

SECURITIES AND EXCHANGE COMMISSION
WASHINGTON, D.C. 20549

AMENDMENT NO. 2
TO
FORM SB-2
REGISTRATION STATEMENT
UNDER
THE SECURITIES ACT OF 1933

THE QUIGLEY CORPORATION
(Exact name of Registrant as specified in its charter)

<TABLE>
<CAPTION>

<S>	<C>	<C>
Nevada	5149	23-2577138
(State or other jurisdiction of Incorporation or organization)	(Primary Standard Industrial Code Number)	(I.R.S. Employer Identification Number)

</TABLE>

The Landmark Building
10 South Clinton Street
Doylestown, PA 18901
(215) 345-0919

(Address, including zip code, and telephone
number, including area code, of Registrant's
principal executive offices)

Guy Quigley
President and Chief Executive Officer
The Quigley Corporation
10 South Clinton Street
P.O. Box 1349
Doylestown, PA 18901
(215) 345-0919

(Name, address and telephone number of agent for service of process)

Copies to:

Robert H. Friedman, Esq.
Olshan Grundman Frome & Rosenzweig LLP
505 Park Avenue
New York, New York 10022
(212) 753-7200

Approximate date of commencement of proposed sale to the public: From
time to time after this Registration Statement becomes effective.

If this Form is filed to register additional securities for an offering
pursuant to Rule 462(b) under the Securities Act, please check the following box
and list the Securities Act registration statement number of the earlier
effective registration statement for the same offering. / /

If this Form is a post-effective amendment filed pursuant to Rule
462(c) under the Securities Act, check the following box and list the Securities
Act registration statement number of the earlier effective registration
statement for the same offering. / /

If delivery of the prospectus is expected to be made pursuant to Rule
434, please check the following box. / /

The Registrant hereby amends this Registration Statement on such date
or dates as may be necessary to delay its effective date until the Registrant
shall file a further amendment which specifically states that this Registration
Statement shall thereafter become effective in accordance with Section 8(a) of

the Securities Act of 1933 or until the Registration Statement shall become effective on such date as the Commission, acting pursuant to said Section 8(a), may determine.

-1-

PART II

INFORMATION NOT REQUIRED IN PROSPECTUS

ITEM 24. INDEMNIFICATION OF DIRECTORS AND OFFICERS.

The Company's By-laws authorize indemnification of directors and officers as follows:

ARTICLE V - INDEMNIFICATION OF OFFICERS, DIRECTORS, EMPLOYEES AND AGENTS

Section 1. The corporation shall indemnify any person who was or is a party or threatened to be made a party to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative (other than action by or in the right of the corporation) by reason of the fact that he is or was a director, officer, employee or agent of the corporation, or is or was serving at the request of the corporation as a director, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise, against expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred by him in connection with such action, suit or proceeding if he acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interests of the corporation, and, with respect to any criminal action or proceeding, had no reasonable cause to believe his conduct was unlawful. The termination of any action, suit or proceeding by judgment, order, settlement, conviction, or upon a plea of nolo contendere or its equivalent, shall not, of itself, create a presumption that the person did not act in good faith and in a manner which he reasonably believed to be in or not opposed to the best interests of the corporation, and, with respect to any criminal action or proceeding, had reasonable cause to believe that his conduct was unlawful.

Section 2. No officer, director or shareholder may become surety on behalf of the corporation for any of its obligations under any circumstances whatsoever.

See Item 9(e) below for information regarding the position of the Commission with respect to the effect of any indemnification for liabilities arising under the Securities Act of 1933, as amended.

Section 78.751 of the Nevada General Corporation Law provides as follows:

"1. A corporation may indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative, except an action by or in the right of the corporation, by reason of the fact that he is or was a director, officer, employee or agent

II-1

of the corporation, or is or was serving at the request of the corporation as a director, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise, against expenses, including attorneys' fees, judgments, fines and amounts paid in settlement actually and reasonably incurred by him in connection with the action, suit or proceeding if he acted in good faith and in a manner which he reasonably believed to be in or not opposed to the best interests of the corporation, and, with respect to any criminal action or proceeding, had no reasonable cause to believe his conduct was unlawful. The termination of any action, suit or proceeding by judgment, order, settlement, conviction or upon a plea of NOLO CONTENDERE or its equivalent, does not, of itself, create a presumption that the person did not act in good faith and in a manner which he reasonably believed to be in or not opposed to the best interests of the corporation, and that, with respect to any criminal action or proceeding, he had reasonable cause to believe that his conduct was unlawful.

2. A corporation may indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action or suit by or in the right of the corporation to procure a judgment in its favor by reason of the fact that he is or was a director, officer, employee or agent of the corporation, or is or was serving at the request of the corporation as a director, officer, employee or agent of another corporation, partnership, joint venture,

trust or other enterprise against expenses, including amounts paid in settlement and attorneys' fees actually and reasonably incurred by him in connection with the defense or settlement of the action or suit if he acted in good faith and in a manner which he reasonably believed to be in or not opposed to the best interests of the corporation. Indemnification may not be made for any claim, issue or matter as to which such a person has been adjudged by a court of competent jurisdiction, after exhaustion of all appeals therefrom, to be liable to the corporation or for amounts paid in settlement to the corporation, unless and only to the extent that the court in which the action or suit was brought or other court of competent jurisdiction determines upon application that in view of all the circumstances of the case, the person is fairly and reasonably entitled to indemnity for such expenses as the court deems proper.

3. To the extent that a director, officer, employee or agent of a corporation has been successful on the merits or otherwise in defense of any action, suit or proceeding referred to in subsections 1 and 2, or in defense of any claim, issue or matter therein, he must be indemnified by the corporation against expenses, including attorneys' fees actually and reasonably incurred by him in connection with the defense.

II-2

4. Any indemnification under subsections 1 and 2, unless ordered by a court or advanced pursuant to subsection 5, must be made by the corporation only as authorized in the specific case upon a determination that indemnification of the director, officer, employee or agent is proper in the circumstances. The determination must be made:

- (a) By the shareholders;
- (b) By the board of directors by majority vote of a quorum consisting of directors who were not parties to the act, suit or proceeding;
- (c) If a majority vote of a quorum consisting of directors who were not parties to the act, suit or proceeding so orders, by independent legal counsel in a written opinion; or
- (d) If a quorum consisting of directors who were not parties to the act, suit or proceeding cannot be obtained, by independent legal counsel in a written opinion.

5. The articles of incorporation, the bylaws or an agreement made by the corporation may provide that the expenses of officers and directors incurred in defending a civil or criminal action, suit or proceeding must be paid by the corporation as they are incurred and in advance of the final disposition of the action, suit or proceeding, upon receipt of an undertaking by or on behalf of the director or officer to repay the amount if it is ultimately determined by a court of competent jurisdiction that he is not entitled to be indemnified by the corporation. The provisions of this subsection do not affect any rights to advancement of expenses to which corporate personnel other than directors or officers may be entitled under any contract or otherwise by law.

6. The indemnification and advancement of expenses authorized in or ordered by a court pursuant to this section:

- (a) Does not exclude any other rights to which a person seeking indemnification or advancement of expenses may be entitled under the articles of incorporation or any bylaw, agreement, vote of shareholders or disinterested directors or otherwise, for either an action in his official capacity or an action in other capacity while holding his office, except that indemnification, unless ordered by a court pursuant to subsection 2 or for the advancement of expenses made pursuant to subsection 5, may not be made to or on behalf of any director or officer if a final adjudication establishes that his acts or omissions involved intentional misconduct, fraud or a knowing violation of the law and was material to the cause of action.

II-3

- (b) Continues for a person who has ceased to be a director, officer, employee or agent and inures to the benefit of the heirs, executors and administrators of such a person.

ITEM 25. OTHER EXPENSES OF ISSUANCE AND DISTRIBUTION.

The following table sets forth the various expenses which will be paid

by the Company in connection with the securities being registered. With the exception of the SEC registration fee, all amounts shown are estimates.

SEC registration fee.....	\$4,998.42
Legal fees and expenses (including Blue Sky).....	25,000.00
Accounting Fees and Expenses.....	5,000.00
Miscellaneous.....	501.58

Total.....	\$ 35,500.00
	=====

ITEM 26. RECENT SALES OF UNREGISTERED SECURITIES

During the past three years, the following securities were sold by the Company without registration under the Securities Act. Except as otherwise indicated, the securities were sold by the Company in reliance upon the exemption provided by Section 4(2) of the Securities Act, among others, on the basis that such transactions did not involve any public offering and the purchasers were sophisticated with access to the kind of information registration would provide.

In December 1995, the Company initiated a 1 for 10 reverse stock split and changed the par value of its stock to \$.001 per common share. In January 1997, the Company initiated a 2 for 1 stock split and changed the par value of its Common Stock to \$.0005 per common share. All shares referred to below refer to post split amounts.

(a) On August 24, 1994, the Company issued 72,000 restricted shares to Dr. Robert Pollack in total repayment of a debt of \$18,000. The debt was incurred over a period of fifteen months and included \$820 worth of interest.

(b) On August 24, 1994, 1,134 restricted shares were issued to Robert Moore in payment of a debt owed to him of \$1,000 for the installation of fixed assets.

(c) On August 24, 1994, 50,000 restricted shares were issued to Smith-Felver as payment for advertising services rendered to the Company.

(d) On September 26, 1994, the Company issued 20,000 restricted shares of Common Stock to Dr. John Godfrey in satisfaction of \$8,750 owed by the Company to Dr. Godfrey. The amounts were owed for services rendered to the Corporation.

II-4

(e) On September 29, 1994, the Company issued 48,000 restricted shares to Dr. and Mrs. John Godfrey in full repayment of a loan owing to them in the amount of \$12,000.

(f) On September 30, 1994, Ms. Lydia Pollack purchased 10,668 restricted shares of the Company for \$4,000 in cash.

(g) During the period October 1, 1994 through September 30, 1995, various individuals purchased an aggregate of 334,667 shares of restricted Common Stock from the Company as follows:

NAME	NUMBER OF SHARES	PRICE
- - - - -	-----	-----
C. Witmer	10,000	\$5,000
V. Taylor	2,000	1,000
J. Gennello	8,000	4,000
G. Eichhorn	6,000	3,000
S. Carey	3,000	1,500
K. McCullian	3,000	1,500
D. Wyeth	400	200
M. McCullian	10,000	5,000
T. Burke	4,000	2,000
D. Palmer	600	300
J. Krow	5,000	2,500
J. Hanson	4,000	2,000
G. Agular	3,000	1,500
C. Baldwin	6,000	3,000
E. Hesselson	2,000	1,000
E. Geyer	6,667	4,000
J. Gibbons	2,000	1,500
S. Macknin	5,000	2,500
J. Macknin	5,000	2,500
G. Snell	1,600	1,000
J. McIlhinney	4,000	2,000
M. Hanson	7,000	3,500
L. Snyder	1,000	500
R. Turner	206,000	181,000

P. Kaplan	20,000	10,000
R. Pollack	9,400	4,050

(h) During the period October 1, 1994 through September 30, 1995, various individuals were issued an aggregate of 176,342 restricted shares in return for goods and services rendered by the following individuals and entities: Dr. Riley (70,000 shares), S. Novick (4,000 shares), J. Godfrey (10,938 shares), M. Robbins (8,200 shares), R. Pollack (25,000 shares), Smith-Felver (20,000 shares), Lenape Valley (6,000 shares), M. Moreni (4,000 shares), S. Marcolini (10,000 shares), C. Bistrack (1,700 shares), T. MacAniff (12,000 shares), and Joel, Inc. (4,504 shares). The shares were issued in satisfaction of \$110,214 owed by the Company to such individuals and entities.

(i) In February 1995, the Company sold an aggregate of 319,400 shares of Common Stock to accredited investors in a private

II-5

placement. The Company total consideration of \$199,625 from the sale and paid commissions aggregating \$13,750.

(j) On December 1, 1995, the Company entered into a marketing agreement with Pacific Rim Pharmaceuticals for developing a market for the Company's products in the Far East. Pacific Rim Pharmaceuticals was issued 300,000 options to purchase Common Stock at a per share exercise price of \$.50.

(k) On December 1, 1995, William Reilly and Thomas MacAniff received options to purchase 200,000 and 300,000 shares of the Common Stock of the Company, respectively. The options have a per share exercise price of \$.75 and were granted for services rendered by Messrs. MacAniff and Reilly to the Company.

(l) On December 15, 1995, the Company issued an aggregate of 1,200,000 shares of Common Stock to the following individuals in consideration for the cancellation of accrued salaries, fees and expenses due to such individuals:

NAME:	NUMBER OF SHARES:
- - - - -	- - - - -
Guy Quigley	600,000
Charles Phillips	200,000
Eric Kaytes	40,000
Wendy Quigley	120,000
Robert L. Pollack	40,000
William Reilly	200,000

(m) On December 15, 1995, the Company issued an aggregate of 1,000,000 Class D warrants, each to purchase one share of the Company's Common Stock at a per share exercise price of \$.50. The warrants were granted to the following individuals in consideration for services rendered to the Company by such individuals:

NAME:	NUMBER OF WARRANTS:
- - - - -	- - - - -
Guy Quigley	200,000
Charles Phillips	150,000
Eric Kaytes	60,000
Wendy Quigley	200,000
Robert L. Pollack	60,000
William Reilly	100,000
Marielle Reilly	100,000
Kariba Holdings	130,000

(n) In April 1996, the Company sold 94,000 shares of Common Stock in a private placement through Windsor Capital for gross proceeds of \$58,750.

(o) In June 1996, the Company sold 40,000 shares of Common Stock to Mr. Washburn in a private sale for total consideration of \$25,000.

II-6

(p) In June 1996, the Company issued 2,000 shares of Common Stock to Anthony Calabreze in connection with a private sale for an aggregate purchase price of \$1,250,000.

(q) In June 1996 and September 1996, the Company issued an aggregate of 88,000 shares of Common Stock to A. Giordano in connection with the exercise of warrants previously granted to Mr. Giordano for underwriting services.

(r) In June 1996, the Company issued 600,000 shares of Common Stock to Diversified Corporate Consultants in consideration of \$300,000 and for future

public relations and capital placement services.

(s) In August 1996 the Company issued an aggregate of 30,000 shares of Common Stock to A. Waterford Holdings in connection with the exercise of previously granted options.

(t) On October 1, 1996, the Company granted Diversified Consultants options to purchase an aggregate of 350,000 shares of Common Stock at a per share exercise price of \$1.75. The Options were granted in connection with the execution of a marketing and shareholder relations agreement.

(u) On October 1, 1996, the Company granted Sands Brothers Ltd. options to purchase an aggregate of 800,000 shares of Common Stock at a per share exercise price of \$1.75. The Options were granted in connection with entering into an investment banking agreement.

(v) On July 1, 1996, the Company granted 1,700,000 Class E warrants, each to purchase one share of the Company's Common Stock at a per share exercise price of \$1.75. The warrants were granted to the following individuals in consideration for services rendered to the Company:

NAME:	NUMBER OF WARRANTS:
- - - - -	- - - - -
Guy Quigley	300,000
Charles Phillips	300,000
Eric Kaytes	50,000
Wendy Quigley	200,000
Robert L. Pollack	50,000
William Reilly	140,000
Marielle Reilly	100,000
Thomas MacAniff	60,000
Prophase Management	200,000
Kariba Holdings	300,000

(w) On November 5, 1996, the Company granted 350,000 Class F warrants, each to purchase one share of the Company's Common Stock at a per share exercise price of \$2.50. The warrants were granted to the following individuals in consideration for services rendered to the Company:

II-7

NAME:	NUMBER OF WARRANTS:
- - - - -	- - - - -
Guy Quigley	75,000
Charles Phillips	75,000
George Longo	50,000
Eric Kaytes	25,000
Robert L. Pollack	25,000
William Reilly	50,000
Ted Karkus	50,000

(x) On May 6, 1997, the Company granted 650,000 Class G warrants, each to purchase one share of the Company's Common Stock at a per share exercise price of \$10.00. The warrants were granted to the following individuals in consideration for services rendered to the Company:

NAME:	NUMBER OF WARRANTS:
- - - - -	- - - - -
Guy Quigley	140,000
Charles Phillips	85,000
George Longo	75,000
Eric Kaytes	35,000
Frank Merlino	10,000
William Reilly	50,000
Prophase Management	50,000
Thomas MacAniff	200,000
A. J. Robbins, MD	5,000

(y) On May 6, 1997, the Company issued 350,000 Class G warrants to purchase shares of the Company's Common Stock at a per share exercise price of \$10.00. The warrants were issued as part of a settlement agreement with Sands Brothers Ltd.

ITEM 27. EXHIBITS AND FINANCIAL STATEMENT SCHEDULES

(a) Exhibits:

EXHIBIT NO.	
*3.1	Articles of Incorporation of the Company (as amended).
*3.2	Certificate to Increase the Number of Authorized Shares of the Company.
*3.3	Bylaws of the Company as currently in effect.
*5	Opinion of Olshan Grundman Frome & Rosenzweig LLP with respect to legality of the Common Stock.
*10.1	Stock Option Plan for Consultants, Advisors and Non-

- Employee Directors.
- *10.2 Exclusive Representation and Distribution Agreement dated May 4, 1992 between the Company and Godfrey Science & Design, Inc. et al.
- *10.3 Employment Agreement dated June 1, 1995 between the Company and Guy J. Quigley.
- *10.4 Exclusive Master Broker Wholesale Distributor and Non-Exclusive National Chain Broker Agreement dated July 22, 1994 between the Company and Russell Mitchell.

II-8

- **10.5 United States Exclusive Supply Agreement dated March 17, 1997 (portions of this exhibit are omitted and were filed separately with the Securities Exchange Commission pursuant to the Company's application requesting confidential treatment in accordance with Rule 406 of Regulation C as promulgated under the Securities Act of 1933).
- *23.1 Consent of Olshan Grundman Frome & Rosenzweig LLP, included in Exhibit No. 5.

II-9

- *23.2 Consent of Nachum Blumenfruct, CPA.
- *25.0 Power of Attorney, included on the signature page to this Registration Statement.

- - - - -
* Previously filed.
** Filed herewith.

ITEM 28. UNDERTAKINGS.

The undersigned Registrant hereby undertakes:

(1) File, during any period in which it offers or sales securities, a post-effective amendment to this registration statement to;

- (i) Include any prospectus required by Section 10(a)(3) of the Securities Act of 1933;
- (ii) Reflect in the prospectus any facts or events which, individually or together, represent a fundamental change in the information in the registration statement;
- (iii) Include any additional or changed material information on the plan of distribution.

(2) For determining liability under the Securities Act of 1933, treat each post-effective amendment as a new registration statement of the securities offered, and in the offering of such securities at that time to be the initial bona fide offering.

(3) File a post-effective amendment to remove from registration any of the securities that remain unsold at the end of the offering.

Insofar as indemnification for liabilities arising under the Securities Act may be permitted to directors, officers and controlling persons of the small business issuer pursuant to the foregoing provisions, or otherwise, the small business issuer has been advised that in the opinion of the Securities and Exchange Commission such indemnification is against public policy as expressed in the Securities Act and is, therefore, unenforceable.

II-10

In the event that a claim for indemnification against such liabilities (other than the payment by the small business issuer of expenses incurred or paid by a director, officer or controlling person of the small business issuer in the successful defense of any action, suit or proceeding) is asserted by such director, officer or controlling person in connection with the securities being registered, the small business issuer will, unless in the opinion of its counsel the matter has been settled by controlling precedent, submit to a court of appropriate jurisdiction the question of whether such indemnification by it is against public policy as expressed in the Securities Act and will be governed by the final adjudication of such issue.

II-11

SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, the Company certifies that it has reasonable grounds to believe that it meets all of the requirements for filing on Form SB-2 and has duly caused this Registration Statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Doylestown, State of Pennsylvania, on this 29th day of September, 1997.

THE QUIGLEY CORPORATION

/S/ GUY J. QUIGLEY

 Guy J. Quigley, Chief Executive Officer and
 President

Pursuant to the requirements of the Securities Act of 1933, this Registration Statement has been signed below by the following persons in the capacities and on the dates indicated.

SIGNATURE -----	TITLE -----	DATE ----
/S/ GUY J. QUIGLEY - ----- Guy J. Quigley	Chairman of the Board, President, Chief Executive Officer and Director	September 29, 1997
* - ----- George J. Longo	Vice President, Chief Financial Officer and Director (Principal Financial and Accounting Officer)	September 29, 1997
* - ----- Eric H. Kaytes	Vice President, Secretary, Treasurer, and Director	September 29, 1997
* - ----- Charles A. Phillips	Vice President, Chief Operating Officer and Director	September 29, 1997
- ----- Dr. Robert L. Pollack	Director	September 29, 1997
* - ----- A. Jerene Robbins, M.D.	Director	September 29, 1997

*BY: /S/ GUY QUIGLEY

 GUY J. QUIGLEY
 ATTORNEY-IN-FACT

UNITED STATES EXCLUSIVE SUPPLY AGREEMENT

This Agreement dated March 17, 1997, is made by and between The Quigley Corporation, a Nevada corporation with offices at 10 South Clinton Street, Doylestown, PA. 18901 (hereafter referred to as "Quigley"), and JOEL, Inc., a Pennsylvania corporation with offices at 31 North Spruce Street, Elizabethtown, PA. 17022 (hereafter referred to as "JOEL").

George Eby, III ("Eby") is the owner of a certain use patent for the use of zinc gluconate to reduce the duration of the common cold (Patent RE 33,465). John Godfrey ("Godfrey") is the owner of certain patents for flavoring for zinc supplements for oral use (Patent 4,684,528 and 4,758,439). Eby and Godfrey granted to Quigley the exclusive worldwide right to manufacture, distribute and sell zinc gluconate lozenges pursuant to certain license agreements with Eby dated August 24, 1996 and a certain Exclusive Representation and Distribution Agreement with Godfrey dated May 4, 1992.

JOEL has demonstrated that it is capable of producing the Product, as defined herein, utilizing the product formulation, including the Patents, all as more particularly set forth in Exhibit A hereto (collectively, the "Formula"). (Lozenges produced pursuant to the Formula and any revision thereto, are referred to herein individually as the "Lozenge" and collectively as the "Product" or "Lozenges".) The Product is currently marketed and sold by Quigley under the trademark COLD-EEZE (the "Trademark"). The Trademark is owned by Quigley. Quigley also plans to market and sell the Lozenges in bulk, or in packaging which may not use the Trademark.

Quigley desires JOEL to produce its total United States requirements for the Product and JOEL desires to undertake this requirement of this Agreement in accordance with the terms and conditions set forth herein.

NOW, THEREFORE, Quigley and JOEL, in consideration of the mutual covenants and conditions hereinafter set forth, and intending to be legally bound, hereby agree as follows:

1. INCORPORATION OF RECITALS AND EXHIBITS. The above recitals and each Exhibit identified in this Agreement are made a part of this Agreement by such reference.

2. SERVICES AND SPECIFICATIONS. JOEL shall manufacture the Product in accordance with the Formula and in accordance with applicable laws, rules and regulations, Good Manufacturing Practices are promulgated by the U.S. Food and Drug Administration ("FDA") from time to time prevailing in the industry (collectively, the "Specifications").

3. EXCLUSIVE UNITED STATES SUPPLY. To enable JOEL to manufacture the Products pursuant to the terms and conditions of this Agreement, Quigley grants to JOEL a United States exclusivity to manufacture the Product using the Formula, which includes the Patents, as defined in the following sentence. The Patents shall include the patents listed in Exhibit A, including without limitation all reissues, divisions, continuations, renewals, extensions and continuations-in-part thereof, and any other pending and future patents necessary or useful to manufacture the Product (collectively called the "Patents"). In the event that JOEL is unable to meet the manufacturing demands of Quigley and with the written permission of Quigley, JOEL shall have the right to appoint approved third parties to manufacture the Product in accordance with the Formula; provided said approved third party executes a confidentiality agreement as set forth in paragraph 10, JOEL shall have the responsibility of such approved parties, as if JOEL was the manufacturer of the Product.

4. PRODUCTION. Because the Product is a new product, Quigley has not yet accurately forecast the number of Lozenges that it will require for the calendar year 1997. In addition, during calendar 1997, JOEL will be in the process of transitioning other business and expanding its production capabilities to exclusively produce the Product. For these reasons, JOEL cannot guarantee that it will be able to supply all of Quigley's total requirements in 1997. Therefore, for the calendar year 1997, JOEL shall have met its obligations under this Agreement if JOEL uses its best efforts to supply all of Quigley's requirements.

Beginning in January of 1998, JOEL agrees to supply all of Quigley's requirements for Product provided that throughout the term of this Agreement, Quigley shall provide JOEL with estimated annual forecasts and quarterly rolling forecasts which will allow JOEL to plan for Quigley's production and inventory requirements. Quigley's forecasts shall be based on a good faith analysis of the

market for the Product as is ascertained from prior years sales. Quigley agrees that JOEL shall have met its obligations under this Agreement if JOEL meets Quigley's quarterly forecasts. Quigley shall provide its forecast for 1998 to JOEL on or before December 1, 1997.

Pursuant to paragraph 3 of this Agreement, in order to meet Quigley's requirements JOEL may contract with approved third parties to manufacture the Product. Within the United States marketplace, Quigley shall not produce itself, or acquire from an

-2-

approved third party, any Product during the term of this Agreement.

5. ORDERS FOR PRODUCT: INVENTORY. Product shall be held in inventory in JOEL's warehouse located at 500 North 15th Avenue, Lebanon, Pennsylvania, pending receipt of orders and shipping instructions from Quigley. Upon receipt of orders from Quigley, JOEL shall pack and ship Product in accordance with such order and shipping instructions. All shipping costs shall be borne by Quigley. JOEL shall provide Quigley with such shipping records attached to a copy of the packing list/invoice identifying the customer, P/O number, carrier and destination, along with any other relevant information and/or documentation as Quigley shall reasonably request to determine compliance with shipping instructions.

Within sixty (60) days of execution of this Agreement, JOEL shall notify Quigley of the maximum number of units of Packaged Product, as defined in paragraph 15 which it can store in inventory at its current warehouse. In no event may Quigley require JOEL to maintain inventory in excess of such number. Should it become necessary or desirable to maintain inventory levels in excess of such number, JOEL shall, within such time period as is reasonable under the circumstances, make arrangements for additional warehouse space, the costs of which shall be borne by Quigley.

6. QUIGLEY'S RESPONSIBILITIES. Quigley shall be responsible for all advertising, marketing, sales and delivery of the Product. Throughout the term of this Agreement Quigley, at its sole cost and expense, shall use its best efforts to diligently and continuously promote, develop and maintain a substantial, permanent and expanding business for the Product.

7. PAYMENT. Quigley shall pay JOEL according to the payment schedule set forth on Exhibit B. The parties acknowledge that the number of Lozenges per package and the type of packaging required by Quigley may vary, as more fully set forth in Exhibit B. The term "Unit" as used herein shall mean any one of the Product items listed on Exhibit B. JOEL shall submit daily invoices to Quigley identifying the number of Units of each Product items produced. In the event JOEL contracts with approved third parties to produce the Product, JOEL shall include on the daily invoices all Product items produced and shipped by such parties during the preceding week. Payment for Product produced by approved third parties shall be made by Quigley to JOEL in accordance with the payment schedule set forth on Exhibit B. JOEL shall be responsible for paying such approved third parties out of payments from Quigley. All invoices from JOEL shall be due and payable by Quigley in full within thirty (30) business days from the date of each invoice, subject to a two percent reduction for payments made within ten (10) days.

-3-

8. PRICE ADJUSTMENT . Within 60 days of execution of this Agreement, JOEL shall provide Quigley with a detailed list of JOEL's current cost for ingredients and other supplies, (the "Original Procurement Cost"). In the event JOEL's actual costs increase with reference to the Original Procurement Cost, then JOEL shall provide Quigley detailed data concerning its actual costs of procuring the ingredients and other supplies. The per Unit price payable to JOEL shall be increased by the total per Unit cost increase of all ingredients and other supplies. Such price adjustment shall be effective with respect to all invoices issued to Quigley thirty (30) days after notice of the procurement cost change is received by Quigley. In addition, in the event JOEL's total production costs increase by more than ten percent (10%) over JOEL's total production costs as of the date of this Agreement, the parties shall negotiate, in good faith, and mutually agree upon an increase in the price of the Product. In the event that the parties cannot agree to such an increase, JOEL shall have the right to seek arbitration and both parties will be subject to its findings. In the event of a market driven decrease in Quigley's wholesale prices, Quigley shall have the right to negotiate a reduced manufacturing cost from JOEL. In the event that the parties cannot agree to such a decrease, Quigley shall have the right to seek arbitration and both parties will be subject to its findings.

9. RISK OF LOSS; INSURANCE. Risk of loss to Product passes to Quigley when the manufacturing process is completed. Quigley shall be responsible for insuring all Product in the care, custody or control of JOEL and any other suppliers of Product, against loss or damage from perils covered by an

"all risk" property insurance policy in the amount of the market value of such Product. Additionally, Quigley shall carry and maintain, at all times and at Quigley's sole cost and expense, (a) Commercial General Liability coverage, including Product/Completed Operations, in the amounts of at least One Million Dollars (\$1,000,000.00) any one occurrence and Two Million Dollars (\$2,000,000.00) Products/Completed Operation Aggregate. Two Million Dollars (\$2,000,000.00) policy General Aggregate; (b) property coverage for comprehensive perils to protect the interests of Quigley and JOEL as respects property of Quigley in the care, custody and control of JOEL to a limit of at least Ten Million Dollars (\$10,000,000.00). JOEL and any other suppliers of Product shall be named as an additional named insured in the policies described in (a) and (b) above. Such policies shall be carried with insurance companies acceptable to JOEL and each shall provide that its terms and conditions shall not be altered, cancelled or changed until ten (10) days after termination or cancellation of this Agreement. A certificate of such insurance coverage shall be furnished to JOEL.

JOEL shall, at all times and at JOEL's sole cost and expense, carry and maintain (a) Commercial General Liability coverage, including Product/Completed Operations, in the amounts of at least

-4-

One Million Dollars (\$1,000,000.00) any one occurrence and Two Million Dollars (\$2,000,000.00) Products/Completed Operation Aggregate. Two Million Dollars (\$2,000,000.00) policy General Aggregate; (b) property coverage for comprehensive perils to protect the interests of Quigley and JOEL as respects property of Quigley in the care, custody and control of JOEL to a limit of at least Ten Million Dollars (\$10,000,000.00) and (c) such statutory worker's compensation insurance as is required by local law for JOEL's employees engaged in providing services hereunder. Quigley shall be named as an "additional insured" upon JOEL's Commercial General Liability policy described in (a) above and as "loss Payee" under the JOEL Property policy described in (b) above. Such policies shall be carried with insurance companies acceptable to Quigley and each shall provide that its terms and conditions shall not be altered, cancelled or changed until ten (10) days after termination or cancellation of this Agreement. A certificate of such insurance coverage shall be furnished to Quigley.

10. CONFIDENTIALITY. All business and technical information, whether in written or oral form and including, but not limited to the Formula, which Quigley may disclose to JOEL, or to any employee, agent or representative of JOEL, shall be received and retained by JOEL and its employees, agents and representatives as strictly confidential and, except as provided for herein, may not be disclosed to any third party. JOEL shall only use such information in connection with the production and packaging of Product, and shall not disclose the same to any person not having a need to know. JOEL shall inform each of its officers, employees or agents working with or otherwise having access to such information of his or her obligation to maintain the confidentiality of Quigley's confidential and proprietary information. Nothing in this paragraph shall prohibit JOEL from disclosing such information to any approved third party who is manufacturing the Product for JOEL, provided the approved third party has entered into a written confidentiality agreement with Quigley.

All business and technical information, whether in written or oral form and including, but not limited to, packaging, manufacturing processes, quality control standards, coding systems and all business information such as supplier lists, costs and the like, which JOEL may disclose to Quigley, or to any employee, agent or representative of Quigley, shall be received and retained by Quigley and its employees, agents and representatives as strictly confidential and, except as provided for herein, may not be disclosed to any third party. Quigley shall not disclose the same to any person not having a need to know. Quigley shall inform each of its officers, employees or agents working with or otherwise having access to such information of his or her obligation to maintain the confidentiality of JOEL is confidential and proprietary information.

-5-

Neither party shall have an obligation of confidentiality with respect to information which:

(a) was publicly available at the time of receipt from the disclosing party or subsequently becomes publicly available without breach of an obligation assumed or duty owed by the nondisclosing party; or

(b) was known and can be shown to have been known by the nondisclosing party at the time of receipt from the disclosing party and was not acquired on a confidential basis; or

(c) becomes known to the nondisclosing party on a non-confidential basis through a third party whose own acquisition and

disclosure were independent of the nondisclosing party, not in breach of any obligation hereunder and not on a confidential basis; or

(d) is required by law, after prior notice is given to the disclosing party; or

(e) is approved for disclosure by the disclosing party in writing.

11. RETURN OF DOCUMENTS, ETC. All originals and copies (in whatever format) of written business and technical information and extracts thereof identified or reasonably identifiable as confidential or proprietary to Quigley or JOEL shall be and remain the exclusive property of the disclosing party at all times, and shall be returned to the disclosing party upon the termination of this Agreement or upon the disclosing party's request.

12. JOEL'S REPRESENTATIONS. JOEL represents and warrants that as of the date the Product is produced and packed by JOEL, such Product will meet the Specifications.

13. FORMULA OWNERSHIP. Quigley represents and warrants that it is the owner of the worldwide manufacturing, distribution and marketing rights to the Formula and has the authority to grant to JOEL the right to use the same in the manufacture of the Product for Quigley. Quigley has taken, or shall take such actions as are necessary to secure and protect the right to sell the Product in the United States.

14. APPROVED THIRD PARTY MANUFACTURING. In accordance with paragraph 3 of this Agreement, JOEL shall have the right to contract with approved third parties to manufacture the Product for Quigley, contingent upon approved third parties fulfilling paragraph 10 of this Agreement.

15. PACKAGING. JOEL shall be responsible for packaging the Product, and Quigley agrees that JOEL may contract with approved

-6-

third party suppliers for such packaging. The packaging material used with the Product, as well as every use of any Quigley trademarks, shall be subject to the prior written approval of Quigley. Quigley hereby approves the packaging, including the use of the Trademarks on such packaging, currently in use (the "Packaged Product"). JOEL shall not adhere any label or other printed material on Product which has not received prior written approval by Quigley. JOEL agrees that it shall include such trademark and copyright notices on the Product packaging as Quigley may designate.

16. INDEMNITY BY QUIGLEY. In the event of (i) consumer, customer, governmental agency or other third party complaints, demands, claims or legal actions alleging illness, injury, death or damage as a result of the consumption or use of any Product except for any claim arising from JOEL's failure to manufacture the Product according to the Specifications, (ii) claims or legal action alleging patent or copyright infringement, violations of any patent rights or copyrights or unfair competition or trade secrets or trademarks or other rights of any approved third party which arise out of or relate to the Product, Formula or packaging; or (iii) any other claim arising out of or related to JOEL's production, storage or use of the Product or Formula, except to the extent attributable to JOEL, Quigley shall indemnify, defend and hold JOEL harmless from and against any and all liability, loss or damage (including lost profits), cost or expense (including court costs and reasonable attorney's fees), arising out of, resulting from or in any way connected with such complaint, demand, claim, or legal action. Quigley shall assume full responsibility for, and pay the expense of, the investigation, defense, legal fees, settlement costs and payment of all such complaints, demands, claims and legal actions, provided that JOEL may, at its expense, participate in any legal action through counsel of its own choice. JOEL shall promptly notify Quigley of any such complaint, demand, claim or legal action and cooperate in the defense thereof.

17. INDEMNITY BY JOEL. In the event of consumer, customer, governmental agency, or third party complaints, demands, claims or legal actions alleging illness, injury, death or damage as a result of the consumption or use of any Product arising from JOEL's failure to manufacture Product according to Specifications, JOEL shall indemnify, defend and hold Quigley harmless from and against any and all liability, loss or damage (including lost profits), cost or expense (including court costs and reasonable attorney's fees), arising out of, resulting from or in any way connected with such complaint, demand, or claim. JOEL shall assume full responsibility for, and pay the expense of, the investigation, defense, legal fees, settlement costs and payment of all such complaints, demands, claims and legal actions, provided that Quigley may, at its expense, participate in any legal action through counsel of its own choice. Quigley shall promptly notify

-7-

JOEL of any such complaint, demand, claim or legal action and cooperate fully in the defense thereof.

18. BOOKS AND RECORDS. During the term of this Agreement, each party shall prepare, maintain and retain complete and accurate books and records relating to the respective party's obligation under this Agreement, including the production, storage, packaging, marketing, sale, purchase and distribution of the Product. All such books and records prepared, maintained or retained pursuant to this Agreement shall be made available to the other party for inspection upon reasonable notice and during regular business hours.

19. INSPECTION BY QUIGLEY. At any time while this Agreement remains in effect, Quigley shall have the right to send one or more of its authorized employees or representatives to observe and inspect, upon reasonable notice and during scheduled business and manufacturing hours, the Product manufacturing and packaging process, JOEL's plant and any other facilities utilized in providing the services, including the inventory and storage of Product.

20. TERM. This Agreement shall be effective as of the date set forth in the first paragraph of this Agreement and shall continue in effect for a period of three years, with yearly renewal thereafter, unless terminated by either party upon two (2) years written notice.

21. TERMINATION RIGHT. Either party may also terminate this Agreement in the following circumstances:

(a) Where the other party has failed to perform or meet any material term or condition hereof and has failed to correct the same within thirty (30) days after written notice of such failure by the non-breaching party, or if the breach is incapable of cure within thirty (30) days after notice, if the breaching party has not commenced efforts to correct the same within the thirty (30) day period; or

(b) If the other party files a petition in bankruptcy or is adjudicated a bankrupt, or if a petition in bankruptcy is filed against it which is not dismissed within thirty (30) days, or if such party becomes insolvent, or makes an assignment for the benefit of creditors, or an arrangement pursuant to any bankruptcy law, or discontinues its business or if a receiver is appointed who is not discharged within thirty (30) days.

22. EFFECT OF TERMINATION. Upon termination of this Agreement, the rights granted hereunder shall terminate and JOEL shall discontinue all use of the Formula. Also, upon termination, JOEL shall either: 1) deliver all completed Product to a location

-8-

designated by Quigley at Quigley's expense, or 2) make the Product available for pick-up by Quigley. In either case, Quigley shall pay JOEL for such completed Product.

23. FORCE MAJEURE. Either party shall be excused from performance and liability under this Agreement to the extent that such performance is prevented by an Act of God, strike or other labor dispute, war condition, civil disorder, embargo, fire, flood, accident or any other casualty beyond the reasonable control of such party.

24. NONCOMPETITION. JOEL agrees that, while this Agreement remains in effect and until termination of the Patents, it will not manufacture, process, or package any zinc-based lozenges, provided Quigley purchases all of its United States requirements from JOEL or approved third parties. Beginning on or before January 1, 1998, while this Agreement remains in effect JOEL shall not produce any other zinc lozenges for any third party, provided Quigley purchases all of its United States requirements from JOEL or approved third parties.

25. RIGHT OF FIRST OFFER. Quigley shall have a right of first offer to purchase JOEL's business as set forth herein. JOEL shall give Quigley written notice of JOEL's election to offer its entire business for sale to third parties. Quigley shall have thirty (30) business days after the receipt of said notice (the "Offer Period") to make a written offer (the "Offer") to JOEL which shall set forth the basic terms and conditions upon which Quigley would be willing to enter into a binding agreement for the purchase of JOEL's business. Upon JOEL's acceptance of the Offer, the parties shall negotiate in good faith for a period of not more than sixty (60) business days after such acceptance (the "Negotiation Period") in order to enter into a binding agreement for the sale of the business to Quigley in accordance with the terms and conditions of the accepted Offer. The right of first offer shall automatically expire and terminate upon the earlier of: (i) Quigley's failure to make an Offer within the Offer Period; (ii) JOEL's good faith rejection of the offer within the Offer period; or (iii) the failure or inability of Quigley and JOEL in good faith to enter into a binding purchase agreement within the Negotiation Period. Upon the

expiration of the Right of First Offer, JOEL shall be permitted to offer the business for sale to any third party and neither Quigley nor JOEL shall have any further rights or obligations under the terms of this paragraph, provided that the manufacture of the Products by a purchasing party shall require Quigley's permission and approval for such manufacture and such permission and approval shall not unreasonably be withheld.

26. RELATIONSHIP. The relationship between Quigley and JOEL is that of independent contractor. This Agreement shall not be construed as creating between Quigley and JOEL the relationship of principal and agent, joint venturers, co-partners or any other

-9-

similar relationship, nor shall JOEL be considered in any sense an affiliate or subsidiary of Quigley. Neither party shall have any authority to create or assume, in the other's name, any obligation, express or implied, or to act or purport to act as the other's agent or legally empowered representative for any purpose whatsoever. Neither party shall be liable to any third party in any way for any engagement, obligation, commitment, contract, representation, transaction, act or omission of the other except as expressly provided herein.

27. SEVERABILITY. In the event that any provision of this Agreement is declared invalid or contrary to any law, rule, regulation or public policy of the United States or any state, all of the remaining provisions hereof shall continue in full force and effect.

28. SURVIVAL OF REPRESENTATIONS. The provisions set forth in paragraphs 7, 10, 11, 16, 17, 24, and 19 of this Agreement, as well as all of the representations, warranties, indemnities and guarantees of JOEL and Quigley contained in this Agreement, shall survive the termination or cancellation of this Agreement.

29. GOVERNING LAW. This Agreement shall in all respects be governed by the laws of the Commonwealth of Pennsylvania. The parties further specifically agree that any action or proceeding arising out of or in connection with this Agreement shall be venued in the Federal District Court for the Middle District of Pennsylvania sitting in Harrisburg, or, if appropriate, the Court of Common Pleas for Dauphin County, Pennsylvania, and hereby consent to the jurisdiction of each of said courts or if appropriate, the Court of Common Pleas for Bucks County, Pennsylvania and hereby consent to the jurisdiction of each of said courts.

30. NOTICES. Any notice or other communication required or permitted to be given pursuant to this Agreement shall be deemed to have been sufficiently given if in writing and delivered by hand or by telefax transmission (with a mandatory written confirmation, via a recognized overnight courier, as provided below) or sent by registered or certified mail (postage prepaid) or by express courier or express mail, fees prepaid, addressed as indicated below:

(a) If to Quigley:

The Quigley Corporation
10 South Clinton Street
Doylestown, PA. 18901
ATTN: Charles A. Phillips
Telephone No.: (215) 345-0919
Fax No. (215) 345-5920

-10-

With a copy to:

Thomas F. J. MacAniff, Esquire
Eastburn and Gray, P.C.
60 East Court Street
Post Office Box 1389
Doylestown, PA. 18901-4350
Telephone No.: (215) 345-7000
Fax No. (215) 345-9142

(b) If to JOEL:

JOEL, Inc.
31 North Spruce Street
Elizabethtown, PA. 17022
ATTN: David B. Deck
Telephone No.: (800) 367-2441
Fax No. (717) 367-4055

With a copy to:

Franklin A. Miles, Jr., Esquire
McNees, Wallace & Nurick
100 Pine Street
Post Office Box 1166
Harrisburg, PA. 17108 -1166
Telephone No.: (717)237-5287
Fax No. : (717)237-5300

Either party may, by notice as aforesaid, designate a different address for notices or other communications intended for it.

Any notice which is delivered in the manner provided herein (provided mandatory confirmation copies are sent) shall be deemed to have been duly given to the party to whom it is directed upon actual receipt by such party.

31. ASSIGNMENT. Neither party shall assign or transfer this Agreement or their rights or obligations hereunder without the prior written consent of the other party, which consent shall not be unreasonably withheld.

32. ENTIRE AGREEMENT. This Agreement constitutes the entire understanding between the parties relating to the subject matter of this Agreement and supersedes and cancels any and all previous contracts, irrevocable corporate purchase orders, agreements or understandings between the parties with respect thereto. This Agreement may not be altered or amended except by a written instrument executed by duly authorized representatives of Quigley and JOEL. Unless expressly agreed by both parties, this Agreement shall not be altered or amended by any purchase order issued by

-11-

Quigley. No waiver hereunder shall be asserted or effective except upon a written instrument executed by the party against whom the waiver is asserted.

33. HEADINGS. The headings contained herein are inserted for convenience only and shall not be deemed to have any substantive meaning.

34. NO WAIVER. Any failure to either party to notify the other of a violation, default or breach of this Agreement or to terminate this Agreement on account thereof shall not constitute a waiver of such violation, default or breach, or a consent, acquiescence or waiver of any later violation, default or breach, whether of the same or a different character.

35. AUTHORIZATION: ACCEPTANCE. Each party hereto warrants and represents to the other that all necessary corporate actions and approvals have been taken and given, and that upon execution by its duly authorized representative, this Agreement shall be a binding obligation of such party.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives on the day and year first above written.

The Quigley Corporation

By: /S/ GUY J. QUIGLEY

Name: Guy J. Quigley
Title: President

JOEL, Inc.

By: /S/ DAVID B. DECK

Name: David B. Deck
Title: President

-12-

EXHIBIT A

JOEL, INC. PHARMALAZ AND SIMON DIVISION

SUBJECT: SPECIFICATION SHEET FOR QUIGLEY COLD EEZE CHERRY FLAVOR

RX:301

Sensory Tests	Action Limits	Stability Limits	Release Limits
Appearance	NMT 3*	NMT 3*	Oval lozenge with convex side
Color	NMT 3*	NMT 3*	Light brown
Odor	NMT 3*	NMT 3*	Sweet no off odors
Taste	NMT 3*	NMT 3*	Astringent with sweet undertones

Physical Properties

Shape			
Length			22.60mm + or - .75mm
width			17.00mm + or - .60mm
thickness			11.20mm + or - .93mm
Weight			4.50grams + or - .20grams
Moisture Content		NMT 2%	1.5% + or - .5%

Active Ingredient

Ionic zinc from Zincum Gluconicum
13.3 mg/lozenge

95.0% to 115.0% of Label Claim	90.0% to 120% of Label Claim	90.0% to 120% of Label Claim
-----------------------------------	---------------------------------	---------------------------------

Inactive Ingredient

Liquid Sucrose -2534.71 mg/lozenge	None	None	None
Corn Syrup - 1769.04 mg/lozenge	None	None	None
Glycine [text omitted]	[omitted]	[omitted]	[omitted]
Copper sulfate [text omitted]	[omitted]	[omitted]	[omitted]
Cherry flavor - 4.31 mg/lozenge	None	None	None

Product Imprinting - "Q" imprinted on two sides of lozenge All lozenges manufactured at Pharmaloz Division must have "Q" imprinted on one side

Note: At present Simon Division product without "Q" imprinting on lozenges. Imprinting will be added after May 5, 1997.

Assay Testing for Active Ingredient Levels (Method:TI001-P)

Wrap and Packaging

Wrap style: Lozenges individually wrapped in bright red PVC film. Bright red PVC film contains "COLD-EEZE" in white lettering.

Package style:

PRINTED BAG STYLE:

Bag material is an adhesive lamination of polypropylene film with an interlaminal coating of PVDC to enhance the oxygen barrier. All printing is trapped within layers of lamination. Bags are heat sealed and coded with packaging code on the front window panel. Lozenge count 18 per bag.

PRINTED BOX STYLE:

Clear cello bag packed in printed box. Clear bags are heat sealed and coded with packaging code on front panel of bag. Lozenge count per bag packed in box - 18 lozenges

*LEGEND CODES FOR DETAILS ON PAGE 1

- NMT - Not More Than
 - NC - No Change
 - 1- Very slight change; noticeable to trained laboratory personnel
 - 2- Definite Change; noticeable to trained laboratory personnel
 - 3- Change barely noticeable to consumer
 - 4- Definite change; noticeable to consumer
 - 5- Extreme Change
-

EXHIBIT A

JOEL, INC. PHARMALOX AND SIMON DIVISION

SUBJECT: SPECIFICATION SHEET FOR QUIGLEY COLD EEZE CITRUS FLAVOR

RX:302

Snsory Tests	Action Limits	Stability Limits	Release Limits
-----	-----	-----	-----
Appearance	NMT 3*	NMT 3*	Oval lozenge with convex side
Color	NMT 3*	NMT 3*	Light brown

Odor	NMT 3*	NMT 3*	Sweet no off odors
Taste	NMT 3*	NMT 3*	Astringent with sweet undertones

Physical Properties

Shape			
Length			22.60mm + or - .75mm
width			17.00mm + or - .60mm
thickness			11.20mm + or - .93mm
Weight			4.50grams + or - .20grams
Moisture Content	NMT 2%		1.5% + or - .5%

Active Ingredient

Ionic zinc from Zincum Gluconicum
13.3 mg/lozenge

95.0% to 115.0%	90.0% to 120%	90.0% to 120%
of Label Claim	of Label Claim	of Label Claim

Inactive Ingredient

Liquid Sucrose -2534.71 mg/lozenge	None	None	None
Corn Syrup - 1769.04 mg/lozenge	None	None	None
Glycine - [text omitted]	[omitted]	[omitted]	[omitted]
Copper Sulfate [text omitted]	[omitted]	[omitted]	[omitted]
Lime Oil - 4.93 mg/lozenge	None	None	None
Lemon Oil - 2.13 mg/lozenge	None	None	None

Product Imprinting - "Q" imprinted on two sides of lozenge All lozenges manufactured at Pharmaloz Division must have "Q" imprinted on one side

Note: At present Simon Division product without "Q" imprinting on lozenges. Imprinting will be added after May 5, 1997.

Assay Testing for Active Ingredient Levels (Method:TI001-P)

Wrap and Packaging

Wrap style: Lozenges individually wrapped in bright red PVC film. Bright red PVC film contains "COLD-EEZE" in white lettering.

Package style: PRINTED BAG STYLE:
Bag material is an adhesive lamination of polypropylene film with an interiaminar coating of PVDC to enhance the oxygen barrier. All printing is trapped within layers of lamination. Bags are heat sealed and coded with packaging code on the front window panel. Lozenge count 18 per bag.

PRINTED BOX STYLE:
Clear cello bag packed in printed box. Clear bags are heat sealed and coded with packaging code on front

panel of bag. Lozenge count per bag packed in box -
18 lozenges

*LEGEND CODES FOR DETAILS ON PAGE 1

NMT - Not More Than
NC - No Change
1- Very slight change; noticeable to trained laboratory personnel
2- Definite Change; noticeable to trained laboratory personnel
3- Change barely noticeable to consumer
4- Definite change; noticeable to consumer
5- Extreme Change

Page 2 of 2

EXHIBIT A

JOEL, INC. PHARMALOX AND SIMON DIVISION

SUBJECT: SPECIFICATION SHEET FOR QUIGLEY COLD EEZE TROPICAL PUNCH FLAVOR

RX:303

Snsory Tests	Action Limits	Stability Limits	Release Limits
-----	-----	-----	-----
Appearance	NMT 3*	NMT 3*	Oval lozenge with convex side
Color	NMT 3*	NMT 3*	Light brown
Odor	NMT 3*	NMT 3*	Sweet no off odors
Taste	NMT 3*	NMT 3*	Astringent with sweet undertones

Physical Properties

Shape

Length	22.60mm + or - .75mm
width	17.00mm + or - .60mm
thickness	11.20mm + or - .93mm

Weight 4.50grams + or - .20grams

Moisture Content NMT 2% 1.5% + or - .5%

Active Ingredient

Ionic zinc from Zincum Gluconicum
13.3 mg/lozenge

95.0% to 115.0% of Label Claim	90.0% to 120% of Label Claim	90.0% to 120% of Label Claim
-----------------------------------	---------------------------------	---------------------------------

Inactive Ingredient

Liquid Sucrose -2534.71 mg/lozenge	None	None	None
Corn Syrup - 1769.04 mg/lozenge	None	None	None
Glycine - [text omitted]	[omitted]	[omitted]	[omitted]
Copper Sulfate [text omitted]	[omitted]	[omitted]	[omitted]
Tropical Punch Flavor - 3.81 mg/lozenge	None	None	None
Product Imprinting - "Q" imprinted on two sides of lozenge			All lozenges manufactured at Pharmaloz Division must have "Q" imprinted on one side

Note: At present Simon Division product
without "Q" imprinting on lozenges.
Imprinting will be added after May 5,
1997.

Assay Testing for Active Ingredient Levels (Method:TI001-P)

Page 1 of 2

Wrap and Packaging

Wrap style: Lozenges individually wrapped in bright orange cello.

Package style: PRINTED BAG STYLE:
Bag material is an adhesive lamination of
polypropylene film with an interiaminar coating of
PVDC to enhance the oxygen barrier. All printing is
trapped within layers of lamination. Bags are heat
sealed and coded with packaging code on the front
window panel. Lozenge count 18 per bag.

PRINTED BOX STYLE:
Clear cello bag packed in printed box. Clear bags are
heat sealed and coded with packaging code on front
pannel of bag. Lozenge count per bag packed in box -
18 lozenges

*LEGEND CODES FOR DETAILS ON PAGE 1

NMT -	Not More Than
NC -	No Change
1-	Very slight change; noticeable to trained laboratory personnel
2-	Definite Change; noticeable to trained laboratory personnel
3-	Change barely noticeable to consumer
4-	Definite change; noticeable to consumer
5-	Extreme Change

EXHIBIT A

JOEL, INC. PHARMALOX AND SIMON DIVISION

 SUBJECT: SPECIFICATION SHEET FOR QUIGLEY COLD EEZE PLUS CHERRY FLAVOR

 RX:304

Ssnsory Tests	Action Limits	Stability Limits	Release Limits
Appearance	NMT 3*	NMT 3*	Oval lozenge with convex side
Color	NMT 3*	NMT 3*	Light brown
Odor	NMT 3*	NMT 3*	Sweet no off odors
Taste	NMT 3*	NMT 3*	Astringent with sweet undertones

Physical Properties

Shape			
Length			24.97mm + or - .75mm
width			18.84mm + or - .60mm
thickness			9.64mm + or - .93mm
Weight			4.50grams + or - .20grams
Moisture Content	NMT 2%		1.5% + or - .5%

Active Ingredient

Ionic zinc from Zincum Gluconicum			
13.3 mg/lozenge			
	95.0% to 115.0% of Label Claim	90.0% to 120% of Label Claim	90.0% to 120% of Label Claim

Inactive Ingredient

Liquid Sucrose - 2585.52 mg/lozenge	None	None	None
Corn Syrup - 1905.12 mg/lozenge	None	None	None

Glycine [text omitted]	[omitted]	[omitted]	[omitted]
Copper sulfate [text omitted]	[omitted]	[omitted]	[omitted]
Cherry flavor - 4.98 mg/lozenge	None	None	None
Product Imprinting - "Q" imprinted on two sides of lozenge	All lozenges manufactured at Pharmaloz Division must have "Q" imprinted on one side		

Assay Testing for Active Ingredient Levels (Method:TI001-P)

Page 1 of 2

Wrap and Packaging

Wrap style: Lozenges individually wrapped in bright red PVC film. Bright red PVC film contains "COLD-EEZE" in white lettering.

Package style: PRINTED BAG STYLE:
 Bag material is an adhesive lamination of polypropylene film with an interiaminar coating of PVDC to enhance the oxygen barrier. All printing is trapped within layers of lamination. Bags are heat sealed and coded with packaging code on the front window panel. Lozenge count 30 per bag.

PRINTED BOX STYLE:
 Clear cello bag packed in printed box. Clear bags are heat sealed and coded with packaging code on front pannel of bag. Lozenge count per bag packed in box - 18 lozenges

 *LEGEND CODES FOR DETAILS ON PAGE 1
 NMT - Not More Than
 NC - No Change
 1- Very slight change; noticeable to trained laboratory personnel
 2- Definite Change; noticeable to trained laboratory personnel
 3- Change barely noticeable to consumer
 4- Definite change; noticeable to consumer
 5- Extreme Change

EXHIBIT A

JOEL, INC. PHARMALOX AND SIMON DIVISION

SUBJECT: SPECIFICATION SHEET FOR QUIGLEY COLD EEZE PLUS CITRUS FLAVOR

RX:305

Snsory Tests	Action Limits	Stability Limits	Release Limits
Appearance	NMT 3*	NMT 3*	Oval lozenge with convex side
Color	NMT 3*	NMT 3*	Light brown
Odor	NMT 3*	NMT 3*	Sweet no off odors
Taste	NMT 3*	NMT 3*	Astringent with sweet undertones

Physical Properties

Shape			
Length			24.970mm + or - .75mm
width			18.84mm + or - .60mm
thickness			9.64mm + or - .93mm
Weight			4.50grams + or - .20grams
Moisture Content	NMT 2%		1.5% + or - .5%

Active Ingredient

Ionic zinc from Zincum Gluconicum
13.3 mg/lozenge

95.0% to 115.0% of Label Claim	90.0% to 120% of Label Claim	90.0% to 120% of Label Claim
-----------------------------------	---------------------------------	---------------------------------

Inactive Ingredient

Liquid Sucrose - 2585.52 mg/lozenge	None	None	None
Corn Syrup - 1905.12 mg/lozenge	None	None	None
Glycine - [text omitted]	[omitted]	[omitted]	[omitted]
Copper sulfate [text omitted]	[omitted]	[omitted]	[omitted]
Lime Oil - 7.52 mg/lozenge	None	None	None
Lemon Oil - 5.44 mg/lozenge	None	None	None

Assay Testing for Active Ingredient Levels (Method:TI001-P)

Wrap and Packaging

Wrap style: Lozenges individually wrapped in clear cello.

Package style: PRINTED BAG STYLE:
Bag material is an adhesive lamination of polypropylene film with an interlaminar coating of PVDC to enhance the oxygen barrier. All printing is trapped within layers of lamination. Bags are heat sealed and coded with packaging code on the front window panel. Lozenge count 30 per bag.

PRINTED BOX STYLE:
Clear cello bag packed in printed box. Clear bags are heat sealed and coded with packaging code on front panel of bag. Lozenge count per bag packed in box - 18 lozenges

*LEGEND CODES FOR DETAILS ON PAGE 1
NMT - Not More Than
NC - No Change
1- Very slight change; noticeable to trained laboratory personnel
2- Definite Change; noticeable to trained laboratory personnel
3- Change barely noticeable to consumer
4- Definite change; noticeable to consumer
5- Extreme Change

EXHIBIT B

PRICE SCHEDULE ON QUIGLEY PRODUCTS

COLD-EEZE(TM) CHERRY - 18 LOZENGES PER BOX; 12 BOXES PER CASE; 12 CASES PER MASTER CASE. (13.3 MG IONIC ZINC)
\$[text omitted].

COLD-EEZE(TM) CITRUS - 18 LOZENGES PER BOX; 12 BOXES PER CASE; 12 CASES PER MASTER CASE. (13.3 MG IONIC ZINC)
\$[text omitted].

COLD-EEZE(TM) CHERRY - 18 LOZENGES PER BAG; 24 BAGS PER CASE;

\$(text omitted). (13.3 MG IONIC ZINC)

COLD-EEZE(TM) CITRUS - 18 LOZENGES PER BAG; 24 BAGS PER CASE;
\$(text omitted). (13.3 MG IONIC ZINC)

COLD-EEZE(TM) TROPICAL FRUIT - 18 LOZENGES PER BAG; 24 BAGS PER CASE;
\$(text omitted). (13.3 MG IONIC ZINC)

COLD-EEZER PLUS CHERRY - 30 LOZENGES PER BAG; 56 BAGS PER CASE;
\$(text omitted). (14.2 MG IONIC ZINC)

COLD-EEZER PLUS CITRUS - 30 LOZENGES PER BAG; 56 BAGS PER CASE;
\$(text omitted). (14.2 MG IONIC ZINC)

COLD-EEZER PLUS CHERRY - 60 LOZENGES PER BAG; 28 BAGS PER CASE;
\$(text omitted). (14.2 MG IONIC ZINC)

COLD-EEZER PLUS CITRUS - 60 LOZENGES PER BAG; 28 BAGS PER CASE;
\$(text omitted). (14.2 MG IONIC ZINC)

COLD-EEZE(TM) CHERRY - 3000 LOZENGES PER CARTON
\$(text omitted). (13.3 MG IONIC ZINC)

COLD-EEZE(TM) CITRUS - 3000 LOZENGES PER CARTON
\$(text omitted). (13.3 MG IONIC ZINC)

COLD-EEZE(TM) TROPICAL FRUIT - 3000 LOZENGES PER CARTON
\$(text omitted). (13.3 MG IONIC ZINC)

PRICES EFFECTIVE FEBRUARY 1, 1997