GENEREX BIOTECHNOLOGY CORP
Form 8-K/A
December 12, 2017

UNITED STATES

SECURITIES AND EXCHANGE COMMISSION

Washington, D.C. 20549

FORM 8-K/A

Amendment No. 1.

Current Report Pursuant to Section 13 or 15(d) of the Securities Exchange Act of 1934

Date of Report (Date of earliest event reported): December 7, 2017

GENEREX BIOTECHNOLOGY CORPORATION

(Exact name of registrant as specified in its charter)

Delaware	**000-29169**	**98-0178636**
(State or other jurisdiction of incorporation)	**(Commission File Number)**	**(I.R.S Employer Identification No.)**

10102 USA Today Way, Miramar, Florida	**33025**
(Address of principal executive offices)	**(Zip Code)**

Registrant's telephone number, including area code: (416) 364-2551

Check the appropriate box below if the Form 8-K filing is intended to simultaneously satisfy the filing obligation of the registrant under any of the following provisions:

¨Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)

¨Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)

¨Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))

¨Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))

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Preliminary Note: The 8-K filed relating to the matter described below was originally filed with an incorrect exhibit. This 8-K is filed solely to file the correct exhibits, and no change has been made to the information under Item 1.01 below.

Item 1.01. Entry into a Material Definitive Agreement

The Company's wholly owned subsidiary, Antigen Express, Inc. ("Antigen"), entered into a License and Research Agreement (the "License Agreement") with Shenzhen BioScien Pharmaceuticals Co., Ltd., ("Shenzhen") dated November 29, 2017. Under the License Agreement, Antigen granted Shenzhen an exclusive license (the "License") to use Antigen's patents, know-how, data and other intellectual property relating to Antigen's AE37 peptide to develop and sell products for the prevention and treatment of prostate cancer in China (including Taiwan, Hong Kong and Macau).

In exchange for the License, Shenzhen has agreed, *inter alia*, to the following financial consideration:

- a $700,000 non-refundable initial payment;
- milestone payments of $1,000,000 each upon completion of Phase II and Phase III studies;
- a milestone payment of $2,000,000 upon regulatory approval of a product covered by the License; and
- a 10% royalty on net sales, provided the patents are in force and there are no approved generic equivalents.

Shenzhen, generally, will be responsible for conducting clinical trials, securing Chinese regulatory approvals, and marketing in China for all products developed under the Agreement.

The foregoing description of the License Agreement is not complete and is qualified in its entirety by reference to the License Agreement, which is filed as Exhibit 10.1 to this Current Report and incorporated herein by reference.

Item 9.01 Financial Statements and Exhibits.

(d) Exhibits.

The list of exhibits called for by this Item is incorporated by reference to the Exhibit Index filed with this report.

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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.

GENEREX BIOTECHNOLOGY CORPORATION.

Date: December 7, 2017 /s/ Mark A. Fletcher
Mark A. Fletcher
Executive Vice President and General Counsel

Exhibit Index

Exhibit No.	Description
10.1	License and Research Agreement between Shenzhen BioScien Pharmaceuticals Co., Ltd. and Antigen Express, Inc.
99.1	Press Release dated December 7, 2017