random article
About Wikipedia
Contact us
Donate

Contribute
Help
Learn to edit
Community portal
Recent changes
Upload file

Tools
What links here
Related changes
Special pages
Permanent link
Page information
Cite this page
Wikidata item

Print/export
Download as PDF
Printable version

Minister of Reconstruction

From Wikipedia, the free encyclopedia

The **Minister of Reconstruction** was a British government post that briefly existed during the latter stages of the Second World War, charged with planning for the post-war period. A succession of government committees had failed to make much progress with the problems arising out of reconstruction and so in 1943 Winston Churchill took the bold step of appointing a single minister as a member of the War Cabinet.

Minister of Reconstruction (1917–19??) [edit]

Name	Term of office		Political party	Prime Minister
Christopher Addison, Viscount Addison	17 July 1917	10 January 1919	Liberal	David Lloyd George
Auckland Geddes, Baron Geddes	10 January 1919	?? August 1919	Conservative	David Lloyd George

Minister of Reconstruction (1943–1945) [edit]

Colour key (for political parties):
Conservative Independent

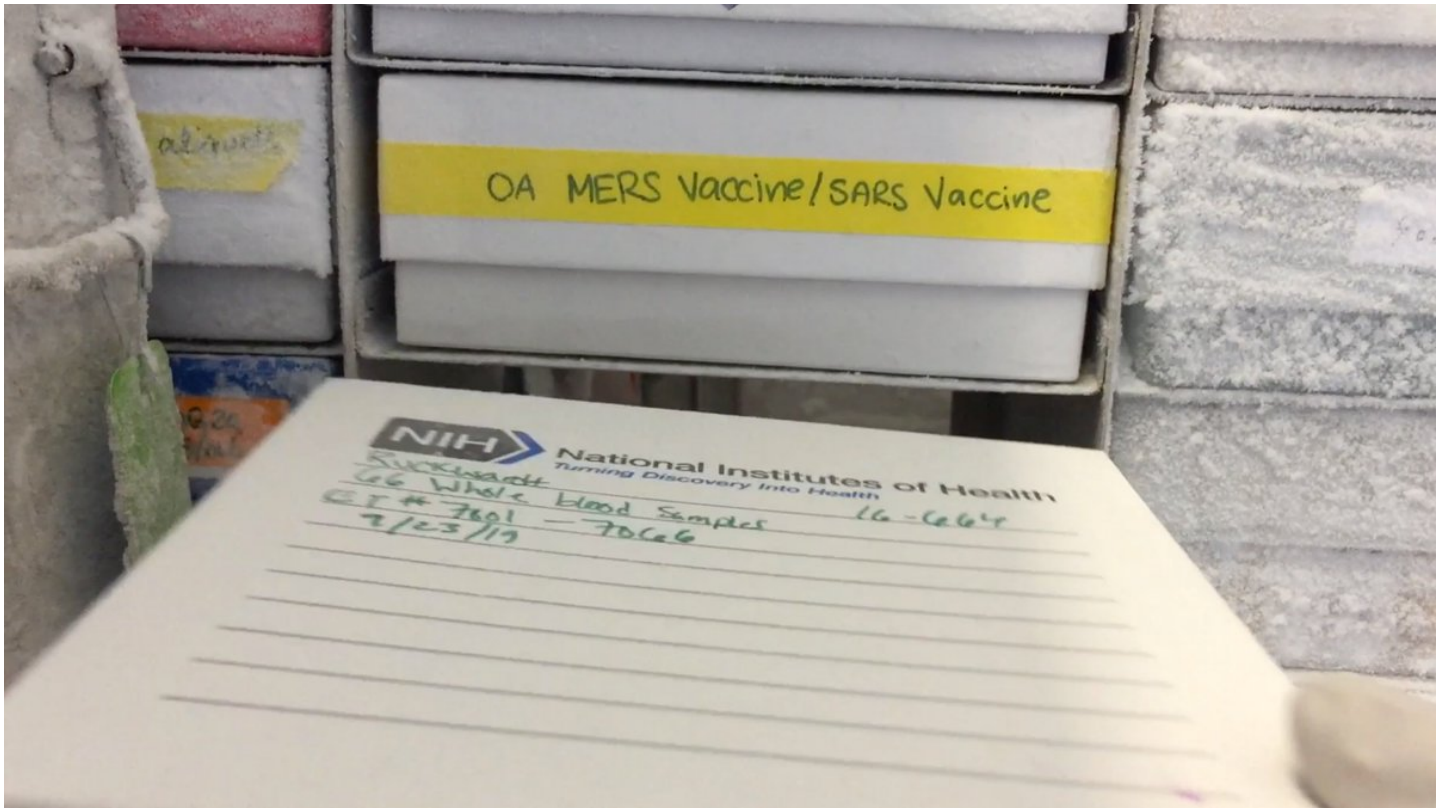
Name	Portrait	Term of office		Political party	Prime Minister
Frederick Marquis, The Lord Woolton		11 November 1943	23 May 1945	Independent	Winston Churchill

Take into account the events above.
Then look at the attached pictures closely.
Then look at the events in the embedded tweet.

You can believe these events are not related.
Sure. Understandable.

But, what if they are related?
What are the implications?

https://t.co/ISUe0uEwnQ



> Dec 10: first Wuhan COVID patient's biosample is uploaded
> Dec 11: spike in WeChat index for "novel coronavirus"
> Dec 12: Moderna & NIAID sign contract for mRNA coronavirus vaccine candidates
>
> You can believe these events are not related.
> But if they are, what are the implications? pic.twitter.com/1Yfho62XQz
>
> — arcovidist (@arcovidist) September 1, 2021

In August 2019, Bill Gates invested $50 million into BionTech. That investment peaked at over $1.35 billion.

They bought over 3 million shares at $18 each — as of today, it is $341 per share.

Invested with his private tax-exempt "charity".
Smart guy.

https://t.co/8HfxLmJScn

Exhibit 10.36

INVESTMENT AGREEMENT

relating to

an equity investment by the **BILL & MELINDA GATES FOUNDATION** into **BIONTECH SE**

Dated: 30 August 2019

by and between

1. **BioNTech SE**, An der Goldgrube 12, 55131 Mainz (the ***Company***)

   and

2. **Bill & Melinda Gates Foundation**, a Washington charitable trust that is a tax-exempt private foundation organized and existing under the laws of Washington and having its principal place of business at 500 Fifth Avenue North, Seattle, Washington 98109, United States (the ***Foundation*** or ***Investor***)

- the Company together with the Foundation being referred to as the ***Parties*** and each of them a ***Party*** -