

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM653791

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
UNIPHARMA, LLC		12/07/2020	Limited Liability Company:
RECEIVING PARTY DATA			
Name:	New Vision Pharmaceuticals, LLC		
Also Known As:	f/k/a NHTV (AIV) ULM BIDCO LLC		
Street Address:	10200 NW 67th St.		
City:	Tamarac		
State/Country:	FLORIDA		
Postal Code:	33321		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 7			
Property Type	Number	Word Mark	
Serial Number:	87105718	DR. KIDS	
Serial Number:	87305216	HIMASAL	
Serial Number:	87305219	UNICITRA-K	
Serial Number:	87536336	DCARE	
Serial Number:	87906418	UNIPHARMA	
Serial Number:	88189823	GLUTADOSE	
Serial Number:	87906421	DRKIDS	
CORRESPONDENCE DATA			
Fax Number:	3054455384		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	3054455383		
Email:	sjoseph@josephlawfirm.com		
Correspondent Name:	Seth Z Joseph		
Address Line 1:	255 Alhambra Circle		
Address Line 2:	600		
Address Line 4:	Coral Gables, FLORIDA 33134		
NAME OF SUBMITTER:	Seth Z. Joseph		
SIGNATURE:	/Seth Z. Joseph/		

OP \$190.00 87105718

DATE SIGNED:

06/14/2021

Total Attachments: 229

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ASSET PURCHASE AGREEMENT

Dated as of December 7, 2020

among

NHTV (AIV) ULM BIDCO LLC,

as Buyer,

UNIPHARMA, LLC and TAMARAC 10200, LLC,

as the Sellers,

and

solely for the purposes stated expressly herein,

NHTV ULM HOLDINGS LLC,

as Lender

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ASSET PURCHASE AGREEMENT

This ASSET PURCHASE AGREEMENT (the “Agreement”), dated as of December 7, 2020 (the “Agreement Date”), by and among NHTV (AIV) ULM BIDCO LLC, a Delaware limited liability company (“Buyer”), UNIPHARMA, LLC, a Delaware limited liability company (“Unipharma”) and TAMARAC 10200, LLC, a Florida limited liability company (“Tamarac,” and each of Unipharma and Tamarac a “Seller,” and collectively, the “Sellers” or “Debtors”), and NHTV ULM HOLDINGS LLC, a Delaware limited liability company, in its capacity as the lender under the Loan Agreement (defined below) and signing solely with respect to Section 3.2, Section 10.4, and Sections 10.7 to 10.19 of this Agreement (the “Lender”). The Lender, Buyer and Sellers collectively are referred to herein as the “Parties” and each, a “Party.”

RECITALS:

A. The Sellers are engaged in the business of owning, managing and operating a blow-fill-seal manufacturing facility that, among other things, packages prescription pharmaceutical, over-the-counter pharmaceutical and nutraceutical oral and ophthalmic solutions (the “Business”).

B. Reference is made to that certain Loan Agreement dated as of September 28, 2018 (as amended by that certain Incremental Amendment to Loan Agreement, dated as of November 20, 2020 (the “First Incremental Amendment”), that certain Second Incremental Amendment to Loan Agreement, dated as of December 4, 2020 (the “Second Incremental Amendment” and, together with the First Incremental Amendment, the “Incremental Amendments”), and as the same may be further amended or otherwise modified from time to time, the “Loan Agreement”), by and among Unipharma, as borrower, Tamarac, as guarantor, certain members of Unipharma and Tamarac, as pledgors, and the Lender. The obligations under the Loan Agreement and the other Loan Documents (as defined below) are secured by valid and duly perfected liens, mortgages and other encumbrances in and upon all property and assets of, among other parties, certain of the Sellers.

C. Buyer is an entity organized for the purpose of effecting the rights and interests of the Lender in accordance with the terms and conditions of the Loan Documents.

D. Promptly following the execution of this Agreement, each of the Sellers intends to file voluntary petitions for relief under chapter 11 of Title 11 of the United States Code, 11 U.S.C. Sections 101 et seq. (the “Bankruptcy Code”), in the United States Bankruptcy Court for the Southern District of Florida (the “Bankruptcy Court”) (once filed, such cases the “Cases”).

E. Upon the terms and subject to the conditions set forth in this Agreement, and as authorized under sections 363 and 365 of the Bankruptcy Code as relates to the Sellers, the Sellers propose to sell, transfer and assign to Buyer, and Buyer proposes to purchase, acquire and assume from the Sellers, the Purchased Assets and Assumed Liabilities.

NOW, THEREFORE, in consideration of the mutual representations, warranties, covenants and agreements contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and subject to the terms and conditions hereof, the Parties, intending to be legally bound, hereby agree as follows:

ARTICLE I

DEFINITIONS

1.1 Defined Terms. As used herein, and to the extent not otherwise defined herein, the terms below shall have the following respective meanings:

“Accrued Paid Time Off” shall mean, with respect to each Hired Employee, the amount of accrued and unused paid time off as of the Closing and that may be taken by such Hired Employee following the Closing.

“Accrued Wages” shall mean, with respect to each Hired Employee, the amount of accrued and unpaid wages payable by any of the Sellers immediately prior to the Closing Date with respect to the pay period in which the Closing occurs and that are not yet due and payable by the Sellers, and the amount of accrued and unpaid payroll and other withholding taxes in respect thereof (excluding, for the avoidance of doubt, payroll and other withholding taxes with respect to paid wages that have been deferred pursuant to the CARES Act).

“Acquired Bank Accounts” means any bank accounts of Sellers that Buyer elects to acquire by written notice to Sellers on or before the date that is ten (10) days prior to Closing.

“Acquired Intellectual Property” shall mean, collectively, all Owned Intellectual Property and Licensed Intellectual Property.

“Affiliate” shall mean, with respect to any Person, any other Person that, directly or indirectly through one or more intermediaries, controls, or is controlled by, or is under common control with, such Person, and the term “control” (including the terms “controlled by” and “under common control with”) means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of such Person, whether through ownership of voting securities, by contract or otherwise.

“Agreement” shall have the meaning set forth in the Preamble.

“Agreement Date” shall have the meaning set forth in the Preamble.

“Allocation Schedule” shall mean the schedule allocating the Purchase Price and the Assumed Liabilities in accordance with Section 1060 of the Code and the Treasury Regulations thereunder and any corresponding requirements of any state, local, or foreign Tax Laws, as applicable.

“Alternate Transaction” shall mean a transaction or transactions pursuant to which any of the Sellers or any of its Affiliates, in one or a series of transactions, sells, transfers, exchanges, leases or otherwise disposes of, directly or indirectly, all or any of the Purchased Assets, including any transaction pursuant to one or more Competing Qualified Bids or through any other asset sale, stock sale, share exchange, debt-for-equity swap, joint venture, credit bid, financing, merger, amalgamation, business combination, reorganization, restructuring or recapitalization, a plan of reorganization, a plan of arrangement or any similar transaction, in each case that would not involve a sale or disposition of any or all of the Purchased Assets or the Business to Buyer;

provided that disposition of Inventory or other Purchased Assets that are expressly permitted by Section 6.2 of this Agreement shall not be deemed an Alternate Transaction.

“Anti-Corruption Laws” shall mean the FCPA and all other applicable Laws concerning or relating to bribery or corruption in any jurisdiction in which any Seller or any of its Affiliates is located or is doing business.

“Anti-Money Laundering Laws” shall mean the U.S. Patriot Act, as amended, and all other applicable Laws in any jurisdiction in which any Seller or any of its Affiliates is located or is doing business, which Laws relate to money laundering, any predicate crime to money laundering, or any financial record keeping and reporting requirements related thereto.

“Approved Budget” shall have the meaning ascribed thereto in the DIP Documents.

“Approved Exceptions” has the meaning set forth in the definition of Permitted Liens.

“Assumed Contracts” shall have the meaning set forth in Section 2.5(a).

“Assumed Environmental Liabilities” shall have the meaning set forth in Section 2.3(c).

“Assumed Debt” shall have the meaning set forth in Section 3.2(a).

“Assumed Liabilities” shall have the meaning set forth in Section 2.3.

“Assumption Notice” shall have the meaning set forth in Section 2.5(e).

“Auction” shall mean the auction for the Purchased Assets to be conducted on the Auction Date in the event of the submission of one or more “Competing Qualified Bids” in accordance with the terms and provisions of the Bidding Procedures Order and as expressly defined in the Bidding Procedures.

“Auction Date” shall mean the date of the Auction scheduled by the Bankruptcy Court and set forth in the Bidding Procedures Order or such later date as shall be announced by the Sellers and agreed upon by the Sellers and Buyer.

“Audited Financial Statements” shall have the meaning set forth in Section 4.14.

“Available Contracts” shall have the meaning set forth in Section 2.5(a).

“Avoidance Actions” shall mean those actual and/or potential claims and causes of action under sections 502(d), 544, 545, 547, 548 and 550 of the Bankruptcy Code, or any other avoidance actions under the Bankruptcy Code.

“Balance Sheets” shall have the meaning set forth in Section 4.14.

“Bankruptcy Code” shall have the meaning set forth in Recital D.

“Bankruptcy Court” shall have the meaning set forth in Recital D.

“Bankruptcy Milestones” shall have the meaning set forth in Section 7.3.

“Bankruptcy Rules” shall mean the Federal Rules of Bankruptcy Procedure originally promulgated pursuant to 28 U.S.C. § 2075.

“Benefit Plan” shall mean any “employee benefit plan” (within the meaning of Section 3(3) of ERISA, including multiemployer plans within the meaning of Section 3(37) of ERISA), and all pension, severance, retirement, consulting, compensation, profit sharing, commission, employment, change in control, retention, fringe benefit, bonus, stock or other equity, equity-based, option, incentive compensation, restricted stock, stock appreciation right or similar right, phantom equity, profits interests, deferred compensation, employee loan, vacation, paid time off, welfare, medical, dental, vision, flexible benefit, cafeteria, dependent care, disability or wage continuation benefits during periods of absence from work (including short-term disability, long-term disability and worker’s compensation benefits), supplemental unemployment, hospitalization, life insurance, death or survivor benefits, employment insurance, and all other employee benefit plans, programs, policies, practices, agreements and other arrangements, and any funding vehicle therefor now in effect or required in the future to be established as a result of the transactions contemplated by this Agreement, in each case, whether or not subject to ERISA, whether formal or informal, written or oral, insured or self-insured, funded or unfunded, binding or not, that (i) provides benefits or compensation to, or which has any application to, any present or former employee, director, independent contractor or other individual service provider of any Seller or any beneficiary or dependent of such persons, (ii) is adopted, maintained, sponsored, contributed to, or required to be contributed to by any Seller, or (iii) with respect to which any Seller is a party, is bound, participates in, or has or could reasonably be expected to have any Liability with respect thereto, whether actual or contingent, or direct or indirect.

“Bidding Procedures” shall mean the Bidding Procedures filed with the Bankruptcy Court in the form attached hereto as Exhibit A or otherwise in form and substance reasonably acceptable to Buyer.

“Bid” shall have the meaning ascribed to such term in the Bidding Procedures.

“Bidding Procedures Motion” shall mean the motion filed in the Cases, which motion shall be in form and substance satisfactory to Buyer (together with all exhibits thereto), (i) seeking approval of (A) this Agreement and the Transactions and (B) the Bidding Procedures and scheduling certain dates, deadlines and forms of notice in connection therewith, (ii) authorizing the payment of the Expense Reimbursement to Buyer, and (iii) granting other related relief, in each case, in form and substance acceptable to Buyer.

“Bidding Procedures Order” shall mean the order entered by the Bankruptcy Court approving the Bidding Procedures Motion, the Bidding Procedures and granting the relief requested therein in the form set forth in Exhibit B or otherwise in form and substance acceptable to Buyer.

“Bill of Sale and Assignment and Assumption Agreement” shall have the meaning set forth in Section 3.1(b)(i).

“BioDose” shall have the meaning set forth in Section 6.12.

“Business” shall have the meaning set forth in Recital A.

“Business Day” shall mean any day other than a Saturday, Sunday or a legal holiday on which banking institutions in New York City, New York are authorized or obligated by Law or executive order to close.

“Buyer” shall have the meaning set forth in the Preamble.

“Cases” shall have the meaning set forth in Recital D.

“Claims” shall have the meaning as defined in the Bankruptcy Code.

“Closing” shall mean the consummation of the Transactions.

“Closing Date” shall have the meaning set forth in Section 3.1.

“Code” shall mean the Internal Revenue Code of 1986, as amended, and the regulations promulgated thereunder.

“Competing Qualified Bid” shall mean a Bid that, in accordance with the Bidding Procedures Order, (i) is submitted by the bid deadline established by the Bankruptcy Court, (ii) includes cash consideration of not less than the sum of the Purchase Price (including the amount of the Assumed Debt as of the Closing Date) *plus* (A) all amounts outstanding under the DIP Documents, *plus* (B) the Expense Reimbursement and (C) an initial cash overbid of \$500,000 and (iii) assumes the Assumed Liabilities (other than the Assumed Debt).

“Confidential Information” shall mean all information in any form or medium that relates to the Business, the Purchased Assets or the Assumed Liabilities, including financial information, projections, pricing structures, technical data, trade secrets, know-how, ideas, inventions, designs, research, development plans, identities of, and arrangements with, customers and suppliers, software and databases, but shall not include any information that (i) at the time of disclosure thereof is generally available to the public (other than as a result of disclosure in violation of this Agreement), or (ii) is independently developed by the receiving party following the Closing Date without reliance on or use of any Confidential Information.

“Contract” shall mean any lease, sublease, license, sublicense, agreement, contract, contract right, obligation, trust, purchase order, sale order, instrument and other similar arrangements, whether or not in written form, that is binding upon a Person or its property (including any commitment to enter into any of the foregoing).

“Contracting Parties” shall have the meaning set forth in Section 10.17.

“Copyrights” shall have the meaning set forth in the definition of Intellectual Property.

“CPSC” shall have the meaning set forth in Section 4.8(d).

“Credit Bid Amount” shall have the meaning set forth in Section 3.2(a).

“Credit Documents” shall mean, collectively, the Loan Documents and the DIP Documents.

“Cure Amounts” shall mean all amounts payable that must be paid or otherwise satisfied to cure all of the Sellers’ monetary defaults under the Assumed Contracts at the time of the assumption thereof and assignment to Buyer pursuant to section 365 of the Bankruptcy Code.

“Debt” shall mean, without duplication, (i) indebtedness or other obligations for borrowed money or in respect of loans or advances or issued in substitution for or exchange of indebtedness for borrowed money or loans or advances, whether short-term or long-term, secured or unsecured, (ii) any indebtedness or other obligations evidenced by any note, bond, debenture or other debt security or instrument, (iii) all obligations to pay the deferred purchase price of property or services, contingent or otherwise (including all “earn-out” obligations), (iv) all obligations under interest rate and currency hedging agreements, including swap breakage or associated fees, (v) all obligations arising from bankers’ acceptances, letters of credit (to the extent drawn) and cash/book overdrafts or similar facilities, (vi) all obligations for the payment of which a Person is responsible or liable, directly or indirectly, as obligor, guarantor or otherwise, including guarantees of such obligations, (vii) any obligations under leases that have been or are required to be, in accordance with GAAP, recorded as capital leases, (viii) any indebtedness or other obligations secured by a Lien on any Seller’s interest in any assets, (ix) the Paycheck Protection Program Loan as described on Schedule 4.27 and (ix) all accrued interest, premiums, penalties (including any prepayment penalties or premiums) and other obligations related to any of the foregoing.

“Debtors” shall have the meaning set forth in the Preamble.

“Designation Notice” shall have the meaning set forth in Section 2.5(a).

“Determination Date” shall have the meaning set forth in Section 2.5(a).

“DIP Documents” shall mean that certain Superpriority Secured Debtor-in-Possession Loan Agreement dated on or about the Agreement Date between the Debtors and the Lender, together with the schedules and exhibits attached thereto and all agreements, documents, orders, instruments and/or amendments executed and delivered in connection therewith.

“DIP Facility” shall mean the debtor-in-possession term loan facility pursuant to which the Lender agreed to provide up to \$15.6 million in debtor-in-possession financing commitments on the terms set forth in the DIP Documents.

“Environmental Law” shall mean any Law concerning pollution, protection of the environment or natural resources or human health or safety, including any Law governing the labelling, use, transportation, manufacture, processing, generation, distribution, treatment, storage, discharge, release, disposal, clean-up or handling of Hazardous Material.

“Environmental Permits” shall have the meaning set forth in Section 4.23(a).

“ERISA” shall mean the Employee Retirement Income Security Act of 1974, as amended, and the regulations promulgated thereunder.

“ERISA Affiliate” shall mean, with respect to any Person, any trade or business (whether or not incorporated) which is a member of a group of which such Person is a member and which would be deemed to be a “controlled group” within the meaning of Sections 414(b), (c), (m) and (o) of the Code.

“Excluded Assets” shall have the meaning set forth in Section 2.2.

“Excluded Contracts” shall have the meaning set forth in Section 2.2(a).

“Excluded Liabilities” shall have the meaning set forth in Section 2.4.

“Expense Reimbursement” shall mean all reasonable and documented out-of-pocket fees and expenses, including all professional fees and expenses and travel expenses, incurred by Buyer or the Lender, in each case, without duplication and to the extent not otherwise payable to, and received by, the Lender pursuant to the DIP Documents or the Loan Documents.

“Express Representations” shall have the meaning set forth in Section 5.8(b).

“Extended Contract Period” shall have the meaning set forth in Section 2.5(a).

“FCPA” shall mean the Foreign Corrupt Practices Act of 1977, as amended, 15 U.S.C. §§78dd-1, et seq.

“FDA” shall have the meaning set forth in Section 4.8(a).

“FDCA” shall have the meaning set forth in Section 4.8(c).

“Final DIP Order” shall mean an Order of the Bankruptcy Court acceptable to the Lender in its sole discretion, authorizing and approving on a final basis, among other things, the DIP Documents and the DIP Facility on a final basis (as the same may be amended, supplemented, or modified from time to time after entry thereof with the consent of Lender, in its sole discretion) as to which no stay has been entered.

“Final Order” shall mean an Order of the Bankruptcy Court or other applicable court (a) that is not the subject of a pending appeal, petition for certiorari, motion for reconsideration or leave to appeal or other proceeding for review, rehearing or reargument, (b) that has not been reversed, vacated, modified or amended, is not stayed and remains in full force and effect, and (c) with respect to which the time to appeal, to petition for certiorari, to move for reconsideration or to seek review, rehearing or reargument shall have expired, as a result of which such order shall have become final in accordance with Rule 8002 of the Federal Rules of Bankruptcy Procedure or other applicable Laws, as applicable.

“Financial Statements” shall have the meaning set forth in Section 4.14.

“First Incremental Amendment” shall have the meaning set forth in Recital B.

“GAAP” shall mean United States generally accepted accounting principles.

“GMP Regulations” means the applicable legal requirements for current Good Manufacturing Practices promulgated by the FDA, the European Medicines Agency or under the European Union Guide to Good Manufacturing Practice for medical products and any other applicable Governmental Entity in each jurisdiction where each of the Sellers or a third party acting on its behalf is undertaking a clinical trial or any manufacturing activities.

“Government Official” shall mean any officer or employee of a Governmental Entity or any department, agency, or instrumentality thereof, or of a public international organization, or any person acting in an official capacity for or on behalf of any such Governmental Entity or department, agency, or instrumentality, or for or on behalf of any such public international organization, or any political party, party official, or candidate thereof, excluding officials related to the government of the United States.

“Governmental Entity” shall mean any (i) federal, state, provincial, local, municipal, foreign or other government, (ii) governmental or quasi-governmental authority of any nature (including any governmental agency, branch, department, official, or entity and any court, arbitrator or other tribunal) or (iii) body exercising, or entitled to exercise, any administrative, executive, judicial, legislative, police, regulatory, or taxing authority or power of any nature, including any arbitral tribunal.

“Hazardous Material” shall mean any material, substance or waste defined, classified or otherwise characterized as “hazardous,” “radioactive,” “deleterious,” “toxic,” “caustic,” “dangerous,” a “contaminant,” a “pollutant,” a “dangerous good,” a “waste,” a “special waste,” a “source of contamination” or a “source of a pollutant” or words of similar meaning or regulatory effect under an Environmental Law and any substances or materials the presence or concentration of which in soil, sediment, ground water or surface water regulated under any Environmental Law, including, asbestos, asbestos-containing materials, lead or lead-based paint, polychlorinated biphenyls, mold, mildew or fungi, oil, waste oil, petroleum, petroleum productions, lead-containing paint or plumbing, polychlorinated biphenyls, radioactive materials or radon, or urea formaldehyde foam insulation; and any other material or substance which may pose a threat to the environment or to human health or safety, including poly- and perfluoroalkyl substances.

“HIPAA” shall have the meaning set forth in Section 4.8(c).

“Hired Employees” shall mean, collectively, the employees of the Sellers who accept an offer of employment by Buyer at or prior to the Closing and actually commence employment with Buyer upon the Closing.

“Incremental Amendments” shall have the meaning set forth in Recital B.

“Insider Avoidance Actions” shall mean any actual and/or potential Avoidance Actions or other Claim by the Sellers against the individuals listed on Schedule 1.1(a) as of the Petition Date.

“Intellectual Property” shall mean all intellectual property and industrial property, whether protected, created or arising under the Laws of the United States or any other jurisdiction, including all: (i) patents and patent applications, all continuations, divisionals, and continuations-in-part of any of the foregoing, all patents issuing on any of the foregoing, and all reissues, renewals, substitutions, reexaminations and extensions of any of the foregoing (collectively, “Patents”); (ii) trademarks, service marks, trade names, service names, brand names, trade dress rights, logos, corporate names, trade styles, logos and other source or business identifiers and general intangibles of a like nature, together with the goodwill associated with any of the foregoing, and all applications, registrations, renewals and extensions of any of the foregoing (collectively, “Marks”); (iii) internet domain names; (iv) copyrights, works of authorship, and all mask work, database and design rights, whether or not registered or published, all applications, registrations,

reversions, extensions and renewals of any of the foregoing, and all moral rights, however denominated (collectively, “Copyrights”); (v) trade secrets and other confidential or proprietary information (collectively, “Trade Secrets”); (vi) rights of publicity, persona rights or other rights to use indicia of any Person’s personality; and (vii) Technology and other intellectual property or industrial property rights arising from or relating to any Technology.

“Interim DIP Order” shall mean an Order of the Bankruptcy Court (as the same may be amended, supplemented, or modified from time to time after entry thereof in accordance with the terms thereof), in form and substance acceptable to the Lender in its sole discretion, authorizing on an interim basis, among other things, the DIP Documents and the DIP Facility.

“Interim Financial Statements” shall have the meaning set forth in Section 4.14.

“Inventory” shall have the meaning set forth in Section 2.1(g).

“IT Systems” shall mean all information technology, computers, computer systems and communications systems owned, operated, leased or licensed by any Seller.

“Knowledge of the Sellers” shall mean, as to a particular matter, the actual knowledge of the Chief Executive Officer of the Sellers and the Chief Financial Officer of the Sellers.

“Labor Laws” shall mean, collectively, to the extent applicable to any Seller, any federal, national, state, and foreign Laws governing labor and/or employment and employment-related matters, including all such Laws relating to wages, employee classification, other compensation and benefits (including but not limited to any applicable federal, state or local laws concerning COVID-19 related paid sick leave or other benefits), family and medical leave and other leaves of absence, the provision of meal and rest periods/breaks, hours, vacation, severance, restrictive covenants, background checks and screening, immigration, WARN Act and any similar federal, state, provincial or local “mass layoff” or “plant closing” Law, collective bargaining, discrimination, harassment, retaliation, civil rights, safety and health (including but not limited to the federal Occupational Safety and Health Act and any applicable state or local laws concerning COVID-19-related health and safety issues), and workers’ compensation.

“Law” shall mean any federal, state, provincial, local or foreign statute, law, ordinance, regulation, rule, code, order, treaty, administrative interpretation, guideline, principle of common law or equity, judgment enacted, promulgated, issued, enforced or entered by any Governmental Entity, or other requirement or rule of law.

“Leased Real Property” shall mean the real property leased by Tamarac to Unipharma pursuant to the Lease.

“Lease” shall mean that certain Commercial Lease dated May 1, 2018 by and between Tamarac, as landlord, and Unipharma, as tenant, covering the demised premises located at 10200 NW 67th Street, Tamarac, FL 33121, as amended by that certain First Amendment to Commercial Lease dated September 28, 2018.

“Lender” shall have the meaning set forth in the Preamble.

“Liabilities” shall mean, as to any Person, all debts, adverse claims, liabilities, commitments, responsibilities, and obligations of any kind or nature whatsoever, direct, indirect, asserted or unasserted, absolute or contingent, of such Person, whether accrued, vested or otherwise, whether known or unknown, and whether or not actually reflected, or required to be reflected, in such Person’s balance sheets or other books and records, including any liability for Taxes.

“Licensed Intellectual Property” shall mean all Intellectual Property (other than Owned Intellectual Property) used, held for use or practiced in connection with the Business.

“Lien” shall mean any claim, pledge, option, charge, hypothecation, easement, security interest, license, right-of-way, encroachment, mortgage, statutory or deemed trust, and deed of trust or other encumbrance.

“Loan Agreement” shall have the meaning set forth in Recital B.

“Loan Debt” shall have the meaning set forth in Section 4.18.

“Loan Documents” shall mean the Loan Agreement, together with the Loan Documents (as defined therein) related thereto, including the Control Agreements, the Guaranty, each Mortgage, and the Shareholder Subordination Agreement (each as defined therein).

“Marks” shall have the meaning set forth in the definition of Intellectual Property.

“Material Adverse Effect” shall mean any event, change, occurrence, circumstance, development, condition, fact or effect, which, when considered either individually or in the aggregate together with other events, changes, conditions or effects, is or would reasonably be expected to be materially adverse to (i) the Business or the properties, assets, condition (financial or otherwise), results or operations of the Business or the Purchased Assets, or (ii) any Seller’s ability to consummate the Transactions, other than with respect to clause (i) hereof any event, change, occurrence, circumstance, development, condition or change of fact, arising out of, resulting from or attributable to (A) general economic conditions affecting the United States or those countries within which any of the Sellers operate, (B) a change in GAAP or regulatory accounting principles or interpretations thereof after the date hereof, or a change in applicable Law by any Governmental Entity after the date hereof, (C) any act of war or terrorism (or, in each case, escalation thereof) or declaration of a national emergency, or (D) any natural disaster, except in each case covered by clauses (A) through (D) to the extent such event, change, occurrence, circumstance, development, condition or change of fact disproportionately and adversely affects any Seller as compared to other companies in a business similarly situated to that of the Business.

“Material Contracts” shall have the meaning set forth in Section 4.7(a).

“Nonparty Affiliates” shall have the meaning set forth in Section 10.17.

“Notices” shall have the meaning set forth in Section 10.6.

“OFAC” shall mean The Office of Foreign Assets Control of the U.S. Department of the Treasury.

“Off-the-Shelf Software License” shall mean any “click-through” or similar end-user license for Software that is generally available to the public through retail store or commercial distribution channels and non-exclusively licensed to any Seller pursuant to standard and non-negotiable terms and conditions for an aggregate fee less than \$15,000.

“Open Source Software” shall mean any Software that is subject to, or licensed, provided or distributed under, any license meeting the Open Source Definition (as promulgated by the Open Source Initiative as of the date of this Agreement) or the Free Software Definition (as promulgated by the Free Software Foundation as of the date of this Agreement) or any similar license for “free,” “publicly available” or “open source” Software, including the GNU General Public License, the Lesser GNU General Public License, the Apache License, the BSD License, Mozilla Public License (MPL), the MIT License or any other license that includes similar terms.

“Order” shall mean any judgment, order, injunction, writ, ruling, verdict, decree, stipulation, award or other binding obligation, pronouncement or determination of any Governmental Entity or arbitration tribunal.

“Ordinary Course of Business” shall mean the conduct and operation of the Business in the ordinary course, consistent with past practice, and in accordance with applicable Law.

“Outside Date” shall have the meaning set forth in Section 9.1(b)(ii).

“Owned Intellectual Property” shall mean all Intellectual Property owned or purported to be owned by any Seller.

“Owned Real Property” shall mean the real property owned by Tamarac set forth on Schedule 1.1(b).

“Owner’s Policy” shall have the meaning set forth in Section 3.1(b)(vi).

“Party” or “Parties” shall have the meaning set forth in the Preamble.

“Permits” shall mean all licenses, certificates, consents, permits, registrations, quotas, Environmental Permits, and other authorizations of any Governmental Entity relating to the Purchased Assets or used by the Sellers in connection with the Business, and all pending applications therefor.

“Permitted Liens” shall mean (i) Liens for Taxes, assessments or other governmental charges not yet due and payable or the amount or validity of which is being contested in good faith by appropriate proceedings and sufficiency reserved for on the appropriate balance sheet in accordance with GAAP, (ii) zoning, entitlement and other land use and environmental regulations by any Governmental Entity having jurisdiction over any Real Property which are not violated by the current use, occupancy or operation of any Real Property, (iii) with respect to the real property owned by Tamarac, those certain Liens set forth on Schedule 1.1(c) attached hereto (collectively, the “Approved Exceptions”) with respect to such real property and (iv) such other defects, exceptions, restrictions, imperfections in title, charges, easements, restrictions and encumbrances (other than in connection with the Loan Debt) which would not, individually or in the aggregate, reasonably be expected to materially detract from the property and/or the use of the property for its intended purpose in the Ordinary Course of Business; provided that Liens described in the

foregoing clause (iv) shall only be deemed Permitted Liens if they rank junior to the Liens securing the obligations under the Credit Documents.

“Person” shall mean an individual, partnership, joint venture, corporation, business trust, limited liability company, trust, unincorporated organization, association, joint stock company, estate, Governmental Entity or other entity.

“Personal Information” shall mean, in addition to any definition for any similar term (e.g., “personal data” or “personally identifiable information” or “PII”) provided by applicable Law or by the Sellers in any of their privacy policies, notices or contracts, all information that identifies, could be used to identify or is otherwise associated with an individual person or device, whether or not such information is associated with an identified individual. Personal Information may relate to any individual, including a current, prospective, or former customer, end user or employee of any Person, and includes information in any form or media, whether paper, electronic, or otherwise.

“Personal Property Leases” shall have the meaning set forth in Section 4.20.

“Petition Date” shall mean the date on which the Sellers file voluntary petitions for relief under chapter 11 of the Bankruptcy Code.

“Plan” shall mean a plan of reorganization or liquidation for the Debtors pursuant to sections 1125, 1126 and 1145 of the Bankruptcy Code (as applicable), to be implemented in the Cases.

“Post-Closing Tax Period” shall mean all taxable years or other taxable periods that end after the Closing Date and, with respect to any taxable year or other taxable period beginning on or before and ending after the Closing Date, the portion of such taxable year or period beginning after the Closing Date.

“PPSA” shall have the meaning set forth in Section 4.8(c).

“Pre-Closing Tax Period” shall mean all taxable years or other taxable periods that end on or before the Closing Date and, with respect to any taxable year or other taxable period beginning on or before and ending after the Closing Date, the portion of such taxable year or period ending on and including the Closing Date.

“Previously Omitted Contract” shall have the meaning set forth in Section 2.5(j)(i).

“Previously Omitted Contract” shall have the meaning set forth in Section 2.5(j)(ii).

“Privacy Laws” shall mean any and all applicable Laws, legal requirements and self-regulatory guidelines (including of any applicable foreign jurisdiction) relating to the receipt, collection, compilation, use, storage, processing, sharing, safeguarding, security (technical, physical or administrative), disposal, destruction, disclosure or transfer (including cross-border) of any Personal Information, including the Federal Trade Commission Act, Health Insurance Portability and Accountability Act (HIPAA), California Consumer Privacy Act (CCPA), Payment Card Industry Data Security Standard (PCI-DSS), and any and all applicable Laws relating to breach notification or marketing in connection with any Personal Information.

“Proceeding” shall mean any action, arbitration, audit, hearing, investigation, order, litigation, or suit (whether civil, criminal, administrative, investigative, or informal) commenced, brought, conducted, or heard by or before, or otherwise involving, any Governmental Entity or arbitrator.

“Product Liability” means any Liability arising from any injury to or death of any Person or damage to or destruction of any property, whether based on negligence, breach of warranty, strict liability, enterprise liability or any other legal or equitable theory, arising from defects in or dangers of products manufactured, sold or distributed by any Seller on or prior to the Closing Date.

“Purchase Price” shall have the meaning set forth in Section 3.2.

“Purchased Assets” shall mean all right, title and interest of each of the Sellers in, to and under all of the assets, properties, interests, rights and claims of the Sellers (whether owned, leased, licensed, used or held for use by the Sellers), wherever situated and of whatever kind and nature, real or personal, tangible or intangible, and whether or not reflected on the books and records of the Sellers, including the assets, properties, rights and claims described in Section 2.1, other than the Excluded Assets.

“Real Property” shall mean Owned Real Property and Leased Real Property.

“Regulatory Authorizations” shall have the meaning set forth in Section 4.8(a).

“Related Party” shall have the meaning set forth in Section 4.29(a).

“Related Party Transactions” shall have the meaning set forth in Section 4.29(a).

“Representative” shall mean, with respect to any Person, such Person’s officers, managers, directors, employees, agents and representatives (including any investment banker, financial advisor, accountant, legal counsel or expert retained by or acting on behalf of such Person or its Affiliates).

“Retained Cash” means cash drawn down under the DIP Documents immediately prior to the Closing to fund the liquidation of the Sellers pursuant to the Plan, in an amount to be agreed between the Sellers, on the one hand, and Lender, on the other hand, in accordance with and subject to the terms of the DIP Documents.

“Sale Order” shall mean, collectively, the Order or Orders which shall be in a form and substance reasonably acceptable to Buyer and Sellers and which shall, among other things: (i) approve, pursuant to sections 105, 363 and 365 of the Bankruptcy Code (A) the execution, delivery and performance by the Sellers of this Agreement, including each and every term and condition hereof, and the other instruments and agreements contemplated hereby, (B) the sale of the applicable Purchased Assets of the Sellers to Buyer free and clear of all Liens and Liabilities (other than Permitted Liens), on the terms set forth herein, (C) the assumption of the Assumed Liabilities of the Sellers by Buyer on the terms set forth herein and (D) effective as of the Closing, the release of Sellers from amounts due and owing under the Loan Documents up to an amount equal to the Credit Bid Amount; (ii) authorize the Sellers to assume and assign to Buyer the Assumed Contracts; (iii) find that Buyer has provided adequate assurance of future performance with respect to the Assumed Contracts to which any Seller is a party; (iv) find that Buyer is a “good faith” buyer

within the meaning of section 363(m) of the Bankruptcy Code; (v) provide that neither Buyer nor any of its Affiliates or equityholders will have any derivative, successor, transferee or vicarious liability of any kind or character, whether fixed or contingent, for Liabilities of the Sellers (whether under federal or state Law or otherwise), including on account of any Taxes arising, accruing, or payable under, out of, in connection with, or in any way relating to the operation of the Business prior to the Closing; (vi) waive in all necessary jurisdictions, (A) the so-called “bulk sales,” “bulk transfer” and similar Laws, including those related to Taxes and (B) the imposition of any Taxes incurred in connection with the Transactions and the Sale Order; (vii) enjoin all Persons from commencing any proceeding or taking any action against Buyer or any of its Affiliates to recover any claim that such Person has solely against the Sellers or their Affiliates; (viii) provide that the obligations of the Sellers relating to Taxes, whether arising under Law, by this Agreement, or otherwise, shall be fulfilled by the Sellers; and (ix) approves the releases granted pursuant to Section 10.19 hereof.

“Sanctioned Entity” shall mean (i) a country or a government of a country, (ii) an agency of the government of a country, (iii) an organization directly or indirectly controlled by a country or its government, or (iv) a Person resident in or determined to be resident in a country, in each case of clauses (i) through (iv), that is a target of Sanctions, including a target of any country sanctions program administered and enforced by OFAC.

“Sanctioned Person” shall mean, at any time (i) any Person named on the list of Specially Designated Nationals and Blocked Persons maintained by OFAC, OFAC’s consolidated Non SDN list or any other Sanctions related list maintained by any Governmental Entity, (ii) a Person that is a target of Sanctions, (iii) any Person operating, organized or resident in a Sanctioned Entity, or (iv) any Person directly or indirectly owned or controlled (individually or in the aggregate) by or acting on behalf of any such Person or Persons described in clauses (i) through (iii) above.

“Sanctions” shall mean individually and collectively, respectively, any and all economic sanctions, trade sanctions, financial sanctions, sectoral sanctions, secondary sanctions, trade embargoes, anti-terrorism Laws and other sanctions, Laws, regulations or embargoes, including those imposed, administered or enforced from time to time by: (i) the United States of America, including those administered by OFAC, the U.S. Department of State, the U.S. Department of Commerce, or through any existing or future executive order, (ii) the United Nations Security Council, (iii) the European Union or any European Union member state, (iv) Her Majesty’s Treasury of the United Kingdom, or (v) any other Governmental Entity with jurisdiction over any Seller or its Affiliates.

“Second Incremental Amendment” shall have the meaning set forth in Recital B.

“Seller Products” shall have the meaning set forth in Section 4.8(a).

“Seller Registered Intellectual Property” shall mean all issued Patents, pending Patent applications, Mark registrations, applications for Mark registration, Copyright registrations, applications for Copyright registration and internet domain names, in each case, included in the Owned Intellectual Property.

“Seller Software” shall mean all Software owned or purported to be owned by, or developed by or for, any Seller.

“Sellers” shall have the meaning set forth in the Preamble.

“Sellers’ Disclosure Schedules” shall have the meaning ascribed to such term in the opening paragraph of Article IV.

“Software” shall mean, collectively, any and all (i) computer programs, including any and all software implementations of algorithms, models and methodologies, whether in source code or object code, (ii) databases and compilations, including any and all data and collections of data, whether machine readable or otherwise, (iii) descriptions, flow-charts and other work product used to design, plan, organize and develop any of the foregoing, screens, user interfaces, report formats, firmware, development tools, templates, menus, buttons and icons, and (iv) all documentation including user manuals and other training documentation related to any of the foregoing.

“Tamarac” shall have the meaning set forth in the Preamble.

“Tax” or “Taxes” shall mean all U.S. federal, state, local, foreign and other taxes, assessments, duties or charges of any kind whatsoever, including, income, profits, gains, net worth, sales and use, *ad valorem*, gross receipts, sales, use, business and occupation, license, premium, minimum, alternative or add-on minimum, environmental, estimated, stamp, customs duties, occupation, property (real or personal), franchise, capital stock, license, excise, value added, payroll, employment, social security (or similar), escheat, unclaimed property, unemployment, transfer, severance, registration, lease, service, recording, documentary, permit or authorization, intangibles or other tax (whether payable directly or by withholding), together with any penalty, fine, addition to tax or interest on the foregoing; (ii) any liability in respect of any items described in clause (i) payable by reason of contract, assumption, transferee or successor liability, operation of Law, Treasury Regulations Section 1.1502-6(a) or any analogous or similar provision of Law (or any predecessor or successor thereof) or otherwise; and (iii) any Liability in respect of any items described in clause (i) as a result of being a “transferee” of the taxpayer or entity or a number of a related, non-arm’s length, affiliated or combined group.

“Tax Return” shall mean any return, declaration, report, claim for refund, or information return or statement (including elections, declarations, disclaimers, notices, disclosures, schedules, estimates) relating to Taxes, including any schedule or attachment thereto, and including any amendment or supplement thereof.

“Technology” shall mean all technology, formulae, algorithms, procedures, processes, methods, techniques, ideas, know-how, creations, inventions (whether patentable or unpatentable and whether or not reduced to practice), discoveries, improvements, product, servicing, business, financial and supplier information and materials, specifications, designs, models, devices, prototypes, schematics and development tools, Software, websites, recordings, graphs, drawings, reports, analyses and other writings and other tangible embodiments of any of the foregoing, in any form or media whether or not specifically listed in this definition.

“Third Party Consents” shall have the meaning set forth in Section 6.7(b).

“Title Report” shall mean that certain Proforma of Loan Policy of Title Insurance issued by First American Title Insurance Company, Policy Number 5011312-Proforma, as updated by

Title Search Report dated November 10, 2020 at 8:00 a.m. issued by First American Title Insurance Company with respect to the Owned Real Property.

“Trade Secrets” shall have the meaning set forth in the definition of Intellectual Property.

“Transaction Dispute” shall have the meaning set forth in Section 10.10.

“Transactions” shall mean the sale of the Purchased Assets pursuant to this Agreement and the other transactions contemplated by this Agreement.

“Transfer Tax” or “Transfer Taxes” shall mean any stamp, sales, use, transfer, conveyance, recording, registration, filing or other similar non-income Tax, fee, duty or charge imposed upon the sale, transfer or assignment of property or any interest therein or the recording thereof, and any penalty, addition to Tax or interest with respect thereto.

“Treasury Regulations” shall mean the regulations promulgated under the Code, as such regulations may be amended from time to time.

“Unipharma” shall have the meaning set forth in the Preamble.

“U.S. Patriot Act” shall mean Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism (USA Patriot Act of 2001).

“WARN Act” shall mean the Worker Adjustment and Retraining Notification Act of 1988, as amended, and any successor Law, and the rules and regulations thereunder and under any successor Law, and any comparable Law under the Laws of any state.

“Warning Letter” shall have the meaning set forth in Section 6.1(b).

“Warranty Liability” means any Liability of any Seller arising from any warranty or breach of warranty (including the obligation to recall or replace any products produced by or on behalf of any Seller) provided by any Seller with respect to any product manufactured, sold or distributed, or any service performed, by any Seller on or prior to the Closing Date.

1.2 Other Definitional Provisions.

(a) The words “hereof,” “herein” and “hereunder” and words of similar import when used in this Agreement shall refer to this Agreement as a whole and not to any particular provision of this Agreement, and Section, Schedule and Exhibit references are to this Agreement unless otherwise specified.

(b) The meanings given to terms defined herein shall be equally applicable to both singular and plural forms of such terms.

(c) Whenever the words “include,” “includes” or “including” are used in this Agreement they shall be deemed to be followed by the words “without limitation.”

(d) Words denoting any gender shall include all genders. Where a word or phrase is defined herein, each of its other grammatical forms shall have a corresponding meaning.

(e) A reference to any Person shall include such Person's successors and permitted assigns.

(f) Unless the context otherwise requires, the word "extent" in the phrase "to the extent" means the degree to which a subject or other thing extends, and such phrase does not mean simply "if".

(g) References herein to any Law shall be deemed to refer to such Law as amended, modified, codified, reenacted, replaced, supplemented or superseded in whole or in part and in effect from time to time, including any successor legislation thereto, and also to all rules and regulations promulgated thereunder, and references to any section or other provision of a Law means that section or provision of such Law in effect from time to time and constituting the substantive amendment, modification, codification, reenactment, replacement or supplement of such section or other provision.

(h) All references to "\$" and dollars shall be deemed to refer to the currency of the United States of America.

(i) The provision of a table of contents, the division into Articles, Sections and other subdivisions and the insertion of headings are for convenience of reference only and shall not affect or be utilized in construing or interpreting this Agreement. References to the terms "Article," "Section," "clause," "Schedule" and "Exhibit" are references to the Articles, Sections, clauses, Schedules and Exhibits to this Agreement unless otherwise specified.

(j) References to "days" means calendar days unless Business Days are expressly specified.

(k) References to "written" or "in writing" include in electronic form (including by e-mail transmission or electronic communication by portable document format (.pdf)).

ARTICLE II

TRANSFER OF ASSETS AND LIABILITIES

2.1 Purchased Assets. At the Closing, and upon the terms and conditions set forth herein and, with respect to the Sellers, subject to the approval of the Bankruptcy Court pursuant to sections 105, 363 and 365 of the Bankruptcy Code, the Sellers shall sell, convey, assign, transfer and deliver to Buyer, and Buyer shall purchase, acquire and accept from the Sellers, all of the right, title and interest of each of the Sellers, free and clear of all Liens (other than Permitted Liens), in, to and under, all of the Purchased Assets. The Purchased Assets shall include each of the following of the Sellers:

(a) other than the Retained Cash, (i) all cash, money orders, third-party checks, wire transfers and any other funds of the Sellers, commercial paper, marketable securities, demand deposits, reserves for taxes, certificates of deposit and other bank deposits, deposits of any Seller with any third-party (including any vendor, manufacturer, customer, utility or landlord or other cash deposits for rent, electricity, telephone or otherwise), treasury bills, and other cash equivalents and liquid investments and (ii) the Acquired Bank Accounts;

- (b) all deposits, credits, and prepaid charges and expenses from whatever source paid;
- (c) all accounts receivable;
- (d) all Claims with respect to the Business, including all Avoidance Actions, other than Claims that are Excluded Assets and Insider Avoidance Actions;
- (e) all Claims that the Sellers may have against any Person (including Governmental Entities) for refund or credit, rebate, abatement, deposit, prepayment, or other recovery of any type, together with any refund of interest due thereon or penalty rebate arising therefrom, solely with respect to Taxes accrued with respect to periods ending on or prior to the Closing Date;
- (f) all royalties, advances, prepaid assets, and other current assets;
- (g) any and all raw materials, packaging or other materials, work-in-process, finished goods, supplies, goods in transit, and other inventories, wherever located, including any such raw materials, work-in-process, finished goods, supplies and other inventories being held by (i) customers of the Business pursuant to consignment arrangements or (ii) suppliers of the Business under tolling arrangements (collectively, the “Inventory”);
- (h) all machinery, furniture, fixtures, trade fixtures, furnishings, equipment, tooling, tools, dies, molds, and other tangible personal property owned or used or held for use by the Sellers in the conduct of the Business, including all artwork, desks, chairs, tables, hardware, copiers, telephone lines and numbers, facsimile machines and other telecommunication equipment, cubicles and miscellaneous office furnishings and supplies;
- (i) all rights of any Seller under or pursuant to all warranties, representations and guarantees, including those made by suppliers, manufacturers and contractors or any other third party to and for the benefit of any Seller;
- (j) all forklifts, owned or used by the Sellers in the conduct of the Business;
- (k) all current and prior insurance policies, to the extent transferable, and any proceeds therefrom, other than any directors and officers insurance policies;
- (l) all Permits, including all Environmental Permits, other than those not transferable or assignable under Law, including under Environmental Law, including those listed on Schedule 2.1(l);
- (m) all Assumed Contracts;
- (n) copies or originals of all books, records, files or papers, whether in hard copy or electronic format, relating to the Purchased Assets or to the Business, including emails, advertising and marketing materials, sales and promotional literature, manuals and data, correspondence (including sales and purchase correspondence), customer lists, vendor lists, mailing lists, other distribution lists, catalogues, research material, know-how, specifications, designs, drawings, processes and quality control data, if any, or any other intangible property and

applications for the same, engineering information, test results, plans, personnel and employment records, technical information, diagrams, maintenance schedules, operating and production records, safety and environmental reports, data, studies and documents, fixed asset ledgers, accounting information, copies of Tax Returns, including any exemption or abatement agreements or certifications and supporting documentation for such Tax Returns;

(o) all Acquired Intellectual Property and all of Sellers' rights to institute and pursue Proceedings against third parties for past, present and future infringement, misappropriation or dilution of any of the foregoing, or other conflict therewith, and all of the Sellers' rights to recover damages or lost profits in connection with any of the foregoing;

(p) all Owned Real Property;

(q) all rights under non-disclosure or confidentiality, non-compete or non-solicitation agreements with employees and agents of any Seller or with third parties (including any non-disclosure or confidentiality, non-compete, or non-solicitation agreement entered into in connection with the Auction);

(r) any interest in any internet websites, URLs or internet domain names, and any applications and registrations pertaining thereto;

(s) any loans owed to any Seller by any current or former employee, officer or director of any Seller;

(t) all Regulatory Authorizations of the Sellers or their Affiliates that are related to the Seller Products and/or the Business, except to the extent that the transfer thereof would violate or would not be permitted or effective under applicable Law;

(u) all other assets or rights of every kind and description of Sellers related to the Business, wherever located, whether real, personal or mixed, tangible or intangible;

(v) all health Benefit Plans, including the United HealthCare health, dental and vision plans currently in effect; and

(w) all goodwill related to the foregoing.

2.2 Excluded Assets. Notwithstanding anything herein contained to the contrary, from and after the Closing, each Seller shall retain, and Buyer shall not purchase, such Seller's right, title and interest in and to (and the Purchased Assets shall not include any of) the following assets and properties of the Sellers (collectively, the "Excluded Assets"), all of which shall remain the exclusive property of the Sellers:

(a) any Contract other than any Assumed Contract or any Contract otherwise included as a Purchased Asset under Section 2.1(i), Section 2.1(l), or Section 2.1(q) (the "Excluded Contracts");

(b) any Contract or arrangement (including any loan or similar arrangement) with or binding upon any of the Sellers and any Related Party;

- (c) any intercompany accounts receivable owed between each Seller;
- (d) all Claims which the Sellers may have against any Person (other than Buyer and its Affiliates) with respect to any Excluded Assets or that is an Insider Avoidance Action;
- (e) all rights of the Sellers under this Agreement and the agreements and instruments delivered to the Sellers by Buyer pursuant to this Agreement;
- (f) the company seal, minute books, charter documents, stock or equity record books and such other books and records solely as pertain to the organization, existence or capitalization of the Sellers;
- (g) the Sellers' directors and officers liability insurance policies, if any;
- (h) all membership interests of the Sellers, including any options, warrants or other securities exchangeable or convertible into membership interests of the Sellers;
- (i) all assets owned or used by the Sellers that are specifically identified in Schedule 2.2(i); and
- (j) the Retained Cash.

2.3 Assumed Liabilities. On the terms and subject to the conditions set forth in this Agreement and the Sale Order, and subject to the exclusions set forth in Section 2.4 (and in the event of any conflict between the exclusions set forth in Section 2.4 and the provisions of this Section 2.3, the exclusions set forth in Section 2.4 shall prevail), as partial consideration for the Purchased Assets, Buyer shall, on and after the Closing, assume and thereafter timely pay and perform only the following Liabilities of the Sellers (the "Assumed Liabilities"):

- (a) all Liabilities arising under the Assumed Contracts solely to the extent that any such Liabilities under such Assumed Contracts: (i) arise from facts, circumstances, events or obligations to be performed on or after the Closing; (ii) do not arise from a breach, violation or default of such Assumed Contract by any Seller prior to the Closing; and (iii) are not required to be performed prior to the Closing;
- (b) all Liabilities relating to Buyer's ownership or operation of the Purchased Assets to the extent arising from events, facts or circumstances that first occur on or after the Closing;
- (c) all Liabilities under Environmental Laws solely to the extent arising from events, facts or circumstances that first occur on or after the Closing (the "Assumed Environmental Liabilities");
- (d) all Accrued Wages and all Accrued Paid Time Off solely with respect to Hired Employees;
- (e) all obligations under the retention agreements listed on Schedule 2.3(e) solely with respect to Hired Employees; and

(f) the Assumed Debt.

2.4 Excluded Liabilities. Notwithstanding anything to the contrary set forth herein, Buyer shall not assume, and shall not be deemed to have assumed, and the Sellers shall be solely and exclusively liable with respect to, all Liabilities of any Seller or any of its Affiliates or any of their respective predecessors other than the Assumed Liabilities (collectively, the “Excluded Liabilities”). For the avoidance of doubt, and without limiting the foregoing, Buyer shall not be obligated to assume, nor assumes, and Buyer hereby disclaims, all of the Excluded Liabilities, including all of the following Liabilities of any Seller or any of its Affiliates (or any of their respective predecessors) (each of which shall constitute an Excluded Liability hereunder):

(a) any Liability for (i) Taxes of any Seller and (ii) Taxes that relate to the Purchased Assets or the Assumed Liabilities for Pre-Closing Tax Periods (or portions thereof), including, Taxes allocable to the Sellers pursuant to Section 6.11(b) except as set forth in Section 2.3(f);

(b) any Claim in connection with or arising from or relating to any Excluded Asset, including any Taxes associated therewith;

(c) any of the Debt (including the Paycheck Protection Program Loan as described on Schedule 4.27) other than the Assumed Debt;

(d) all Cure Amounts;

(e) any fees, costs and expenses (including legal fees and accounting fees) incurred by any Seller in connection with the Cases or the Transactions, including all fees, costs and expenses incurred in connection with or by virtue of (i) the negotiation, preparation and review of this Agreement and all agreements ancillary or related hereto, (ii) the preparation and submission of any filing or notice required to be made or given in connection with the Transactions, and the obtaining of any consent required to be obtained in connection with the Transactions, (iii) the negotiation, preparing and review of the DIP Documents and (iv) any Alternate Transaction;

(f) any Liabilities arising under or pursuant to Environmental Laws, other than the Assumed Environmental Liabilities;

(g) any Liabilities arising under or pursuant to Labor Laws, other than the Accrued Wages to the extent expressly assumed pursuant to Section 2.3(d);

(h) any Liabilities relating to the Hired Employees and their dependents and beneficiaries (and any alternate payees in respect thereof) arising during or in connection with periods on or prior to the Closing Date, other than those Liabilities expressly assumed pursuant to Section 2.3(d) and Section 2.3(e), and any Liabilities relating to all other current or former employees, directors, consultants and other individual service providers of the Sellers or their Affiliates and their dependents and beneficiaries (and any alternate payees in respect thereof) arising at any time, in each case, including any severance, termination or payment in lieu of notice Liability, and any other Liability arising under or out of any Law or Contract in connection with

such Person's employment, service or Contract with, or the termination of such Person's employment, service or Contract with, any Seller or its Affiliates;

(i) any Liabilities of the Sellers and their respective ERISA Affiliates with respect to any Benefit Plan or other compensation or benefit plan, program, policy, agreement or arrangement of the Sellers, including any health, welfare, retirement, pension or profit sharing Liability, deferred compensation Liability, equity or equity-based incentive compensation Liability, any Liability under any employment agreements or offer letters, or any penalties, fines or other expenses resulting from any compliance issue with any Benefit Plan or Law, other than those Liabilities expressly assumed pursuant to Section 2.3(d) and Section 2.3(e);

(j) other than Liabilities expressly assumed pursuant to Section 2.3(e), any success, retention, stay, change of control or similar bonuses and any other payments or benefits owing to current or former employees, independent contractors or consultants of the Sellers or their Affiliates in connection with the consummation of the Transactions, including any employer portion of any payroll, social security or similar Taxes in respect thereof;

(k) any Liability of any Seller arising out of this Agreement or any agreement ancillary or related hereto;

(l) any Liabilities arising out of or relating to the Business, the Purchased Assets or the ownership, operation or conduct thereof prior to the Closing;

(m) all Product Liability and Warranty Liability associated with Seller Products manufactured, packaged, labeled, distributed or sold prior to the Closing;

(n) any Liabilities for accrued expenses and accounts payable of the Business;

(o) any Liabilities arising as a result of any Proceeding, whether initiated prior to or following the Closing, to the extent related to the Business or the Purchased Assets, including any actions for breach of contract, violations of or non-compliance with Law (including Sanctions, Anti-Corruption Laws, and Anti-Money Laundering Laws), Product Liability or any tort actions;

(p) any Liabilities arising as a result of any Contract or arrangement (including any loan or similar arrangement) with or binding upon any of the Sellers and any Related Party and all intercompany payables owed from one Seller to the other Seller; and

(q) any Liabilities (i) existing prior to the filing of the Cases that are subject to compromise under the Bankruptcy Code or other applicable Law and (ii) to the extent not otherwise expressly assumed herein, incurred subsequent to the filing of the Cases and prior to the Closing.

2.5 Assumption and Assignment of Assumed Contracts.

(a) Schedule 2.5(a) sets forth a list of the executory Contracts to which one or more Sellers is a party (the "Available Contracts"), which Schedule 2.5(a) may be updated from time to time prior to the date that is thirty (30) days following the Agreement Date to add any Contracts inadvertently excluded from such schedule. By the date that is three (3) Business Days prior to the Closing (such date, the "Determination Date"), Buyer shall designate in writing (each

such writing, a “Designation Notice”) which Available Contracts from Schedule 2.5(a) that Buyer wishes for Sellers to assume and assign to Buyer at the Closing (the “Assumed Contracts”). All Contracts of the Sellers that are listed on Schedule 2.5(a) and which Buyer does not designate in writing for assumption shall not constitute Assumed Contracts or Purchased Assets and shall automatically be deemed Excluded Assets; provided, however, that if an Available Contract is subject to a cure dispute or other dispute as to the assumption or assignment of such Available Contract that has not been resolved to the mutual satisfaction of Buyer and the Sellers prior to the Determination Date, then the Determination Date shall be extended (but only with respect to such Available Contract) to no later than the earlier of (A) the date on which such dispute has been resolved to the mutual satisfaction of Buyer and the Sellers, (B) the date on which such Available Contract is deemed rejected by operation of section 365 of the Bankruptcy Code and (C) the date upon which such dispute is finally determined by the Bankruptcy Court (the “Extended Contract Period”). If a Designation Notice with respect to such Available Contract is not delivered by Buyer in writing by the date which is three (3) Business Days following the expiration of such Extended Contract Period, such Available Contract shall be automatically deemed an Excluded Asset. For the avoidance of doubt, except as set forth in Section 2.3, Buyer shall not assume or otherwise have any Liability with respect to any Excluded Asset. At Buyer’s reasonable request, the Sellers shall make reasonably available to Buyer the appropriate employees of the Sellers necessary to discuss the outstanding Available Contracts.

(b) The Sellers shall use commercially reasonable efforts to take all actions required by the Bankruptcy Court to obtain an Order containing a finding that the proposed assumption and assignment of the Assumed Contracts to Buyer satisfies all applicable requirements of section 365 of the Bankruptcy Code.

(c) At the Closing, the Sellers shall, pursuant to the Sale Order and the Bill of Sale and Assignment and Assumption Agreement, assume and assign, or cause to be assigned, to Buyer, each of the Assumed Contracts that is capable of being assumed and assigned as of such date.

(d) Buyer will cooperate with the Sellers in communicating with third parties to Available Contracts as may be reasonably necessary to assist the Sellers in establishing that Buyer has satisfied the requirement of adequate assurance of future performance contained in sections 365(b)(1)(C) and 365(f) of the Bankruptcy Code with respect to the applicable Available Contracts.

(e) As soon as practicable after the Agreement Date (and in no event later than three (3) Business Days after entry of the Bidding Procedures Order), the Sellers shall file a list of the Available Contracts (the “Assumption Notice”) with the Bankruptcy Court and shall serve such Assumption Notice via first class mail on each counterparty to an Available Contract listed thereon. The Assumption Notice shall identify all Available Contracts and set forth a good faith estimate of the amount of the Cure Amounts applicable to each such Contract.

(f) Not later than one (1) Business Day following the Determination Date, Seller shall file with the Bankruptcy Court an amended and restated Assumption Notice, which notice shall set forth only the Assumed Contracts (and exclude all other Available Contracts).

(g) On the Closing Date, with respect to Cure Amounts not disputed as of the Closing Date, the Sellers shall pay all Cure Amounts to the applicable counterparty and Buyer shall have no Liability therefor. With respect to Cure Amounts that are disputed as of the Closing Date, the Parties shall cooperate and diligently pursue resolution of such disputes. Upon the resolution of any disputed Cure Amount following the Closing, the Sellers shall pay such Cure Amount promptly, and in no event later than two (2) Business Days following such resolution.

(h) Upon payment by the Sellers of the aforesaid Cure Amounts, all defaults under the Assumed Contracts (monetary or otherwise) and all actual or pecuniary losses that have or may have resulted from such defaults shall be deemed cured, including any Tax, rental obligation, common area maintenance, percentage rent, base rent or utility payments, whether or not such obligation became due, or accrued, after the effective date of the assignment of such Assumed Contracts, as the case may be.

(i) Notwithstanding anything in this Agreement to the contrary, from and after the date hereof through the Closing, the Sellers will not reject or take any action (or fail to take any action that would result in rejection by operation of Law) to reject, repudiate or disclaim any Contract without the prior written consent of Buyer.

(j) Previously Omitted Contracts.

(i) If prior to or following the date which is thirty (30) days following the Agreement Date, it is discovered by any Party that a Contract should have been listed on Schedule 2.5(a) but was not listed on Schedule 2.5(a) and has not been rejected by the Sellers (any such Contract, a “Previously Omitted Contract”), the discovering Party shall, promptly following the discovery thereof (but in no event later than two (2) Business Days following the discovery thereof), notify the other Parties in writing of such Previously Omitted Contract and then the Sellers shall, promptly following such notification (but in no event later than two (2) Business Days following such notification), notify Buyer of Sellers’ good faith estimate of all Cure Amounts (if any) for such Previously Omitted Contract. Buyer may thereafter deliver a Designation Notice to Sellers, no later than the earlier of (x) the Determination Date or the expiration of the Extended Contract Period, as applicable, and (y) five (5) Business Days following notification of such Previously Omitted Contract from the Seller with respect to such Previously Omitted Contract and such contract shall be an Assumed Contract under this Agreement. All Previously Omitted Contracts with respect to which Buyer fails to timely deliver a Designation Notice, shall be an Excluded Asset.

(ii) If Buyer delivers a Designation Notice in accordance with Section 2.5(j)(i), the Sellers shall serve a notice (the “Previously Omitted Contract Notice”) on the counterparties to such Previously Omitted Contract notifying such counterparties of the Cure Amounts with respect to such Previously Omitted Contract and the Sellers’ intention to assume and assign such Previously Omitted Contract in accordance with this Section 2.5. The Previously Omitted Contract Notice shall provide the counterparties to such Previously Omitted Contract with ten (10) Business Days to object, in writing to the Sellers and Buyer, to the Cure Amounts or the assumption of its Contract. If the counterparties, the Sellers and Buyer are unable to reach a consensual resolution with respect to the objection, the Sellers shall seek an expedited hearing before the Bankruptcy Court to determine the Cure Amounts and approve the assumption. If no objection is served on the Sellers and Buyer, the Sellers shall obtain an order of the Bankruptcy

Court fixing the Cure Amounts and approving the assumption of the Previously Omitted Contract. Sellers shall be responsible for all Cure Amounts relating to such Previously Omitted Contracts and for any obligations or Liabilities relating to such Previously Omitted Contracts arising during the Extended Contract Period.

ARTICLE III

CLOSING AND PURCHASE PRICE

3.1 Closing; Transfer of Possession; Certain Deliveries.

(a) Unless this Agreement shall have been terminated and the Transactions shall have been abandoned pursuant to Article IX, the Closing shall take place at 10:00 a.m. (Eastern Standard Time) on the date (the “Closing Date”) that is three (3) Business Days after all the conditions set forth in Article VIII shall have been satisfied or waived (excluding, but subject to the satisfaction or waiver of, conditions that, by their nature, are to be satisfied at the Closing), or such other time or date as agreed to in writing by the Parties. The Closing shall take place by telephone conference and electronic exchange of documents (or, if the Parties agree to hold a physical Closing, at the offices of Weil, Gotshal & Manges LLP, 767 Fifth Avenue, New York, New York 10153), unless otherwise mutually agreed to by the Parties. The Closing shall be effective as of 12:01 a.m. (Eastern Standard Time) on the Closing Date.

(b) At the Closing, the Sellers shall deliver, or shall cause to be delivered, to Buyer the following:

(i) a counterpart to the Bill of Sale and Assignment and Assumption Agreement in substantially the form attached hereto as Exhibit C (the “Bill of Sale and Assignment and Assumption Agreement”), duly executed by each Seller;

(ii) one (1) or more assignments of the Owned Intellectual Property, in a form reasonably acceptable to Buyer and the Sellers, duly executed by the applicable Seller(s);

(iii) a certificate of a duly authorized officer of each Seller dated the Closing Date certifying as to the matters set forth in Section 8.1(b), Section 8.1(c) and Section 8.1(f);

(iv) customary deed(s) with respect to the Owned Real Property, termination of the Lease, and/or other documents, in each case, as reasonably requested by Buyer with respect to the Real Property;

(v) a certification of non-foreign status from each of the Sellers, duly completed and executed in compliance with Treasury Regulation Section 1.1445-2(b);

(vi) such documents executed by Tamarac, including title affidavits, and other materials required by Buyer’s title insurer to issue an owner’s policy of title insurance (the “Owner’s Policy”) to Buyer (or its designee) with respect to the Real Property, which Owner’s Policy shall contain no exceptions to title other than the Approved Exceptions; and

(vii) such other closing instruments and certificates as may be reasonably requested by Buyer, in each case in form and substance reasonably acceptable to Buyer and Sellers.

(c) At the Closing, Buyer shall deliver, or shall cause to be delivered to the Sellers, the following:

(i) a counterpart to the Bill of Sale and Assignment and Assumption Agreement, duly executed by Buyer;

(ii) a certificate of a duly authorized officer of Buyer dated the Closing Date, certifying as to the matters set forth in Section 8.2(a) and Section 8.2(b); and

(iii) such other closing instruments and certificates as may be reasonably requested by the Sellers, in each case, in form and substance reasonably acceptable to the Sellers and Buyer.

3.2 Purchase Price and Deposit; Related Matters.

(a) Purchase Price and Deposit. The “Purchase Price” for the Purchased Assets is: (i) Twenty Million Dollars (\$20,000,000) (the “Credit Bid Amount”); *plus* (ii) the assumption by Buyer of (A) the remaining outstanding Debt under the Loan Documents as of the Closing Date and (B) if Buyer so elects by written notice to Sellers no later than ten (10) Business Days prior to Closing, such amount of outstanding Debt under the DIP Documents as set forth in such notice (collectively, the “Assumed Debt”); *plus* (iii) the assumption by Buyer of the other Assumed Liabilities. The portion of the Purchase Price payable under clause (i) shall be paid by means of a credit against the total amounts due and owing under the Loan Documents as of the Closing Date. In no event shall the Credit Bid Amount be payable by Buyer in cash.

(b) Bulk Sales Laws. Buyer hereby waives compliance by the Sellers with the requirements and provisions of any “bulk-transfer” Laws that may apply to the sale and transfer of the Purchased Assets to Buyer. Pursuant to section 363(f) of the Bankruptcy Code, the transfer of the Purchased Assets of the Sellers shall be free and clear of all Liens, other than Permitted Liens, in each case pursuant to the Bankruptcy Code, whether arising prior to or subsequent to the Petition Date, including any liens or claims arising out of the “bulk-transfer” Laws.

3.3 Allocation of Purchase Price. Buyer shall prepare and deliver to the Sellers the Allocation Schedule within ninety (90) days after the Closing Date. The Allocation Schedule shall be deemed final and Buyer and the Sellers each shall report and timely file all Tax Returns (including amended Tax Returns and claims for refund) and shall cooperate in the timely filing of any forms (including Internal Revenue Service Form 8594) consistent with the Allocation Schedule, and shall take no position contrary thereto or inconsistent therewith (including in any audits or examinations by any taxing authority or any other proceedings).

3.4 Withholding. Buyer or any other paying agent (as applicable) shall be entitled to deduct and withhold from the amounts payable under this Agreement such amounts as may be required to be deducted and withheld under the Code and any other applicable Tax Laws. Any

such withheld amount shall be treated as though it had been paid to the Person in respect of which such withholding was required.

ARTICLE IV

REPRESENTATIONS AND WARRANTIES OF SELLERS

Except as set forth in the Sellers' Disclosure Schedules delivered to Buyer concurrently herewith (the "Sellers' Disclosure Schedules"), the Sellers hereby jointly and severally make the following representations and warranties to Buyer with respect to itself and each other Seller as of the Agreement Date and as of the Closing, as applicable:

4.1 Organization and Good Standing. Each Seller (a) is a limited liability company, duly formed, validly existing and in good standing under the Laws of its jurisdiction of incorporation or formation, and (b) has full organizational power and authority to own, lease and operate its properties, to perform all of its obligations under the Available Contracts, and carry on the Business as it is now being conducted. The Sellers have delivered to Buyer true, complete and correct copies of each Seller's certificate of formation and limited liability company agreements or comparable organizational documents as in effect on the date hereof.

4.2 Power and Authority. Subject to entry and effectiveness of the Sale Order in respect of the Sellers, each Seller has the requisite organizational power and authority to enter into this Agreement and to perform its obligations hereunder, and, the execution and delivery of this Agreement by Seller and, subject to the approval of this Agreement by the Bankruptcy Court, the consummation by Seller of the Transactions and the performance of Seller's obligations hereunder have been duly authorized by all requisite organizational action on the part of Seller. This Agreement has been duly executed and delivered by each Seller and (assuming the due and valid authorization, execution and delivery thereof by Buyer), following the approval of this Agreement and the Transactions by the Bankruptcy Court pursuant to the Sale Order, will constitute the legal, valid and binding obligation of each Seller, enforceable against each Seller in accordance with its terms. Each Seller has the requisite corporate or other power to operate its business with respect to the Purchased Assets that it owns as now conducted and is duly qualified as a foreign corporation or other organization to do business, and to the extent legally applicable, is in good standing, with respect to the Business, in each jurisdiction in which the character of its owned, operated or leased properties or the nature of its activities makes such qualification necessary, except for jurisdictions where the failure to be so qualified or in good standing has not had a Material Adverse Effect.

4.3 Litigation. Except as set forth on Schedule 4.3, there are no outstanding Orders or Proceedings pending, or, to the Knowledge of the Sellers, threatened against any Seller relating to the ownership or use of the Purchased Assets or conduct of Business by the Sellers or otherwise affecting the Purchased Assets or the Business.

4.4 No Contravention. Subject to entry and effectiveness of the Sale Order by the Bankruptcy Court, neither the execution and delivery of this Agreement and compliance by the Sellers with any provisions hereof, nor the consummation of the Transactions, will (a) violate or conflict with any provision of any Seller's organizational documents, (b) with or without the giving of notice or the lapse of time or both violate, or result in a breach of, or constitute a default under, or conflict with, or accelerate the performance required by, any of the terms of any Material

Contract or Lease, (c) violate or conflict with any Order, or any Law or Permit that is required to be discharged prior to Closing applicable to the Sellers, or (d) result in the creation of any Lien upon any of the Purchased Assets (other than a Permitted Lien).

4.5 Consents and Approvals. Except to the extent excused or made unenforceable as a result of the filing of the Case and except for (a) entry and effectiveness of the Sale Order in respect of the Sellers, and (b) any consents or approvals as are reflected on Schedule 4.5, the execution, delivery and performance by each Seller of this Agreement and the Transactions, and the legality, validity, binding effect or enforceability of this Agreement and any agreements contemplated hereby, do not require any consents, waivers, authorizations or approvals of, or filings with, any (i) Governmental Entities or (ii) other third Persons, except with respect to clause (ii) as would not reasonably be expected to have a Material Adverse Effect.

4.6 Title to Purchased Assets; Sufficiency.

(a) Sellers have, and subject to entry and effectiveness of the Sale Order in respect of the Purchased Assets of the Sellers, at the Closing, subject to the entry and effectiveness of the Sale Order, Buyer will have, good and valid title to each of the Purchased Assets (except for those Purchased Assets that are leased or licensed to any Seller, as to which any Seller has, and at the Closing, Buyer will have, valid licensed or leasehold interests), free and clear of all Liens, other than (i) Permitted Liens and (ii) Liens encumbering Buyer's assets, if any, securing any loan made directly to Buyer or expressly assumed by Buyer as of the Closing Date.

(b) Other than the Excluded Assets, the Purchased Assets constitute all of the assets used in or held for use in the Business and are sufficient for Buyer to conduct the Business from and after the Closing Date without interruption and in the Ordinary Course of Business as it has been conducted by the Sellers prior to the Closing Date, in each case, except as would not be material to the Business taken as a whole.

4.7 Material Contracts.

(a) Schedule 4.7(a) sets forth, to the Knowledge of Sellers, a true and complete list of the following Contracts to which any Seller is a party (the "Material Contracts"):

(i) Contracts with any Affiliate or other Related Party or current or former officer, director, manager, member or stockholder of any Seller;

(ii) Contracts with any labor union or association representing any employees of any Seller;

(iii) Contracts pursuant to which any party is required to purchase or sell a stated portion of its requirements or output from or to another party;

(iv) Contracts for the sale of any assets of any Seller, other than the sale of inventory in the Ordinary Course of Business or for the grant to any Person of any preferential rights to purchase any of its assets;

(v) Contracts for joint ventures, strategic alliances or partnerships;

- (vi) Contracts containing covenants of any Seller not to compete in any line of business or with any Person in any geographical area or covenants of any other Person not to compete with any Seller in any line of business or in any geographical area;
- (vii) Contracts containing exclusivity obligations or restrictions binding on any Seller;
- (viii) Contracts containing any “most favored nation” term (including with respect to pricing) granted by any Seller;
- (ix) Contracts relating to the acquisition by any Seller of any operating business or the capital stock of any other Person;
- (x) Contracts relating to incurrence, assumption or guarantee of any Debt or imposing a Lien on any of its assets;
- (xi) Contracts under which any Seller has made advances or loans to any other Person;
- (xii) Contracts providing for the assignment or transfer of any ownership interest in any Intellectual Property by (i) any Person to any Seller or (ii) any Seller to any Person;
- (xiii) Contracts pursuant to which any Seller (i) is granted by any Person any license, sublicense, right, option, permission, consent, nonassertion or release relating to any Intellectual Property (other than Off-the-Shelf Software Licenses and licenses for Open Source Software) or (ii) grants to any Person any license, sublicense, right, option, permission, consent, non-assertion or release relating to any Intellectual Property, along with an identification for each Contract under the foregoing (i) and (ii) whether such Contract is an Available Contract and if the Transactions would require any consent, waiver, authorization or approval in connection therewith;
- (xiv) Contracts providing for severance, retention, change in control or similar payments;
- (xv) Contracts for the employment of any individual on a full-time, part-time or consulting or other basis providing annual compensation in excess of \$100,000;
- (xvi) Contracts for the provision of goods or services involving consideration in excess of \$50,000 annually or \$50,000 in the aggregate over the term of the Contract;
- (xvii) outstanding agreements of guaranty, surety or indemnification, direct or indirect, by any Seller;
- (xviii) Contracts (or a group of related Contracts) which involve the expenditure of more than \$50,000 annually or \$50,000 in the aggregate or require performance by any party more than one (1) year from the date hereof;
- (xix) Contracts requiring capital expenditures in excess of \$25,000 in the aggregate;

(xx) Contracts entered into during the three (3)-year period prior to the Agreement Date involving any resolution or settlement of any actual or threatened action with a settlement value of greater than \$50,000, or which imposes material continuing obligations on any Seller;

(xxi) any outstanding material settlement offers or other arrangements with respect to any current action to which any Seller is a party; or

(xxii) Contracts that are otherwise material to the Business.

(b) (i) Each Material Contract is a legal, valid and binding obligation of the Seller that is a party to such Material Contract, and is enforceable against such Seller in accordance with its terms and, to the Knowledge of the Sellers, is a legal, valid and binding obligation of each other party to such Material Contract and is enforceable against such other party thereto in accordance with its terms, subject to bankruptcy laws and general equitable principles, (ii) to the Knowledge of Sellers, no Seller that is a party to any Material Contract or, to the Knowledge of the Sellers, any other party to a Material Contract is in default or breach of a Material Contract, (iii) during the three (3) years preceding the date hereof, none of the Sellers has breached any Material Contract in any material respect, and to the Knowledge of the Sellers, during the twelve (12) months preceding the date hereof, no other party to any Material Contract has materially breached such Material Contract, (iv) to the Knowledge of the Sellers, there does not exist any event, condition or omission that would constitute a material default or breach (or event which, with the giving of notice or lapse of time or both would become such a default or breach) under any Material Contract, (v) to the Knowledge of Sellers, no Seller that is a party to any Material Contract has received any written notice of termination or cancellation with respect to any Material Contract and (vi) with respect to the Assumed Contracts, upon entry of the Sale Order and payment of the Cure Amounts, each Seller will not be in breach or default of its obligations thereunder.

(c) True, correct and complete copies of all Material Contracts in effect as of the date hereof will have been provided by the Sellers to Buyer within thirty (30) days after the date hereof.

4.8 FDA Regulatory Matters.

(a) Except as set forth on Schedule 4.8(a), to the Knowledge of Sellers, each Seller possesses all approvals, authorizations, certificates, registrations, licenses, exemptions, permits, clearances, and consents ("Regulatory Authorizations") from the U.S. Food and Drug Administration (the "FDA") and all other applicable Governmental Entities relating to the products and product candidates developed, manufactured, packaged, and distributed by or on behalf of each Seller ("Seller Products") or that are necessary for each Seller to conduct the Business as presently conducted. To the Knowledge of Sellers, all such Regulatory Authorizations are (i) in full force and effect, (ii) validly registered and on file with applicable Governmental Entities, and (iii) in compliance, in all material respects, with all formal filing and maintenance requirements. Except as set forth on Schedule 4.8(a), each of the Sellers has fulfilled and performed, in all material respects, all of its material obligations with respect to such Regulatory Authorizations, and no event has occurred which allows, or after notice or lapse of time would allow, revocation or termination thereof. Except as would not reasonably be expected to be material to the Sellers and except as disclosed on Schedule 4.8(a), (x) each of the Sellers has filed, maintained or

furnished to the FDA or other applicable Governmental Entities all required filings, declarations, listings, registrations, submissions, amendments, modifications, notices and responses to notices, applications and supplemental applications, reports (including all adverse event/experience reports) and (y) all such submissions were complete and accurate, in all material respects and in material compliance with applicable legal requirements when filed (or were corrected or completed in a subsequent filing).

(b) Except as set forth on Schedule 4.8(b), to the Knowledge of Sellers, each of the Sellers has not (i) made an untrue statement of a material fact or fraudulent statement to the FDA or any Governmental Entity, (ii) failed to disclose a material fact required to be disclosed to the FDA or any Governmental Entity or (iii) committed any other act, made any statement or failed to make any statement, that (in any such case) establishes a reasonable basis for the FDA to invoke its Fraud, Untrue Statements of Material Facts, Bribery, and Illegal Gratuities Final Policy or similar policy of a Governmental Entity. As of the date of this Agreement, the Sellers are not the subject of any pending or, to the Knowledge of Sellers, threatened investigation by the FDA pursuant to its Fraud, Untrue Statements of Material Facts, Bribery, and Illegal Gratuities Final Policy. Neither the Sellers nor, to the Knowledge of the Sellers, any officers, employees, agents or clinical investigators of the Sellers has been suspended or debarred or convicted of any crime or engaged in any conduct that would reasonably be expected to result in (x) debarment under 21 U.S.C. Section 335a or any similar legal requirement or (y) exclusion under 42 U.S.C. Section 1320a-7 or any similar legal requirement.

(c) Except as disclosed in Schedule 4.8(c), each of the Sellers is (i) since October 19, 2020, or (ii) at any time between September 28, 2018 and October 19, 2020, to the Knowledge of Sellers, has been in material compliance with all healthcare laws applicable to the operation of its business, including (A) any and all federal, state and local fraud and abuse laws, including the federal Anti-Kickback Statute (42 U.S.C. § 1320a-7(b)), the civil False Claims Act (31 U.S.C. § 3729 et seq.) and the regulations promulgated pursuant to such statutes; (B) the Federal Food, Drug and Cosmetics Act (“FDCA”), (C) the Health Insurance Portability and Accountability Act of 1996, the Health Information and Technology for Economic and Clinical Health Act, and the regulations promulgated pursuant thereto (collectively “HIPAA”); (D) Physician Payments Sunshine Act (“PPSA”); (E) legal requirements which are cause for exclusion from any federal health care program; and (F) legal requirements relating to the billing or submission of claims, collection of accounts receivable, underwriting the cost of, or provision of management or administrative services in connection with, any and all of the foregoing, by the Sellers. Except as disclosed in Schedule 4.18, the Sellers are not subject to any enforcement, regulatory or administrative proceedings regarding compliance with healthcare laws and no such enforcement, regulatory or administrative proceeding has been threatened.

(d) Except as disclosed on Schedule 4.8(d), all Seller Products that are subject to the jurisdiction of the FDA, the Consumer Product Safety Commission (“CPSC”), Health Canada, the European Medicines Agency, or any similar Governmental Entity are, and since September 28, 2018, to the Knowledge of Sellers, have been formulated, designed, manufactured, packaged, labeled, marketed, stored, and distributed in compliance in all material respects with all applicable requirements under the FDCA, the Consumer Product Safety Act, the Federal Hazardous Substances Act, the Canadian Food and Drugs Act, customer specifications, and all applicable implementing regulations and similar laws and regulations in all jurisdictions where the products are ultimately sold for consumer use. Except as set forth on Schedule 4.8(d), to the

Knowledge of Sellers, all manufacturing operations conducted by or for the benefit of the Sellers have been conducted in accordance with GMP Regulations in all material respects. Except as disclosed on Schedule 4.8(d), neither the Sellers nor, to the Knowledge of the Sellers, any person acting on either of their behalf has (i) been subject to a Governmental Entity shutdown or import or export prohibition or (ii) received any FDA Form 483 or similar notice of inspectional observations, “warning letters,” “untitled letters” or written requests or requirements to make any change to any product or any of the Sellers’ processes or procedures, or any similar correspondence from any Governmental Entity in respect of the Sellers or their business operations alleging or asserting noncompliance with any applicable legal requirements or Regulatory Authorizations and, to the Knowledge of the Sellers, no Governmental Entity is considering such action.

(e) Except as set forth on Schedule 4.8, no Seller Product has been recalled, withdrawn or suspended (whether voluntarily or otherwise) or, to the Knowledge of Sellers, has been adulterated or misbranded. Except as set forth on Schedule 4.8(d), no proceedings seeking the recall, withdrawal, suspension or seizure of any such Seller Product or pre-market approvals or marketing authorizations are pending or, to the Knowledge of the Sellers, threatened against the Sellers.

4.9 Intellectual Property.

(a) Schedule 4.9(a) sets forth a correct and complete list of: (i) all items of Seller Registered Intellectual Property, specifying the record owner, jurisdiction and issuance, registration or application number and date, as applicable, of each such item; (ii) all unregistered Marks included in the Owned Intellectual Property; and (iii) each action, filing and payment that must be taken or made on or before the date that is one hundred and eighty (180) days after the date of this Agreement in order to maintain each item of Seller Registered Intellectual Property in full force and effect. To the Knowledge of Sellers, all renewal, maintenance and other necessary filings and fees due and payable to any relevant Governmental Entity or domain name registrar to maintain all Seller Registered Intellectual Property in full force and effect have been timely submitted or paid in full. To the Knowledge of Sellers, all Seller Registered Intellectual Property is subsisting and all issuances and registrations included in the Seller Registered Intellectual Property are valid and enforceable in accordance with applicable Law.

(b) To the Knowledge of Sellers, a Seller is the sole and exclusive owner of all right, title and interest in and to all Owned Intellectual Property, free and clear of all Liens (other than Permitted Liens) and all Licensed Intellectual Property is validly licensed to the applicable Seller pursuant to the Contracts disclosed under (or expressly excluded from the disclosure requirements for) Schedule 4.7(a)(xiii)(i), free and clear of all Liens (other than Permitted Liens). To the Knowledge of Sellers, the Acquired Intellectual Property constitutes all of the Intellectual Property used in, and necessary and sufficient for, the conduct and operation of the Business.

(c) To the Knowledge of Sellers, none of the Sellers have received any notice, and there are no claims or Proceedings pending or threatened against any Seller, (i) alleging any infringement, misappropriation, dilution or other violation of any Intellectual Property, (ii) challenging the ownership, validity or enforceability of any Owned Intellectual Property or (iii) challenging the use by any Seller of any Acquired Intellectual Property, and, in the case of clauses (i), (ii) and (iii), there are no facts or circumstances that would form the basis for any such claim, Proceeding or challenge. Except as set forth on Schedule 4.9(c), to the Knowledge of Sellers, none

of the following infringes, constitutes or results from a misappropriation of, dilutes or otherwise violates, or has infringed, constituted or resulted from a misappropriation of, diluted or otherwise violated, any Intellectual Property of any Person: (1) any Owned Intellectual Property (or any use, practice or exploitation of any Owned Intellectual Property), (2) any products or services of any Seller (or the making, use, offer for sale, sale, importation, distribution or other disposal, performance or exploitation of any products or services of any Seller) or (3) the conduct or operations of the Business.

(d) To the Knowledge of the Sellers, no Owned Intellectual Property or any exclusively licensed Licensed Intellectual Property has been or is being infringed, misappropriated, diluted or otherwise violated by any Person, and no claim or Proceeding alleging any of the foregoing is pending or threatened against any Person by any Seller.

(e) To the Knowledge of Sellers, each Seller has taken adequate security measures to maintain and protect the confidentiality and value of all (i) Trade Secrets included in the Owned Intellectual Property and (ii) Trade Secrets owned by any Person to whom any Seller has a confidentiality obligation, in the case of clauses (i) and (ii), which measures are reasonable in the industry in which the Business operates. To the Knowledge of the Sellers, no material Trade Secret included in the Owned Intellectual Property has been authorized to be disclosed or, to the Knowledge of the Sellers, has been actually disclosed to any Person other than pursuant to a valid written confidentiality Contract sufficiently restricting the disclosure and use thereof.

(f) To the Knowledge of Sellers, the IT Systems are adequate and sufficient (including with respect to working condition and capacity) in all material respects for the operation of the Business. To the Knowledge of the Sellers, there have been no (i) security breaches or unauthorized use, access or intrusions of any IT Systems or (ii) outages of any IT Systems that have caused or resulted in a material disruption to the Business.

(g) The Seller Software that is material to the conduct or operations of the Business is the applicable Seller Software required to operate the manufacturing equipment owned by Unipharma and was and is included with the acquisition of such equipment by Unipharma without any obligation to pay further license payments with respect thereto. None of the source code or related materials for any such Seller Software with respect to the manufacturing machines owned by Unipharma has been licensed or provided to, or used or accessed by, any Person other than Sellers' employees, consultants or contractors, who have entered into written confidentiality Contracts with respect to such source code or related materials. No Open Source Software is or has been included, incorporated or embedded in, linked to, combined or distributed with or used in the delivery or provision of any Seller Software, in each case, in a manner that subjects any Seller Software to any Copyleft License.

(h) The Sellers and, to the Knowledge of the Sellers, any Person acting for or on the Sellers' behalf, have at all times materially complied with (i) all applicable Privacy Laws, (ii) all of the Sellers' policies and notices regarding Personal Information, and (iii) all of the Sellers' contractual obligations with respect to Personal Information. Each Seller has implemented and maintains and, to the Knowledge of the Sellers, has at all times maintained reasonable safeguards to protect Personal Information and other confidential data in its possession or under its control against loss, theft, misuse or unauthorized access, use, modification, alteration, destruction or disclosure. To the Knowledge of Sellers, there have been no material breaches,

security incidents, misuse of or unauthorized access to or disclosure of any Personal Information in the possession or control of the Sellers or collected, used or processed by or on behalf of the Sellers. To the Knowledge of Sellers, no Seller has received any written notice of any claims (including written notice from third parties acting on its behalf) of or investigations or inquires related to, or been charged with, the violation of any Privacy Laws, applicable privacy policies, or contractual commitments with respect to Personal Information.

4.10 Employee Benefits.

(a) Schedule 4.10(a) lists all Benefit Plans.

(b) True, correct and complete copies of the following documents, with respect to each of the Benefit Plans, have been made available to Buyer: (i) any plan documents and all material amendments thereto, (ii) the most recent Form 5500, if applicable, and (iii) the most recent summary plan descriptions (including letters or other documents updating such descriptions).

(c) Each of the Benefit Plans sponsored by any Seller that is intended to qualify under Section 401 of the Code has received a favorable determination letter from the Internal Revenue Service that such plan is so qualified, and, except as disclosed in Schedule 4.10(c), to the Knowledge of the Sellers, nothing has occurred with respect to the operation of any such plan which could reasonably be expected to result in the revocation of such favorable determination.

(d) Since October 19, 2020, or at any time between September 28, 2018 and October 19, 2020, to the Knowledge of Sellers, each of the Benefit Plans has been maintained, in all material respects, in accordance with its terms and all provisions of applicable Law. None of the Sellers have incurred, and no event has occurred and no condition or circumstance exists that could result, directly or indirectly, in, any unsatisfied Liability (including, any indirect, contingent or secondary Liability) of any Seller under Title IV of ERISA or Section 412 or 430 of the Code or Section 302 or 303 of ERISA or other similar Law.

(e) Other than as required under Section 4980B of the Code or other similar applicable Law or for which the covered person pays the full cost of coverage for such person and his or her beneficiaries and dependents, neither the Sellers nor any ERISA Affiliate has or could reasonably be expected to have any Liability for providing post-termination or retiree medical, life insurance or other welfare benefits.

(f) Neither the execution and delivery of this Agreement nor the consummation of the Transactions, either alone or in connection with any other event, will (i) give rise to any payments or benefits that would be nondeductible to the Sellers under Section 280G of the Code or that could result in an excise Tax on any recipient under Section 4999 of the Code, (ii) result in any payment or benefit becoming due to any current or former employee, independent contractor or consultant of the Sellers, (iii) increase the amount or value of any compensation or benefits payable under any Benefit Plan, result in any acceleration of the time of payment or vesting of any compensation or benefits or provide any additional compensatory rights or benefits (including funding of compensation or benefits through a trust or otherwise) to any current or former employee, independent contractor or consultant of the Sellers, or (iv) limit or restrict the ability of Buyer, its Affiliates, or the Sellers to merge, amend or terminate any Benefit Plan.

4.11 Labor Matters.

(a) Schedule 4.11(a) sets forth a complete list of all employees and independent contractors of the Sellers, and based on the Sellers' records as of the Agreement Date, correctly reflects, with respect to each individual, as applicable: (i) date of hire; (ii) job title and department; (iii) rate of pay or salary; (iii) employee versus independent contractor status; (iv) exempt versus non-exempt status; (v) accrued PTO; (vi) to the extent known, leave of absence status; (vii) status of participation in any health or welfare benefit plans; and (viii) date of birth.

(b) None of the Sellers is a party to any labor or collective bargaining agreement and there are no labor or collective bargaining agreements which pertain to employees of any Seller, and no such agreements are being negotiated as of the date of this Agreement. No employees of Sellers are represented by a labor or trade union, works council, employee association or other employee representative, no labor organization or group of employees of any Seller has made a pending demand for recognition, and there are no representation proceedings or petitions seeking a representation proceeding presently pending or, to the Knowledge of the Sellers, threatened to be brought or filed, with the U.S. National Labor Relations Board. There is no organizing activity involving any of the Sellers pending or, to the Knowledge of the Sellers, threatened by any labor organization or group of employees.

(c) There is (i) no unfair labor practice complaint pending against any Seller or, to the Knowledge of the Sellers, threatened against them, before the U.S. National Labor Relations Board, and no grievance or arbitration proceeding arising out of or under any collective bargaining agreement is so pending against any Seller or, to the Knowledge of the Sellers, threatened against them, and (ii) no strike, labor dispute, slowdown or stoppage pending against any Seller or, to the Knowledge of the Sellers, threatened against them.

(d) Each of the Sellers is in compliance with all Labor Laws. Other than as set forth on Schedule 4.11(d), no equal employment opportunity charges or other claims of employment discrimination are pending or, to the Knowledge of the Sellers, threatened against them, nor have there been any such charges or claims since January 1, 2020. No wage and hour department investigation has been made or threatened of any Seller since January 1, 2020, whether internally or by any governmental authority or other federal, state or local agency in connection with the employment, engagement, compensation, or service of any current or former employee, consultant or contractor. Other than as set forth in Schedule 4.11(d), there are no complaints, charges or claims against any Seller pending or, to Knowledge of the Sellers, threatened that could be brought or filed based on, arising out of, in connection with or otherwise relating to the employment or termination of employment or failure to employ or discrimination, harassment, retaliation, equal pay, or any other employment-related matter arising under the Labor Laws by any Seller of any individual, nor have there been any such complaints, charges or claims against any Seller since January 1, 2020.

(e) Prior to the date hereof, the Sellers have not taken any action or any actions relating to the Business at any single site of employment in the ninety (90)-day period prior to the Closing Date that would, individually or in the aggregate, constitute a "mass layoff" or "plant closing" within the meaning of the WARN Act, or any similar applicable Law. The Sellers have not engaged in any temporary layoffs, furloughs or reduction in hours that would trigger notice requirements under the WARN Act, or any similar applicable Law, were such temporary layoff,

furlough or reduction in hours to last for at least six (6) months. Schedule 4.11(e) sets forth a list of all employees associated with the Business that have been terminated in the ninety (90)-day period prior to the Closing Date, which list includes information regarding the date of each termination and the terminated employee's place of work.

(f) All Liabilities in respect of employees of each Seller (i) since October 19, 2020, or (ii) at any time between September 28, 2018 and October 19, 2020, to the Knowledge of Sellers, have or shall have been properly and correctly paid to the Closing Date, including withholdings, premium contributions, remittance and assessments for unemployment insurance, employer health tax, Governmental Entity-required pension plans, income tax, workers' compensation and any other employment related legislation, accrued wages, Taxes, salaries, commissions and any Benefit Plan payments. To the Knowledge of Sellers, there are no outstanding, pending, threatened or anticipated assessments, actions, causes of action, Claims, complaints, demands, orders, prosecutions, suits, or other Proceedings against any Seller, its directors, officers or agents pursuant to or under any applicable Laws, with respect of pension obligations, unemployment insurance, social security, income tax, employer health tax, employment standards, labor relations, occupational health and safety, human rights, workers' compensation or pay equity, and no Seller has any liability for any arrears of wages, taxes, penalties, or other sums for failure to comply with any of the foregoing obligations. To the Knowledge of Sellers, no Seller has an obligation to re-instate any employees in connection with this Agreement or the completion of the Transactions.

(g) All vacation pay, bonuses, commissions and other emoluments relating to Sellers and their employees are accurately reflected in all respects and have been accrued in the books and records of the applicable Seller.

(h) Since October 19, 2020, or at any time between September 28, 2018 and October 19, 2020, to the Knowledge of Sellers, all individuals of the Sellers who have provided or are providing services of any kind to the Sellers are correctly classified as an employee or an independent contractor and if classified as an employee are correctly classified as exempt or non-exempt from overtime under applicable Laws. Since October 19, 2020, or at any time between September 28, 2018 and October 19, 2020, to the Knowledge of Sellers, Sellers have not implemented, and have no plans to implement, any reductions in hours, furloughs or salary reductions that would (i) cause any employee classified as "exempt" under applicable federal and state overtime pay Laws to lose such "exempt" status, or (ii) cause any employee's compensation to fall below the applicable federal, state or local minimum wage.

(i) To the Knowledge of Sellers, neither the Sellers, nor any of their respective officers or directors in their individual capacities have settled any material claims, actions, complaints, or other grievances relating to sexual harassment involving or relating to one or more current or former employees, independent contractors, or any other service providers. There are no such claims, actions, complaints or other grievances relating to sexual harassment currently pending or, to the Knowledge of Sellers, threatened.

4.12 Conduct of Business. Except as set forth on Schedule 4.12, since December 31, 2019, (a) the Business has been conducted in the ordinary course of business consistent with past practice and the Sellers have not entered into any transaction (including any transfer or sale of assets) out of the ordinary course of business consistent with past practice, (b) the Sellers have

owned and operated the Purchased Assets in the ordinary course of business consistent with past practice, and (c) there has been no Material Adverse Effect.

4.13 Compliance with Laws; Permits.

(a) Except as disclosed on Schedule 4.13, the Sellers are conducting, and to the Knowledge of Sellers have conducted since September 28, 2018, the Business and Purchased Assets in compliance, in all material respects, with all applicable Laws, notices, approvals and Orders. Except as disclosed on Schedule 4.13, to the Knowledge of the Sellers, each Seller is not in material breach of any Law, notice, approval or order applicable to it or the Business, and to the Knowledge of the Sellers, there are no facts or circumstances which could form the basis for any such material breach. To the Knowledge of the Sellers, each Seller is not under investigation with respect to the violation of any Laws and there are no facts or circumstances which could form the basis for any such violation. None of the Sellers has received (i) since October 19, 2020, to the Knowledge of Sellers, or (ii) at any time since September 28, 2018, (A) any written notice or other communication that alleges that the Business is not in compliance in any material respect with any Law, Order or Permit applicable to the Business or the Purchased Assets or (B) any written notice or communication regarding any deficiencies in any material respect in the compliance practices, procedures, methodologies or methods of the Business or its employees or internal compliance controls, including any complaint, allegation, assertion or claim that the Business or its employees has engaged in illegal practices.

(b) The Sellers have all material Permits which are required for the lawful operation of the Business as presently conducted and the ownership and operation of the Purchased Assets, and each such Permit is valid, binding and in full force and effect, in each case except as would not reasonably be expected to have a Material Adverse Effect. Except as set forth on Schedule 4.13(b), to the Knowledge of Sellers, none of the Sellers are or has been in material default or violation (and no event has occurred which, with notice or the lapse of time or both, would constitute a default or violation) of any term, condition or provision of any Permit to which it is a party. Schedule 4.13(b) sets forth a list of all material Permits of the Sellers.

4.14 Financial Statements. The Sellers have delivered to Buyer (a) audited consolidated balance sheet of the Business dated as of December 31, 2018 and the audited consolidated statements of operations and income, shareholders' equity and cash flow of the Business for the year then ended (the "Audited Financial Statements"), and (b) the unaudited consolidated balance sheets of the Business dated as of December 31, 2019 and September 30, 2020 (the "Balance Sheets") and the unaudited consolidated statements of operations and income, shareholders' equity and cash flow of the Business for the year ended December 31, 2019 and the nine (9) month period ended September 30, 2020, respectively (the "Interim Financial Statements" and together with the Audited Financial Statements, the "Financial Statements"). Except as set forth on Schedule 4.12, to the Knowledge of Sellers, the Financial Statements present fairly in all material respects the consolidated financial position, results of operations and cash flows of each of the Sellers on the basis stated therein as of the dates and for the applicable periods stated therein, subject, in the case of the Interim Financial Statements, to normal year-end audit adjustments and the absence of related notes.

4.15 Financial Advisors. Except as set forth on Schedule 4.15, no Person has acted, directly or indirectly, as a broker, finder or financial advisor for any in connection with the Transactions and no Person is entitled to any fee or commission or like payment in respect thereof.

4.16 Absence of Undisclosed Liabilities. Except as set forth on Schedule 4.16, there are no Liabilities of any of the Sellers, or otherwise related to the Business, of any nature, whether accrued, contingent, absolute, known or otherwise, in each case, whether or not required by GAAP to be reflected or reserved against on a balance sheet of each of the Sellers, or of the Business, prepared in accordance with GAAP or the notes thereto, other than: (a) Liabilities as and to the extent reflected or reserved against in the Financial Statements, (b) Liabilities incurred since September 30, 2020 in the Ordinary Course of Business, or (c) Liabilities that would not reasonably be expected to be material to the Business taken as a whole.

4.17 Tax Matters.

(a) Except as set forth in Schedule 4.17(a), the Sellers have timely filed (taking into account any valid extensions of time to file) all Tax Returns which are required to be filed, all such Tax Returns are true, correct and complete in all material respects, and all Taxes due and payable by the Sellers prior to the date hereof have been timely and fully paid.

(b) To the Knowledge of Sellers or as set forth on Schedule 4.17(b), there are no Liens for Taxes upon the Purchased Assets other than for Permitted Liens.

(c) Except as set forth on Schedule 4.17(c), to the Knowledge of Sellers, the Sellers have complied in all material respects with all applicable Laws relating to the withholding, collection and payment of Taxes and have duly and timely withheld, collected and paid over to the appropriate Governmental Entity all amounts required to be so withheld, collected and paid under all applicable Laws.

(d) The Sellers have not received any notice from any taxing authority or Governmental Entity asserting that any Seller may be subject to Tax in any jurisdiction in which any Seller does not file Tax Returns.

(e) No action, suit, proceeding or audit is pending against or with respect to the Sellers regarding Taxes.

(f) To the Knowledge of Sellers, the Sellers have not waived any statute of limitations in respect of Taxes or agreed to any extension of time with respect to a Tax assessment or deficiency, other than any waiver or exclusion which has expired.

(g) None of the Purchased Assets is an interest (other than indebtedness within the meaning of Section 163 of the Code) in an entity taxable as a corporation, partnership, trust or real estate mortgage investment conduit for U.S. federal income tax purposes.

(h) None of the Purchased Assets is (i) property required to be treated as being owned by another Person pursuant to the provisions of Section 168(f)(8) of the Internal Revenue Code of 1954, as amended and in effect immediately prior to the enactment of the Tax Reform Act of 1986, (ii) "tax-exempt use property" within the meaning of Section 168(h)(1) of the Code, (iii) "tax-exempt bond financed property" within the meaning of Section 168(g) of the Code, (iv)

“limited use property” within the meaning of Rev. Proc. 2001-28, (v) subject to Section 168(g)(1)(A) of the Code or (vi) subject to any provision of Law comparable to any of the provisions listed above.

4.18 Obligations Under the Loan Agreement. As of the Agreement Date, \$69,632,715.46 of principal is due and owing under the Loan Agreement (such amount, together with all other Obligations (as defined in the Loan Agreement, including, for the avoidance of doubt, as of the date hereof, (a) accrued and unpaid interest thereon since December 5, 2020, plus (b) accrued and unpaid interest incurred at the Default Rate (as defined in the Loan Agreement) (less any and all amounts paid in cash or in kind) since June 5, 2020, plus (c) the actual out-of-pocket expenses incurred by the Lender in connection with the preparation, negotiation, execution and delivery of the Forbearance Agreement (as defined in the Loan Agreement), the First Incremental Amendment, the Second Incremental Amendment, and all out-of-pocket expenses incurred by the Lender in connection with the enforcement or protection of its rights or in connection with the Forbearance Agreement, the Incremental Amendments, the Loan Agreement and the other Loan Documents, in connection with the Loans made under the Loan Agreement and the Incremental Amendments, including all such out-of-pocket expenses incurred during any workouts, restructuring or negotiations in respect of such Loans as and to the extent set forth in Article VII of the Loan Agreement, and such amounts are outstanding without defense, offset or counterclaim, plus (d) any other fees, costs and expenses payable by the Loan Parties (as defined in the Loan Agreement) under the Loan Documents and the Incremental Amendments plus (e) all interest, fees, expenses and premiums that have accrued after the commencement of the Cases) outstanding under the Loan Documents, the “Loan Debt”). The entirety of the Loan Debt is an obligation of certain of the Sellers and repayment of the Loan Debt is secured by properly perfected priority liens on substantially all of the assets of certain of the Sellers (including all of the Acquired Intellectual Property). The applicable Sellers acknowledge and agree that they have no defense to payment of the Loan Debt, and such repayment obligation is not subject to any right of setoff or recoupment. The applicable Sellers hereby waive any right to challenge the Loan Documents or their obligation to pay the Loan Debt on any grounds.

4.19 Real Property.

(a) Schedule 4.19(a) sets forth a complete list of the (i) Owned Real Property and (ii) the Leased Real Property. Except for the Owned Real Property and the Leased Real Property contained in Schedule 4.19(a), the Sellers do not own or lease or otherwise occupy any other real property or have any other place of business.

(b) Except as set forth on Schedule 4.19(b), Tamarac has good and valid fee title to all Owned Real Property, and Unipharma has good and valid leasehold title to the Leased Real Property, in each case free and clear of all Liens of any nature whatsoever except for Permitted Liens. The Owned Real Property is not subject to any leases or tenancies or other rights of occupancy other than the Lease. The Sellers have delivered to Buyer a true, correct, and complete copy of the Title Report.

(c) To the Knowledge of Sellers, the Sellers have not granted to any Person any right of first refusal, right of first opportunity, option or similar rights to purchase any of the Real Property or any interest therein or any part thereof. To the Knowledge of Sellers, the Sellers have not leased any portion of the Real Property to any Person other than pursuant to the Lease.

(d) The Lease is in full force and effect and is enforceable by Tamarac; provided that Unipharma, as the tenant under the Lease, has defaulted in the payment of rent under the Lease and an event of default exists under the Lease. No Seller has delivered or received notice from the other party to the Lease of the termination or surrender thereof. The Sellers have delivered to Buyer true and complete copies of the Lease referenced in Schedule 4.19, including all amendments notices or memoranda of lease thereto, and all estoppel certificates, or subordination, non-disturbance and attornment agreements, if any relating to the Leased Real Property. To the Knowledge of Sellers, there are no material agreements, understandings or undertakings pertaining to the Lease and the Sellers' leasehold interests in the Real Property which have not been disclosed to Buyer or made available in the data room to Buyer prior to the date hereof. No Person that is not a Seller has any right to possess, use or occupy the Real Property.

(e) Except as set forth in Schedule 4.19, the Sellers have not received any written notice from any Governmental Entity asserting any material violation of applicable Laws with respect to the Real Property, and there is no pending or, to the Knowledge of the Sellers, threatened eminent domain taking, expropriation, condemnation or re-zoning affecting any portion of the Real Property.

(f) There are no Tax abatements or exemptions specifically affecting the Real Property and the Sellers have not received any written notice of any proposed increased in the assessed valuation of the Real Property or any proposed public improvement assessments, capital charges or levies affecting the Real Property.

4.20 Tangible Personal Property. Schedule 4.20 sets forth all leases of personal property (“Personal Property Leases”) relating to personal property used by the Sellers or to which any Seller is a party or by which the properties or assets of any of the Sellers is bound. To the Knowledge of the Sellers, no Seller has received any written notice of any default or event that with notice or lapse of time or both would constitute a default by any Seller under any of the Personal Property Leases.

4.21 Inventory. Except as would not reasonably be expected to have a Material Adverse Effect and, to the extent relevant, as set forth on Schedule 4.12 and Schedule 4.14, as of the Closing, (a) all Inventory is in good and marketable condition and consists of items of a quality and quantity usable and, in the case of finished goods, salable in the Ordinary Course of Business and (b) no Inventory is on consignment. To the Knowledge of Sellers, the Inventory has been manufactured in material compliance with GMP Regulations and in accordance with relevant product specifications used by Sellers at the date of manufacture.

4.22 Insurance. The Sellers have insurance policies in full force and effect for such amounts as are sufficient for all requirements of Law and all agreements to which any Seller is a party or by which it is bound. Set forth in Schedule 4.22 is a list of all insurance policies and all fidelity bonds held by or applicable to any Seller setting forth, in respect of each such policy, the policy name, policy number, carrier, term, type of coverage and annual premium. Except as set forth on Schedule 4.22, to the Knowledge of Sellers, no event relating to any Seller has occurred which can reasonably be expected to result in a retroactive upward adjustment in premiums under any such insurance policies or which is likely to result in a prospective upward adjustment in such premiums. Excluding insurance policies that have expired and been replaced in the Ordinary Course of Business, to the Knowledge of Sellers, no insurance policy has been cancelled within

the last two (2) years and, to the Knowledge of the Sellers, no threat has been made to cancel any insurance policy of any Seller during such period. Except as noted in each insurance policy or on Schedule 4.22, all such insurance will remain in full force and effect, all premiums due to date thereunder have been paid in full, neither Sellers nor any of Sellers' Affiliates is in material default with respect to any obligations thereunder.

4.23 Environmental Matters.

(a) Except as set forth on Schedule 4.23(a), the Sellers, with respect to the Business and Purchased Assets, are, and to the Knowledge of Sellers have been, in material compliance with Environmental Laws, which compliance includes obtaining, maintaining and complying with all Permits required under Environmental Laws (“Environmental Permits”) and no Proceeding is pending or, to the Knowledge of the Sellers, threatened, to revoke, modify or terminate any such Environmental Permit, and no facts, circumstances or conditions currently exist that could adversely affect such continued compliance with Environmental Laws and Environmental Permits or require currently unbudgeted capital expenditures to achieve or maintain such continued compliance with Environmental Laws and Environmental Permits.

(b) Schedule 4.23(b) sets forth a complete and accurate list of all Environmental Permits.

(c) There are no Proceedings or Orders pending or, to the Knowledge of the Sellers, threatened, alleging non-compliance with or Liabilities under Environmental Law with respect to the Business or the Purchased Assets.

(d) Except as set forth on Schedule 4.23(d), no facts, circumstances or conditions exist with respect to the Business or the Purchased Assets or real property to which the Sellers with respect to the Business or Purchased Assets arranged for the disposal or treatment of Hazardous Materials that could result in any Seller, with respect to the Business or the Purchased Assets, incurring material Liability or obligations under Environmental Laws.

(e) To the Knowledge of Sellers, none of the Sellers with respect to the Business or Purchased Assets have assumed, provided an indemnity with respect to, or otherwise become subject to, any Liability of any other Person that could result in the Sellers, with respect to the Business or Purchased Assets, incurring material liability under Environmental Laws.

(f) To the Knowledge of Sellers, none of the Sellers with respect to the Business or Purchased Assets have exposed any Person to any Hazardous Materials, in each case that could result in the Sellers or Business incurring material liability under Environmental Laws.

(g) To the Knowledge of Sellers, the Sellers have made available to Buyer all material environmental assessments, studies, audits, analyses or reports relating to the Business or Purchased Assets, and copies of all material, non-privileged documents relating to any material and outstanding liabilities under Environmental Laws of the Sellers related to the Business or Purchased Assets.

(h) The consummation of the Transactions will not require Buyer to obtain any consent, approval or authorization from any Governmental Entity under Environmental Laws or

related to Environmental Permits, the failure of which to obtain would adversely affect the operations of the Business in any material respect.

4.24 Condition and Suitability of Purchased Assets. There has been no condemnation, seizure, damage, destruction or other casualty loss (whether or not covered by insurance) affecting any of the Purchased Assets or the Business in any material respect which has not subsequently been completely repaired, replaced or restored. There are no pending, threatened or contemplated condemnation proceedings affecting the Business, any of the Purchased Assets (or any portion thereof), or of any sale or other disposition of the Business or any of the Purchased Assets (or any portion thereof) in lieu of condemnation except as would not reasonably be expected to have a Material Adverse Effect.

4.25 Anti-Corruption.

(a) None of the Sellers, or any of their respective officers, directors, employees, agents, representatives, consultants, members, equityholders, or any other Person associated with or acting for or on behalf of the Sellers, (a) since October 19, 2020 or (b) since September 28, 2018 to October 19, 2020, has, to the Knowledge of Sellers, directly or indirectly, in connection with the Business:

(i) made, offered or promised to make or offer any payment, loan or transfer of anything of value, including any reward, advantage or benefit of any kind, to or for the benefit of any Government Official, candidate for public office, political party or political campaign, for the purpose of (A) influencing any act or decision of such Government Official, candidate, party or campaign, (B) inducing such Government Official, candidate, party or campaign to do or omit to do any act in violation of a lawful duty, (C) obtaining or retaining business for or with any Person, (D) expediting or securing the performance of official acts of a routine nature, or (E) otherwise securing any improper advantage;

(ii) paid, offered or promised to make or offer any bribe, payoff, influence payment, kickback, unlawful rebate, or other similar unlawful payment of any nature;

(iii) made, offered or promised to make or offer any unlawful contributions, gifts, entertainment or other unlawful expenditures;

(iv) established or maintained any unlawful fund of corporate monies or other properties;

(v) created or caused the creation of any false or inaccurate books and records of the Sellers related to any of the foregoing; or

(vi) otherwise violated any provision of any Anti-Corruption Laws.

4.26 OFAC. None of the Sellers are, or to the Knowledge of the Sellers have been since September 28, 2018, in violation of any Sanctions. As of the Agreement Date and the Closing Date, none of the Sellers nor any director, officer, employee, agent, member, or Affiliate nor to the Knowledge of Sellers, any equityholder, of any Seller (a) is a Sanctioned Person or a Sanctioned Entity, (b) has any assets located in Sanctioned Entities, or (c) derives revenues from investments in, or transactions with Sanctioned Persons or Sanctioned Entities. Each of the Sellers

and each director, officer, employee, agent and Affiliate of any Seller, is and, to the Knowledge of Sellers, in the past five (5) years has been, in compliance with all applicable Anti-Corruption Laws, and Anti-Money Laundering Laws. No proceeds as a result of the Transactions will be used to fund any operations in, finance any investments or activities in, or make any payments to, a Sanctioned Person or a Sanctioned Entity, or otherwise used in any manner that would result in a violation of any Sanction, Anti-Corruption Law, or Anti-Money Laundering Law by any Persons.

4.27 No Paycheck Protection Program Loans. Unipharma obtained a Paycheck Protection Program Loan as described on Schedule 4.27. Except as set forth in the prior sentence, neither of the Sellers has availed itself of any benefits, programs or arrangements (including any loans or grants) pursuant to the CARES Act, Paycheck Protection Program, Main Street Lending Program or any other legislation enacted after the date hereof in response to the COVID-19 pandemic.

4.28 Product Liability. Except as set forth on Schedule 4.28, (a) since October 19, 2020, or (b) at any time between September 28, 2018 and October 19, 2020, to the Knowledge of Sellers, (i) no Seller has, or has committed any act or omission which would reasonably be expected to result in, any material Product Liability or Warranty Liability and (ii) to the Knowledge of the Sellers, there do not exist any facts or circumstances which would reasonably be expected to give rise to any material Product Liability or Warranty Liability.

4.29 Related Party Transactions.

(a) To the Knowledge of Sellers, no Seller, executive officer, director, member, manager, equityholder or Affiliate of a Seller nor any individual who is a lineal descendant, sibling, parent or spouse of any such Person (each, a “Related Party”) is a party to any Contract or arrangement (including any loan or similar arrangement) with or binding upon any of the Sellers or the Purchased Assets or has any interest in any asset (each, a “Related Party Transaction”) other than as set forth on Schedule 4.29(a). Except as set forth on Schedule 4.29(a), no Seller has made any payments to or on behalf of any Related Party (including by exercise of set-off rights, cancellation of intercompany indebtedness, or otherwise).

(b) Except as disclosed on Schedule 4.29(b), to the Knowledge of Sellers, no Related Party will, immediately following the Closing, hold any asset (tangible or intangible), property, right, claim, cause of action (including any counterclaim) or defense used in or related to the Business.

4.30 Customers and Suppliers. Schedule 4.30 lists the ten (10) largest customers (by sales revenue) and ten (10) largest suppliers (by payments) of each of the Sellers during the twelve (12) months ended September 30, 2020 to the Knowledge of Sellers and based upon the Sellers’ information systems. Except as set forth on Schedule 4.30, since December 31, 2019 and as of the Agreement Date, no customer or supplier listed on Schedule 4.30 has provided written notice that it intends to cease doing business with or materially and adversely decrease the amount of business done with the Sellers.

4.31 Disclaimer of Other Representations and Warranties. Except as expressly set forth in this Article IV, no Seller makes any representation and warranty, express or implied, in respect

of such Seller, the Purchased Assets, the Business or the Assumed Liabilities, and any such other representations or warranties, express or implied, are hereby expressly disclaimed.

ARTICLE V

REPRESENTATIONS AND WARRANTIES OF BUYER

Buyer hereby represents and warrants to the Sellers as follows:

5.1 Organization and Good Standing. Buyer is a limited liability company duly organized, validly existing and in good standing under the Laws of its jurisdiction of formation, and has full power and authority to own, lease and operate its properties and carry on its business as it is now being conducted.

5.2 Power and Authority. Buyer has the requisite power and authority to enter into this Agreement and to perform its obligations hereunder, and the execution and delivery of this Agreement and the consummation of the Transactions and the performance of Buyer's obligations hereunder have been duly authorized by all requisite company action on the part of Buyer. This Agreement has been duly executed and delivered by Buyer and constitutes (assuming the due and valid authorization, execution and delivery thereof by the other parties thereto and the entry of approval of this Agreement and the Transactions by the Bankruptcy Court pursuant to the Sale Order) the legal, valid and binding obligation of Buyer, enforceable against Buyer in accordance with its terms.

5.3 No Contravention. Neither the execution and delivery of this Agreement nor the consummation of the Transactions will (a) violate or conflict with any provision of Buyer's organizational documents, or (b) violate or conflict with any Order, Governmental Entity or arbitrator, or any Law applicable to Buyer.

5.4 Consents and Approvals. Except for (a) entry of the Sale Order, and (b) any consents or approvals as are reflected on Schedule 5.4, the execution, delivery and performance by Buyer of this Agreement and the Transactions, and the legality, validity, binding effect or enforceability of this Agreement and any agreements contemplated hereby, do not require any consents, waivers, authorizations or approvals of, or filings with, any third Persons or Governmental Entities.

5.5 Litigation. There are no Proceedings pending or, to the knowledge of Buyer, threatened, that would reasonably be expected to adversely affect the ability of Buyer to consummate the Transactions in any material respect.

5.6 Financial Advisors. Except Six Sigma Academy International LLC (d/b/a SSA & Company), no Person has acted, directly or indirectly, as a broker, finder or financial advisor for Buyer in connection with the Transactions and no Person is entitled to any fee or commission or like payment in respect thereof.

5.7 Sufficient Funds; Adequate Assurances. Buyer has or will have as of the Closing, immediately available funds sufficient for the satisfaction of all of Buyer's obligations under this Agreement, including all fees, expenses of, and other amounts required to be paid by, Buyer in

connection with the transactions contemplated hereby. As of the Closing, Buyer shall be capable of satisfying the conditions contained in sections 365(b)(1)(C) and 365(f)(2)(B) of the Bankruptcy Code with respect to the Assumed Contracts and the related Assumed Liabilities.

5.8 Acknowledgements; “As Is” “Where Is” Transaction.

(a) BUYER ACKNOWLEDGES THAT IT HAS RECEIVED FROM SELLERS CERTAIN PROJECTIONS, FORECASTS, AND PROSPECTIVE OR THIRD-PARTY INFORMATION RELATING TO SELLERS, THE PURCHASED ASSETS AND THE ASSUMED LIABILITIES. BUYER ACKNOWLEDGES THAT (I) THERE ARE UNCERTAINTIES INHERENT IN ATTEMPTING TO MAKE SUCH PROJECTIONS AND FORECASTS AND IN SUCH INFORMATION; (II) BUYER IS FAMILIAR WITH SUCH UNCERTAINTIES AND IS TAKING RESPONSIBILITY FOR MAKING ITS OWN EVALUATION OF THE ADEQUACY AND ACCURACY OF SUCH PROJECTIONS, FORECASTS, AND INFORMATION SO FURNISHED; AND (III) NONE OF THE SELLERS NOR ANY OTHER PERSON MAKES ANY REPRESENTATIONS OR WARRANTIES WITH RESPECT TO SUCH PROJECTIONS AND FORECASTS.

(b) BUYER FURTHER ACKNOWLEDGES AND AGREES THAT THE REPRESENTATIONS AND WARRANTIES MADE BY SELLERS TO BUYER IN ARTICLE IV (AS QUALIFIED BY THE DISCLOSURE SCHEDULES) OR IN THE DOCUMENTS DELIVERED BY SELLERS TO BUYER IN ACCORDANCE WITH SECTION 3.1(b) AT THE CLOSING (COLLECTIVELY, THE “EXPRESS REPRESENTATIONS”) ARE THE SOLE AND EXCLUSIVE REPRESENTATIONS, WARRANTIES AND STATEMENTS OF ANY KIND MADE TO BUYER IN CONNECTION WITH THE TRANSACTIONS CONTEMPLATED BY THIS AGREEMENT AND THAT ALL OTHER REPRESENTATIONS OR WARRANTIES OF ANY KIND OR NATURE EXPRESSED OR IMPLIED, WHETHER IN WRITTEN, ELECTRONIC OR ORAL FORM, ARE EXPRESSLY DISCLAIMED, INCLUDING WITH RESPECT TO (I) ANY WARRANTY, EXPRESS OR IMPLIED, OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE AS TO ANY PORTION OF THE PURCHASED ASSETS, AND (II) WITH RESPECT TO THE BUSINESS, FINANCIAL CONDITION, RESULTS OF OPERATIONS, ASSETS, LIABILITIES, AND PROSPECTS OF SELLERS OR THE BUSINESS OF THE SELLERS,), THE MERCHANTABILITY OR FITNESS OF THE PERSONAL PROPERTY OR ANY OTHER PORTION OF THE PURCHASED ASSETS FOR ANY PARTICULAR PURPOSE, OR ANY OTHER MATTER RELATING TO THE PURCHASED ASSETS OR ANY PORTION THEREOF.

(c) UPON THE CLOSING DATE, SUBJECT TO THE EXPRESS REPRESENTATIONS AND THE PROVISIONS OF SECTION 10.5, BUYER WILL ACCEPT THE PURCHASED ASSETS AT THE CLOSING “AS IS,” “WHERE IS,” AND “WITH ALL FAULTS.”

ARTICLE VI

COVENANTS OF THE PARTIES

6.1 Conduct of Business Pending the Closing.

(a) During the period from the Agreement Date and continuing until the earlier of the termination of this Agreement in accordance with its terms or the Closing, the Sellers shall carry on the Business in the Ordinary Course of Business and use commercially reasonable efforts to (a) preserve in all material respects the operations, organization and goodwill of the Business intact (including by maintaining and renewing its Permits) and (b), except as expressly required pursuant to Section 6.12, preserve in all material respects relationships with Governmental Entities, customers, suppliers, partners, lessors, licensors, licensees, vendors, contractors, distributors, agents, officers and employees and others having business dealings with the Business. The Sellers shall notify Buyer in writing of any event, occurrence, fact, condition or change in the Business, assets, operations or prospects of the Sellers that results in, or could reasonably be expected to result in, a Material Adverse Effect, promptly upon the occurrence of any such event, occurrence, fact, condition or change.

(b) Without limiting the foregoing, during the period from the Agreement Date and continuing until the earlier of the termination of this Agreement in accordance with its terms or the Closing, the Sellers shall use their best efforts to close out the November 6, 2019, Warning Letter from the FDA ("Warning Letter") and achieve the status of No Action Indicated. The Sellers shall notify Buyer in writing of any proposed inspection by FDA and shall consult with Buyer regarding, and shall permit Buyer to review, all correspondence with FDA concerning the Warning Letter or any other enforcement matter, including the Sellers' compliance with GMP Regulations or the packaging, labeling and marketing of any Seller Product. Sellers shall notify Buyer immediately in writing in the event FDA or any other Governmental Entity conducts an unannounced inspection of the Leased Real Property or the Owned Real Property or if the Sellers receive any communication from FDA or any other Governmental Entity other than routine correspondence regarding renewal of registrations or licenses.

6.2 Negative Covenants. Except as otherwise expressly provided by this Agreement or consented to in writing by Buyer, the Sellers shall not take any of the following actions:

(a) incur or commit to incur any capital expenditures other than as expressly contemplated under the Approved Budget;

(b) acquire or agree to acquire (by merging or consolidating with, or by purchasing any portion of the stock of, or other ownership interests in, or substantial portion of assets of, or by any other manner), any business or division or any corporation, partnership, association, limited liability company or other entity;

(c) sell, lease, mortgage, pledge, transfer, license, sublease, or terminate or surrender any Owned Real Property or grant any Lien on or otherwise encumber or dispose of (or consent to the disposition of) any of the Purchased Assets (including any Available Contract), including the capital stock or equity interests of any of the Sellers, other than a Permitted Lien or inventory sold in the Ordinary Course of Business;

(d) sell, assign, transfer, license, sublicense, covenant not to sue with respect to, abandon, cancel, terminate, permit to lapse or expire, or otherwise dispose of any Acquired Intellectual Property;

(e) adjust, split, combine, redeem, repurchase or reclassify any capital stock or equity interests or issue or propose or authorize the issuance of any other securities (including Debt securities, options, profits interests, warrants or any similar security exercisable for, or convertible into, such other security), except to Lender's Affiliate in accordance with Unipharma's operating agreement, as amended;

(f) incur or assume any Debt (other than in connection with the DIP Documents);

(g) guarantee any Debt of any Person or enter into any "keep well" or other agreement to maintain any financial condition of another Person or enter into any arrangement having the economic effect of any of the foregoing (other than pursuant to the DIP Documents);

(h) enter into, amend, restate, supplement, modify, waive or terminate any Material Contract;

(i) adopt or propose any amendments to the certificate of incorporation, bylaws or other organizational documents of any Seller;

(j) initiate, compromise, settle or agree to settle any Claim, complaint, or Proceeding, other than compromises or settlements in the Ordinary Course of Business that (i) involve only the payment of money damages not in excess of Ten Thousand Dollars (\$10,000) individually or Twenty Five Thousand Dollars (\$25,000) in the aggregate, (ii) do not impose ongoing limits on the conduct of the Business, and (iii) result in a full release of all Sellers with regard to the Claims or complaint giving rise to such Proceeding;

(k) make, change or revoke any material Tax election (including entity classification elections), change any financial or Tax accounting method, except insofar as may have been required by applicable Law or a change in GAAP, consent to an extension or waiver of the limitation period applicable to any Tax claim or assessment, or surrender any right to claim a refund of a material amount of Taxes;

(l) enter into, amend, negotiate or terminate any collective bargaining agreement or similar agreement with any labor union or labor organization representing any employees;

(m) (i) increase the compensation payable to or to become payable to, or the benefits provided to, pay any bonus to, or grant any equity or equity-based award to, any current or former employee, director, independent contractor or other individual service provider of the Sellers; (ii) grant, increase, pay, provide or modify any severance, retention, change in control or termination payment or benefit to, or loan or advance or accelerate any amount to, any current or former employee, director, independent contractor or other individual service provider of the Sellers; (iii) accelerate the vesting or payment, or fund or in any other way secure the payment, of any compensation or benefit for any current or former employee, director, independent contractor

or other individual service provider of the Sellers; (iv) approve, establish, adopt, enter into, amend or terminate any Benefit Plan, except as required by Law; (v) grant or forgive any loans to any current or former employee, director, independent contractor or other individual service provider of the Sellers; or (vi) hire or promote, or terminate or demote (other than for cause) any current or former employee, independent contractor or other individual service provider of the Sellers with annual target cash compensation greater than One Hundred Thousand Dollars (\$100,000);

(n) implement any employee layoffs that would result in an obligation to give notice at or before Closing Date under the WARN Act or other similar Law;

(o) except in accordance with the business terms set forth in the letter described in Schedule 6.2, (i) enter into any Contract or arrangement (including any loan or similar arrangement) with a Related Party or that would be a Related Party Transaction if it existed on the Agreement Date or (ii) make payments to or on behalf of any Related Party (including by exercise of set-off rights or otherwise), other than in accordance with the terms of an existing, disclosed Related Party Transaction;

(p) take any action inconsistent with, or omit to take any action required by, this Agreement; or

(q) receive, collect, compile, use, store, process, share, safeguard, secure (technically, physically and administratively), dispose of, destroy, disclose, or transfer (including cross-border) Personal Information (or fail to do any of the foregoing, as applicable) in violation of any (i) applicable Privacy Laws, (ii) privacy policies or notices of the Sellers, or (iii) the Sellers' contractual obligations with respect to Personal Information; or

(r) authorize, commit or agree to take any of the foregoing actions or any other action which would reasonably be expected to prevent, or materially delay or impede, the satisfaction of any of the conditions set forth in Article VIII.

6.3 Access.

(a) Subject to applicable Law, until the Closing Date, the Sellers (i) shall give Buyer and its Representatives reasonable access during normal business hours to the offices, assets, contracts, properties, officers, employees, accountants, auditors, financial advisors, counsel (other than counsel to the Sellers in connection with the Cases) and other representatives, books and records, of the Sellers and their Affiliates, (ii) shall furnish to Buyer and its Representatives such financial, operating and property related data and other information as such Persons reasonably request, (iii) shall instruct the employees, accountants, counsel and financial advisors of the Sellers and their Affiliates to cooperate reasonably with Buyer in its investigation of the Business; and (iv) shall, upon reasonable request of Buyer, use commercially reasonable efforts to provide Buyer with access to their customers, suppliers, vendors, distributors, manufacturers and other Persons with whom the Business has had material dealings. No investigation by Buyer prior to or after the date of this Agreement shall diminish or obviate any of the representations, warranties, covenants or agreements of the Sellers contained in this Agreement. For the avoidance of doubt, nothing in this Section 6.3(a) shall require Sellers to take any such action if (i) such action may result in a waiver or breach of any attorney/client privilege or (ii) such action could reasonably be expected to result in violation of applicable Law or Order.

(b) From and after the Closing Date until the conclusion of the Cases, Buyer shall give the Sellers and the Sellers' Representatives reasonable access during normal business hours to the books and records pertaining to the Purchased Assets and Assumed Liabilities, for the purposes of (i) the preparation or amendment of Tax Returns, (ii) the determination of any matter relating to the rights or obligations of the Sellers under this Agreement, or (iii) as is necessary to administer, or satisfy their obligations in connection with, the Cases. Buyer shall, and shall cause each of its controlled Affiliates to, cooperate with the Sellers as may reasonably be requested by the Sellers for such purposes. For the avoidance of doubt, nothing in this Section 6.3(b) shall require Buyer to take any such action if (i) such action may result in a waiver or breach of any attorney/client privilege, (ii) such action could reasonably be expected to result in violation of applicable Law or Order, or (iii) providing such access or information would be reasonably expected to be disruptive to its normal business operations.

6.4 Confidentiality. From and after the Closing Date:

(a) the Sellers will treat and hold as confidential all of the Confidential Information, and will not, directly or indirectly, without the prior written consent of Buyer, disclose or use any Confidential Information. The Sellers' obligation not to disclose Confidential Information shall not apply to Confidential Information that it shall be required to disclose by Law; provided, however, that, prior to making such disclosure, the Sellers shall notify Buyer promptly to the extent legally permissible so that Buyer may seek confidential treatment or protection of such Confidential Information at Buyer's sole cost and expense.

(b) in the event that the Sellers are required in any Proceeding to disclose any Confidential Information, the Sellers will notify Buyer promptly of the requirement to the extent legally permissible so that Buyer may seek an appropriate protective order at Buyer's sole cost and expense or waive compliance with the provisions of this Section 6.4.

6.5 Public Announcements. From the Agreement Date, Buyer and the Sellers will consult with each other before issuing, and provide each other the reasonable opportunity to review and comment upon, any press release, any court filing or pleading filed with the Bankruptcy Court relating primarily to this Agreement or the Transactions, or other public statements with respect to the Transactions, and neither Buyer nor the Sellers shall issue any such press release or make any such public statement without the prior written approval of the other Party, in each case except as may be required by Law, or by obligations pursuant to any listing agreement with any national securities exchange. Sellers shall use their respective commercially reasonable efforts to cause their respective Affiliates, employees, officers and directors to comply with this Section 6.5.

6.6 Employment Matters.

(a) Prior to Closing, Buyer may in its sole discretion (following consultation with the executive management of the Sellers) provide offers of employment to individuals employed by the Sellers as of the Closing Date, which offer shall provide at least the same base salary or hourly wage rate and target incentive cash bonus opportunities and such other terms and conditions determined by Buyer in its sole discretion.

(b) Buyer shall provide credit to Hired Employees under Buyer's paid time off plans for all accrued but unused paid time off days as of the Closing, except to the extent that Hired Employees receive payment for such vacation days in connection with the Closing.

(c) Following the Closing, Buyer shall give each Hired Employee full credit for prior service with the Sellers for purposes of (i) eligibility and vesting under any health or welfare plans of Buyer (for the avoidance of doubt, excluding defined benefit pension accruals, deferred compensation, or equity or equity-based incentive plans, or any plan under which such crediting would be prohibited), and (ii) determination of benefit levels under any employee benefit plans of Buyer relating to paid time off, in each case, for which the Hired Employee is otherwise eligible and in which the Hired Employee is offered participation, except where such credit would result in a duplication of benefits. Buyer shall use commercially reasonable efforts to waive, or cause to be waived, any limitations on benefits relating to pre-existing conditions to the same extent such limitations are waived under any comparable plan of the Sellers and use commercially reasonable efforts to recognize for purposes of annual deductible and out-of-pocket limits under its medical and dental plans, deductible and out-of-pocket expenses paid by Hired Employees in the calendar year in which the Closing Date occurs.

(d) Without limiting the generality of Section 2.4, each Seller shall retain responsibility for, and satisfy all Liabilities with respect to, all payments and benefits of the employees (and their spouses, dependents and beneficiaries, and all former employees, agents and representatives) under Benefit Plans accrued up to the Closing Date or which relate to events prior to the Closing Date in accordance with the terms thereof and applicable Laws.

(e) Without limiting the generality of Article II, each Seller shall be responsible for the following claims or benefit payments of all employees (and their spouses, dependents and beneficiaries, and all former employees, agents and representatives) regardless of whether such claims are filed before or after the Closing Date:

(i) with respect to death or dismemberment claims, those in respect of which the event occurred prior to the Closing Date;

(ii) with respect to health claims, those in respect of which the services were provided or the supplies were purchased prior to the Closing Date; and

(iii) with respect to short term and/or long term disability claims and workers' compensation claims, for those claims resulting from events that occurred prior to the Closing Date, including, to the extent covered under the Benefit Plans, for recurring illnesses which first originated with events occurring prior to the Closing Date, whether or not such claims continue after the Closing Date.

(f) This Section 6.6 shall operate exclusively for the benefit of the Sellers and Buyer and not for the benefit of any other Person, including any current or former employees of the Sellers or the Hired Employees, which Persons shall have no rights to enforce this Section 6.6. Nothing in this Section 6.6 shall: (i) entitle any Hired Employee to employment with Buyer; (ii) change such Hired Employee's status as an employee-at-will or restrict the ability of Buyer to terminate the service of any Hired Employee at any time or for any reason; (iii) create any third party rights in any current or former service provider of the Sellers (including any beneficiary or

dependent thereof); or (iv) be treated as an amendment of any Benefit Plan or other employee benefit plan or arrangement or restrict the ability of Buyer, the Sellers or any of their respective Affiliates to amend, modify, discontinue or terminate any Benefit Plan or other employee benefit plan or arrangement.

6.7 Reasonable Efforts; Approvals.

(a) Buyer and the Sellers will use reasonable best efforts to take, or cause to be taken, all actions and use reasonable best efforts to do, or cause to be done, and to assist and cooperate with the other Parties in doing, all things which are necessary, proper or advisable to consummate and make effective the Transactions including: (i) the transfer, modification or reissuance of all Permits, including all Environmental Permits, (ii) the obtaining or taking of all other necessary actions, non-actions or waivers from Governmental Entities and the making of all other necessary registrations and filings with Governmental Entities (including any Regulatory Authorizations), and (iii) the execution and delivery of any additional certificates, agreements, instruments, reports, schedules, statements, consents, documents and information necessary to consummate the Transactions. For greater certainty, nothing in this Section 6.7(a) shall diminish, reduce or impact the closing condition set forth in Section 8.1(d).

(b) In furtherance of the foregoing, Buyer and each Seller shall use its commercially reasonable efforts to obtain any consents and approvals from any third party other than a Governmental Entity that may be required in connection with the Transactions (the "Third Party Consents"). Without limiting the generality of the foregoing sentence, the Sellers shall not be required to compensate any applicable third party, commence or participate in any Proceeding or offer or grant any accommodation (financial or otherwise, including any accommodation or arrangement to indemnify, remain primarily, secondarily or contingently liable for any Assumed Liability) to any applicable third party in connection with the Sellers' obligations under this Section 6.7(b); provided, that the Sellers shall obtain the written consent of Buyer prior to any Seller paying any such compensation, commencing or participating in any Proceeding, or offering or granting any such accommodation. For greater certainty, nothing in this Section 6.7(b) shall diminish, reduce or impact the closing condition set forth in Section 8.1(d).

6.8 [Reserved.]

6.9 Corporate Name Change. At the Closing, each Seller shall deliver to Buyer a duly executed and acknowledged certificate of amendment to such Seller's certificate of incorporation or other organizational document which is required to change such Seller's corporate or other entity name to a new name that is, in Buyer's reasonable judgment, sufficiently dissimilar to such Seller's present name and, in all cases, does not include the name "Unipharma" so as to avoid confusion and to make each Seller's present name available to Buyer. At the Closing, each Seller shall deliver to Buyer appropriate documents, duly executed and acknowledged, which is required to change such Seller's name to such new name in any jurisdiction in which such Seller is qualified to do business, in forms reasonably satisfactory to Buyer. Buyer and any Affiliate of Buyer are hereby authorized (but not obligated) to file such certificates or other documents (at Buyer's expense) with the applicable Governmental Entities in order to effectuate such change of name at or after the Closing as Buyer may elect.

6.10 Assignment of Contracts and Rights. To the maximum extent permitted by the Bankruptcy Code, the Purchased Assets of the Sellers shall be assumed and assigned to Buyer pursuant to section 365 of the Bankruptcy Code as of the Closing Date or such other date as specified in the Sale Order or this Agreement, as applicable. Notwithstanding any other provision of this Agreement to the contrary, this Agreement shall not constitute an agreement to assign any asset or any right thereunder if, after giving effect to the Sale Order, an attempted assignment without the consent of a third party (including any Governmental Entity) would constitute a breach or in any way adversely affect the rights of Buyer following the Closing. If, as of the Closing Date, such consent is not obtained or such assignment is not attainable pursuant to sections 105, 363 or 365 of the Bankruptcy Code other than as a result of the failure by the Sellers to pay or otherwise satisfy all Cure Amounts, then the Sellers and Buyer will cooperate in a mutually agreeable arrangement, to the extent feasible, under which Buyer would obtain the benefits and assume the obligations (to the extent otherwise constituting Assumed Liabilities hereunder) thereunder in accordance with this Agreement, including subcontracting, sublicensing or subleasing to Buyer, or under which the Sellers would enforce for the benefit of, and at the direction of, Buyer, with Buyer assuming all of the Sellers' obligations (to the extent constituting Assumed Liabilities hereunder), and any and all rights of the Sellers thereunder.

6.11 Tax Matters.

(a) All Transfer Taxes arising out of the transfer of the Purchased Assets and any Transfer Taxes required to effect any recording or filing with respect thereto shall be borne by the Sellers. The Transfer Taxes shall be calculated assuming that no exemption from Transfer Taxes is available, unless otherwise indicated in the Sale Order or, at Closing, the Sellers or Buyer, as appropriate, provide an appropriate resale exemption certificate or other evidence acceptable to Buyer or the Sellers, as appropriate, of exemption from such Transfer Taxes. The Sellers and Buyer shall cooperate to timely prepare and file any Tax Returns relating to such Transfer Taxes, including any claim for exemption or exclusion from the application or imposition of any Transfer Taxes. The Sellers shall file all necessary documentation and returns with respect to such Transfer Taxes when due, and shall promptly, following the filing thereof, furnish a copy of such return or other filing and a copy of a receipt showing payment of any such Transfer Tax to Buyer. Each Party shall furnish or cause to be furnished to the other, upon request, as promptly as practicable, such information and assistance relating to the Purchased Assets and the Business as is reasonably necessary for filing of all Tax Returns, including any claim for exemption or exclusion from the application or imposition of any Taxes or making of any election related to Taxes, the preparation for any audit by any taxing authority and the prosecution or defense of any claim, suit or proceeding relating to any Tax Return.

(b) Other than Transfer Taxes, all liability for Taxes with respect to the Purchased Assets attributable to the Pre-Closing Tax Period shall be borne by the Sellers, and liability for Taxes attributable to the Post-Closing Tax Period shall be borne by Buyer. For purposes of this Agreement, with respect to Taxes attributable to any taxable year or other taxable period beginning on or before and ending after the Closing Date, (i) Taxes imposed on a periodic basis in respect of the Purchased Assets (such as property taxes) shall be allocated between the Pre-Closing Tax Period and the Post-Closing Tax Period pro rata on the basis of the number of days in such period, and (ii) Taxes (other than periodic Taxes) in respect of the Purchased Assets for the Pre-Closing Tax Period shall be computed as if such taxable period ended as of the end of the Closing Date. Without limiting any other provision of this Agreement, the Sellers shall be

solely liable for any Taxes imposed upon the Sellers or any of their Affiliates for the Pre-Closing Tax Period.

(c) The Parties agree that the transfer of the Purchased Assets to the Buyer is intended to be treated as a taxable acquisition of assets and the Parties shall prepare and file all relevant U.S. federal income tax returns consistent with such intended treatment absent a contrary “determination” (within the meaning of Section 1313(a) of the Code).

(d) The obligations set forth in this Section 6.11 with respect to Taxes shall survive until the date that is thirty (30) days following the expiration of the applicable statute of limitations.

6.12 BioDose Arrangements. Prior to Closing, the Sellers shall (a) terminate all prior arrangements or agreements, whether oral or in writing, between each of the Sellers and Bio Dose Pharma, LLC (“BioDose”), as applicable, and (b) use commercially reasonable efforts to enter into a new Contract in writing between Unipharma and BioDose on terms reasonably acceptable to Buyer and Unipharma.

6.13 Material Contracts List. Sellers shall use commercially reasonable efforts to provide Buyer with a true and correct list of all Material Contracts (and copies thereof) promptly following the date hereof and in no event later thirty (30) days from the Agreement Date.

6.14 COVID-19 Policies. To the extent not already being done, Sellers will use commercially reasonable efforts to (i) take all necessary precautions to minimize the spread of COVID-19 in the workplace, including with respect to its employees, contractors, or other temporary or permanent service providers that have tested positive for, or have suspected cases of, COVID-19, as well as his/her close contacts, in a manner consistent with the recommendations of the Centers Disease Control and Prevention, the Occupational Safety and Health Administration and any applicable state or local authorities, (ii) document confirmed or suspected diagnosis of COVID-19 to the extent required by Occupational Safety and Health Administration or any similar state or local government authority and (iii) adopt such policies and practices, reasonably acceptable to Buyer, as are reasonably required to comply with applicable laws relating to COVID-19 and workplace safety, and the recommendations described in clause (i) above.

6.15 Additional Policies. Each of the Sellers shall implement and maintain policies and procedures designed to ensure compliance with all Sanctions, Anti-Corruption Laws, and Anti-Money Laundering Laws from and after the date hereof, in each case, in form and substance reasonably acceptable to Buyer.

ARTICLE VII

BANKRUPTCY PROVISIONS

7.1 Expense Reimbursement. In consideration for Buyer having expended considerable time and expense in connection with this Agreement and the negotiation thereof and the identification and quantification of assets of the Sellers, if this Agreement is terminated for any reason other than Section 9.1(c)(i), the Sellers shall pay Buyer, in accordance with the terms of this Agreement (including Section 9.2) and the Bidding Procedures Order an aggregate amount

equal to the Expense Reimbursement; provided however, if the Agreement is terminated pursuant to Section 9.1(b)(vi), Section 9.1(b)(vii) or Section 9.1(c)(ii), any such Expense Reimbursement shall only be due and payable upon consummation of an Alternate Transaction from the proceeds of such Alternate Transaction. Each of the Parties acknowledges and agrees that the agreements contained in this Section 7.1 are an integral part of the Transactions and this Agreement and that the Expense Reimbursement is not a penalty, but rather is liquidated damages in a reasonable amount that will reasonably compensate Buyer in the circumstances in which such Expense Reimbursement is payable for the efforts and resources expended and opportunities foregone by Buyer while negotiating and pursuing the Transactions and this Agreement and in reasonable reliance on this Agreement and on the reasonable expectation of the consummation of the Transactions, which amount would otherwise be impossible to calculate with precision. In accordance with Section 7.3, Sellers shall file with and seek the entry by the Bankruptcy Court of the Bidding Procedures Order approving the payment of the Expense Reimbursement. The claim of Buyer in respect of the Expense Reimbursement shall become and constitute an allowed administrative expense claim against each of the Sellers under sections 503(b) and 507(a)(2) of the Bankruptcy Code in the Cases (without the need to file a proof of claim). The Expense Reimbursement shall be payable on a joint and several basis by the Sellers.

7.2 Bankruptcy Court Orders and Related Matters.

(a) The Sellers and Buyer acknowledge that this Agreement and the Transactions are subject to entry of, as applicable, the Bidding Procedures Order and the Sale Order. In the event of any discrepancy between this Agreement and the Bidding Procedures Order and the Sale Order, the Bidding Procedures Order and the Sale Order shall govern.

(b) The Sellers shall give notice under the Bankruptcy Code of the request for the relief specified in the Bidding Procedures Motion to all creditors and parties in interest entitled to notice thereof pursuant to the Bidding Procedures Order, the Bankruptcy Code, the Bankruptcy Rules, the local rules of the Bankruptcy Court, and any other applicable orders of the Bankruptcy Court, including all Persons that have asserted Liens on any Seller's assets, and all non-debtor parties to the Available Contracts of the Sellers and other appropriate notice, including such additional notice as the Bankruptcy Court shall direct or as Buyer may reasonably request, and provide appropriate opportunity for hearing, to all parties entitled thereto, of all motions, orders, hearings, or other Proceedings in the Bankruptcy Court relating to this Agreement, the Transactions and the Bidding Procedures Motion.

(c) The Sellers shall provide draft copies of all orders, motions, pleading, applications and other material documents they intend to file with the Bankruptcy Court in connection with the sale of the Purchased Assets or the Transactions not less than three (3) Business Days prior to the date when the Sellers plan to file such document (provided, that if the delivery of such drafts at least three (3) Business Days is not reasonably practicable, such drafts shall be delivered to Buyer as soon as reasonable practicable prior to filing). The form and substance of any such document hereunder shall be acceptable to Buyer.

(d) Subject to the Sellers exercising their rights pursuant to this Section 7.2, the Sellers shall not, and shall cause their Affiliates not to, take any action that is intended to result in, or fail to take any action that is intended to result in, or fail to take any action the intent of which failure to act would result in, the reversal, voiding, modification or staying of the Bidding

Procedures Order or, if applicable, if Buyer is the prevailing bidder at the Auction, the Sale Order. The Sellers shall, and shall cause their Affiliates to, comply with the Bidding Procedures Order and the Sale Order.

7.3 Bankruptcy Milestones. The Sellers shall achieve the following milestones by the dates set forth below (or such later date as may be agreed by Buyer) (collectively, the “Bankruptcy Milestones”):

(a) On the Petition Date, the Debtors shall file a motion with the Bankruptcy Court seeking approval of the DIP Facility.

(b) On or before the date that is one (1) day after the Petition Date, the Debtors shall have filed the Bidding Procedures Motion in the Bankruptcy Court.

(c) On or before the date that is two (2) days after the Petition Date, the Bankruptcy Court shall have entered the Interim DIP Order.

(d) On or before ten (10) days after the Petition Date, the Debtors have filed a Plan in the Cases, in form and substance acceptable to the Buyer.

(e) On or before the date that is no later than fourteen (14) days after the Petition Date, each of the Debtors shall have filed schedules and statements of financial affairs pursuant to rule 1007 of the Federal Rule of Bankruptcy Procedure.

(f) On or before the date that is twenty-five (25) days after the Petition Date, the Bankruptcy Court shall have entered the Bidding Procedures Order and the Final DIP Order.

(g) On or before the date that is forty-two (42) days after the Petition Date, the Bid Deadline (as defined in the Bidding Procedures Order) shall have occurred.

(h) On or before the date that is forty-four (44) days after the Petition Date, the Debtors shall have commenced the Auction, if necessary.

(i) On or before the date that is forty-five (45) days after the Petition Date, the Bankruptcy Court shall have entered the Sale Order.

(j) On or before the date that is sixty (60) days after the Petition Date, the Closing shall have occurred.

ARTICLE VIII

CONDITIONS TO OBLIGATIONS OF THE PARTIES

8.1 Conditions Precedent to Obligations of Buyer. The obligation of Buyer to consummate the Transactions is subject to the satisfaction (or waiver by Buyer in Buyer’s sole discretion) on or prior to the Closing Date of each of the following conditions:

(a) Debt Purchase. Concurrently with the Closing, the Lender shall have assigned or otherwise transferred, or caused the assignment or transfer of, its interest in an amount

outstanding under the DIP Facility and, if applicable, the Loan Debt equal to, in the aggregate, the Credit Bid Amount and related security documents to Buyer pursuant to agreements, in form and substance satisfactory to Buyer and the Lender.

(b) Accuracy of Representations and Warranties. The representations and warranties of the Sellers contained in Section 4.1 (Organization and Good Standing), Section 4.2 (Power and Authority), Section 4.4 (No Contravention), Section 4.15 (Financial Advisors), Section 4.17 (Tax Matters), Section 4.25 (Anti-Corruption), Section 4.26 (OFAC) and Section 4.29 (Related Party Transactions) shall be true and correct on the date hereof and on and as of the Closing Date, with the same force and effect as though such representations and warranties had been made on and as of the Closing Date (except to the extent that any such representation or warranty is expressly made as of a specified date). The representations and warranties of the Sellers contained in Section 4.6 (Title to Purchased Assets) shall be true and correct in all material respects on the date hereof and on and as of the Closing Date, with the same force and effect as though such representations and warranties had been made on and as of the Closing Date (except to the extent that any such representation or warranty is expressly made as of a specified date). All other representations and warranties of the Sellers contained in Article IV shall be true and correct on the date hereof and as of the Closing Date (except to the extent that any such representation or warranty is expressly made as of a specified date), except where the failure of any such representations or warranties to be true and correct (without giving effect to any limitations to “material” or “Material Adverse Effect”), either individually or in the aggregate, has resulted in or would reasonably be expected to result in a Material Adverse Effect.

(c) Performance of Obligations. Each of the Sellers shall have performed in all material respects all obligations and agreements contained in this Agreement required to be performed by it on or prior to the Closing Date.

(d) Third Party Consents. The Sellers shall have obtained all consents and approvals set forth in Schedule 4.5.

(e) DIP Financing. The DIP Documents shall have each been approved by the Bankruptcy Court pursuant to the Final DIP Order, which shall be in form and substance acceptable to Buyer.

(f) No Material Adverse Effect. There shall have been no Material Adverse Effect from the Agreement Date through the Closing Date.

(g) No Challenges to Credit Bid. There shall be no pending challenge or contest to the validity, amount, perfection or priority of the DIP Documents, the Loan Documents or other Claims of Buyer or Lender (as applicable) thereunder that would prevent or otherwise limit Buyer’s ability to credit bid the Credit Bid Amount or assume the Assumed Debt, unless any such challenge or contest shall have been resolved to the reasonable satisfaction of Buyer in its sole discretion;

(h) Deliverables. The Sellers shall have delivered, or caused to be delivered, to Buyer each deliverable required pursuant to Section 3.1(b).

(i) Bidding Procedures Order. The Bankruptcy Court shall have entered the Bidding Procedures Order, which Order shall have become a Final Order.

(j) Sale Order. The Bankruptcy Court shall have entered the Sale Order, which Order shall have become a Final Order.

8.2 Conditions Precedent to the Obligations of the Sellers. The obligation of the Sellers to consummate the Transactions is subject to the satisfaction (or waiver by the Sellers) at or prior to the Closing Date of each of the following conditions:

(a) Accuracy of Representations and Warranties. The representations of Buyer contained in Section 5.1 (Organization and Good Standing), Section 5.2 (Power and Authority), Section 5.3 (No Contravention) and Section 5.6 (Financial Advisors) shall be true and correct on the date hereof and on and as of the Closing Date, with the same force and effect as though such representations and warranties had been made on and as of the Closing Date (except to the extent that any such representation or warranty is expressly made as of a specified date). All other representations and warranties contained in Article V shall be true and correct on the date hereof and as of the Closing Date (except to the extent that any such representation or warranty is expressly made as of a specified date), except where the failure of any such representations or warranties to be true and correct (without giving effect to any limitations to “material” or similar qualifier), either individually or in the aggregate, has resulted in or would reasonably be expected to have an adverse effect on Buyer’s ability to perform its obligations under this Agreement in any material respect.

(b) Performance of Obligations. Buyer shall have performed in all material respects all obligations and agreements contained in this Agreement required to be performed by it prior to or on the Closing Date.

(c) Deliverables. Buyer shall have delivered to the Sellers each deliverable required pursuant to Section 3.1(c).

(d) Bidding Procedures Order. The Bankruptcy Court shall have entered the Bidding Procedures Order, which Order shall not be subject to a stay or otherwise been vacated.

(e) Sale Order. The Bankruptcy Court shall have entered the Sale Order, which Order shall not be subject to a stay or otherwise been vacated.

8.3 Conditions Precedent to Obligations of Buyer and the Sellers. The respective obligations of Buyer and the Sellers to consummate the Transactions are subject to the fulfillment, on or prior to the Closing Date, of the condition (which may be waived by the Parties in whole or in part to the extent permitted by applicable Law) that no provision of any applicable Law or Order enacted, entered, promulgated, enforced or issued by any Governmental Entity shall be in effect that prevents, renders illegal or otherwise prohibits the sale and purchase of the Purchased Assets or any of the other Transactions.

8.4 Frustration of Closing Conditions. Neither the Sellers nor Buyer may rely on the failure of any condition to their respective obligations to consummate the Transactions set forth in

Section 8.1, Section 8.2 or Section 8.3, as the case may be, to be satisfied if such failure was caused by such Party's failure to comply with or breach of any provision of this Agreement.

ARTICLE IX

TERMINATION

9.1 Termination of Agreement. This Agreement may be terminated and the Transactions abandoned at any time prior to the Closing:

- (a) by written agreement of the Sellers and Buyer.
- (b) by Buyer, if:
 - (i) any Bankruptcy Milestone is not timely satisfied in accordance with Section 7.3;
 - (ii) there shall have been a breach by the Sellers of any of their representations, warranties, covenants or agreements contained in this Agreement, which breach would result in the failure to satisfy one or more of the conditions set forth in Section 8.1, and such breach shall be incapable of being cured or, if capable of being cured, shall not have been cured by the earlier of (A) February 5, 2021 (or such later date as the Parties may agree upon in writing, the "Outside Date") or (B) five (5) Business Days after written notice thereof shall have been received by the Sellers;
 - (iii) the Cases are (A) converted to cases under chapter 7 of the Bankruptcy Code or (B) dismissed prior to the Closing;
 - (iv) a trustee or examiner is appointed under section 1104 of the Bankruptcy Code;
 - (v) there is a breach or event of default under the DIP Documents;
 - (vi) Buyer is not the winning bidder at the Auction; or
 - (vii) any Seller enters into a definitive agreement with respect to an Alternate Transaction or an Order of the Bankruptcy Court or other court of competent jurisdiction is entered approving an Alternate Transaction;
- (c) by the Sellers, if:
 - (i) there shall have been a breach by Buyer of any of its representations, warranties, covenants or agreements contained in this Agreement, which breach would result in the failure to satisfy one or more of the conditions set forth in Section 8.2, and such breach shall be incapable of being cured or, if capable of being cured, shall not have been cured within the earlier of (A) Outside Date or (B) five (5) Business Days after written notice thereof shall have been received by Buyer; or

(ii) any Seller enters into a definitive agreement with respect to an Alternate Transaction that is a Competing Qualified Bid, or an Order of the Bankruptcy Court or other court of competent jurisdiction is entered approving an Alternate Transaction that is a Competing Qualified Bid.

(d) by either Buyer or the Sellers:

(i) if any Governmental Entity shall have enacted or issued a Law or Order or taken other action permanently restraining, prohibiting or enjoining any of the Parties from consummating the Transactions; or

(ii) if the Closing shall not have occurred by the Outside Date (except that a Party seeking to terminate this Agreement pursuant to this Section 9.1(d)(ii) shall not have the right to do so if such Party is then in material breach of its obligations under this Agreement).

9.2 Consequences of Termination.

(a) If either Buyer, on the one hand, or Sellers, on the other hand, desire to terminate this Agreement pursuant to Section 9.1, such Party (or Parties, as applicable) shall give written notice of such termination to the other Parties. Upon delivery of such notice of termination, this Agreement will become void and have no further force and effect and all further obligations of the Parties to each other under this Agreement will terminate without further obligation or liability of the Parties.

(b) Notwithstanding anything to the contrary in this Agreement, if the Agreement is terminated pursuant to Section 9.1(b)(vi), Section 9.1(b)(vii) or Section 9.1(c)(ii), then Buyer shall be entitled to payment of the Expense Reimbursement, if approved by the Bankruptcy Court, upon consummation of an Alternate Transaction from the proceeds of such Alternate Transaction.

(c) Notwithstanding anything to the contrary in this Agreement, if this Agreement is terminated for any reason other than pursuant to Section 9.1(b)(vi), Section 9.1(b)(vii) or Section 9.1(c), then Buyer shall be entitled to payment of the Expense Reimbursement no later than two (2) Business Days following such termination.

(d) Notwithstanding the foregoing set forth in this Section 9.2, Section 1.1 (Defined Terms), Section 6.5 (Public Announcements), Section 7.1 (Expense Reimbursement), this Section 9.2 (Consequences of Termination) and Article X (Miscellaneous) shall survive any termination of this Agreement.

(e) Nothing in this Section 9.2 shall relieve Buyer or the Sellers of any liability for a breach of this Agreement prior to the date of termination.

ARTICLE X

MISCELLANEOUS

10.1 Expenses. Except as set forth in this Agreement or the Credit Documents and whether or not the Transactions are consummated, each Party shall bear all costs and expenses incurred or to be incurred by such Party in connection with this Agreement and the consummation of the Transactions.

10.2 Assignment. Neither this Agreement nor any of the rights or obligations hereunder may be assigned by Sellers without the prior written consent of Buyer, or by Buyer without the prior written consent of Sellers; provided, however, that Buyer may assign any or all of its rights and/or liabilities hereunder (or any document delivered by Buyer pursuant hereto) to one or more Affiliates of Buyer, or to any party which has received a contribution of the any outstanding balance of Loan Debt equal to the Credit Bid Amount, in the aggregate, which assignment shall not relieve Buyer of its obligations hereunder. Subject to the foregoing, this Agreement shall be binding upon and inure to the benefit of the Parties and their respective successors and permitted assigns.

10.3 Parties in Interest. This Agreement shall be binding upon and inure solely to the benefit of the Sellers and Buyer, and nothing in this Agreement, express or implied, is intended to or shall confer upon any other Person any rights, benefits or remedies of any nature whatsoever under or by reason of this Agreement except as expressly set forth herein. Without limiting the foregoing, no direct or indirect holder of any equity interests or securities of either the Sellers or Buyer (whether such holder is a limited or general partner, member, stockholder or otherwise), nor any Affiliate of either the Sellers or Buyer, nor any Representative, or controlling Person of each of the Parties and their respective Affiliates, shall have any liability or obligation arising under this Agreement or the Transactions.

10.4 Matters Related to the Lender.

(a) The Lender shall use commercial reasonable efforts to assign or transfer or otherwise deliver to Buyer an amount outstanding under the Loan Debt equal in the aggregate to the Credit Bid Amount and corresponding security documents, pursuant to agreements, in form and substance satisfactory to Buyer and Lender.

(b) Each of the Parties acknowledges and agrees that none of the Sellers' title to, control of or possession of any of the Purchased Assets, or any of the Sellers' obligations in respect of any of the Assumed Liabilities, shall be transferred to or assumed by the Lender. Each Seller and Buyer, on behalf of itself and its respective Affiliates, acknowledges and agrees that neither the Lender nor any of its Affiliates (other than Buyer) shall have any Liability in the event of any breach by Buyer or any Seller of any of its representations, warranties, covenants, obligations or other agreements under this Agreement, including its obligations to consummate the Transactions in accordance with the terms of any document contemplated by this Agreement, other than as a result of or arising out of the Lender's intentional fraud or willful misconduct. Each Seller and Buyer, on behalf of itself and its respective Affiliates, further acknowledges and agrees that neither the Lender nor any of its Affiliates (other than Buyer) shall in any way be deemed to be attributed or otherwise responsible for any of the representations, warranties, covenants,

With a copy to: Berger Singerman LLP
1450 Brickell Avenue
Suite 1900
Miami, Florida 33131
Attention: Paul Steven Singerman, Esq.
Christopher Andrew Jarvinen, Esq.
Email: singerman@bergersingerman.com
cjarvinen@bergersingerman.com

If to Buyer or Lender: c/o MS Capital Partners Adviser Inc.
1585 Broadway
New York, NY 10036
Attention: Frederik Wijsenbeek
Email: frederik.wijsenbeek@morganstanley.com

With a copy to: Weil, Gotshal & Manges LLP
767 Fifth Avenue
New York, NY 10153
Attention:
Ray C. Schrock, P.C.
Mariel E. Cruz, Esq.
Alexander W. Welch, Esq.
Email:
ray.schrock@weil.com
mariel.cruz@weil.com
alexander.welch@weil.com

Rejection of or refusal to accept any Notice, or the inability to deliver any Notice because of changed address of which no Notice was given, shall be deemed to be receipt of the Notice as of the date of such rejection, refusal or inability to deliver.

10.7 Entire Agreement; Amendments and Waivers. This Agreement and all agreements entered into pursuant hereto and thereto and all certificates and instruments delivered pursuant hereto and thereto constitute the entire agreement between the Parties pertaining to the subject matter hereof and supersede all prior agreements, understandings, negotiations, and discussions, whether oral or written, of the Parties; provided, that nothing herein shall modify or alter the terms, rights or obligations of the Lender or Sellers under the Loan Documents or the DIP Documents prior to Closing. This Agreement may be amended, supplemented or modified, and any of the terms, covenants, representations, warranties or conditions may be waived, only by a written instrument executed by Buyer and Sellers, or in the case of a waiver, by the Party waiving compliance. No waiver of any of the provisions of this Agreement shall be deemed or shall constitute a waiver of any other provision hereof (whether or not similar), and no such waiver shall constitute a continuing waiver unless otherwise expressly provided. No failure on the part of any Party to exercise, and no delay in exercising, any right, power or remedy hereunder shall operate

as a waiver thereof, nor shall any single or partial exercise of such right, power or remedy by such Party preclude any other or further exercise thereof or the exercise of any other right, power or remedy.

10.8 Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument. Counterparts to this Agreement may be delivered via “pdf” or facsimile. In proving this Agreement, it shall not be necessary to produce or account for more than one such counterpart signed by the Party against whom enforcement is sought.

10.9 Invalidity. If any one or more of the provisions contained in this Agreement or in any other instrument referred to herein, shall, for any reason, be held to be invalid, illegal or unenforceable in any respect, the Parties shall negotiate in good faith to modify this Agreement, to ensure that this Agreement shall reflect as closely as practicable the intent of the Parties on the date hereof. If the final judgment of a court of competent jurisdiction or other Governmental Entity declares that any term or provision hereof is invalid, illegal or unenforceable, the Parties agree that the court making such determination will have the power to reduce the scope, duration, area or applicability of the term or provision, to delete specific words or phrases, or to replace any invalid, illegal or unenforceable term or provision with a term or provision that is valid, legal and enforceable and that comes closest to expressing the intention of the invalid, illegal or unenforceable term or provision.

10.10 Governing Law. This Agreement, and any Proceeding that may be based upon, arise out of or relate or be incidental to the Transactions, this Agreement, the negotiation, execution, performance or consummation of the foregoing or the inducement of any Party to enter into the foregoing, whether for breach of Contract, tortious conduct or otherwise, and whether now existing or hereafter arising (each, a “Transaction Dispute”), will be exclusively governed by and construed and enforced in accordance with the internal Laws of the State of New York, without giving effect to any Law or rule that would cause the Laws of any jurisdiction other than the State of New York to be applied, except to the extent that such Laws are superseded by the Bankruptcy Code.

10.11 Dispute Resolution; Consent to Jurisdiction.

(a) Without limiting any Party’s right to appeal any order of the Bankruptcy Court, (i) the Bankruptcy Court shall retain exclusive jurisdiction to enforce the terms of this Agreement and to decide any Transaction Dispute, and (ii) any and all proceedings related to the foregoing shall be filed and maintained only in the Bankruptcy Court, and the Parties hereby consent to and submit to the jurisdiction and venue of the Bankruptcy Court and shall receive notices at such locations as indicated in Section 10.6; provided, however, upon the closing of the Cases (except for any matter(s) with respect to the Sellers and/or the Cases in which the Bankruptcy Court retains jurisdiction with respect to such matter with respect to Sellers and/or the Cases), then, the Parties agree to unconditionally and irrevocably submit to the exclusive jurisdiction of the U.S. District Court for the Southern District of New York sitting in New York County or the Commercial Division of the Courts of the State of New York sitting in the County of New York and any appellate court from any thereof, for the resolution of any such Transaction Dispute. In that context, and without limiting the generality of the foregoing, each Party irrevocably and unconditionally: (i) submits for itself and its property to the exclusive jurisdiction

of such courts with respect to any Transaction Dispute and for recognition and enforcement of any judgment in respect thereof, and agrees that all claims in respect of any Transaction Dispute shall be heard and determined in such courts; (ii) agrees that venue would be proper in such courts, and waives any objection that it may now or hereafter have that any such court is an improper or inconvenient forum for the resolution of any Transaction Dispute; and (iii) agrees that Notice demand in accordance with Section 10.6, will be effective service of process; provided, however, that nothing herein will be deemed to prevent a Party from making service of process by any means authorized by the Laws of the State of New York.

(b) The foregoing consent to jurisdiction will not constitute submission to jurisdiction or general consent to service of process in the State of New York for any purpose except with respect to any Transaction Dispute.

10.12 WAIVER OF RIGHT TO TRIAL BY JURY. EACH PARTY HEREBY WAIVES TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW ANY RIGHT THEY MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY PROCEEDING IN CONNECTION WITH A TRANSACTION DISPUTE.

10.13 Specific Performance. Each Party acknowledges and agrees that the other Party would be damaged irreparably in the event that a Party does not perform its obligations under this Agreement in accordance with its specific terms or otherwise breaches this Agreement, so that, in addition to any other remedy that Buyer or the Sellers may have under law or equity, each Party shall be entitled to injunctive relief to prevent any breaches of the provisions of this Agreement by the other Parties and to enforce specifically this Agreement and the terms and provisions hereof.

10.14 Third Party Beneficiaries. Nothing in this Agreement, express or implied, is intended to confer upon any other Person any rights or remedies of any nature under or by reason of this Agreement, except as expressly provided herein, including Section 10.17.

10.15 Counting. If the due date for any action to be taken under this Agreement (including the delivery of Notices) is not a Business Day, then such action shall be considered timely taken if performed on or prior to the next Business Day following such due date.

10.16 Survival. Except as expressly set forth in this Agreement to the contrary, all representations and warranties and covenants of Buyer and the Sellers, respectively, contained in this Agreement or in any document delivered pursuant hereto shall not survive the Closing Date and thereafter shall be of no further force and effect. Notwithstanding the foregoing, all covenants and agreements set forth in this Agreement, which by their terms would require performance after the Closing Date, shall survive until fully performed or until such covenant or agreement expires by its terms.

10.17 Non-Recourse. All claims, Liabilities, Proceedings, or causes of action (whether in contract or in tort, in law or in equity, or granted by statute) that may be based upon, in respect of, arise under, out or by reason of, be connected with, or relate in any manner to a Transaction Dispute, may be made only against (and are expressly limited to) the entities that are expressly identified as parties hereto in the preamble to this Agreement or, if applicable, their permitted assignees (collectively, the "Contracting Parties"). No Person who is not a Contracting Party, including any past, present or future director, officer, employee, incorporator, member, partner,

manager, equityholder, Affiliate, agent, attorney, or representative of, and any financial advisor or lender to, any Contracting Party (other than the Persons listed on Schedule 10.17(a)), or any director, officer, employee, incorporator, member, partner, manager, equityholder, Affiliate, agent, attorney, or representative of, and any financial advisor or lender to, any of the foregoing, including each of the Persons listed on Schedule 10.17(b) (collectively, the “Nonparty Affiliates”), shall have any Liability (whether in contract or in tort, in law or in equity, or granted by statute) for any claims, Liabilities, or causes of action, arising under, out of, in connection with, or related in any manner to a Transaction Dispute; and, to the maximum extent permitted by Law, each Contracting Party hereby waives and releases all such claims, Liabilities, and causes of action, against any such Nonparty Affiliates.

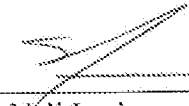
10.18 Preparation of this Agreement. Buyer and the Sellers hereby acknowledge that (a) Buyer and the Sellers jointly and equally participated in the drafting of this Agreement and all other agreements contemplated hereby, (b) Buyer and the Sellers have been adequately represented and advised by legal counsel with respect to this Agreement and the Transactions, and (c) no presumption shall be made that any provision of this Agreement shall be construed against either Party by reason of such role in the drafting of this Agreement and any other agreement contemplated hereby.

10.19 Releases. Effective as of the Closing, each of the Sellers on their own behalf and on behalf of their past, present, and future predecessors, successors and assigns hereby unconditionally, irrevocably, and fully forever release, remise, acquit, relinquish, irrevocably waive, and discharge the Buyer and Lender, and each of their respective affiliates, former, current, or future officers, employees, directors, agents, representatives, owners, members, partners, financial advisors, legal advisors, shareholders, managers, consultants, accountants, attorneys, affiliates, assigns, and predecessors in interest, each in their capacity as such, of and from any and all Claims, demands, liabilities, responsibilities, disputes, remedies, causes of action, indebtedness and obligations, rights, assertions, allegations, actions, suits, controversies, proceedings, losses, damages, injuries, attorneys’ fees, costs, expenses, or judgments of every type, whether known, unknown, asserted, unasserted, suspected, unsuspected, accrued, unaccrued, fixed, contingent, pending, or threatened, including all legal and equitable theories of recovery, arising under common law, statute, or regulation or by contract, of every nature and description that exist on the date hereof with respect to or relating to this Agreement, the Sellers, the Debtors, the Cases, the Transaction, the DIP Documents, and the Loan Documents in each case, in connection with any event, conduct or circumstance occurring on or prior to the Closing.

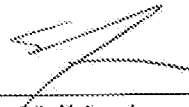
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IN WITNESS WHEREOF, this Agreement has been duly executed and delivered by the duly authorized officers of the Sellers, Buyer and Lender as of the date first above written.

SELLERS: UNIPHARMA, LLC

By: 
Name: Neil Luria
Title: Chief Restructuring Officer

TAMARAC 10200, LLC

By: 
Name: Neil Luria
Title: Chief Restructuring Officer

[Signature Page to Asset Purchase Agreement]

IN WITNESS WHEREOF, this Agreement has been duly executed and delivered by the duly authorized officers of the Sellers, Buyer and Lender as of the date first above written.

BUYER: NHTV (AIV) ULM BIDCO LLC

By: North Haven Tactical Value Fund (AIV) LP,
its sole member

By: MS Tactical Value Fund GP LP, its general
partner

By: MS Tactical Value Fund GP Inc., its general
partner

By:  _____

Name: Frederik Wijsenbeek

Title: Executive Director

LENDER: NHTV ULM HOLDINGS LLC, solely for
purposes of Section 3.2, Section 10.4, and Section
10.7 to 10.19

By: North Haven Tactical Value Fund LP, its
member

By: MS Tactical Value Fund GP LP, its general
partner

By: MS Tactical Value Fund GP Inc., its general
partner

By:  _____

Name: Frederik Wijsenbeek

Title: Executive Director

EXHIBIT A
Bidding Procedures

UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF FLORIDA
FORT LAUDERDALE DIVISION
www.flsb.uscourts.gov

In re:

TAMARAC 10200, LLC and
UNIPHARMA, LLC,

Case No. _____
Case No. _____

Debtors.¹

Chapter 11 Cases
(Joint Administration Pending)

BIDDING PROCEDURES²

On December __, 2020 (the “Petition Date”), each of Tamarac 10200, LLC (“Tamarac”) and Unipharma, LLC (“Unipharma” and together with Tamarac, collectively, the “Debtors”) filed a voluntary petition for relief under Chapter 11 of title 11 of the United States Code, 11 U.S.C. §§ 101, *et seq.* (the “Bankruptcy Code”) in the United States Bankruptcy Court for the Southern District of Florida (the “Bankruptcy Court”).

On December __, 2020, the Debtors filed the *Debtors’ Expedited Motion for Entry of an Order (I) Authorizing and Approving the Debtors’ Entry into the Stalking Horse Bid Agreement with the Stalking Horse Bidder, Subject to the Bidding Procedures and the Sale Hearing, (II) Approving Bidding Procedures, (III) Scheduling the Bid Deadlines and the Auction, (IV) Scheduling a Hearing to Consider the Transaction, (V) Approving the Form and Manner of Notice Thereof, (VI) Approving Contract Procedures, and (VII) Granting Related Relief* [ECF No. __] (the “Bidding Procedures Motion”).

The Bidding Procedures Motion sought approval of, among other things, the procedures through which the Debtors, in the reasonable exercise of their business judgment, will determine the highest or otherwise best bid for the sale of all, or substantially all, of the Debtors’ assets (collectively, the “Purchased Assets” or “Sale”) described in that certain *Asset Purchase Agreement* (the “Stalking Horse Bid Agreement”) by and among NHTV (AIV) ULM BIDCO LLC, as purchaser (together with its permitted successors, assigns and designees, the “Stalking Horse Bidder”) and the Debtors, as sellers, a copy of which is attached as Exhibit “B” to the Sale Motion (such bid, the “Stalking Horse Bid”).

¹ The last four digits of each Debtor’s federal tax identification number are Tamarac 10200, LLC (2050) and Unipharma, LLC (8962). The address of the Debtors is 10200 N.W. 67th Street, Tamarac, FL 33321.

² Any capitalized term not explicitly defined herein shall have the meaning ascribed to it in, as applicable, the Stalking Horse Bid Agreement, the Bidding Procedures Motion or the Bidding Procedures Order (as each is defined herein).

On _____, 202_, the Bankruptcy Court entered an order approving the Bidding Procedures Motion [ECF No. ___] (the “Bidding Procedures Order” and the procedures set forth herein, the “Bidding Procedures”), which, among other things, authorizes the Debtors to determine the highest or otherwise best bid for the Purchased Assets through the process and the procedures set forth in these Bidding Procedures, and authorized the Debtors’ entry into the Stalking Horse Bid Agreement, pursuant to which the Stalking Horse Bidder has committed to (a) purchase, acquire, and take assignment and delivery of the Purchased Assets, free and clear of all liens, claims, encumbrances, and other interests (except as otherwise expressly provided in the Stalking Horse Bid Agreement), and (b) assume certain liabilities associated with the Debtors’ operations as set forth in the Stalking Horse Bid Agreement, in the form of a credit bid.

Unless expressly indicated, the following Bidding Procedures apply to all bidders regardless of the phase of the Auction in which the bidder intends to participate.

Key Dates

<u>Event</u>	<u>Date</u>
Hearing on the Motion for Bidding Procedures	_____, 202_ at ___ a.m./p.m. (prevailing Eastern Time)
Service of (i) Bidding Procedures Order, and (ii) Assumption Notice,	Within three (3) business days after the Bankruptcy Court’s entry of the Bidding Procedures Order
Contract Objection Deadline	January __, 2021 at 4:00 p.m. (prevailing Eastern Time)
Sale Objection Deadline	January __, 2021 at 4:00 p.m. (prevailing Eastern Time)
Bid Deadline	January __, 2021 at 5:00 p.m. (prevailing Eastern Time)
Notice of No Auction to be Held (if applicable)	January __, 2021 at 8:00 p.m. (prevailing Eastern Time)
Notification of Auction Baseline Bid to all Competing Qualified Bidders	January __, 2021 at 5:00 p.m. (prevailing Eastern Time)
Auction	January __, 2021 at 10:00 a.m. (prevailing Eastern Time), subject to the right of the Debtors, in the reasonable exercise of their business judgment, to adjourn the Auction to a later date. If an Auction is to be held, it shall take place at the offices of the Escrow Agent (Berger Singerman LLP, 1450 Brickell Avenue, 19 th Floor, Miami, Florida 33131) or by electronic means (e.g., Zoom).
Sale Hearing	<i>If no Auction is to be held</i> , January __, 2021 at _____ (prevailing Eastern Time), subject to the right of the Debtors, in the reasonable exercise of their business judgment, to adjourn the Sale Hearing to a later date, subject to the availability of the Court. <i>If an Auction is to be held</i> , January __, 2021 at _____ (prevailing Eastern Time), subject to the right of the Debtors, in the reasonable exercise of their business judgment, to adjourn the Sale Hearing to a later date, subject to the availability of the Court.
Adequate Assurance Objection (in the event the Stalking Horse Bidder is not the Successful Bidder)	At or before the Sale Hearing
Deadline to Close the Sale	January __, 2021, subject to the right of the Debtors, in the reasonable exercise of their business judgment and the consent of the Stalking Horse Bidder, to agree to a later date.

Access to Diligence Materials.

To participate in the bidding process and to receive access to due diligence information, including access to the electronic data room being maintained by SOLIC Capital Advisors, LLC (the firm providing the Chief Restructuring Officer to the Debtors, “SOLIC”), and to additional non-public information regarding the Debtors and their business (collectively, the “Diligence Materials”), a party must (i) deliver to the Debtors an executed confidentiality agreement in the form and substance satisfactory in the sole discretion of the Debtors (the “Confidentiality Agreement”); (ii) written evidence demonstrating a party’s financial capability to close a transaction involving the Purchased Assets (an “Alternate Transaction”), as determined by the Debtors, in consultation with the Consultation Parties; and (iii) any other evidence that the Debtors, in consultation with the Consultation Parties, may reasonably request (any such party that satisfies the foregoing, a “Preliminary Interested Investor”).

Only Preliminary Interested Investors may proceed to conduct due diligence and ultimately submit a Bid as defined in these Bidding Procedures. Only Preliminary Interested Investors may submit Bids.

All due diligence requests must be directed to SOLIC. To the extent reasonably practicable, SOLIC will also facilitate meetings between any interested Preliminary Interested Investor and the Debtors’ management team, which meetings will proceed in a manner determined by the Debtors, in their sole discretion.

The due diligence period will end on the Bid Deadline (as defined below), and, subsequent to the Bid Deadline, the Debtors and their representatives, including but not limited to the Debtors’ Advisors (as defined below), will have no obligation to furnish any due diligence information to any party. For the avoidance of doubt, no due diligence will continue after the Bid Deadline.

Neither the Debtors nor any of their respective representatives, including the Debtors’ Advisors, will be obligated to furnish any information relating to the Purchased Assets other than to Preliminary Interested Investors. The Debtors and the Debtors’ Advisors make no representations or warranty as to the information to be provided through this due diligence process or otherwise, accept to the extent set forth in any definitive agreement entered into with a Successful Bidder.

The Debtors and the Debtors’ Advisors will coordinate all reasonable requests from Preliminary Interested Investors for additional information and due diligence access; provided that the Debtors may decline to provide such information to Preliminary Interested Investors who, at such time and in the Debtors’ reasonable exercise of their business judgment, have not established, or who have raised doubt, that such Preliminary Interested Investor intends in good faith to, or has the capacity to, consummate an Alternate Transaction.

For any Preliminary Interested Investor or Competing Qualified Bidder who, in the Debtors’ determination, is a competitor of the Debtors or is affiliated with any competitor of the Debtors, the Debtors reserve the right to withhold, or to delay providing, in their sole discretion, and subject to any requirements under applicable law, any Diligence Materials

that the Debtors determine are business-sensitive or otherwise inappropriate for disclosure to such Preliminary Interested Investor or Competing Qualified Bidder, at any such time.

All parties, Preliminary Interested Investors, and Competing Qualified Bidders are prohibited from communicating with any of the Debtors' employees, directors, officers, landlords, vendors, suppliers, agents, existing lender(s), interest or equity holders, or with any other potential bidder, Preliminary Interested Investor, or Competing Qualified Bidder with respect to any Bid or Alternate Transaction absent the prior written consent (email shall suffice) of the Debtors; provided that if such consent is given a representative of the Debtors shall be present for or party to any such communications (unless otherwise waived by the Debtors in their sole discretion).

Each Preliminary Interested Investor and Competing Qualified Bidder shall comply with all reasonable requests for additional information and due diligence access by the Debtors or the Debtors' Advisors regarding such Preliminary Interested Investor or Competing Qualified Bidder.

Notwithstanding anything to the contrary herein, the Stalking Horse Bidder shall be qualified as a Preliminary Interested Investor and a Competing Qualified Bidder.

Bid Qualification Process

I. Bid Deadline.

A Preliminary Interested Investor that desires to make a proposal, solicitation, or offer for all or substantially all of the Purchased Assets (each, a "Bid") shall transmit such proposal, solicitation, or offer via email (in pdf or similar format) so as to be actually received by the following parties on or before **January __, 2021, at 5:00 p.m. (prevailing Eastern Time)** (the "Bid Deadline"):

- a. *Bankruptcy Counsel to the Debtors:* Berger Singerman LLP, 1450 Brickell Avenue, Suite 1900, Miami, Florida 33131, Attn: Paul Steven Singerman (singerman@bergersingerman.com) and Christopher Andrew Jarvinen (cjarvinen@bergersingerman.com); and
- b. *The Chief Restructuring Officer for the Debtors:* SOLIC Capital Advisors, LLC, 425 W. New England Avenue, Suite 300, Winter Park, FL 32789 (Attn: Neil F. Nuria, nluria@soliccapi.com) (as defined, SOLIC, and together with Berger Singerman LLP, collectively, the "Debtors' Advisors").

II. Bid Requirements.

To be eligible to participate in the Auction (defined below), other than with respect to the Stalking Horse Bid, each Bid by a Preliminary Interested Investor (a "Bidder") must be submitted in writing and satisfy each of the following requirements (collectively, the "Bid Requirements"):

- a. Same or Better Terms. The Bid must be on terms that are substantially the same or better than the terms of the Stalking Horse Bid Agreement, as determined by the Debtors in their sole discretion (in consultation with the Consultation Parties) and

the Bid must identify which assets the Bidder intends to purchase and include executed transaction documents (as defined herein, an Alternate Transaction). A Bid shall include both a clean version (in MS-Word) and a blackline against the Stalking Horse Bid Agreement marked to show all changes requested by the Bidder. A Bid will not be considered qualified for the Auction if: (i) such Bid contains additional material representations and warranties, covenants, closing conditions, termination rights, financing, or due diligence contingencies other than as may be included in the Stalking Horse Bid Agreement (it being agreed and understood that such Bid shall modify the Stalking Horse Bid Agreement as needed to comply in all respects with the Bidding Procedures Order (including removing any termination rights in conflict with the Bidding Procedures Order) and will remove provisions that apply only to the Stalking Horse Bidder, as the stalking horse bidder, such as the Expense Reimbursement); (ii) such Bid is not received by the Debtors in writing on or prior to the Bid Deadline; (iii) such Bid does not provide for payment of the Expense Reimbursement in cash upon closing; and (iv) such Bid does not contain evidence that the Bidder(s) has/have received unconditional debt and/or equity funding commitments (or has unrestricted and fully available cash) sufficient in the aggregate to finance the purchase contemplated thereby, including proof that the Earnest Money Deposit (defined below) has been made.

- b. Amount of Bid. Each Bid must be for all of the Purchased Assets and shall clearly show the amount of the purchase price. In addition, a Bid must include (i) cash consideration of not less than the sum of the Purchase Price (including the amount of the Assumed Debt as of the Closing Date) *plus* (a) all amounts outstanding under the DIP Documents, (b) the Expense Reimbursement and (c) an initial cash overbid of \$500,000, and (ii) assumption of the Assumed Liabilities (other than the Assumed Debt).
- c. Earnest Money Deposit. Each Bid, must be accompanied by a cash deposit in the amount equal to ten (10%) percent of the aggregate value of the cash and non-cash consideration of the Bid to be held in an escrow account to be identified and established by the Debtors (the "Earnest Money Deposit"), *provided that, for the avoidance of doubt*, the Stalking Horse Bidder will not be required to provide an Earnest Money Deposit.
- d. Proof of Financial Ability to Perform. The Bid must include written evidence that the Debtors conclude in their sole discretion demonstrates that the Bidder has the necessary financial ability to close the Alternate Transaction and to provide adequate assurance of future performance under all executory contracts and unexpired leases to be assumed and assigned in such Alternate Transaction (i.e., the Assumed Contracts).
- e. Identity. Each Bid must fully disclose the identity of each person and entity that will be bidding or otherwise participating in connection with such Bid (including each equity holder or other financial backer of the Bidder, including if such Bidder is an entity formed for the purpose of consummating the proposed Alternate Transaction contemplated by such Bid), and the complete terms of any such

participation. Under no circumstances shall any undisclosed principals, equity holders, or financial backers be associated with any Bid. Each Bid must also include contact information for the specific person(s) and counsel whom the Debtors' Advisors should contact regarding such Bid. Nothing herein shall preclude multiple Preliminary Interested Investors from submitting a joint Bid, subject to the Debtors' prior written consent to such submission and the disclosure requirements set forth herein. Each Bid must also fully disclose any connections to the Debtors and/or any of the owners of the Debtors.

- f. Authorization. Each Bid must contain written evidence acceptable to the Debtors in their sole discretion that the Bidder has obtained appropriate authorization or approval from its board of directors (or a comparable governing body) with respect to the submission of its Bid and the consummation of the Alternate Transaction contemplated in such Bid.
- g. Contingencies. A Bid will not be considered qualified for the Auction if it (i) contains any of the contingencies set forth above in sub-paragraph "a", or (ii) is conditioned on obtaining financing or any internal approval, or on the outcome or review of due diligence, but may be subject to the accuracy in all material respects of specified representations and warranties set forth in any definitive agreement entered into by the Debtors with a Successful Bidder at the Closing.
- h. Irrevocable. A Bid must be irrevocable through the Auction, provided, however, that if such Bid is accepted as the Successful Bid or a Backup Bid (each as defined herein), such Bid shall continue to remain irrevocable, subject to the terms and conditions of these Bidding Procedures.
- i. Adequate Assurance of Future Performance. To the extent applicable, each Bid must contain evidence that the Bidder has the ability to comply with the requirements of adequate assurance of future performance under section 365(b)(1) of the Bankruptcy Code (the "Adequate Assurance Information") with respect to the Assumed Contracts. Such Adequate Assurance Information may include: (i) information about the Bidder's financial condition, such as federal tax returns for two (2) years, a current financial statement, or bank account statements; (ii) information demonstrating (as determined by the Debtors in the reasonable exercise of their business judgment (in consultation with the Consultation Parties)) that the Bidder has the financial capacity to consummate the proposed Alternate Transaction; (iii) evidence that the Bidder has obtained authorization or approval from its board of directors (or comparable governing body) with respect to the submission of its Bid; (iv) the identity and exact name of the Bidder (including any equity holder or other financial backer if the Bidder is an entity formed for the purpose of consummating the proposed Alternate Transaction; (v) such additional information regarding the Bidder as the Bidder may elect to include; and (vi) such other documentation that the Debtors may request. By submitting a Bid, the Bidder(s) agree that the Debtors may disseminate their Adequate Assurance Information to affected landlords and contract counterparties in the event that the Debtors determine such Bid to be a Qualified Bid.

- j. As-Is, Where-Is. Each Bid must include a written acknowledgement and representation that the Bidder: (1) has had an opportunity to conduct any and all due diligence regarding the assets prior to making its Bid; (2) has relied solely upon its own independent review, investigation, and/or inspection of any documents and/or the asset(s) in making its Bid; and (3) did not rely upon any written or oral statements, representations, promises, warranties, or guaranties whatsoever, whether express, implied by operation of law, or otherwise, regarding the assets or the completeness of any information provided in connection therewith or the Auction, except as expressly stated in the Bidder's mark-up of the Stalking Horse Bid Agreement.
- k. Affirmative Statement. Each Bid shall be accompanied by an affirmative statement in which the Bidder explicitly agrees that (i) it has and will continue to comply with these Bidding Procedures; (ii) the Bid it submits does not entitle such Bidder (and if it becomes a Competing Qualified Bidder) to any breakup fee, expense reimbursement, Termination Payment, or similar type of payment or reimbursement; and (iii) it waives any substantial contribution administrative expense claims under Bankruptcy Code section 503(b) related to bidding for the Purchased Assets.
- l. Time Frame for Closing. A Bid must be reasonably likely (based on availability of financing, antitrust, or other regulatory issues, experience, and other considerations) to be consummated, if selected as the Successful Bid, within a time frame acceptable to the Debtors after consultation with the Consultation Parties, which time frame shall include a closing by no later than February 5, 2021.
- m. Adherence to Bid Procedures. By submitting a Bid, each Bidder is agreeing, and shall be deemed to have agreed, to abide by and honor the terms of these Bidding Procedures and after the conclusion of the Auction, if any, agrees not to submit a Bid, or seek to reopen the Auction.
- n. Government Approvals. Each Bid must include a description of all governmental, licensing, regulatory, or other approvals or consents that are required to close the proposed Alternate Transaction, together with evidence satisfactory to the Debtors, of the ability to obtain such consents or approvals in a timely manner, as well as a description of any material contingencies or other conditions that will be imposed upon, or that will otherwise apply to, the obtainment or effectiveness of any such consents or approvals.
- o. Government Approvals Timeframe. Each Bid must set forth an estimated timeframe for obtaining any required, governmental, licensing, regulatory or other approvals or consents for consummating any proposed Sale.
- p. Consent to Jurisdiction. By submitting a Bid, each Bidder agrees and shall be deemed to have agreed, to submit to the jurisdiction of the Bankruptcy Court and waives any right to a jury trial in connection with any disputes relating to the Debtors' qualification of bids, the Auction, if any, the construction and enforcement

of these Bidding Procedures, the Alternate Transaction documents, and the Closing, as applicable

- q. Credit Bid. If a Bid, other than the Stalking Horse Bid Agreement, consists in whole or in part of a credit bid pursuant to section 363(k) of the Bankruptcy Code (a “Credit Bid”): (i) it contains evidence sufficient to the Debtors, after consultation with the Consultation Parties, to demonstrate that the secured claims subject to such Credit Bid are secured by unavoidable, properly perfected liens on the Purchased Assets subject to such Credit Bid; and (ii) it includes a cash purchase price sufficient to pay in full the sum of the following, (a) all amounts being paid in full in cash as part of the Purchase Price under the Stalking Horse Bid Agreement (excluding, for the avoidance of doubt, any Assumed Liabilities to be assumed by the Stalking Horse Bidder pursuant to the Stalking Horse Bid Agreement), *plus* (b) all obligations under the DIP Facility, *plus* (c) all obligations secured by senior or *pari passu* liens on the Purchased Assets (e.g., the Loan Debt) to be purchased pursuant to such Credit Bid, *plus* (d) the Expense Reimbursement (in addition to the requirements set forth in (b) above). The Stalking Horse Bid Agreement is, in part, a Credit Bid, notwithstanding any earlier Bids. Further, any Credit Bid, including the Stalking Horse Bid, shall be permitted to increase its Credit Bid up to the full amount of its applicable outstanding secured obligations.

By submitting its Bid, each Bidder is agreeing, and shall be deemed to have agreed, to abide by and honor the terms of the Bidding Procedures, including but not limited to, refraining from, after the conclusion of the Auction, either submitting a Bid or seeking to reopen the Auction. **The submission of a Bid shall constitute a binding and irrevocable offer to acquire the Purchased Assets (or assets) as reflected in such Bid.**

III. Designation of Competing Qualified Bidders.

The Debtors will review each Bid received from a Bidder. A Bid will be considered a “Competing Qualified Bid,” and each Bidder that submits a Competing Qualified Bid will be considered a “Competing Qualified Bidder,” if the Debtors determine, in their sole discretion and in the reasonable exercise of their business judgment (in consultation with the Consultation Parties), that such Bid was received before the Bid Deadline and satisfies each of the Bid Requirements set forth above.

Notwithstanding anything herein to the contrary, the Stalking Horse Bid Agreement submitted by the Stalking Horse Bidder shall be deemed a Competing Qualified Bid, and the Stalking Horse Bidder is a Competing Qualified Bidder for each phase of the Auction.

No later than three (3) business days after the receipt of a Bid, the Debtors will notify the relevant Bidder whether or not its Bid has been designated as a Competing Qualified Bid.

Upon the receipt of any competing Bid(s), the Debtors shall immediately provide counsel for the Stalking Horse Bidder copies of any blackline of the Stalking Horse Bid Agreement received by the Debtors from such Bidder(s).

If any Bid is determined by the Debtors not to be a Competing Qualified Bid, the Debtors will refund such Bidder's Earnest Money Deposit on the date that is three (3) business days after the Debtors inform the Bidder that its Bid is not a Competing Qualified Bid, or as soon as is reasonably practicable thereafter.

Between the date that the Debtors notify a Bidder that it is a Competing Qualified Bidder and the Auction, the Debtors may discuss, negotiate, or seek clarification of any Competing Qualified Bid from a Competing Qualified Bidder. Without the prior written consent of the Debtors, a Competing Qualified Bidder may not modify, amend, or withdraw its Competing Qualified Bid, except for proposed amendments to increase the purchase price, or otherwise improve the terms of, the Competing Qualified Bid, during the period that such Competing Qualified Bid remains binding as specified in these Bidding Procedures; provided that any Competing Qualified Bid may be improved at the Auction as set forth herein. Any improved Competing Qualified Bid must continue to comply with the requirements for Competing Qualified Bids set forth in these Bidding Procedures.

IV. Right to Credit Bid.

Subject to the other requirements in these Bidding Procedures, and in connection with the Sale of the Purchased Assets, secured credit parties, which hold security interests in the Purchased Assets, may seek to submit Credit Bids for such Purchased Assets. The Stalking Horse Bid Agreement is, in part, a Credit Bid. Subject to a Bid and Competing Qualified Bid satisfying the requirements of these Bidding Procedures, the Debtors shall treat comparable Credit Bids and cash bids as equivalent and no Credit Bids shall be considered inferior to a cash bid merely because it is a Credit Bid.

Notwithstanding anything to the contrary contained herein, but subject in all respects to the challenge period as set forth in any DIP Order, the Senior Secured Lender and the DIP Lender shall have the right to Credit Bid all or any portion of the aggregate amount of their respective applicable outstanding secured obligations, notwithstanding any earlier or lower Credit Bid of any portion of their respective applicable outstanding secured obligations.

V. The Auction.

If one or more Competing Qualified Bids (other than the Stalking Horse Bid Agreement submitted by the Stalking Horse Bidder) are received by the Bid Deadline, the Debtors will conduct an auction (the "Auction") to determine the highest or otherwise best Competing Qualified Bid. If no Competing Qualified Bid (other than the Stalking Horse Bid Agreement) is received by the Bid Deadline, no Auction shall be conducted and the Stalking Horse Bid Agreement shall be deemed to be the Successful Bid and the Stalking Horse Bidder shall be deemed to be the Successful Bidder. Only Competing Qualified Bidders (including, but not limited to the Stalking Horse Bid) may participate in the Auction.

No later than **January __, 2021 at 5:00 p.m. (prevailing Eastern Time)**, the Debtors will notify all Competing Qualified Bidders of the highest or otherwise best pre-Action, Competing Qualified Bid, as determined by the Debtors in the reasonable exercise of their business judgment,

in consultation with the Consultation Parties (the “Auction Baseline Bid”), and will provide copies of the documents supporting the Auction Baseline Bid to all Competing Qualified Bidders.

The determination of which Competing Qualified Bid constitutes the Auction Baseline Bid and which Competing Qualified Bid constitutes the Successful Bid (defined herein) shall take into account any factors that the Debtors deem in their sole discretion to be relevant to the value of the Competing Qualified Bid to the Debtors’ estates, including, among other things: (a) the type and amount of Purchased Assets (or assets) sought to be purchased in the Bid; (b) the amount and nature of the total consideration; (c) the likelihood of the Competing Qualified Bidder’s ability to close a transaction and the timing thereof; (d) the net economic effect of any changes to the value to be received by the Debtors’ estates from the transaction contemplated by the Auction Baseline Bid; (e) the tax consequences of such Competing Qualified Bid; (f) the assumption of obligations, including contracts and leases; (g) the cure amounts to be paid; (h) the impact on employees, including the number of employees proposed to be transferred and employee-related obligations to be assumed, including the assumption of collective bargaining agreements; and (i) regulatory authorizations from the U.S. Food and Drug Administration and all other applicable governmental entities relating to the products and product candidates developed, manufactured, packaged, and distributed by or on behalf of the Debtors, including approvals, authorizations, certificates, registrations, licenses, exemptions, permits, clearances, and consents (collectively, the “Bid Assessment Criteria”).

The Auction (if any) shall take place on **January __, 2021 at 10:00 a.m. (prevailing Eastern Time)**, at the offices of Berger Singerman LLP, 1450 Brickell Avenue, Suite 1900, Miami, Florida 33131, or such other date and time and/or place or by electronic means (e.g., Zoom) as selected by the Debtors (in consultation with the Consultation Parties) shall notify all Competing Qualified Bidders, including the Stalking Horse Bidder, counsel for the Stalking Horse Bidder, and other invitees in accordance with these Bidding Procedures, and for the avoidance of any doubt, the Auction is subject to the right of the Debtors, in the reasonable exercise of their business judgment, to adjourn the Auction to a later date.

The Auction shall be conducted according to the following procedures:

a. The Debtors Shall Conduct the Auction.

The Debtors and their professionals, including but not limited to the Debtors’ Advisors, shall direct and preside over the Auction. At the start of the Auction, the Debtors shall announce which Competing Qualified Bid(s) is/are deemed to be the Auction Baseline Bid.

Only (i) the Debtors, (ii) the Stalking Horse Bidder, (iii) other Competing Qualified Bidders, (iv) the Consultation Parties, and (v) with respect to (i) through (iv), each of their respective representatives and legal and financial advisors, shall be entitled to attend the Auction, and the Competing Qualified Bidders shall appear at the Auction in person and may speak or bid themselves or through duly authorized representatives.

b. No Collusion; Good-Faith *Bona Fide* Offer.

Each Competing Qualified Bidder participating at the Auction will be required to confirm on the record at the Auction that (i) it has not engaged in any collusion with respect to the bidding

or sale of the Purchased Assets, and (ii) its Competing Qualified Bid is a good-faith bona fide offer and it intends to consummate the proposed transaction for the Purchased Assets if selected as the Successful Bidder.

c. Terms of Overbids.

An “Overbid” means any bid made at the Auction by a Competing Qualified Bidder subsequent to the Debtors’ announcement of the Auction Baseline Bid. To submit an Overbid for purposes of this Auction, a Bidder must comply with the following conditions:

- (i) Minimum Overbid Increment. Any Overbid following the Auction Baseline Bid shall be no less than the value of the \$500,000, as determined by the Debtors in the reasonable exercise of their business judgment. Additional consideration in excess of the amount set forth in an Auction Baseline Bid, including each Overbid, may include cash, credit bids and/or other noncash consideration, or any combination of the foregoing, as determined by the Debtors in the reasonable exercise of their business judgment. For purposes of the Overbid, the Stalking Horse Bidder shall be entitled to a dollar for dollar credit in the amount of the Termination Payment.
- (ii) Remaining terms are the same as for Competing Qualified Bids. Except as modified herein, an Overbid must comply with the conditions for a Competing Qualified Bid set forth above, provided, however, that the Bid Deadline shall not apply. Any Overbid must remain open and binding on the Bidder until and unless the Debtors accept a higher Overbid or have a Backup Bidder (as defined below). An Overbid may contain alterations, modifications, additions, or deletions of any terms of the Bid no less favorable to the Debtors’ estates than any prior Competing Qualified Bid or Overbid, as determined by the Debtors in the reasonable exercise of their business judgment, but shall otherwise comply with the terms of these Bidding Procedures.

d. Consideration of Overbids.

The Debtors reserve the right, in the reasonable exercise of their business judgment and in consultation with the Consultation Parties, to adjourn the Auction one or more times, to, among other things, to (i) facilitate discussions between the Debtors and the Competing Qualified Bidders, (ii) allow Competing Qualified Bidders to consider how they wish to proceed, and (iii) provide Competing Qualified Bidders the opportunity to provide the Debtors with such additional evidence as the Debtors, in the reasonable exercise of their business judgment, may require, that the relevant Competing Qualified Bidder has sufficient internal resources or has received sufficient non-contingent debt and/or equity funding commitments to consummate the proposed purchase of the Purchased Assets at the prevailing Overbid amount.

Upon the solicitation of each round of Overbids, the Debtors may announce a deadline (as the Debtors may, in the reasonable exercise of their business judgment, extend from time to time, the “Overbid Round Deadline”) by which time any Overbids must be submitted to the Debtors.

Subsequent to each Overbid Round Deadline, the Debtors shall announce whether the Debtors have identified, (a) in the initial Overbid round, an Overbid as being higher or otherwise better than the Auction Baseline Bid, or, (b) in subsequent rounds, an Overbid as being higher or otherwise better than the Overbid previously designated by the Debtors as the prevailing highest or otherwise best Bid (the “Prevailing Highest Bid”). The Debtors shall describe to all Competing Qualified Bidders the material terms of any new Overbid designated by the Debtors as the Prevailing Highest Bid as well as the value attributable by the Debtors to such Prevailing Highest Bid based on, among other things, the Bid Assessment Criteria.

e. Backup Bidder.

Notwithstanding anything in the Bidding Procedures to the contrary, if an Auction is conducted, the party with the next highest or otherwise best Competing Qualified Bid at the Auction, as determined by the Debtors, in the reasonable exercise of their business judgment (in consultation with the Consultation Parties), will be designated as the backup bidder (the “Backup Bidder”). The Backup Bidder shall be required to keep its initial Bid (or if the Backup Bidder submitted one or more Overbids at the Auction, its final Overbid) (the “Backup Bid”) open and irrevocable until the earlier of 4:00 p.m. (prevailing Eastern Time) on the date that is the earlier of sixty (60) days after the conclusion of the Auction (the “Outside Backup Date”) or the closing of the Alternate Transaction with the Successful Bidder. For the avoidance of doubt, the Debtors may not designate the Stalking Horse Bidder as a Backup Bidder without its express written consent.

Following the Sale Hearing, if the Successful Bidder fails to consummate an approved transaction, the Debtors may designate (in consultation with the Consultation Parties) the Backup Bidder to be the new Successful Bidder, and the Debtors will be authorized, but not required, to consummate the transaction, with the Backup Bidder. A hearing to authorize a sale to the Backup Bidder will be held by the Bankruptcy Court on no less than three (3) days’ notice, with supplemental objections due at least two (2) days prior to such hearing (the “Backup Sale Hearing”). For the avoidance of doubt, only parties who timely filed an objection to the Sale by the Sale Objection Deadline may supplement their original objection with respect to the Backup Bidder and all such issues shall be limited to issues relating to the identity of the Backup Bidder. In such case, the defaulting Successful Bidder’s Earnest Money Deposit shall be forfeited to the Debtors specifically reserve the right to seek all available damages from the defaulting Successful Bidder. The Earnest Money Deposit of the Backup Bidder shall be held by the Debtors until the earlier of one (1) business day after (i) the closing of the transaction with the Successful Bidder and (ii) the Outside Backup Date.

f. Additional and Modified Procedures.

The Debtors (in consultation with the Consultation Parties and the Stalking Horse Bidder) may announce at the Auction additional or modified rules and procedures that are reasonable under

the circumstances (e.g., limitations on the amount of time to make subsequent Overbids, changes in minimum Overbid increments, etc.) for conducting the Auction so long as such rules are not inconsistent with the Bidding Procedures or the Stalking Horse Bid Agreement.

g. Consent to Jurisdiction as Condition to Bidding.

The Stalking Horse Bidder and all Competing Qualified Bidders at the Auction shall be deemed to have consented to the core jurisdiction of the Bankruptcy Court and waived any right to a jury trial in connection any disputes relating to these Bidding Procedures, the Auction, or the construction and enforcement of any documents relating to an Alternate Transaction.

h. Closing the Auction.

The Auction shall continue until the Debtors determine, in the reasonable exercise of their business judgment (in consultation with the Consultation Parties), that there is a highest or otherwise best Competing Qualified Bid or Competing Qualified Bids at the Auction for all or substantially all of the Purchased Assets (each a “Successful Bid” and each Bidder submitting such Successful Bid, a “Successful Bidder”). The Auction shall not close unless and until all Bidders who have submitted Competing Qualified Bids have been given a reasonable opportunity to submit an Overbid at the Auction to the then-existing Overbids and the Successful Bidder has submitted fully executed sale and transaction documents memorializing the terms of the Successful Bid. Within one (1) business day following the conclusion of the Auction, the Debtors shall file a notice on the Bankruptcy Court’s docket in the lead case for the Debtors identifying (with specificity) the Successful Bidder for the Purchased Assets and any applicable Backup Bidders. The Debtors shall not consider any Bids submitted after the conclusion of the Auction and any and all such Bids shall be deemed untimely and shall under no circumstances constitute a Competing Qualified Bid.

Such acceptance by the Debtors of the Successful Bid is conditioned upon approval by the Bankruptcy Court of the Successful Bid.

The Debtors shall maintain a written transcript of all Bids made and announced at the Auction, including the Auction Baseline Bid, all Overbids, all Prevailing Highest Bids, the Successful Bid and any Backup Bid.

VI. Expense Reimbursement.

The Stalking Horse Bidder is entitled to payment of the Expense Reimbursement pursuant to the terms of the Stalking Horse Bid Agreement.

The Debtors recognize the value and benefits that the Stalking Horse Bidder has provided to the Debtors’ estates by entering into the Stalking Horse Bid Agreement, as well as the Stalking Horse Bidder’s expenditure of time, energy and resources. Therefore, subject to the terms of the Stalking Horse Bid Agreement, the Debtors shall pay the Expense Reimbursement on the terms set forth in the Stalking Horse Bid Agreement and shall be paid to the Stalking Horse Bidder prior to the payment of the proceeds of such sale to any third party asserting a lien on the Purchased

Assets (and no Lien of any third party shall attach to the portion of the sale proceeds representing the Expense Reimbursement.)

The Expense Reimbursement shall constitute an allowed administrative expense claim against the each of the Debtors pursuant to section 503(b) and 507 of the Bankruptcy Code (without the need to file a proof of claim).

Except for the Stalking Horse Bidder, no other party submitting an offer or Bid for the Purchased Assets or a Competing Qualifying Bid shall be entitled to any expense reimbursement, breakup fee, termination or similar fee or payment.

In the event no Competing Qualified Bid, other than the Stalking Horse Bid, is received, the Debtors reserve the right to request (in consultation with the Consultation Parties) that the Bankruptcy Court advance the date of the Sale Hearing and provide notice of such new date to those parties in interest entitled to notice thereof.

The Sale Hearing may be adjourned or rescheduled from time to time.

VII. Sale Hearing.

Objections, if any, to the Sale and/or the sale of the Purchased Assets to the Successful Bidder and the transaction contemplated by the Stalking Horse Bid Agreement must be: (a) be in writing; (b) state the basis of such objection with specificity; (c) comply with the Bankruptcy Rules and the Local Rules; (d) be filed with the Court on or before **4:00 p.m. (prevailing Eastern Time) on January __, 2021** (the “Sale Objection Deadline”); and (e) be served, so as to be received the same day as the objection is filed, upon: (1) *the Debtors*, c/o (i) the Chief Restructuring Officer, SOLIC Capital Advisors, LLC, 425 W. New England Avenue, Suite 300, Winter Park, FL 32789 (Attn: Neil F. Nuria, nluria@soliccapi.com) and (ii) *bankruptcy counsel for the Debtors*, Berger Singerman LLP, 1450 Brickell Avenue, Suite 1900, Miami, FL 33131 (Attn: Paul Steven Singerman, Esq. (singerman@bergersingerman.com) and Christopher Andrew Jarvinen, Esq. (cjarvinen@bergersingerman.com)); (2) *counsel for the Lender, the DIP Lender, and the Stalking Horse Bidder*, Weil, Gotshal & Manges LLP, 767 Fifth Avenue, New York, N.Y. 10153 (Attn: Ray C. Shrock, P.C. (Ray.Schrock@weil.com), Alexander Welch, Esq. (Alexander.Welch@weil.com), and Bryan R. Podzius, Esq. (Bryan.Podzius@weil.com)); (3) *the Office of the United States Trustee*, 51 SW First Avenue, Room 1204, Miami, Florida 33130, and (4) counsel to any statutory committee appointed in the Debtors’ bankruptcy cases.

If no Auction is to be held, the Debtors will file a notice **no later than 8:00 p.m. (prevailing Eastern Time) on January __, 2021** with the Court in the lead case for the Debtors stating that there will be no Auction (the notice will be posted at the Court’s website <https://ecf.flsb.uscourts.gov/> which requires a court-issued login and passcode to access the notice).

In the event that no Auction is to be held, the Debtors will seek a hearing (the “Sale Hearing”) on **January __, 2021 at _____ (prevailing Eastern Time)**, at which the Debtors will seek approval of the transactions contemplated by the Stalking Horse Bid Agreement with the Successful Bidder, and for the avoidance of any doubt, the Sale Hearing is subject to the right of the Debtors, in the reasonable exercise of their business judgment, to adjourn the Sale Hearing to

a later date, subject to the availability of the Court. In the event that an Auction is to be held, the Debtors will seek a Sale Hearing on **January _____, 2021 at _____ (prevailing Eastern Time)**, at which the Debtors will seek approval of the transactions contemplated by the Stalking Horse Bid Agreement with the Successful Bidder, and for the avoidance of any doubt, the Sale Hearing is subject to the right of the Debtors, in the reasonable exercise of their business judgment, to adjourn the Sale Hearing to a later date, subject to the availability of the Court.

The Sale Hearing may be continued to a later date by the Debtors by either filing a notice with the Bankruptcy Court prior to, or making an announcement in open court at, the Sale Hearing. No further notice of any such continuance will be required to be provided to any party.

The approved Sale shall close not later than February 5, 2021, unless the Debtors, with the consent of the Stalking Horse Bidder, agree to a later date.

VIII. Return of Earnest Money Deposit.

The Earnest Money Deposits for each Competing Qualified Bidder (i) shall be held in one or more interest-bearing escrow accounts on terms acceptable to the Debtors in their sole discretion, (ii) shall not become property of the Debtors' estates absent further order of the Bankruptcy Court, and (iii) shall be returned (other than with respect to the Successful Bidder and the Backup Bidder) on the date that is three (3) business days after the Sale Hearing, or as soon as is reasonably practicable thereafter.

The Earnest Money Deposit of the Backup Bidder shall be returned to the Backup Bidder on the date that is the earlier of one (1) business day after (i) the closing of the transaction with the Successful Bidder and (ii) the Outside Backup Date. If the Successful Bidder timely closes its winning transaction, its Earnest Money Deposit shall be credited towards its purchase price.

Upon the return of the Earnest Money Deposit, the applicable Competing Qualified Bidders shall receive any and all interest that will have accrued thereon.

If a Successful Bidder fails to consummate a proposed transaction because of a breach by such Successful Bidder, the Debtors will not have any obligation to return the Earnest Money Deposit deposited by such Successful Bidder, which may be retained by the Debtors' estates as liquidated damages, in addition to any and all rights, remedies, or causes of action that may be available to the Debtors, and the Debtors shall be free to consummate the proposed Alternate Transaction with the applicable Backup Bidder without the need for an additional hearing or order of the Court.

IX. Consultation Parties.

Each reference in these Bidding Procedures to "consultation" (or similar phrase) with the Consultation Parties shall mean consultation in good faith. The term "Consultation Parties" as used in these Bidding Procedures shall mean (a) the DIP Lender (and its advisors), (b) the Senior Secured Lender (and its advisors) and (c) any statutory committee of unsecured creditors). During any period in which a Consultation Party or an affiliate thereof (i) has submitted a Qualified Bid and has become a Qualified Bidder hereunder, or (ii) submits (or indicates its intent to submit) a

credit bid, such Consultation Party shall no longer be considered a Consultation Party for purposes of these Bidding Procedures unless and until such party unequivocally revokes its Bid and waives its right to continue in the Auction process.

X. Free and Clear Sale.

Except as otherwise provided in the Stalking Horse Bid Agreement, the applicable purchase agreement of a different Successful Bidder, or the Sale Order, all of the Debtors' rights, title, and interests in the Purchased Assets shall be sold free and clear of all pledges, liens, security interests, encumbrances, claims, charges, options and interests thereon and there against (collectively, the "Encumbrances") in accordance with section 363 of the Bankruptcy Code and any definitive agreement entered into by the Debtors with the Successful Bidder with respect to a Sale, with such Encumbrances to attach to the net proceeds (if any) of the sale of the Purchased Assets.

XI. Fiduciary Duties.

Notwithstanding anything to the contrary contained herein, nothing in the Bidding Procedures will prevent the Debtors from exercising their respective fiduciary duties under applicable law.

XII. Reservation of Rights.

Except as otherwise provided in Stalking Horse Bid Agreement, or the Bidding Procedures Order, the Debtors further reserve the right as they may reasonably determine at any time, whether before, during or after the Auction, in the exercise of the Debtors' business judgment (in consultation with the Consultation Parties) to: (a) determine which Bidders are Competing Qualified Bidders; (b) determine which Bids are Competing Qualified Bids and reject any or all Bids or Competing Qualified Bids; (c) determine which Competing Qualified Bid is the highest or otherwise best proposal and which is the next highest or otherwise best proposal; (d) reject any Bid that is (i) inadequate or insufficient, (ii) not in conformity with the requirements of the Bidding Procedures or the requirements of the Bankruptcy Code or (iii) contrary to the best interests of the Company or the Debtors and their estates; (e) impose additional terms and conditions with respect to all potential bidders other than the Stalking Horse Bidder; (f) modify these Bidding Procedures and/or implement additional procedural rules that the Debtors determine will better promote the goals of the bidding process, including but not limited to adding procedural rules that are reasonably necessary or advisable under the circumstances for conducting the Auction; (g) extend the deadlines set forth in these Bidding Procedures; and (h) adjourn or cancel the Auction at the Auction and/or the Sale Hearing in open court without further notice or by filing a notice on the docket (in consultation with the Stalking Horse Bidder and the Consultation Parties).

EXHIBIT B
Bidding Procedures Order

UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF FLORIDA
FORT LAUDERDALE DIVISION
www.flsb.uscourts.gov

In re:

TAMARAC 10200, LLC and
UNIPHARMA, LLC,

Debtors.¹

Case No. _____
Case No. _____

Chapter 11 Cases
(Joint Administration Pending)

**ORDER GRANTING DEBTORS' EXPEDITED MOTION FOR ENTRY
OF AN ORDER (I) AUTHORIZING AND APPROVING THE DEBTORS'
ENTRY INTO THE STALKING HORSE BID AGREEMENT WITH THE STALKING
HORSE BIDDER, SUBJECT TO THE BIDDING PROCEDURES AND THE SALE
HEARING, (II) APPROVING BIDDING PROCEDURES, (III) SCHEDULING
THE BID DEADLINES AND THE AUCTION, (IV) SCHEDULING A HEARING
TO CONSIDER THE TRANSACTION, (V) APPROVING THE FORM AND
MANNER OF NOTICE THEREOF, (VI) APPROVING CONTRACT
PROCEDURES, AND (VII) GRANTING RELATED RELIEF**

THIS MATTER came before the Court on December __, 2020 at ____ a.m./p.m. (the
“Hearing”) upon the *Debtors' Expedited Motion for Entry of an Order (I) Authorizing and*

¹ The last four digits of each Debtor's federal tax identification number are Tamarac 10200, LLC (2050) and Unipharma, LLC (8962). The address of the Debtors is 10200 N.W. 67th Street, Tamarac, FL 33321.

Approving the Debtors' Entry into the Stalking Horse Bid Agreement with the Stalking Horse Bidder, Subject to the Bidding Procedures and the Sale Hearing, (II) Approving Bidding Procedures, (III) Scheduling the Bid Deadlines and the Auction, (IV) Scheduling a Hearing to Consider the Transaction, (V) Approving the Form and Manner of Notice Thereof, (VI) Approving Contract Procedures, and (VII) Granting Related Relief [ECF No. ___] (the "Motion")² filed by Tamarac 10200, LLC ("Tamarac") and Unipharma, LLC ("Unipharma" and together with Tamarac, collectively, the "Debtors"), by the authority granted to the Debtors by Chapter 11 of title 11 of the United States Code (the "Bankruptcy Code"). The Motion requests the entry of an order: (a) authorizing and approving the Debtors' entry into the Stalking Horse Bid Agreement, subject to the Bidding Procedures attached hereto as **Exhibit "1"** (the "Bidding Procedures") and the Sale Hearing; (b) approving the Bidding Procedures in connection with the solicitation and acceptance of higher or otherwise better bids, with respect to the Sale of the Purchased Assets; (c) approving the Expense Reimbursement; (d) scheduling on shortened notice the bid deadlines and the Auction; (e) scheduling the Sale Hearing to approve the Sale, and setting objection deadlines with respect to the Sale; (f) approving the form and manner of notice of the Sale Notice and related Auction for the Purchased Assets; (g) establishing the Assumption and Assignment Procedures of the Assumed Contracts; and (h) granting related relief, all as more fully set forth in the Motion; and this Court having found that the relief requested in the Motion is in the best interests of the Debtors' estates, their creditors, and other parties in interest; and this Court having considered the First Day Declaration, and this Court having found that the Debtors' notice of the Motion and opportunity for a hearing on the Motion were appropriate and no other notice need be provided;

² Any capitalized term not explicitly defined herein shall have the meaning ascribed to it, as applicable, in (i) the Motion, (ii) the Bidding Procedures attached hereto as **Exhibit "1"**, or (iii) the Stalking Horse Bid Agreement (as such term is defined in the Motion).

and this Court having reviewed the Motion and having heard the statements in support of the relief requested therein at a Hearing before this Court; and this Court having determined that the legal and factual bases set forth in the Motion and at the Hearing established just cause for the relief granted herein; and upon all of the proceedings had before this Court and at the Hearing; and after due deliberation and sufficient cause appearing therefor, does for the reasons stated in the Motion and on the record of the Hearing, all of which are incorporated herein:

IT IS HEREBY FOUND AND DETERMINED THAT:

A. The findings and conclusions set forth herein constitute the Court's findings of fact and conclusions of law pursuant to Rule 7052 of the Federal Rules of Bankruptcy Procedure (the "Bankruptcy Rules"), made applicable to this proceeding pursuant to Bankruptcy Rule 9014. To the extent that any of the following findings of fact constitute conclusions of law, they are adopted as such. To the extent any of the following conclusions of law constitute findings of fact, they are adopted as such.

B. This Court has jurisdiction over the Motion and the transactions contemplated by the Stalking Horse Bid Agreement pursuant to 28 U.S.C. §§ 157 and 1334. This matter is a core proceeding pursuant to 28 U.S.C. § 157(b)(2). Venue is proper in this district and in this Court pursuant to 28 U.S.C. §§ 1408 and 1409.

C. The statutory bases for the relief requested in the Motion are: (i) sections 105, 363, 365, 503 and 507 of the Bankruptcy Code; (ii) Bankruptcy Rules 2002, 6003, 6004, 6006, 9006, 9007 and 9014; and (iii) rules 2002-1(C)(2) and 6004-1 of the Local Bankruptcy Rules for the Southern District of Florida (the "Local Rules").

D. Good and sufficient notice of the Motion and the relief sought therein has been given under the circumstances, such notice complied with all applicable requirements of the Bankruptcy Code, the Bankruptcy Rules and the Local Rules, and no other or further notice is

required except as set forth herein with respect to the hearing to be conducted to approve the transactions contemplated by the Stalking Horse Bid Agreement (the “Sale Hearing”). A reasonable and fair opportunity to object or be heard regarding the Motion and the relief provided in this Order have been afforded to parties in interest under the circumstances.

E. The Debtors’ proposed notice of the Bidding Procedures, the Auction and the Sale Hearing is appropriate and reasonably calculated to provide all interested parties with timely and proper notice of the sale of all or substantially all of the Debtors’ assets (the “Purchased Assets”), the auction (the “Auction”) for all or substantially all of the Purchased Assets, and the Bidding Procedures to be employed in connection therewith, and the Sale Hearing.

F. The form and manner of service of the Sale Notice as proposed in the Motion, is appropriate and reasonably calculated to provide all interested parties with timely and proper notice of the Auction, the Sale, the Bidding Procedures, and the Assumption and Assignment Procedures to be employed in connection therewith, including, without limitation: (i) the date, time and place of the Auction (if one is held); (ii) the Bidding Procedures and the dates and deadlines related thereto; (iii) the objection deadline for the Sale and the date, time and place of the Sale Hearings; (iv) reasonably specific identification of the Purchased Assets, including the sale of certain of the Debtors’ or their estates’ causes of actions.

G. The Assumption Notice (as defined below) is appropriate and reasonably calculated to provide each non-debtor party to any Available Contracts (such parties, collectively, the “Non-Debtor Counterparties”) with proper notice of the potential assumption and assignment of the applicable Available Contract, the proposed Cure Amount (as defined below), and the Assumption and Assignment Procedures. The inclusion of any particular contract or lease on an Assumption Notice shall not be deemed to be an admission that such contract or lease is an executory contract

or unexpired lease of property or require or guarantee that such contract or lease will be assumed and/or assigned, and all rights of the Debtors with respect to the foregoing are reserved.

H. The Debtors have demonstrated a compelling and sound business justification for the Court to grant the relief requested in the Motion, including, without limitation: (i) approval of the Bidding Procedures; (ii) setting the Sale Hearing and approving the manner of notice of the Motion and the Sale Hearing; (iii) approval of the Sale Notice and the Assumption Notice (iv) approving the Assumption and Assignment Procedures set forth herein and in the Stalking Horse Bid Agreement, including the procedures set forth in the Stalking Horse Bid Agreement with respect to the Stalking Horse Bidder's rights to designate or change the character of such Assumed Contracts by the Determination Date; (v) approving the payment of the Expense Reimbursement on the terms set forth in the Stalking Horse Bid Agreement and in this Order; and (vi) all related relief as set forth herein.

I. The Assumption and Assignment Procedures are fair, reasonable, and appropriate, and comply with the provisions of section 365 of the Bankruptcy Code.

J. Under the circumstances, the Debtors' marketing process has been reasonably calculated to maximize value for the benefit of all stakeholders.

K. Under the circumstances, the Bidding Procedures are fair, reasonable and appropriate, and are designed to maximize the value to be achieved for the Purchased Assets. The Bidding Procedures were negotiated by the parties at arms' length and in good faith by the Debtors and the Stalking Horse Bidder.

L. The Debtors have demonstrated a compelling and sound business justification for the Court to approve the payment of the Expense Reimbursement on the terms set forth in the Stalking Horse Bid Agreement. The Expense Reimbursement: (i) is payable as provided in

Sections 7.1 and 9.2 of the Stalking Horse Bid Agreement; (ii) shall be granted allowed administrative expense status under sections 503(b) and 507 of the Bankruptcy Code and shall be deemed an actual and necessary cost of preserving the Debtors' estates within the meaning of section 503(b) of the Bankruptcy Code; (iii) is of substantial benefit to the Debtors' estates; (iv) is reasonable and appropriate, including in light of the size and nature of the sale and the efforts that have been or will be expended by the Stalking Horse Bidder notwithstanding that the proposed sale is subject to higher or otherwise better offers for the Purchased Assets; (v) was negotiated by the parties at arm's length and in good faith; and (vi) is necessary to ensure that the Stalking Horse Bidder will continue to pursue its proposed acquisition of the Purchased Assets contemplated by the Stalking Horse Bid Agreement. The Expense Reimbursement is a material inducement for, and a condition of, the Stalking Horse Bidder's entry into the Stalking Horse Bid Agreement.

M. The entry of this Order is in the best interests of the Debtors, their estates, creditors and other parties in interest.

IT IS HEREBY ORDERED, ADJUDGED AND DECREED THAT:

1. The Motion is **GRANTED** to the extent set forth herein.
2. Except as explicitly provided herein to the contrary, all objections to the Motion or the relief requested therein that have not been withdrawn, waived, or settled, and all reservations of rights included therein, including _____, are overruled and denied on the merits with prejudice.

The Stalking Horse Bid Agreement

3. The Debtors are authorized to enter into the Stalking Horse Bid Agreement attached as Exhibit "A" to the Sale Motion, subject to higher or otherwise better offers received from Competing Qualified Bidders at the Auction, provided, that the rights of all parties to object to the Sale contemplated by the Stalking Horse Bid Agreement are preserved. NHTV (AIV) ULM

BIDCO LLC, together with its permitted successors, assigns and designees, is approved as the Stalking Horse Bidder for the Purchased Assets, pursuant to the terms of the Stalking Horse Bid Agreement and this Order. The Debtors are authorized to perform any obligations of the Debtors set forth in the Stalking Horse Bid Agreement that are intended to be performed prior to the Sale Hearing or entry of the Sale Order, without further order of the Court.

4. The Expense Reimbursement is approved on the terms set forth in the Stalking Horse Bid Agreement. The Expense Reimbursement shall constitute an allowed administrative expense claim against each Debtors' bankruptcy estates under sections 503(b) and 507 of the Bankruptcy Code (without the need to file a proof of claim). The obligation of the Debtors to pay the Expense Reimbursement shall survive termination of the Stalking Horse Bid Agreement.

5. Subject to the terms of the Stalking Horse Bid Agreement, the Debtors shall pay the Expense Reimbursement out of the proceeds of an Alternate Transaction to the Stalking Horse Bidder by wire transfer of immediately available funds to the account specified by the Stalking Horse Bidder to the Debtors in writing and shall be paid to the Stalking Horse Bidder prior to the payment of the proceeds of such sale to any third party asserting a lien on the Purchased Assets (and no Lien of any third party shall attach to the portion of the sale proceeds representing the Expense Reimbursement). No further or additional order from this Court shall be required in order to give effect to such provisions relating to the terms of payment of the Expense Reimbursement and the Stalking Horse Bidder's professional advisors are not obligated to comply with any provisions of the Bankruptcy Code regarding Court approval of professional fees payable by the Debtors' estates and included in the Expense Reimbursement.

6. The obligation of the Debtors' estates to pay each of the Expense Reimbursement, as provided by the Stalking Horse Bid Agreement and this Order, is hereby approved in all respects

and shall survive termination of the Stalking Horse Bid Agreement and shall be payable out on the terms set forth in the Stalking Horse Bid Agreement.

The Bidding Procedures

7. The Bidding Procedures, attached hereto as **Exhibit “1”**, are hereby approved in their entirety, are incorporated herein by reference and shall govern the bids and proceedings related to the Sale and the Auction. The failure to recite or reference any particular provision of the Bidding Procedures in this Order shall not diminish the effectiveness of such provision, it being the intent of this Court that the Bidding Procedures be authorized and approved in their entirety.

8. The “Bidding Procedures Key Dates”, attached hereto as **Exhibit “2”**, are hereby approved in their entirety.

9. The Debtors are authorized to proceed with the Sale in accordance with the Bidding Procedures and are authorized to take any and all actions reasonably necessary or appropriate to implement the Bidding Procedures, in accordance therewith, the Stalking Horse Bid Agreement, and the timeline below.

10. The Bid Deadline is **January __, 2021 at 5:00 p.m. (prevailing Eastern Time)**.

11. Subject to any applicable financing orders entered in the Debtors’ bankruptcy cases, holders of claims secured by unavoidable, properly perfected liens on all or a portion of the Purchased Assets shall, pursuant to section 363(k) of the Bankruptcy Code, be permitted, but not compelled, to credit bid up to the full amount of their secured claims for any such Purchased Assets (such bid, a “**Credit Bid**”).

12. A Credit Bid, other than the Stalking Horse Bid Agreement, must: (i) contain evidence sufficient to the Debtors, after consultation with the Consultation Parties, to demonstrate that the secured claims subject to such Credit Bid are secured by unavoidable, properly perfected

liens on the Purchased Assets subject to such Credit Bid; and (ii) include a cash purchase price sufficient to pay in full the sum of the following: (a) all amounts being paid in full in cash as part of the Purchase Price under the Stalking Horse Bid Agreement (excluding, for the avoidance of doubt, any Assumed Liabilities to be assumed by the Stalking Horse Bidder pursuant to the Stalking Horse Bid Agreement), plus (b) all obligations under the DIP Facility, plus (c) all obligations secured by senior or pari passu liens on the Purchased Assets (e.g., the Loan Debt) to be purchased pursuant to such Credit Bid, plus (d) the Expense Reimbursement (in addition to the requirements set forth in (b) above).

13. The Stalking Horse Bid Agreement is, in part, a Credit Bid, notwithstanding any earlier Bids. Further, any Credit Bid, including the Stalking Horse Bid, shall be permitted to increase its Credit Bid up to the full amount of its applicable outstanding secured obligations. For purposes of valuing Competing Qualified Bids and determining the Successful Bid, the full face amount of a Credit Bid satisfying the requirements set forth in the Bidding Procedures and this Order shall be deemed to have the same value as the equivalent amount of cash. In the event the Purchased Assets are acquired in an Alternate Transaction, the Successful Bidder shall be responsible for the payment of the Expense Reimbursement per the terms of the Stalking Horse Bid Agreement and this Order.

14. For the avoidance of doubt each Competing Qualified Bid must be for all of the Purchased Assets and must include (i) cash consideration of not less than the sum of the Purchase Price (including the amount of the Assumed Debt as of the Closing Date) *plus* (a) all amounts outstanding under the DIP Documents, (b) the Expense Reimbursement and (c) an initial cash overbid of \$500,000 and (ii) assumption of the Assumed Liabilities (other than the Assumed Debt).

15. If the Debtors receive more than one Competing Qualified Bid (as defined in the Bidding Procedures) by the Bid Deadline, an Auction shall take place on **January __, 2021 at 10:00 a.m. (prevailing Eastern Time)** at the offices of Berger Singerman LLP, located at 1450 Brickell Avenue, Suite 1900, Miami, Florida 33131, or such other place and time, or by electronic means (e.g., Zoom), as the Debtors shall notify all Competing Qualified Bidders, including the Stalking Horse Bidder, counsel for the Stalking Horse Bidder and other invitees in accordance with the Bidding Procedures, and for the avoidance of any doubt, the Auction is subject to the right of the Debtors, in the reasonable exercise of their business judgment, to adjourn the Auction to a later date. The Auction shall be conducted in accordance with the Bidding Procedures. Each Competing Qualified Bidder participating in the Auction must confirm that it (a) has not engaged in any collusion with respect to the bidding or sale of any of the assets described herein, (b) has reviewed, understands and accepts the Bidding Procedures, and (c) has consented to the core jurisdiction of this Court.

16. If no Auction is to be held, the Sale Hearing shall be held before this Court on **January __, 2021 at _____ (prevailing Eastern Time)** and may be adjourned from time to time by the Debtors, and for the avoidance of any doubt, the Sale Hearing is subject to the right of the Debtors, in the reasonable exercise of their business judgment, to adjourn the Sale Hearing to a later date in consultation with the Stalking Horse Bidder, subject to the availability of the Court. If there is no Auction, the Debtors will file serve and file a notice with this Court not later than **January __, 2021 at 8:00 p.m. (prevailing Eastern Time)** stating that there will be no Auction and the Debtors are moving forward with the Sale Hearing on **January __, 2021 at _____ (prevailing Eastern Time)** with the Stalking Horse Bidder, subject to the proviso in the immediately preceding sentence.

17. If an Auction is to be held, the Sale Hearing shall be held before this Court on **January _____, 2021 at _____ (prevailing Eastern Time)** and may be adjourned from time to time by the Debtors, and for the avoidance of any doubt, the Sale Hearing is subject to the right of the Debtors, in the reasonable exercise of their business judgment, to adjourn the Sale Hearing to a later date, subject to the availability of this Court.

18. Objections, if any, to the sale of the Purchased Assets and the Sale contemplated by the Stalking Horse Bid Agreement, or the relief requested in the Sale Motion must: (a) be in writing; (b) state the basis of such objection with specificity; (c) comply with the Bankruptcy Rules and the Local Rules; (d) be filed with the Court on or before **4:00 p.m. (prevailing Eastern Time) on January __, 2021** (the “Sale Objection Deadline”); and (e) be served, so as to be received the same day as the objection is filed, upon: (1) *the Debtors*, c/o (i) the Chief Restructuring Officer, SOLIC Capital Advisors, LLC, 425 W. New England Avenue, Suite 300, Winter Park, FL 32789 (Attn: Neil F. Nuria, nluria@soliccapiatal.com) and (ii) *bankruptcy counsel for the Debtors*, Berger Singerman LLP, 1450 Brickell Avenue, Suite 1900, Miami, FL 33131 (Attn: Paul Steven Singerman, Esq. (singerman@bergersingerman.com) and Christopher Andrew Jarvinen, Esq. (cjarvinen@bergersingerman.com)); (2) *counsel for the Lender, the DIP Lender and the Stalking Horse Bidder*, Weil, Gotshal & Manges LLP, 767 Fifth Avenue, New York, N.Y. 10153 (Attn: Ray C. Shrock, P.C. (Ray.Schrock@weil.com), Alexander Welch, Esq. (Alexander.Welch@weil.com), and Bryan R. Podzius Esq. (Bryan.Podzius@weil.com) and (3) *the Office of the United States Trustee*, 51 SW First Avenue, Room 1204, Miami, Florida 33130; and (4) counsel to any statutory committee appointed in the Debtors’ bankruptcy cases.

Sale Notice

19. The sale notice, substantially in the form attached hereto as **Exhibit “3”** (the “Sale Notice”), is hereby approved and the Debtors are authorized to make non-substantive or immaterial changes to the Notice of Auction and Sale Hearing or to fill in missing information, in each case to the extent not inconsistent with this Order, prior to service or publication of the Notice of Auction and Sale Hearing.

20. On or before three (3) business days after the entry of this Order, the Debtors will file the Sale Notice with the Bankruptcy Court and shall serve the Sale Notice by first-class mail, to the following: (a) all creditors or their counsel known to the Debtors to assert a lien (including any security interest), claim, right, interest, or encumbrance of record against all or any portion of the Purchased Assets; (b) the Office of the United States Trustee for the Southern District of Florida; (c) counsel to the Stalking Horse Bidder; (d) counsel for the Lender; (e) counsel for the DIP Lender; (f) all parties in interest who have requested notice pursuant to Bankruptcy Rule 2002; (g) all applicable federal, state and local taxing and regulatory authorities of the Debtors or recording offices or any other governmental authorities that, as a result of the sale of the Purchased Assets, known to the Debtors that may reasonably have claims, contingent or otherwise, in connection with the Debtors’ ownership of the Purchased Assets or have any known interest in the relief requested by the Motion, which shall include the attorneys general for the State of Florida; (h) the Non-Debtor Counterparties; and (i) all potential bidders previously identified or otherwise known to the Debtors.³

³ With respect to serving all potential bidders previously identified or otherwise known to the Debtors, these are the investors who entered into non-disclosure agreements with the Debtors, and the Debtors are authorized to file under seal that part of the service list providing the names and mailing addresses for all such parties which are served with the Sale Notice and this Order.

Assumption & Assignment Procedures

21. The proposed procedures related to the assumption and assignment of the Assumed Contracts (the “Assumption and Assignment Procedures”), and the payment by the Debtors of any related Cure Amounts, as set forth in the Stalking Horse Bid Agreement and the Motion, are approved

22. The notice, substantially in the form attached hereto as **Exhibit “4”** (the “Assumption Notice”), of potential assumption and assignment of certain of the Debtors’ executory contracts and unexpired leases to be listed in the Assumption Notice (collectively, the “Available Contracts”), is hereby approved in its entirety. The Assumption and Assignment Procedures, including but not limited to, with respect to the Stalking Horse Bidder’s rights to designate or change the Assumed Contracts by the date that is three (3) business days prior to the closing of the Sale, or such shorter period if consented to by the Non-Debtor Counterparty (the “Determination Date”), are approved.⁴

23. On or before three (3) business days after the entry of this Order, the Debtors shall file the Assumption Notice with the Bankruptcy Court and shall serve the Assumption Notice via first class mail on each Non-Debtor Counterparty to an Available Contract listed thereon. The Assumption Notice shall identify all Available Contracts and set forth a good faith estimate of the amount of the Cure Amounts applicable to each such Available Contract.

24. Not later than one business day following the Determination Date, the Debtors shall file with the Bankruptcy Court an amended and restated Assumption Notice, which notice shall set forth only the Assumed Contracts (and exclude all other Available Contracts).

⁴ The Stalking Horse Bid Agreement provides, among other things, that the Stalking Horse Bidder has the right to elect to have the Debtors assume and assign to the Stalking Horse Bidder some or all of the Available Contracts and that the Debtors shall be responsible for payment of the Cure Amounts of the Assumed Contracts.

25. Any objection to the Cure Amount or to the assumption and assignment of an Available Contract to the Stalking Horse Bidder, including with respect to adequate assurance of future performance of the Stalking Horse Bidder (collectively, a “Contract Objection”), must: (a) be in writing; (b) state the basis of such objection with specificity; (c) comply with the Bankruptcy Rules and the Local Rules; (d) be filed with the Court on or before **4:00 p.m. (prevailing Eastern Time) on January __, 2021** (the “Contract Objection Deadline”); and (e) be served, so as to be received the same day as the objection is filed, upon: (1) *the Debtors*, c/o (i) the Chief Restructuring Officer, SOLIC Capital Advisors, LLC, 425 W. New England Avenue, Suite 300, Winter Park, FL 32789 (Attn: Neil F. Nuria, nluria@soliccapi.com); and (ii) *bankruptcy counsel for the Debtors*, Berger Singerman LLP, 1450 Brickell Avenue, Suite 1900, Miami, FL 33131 (Attn: Paul Steven Singerman, Esq. (singerman@bergersingerman.com) and Christopher Andrew Jarvinen, Esq. (cjarvinen@bergersingerman.com)); (2) *counsel for the Prepetition Lender, the DIP Lender, and the Stalking Horse Bidder*, Weil, Gotshal & Manges LLP, 767 Fifth Avenue, New York, N.Y. 10153 (Attn: Ray C. Shrock, P.C. (Ray.Schrock@weil.com), Alexander Welch, Esq. (Alexander.Welch@weil.com), and Bryan R. Podzius, Esq. (Bryan.Podzius@weil.com)); (3) *the Office of the United States Trustee*, 51 SW First Avenue, Room 1204, Miami, Florida 33130; and (4) counsel to any statutory committee appointed in the Debtors’ bankruptcy cases.

26. Any Contract Objection must state the basis for such objection and state with specificity what Cure Amount the party to the Available Contract believes is required (in all cases with appropriate documentation in support thereof). If no Contract Objection is timely received, the Cure Amount set forth in the Assumption Notice shall be controlling, notwithstanding anything to the contrary in the Available Contract or other related documents as of the date of the Assumption Notice. The Assumption Notice shall also provide that the Contract Objection to any

Cure Amount or assumption and assignment of an Available Contract will be heard at the Sale Hearing or at a later hearing, as determined by the Debtors and the applicable counterparty in consultation with the Stalking Horse Bidder. If a Successful Bidder that is not the Stalking Horse Bidder prevails at the Auction, then in such case only the deadline to object to assumption and assignment (solely on the grounds of adequate assurance of future performance) of an Available Contract shall be the Sale Hearing.

27. Unless a Non-Debtor Counterparty to any Available Contract files an objection to the Cure Amount by the applicable objection deadline, then such counterparty shall be (a) be forever barred from objecting to the Cure Amount and from asserting any additional cure or other amounts with respect to such Available Contract, other than the Cure Amount on the Assumption Notice, in the event it is assumed and/or assigned by the Debtors, and the Debtors and the assignee of the Available Contract shall be entitled to rely solely upon the Cure Amounts scheduled on the Assumption Notice; and (b) be deemed to have consented to the assumption, assignment and/or transfer of such Available Contract (including the transfer of any related rights and benefits thereunder) to the relevant assignee and shall be forever barred and estopped from asserting or claiming against the Debtors or the assignee that any additional pre-assignment amounts are due or defaults exist, or conditions to assumption, assignment, and/or transfer must be satisfied under such Available Contract, that any related right or benefit under such Available Contract cannot or will not be available to the relevant assignee, or that the assignee failed to provide such Non-Debtor Counterparty with adequate assurance of future performance

28. Unless a Non-Debtor Counterparty to any Available Contract files a timely Contract Objection to the assumption and assignment of the applicable Available Contract by the Stalking Horse Bidder or the other Successful Bidder, then such Non-Debtor Counterparty shall

be deemed to have (i) consented to the assumption and assignment of the applicable Available Contract to the Stalking Horse Bidder or the other Successful Bidder with the Cure Amount set forth in the Assumption Notice and (ii) waived and released any and all other rights to object to the Cure Amount or the assumption and assignment of the Available Contract to the Stalking Horse Bidder or the other Successful Bidder.

29. On the date of the Closing (the “Closing Date”), with respect to Cure Amounts not disputed as of the Closing Date, the Debtors shall pay all Cure Amounts to the applicable counterparty and the Stalking Horse Bidder shall have no liability therefor. With respect to Cure Amounts that are disputed as of the Closing Date, the Debtors and the Successful Bidder shall cooperate and diligently pursue resolution of such disputes. Upon the resolution of any disputed Cure Amount (with the consent of such Successful Bidder) following the Closing, the Debtors shall pay such Cure Amount promptly, and in no event later than two business days following such resolution.

30. Upon payment by the Debtors of a Cure Amount (through resolution of a Cure Objection or otherwise), all defaults under the Assumed Contracts (monetary or otherwise) and all actual or pecuniary losses that have or may have resulted from such defaults shall be deemed cured, including any Tax, rental obligation, common area maintenance, percentage rent, base rent or utility payments, whether or not such obligation became due, or accrued, after the effective date of the assignment of such Assumed Contracts, as the case may be.

Other Relief

31. Subject to the other requirements in these Bidding Procedures, and in connection with the Sale of the Purchased Assets, secured credit parties, which hold security interests in the Purchased Assets, may submit Credit Bids for such Purchased Assets. The Stalking Horse Bid

Agreement is, a Credit Bid. Subject to each Bid and Competing Qualified Bid satisfying the requirements of these Bidding Procedures, the Debtors shall treat comparable Credit Bids and cash bids as equivalent and no Credit Bid shall be considered inferior to a cash bid merely because it is a Credit Bid. Notwithstanding anything to the contrary contained herein, but subject in all respects to the challenge period as set forth in any DIP Order, the Senior Secured Lender and the DIP Lender shall have the right to Credit Bid all or any portion of the aggregate amount of their applicable outstanding secured obligations, notwithstanding any earlier or lower Credit Bid of any portion of their applicable outstanding secured obligations.

32. Compliance with the foregoing notice provisions shall constitute sufficient notice of the Debtors' proposed sale of the Purchased Assets free and clear of certain liens, claims, interests and encumbrances as set forth in the Stalking Horse Bid Agreement, pursuant to Bankruptcy Code section 363(f) and otherwise, and except as set forth in this Order, no other or further notice of the sale shall be required to be provided by the Debtors.

33. For the reasons stated in the Motion and at the Hearing, the Court grants the Debtors' request for shortened notice with respect to the relief requested in the Motion.

34. The Stalking Horse Bidder is entitled to make any additional bids at the Auction in compliance with the Bidding Procedures. For purposes of any Overbid, the Stalking Horse Bidder shall be entitled to a credit in the amount of the Expense Reimbursement.

35. The Sale Hearing may be continued, from time to time in consultation with the Stalking Horse Bidder, without further notice to creditors or other parties in interest other than by announcement of said continuance before the Court on the date scheduled for such hearing or announced by the Debtors in open court.

36. Except for the Stalking Horse Bidder, no other party submitting an offer or Bid for the Purchased Assets or a Competing Qualifying Bid shall be entitled to any expense reimbursement, breakup, termination, or similar fee or payment.

37. Except as otherwise provided in the Stalking Horse Bid Agreement or this Order, the Debtors further reserve the right as they may reasonably determine to be in the best interests of the Debtors' estates (in consultation with the Parties (i.e., counsel for any statutory committee)) to: (a) determine which Bidders are Competing Qualified Bidders; (b) determine which Bids are Competing Qualified Bids; (c) determine which Competing Qualified Bid is the highest or otherwise best proposal and which is the next highest or otherwise best proposal; (d) reject any Bid that is (i) inadequate or insufficient, (ii) not in conformity with the requirements of the Bidding Procedures or the requirements of the Bankruptcy Code or (iii) contrary to the best interests of the Debtors and their estates; (e) impose additional terms and conditions with respect to all potential bidders; (f) extend the deadlines set forth herein; and (g) continue or cancel the Auction and/or Sale Hearing in open court without further notice or by filing a notice on the docket. Before extending any deadline, the Debtors shall consult with the Stalking Horse Bidder and the Parties.

38. All persons and entities that participate in the bidding process or the Auction shall be deemed to have knowingly and voluntarily submitted to the exclusive jurisdiction of this Court with respect to all matters related to the terms and conditions of the transfer of Purchased Assets, the Auction and any transaction contemplated herein.

39. To the extent that any order confirming any plan of reorganization or liquidation in the Debtors' cases or any other order in these cases (including any order entered after any conversion of these Chapter 11 cases to cases under Chapter 7 of the Bankruptcy Code) alters, conflicts with or derogates from the provisions of this Order, the provisions of this Order shall

control. The Debtors' obligations under this Order, the provisions of this Order and the portions of the Stalking Horse Bid Agreement pertaining to the Bidding Procedures shall survive conversion of these Chapter 11 cases to cases under Chapter 7 of the Bankruptcy Code, confirmation of any plan of reorganization or liquidation, or discharge of claims thereunder and shall be binding upon the Debtors, any Chapter 7 trustee, the reorganized or reconstituted debtors, as the case may be, after the effective date of a confirmed plan or plans in the Debtors' cases (including any order entered after any conversion of the cases of the Debtors to cases under Chapter 7 of the Bankruptcy Code)

40. Notwithstanding the possible applicability of Bankruptcy Rules 6004(h), 6006(d), 7062, 9014 or any other provisions of the Bankruptcy Rules or the Local Rules stating the contrary, the terms and conditions of this Order shall be immediately effective and enforceable upon its entry and no automatic stay shall apply to this Order.

41. All time periods set forth in this Order shall be calculated in accordance with Bankruptcy Rule 9006(a).

42. The Debtors are authorized to take all actions necessary to effectuate the relief granted pursuant to this Order in accordance with the Motion.

43. In the event there is any inconsistency between the Stalking Horse Bid Agreement, the Motion, the Bidding Procedures, and/or this Order, the terms of this Order shall govern.

44. The Court shall retain jurisdiction over any matters related to or arising from the implementation of this Order. All matters arising from or related to the implementation of this Order may be brought before the Court as a contested matter, without the necessity of commencing an adversary proceeding.

#

Submitted by:

Christopher Andrew Jarvinen, Esq.
BERGER SINGERMANN LLP
1450 Brickell Avenue, Suite 1900
Miami, FL 33131
Tel. (305) 755-9500
Fax (305) 714-4340
Email: cjarvinen@bergersingerman.com

(Christopher Andrew Jarvinen, Esq., is directed to serve a copy of this Order upon all interested parties and to file a Certificate of Service).

EXHIBIT "1"

Bidding Procedures

EXHIBIT “2”

Bidding Procedures Key Dates

<u>Event</u>	<u>Date</u>
Hearing on the Motion for Bidding Procedures	_____, 202_ at ___ a.m./p.m. (prevailing Eastern Time)
Service of (i) Bidding Procedures Order, and (ii) Assumption Notice,	Within three (3) business day after the Bankruptcy Court’s entry of the Bidding Procedures Order
Contract Objection Deadline	January __, 2021 at 4:00 p.m. (prevailing Eastern Time)
Sale Objection Deadline	January __, 2021 at 4:00 p.m. (prevailing Eastern Time)
Bid Deadline	January __, 2021 at 5:00 p.m. (prevailing Eastern Time)
Notice of No Auction to be Held (if applicable)	January __, 2021 at 8:00 p.m. (prevailing Eastern Time)
Notification of Auction Baseline Bid to all Competing Qualified Bidders	January __, 2021 at 5:00 p.m. (prevailing Eastern Time)
Auction	January __, 2021 at 10:00 a.m. (prevailing Eastern Time), subject to the right of the Debtors, in the reasonable exercise of their business judgment, to adjourn the Auction to a later date. If an Auction is to be held, it shall take place at the offices of the Escrow Agent (Berger Singerman LLP, 1450 Brickell Avenue, 19 th Floor, Miami, Florida 33131) or by other electronic means (e.g., Zoom)
Sale Hearing	<i>If no Auction is to be held</i> , January __, 2021 at _____ (prevailing Eastern Time), subject to the right of the Debtors, in the reasonable exercise of their business judgment, to adjourn the Sale Hearing to a later date, subject to the availability of the Court. <i>If an Auction is to be held</i> , January __, 2021 at _____ (prevailing Eastern Time), subject to the right of the Debtors, in the reasonable exercise of their business judgment, to adjourn the Sale Hearing to a later date, subject to the availability of the Court.
Adequate Assurance Objection (in the event the Stalking Horse Bidder is not the Successful Bidder)	At or before the Sale Hearing
Deadline to Close the Sale	January __, 2021, subject to the right of the Debtors, in the reasonable exercise of their business judgment and with the consent of the Stalking Horse Bidder, to agree to a later date.

EXHIBIT "3"

Notice of Sale of Certain Assets at Auction

UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF FLORIDA
FORT LAUDERDALE DIVISION
www.flsb.uscourts.gov

In re:

TAMARAC 10200, LLC and
UNIPHARMA, LLC,

Case No. _____
Case No. _____

Debtors.¹

Chapter 11 Cases
(Joint Administration Pending)

NOTICE OF SALE OF CERTAIN ASSETS AT AUCTION

PLEASE TAKE NOTICE THAT:

1. Pursuant to the *Order Granting Debtors' Expedited Motion for Entry of an Order (I) Authorizing and Approving the Debtors' Entry into the Stalking Horse Bid Agreement with the Stalking Horse Bidder, Subject to the Bidding Procedures and the Sale Hearing, (II) Approving Bidding Procedures, (III) Scheduling the Bid Deadlines and the Auction, (IV) Scheduling a Hearing to Consider the Transaction, (V) Approving the Form and Manner of Notice Thereof, (VI) Approving Contract Procedures, and (VII) Granting Related Relief* [ECF No. ___] (the "Bidding Procedures Order")² entered by the United States Bankruptcy Court for the Southern District of Florida (the "Court") on _____, 202_, Tamarac 10200, LLC ("Tamarac") and Unipharma, LLC ("Unipharma") and together with Tamarac, collectively, the "Debtors"), have entered into an *Asset Purchase Agreement* (the "Stalking Horse Bid Agreement") with [BIDCO] (together with its permitted successors, assigns and designees, the "Stalking Horse Bidder") for the sale of substantially all of the Debtors' assets subject to a competitive bidding process as set forth in the Bidding Procedures Order.

2. Copies of (i) the Motion, (ii) the Stalking Horse Bid Agreement, (iii) the proposed Sale Order, (iv) the Bidding Procedures, and (v) the Bidding Procedures Order can be obtained by contacting the Debtors at either (i) *the Chief Restructuring Officer for the Debtors, c/o Chief Restructuring Officer, SOLIC Capital Advisors, LLC, 425 W. New England Avenue, Suite 300, Winter Park, FL 32789 (Attn: Neil F. Nuria, nluria@soliccapi.com)*, or (ii) *the bankruptcy counsel for the Debtors, Berger Singerman LLP, 1450 Brickell Avenue, Suite 1900, Miami,*

¹ The last four digits of each Debtor's federal tax identification number are Tamarac 10200, LLC (2050) and Unipharma, LLC (8962). The address of the Debtors is 10200 N.W. 67th Street, Tamarac, FL 33321.

² All capitalized terms used but not otherwise defined herein shall have the meaning ascribed to them, as applicable, in the Bidding Procedures Order, the Motion (as defined in the Bidding Procedures Order) or the Stalking Horse Bid Agreement (as defined in the Bidding Procedures Order).

Florida 33131 (Attn: Paul Steven Singerman, Esq. (singerman@bergersingerman.com) and Christopher Andrew Jarvinen, Esq. (cjarvinen@bergersingerman.com)).

3. All interested parties are invited to make an offer to purchase the Purchased Assets in accordance with the terms and conditions approved by the Court (the “Bidding Procedures”) by **5:00 p.m. (prevailing Eastern Time) on January , 2021**. Pursuant to the Bidding Procedures, the Debtors may conduct an Auction for the Purchased Assets (the “Auction”) beginning at **10:00 a.m. (prevailing Eastern Time) on January , 2021** at the offices of Berger Singerman LLP, 1450 Brickell Avenue, Suite 1900, Miami, Florida 33131, or such later time or other place as the Debtors notify all Competing Qualified Bidders who have submitted Competing Qualified Bids, and for the avoidance of any doubt, the Auction is subject to the right of the Debtors, in the reasonable exercise of their business judgment, to adjourn the Auction to a later date. Interested bidders are encouraged to read the Bidding Procedures carefully and, for further information, are invited to contact the bankruptcy counsel for the Debtors at Berger Singerman LLP, 1450 Brickell Avenue, Suite 1900, Miami, Florida 33131 (Attn: Paul Steven Singerman, Esq. (singerman@bergersingerman.com) and Christopher Andrew Jarvinen, Esq. (cjarvinen@bergersingerman.com)), or the Chief Restructuring Officer retained by the Debtors, SOLIC Capital Advisors, LLC, 425 W. New England Avenue, Suite 300, Winter Park, FL 32789 (Attn: Neil F. Nuria, nluria@solliccapital.com).

4. Participation at the Auction is subject to the Bidding Procedures and the Bidding Procedures Order.

5. If no Auction is held, the Debtors will file a notice **no later than 8:00 p.m. (prevailing Eastern Time) on January , 2021** with the Court in each of the Debtors’ bankruptcy cases stating that there will be no Auction (the notice will be posted at the Court’s website <https://ecf.flsb.uscourts.gov/> which requires a court-issued login and passcode to access the notice). In the event that an Auction is not held, the Debtors will seek approval of the Sale of the Purchased Assets to the Stalking Horse Bidder at a hearing before the Court proposed to be held, in Courtroom ____, United States Courthouse, 299 East Broward Blvd., Ft. Lauderdale, Florida 33301, before the Honorable _____, United States Bankruptcy Judge, at _____ **(prevailing Eastern Time) on January , 2021** (the “Sale Hearing”). On the other hand, in the event that an Auction is held, the Debtors will seek a Sale Hearing, at _____ **(prevailing Eastern Time) on January , 2021**. The Sale Hearing may be adjourned without notice other than adjournment in open court or as identified on the agenda, and for the avoidance of any doubt, the Sale Hearing is subject to the right of the Debtors, in the reasonable exercise of their business judgment, to adjourn the Sale Hearing to a later date, subject to the availability of the Court. Any party opposing the relief sought at the Sale Hearing must appear at the Sale Hearing or any objections or defenses may be deemed waived. You are reminded that Local Rule 5072-2 restricts the entry of cellular telephones, cameras, recording devices or other electronic devices (such as computers or MP3 players) into the Courthouse absent a specific order of authorization issued beforehand by the presiding judge, a valid Florida Bar identification card, or *pro hac vice* order. Please take notice that as an additional security measure a photo ID is required for entry into the Courthouse.

6. **Objections, if any, to the proposed Sale and/or the sale of the Purchased Assets to the Successful Bidder and the transaction contemplated by the Stalking Horse Bid**

Agreement must be: (a) be in writing; (b) state the basis of such objection with specificity; (c) comply with the Bankruptcy Rules and the Local Rules; (d) be filed with the Court on or before 4:00 p.m. (prevailing Eastern Time) on January __, 2021 (the “**Sale Objection Deadline**”); and (e) be served, so as to be received the same day as the objection is filed, upon: (1) *the Debtors*, c/o (i) the Chief Restructuring Officer, SOLIC Capital Advisors, LLC, 425 W. New England Avenue, Suite 300, Winter Park, FL 32789 (Attn: Neil F. Nuria, nluria@soliccapi.com) and (ii) *bankruptcy counsel for the Debtors*, Berger Singerman LLP, 1450 Brickell Avenue, Suite 1900, Miami, FL 33131 (Attn: Paul Steven Singerman, Esq. (singerman@bergersingerman.com) and Christopher Andrew Jarvinen, Esq. (cjarvinen@bergersingerman.com)); (2) *counsel for the Lender, the DIP Lender, and the Stalking Horse Bidder*, Weil, Gotshal & Manges LLP, 767 Fifth Avenue, New York, N.Y. 10153 (Attn: Ray C. Shrock, P.C. (Ray.Schrock@weil.com), Alexander Welch, Esq. (Alexander.Welch@weil.com), and Bryan R. Podzius Esq. (Bryan.Podzius@weil.com)); (3) *the Office of the United States Trustee*, 51 SW First Avenue, Room 1204, Miami, Florida 33130, and (4) counsel to any statutory committee appointed in the Debtors’ bankruptcy cases.

7. This notice is qualified in its entirety by the Bidding Procedures Order.

Dated: _____, 202__
Miami, Florida

BERGER SINGERMAN LLP
Proposed Counsel for the Debtors
Debtors in Possession
1450 Brickell Avenue, Suite 1900
Miami, Florida 33131
Telephone: (305) 755-9500
Facsimile: (305) 714-4340

By: Christopher Andrew Jarvinen
Paul Steven Singerman
Florida Bar No. 0378860
singerman@bergersingerman.com
Christopher Andrew Jarvinen
Florida Bar No. 021745
cjarvinen@bergersingerman.com

EXHIBIT "4"

**Notice of Assumption and Cure Amount with Respect to Available Contracts
(i.e., Executory Contracts or Unexpired Lease Potentially to be Assumed and Assigned in
Connection with Sale of Debtors' Assets)**

UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF FLORIDA
FORT LAUDERDALE DIVISION
www.flsb.uscourts.gov

In re:

TAMARAC 10200, LLC and
UNIPHARMA, LLC,

Case No. _____
Case No. _____

Debtors.³

Chapter 11 Cases
(Joint Administration Pending)

**NOTICE OF ASSUMPTION AND CURE AMOUNT WITH RESPECT TO
EXECUTORY CONTRACTS OR UNEXPIRED LEASES POTENTIALLY TO BE
ASSUMED AND ASSIGNED IN CONNECTION WITH SALE OF DEBTORS' ASSETS**

**YOU ARE RECEIVING THIS NOTICE BECAUSE YOU
OR ONE OF YOUR AFFILIATES IS A COUNTERPARTY TO
AN EXECUTORY CONTRACT OR UNEXPIRED LEASE WITH ONE OR
MORE OF THE DEBTORS AS SET FORTH ON EXHIBIT A ATTACHED HERETO.**

PLEASE TAKE NOTICE THAT:

1. Pursuant to the *Order Granting Debtors' Expedited Motion for Entry of an Order (I) Authorizing and Approving the Debtors' Entry into the Stalking Horse Bid Agreement with the Stalking Horse Bidder, Subject to the Bidding Procedures and the Sale Hearing, (II) Approving Bidding Procedures, (III) Scheduling the Bid Deadlines and the Auction, (IV) Scheduling a Hearing to Consider the Transaction, (V) Approving the Form and Manner of Notice Thereof, (VI) Approving Contract Procedures, and (VII) Granting Related Relief* [ECF No. ___] (the "Bidding Procedures Order")⁴ entered by the United States Bankruptcy Court for the Southern District of Florida (the "Court") on _____, 202_, Tamarac 10200, LLC ("Tamarac") and Unipharma, LLC ("Unipharma") and together with Tamarac, collectively, the "Debtors"), have entered into an *Asset Purchase Agreement* (the "Stalking Horse Bid Agreement") with [BIDCO] (together with its permitted successors, assigns and designees, the "Stalking Horse Bidder") for the sale (the "Sale") of substantially all of the Debtors' assets (the "Purchased Assets") subject to a competitive bidding process as set forth in the Bidding Procedures Order.

³ The last four digits of each Debtor's federal tax identification number are Tamarac 10200, LLC (2050) and Unipharma, LLC (8962). The address of the Debtors is 10200 N.W. 67th Street, Tamarac, FL 33321.

⁴ All capitalized terms used but not otherwise defined herein shall have the meaning ascribed to them, as applicable, in the Bidding Procedures Order, the Motion (as defined in the Bidding Procedures Order), or the Stalking Horse Bid Agreement (as defined in the Bidding Procedures Order).

2. Copies of (i) the Motion, (ii) the Stalking Horse Bid Agreement, (iii) the proposed Sale Order, (iv) the Bidding Procedures, and (v) the Bidding Procedures Order can be obtained by contacting the Debtors at either (i) *the Chief Restructuring Officer for the Debtors*, c/o Chief Restructuring Officer, SOLIC Capital Advisors, LLC, 425 W. New England Avenue, Suite 300, Winter Park, FL 32789 (Attn: Neil F. Nuria, nluria@soliccapi.com), or (ii) *the bankruptcy counsel for the Debtors*, Berger Singerman LLP, 1450 Brickell Avenue, Suite 1900, Miami, Florida 33131 (Attn: Paul Steven Singerman, Esq. (singerman@bergersingerman.com) and Christopher Andrew Jarvinen, Esq. (cjarvinen@bergersingerman.com)).

3. The Debtors hereby provide notice of their intent to potentially assume and assign the prepetition executory contracts or unexpired leases (collectively, the “Available Contracts”) listed on **Exhibit A** hereto to the Stalking Horse Bidder or the Successful Bidder, as the case may be. The inclusion of any executory contract or unexpired lease on **Exhibit A** hereto does not require or guarantee that such executory contract or unexpired lease will be assumed or assigned (i.e., be an Assumed Contract under the Stalking Horse Bid Agreement), or that said contract or lease is executory, and all rights of the Debtors with respect thereto are reserved.

4. Pursuant to the terms of the Stalking Horse Bid Agreement (or any asset sale and purchase agreement that the Debtors may enter into with the Successful Bidder), the Debtors may seek to assume and assign one or more of the Available Contracts to the Stalking Horse Bidder or the Successful Bidder, as the case may be, subject to approval at the hearing proposed to be held at _____ a.m./p.m. (prevailing Eastern Time) on January __, 2021 (the “Sale Hearing”) before the Court. On the date of the closing of the transactions contemplated by the Stalking Horse Bid Agreement (the “Closing Date”), or as soon thereafter as is reasonably practicable, the Debtors will pay the amount the Debtors’ records reflect is owing for prepetition arrearages, if any, as set forth on **Exhibit A** hereto (the “Cure Amount”). The Debtors’ records reflect that all postpetition amounts owing under the Available Contracts have been paid and will continue to be paid until the assumption and assignment of the Available Contracts (i.e., if an Available Contract becomes an Assumed Contract) and that, other than the Cure Amount, there are no other defaults under the Assumed Contracts.

5. **Objections, if any, to the Cure Amount or to the assumption and assignment of an Available Contract to the Stalking Horse Bidder or a different Successful Bidder, including with respect to adequate assurance of future performance of the Stalking Horse Bidder or a different Successful Bidder (collectively, a “Contract Objection”), must: (a) be in writing; (b) state the basis of such objection with specificity, including, if applicable, the Cure Amount asserted to be required; (c) include appropriate documentation thereof; (d) comply with the Bankruptcy Code, the Bankruptcy Rules, and the Local Rules; (e) be filed with the Court on or before 4:00 p.m. (prevailing Eastern Time) on January __, 2021 (the “Contract Objection Deadline”); and (e) be served, so as to be received the same day as the objection is filed, upon: (1) *the Debtors*, c/o (i) the Chief Restructuring Officer, SOLIC Capital Advisors, LLC, 425 W. New England Avenue, Suite 300, Winter Park, FL 32789 (Attn: Neil F. Nuria, nluria@soliccapi.com; and (ii) *bankruptcy counsel for the Debtors*, Berger Singerman LLP, 1450 Brickell Avenue, Suite 1900, Miami, FL 33131 (Attn: Paul Steven Singerman, Esq. (singerman@bergersingerman.com) and Christopher Andrew Jarvinen, Esq. (cjarvinen@bergersingerman.com)); (2) *counsel for Lender, the DIP Lender, and the Stalking Horse Bidder*, Weil, Gotshal & Manges LLP, 767 Fifth Avenue, New York, N.Y. 10153 (Attn:**

Ray C. Shrock, P.C. (Ray.Schrock@weil.com), Alexander Welch, Esq. (Alexander.Welch@weil.com), and Bryan R. Podzius Esq. (Bryan.Podzius@weil.com); (3) *the Office of the United States Trustee*, 51 SW First Avenue, Room 1204, Miami, Florida 33130 (Attn: Stephen D. Schneiderman, Esq.); and (4) counsel to any statutory committee appointed in the Debtors' bankruptcy cases.

6. Objections, if any, related solely to the adequate assurance of future performance provided by the Successful Bidder, if the Successful Bidder is not the Stalking Horse Bidder, must be made prior to or at the Sale Hearing.

7. If an objection to the assumption and assignment of an Available Contract is timely submitted in accordance with paragraphs [5 and 6], a hearing with respect to the objection will be held before the Court at the Sale Hearing, or as may be continued by the Debtors and noticed on the agenda filed on the docket, or such date and time as the Court may schedule. If no objection is timely received, the Non-Debtor Counterparty to the Available Contract will be deemed to have consented to the assumption and assignment of the Available Contract with the Cure Amount set forth herein and the Non-Debtor Counterparty will forever will be barred from asserting any other claims, including but not limited to the propriety or effectiveness of the assumption and assignment of the Available Contract, against the Debtors, the Stalking Horse Bidder, the Successful Bidder or the property of any of them in respect of the Available Contract.

8. Pursuant to Bankruptcy Code section 365, there is adequate assurance of future performance that the Cure Amount set forth in the Assumption Notice will be paid in accordance with the terms of the Stalking Horse Bid Agreement and the Sale Order. There is adequate assurance of the Stalking Horse Bidder's future performance under the executory contract or unexpired lease to be assumed and assigned because of the significant resources of the Stalking Horse Bidder. If necessary, the Debtors will adduce facts at the hearing on any objection demonstrating the financial wherewithal of the Successful Bidder, and its willingness and ability to perform under the Available Contracts to be assumed and assigned to it (i.e., the Assumed Contracts).

9. If an objection to the Cure Amount is timely filed and received and the parties are unable to consensually resolve the dispute, the amount to be paid under Bankruptcy Code section 365, if any, with respect to such objection will be determined at a hearing to be requested by the Debtors. At the Stalking Horse Bidder's or the Successful Bidder's discretion, and provided the Debtors escrow the disputed portion of the Cure Amount, the hearing regarding the Cure Amount may be continued until after the Closing Date and the Available Contract(s) subjected to such Cure Amount shall, with the consent of the Stalking Horse Bidder or the Successful Bidder, be assumed and assigned to the Stalking Horse Bidder or the Successful Bidder at or following the closing of the Sale per the procedures set forth in Section [2.5] of the Stalking Horse Bid Agreement and the Sale Order.

10. If no objection is timely received, the Cure Amount set forth in **Exhibit A** hereto will be controlling, notwithstanding anything to the contrary in any Available Contract or any other related document, and the Non-Debtor Counterparty to the Available Contract will be deemed to have consented to the Cure Amount for the purposes of the Sale and will be forever barred from asserting any other claims in respect of such Available Contract or the Cure Amount against the

Debtors, the Stalking Horse Bidder, or the Successful Bidder (as appropriate), or the property of any of them. The failure of any objecting person or entity to timely file its objection will be a bar to the assertion, at the Sale Hearing or thereafter, of any objection to the Sale Motion, the Sale or the Debtors' consummation of and performance under the Stalking Horse Bid Agreement (including the transfer of the Purchased Assets and the Assumed Contracts free and clear of all claims, liens, encumbrances, and interests), if authorized by the Court.

11. **Unless a Non-Debtor Counterparty to any Available Contract files a timely Contract Objection to the assumption and assignment of the applicable Available Contract by the Stalking Horse Bidder or the other Successful Bidder, then such Non-Debtor Counterparty shall be deemed to have (i) consented to the assumption and assignment of the applicable Available Contract to the Stalking Horse Bidder or the other Successful Bidder with the Cure Amount set forth in the Assumption Notice and (ii) waived and released any and all other rights to object to the Cure Amount or the assumption and assignment of the Available Contract to the Stalking Horse Bidder or the other Successful Bidder.**

12. Prior to the date of the closing of the Sale, the Debtors may amend their decision with respect to the assumption and assignment of any Available Contract, including amending the Cure Amount, and provide a new notice amending the information provided in this notice, including, without limitation, a determination not to assume certain contracts.

Dated: _____, 202__
Miami, Florida

BERGER SINGERMAN LLP
Proposed Counsel for the Debtors
Debtors in Possession
1450 Brickell Avenue, Suite 1900
Miami, Florida 33131
Telephone: (305) 755-9500
Facsimile: (305) 714-4340

By: Christopher Andrew Jarvinen
Paul Steven Singerman
Florida Bar No. 0378860
singerman@bergersingerman.com
Christopher Andrew Jarvinen
Florida Bar No. 021745
cjarvinen@bergersingerman.com

Exhibit "A"

Available Contracts and Cure Amounts

10148471-15

EXHIBIT C

Form of Bill of Sale, Assignment and Assumption Agreement

FORM OF BILL OF SALE, ASSIGNMENT AND ASSUMPTION AGREEMENT

This **BILL OF SALE, ASSIGNMENT AND ASSUMPTION AGREEMENT** (this "Agreement"), dated as of [●], 2020 by and among UNIPHARMA, LLC, a Delaware limited liability company, TAMARAC 10200, LLC, a Florida limited liability company (collectively, "Assignors") and NHTV (AIV) ULM BIDCO LLC, a Delaware limited liability company ("Assignee") (each of the Assignors and Assignee, a "Party" and, together, the "Parties").

Capitalized terms used but not otherwise defined herein shall have the meaning ascribed to them in that certain Asset Purchase Agreement (as amended, supplemented or otherwise modified, the "Purchase Agreement"), dated as of December 7, 2020, by and among Assignors, Assignee and solely for the purposes stated therein NHTV ULM Holdings, LLC.

WHEREAS, Assignors and Assignee have entered into the Purchase Agreement pursuant to which Assignee has agreed to purchase the Purchased Assets and to assume the Assumed Liabilities, in each case on the terms and subject to the conditions set forth in the Purchase Agreement;

WHEREAS, pursuant to this Agreement, each of the Assignors shall sell, convey, assign, transfer, and deliver to Assignee, and Assignee shall purchase, acquire, and accept delivery from each such Assignor, all of such Assignor's right, title and interest in, to, and under the Purchased Assets, in each case on the terms and subject to the conditions set forth in the Purchase Agreement; and

WHEREAS, pursuant to this Agreement, the Assignee shall assume and thereafter timely pay, discharge and perform in accordance with their terms the Assumed Liabilities, in each case on the terms and subject to the conditions set forth in the Purchase Agreement.

NOW, THEREFORE, in consideration of the foregoing and the representations, warranties, covenants and agreements set forth in the Purchase Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties, intending to be legally bound, agree as follows:

1. Assignment of Purchased Assets. Effective at Closing, on the terms and subject to the conditions set forth in the Purchase Agreement, each Assignor hereby sells, conveys, assigns, transfers, and delivers to Assignee, and Assignee hereby purchases, acquires, and accepts delivery from each such Assignor, all of such Assignor's right, title and interest in, to and under the Purchased Assets.

2. Assumption of Assumed Liabilities. Effective at Closing, on the terms and subject to the conditions set forth in the Purchase Agreement, Assignee hereby assumes and agrees to pay, discharge and perform in accordance with their terms, all of the Assumed Liabilities.

3. Binding Agreement. This Agreement shall be binding upon and inure to the benefit of the Parties and their respective permitted successors and assigns.

4. Conflict. The respective rights of Assignors and Assignee with respect to the Purchased Assets sold, conveyed, assigned, transferred and delivered hereby and the Assumed Liabilities assumed hereby shall be governed exclusively by the Purchase Agreement and nothing in this Agreement shall alter any liability or obligation arising under the Purchase Agreement, which shall (without limiting the generality of the foregoing) govern, and shall contain the sole and exclusive representations, warranties and obligations of the Parties with respect to such Purchased Assets and such Assumed Liabilities. If there is any conflict or inconsistency between the provisions of the Purchase Agreement and this Agreement, the provisions of the Purchase Agreement shall govern.

5. Sole Remedy. The sole and exclusive remedy of Assignee and Assignors with respect to any breach of this Agreement shall be as set forth in the Purchase Agreement.

6. Notices. All notices and other communications under or by reason of this Agreement shall be in writing and shall be deemed to have been duly given or made (a) when personally delivered, (b) when delivered by e-mail transmission with receipt confirmed or (c) upon delivery by overnight courier service, in each case, to the addresses and attention parties indicated below (or such other address, e-mail address or attention party as the recipient party has specified by prior notice given to the sending party in accordance with this Section):

If to Assignors, to:

Unipharma, LLC
Tamarac 10200, LLC
10200 NW 67th Street
Tamarac, Florida 33331

Attention: Alan Petro,
Chief Executive Officer
Neil Luria,
Chief Restructuring Officer
Email: APetro@unipharmausa.com
NLuria@SolicCapital.com

With a copy (which will not constitute notice) to:

Weil, Gotshal & Manges LLP
767 Fifth Avenue
New York, New York 10153

Attention: Ray C. Schrock, P.C.
Mariel E. Cruz, Esq.
Alexander W. Welch, Esq.
E-mail: ray.schrock@weil.com
mariel.cruz@weil.com
alexander.welch@weil.com

If to Assignee, to:

NHTV (AIV) ULM Bidco LLC
c/o MS Capital Partners Adviser Inc.
1585 Broadway
New York, NY 10036

Attention: Frederik Wijsenbeek
E-mail: frederik.wijsenbeek@morganstanley.com

7. Severability. If any term or provision of this Agreement is held invalid, illegal or unenforceable in any respect under any applicable Law, as a matter of public policy or on any other grounds, the validity, legality and enforceability of all other terms and provisions of this Agreement will not in any way be affected or impaired. If the final judgment of a court of competent jurisdiction or other government authority declares that any term or provision hereof is invalid, illegal or unenforceable, the Parties agree that the court making such determination will have the power to reduce the scope, duration, area or applicability of the term or provision, to delete specific words or phrases, or to replace any invalid, illegal or unenforceable term or provision with a term or provision that is valid, legal and enforceable and that comes closest to expressing the intention of the invalid, illegal or unenforceable term or provision.

8. Amendments. This Agreement may be amended, restated, supplemented or otherwise modified, only by written agreement duly executed by each Party.

9. Further Assurances. Each of the Parties shall execute and deliver such documents, and take such other action, as shall be reasonably requested by any other party to carry out the transactions contemplated by this Agreement.

10. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which when taken together shall constitute one and the same instrument. Facsimiles, e-mail transmission of .pdf signatures or other electronic copies of signatures shall be deemed to be originals.

11. Governing Law. This Agreement will be exclusively governed by and construed and enforced in accordance with the internal Laws of the State of New York, without giving effect to any Law or rule that would cause the Laws of any jurisdiction other than the State of New York to be applied.

12. No Third-Party Beneficiaries. Nothing in this Agreement shall create or be deemed to create any third-party beneficiary rights in any Person not a party hereto, including any Affiliates of any Party.

13. Entire Agreement. This Agreement, the Purchase Agreement and the other Transaction Agreements (and all exhibits and schedules hereto and thereto) collectively constitute and contain the entire agreement and understanding of the Parties with respect to the subject matter hereof and thereof and supersede all prior negotiations, correspondence, understandings, agreements and Contracts, whether written or oral, among the Parties respecting the subject matter hereof and thereof.

[Signature page follows]

IN WITNESS WHEREOF, Assignee and Assignors have caused this Agreement to be executed by their duly authorized representatives as of the date first above written.

ASSIGNORS:

UNIPHARMA, LLC

By: _____
Name: _____
Title: _____

TAMARAC 10200, LLC

By: _____
Name: _____
Title: _____

ASSIGNEE:

NHTV (AIV) ULM BIDCO LLC

By: North Haven Tactical Value Fund (AIV) LP, its sole member

By: MS Tactical Value Fund GP LP, its general partner

By: MS Tactical Value Fund GP Inc., its general partner

By: _____
Name: Frederik Wijsenbeek
Title: Executive Director

SELLERS' DISCLOSURE SCHEDULES
to the
REPRESENTATIONS and WARRANTIES
of the SELLERS
for the
ASSET PURCHASE AGREEMENT
Dated as of December 7, 2020
among
NHTV (AIV) ULM BIDCO LLC,
as Buyer,
UNIPHARMA, LLC and TAMARAC 10200, LLC,
as the Sellers,
and
solely for the purposes stated expressly therein,
NHTV ULM HOLDINGS LLC,
as Lender

These Sellers' Disclosure Schedules (these "Disclosure Schedules"), dated as of December 7, 2020, are being furnished by Unipharma, LLC, a Delaware limited liability company ("Unipharma") and Tamarac 10200, LLC, a Florida limited liability company ("Tamarac", and each of Unipharma and Tamarac a "Seller," and collectively, the "Sellers" or "Debtors"), in connection with the execution and delivery of that certain Asset Purchase Agreement (the "Agreement"), dated as of the date of these Disclosure Schedules, by and among NHTV (AIV) ULM BIDCO, LLC, a Delaware limited liability company ("Buyer"), the Sellers, and NHTV ULM HOLDINGS LLC, a Delaware limited liability company, in its capacity as the lender under the Loan Agreement (defined in the Agreement) and signing solely with respect to Section 3.2, Section 10.4, and Sections 10.7 to 10.19 of the Agreement (the "Lender"). The Lender, Buyer and Sellers collectively are referred to herein as the "Parties" and each, a "Party." Unless otherwise defined in these Disclosure Schedules, or unless the context otherwise requires, all capitalized terms used in these Disclosure Schedules shall have the respective meanings ascribed to them in the Agreement.

The representations, warranties, covenants and agreements of the Sellers set forth in the Agreement are made and given subject to the disclosures in these Disclosure Schedules, which disclosures shall be arranged in numbered and lettered sections corresponding to the numbered and lettered sections contained in the Agreement. The information set forth in these Disclosure Schedules is subject to the following qualifications:

1. These Disclosure Schedules are qualified in their entirety by reference to the specific provisions of the Agreement, and are not intended to constitute, and shall not be construed as constituting, representations, warranties, covenants or agreements of the Sellers. Inclusion of information in these Disclosure Schedules shall not be deemed an admission in and of itself including, without limitation, an admission of any liability, or otherwise imply itself that such information is material to the Sellers' business, constitutes or would result in a Material Adverse Effect with respect to the Sellers pursuant to the criteria set forth in the Agreement, reflects matters not in the Ordinary Course of Business, or that disclosure of any such information is required under any Laws or by any Governmental Entity.
2. Matters reflected in these Disclosure Schedules are not necessarily limited to matters required by the Agreement to be reflected in the Agreement. Any additional matters are set forth for informational purposes only and do not necessarily include other matters of a similar nature. Except as specifically set forth in the Agreement, in no event shall the inclusion of any such matter in these Disclosure Schedules be deemed or interpreted to broaden the Sellers' representations, warranties, covenants, or agreements contained in the Agreement.
3. Disclosure in these Disclosure Schedules of any allegations with respect to any alleged failure to perform, or alleged breach or alleged default of, a contractual or other duty or obligation is not an admission that such has in fact occurred.
4. All references in these Disclosure Schedules to article, section or subsection numbers are to articles, sections or subsections of the Agreement, unless otherwise stated or the context otherwise requires. Headings contained in these Disclosure Schedules are inserted for convenience of reference only and shall not affect the construction or interpretation of these Disclosure Schedules. The disclosure of an item in one section of these Disclosure Schedules as an exception to a particular representation or warranty contained in the Agreement will be deemed disclosed as

an exception with respect to all other representations and warranties contained in the Agreement to which the relevance of such item is reasonably apparent, notwithstanding the presence or absence of a specific cross-reference thereto.

The attachments to these Disclosure Schedules form an integral part of these Disclosure Schedules and are incorporated by reference for all purposes as if set forth fully in these Disclosure Schedules.

Schedule 1.1(a) – Insider Avoidance Actions

1. Raimundo Jose Santamarta
2. International Supply Group Corp. and its respective Affiliates.
3. Yohana Marie Santamarta Ortega
4. Reinaldo Santamarta
5. Raimundo Esteban Santamarta
6. Francisco Diego Paco Aparicio
7. SM Pharma and its respective Affiliates.
8. SM Brokerage and its respective Affiliates.
9. Bio Dose Pharma, LLC (“BioDose”) and its respective Affiliates.
10. Global Capital Invest Finance Ltd. and its respective Affiliates.
11. Edgar Arrieta
12. Veronica Afanador

Schedule 1.1(b) – Owned Real Property

The real property and improvements (including, without limitation, facility and office space) located at 10200 NW 67th Street, Tamarac, Florida 33321.

Schedule 1.1(c) – Approved Exceptions

Title Report

Exceptions to Title

Owner: TAMARAC 10200, LLC, a Florida limited liability company

1. Legal Description:

PARCEL 1:

A portion of Parcel "B", of "S & N PLAT", according to the Plat thereof, as recorded in Plat Book 154, Page 38, of the Public Records of Broward County, Florida, more fully described as follows: Commencing at the Southwest corner of said Parcel "B"; thence North 89°23'12" East, on the South line of said Parcel "B", a distance of 266.39 feet to the POINT OF BEGINNING; thence continue on the South line of said Parcel "B", North 89°23'12" East, a distance of 613.50 feet; thence North 01°04'45" West, a distance of 330.39 feet; thence South 89°24'52" West, a distance of 190.49 feet; thence North 01°04'45" West, a distance of 300.47 feet to a point on the Northerly boundary of said Parcel "B"; thence South 89°26'31" West on said Northerly boundary, a distance of 423.01 feet; thence South 01°04'45" East, a distance of 631.36 feet to the POINT OF BEGINNING.

PARCEL 2:

Non-exclusive easement for vehicular and pedestrian ingress and egress, as defined in and subject to that certain Reciprocal Non-Exclusive Access Easement and Road Construction and Maintenance Agreement recorded in Official Records Book 24438, Page 931, of the Public Records of Broward County, Florida.

PARCEL 3:

Non-exclusive easement for stormwater drainage and outfall, as defined in and subject to that certain Non-Exclusive Drainage Easement and Lake Maintenance Agreement recorded in Official Records Book 24438, Page 941, of the Public Records of Broward County, Florida.

Type of Instrument:	O.R. Book and Page or Instrument No.:
Mortgage, Assignment of Leases and Rents and Security Agreement	115410751
S & N Plat	Plat Book 154 38
Deed (drainage and canal reservations)	Deed Book 118 373
Blanket Public Safety Ingress / Egress Easement	17281 949
Development Review Agreement	17281 959
Tamarac Utilities West Pump Station and Utility Easement	23839 20
Public Utility Easement	23839 31
Tamarac Utilities West Water and Sewer Utility Easement	23839 42
Non-Exclusive Drainage Easement	24438 923
Reciprocal Non-Exclusive Access Easement and Road Construction and Maintenance Agreement	24438 931
Non-Exclusive Drainage Easement and Lake Maintenance Agreement	24438 941
Water and Sewer Developer's Agreement	24499 917

First Amendment to Water and Sewer Developer's Instrument No. 113761658
Agreement
Tamarac Utilities West Water and Sewer Utility 25774 779
Easement

Schedule 2.1(l) – Permits

Agency	License	License Number	Issue Date	Expiry	Entity Listed
NSF International	NSF GMP Registration Program Requirements of NSF/ANSI 173, Section 8	C0525214-DS-1	March 12, 2020	3/12/2021	Unipharma LLC
UL	Certificate of Inspection	i20-364411-1	May 4, 2020	5/4/2023	Unipharma LLC
U.S. Food and Drug Administration	Certificate of Registration	14292651194	October 6, 2017	Expired	Unipharma LLC
U.S. Food and Drug Administration	Certificate of Free Sale	JTYD-5NFR	November 16, 2017	Expired	Unipharma LLC
U.S. Food and Drug Administration	Certificate of Free Sale	PKRN-4XFB	July 30, 2018	Expired	Unipharma LLC
U.S. Food and Drug Administration	Certificate of Free Sale	EQKE-68D M	July 30, 2018	Expired	Unipharma LLC
U.S. Food and Drug Administration	Certificate of Free Sale	4RVB-HR3M	July 31, 2018	Expired	Unipharma LLC
U.S. Food and Drug Administration	Certificate of Free Sale	XZNW-M7YM	March 26, 2018	Expired	Unipharma LLC
Certificate of Registration	Certificate of Registration with FDA	14292651194	December 11, 2019	12/31/2022	Unipharma LLC
Certificate of Registration	Certificate of Registration with FDA for FY2020	3011079709		12/31/2020	Unipharma LLC
U.S. Food and Drug Administration	Certificate of Free Sale	WQMX-P6VR	February 19, 2020	2/19/2022	Unipharma LLC
U.S. Food and Drug Administration	Certificate of Free Sale	KGFA-HWQV	December 18, 2019	12/18/2021	Unipharma LLC
U.S. Food and Drug Administration	Certificate of Free Sale	QM29-5MVQ	December 16, 2019	12/16/2021	Unipharma LLC
U.S. Food and Drug Administration	Certificate of Free Sale	AKM4-87YP	October 30, 2019	10/30/2021	Unipharma LLC
U.S. Food and Drug Administration	Certificate of Free Sale	XE26-E8ZY	October 23, 2019	10/23/2021	Unipharma LLC
U.S. Food and Drug Administration	Certificate of Free Sale	F6UG-76GP	October 23, 2019	10/23/2021	Unipharma LLC
U.S. Food and Drug Administration	Certificate of Free Sale	SXGD-A2AG	September 4, 2019	9/4/2021	Unipharma LLC
U.S. Food and Drug Administration	Certificate of Free Sale	53YH-F2B6	July 3, 2019	7/3/2021	Unipharma LLC
U.S. Food and Drug Administration	Certificate of Free Sale	2DWQ-8Q7K	July 3, 2019	7/3/2021	Unipharma LLC
U.S. Food and Drug Administration	Certificate of Free Sale	3TJD-AR49	July 3, 2019	7/3/2021	Unipharma LLC
U.S. Food and Drug Administration	Certificate of Free Sale	QBDB-RU8G	June 18, 2019	6/18/2021	Unipharma LLC
U.S. Food and Drug Administration	Certificate of Free Sale	Q2CX-HMYE	June 18, 2019	6/18/2021	Unipharma LLC
U.S. Food and Drug Administration	Certificate of Free Sale	7FZP-YPN4	March 28, 2019	3/28/2021	Unipharma LLC

U.S. Food and Drug Administration	Certificate of Free Sale	M8SP-4XCB	March 28, 2019	3/28/2021	Unipharma LLC
U.S. Food and Drug Administration	Certificate of Free Sale	2TM5-FXYV	January 30, 2019	1/30/2021	Unipharma LLC
U.S. Food and Drug Administration	Certificate of Free Sale	HTV7-65JP	October 16, 2020	10/16/2022	Unipharma LLC
U.S. Food and Drug Administration	Certificate of Free Sale	GJSA-32PU	August 31, 2020	8/31/2022	Unipharma LLC
U.S. Food and Drug Administration	Certificate of Free Sale	4CY8-R5ET	June 25, 2020	6/25/2022	Unipharma LLC
U.S. Food and Drug Administration	Certificate of Free Sale	FM96-UPA3	February 19, 2020	2/19/2022	Unipharma LLC

Schedule 2.2(i) – Excluded Assets

1. Those certain pieces of equipment listed on Exhibit A to the Manufacturing and Co-Exploitation Agreement, dated as of July 15, 2015, by and between Salvat USA, Inc. and Unipharma, LLC (the “Salvat Agreement”), which equipment is leased to Unipharma pursuant to the Salvat Agreement. Please see the equipment listed below:
 - BFS Rommelag 321 M machine, Serial Number: 321186
 - 4 formats for BFS (Duoxal and standard), Serial Number: 0.35 / 0.5 / 1.5 / 3 ml

Schedule 2.3(e)- Assumed Liabilities

Retention Agreements, dated as of November 19, 2020 between Unipharma and each of the following employees:

- a. Radu Oancea
- b. Paul Pham
- c. Lucy Chua
- d. Sarah Serrano
- e. Ben Edwards
- f. Oscar Velasquez
- g. Antonio Ricci
- h. Angela Urea
- i. Daniel Peraza

Schedule 2.5(a) – Assignment and Assumption of Assumed Contracts

Confidentiality Agreements

1. Confidentiality Agreement, dated as of November 23, 2020, by and between Unipharma, LLC and NewSpring Capital.
2. Confidentiality Agreement, dated as of November 24, 2020, by and between Unipharma, LLC and Viant Medical Holdings, Inc.
3. Confidentiality Agreement, dated as of November 27, 2020, by and between Unipharma, LLC and Thomas H. Lee Partners, L.P.
4. Confidentiality Agreement, dated as of November 30, 2020, by and between Unipharma, LLC and Accupac, LLC
5. Confidentiality Agreement, dated as of November 25, 2020, by and between Unipharma and Credit Value Partners, L.P.
6. Confidentiality Agreement, dated as of November 25, 2020, by and between Unipharma Kohlberg Management IX, LLC
7. Confidentiality Agreement, dated as of November 20, 2020, by and between Unipharma, LLC and Serene Capital Management, LLC
8. Confidentiality Agreement, dated as of November 20, 2020, by and between Unipharma, LLC and Stabilis Capital Management, LLC
9. Confidentiality Agreement, dated as of December 2, 2020, by and between Unipharma, LLC and Carabiner Communication
10. Confidentiality Agreement, dated as of December 1, 2020, by and between Unipharma, LLC and DDR Communications, LLC
11. Confidentiality Agreement, dated as of December 3, 2020, by and between Unipharma, LLC and Quotient Sciences LTD
12. Confidentiality Agreement, dated as of November 20, 2020, by and between Unipharma, LLC and TPI Holdings, Inc.
13. Confidentiality Agreement, dated as of November 23, 2020, by and between Unipharma, LLC and Arsenal Capital Management LP.
14. Confidentiality Agreement, dated as of March 19, 2020, by and between Unipharma, LLC and ALC Enterprises, LLC
15. Confidentiality Agreement, dated as of November 19, 2020, by and between Unipharma, LLC and Charter Oak Equity, LP

16. Confidentiality Agreement, dated as of December 4, 2020, by and between Unipharma, LLC and Behrman Capital VI LP
17. Confidentiality Agreement, dated as of November 23, 2020, by and between Unipharma, LLC and Delpharm Industrie
18. Confidentiality Agreement, dated as of November 24, 2020, by and between Unipharma, LLC and Cortland Credit Group, Inc.
19. Confidentiality Agreement, dated as of November 24, 2020, by and between Unipharma, LLC and Monomoy Capital Management, L.P.

Employment Agreements

20. Amended and Restated Employment Agreement, dated as of November 10, 2020, by and between Unipharma, LLC and Alan Petro.
21. Retention Agreements listed on Schedule 2.3(e)
22. Original Employment Agreement, dated as of October 15, 2019, by and between Unipharma, LLC and Paul Pham
23. Original Employment Agreement, dated as of December 6, 2019, by and between Unipharma, LLC and Sarah Serrano
24. Original Employment Agreement, dated as of June 11, 2019, by and between Unipharma, LLC and Randall Rakestraw
25. Independent Contractor Letter Agreement, dated as of November 18, 2020, by and between Unipharma, LLC and Grady Grant III.

Equipment Lease Agreement

26. Equipment Lease Agreement, dated as of February 20, 2019, by and between Unipharma, LLC and Nutritional Formulators Inc.

Human Resources Related

27. Unipharma, LLC Associate Handbook, revised as of October 23, 2020
28. Vision Insurance Group Policy Agreement, dated as of October 1, 2018, by and between Unipharma, LLC and UnitedHealthcare Insurance Company
29. Dental Insurance Group Policy Agreement, dated as of October 1, 2018, by and between Unipharma, LLC and UnitedHealthcare Insurance Company
30. Medical Policy Agreement – BWND, dated as of October 10, 2020, by and between Unipharma, LLC and UnitedHealthcare Insurance Company

31. Medical Policy Agreement – BXKU, dated as of October 10, 2020, by and between Unipharma, LLC and UnitedHealthcare Insurance Company
32. Medical Policy Agreement – BXNL, dated as of October 10, 2020, by and between Unipharma, LLC and UnitedHealthcare Insurance Company
33. Medical Policy Agreement – BXOW, dated as of October 15, 2020, by and between Unipharma, LLC and UnitedHealthcare Insurance Company

Professional Services

34. Deloitte Engagement Letter, dated as of November 30, 2020, by and between Unipharma, LLC and Deloitte
35. Service Agreement, dated as of December 4, 2020, by and between Unipharma, LLC, Berger Singerman LLP and Elijah Ltd
36. Engagement Letter, dated as of December 4, 2020, by and between Unipharma, LLC, Berger Singerman LLP and Consilio
37. Service Agreement, dated as of November 23, 2020, between and among Tamarac 10200, LLC and Unipharma, LLC, and Kurtzman Carson Consultants, LLC
38. Marketing Consulting Agreement, dated as of July 1, 2020, by and among Unipharma, LLC and Bushidocommerce.
39. Cyber Security Endpoint Software, RMM, Azure Storage and Server Retention/Archival Azure Hosting Agreement, dated as of October 16, 2020, by and between Unipharma, LLC and Ready Networks, LLC.
40. Engagement Letter, dated as of October 19, 2020, by and between Unipharma, LLC and Carter Baldwin Executive Search

Customer Related

41. Store Brand Agreement, dated as of February 16, 2017, by and between Unipharma, LLC and CVS Pharmacy, Inc.
42. Private Label Supply Agreement, dated as of July 9, 2020, by and among Unipharma, LLC, Cardinal Health, and CVS Safir Sourcing, LLC
43. Private Label Supply Agreement, dated as of July 14, 2020, by and among Unipharma, LLC, CVS Pharmacy, Inc. and CVS Safir Sourcing, LLC
44. Manufacturing and Equipment Agreement, dated as of October 30, 2020, by and between Unipharma, LLC and PurityPro Solution Corp.
45. Supply Agreement, dated as of February 6, 2019, by and between Unipharma, LLC and Walgreens Co.

46. Purchase Order Confirmation Letter #2 (Not Approved), dated October 21, 2020, by and between Unipharma, LLC and BioDose.
47. Purchase Order Confirmation Letter (Not Approved), dated October 21, 2020, by and between Unipharma, LLC and BioDose.

Vendor Related

48. Broker Agreement, dated as of September 12, 2019, by and between Unipharma, LLC and Salvatori-Scott, Inc.
49. Manufacturing and Co-Exploitation Agreement, dated as of July 15, 2015, by and between Unipharma, LLC and Salvat USA, Inc.
50. Engagement Letter, dated as of May 13, 2020, by and between Unipharma, LLC and RGP.
51. Engagement Letter, dated as of October 18, 2020, by and between Unipharma, LLC and Paladin Management Group, LLC.
52. Agent Agreement, dated as of July 23, 2020, by and between Unipharma, LLC and Gustavo Mancera.
53. Subcontractor Agreement, dated as of March 21, 2016, by and between Unipharma, LLC and AGC Electric, Inc.
54. Engagement Letter, dated as of November 26, 2020, by and between Unipharma, LLC and Clayton Industries
55. Bi-Annual Service Plan, dated as of February 28, 2020, by and between Unipharma, LLC and Empire Roofing Company Southeast, LLC
56. Service Agreement, dated as of May 23, 2018, by and between Unipharma, LLC and Aerotek Scientific, LLC
57. Order Confirmation, dated as of March 21, 2019, by and between Unipharma, LLC and Bram-Cor Pharmaceutical Technologies
58. Engagement Letter, dated as of June 3, 2019, by and between Unipharma, LLC and CBN Solutions
59. Engagement Letter, dated as of February 12, 2014, by and between Unipharma, LLC and DebonAir Mechanical, Inc.
60. Engagement Letter, dated as of December 17, 2015, by and between Unipharma, LLC and Matrix Packaging Machinery, LLC
61. Manufacturing and Equipment Proposal, dated as of July 1, 2014, by and between Unipharma, LLC and Capmatic Ltd

62. Change Order, dated as of November 16, 2018, by and between Unipharma, LLC and Comp-Air Service Co.
63. Engagement Letter, dated as of August 12, 2015, by and between Unipharma, LLC and Comp-Air Service Co.
64. Manufacturing Agreement, dated as of August 26, 2020, by and between Unipharma, LLC and Halodine, LLC.
65. Debt Acknowledgment Letter, dated as of May 27, 2020, by and between Unipharma, LLC and Laboratorios Salvat, S.A.
66. Order Confirmation No. 257661, dated as of January 9, 2013, by and between Unipharma, LLC and Rommelag Kunststoff-Maschinen Vertriebsgesellschaft mbH
67. Order Confirmation No. 257650, dated as of January 9, 2013, by and between Unipharma, LLC and Rommelag Kunststoff-Maschinen Vertriebsgesellschaft mbH
68. Order Confirmation No. 257647, dated as of January 15, 2013, by and between Unipharma, LLC and Rommelag Kunststoff-Maschinen Vertriebsgesellschaft mbH
69. Order Confirmation No. 163900, dated as of November 2, 2018, by and between Unipharma, LLC and Rommelag Kunststoff-Maschinen Vertriebsgesellschaft mbH
70. Order Confirmation No. 262253, dated as of August 4, 2014, by and between Unipharma, LLC and Rommelag Kunststoff-Maschinen Vertriebsgesellschaft mbH
71. Order Confirmation No. 255928, dated as of May 30, 2012, by and between Unipharma, LLC and Rommelag Kunststoff-Maschinen Vertriebsgesellschaft mbH
72. Engagement Letter, dated as of November 2, 2018, by and between Unipharma, LLC and Rommelag Engineering
73. Manufacturing and Equipment Co-Exploitation Agreement, dated as of June 4, 2020, by and between Unipharma, LLC and RX2, LLC
74. Purchase Order Confirmation Letter, dated as of October 25, 2018, by and between Unipharma, LLC and Schnuck Markets, Inc.
75. Purchase Order Confirmation Letter, dated as of October 1, 2015, by and between Unipharma, LLC and B&O Constructors Inc.
76. Subcontractor Agreement, dated as of September 28, 2015, by and between Unipharma, LLC and B&O Constructors, Inc
77. B&O Constructors Construction Lien, dated as of November 2, 2020, by and between Unipharma, LLC and B&O Constructors, Inc.

78. Purchase Order Confirmation Letter (Not Approved), dated October 21, 2020, by and between Unipharma, LLC and Bio Dose Pharma, LLC

79. See tables below for list of purchase orders, sales orders and signed employment contracts:

Fixed Assets		
#	PO Type	Purchase Order Detail
1	Fixed Assets	PO #190574 between Rommelag and Unipharma, LLC in the amount of \$5,031,000 on 03/01/19 with \$5,031,000 remaining
2	Fixed Assets	PO #190575 between Rommelag and Unipharma, LLC in the amount of \$4,095,000 on 03/01/19 with \$4,095,000 remaining
3	Fixed Assets	PO #190564 between Bram-Cor Pharmaceutical Technologies and Unipharma, LLC in the amount of \$1,800,683 on 03/01/19 with \$1,800,683 remaining
4	Fixed Assets	PO #160038 between AGC Electric Inc. and Unipharma, LLC in the amount of \$1,800,000 on 04/09/18 with \$1,800,000 remaining
5	Fixed Assets	PO #190568 between Bram-Cor Pharmaceutical Technologies and Unipharma, LLC in the amount of \$1,316,200 on 03/01/19 with \$1,316,200 remaining
6	Fixed Assets	PO #190565 between Bram-Cor Pharmaceutical Technologies and Unipharma, LLC in the amount of \$1,139,255 on 03/01/19 with \$1,139,255 remaining
7	Fixed Assets	PO #190569 between Bram-Cor Pharmaceutical Technologies and Unipharma, LLC in the amount of \$668,160 on 03/01/19 with \$668,160 remaining
8	Fixed Assets	PO #1063 between B&O Constructors, Inc. and Unipharma, LLC in the amount of \$649,317 on 03/20/18 with \$649,317 remaining
9	Fixed Assets	PO #190570 between Bram-Cor Pharmaceutical Technologies and Unipharma, LLC in the amount of \$318,155 on 03/01/19 with \$318,155 remaining
10	Fixed Assets	PO #190566 between Bram-Cor Pharmaceutical Technologies and Unipharma, LLC in the amount of \$292,400 on 03/01/19 with \$292,400 remaining
11	Fixed Assets	PO #191130 between Bonfiglioli Engineering S.r.l.s.u. and Unipharma, LLC in the amount of \$127,494 on 07/02/19 with \$127,494 remaining
12	Fixed Assets	PO #191434 between CBH Solutions Group and Unipharma, LLC in the amount of \$106,509 on 09/11/19 with \$106,509 remaining
13	Fixed Assets	PO #190364 between Debon Air Mechanical and Unipharma, LLC in the amount of \$104,828 on 03/01/19 with \$104,828 remaining
14	Fixed Assets	PO #190940 between B&O Constructors, Inc. and Unipharma, LLC in the amount of \$65,579 on 05/23/19 with \$65,579 remaining
15	Fixed Assets	PO #180384 between Debon Air Mechanical and Unipharma, LLC in the amount of \$50,456 on 04/13/18 with \$50,456 remaining
16	Fixed Assets	PO #190365 between Debon Air Mechanical and Unipharma, LLC in the amount of \$48,810 on 03/01/19 with \$48,810 remaining
17	Fixed Assets	PO #191534 between FlexLink Systems Inc and Unipharma, LLC in the amount of \$23,049 on 09/25/19 with \$23,049 remaining
18	Fixed Assets	PO #190642 between Debon Air Mechanical and Unipharma, LLC in the amount of \$22,346 on 04/10/19 with \$22,346 remaining
19	Fixed Assets	PO #201338 between Star Led and Unipharma, LLC in the amount of \$20,350 on 09/24/20 with \$20,350 remaining
20	Fixed Assets	PO #160038006 between AGC Electric Inc. and Unipharma, LLC in the amount of \$19,581 on 07/13/18 with \$19,581 remaining
21	Fixed Assets	PO #190641 between Debon Air Mechanical and Unipharma, LLC in the amount of \$18,563 on 04/10/19 with \$18,563 remaining
22	Fixed Assets	PO #191242 between United Data Technologies, Inc. and Unipharma, LLC in the amount of \$83,670 on 07/26/19 with \$13,300 remaining
23	Fixed Assets	PO #200968 between Capmatic and Unipharma, LLC in the amount of \$13,210 on 07/08/20 with \$13,210 remaining
24	Fixed Assets	PO #190645 between Debon Air Mechanical and Unipharma, LLC in the amount of \$13,018 on 04/10/19 with \$13,018 remaining
25	Fixed Assets	PO #190644 between Debon Air Mechanical and Unipharma, LLC in the amount of \$12,744 on 04/10/19 with \$12,744 remaining
26	Fixed Assets	PO #201611 between Air Techniques International and Unipharma, LLC in the amount of \$11,963 on 11/25/20 with \$11,963 remaining
27	Fixed Assets	PO #190643 between Debon Air Mechanical and Unipharma, LLC in the amount of \$11,344 on 04/10/19 with \$11,344 remaining
28	Fixed Assets	PO #190647 between Debon Air Mechanical and Unipharma, LLC in the amount of \$10,996 on 04/10/19 with \$10,996 remaining
29	Fixed Assets	PO #191531 between Bonfiglioli Engineering S.r.l.s.u. and Unipharma, LLC in the amount of \$8,140 on 09/25/19 with \$8,140 remaining

30	Fixed Assets	PO #1600380061 between AGC Electric Inc. and Unipharma, LLC in the amount of \$7,655 on 03/06/20 with \$7,655 remaining
31	Fixed Assets	PO #191664 between AGC Electric Inc. and Unipharma, LLC in the amount of \$7,655 on 10/17/19 with \$7,417 remaining
32	Fixed Assets	PO #201238 between Metrohm USA and Unipharma, LLC in the amount of \$6,177 on 09/03/20 with \$6,177 remaining
33	Fixed Assets	PO #201609 between Factronics USA and Unipharma, LLC in the amount of \$6,156 on 11/25/20 with \$5,406 remaining
34	Fixed Assets	PO #191692 between Bram-Cor Pharmaceutical Technologies and Unipharma, LLC in the amount of \$4,800 on 10/22/19 with \$4,800 remaining
35	Fixed Assets	PO #190646 between Debon Air Mechanical and Unipharma, LLC in the amount of \$3,564 on 04/10/19 with \$3,564 remaining
36	Fixed Assets	PO #201235 between Comp-Air Service Co and Unipharma, LLC in the amount of \$3,180 on 09/02/20 with \$3,180 remaining
37	Fixed Assets	PO #201436 between B&O Constructors, Inc. and Unipharma, LLC in the amount of \$2,276 on 10/13/20 with \$2,276 remaining
38	Fixed Assets	PO #201426 between EGM Manufacturing and Unipharma, LLC in the amount of \$1,329 on 10/12/20 with \$1,329 remaining
39	Fixed Assets	PO #201528 between BR Supply and Unipharma, LLC in the amount of \$4,914 on 11/06/20 with \$1,035 remaining
40	Fixed Assets	PO #201423 between Comp-Air Service Co and Unipharma, LLC in the amount of \$268 on 10/09/20 with \$268 remaining
41	Fixed Assets	PO #200412 between Rommelag and Unipharma, LLC in the amount of \$16,780 on 03/27/20 with \$27 remaining

Raw Materials		
#	PO Type	Purchase Order Detail
1	Raw Materials	PO #200332 between Jiaherb, Inc and Unipharma, LLC in the amount of \$570,000 on 03/17/20 with \$570,000 remaining
2	Raw Materials	PO #200290 between Trafa Pharmaceutical Supplies, LLC and Unipharma, LLC in the amount of \$228,750 on 03/09/20 with \$228,750 remaining
3	Raw Materials	PO #201579 between Shanghai Freeman Americas, LLC and Unipharma, LLC in the amount of \$3,750 on 11/17/20 with \$3,750 remaining
4	Raw Materials	PO #201578 between Prinova USA and Unipharma, LLC in the amount of \$1,908 on 11/17/20 with \$1,908 remaining
5	Raw Materials	PO #201576 between Fona International and Unipharma, LLC in the amount of \$1,530 on 11/17/20 with \$1,530 remaining

Miscellaneous Supplies		
#	PO Type	Purchase Order Detail
1	Miscellaneous Supplies	PO #200876 between TECNI CAM S.A. DE CV and Unipharma, LLC in the amount of \$24,955 on 06/18/20 with \$24,955 remaining
2	Miscellaneous Supplies	PO #200829 between Red Wing Shoes and Unipharma, LLC in the amount of \$11,250 on 06/10/20 with \$10,125 remaining
3	Miscellaneous Supplies	PO #201431 between Spectrum Packaging Corp and Unipharma, LLC in the amount of \$13,300 on 10/12/20 with \$8,000 remaining
4	Miscellaneous Supplies	PO #201608 between Quality Chemical Laboratories and Unipharma, LLC in the amount of \$7,650 on 11/25/20 with \$7,650 remaining
5	Miscellaneous Supplies	PO #201263 between Pall Corporation and Unipharma, LLC in the amount of \$8,934 on 09/09/20 with \$7,363 remaining
6	Miscellaneous Supplies	PO #201582 between Pall Corporation and Unipharma, LLC in the amount of \$5,232 on 11/18/20 with \$5,232 remaining
7	Miscellaneous Supplies	PO #201031 between Quality Chemical Laboratories and Unipharma, LLC in the amount of \$5,148 on 07/22/20 with \$5,148 remaining
8	Miscellaneous Supplies	PO #201121 between EMD Millipore Corporation and Unipharma, LLC in the amount of \$6,698 on 08/10/20 with \$5,106 remaining
9	Miscellaneous Supplies	PO #201524 between Quality Chemical Laboratories and Unipharma, LLC in the amount of \$4,270 on 11/05/20 with \$4,270 remaining
10	Miscellaneous Supplies	PO #200430 between Empire Roofing and Unipharma, LLC in the amount of \$15,200 on 03/31/20 with \$4,200 remaining
11	Miscellaneous Supplies	PO #201371 between Trescal, Inc. and Unipharma, LLC in the amount of \$3,950 on 09/30/20 with \$3,950 remaining

12	Miscellaneous Supplies	PO #201537 between Comp-Air Service Co and Unipharma, LLC in the amount of \$3,149 on 11/06/20 with \$3,022 remaining
13	Miscellaneous Supplies	PO #200297 between P&M Sheet Metal Corp. and Unipharma, LLC in the amount of \$2,700 on 03/10/20 with \$2,700 remaining
14	Miscellaneous Supplies	PO #201607 between Trescal, Inc. and Unipharma, LLC in the amount of \$2,562 on 11/25/20 with \$2,562 remaining
15	Miscellaneous Supplies	PO #200659 between F&S Enterprises and Unipharma, LLC in the amount of \$4,540 on 05/12/20 with \$2,400 remaining
16	Miscellaneous Supplies	PO #201477 between Trescal, Inc. and Unipharma, LLC in the amount of \$2,464 on 10/22/20 with \$2,376 remaining
17	Miscellaneous Supplies	PO #200580 between Debon Air Mechanical and Unipharma, LLC in the amount of \$2,244 on 04/29/20 with \$2,244 remaining
18	Miscellaneous Supplies	PO #201134 between EMD Millipore Corporation and Unipharma, LLC in the amount of \$2,190 on 08/12/20 with \$2,190 remaining
19	Miscellaneous Supplies	PO #201580 between Donaldson Company Inc and Unipharma, LLC in the amount of \$2,039 on 11/18/20 with \$2,039 remaining
20	Miscellaneous Supplies	PO #201595 between BR Supply and Unipharma, LLC in the amount of \$2,011 on 11/23/20 with \$2,011 remaining
21	Miscellaneous Supplies	PO #201502 between Beckman Coulter and Unipharma, LLC in the amount of \$2,369 on 10/29/20 with \$1,980 remaining
22	Miscellaneous Supplies	PO #201623 between Traeger Brothers and Unipharma, LLC in the amount of \$1,581 on 12/01/20 with \$1,581 remaining
23	Miscellaneous Supplies	PO #201615 between Evoqua Water Technologies and Unipharma, LLC in the amount of \$1,507 on 11/30/20 with \$1,507 remaining
24	Miscellaneous Supplies	PO #201586 between Evoqua Water Technologies and Unipharma, LLC in the amount of \$1,806 on 11/19/20 with \$1,459 remaining
25	Miscellaneous Supplies	PO #200102 between Mettler Toledo LLC and Unipharma, LLC in the amount of \$3,046 on 02/07/20 with \$1,408 remaining
26	Miscellaneous Supplies	PO #200905 between Trescal, Inc. and Unipharma, LLC in the amount of \$1,251 on 06/24/20 with \$1,251 remaining
27	Miscellaneous Supplies	PO #201560 between Eurofins Food Chemistry Testing Madison Inc and Unipharma, LLC in the amount of \$1,224 on 11/13/20 with \$1,224 remaining
28	Miscellaneous Supplies	PO #201186 between Debon Air Mechanical and Unipharma, LLC in the amount of \$9,200 on 08/24/20 with \$1,150 remaining
29	Miscellaneous Supplies	PO #201625 between Inco Metrology, Inc. and Unipharma, LLC in the amount of \$930 on 12/01/20 with \$930 remaining
30	Miscellaneous Supplies	PO #201534 between BR Supply and Unipharma, LLC in the amount of \$943 on 11/06/20 with \$643 remaining
31	Miscellaneous Supplies	PO #201564 between BR Supply and Unipharma, LLC in the amount of \$1,439 on 11/16/20 with \$624 remaining
32	Miscellaneous Supplies	PO #201547 between Froemner, LLC and Unipharma, LLC in the amount of \$562 on 11/12/20 with \$562 remaining
33	Miscellaneous Supplies	PO #201597 between Global Industrial and Unipharma, LLC in the amount of \$477 on 11/23/20 with \$446 remaining
34	Miscellaneous Supplies	PO #201612 between BR Supply and Unipharma, LLC in the amount of \$358 on 11/25/20 with \$358 remaining
35	Miscellaneous Supplies	PO #201270 between Trescal, Inc. and Unipharma, LLC in the amount of \$330 on 09/09/20 with \$330 remaining
36	Miscellaneous Supplies	PO #201591 between Matrix Packaging Machinery, LLC and Unipharma, LLC in the amount of \$342 on 11/20/20 with \$320 remaining
37	Miscellaneous Supplies	PO #201614 between BR Supply and Unipharma, LLC in the amount of \$974 on 11/30/20 with \$298 remaining
38	Miscellaneous Supplies	PO #201517 between BR Supply and Unipharma, LLC in the amount of \$3,056 on 11/04/20 with \$120 remaining

Preventative Maintenance		
#	PO Type	Purchase Order Detail
1	Preventive Maintenance	PO #201602 between Waters Technologies Corporation and Unipharma, LLC in the amount of \$21,160 on 11/24/20 with \$21,160 remaining
2	Preventive Maintenance	PO #201553 between Clayton Industries and Unipharma, LLC in the amount of \$9,240 on 11/12/20 with \$9,240 remaining
3	Preventive Maintenance	PO #201466 between Perkin Elmer and Unipharma, LLC in the amount of \$7,731 on 10/20/20 with \$7,731 remaining
4	Preventive Maintenance	PO #201408 between EMD Millipore Corporation and Unipharma, LLC in the amount of \$3,051 on 10/07/20 with \$3,051 remaining

6	Preventive Maintenance	PO #191796 between Clayton Industries and Unipharma, LLC in the amount of \$8,800 on 11/14/19 with \$2,200 remaining
7	Preventive Maintenance	PO #201569 between US Smoke and Fire and Unipharma, LLC in the amount of \$1,800 on 11/16/20 with \$1,800 remaining

Consumable Supplies		
#	PO Type	Purchase Order Detail
1	Consumable Supplies	PO #200320 between VWR International and Unipharma, LLC in the amount of \$41,393 on 03/16/20 with \$24,559 remaining
2	Consumable Supplies	PO #200336 between VWR International and Unipharma, LLC in the amount of \$49,818 on 03/17/20 with \$7,503 remaining
3	Consumable Supplies	PO #201598 between Airgas and Unipharma, LLC in the amount of \$2,378 on 11/23/20 with \$5,146 remaining
4	Consumable Supplies	PO #201604 between Amazon and Unipharma, LLC in the amount of \$2,094 on 11/24/20 with \$1,949 remaining
5	Consumable Supplies	PO #201555 between Inox Stainless Specialist and Unipharma, LLC in the amount of \$1,720 on 11/12/20 with \$1,720 remaining
6	Consumable Supplies	PO #201568 between Midsea, INC and Unipharma, LLC in the amount of \$748 on 11/16/20 with \$699 remaining
7	Consumable Supplies	PO #201624 between EGM Manufacturing and Unipharma, LLC in the amount of \$499 on 12/01/20 with \$499 remaining
8	Consumable Supplies	PO #201600 between Ametek Mocon and Unipharma, LLC in the amount of \$278 on 11/23/20 with \$260 remaining
9	Consumable Supplies	PO #201509 between PCA Corrugated & Display, LLC and Unipharma, LLC in the amount of \$200 on 11/02/20 with \$200 remaining

Lab Supplies		
#	PO Type	Purchase Order Detail
1	Lab Supplies	PO #170690001 between Quality Chemical Laboratories and Unipharma, LLC in the amount of \$25,175 on 04/05/18 with \$14,750 remaining
2	Lab Supplies	PO #201099 between EMD Millipore Corporation and Unipharma, LLC in the amount of \$31,076 on 08/04/20 with \$7,769 remaining
3	Lab Supplies	PO #200795 between Thomas Scientific and Unipharma, LLC in the amount of \$3,110 on 06/04/20 with \$1,723 remaining
4	Lab Supplies	PO #201372 between Sigma-Aldrich and Unipharma, LLC in the amount of \$1,047 on 09/30/20 with \$467 remaining
5	Lab Supplies	PO #201583 between Crosstex International and Unipharma, LLC in the amount of \$381 on 11/18/20 with \$366 remaining
6	Lab Supplies	PO #201546 between VWR International and Unipharma, LLC in the amount of \$2,141 on 11/11/20 with \$309 remaining
7	Lab Supplies	PO #201605 between VWR International and Unipharma, LLC in the amount of \$684 on 11/24/20 with \$110 remaining
8	Lab Supplies	PO #201042 between VWR International and Unipharma, LLC in the amount of \$2,166 on 07/23/20 with \$60 remaining
9	Lab Supplies	PO #201438 between VWR International and Unipharma, LLC in the amount of \$465 on 10/13/20 with \$57 remaining

Lab Testing		
#	PO Type	Purchase Order Detail
1	Lab Testing	PO #201443 between Microconsult., Inc and Unipharma, LLC in the amount of \$4,483 on 10/14/20 with \$4,483 remaining
2	Lab Testing	PO #201306 between Microconsult., Inc and Unipharma, LLC in the amount of \$3,190 on 09/17/20 with \$3,190 remaining
3	Lab Testing	PO #201469 between Nelson Laboratories Fairfield Inc and Unipharma, LLC in the amount of \$2,878 on 10/20/20 with \$2,878 remaining
4	Lab Testing	PO #201526 between Nelson Laboratories Fairfield Inc and Unipharma, LLC in the amount of \$1,461 on 11/05/20 with \$1,461 remaining
5	Lab Testing	PO #201420 between Nelson Laboratories Fairfield Inc and Unipharma, LLC in the amount of \$1,416 on 10/08/20 with \$1,416 remaining

6	Lab Testing	PO #201444 between Sora Labs and Unipharma, LLC in the amount of \$725 on 10/14/20 with \$445 remaining
7	Lab Testing	PO #200895 between Microconsult., Inc and Unipharma, LLC in the amount of \$435 on 06/22/20 with \$435 remaining
8	Lab Testing	PO #201561 between Microconsult., Inc and Unipharma, LLC in the amount of \$323 on 11/13/20 with \$323 remaining
9	Lab Testing	PO #201523 between Microconsult., Inc and Unipharma, LLC in the amount of \$218 on 11/05/20 with \$218 remaining
10	Lab Testing	PO #201474 between Sora Labs and Unipharma, LLC in the amount of \$410 on 10/21/20 with \$205 remaining
11	Lab Testing	PO #201616 between Microconsult., Inc and Unipharma, LLC in the amount of \$170 on 12/01/20 with \$170 remaining
12	Lab Testing	PO #201618 between Microconsult., Inc and Unipharma, LLC in the amount of \$170 on 12/01/20 with \$170 remaining
13	Lab Testing	PO #201475 between Microconsult., Inc and Unipharma, LLC in the amount of \$435 on 10/21/20 with \$145 remaining
14	Lab Testing	PO #201619 between Sora Labs and Unipharma, LLC in the amount of \$135 on 12/01/20 with \$135 remaining
15	Lab Testing	PO #201620 between Sora Labs and Unipharma, LLC in the amount of \$135 on 12/01/20 with \$135 remaining
16	Lab Testing	PO #201584 between Sora Labs and Unipharma, LLC in the amount of \$100 on 11/19/20 with \$100 remaining
17	Lab Testing	PO #201498 between Microconsult., Inc and Unipharma, LLC in the amount of \$435 on 10/29/20 with \$73 remaining
18	Lab Testing	PO #201516 between Microconsult., Inc and Unipharma, LLC in the amount of \$73 on 11/04/20 with \$73 remaining
19	Lab Testing	PO #201617 between Microconsult., Inc and Unipharma, LLC in the amount of \$73 on 12/01/20 with \$73 remaining
20	Lab Testing	PO #201621 between Sora Labs and Unipharma, LLC in the amount of \$35 on 12/01/20 with \$35 remaining

Hazardous Waste		
#	PO Type	Purchase Order Detail
1	HAZARDOUS WASTE	PO #192149 between Harmony Environmental, Inc. and Unipharma, LLC in the amount of \$42,231 on 01/14/20 with \$7,038 remaining

Cleaning Supplies		
#	PO Type	Purchase Order Detail
1	Cleaning Supplies	PO #201429 between VWR International and Unipharma, LLC in the amount of \$3,199 on 10/12/20 with \$2,990 remaining
2	Cleaning Supplies	PO #201622 between Ecolab Inc. and Unipharma, LLC in the amount of \$772 on 12/01/20 with \$772 remaining

Labels		
#	PO Type	Purchase Order Detail
1	Labels	PO #201626 between Consolidated Label and Unipharma, LLC in the amount of \$3,273 on 12/01/20 with \$3,273 remaining

Production Supplies		
#	PO Type	Purchase Order Detail
1	Production Supplies	PO #201613 between Witt Gas Controls LP and Unipharma, LLC in the amount of \$946 on 11/30/20 with \$946 remaining
2	Production Supplies	PO #200842 between VWR International and Unipharma, LLC in the amount of \$848 on 06/12/20 with \$779 remaining
3	Production Supplies	PO #201592 between Fastenal Company and Unipharma, LLC in the amount of \$127 on 11/20/20 with \$110 remaining

4	Production Supplies	PO #201599 between Indigo Instruments and Unipharma, LLC in the amount of \$31 on 11/23/20 with \$26 remaining
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IT Expenses		
#	PO Type	Purchase Order Detail
1	IT Expenses	PO #201387 between Ebay and Unipharma, LLC in the amount of \$493 on 10/02/20 with \$493 remaining
2	IT Expenses	PO #201572 between Amazon and Unipharma, LLC in the amount of \$2,323 on 11/17/20 with \$124 remaining

Office Supplies		
#	PO Type	Purchase Order Detail
1	Office Supplies	PO #201627 between Office Depot and Unipharma, LLC in the amount of \$73 on 12/01/20 with \$68 remaining

#	Sales Order Comment
1	Sales order from CVS Health on 12/02/20 in the amount of \$192 due 12/14/20
2	Sales order from CVS Health on 12/02/20 in the amount of \$192 due 12/14/20
3	Sales order from CVS Health on 12/02/20 in the amount of \$370 due 12/14/20
4	Sales order from CVS Health on 12/02/20 in the amount of \$739 due 12/14/20
5	Sales order from CVS Health on 12/02/20 in the amount of \$424 due 12/14/20
6	Sales order from Halodine LLC on 08/26/20 in the amount of \$400,000 due 10/10/20
7	Sales order from Laboratorios Suizos on 09/25/20 in the amount of \$18,695 due 12/05/20
8	Sales order from PERULAB S.A. on 09/15/20 in the amount of \$76,800 due 10/28/20

Signed Employee Handbook Confirmations	
#	Agreement Description
1	Unipharma, LLC Signed Employee Handbook Confirmations - Signed by Afanador, Veronica
2	Unipharma, LLC Signed Employee Handbook Confirmations - Signed by Akins, Stony
3	Unipharma, LLC Signed Employee Handbook Confirmations - Signed by Aicantara, Edinson
4	Unipharma, LLC Signed Employee Handbook Confirmations - Signed by Alceus, Harmane
5	Unipharma, LLC Signed Employee Handbook Confirmations - Signed by Alfonso, Jesus
6	Unipharma, LLC Signed Employee Handbook Confirmations - Signed by Alfonso, Mercedes
7	Unipharma, LLC Signed Employee Handbook Confirmations - Signed by Alvarado, Pablo
8	Unipharma, LLC Signed Employee Handbook Confirmations - Signed by Alvarez, Yanis
9	Unipharma, LLC Signed Employee Handbook Confirmations - Signed by Avila, Victor
10	Unipharma, LLC Signed Employee Handbook Confirmations - Signed by Bacallao, Jorge
11	Unipharma, LLC Signed Employee Handbook Confirmations - Signed by Balaguero, Alina
12	Unipharma, LLC Signed Employee Handbook Confirmations - Signed by Blanco, Maria
13	Unipharma, LLC Signed Employee Handbook Confirmations - Signed by Borges, Dalbert
14	Unipharma, LLC Signed Employee Handbook Confirmations - Signed by Cabrera, Pedro
15	Unipharma, LLC Signed Employee Handbook Confirmations - Signed by Cajamarca, Martin
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19	Unipharma, LLC Signed Employee Handbook Confirmations - Signed by Contreras, Oscar
20	Unipharma, LLC Signed Employee Handbook Confirmations - Signed by Cortes Ocasio, Yohana
21	Unipharma, LLC Signed Employee Handbook Confirmations - Signed by Cuadros, Gloria
22	Unipharma, LLC Signed Employee Handbook Confirmations - Signed by Cumana, Jose

23	Unipharma, LLC Signed Employee Handbook Confirmations - Signed by Davis, Davis
24	Unipharma, LLC Signed Employee Handbook Confirmations - Signed by Delance, Zenaïda
25	Unipharma, LLC Signed Employee Handbook Confirmations - Signed by Diaz, Jenkinns
26	Unipharma, LLC Signed Employee Handbook Confirmations - Signed by Diaz, Jesus
27	Unipharma, LLC Signed Employee Handbook Confirmations - Signed by Diaz, Nervis
28	Unipharma, LLC Signed Employee Handbook Confirmations - Signed by Difo, Sandro
29	Unipharma, LLC Signed Employee Handbook Confirmations - Signed by Dingess, Kayla
30	Unipharma, LLC Signed Employee Handbook Confirmations - Signed by Doma, Hemadri
31	Unipharma, LLC Signed Employee Handbook Confirmations - Signed by Dorville, Nicole
32	Unipharma, LLC Signed Employee Handbook Confirmations - Signed by Duque, Ricardo
33	Unipharma, LLC Signed Employee Handbook Confirmations - Signed by Edwards, Benjamin
34	Unipharma, LLC Signed Employee Handbook Confirmations - Signed by Espinosa, Pedro
35	Unipharma, LLC Signed Employee Handbook Confirmations - Signed by Esposito, Joseph
36	Unipharma, LLC Signed Employee Handbook Confirmations - Signed by Evens, Etienne
37	Unipharma, LLC Signed Employee Handbook Confirmations - Signed by Farquaharson, Desroy
38	Unipharma, LLC Signed Employee Handbook Confirmations - Signed by Feliciano, Yamileth
39	Unipharma, LLC Signed Employee Handbook Confirmations - Signed by Felipe, Lorenzo
40	Unipharma, LLC Signed Employee Handbook Confirmations - Signed by Ferrer, Juan D
41	Unipharma, LLC Signed Employee Handbook Confirmations - Signed by Figueroa, Febel
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43	Unipharma, LLC Signed Employee Handbook Confirmations - Signed by Forcada, Alfredo
44	Unipharma, LLC Signed Employee Handbook Confirmations - Signed by Freckleton, Jason
45	Unipharma, LLC Signed Employee Handbook Confirmations - Signed by Fuentes, Catalina
46	Unipharma, LLC Signed Employee Handbook Confirmations - Signed by Gallego, Jean
47	Unipharma, LLC Signed Employee Handbook Confirmations - Signed by Garcia, Samuel
48	Unipharma, LLC Signed Employee Handbook Confirmations - Signed by Gomez, Alejandra
49	Unipharma, LLC Signed Employee Handbook Confirmations - Signed by Gomez, Roberto
50	Unipharma, LLC Signed Employee Handbook Confirmations - Signed by Gonzalez, Carolina
51	Unipharma, LLC Signed Employee Handbook Confirmations - Signed by Gonzalez, Mayra
52	Unipharma, LLC Signed Employee Handbook Confirmations - Signed by Gregor, Elizabeth
53	Unipharma, LLC Signed Employee Handbook Confirmations - Signed by Guerrero, Wilfredo
54	Unipharma, LLC Signed Employee Handbook Confirmations - Signed by Henriquez, Winston
55	Unipharma, LLC Signed Employee Handbook Confirmations - Signed by Hernandez, Luis
56	Unipharma, LLC Signed Employee Handbook Confirmations - Signed by Infante, Yamil
57	Unipharma, LLC Signed Employee Handbook Confirmations - Signed by Jorge, Berta
58	Unipharma, LLC Signed Employee Handbook Confirmations - Signed by Karkuza, Ahmet
59	Unipharma, LLC Signed Employee Handbook Confirmations - Signed by Kumar, Ravish
60	Unipharma, LLC Signed Employee Handbook Confirmations - Signed by Lee, Brian
61	Unipharma, LLC Signed Employee Handbook Confirmations - Signed by Leyva, David
62	Unipharma, LLC Signed Employee Handbook Confirmations - Signed by Lisboa, Bianca
63	Unipharma, LLC Signed Employee Handbook Confirmations - Signed by Lobo, Roland
64	Unipharma, LLC Signed Employee Handbook Confirmations - Signed by Lora, Lucero
65	Unipharma, LLC Signed Employee Handbook Confirmations - Signed by Loyola, Martin
66	Unipharma, LLC Signed Employee Handbook Confirmations - Signed by Mackey, James
67	Unipharma, LLC Signed Employee Handbook Confirmations - Signed by Mais, Marlon
68	Unipharma, LLC Signed Employee Handbook Confirmations - Signed by Manrique, Carlos
69	Unipharma, LLC Signed Employee Handbook Confirmations - Signed by Manrique, Hector
70	Unipharma, LLC Signed Employee Handbook Confirmations - Signed by Martin, Onorio
71	Unipharma, LLC Signed Employee Handbook Confirmations - Signed by Martinez, Isaac

72	Unipharma, LLC Signed Employee Handbook Confirmations - Signed by Martinez, Michelle
73	Unipharma, LLC Signed Employee Handbook Confirmations - Signed by Mata, Adriana
74	Unipharma, LLC Signed Employee Handbook Confirmations - Signed by Mendoza, Miguel
75	Unipharma, LLC Signed Employee Handbook Confirmations - Signed by Montano, Luz
76	Unipharma, LLC Signed Employee Handbook Confirmations - Signed by Morales, Alberto
77	Unipharma, LLC Signed Employee Handbook Confirmations - Signed by Morales, Joel
78	Unipharma, LLC Signed Employee Handbook Confirmations - Signed by Morales, Yertlin
79	Unipharma, LLC Signed Employee Handbook Confirmations - Signed by Morris, Davion
80	Unipharma, LLC Signed Employee Handbook Confirmations - Signed by Murillo, Ana
81	Unipharma, LLC Signed Employee Handbook Confirmations - Signed by Negreira, Jenifer
82	Unipharma, LLC Signed Employee Handbook Confirmations - Signed by Nunez, Mariana
83	Unipharma, LLC Signed Employee Handbook Confirmations - Signed by Nunez, Maydelin
84	Unipharma, LLC Signed Employee Handbook Confirmations - Signed by Oancea, Radu
85	Unipharma, LLC Signed Employee Handbook Confirmations - Signed by Orozco, Jenifer
86	Unipharma, LLC Signed Employee Handbook Confirmations - Signed by Ortega, Juan
87	Unipharma, LLC Signed Employee Handbook Confirmations - Signed by Owens, Cheryl
88	Unipharma, LLC Signed Employee Handbook Confirmations - Signed by Peraza, Daniela
89	Unipharma, LLC Signed Employee Handbook Confirmations - Signed by Petro, Alan
90	Unipharma, LLC Signed Employee Handbook Confirmations - Signed by Pham, Paul
91	Unipharma, LLC Signed Employee Handbook Confirmations - Signed by Pierre, Jessica
92	Unipharma, LLC Signed Employee Handbook Confirmations - Signed by Pizarro, Susana
93	Unipharma, LLC Signed Employee Handbook Confirmations - Signed by Quiroga, Gloria
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Signed Confidentiality and Work-for-hire and Assignment Agreements	
#	Agreement Description
1	Unipharma, LLC Signed Confidentiality and Work-for-hire and Assignment Agreement for Afanador, Veronica
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43	Unipharma, LLC Signed Confidentiality and Work-for-hire and Assignment Agreement for Forcada, Alfredo
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46	Unipharma, LLC Signed Confidentiality and Work-for-hire and Assignment Agreement for Gallego, Jean
47	Unipharma, LLC Signed Confidentiality and Work-for-hire and Assignment Agreement for Garcia, Samuel
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49	Unipharma, LLC Signed Confidentiality and Work-for-hire and Assignment Agreement for Gomez, Roberto
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56	Unipharma, LLC Signed Confidentiality and Work-for-hire and Assignment Agreement for Infante, Yamil
57	Unipharma, LLC Signed Confidentiality and Work-for-hire and Assignment Agreement for Jorge, Berta
58	Unipharma, LLC Signed Confidentiality and Work-for-hire and Assignment Agreement for Karakuza, Ahmet
59	Unipharma, LLC Signed Confidentiality and Work-for-hire and Assignment Agreement for Kumar, Ravish
60	Unipharma, LLC Signed Confidentiality and Work-for-hire and Assignment Agreement for Lee, Brian
61	Unipharma, LLC Signed Confidentiality and Work-for-hire and Assignment Agreement for Leyva, David
62	Unipharma, LLC Signed Confidentiality and Work-for-hire and Assignment Agreement for Lisboa, Bianca
63	Unipharma, LLC Signed Confidentiality and Work-for-hire and Assignment Agreement for Lobo, Roland
64	Unipharma, LLC Signed Confidentiality and Work-for-hire and Assignment Agreement for Lora, Lucero
65	Unipharma, LLC Signed Confidentiality and Work-for-hire and Assignment Agreement for Loyola, Martin
66	Unipharma, LLC Signed Confidentiality and Work-for-hire and Assignment Agreement for Mackey, James
67	Unipharma, LLC Signed Confidentiality and Work-for-hire and Assignment Agreement for Mais, Marlon
68	Unipharma, LLC Signed Confidentiality and Work-for-hire and Assignment Agreement for Manrique, Carlos
69	Unipharma, LLC Signed Confidentiality and Work-for-hire and Assignment Agreement for Manrique, Hector
70	Unipharma, LLC Signed Confidentiality and Work-for-hire and Assignment Agreement for Martin, Onorio
71	Unipharma, LLC Signed Confidentiality and Work-for-hire and Assignment Agreement for Martinez, Isaac
72	Unipharma, LLC Signed Confidentiality and Work-for-hire and Assignment Agreement for Martinez, Michelle
73	Unipharma, LLC Signed Confidentiality and Work-for-hire and Assignment Agreement for Mata, Adriana
74	Unipharma, LLC Signed Confidentiality and Work-for-hire and Assignment Agreement for Mendoza, Miguel
75	Unipharma, LLC Signed Confidentiality and Work-for-hire and Assignment Agreement for Montano, Luz
76	Unipharma, LLC Signed Confidentiality and Work-for-hire and Assignment Agreement for Morales, Alberto
77	Unipharma, LLC Signed Confidentiality and Work-for-hire and Assignment Agreement for Morales, Joel
78	Unipharma, LLC Signed Confidentiality and Work-for-hire and Assignment Agreement for Morales, Yerlin
79	Unipharma, LLC Signed Confidentiality and Work-for-hire and Assignment Agreement for Morris, Davion
80	Unipharma, LLC Signed Confidentiality and Work-for-hire and Assignment Agreement for Murillo, Ana
81	Unipharma, LLC Signed Confidentiality and Work-for-hire and Assignment Agreement for Negreira, Jenifer
82	Unipharma, LLC Signed Confidentiality and Work-for-hire and Assignment Agreement for Nunez, Mariana
83	Unipharma, LLC Signed Confidentiality and Work-for-hire and Assignment Agreement for Nunez, Maydelin
84	Unipharma, LLC Signed Confidentiality and Work-for-hire and Assignment Agreement for Oancea, Radu

85	Unipharma, LLC Signed Confidentiality and Work-for-hire and Assignment Agreement for Orozco, Jenifer
86	Unipharma, LLC Signed Confidentiality and Work-for-hire and Assignment Agreement for Ortega, Juan
87	Unipharma, LLC Signed Confidentiality and Work-for-hire and Assignment Agreement for Owens, Cheryl
88	Unipharma, LLC Signed Confidentiality and Work-for-hire and Assignment Agreement for Peraza, Daniela
89	Unipharma, LLC Signed Confidentiality and Work-for-hire and Assignment Agreement for Petro, Alan
90	Unipharma, LLC Signed Confidentiality and Work-for-hire and Assignment Agreement for Pham, Paul
91	Unipharma, LLC Signed Confidentiality and Work-for-hire and Assignment Agreement for Pierre, Jessica
92	Unipharma, LLC Signed Confidentiality and Work-for-hire and Assignment Agreement for Pizarro, Susana
93	Unipharma, LLC Signed Confidentiality and Work-for-hire and Assignment Agreement for Quiroga, Gloria
94	Unipharma, LLC Signed Confidentiality and Work-for-hire and Assignment Agreement for Rakestraw, Randall
95	Unipharma, LLC Signed Confidentiality and Work-for-hire and Assignment Agreement for Ramgobin, Nanda
96	Unipharma, LLC Signed Confidentiality and Work-for-hire and Assignment Agreement for Ramirez, Barbara
97	Unipharma, LLC Signed Confidentiality and Work-for-hire and Assignment Agreement for Recinos, Eduardo
98	Unipharma, LLC Signed Confidentiality and Work-for-hire and Assignment Agreement for Reyes, Ricardo
99	Unipharma, LLC Signed Confidentiality and Work-for-hire and Assignment Agreement for Ricci, Antonio
100	Unipharma, LLC Signed Confidentiality and Work-for-hire and Assignment Agreement for Richards, Chevel
101	Unipharma, LLC Signed Confidentiality and Work-for-hire and Assignment Agreement for Rivero, Juan
102	Unipharma, LLC Signed Confidentiality and Work-for-hire and Assignment Agreement for Rodriguez, Angela
103	Unipharma, LLC Signed Confidentiality and Work-for-hire and Assignment Agreement for Roman, Maryuri
104	Unipharma, LLC Signed Confidentiality and Work-for-hire and Assignment Agreement for Romero, Donald
105	Unipharma, LLC Signed Confidentiality and Work-for-hire and Assignment Agreement for Romero, Uzcategui, Donald
106	Unipharma, LLC Signed Confidentiality and Work-for-hire and Assignment Agreement for Said, Adla
107	Unipharma, LLC Signed Confidentiality and Work-for-hire and Assignment Agreement for Sanchez, Ana
108	Unipharma, LLC Signed Confidentiality and Work-for-hire and Assignment Agreement for Santana, Brittany
109	Unipharma, LLC Signed Confidentiality and Work-for-hire and Assignment Agreement for Schmid, Ivonne
110	Unipharma, LLC Signed Confidentiality and Work-for-hire and Assignment Agreement for Seebaran, Adrian
111	Unipharma, LLC Signed Confidentiality and Work-for-hire and Assignment Agreement for Serrano, Sarah
112	Unipharma, LLC Signed Confidentiality and Work-for-hire and Assignment Agreement for Singh, Jaswattie
113	Unipharma, LLC Signed Confidentiality and Work-for-hire and Assignment Agreement for Suarez, Edwin
114	Unipharma, LLC Signed Confidentiality and Work-for-hire and Assignment Agreement for Tavarez, Victoria
115	Unipharma, LLC Signed Confidentiality and Work-for-hire and Assignment Agreement for Tewari, Narvindra
116	Unipharma, LLC Signed Confidentiality and Work-for-hire and Assignment Agreement for Torres, Myrta
117	Unipharma, LLC Signed Confidentiality and Work-for-hire and Assignment Agreement for Trezza, Elsa
118	Unipharma, LLC Signed Confidentiality and Work-for-hire and Assignment Agreement for Urrea, Angela
119	Unipharma, LLC Signed Confidentiality and Work-for-hire and Assignment Agreement for Valencia, JorgeOmar
120	Unipharma, LLC Signed Confidentiality and Work-for-hire and Assignment Agreement for Valencia, Oscar
121	Unipharma, LLC Signed Confidentiality and Work-for-hire and Assignment Agreement for Valentin, Jeremy
122	Unipharma, LLC Signed Confidentiality and Work-for-hire and Assignment Agreement for Vargas, Elsie
123	Unipharma, LLC Signed Confidentiality and Work-for-hire and Assignment Agreement for Vasquez, Angel
124	Unipharma, LLC Signed Confidentiality and Work-for-hire and Assignment Agreement for Vasquez, Gonzalo
125	Unipharma, LLC Signed Confidentiality and Work-for-hire and Assignment Agreement for Vasquez, Rafael
126	Unipharma, LLC Signed Confidentiality and Work-for-hire and Assignment Agreement for Velasquez, Oscar
127	Unipharma, LLC Signed Confidentiality and Work-for-hire and Assignment Agreement for Vogt, Richard
128	Unipharma, LLC Signed Confidentiality and Work-for-hire and Assignment Agreement for Williams, latonia
129	Unipharma, LLC Signed Confidentiality and Work-for-hire and Assignment Agreement for Willis, Annette
130	Unipharma, LLC Signed Confidentiality and Work-for-hire and Assignment Agreement for Zamora, Minely

Schedule 4.3 – Litigation

1. Demand Letter, dated December 1, 2020, from Halodine LLC to Unipharma. (“Halodine Demand Letter”)
2. Demand Letter, dated November 30, 2020, regarding RGP adv. Unipharma LLC, et al., from Resources Connection, LLC dba Resources Global Professionals to Unipharma.
3. Cardona v. Unipharma, LLC, Case No. CACE-20-019117 Division 12 (Fla. 17th Cir. Ct.)
4. Demand Letter, dated October 20, 2020, regarding Vernon J. Johnson v. Unipharma, from Vernon J. Johnson to Unipharma.
5. Ink Publishing Corp (i.e. Ink-Global) alleged that a cancelled contract calls for a penalty fee equal to \$71,789.00 per outstanding insertion or advertisement in an American Airlines travel magazine (with respect to a total of five (5) insertions).
6. B&O Constructors Notice of Claim, dated as of November 2, 2020, by and between Unipharma, LLC and B&O Constructors, Inc.
7. Comp-Air Service Co. payment schedule dispute in an amount equal to \$47,400.
8. Rommelag Kunststoff-Maschinen dispute regarding the cancellation by the Company with respect to its order of the BFS 461 equipment and the related cancellation fee equal to approximately 500,000 €.
9. Bram-Cor S.P.A. alleged payment default under contract relating to various unfinished construction projects at the Owned Real Property equal to approximately \$3,587,102.76. Such construction projects include the following:
 - Electrical drop installation for the CIP mobile
 - CIP Mobile commissioning support
 - CIP for 3.1 and 3.2 including product transfer system
 - CIP system phase 3.2 (BramCor)
 - DQ revision for loop update and CIP system
 - PW and WIFI Loops Extensions
 - PW & WIFI Pressure reducers spare parts
 - 9,000L reactor + 3,000L reactor and Control Panel in 3.2 area
 - CIP 3.3 including product transfer system
 - PW Generator for 3.3
 - 9,000L reactor area 3.3

Schedule 4.5 – Consents and Approvals

Consents needed prior to Closing, if and only to the extent such Contract is an Assumed Contract.

1. Salvat Agreement.
2. Service Agreement, dated as of November 23, 2020, between and among Tamarac 10200, LLC and Unipharma, LLC, and Kurtzman Carson Consultants, LLC
3. Engagement Letter Agreement, dated October 18, 2020, by and between IRC Consulting, Inc and Tamarac.
4. Engagement Letter Agreement, dated October 18, 2020, by and between IRC Consulting, Inc and Unipharma.
5. Engagement Letter Agreement, dated October 18, 2020, by and between Elizabeth Muscato and Unipharma.
6. Store Brand Agreement, dated as of February 16, 2017, by and between Unipharma, LLC and CVS Pharmacy, Inc.
7. Private Label Supply Agreement, dated as of July 9, 2020, by and among Unipharma, LLC, Cardinal Health, and CVS Safir Sourcing, LLC
8. Private Label Supply Agreement, dated as of July 14, 2020, by and among Unipharma, LLC, CVS Pharmacy, Inc. and CVS Safir Sourcing, LLC
9. Service Agreement, effective May 29, 2018, by and between Aerotek Scientific and Unipharma.
10. Deloitte Engagement Letter, dated as of November 30, 2020, by and between Unipharma, LLC and Deloitte
11. Supply Agreement, dated as of February 6, 2019, by and between Unipharma, LLC and Walgreens Co.

Schedule 4.7 – Material Contracts

(a)

(i)

- (1) Nutritional Formulator Lease
- (2) Director Agreement, dated as of October 18, 2020, by and between Tamarac 10200, LLC and IRC Consulting, Inc
- (3) Director Agreement, dated as of October 18, 2020, by and between Unipharma, LLC and IRC Consulting, Inc.
- (4) Engagement Letter, dated as of November 10, 2020, by and among Unipharma, LLC, SOLIC Capital Advisors, LLC and SOLIC Capital, LLC (“Solic Engagement Letter.”)
- (5) Amended and Restated Employment Agreement, dated as of November 10, 2020, by and between Unipharma, LLC and Alan Petro.
- (6) Commercial Lease, for the real property located at 10200 NW 67th Street, Tamarac, Florida 33321, dated on May 1, 2018, by and between Tamarac and Unipharma, as amended (the “Lease”)
- (7) Amended and Restated Employment Agreement, dated as of November 10, 2020, by and between Unipharma, LLC and Alan Petro.
- (8) Second Amended and Restated Operating Agreement, dated September 28, 2020, by and between Unipharma, LLC and unitholders, as amended.
- (9) First Amended and Restated Operating Agreement Tamarac 10200, dated as of September 28, 2018, by and between the undersigned members of the LLC.
- (10) All sales orders with BioDose.
- (11) Lease Agreement, by and between Unipharma, LLC and Tamarac 10200, related to the lease of the Company’s facility in Tamarac, FL
- (12) Investment Agreement by and between NHTV (AIV) ULM Holdings LLC, NHTV ULM Holdings LLC, Unipharma, LLC, Raimundo Jose Santamarta, Reinaldo Santamarta, Yohana Santamarta, Raimundo Esteban Santamarta, International Supply Group Corp., and Tamarac 10200, LLC, dated as of September 28, 2018 (the “Investment Agreement”)

(ii) None.

(iii) None.

(iv) None.

(v) Salvat Agreement.

(vi) Manufacturing and Equipment Agreement, dated as of October 30, 2020, by and between Unipharma, LLC and PurityPro Solution Corp.

(vii) None.

(viii)

(1) Private Label Supply Agreement, dated as of July 9, 2020, by and among Unipharma, LLC, Cardinal Health, and CVS Safir Sourcing, LLC

(2) Private Label Supply Agreement, dated as of July 14, 2020, by and among Unipharma, LLC, CVS Pharmacy, Inc. and CVS Safir Sourcing, LLC

(ix) None.

(x)

(1) Debt Acknowledge Letter dated as of May 27, 2020, by and between, Unipharma, LLC and Laboratorios Salvat, S.A.

(2) B&O Constructors Notice of Claim, dated as of November 2, 2020, by and between Unipharma, LLC and B&O Constructors, Inc.

(3) Loan Agreement, dated September 29, 2018, by and among Unipharma, Tamarac, NHTV ULM Holdings LLC, the pledgors defined therein, as amended, restated, amended and restated, modified or supplemented from time to time (collectively, the "Credit Agreement")

(4) Forbearance Agreement, dated October 23, 2020, by and among Unipharma, Tamarac, and NHTV ULM Holdings, LLC, as amended, restated, amended and restated, modified or supplemented from time to time (the "Forbearance Agreement")

(xi) None.

(xii) None.

(xiii) None.

(xiv)

(1) Amended and Restated Employment Agreement, dated as of November 10, 2020, by and between Unipharma, LLC and Alan Petro.

(2) Independent Contractor Letter Agreement, dated as of November 18, 2020, by and between Unipharma, LLC and Grady Grant III.

(3) Retention Agreements identified on Schedule 2.3(e).

(4) Original Employment Agreement, dated as of October 15, 2019, by and between Unipharma, LLC and Paul Pham.

(5) Original Employment Agreement, dated as of December 6, 2019, by and between Unipharma, LLC and Sarah Serrano.

(6) Original Employment Agreement, dated as of June 11, 2019, by and between Unipharma, LLC and Randall Rakestraw.

(xv)

(1) Amended and Restated Employment Agreement, dated as of November 10, 2020, by and between Unipharma, LLC and Alan Petro.

(2) Independent Contractor Letter Agreement, dated as of November 18, 2020, by and between Unipharma, LLC and Grady Grant III.

(3) Solic Engagement Letter.

(xvi)

(1) Private Label Supply Agreement, dated as of July 14, 2020, by and among Unipharma, LLC, CVS Pharmacy, Inc. and CVS Safir Sourcing, LLC

(2) Manufacturing and Equipment Agreement, dated as of October 30, 2020, by and between Unipharma, LLC and PurityPro Solutions Corp.

(3) Private Label Supply Agreement, dated as of July 9, 2020, by and among Unipharma, LLC, Cardinal Health, and CVS Safir Sourcing, LLC

(4) Store Brand Agreement, dated as of February 16, 2017, by and between Unipharma, LLC and CVS Pharmacy, Inc.

(5) Manufacturing Agreement, dated as of August 26, 2020, by and between Unipharma, LLC and Halodine, LLC

(6) Manufacturing and Equipment Co-Exploitation Agreement, dated as of June 4, 2020, by and between Unipharma, LLC and RX2, LLC

(7) Supply Agreement, dated as of February 6, 2019, by and between Unipharma, LLC and Walgreens Co.

(8) Confidentiality Agreement, dated as of March 19, 2020, by and between Unipharma, LLC and ALC Enterprises, LLC

(9) BioDose sales orders.

#	Sales Order Comment
1	Sales order from CVS Health on 12/02/20 in the amount of \$192 due 12/14/20
2	Sales order from CVS Health on 12/02/20 in the amount of \$192 due 12/14/20
3	Sales order from CVS Health on 12/02/20 in the amount of \$370 due 12/14/20
4	Sales order from CVS Health on 12/02/20 in the amount of \$739 due 12/14/20
5	Sales order from CVS Health on 12/02/20 in the amount of \$424 due 12/14/20
6	Sales order from Halodine LLC on 08/26/20 in the amount of \$400,000 due 10/10/20
7	Sales order from Laboratorios Suizos on 09/25/20 in the amount of \$18,695 due 12/05/20
8	Sales order from PERULAB S.A. on 09/15/20 in the amount of \$76,800 due 10/28/20

(xvii)

(1) Credit Agreement.

(2) Investment Agreement.

(xviii)

(1) Subcontractor Agreement, dated as of March 21, 2016, by and between Unipharma, LLC and AGC Electric, Inc.

(2) Engagement Letter, dated as of November 26, 2020, by and between Unipharma, LLC and Clayton Industries

(3) Bi-Annual Service Plan, dated as of February 28, 2020, by and between Unipharma, LLC and Empire Roofing Company Southeast, LLC

(4) Service Agreement, dated as of May 23, 2018, by and between Unipharma, LLC and Aerotek Scientific, LLC

(5) Service Agreement, dated as of November 23, 2020, between and among Tamarac 10200, LLC and Unipharma, LLC and Kurtzman Carson Consultants, LLC

(6) Order Confirmation, dated as of March 21, 2019, by and between Unipharma, LLC and Bram-Cor Pharmaceutical Technologies

(7) Engagement Letter, dated as of June 3, 2019, by and between Unipharma, LLC and CBN Solutions

(8) Engagement Letter, dated as of February 12, 2014, by and between Unipharma, LLC and DebonAir Mechanical, Inc.

(9) Engagement Letter, dated as of December 17, 2015, by and between Unipharma, LLC and Matrix Packaging Machinery, LLC

(10) Manufacturing and Equipment Proposal, dated as of July 1, 2014, by and between Unipharma, LLC and Capmatic Ltd

(11) Change Order, dated as of November 16, 2018, by and between Unipharma, LLC and Comp-Air Service Co.

(12) Engagement Letter, dated as of August 12, 2015, by and between Unipharma, LLC and Comp-Air Service Co.

(13) Supply Agreement, dated as of February 6, 2019, by and between Unipharma, LLC and Walgreens Co.

(14) Manufacturing Agreement, dated as of August 26, 2020, by and between Unipharma, LLC and Halodine, LLC.

(15) Engagement Letter, dated as of November 2, 2018, by and between Unipharma, LLC and Rommelag Engineering

(16) Confidentiality Agreement, dated as of March 19, 2020, by and between Unipharma, LLC and ALC Enterprises, LLC

(17) Manufacturing and Equipment Co-Exploitation Agreement, dated as of June 4, 2020, by and between Unipharma, LLC and RX2, LLC

(18) Purchase Order Confirmation Letter, dated as of October 25, 2018, by and between Unipharma, LLC and Schnuck Markets, Inc.

(19) Purchase Order Confirmation Letter, dated as of October 1, 2015, by and between Unipharma, LLC and B&O Constructors Inc.

(20) Subcontractor Agreement, dated as of September 28, 2015, by and between Unipharma, LLC and B&O Constructors, Inc

(21) The purchase orders listed below:

Fixed Assets		
#	PO Type	Purchase Order Detail
1	Fixed Assets	PO #190574 between Rommelag and Unipharma, LLC in the amount of \$5,031,000 on 03/01/19 with \$5,031,000 remaining
2	Fixed Assets	PO #190575 between Rommelag and Unipharma, LLC in the amount of \$4,095,000 on 03/01/19 with \$4,095,000 remaining
3	Fixed Assets	PO #190564 between Bram-Cor Pharmaceutical Technologies and Unipharma, LLC in the amount of \$1,800,683 on 03/01/19 with \$1,800,683 remaining
4	Fixed Assets	PO #160038 between AGC Electric Inc. and Unipharma, LLC in the amount of \$1,800,000 on 04/09/18 with \$1,800,000 remaining
5	Fixed Assets	PO #190568 between Bram-Cor Pharmaceutical Technologies and Unipharma, LLC in the amount of \$1,316,200 on 03/01/19 with \$1,316,200 remaining
6	Fixed Assets	PO #190565 between Bram-Cor Pharmaceutical Technologies and Unipharma, LLC in the amount of \$1,139,255 on 03/01/19 with \$1,139,255 remaining
7	Fixed Assets	PO #190569 between Bram-Cor Pharmaceutical Technologies and Unipharma, LLC in the amount of \$668,160 on 03/01/19 with \$668,160 remaining
8	Fixed Assets	PO #19063 between B&O Constructors, Inc. and Unipharma, LLC in the amount of \$649,317 on 03/20/18 with \$649,317 remaining

9	Fixed Assets	PO #190570 between Bram-Cor Pharmaceutical Technologies and Unipharma, LLC in the amount of \$318,155 on 03/01/19 with \$318,155 remaining
10	Fixed Assets	PO #190566 between Bram-Cor Pharmaceutical Technologies and Unipharma, LLC in the amount of \$292,400 on 03/01/19 with \$292,400 remaining
11	Fixed Assets	PO #191130 between Bonfiglioli Engineering S.r.l.s.u. and Unipharma, LLC in the amount of \$127,494 on 07/02/19 with \$127,494 remaining
12	Fixed Assets	PO #191434 between CBN Solutions Group and Unipharma, LLC in the amount of \$106,509 on 09/11/19 with \$106,509 remaining
13	Fixed Assets	PO #190364 between Debon Air Mechanical and Unipharma, LLC in the amount of \$104,828 on 03/01/19 with \$104,828 remaining
14	Fixed Assets	PO #190940 between B&O Constructors, Inc. and Unipharma, LLC in the amount of \$65,579 on 05/23/19 with \$65,579 remaining
15	Fixed Assets	PO #180384 between Debon Air Mechanical and Unipharma, LLC in the amount of \$50,456 on 04/13/18 with \$50,456 remaining
16	Fixed Assets	PO #190365 between Debon Air Mechanical and Unipharma, LLC in the amount of \$48,810 on 03/01/19 with \$48,810 remaining
17	Fixed Assets	PO #191534 between FlexLink Systems Inc and Unipharma, LLC in the amount of \$23,049 on 09/25/19 with \$23,049 remaining
18	Fixed Assets	PO #190642 between Debon Air Mechanical and Unipharma, LLC in the amount of \$22,346 on 04/10/19 with \$22,346 remaining
19	Fixed Assets	PO #201338 between Star Led and Unipharma, LLC in the amount of \$20,350 on 09/24/20 with \$20,350 remaining
20	Fixed Assets	PO #160038006 between AGC Electric Inc. and Unipharma, LLC in the amount of \$19,581 on 07/13/18 with \$19,581 remaining
21	Fixed Assets	PO #190641 between Debon Air Mechanical and Unipharma, LLC in the amount of \$18,563 on 04/10/19 with \$18,563 remaining
22	Fixed Assets	PO #191242 between United Data Technologies, Inc. and Unipharma, LLC in the amount of \$83,670 on 07/26/19 with \$13,300 remaining
23	Fixed Assets	PO #200968 between Capmatic and Unipharma, LLC in the amount of \$13,210 on 07/08/20 with \$13,210 remaining
24	Fixed Assets	PO #190645 between Debon Air Mechanical and Unipharma, LLC in the amount of \$13,018 on 04/10/19 with \$13,018 remaining
25	Fixed Assets	PO #190644 between Debon Air Mechanical and Unipharma, LLC in the amount of \$12,744 on 04/10/19 with \$12,744 remaining
26	Fixed Assets	PO #201611 between Air Techniques International and Unipharma, LLC in the amount of \$11,963 on 11/25/20 with \$11,963 remaining
27	Fixed Assets	PO #190643 between Debon Air Mechanical and Unipharma, LLC in the amount of \$11,344 on 04/10/19 with \$11,344 remaining
28	Fixed Assets	PO #190647 between Debon Air Mechanical and Unipharma, LLC in the amount of \$10,996 on 04/10/19 with \$10,996 remaining
29	Fixed Assets	PO #191531 between Bonfiglioli Engineering S.r.l.s.u. and Unipharma, LLC in the amount of \$8,140 on 09/25/19 with \$8,140 remaining
30	Fixed Assets	PO #1600380061 between AGC Electric Inc. and Unipharma, LLC in the amount of \$7,655 on 03/06/20 with \$7,655 remaining
31	Fixed Assets	PO #191664 between AGC Electric Inc. and Unipharma, LLC in the amount of \$7,655 on 10/17/19 with \$7,417 remaining
32	Fixed Assets	PO #201238 between Metrohm USA and Unipharma, LLC in the amount of \$6,177 on 09/03/20 with \$6,177 remaining
33	Fixed Assets	PO #201609 between Factronics USA and Unipharma, LLC in the amount of \$6,156 on 11/25/20 with \$5,406 remaining
34	Fixed Assets	PO #191692 between Bram-Cor Pharmaceutical Technologies and Unipharma, LLC in the amount of \$4,800 on 10/22/19 with \$4,800 remaining
35	Fixed Assets	PO #190646 between Debon Air Mechanical and Unipharma, LLC in the amount of \$3,564 on 04/10/19 with \$3,564 remaining
36	Fixed Assets	PO #201235 between Comp-Air Service Co and Unipharma, LLC in the amount of \$3,180 on 09/02/20 with \$3,180 remaining
37	Fixed Assets	PO #201436 between B&O Constructors, Inc. and Unipharma, LLC in the amount of \$2,276 on 10/13/20 with \$2,276 remaining
38	Fixed Assets	PO #201426 between EGM Manufacturing and Unipharma, LLC in the amount of \$1,329 on 10/12/20 with \$1,329 remaining
39	Fixed Assets	PO #201528 between BR Supply and Unipharma, LLC in the amount of \$4,914 on 11/06/20 with \$1,035 remaining
40	Fixed Assets	PO #201423 between Comp-Air Service Co and Unipharma, LLC in the amount of \$268 on 10/09/20 with \$268 remaining
41	Fixed Assets	PO #200412 between Rommelag and Unipharma, LLC in the amount of \$16,780 on 03/27/20 with \$27 remaining

Raw Materials		
#	PO Type	Purchase Order Detail
1	Raw Materials	PO #200332 between Jiaherb, Inc and Unipharma, LLC in the amount of \$570,000 on 03/17/20 with \$570,000 remaining
2	Raw Materials	PO #200290 between Trafa Pharmaceutical Supplies, LLC and Unipharma, LLC in the amount of \$228,750 on 03/09/20 with \$228,750 remaining
3	Raw Materials	PO #201579 between Shanghai Freeman Americas, LLC and Unipharma, LLC in the amount of \$3,750 on 11/17/20 with \$3,750 remaining
4	Raw Materials	PO #201578 between Prinova USA and Unipharma, LLC in the amount of \$1,908 on 11/17/20 with \$1,908 remaining
5	Raw Materials	PO #201576 between Fona International and Unipharma, LLC in the amount of \$1,530 on 11/17/20 with \$1,530 remaining

Miscellaneous Supplies		
#	PO Type	Purchase Order Detail
1	Miscellaneous Supplies	PO #200876 between TECNI CAM S.A. DE CV and Unipharma, LLC in the amount of \$24,955 on 06/18/20 with \$24,955 remaining
2	Miscellaneous Supplies	PO #200829 between Red Wing Shoes and Unipharma, LLC in the amount of \$11,250 on 06/10/20 with \$10,125 remaining
3	Miscellaneous Supplies	PO #201431 between Spectrum Packaging Corp and Unipharma, LLC in the amount of \$13,300 on 10/12/20 with \$8,000 remaining
4	Miscellaneous Supplies	PO #201608 between Quality Chemical Laboratories and Unipharma, LLC in the amount of \$7,650 on 11/25/20 with \$7,650 remaining
5	Miscellaneous Supplies	PO #201263 between Pall Corporation and Unipharma, LLC in the amount of \$8,934 on 09/09/20 with \$7,363 remaining
6	Miscellaneous Supplies	PO #201582 between Pall Corporation and Unipharma, LLC in the amount of \$5,232 on 11/18/20 with \$5,232 remaining
7	Miscellaneous Supplies	PO #201031 between Quality Chemical Laboratories and Unipharma, LLC in the amount of \$5,148 on 07/22/20 with \$5,148 remaining
8	Miscellaneous Supplies	PO #201121 between EMD Millipore Corporation and Unipharma, LLC in the amount of \$6,698 on 08/10/20 with \$5,106 remaining
9	Miscellaneous Supplies	PO #201524 between Quality Chemical Laboratories and Unipharma, LLC in the amount of \$4,270 on 11/05/20 with \$4,270 remaining
10	Miscellaneous Supplies	PO #200430 between Empire Roofing and Unipharma, LLC in the amount of \$15,200 on 03/31/20 with \$4,200 remaining
11	Miscellaneous Supplies	PO #201371 between Frescal, Inc. and Unipharma, LLC in the amount of \$3,950 on 09/30/20 with \$3,950 remaining
12	Miscellaneous Supplies	PO #201537 between Comp-Air Service Co and Unipharma, LLC in the amount of \$3,149 on 11/06/20 with \$3,022 remaining
13	Miscellaneous Supplies	PO #200297 between P&M Sheet Metal Corp. and Unipharma, LLC in the amount of \$2,700 on 03/10/20 with \$2,700 remaining
14	Miscellaneous Supplies	PO #201607 between Frescal, Inc. and Unipharma, LLC in the amount of \$2,562 on 11/25/20 with \$2,562 remaining
15	Miscellaneous Supplies	PO #200659 between F&S Enterprises and Unipharma, LLC in the amount of \$4,540 on 05/12/20 with \$2,400 remaining
16	Miscellaneous Supplies	PO #201477 between Frescal, Inc. and Unipharma, LLC in the amount of \$2,464 on 10/22/20 with \$2,376 remaining
17	Miscellaneous Supplies	PO #200580 between Debon Air Mechanical and Unipharma, LLC in the amount of \$2,244 on 04/29/20 with \$2,244 remaining
18	Miscellaneous Supplies	PO #201134 between EMD Millipore Corporation and Unipharma, LLC in the amount of \$2,190 on 08/12/20 with \$2,190 remaining
19	Miscellaneous Supplies	PO #201580 between Donaldson Company Inc and Unipharma, LLC in the amount of \$2,039 on 11/18/20 with \$2,039 remaining
20	Miscellaneous Supplies	PO #201595 between BR Supply and Unipharma, LLC in the amount of \$2,011 on 11/23/20 with \$2,011 remaining
21	Miscellaneous Supplies	PO #201502 between Beckman Coulter and Unipharma, LLC in the amount of \$2,369 on 10/29/20 with \$1,980 remaining
22	Miscellaneous Supplies	PO #201623 between Traeger Brothers and Unipharma, LLC in the amount of \$1,581 on 12/01/20 with \$1,581 remaining
23	Miscellaneous Supplies	PO #201615 between Evoqua Water Technologies and Unipharma, LLC in the amount of \$1,507 on 11/30/20 with \$1,507 remaining
24	Miscellaneous Supplies	PO #201586 between Evoqua Water Technologies and Unipharma, LLC in the amount of \$1,806 on 11/19/20 with \$1,459 remaining

25	Miscellaneous Supplies	PO #200102 between Mettler Toledo LLC and Unipharma, LLC in the amount of \$3,046 on 02/07/20 with \$1,408 remaining
26	Miscellaneous Supplies	PO #200905 between Frescal, Inc. and Unipharma, LLC in the amount of \$1,251 on 06/24/20 with \$1,251 remaining
27	Miscellaneous Supplies	PO #201560 between Eurofins Food Chemistry Testing Madison Inc and Unipharma, LLC in the amount of \$1,224 on 11/13/20 with \$1,224 remaining
28	Miscellaneous Supplies	PO #201186 between Debon Air Mechanical and Unipharma, LLC in the amount of \$9,200 on 08/24/20 with \$1,150 remaining
29	Miscellaneous Supplies	PO #201625 between Inco Metrology, Inc. and Unipharma, LLC in the amount of \$930 on 12/01/20 with \$930 remaining
30	Miscellaneous Supplies	PO #201534 between BR Supply and Unipharma, LLC in the amount of \$943 on 11/06/20 with \$643 remaining
31	Miscellaneous Supplies	PO #201564 between BR Supply and Unipharma, LLC in the amount of \$1,439 on 11/16/20 with \$624 remaining
32	Miscellaneous Supplies	PO #201547 between Troemner, LLC and Unipharma, LLC in the amount of \$562 on 11/12/20 with \$562 remaining
33	Miscellaneous Supplies	PO #201597 between Global Industrial and Unipharma, LLC in the amount of \$477 on 11/23/20 with \$446 remaining
34	Miscellaneous Supplies	PO #201612 between BR Supply and Unipharma, LLC in the amount of \$358 on 11/25/20 with \$358 remaining
35	Miscellaneous Supplies	PO #201270 between Frescal, Inc. and Unipharma, LLC in the amount of \$330 on 09/09/20 with \$330 remaining
36	Miscellaneous Supplies	PO #201591 between Matrix Packaging Machinery, LLC and Unipharma, LLC in the amount of \$342 on 11/20/20 with \$320 remaining
37	Miscellaneous Supplies	PO #201614 between BR Supply and Unipharma, LLC in the amount of \$974 on 11/30/20 with \$298 remaining
38	Miscellaneous Supplies	PO #201517 between BR Supply and Unipharma, LLC in the amount of \$3,056 on 11/04/20 with \$120 remaining

Preventative Maintenance		
#	PO Type	Purchase Order Detail
1	Preventive Maintenance	PO #201602 between Waters Technologies Corporation and Unipharma, LLC in the amount of \$21,160 on 11/24/20 with \$21,160 remaining
2	Preventive Maintenance	PO #201553 between Clayton Industries and Unipharma, LLC in the amount of \$9,240 on 11/12/20 with \$9,240 remaining
3	Preventive Maintenance	PO #201466 between Perkin Elmer and Unipharma, LLC in the amount of \$7,731 on 10/20/20 with \$7,731 remaining
4	Preventive Maintenance	PO #201408 between EMD Millipore Corporation and Unipharma, LLC in the amount of \$3,051 on 10/07/20 with \$3,051 remaining
6	Preventive Maintenance	PO #191796 between Clayton Industries and Unipharma, LLC in the amount of \$8,800 on 11/14/19 with \$2,200 remaining
7	Preventive Maintenance	PO #201569 between US Smoke and Fire and Unipharma, LLC in the amount of \$1,800 on 11/16/20 with \$1,800 remaining

Consumable Supplies		
#	PO Type	Purchase Order Detail
1	Consumable Supplies	PO #200320 between VWR International and Unipharma, LLC in the amount of \$41,393 on 03/16/20 with \$24,559 remaining
2	Consumable Supplies	PO #200336 between VWR International and Unipharma, LLC in the amount of \$49,818 on 03/17/20 with \$7,503 remaining
3	Consumable Supplies	PO #201598 between Airgas and Unipharma, LLC in the amount of \$2,378 on 11/23/20 with \$5,146 remaining
4	Consumable Supplies	PO #201604 between Amazon and Unipharma, LLC in the amount of \$2,094 on 11/24/20 with \$1,949 remaining
5	Consumable Supplies	PO #201555 between Inox Stainless Specialist and Unipharma, LLC in the amount of \$1,720 on 11/12/20 with \$1,720 remaining
6	Consumable Supplies	PO #201568 between Midsea, INC and Unipharma, LLC in the amount of \$748 on 11/16/20 with \$699 remaining
7	Consumable Supplies	PO #201624 between EGM Manufacturing and Unipharma, LLC in the amount of \$499 on 12/01/20 with \$499 remaining

8	Consumable Supplies	PO #201600 between Ametek Mocon and Unipharma, LLC in the amount of \$278 on 11/23/20 with \$260 remaining
9	Consumable Supplies	PO #201509 between PCA Corrugated & Display, LLC and Unipharma, LLC in the amount of \$200 on 11/02/20 with \$200 remaining

Lab Supplies		
#	PO Type	Purchase Order Detail
1	Lab Supplies	PO #170690001 between Quality Chemical Laboratories and Unipharma, LLC in the amount of \$25,175 on 04/05/18 with \$14,750 remaining
2	Lab Supplies	PO #201099 between EMD Millipore Corporation and Unipharma, LLC in the amount of \$31,076 on 08/04/20 with \$7,769 remaining
3	Lab Supplies	PO #200795 between Thomas Scientific and Unipharma, LLC in the amount of \$3,110 on 06/04/20 with \$1,723 remaining
4	Lab Supplies	PO #201372 between Sigma-Aldrich and Unipharma, LLC in the amount of \$1,047 on 09/30/20 with \$467 remaining
5	Lab Supplies	PO #201583 between Crosstex International and Unipharma, LLC in the amount of \$381 on 11/18/20 with \$366 remaining
6	Lab Supplies	PO #201546 between VWR International and Unipharma, LLC in the amount of \$2,141 on 11/11/20 with \$309 remaining
7	Lab Supplies	PO #201605 between VWR International and Unipharma, LLC in the amount of \$684 on 11/24/20 with \$110 remaining
8	Lab Supplies	PO #201042 between VWR International and Unipharma, LLC in the amount of \$2,166 on 07/23/20 with \$60 remaining
9	Lab Supplies	PO #201438 between VWR International and Unipharma, LLC in the amount of \$465 on 10/13/20 with \$57 remaining

Lab Testing		
#	PO Type	Purchase Order Detail
1	Lab Testing	PO #201443 between Microconsult., Inc and Unipharma, LLC in the amount of \$4,483 on 10/14/20 with \$4,483 remaining
2	Lab Testing	PO #201306 between Microconsult., Inc and Unipharma, LLC in the amount of \$3,190 on 09/17/20 with \$3,190 remaining
3	Lab Testing	PO #201469 between Nelson Laboratories Fairfield Inc and Unipharma, LLC in the amount of \$2,878 on 10/20/20 with \$2,878 remaining
4	Lab Testing	PO #201526 between Nelson Laboratories Fairfield Inc and Unipharma, LLC in the amount of \$1,461 on 11/05/20 with \$1,461 remaining
5	Lab Testing	PO #201420 between Nelson Laboratories Fairfield Inc and Unipharma, LLC in the amount of \$1,416 on 10/08/20 with \$1,416 remaining
6	Lab Testing	PO #201444 between Sora Labs and Unipharma, LLC in the amount of \$725 on 10/14/20 with \$445 remaining
7	Lab Testing	PO #200895 between Microconsult., Inc and Unipharma, LLC in the amount of \$435 on 06/22/20 with \$435 remaining
8	Lab Testing	PO #201561 between Microconsult., Inc and Unipharma, LLC in the amount of \$323 on 11/13/20 with \$323 remaining
9	Lab Testing	PO #201523 between Microconsult., Inc and Unipharma, LLC in the amount of \$218 on 11/05/20 with \$218 remaining
10	Lab Testing	PO #201474 between Sora Labs and Unipharma, LLC in the amount of \$410 on 10/21/20 with \$205 remaining
11	Lab Testing	PO #201616 between Microconsult., Inc and Unipharma, LLC in the amount of \$170 on 12/01/20 with \$170 remaining
12	Lab Testing	PO #201618 between Microconsult., Inc and Unipharma, LLC in the amount of \$170 on 12/01/20 with \$170 remaining
13	Lab Testing	PO #201475 between Microconsult., Inc and Unipharma, LLC in the amount of \$435 on 10/21/20 with \$145 remaining
14	Lab Testing	PO #201619 between Sora Labs and Unipharma, LLC in the amount of \$135 on 12/01/20 with \$135 remaining
15	Lab Testing	PO #201620 between Sora Labs and Unipharma, LLC in the amount of \$135 on 12/01/20 with \$135 remaining
16	Lab Testing	PO #201584 between Sora Labs and Unipharma, LLC in the amount of \$100 on 11/19/20 with \$100 remaining
17	Lab Testing	PO #201498 between Microconsult., Inc and Unipharma, LLC in the amount of \$435 on 10/29/20 with \$73 remaining

18	Lab Testing	PO #201516 between Microconsult., Inc and Unipharma, LLC in the amount of \$73 on 11/04/20 with \$73 remaining
19	Lab Testing	PO #201617 between Microconsult., Inc and Unipharma, LLC in the amount of \$73 on 12/01/20 with \$73 remaining
20	Lab Testing	PO #201621 between Sora Labs and Unipharma, LLC in the amount of \$35 on 12/01/20 with \$35 remaining

Hazardous Waste		
#	PO Type	Purchase Order Detail
1	HAZARDOUS WASTE	PO #192149 between Harmony Environmental, Inc. and Unipharma, LLC in the amount of \$42,231 on 01/14/20 with \$7,038 remaining

Cleaning Supplies		
#	PO Type	Purchase Order Detail
1	Cleaning Supplies	PO #201429 between VWR International and Unipharma, LLC in the amount of \$3,199 on 10/12/20 with \$2,990 remaining
2	Cleaning Supplies	PO #201622 between Ecolab Inc. and Unipharma, LLC in the amount of \$772 on 12/01/20 with \$772 remaining

Labels		
#	PO Type	Purchase Order Detail
1	Labels	PO #201626 between Consolidated Label and Unipharma, LLC in the amount of \$3,273 on 12/01/20 with \$3,273 remaining

Production Supplies		
#	PO Type	Purchase Order Detail
1	Production Supplies	PO #201613 between Witt Gas Controls LP and Unipharma, LLC in the amount of \$946 on 11/30/20 with \$946 remaining
2	Production Supplies	PO #20084Z between VWR International and Unipharma, LLC in the amount of \$848 on 06/12/20 with \$779 remaining
3	Production Supplies	PO #201592 between Fastenal Company and Unipharma, LLC in the amount of \$127 on 11/20/20 with \$110 remaining
4	Production Supplies	PO #201599 between Indigo Instruments and Unipharma, LLC in the amount of \$31 on 11/23/20 with \$26 remaining

IT Expenses		
#	PO Type	Purchase Order Detail
1	IT Expenses	PO #201387 between Ebay and Unipharma, LLC in the amount of \$493 on 10/02/20 with \$493 remaining
2	IT Expenses	PO #201572 between Amazon and Unipharma, LLC in the amount of \$2,323 on 11/17/20 with \$124 remaining

Office Supplies		
#	PO Type	Purchase Order Detail
1	Office Supplies	PO #201627 between Office Depot and Unipharma, LLC in the amount of \$73 on 12/01/20 with \$68 remaining

(xix)

(1) Engagement Letter, dated as of November 2, 2018, by and between Unipharma, LLC and Rommelag Engineering

(2) Order Confirmation, dated as of March 21, 2019, by and between Unipharma, LLC and Bram-Cor Pharmaceutical Technologies

(3) Purchase Orders with AGC Electric Inc.

(4) B&O Constructors Construction Lien, dated as of November 2, 2020, by and between Unipharma, LLC and B&O Constructors, Inc.

(5) Purchase Orders with Bonfiglioli Engineering S.r.l.s.u.

(6) Engagement Letter, dated as of June 3, 2019, by and between Unipharma, LLC and CBN Solutions

(7) Purchase Orders with Debon Air Mechanical

(8) Purchase Orders with FlexLink Systems Inc

(9) Purchase Orders with Star Led

(10) Purchase Orders with United Data Technologies, Inc.

(11) Manufacturing and Equipment Proposal, dated as of July 1, 2014, by and between Unipharma, LLC and Capmatic Ltd

(12) Purchase Orders with Air Techniques International

(13) Purchase Orders with Metrohm USA

(14) Purchase Orders with Factronics USA

(15) Engagement Letter, dated as of August 12, 2015, by and between Unipharma, LLC and Comp-Air Service Co.

(16) Change Order, dated as of November 16, 2018, by and between Unipharma, LLC and Comp-Air Service Co.

(17) Purchase Orders with EGM Manufacturing

(18) Purchase Orders with BR Supply

(xx) None.

(xxi)

- (1) Investment Agreement
- (2) Credit Agreement.

(xxii)

- (1) The agreements listed on Schedule 2.5(a) not otherwise listed in this Schedule 4.7(a).
- (2) Confidentiality Agreements and employee handbook acknowledgments of the Company's employees

Signed Employee Handbook Confirmations	
#	Agreement Description
1	Unipharma, LLC Signed Employee Handbook Confirmations - Signed by Afanador, Veronica
2	Unipharma, LLC Signed Employee Handbook Confirmations - Signed by Akins, Stacy
3	Unipharma, LLC Signed Employee Handbook Confirmations - Signed by Alcantara, Edinson
4	Unipharma, LLC Signed Employee Handbook Confirmations - Signed by Alceus, Harmare
5	Unipharma, LLC Signed Employee Handbook Confirmations - Signed by Alfonso, Jesus
6	Unipharma, LLC Signed Employee Handbook Confirmations - Signed by Alfonso, Mercedes
7	Unipharma, LLC Signed Employee Handbook Confirmations - Signed by Alvarado, Pablo
8	Unipharma, LLC Signed Employee Handbook Confirmations - Signed by Alvarez, Yanis
9	Unipharma, LLC Signed Employee Handbook Confirmations - Signed by Avila, Victor
10	Unipharma, LLC Signed Employee Handbook Confirmations - Signed by Bacallao, Jorge
11	Unipharma, LLC Signed Employee Handbook Confirmations - Signed by Baiguero, Alina
12	Unipharma, LLC Signed Employee Handbook Confirmations - Signed by Bianco, Maria
13	Unipharma, LLC Signed Employee Handbook Confirmations - Signed by Borges, Dalbert
14	Unipharma, LLC Signed Employee Handbook Confirmations - Signed by Cabrera, Pedro
15	Unipharma, LLC Signed Employee Handbook Confirmations - Signed by Cajamarca, Martin
16	Unipharma, LLC Signed Employee Handbook Confirmations - Signed by Carrera, Angel
17	Unipharma, LLC Signed Employee Handbook Confirmations - Signed by Chheda, Urmi
18	Unipharma, LLC Signed Employee Handbook Confirmations - Signed by Chua, Lucy
19	Unipharma, LLC Signed Employee Handbook Confirmations - Signed by Contreras, Oscar
20	Unipharma, LLC Signed Employee Handbook Confirmations - Signed by Cortes Ocasio, Yohana
21	Unipharma, LLC Signed Employee Handbook Confirmations - Signed by Cuadras, Gloria
22	Unipharma, LLC Signed Employee Handbook Confirmations - Signed by Cumana, Jose
23	Unipharma, LLC Signed Employee Handbook Confirmations - Signed by Davis, Davis
24	Unipharma, LLC Signed Employee Handbook Confirmations - Signed by Delance, Zenaida
25	Unipharma, LLC Signed Employee Handbook Confirmations - Signed by Diaz, Jenkins
26	Unipharma, LLC Signed Employee Handbook Confirmations - Signed by Diaz, Jesus
27	Unipharma, LLC Signed Employee Handbook Confirmations - Signed by Diaz, Nervis
28	Unipharma, LLC Signed Employee Handbook Confirmations - Signed by Difo, Sandro
29	Unipharma, LLC Signed Employee Handbook Confirmations - Signed by Dingess, Kayla
30	Unipharma, LLC Signed Employee Handbook Confirmations - Signed by Doma, Hemadri
31	Unipharma, LLC Signed Employee Handbook Confirmations - Signed by Dorville, Nicole
32	Unipharma, LLC Signed Employee Handbook Confirmations - Signed by Duque, Ricardo
33	Unipharma, LLC Signed Employee Handbook Confirmations - Signed by Edwards, Benjamin
34	Unipharma, LLC Signed Employee Handbook Confirmations - Signed by Espinosa, Pedro
35	Unipharma, LLC Signed Employee Handbook Confirmations - Signed by Esposito, Joseph

36	Unipharma, LLC Signed Employee Handbook Confirmations - Signed by Evens, Etienne
37	Unipharma, LLC Signed Employee Handbook Confirmations - Signed by Farquaharson, Desroy
38	Unipharma, LLC Signed Employee Handbook Confirmations - Signed by Feliciano, Yamileth
39	Unipharma, LLC Signed Employee Handbook Confirmations - Signed by Felipe, Lorenzo
40	Unipharma, LLC Signed Employee Handbook Confirmations - Signed by Ferrer, Juan D
41	Unipharma, LLC Signed Employee Handbook Confirmations - Signed by Figueroa, Febel
42	Unipharma, LLC Signed Employee Handbook Confirmations - Signed by Flores, Wilmer
43	Unipharma, LLC Signed Employee Handbook Confirmations - Signed by Forcada, Alfredo
44	Unipharma, LLC Signed Employee Handbook Confirmations - Signed by Freckleton, Jason
45	Unipharma, LLC Signed Employee Handbook Confirmations - Signed by Fuentes, Catalina
46	Unipharma, LLC Signed Employee Handbook Confirmations - Signed by Gallego, Jean
47	Unipharma, LLC Signed Employee Handbook Confirmations - Signed by Garcia, Samuel
48	Unipharma, LLC Signed Employee Handbook Confirmations - Signed by Gomez, Alejandra
49	Unipharma, LLC Signed Employee Handbook Confirmations - Signed by Gomez, Roberto
50	Unipharma, LLC Signed Employee Handbook Confirmations - Signed by Gonzalez, Carolina
51	Unipharma, LLC Signed Employee Handbook Confirmations - Signed by Gonzalez, Mayra
52	Unipharma, LLC Signed Employee Handbook Confirmations - Signed by Gregor, Elizabeth
53	Unipharma, LLC Signed Employee Handbook Confirmations - Signed by Guerrero, Wilfredo
54	Unipharma, LLC Signed Employee Handbook Confirmations - Signed by Henriquez, Winston
55	Unipharma, LLC Signed Employee Handbook Confirmations - Signed by Hernandez, Luis
56	Unipharma, LLC Signed Employee Handbook Confirmations - Signed by Infante, Yamil
57	Unipharma, LLC Signed Employee Handbook Confirmations - Signed by Jorge, Berta
58	Unipharma, LLC Signed Employee Handbook Confirmations - Signed by Karakuza, Ahmet
59	Unipharma, LLC Signed Employee Handbook Confirmations - Signed by Kumar, Ravish
60	Unipharma, LLC Signed Employee Handbook Confirmations - Signed by Lee, Brian
61	Unipharma, LLC Signed Employee Handbook Confirmations - Signed by Leyva, David
62	Unipharma, LLC Signed Employee Handbook Confirmations - Signed by Lisboa, Bianca
63	Unipharma, LLC Signed Employee Handbook Confirmations - Signed by Lobo, Roland
64	Unipharma, LLC Signed Employee Handbook Confirmations - Signed by Lora, Lucero
65	Unipharma, LLC Signed Employee Handbook Confirmations - Signed by Loyola, Martin
66	Unipharma, LLC Signed Employee Handbook Confirmations - Signed by Mackey, James
67	Unipharma, LLC Signed Employee Handbook Confirmations - Signed by Mais, Marlon
68	Unipharma, LLC Signed Employee Handbook Confirmations - Signed by Manrique, Carlos
69	Unipharma, LLC Signed Employee Handbook Confirmations - Signed by Manrique, Hector
70	Unipharma, LLC Signed Employee Handbook Confirmations - Signed by Martin, Onorio
71	Unipharma, LLC Signed Employee Handbook Confirmations - Signed by Martinez, Isaac
72	Unipharma, LLC Signed Employee Handbook Confirmations - Signed by Martinez, Michelle
73	Unipharma, LLC Signed Employee Handbook Confirmations - Signed by Mata, Adriana
74	Unipharma, LLC Signed Employee Handbook Confirmations - Signed by Mendoza, Miguel
75	Unipharma, LLC Signed Employee Handbook Confirmations - Signed by Montano, Luz
76	Unipharma, LLC Signed Employee Handbook Confirmations - Signed by Morales, Alberto
77	Unipharma, LLC Signed Employee Handbook Confirmations - Signed by Morales, Joel
78	Unipharma, LLC Signed Employee Handbook Confirmations - Signed by Morales, Yerlin
79	Unipharma, LLC Signed Employee Handbook Confirmations - Signed by Morris, Davion
80	Unipharma, LLC Signed Employee Handbook Confirmations - Signed by Murillo, Ana
81	Unipharma, LLC Signed Employee Handbook Confirmations - Signed by Negreira, Jenifer
82	Unipharma, LLC Signed Employee Handbook Confirmations - Signed by Nunez, Mariana
83	Unipharma, LLC Signed Employee Handbook Confirmations - Signed by Nunez, Maydelin
84	Unipharma, LLC Signed Employee Handbook Confirmations - Signed by Oancea, Radu

85	Unipharma, LLC Signed Employee Handbook Confirmations - Signed by Orozco, Jonifer
86	Unipharma, LLC Signed Employee Handbook Confirmations - Signed by Ortega, Juan
87	Unipharma, LLC Signed Employee Handbook Confirmations - Signed by Owens, Cheryl
88	Unipharma, LLC Signed Employee Handbook Confirmations - Signed by Peraza, Daniela
89	Unipharma, LLC Signed Employee Handbook Confirmations - Signed by Petro, Alan
90	Unipharma, LLC Signed Employee Handbook Confirmations - Signed by Pham, Paul
91	Unipharma, LLC Signed Employee Handbook Confirmations - Signed by Pienu, Jessica
92	Unipharma, LLC Signed Employee Handbook Confirmations - Signed by Pizarro, Susana
93	Unipharma, LLC Signed Employee Handbook Confirmations - Signed by Quiroga, Gloria
94	Unipharma, LLC Signed Employee Handbook Confirmations - Signed by Rakestraw, Randall
95	Unipharma, LLC Signed Employee Handbook Confirmations - Signed by Ramgobin, Nanda
96	Unipharma, LLC Signed Employee Handbook Confirmations - Signed by Ramiroz, Barbara
97	Unipharma, LLC Signed Employee Handbook Confirmations - Signed by Recinos, Eduardo
98	Unipharma, LLC Signed Employee Handbook Confirmations - Signed by Reyes, Ricardo
99	Unipharma, LLC Signed Employee Handbook Confirmations - Signed by Ricci, Antonio
100	Unipharma, LLC Signed Employee Handbook Confirmations - Signed by Richards, Chevel
101	Unipharma, LLC Signed Employee Handbook Confirmations - Signed by Rivera, Juan
102	Unipharma, LLC Signed Employee Handbook Confirmations - Signed by Rodriguez, Angela
103	Unipharma, LLC Signed Employee Handbook Confirmations - Signed by Roman, Marvuri
104	Unipharma, LLC Signed Employee Handbook Confirmations - Signed by Romero, Donald
105	Unipharma, LLC Signed Employee Handbook Confirmations - Signed by Romero, Uzcategui, Donald
106	Unipharma, LLC Signed Employee Handbook Confirmations - Signed by Said, Adia
107	Unipharma, LLC Signed Employee Handbook Confirmations - Signed by Sanchez, Ana
108	Unipharma, LLC Signed Employee Handbook Confirmations - Signed by Santana, Brittany
109	Unipharma, LLC Signed Employee Handbook Confirmations - Signed by Schmid, Ivonne
110	Unipharma, LLC Signed Employee Handbook Confirmations - Signed by Seabaran, Adrian
111	Unipharma, LLC Signed Employee Handbook Confirmations - Signed by Serrano, Sarah
112	Unipharma, LLC Signed Employee Handbook Confirmations - Signed by Singh, Jaswattie
113	Unipharma, LLC Signed Employee Handbook Confirmations - Signed by Suarez, Edwin
114	Unipharma, LLC Signed Employee Handbook Confirmations - Signed by Tavaraz, Victoria
115	Unipharma, LLC Signed Employee Handbook Confirmations - Signed by Tewari, Narvindra
116	Unipharma, LLC Signed Employee Handbook Confirmations - Signed by Torres, Myrta
117	Unipharma, LLC Signed Employee Handbook Confirmations - Signed by Trazza, Elsa
118	Unipharma, LLC Signed Employee Handbook Confirmations - Signed by Urrua, Angela
119	Unipharma, LLC Signed Employee Handbook Confirmations - Signed by Valencia, JorgeOmar
120	Unipharma, LLC Signed Employee Handbook Confirmations - Signed by Valencia, Oscar
121	Unipharma, LLC Signed Employee Handbook Confirmations - Signed by Valentin, Jeromy
122	Unipharma, LLC Signed Employee Handbook Confirmations - Signed by Vargas, Elsie
123	Unipharma, LLC Signed Employee Handbook Confirmations - Signed by Vasquez, Angel
124	Unipharma, LLC Signed Employee Handbook Confirmations - Signed by Vasquez, Rafael
125	Unipharma, LLC Signed Employee Handbook Confirmations - Signed by Vazquez, Gonzalo
126	Unipharma, LLC Signed Employee Handbook Confirmations - Signed by Velasquez, Oscar
127	Unipharma, LLC Signed Employee Handbook Confirmations - Signed by Vogt, Richard
128	Unipharma, LLC Signed Employee Handbook Confirmations - Signed by Williams, Latonia
129	Unipharma, LLC Signed Employee Handbook Confirmations - Signed by Willis, Annetto
130	Unipharma, LLC Signed Employee Handbook Confirmations - Signed by Zamora, Minely

Signed Confidentiality and Work-for-Hire and Assignment Agreements

#	Agreement Description
1	Unipharma, LLC Signed Confidentiality and Work-for-hire and Assignment Agreement for Afanador, Veronica
2	Unipharma, LLC Signed Confidentiality and Work-for-hire and Assignment Agreement for Akins , Stony
3	Unipharma, LLC Signed Confidentiality and Work-for-hire and Assignment Agreement for Alcantara, Edinson
4	Unipharma, LLC Signed Confidentiality and Work-for-hire and Assignment Agreement for Alceus, Harmane
5	Unipharma, LLC Signed Confidentiality and Work-for-hire and Assignment Agreement for Alfonso, Jesus
6	Unipharma, LLC Signed Confidentiality and Work-for-hire and Assignment Agreement for Alfonso, Mercedes
7	Unipharma, LLC Signed Confidentiality and Work-for-hire and Assignment Agreement for Alvarado, Pablo
8	Unipharma, LLC Signed Confidentiality and Work-for-hire and Assignment Agreement for Alvarez, Yenis
9	Unipharma, LLC Signed Confidentiality and Work-for-hire and Assignment Agreement for Avila, Victor
10	Unipharma, LLC Signed Confidentiality and Work-for-hire and Assignment Agreement for Bacallao, Jorge
11	Unipharma, LLC Signed Confidentiality and Work-for-hire and Assignment Agreement for Balaguero, Alina
12	Unipharma, LLC Signed Confidentiality and Work-for-hire and Assignment Agreement for Bianco, Maria
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22	Unipharma, LLC Signed Confidentiality and Work-for-hire and Assignment Agreement for Cumana, Jose
23	Unipharma, LLC Signed Confidentiality and Work-for-hire and Assignment Agreement for Davis, Daniel
24	Unipharma, LLC Signed Confidentiality and Work-for-hire and Assignment Agreement for Delance, Zenaida
25	Unipharma, LLC Signed Confidentiality and Work-for-hire and Assignment Agreement for Diaz, Jenkins
26	Unipharma, LLC Signed Confidentiality and Work-for-hire and Assignment Agreement for Diaz, Jesus
27	Unipharma, LLC Signed Confidentiality and Work-for-hire and Assignment Agreement for Diaz, Norvis
28	Unipharma, LLC Signed Confidentiality and Work-for-hire and Assignment Agreement for Difo, Sandro
29	Unipharma, LLC Signed Confidentiality and Work-for-hire and Assignment Agreement for Dingess, Kayla
30	Unipharma, LLC Signed Confidentiality and Work-for-hire and Assignment Agreement for Doma, Homadri
31	Unipharma, LLC Signed Confidentiality and Work-for-hire and Assignment Agreement for Dorville, Hicote
32	Unipharma, LLC Signed Confidentiality and Work-for-hire and Assignment Agreement for Duque, Ricardo
33	Unipharma, LLC Signed Confidentiality and Work-for-hire and Assignment Agreement for Edwards, Benjamin
34	Unipharma, LLC Signed Confidentiality and Work-for-hire and Assignment Agreement for Espinosa, Pedro
35	Unipharma, LLC Signed Confidentiality and Work-for-hire and Assignment Agreement for Esposito, Joseph
36	Unipharma, LLC Signed Confidentiality and Work-for-hire and Assignment Agreement for Evens, Etienne
37	Unipharma, LLC Signed Confidentiality and Work-for-hire and Assignment Agreement for Farguharson, Desroy
38	Unipharma, LLC Signed Confidentiality and Work-for-hire and Assignment Agreement for Feliciano, Yamilette
39	Unipharma, LLC Signed Confidentiality and Work-for-hire and Assignment Agreement for Felipa, Lorenzo
40	Unipharma, LLC Signed Confidentiality and Work-for-hire and Assignment Agreement for Ferrer, Juan D
41	Unipharma, LLC Signed Confidentiality and Work-for-hire and Assignment Agreement for Figueroa, Fabiel
42	Unipharma, LLC Signed Confidentiality and Work-for-hire and Assignment Agreement for Flores-Wilmar
43	Unipharma, LLC Signed Confidentiality and Work-for-hire and Assignment Agreement for Forcada, Alfredo
44	Unipharma, LLC Signed Confidentiality and Work-for-hire and Assignment Agreement for Frockelton, Jason
45	Unipharma, LLC Signed Confidentiality and Work-for-hire and Assignment Agreement for Fuentes, Catalina
46	Unipharma, LLC Signed Confidentiality and Work-for-hire and Assignment Agreement for Gallego, Jean
47	Unipharma, LLC Signed Confidentiality and Work-for-hire and Assignment Agreement for Garcia, Samuel
48	Unipharma, LLC Signed Confidentiality and Work-for-hire and Assignment Agreement for Gomez, Alejandra

49	Unipharma, LLC Signed Confidentiality and Work-for-hire and Assignment Agreement for Gomez, Roberto
50	Unipharma, LLC Signed Confidentiality and Work-for-hire and Assignment Agreement for Gonzalez, Carolina
51	Unipharma, LLC Signed Confidentiality and Work-for-hire and Assignment Agreement for Gonzalez, Mayra
52	Unipharma, LLC Signed Confidentiality and Work-for-hire and Assignment Agreement for Gregor, Elizabeth
53	Unipharma, LLC Signed Confidentiality and Work-for-hire and Assignment Agreement for Guerrero, Wilfredo
54	Unipharma, LLC Signed Confidentiality and Work-for-hire and Assignment Agreement for Henriquez, Winston
55	Unipharma, LLC Signed Confidentiality and Work-for-hire and Assignment Agreement for Hernandez, Luis
56	Unipharma, LLC Signed Confidentiality and Work-for-hire and Assignment Agreement for Infante, Yamil
57	Unipharma, LLC Signed Confidentiality and Work-for-hire and Assignment Agreement for Jorge, Berta
58	Unipharma, LLC Signed Confidentiality and Work-for-hire and Assignment Agreement for Karakuza, Ahmet
59	Unipharma, LLC Signed Confidentiality and Work-for-hire and Assignment Agreement for Kumar, Ravish
60	Unipharma, LLC Signed Confidentiality and Work-for-hire and Assignment Agreement for Lee, Brian
61	Unipharma, LLC Signed Confidentiality and Work-for-hire and Assignment Agreement for Leyva, David
62	Unipharma, LLC Signed Confidentiality and Work-for-hire and Assignment Agreement for Lisboa, Bianca
63	Unipharma, LLC Signed Confidentiality and Work-for-hire and Assignment Agreement for Lobo, Roland
64	Unipharma, LLC Signed Confidentiality and Work-for-hire and Assignment Agreement for Lora, Lucero
65	Unipharma, LLC Signed Confidentiality and Work-for-hire and Assignment Agreement for Loyola, Martin
66	Unipharma, LLC Signed Confidentiality and Work-for-hire and Assignment Agreement for Mackey, James
67	Unipharma, LLC Signed Confidentiality and Work-for-hire and Assignment Agreement for Mais, Marlon
68	Unipharma, LLC Signed Confidentiality and Work-for-hire and Assignment Agreement for Manrique, Carlos
69	Unipharma, LLC Signed Confidentiality and Work-for-hire and Assignment Agreement for Manrique, Hector
70	Unipharma, LLC Signed Confidentiality and Work-for-hire and Assignment Agreement for Martin, Onorio
71	Unipharma, LLC Signed Confidentiality and Work-for-hire and Assignment Agreement for Martinez, Isaac
72	Unipharma, LLC Signed Confidentiality and Work-for-hire and Assignment Agreement for Martinez, Michelle
73	Unipharma, LLC Signed Confidentiality and Work-for-hire and Assignment Agreement for Mata, Adriana
74	Unipharma, LLC Signed Confidentiality and Work-for-hire and Assignment Agreement for Mendoza, Miguel
75	Unipharma, LLC Signed Confidentiality and Work-for-hire and Assignment Agreement for Montano, Luz
76	Unipharma, LLC Signed Confidentiality and Work-for-hire and Assignment Agreement for Morales, Alberto
77	Unipharma, LLC Signed Confidentiality and Work-for-hire and Assignment Agreement for Morales, Joel
78	Unipharma, LLC Signed Confidentiality and Work-for-hire and Assignment Agreement for Morales, Yerlin
79	Unipharma, LLC Signed Confidentiality and Work-for-hire and Assignment Agreement for Morris, Davion
80	Unipharma, LLC Signed Confidentiality and Work-for-hire and Assignment Agreement for Murillo, Ana
81	Unipharma, LLC Signed Confidentiality and Work-for-hire and Assignment Agreement for Negreira, Jenifer
82	Unipharma, LLC Signed Confidentiality and Work-for-hire and Assignment Agreement for Nunez, Mariana
83	Unipharma, LLC Signed Confidentiality and Work-for-hire and Assignment Agreement for Nunez, Maydelin
84	Unipharma, LLC Signed Confidentiality and Work-for-hire and Assignment Agreement for Oancea, Radu
85	Unipharma, LLC Signed Confidentiality and Work-for-hire and Assignment Agreement for Orozco, Jenifer
86	Unipharma, LLC Signed Confidentiality and Work-for-hire and Assignment Agreement for Ortega, Juan
87	Unipharma, LLC Signed Confidentiality and Work-for-hire and Assignment Agreement for Owens, Cheryl
88	Unipharma, LLC Signed Confidentiality and Work-for-hire and Assignment Agreement for Peraza, Daniela
89	Unipharma, LLC Signed Confidentiality and Work-for-hire and Assignment Agreement for Petro, Alan
90	Unipharma, LLC Signed Confidentiality and Work-for-hire and Assignment Agreement for Pham, Paul
91	Unipharma, LLC Signed Confidentiality and Work-for-hire and Assignment Agreement for Pierre, Jessica
92	Unipharma, LLC Signed Confidentiality and Work-for-hire and Assignment Agreement for Pizarro, Susana
93	Unipharma, LLC Signed Confidentiality and Work-for-hire and Assignment Agreement for Quiroga, Gloria
94	Unipharma, LLC Signed Confidentiality and Work-for-hire and Assignment Agreement for Rakestraw, Randall
95	Unipharma, LLC Signed Confidentiality and Work-for-hire and Assignment Agreement for Ramgobin, Nanda
96	Unipharma, LLC Signed Confidentiality and Work-for-hire and Assignment Agreement for Ramirez, Barbara
97	Unipharma, LLC Signed Confidentiality and Work-for-hire and Assignment Agreement for Recinos, Eduardo

98	Unipharma, LLC Signed Confidentiality and Work-for-hire and Assignment Agreement for Reyes, Ricardo
99	Unipharma, LLC Signed Confidentiality and Work-for-hire and Assignment Agreement for Ricci, Antonio
100	Unipharma, LLC Signed Confidentiality and Work-for-hire and Assignment Agreement for Richards, Chevel
101	Unipharma, LLC Signed Confidentiality and Work-for-hire and Assignment Agreement for Rivero, Juan
102	Unipharma, LLC Signed Confidentiality and Work-for-hire and Assignment Agreement for Rodriguez, Angela
103	Unipharma, LLC Signed Confidentiality and Work-for-hire and Assignment Agreement for Roman, Maryuri
104	Unipharma, LLC Signed Confidentiality and Work-for-hire and Assignment Agreement for Romero, Donald
105	Unipharma, LLC Signed Confidentiality and Work-for-hire and Assignment Agreement for Romero, Uzcategui, Donald
106	Unipharma, LLC Signed Confidentiality and Work-for-hire and Assignment Agreement for Said, Adla
107	Unipharma, LLC Signed Confidentiality and Work-for-hire and Assignment Agreement for Sanchez, Ana
108	Unipharma, LLC Signed Confidentiality and Work-for-hire and Assignment Agreement for Santana, Brittany
109	Unipharma, LLC Signed Confidentiality and Work-for-hire and Assignment Agreement for Schmid, Ivonne
110	Unipharma, LLC Signed Confidentiality and Work-for-hire and Assignment Agreement for Seebaran, Adrian
111	Unipharma, LLC Signed Confidentiality and Work-for-hire and Assignment Agreement for Serrano, Sarah
112	Unipharma, LLC Signed Confidentiality and Work-for-hire and Assignment Agreement for Singh, Jaswattie
113	Unipharma, LLC Signed Confidentiality and Work-for-hire and Assignment Agreement for Suarez, Edwin
114	Unipharma, LLC Signed Confidentiality and Work-for-hire and Assignment Agreement for Tavarez, Victoria
115	Unipharma, LLC Signed Confidentiality and Work-for-hire and Assignment Agreement for Tewari, Narvindra
116	Unipharma, LLC Signed Confidentiality and Work-for-hire and Assignment Agreement for Torres, Myrta
117	Unipharma, LLC Signed Confidentiality and Work-for-hire and Assignment Agreement for Trezza, Elsa
118	Unipharma, LLC Signed Confidentiality and Work-for-hire and Assignment Agreement for Urrea, Angela
119	Unipharma, LLC Signed Confidentiality and Work-for-hire and Assignment Agreement for Valencia, JorgeOmar
120	Unipharma, LLC Signed Confidentiality and Work-for-hire and Assignment Agreement for Valencia, Oscar
121	Unipharma, LLC Signed Confidentiality and Work-for-hire and Assignment Agreement for Valentin, Jeremy
122	Unipharma, LLC Signed Confidentiality and Work-for-hire and Assignment Agreement for Vargas, Elsie
123	Unipharma, LLC Signed Confidentiality and Work-for-hire and Assignment Agreement for Vasquez, Angel
124	Unipharma, LLC Signed Confidentiality and Work-for-hire and Assignment Agreement for Vasquez, Gonzalo
125	Unipharma, LLC Signed Confidentiality and Work-for-hire and Assignment Agreement for Vasquez, Rafael
126	Unipharma, LLC Signed Confidentiality and Work-for-hire and Assignment Agreement for Velasquez, Oscar
127	Unipharma, LLC Signed Confidentiality and Work-for-hire and Assignment Agreement for Vogt, Richard
128	Unipharma, LLC Signed Confidentiality and Work-for-hire and Assignment Agreement for Williams, Itonia
129	Unipharma, LLC Signed Confidentiality and Work-for-hire and Assignment Agreement for Willis, Annette
130	Unipharma, LLC Signed Confidentiality and Work-for-hire and Assignment Agreement for Zamora, Minely

(b)

1. Halodine Demand Letter
2. Demand Letter, dated November 30, 2020, regarding RGP adv. Unipharma LLC, et al., from Resources Connection, LLC dba Resources Global Professionals to Unipharma.
3. B&O Constructors Notice of Claim, dated as of November 2, 2020, by and between Unipharma, LLC and B&O Constructors, Inc.
4. Comp-Air Service Co. payment schedule dispute in an amount equal to \$47,400.

5. Rommelag Kunststoff-Maschinen dispute regarding the cancellation by the Company with respect to its order of the BFS 461 equipment and the related cancellation fee equal to approximately 500,000 €.
6. Bram-Cor S.P.A. alleged payment default under contract relating to various unfinished construction projects at the Owned Real Property equal to approximately \$3,587,102.76. Such construction projects include the following:
 - Electrical drop installation for the CIP mobile
 - CIP Mobile commissioning support
 - CIP for 3.1 and 3.2 including product transfer system
 - CIP system phase 3.2 (BramCor)
 - DQ revision for loop update and CIP system
 - PW and WIFI Loops Extensions
 - PW & WIFI Pressure reducers spare parts
 - 9,000L reactor + 3,000L reactor and Control Panel in 3.2 area
 - CIP 3.3 including product transfer system
 - PW Generator for 3.3
 - 9,000L reactor area 3.3

Schedule 4.8 – FDA Regulatory Matters

(a)

- FDA Field Investigators inspected the Unipharma location in Tamarac, Florida between April 22, 2019 and May 7, 2019. At the end of the inspection on May 7, 2019, FDA issued a Form FDA 483 containing six (6) observations of noncompliance. On November 6, 2019, FDA issued a Warning Letter to Unipharma. Since that time, Unipharma has remediated the issues addressed in the FDA Warning Letter, and is awaiting re-inspection by the FDA for the Warning Letter to be lifted. The re-inspection cannot be completed as a result of the COVID-related travel restrictions for the FDA inspectors.

(b)

- FDA Field Investigators inspected the Unipharma Facility in Tamarac, Florida between April 22, 2019 and May 7, 2019. At the end of the inspection on May 7, 2019, FDA issued a Form FDA 483 that contained six observations of noncompliance. On November 6, 2019, FDA issued a Warning Letter to Unipharma. Since that time, Unipharma, LLC has remediated the issues addressed in the FDA Warning Letter, and is awaiting re-inspection by the FDA for the Warning Letter to be lifted. The re-inspection cannot be completed as a result of the COVID-related travel restrictions for the FDA inspectors.
- Untrue statements made in Letter, dated September 23, 2020, to the Honorable Alex M. Azar II, Secretary of Health and Human Services, from Raimundo J. Santamarta on behalf of Unipharma.
- Untrue statements made in Letter, dated September 19, 2020, to the Honorable Mark T. Esper, Secretary of Defense, from Raimundo J. Santamarta on behalf of Unipharma.

(c) None.

(d)

- FDA Field Investigators inspected the Unipharma Facility in Tamarac, Florida between April 22, 2019 and May 7, 2019. At the end of the inspection on May 7, 2019, FDA issued a Form FDA 483 containing six observations of noncompliance. . On November 6, 2019, FDA issued a Warning Letter to Unipharma. Since that time, Unipharma, LLC has remediated the issues addressed in the FDA Warning Letter, and is awaiting re-inspection by the FDA for the Warning Letter to be lifted. The re-inspection cannot be completed as a result of the COVID-related travel restrictions for the FDA inspectors
- The Company initiated a recall of certain “Dr Kids” products and certain “CVS Health Children’s” products in May and July, 2019, because they were misbranded and failed to comply with GMP Regulations. The recalls were closed in June 2020 and November 2020.


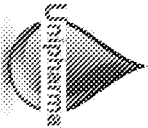
(e)

- The Company initiated a recall of certain “Dr Kids” products and certain “CVS Health Children’s” products in May and July 2019, because they were misbranded and failed to comply with GMP Regulations. The recalls were closed in June 2020 and November 2020.

Schedule 4.9(a) – Intellectual Property

1. Trademarks and Trademark Applications

Mark	Jurisdiction	Serial No.	Filing Date	Reg. No.	Reg. Date	Goods & Services	Owner
GLUTHICELL	USPTO	88091172	24-Aug-2018			Int. CL 5: Dietary supplement with antioxidant and cell protection properties	Unipharma, LLC 10200 NW 67th St. Tamarac, FL 33321
GLUTHITONE	USPTO	88090561	24-Aug-2018			Int. CL 5: Dietary supplements with antioxidant, immune and detox properties.	Unipharma, LLC 10200 NW 67th St. Tamarac, FL 33321
GLUTHIAGE	USPTO	88091170	24-Aug-2018			Int. CL 5: Dietary supplement with antioxidant, antiaging and cell protection properties	Unipharma, LLC 10200 NW 67th St. Tamarac, FL 33321
GLUTHISPORT	USPTO	88091173	24-Aug-2018			Int. CL 5: Dietary supplement with antioxidant, cell protection properties and energy enhancer	Unipharma, LLC 10200 NW 67th St. Tamarac, FL 33321
BIOACTIVE PHYTONUTRIENT S COMPLEX	USPTO	87952464	07-Jun-2018			Int. CL 35 slogan to promote a brand line of dietary supplements with antioxidant and cell protection properties which also support the immune system	Unipharma, LLC 10200 NW 67th St. Tamarac, FL 33321
GLUTICELL	USPTO	87952467	07-Jun-2018			Int. CL 5 dietary supplements with antioxidant and cell protection properties which also supports the immune system	Unipharma, LLC 10200 NW 67th St. Tamarac, FL 33321
N-MMUNE	USPTO	87952474	07-Jun-2018			Int. CL 5 dietary supplements with antioxidant and cell protection properties which also supports the immune system	Unipharma, LLC 10200 NW 67th St. Tamarac, FL 33321
IMMUNCCELL.	USPTO	87949083	05-Jun-2018			Int. CL 5 dietary supplement used as anti-aging, immune system supporter, cell repairer	Unipharma, LLC 10200 NW 67th St. Tamarac, FL 33321
LIOLACTIL KIDS	USPTO	87906382	03-May-2018			Int. CL 5 dietary supplement based on probiotics which promote the restoration of the digestive balance and improve the immune system in children	Unipharma, LLC 10200 NW 67th St. Tamarac, FL 33321
SINGLE USE INNOVATION	USPTO	87906400	03-May-2018			Int. CL 16 slogan to promote a dosing device, which is a single use vial	Unipharma, LLC 10200 NW 67th St.

Mark	Jurisdiction	Serial No	Filing Date	Reg. No.	Reg. Date	Goods & Services	Owner
PROSPAN	USPTO	87906390	03-May-2018			Int. Cl. 5 dietary supplements based on natural extracts use to support a healthy respiratory tract, soothe irritated throat and relieves cough processes in kids and adults	Unipharma, LLC 10200 NW 67th St. Tamarac, FL 33321
ATAMEL	USPTO	87906393	03-May-2018			Int. Cl. 5 analgesic and antipyretic products for adults and children	Unipharma, LLC 10200 NW 67th St. Tamarac, FL 33321
ENTEROGERMIN A	USPTO	87906387	03-May-2018			Int. Cl. 5 dietary supplement based on probiotics which promote the restoration of the digestive balance	Unipharma, LLC 10200 NW 67th St. Tamarac, FL 33321
BIOACTIVE PHYTONUTRIENT S WITH LIPOSOMAL GLUTATHIONE	USPTO	87906427	03-May-2018			Int. Cl. 5 slogan to promote a brand line of dietary supplements with antioxidant and cell protection properties, which also support the immune system	Unipharma, LLC 10200 NW 67th St. Tamarac, FL 33321
	USPTO	87906421	03-May-2018	6153737	15-Sep-2020	Int. Cl. 18 logo of the umbrella brand DR.KIDS to promote pharmaceuticals and nutraceutical products for children use	Unipharma, LLC 10200 NW 67th St. Tamarac, FL 33321
	USPTO	87906418	03-May-2018	5927558	3-Dec-2019	Int. Cl. 35 business logo to identify a company (Unipharma, LLC) located in Tamarac, Florida which is a blow-fill-seal and traditional filling manufacturing facility capable of offering the highest quality of pharmaceuticals and nutraceuticals formulations	Unipharma, LLC 10200 NW 67th St. Tamarac, FL 33321
NATURALLY EASY	USPTO	87810517	26-Feb-2018			Int. Cl. 16 slogan to promote dietary supplements, otc and cosmetic belonging to a brand. This slogan will be always along with the brand	Unipharma, LLC 10200 NW 67th St. Tamarac, FL 33321
LIPOSOMAL MOLECULAR ACTIVATION	USPTO	87809130	23-Feb-2018			Int. Cl. 5 slogan to identify a dietary supplements and cosmetic line with antioxidant and anti-aging power, use as	Unipharma, LLC 10200 NW 67th St. Tamarac, FL 33321

Mark	Jurisdiction	Serial No	Filing Date	Reg. No.	Reg. Date	Goods & Services	Owner
						immune system supporters and cell repair supporters which defend muscle against free radicals and support healthy immune system	
FLORAGERMINA	USPTO	87648107	17-Oct-2017			Int. Cl. 5 dietary supplement based on probiotics which naturally promote the restoration of the digestive balance, help maintain healthy digestive system, provide support against occasional digestive discomfort, support a healthy immune system	Unipharma, LLC 10200 NW 67th St. Tamarac, FL 33321
DREAM TIME	USPTO	87630034	02-Oct-2017			Int. Cl. 5 dietary supplement formulated in liquid form for helping and supporting relaxation and sleep, for use as a sleep aid, for regulating sleep cycles, for use as a relaxing times supporter, and consisting of a calming herb used for treatment of anxiety and insomnia	Unipharma, LLC 10200 NW 67th St. Tamarac, FL 33321
GLUTACELL	USPTO	87630038	02-Oct-2017			Int. Cl. 5 dietary supplement formulated as oral solution with antioxidant power which defends muscles against free radicals and supports healthy immune functions	Unipharma, LLC 10200 NW 67th St. Tamarac, FL 33321
DCARE	USPTO	87536336	20-Jul-2017	5531634	31-Jul-2018	Int. Cl. 5 dietary supplements; vitamin preparations; vitamin supplements; vitamins; liquid vitamin supplements; mixed vitamin preparations	Unipharma, LLC 10200 NW 67th St. Tamarac, FL 33321
MILLENNIAL PLUS	USPTO	87430383	28-Apr-2017			Int. Cl. 25 t-shirts; graphic t-shirts; short-sleeved or long-sleeved t-shirts	Unipharma, LLC 10200 NW 67th St. Tamarac, FL 33321
MILLENNIAL USE	USPTO	87430369	28-Apr-2017			Int. Cl. 25 t-shirts; graphic t-shirts; short-sleeved or long-sleeved t-shirts	Unipharma, LLC 10200 NW 67th St. Tamarac, FL 33321
MILLENNIAL FRIENDLY	USPTO	87430394	28-Apr-2017			Int. Cl. 25 t-shirts; graphic t-shirts; short-sleeved or long-sleeved t-shirts	Unipharma, LLC 10200 NW 67th St. Tamarac, FL 33321

Mark	Jurisdiction	Serial No	Filing Date	Reg. No.	Reg. Date	Goods & Services	Owner
FIXCELL	USPTO	87414054	17-Apr-2017			Int. Cl. 5 nutraceuticals for use as a dietary supplement for aging, immune system, cell fixation	Unipharma, LLC 10200 NW 67th St. Tamarac, FL 33321
U-LOCK SYSTEM	USPTO	87390314	29-Mar-2017			Int. Cl. 9 slogan to promote our child resistant blow fill seal container, which will be used to contain and dispense products for children use	Unipharma, LLC 10200 NW 67th St. Tamarac, FL 33321
PUSH BALL TECHNOLOGY	USPTO	87390308	29-Mar-2017			Int. Cl. 10 medical devices for use in treating or diagnosing infections; medical apparatus and units for dosage, measuring and monitoring; namely, drug delivery devices and systems; medical apparatus, namely, infusion and injection devices for administering drugs	Unipharma, LLC 10200 NW 67th St. Tamarac, FL 33321
SINGLE DOSE INNOVATION	USPTO	87343529	21-Feb-2017			Int. Cl. 5 slogan used for promoting our innovative technology bts which lets make different products in single-use vials (unidose presentation). This trademark will be used on websites, shows, flyers along with our different products. Those products belong to different categories of goods as: allergy medications; allergy relief medication, dietary supplements, medicated water for the treatment of allergies, cough, cold, flu, headache, pain; medicated nasal moisturizers, pain relief medication, saline solution for medical purposes	Unipharma, LLC 10200 NW 67th St. Tamarac, FL 33321
DRDOSE	USPTO	87333418	13-Feb-2017			Int. Cl. 5 allergy medications; allergy relief medication; amino acid preparations for medical purposes; dietary supplements; dietary and nutritional supplements; fungal medications; medicated water for the treatment of allergies, cold, cough, flu, headache, pain; mineral, vitamin, or nutritionally enhanced water for medical	Unipharma, LLC 10200 NW 67th St. Tamarac, FL 33321

Mark	Jurisdiction	Serial No	Filing Date	Reg. No.	Reg. Date	Goods & Services	Owner
						purposes; nutraceuticals for use as a dietary supplement; nutritional supplements; nutritional supplements, namely: probiotic compositions; pain relief medication; parasitocides for medical use; plant extracts for medical, veterinary and pharmaceutical purposes; protein dietary supplements; saline solution for medical purposes; vitamin and mineral preparations for medical use; vitamin and mineral supplements; vitamin and mineral preparations for medical use; vitamin and mineral supplements; vitamin and mineral supplements; vitamin and mineral supplements; dietary and nutritional supplements; liquid nutritional supplement; liquid vitamin supplements; mineral, vitamin, or nutritionally enhanced water for medical purposes; multi-vitamin preparations	Unipharma, LLC 10200 NW 67th St. Tamarac, FL 33321
DKIDS	USPTO	87314666	26-Jan-2017			Int. Cl. 5 allergy medications; allergy relief medication; dietary supplements; products for the treatment of allergies, cough, flu, headache and pain; pain relief medication; saline solution for medical purposes	Unipharma, LLC 10200 NW 67th St. Tamarac, FL 33321
UNIPHARMAUSA	USPTO	87305152	18-Jan-2017			Int. Cl. 3 non-medicated dental rinse; non-medicated feminine hygiene wash	Unipharma, LLC 10200 NW 67th St. Tamarac, FL 33321
HIMASAL	USPTO	87305216	18-Jan-2017	5356445	12-Dec-2017	Int. Cl. 5 allergy relief medication; medicated nasal moisturizers; nasal rinse; saline solution for medical purposes	Unipharma, LLC 10200 NW 67th St. Tamarac, FL 33321
UNICTRA-K	USPTO	87305219	18-Jan-2017	5460033	01-May-2018	Int. Cl. 5 dietary supplements for the treatment and prevention of kidney stones; dietary supplements for the treatment of kidney diseases; dietary	Unipharma, LLC 10200 NW 67th St. Tamarac, FL 33321

Mark	Jurisdiction	Serial No	Filing Date	Reg. No.	Reg. Date	Goods & Services	Owner
UNISELTZER	USPTO	87151651	26-Aug-2016			supplements for use in urology; dietary supplements for urine alkalinizing	Unipharma, LLC 10200 NW 67th St. Tamarac, FL 33321
DR. KIDS	USPTO	87105718	15-Jul-2016	5470297	15-May-2018	Int. Cl. 5 allergy relief medication; amino acid preparations for medical purposes; dietary supplements; medicated water for the treatment of allergies; cough, cold, flu, headache, pain; pain relief medication; saline solution for medical purposes; allergy medications	Unipharma, LLC 10200 NW 67th St. Tamarac, FL 33321
GLUTADOSE	USPTO	88189823	12-Dec-2018	5945760	24-Dec-2019	Int. Cl. 5 Dietary supplements with antioxidant and cell protection properties which also supports the immune system	Unipharma, LLC 10200 NW 67th St. Tamarac, FL 33321
GLUTASPORT	USPTO	88189827	12-Nov-2018			Int. Cl. 5 Dietary supplements with antioxidant, cell protection properties and energy enhancer.	Unipharma, LLC 10200 NW 67th St. Tamarac, FL 33321
GLUTAAGE	USPTO	88189828	12-Nov-2018			Int. Cl. 5 Dietary supplement with antioxidant, antiaging and cell protection properties.	Unipharma, LLC 10200 NW 67th St. Tamarac, FL 33321
GDAVIR-19	USPTO	88820169	3-March-2020			Int. Cl. 5. Dietary supplement with antioxidant and cell protection properties which also supports the immune system.	Unipharma, LLC 10200 NW 67th St. Tamarac, FL 33321
GLUTALCYS	USPTO	88920459	18-May-2020			Int. Cl. 5. Dietary supplements with antioxidant and cell protection properties which also supports the immune system	Unipharma, LLC 10200 NW 67th St. Tamarac, FL 33321
GLUTAWELL	USPTO	88920547	18-May-2020			Int. Cl. 5. Dietary supplements with antioxidant and cell protection properties which also supports the immune system	Unipharma, LLC 10200 NW 67th St. Tamarac, FL 33321
GLUTAVIR	USPTO	88920557	18-May-2020			Int. Cl. 5. Dietary supplements with antioxidant and cell protection properties which also supports the immune system	Unipharma, LLC 10200 NW 67th St. Tamarac, FL 33321

Mark	Jurisdiction	Serial No	Filing Date	Reg. No.	Reg. Date	Goods & Services	Owner
GLUTAIMMUNE	USPTO	88920562	18-May-2020			Int. Cl. 5. Dietary supplements with antioxidant and cell protection properties which also supports the immune system	Unipharma, LLC 10200 NW 67th St. Tamarac, FL 33321
THE EXACT DOSE FOR YOUR HEALTH	USPTO	87106787	19-Jul-2016				Unipharma, LLC 10200 NW 67th St. Tamarac, FL 33321
	USPTO	87500543	22-Jun-2017				Unipharma, LLC 10200 NW 67th St. Tamarac, FL 33321
INTFEMME	USPTO	87471415	1-Jun-2017				Unipharma, LLC 10200 NW 67th St. Tamarac, FL 33321
GLUTA VIR	USPTO	90178565	14-Sep-2020				Unipharma, LLC 10200 NW 67th St. Tamarac, FL 33321
GLUTA	USPTO	90178803	14-Sep-2020				Unipharma, LLC 10200 NW 67th St. Tamarac, FL 33321
MYDRKIDS	USPTO	90144347	28-Aug-2020				Unipharma, LLC 10200 NW 67th St. Tamarac, FL 33321
FLORAGERMINA	USPTO	88960702	11-Jun-2020				Unipharma, LLC 10200 NW 67th St. Tamarac, FL 33321
UNISELTZER	USPTO	88960691	11-Jun-2020				Unipharma, LLC 10200 NW 67th St. Tamarac, FL 33321
DKIDS	Canada	2015160	3-Mar-2020				Unipharma, LLC
N-MMUNE	Canada	2015186	3-Mar-2020				Unipharma, LLC
DCARE	Canada	2015188	3-Mar-2020				Unipharma, LLC
UNISELTZER	Canada	2015194	3-Mar-2020				Unipharma, LLC
GLUTASPORT	Canada	2015199	3-Mar-2020				Unipharma, LLC
UNICTRAK	Canada	2015205	3-Mar-2020				Unipharma, LLC

Mark	Jurisdiction	Serial No	Filing Date	Reg. No.	Reg. Date	Goods & Services	Owner
GLUTADOSE	Canada	2015207	3-Mar-2020				Unipharma, LLC
N-MMUNE	Costa Rica	2020-0002494	25-Mar-2020	289481	9-Jul-2020		Unipharma LLC
DKIDS	Costa Rica	2020-0002495	25-Mar-2020	289480	9-Jul-2020		Unipharma LLC
DCARE	Costa Rica	2020-0002493	25-Mar-2020	289482	9-Jul-2020		Unipharma LLC
GLUTASPORT	Costa Rica	2020-0001693	27-Feb-2020	290852	11-Sep-2020		Unipharma LLC
UNICTRAK	Costa Rica	2020-0001692	27-Feb-2020	289558	10-Jul-2020		Unipharma LLC
GLUTADOSE	Costa Rica	2020-0001695	27-Feb-2020	289559	10-Jul-2020		Unipharma LLC
GLUTADOSE	Guatemala	2020002289	6-Mar-2020				Unipharma, LLC
DCARE	Guatemala	2020002290	6-Mar-2020				Unipharma, LLC
DKIDS	Guatemala	2020002291	6-Mar-2020				Unipharma, LLC
GLUTASPORT	Guatemala	2020001950	27-Feb-2020				Unipharma, LLC
N - MMUNE	Guatemala	2020001952	27-Feb-2020				Unipharma, LLC
UNICTRA - K	Guatemala	2020001951	27-Feb-2020				Unipharma, LLC
UNIPHARMA GLUTADOSE	Guatemala	2020001953	27-Feb-2020				Unipharma, LLC
UNIPHARMA DCARE	Guatemala	2020001955	27-Feb-2020				Unipharma, LLC
UNIPHARMA DKIDS	Guatemala	2020001954	27-Feb-2020				Unipharma, LLC
DCARE	Panama	279997	4-Mar-2020				Unipharma, LLC
UNISELTZER	Panama	280003	4-Mar-2020				Unipharma, LLC
DKIDS	Panama	279998	4-Mar-2020				Unipharma, LLC
GLUTADOSE	Panama	279999	4-Mar-2020				Unipharma, LLC
N - MMUNE	Panama	280000	4-Mar-2020				Unipharma, LLC
UNICTRA - K	Panama	280002	4-Mar-2020				Unipharma, LLC

Mark	Jurisdiction	Serial No	Filing Date	Reg. No.	Reg. Date	Goods & Services	Owner
GLUTASPORT	Panama	280005	4-Mar-2020				Unipharma, LLC
DKIDS	Argentina	3878756	5-Mar-2020				Unipharma, LLC
UNISELTZER	Argentina	3878760	5-Mar-2020				Unipharma, LLC
GLUTADOSE	Argentina	3878757	5-Mar-2020				Unipharma, LLC
N-MMUNE	Argentina	3878758	5-Mar-2020				Unipharma, LLC
DCARE	Argentina	3878755	5-Mar-2020				Unipharma, LLC
UNICTRA-K	Argentina	3878759	5-Mar-2020				Unipharma, LLC
GLUTASPORT	Argentina	3878761	5-Mar-2020				Unipharma, LLC
GLUTASPORT	Brazil	919427006	17-Mar-2020				Unipharma, LLC
GLUTADOSE	Brazil	919427111	17-Mar-2020				Unipharma, LLC
UNISELTZER	Brazil	919427030	17-Mar-2020				Unipharma, LLC
UNIPHARMA	Brazil	919427065	17-Mar-2020				Unipharma, LLC
UNICTRA-K	Brazil	919427081	17-Mar-2020				Unipharma, LLC
UNIPHARMA N-MMUNE	Brazil	919427146	17-Mar-2020				Unipharma, LLC
UNIPHARMA DKIDS	Brazil	919427170	17-Mar-2020				Unipharma, LLC
DCARE	Brazil	919427170	17-Mar-2020				Unipharma, LLC
GLUTASPORT	Chile	1350807	4-Mar-2020	1329158	15-Jun-2020		Unipharma, LLC
GLUTADOSE	Chile	1350811	4-Mar-2020	1329159	15-Jun-2020		Unipharma, LLC
UNICTRA - K	Chile	1350806	4-Mar-2020	1329157	15-Jun-2020		Unipharma, LLC
UNISELTZER	Chile	1350813	4-Mar-2020	1329160	15-Jun-2020		Unipharma, LLC
UNIPHARMA DCARE	Ecuador	2020-14617	27-Feb-2020				Unipharma, LLC
UNISELTZER	Ecuador	2020-14642	27-Feb-2020				Unipharma, LLC
UNIPHARMA GLUTASPORT	Ecuador	2020-14649	27-Feb-2020				Unipharma, LLC
UNICTRA - K	Ecuador	2020-14640	27-Feb-2020				Unipharma, LLC

Mark	Jurisdiction	Serial No	Filing Date	Reg. No.	Reg. Date	Goods & Services	Owner
UNIPHARMA DKIDS	Ecuador	2020-14620	27-Feb-2020				Unipharma, LLC
GLUTADOSE	Ecuador	2020-14623	27-Feb-2020				Unipharma, LLC
UNIPHARMA N - MMUNE	Ecuador	2020-14632	27-Feb-2020				Unipharma, LLC
DKIDS	Paraguay	2014204	3-Mar-2020				Unipharma, LLC
GLUTASPORT	Paraguay	2014201	3-Mar-2020				Unipharma, LLC
GLUTADOSE	Paraguay	2014203	3-Mar-2020				Unipharma, LLC
N - MMUNE	Paraguay	2014200	3-Mar-2020				Unipharma, LLC
UNICTRA - K	Paraguay	2014199	3-Mar-2020				Unipharma, LLC
UNISELTZER	Paraguay	2014198	3-Mar-2020				Unipharma, LLC
DCARE	Paraguay	2014205	3-Mar-2020				Unipharma, LLC
DKIDS	Peru	839723-2020	28-Feb-2020	P00293495	30-Jul-2020		Unipharma, LLC
UNICTRA - K	Peru	839473-2020	27-Feb-2020	P00293351	22-Jul-2020		Unipharma, LLC
N - MMUNE	Peru	839474-2020	27-Feb-2020	P00293352	22-Jul-2020		Unipharma, LLC
DCARE	Peru	839478-2020	27-Feb-2020	P00293354	22-Jul-2020		Unipharma, LLC
GLUTASPORT	Peru	839475-2020	27-Feb-2020	P00293649	30-Jul-2020		Unipharma, LLC
GLUTADOSE	Peru	839476-2020	27-Feb-2020	P00293353	22-Jul-2020		Unipharma, LLC
UNIPHARMA DCARE	Uruguay	512373	27-Feb-2020				Unipharma, LLC
UNIPHARMA DKIDS	Uruguay	512375	27-Feb-2020				Unipharma, LLC
N - MMUNE	Uruguay	512380	27-Feb-2020				Unipharma, LLC
UNICTRA - K	Uruguay	512383	27-Feb-2020				Unipharma, LLC
GLUTASPORT	Uruguay	512386	27-Feb-2020				Unipharma, LLC
UNISELTZER	Uruguay	512385	27-Feb-2020				Unipharma, LLC
GLUTADOSE	Uruguay	512379	27-Feb-2020				Unipharma, LLC
UNICTRA-K	European Union	18202878	26-Feb-2020	18202878	17-Jun-2020		Unipharma, LLC

Mark	Jurisdiction	Serial No	Filing Date	Reg. No.	Reg. Date	Goods & Services	Owner
UNIPHARMA N-MMUNE	European Union	18202877	26-Feb-2020				Unipharma, LLC
UNIPHARMA DKIDS	European Union	18202875	26-Feb-2020				Unipharma, LLC
UNIPHARMA DCARE	European Union	18202874	26-Feb-2020				Unipharma, LLC
UNIPHARMA GLUTADOSE	European Union	18202876	26-Feb-2020				Unipharma, LLC
UNIPHARMA UNISELTZER	European Union	18202880	26-Feb-2020				Unipharma, LLC
UNIPHARMA GLUTASPORT	European Union	18202883	26-Feb-2020				Unipharma, LLC
BIO-BAK	Ukraine	M202017266	25-Aug-2020				Unipharma Limited Liability Company
UNIPHARMA DCARE	United Arab Emirates	326519	27-Feb-2020	326519	25-Jun-2020		Unipharma LLC
N-MMUNE	United Arab Emirates	326523	27-Feb-2020				Unipharma LLC
GLUTADOSE	United Arab Emirates	326521	27-Feb-2020	326521	25-Jun-2020		Unipharma LLC
UNICTRAK	United Arab Emirates	326524	27-Feb-2020				Unipharma LLC
UNISELTZER	United Arab Emirates	326526	27-Feb-2020				Unipharma LLC
GLUTASPORT	United Arab Emirates	326527	27-Feb-2020				Unipharma LLC
UNIPHARMA DKIDS	United Arab Emirates	326520	27-Feb-2020	326520	25-Jun-2020		Unipharma LLC
DCARE	Yemen	95082	2-Mar-2020	95082	2-Mar-2020		Unipharma LLC
GLUTADOSE	Yemen	95083	2-Mar-2020	95083	2-Mar-2020		Unipharma LLC
UNISELTZER	Yemen	95084	2-Mar-2020	95084	2-Mar-2020		Unipharma LLC
GLUTASPORT	Yemen	95086	2-Mar-2020	95086	2-Mar-2020		Unipharma LLC

Mark	Jurisdiction	Serial No	Filing Date	Reg. No.	Reg. Date	Goods & Services	Owner
DKIDS	Yemen	95123	2-Mar-2020	95123	2-Mar-2020		Unipharma LLC
UNICTRAK	Yemen	95126	2-Mar-2020	95126	2-Mar-2020		Unipharma LLC
N-MMUNE	Yemen	95122	2-Mar-2020	95122	2-Mar-2020		Unipharma LLC
GLUTADDOSE	China	44327262	3-Mar-2020				Unipharma, LLC
UNIPHARMA N-MMUNE	China	44327281	3-Mar-2020				Unipharma, LLC
UNICTRAK	China	44327291	3-Mar-2020				Unipharma, LLC
UNIPHARMA DCARE	China	44329295	3-Mar-2020				Unipharma, LLC
UNIPHARMA DKIDS	China	44330992	3-Mar-2020				Unipharma, LLC
UNISELTZER	China	44336608	3-Mar-2020				Unipharma, LLC
UNIPHARMA GLUTASPORT	China	44339779	3-Mar-2020				Unipharma, LLC
GLUTADDOSE	India	4466990	9-Mar-2020				Unipharma LLC
UNIPHARMA DKIDS	India	4466989	9-Mar-2020				Unipharma LLC
UNICTRAK	India	4466992	9-Mar-2020				Unipharma LLC
UNISELTZER	India	4466993	9-Mar-2020				Unipharma LLC
N-MMUNE	India	4466991	9-Mar-2020				Unipharma LLC
GLUTASPORT	India	4466994	9-Mar-2020				Unipharma LLC
DCARE	El Salvador	2020185264	25-Feb-2020				Unipharma LLC
DKIDS	El Salvador	2020185268	25-Feb-2020				Unipharma LLC
GLUTADDOCE	El Salvador	2020185267	25-Feb-2020				Unipharma LLC
DCARE	El Salvador	20200300575	25-Feb-2020				Unipharma LLC
DKIDS	El Salvador	20200300580	25-Feb-2020				Unipharma LLC
GLUTADDOSE	El Salvador	20200300579	25-Feb-2020				Unipharma LLC
N-MMUNE	El Salvador	20200300578	25-Feb-2020				Unipharma LLC
UNIPHARMA UNICTRAK	El Salvador	20200300577	25-Feb-2020				Unipharma LLC

Mark	Jurisdiction	Serial No	Filing Date	Reg. No.	Reg. Date	Goods & Services	Owner
UNISELTZER	El Salvador	20200300753	25-Feb-2020				Unipharna LLC
GLUTASPORT	El Salvador	20200301084	25-Feb-2020				Unipharna LLC
UNIPHARMA DCARE	Pakistan	564006	28-Feb-2020				Unipharna LLC
UNIPHARMA DKIDS	Pakistan	564004	28-Feb-2020				Unipharna LLC
GLUTADOSE	Pakistan	564003	28-Feb-2020				Unipharna LLC
N-MMUNE	Pakistan	564005	28-Feb-2020				Unipharna LLC
UNIPHARMA UNICTRAK	Pakistan	564009	28-Feb-2020				Unipharna LLC
UNISELTZER	Pakistan	564008	28-Feb-2020				Unipharna LLC
GLUTASPORT	Pakistan	564007	28-Feb-2020				Unipharna LLC
UNIPHARMA DCARE	Nicaragua	2020-000581	03-Mar-2020				Unipharna LLC
UNIPHARMA DCARE	Nicaragua	2020-000580	03-Mar-2020				Unipharna LLC
GLUTADOSE	Nicaragua	2020-000575	03-Mar-2020				Unipharna LLC
UNIPHARMA N-MMUNE	Nicaragua	2020-000576	03-Mar-2020				Unipharna LLC
UNICTRAK	Nicaragua	2020-000577	03-Mar-2020				Unipharna LLC
UNISELTZER	Nicaragua	2020-000578	03-Mar-2020				Unipharna LLC
GLUTASPORT	Nicaragua	2020-000579	03-Mar-2020				Unipharna LLC
DCARE	Honduras	10663-2020	03-Mar-2020				Unipharna LLC
DKIDS	Honduras	10664-2020	03-Mar-2020				Unipharna LLC
GLUTADOSE	Honduras	10665-2020	03-Mar-2020				Unipharna LLC
N-MMUNE	Honduras	10666-2020	03-Mar-2020				Unipharna LLC
UNICTRAK	Honduras	10662-2020	03-Mar-2020				Unipharna LLC
GLUTASPORT	Honduras	10667-2020	03-Mar-2020				Unipharna LLC

2. Patents and Patent Applications

Country	Patent Title	Inventors	App. No.	Patent No.	Owner
US	Child Resistant Blow-Fill Seal Packaging	Raimundo Jose Santamarta	61953084	9,108,777B1	Unipharma LLC 10200 NW 67th St Tamarac, FL 33321
US	Child Resistant Blow-Fill Seal Packaging	Raimundo Jose Santamarta	14/596,510	9,108,777	Unipharma, LLC 10200 NW 67th St Tamarac, FL 33321
US	Container and Method for Reconstitution of Substances	Raimundo Jose Santamarta Jose Carlos Osuna Ramos	62596723	n/a	Unipharma, LLC 10200 NW 67th St Tamarac, FL 33321
PCT	Child Resistant Blow-Fill Seal Container	Raimundo Jose Santamarta	PCT/US15/20376	n/a	Unipharma, LLC 10200 NW 67th St Tamarac, FL 33321
EPO	Child Resistant Blow-Fill Seal Container	Raimundo Jose Santamarta	EP3071489	n/a	Soltech International Inc. P.O. 146 Road Town Tortola, Virgin Islands, British
US	Container and Method for Reconstitution of Substances	Raimundo Jose Santamarta	16/767,639		Unipharma, LLC 10200 NW 67th St. Tamarac, FL 33321
Canada	Container	Raimundo Jose Santamarta	186613	186613 S	Unipharma, LLC 10200 NW 67th St. Tamarac, FL 33321
US	Container	Raimundo Jose Santamarta	29/672,508	D877930	Unipharma, LLC 10200 NW 67th St. Tamarac, FL 33321
US	Container	Raimundo Jose Santamarta	29/721,047		Unipharma, LLC 10200 NW 67th St. Tamarac, FL 33321

3. Domain Names

Domain Name	Expiration Date	Registrant Organization	Registrar

bacigermin.com	9/20/2020	Could not confirm	GoDaddy.com, LLC
bacigermina.com	9/29/2020	Could not confirm	GoDaddy.com, LLC
bfsmanufacturing.us	9/30/2021	UniPharma USA	GoDaddy.com, LLC
chidsafetydose.com	10/1/2021	UniPharma, LLC	GoDaddy.com, LLC
chidsafetydose.us	9/30/2021	UniPharma USA	GoDaddy.com, LLC
doctordosis.com	2/10/2023	UniPharma USA	GoDaddy.com, LLC
dosemed.com	5/3/2022	UniPharma USA	GoDaddy.com, LLC
dosemeds.com	5/3/2022	UniPharma USA	GoDaddy.com, LLC
drcarenutrition.com	9/18/2021	UniPharma USA	GoDaddy.com, LLC
drclause.com	7/9/2021	UniPharma, LLC	GoDaddy.com, LLC
drclause.net	7/9/2021	UniPharma, LLC	GoDaddy.com, LLC
drkids.info	2/16/2022	UniPharma, LLC	GoDaddy.com, LLC
drkids.net	2/16/2022	UniPharma USA	GoDaddy.com, LLC
drkids.org	2/16/2022	UniPharma USA	GoDaddy.com, LLC
drkidsunidosis.com	6/8/2021	UniPharma USA	GoDaddy.com, LLC
drvkids.com	1/11/2021	UniPharma USA	GoDaddy.com, LLC
enterogermin.com	6/18/2022	UniPharma USA	GoDaddy.com, LLC

exactdose.us	9/30/2021	UniPharma USA	GoDaddy.com, LLC
FDAMEDSCORP.COM	6/5/2022	FDAMEDSCORP., C.A.	GoDaddy.com, LLC
fixcellhealth.com	3/16/2021	UniPharma USA	GoDaddy.com, LLC
fixcellhealth.net	5/10/2021	UniPharma USA	GoDaddy.com, LLC
fixcellhealth.org	5/10/2021	UniPharma USA	GoDaddy.com, LLC
fixcellhealth.us	5/10/2021	UniPharma USA	GoDaddy.com, LLC
fixcelline.com	3/16/2021	UniPharma USA	GoDaddy.com, LLC
fixcellusa.com	3/16/2021	UniPharma USA	GoDaddy.com, LLC
floragermina.com	10/3/2023	UniPharma USA	GoDaddy.com, LLC
fort-immune.com	3/27/2021	UniPharma USA	GoDaddy.com, LLC
gastrogermina.com	10/3/2020	Could not confirm	GoDaddy.com, LLC
glucbdol.com	5/23/2021	UniPharma USA	GoDaddy.com, LLC
glucel.com	3/16/2021	UniPharma USA	GoDaddy.com, LLC
glucell.com	3/16/2021	UniPharma USA	GoDaddy.com, LLC
gluta2.com	3/7/2021	UniPharma USA	GoDaddy.com, LLC
glutacbd.com	6/6/2021	UniPharma	GoDaddy.com, LLC
glutacbdol.com	5/23/2021	UniPharma	GoDaddy.com, LLC

glutawell.com	4/17/2023	UniPharma USA	GoDaddy.com, LLC
glutaxell.com	4/9/2021	UniPharma USA	GoDaddy.com, LLC
glutaxell.info	4/9/2021	UniPharma USA	GoDaddy.com, LLC
glutaxell.net	4/9/2021	UniPharma USA	GoDaddy.com, LLC
glutaxell.org	4/9/2021	UniPharma USA	GoDaddy.com, LLC
glutguard.com	3/20/2021	UniPharma USA	GoDaddy.com, LLC
gluthaguard.com	3/19/2021	UniPharma USA	GoDaddy.com, LLC
gluthipharma.com	8/16/2021	UniPharma USA	GoDaddy.com, LLC
gluthisport.com	8/15/2021	UniPharma USA	GoDaddy.com, LLC
liolacil.com	5/21/2021	UniPharma USA	GoDaddy.com, LLC
liolacilkids.com	5/21/2021	UniPharma USA	GoDaddy.com, LLC
medidosis.com	5/3/2021	UniPharma USA	GoDaddy.com, LLC
monodose.us	9/30/2021	UniPharma USA	GoDaddy.com, LLC
monodosis.us	9/30/2021	UniPharma USA	GoDaddy.com, LLC
mydrcare.com	9/18/2021	UniPharma USA	GoDaddy.com, LLC
mydrkids.com	2/16/2023	UniPharma USA	GoDaddy.com, LLC
ococell.com	6/4/2021	UniPharma USA	GoDaddy.com, LLC

oxbin.com	10/1/2021	UniPharma USA	GoDaddy.com, LLC
oxbin.us	9/30/2021	UniPharma USA	GoDaddy.com, LLC
phytcell.com	3/23/2021	UniPharma USA	GoDaddy.com, LLC
rightdose.us	9/30/2021	UniPharma USA	GoDaddy.com, LLC
singledose.us	9/30/2021	UniPharma USA	GoDaddy.com, LLC
sweatandtrim.com	3/7/2021	UniPharma USA	GoDaddy.com, LLC
sweattrim.com	10/6/2020	Could not confirm	GoDaddy.com, LLC
theexactdose.us	9/30/2021	UniPharma USA	GoDaddy.com, LLC
therapcell.com	6/4/2021	UniPharma USA	GoDaddy.com, LLC
unimed.com	10/30/2021	UniPharma USA	GoDaddy.com, LLC
unidosis.us	9/30/2021	UniPharma USA	GoDaddy.com, LLC
unifarma.us	9/30/2021	UniPharma USA	GoDaddy.com, LLC
unifarmausa.com	10/1/2021	UniPharma USA	GoDaddy.com, LLC
unifarmausa.us	9/30/2021	UniPharma USA	GoDaddy.com, LLC
unipharmamx.com	5/22/2021	UniPharma USA	GoDaddy.com, LLC
UNIPHARMAUSA.COM	1/15/2025	UniPharma	GoDaddy.com, LLC
unipharmausa.us	9/30/2021	UniPharma USA	GoDaddy.com, LLC

unipharmausallc.com	1/19/2023	UniPharma USA	GoDaddy.com, LLC
unidoose.us	9/30/2021	UniPharma USA	GoDaddy.com, LLC
viucell.com	9/29/2022	UniPharma USA	GoDaddy.com, LLC
vonncel.com	3/19/2021	UniPharma USA	GoDaddy.com, LLC
vonncell.com	3/19/2021	UniPharma USA	GoDaddy.com, LLC
vonnunre.com	3/19/2021	UniPharma USA	GoDaddy.com, LLC
vonncell.com	3/19/2021	UniPharma USA	GoDaddy.com, LLC
vonnunme.com	3/19/2021	UniPharma USA	GoDaddy.com, LLC

Schedule 4.9(c) – Intellectual Property Infringement

None.

Schedule 4.9(d) – Intellectual Property Infringement

To the Knowledge of the Sellers, none of the following are Material to the Business:

1. BioDose continues to use Owned Intellectual Property, including trademarks, branding templates, and order templates.
2. Members of the Santamarta family and their Affiliates continue to use various social media accounts, including LinkedIn, Instagram, Twitter, and Facebook, that are potentially Owned Intellectual Property.

Schedule 4.10(a) – Benefit Plans

- Aetna Vision Insurance
- UnitedHealthcare Dental Insurance
- UnitedHealthcare NHP POS
- UnitedHealthcare NHP HMO
- UnitedHealthcare Choice Plus
- Vision Plan through UnitedHealthcare
- Workmen’s Compensation
- Employment Practice Liability Insurance (Chubb)
- Term Life Short and Long-Term Disability and supplemental coverages

Schedule 4.10(c) – Benefit Plan Revocations

None.

Schedule 4.11(a) – Labor Matters¹

Actual PTO Balances as of 11/30/2020

<u>Payroll Name</u>	<u>Position Status</u>	<u>(Hrs) as of 11/28/2020</u>
Afanador, Ninfa V	Active	79.48
Akins, Stony	Active	25.80
Alcantara, Edinson J	Active	136.04
Alceus, Harmane	Active	40.55
Alfonso, Jesus A	Active	23.90
Alfonso, Mercedes	Active	59.84
Alvarado, Pablo	Active	76.45
Alvarez, Yenis J	Active	87.78
Avila, Victor M	Active	110.86
Bacallao, Jorge L	Active	67.35
Balaguero, Alina	Active	105.90
Blanco, Maria	Active	31.30
Borges, Dalbert	Active	13.60
Cabrera, Pedro	Active	6.49
Cajamarca, Martin O	Active	65.03
Carrera, Angel R	Active	91.79
Chheda, Urmi B	Active	11.25
Chua, Lucille A	Active	223.68
Contreras, Oscar H	Active	36.85
Cortes Ocasio, Yohana	Active	7.65
Cuadros, Gloria	Active	45.00
Cumana, Jose	Active	23.65
Davis, Daniel	Active	4.25
Delance, Zenaida	Active	10.45
Diaz, Jenkins Y	Active	24.40
Diaz, Jesus	Active	36.25
Dieguez Diaz, Nervis	Active	52.60
Difo, Sandro	Active	12.30
Dingess, Kayla Nashea	Active	8.30
Doma, Hemadri	Active	24.85
Dorville, Nicole	Active	13.12
Duque, Ricardo	Active	103.20
Edwards, Benjamin	Active	156.00
Espinosa, Pedro J	Active	6.16
Esposito, Joseph M	Active	87.78
Etienne, Evens	Active	14.65
Farquharson, Desroy	Active	4.30

¹ Compensation and date of birth information to be redacted before filing.

Feliciano, Yamilette	Active	35.85
Felipe, Lorenzo A	Active	6.16
Ferrer, Juan Diego	Active	49.27
Figuroa, Febel M	Active	7.60
Flores, Wilmer	Active	2.65
Forcada, Alfredo	Active	3.30
Freckleton, Jason	Active	4.30
Fuentes, Catalina	Active	48.02
Gallego, Jean	Active	83.28
Garcia, Samuel	Active	0.64
Gomez, Alejandra	Active	40.85
Gomez, Roberto	Active	58.65
Gonzalez, Carolina	Active	109.15
Gonzalez, Mayra	Active	152.92
Gregor, Elizabeth M	Active	37.15
Guerrero, Wilfredo	Active	30.77
Henriquez Moreno, Winston	Active	4.30
Hernandez, Luis M	Active	53.70
Infante, Yamil	Active	23.65
Jorge, Berta	Active	78.39
Karakuza, Ahmet	Active	131.84
Kumar, Ravish	Active	55.44
Lee, Brian	Active	32.25
Leyva, David	Active	83.05
Lisboa, Bianca	Active	26.15
Lobo, Roland G	Active	71.59
Lora, Lucero	Active	22.10
Loyola, Martin A	Active	11.49
Luis Nunez, Maydelin	Active	28.85
Mackey, James	Active	181.56
Mais, Marlon	Active	7.10
Manrique, Carlos S	Active	6.00
Manrique, Hector Y	Active	36.55
Martin, Onorio	Active	50.37
Martinez, Isaac	Active	22.08
Martinez, Michelle	Active	34.40
Mata, Adriana	Active	53.54
Mendoza, Miguel Angel	Active	22.10
Montano, Luz A	Active	50.88
Morales, Aquiles Alberto	Active	46.20
Morales, Joel	Active	12.32
Morales, Yerlin	Active	10.45
Morris, Davion Orlando	Active	19.95
Murillo, Ana C	Active	10.75
Negreira, Jennifer R	Active	22.29

Nunez, Mariana	Active	46.82
Oancea, Radu	Active	63.22
Orozco, Jenifer	Active	55.90
Ortega, Juan	Active	55.85
Owens, Cheryl A	Active	4.30
Peraza, Daniela	Active	26.00
Petro, Alan	Active	61.60
Pham, Paul	Active	100.48
Pierre, Jessica	Active	4.30
Pizarro, Susana	Active	85.88
Quinones, Jorge	Active	47.62
Quiroga, Gloria	Active	8.55
Rakestraw, Randall L	Active	79.60
Ramgobin, Nanda	Active	137.40
Ramirez, Barbara	Active	4.44
Recinos, Eduardo	Active	45.70
Reyes, Ricardo	Active	28.25
Ricci, Antonio J	Active	139.99
Richards Turner, Chevel A	Active	19.35
Rivero, Juan	Active	66.65
Rodriguez, Angela G	Active	30.70
Roman, Maryuri	Active	24.85
Romero Uzcategui, Donald	Active	50.96
Romero, Donald J	Active	31.55
Said, Adla	Active	39.78
Sanchez, Ana	Active	4.30
Santana, Brittany N	Active	12.40
Seebaran, Adrian C	Active	21.45
Serrano, Sarah M	Active	75.84
Singh, Jaswattie L	Active	30.70
Suarez, Edwin R	Active	4.30
Tavarez de Azcona, Victoria	Active	15.07
Tewarie, Narvindra	Active	2.05
Torres, Myrta E	Active	6.45
Trezza, Elsa	Active	45.75
Urrea, Angela M	Active	155.16
Valencia, Jorge O	Active	124.35
Valencia, Oscar	Active	42.91
Valentin-Guttandin, Jeremy	Active	4.30
Vargas, Elsie	Active	11.35
Vasquez, Angel S	Active	136.40
Vasquez, Rafael	Active	60.82
Vazquez, Gonzalo A	Active	62.40
Velasquez, Oscar A	Active	65.29
Vogt, Richard	Active	93.64

Williams, Latoria	Active	16.25
Willis, Annette	Active	69.30
Zamora, Minely	Active	24.85
Grant, Grady III	Active	Not available

(1) Salaried employee pay rate based on 80 hours worked, whereas Hourly employee pay rate based on hourly rate

Payroll Name	Hire Date	Job Title	Department	Employee/Supervisor	Exempt / Non-Exempt	Position Grade
Afanador, Hrofa Y	11/13/2017	SMASST-SALES AND MARKETING ASSISTANT	Sales and Marketing	Employee	Exempt	Active
Akins, Stony	06/15/2020	QC/MICRO-QC MICROBIOLOGIST	QC Microbiology	Employee	Exempt	Active
Alcantara, Edinson J	06/01/2017	ITSUPP-IT SUPPORT	IT	Employee	Exempt	Active
Alceus, Hermene	04/08/2020	PACKER-PACKER	Production-Packaging	Employee	Non-Exempt	Active
Affonso, Jesus A	12/02/2019	AUTGENGR-AUTOMATION ENGINEER	Eng-g Validation	Employee	Exempt	Active
Affonso, Mercedes	08/19/2019	HRGENERAL-HR GENERALIST	Human Resources	Employee	Exempt	Active
Alvarado, Pablo	04/15/2019	SERVENTIS-SERVICE MAINTENANCE TEAM LEADER	Eng-g Service Maintenance	Employee	Non-Exempt	Active
Alvarez, Yenis J	03/09/2020	QA MANAGER-QUALITY ASSURANCE MANAGER	QA Ops	Employee	Exempt	Active
Avila, Victor M	05/15/2016	PROGSRP-PRODUCTION SUPERVISOR	Production-Filling	Employee	Exempt	Active
Bacallao, Jorge L	04/02/2018	FACMAIN-FACILITY MAINTENANCE TECHNICIA	Eng-g Facility Maintenance	Employee	Non-Exempt	Active
Bataguero, Alina	03/18/2019	SEMPRODE-Senior Product Development Scientist	R&D	Employee	Exempt	Active
Bianco, Maria	02/05/2020	WARECLK-WAREHOUSE CLERK	Supply Chain	Employee	Non-Exempt	Active
Borges, Dalbert	01/23/2020	LEADBFSO-Lead BFS Operator	Production-Filling	Employee	Non-Exempt	Active
Cabrera, Pedro	11/19/2018	QA SUPERV-QUALITY ASSURANCE SUPERVISOR	QA Ops	Employee	Exempt	Active
Cajamarca, Martin O	02/18/2019	ANALDEVCH-ANALYTICAL DEVELOPMENT CHEMIST	QC Analytical Deep	Employee	Exempt	Active
Carrera, Angel R	11/01/2017	LEADBFSO-Lead BFS Operator	Production-Filling	Employee	Non-Exempt	Active
Chbeda, Ulmi E	07/29/2019	PROSCT-PRODUCT DEVELOPMENT SCIENTIST	R&D	Employee	Exempt	Active
Chua, Lucille A	01/28/2019	DIRFIN-DIRECTOR OF FINANCE	Executive & Director	Employee	Exempt	Active
Contreras, Oscar H	03/09/2020	WHCOMTEC-WEIGHING COMPOUNDING TECHNICIA	Production-Filling	Employee	Non-Exempt	Active
Cortez Ocasio, Yekana	06/29/2020	QAISPE-QA INSPECTOR	QA Ops	Employee	Non-Exempt	Active
Cuadras, Gloria	03/07/2018	BFSOPERS-BFS OPERATOR 1	Production-Filling	Employee	Non-Exempt	Active
Cumasa, Jose	06/29/2020	FACMAIN-FACILITY MAINTENANCE TECHNICIA	Eng-g Facility Maintenance	Employee	Non-Exempt	Active
Davis, Daniel	05/19/2020	PACKER-PACKER	Production-Packaging	Employee	Non-Exempt	Active
Delance, Zenaida	04/08/2020	PACKOP1-PACKAGING OPERATOR 1	Production-Packaging	Employee	Non-Exempt	Active
Diaz, Jeninne Y	04/20/2020	WHVAC-WATER HVAC AND CHLLER SYSTEM	Eng-g Facility Maintenance	Employee	Non-Exempt	Active
Diaz, Jesus	05/13/2020	PACKER-PACKER	Production-Packaging	Employee	Non-Exempt	Active
Dieguez Diaz, Nerys	09/23/2018	QC-CHEM-QC CHEMIST	QC Chemistry	Employee	Non-Exempt	Active
Difo, Sandro	08/20/2018	PACKER-PACKER	Production-Packaging	Employee	Non-Exempt	Active
Dingass, Kayla Nachea	08/19/2020	WHVAC-WATER HVAC AND CHLLER SYSTEM	Eng-g Facility Maintenance	Employee	Non-Exempt	Active
Doms, Hernadi	10/16/2018	VALENG-VALIDATION ENGINEER	Eng-g Validation	Employee	Exempt	Active
Dorville, Nicole	02/24/2020	TRAINIAT-Training Data Coordinator	Quality-Administration	Employee	Non-Exempt	Active
Duque, Ricardo	01/28/2019	ENGASTNR-Engineering Assistant Manager	Eng-g Facility Maintenance	Employee	Exempt	Active
Edwards, Benjamin	12/03/2018	SRMGRTS-SR MANAGER TECHNICAL SERVICES	Eng-g Validation	Employee	Exempt	Active
Espinosa, Pedro J	10/09/2018	WARECLK-WAREHOUSE CLERK	Supply Chain	Employee	Non-Exempt	Active
Espirito, Joseph M	03/09/2020	PROGMSR-PRODUCTION MANAGER	Production-Filling	Employee	Exempt	Active
Etkenne, Eweis	11/26/2018	WHCOMTEC-WEIGHING COMPOUNDING TECHNICIA	Production-Filling	Employee	Non-Exempt	Active
Farguhanson, Decoy	10/26/2020	MICROBIO-MICROBIOLOGIST SPECIALIST	QC Microbiology	Employee	Exempt	Active
Feliciano, Yaretzema	05/20/2019	QC-CHEM-QC CHEMIST	QC Chemistry	Employee	Exempt	Active
Felipe, Lorenzo A	05/20/2018	BFSOPERS-BFS OPERATOR 1	Production-Filling	Employee	Non-Exempt	Active

Ferrer, Juan Diego	12/13/2017	SERVTEC-SERVICE MAINTENANCE TECH II	Eng-g Facility Maintenanc		Employee	Non-Exempt		Active
Figuerola, Febel M	01/23/2020	PACOP1-PACKAGING OPERATOR I	Production-Packaging		Employee	Non-Exempt		Active
Flores, Wilmer	04/15/2019	BFSOPER1-BFS OPERATOR I	Production-Filling		Employee	Non-Exempt		Active
Forcada, Alfredo	02/05/2020	BFSOPER1-BFS OPERATOR I	Production-Filling		Employee	Non-Exempt		Active
Freckleton, Jason	10/19/2020	PACOP1-PACKAGING OPERATOR I	Production-Packaging		Employee	Non-Exempt		Active
Fuentes, Catalina	05/23/2018	SAPMTCOR-SAP MATERIAL COORDINATOR	Production-Filling		Employee	Non-Exempt		Active
Gallego, Jean	11/16/2015	PRODSUP-PRODUCTION SUPERVISOR	Production-Filling		Employee	Exempt		Active
Garcia, Samuel	05/28/2019	EHSMGR-EHS MANAGER	Administration		Employee	Exempt		Active
Gomez, Alejandra	03/09/2020	PACKER-PACKER	Production-Packaging		Employee	Non-Exempt		Active
Gomez, Roberto	05/29/2018	QAIN SPE-QA INSPECTOR	QA Ops		Employee	Non-Exempt		Active
Gonzalez, Carolina	05/16/2018	QASPEC-QA SPECIALIST	QA Ops		Employee	Non-Exempt		Active
Gonzalez Mayra	01/11/2016	PROJENG-PROJECTS ENGINEER	Engineering-Administrati on		Employee	Exempt		Active
Gregor, Elizabeth M	02/18/2020	ARSPECIA-A-COUNTS RECEIVABLE ANALYST	Accounting-Finance		Employee	Exempt		Active
Guerrero, Wilfredo	12/11/2017	MAINTEC2-MAINTENANCE TECH II	Eng-g Service Maintenance		Employee	Non-Exempt		Active
Henriquez Moreno, Winston	09/28/2020	WARESUP-WAREHOUSE SUPERVISOR	Supply Chain		Employee	Exempt		Active
Hernandez, Luis M	01/14/2019	YALSUP-VALIDATION SUPERVISOR	Eng-g Validation		Employee	Exempt		Active
Infante, Yamil	07/06/2020	SERTECH-SERVICE MAINTENANCE TECH I	Eng-g Service Maintenance		Employee	Non-Exempt		Active
Jorge Berta	02/09/2018	DOCCOOR-DOCUMENT CONTROL COORDINATOR	QA Systems		Employee	Non-Exempt		Active
Karakuza, Ahmet	09/16/2019	COSTANA-COST ANALYST	Accounting-Finance		Employee	Exempt		Active
Kumar Ravish	06/26/2020	VALENG-VALIDATION ENGINEER	Eng-g Validation		Employee	Exempt		Active
Lee Brian	05/06/2020	ELMECH-ELECTRIC MECHANIC TECH II	Production-Technical Support		Employee	Non-Exempt		Active
Leyva, David	02/11/2019	QUALSPEC-Quality Specialist	QA Systems		Employee	Non-Exempt		Active
Lisboa Bianca	02/10/2020	QCMICRO-QC MICROBIOLOGIST	QC Microbiology		Employee	Exempt		Active
Lobo, Roland G	07/19/2016	VALENG-VALIDATION ENGINEER	Eng-g Validation		Employee	Exempt		Active
Lora Lucero	06/08/2020	QCLABTEC-QC LAB TECHNICIAN	QC Chemistry		Employee	Non-Exempt		Active
Loyola, Martin A	08/16/2018	BFSOPER1-BFS OPERATOR I	Production-Filling		Employee	Non-Exempt		Active
Luis Nunez, Maydelin	03/09/2020	WHCOMTEC-WEIGHING COMPOUNDING TECHNICA	Production-Filling		Employee	Non-Exempt		Active
Mackey, James	05/28/2019	TRAINMG-TRAINING AND DEVELOPMENT MGR	Quality-Administration		Employee	Exempt		Active
Mais Marlon	05/27/2020	WHCOMTEC-WEIGHING COMPOUNDING TECHNICA	Production-Filling		Employee	Non-Exempt		Active
Manrique, Carlos S	05/06/2019	SYSTEMAN-System Analyst	IT		Employee	Exempt		Active
Manrique, Hector Y	04/13/2020	WHCOMTEC-WEIGHING COMPOUNDING TECHNICA	Production-Filling		Employee	Non-Exempt		Active
Martin, Onorio	03/07/2018	WHCOMTEC-WEIGHING COMPOUNDING TECHNICA	Production-Filling		Employee	Non-Exempt		Active
Martinez Isaac	08/16/2018	CLENVALS-CLEANING VALIDATION SPECIALIST	Eng-g Validation		Employee	Exempt		Active
Martinez, Michelle	04/29/2020	WAREASSC-WAREHOUSE ASSOCIATE	Supply Chain		Employee	Non-Exempt		Active
Mata Adriana	11/06/2017	BFSOPER1-BFS OPERATOR I	Production-Filling		Employee	Non-Exempt		Active
Mendoza, Miguel Angel	05/27/2020	PACKER-PACKER	Production-Packaging		Employee	Non-Exempt		Active
Montano Luz A	06/13/2018	QCMICMGR-QC MICROBIOLOGY MANAGER	QC Microbiology		Employee	Exempt		Active
Morales, Aquiles Alberto	06/22/2020	FACENG-FACILITY ENGINEER	Eng-g Facility Maintenanc		Employee	Exempt		Active
Morales Joel	09/08/2020	SUPQAMGR-Supplier QA Manager	Quality-Administration		Employee	Exempt		Active
Morales, Yertin	04/29/2020	PACKER-PACKER	Production-Packaging		Employee	Non-Exempt		Active
Morris, Davion Orlando	06/08/2020	FACCUST-FACILITY CUSTODIAN	Eng-g Facility Maintenanc		Employee	Non-Exempt		Active
Murillo, Ana C	02/05/2020	QAIN SPE-QA INSPECTOR	QA Ops		Employee	Non-Exempt		Active
Negreira, Jennifer R	07/26/2018	MATCOOR-MATERIAL COORDINATOR	QC Chemistry		Employee	Exempt		Active
Nunez, Mariana	01/14/2019	QAIN SPE-QA INSPECTOR	QA Ops		Employee	Non-Exempt		Active
Oancea Radu	10/07/2019	VOPER-VP OF OPERATIONS	Executives & Directors		Employee	Exempt		Active
Orozco, Jenifer	12/05/2019	APSPECIA-A-COUNTS PAYABLE SPECIALIST	Accounting-Finance		Employee	Exempt		Active
Ortega Juan	06/24/2019	OPEXMGR-Operational Excellence Manager	Administration		Employee	Exempt		Active
Owens, Cheryl A	01/28/2019	PACOP1-PACKAGING OPERATOR I	Production-Packaging		Employee	Non-Exempt		Active
Peraza Daniela	02/02/2016	REGAFFMG-REGULATORY AFFAIR MANAGER	Administration		Employee	Exempt		Active
Petro, Alan	07/27/2020	CHIEF EX-CEO	Executives & Directors		Employee	Exempt		Active

Pham Paul	10/28/2019	DIRECTRD-DIRECTOR OF RD	Executives & Directors	Employee	Exempt	Active
Pierre, Jessica	10/26/2020	TECHWRIT-Technical Writer	Quality-Administration	Employee	Exempt	Active
Pizarro, Susana	06/04/2018	QCHEM-QC CHEMIST	QC Chemistry	Employee	Exempt	Active
Quiroga, Gloria	06/01/2018	PACOP1-PACKAGING OPERATOR I	Production-Packaging	Employee	Non-Exempt	Active
Rakestraw, Randall I.	07/08/2019	AUTOCALM-Automation and Calibration Manager	Eng-g Validation	Employee	Exempt	Active
Ramgobin, Nanda	05/20/2019	PROJMR-PROJECT MANAGER	Administration	Employee	Exempt	Active
Ramirez, Barbara	07/09/2018	PACOP1-PACKAGING OPERATOR I	Production-Packaging	Employee	Non-Exempt	Active
Recinos, Eduardo	01/23/2020	MATSAMP-MATERIAL SAMPLER	QA Ops	Employee	Non-Exempt	Active
Reves, Ricardo	05/06/2020	WHCOMTEC-WEIGHING COMPOUNDING TECHNICIA	Production-Filling	Employee	Non-Exempt	Active
Ricci, Antonio J	10/01/2014	ITMGR-IT MANAGER	IT	Employee	Exempt	Active
Richards Turner, Chevel A	03/25/2020	PACOP1-PACKAGING OPERATOR I	Production-Packaging	Employee	Non-Exempt	Active
Rivero, Juan	06/06/2018	WHVAC-WATER HVAC AND CHILLER SYSTEM	Eng-g Facility Maintenance	Employee	Non-Exempt	Active
Rodriguez, Angela G	03/25/2020	PACKER-PACKER	Production-Packaging	Employee	Non-Exempt	Active
Roman, Maryuri	03/16/2020	PACOP1-PACKAGING OPERATOR I	Production-Packaging	Employee	Non-Exempt	Active
Romero Uzcategui, Donald	01/14/2019	BFSOPER1-BFS OPERATOR I	Production-Filling	Employee	Non-Exempt	Active
Romero, Donald J	05/14/2018	ELMECH-ELECTRIC MECHANIC TECH II	Production-Technical Support	Employee	Non-Exempt	Active
Said Adla	03/11/2020	PROALYST-Procurement Analyst	Accounting-Finance	Employee	Exempt	Active
Sanchez, Ana	04/08/2020	PACOP1-PACKAGING OPERATOR I	Production-Packaging	Employee	Non-Exempt	Active
Santana, Brittany N	03/09/2020	HRGENER-HR GENERALIST	Human Resources	Employee	Exempt	Active
Schmid, Ivonne	11/24/2020	Executive Administrator	Administration	Employee	Exempt	New
Seebaran, Adrian C	04/15/2019	BFSOPER1-BFS OPERATOR I	Production-Filling	Employee	Non-Exempt	Active
Serrano, Sarah M	12/30/2019	DIRQUAL-DIRECTOR OF QUALITY	Executives & Directors	Employee	Exempt	Active
Singh, Jaswattie L	03/30/2020	PACKER-PACKER	Production-Packaging	Employee	Non-Exempt	Active
Suarez Edwin R	11/02/2020	PROCEQUI-Process Equipment Maintenance Manager	Production-Technical Support	Employee	Exempt	Active
Tavarez de Azcona, Victoria	03/30/2020	PACKER-PACKER	Production-Packaging	Employee	Non-Exempt	Terminated
Tewarie, Narvindra	11/11/2019	WAREWORK-WAREHOUSE WORKER	Supply Chain	Employee	Non-Exempt	Active
Torres, Myrta E	08/10/2020	QCMICRO-QC MICROBIOLOGIST	QC Microbiology	Employee	Exempt	Active
Trezza Elsa	01/27/2020	APSPECIA-ACCOUNTS PAYABLE SPECIALIST	Accounting-Finance	Employee	Exempt	Active
Urrea, Angela M	12/09/2015	HRMGR-HUMAN RESOURCES MANAGER	Human Resources	Employee	Exempt	Active
Valencia, Jorge O	03/09/2015	PROQUIP-PROCESS EQUIP MAINT SUPERVISOR	Production-Technical Support	Employee	Exempt	Active
Valencia Oscar	09/16/2016	BFSLVII-BFS OPERATOR LEVEL II	Production-Filling	Employee	Non-Exempt	Active
Valentin-Guttandin, Jeremy	10/26/2020	MICROBIO-MICROBIOLOGIST SPECIALIST	QC Microbiology	Employee	Exempt	Active
Vargas, Elsie	08/03/2020	STABCOOR-STABILITY COORDINATOR	QC Analytical Devp	Employee	Exempt	Active
Vasquez, Angel S	11/28/2016	SERTECH-SERVICE MAINTENANCE TECH I	Eng-g Service Maintenance	Employee	Non-Exempt	Active
Vasquez, Rafael	10/09/2017	LEADBFSO-Lead BFS OperatorL	Production-Filling	Employee	Non-Exempt	Active
Vasquez, Gonzalo A	05/07/2018	SUPPCBY-Supply Chain Buyer	Supply Chain	Employee	Exempt	Active
Velasquez, Oscar A	04/16/2015	SRENGMGR-Senior Engineering Manager	Engineering-Administration	Employee	Exempt	Active
Vogt Richard	02/03/2020	SUPPCBY-Supply Chain Manager	Supply Chain	Employee	Exempt	Active
Williams, Latonia	05/13/2020	PACOP1-PACKAGING OPERATOR I	Production-Packaging	Employee	Non-Exempt	Active
Willis, Annette	05/05/2020	ACCTMGR-Accounting Manager	Accounting-Finance	Employee	Exempt	Active
Zamora, Minely	03/02/2020	A&DCHEM1-A&D CHEMIST I	QC Chemistry	Employee	Exempt	Active

Schedule 4.11(d) – Compliance with Labor Laws

1. Demand Letter, dated October 20, 2020, regarding Vernon J. Johnson v. Unipharma, from Vernon J. Johnson to Unipharma.

All employees/officers listed below worked at 10200 NW 67th Street, Tamarac, Florida 33321.

Schedule 4.11(e) – Terminations

NAME	JOB TITLE	HIRE DATE	TERMINATION DATE
Ayvaraz, Rafael	ELMECH-ELECTRIC MECHANIC TECH II	08/01/2016	10/19/2020
Aparicio, Francisco	FINCONTR-FINANCIAL CONTROLLER	10/01/2018	10/19/2020
Afander, Veronica	JUNIOR SALES ASSISTANT	Not available	11/30/2020
Arteta, Edgar	SRMGRD-V-SENIOR MANAGER BUSINESS DEVELOPMENT	10/22/2015	10/19/2020
Cardona, Evaristo	EQUIPMAN-EQUIPMENT MAINTENANCE MANAGER	01/06/2020	10/19/2020
Croson, Margarita L	MANFSP - MANUFACTURING SPECIALIST	03/30/2020	10/30/2020
Cruz, Maria	PACOP1 - PACKAGING OPERATOR I	09/21/2020	10/02/2020
Davis, Professor C	SUPQAMGR - Supplier QA Manager	09/23/2019	08/21/2020
Granisti, Luca	LEADBFSD - Lead BFS Operator I	05/22/2018	08/09/2020
Lujan, Demario Raefano	ELMECH - ELECTRIC MECHANIC TECH III	03/16/2020	10/08/2020
Luna, Luis A	WARESUPP - WAREHOUSE SUPERVISOR	04/02/2018	09/25/2020
Mendoza, Rey Alfonso	PRODSUPP - PRODUCTION SUPERVISOR	03/16/2020	09/25/2020
Navarra, Marangelies	PACKER - PACKER	03/09/2020	08/20/2020
Paéz, Santiago	PACOP1 - PACKAGING OPERATOR I	05/06/2020	09/25/2020
Pereira, Jose L	SECURITY-SECURITY GUARD AND FAC TECH	01/01/2014	10/19/20
Philippotts, Doreen	FACCUST-FACILITY CUSTODIAN	03/02/2020	11/24/20
Quinones, Jorge	DIVBEMGR-DIVISION OF BRAND MANAGER	06/18/2018	10/19/20
Rickard, Andre M	CLENVALS - CLEANING VALIDATION SPECIALIST	02/26/2020	08/14/2020
Rivas, Jorge O	SRMGRCAD-SR MANAGER, CHEMISTRY & ANALYTICAL DEVELOPMENT	12/26/2018	11/25/20
Rodriguez, Luis J	MATSAMP - MATERIAL SAMPLER	05/15/2019	08/21/2020
Santamaría Ortega, Rainaldo J	VP-VICE PRESIDENT	07/15/2014	10/19/20
Santamaría, Rainardo	CHEXOFF-CHIEF EXECUTIVE OFFICER	10/01/2018	10/19/20
Santamaría, Yohana M	SMAASST-SALES AND MARKETING ASSISTANT	10/01/2018	10/19/20
Solis, Maria del Pilar	PACOP1 - PACKAGING OPERATOR I	03/16/2020	09/18/2020
Torres, Brytt R	PACKER - PACKER	02/05/2020	08/05/2020

Schedule 4.12 – Conduct of Business

(i) Sellers are in default under the Loan Documents, which default remains uncured as of the date hereof.

(ii) On March 11, 2020, the World Health Organization (WHO) declared the novel coronavirus (COVID-19) outbreak a global pandemic (the “Pandemic”). The Pandemic has had a material adverse impact upon the ability of Sellers’ to operate the day-to-day Business in the Ordinary Course of Business in the following manner: (i) the employees of the Company were and are from time to time unable to come to work due to (a) them having or being proximate to a person having COVID-19 (and subsequent quarantine requirements), (b) the closing of day care centers and the closing of “in person” instruction for elementary, middle and high schools and (c) them being “at risk” due to age issues, or other health issues and (ii) the marketing and sales of the Sellers could not be conducted in the ordinary course due to (A) restrictions on “in person” marketing calls upon potential clients and vendors (including the closing of restaurants for breakfast, lunch and dinners for marketing), (B) “in person” trade shows in Las Vegas, Orlando and other destination cities are unavailable and closed and (C) travel to visit potential customers in person has been severally limited during the Pandemic.

(iii) In June or July of 2020, the Sellers received draft financial statements from its auditors with a “going concern” assumption included in such draft.

(iv) On October 18, 2020, the Lender exercised its proxy and other voting rights under the Loan Agreement, removed certain managers of the Sellers and designated two new managers for Unipharma and one new manager for Tamarac (the “Change of Control”).

(v) Following the Change of Control, the business relationship between Unipharma and its largest customer, BioDose (which is an affiliate of the Santamara family and equityholders of Sellers), has been adversely affected.

(vi) The FDA has not cleared the Sellers with respect to the matters described in Schedule 4.8 and Walgreens Co., a material customer will not do any business with Unipharma until this FDA matter has been cleared by the FDA.

(vii) Due to working capital constraints upon Unipharma caused by its current sales volume, vendor payments by Unipharma have been materially restricted. In addition, the financial condition of Tamarac has been adversely affected by the suspension in the payment of rent by Unipharma under the Lease during this time period as required by the Forbearance Agreement, as amended.

(viii) Because the OTC liquid products in Unipharma’s inventory have “shelf life” expiration dates, the existing inventory of Unipharma as of the Agreement Date continues to be adversely affected by the passage of time which is affected by the business disruptions described above.

(ix) Sellers are aware of, and are investigating, actual and potential claims against certain insiders, arising from prior improper or unauthorized actions by such persons which may have been materially adverse to the Business.

(x) Sellers intend to file the Cases as soon as possible, in accordance with this Agreement.

Schedule 4.13 – Compliance with Laws

Schedule 4.3(4) and Schedule 4.8 are incorporated by reference herein.

Letter, dated September 27, 2019, from Douglas Klein regarding corporate governance.

Schedule 4.13(b) – Material Permits

Unipharma

Material Licenses

As of November 10, 2020

Item	Agency	License	License Number	Issue Date	Expiry	Entity Listed
1	Broward County	Business Tax Receipt	279-80249	10/1/2020	9/30/2021	Unipharma LLC
2	Broward County Water and Wastewater Services	Industrial User Wastewater Discharge Permit	BCWWS-1220-17	October 11, 2017	12/31/2020	Unipharma LLC
3	City of Tamarac (FL)	Business Revenue Receipt	17-00012455	September 30, 2017	9/30/2021	Unipharma LLC
4	City of Tamarac (FL)	Building Permit	15-0000-4777	11/16/2016		Tamarac 10200 LLC
5	Department of Business and Professional Regulation (FL)	Prescription Drug Manufacturer	20350	July 11, 2017	7/31/2021	Unipharma LLC
6	Department of Agriculture and Consumer Services Division of Food Safety (FL)	Annual Food Permit	379426	December 6, 2017	12/31/2020	Unipharma LLC
7	Texas Department of State Health Services Regulatory Licensing Unit	Out Of State Wholesale Distributor of Nonprescription Drugs	100430		4/15/2021	Unipharma LLC
8	Department of Business and Professional Regulation (FL)	Over-The-Counter Drug Manufacturer	21811	July 11, 2017	7/31/2021	Unipharma LLC
9	Department of Business and Professional Regulation (FL)	Cosmetic Manufacturer	06512	July 11, 2017	7/31/2021	Unipharma LLC
18	Certificate of Registration	Certificate of Registration with FDA	14292651194	December 11, 2019	12/31/2022	Unipharma LLC
19	Certificate of Registration	Certificate of Registration with FDA for FY2020	3011079709		12/31/2020	Unipharma LLC

Schedule 4.14 – Financial Statements

1. To the Knowledge of Sellers, other than the financial impact to the Sellers caused by, or related to, the matters disclosed in Schedules 4.3, 4.7(b), and 4.12 the Sellers are concerned that the Financial Statements (a) do not accurately reflect (i) the obsolescence of the inventory and raw materials owned by Unipharma or (ii) the potential overstatement of the amount of receivables of certain customers of Unipharma and (b) may understate the Liabilities of Unipharma with respect to (i) open purchase orders; (ii) direct Liabilities arising with respect to the current or past construction taking place at the Owned Real Property; (iii) unknown marketing costs; (iv) bonuses payable to employees which have not been properly accrued; and (v) accruals of property taxes. To the Knowledge of Sellers, the Sellers do not expect the foregoing financial impact and/or Liabilities to exceed \$2 million in the aggregate.

Schedule 4.15 – Financial Advisors

SOLIC Capital Advisors, LLC

SOLIC Capital, LLC

Schedule 4.16 – Absence of Undisclosed Liabilities

Schedules 4.3, 4.7(b), 4.12(i), 4.12(ii) and 4.14 are incorporated by reference herein.

Schedule 4.17 – Tax Matters

None.

Schedule 4.19 – Real Property

(a)

- Schedule 1.1(a) is incorporated by reference herein.
- The Lease.

(b) Schedule 1.1(b) is incorporated by reference herein.

Schedule 4.20 – Tangible Personal Property

1. Salvat Agreement
2. Nutritional Formulator Lease
3. Equipment Lease Agreement, dated as of May 24, 2019, by and between, Unipharma, LLC and ADP, LLC for time capture clocks for the plant employees
4. Copier Equipment Lease Agreement, dated as of March 1, 2018, by and between, Unipharma, LLC and Xerox Financial Services, LLC
5. Copier Equipment Lease Agreement, dated as of July 22, 2016, by and between, Unipharma, LLC and Xerox Corporation
6. Service Agreement, dated as of March 1, 2020, by and between Unipharma, LLC and Xerox Corporation
7. Equipment Lease Agreement, dated as of December 21, 2017, by and between, Unipharma, LLC and Airgas USA, LLC for the use of cylinder storage containers
8. Compactor Lease Agreement, dated as of May 22, 2020, by and between, Unipharma, LLC and Waste Management Inc. of Florida, for the use of a stationary compactor with “dog house” loading dock

Schedule 4.22 – Insurance

Unipharma:

Coverage Line	Effective Date	Expiration Date	Policy Number	Carrier	Limits	Deductible	Premium
Property	10/1/2020	10/1/2021	3605-65-21	Federal Insurance Company (Chubb)	\$34,700,000 - Building - Each Occurrence \$26,000,000 - Personal Property - Each Occurrence \$3,000,000 - Business Income - Each Occurrence \$1,000,000 - Flood* *See policy for specific sublimits and deductibles	\$10,000 - Building \$10,000 - Personal Property \$10,000 - Business Income \$500,000 - Flood*	\$239,996
General Liability	11/16/2019	01/31/2021	36051320	Federal Insurance Company (Chubb)	\$1,000,000 - Each Occurrence \$2,500,000 - General Aggregate \$1,000,000 - Personal & Advertising Injury \$1,000,000 - (Damage to Premises Rented to You \$10,000 - Medical Expense Employee Benefits Liability \$5,000,000 - Each Employee \$1,000,000 - Aggregate	NA - Deductible \$1,000 - Deductible Retrospective Date 11/17/2018	\$16,013
Product Liability	11/16/2019	01/01/2021	36051219	Chubb Group of Insurance Companies	\$10,000,000 - Each Occurrence \$10,000,000 - Products/Completed Operations Aggregate	\$15,000 - Deductible Retrospective Date 3/15/2018	\$49,808
Auto	11/16/2020	11/06/2021	(20)7360-64-02	Great Northern Insurance Co (Chubb)	\$1,000,000 - Liability	\$1,000 - Comprehensive \$1,000 - Collision	\$4,000
Workers Compensation	8/8/2020	06/08/2021	AWC1133808	AMTRUST North America	WC - Statutory \$100,000 - Bodily Injury by Accident \$500,000 - Bodily Injury by Disease, Each Employee \$100,000 - Bodily Injury by Disease, Policy Limit	NA - Deductible Total Payroll - \$2,369,637	\$4,170
Product Recall	10/1/2020	10/1/2021	071744534-002	Westchester Surplus Lines Insurance Co (Chubb)	\$1,000,000 - Each Insured Event \$1,000,000 - Aggregate	\$50,000 - Self Insured Retention	\$34,850
Cargo	10/24/2020	10/24/2021	820CAR03FM801	Navigator Insurance Company, Inc	\$250,000 - Vessel and connecting conveyances \$250,000 - Aircraft \$250,000 - Domestic truck, trailer or rail car \$1,000 - Packaged shipped by mail or parcel post	\$2,500 - Deductible \$5,000 - Storage \$100,000 - for perils of Quake, windstorm, tornado and flood	\$30,200
Cyber	11/13/2020	11/13/2021	C-ALBK-04429-CYBER-2020	North American Capacity Insurance Company	\$5,000,000 Network & Information Security -3rd Party \$5,000,000 Regulatory Defense & Penalties-3rd Party \$5,000,000 Multimedia Content Liability-3rd Party \$5,000,000 PCI Fines & Assessments-3rd Party \$5,000,000 Breach Response-1st Party \$5,000,000 Crisis Mgmt & Public Relations-1st Party \$5,000,000 Cyber Extortion-1st Party \$5,000,000 Business Interruption & Extra Exp -1st Party \$5,000,000 Digital Asset Restoration-1st Party \$500,000 Funds Transfer Fraud-1st Party \$5,000,000 Affiliate Policy Limit of Liability	\$10,000 - Deductible \$10,000 - Deductible \$10,000 - Deductible \$10,000 - Deductible \$10,000 - Deductible \$10,000 - Deductible \$10,000 - Deductible \$10,000 - Deductible \$10,000 - Deductible \$10,000 - Deductible \$10,000 - Deductible \$10,000 - Deductible	\$11,325
Employment Practices Liability	9/5/2020	9/5/2021	8255-1301	Federal Insurance Company (Chubb)	\$1,000,000 - Employment Practices Liability \$1,000,000 - Third Party Liability	\$10,000 - Deductible \$10,000 - Deductible	\$5,696
Private Management Liability Full Program	10/18/2020	10/18/2021	EW13351386	Scottsdale Indemnity Company	\$3,000,000 - Employment Practices - Aggregate \$5,000,000 - Directors and Officers - Aggregate	\$25,000 - Deductible \$50,000 - Deductible	\$89,057
Excess Private Management Liability	10/18/2020	10/18/2021	ANY147983A	Republic-Vanguard Insurance Company	\$5,000,000 - Directors and Officers - Aggregate		\$57,750
Crime	10/18/2020	10/18/2021	UC24625111-20	Hilco Insurance Company, Inc	\$1,000,000 - Employee Theft \$1,000,000 - Third Party Property *See policy for specific sublimits and deductibles	\$10,000 - Deductible \$10,000 - Deductible	\$6,672
DSO & Entity Liability; Employment Practices Liability; Fiduciary Liability	10/18/2020	10/18/2026	8261-1855	Federal Insurance Company (Chubb)	\$3,000,000 - Directors and Officers - Aggregate \$1,000,000 - Employment Practices - Aggregate \$1,000,000 - Fiduciary Liability - Aggregate *See policy for specific sublimits and deductibles	\$25,000 - Deductible \$10,000 - Deductible NA - Deductible	\$34,995
Flood	10/5/2020	10/5/2021	8 70557E 13	Capital Preferred Insurance Company			\$1,055
Key Man Life And Disability Insurance Covers both Raimundo & Reinado Santamaría	12/15/2019	12/15/2020	80621FUH9P000419	Lloyds of London			\$-49,500
Personal Umbrella Reinado J Santamaría	5/10/2020	5/10/2021	67211339-1	Progressive American Insurance Company			\$1,086

Tamarac:

Coverage Line	Effective Date	Expiration Date	Policy Number	Carrier	Limits	Deductible	Premium
Property	09/28/2020	09/28/2021	36058610	Federal Insurance	\$30,000,000 – Building – Each Occurrence	\$10,000 – Building	\$141,846

				Company (Chubb)	\$500,000 – Personal Property – Each Occurrence	\$10,000 – Personal Property	
Flood	11/16/2020	11/16/2021	09 1151902239 01	Wright National Flood Insurance Company			\$925
General Liability	11/14/2020	09/28/2021	36058610	Federal Insurance Company (Chubb)	\$1,000,000 – Each Occurrence \$2,000,000 – General Aggregate \$1,000,000 – Personal & Advertising Injury \$1,000,000 – Damage to Premises rented to you \$10,000 – Medical Expense	N/A	\$7,899

Schedule 4.23 – Environmental Permits

(a) None.

(b)

Permit No. BCWWS-1220-17: INDUSTRIAL USER WASTEWATER DISCHARGE PERMIT

Schedule 4.13(b) is incorporated by reference herein.

(d) None.

Schedule 4.27 – No Paycheck Protection Program Loans

1. Unipharma, LLC received a PPP loan under the CARES Act in the amount of \$1,601,497 on April 13, 2020. The Company is currently in the process of applying for debt forgiveness according to published guidelines.

Schedule 4.28 – Product Liability

Schedule 4.8 is incorporated by reference herein.

Halodine Demand Letter

Schedule 4.29 – Related Party Transactions

(a)

1. Schedule 4.7(a)(i) is incorporated by reference herein.
2. Promissory Note, Effective September 28, 2018, between Unipharma, as the borrower, and Raimundo J. Santamarta, as lender.
3. Promissory Note, Effective September 28, 2018, between Unipharma, as the borrower, and Global Capital Invest Finance LTD, as lender.
4. Santamarta family and their affiliates are using various social media accounts that are potentially intellectual property of Unipharma.
5. Unipharma historically has provided a significant amount of services to BioDose and other affiliates of the Santamarta family, including marketing, Intellectual Property, and other shared services. In addition, Sellers employed various employees who provided significant services to BioDose.
6. Unipharma has made various payments on behalf of the Santamarta family related to expense reimbursement and otherwise.
7. Solic Engagement Letter.

(b)

1. The Santamarta family is currently in possession of three computers that belong to Unipharma.

Schedule 4.30 – Customers and Suppliers

Top 10 largest customers and vendors based on November 27, 2020 year to date.

#	Vendor	Total A/P
1	Spectrum Packaging Corp	\$714,994
2	Nexeo Plastics, LLC	\$330,690
3	Harris & Ford LLC	\$305,512
4	Jiaherb, Inc	\$302,911
5	Inox Stainless Specialist	\$290,089
6	A.M.R.P. Handels AG	\$277,163
7	VWR International	\$242,990
8	AGC Electric Inc.	\$210,766
9	Consolidated Label	\$196,876
10	BR Supply	\$151,405

#	Customer	Total Sales
1	BioDose Pharma	\$2,265,565
2	Walgreens	\$1,818,576
3	CVS Health	\$405,924
4	Aura Medical	\$214,842
5	EirTree Health	\$96,502
6	RX2 LLC	\$70,681
7	Amazon	\$56,239
8	TM Poly Film, Inc.	\$29,325
9	Sanitizer Bracelets LLC	\$16,200
10	Nutrition Formulator Inc	\$13,200

Schedule 6.2 – Related Party Transaction

Letter Agreement, dated November 2, 2020, to BioDose from Unipharma, outlining key economic terms.

Schedule 10.17(a) – Persons Excluded from Non-Recourse Provision

Each of the persons listed on Schedule 1.1(a).

Schedule 10.17(b) – Nonparty Affiliates

Charles Sweet

Elizabeth Muscato

Alan Petro

Neil Luria

Waite Popejoy

Robert Annas

Gregory Hagood

Matthew Caine

Mary Dressler

Meg Finnegan

SOLIC Capital Advisors LLC

SOLIC Capital LLC

Berger Singerman LLP

Kevin Tavakoli

Delaware

The First State

Page 1

I, JEFFREY W. BULLOCK, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY THE ATTACHED IS A TRUE AND CORRECT COPY OF THE CERTIFICATE OF AMENDMENT OF "NHTV (AIV) ULM BIDCO LLC", CHANGING ITS NAME FROM "NHTV (AIV) ULM BIDCO LLC" TO "NEW VISION PHARMACEUTICALS LLC", FILED IN THIS OFFICE ON THE TWENTY-EIGHTH DAY OF JANUARY, A.D. 2021, AT 6:09 O`CLOCK P.M.




Jeffrey W. Bullock, Secretary of State

4293045 8100
SR# 20210258394

You may verify this certificate online at corp.delaware.gov/authver.shtml

Authentication: 202401594
Date: 01-29-21

TRADEMARK
REEL: 007326 FRAME: 0447

**STATE OF DELAWARE
CERTIFICATE OF AMENDMENT**

1. Name of Limited Liability Company: NHTV (AIV) ULM Bidco LLC

2. The Certificate of Formation of the limited liability company is hereby amended as follows:

FIRST: The name of the limited liability company is:
New Vision Pharmaceuticals LLC.

IN WITNESS WHEREOF, the undersigned have executed this Certificate on
the 28 day of January, A.D. 2021.

By: Tia Lowe
Authorized Person(s)

Name: Tia Lowe
Print or Type