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

FORM 6-K

**REPORT OF FOREIGN PRIVATE ISSUER
PURSUANT TO RULE 13a-16 OR 15d-16
UNDER THE SECURITIES EXCHANGE ACT OF 1934**

For the month of June, 2022.

Commission File Number: 001-40852

LUMIRADX LIMITED

(Translation of registrant's name into English)

LumiraDx Limited
c/o Ocorian Trust (Cayman) Limited
PO Box 1350, Windward 3, Regatta Office Park
Grand Cayman KY1-1108
Cayman Islands
(354) 640-0540
(Address of principal executive office)

Indicate by check mark whether the registrant files or will file annual reports under cover of Form 20-F or Form 40-F:

Form 20-F Form 40-F

Indicate by check mark if the registrant is submitting the Form 6-K in paper as permitted by Regulation S-T Rule 101(b)(1):

Indicate by check mark if the registrant is submitting the Form 6-K in paper as permitted by Regulation S-T Rule 101(b)(7):

INFORMATION CONTAINED IN THIS REPORT ON FORM 6-K

On June 17, 2022, LumiraDx Investment Limited, one of the subsidiaries of LumiraDx Limited (the “Company”), entered into a second amendment to that certain Loan Agreement, dated March 23, 2021 (as amended from time to time, the “Loan Agreement”), with BioPharma Credit Investments V (Master) LP and BPCR Limited Partnership, as lenders, and BioPharma Credit PLC (collectively, “Pharmakon”), as collateral agent, to provide for, among other things, revisions to the minimum net sales and the minimum liquidity covenants in the Loan Agreement (the “Amendment”).

Pursuant to the Amendment, the minimum net sales covenant in the Loan Agreement, tested on a quarterly basis at the end of each fiscal quarter with respect to each trailing 12-month period, has been revised to require at least (i) \$375.0 million in net sales when tested on June 30, 2022, (ii) \$400.0 million in net sales when tested on September 30, 2022 and (iii) \$500.0 million in net sales when tested at the end of each fiscal quarter thereafter to, and including, December 31, 2023; *provided, however*, that if the Company completes a Qualifying Financing (as defined in the Amendment) on or prior to September 30, 2022, the minimum net sales covenant, tested on a quarterly basis at the end of each fiscal quarter with respect to each trailing 12-month period, will be as follows:

Quarter End	Net Sales (millions)
June 30, 2022	\$ 375.0
September 30, 2022	\$ 300.0
December 31, 2022	\$ 240.0
March 31, 2023	\$ 275.0
June 30, 2023	\$ 325.0
September 30, 2023	\$ 375.0
December 31, 2023	\$ 500.0

If the Company completes a Qualifying Financing after September 30, 2022 but on or prior to December 31, 2022, the minimum net sales thresholds set forth in the table above from December 31, 2022 onwards would apply. There can be no assurance that, bearing in mind the unpredictability of demand for our COVID-19 tests, we will be able to meet the minimum net sales thresholds that have been provided for in the Amendment.

The Amendment also provides that, in respect of testing dates following a Qualifying Financing that occurs on or prior to December 31, 2022, the minimum net sales thresholds referred to above shall not apply so long as we maintain a minimum liquidity level of at least \$400.0 million throughout the preceding fiscal quarter (tested on the 15th and the last day of each calendar month).

The Amendment also includes a minimum liquidity level that the Company is required to maintain as follows: (a) prior to a Qualifying Financing that occurs on or prior to December 31, 2022 (or if such Qualifying Financing does not occur), at least \$40.0 million, tested on a monthly basis at the end of each calendar month; and (b) following a Qualifying Financing that occurs on or prior to December 31, 2022, at least \$75.0 million, tested on both the 15th day and last day of each such calendar month.

In exchange for the covenant amendments described above, the Company agreed to an increase in the facility fee to be paid to Pharmakon on any repayment, including prepayment, of amounts borrowed under the Loan Agreement and agreed to amend the exercise price for 1,485,848 outstanding warrants to purchase common shares of the Company that are held by BioPharma Credit Investments V (Master) LP and BioPharma Credit PLC (the “Pharmakon Warrants”). The Pharmakon Warrants were issued with an original exercise price equal to \$10.00 per common share (as adjusted for share splits, share dividends, reorganizations, recapitalizations and the like). In connection with the Amendment described above, the instrument governing the Pharmakon Warrants was amended to change the exercise price per common share from \$10.00 to, in the event of a Qualifying Financing that is completed on or prior to December 31, 2022, a price equal to the lower of the offer price to investors in such Qualifying Financing or the per share daily volume-weighted average price of the common shares calculated on the basis of the ten Nasdaq trading days ending on the trading day immediately prior to the announcement of a Qualifying Financing. If a Qualifying Financing has not been completed on or prior to December 31, 2022, the amended exercise price for the Pharmakon Warrants would be determined on the basis of the per share daily volume-weighted average price of the common shares calculated on the basis of the ten Nasdaq trading days ending December 31, 2022.

EXHIBIT INDEX

<u>Exhibit No.</u>	<u>Description</u>
4.1	<u>Second Amendment to Loan Agreement, dated June 17, 2022, by and among LumiraDx Investment Limited, BioPharma Credit Investments V (Master) LP and BPCR Limited Partnership, as lenders, and BioPharma Credit PLC, as collateral agent.</u>
4.2	<u>Deed of Amendment, dated June 17, 2022, of a Warrant Instrument in Respect of Warrants to Subscribe for Common Shares in LumiraDx Limited, dated September 28, 2021, by and among LumiraDx Limited, BPCR Limited Partnership and BioPharma Credit Investments V (Master) LP.</u>

SIGNATURES

Pursuant to the requirements of the Securities Exchange Act of 1934, as amended, the registrant has duly caused this report to be signed on its behalf by the undersigned, thereunto duly authorized.

Date: June 21, 2022

LUMIRADX LIMITED

By: /s/ Dorian LeBlanc

Name: Dorian LeBlanc

Title: Chief Financial Officer

SECOND AMENDMENT TO LOAN AGREEMENT

This SECOND AMENDMENT TO LOAN AGREEMENT (this “**Second Amendment**”), dated and effective as of June 17, 2022 (the “**Amendment Effective Date**”), is made by and among LUMIRADX INVESTMENT LIMITED, a private company with limited liability incorporated under the laws of England and Wales with company number 10260187 (as “**Borrower**” and a Credit Party), BIOPHARMA CREDIT PLC, a public limited company incorporated under the laws of England and Wales with company number 10443190 (as the “**Collateral Agent**”), BPCR LIMITED PARTNERSHIP, a limited partnership established under the laws of England and Wales with registration number LP020944 (“**BPCR**”) and BIOPHARMA CREDIT INVESTMENTS V (MASTER) LP, a Cayman Islands exempted limited partnership acting by its general partner, BioPharma Credit Investments V GP LLC (“**BioPharma Credit**” and together with BPCR, the “**Lenders**” and each a “**Lender**”).

RECITALS

A. The Collateral Agent, the Lenders, the Borrower, the Parent and the other Credit Parties thereunder have entered into that certain Loan Agreement, dated as of March 23, 2021 (as amended pursuant to the First Amendment to Loan Agreement dated March 28, 2022, and as further amended from time to time, the “**Loan Agreement**”).

B. Pursuant to Section 6.16 (*Minimum Net Sales*) of the Loan Agreement, each Credit Party has agreed to maintain minimum Net Sales at the levels set out therein.

C. Pursuant to Section 2.7(b) (*Facility Fee*) of the Loan Agreement, the Borrower has agreed to pay a Facility Fee.

D. In accordance with Section 11.5 (*Amendments in writing; integration*) of the Loan Agreement, the Borrower (acting for its own behalf and on behalf of the other Credit Parties), the Collateral Agent and the Lenders desire to make certain amendments to Section 6.16 (*Minimum Net Sales*) and Section 2.7(b) (*Facility Fee*) of the Loan Agreement on the terms and conditions set forth herein.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing recitals and other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, and intending to be legally bound, the parties hereto agree as follows:

1. Definitions. All capitalized terms used in this Second Amendment (including in the recitals hereof) and not otherwise defined herein shall have the meanings assigned to them in the Loan Agreement. The rules of interpretation set forth in the first paragraph of Section 13.1 of the Loan Agreement shall be applicable to this Second Amendment and are incorporated herein by this reference.

2. Amendments to Loan Agreement.

a. With effect from the Amendment Effective Date, the Loan Agreement shall be amended by adding the following terms (in alphabetical order) to Section 13.1 of the Loan Agreement:

“**Amendment Effective Date**” means June 17, 2022.”

“**Qualifying Equity Interests**” means, collectively, any and all Equity Interests in the Issuer issued following the Amendment Effective Date, excluding any Disqualified Equity Interest.”

“**Qualifying Financing**” means the Issuer raising, following the Amendment Effective Date, gross proceeds in an aggregate amount equal to or greater than \$125,000,000 (or its equivalent in another currency or currencies) through the issue of Qualifying Equity Interests.”

b. With effect from the Amendment Effective Date, the Loan Agreement shall be amended by adding the following (in alphabetical order) to Section 5.2 (*Financial Statements, Notices, Reports*) of the Loan Agreement:

“(j) Liquidity Statements. From and after the occurrence of a Qualifying Financing, as soon as available, but in no event later than two (2) Business Days after each of the 15th day and the last day of each calendar month, commencing on the first such date occurring immediately following the consummation of such Qualifying Financing, a confirmation of consolidated Liquidity of Issuer and its Subsidiaries as at such date, in each case certified by a Responsible Officer of Issuer.”

c. With effect from the Amendment Effective Date, the Loan Agreement shall be amended by deleting in its entirety Section 6.15 (*Minimum Liquidity*) of the Loan Agreement and replacing it as follows:

“**6.15. Minimum Liquidity**. From and after the Effective Date, after giving effect to the transactions contemplated hereunder and without violating any other term or provision of this Agreement, permit consolidated Liquidity of Issuer and its Subsidiaries, tested monthly at the end of each calendar month commencing with the next, full calendar month occurring immediately after the Effective Date, to be less than \$40,000,000; provided, however, that in the event that a Qualifying Financing occurs on or prior to December 31, 2022, the foregoing threshold shall be increased to \$75,000,000 in respect of each full calendar month which occurs after such Qualifying Financing occurs and shall be tested on both the 15th day and last day of each such calendar month by reference to confirmation of consolidated Liquidity of Issuer and its Subsidiaries provided to the Collateral Agent within 2 Business Days of each such day pursuant to Section 5.2(j), hereof.”

d. With effect from the Amendment Effective Date, the Loan Agreement shall be amended by deleting in its entirety Section 6.16 (*Minimum Net Sales*) of the Loan Agreement and replacing it as follows:

“**6.16 Minimum Net Sales** From and after the Effective Date and without violating any other term or provision of this Agreement, permit trailing twelve-month Net Sales of Issuer and its Subsidiaries, tested quarterly at the end of each fiscal quarter set out in the first column in the table below, to be less than: (a) solely with respect to any fiscal quarter where paragraph (b) below or the proviso below does not apply, \$375,000,000 for fiscal quarter ending June 30, 2022, \$400,000,000 for fiscal quarter ending September 30, 2022 and \$500,000,000 for each fiscal quarter thereafter; and (b) solely with respect to any fiscal quarter occurring after the completion of a Qualifying Financing on or prior to December 31, 2022, the amount set forth opposite that fiscal quarter in the second column in the table below; provided, however, that, with respect to any fiscal quarter occurring after the completion of a Qualifying Financing on or prior to December 31, 2022, if consolidated Liquidity of the Issuer and its Subsidiaries, tested on both the 15th day and last day of each calendar month by reference to confirmation of consolidated Liquidity of Issuer and its Subsidiaries provided to the Collateral Agent within 2 Business Days of each such day pursuant to Section 5.2(j) hereof during such fiscal quarter, is equal to or greater than \$400,000,000, the Net Sales requirement set out in the table below shall not apply for as long as consolidated

Liquidity of the Issuer and its Subsidiaries, tested on both the 15th day and last day of each calendar month by reference to confirmation of consolidated Liquidity of Issuer and its Subsidiaries provided to the Collateral Agent within 2 Business Days of each such day pursuant to Section 5.2(j) hereof during such fiscal quarter, is at least \$400,000,000. For the avoidance of doubt, if consolidated Liquidity of the Issuer and its Subsidiaries, tested on both the 15th day and last day of each calendar month by reference to confirmation of consolidated Liquidity of Issuer and its Subsidiaries provided to the Collateral Agent within 2 Business Days of each such day pursuant to Section 5.2(j) hereof during any fiscal quarter occurring after the completion of a Qualifying Financing, is less than \$400,000,000, clauses (a) and (b) of this Section 6.16 shall apply (and the proviso above shall not apply):

<u>Quarter End</u>	<u>Post-Qualifying Financing Net Sales</u>
June 30, 2022	\$ 375,000,000
September 30, 2022	\$ 300,000,000
December 31, 2022	\$ 240,000,000
March 31, 2023	\$ 275,000,000
June 30, 2023	\$ 325,000,000
September 30, 2023	\$ 375,000,000
December 31, 2023	\$ 500,000,000

”

e. With effect from the Amendment Effective Date, the Loan Agreement shall be amended by deleting in its entirety Section 2.7(b) (*Facility Fee*) of the Loan Agreement and replacing it as follows:

“(b) Facility Fee. As additional consideration for each Lender’s having made a Term Loan pursuant to Section 3.4, on the Term Loan Maturity Date or the date of any prepayment of any Term Loan by Borrower (i) pursuant to Section 2.2(c) or (ii) as a result of the acceleration of the maturity of the Term Loans pursuant to Section 8.1(a), Borrower shall pay to each Lender an amount equal to such Lender’s Applicable Percentage of the product of (A) the principal amount of the Term Loan being paid or prepaid, multiplied by (B) 0.030 (each such product, the “**Facility Fee**”). Any and all Facility Fees shall be fully earned when paid and shall not be refundable for any reason whatsoever and shall be treated as original issue discount for U.S. federal income tax purposes.”

3. Representations and Warranties; Reaffirmation; Covenant to Deliver.

a. The Borrower hereby represents and warrants to each Lender and the Collateral Agent as follows:

- i. The Borrower has all requisite power and authority to enter into this Second Amendment and to carry out the transactions contemplated hereby.

- ii. This Second Amendment has been duly executed and delivered by the Borrower and, subject to the Legal Reservations, is the legally valid and binding obligation of such Person, enforceable against such Person in accordance with its respective terms.
- iii. The execution, delivery and performance by the Borrower of this Second Amendment have been duly authorized and do not and will not: (A) contravene the terms of such Person's Operating Documents; (B) violate any Requirements of Law, except to the extent that such violation could not, individually or in the aggregate, reasonably be expected to result in a Material Adverse Change; (C) conflict with or result in any breach or contravention of, or require any payment to be made under any provision of any security issued by such Person or of any agreement, instrument or other undertaking to which such Person is a party or affecting such Person or the assets or properties of such Person or any of its Subsidiaries or any order, writ, judgment, injunction, decree, determination or award of any Governmental Authority by which such Person or any of its properties or assets are subject, except to the extent that such conflict, breach, contravention or payment could not, individually or in the aggregate, reasonably be expected to result in a Material Adverse Change; (D) require any Governmental Approval, or other action by, or notice to, or filing with, any Governmental Authority (except such Governmental Approvals or other actions, notices and filings which have been duly obtained, taken, given or made on or before the Effective Date and are in full force and effect), except for those approvals, consents, exemptions, authorizations or other actions, notices or filings, the failure of which to obtain or make could not, individually or in the aggregate, reasonably be expected to result in a Material Adverse Change; (E) require any approval, consent, exemption or authorization, or other action by, or notice to, or filing with, any Person other than a Governmental Authority, including such Person's stockholders, members or partners, (except such approvals, consents, exemptions, authorizations, actions, notices and filings which have been or will be duly obtained, taken, given or made on or before the Effective Date and are in full force and effect), except for those approvals, consents, exemptions, authorizations or other actions, notices or filings, the failure of which to obtain or make could not, individually or in the aggregate, reasonably be expected to result in a Material Adverse Change; or (F) constitute a material breach of or a material default under (which such default has not been cured or waived) or an event of default (or the equivalent thereof, however described) under, or could reasonably be expected to give rise to the cancellation, termination or invalidation of or the acceleration of such Person's or any Subsidiary's obligations under, any Material Contract.

b. The Borrower hereby ratifies, confirms, reaffirms, and acknowledges its obligations under the Loan Documents to which it is a party and agrees that the Loan Documents remain in full force and effect, undiminished by this Second Amendment, except as expressly provided herein. By executing this Second Amendment, the Borrower acknowledges that it has read, consulted with its attorneys regarding, and understands, this Second Amendment.

4. References to and Effect on Loan Agreement. Except as specifically set forth herein, this Second Amendment shall not modify or in any way affect any of the provisions of the Loan Agreement, which shall remain in full force and effect and are hereby ratified and confirmed in all respects. On and after the Amendment Effective Date, all references in the Loan Agreement to "this Agreement," "hereto," "hereof," "hereunder," or words of like import shall mean the Loan Agreement as amended by this Second Amendment.

5. Successors and Assigns. This Second Amendment binds and is for the benefit of Borrower, the other Credit Parties, Issuer, Lenders and the Collateral Agent and their respective successors and permitted assigns.

6. Governing Law; Venue; Jury Trial Waiver. This Second Amendment shall be construed in accordance with and governed by the law of the State of New York. The provisions of Section 10 (*Choice of law, Venue and Jury Trial Waiver Etc.*) of the Loan Agreement shall apply hereto as if more fully set forth herein as if references therein to “this Agreement” were references to this Second Amendment.

7. Counterparts. This Second Amendment may be executed in any number of counterparts and by different parties on separate counterparts, each of which, when executed and delivered, is an original, and all taken together, constitute one Second Amendment. Delivery of an executed counterpart of this Second Amendment electronically or by facsimile shall be effective as delivery of an original executed counterpart of this Second Amendment.

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IN WITNESS WHEREOF, the undersigned hereto have caused this Second Amendment to be executed as of the date first written above by each of their officers thereunto duly authorized.

**LUMIRADX INVESTMENT LIMITED,
as Borrower and a Credit Party on its own behalf
and on behalf of each other Credit Party**

By /s/ Dorian LeBlanc

Name: Dorian LeBlanc

Title: Chief Financial Officer

[Signature page to Second Amendment]

**BIOPHARMA CREDIT PLC,
as Collateral Agent**

By: Pharmakon Advisors, LP,
its Investment Manager

By: Pharmakon Management I, LLC,
its General Partner

By /s/ Pedro Gonzalez de Cosio

Name: Pedro Gonzalez de Cosio
Title: Managing Member

**BPCR LIMITED PARTNERSHIP,
as a Lender**

By: Pharmakon Advisors, LP,
its Investment Manager

By: Pharmakon Management I, LLC,
its General Partner

By /s/ Pedro Gonzalez de Cosio

Name: Pedro Gonzalez de Cosio
Title: Managing Member

**BIOPHARMA CREDIT INVESTMENTS V (MASTER)
LP,
as Lender**

By: BioPharma Credit Investments V GP LLC,
its general partner

By: Pharmakon Advisors, LP,
its Investment Manager

By /s/ Pedro Gonzalez de Cosio

Name: Pedro Gonzalez de Cosio
Title: CEO and Managing Member

[Signature page to Second Amendment]

DATED:

17 JUNE 2022

LUMIRADX LIMITED

AND

BIOPHARMA CREDIT PLC

AND

BIOPHARMA CREDIT INVESTMENTS V (MASTER) LP

DEED OF AMENDMENT
of a Warrant Instrument dated 28 September 2021

THIS DEED OF AMENDMENT (“DEED”) is executed on 17 June 2022 by LumiraDx Limited (company number 314391), a company incorporated in the Cayman Islands, whose registered office is at Ocorian Trust (Cayman) Limited, PO Box 1350, Windward 3, Regatta Office Park, Grand Cayman KY1-1108, Cayman Islands (the “**Company**”), BioPharma Credit PLC, a public limited company incorporated under the laws of England and Wales with company number 10443190 (“**BioPharma Credit**”) and BioPharma Credit Investments V (Master) LP, a Cayman Islands exempted limited partnership acting by its general partner, BioPharma Credit Investments V GP LLC (“**BioPharma Credit Investments V** and, together with BioPharma Credit, the “**Warranholders**”).

WHEREAS

- (A) The Company and the Trustee are the Warranholders are party to warrant instrument dated 28 September (the “**Warrant Instrument**”), pursuant to which the Company has issued certain Warrants to subscribe for Common Shares to the Warranholders in accordance with the terms of the loan agreement dated 23 March 2021 between, inter alia, the Company and the Warranholders (as amended from time to time, the “**Loan Agreement**”).
- (B) In connection with a further amendment to the Loan Agreement to be entered into on or around the date of this deed, the parties hereto have agreed to amend the terms of the Warrant Instrument in the manner set out in this Deed.

AGREED TERMS

1. Definitions and interpretation

Words and expressions defined in the Warrant Instrument have the same meanings when used in this Deed unless otherwise expressly provided. Words and expressions defined in the Loan Agreement have the same meanings when used in this Deed unless otherwise expressly provided.

2. AMENDMENT

2.1 On and with effect from the earlier to occur of (i) the date of completion of a Qualifying Financing and (ii) 31 December 2022:

2.1.1 the Warrant Instrument will be amended by deleting in its entirety the definition of “Subscription Price” in clause 1.1 of the Warrant Instrument and replacing it as follows:

*““**Subscription Price**” means a subscription price per Warrant Share equal to either: (a) if a Qualifying Financing has been completed on or prior to 31 December 2022, the lower of (x) the Qualifying Financing Offer Price and (y) a price which is equal to the simple average of the Daily VWAP for the ten (10) Nasdaq trading days ending on the Nasdaq trading day occurring immediately prior to the announcement of the Qualifying Financing; or (b) if a Qualifying Financing has not been completed on or prior to 31 December 2022, a price which is equal to the simple average of the Daily VWAP for the ten (10) Nasdaq trading days ending on 31 December 2022 (or, if 31 December 2022 is not a Nasdaq trading day, the Nasdaq trading day immediately preceding 31 December 2022).”*

2.1.2 the Warrant Instrument will be amended by including the following definitions (in alphabetical order) in clause 1.1 of the Warrant Instrument:

““**Daily VWAP**” means, on any Nasdaq trading day, the per share volume-weighted average price of the Common Shares as displayed by Bloomberg in respect of the period from the scheduled open of trading until the scheduled closing of trading of the primary trading session on such day up to and including the final closing print (or, if such volume-weighted average price is unavailable, the market value of one Common Share on such day, determined using a volume-weighted average price method by a nationally recognised independent investment banking firm selected by the Company), in which case the Daily VWAP will be determined without regard to after-hours trading or any other trading outside of the regular trading session.”

““**Disqualified Equity Interests**” has the meaning ascribed to it in the Loan Agreement.”

““**Equity Interests**” has the meaning ascribed to it in the Loan Agreement.”

““**Qualifying Equity Interests**” has the meaning ascribed to it in the Loan Agreement.”

““**Qualifying Financing**” has the meaning ascribed to it in the Loan Agreement.”

““**Qualifying Financing Offer Price**” means the offer price paid by investors per share of *Qualifying Equity Interests* pursuant to the *Qualifying Financing*.”

2.1.3 the Aggregate Subscription Price shown in the Warrant Certificates issued to the Warrantheholders shall be read accordingly.

3. MISCELLANEOUS

The provisions of clauses 11 (Notices), 12 (Invalidity), 13 (Assignment), 14 (Third Party), 15 (Government Law) and 16 (Enforcement) shall apply to this Deed *mutatis mutandis*.

This Deed is executed by each of the parties hereto as a deed and delivered on the date first stated above.

[signature pages follow]

EXECUTED as a **DEED** by

) /s/ D. LeBlanc

LUMIRADX LIMITED and signed on its behalf by

)
)
)

Dorian LeBlanc, CFO

in the presence of:

/s/ P. Lattanzi
Witness

Witness name:

Witness occupation:

Witness address:

[Signature Page to Deed of Amendment]

EXECUTED as a **DEED** by

) /s/ Pedro Gonzalez de Cosio

BIOPHARMA CREDIT PLC,

)
)
)

By: Pharmakon Advisors, LP, its investment manager

By: Pharmakon Management I, LLC, its general partner and signed on its behalf by Pedro Gonzalez de Cosio in the presence of:

/s/ J. Caprio

Witness

Witness name:

Witness occupation:

Witness address:

Signature page to the Deed of Amendment

EXECUTED as a **DEED** by

) /s/ Pedro Gonzalez de Cosio

BIOPHARMA CREDIT INVESTMENTS V (MASTER) LP,

)

)

By: BioPharma Credit Investments V GP LLC, its general partner

)

By: Pharmakon Advisors, LP, its investment manager and signed on its behalf by Pedro Gonzalez de Cosio in the presence of:

/s/ J. Caprio

Witness

Witness name:

Witness occupation:

Witness address:

Signature page to the Deed of Amendment