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Florida Department of State
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From: Account Name : C T CORPORATION SYSTEM
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original date

08/12/2019

****Enter the email address for this business entity to be used for future annual report mailings. Enter only one email address please.****

Email Address: _____

FOREIGN PROFIT/NONPROFIT CORPORATION
Amdipharm Limited

| | |
|-----------------------|---------|
| Certificate of Status | 0 |
| Certified Copy | 1 |
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August 14, 2019

FLORIDA DEPARTMENT OF STATE
Division of Corporations

CT CORPORATION

SUBJECT: AMDIPHARM LIMITED COMPANY
REF: W19000075064

We received your electronically transmitted document. However, the document has not been filed. Please make the following corrections and refax the complete document, including the electronic filing cover sheet.

A certificate of existence or a certificate of good standing, dated no more than 90 days prior to the delivery of the application to the Department of State, duly authenticated by the secretary of state or other official having custody of the records in the jurisdiction under the laws of which it is incorporated/organized, must be submitted to this office. A translation of the certificate under oath of the translator must be attached to a certificate which is in a language other than the English language. A photocopy of this certificate is not acceptable.

Please return your document, along with a copy of this letter, within 60 days or your filing will be considered abandoned.

If you have any questions concerning the filing of your document, please call (850) 245-6051.

Brooke N Kinsey
Regulatory Specialist II

FAX Aud. #: H19000240242
Letter Number: 219A00016708

Please see page 6. It's the home country's equivalent to a good standing. It verifies that an annual report was filed in March of this year.

**APPLICATION BY FOREIGN CORPORATION FOR AUTHORIZATION TO TRANSACT
BUSINESS IN FLORIDA**

*IN COMPLIANCE WITH SECTION 607.1503, FLORIDA STATUTES, THE FOLLOWING IS SUBMITTED TO
REGISTER A FOREIGN CORPORATION TO TRANSACT BUSINESS IN THE STATE OF FLORIDA.*

1. Amdipharm Limited
(Enter name of corporation; must include "INCORPORATED," "COMPANY," "CORPORATION,"
"Inc.," "Co.," "Corp.," "Inc.," "Co.," or "Corp.")
- Amdipharm Limited Company
(If name unavailable in Florida, enter alternate corporate name adopted for the purpose of transacting business in Florida)
2. Ireland
(State or country under the law of which it is incorporated)
3. _____
(FBI number, if applicable)
4. 03/21/2019
(Date of incorporation)
5. _____
(Date of duration, if other than perpetual)
6. _____
(Date first transacted business in Florida, if prior to registration)
(SEE SECTIONS 607.1501 & 607.1502, F.S., to determine penalty liability)
7. Canewood Business Center-5 Canewood Industrial Park St. Michael, BB11005 BB
(Principal office address)
- _____ (Current mailing address, if different)
8. Name and street address of Florida registered agent: (P.O. Box NOT acceptable)
Name: C T Corporation System
Office Address: 1200 South Pine Island Road
Plantation, _____, Florida 33324
(City) (Zip code)

9. Registered agent's acceptance:

Having been named as registered agent and to accept service of process for the above stated corporation at the place designated in this application, I hereby accept the appointment as registered agent and agree to act in this capacity. I further agree to comply with the provisions of all statutes relative to the proper and complete performance of my duties, and I am familiar with and accept the obligations of my position as registered agent.

C T Corporation System

By: _____

(Registered agent's signature)

Lindsay Plummer
Assistant Secretary

10. Attached is a certificate of existence duly authenticated, not more than 90 days prior to delivery of this application to the Department of State, by the Secretary of State or other official having custody of corporate records in the jurisdiction under the law of which it is incorporated.

11. Names and business addresses of officers and/or directors:

A. DIRECTORS

Chairman: David McNamara
Suite 17 Northwood House, Northwood Avenue, Santry, D9
 Address: _____

Vice Chairman: _____
 Address: _____

Director: _____
 Address: _____

Director: _____
 Address: _____

B. OFFICERS

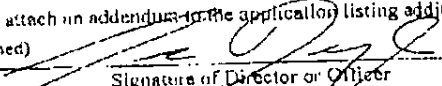
President: _____
 Address: _____

Vice President: _____
 Address: _____

Secretary: Laurence Doyle
Suite 17 Northwood House, Northwood Avenue, Santry, D9
 Address: _____

Treasurer: _____
 Address: _____

NOTE: If necessary, you may attach an addendum to the application listing additional officers and/or directors.
 (Please find addendum attached)

12. 
 Signature of Director or Officer
 The officer or director signing this document (and who is listed in number 11 above) affirms that the facts stated herein are true and that he or she is aware that false information submitted in a document to the Department of State constitutes a third degree felony as provided for in s.817.155, F.S.

13. Laurence Doyle Secretary
 (Typed or printed name and capacity of person signing application)

List of Amdipharm Limited Directors and Secretary

| | | | |
|----|------------------------|-------------------|--|
| 1. | David McNamara | Director | Suite 17 Northwood House, Northwood Avenue, Santry, D9, Ireland |
| 2. | Madeline Donnelly | Director | Suite 17 Northwood House, Northwood Avenue, Santry, D9, Ireland |
| 3. | Adeel Ahmad | Director | Capital House, 1st Floor, 85 King William Street, London EC4N 7BL, United Kingdom |
| 4. | Michael John Cullen | Director | 1st Floor Offices Mielles House North Tower 29/31 Esplanade Les Rue des Mielles St Helier, JE2 3QD, Jersey |
| 5. | Robert Ford | Director | Canewood Business Centre, 5 Canewood Industrial Park, St. Michael, Barbados |
| 6. | Laurence Doyle | Company Secretary | Suite 17 Northwood House, Northwood Avenue, Santry, D9, Ireland |



7th August 2019

Letter Of Status

To Whom It May Concern

Re: - AMDIPHARM LIMITED
Company Number 384598

The above named company was incorporated on 3rd December 2002 and it is registered with this Office under the above company registration number. The company has filed annual returns up to 21st March 2019 and its current designation is Normal. Please see the attached Company Printout for further information.

For Registrar of Companies

AN OIFIG UM CHILARU CUIDEACHTAÍ
Offic Poiblí: leath Bliom, Pias Gloucester Iscarlach, Bafe Aths Chath 1
Fíneallithe: Bóthar Uí Bhúirín, Co. na h-Iocht
Léighann: 1890 220 226
Fón: +353 1 804 5200 Fícks: +353 1 804 5222
Bomhphost: info@cro.ie Láithreán: www.cro.ie

COMPANIES REGISTRATION OFFICE
Public Office: Bloom House, Gloucester Place Lower, Dublin 1
Postal Enquiries: O'Brien Road, Carlow
Le Calt: 1890 220 226
Tel: +353 1 804 5200 Fax: +353 1 804 5222
Email: info@cro.ie Website: www.cro.ie

CRO COMPANIES REGISTRATION OFFICE

Company Printout

Company 364596 **AMDIPHARM LIMITED**

Previous Name(s)

Registered Office 3 Burlington Road
Dublin 4

Eircode D04RD68

R.O.A.

Type Ltd - Private Company Limited By Shares

Date Incorporated 03/12/2002

Last Annual Return 21/03/2019

Designation Normal

Next Annual Return Date 30/09/2020

Date of Designation 03/12/2002

Bond Expiry Date 17/12/2004

Register of Particulars of Charges Including Mortgages Pursuant to Sections 409, 411 and 413 of the Companies Act 2014 in Respect of the Above Named Company. Computerised information for charges may be truncated on this print-out. please refer to the company file or images for complete particulars on Charges. It should be noted that charge notifications that are not realised will be rejected and therefore can leave a gap in the sequential numbering of charges.

Number of Registered Charges: 13

Number of Charge Notifications: 0

CHARGE 1 A charge on uncalled share capital of the Company
 A charge created or evidenced by an instrument which, if executed by an individual, would require registration as a bill of sale
 A charge on land, wherever situate, or any interest therein, but not including a charge for any rent or other periodical sum issuing out of land
 A charge on Book Debts of the Company
 A floating charge on the undertakings or property of the Company
 A charge on Goodwill, on a Patent or Licence under a Patent, on a Trademark or on a Copyright or a licence under Copyright

Date Registered 09/02/2004 Date Created 05/02/2004 Date Acquired Sub No. 3763828
 Amount Secured

Particulars of Property The Actual, Contingent, Obligations And Liabilities Of The Company On 21 January, 2004 Or Thereafter To Any Of The Secured Parties (As Defined In The Guarantee And Debenture Dated 5 February, 2004 Between The Company And National Westminster Bank Plc, Agent (The "Debenture"))

1. By Way Of First Fixed Charge: 1.1 So Much Of The Lands, Hereditaments And Premises Specified In Schedule 2 To The Debenture As Are Of Leasehold And/Or Freehold Tenure Together With All Buildings, Fixtures (Including Trade Fixtures) And Fixed Plant And Machinery From Time To Time Thereon; 1.2 All Freehold And Leasehold Property Of The Company Vested In It At The Time Of The Debenture (Whether Or Not Registered) Together With All Buildings, Fixtures (Including Trade Fixtures) And Fixed Plant And Machinery From Time To Time Thereon; 1.3 All Future Freehold And Leasehold Property Of The Company Together With All Buildings, Fixtures (Including Trade Fixtures) And Fixed Plant And Machinery From Time To Time Thereon, Other Than Leasehold Property In Respect Of Which The Consent Of The Lessor Is Required For Such Charge; 1.4 All Book Debts And Other Debts At The Time Of The Debenture And From Time To Time Due Or Owing To The Company And All Monies Which The Company Receives In Respect Thereof;

There are further particulars listed on the C1 form for this charge. You must inspect the image of submission number 3763828 to see those particulars.

Person Entitled Details

Charge Party

National Westminster Bank Plc

Charge Party Relation

Person Entitled

Date 07/08/2019

Company: 364596, **AMDIPHARM LIMITED**

Page 8 of 19

| Satisfactions | Satisfaction Status | Date Registered | Satisfaction Type |
|--------------------------------|---|---|--------------------------|
| | Registered | 08/11/2007 | Full |
| CHARGE | 2 | A charge on Goodwill, on a Patent or Licence under a Patent, on a Trademark or on a Copyright or a licence under Copyright | |
| Date Registered | 11/04/2006 | Date Created 31/03/2006 | Date Acquired |
| Amount Secured | Sub No. 4631415 | | |
| Particulars of Property | The Actual, Contingent, Present And/Or Future Obligations And Liabilities Of The Company To Any Of The Secured Parties (The "Secured Obligations") | | |
| Person Entitled Details | <p>Xxxthe Company, With Full Title Guarantee, As A Continuing Security To Secure The Payment And Discharge Of The Secured Obligations, Charged In Favour Of The Chargee By Way Of Fixed Charge To The Fullest Extent Permissible By Law Any Product Registration Necessary Under Applicable Law For The Manufacture, Distribution And Sale Of Any Pharmaceutical Product And Approved By Any Applicable Government Authority. Where: Secured Parties' Means Each Of (i) The Chargee, (ii) The Royal Bank Of Scotland Plc (As Agent For The Chargee) And Barclays Bank Plc As Bilateral Lenders, (iii) The Royal Bank Of Scotland Plc (As Agent For The Chargee) And Barclays Bank Plc As Foreign Exchange Banks And (iv) The Royal Bank Of Scotland Plc (As Agent For The Chargee) And Barclays Bank Plc As Banks.Xxx</p> | | |
| Satisfactions | Satisfaction Status | Date Registered | Satisfaction Type |
| | Registered | 08/11/2007 | Full |
| CHARGE | 3 | <p>A charge on uncalled share capital of the Company</p> <p>A charge on land, wherever situate, or any interest therein, but not including a charge for any rent or other periodical sum issuing out of land</p> <p>A charge on Book Debts of the Company</p> <p>A floating charge on the undertakings or property of the Company</p> <p>A charge on Goodwill, on a Patent or Licence under a Patent, on a Trademark or on a Copyright or a licence under Copyright</p> | |
| Date Registered | 12/09/2007 | Date Created 31/08/2007 | Date Acquired |
| Amount Secured | Sub No. 5308861 | | |
| Particulars of Property | <p>Pursuant To A Debenture (The "Debenture") Dated 31 August 2007 Between The Company And The Royal Bank Of Scotland Plc As Security Agent, The Company Covenants That It Will Discharge All Present And Future Moneys, Debts And Liabilities Due, Owing Or Incurred By The Company To Any Finance Party Under Or In Connection With Any Finance Document (In Each Case, Whether Alone Or Jointly And Severally, With Any Other Person, Whether Actually Or Contingently And Whether As Principal, Surety Or Otherwise (The "Liabilities") When The Same Are Due In Accordance With Their Terms And, In The Absence Of A Specified Time For Payment, Immediately On Demand By The Security Agent In Accordance With The Finance Documents. Defined Terms Have The Meaning Given To Such Term In The Debenture.</p> <p>Xxx The Company As Beneficial Owner, As Continuing Security For The Payment, Performance And Discharge Of The Liabilities, Thereby:- (A) Mortgaged, Charged, Granted, Conveyed, Transferred And Demised To The Security Agent All That And Those The Freehold And Leasehold Property Of The Company Both Present And Future And All Buildings And (To The Extent The Same Are Not Otherwise Subject To A Fixed Charge Hereunder) All Fixtures (Including Trade Fixtures) From Time To Time On</p> | | |

Particulars of Property

Every Such Property And All Fixed Plant And Machinery Of The Company Both Present And Future Therein Or Thereon To Hold The Same As To So Much Thereof As Is Of Freehold Tenure Unto The Security Agent In Fee Simple And As To So Much Thereof As Is Of Leasehold Tenure Unto The Security Agent For The Residue Of The Respective Terms Of Years For Which The Company Now Or, As Applicable At The Time Of Acquisition, Then Holds The Same Less The Last Three Days Of Each Such Term, Subject To The Proviso For Redemption Therein Contained Provided That The Company Thereby Declared That It Shall Xxx

There are further particulars listed on the C1 form for this charge. You must inspect the image of submission number 5308861 to see those particulars.

Person Entitled Details**Charge Party**

The Royal Bank Of Scotland Plc

Charge Party Relation

Person Entitled

Satisfactions**Satisfaction Status**

Registered

Date Registered

12/06/2015

Satisfaction Type

Full

CHARGE

4

A charge on land, wherever situate, or any interest therein, but not including a charge for any rent or other periodical sum issuing out of land

A floating charge on the undertakings or property of the Company

A charge on Goodwill, on a Patent or Licence under a Patent, on a Trademark or on a Copyright or a licence under Copyright

**Date Registered
Amount Secured**

04/01/2011

Date Created 16/12/2010**Date Acquired****Sub No.** 7386156

All Present And Future Obligations And Liabilities (Whether Actual Or Contingent And Whether Owed Jointly Or Severally Or In Any Other Capacity Whatsoever) Of The Company And Each Other Chargor Under Each Finance Document To Which It Is A Party, Except For Any Obligation Which, If It Were So Included, Would Result In The Security Agreement Contravening Section 678 Or 679 Of The Companies Act 2006 Of England And Wales Or Section 60 (As Amended) Of The Companies Act 1963. All Capitalised Terms Used Herein Have The Meaning Given To Them In The Annex To This Form C1.

Particulars of Property

Xxx Pursuant To A Security Agreement Dated 16 December 2010 (The "Security Agreement") Between The Company, Waymade International Holdings Limited, Waymade Healthcare Plc, Amdipharm International Limited, Amdipharm Plc, Amdipharm Marketing Limited, Amdipharm Sales & Marketing Limited, Waymade Holdings, S.A R.L., Amdipharm Ag, Amdipharm Bv And The Security Agent, 1.1 Land The Company Charged: (i) By Way Of A First Legal Mortgage All Estates Or Interests In The Freehold Or Leasehold Real Property Specified In Schedule 2 (Security Assets) To The Security Agreement Under Its Name Under The Heading Real Property; And (ii) (To The Extent That They Are Not The Subject Of A Mortgage Under Sub-Paragraph (i) Above) By Way Of First Fixed Charge All Estates Or Interests In The Freehold Or Leasehold Real Property Specified In Schedule 2 (Security Assets) To The Security Agreement Under Its Name Under The Heading Real Property (See Further Particulars In The Annex Attached To This Form C1.) A Negative Pledge Has Been Granted By The Company On The Terms Set Out In The Annex To This Form C1. All Capitalised Terms Used Herein Have The Meaning Given To Them In The Annex To This Form C1. Xxx

There are further particulars listed on the C1 form for this charge. You must inspect the image of submission number 7386156 to see those particulars.

Person Entitled Details**Charge Party**

The Royal Bank Of Scotland Public Limited Company

Charge Party Relation

Person Entitled

Satisfactions**Satisfaction Status**

Registered

Date Registered

20/02/2015

Satisfaction Type

Full

CHARGE **5** A charge on uncalled share capital of the Company
 A charge created or evidenced by an instrument which, if executed by an individual, would require registration as a bill of sale
 A charge on land, wherever situate, or any interest therein, but not including a charge for any rent or other periodical sum issuing out of land
 A charge on Book Debts of the Company
 A floating charge on the undertakings or property of the Company
 A charge on calls made but not paid
 A charge on Goodwill, on a Patent or Licence under a Patent, on a Trademark or on a Copyright or a licence under Copyright

Date Registered 15/03/2013 **Date Created** 04/03/2013 **Date Acquired** **Sub No.** 8559807
Amount Secured

All Monies, Obligations And Liabilities Which As At The Date Of The Debenture Or Thereafter May Be Or Become Due, Owing Or Incurred By The New Charging Company To The Security Agent Or Any Other

Obliger Under Any Finance Document, At Present Or In The Future In Any Manner Whether Actual Or Contingent, Whether Incurred Solely Or Jointly With Any Other Person And Whether As Principal Or As Surety Together With All Interest Accruing Thereon Except For Any Liability Which, If It Were So Included,

Would Result In The Debenture Contravening Any Law. Defined Terms Have The Meaning Given To Them In The Annex Attached To Form C1.

Particulars of Property

Xxx The New Charging Company As Beneficial Owner, As Continuing Security For The Payment, Discharge And Performance Of All Indebtedness At Any Time Owed Or Due To The Secured Parties (Or Any Of Them), Has Charged, In Favour Of The Security Agent (As Agent And Trustee For The Secured Parties) All Its Material Premises (Including The Premises Referred To In Schedule 1 To The Deed (As Reproduced In Part 1 To The Annex To This Form C1 Below) (Whether Or Not The Legal Estate Is Vested In The New Charging Company Or Registered In The Name Of The New Charging Company). And All Future Estate, Right, Title Or Interests Of The New Charging Company In Such Premises And In Any Other Material Premises (Whether Or Not Registered) Vested In Or Held By Or On Behalf Of The New Charging Company From Time To Time And/Or The Proceeds Of Sale Thereof Together In All Cases (To The Extent The Same Are Not Otherwise Subject To An Effective Fixed Security Hereunder) All Fixtures And Fittings (Including Trade Fixtures) And All Fixed Plant And Machinery From Time To Time In Or On Such Premises With The Payment Performance And Discharge Of The Indebtedness. A Negative Pledge Has Been Created By The New Charging Company. All Capitalised Terms Used In This Form Have The Meaning Given To Them In The Annex To This Form C1.Xxx

There are further particulars listed on the C1 form for this charge. You must inspect the image of submission number 8559807 to see those particulars.

Person Entitled Details

Charge Party

Charge Party Relation

Lloyds Tsb Bank Plc

Person Entitled

Satisfactions

Satisfaction Status

Date Registered

Satisfaction Type

Registered

13/01/2016

Full

CHARGE

6

A charge on uncalled share capital of the Company
 A charge created or evidenced by an instrument which, if executed by an individual, would require registration as a bill of sale
 A charge on land, wherever situate, or any interest therein, but not including a charge for any rent or other periodical sum issuing out of land
 A charge on Book Debts of the Company
 A floating charge on the undertakings or property of the Company
 A charge on calls made but not paid
 A charge on Goodwill, on a Patent or Licence under a Patent, on a Trademark or on a Copyright or a licence under Copyright

Date Registered 15/03/2013 Date Created 04/03/2013 Date Acquired Sub No. 8559813
Amount Secured

All Monies, Obligations And Liabilities Which As At The Date Of The Debenture Or Thereafter May Be Or Become Due, Owing Or Incurred By The New Charging Company To The Security Agent Or Any Other Obligor Under Any Finance Document, At Present Or In The Future In Any Manner Whether Actual Or Contingent, Whether Incurred Solely Or Jointly With Any Other Person And Whether As Principal Or As Surety, Together With All Interest Accruing Thereon Except For Any Liability Which, If It Were So Included, Would Result In The Debenture Contravening Any Law. Defined Terms Have The Meaning Given To Them In The Annex Attached To Form C1.

Particulars of Property

Xxx The New Charging Company As Beneficial Owner, As Continuing Security For The Payment, Discharge And Performance Of All Indebtedness At Any Time Owed Or Due To The Secured Parties (Or Any Of Them), Has Charged, In Favour Of The Security Agent (As Agent And Trustee For The Secured Parties) All Its Material Premises (Including The Premises Referred To In Schedule 1 To The Deed (As Reproduced In Part 1 To The Annex To This Form C1 Below) (Whether Or Not The Legal Estate Is Vested In The New Charging Company Or Registered In The Name Of The New Charging Company), And All Future Estate, Right, Title Or Interests Of The New Charging Company In Such Premises And In Any Other Material Premises (Whether Or Not Registered) Vested In Or Held By Or On Behalf Of The New Charging Company From Time To Time And/Or The Proceeds Of Sale Thereof Together In All Cases (To The Extent The Same Are Not Otherwise Subject To An Effective Fixed Security Hereunder) All Fixtures And Fittings (Including Trade Fixtures) And All Fixed Plant And Machinery From Time To Time In Or On Such Premises With The Payment Performance And Discharge Of The Indebtedness. A Negative Pledge Has Been Created By The New Charging Company. All Capitalised Terms Used In This Form Have The Meaning Given To Them In The Annex To This Form C1.Xxx

There are further particulars listed on the C1 form for this charge. You must inspect the image of submission number 8559813 to see those particulars.

Person Entitled Details

Charge Party
Lloyds Tsb Bank Plc

Charge Party Relation
Person Entitled

Satisfactions

Satisfaction Status
Registered

Date Registered
13/01/2016

Satisfaction Type
Full

CHARGE

7

SUPPLEMENTAL AGREEMENT DATED 18 DECEMBER 2015 BETWEEN (1) GOLDMAN SACHS BANK USA AND (2) FOCUS PHARMACEUTICALS LIMITED, MERCURY PHARMACEUTICALS LIMITED, MERCURY PHARMA (GENERIC) LIMITED, AMDIPHARM LIMITED, AMDIPHARM MERCURY INTERNATIONAL LIMITED, MERCURY PHARMA INTERNATIONAL LIMITED, MERCURY PHARMACEUTICALS (IRELAND) LIMITED, FOCUS PHARMA HOLDINGS LIMITED, MERCURY PHARMA GROUP LIMITED, AMDIPHARM BV, AMDIPHARM AG, AMDIPHARM HOLDINGS, ABCUR AB, AMDIPHARM MERCURY LIMITED, AMDIPHARM MERCURY HOLDCO LIMITED, AMDIPHARM MERCURY MIDCO LIMITED, AMDIPHARM MERCURY DEBTCO LIMITED, AMDIPHARM MERCURY NEWCO LIMITED, AMDIPHARM INTERNATIONAL HOLDINGS LIMITED, AMDIPHARM MERCURY UK LIMITED (THE "GUARANTORS" AND EACH A "GUARANTOR") (THE "SUPPLEMENT")

Date Registered
Date Received
Amount Secured

21/12/2015 Date Created 18/12/2015 Date Acquired
Monday, the 21st Day of December, 2015 at 11:25:47

Sub No. 10437939

Particulars of Property

Each New Subsidiary Pledged To The Collateral Agent, For The Benefit Of The Secured Parties, A Security Interest In All Such New Subsidiary'S Right, Title And Interest In, To And Under The Pledged

Date 07/08/2019

Company: 364596, AMDIPHARM LIMITED

Page 5 of 10

Particulars of Property

Equity Securities, The Pledged Debt Securities And The Pledged Collateral But Excluding The Excluded Equity Interest And The Excluded Instruments (As Defined In The Security Agreement) Of Such New Subsidiary (In Each Case, However, Excluding Any Assets, Rights, Property And/Or Interest Subject To (I) Any Swedish Transaction Security Or (Ii) The Security Over Which Must Be Pledged And/Or Perfected In Accordance With Swedish Law) And Expressly Assumed All Obligations And Liabilities Of A Guarantor Under The Security Agreement.

Please See The Further Particulars For More Details:

There are further particulars listed on the C1 form for this charge. You must inspect the image of submission number 10437939 to see those particulars.

| | | | | |
|-------------------------|--|--|-------------------|---------------|
| Person Entitled Details | Charge Party | Charge Party Relation | | |
| | Goldman Sachs Bank Usa | Person Entitled | | |
| Satisfactions | Satisfaction Status | Date Registered | Satisfaction Type | |
| | Registered | 12/09/2018 | Full | |
| CHARGE | 8 | SECURITY AGREEMENT DATED THE 18 DECEMBER 2015 BETWEEN (1) AMDIPHARM AG, AMDIPHARM LIMITED, AMDIPHARM MERCURY INTERNATIONAL LIMITED, CONCORDIA LABORATORIES INC., MERCURY PHARMA GROUP LIMITED, MERCURY PHARMA INTERNATIONAL LIMITED, MERCURY PHARMACEUTICALS (IRELAND) LIMITED AND (2) GOLDMAN SACHS BANK USA (THE "DEED") | | |
| Date Registered | 21/12/2015 | Date Created | 18/12/2015 | Date Acquired |
| Date Received | Monday, the 21st Day of December, 2015 at 11:26:43 | | | |
| Amount Secured | Sub No. 10438000 | | | |

Particulars of Property

Pursuant To The Deed, The Chargor, As Legal And Beneficial Owner, By Way Of Continuing Security For The Payment And Discharge And Performance Of The Secured Liabilities, In Favour Of The Collateral Agent: (A) Charged As A First Fixed Charge (I) All Estates Or Interest In Any Freehold Or Leasehold Property (Ii) All Plant And Machinery (Iii) Monetary Claims (Iv) Intellectual Property (B) Charged As A Floating Charge All Its Assets Whatsoever And Wheresoever Not Otherwise Effectively Mortgaged, Charged Or Assigned Under The Deed. Capitalised Terms Have The Meaning Given To Them In The Further Particulars Of This Form C1.

See Further Particulars For Additional Short Particulars.

There are further particulars listed on the C1 form for this charge. You must inspect the image of submission number 10438000 to see those particulars.

| | | | |
|-------------------------|---|--|-------------------|
| Person Entitled Details | Charge Party | Charge Party Relation | |
| | Goldman Sachs Bank Usa | Person Entitled | |
| Satisfactions | Satisfaction Status | Date Registered | Satisfaction Type |
| | Registered | 12/09/2018 | Full |
| CHARGE | 9 | SECURITY AGREEMENT DATED THE 28TH OCTOBER, 2016 BETWEEN (1) AMDIPHARM AG, AMDIPHARM LIMITED, AMDIPHARM MERCURY INTERNATIONAL LIMITED, CONCORDIA LABORATORIES INC., MERCURY PHARMA GROUP LIMITED, MERCURY PHARMA INTERNATIONAL LIMITED, MERCURY PHARMACEUTICALS (IRELAND) LIMITED AND (2) U.S. BANK NATIONAL ASSOCIATION (THE "DEED") | |
| Date Registered | 03/11/2016 | Date Created | 28/10/2016 |
| Date Received | Thursday, the 3rd Day of November, 2016 at 15:10:57 | | |
| Date: 07/08/2019 | Company: 364596, AMDIPHARM LIMITED | | Sub No. 11398509 |

Amount Secured

Particulars of Property

Pursuant To The Deed, The Chargor, As Legal And Beneficial Owner, By Way Of Continuing Security For The Payment And Discharge And Performance Of The Secured Liabilities, In Favour Of The Collateral Agent: (A) Charged As A First Fixed Charge (Or, Where Such Asset Is Subject To The Security Agreement, Second Fixed Charge), Amongst Other Things, (I) All Estates Or Interest In Any Freehold Or Leasehold Property, (Ii) Investments, (Iii) All Plant And Machinery, (Iv) Credit Balances, (V) Monetary Claims, (Vi) Intellectual Property, (B) Charged By Way Of A First Floating Charge (Or, Where Such Asset Is Subject To The Security Agreement, Second Floating Charge) All Its Assets Whatsoever And Wheresoever Not Otherwise Effectively Mortgaged, Charged Or Assigned Under The Deed. Capitalised Terms Have The Meaning Given To Them In The Further Particulars Of This Form C1

There are further particulars listed on the C1 form for this charge. You must inspect the image of submission number 11398509 to see those particulars.

Person Entitled Details

Charge Party

U.S. Bank National Association

Charge Party Relation

Person Entitled

Satisfactions

Satisfaction Status

Registered

Date Registered

12/09/2018

Satisfaction Type

Full

CHARGE

10

SUPPLEMENT NO. 1 DATED 28TH OCTOBER, 2016 TO THE SECURITY AGREEMENT DATED 13TH OCTOBER, 2016 BETWEEN AMONGST OTHERS (1) U.S BANK NATIONAL ASSOCIATION AND (2) THE NEW SUBSIDIARY (THE "SUPPLEMENTAL AGREEMENT")

Date Registered

03/11/2016

Date Created

28/10/2016

Date Acquired

Sub No. 11398623

Date Received

Thursday, the 3rd Day of November, 2016 at 15:9:5

Amount Secured

Particulars of Property

The New Subsidiary Pledged To The Collateral Agent, For The Benefit Of The Secured Parties, A Security Interest In All The New Subsidiary'S Right, Title And Interest In And To The Collateral And Expressly Assumed All Obligations And Liabilities Of A Grantor Under The Security Agreement

There are further particulars listed on the C1 form for this charge. You must inspect the image of submission number 11398623 to see those particulars.

Person Entitled Details

Charge Party

U.S. Bank National Association

Charge Party Relation

Person Entitled

Satisfactions

Satisfaction Status

Registered

Date Registered

12/09/2018

Satisfaction Type

Full

CHARGE

11

DEBENTURE DATED 6 SEPTEMBER 2018 BETWEEN, AMONGST OTHERS, AMDIPHARM LIMITED (THE "COMPANY") AND GLAS TRUST COMPANY LLC, AS COLLATERAL TRUSTEE FOR THE SECURED PARTIES (THE "COLLATERAL TRUSTEE") (THE "DEBENTURE")

Date Registered

11/09/2018

Date Created

06/09/2018

Date Acquired

Sub No. 12982086

Date Received

Tuesday, the 11th Day of September, 2018 at 17:26:43

Amount Secured

Particulars of Property

As Continuing Security For The Payment, Performance And Discharge Of The Secured Obligations And As A Legal Mortgage Of Land, The Company As Beneficial Owner And Also In The Case Of Registered

Date 07/08/2019

Company: 364596, AMDIPHARM LIMITED

Page 7 of 11

Particulars of Property

Land As Registered Owner (Or The Person Entitled To Be Registered As Owner) Has By The Debenture Charged, Mortgaged And Assigned (By Way Of First Fixed Charges, Security Assignments And First Floating Charges) All Its Present (As At The Date Of The Debenture) And Future, Property, Undertaking And Assets As More Particularly Described In The Further Particulars Of This Form C1. Capitalised Terms Have The Meanings Given To Them In The Further Particulars Of This Form C1. Cont'D In Further Particulars.

There are further particulars listed on the C1 form for this charge. You must inspect the image of submission number 12982086 to see those particulars.

Person Entitled Details**Charge Party****Charge Party Relation**

Glas Trust Company Llc

Person Entitled

Satisfactions**Satisfaction Status****Date Registered****Satisfaction Type****CHARGE**

12

INTELLECTUAL PROPERTY SECURITY AGREEMENT DATED 6 SEPTEMBER 2018 BETWEEN, AMONGST OTHERS, AMDIPHARM LIMITED (THE "GRANTOR") AND GLAS TRUST COMPANY LLC (THE "COLLATERAL TRUSTEE")(THE "SECURITY AGREEMENT")

Date Registered

11/09/2018

Date Created**Date Acquired**

Sub No. 12982126

Date Received

Tuesday, the 11th Day of September, 2018 at 17:31:13

Amount Secured**Particulars of Property**

As Continuing Security For The Payment, Performance And Discharge Of The Priority Lien Obligations, The Grantor As Beneficial Owner Has By The Security Agreement Pledged The Assets Specified Therein On The Terms And Subject To The Conditions Set Out Therein. Capitalised Terms Have The Meanings Given To Them In The Further Particulars Of This Form C1. Cont'D In Further Particulars.

There are further particulars listed on the C1 form for this charge. You must inspect the image of submission number 12982126 to see those particulars.

Person Entitled Details**Charge Party****Charge Party Relation**

Glas Trust Company Llc

Person Entitled

Satisfactions**Satisfaction Status****Date Registered****Satisfaction Type****CHARGE**

13

PLEDGE AND SECURITY AGREEMENT DATED 6 SEPTEMBER 2018 BETWEEN, AMONGST OTHERS, AMDIPHARM LIMITED (THE "GRANTOR") AND GLAS TRUST COMPANY LLC (THE "COLLATERAL TRUSTEE") (THE "SECURITY AGREEMENT")

Date Registered

11/09/2018

Date Created**Date Acquired**

Sub No. 12982391

Date Received

Tuesday, the 11th Day of September, 2018 at 21:37:47

Amount Secured**Particulars of Property**

As Continuing Security For The Payment, Performance And Discharge Of The Priority Lien Obligations, The Grantor As Beneficial Owner Has By The Security Agreement Pledged The Assets Specified Therein On The Terms And Subject To The Conditions Set Out Therein. Continued In Further Particulars

There are further particulars listed on the C1 form for this charge. You must inspect the image of submission

number 12982391 to see those particulars.

| Person Entitled Details | Charge Party | Charge Party Relation | |
|-------------------------|--|-----------------------|-------------------|
| | Glas Trust Company Llc | Person Entitled | |
| Satisfactions | Satisfaction Status | Date Registered | Satisfaction Type |
| Directors Special Note | Please note that the information displayed on this printout as to the particulars of the directors and secretary of this company may not be complete or up to date, as there may be unregistered documents which affect the position. Please refer to the list of Documents below, and if necessary, consult the company file or images for full, up-to-date particulars as to the company's officers. If this printout is blank as to officer details, please consult the images of the registered New Company documents. | | |
| | DAVID MCNAMARA 1a, Woodville Walk, Esker Lane, Lucan, Co. Dublin. | | Director |
| | ADEEL AHMAD 47 Ordnance Hill London, Nw8 6ps United Kingdom | | Director |
| | MADELINE DONNELLY 7 Mill Park, Glasheen, Stamullen, Co. Meath | | Director |
| | MICHAEL JOHN CULLEN Hunters Moon 3 Clifton Place La Rue De l'Eglise St Peter Je3 7th Jersey | | Director |
| | ROBERT FORD Cornl Gables, Cemetery Lane #65 Sandy Lane St James, Barbados Bb24015, West Indies | | Director |
| Company Secretary | LAURENCE DOYLE 78 Northbrook Avenue Ranelagh Dublin 6 Ireland | | Secretary |

| Documents | | | | A/Cs To Date | Date Effective | Date Received | Date Registered |
|-----------|------|---------|---------------------------------|-----------------|-------------------|------------------|--------------------|
| Status | Scan | Number | Submission | | | | |
| REG | * | 3325477 | NEW COMPANY WITH CAPITAL DUTY | | 03/12/2002 | 03/12/2002 | 03/12/2002 |
| REG | * | 3347604 | SR ALTERATION TO CONSTITUTION | | 05/12/2002 | 07/01/2003 | 03/05/2003 |
| REG | * | 3357527 | CHANGE IN DIRECTOR OR SECRETARY | | 05/12/2002 | 15/01/2003 | 22/01/2003 |
| REG | * | 3516113 | ANNUAL RETURN - NO ACCOUNTS | | 03/06/2003 | 27/06/2003 | 08/03/2005 |
| REG | * | 3696240 | SR ALTERATION TO CONSTITUTION | | 01/12/2003 | 04/12/2003 | 17/12/2003 |
| REG | * | 3735301 | SR ALTERATION TO CONSTITUTION | | 12/01/2004 | 15/01/2004 | 28/01/2004 |

| | | | | | | |
|-----|---|----------|--|------------|------------|------------|
| REG | * | 3763828 | CHARGE BY A CO INC IN THE STATE | 05/02/2004 | 09/02/2004 | 09/02/2004 |
| REG | * | 3896297 | ANNUAL RETURN - NO ACCOUNTS | 03/06/2004 | 01/07/2004 | 08/03/2005 |
| REG | * | 3896298 | NOMINATION OF A NEW ARD | 03/06/2004 | 01/07/2004 | 06/07/2004 |
| REG | * | 3896302 | CHANGE IN DIRECTOR OR SECRETARY | 30/06/2004 | 01/07/2004 | 08/07/2004 |
| REG | * | 3909150 | CHANGE IN DIRECTOR OR SECRETARY | 25/06/2004 | 13/07/2004 | 20/07/2004 |
| REG | * | 4175107 | CHANGE OF REGISTERED OFFICE | 14/12/2004 | 03/03/2005 | 04/03/2005 |
| REG | * | 4531523 | SR ALTERATION TO CONSTITUTION | 16/12/2005 | 19/01/2006 | 14/02/2006 |
| REG | * | 4562158 | ANNUAL RETURN - GENERAL | 30/09/2004 | 03/12/2004 | 10/02/2006 |
| REG | * | 4562161 | ANNUAL RETURN - GENERAL | 31/12/2004 | 30/09/2005 | 10/02/2006 |
| REG | * | 4626277 | CHANGE OF REGISTERED OFFICE | 05/04/2006 | 06/04/2006 | 24/04/2006 |
| REG | * | 4626279 | GENERAL RESOLUTION | 30/03/2006 | 06/04/2006 | 09/05/2006 |
| REG | * | 4631415 | CHARGE BY A CO INC IN THE STATE | 31/03/2006 | 11/04/2006 | 11/04/2006 |
| REG | * | 4660318 | NOTICE THAT CHG. REG. IN COUNTRY WHERE PRO | 05/05/2006 | 11/05/2006 | 24/05/2006 |
| REG | * | 4743237 | RESIGNATION OF AUDITOR. | 12/07/2006 | 13/07/2006 | 28/08/2009 |
| REG | * | 5274506 | ANNUAL RETURN - GENERAL | 31/12/2005 | 30/09/2006 | 17/08/2007 |
| REG | * | 5308861 | CHARGE BY A CO INC IN THE STATE | 31/08/2007 | 12/09/2007 | 12/09/2007 |
| REG | * | 5311947 | SATISFACTION OF CHARGES - FULL | 31/08/2007 | 08/11/2007 | 08/11/2007 |
| REG | * | 5311949 | SATISFACTION OF CHARGES - FULL | 31/08/2007 | 08/11/2007 | 08/11/2007 |
| REG | * | 5462858 | ANNUAL RETURN - GENERAL | 31/12/2006 | 30/09/2007 | 03/12/2007 |
| REG | * | 5466497 | CHANGE IN DIRECTOR OR SECRETARY | 21/11/2007 | 04/12/2007 | 12/02/2008 |
| REG | * | 6124113 | ANNUAL RETURN - GENERAL | 31/12/2007 | 30/09/2008 | 06/10/2008 |
| REG | * | 6785383 | ANNUAL RETURN - GENERAL | 31/12/2008 | 30/09/2009 | 27/10/2009 |
| REG | * | 7380632 | ANNUAL RETURN - GENERAL | 31/12/2009 | 30/09/2010 | 23/12/2010 |
| REG | * | 7386156 | CHARGE BY A CO INC IN THE STATE | 16/12/2010 | 04/01/2011 | 04/01/2011 |
| REG | * | 7822834 | ANNUAL RETURN - GENERAL | 31/12/2010 | 30/09/2011 | 28/10/2011 |
| REG | * | 8330590 | CHANGE IN DIRECTOR OR SECRETARY | 25/10/2010 | 16/10/2012 | 26/10/2012 |
| REG | * | 8330642 | ANNUAL RETURN - GENERAL | 31/12/2011 | 30/09/2012 | 16/10/2012 |
| REG | * | 8400224 | CHANGE IN DIRECTOR OR SECRETARY | 25/10/2012 | 20/11/2012 | 05/02/2013 |
| REG | * | 8400225 | CHANGE IN DIRECTOR OR SECRETARY | 25/10/2012 | 20/11/2012 | 05/02/2013 |
| REG | * | 8508949 | CHANGE IN DIRECTOR OR SECRETARY | 08/02/2013 | 27/02/2013 | 27/02/2013 |
| REG | * | 8549089 | STATUTORY DECLARATION PURSUANT TO SECTIO | 22/02/2013 | 08/03/2013 | 12/03/2013 |
| REG | * | 8549090 | GENERAL RESOLUTION | 22/02/2013 | 08/03/2013 | 13/03/2013 |
| REG | * | 8549091 | SR ALTERATION TO CONSTITUTION | 22/02/2013 | 08/03/2013 | 13/03/2013 |
| REG | * | 8539904 | AUTHORISE/REVOKE AUTHORISATION OF AN ELEC | 01/03/2013 | 14/03/2013 | 14/03/2013 |
| REG | * | 8559807 | CHARGE BY A CO INC IN THE STATE | 04/03/2013 | 15/03/2013 | 15/03/2013 |
| REG | * | 8559813 | CHARGE BY A CO INC IN THE STATE | 04/03/2013 | 15/03/2013 | 15/03/2013 |
| REG | * | 8671836 | CHANGE IN DIRECTOR OR SECRETARY | 01/05/2013 | 06/06/2013 | 22/08/2013 |
| REG | * | 8862470 | ANNUAL RETURN - GENERAL | 31/12/2012 | 30/09/2013 | 08/10/2013 |
| REG | * | 8935715 | CHANGE IN DIRECTOR OR SECRETARY | 15/10/2013 | 06/11/2013 | 13/11/2013 |
| REG | * | 9183891 | CHANGE IN DIRECTOR OR SECRETARY | 29/11/2013 | 02/05/2014 | 08/05/2014 |
| REG | * | 9435186 | ANNUAL RETURN - GENERAL | 31/12/2013 | 30/09/2014 | 08/10/2014 |
| REG | * | 9520572 | SPECIAL RESOLUTION AUTHORIZING ASSISTANCE | 04/11/2014 | 13/11/2014 | 06/10/2015 |
| REG | * | 9563774 | SATISFACTION OF CHARGES - FULL | 21/12/2012 | 24/12/2014 | 12/06/2015 |
| REG | * | 9563777 | SATISFACTION OF CHARGES - FULL | 21/12/2012 | 24/12/2014 | 20/02/2015 |
| REG | * | 9613331 | CHANGE IN DIRECTOR OR SECRETARY | 18/12/2014 | 16/01/2015 | 26/01/2015 |
| REG | * | 10219051 | ANNUAL RETURN - GENERAL | 31/12/2014 | 30/09/2015 | 19/10/2015 |
| REG | * | 10348998 | CHANGE IN DIRECTOR OR SECRETARY | 21/10/2015 | 11/11/2015 | 29/02/2016 |
| REG | * | 10350435 | SATISFACTION OF CHARGES - FULL | 21/10/2015 | 11/11/2015 | 13/01/2016 |

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|------|---|----------|---|------------|------------|------------|
| REG- | * | 10350443 | SATISFACTION OF CHARGES - FULL | 21/10/2015 | 11/11/2015 | 13/01/2016 |
| REG | * | 10400349 | DECLARATION MADE IN THE CASE OF FINANCIAL | 17/11/2015 | 03/12/2015 | 11/12/2015 |
| REG | * | 10400384 | DECLARATION MADE IN THE CASE OF FINANCIAL | 17/11/2015 | 03/12/2015 | 11/12/2015 |
| REG | * | 10400391 | DECLARATION MADE IN THE CASE OF FINANCIAL | 17/11/2015 | 03/12/2015 | 11/12/2015 |
| REG | * | 10400395 | GENERAL RESOLUTION | 17/11/2015 | 03/12/2015 | 11/12/2015 |
| REG | * | 10428888 | RESIGNATION OF AUDITOR. | 13/11/2015 | 16/12/2015 | 17/12/2015 |
| REG | * | 10437939 | CHARGE BY A CO INC IN THE STATE | 18/12/2015 | 21/12/2015 | 21/12/2015 |
| REG | * | 10438000 | CHARGE BY A CO INC IN THE STATE | 18/12/2015 | 21/12/2015 | 21/12/2015 |
| REG | * | 10705330 | CHANGE IN DIRECTOR OR SECRETARY | 31/03/2016 | 07/04/2016 | 12/04/2016 |
| REG | * | 10971836 | NI CONVERSION TO LTD | 02/06/2016 | 29/06/2016 | 20/07/2016 |
| REG | * | 11042503 | CHANGE IN DIRECTOR OR SECRETARY | 23/06/2016 | 11/08/2016 | 13/09/2016 |
| REG | * | 11109229 | CHANGE IN DIRECTOR OR SECRETARY | 24/06/2016 | 01/09/2016 | 22/09/2016 |
| REG | * | 11331633 | ANNUAL RETURN - GENERAL | 31/12/2015 | 30/09/2016 | 27/10/2016 |
| REG | * | 11398509 | CHARGE BY A CO INC IN THE STATE | 28/10/2016 | 03/11/2016 | 03/11/2016 |
| REG | * | 11398623 | CHARGE BY A CO INC IN THE STATE | 28/10/2016 | 03/11/2016 | 03/11/2016 |
| REG | * | 11621048 | SR ALTERATION TO CONSTITUTION | 16/12/2016 | 23/01/2017 | 31/05/2017 |
| REG | * | 11621050 | NOTICE OF INCREASE IN NOMINAL CAPITAL | 16/12/2016 | 23/01/2017 | 31/05/2017 |
| REG | * | 11621059 | ALLOTMENT OF SHARES FOR CASH | 16/12/2016 | 23/01/2017 | 12/06/2017 |
| REG | * | 11770900 | CHANGE IN DIRECTOR OR SECRETARY | 23/02/2017 | 16/03/2017 | 20/03/2017 |
| REG | * | 12114962 | CHANGE IN DIRECTOR OR SECRETARY | 31/07/2017 | 22/08/2017 | 22/08/2017 |
| REG | * | 12234106 | ANNUAL RETURN - GENERAL | 31/12/2016 | 30/09/2017 | 27/09/2017 |
| REG | * | 12790845 | CHANGE IN DIRECTOR OR SECRETARY | 02/02/2016 | 02/07/2018 | 03/07/2018 |
| REG | * | 12980690 | SATISFACTION OF CHARGES - FULL | 06/09/2018 | 11/09/2018 | 12/09/2018 |
| REG | * | 12980692 | SATISFACTION OF CHARGES - FULL | 06/09/2018 | 11/09/2018 | 12/09/2018 |
| REG | * | 12980713 | SATISFACTION OF CHARGES - FULL | 06/09/2018 | 11/09/2018 | 12/09/2018 |
| REG | * | 12980714 | SATISFACTION OF CHARGES - FULL | 06/09/2018 | 11/09/2018 | 12/09/2018 |
| REG | * | 12982086 | CHARGE BY A CO INC IN THE STATE | 06/09/2018 | 11/09/2018 | 11/09/2018 |
| REG | * | 12982126 | CHARGE BY A CO INC IN THE STATE | 06/09/2018 | 11/09/2018 | 11/09/2018 |
| REG | * | 12982391 | CHARGE BY A CO INC IN THE STATE | 06/09/2018 | 11/09/2018 | 11/09/2018 |
| REG | * | 13067413 | ANNUAL RETURN - GENERAL | 31/12/2017 | 30/09/2018 | 12/10/2018 |
| REG | * | 13417310 | ANNUAL RETURN - GENERAL | 31/12/2018 | 21/03/2019 | 21/03/2019 |
| REG | * | 13551787 | CHANGE IN DIRECTOR OR SECRETARY | 01/06/2019 | 04/07/2019 | 04/07/2019 |

* Indicates documents have been scanned for the submission

Submission Status Explanations

CERTP CERTIFICATE PRINTED
 CERTS CERTIFICATE SCANNED
 DATA DATA ENTERED
 REC RECEIVED
 RECOR RECORDED
 REG REGISTERED
 RETAM RETURNED AMENDED
 SCAN SCANNED

End of Particulars

Duplicate Certificate

Certificate of Incorporation of a Company

I hereby certify,

that company number **364596**

AMDIPHARM LIMITED

was Incorporated under the Companies Acts, 1963 to 2001
as a Limited Company, on

Tuesday, the 3rd day of December, 2002

Given under my hand at Dublin, this
Wednesday, the 7th day of August, 2019.


for Registrar of Companies