
**UNITED STATES
SECURITIES AND EXCHANGE COMMISSION**
Washington, D.C. 20549

FORM 10-Q/A
Amendment No. 1

(Mark One)

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

For the quarterly period ended December 31, 2015

OR

☐ **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 001-34540

UNILIFE CORPORATION

(Exact name of registrant as specified in its charter)

Delaware
(State or other jurisdiction of
incorporation or organization)

27-1049354
(I.R.S. Employer
Identification No.)

250 Cross Farm Lane, York, Pennsylvania 17406
(Address of principal executive offices)

Telephone: (717) 384-3400
(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 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 definition of "large accelerated filer," "accelerated filer" and "smaller reporting company" in Rule 12b-2 of the Exchange Act.

Large accelerated filer ☐

Accelerated filer ☒

Non-accelerated filer ☐

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 February 5, 2016, 16,658,602 shares of the registrant's common stock were outstanding. Such amount reflects a 1-for-10 reverse stock split of the Company's common stock effected on May 13, 2016.

EXPLANATORY NOTE

Unilife Corporation (the “Company”) is filing this Amendment No. 1 to its Quarterly Report on Form 10-Q for the quarter ended December 31, 2015 (the “Form 10-Q”), originally filed by the Company with the Securities and Exchange Commission on February 10, 2016, as an exhibit-only filing in response to comments received from the staff of the Securities and Exchange Commission regarding a request for confidential treatment of certain portions of Exhibit 10.14 originally filed with the Form 10-Q. This Amendment No. 1 to Quarterly Report on Form 10-Q/A (this “Amendment”) is being filed solely to re-file Exhibit 10.14 to the Form 10-Q and to amend and restate Item 6 of Part II of the Form 10-Q. In addition, as required by Rule 12b-15 under the Securities Exchange Act of 1934, as amended, new certifications by our principal executive officer and principal financial officer are filed as exhibits to this Amendment.

Except as described above, this Amendment does not reflect events occurring after the filing of the Form 10-Q and no revisions are being made pursuant to this Amendment to the Company’s financial statements or any other disclosure in the Form 10-Q. This Amendment No. 1 should be read in conjunction with the Company’s filings made with the SEC subsequent to the filing of the Form 10-Q.

Item 6. Exhibits

The exhibits to this report are listed in the Exhibit Index below.

Exhibit No.	Description of Exhibit	Included Herewith
10.1	Third Amendment to Credit Agreement, dated October 13, 2015 by and among Unilife Medical Solutions, Inc. and ROS Acquisition Offshore LP. is incorporated by reference to Exhibit 10.1 of the Company's Current Report on Form 8-K filed October 16, 2015	
10.2	Fourth Amendment to the Credit Agreement, dated December 31, 2015, by and among Unilife Medical Solutions, Inc., ROS Acquisition Offshore LP and the other Creditor Obligors party thereto is incorporated by reference to Exhibit 10.1 of the Company's Current Report on Form 8-k filed January 7, 2016	
10.3	Second Amendment to Royalty Agreement, dated October 13, 2015 by and among Unilife Medical Solutions, Inc. and Royal Opportunities S.À R.L. is incorporated by reference to Exhibit 10.2 of the Company's Current Report on Form 8-K filed October 16, 2015	
10.4	Amended and Restated Promissory Note, dated as of October 13, 2015, for up to \$70,000,000 by Unilife Medical Solutions, Inc. in favor of ROS Acquisition Offshore LP. is incorporated by reference to Exhibit 10.3 of the Company's Current Report on Form 8-K filed October 16, 2015	
10.5	Waiver to Credit Agreement, dated November 6, 2015 by and among Unilife Medical Solutions, Inc. and ROS Acquisition Offshore is incorporated by reference to Exhibit 10.4 of the Company's Quarterly Report on Form 10-Q filed November 9, 2015	
10.6	Fourth Amendment to Employment Agreement, dated October 13, 2015, by and between Unilife Corporation and Alan D. Shortall is incorporated by reference to Exhibit 10.6 of the Company's Quarterly Report on Form 10-Q filed November 9, 2015	
10.7	Fifth Amendment to Employment Agreement, dated October 13, 2015, by and between Unilife Corporation and Ramin Mojdeh, Ph.D. is incorporated by reference to Exhibit 10.7 of the Company's Quarterly Report on Form 10-Q filed November 9, 2015	
10.8	First Amendment to Employment Agreement, dated October 13, 2015, by and between Unilife Corporation and David C. Hastings is incorporated by reference to Exhibit 10.8 of the Company's Quarterly Report on Form 10-Q filed November 9, 2015	
10.9	First Amendment to Employment Agreement, dated October 13, 2015, by and between Unilife Corporation and Dennis P. Pyers is incorporated by reference to Exhibit 10.9 of the Company's Quarterly Report on Form 10-Q filed November 9, 2015	
10.10	Second Amendment to Employment Agreement, dated October 13, 2015, by and between Unilife Corporation and John C. Ryan is incorporated by reference to Exhibit 10.10 of the Company's Quarterly Report on Form 10-Q filed November 9, 2015	
10.11	Stock Purchase Agreement, dated November 9, 2015, by and between the Company and a Cayman Islands exempted mutual fund is incorporated by reference to Exhibit 10.1 of the Company's Current Report on Form 8-K filed November 9, 2015	
10.12	Waiver and Consent Agreement, dated November 9, 2015, by and between the Company and Lincoln Park Capital Fund, LLC is incorporated by reference to Exhibit 10.2 of the Company's Current Report on Form 8-K filed November 9, 2015	
10.13	Warrant to Purchase Common Stock, dated November 9, 2015, issued by the Company to Lincoln Park Capital Fund, LLC is incorporated by reference to Exhibit 10.3 of the Company's Current Report on Form 8-k filed November 9, 2015	
10.14	Exclusivity Agreement, dated December 31, 2015, by and between the Company and Amgen Inc. (1)	X
10.15	Controlled Equity Offering SM Sales Agreement, dated July 29, 2015, by and between Unilife Corporation and Cantor Fitzgerald & Co. is incorporated by reference to Exhibit 10.1 of the Company's Current Report on Form 8-K filed July 30, 2015	
10.16	Purchase Agreement, dated as of July 29, 2015, by and between Unilife Corporation and Lincoln Park Capital Fund, LLC is incorporated by reference to Exhibit 10.1 of the Company's Current Report on Form 8-K filed July 30, 2015	

Exhibit No.	Description of Exhibit	Included Herewith
15	Awareness Letter of Independent Registered Public Accounting Firm is incorporated by reference to Exhibit 15 of the Company's Quarterly Report on Form 10-Q filed February 9, 2016	
31.1	Rule 13a-14(a)/15d-14(a) Certification of the Chief Executive Officer	X
31.2	Rule 13a-14(a)/15d-14(a) Certification of the Chief Financial Officer	X
32.1*	Section 1350 Certification of the Chief Executive Officer	
32.2*	Section 1350 Certification of the Chief Financial Officer	
101.INS*	XBRL Instance Document	
101.SCH*	XBRL Taxonomy Extension Schema	
101.CAL*	XBRL Taxonomy Extension Calculation Linkbase	
101.LAB*	XBRL Taxonomy Extension Label Linkbase	
101.PRE*	XBRL Taxonomy Extension Presentation Linkbase	
101.DEF*	XBRL Taxonomy Extension Definition Linkbase	

(1) Portions of this exhibit have been omitted pursuant to a request for confidential treatment filed with the SEC under Rule 24b-2. The omitted confidential material has been filed separately with the SEC. The location of the omitted confidential information is indicated in the exhibits with asterisks (***)

* Previously filed with the Quarterly Report on Form 10-Q for the quarterly period ended December 31, 2015.

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.

Date: August 9, 2016

UNILIFE CORPORATION

By: /s/ David C. Hastings

David C. Hastings

Chief Financial Officer and Chief Accounting Officer

(Duly Authorized Officer and Principal Financial Officer)

The confidential portions of this exhibit have been filed separately with the Securities and Exchange Commission pursuant to a confidential treatment request in accordance with Rule 24b-2 of the Securities and Exchange Act of 1934, as amended. REDACTED PORTIONS OF THIS EXHIBIT ARE MARKED BY AN ***.

Execution Copy

STRICTLY CONFIDENTIAL

CONFIDENTIAL TREATMENT

December 31, 2015

Unilife Corporation
250 Cross Farm Lane
York, PA 17406

Re: Exclusivity Letter

Ladies and Gentlemen:

In connection with a possible broader business transaction (a "Transaction") involving Unilife Corporation ("Unilife") and Amgen Inc. ("Amgen") and, together with Unilife, the "Parties"), the Parties hereby agree as follows:

1. In order to induce Amgen to make the Deposit (as defined below) and to devote additional time and resources to its continuing evaluation and, if applicable, pursuit of a Transaction, and in consideration therefor:

(a) Exclusivity. Subject to Unilife's timely receipt of the Deposit (as defined below), from the date of this letter agreement (this "Agreement") until the earlier of (x) 11:59pm Pacific time on January 31, 2016 and (y) the time at which Amgen notifies Unilife in writing that Amgen has ceased to consider a Transaction (such time period, the "Exclusivity Period"), Unilife agrees that it shall not, and it shall cause its controlled Affiliates (as defined below) and its and their respective directors, officers, employees, attorneys, accountants, financial advisors, agents and other professional representatives (collectively, "Representatives") not to, directly or indirectly:

i. solicit, initiate, induce, facilitate, assist or knowingly encourage the making of any inquiry, indication of interest, proposal, offer or announcement concerning or contemplating, or that could reasonably be expected to lead to, any Alternative Transaction (as defined below) (any of the foregoing, a "Proposal");

ii. furnish any information (including through providing or continuing access to any data room) regarding Unilife or any of its Subsidiaries to any Person in connection with a Proposal;

- iii. participate or engage in or continue discussions or negotiations with any Person with respect to a Proposal;
- iv. enter into any letter of intent, term sheet, merger agreement, acquisition agreement, license agreement, option agreement or similar document or any agreement, arrangement or understanding contemplating or otherwise relating to any Alternative Transaction;
- v. release or permit the release during the Exclusivity Period of any Person (other than Amgen) from, or waive or permit the waiver of any provision of, or fail to enforce or cause to be enforced, any confidentiality, “standstill”, or similar agreement to which Unilife or any of its Subsidiaries is a party;
- vi. otherwise facilitate any effort or attempt by any Person to make any Proposal; or
- vii. commence any proceeding in bankruptcy or otherwise initiate any insolvency or debtor-creditor proceedings.

To the extent Unilife is not prohibited by a confidentiality agreement or other contractual obligation, in each case in effect on the date hereof, from doing so, Unilife agrees to notify Amgen promptly (and in any event no later than 24 hours) after receipt by the Company or any of its controlled Affiliates or its or their Representatives, of any Proposal or any request for information or access to members of management or the board of directors of Unilife in connection with any Proposal, and Unilife shall provide Amgen with a copy of any such Proposal or request, or if not in writing, a written description thereof, including the name of the Person making such Proposal or request and the proposed purchase price or other transaction consideration. During the Exclusivity Period, Amgen agrees to promptly notify Unilife in writing if Amgen ceases to consider a Transaction.

As used in this Agreement: (i) the term “Person” shall be broadly interpreted to include any corporation, company, group, partnership, joint venture, limited liability company, trust, governmental entity, other entity of any kind or nature, or individual; (ii) the term “Affiliate” shall have the meaning ascribed to such term in Rule 12b-2 of the General Rules and Regulations under the Securities Exchange Act of 1934, as amended; (iii) the term “Alternative Transaction” shall mean any transaction or series of transactions (other than a transaction solely with Amgen and/or any of its controlled Affiliates and other than the issuance of common stock or the redemption of preferred stock pursuant to existing obligations under Unilife’s agreement with its preferred stock investor (including those under Unilife’s Certificate of Designations of Preferences, Powers, Rights and Limitation of Series A Redeemable Convertible Preferred Stock)) involving: (x) the purchase of any capital stock or other equity interest in, or any of the businesses of, Unilife or any of its Subsidiaries, (y) any merger, share exchange, tender offer, business combination, consolidation, joint venture, restructuring, reorganization, recapitalization, spin-off, split-off or other alternative transaction involving any capital stock, businesses or assets of Unilife or any of its Subsidiaries, or (z) any direct or indirect sale, license, lease, transfer, pledge, exchange or other disposition of any material portion of the assets or liabilities of Unilife or any of its Subsidiaries, including any amendment to an existing agreement to do any of the

foregoing and including any exclusive license involving any Unilife delivery devices, delivery platforms or the intellectual property related thereto; and (iv) the term “Subsidiary” means, as to any Person, any other Person of which such Person directly or indirectly (through one or more subsidiaries) owns or controls (x) at least a majority of the outstanding equity or economic interests or (y) securities or ownership interests having by their terms ordinary voting power to elect at least a majority of the board of directors or other Persons performing similar functions.

During the Exclusivity Period, Unilife shall, and it shall cause its controlled Affiliates and its and their Representatives to, immediately cease any discussions or negotiations with, or any solicitation, knowing encouragement or assistance of, any Person, in each case that may be ongoing with respect to any Alternative Transaction or any Proposal.

(b) Negotiation. During the Exclusivity Period, Unilife and Amgen shall negotiate in good faith, subject to (including without limitation) Amgen’s rights to conduct diligence and to notify Unilife in the event Amgen ceases to consider a Transaction, regarding a Transaction that would include:

- (i) a perpetual, worldwide non-exclusive license to Amgen under the patents, know-how and technology of Unilife and its Affiliates (collectively, “Unilife IP”), for Unilife to develop, manufacture, and supply any Unilife products existing as of the closing (including any subsequent improvements or modified versions, except those made at the specific request of a third party, collectively all such products, improvements and versions, “Unilife Products”), subject to rights already granted to existing customers;
- (ii) Amgen’s purchase from Unilife of an interest-bearing note, with satisfactory protection of Amgen’s licenses and note in the event of a Unilife bankruptcy on terms to be negotiated (which may include priority rights in certain assets), which absent default will be repaid through discounted pricing on purchases by Amgen or its Affiliates of Unilife Products or credits taken by Amgen or its Affiliates against development and customization fees for devices, if applicable, and per-unit royalties otherwise payable to Unilife for the manufacture and sale of Unilife Products;
- (iii) the issuance to Amgen by Unilife of up to 19.9% of Unilife’s outstanding common stock ***;
- (iv) a *** right of first negotiation for exclusive or non-exclusive rights, at Amgen’s election but subject to rights already granted to existing customers and the availability of the rights desired by Amgen, to any new delivery device platform of Unilife or its Affiliates developed after the effective date of the Transaction, provided that such right of first negotiation shall not apply or exist for any new delivery device platforms developed to meet the specific request of a third party;
- (v) The supply terms for the products supplied pursuant to the licenses set forth in this Section 1(b) shall include at a minimum: ***; and
- (vi) Amgen’s licenses set forth in this Section 1(b) would include a right for Amgen and its Affiliates to manufacture, and for Amgen to sublicense to third parties to manufacture, up to 20% of the aggregate annual volume requirements of such devices by, and solely

for, Amgen and/or its Affiliates, collaborators and/or sublicensees of Amgen Products (collectively, "Amgen Parties"). In the event that Amgen elects for Amgen and/or its Affiliates, or a third party sublicensee, to manufacture the devices for Amgen Parties, regardless of whether Unilife is willing or able to manufacture such devices for Amgen Parties, Amgen will pay and Unilife will receive the difference between (1) the per unit price for each device manufactured that Unilife would have received if the applicable Amgen Party purchased such device from Unilife and (2) the cost of such device to the applicable Amgen Party; provided that, if the cost in clause (2) is greater than the price in clause (1), no payment shall be made to Unilife. Notwithstanding the foregoing, solely in the event that Unilife: (a) is unable or unwilling to manufacture the devices, (b) fails to materially meet agreed-upon quality obligations for the devices, or (c) fails to materially meet agreed-upon supply obligations, Amgen will have the right to manufacture, or to have a third party manufacture, for Amgen Parties 100% of the aggregate annual volume requirements of such devices, and Amgen will pay and Unilife will receive a royalty amount of *** (not to exceed 10% of the cost of goods sold for each device) for each device manufactured by Amgen, its Affiliates or such third party(ies) on behalf of Amgen Parties. Unilife will use its commercially reasonable efforts to give Amgen access to such information and technical personnel, with Amgen to pay Unilife at a full time equivalent basis, at cost, for such supply of information and technical personnel, as is reasonably necessary to enable Amgen to utilize such licenses in accordance with the terms of this section. "Amgen Products" mean any biopharmaceutical product in which Amgen or any Affiliate thereof has an economic interest or which Amgen or any Affiliate is developing or commercializing (either alone or in collaboration with third parties).

(c) Diligence. During the Exclusivity Period, Unilife will promptly make available to Amgen (or if not in writing, to discuss with Amgen) any information Amgen reasonably requests, including Unilife's proposed operating plan, its existing commercial agreements, its plan for use of the Deposit and any subsequent funding, and information supportive of Amgen's evaluation of the Unilife technology.

(d) License. Contemporaneously with Unilife's receipt of the Deposit (defined below), Unilife (on behalf of itself and its Affiliates) hereby grants to Amgen automatically and without requirement of any further action, (i) a non-exclusive, perpetual, worldwide license under the Unilife IP for Unilife to develop, manufacture and supply wearable injector devices (including any improvements or modified versions) for use with Amgen Products *** and (ii) a perpetual, worldwide exclusive license under the Unilife IP for Unilife to develop, manufacture and supply Unilife's 1ML wearable injector (including any improvements or modified versions) for use with products that relate to ***. Amgen and its Affiliates shall pay Unilife a fee for each device manufactured by Unilife as agreed upon by the Parties. However, Amgen's licenses shall include a right for Amgen and its Affiliates to manufacture, and for Amgen to sublicense to third parties to manufacture, such devices for Amgen Parties in accordance with the provisions and pricing set forth in Section 1(b)(vi) above, which are incorporated herein by reference with respect to the devices licensed in this Section 1(d).

2. By December 31, 2015, Amgen shall pay to Unilife non-refundable cash in the amount of US\$15,000,000 (the "Deposit").

3. ***

4. ***

5. This Agreement shall be governed by, and construed in accordance with, the internal laws of the State of New York, without regard to the conflict of laws principles thereof to the extent that such principles would direct a matter to another jurisdiction. The Parties agree that any lawsuit filed by one Party against the other in connection with this Agreement shall be heard by the federal or state courts located in New York (the “Chosen Courts”), which shall have exclusive jurisdiction over any such lawsuits, and the Parties hereto agree to submit to the jurisdiction of those courts. Each Party agrees that a final judgment in any lawsuit, action or other proceeding arising out of or relating to this Agreement brought in the Chosen Courts shall be conclusive and binding upon each of the Parties and may be enforced in any other courts the jurisdiction of which each of the Parties is or may be subject, by suit upon such judgment.

6. Unilife agrees that irreparable damage could occur in the event that any of the provisions of this Agreement were not performed in accordance with their specific terms or were otherwise breached. It is accordingly agreed that, without prejudice to any other remedies to which Amgen may be entitled at law or in equity, Amgen shall be entitled to seek equitable relief, including an injunction and/or specific performance, in the event of any breach (or threatened breach) of the provisions of this Agreement, without proof of damages. Unilife agrees that it shall not seek, and that it and its controlled Affiliates shall agree to waive any requirement for (and shall use its best efforts to cause its Representatives to waive any requirement), the securing or posting of a bond in connection with Amgen’s seeking or obtaining such relief.

7. No failure or delay by Amgen in exercising any right, power or privilege hereunder shall operate as a waiver thereof nor shall any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any right, power or privilege.

8. It is understood and agreed that if any provision contained in this Agreement or the application thereof to either Party, or any other Person or circumstance shall be invalid, illegal or unenforceable in any respect under any applicable law as determined by a court of competent jurisdiction, the validity, legality and enforceability of the remaining provisions contained in this Agreement, or the application of such provision to such Persons or circumstances other than those as to which it has been held invalid or unenforceable, shall remain in full force and effect and shall in no way be affected, impaired or invalidated thereby. In the case of any such invalidity, illegality or unenforceability, a suitable and equitable provision shall be substituted therefor in order to carry out, so far as may be valid and enforceable, the intent and purpose of such invalid or unenforceable provision. Time is of the essence with respect to all provisions of this Agreement.

9. It is understood and agreed that unless and until there is a definitive agreement between the Parties with respect to a Transaction, if any, neither Party intends to be, nor shall either Party be, under any legal obligation of any kind whatsoever with respect to a Transaction or otherwise, by virtue of this or any written or oral expressions by such Party’s Affiliates or Representatives with respect to such Transaction or otherwise, except for the matters specifically agreed to in this Agreement and in the confidentiality agreement, dated December 23, 2015, between the Parties (the “Confidentiality Agreement”).

10. Any notice hereunder shall be made in writing by overnight courier, personal delivery or, email or facsimile (if such email or facsimile is followed by notice sent the same day (or next business day if such day is not a business day) using one of the other means), in each case to:

If to Unilife:

Unilife Corporation
250 Cross Farm Lane
York, PA 17406
Attention: John Ryan, Senior Vice President,
General Counsel and Secretary
E-mail: john.ryan@unilife.com
Telephone: (717) 384-3382

If to Amgen:

Amgen Inc.
One Amgen Center Drive
Thousand Oaks, California 91320-1799
Attention: Corporate Secretary
Facsimile: (805) 447-1010
Telephone: (805) 447-1000

11. This Agreement and the Confidentiality Agreement constitute the entire agreement between the Parties with respect to the subject matter hereof and thereof and supersede all other prior agreements and understandings, both written and oral, between the Parties with respect to the subject matter of this Agreement and the Confidentiality Agreement; provided that notwithstanding the foregoing, this Agreement shall not supersede those existing agreements as of the date hereof by and between the Parties and/or among the Parties and other third parties, as applicable, including the Master Feasibility and Customization Agreement between the Parties dated December 2, 2015, as amended from time to time, and any confidentiality agreement.

12. This Agreement shall be binding upon and inure to the benefit of the Parties and their respective successors and permitted assigns. Nothing herein expressed or implied is intended to confer upon or give any rights or remedies under or by reason of this Agreement to any Person other than the Parties. Any assignment of this Agreement by either Party without the prior written consent of the other Party shall be null and void.

13. This Agreement may only be amended by a separate writing signed by both Parties expressly so amending this Agreement. Any provision of this Agreement may be waived by the Party entitled to the benefit thereof, if in writing and signed by the Party against which the waiver is sought.

14. Except as required for compliance with applicable law, applicable rules of any stock exchange or any court order, each Party agrees not to issue any press release, public statement, or otherwise disclose information relating to this letter agreement or the transactions contemplated hereby or the terms hereof without the prior written consent of the other Party.

15. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, and all of which shall constitute one and the same Agreement. One or more counterparts of this Agreement may be delivered by telecopier or pdf electronic transmission, with the intention that they shall have the same effect as an original counterpart hereof.

[Signature page follows]

If you are in agreement with the foregoing, please so indicate by signing and returning one copy of this Agreement, whereupon this Agreement shall constitute our agreement with respect to the subject matter of this Agreement as of the date first set forth above.

Very truly yours,

AMGEN INC.

By /s/ David W. Meline

Name: David W. Meline

Title: Executive Vice President & Chief
Financial Officer

CONFIRMED AND AGREED TO:

UNILIFE CORPORATION

By /s/ Alan Shortall

Name: Alan Shortall

Title: Chairman & CEO

Certification of Chief Executive Officer pursuant to Securities Exchange Act Rules 13a-14(a) and 15d-14(a), as adopted pursuant to Section 302 of the Sarbanes-Oxley Act of 2002

I, John Ryan, certify that:

1. I have reviewed this Amendment No. 1 to the quarterly report on Form 10-Q of Unilife Corporation.; and
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.

Date: August 9, 2016

/s/ John Ryan

Name: John Ryan

Title: President and Chief Executive Officer
(Principal Executive Officer)

Certification of Chief Financial Officer pursuant to Securities Exchange Act Rules 13a-14(a) and 15d-14(a), as adopted pursuant to Section 302 of the Sarbanes-Oxley Act of 2002

I, David C. Hastings, certify that:

1. I have reviewed this Amendment No. 1 to the quarterly report on Form 10-Q of Unilife Corporation.; and

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.

Date: August 9, 2016

/s/ David C. Hastings

Name: David C. Hastings

Title: Chief Financial Officer
(Principal Financial Officer)