

## PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1  
 Stylesheet Version v1.2

EPAS ID: PAT4178304

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT
<b>CONVEYING PARTY DATA</b>	
<b>Name</b>	<b>Execution Date</b>
LABORATORIOS ANDROMACO S.A.	07/27/2016
<b>RECEIVING PARTY DATA</b>	
<b>Name:</b>	LABORATORIOS ANDROMACO S.A.
<b>Street Address:</b>	AV. QUILÍN 5273
<b>City:</b>	PEÑALOLÉN, SANTIAGO
<b>State/Country:</b>	CHILE
<b>PROPERTY NUMBERS Total: 5</b>	
<b>Property Type</b>	<b>Number</b>
<b>Application Number:</b>	12811021
<b>Application Number:</b>	13053751
<b>Application Number:</b>	14367678
<b>Application Number:</b>	14367826
<b>Application Number:</b>	14405037
<b>CORRESPONDENCE DATA</b>	
<b>Fax Number:</b>	(612)332-9801
<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>	
<b>Phone:</b>	6123325300
<b>Email:</b>	crogers@merchantgould.com
<b>Correspondent Name:</b>	MERCHANT & GOULD P.C.
<b>Address Line 1:</b>	P.O. BOX 2903
<b>Address Line 4:</b>	MINNEAPOLIS, MINNESOTA 55402
<b>ATTORNEY DOCKET NUMBER:</b>	17458.00000001
<b>NAME OF SUBMITTER:</b>	DIANNA G. EL HIOUM
<b>SIGNATURE:</b>	/Dianna G. El Hioum/
<b>DATE SIGNED:</b>	12/09/2016
<b>Total Attachments: 14</b>	
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ACUERDO DE CESIÓN DE  
SOLICITUDES/REGISTROS DE  
PATENTES Y DISEÑO INDUSTRIAL  
DE  
LABORATORIOS ANDROMACO S.A.  
A  
LABORATORIOS ANDROMACO S.A.

En Santiago de Chile, a 11 de diciembre de 2015, de **LABORATORIOS ANDROMACO S.A.**, sociedad organizada y válidamente constituida bajo las leyes de Chile, Rol Único Tributario N° 92.448.000-9, domiciliada en Av. Quilín 5273, Peñalolén, Santiago, Chile, representada por **Valentina Venturelli Santa María**, RUT N° 15.589.403-2, domiciliada para estos efectos en Nueva Tajamar 481, Torre Norte, Piso 21, Las Condes, Santiago, Chile, en adelante la "CEDENTE", por una parte y, por la otra, **LABORATORIOS ANDROMACO S.A.**, sociedad organizada y válidamente constituida bajo las leyes de Chile, Rol Único Tributario N° 76.237.266-5, domiciliada en Av. Quilín 5273, Peñalolén, Santiago, Chile, representada por **Juan Francisco Reyes Taha**, RUT N° 13.829.167-7, domiciliado para estos efectos en Nueva Tajamar 481, Torre Norte, Piso 21, Las Condes, Santiago, Chile, en adelante la "CESIONARIA", quienes declaran que han convenido en la siguiente acuerdo de cesión de solicitudes/registros de patentes y diseño industrial:

**PRIMERO: Individualización del Acuerdo.**

Por este acto las partes celebran un acuerdo de cesión que se registrará por las cláusulas siguientes y en lo no previsto por las disposiciones aplicables de la Ley 19.039 sobre Propiedad Industrial, artículos 1793 y siguientes del Código Civil y demás disposiciones legales y reglamentarias aplicables.

**SEGUNDO: Singularización de las solicitudes/registros de patentes y diseño industrial**

La **CEDENTE** es dueña de las solicitudes/registros de patentes y diseño industrial individualizadas en el "Listado" adjunto.

**TERCERO: Cesión**

La **CEDENTE** vende, cede y transfiere todos sus derechos, títulos e intereses en relación a las solicitudes/registros de patentes y diseño industrial individualizadas en la cláusula

PATENT APPLICATIONS/  
REGISTRATIONS AND INDUSTRIAL  
DESIGN ASSIGNMENT AGREEMENT  
FROM  
LABORATORIOS ANDROMACO S.A.  
TO  
LABORATORIOS ANDROMACO S.A.

In Santiago, Chile, on December 11, 2015, from **LABORATORIOS ANDROMACO S.A.**, a company organized and existing under the laws of Chile, Taxpayer Number No. 92.448.000-9, domiciled at Av. Quilín 5273, Peñalolén, Santiago, Chile, represented by **Valentina Venturelli Santa María**, ID No. 15.589.403-2, domiciled for these purposes at Nueva Tajamar 481, Torre Norte, Piso 21, Las Condes, Santiago, Chile, hereinafter referred to as the "ASSIGNOR", on the one part, and on the other part, **LABORATORIOS ANDROMACO S.A.**, a company organized and existing under the laws of Chile, Taxpayer Number No. 76.237.266-5, domiciled at Av. Quilín 5273, Peñalolén, Santiago, Chile, represented by **Juan Francisco Reyes Taha**, ID No. 13.829.167-7, domiciled for these purposes at Nueva Tajamar 481, Torre Norte, Piso 21, Las Condes, Santiago, Chile, hereinafter referred to as the "ASSIGNEE", who state that they have agreed the following patent applications/registrations and industrial design assignment agreement:

**ONE: Specification of the Agreement**

The parties hereto enter into an assignment agreement to be governed by the clauses herein below and, as to the matters not covered therein, by the applicable provisions of Law N° 19.039 on Industrial Property, Article 1793 and following ones of the Civil Code, as well as by any other appropriate legal and regulatory provisions.

**TWO: Description of the patent applications/registrations and industrial design**

The **ASSIGNOR** is the owner of the following patent applications/registrations and industrial design individualized in the "Schedule" attached.

**THREE: Assignment Agreement**

The **ASSIGNOR** sells, assigns and transfer all of its rights, titles and interests of the patent applications/registrations and industrial design individualized in the before

anterior, con completa garantía de título a favor de la **CESIONARIA** (a título oneroso lo que la **CEDENTE** reconoce por el presente instrumento).

**CUARTO: Declaraciones.**

La **CEDENTE** declara que las solicitudes/registros de patentes y diseño industrial que cede se encuentran actualmente solicitadas a su nombre y que no han sido licenciadas a terceros.

**QUINTO: Domicilio**

Para todos los efectos de este acuerdo, las partes fijan su domicilio en la ciudad y comuna de Santiago y se someten a la jurisdicción de sus Tribunales de Justicia.

**SEXTO: Registro**

Se faculta al portador de copia autorizada del presente acuerdo para requerir y firmar las anotaciones y sub-inscripciones que fueran procedentes ante las autoridades de patentes o diseños que corresponda.

mentioned clause, with full title guarantee to the **ASSIGNEE** (for good and valuable consideration which consideration is hereby acknowledged by the **ASSIGNOR**).

**FOUR: Declarations**

The **ASSIGNOR** declares that the patent applications/registrations and industrial design assigned hereunder are currently filed under its name and that they have not been licensed to third parties.

**FIVE: Domicile**

For all the purposes of this agreement, the parties hereto elect domicile in the city and commune of Santiago and submit to the jurisdiction of its Courts of Justice.

**SIX: Registration**

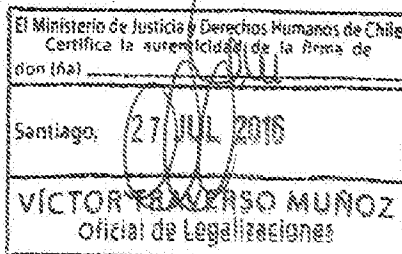
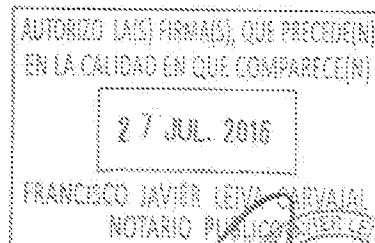
The bearer of an authorized copy of this agreement is hereby empowered to request and sign any relevant new registrations and entries before the relevant Patent and Design authorities.

Valentina Venturelli Santa María

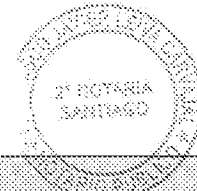
pp. **LABORATORIOS ANDROMACO S.A.**  
RUT 92.448.000-9  
(**CEDENTE/ASSIGNOR**)

Juan Francisco Reyes Taha

pp. **LABORATORIOS ANDROMACO S.A.**  
RUT 76.237.266-5  
(**CESIONARIA/ASSIGNEE**)



## LISTADO / SCHEDULE



Patent Office (Country)	Status	Application Number	Applicant (s)	Application Date	Claimed Protection
United States of America	In Process	12/811,021	U. de La Frontera - U. Federal de Sao Paulo y Lab. Andr�maco	10/1/2010	Compositions and methods for treating erectile dysfunction (Peptide from spider venom)
United States of America	Granted	13053751	U. de La Frontera - U. de Chile - U. Federal de Sao Paulo y Lab. Andr�maco	3/22/2011	Contraceptive peptides derived from spider venom
United States of America	In Process	14/367,678	Lab. Andr�maco S.A.	6/20/2014	Vaginal ring comprising meloxicam useful as contraceptive
United States of America	In Process	14/367,826	U. de Chile - Lab Andr�maco	6/20/2014	Vaginal ring comprising DHEA useful in treatment of diminished ovarian reserve
United States of America	In Process	14/405,037	Lab. Andr�maco S.A.	12/2/2014	Cerclage pessary containing progesterone, useful for the prevention of preterm birth

BOOK OF REGISTRY N° 11.155-2.014.-

STATEMENT OF MATERIALIZATION OF THE MERGER BY ACQUISITION OF  
LABORATORIOS ANDRÓMACO S.A.

BY

LABORATORIOS ANDRÓMACO S.A. (EX INVERSIONES GRUCHI S.A.)

In Santiago of Chile, September first of the year two thousand fourteen, before me, María Virginia Wielandt Covarrubias, Attorney, Public Notary, substitute of the Fifth Notary of Santiago Mr. Patricio Raby Benavente, according to a Court Decree formalized under the number ten thousand eight hundred thirty seven, dated August twenty sixth of two thousand fourteen, both of them domiciled in Gertrudis Echeñique thirty, office forty four, Las Condes, Santiago,

APPEARING PARTIES: Mr. Juan Pablo Wilhelmy Gorget, Chilean, Married, Attorney, national identification number eight million three hundred and twenty nine thousand one hundred eighty five dash zero on behalf of LABORATORIOS ANDRÓMACO S.A. (EX INVERSIONES GRUCHI S.A.), commercial company, taxpayer identification number seventy six

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million two hundred thirty seven thousand two hundred sixty six dash five, hereinafter and indistinctly the "Acquiring company", On the one hand, and for the other, Mr. NOEL PATRICK BALARESQUE GRAY, Chilean, Married, Attorney, national identification number ten million nine hundred eighty three thousand seventy three dash nine on behalf of LABORATORIOS ANDRÓMACO S.A., commercial company, taxpayer identification number ninety two million four hundred forty eight thousand dash nine, hereinafter and indistinctly the "Acquired company", all of the above domiciled for these purposes in Quilín Avenue number five thousand two hundred seventy three, district of Peñalolén, The appearing parties, of legal age, who prove their identities with the abovementioned national identification cards, state: FIRST: for the purpose of the granting of this deed, the appearing parties put on record that in extraordinary shareholders meeting, both the acquiring company and the acquired company, both meetings held on August twenty ninth of the present year, at nine thirty and ten respectively, whose proceedings were

recorded in a Public Deed at the date of celebration, at this same Notary, it was approved the merger by

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acquisition of LABORATORIOS ANDRÓMACO S.A. by LABORATORIOS ANDRÓMACO S.A. (EX INVERSIONES GRUCHI S.A.), the latter absorbing the first, with effect and full force from September first of two thousand fourteen. SECOND: By the present instrument, the appearing parties vested with legal representation and duly empowered, hereby declare that the merger by acquisition is materialized and perfected, by the acquisition of LABORATORIOS ANDRÓMACO S.A. by LABORATORIOS ANDRÓMACO S.A. (EX INVERSIONES GRUCHI S.A.) with the same date. THIRD: The appearing parties, vested with legal representation, on the occasion of the merger of the acquiring company with the acquired company having been materialized and perfected, as indicated in the clause above, state and put on record the following: A/ That the merger has been perfected and materialized with this date, in accordance with the agreements for the merger adopted by the extraordinary shareholders meetings of the acquiring company and the acquired company, Specified in the first clause above, producing the dissolution of LABORATORIOS ANDRÓMACO S.A., taxpayer identification number ninety two million four hundred forty eight thousand dash nine. B/ That by agreement of the extraordinary shareholders meetings already

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mentioned, all the rights and obligations related to the withdrawal rights that arise for the dissenting shareholders due to the merger, will be assumed entirely by the acquiring company. C/ The parties put on record that the share composition of LABORATORIOS ANDRÓMACO S.A., after the materialization of the merger, and without prejudice to exercising the withdrawal rights by the dissenting shareholders, is the following: (i) GRÜNENTHAL GmbH holds eight million four hundred eighteen thousand three hundred five shares, representing ninety nine point zero three eight eight eight percent; (ii) LIBRA PHARM GmbH holds seven thousand six hundred sixty shares, representing zero point zero nine zero one one eight percent; (iii) ISABEL BARRON SAN MARTIN INVERSIONES E.I.R.L., holds forty two thousand thirty seven shares, representing zero point four nine four five five percent; (iv) INVERSIONES TACORA LIMITADA, holds twenty three thousand five hundred seventy seven shares, representing zero point two seven seven three eight percent; (v) INVERSIONES SIERRA BLANCA LIMITADA, holds one thousand five hundred eighty two shares, representing zero point one eight six one percent; (vi) TANNER C DE B S.A.,

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holds one thousand four hundred fifty five shares, representing zero point zero one seven one two percent; (vii) MR. ARTURO HERNAN BAIER HEINRICH, holds one thousand one hundred seventy nine shares, representing zero point zero one three eight seven percent; (viii) SANTANDER S.A. C DE B holds eight hundred ninety six shares, representing zero point zero one zero five four percent; (ix) BANCHILE C DE B S.A. holds eight hundred forty nine shares, representing zero point zero zero nine nine nine percent; (x) INMOBILIARIA E INVERSIONES SICSA S.A. holds five hundred eighty two shares, representing zero point zero zero six eight five percent; (xi) IM TRUST S.A. C DE B holds three hundred thirty three shares, representing zero point zero zero three nine two percent; (xii) BOLSA DE CORREDORES BOLSA DE VALORES holds three hundred twenty eight shares, representing zero point zero zero three eight six percent; (xiii) BICE INVERSIONES CORREDORES DE BOLSA S.A. holds two hundred sixty two shares, representing zero point zero zero three zero eight percent; (xiv) BCI C DE B S.A. holds two hundred thirty shares, representing zero point zero zero

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two seven one percent; (xv) LARRAIN VIAL S.A. CORREDORA DE BOLSA holds one hundred seventy six shares, representing zero point zero zero two zero seven percent; (xvi) NEGOCIOS Y VALORES S.A. C DE B holds one hundred twenty four shares, representing zero point zero zero one four six percent; (xvii) CHILE MARKET S.A. C DE B holds eighty seven shares, representing zero point zero zero one zero two percent; (xviii) CONSORCIO C DE B S.A. holds eighty six shares, representing zero point zero zero one zero one percent; (xix) PENTA C DE B S.A. holds seventy eight shares, representing zero point zero zero zero nine two percent; (xx) BTG PACTUAL CHILE S.A. C DE B, holds seventy five shares, representing zero point zero zero zero eight eight percent; (xxi) VALORES SECURITY S.A. C DE B holds seventy one shares, representing zero point zero zero zero eight four percent; (xxii) MRS. ATENAS ARANCIBIA ARTEMIRA LIVIA holds eleven shares, representing zero point zero zero zero one three percent; (xxiii) RAIMUNDO SERRANO MC AULIFFE C DE B A S.A. (xxiv) CORPBANCA

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CORREDORES DE BOLSA S.A. holds four shares, representing zero point zero zero zero zero five percent; (xxiv) SCOTIA CORREDORA DE BOLSA CHILE S.A. holds three shares, representing zero point zero zero zero zero four percent; (xxvi) BANCOESTADO S.A. C DE B holds one share, representing zero point zero zero zero zero one percent.



D/ That on the occasion of the merger and under the provisions of article ninety nine of the Companies Law, LABORATORIOS ANDRÓMACO S.A. (EX INVERSIONES GRUCHI S.A.) is the successor and legal follower of LABORATORIOS ANDRÓMACO S.A., whose right and obligations are deemed to continue in the acquiring company, having been incorporated into the acquiring company the entirety of the assets and the shareholders of the acquired company. Thus, it has been incorporated into LABORATORIOS ANDRÓMACO S.A. (EX INVERSIONES GRUCHI S.A.) all the assets, permits, licenses and liabilities of the acquired company, as well as all its rights and obligations, without prejudice to require from the appropriate institutions, services, agencies, registries and authorities, and authorities, the authorizations, changes of name, inscriptions, modifications, annotations and other relevant procedures, in all cases in which

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they are required, in order to have the above duly enrolled, registered, annotated or granted on behalf of the acquiring company E/ To the effects of the provisions of article sixty nine of the Tax Code, LABORATORIOS ANDRÓMACO S.A. (EX INVERSIONES GRUCHI S.A.), duly represented, as the successor and legal follower to the acquired company, is jointly and severally liable and obligated to pay all taxes due or that may become due by the acquired company, especially those arising from the closing balance that should be made in accordance with the said article sixty nine of the Tax Code. F/ Hereby, the acquiring company assumes on its behalf and at its expense all the business and accounting operations relating to the assets and liabilities of the acquired company which under the merger lies in the former. G/ The acquiring company, through its representative, claims to have received materially, with this date, all the assets, rights and liabilities that compose the assets and liabilities of the acquired company, all of which appear registered in the books of the latter. FOURTH: The appearing parties, by virtue of the representation vested in them and without prejudice to the powers granted by the acquiring company and

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the acquired company, for this purpose declare the following: A/ that they enable the bearer of an authorized copy of this public deed to request the annotations, inscriptions, sub inscriptions, modifications and other procedures relevant in all kinds of registers, whether real estate, commerce, mortgages, liens, prohibitions, shareholders registry and all other record in which it is registered assets or rights of the acquired company, so that; /i/ the necessary inscriptions be carried out in the name of LABORATORIOS ANDRÓMACO S.A.; /ii/ The merger referred to in the above clauses be put on record in the inscriptions; and /iii/ to put on record that the entirety of the assets and rights of the acquired

company have been lain and incorporated in the acquiring company, being LABORATORIOS ANDRÓMACO S.A. the successor and legal follower of the acquired company, LABORATORIOS ANDRÓMACO S.A. B/ that they grant to Mrs. Catalina von Dessauer Feijoo, national identification number sixteen million ninety eight thousand two hundred ninety three dash four, Mr. Albert Harsch Friederichs, national identification number seventeen million one hundred seventy six thousand five hundred nine dash nine, Mrs.

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Francisca Beatriz Hernández Eyssautier national identification number eighteen million one hundred seventy three thousand four hundred four dash three, Mr. Roberto Gassmann Poniachik, national identification number eighteen million three hundred ninety thousand six hundred forty nine dash six, a power of attorney, in order that, any of them, acting in the name and on behalf of one or both principals, that is, LABORATORIOS ANDRÓMACO S.A. and LABORATORIOS ANDRÓMACO S.A., represent them after the materialization of the merger formalized by the present instrument, with the following faculties: to point out and identify, in public or private deeds, all the assets, rights and others of the acquired company that on the occasion of the merger stated above should be registered in the name of the acquiring company, whether through the inscription in the name of the latter or appropriate margin notes in the current and valid inscriptions and/or registers, being able to formulate statements and carry out, execute and celebrate as many procedures, acts and contracts as may be necessary so that the assets, obligations, rights, permits, patents, concessions, authorizations and others of the acquired company be definitive and totally

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incorporated, registered or enrolled in the name of and lain in the acquiring company. To this end, and without intending that the following list implies limitation, the principals will be able to: one. formulate statements and carry out, execute and celebrate as many procedures, acts and contracts as may be necessary so that the assets, obligations, rights, permits, patents, concessions, authorizations and others of the acquired company be definitive and totally incorporated, enrolled in the name of and lain in the acquiring company, whether through public or private instruments; two. File applications and carry out formalities and procedures before all kinds of agencies and authorities; three. Request authorizations and permits, as well as clarifications, changes of name and modifications of the existing authorizations and permits; four. Require the inscriptions, sub inscriptions, annotations, cancelations and other procedures necessary in all kinds of registers, whether real estate, commerce, mortgages, liens, prohibitions, shareholders records and

every other register in which the assets or rights of the acquired company are enrolled; five. Carry out cessions, endorsements and transfers of the rights and shares of the acquired company and grant and sign the documents in which it is recorded,

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being able to accept these cessions, endorsements and transfers; six. Delegate the present mandate to one or more people, as a whole or in part, being empowered to resume the mandate as many times as necessary. seven. Carry out all the necessary procedures to communicate to the Internal Revenue Service, municipalities and other public agencies, what was agreed in the extraordinary shareholders meetings of the principals' companies celebrated on September first two thousand fourteen, being able to draft and sign whatever application and/or presentation be necessary. To this effect, the appearing parties put on record that the powers granted in the present clause do not revoke nor overrule, expressly or tacitly, other powers or mandates granted by the acquiring company and the acquired company before this date, which has not been expressly overruled. Fifth. The acquiring company and the acquired company, both duly represented state: one. That within the assets, rights and permits owned by the acquired company and that on the occasion of the merger mentioned in the preceding clauses had been incorporated into the acquiring company, and have become of domain or ownership of the latter, are those which come to be

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individualized next for the purposes of their enrollment in the name of the acquiring company in the appropriate registers, that is: (I) REAL ESTATE. Lot number one of the subdivision plat of the property located on Quilín Avenue number five thousand two hundred seventy three, district of Peñalolén, Metropolitan Region, that limits: North: in one hundred forty five meters with Quilín Avenue; South: in one hundred forty five meters with the rest of the property, or lot three of the subdivision; East: in one hundred seventy seven point fifty one meters with the rest of the property; and West: in one hundred seventy seven point fifty one meters with Plot three, today owned by Mr. Javier Echeverría Vial and another neighboring various properties located facing the street "La Senda del Viñatero". The property was acquired by purchase from Banco Santander as recorded in a public deed of sale dated May twentieth two thousand nine issued in the notary of Mr. Juan Ricardo San Martín Urrejola under the number twelve thousand six hundred twenty dash two thousand nine in the register book. The real estate is registered under its name in page twenty eight thousand nine hundred thirty nine, number forty five thousand seven hundred ninety of the Property Register of the Santiago Real Estate Register

corresponding to the year two thousand nine. This property is assigned the appraisal role number nine thousand ninety three dash two of the district of Peñalolén. (II) MOTOR VEHICLES. (A) VAN, brand FIAT, model FIORINO FIRE one point three, year two thousand six, with motor number six four nine one six two nine, inscription in the Registry of Motor Vehicles number ZN point one four seven three dash one, color WHITE BANCHISA, Chassis number nine BD two five five two one A six eight seven six two one seven seven. (B) STATION WAGON, brand HYUNDAI, model SANTA FE GLS four WD two point four AT, year two thousand thirteen, with motor number G four KEDU zero six seven six eight two, inscription in the Registry of Motor Vehicles number FWBK point four eight dash three, color PLATINUM SILVER, Chassis number KMHSU eight one CDDU one six three seven nine five. (C) STATION WAGON, brand HYUNDAI, model SANTA FE GLS FULL four WD two point four AT, year two thousand thirteen, with motor number G four KEDU zero four six five one seven, inscription in the Registry of Motor Vehicles number FVDR point eighty four dash eight, color silver, Chassis number KMHSU eight one CDDU one four nine one one four. (D) STATION WAGON, brand HYUNDAI, model SANTA FE GLS FULL four WD two point four AT, year two thousand thirteen, with motor number G four KEDU zero seven zero nine two four, inscription in the Registry of Motor Vehicles number FWBK point

Forty nine dash one, BLACK color, chassis number KMHSU eighth one CDDU one six four one nine four.

(III) SHARES IN CHILEAN COMPANIES. (A) Corporate rights. Ninety nine point nine percent of the corporate rights of FARMA STORAGE LIMITADA, taxpayer identification number ninety six million six hundred ninety nine thousand seven hundred thirty dash three, limited liability company registered on page five thousand seven hundred ninety eight, number four thousand seven hundreds forty six of the Register of Commerce of the Santiago Real Estate Register from year one thousand nine hundred ninety four. (B) SHARES. (B point one) seventeen million three hundred fifty eight thousand eight hundred forty seven shares, from the closed stock company LABORATORIOS SILESIA S.A., taxpayer identification number ninety one million eight hundred seventy one thousand dash zero, registered on page three thousand three hundreds thirty one, number one thousand seven hundred and nine of the Register of Commerce of the Santiago Real Estate Register from year one thousand nine hundred sixty. (B point two) Fifty nine thousand four hundred shares from the closed stock company MASTR CARE S.A., taxpayer identification number seventy nine

million six hundred fifty seven thousand six hundred eighty dash four, registered on page seven thousand nine hundred and ten, number five thousand twenty four of the Register of Commerce of the Santiago Real Estate Register from year one thousand nine hundred eighty six. **(B point three)** Two thousand one hundred nineteen shares from the closed stock company LABORATORIO DE DIAGNOSTICO GAM S.A., taxpayer identification number seventy eight million nine hundred fifty seven thousand eight hundred and ten dash nine, registered on page one thousand and six, number seven hundred eighty one of the Register of Commerce of the Santiago Real Estate Register from year one thousand nine hundred ninety seven. **(B point four)** Eight hundred shares from the closed stock company DIAGNOTEC COMERCIAL S.A., taxpayer identification number seventy six million thirty seven thousand five hundred forty six dash two, registered on page forty seven thousand five hundred twenty, number thirty two thousand seven hundred sixty seven of the Register of Commerce of the Santiago Real Estate Register from year two thousand and eight. **(B point five)** Forty five shares from the closed stock company PROXIMITAS CHILE S.A., taxpayer identification number seventy six million seven hundred eighty seven thousand two hundred ninety dash

nine, registered on page nine thousand nine hundred forty five, number seven thousand two hundred seventy two of the Register of Commerce of the Santiago Real Estate Register from year two thousand and seven. **(B point six)** Two thousand five hundred seventy one shares from joint stock company KINOSTICS SpA, taxpayer identification number seventy six million two hundred fourteen thousand eighty three dash seven, registered on page thirty two thousand seven hundred eighty six, number twenty three thousand and twenty eight of the Register of Commerce of the Santiago Real Estate Register from year two thousand and twelve.

**(IV) SHARES IN FOREIGN COMPANIES/PARTNERSHIPS.** **(A)** Ninety nine point nine eight eight percent of the capital from the limited liability company ABL PHARMA BOLIVIA LTDA., taxpayer identification number one zero two zero five nine seven zero two six. **(B)** Ninety nine point nine percent of the capital from the limited liability company ABL TRADING INTERNATIONAL LTD., **(C)** Ninety nine point nine percent of the capital from the limited liability company ABL PHARMA DOMINICANA S.R.L., whose taxpayer identification number is one three zero two nine one eight seven dash one. **(D)** Ninety nine percent of the capital

from the limited liability company ABL PHARMA COLÓN S.A., whose taxpayer identification number is five five two seven one nine dash zero zero zero one dash four four three six nine three dash D V zero six.

**(VI) TRADEMARKS.** Registered trademarks and under application, which are singled out in the list, duly signed by the parties, it is understood to be an integral part of the present public deed and its protocol is done using this same date and at this same public notary under the name of MATERIALIZATION OF THE MERGER BY ACQUISITION OF LABORATORIOS ANDRÓMACO S.A. BY LABORATORIOS ANDRÓMACO S.A. (EX INVERSIONES GRUCH S.A.).

**(VII) HEALTH REGISTRY/SANITARY AUTHORIZATION.** Which are singled out in the Health registry/Sanitary authorization, duly signed by the parties, it is understood to be an integral part of the present public deed and its protocol is done using this same date and at this same public notary under the name of MATERIALIZATION OF THE MERGER BY ACQUISITION OF LABORATORIOS ANDRÓMACO S.A. BY LABORATORIOS ANDRÓMACO S.A. (EX INVERSIONES GRUCH S.A.).

**(VIII) PATENTS AND INDUSTRIAL DESIGN.** Which are singled out in the patent list, duly signed by the parties, it is understood to be an integral part of the present public deed and its protocol is done using this same date and at this same public notary under the name of MATERIALIZATION

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OF THE MERGER BY ACQUISITION OF LABORATORIOS ANDRÓMACO S.A. BY LABORATORIOS ANDRÓMACO S.A. (EX INVERSIONES GRUCH S.A.).

**(IX) DOMAINS CORRESPONDING TO INTERNET WEB SITES.** Which are singled out in the web domains list, duly signed by the parties, it is understood to be an integral part of the present public deed and its protocol is done using this same date and at this same public notary under the name of MATERIALIZATION OF THE MERGER BY ACQUISITION OF LABORATORIOS ANDRÓMACO S.A. BY LABORATORIOS ANDRÓMACO S.A. (EX INVERSIONES GRUCH S.A.).

**(X) RENEWAL OF THE OPERATION LICENSE FOR PHARMACEUTICAL LABORATORY PRODUCTION.** Resolution number two thousand ninety five on date June the second of two thousand thirteen, issued by National Medicines Agency, division of inspection, which renews the operation license for pharmaceutical laboratory production property of LABORATORIOS ANDRÓMACO S.A., located in the city of Santiago at Quilin avenue number five thousand two hundred seventy three, district of Peñalolén and the

amendment put on record in the resolution number two thousand ninety dated June the nineteenth of two thousand and thirteen, issued by the same authority. Two. It is stated

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that the values of each one of the properties indicated in the present clause, are contained at the accounting entries of the acquired company and will be certified if necessary with a corresponding certificate or statement, according to corresponding procedure and requirements.

SIXTH: For all legal effects that arise from the present instrument, the appearing parties establish their domicile in the city and district of Santiago, submitting to the jurisdiction and competence of their courts of justice.

SEVENTH: All expenses, taxes and notarial fees originated and connected to the present deed will be charged to the acquiring company.

Designated signing representatives. The designated signing representative JUAN PABLO WILHELMY GORGET to represent the Acquiring Company, recorded in a public deed dated august twenty ninth of two thousand fourteen, expended at the fifth notary of Santiago belonging to PATRICIO RABY BENAVENTE. The designated signing representative NOEL PATRICK BALARESQUE GRAY to represent the Acquired Company, recorded in a public deed dated august twenty ninth of two thousand fourteen, granted at the fifth notary of Santiago belonging to PATRICIO RABY BENAVENTE. The above mentioned public deeds are not included as they are known by

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all parties and the notary who is authorizing.-

As proof, and after previous reading, the appearing parties have signed. I hereby certify.-  
[firma]

p.p. LABORATORIOS ANDRÓMACO S.A. (EX INVERSIONES GRUCHI S.A.)

p.p. LABORATORIOS ANDRÓMACO S.A.

PUBLIC NOTARY

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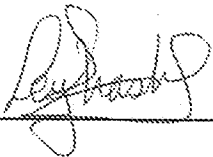
The previous public deed it is stated (states the following document) ....:

Tesorería CL.- Debt certificate.- Name: Laboratorios Andrómaco S.A.- Address: Quilín 5273.- ROL (property registration number): 322-09093-002.- District: Peñalolen. Total paid outstanding debt: \$13.373.275.- Outstanding debt.- Form: 30.- Due date: 30-Nov-2014.- Net debt: 13.373.275.- Total: \$13.373.275.- Certificate's issue date: 16-09-2014.- Paid at: 16-09-2014.- (Conforme).- I hereby certifies.-

Public notary.

Stamp: It is a true copy of its original. Signed, Santiago 16-Sept-2014

Date \_\_\_ of November 2016.



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Translator: Leila Irina Nash Saez