

# SETTLEMENT AGREEMENT AND RELEASE

## I. PREAMBLE

As a preamble to this Agreement, the Parties agree to the following:

- A. The parties to this Settlement Agreement and Release (“Agreement”) are (i) the State of Texas (the “STATE”) and (ii) Apotex Corp. (“APOTEX”). The STATE and APOTEX are each individually referred to as a “Party” and collectively referred to as the “Parties.”
- B. The STATE contends, and Apotex denies, that between January 1, 1991 and the date of the execution of this Agreement during the Specified Time Period, Apotex committed unlawful acts under section 36.002 of the TMFPA when it knowingly made, or caused to be made, false statements and misrepresentations of material fact to the Texas Medicaid program, and concealed, or failed to disclose, the truth to the Texas Medicaid program with respect to each of the Subject Drugs in one or more of the following ways:
  1. Reporting (or causing to be reported) false and/or inflated prices (including those Apotex reported in response to Texas Medicaid’s requests for the “Average of Suggested Wholesale Price to Pharmacy (AWP),” “Average Wholesale Price (“AWP”), “Average Manufacturer Price (AMP),” “Price to Wholesaler and/or Distributor,” “Price to Wholesaler/Distributor,” “Direct Price to Pharmacy,” “Price to Chain Warehouse,” “Special Price to Chain Warehouse,” “Central Purchase Price to Chain (such as warehouse price),” “Direct Price to Chain

Pharmacy,” “Special Price to Institutional Pharmacy (Nursing Home, Home Health Care),” “Institutional or Other Special Contract Price (Nursing Home, Home Health Care),” “Institutional or Other Contract Price (Nursing Home, Home Health Care),” “Direct Price to Long Term Care Pharmacy,” or “Other Price”) that did not represent the prices APOTEX’s customers paid in the marketplace for the Subject Drugs, and concealing the prices APOTEX’s customers paid in the marketplace for the Subject Drugs;

2. Concealing or otherwise failing to disclose decreases in the prices of the Subject Drugs;
3. Concealing or otherwise failing to disclose events or transactions that decreased the prices of the Subject Drugs to APOTEX’s customers;
4. Failing to disclose the prices generally and currently paid by APOTEX’s customers in the marketplace for the Subject Drugs;
5. Falsely reporting that the prices of the Subject Drugs were increasing when the prices generally and currently paid by APOTEX’s customers were decreasing or remaining the same;
6. Falsely reporting that APOTEX did not sell the Subject Drugs to a specific sector or market segment (also known as a “class of trade”);  
or

7. Concealing or otherwise failing to disclose that APOTEX sold the Subject Drugs to a specific class of trade.

The State further contends (and Apotex denies), that the conduct described in this Paragraph B directly or indirectly resulted in Texas Medicaid paying reimbursements to Texas pharmacies that were based on the false or inflated prices APOTEX reported to the VDP rather than the prices the pharmacies paid to acquire the Subject Drugs.

- C. This Agreement is the result of the Parties' compromise on disputed issues of fact and law concerning the Covered Conduct (defined in section II) and is neither an admission of facts or liability by APOTEX nor a concession by the STATE that the STATE's allegations and claims are not well-founded. The STATE agrees that it will not urge or seek to admit this Agreement as evidence of any fault or wrongdoing on the part of the Released Parties in any investigation, administrative claim, action, suit, or proceeding, or federal or state court or arbitration proceeding unless ordered to do so by a state court, federal court, or arbitration panel.
- D. As a result of a mutual desire to settle their disputes and to avoid the delay, expense, inconvenience, and uncertainty of protracted investigation or litigation of the STATE's claims concerning the Covered Conduct, the Parties have reached a full and final settlement of the STATE's claims as set forth in this Agreement. The Parties acknowledge and agree that the settlement is not punitive in purpose or effect.

- E. APOTEX has denied and continues to deny the STATE's allegations or any wrongdoing the STATE alleges concerning the Covered Conduct. This Agreement does not constitute an admission of fault or liability by Apotex, nor does it constitute evidence of any liability or unlawful conduct on the part of Apotex.
- F. This Agreement is intended to fully and finally resolve the Released Claims defined in section II.
- G. The Parties understand, acknowledge and agree that (i) they have each performed an independent investigation of the allegations of fact and law made in connection with the Covered Conduct and Subject Drugs and (ii) they each may hereafter discover facts in addition to, or different from, those that they now know or believe to be true with respect to the Covered Conduct and Subject Drugs. Nevertheless, it is the Parties' intention to resolve their disputes pursuant to the terms of this Agreement and, thus, in furtherance of their intentions, the Agreement shall remain in full force and effect notwithstanding the discovery of any additional facts or law, or changes in law, and the Agreement shall not be subject to rescission or modification by reason of any change or difference in the facts or law with respect to the subject matter of this Agreement or the Covered Conduct and the Subject Drugs.
- H. The STATE has concluded that this Agreement is in the public interest and is fair, adequate, and reasonable under the circumstances.

- I. This Agreement becomes effective on the Effective Date (defined in section II).

## II. DEFINITIONS

This Agreement uses the following definitions:

- A. “STATE” means collectively (1) the State of Texas, and any of its past, present, and successor political subdivisions, officers, agents, entities, divisions, agencies, commissions, departments, administrators, employees, attorneys, and legal representatives and (2) any insurers and reinsurers of those identified in definition A(1).
- B. “APOTEX” means Apotex Corp.
- C. “RELEASED PARTIES” collectively means APOTEX and each of APOTEX’s respective past, present, and successor holding companies, parents, subsidiaries, affiliates, entities, divisions, officers, directors, members, partners, limited partners, principals, assigns, representatives, employees, agents, servants, owners, shareholders, insurers, and attorneys.
- D. “Covered Conduct” means the conduct described in Paragraph I.B to the Preamble herein.
- E. “Released Claims” means any civil or administrative claim, action, suit, or proceeding the STATE asserted, could assert, or may assert in the future arising from the Covered Conduct.
- F. “Subject Drugs” means any and all of the pharmaceutical products manufactured, marketed, distributed, and/or sold by or on behalf of Apotex

Corp. or ApoPharma USA, Inc., including the drugs Apotex Corp. and ApoPharma USA, Inc., manufactured, marketed, sold, and distributed under labeler codes 60505 and 52609, respectively, in the United States and Texas during the Specified Time Period. Lists of Apotex Corp. and ApoPharma USA, Inc., drugs are attached hereto as Exhibits A and B, respectively, each of which is expressly included in the “Subject Drugs” as defined herein.

- G. “Effective Date” means the date of signature of the last signatory to this Agreement.
- H. “Specified Time Period” means January 1, 1991, through and including the Effective Date.
- I. “TMFPA” means the Texas Medicaid Fraud Prevention Act, Tex. Hum. Res. Code ch. 36.
- J. “VDP” means the Vendor Drug Program, the program within Texas Medicaid that administers the Medicaid pharmacy benefit.

### **III. AGREEMENT**

NOW, THEREFORE, in reliance on the representations in this Agreement; in consideration of the mutual promises, covenants, and obligations set forth in this Agreement; and for good and valuable consideration as stated in this Agreement, the Parties agree as follows:

- A. The foregoing Preamble and Definitions are incorporated herein.
- B. In full and final settlement of all of the Released Claims, APOTEX shall pay, or cause to be paid on its behalf, the total sum of TWENTY SIX MILLION

DOLLARS (\$26,000,000) (the “Settlement Amount”) to the STATE on the conditions set forth herein. The Settlement Amount includes (1) \$23,400,000.00 in full settlement of all claims for civil remedies, forfeiture and disgorgement of revenues, restitution, and compensatory relief and (2) \$2,600,000.00 in payment of attorneys’ fees and costs for the STATE, arising from the Covered Conduct and any civil or administrative claim, action, suit or proceeding the STATE asserted, could assert, or may assert in the future arising from the Covered Conduct. The Settlement Amount specifically includes all attorneys’ fees for the STATE.

C. For purposes of and in accordance with Section 162(f)(2)(A)(i) of the United States Internal Revenue Code, \$23,400,000.00 of the Settlement Amount constitutes restitution.

D. APOTEX shall pay, or caused to be paid, the Settlement Amount by wire transfer within five business days of the Effective Date. APOTEX shall pay the Settlement Amount in accordance with wiring instructions provided by Raymond Winter, Chief of the Civil Medicaid Fraud Division at the Office of the Attorney General of Texas.

1. By entering into this Agreement, the parties understand and agree that no portion of the Settlement Amount shall be allocated, attributed to, or characterized as the payment of fines, penalties, or other punitive assessments. In all other respects, APOTEX expressly acknowledges and agrees that it is not entitled to direct or influence how the STATE

allocates the Settlement Amount.

2. The STATE will allocate and distribute to the United States Government a pro rata share of the Settlement Amount in accordance with state and federal law.
3. APOTEX agrees to submit to the jurisdiction of Texas courts in any proceeding to enforce this Agreement.

E. Subject to Paragraph III.G below and in exchange for the consideration described herein (including payment in full of the Settlement Amount), the STATE will within 91 days of the Effective Date fully and finally, and to the greatest extent allowed by law, release, discharge, and covenant not to sue the RELEASED PARTIES for any civil, regulatory, and/or administrative claim, action, suit, demand, right, cause of action, liability, judgment, damage, or proceeding (including damages, attorneys' fees, penalties, costs, and expenses of every kind and however denominated) the STATE has, may have, has asserted, or could assert in the future under any source of law, contract, in equity or other right, for the Covered Conduct. In addition, the Parties agree that the payment of the Settlement Amount fully discharges the RELEASED PARTIES from any obligation to the STATE to pay restitution, damages, penalties, or fines to the STATE for the Covered Conduct. In addition, the STATE agrees that it will not initiate, prosecute, direct, recommend, or maintain any action or other proceeding, including by way of example and not limitation, civil investigative demands, against the RELEASED PARTIES



arising from the Covered Conduct on behalf of itself or the United States. In addition, the STATE agrees that it will not initiate, prosecute, direct, recommend, or maintain any action or proceeding against the RELEASED PARTIES seeking exclusion from the Texas Medicaid Program or any other administrative action or sanction arising from the Covered Conduct. Excluding documents, data, and information identified in Paragraph III.Y of this Agreement, this Agreement does not prevent the STATE from discussing, communicating, or sharing information with other states or federal agencies.

F. In exchange for the consideration described herein (including the Release described in Paragraph III.E herein) APOTEX fully and finally releases the STATE from any claims based on events occurring prior to the Effective Date (including attorneys' fees, costs, and expenses of every kind and however denominated) which APOTEX has asserted, could assert, or may assert in the future against the STATE arising from the Covered Conduct and the STATE's investigation thereof.

G. Notwithstanding any other terms of this Agreement, including the releases in Paragraphs III.E and III.F above, any and all of the following are specifically reserved and excluded from the scope and terms of this Agreement, and from the scope and terms of the Releases, as to any entity or person, including the Parties:

1. Any liability based upon an obligation created by this Agreement;
2. Any liability based upon an express or implied product or service

warranty claim or for defective or deficient products or services APOTEX provided;

3. Any liability that any person or entity, including any Released Entities, has or may have to the STATE, individual consumers, or state program payors under any statute, regulation, or rule not expressly covered by the release in Paragraph III.E above, including but not limited to, liability for any and all of the following: (i) state or federal antitrust violations; or (ii) unfair or deceptive acts and practices or violations of consumer protection laws;
4. Any liability arising from off-label marketing, product misbranding, or misrepresentations or concealment of information about the safety, efficacy, or appropriate use of APOTEX's products, including the Subject Drugs;
5. Any liability that any person or entity has or may have under Tex. Hum. Res. Code § 36.002(13) regarding inducement of healthcare providers to prescribe any of the Subject Drugs;
6. The subrogation rights to claims for personal injury or property damage arising from usage of APOTEX's products by a participant in the Medicaid Program;
7. Any liability based on a failure to deliver products or services due;
8. Any liability arising from APOTEX's obligation to pay rebates to the STATE under any law or contract, including, but not limited to, under

the provisions of the Omnibus Budget Reconciliation Act of 1990 (“OBRA 90”);

9. Any criminal liability not specifically released by this Agreement;
10. Any civil, criminal, or administrative liability arising under Title 26, U.S. Code (Internal Revenue Code) or any state tax or revenue law;
11. Any liability which the STATE may assert on behalf of any other payors or insurers, including those that the State Medicaid program pays on a capitated basis; or
12. Any liability to the STATE for any conduct other than the Covered Conduct.

H. The STATE hereby agrees that this Agreement, and any and all negotiations, documents, and discussions associated with this Agreement shall be without prejudice to the rights of any Party, shall not be deemed or construed to be an admission or evidence of any violation of any statute or law, of any liability or wrongdoing by the RELEASED PARTIES or of the truth or the infirmity of any of the claims or allegations of the STATE, and evidence thereof shall not be discoverable or used directly or indirectly by the STATE in any way (except that the provisions of this Agreement may be used by the Parties to enforce its terms), whether in Texas or in any other forum.

I. Within 91 days of the Effective Date, the STATE shall withdraw the February 18, 2015, Civil Investigative Demand directed to APOTEX for the Covered Conduct and release the RELEASED PARTIES from any and all obligations,

responsibilities, and demands contained therein.

- J. The STATE represents to APOTEX, subject only to the rights possessed by the United States, that no interest in any claim herein released has been assigned by it to any third party.
- K. Nothing in this Agreement is a waiver of the STATE's Sovereign Immunity, except as to a proceeding to enforce this Agreement.
- L. Any Party may enforce the terms of this Agreement in the District Courts of Travis County, Texas, which shall have exclusive jurisdiction and venue over any such action.
- M. This Agreement constitutes the complete agreement between the Parties regarding the settlement of the Covered Conduct. This Agreement may not be amended or modified except by a writing signed by all Parties.
- N. Each Party will bear its own legal and other costs incurred in connection with this matter, including the preparation and performance of this Agreement.
- O. This Agreement shall be governed by the laws of the State of Texas.
- P. This Agreement shall be construed and interpreted to effectuate the Parties' intent, which is to resolve completely the STATE's allegations and claims in connection with the Covered Conduct with respect to APOTEX.
- Q. None of the Parties to this Agreement shall be considered the drafter of this Agreement or of any included provision for the purpose of any statute, case law, or rule of construction that would or might cause any provision to be construed against the drafter.

R. APOTEX expressly warrants that it has reviewed its financial condition and that it is currently solvent within the meaning of 11 U.S.C. §§ 547(b)(3) and 548(a)(1)(B)(ii)(I) and shall remain solvent following payment of the Settlement Amount and compliance with this Agreement.

S. Each Party represents that it freely and voluntarily enters this Agreement without any degree of duress whatsoever.

T. Unless otherwise stated in writing subsequent to the Effective Date, all notifications and communications made pursuant to this Agreement shall be submitted to the persons or entities listed below:

1. The STATE of Texas, for all purposes:

Office of the Attorney General of Texas  
Raymond C. Winter  
Chief, Civil Medicaid Fraud Division  
P.O. Box 12548  
Austin, TX 78711-2548  
Tel: (512) 936-1709  
Fax: (512) 499-0712  
raymond.winter@oag.texas.gov

2. APOTEX, for all purposes:

James W. Matthews  
Foley & Lardner LLP  
Counsel for Apotex Corp.  
111 Huntington Ave., Suite 2500  
Boston, MA 02199  
Tel: (617) 502-3298  
jmatthews@foley.com

U. The Parties have read the Agreement and accept and agree to the provisions contained herein and have caused this Agreement to be signed as of the day and date adjacent to their respective signatures. The individual signing this

Agreement on behalf of APOTEX represents and warrants that APOTEX authorizes him or her to execute this Agreement. The undersigned STATE signatories represent that they are signing this Agreement in their official capacities and that they are authorized to execute this Agreement and to compromise the claims of the STATE. The Chief Counsel for the Texas Health and Human Services Commission (“HHSC”) concurs with the aspects of this Agreement that are within her authority.

- V. The Parties represent and acknowledge that in entering into this Agreement they are not relying on any promises or representations other than those expressly set forth in this Agreement and its exhibits. The Parties understand, acknowledge, and agree that (i) they have each performed an independent investigation of the allegations of fact and law regarding the Covered Conduct; and (ii) they each may hereafter discover facts in addition to, or different from, those that they now know or believe to be true with respect to the subject matter of this Agreement. Nevertheless, it is the Parties’ intention to resolve their disputes pursuant to the terms of this Agreement and thus, in furtherance of their intentions, the Agreement shall remain in full force and effect notwithstanding the discovery of any additional facts or law, or changes in law, and the Agreement shall not be subject to rescission or modification by reason of any change or difference in facts or law.
- W. The waiver of any rights conferred by this Agreement shall be effective only if made in writing by the waiving Party. The waiver by any Party of any breach

of this Agreement shall not be deemed or construed as a waiver of any other breach, whether prior to, subsequent to, or contemporaneously with this Agreement. This Agreement may be executed in counterparts, each of which shall constitute an original and all of which shall constitute one and the same Agreement. Faxed and portable document format (“PDF”) signatures will suffice.

- X. Each Party agrees to perform such further acts and to execute and to deliver such further documents as may reasonably be necessary to carry out this Agreement.
- Y. The Parties agree that within 91 days of payment of the Settlement Amount, they shall return to the producing Party or destroy (and certify in writing the destruction of) all documents, data, and other information produced in connection with the STATE’s investigation of the Covered Conduct.

**State of Texas  
Office of the Attorney General**

By: *Raymond C. Winter*

Date: 8 July 2021

Raymond C. Winter  
Chief, Civil Medicaid Fraud Division  
Assistant Attorney General  
Office of the Attorney General of Texas  
P.O. Box 12548  
Austin, Texas 78711-2548

**Apotex Corp.**

By: *Peter Hardwick*

Date: July 5, 2021

Peter Hardwick  
President & CEO  
2400 N. Commerce Parkway, Suite 400,  
Weston, Florida, 33325

**Texas Health & Human Services  
Commission**

By:

Date:

Karen Ray  
Chief Counsel  
Texas Health & Human Services  
Commission  
Brown-Heatly Building  
4900 N. Lamar Blvd.  
Austin, Texas 78751-2316



Exhibit A - Apotex Corp. NDCs included in "Subject Drugs"

<b>NDC-9</b>	<b>DRUG</b>	<b>DESCRIPTION</b>
60505-3438	SELEGILINE HYDROCHLORIDE	5 mg/1 TABLET
60505-0055	SELEGILINE HYDROCHLORIDE	5 mg/1 CAPSULE
60505-7064	NICOTINE	7 mg/24h PATCH, EXTENDED RELEASE
60505-7065	NICOTINE	14 mg/24h PATCH, EXTENDED RELEASE
60505-7066	NICOTINE	21 mg/24h PATCH, EXTENDED RELEASE
60505-0033	PENTOXIFYLLINE	400 mg/1 TABLET, EXTENDED RELEASE
60505-0164	FLUVOXAMINE MALEATE	25 mg/1 TABLET
60505-0165	FLUVOXAMINE MALEATE	50 mg/1 TABLET
60505-0166	FLUVOXAMINE MALEATE	100 mg/1 TABLET
60505-0014	DILTIAZEM HYDROCHLORIDE	120 mg/1 CAPSULE, EXTENDED RELEASE
60505-0015	DILTIAZEM HYDROCHLORIDE	180 mg/1 CAPSULE, EXTENDED RELEASE
60505-0016	DILTIAZEM HYDROCHLORIDE	240 mg/1 CAPSULE, EXTENDED RELEASE
60505-0133	CYCLOSPORINE	25 mg/1 CAPSULE, GELATIN COATED
60505-0134	CYCLOSPORINE	100 mg/1 CAPSULE, GELATIN COATED
60505-0183	CARBAMAZEPINE	200 mg/1 TABLET
60505-0141	GLIPIZIDE	5 mg/1 TABLET
60505-0142	GLIPIZIDE	10 mg/1 TABLET
60505-0813	BUTORPHANOL TARTRATE	10 mg/mL SPRAY
60505-0080	SOTALOL HYDROCHLORIDE	80 mg/1 TABLET
60505-0081	SOTALOL HYDROCHLORIDE	160 mg/1 TABLET
60505-0082	SOTALOL HYDROCHLORIDE	240 mg/1 TABLET
60505-0159	SOTALOL HYDROCHLORIDE	120 mg/1 TABLET
60505-0039	ETODOLAC	200 mg/1 CAPSULE
60505-0040	ETODOLAC	300 mg/1 CAPSULE
60505-0041	ETODOLAC	400 mg/1 TABLET, FILM COATED
60505-0102	ETODOLAC	500 mg/1 TABLET, FILM COATED
60505-0083	PAROXETINE HYDROCHLORIDE ANHYDROUS	20 mg/1 TABLET, FILM COATED
60505-0084	PAROXETINE HYDROCHLORIDE ANHYDROUS	30 mg/1 TABLET, FILM COATED
60505-0097	PAROXETINE HYDROCHLORIDE ANHYDROUS	10 mg/1 TABLET, FILM COATED
60505-0101	PAROXETINE HYDROCHLORIDE ANHYDROUS	40 mg/1 TABLET, FILM COATED
60505-0222	SOTALOL HYDROCHLORIDE	80 mg/1 TABLET
60505-0223	SOTALOL HYDROCHLORIDE	120 mg/1 TABLET
60505-0224	SOTALOL HYDROCHLORIDE	160 mg/1 TABLET

Exhibit A - Apotex Corp. NDCs included in "Subject Drugs"

<b>NDC-9</b>	<b>DRUG</b>	<b>DESCRIPTION</b>
60505-0065	OMEPRAZOLE	20 mg/1 CAPSULE, DELAYED RELEASE
60505-0145	OMEPRAZOLE	10 mg/1 CAPSULE, DELAYED RELEASE
60505-3952	OMEPRAZOLE	20 mg/1 CAPSULE, DELAYED RELEASE
60505-0251	TIZANIDINE HYDROCHLORIDE	2 mg/1 TABLET
60505-0252	TIZANIDINE HYDROCHLORIDE	4 mg/1 TABLET
60505-0363	OFLOXACIN	3 mg/mL SOLUTION
60505-0260	METFORMIN HYDROCHLORIDE	500 mg/1 TABLET, EXTENDED RELEASE
60505-0147	LORATADINE	10 mg/1 TABLET
60505-2881	RANITIDINE HYDROCHLORIDE	75 mg/1 TABLET, FILM COATED
60505-0112	GABAPENTIN	100 mg/1 CAPSULE
60505-0113	GABAPENTIN	300 mg/1 CAPSULE
60505-0114	GABAPENTIN	400 mg/1 CAPSULE
60505-2502	LEFLUNOMIDE	10 mg/1 TABLET
60505-2503	LEFLUNOMIDE	20 mg/1 TABLET
60505-1329	METFORMIN HYDROCHLORIDE	750 mg/1 TABLET, EXTENDED RELEASE
60505-0157	BUPROPION HYDROCHLORIDE	100 mg/1 TABLET, FILM COATED
60505-0158	BUPROPION HYDROCHLORIDE	75 mg/1 TABLET, FILM COATED
60505-0257	DESMOPRESSIN ACETATE	0.1 mg/1 TABLET
60505-0258	DESMOPRESSIN ACETATE	0.2 mg/1 TABLET
60505-5307	ACYCLOVIR	800 mg/1 TABLET
60505-0042	ACYCLOVIR	200 mg/1 CAPSULE
60505-1320	MIDODRINE HYDROCHLORIDE	2.5 mg/1 TABLET
60505-1321	MIDODRINE HYDROCHLORIDE	5 mg/1 TABLET
60505-1325	MIDODRINE HYDROCHLORIDE	10 mg/1 TABLET
60505-2552	GABAPENTIN	800 mg/1 TABLET, FILM COATED
60505-5306	ACYCLOVIR	400 mg/1 TABLET
60505-0247	MIRTAZAPINE	15 mg/1 TABLET, FILM COATED
60505-0248	MIRTAZAPINE	30 mg/1 TABLET, FILM COATED
60505-0249	MIRTAZAPINE	45 mg/1 TABLET, FILM COATED
60505-0829	FLUTICASONE PROPIONATE	50 ug/1 SPRAY, METERED
60505-0847	FLUTICASONE PROPIONATE	50 ug/1 SPRAY, METERED
60505-2632	CETIRIZINE HYDROCHLORIDE	5 mg/1 TABLET, FILM COATED
60505-2633	CETIRIZINE HYDROCHLORIDE	10 mg/1 TABLET, FILM COATED

Exhibit A - Apotex Corp. NDCs included in "Subject Drugs"

<b>NDC-9</b>	<b>DRUG</b>	<b>DESCRIPTION</b>
60505-2575	BALSALAZIDE DISODIUM	750 mg/1 CAPSULE
60505-2653	TRAZODONE HYDROCHLORIDE	50 mg/1 TABLET
60505-2654	TRAZODONE HYDROCHLORIDE	100 mg/1 TABLET
60505-2655	TRAZODONE HYDROCHLORIDE	150 mg/1 TABLET
60505-0823	CALCITONIN SALMON	200 [iU]/1 SPRAY, METERED
60505-2659	TRAZODONE HYDROCHLORIDE	300 mg/1 TABLET
60505-0146	OMEPRAZOLE	40 mg/1 CAPSULE, DELAYED RELEASE
60505-0820	BUDESONIDE	0.25 mg/2mL SUSPENSION
60505-0821	BUDESONIDE	0.5 mg/2mL SUSPENSION
60505-2656	TRIAMTERENE; HYDROCHLOROTHIAZIDE	37.5; 25 mg/1; mg/1 TABLET
60505-2657	TRIAMTERENE; HYDROCHLOROTHIAZIDE	75; 50 mg/1; mg/1 TABLET
60505-0578	AZELASTINE HYDROCHLORIDE	0.5 mg/mL SOLUTION/ DROPS
60505-1003	KETOROLAC TROMETHAMINE	5 mg/mL SOLUTION/ DROPS
60505-0833	AZELASTINE HYDROCHLORIDE	137 ug/1 SPRAY, METERED
60505-6076	AZITHROMYCIN MONOHYDRATE	500 mg/10mL INJECTION
60505-3673	PAROXETINE HYDROCHLORIDE HEMIHYDRATE	12.5 mg/1 TABLET, FILM COATED, EXTENDED RELEASE
60505-3674	PAROXETINE HYDROCHLORIDE HEMIHYDRATE	25 mg/1 TABLET, FILM COATED, EXTENDED RELEASE
60505-3675	PAROXETINE HYDROCHLORIDE HEMIHYDRATE	37.5 mg/1 TABLET, FILM COATED, EXTENDED RELEASE
60505-0402	PAROXETINE HYDROCHLORIDE HEMIHYDRATE	10 mg/5mL SUSPENSION
60505-3666	PAROXETINE HYDROCHLORIDE HEMIHYDRATE	40 mg/1 TABLET, FILM COATED
60505-3668	PAROXETINE HYDROCHLORIDE HEMIHYDRATE	12.5 mg/1 TABLET, FILM COATED, EXTENDED RELEASE
60505-3669	PAROXETINE HYDROCHLORIDE HEMIHYDRATE	25 mg/1 TABLET, FILM COATED, EXTENDED RELEASE
60505-3670	PAROXETINE HYDROCHLORIDE HEMIHYDRATE	37.5 mg/1 TABLET, FILM COATED, EXTENDED RELEASE
60505-4377	PAROXETINE HYDROCHLORIDE HEMIHYDRATE	12.5 mg/1 TABLET, FILM COATED, EXTENDED RELEASE
60505-4378	PAROXETINE HYDROCHLORIDE HEMIHYDRATE	25 mg/1 TABLET, FILM COATED, EXTENDED RELEASE
60505-4379	PAROXETINE HYDROCHLORIDE HEMIHYDRATE	37.5 mg/1 TABLET, FILM COATED, EXTENDED RELEASE
60505-0093	DOXAZOSIN MESYLATE	1 mg/1 TABLET
60505-0094	DOXAZOSIN MESYLATE	2 mg/1 TABLET
60505-0095	DOXAZOSIN MESYLATE	4 mg/1 TABLET
60505-0096	DOXAZOSIN MESYLATE	8 mg/1 TABLET
60505-0168	PRAVASTATIN SODIUM	10 mg/1 TABLET
60505-0169	PRAVASTATIN SODIUM	20 mg/1 TABLET
60505-0170	PRAVASTATIN SODIUM	40 mg/1 TABLET

Exhibit A - Apotex Corp. NDCs included in "Subject Drugs"

<b>NDC-9</b>	<b>DRUG</b>	<b>DESCRIPTION</b>
60505-1323	PRAVASTATIN SODIUM	80 mg/1 TABLET
60505-3280	LEVETIRACETAM	500 mg/1 TABLET, FILM COATED, EXTENDED RELEASE
60505-3517	LEVETIRACETAM	750 mg/1 TABLET, FILM COATED, EXTENDED RELEASE
60505-2521	CILOSTAZOL	50 mg/1 TABLET
60505-2522	CILOSTAZOL	100 mg/1 TABLET
60505-3275	OLANZAPINE	5 mg/1 TABLET, ORALLY DISINTEGRATING
60505-3276	OLANZAPINE	10 mg/1 TABLET, ORALLY DISINTEGRATING
60505-3277	OLANZAPINE	15 mg/1 TABLET, ORALLY DISINTEGRATING
60505-3278	OLANZAPINE	20 mg/1 TABLET, ORALLY DISINTEGRATING
60505-0584	EPINASTINE HYDROCHLORIDE	0.5 mg/mL SOLUTION
60505-3251	LAMIVUDINE	150 mg/1 TABLET, FILM COATED
60505-3252	LAMIVUDINE	300 mg/1 TABLET, FILM COATED
60505-3245	FAMCICLOVIR	125 mg/1 TABLET, FILM COATED
60505-3246	FAMCICLOVIR	250 mg/1 TABLET, FILM COATED
60505-3247	FAMCICLOVIR	500 mg/1 TABLET, FILM COATED
60505-2648	TIZANIDINE HYDROCHLORIDE	2 mg/1 CAPSULE, GELATIN COATED
60505-2649	TIZANIDINE HYDROCHLORIDE	4 mg/1 CAPSULE, GELATIN COATED
60505-2650	TIZANIDINE HYDROCHLORIDE	6 mg/1 CAPSULE, GELATIN COATED
60505-2795	IBANDRONATE SODIUM	150 mg/1 TABLET, FILM COATED
60505-2805	CARBAMAZEPINE	100 mg/1 CAPSULE, EXTENDED RELEASE
60505-2806	CARBAMAZEPINE	200 mg/1 CAPSULE, EXTENDED RELEASE
60505-2807	CARBAMAZEPINE	300 mg/1 CAPSULE, EXTENDED RELEASE
60505-3130	QUETIAPINE FUMARATE	25 mg/1 TABLET, FILM COATED
60505-3132	QUETIAPINE FUMARATE	50 mg/1 TABLET, FILM COATED
60505-3133	QUETIAPINE FUMARATE	100 mg/1 TABLET, FILM COATED
60505-3135	QUETIAPINE FUMARATE	200 mg/1 TABLET, FILM COATED
60505-3137	QUETIAPINE FUMARATE	300 mg/1 TABLET, FILM COATED
60505-3139	QUETIAPINE FUMARATE	400 mg/1 TABLET, FILM COATED
60505-3110	OLANZAPINE	2.5 mg/1 TABLET, FILM COATED
60505-3111	OLANZAPINE	5 mg/1 TABLET, FILM COATED
60505-3112	OLANZAPINE	7.5 mg/1 TABLET, FILM COATED
60505-3113	OLANZAPINE	10 mg/1 TABLET, FILM COATED
60505-3114	OLANZAPINE	15 mg/1 TABLET, FILM COATED

Exhibit A - Apotex Corp. NDCs included in "Subject Drugs"

<b>NDC-9</b>	<b>DRUG</b>	<b>DESCRIPTION</b>
60505-3140	OLANZAPINE	20 mg/1 TABLET, FILM COATED
60505-2528	ZIPRASIDONE HYDROCHLORIDE	20 mg/1 CAPSULE
60505-2529	ZIPRASIDONE HYDROCHLORIDE	40 mg/1 CAPSULE
60505-2530	ZIPRASIDONE HYDROCHLORIDE	60 mg/1 CAPSULE
60505-2531	ZIPRASIDONE HYDROCHLORIDE	80 mg/1 CAPSULE
60505-0253	CLOPIDOGREL BISULFATE	75 mg/1 TABLET, FILM COATED
60505-2578	ATORVASTATIN CALCIUM TRIHYDRATE	10 mg/1 TABLET, FILM COATED
60505-2579	ATORVASTATIN CALCIUM TRIHYDRATE	20 mg/1 TABLET, FILM COATED
60505-2580	ATORVASTATIN CALCIUM TRIHYDRATE	40 mg/1 TABLET, FILM COATED
60505-2671	ATORVASTATIN CALCIUM TRIHYDRATE	80 mg/1 TABLET, FILM COATED
60505-2985	ANASTROZOLE	1 mg/1 TABLET, FILM COATED
60505-3255	LETROZOLE	2.5 mg/1 TABLET, FILM COATED
60505-2965	MYCOPHENOLATE SODIUM	180 mg/1 TABLET, DELAYED RELEASE
60505-3454	TROSPIUM CHLORIDE	20 mg/1 TABLET
60505-2542	GALANTAMINE HYDROBROMIDE	4 mg/1 TABLET, FILM COATED
60505-2543	GALANTAMINE HYDROBROMIDE	8 mg/1 TABLET, FILM COATED
60505-2544	GALANTAMINE HYDROBROMIDE	12 mg/1 TABLET, FILM COATED
60505-7006	FENTANYL	25 ug/h PATCH, EXTENDED RELEASE
60505-7007	FENTANYL	50 ug/h PATCH, EXTENDED RELEASE
60505-7008	FENTANYL	75 ug/h PATCH, EXTENDED RELEASE
60505-7009	FENTANYL	100 ug/h PATCH, EXTENDED RELEASE
60505-7011	FENTANYL	25 ug/h PATCH, EXTENDED RELEASE
60505-7012	FENTANYL	50 ug/h PATCH, EXTENDED RELEASE
60505-7013	FENTANYL	75 ug/h PATCH, EXTENDED RELEASE
60505-7014	FENTANYL	100 ug/h PATCH, EXTENDED RELEASE
60505-3285	RILUZOLE	50 mg/1 TABLET, FILM COATED
60505-2880	RANITIDINE HYDROCHLORIDE	150 mg/1 TABLET, FILM COATED
60505-3120	FENOFIBRATE	43 mg/1 CAPSULE
60505-3121	FENOFIBRATE	130 mg/1 CAPSULE
60505-3250	LAMIVUDINE	100 mg/1 TABLET, FILM COATED
60505-3638	TRANEXAMIC ACID	650 44197 TABLET
60505-2526	MODAFINIL	100 mg/1 TABLET
60505-2527	MODAFINIL	200 mg/1 TABLET

Exhibit A - Apotex Corp. NDCs included in "Subject Drugs"

<b>NDC-9</b>	<b>DRUG</b>	<b>DESCRIPTION</b>
60505-3532	CLOPIDOGREL BISULFATE	300 mg/1 TABLET, FILM COATED
60505-0839	BUDESONIDE	32 ug/1 SPRAY, METERED
60505-0399	DICLOFENAC SODIUM	16.05 mg/mL SOLUTION
60505-3096	RISEDRONATE SODIUM	75 mg/1 TABLET, FILM COATED
60505-3097	RISEDRONATE SODIUM	150 mg/1 TABLET, FILM COATED
60505-2995	DULOXETINE HYDROCHLORIDE	20 mg/1 CAPSULE, DELAYED RELEASE
60505-2996	DULOXETINE HYDROCHLORIDE	30 mg/1 CAPSULE, DELAYED RELEASE
60505-2997	DULOXETINE HYDROCHLORIDE	60 mg/1 CAPSULE, DELAYED RELEASE
60505-0848	AZELASTINE HYDROCHLORIDE	205.5 ug/1 SPRAY, METERED
60505-2966	MYCOPHENOLATE SODIUM	360 mg/1 TABLET, DELAYED RELEASE
60505-0261	BENAZEPRIL HYDROCHLORIDE; HYDROCHLOROTHIAZIDE	5; 6.25 mg/1; mg/1 TABLET
60505-0262	BENAZEPRIL HYDROCHLORIDE; HYDROCHLOROTHIAZIDE	10; 12.5 mg/1; mg/1 TABLET
60505-2644	TRAMADOL HYDROCHLORIDE; ACETAMINOPHEN	37.5; 325 mg/1; mg/1 TABLET
60505-3170	OMEGA-3-ACID ETHYL ESTERS	1 g/1 CAPSULE, LIQUID FILLED
60505-4462	OMEGA-3-ACID ETHYL ESTERS	1 g/1 CAPSULE, LIQUID FILLED
60505-0845	OLOPATADINE HYDROCHLORIDE	665 ug/1 SPRAY, METERED
60505-4089	TRAZODONE HYDROCHLORIDE	150 mg/1 TABLET
60505-3713	LEVOCETIRIZINE DIHYDROCHLORIDE	5 mg/1 TABLET
60505-3518	LEVETIRACETAM	1000 mg/1 TABLET, FILM COATED, EXTENDED RELEASE
60505-3847	CELECOXIB	50 mg/1 CAPSULE
60505-3848	CELECOXIB	100 mg/1 CAPSULE
60505-3849	CELECOXIB	200 mg/1 CAPSULE
60505-2673	ARIPIPIRAZOLE	5 mg/1 TABLET
60505-2674	ARIPIPIRAZOLE	10 mg/1 TABLET
60505-2675	ARIPIPIRAZOLE	15 mg/1 TABLET
60505-2676	ARIPIPIRAZOLE	20 mg/1 TABLET
60505-2677	ARIPIPIRAZOLE	30 mg/1 TABLET
60505-3075	ARIPIPIRAZOLE	2 mg/1 TABLET
60505-0404	ARIPIPIRAZOLE	1 mg/mL SOLUTION
60505-3877	DUTASTERIDE	0.5 mg/1 CAPSULE, LIQUID FILLED
60505-3165	RISEDRONATE SODIUM	35 mg/1 TABLET, FILM COATED
60505-0575	OLOPATADINE HYDROCHLORIDE	1 mg/mL SOLUTION/ DROPS
60505-6097	IBANDRONATE SODIUM	3 mg/3mL INJECTION

Exhibit A - Apotex Corp. NDCs included in "Subject Drugs"

<b>NDC-9</b>	<b>DRUG</b>	<b>DESCRIPTION</b>
60505-7010	FENTANYL	12 ug/h PATCH, EXTENDED RELEASE
60505-0830	MOMETASONE	50 ug/1 SPRAY, METERED
60505-6129	BUDESONIDE	32 ug/1 SPRAY, METERED
60505-6130	ONDANSETRON HYDROCHLORIDE	2 mg/mL INJECTION
60505-6134	FLUTICASONE PROPIONATE	50 ug/1 SPRAY, METERED
60505-4502	ROSUVASTATIN CALCIUM	5 mg/1 TABLET, FILM COATED
60505-4503	ROSUVASTATIN CALCIUM	10 mg/1 TABLET, FILM COATED
60505-4504	ROSUVASTATIN CALCIUM	20 mg/1 TABLET, FILM COATED
60505-4505	ROSUVASTATIN CALCIUM	40 mg/1 TABLET, FILM COATED
60505-2900	IMATINIB MESYLATE	100 mg/1 TABLET, FILM COATED
60505-2901	IMATINIB MESYLATE	400 mg/1 TABLET, FILM COATED
60505-4557	ACETAMINOPHEN; DEXTROMETHORPHAN HYDROBROMIDE; PHENYLEPHRINE HYDROCHLO	325; 10; 5 mg/1; mg/1; mg/1 CAPSULE, LIQUID FILLED
60505-4558	ACETAMINOPHEN; DEXTROMETHORPHAN HYDROBROMIDE; DOXYLAMINE SUCCINATE	325; 15; 6.25 mg/1; mg/1; mg/1 CAPSULE, LIQUID FILLED
60505-0160	RANITIDINE HYDROCHLORIDE	75 mg/1 TABLET, FILM COATED
60505-6132	OXALIPLATIN	5 mg/mL INJECTION, SOLUTION
60505-6167	FLUTICASONE PROPIONATE	50 ug/1 SPRAY, METERED
60505-6110	ZOLEDRONIC ACID	4 mg/5mL INJECTION, SOLUTION, CONCENTRATE
60505-6146	CEFEPIME HYDROCHLORIDE	1 g/1 INJECTION, POWDER, FOR SOLUTION
60505-6147	CEFEPIME HYDROCHLORIDE	2 g/1 INJECTION, POWDER, FOR SOLUTION
60505-2945	EZETIMIBE	10 mg/1 TABLET
60505-6142	CEFAZOLIN SODIUM	1 g/1 INJECTION, POWDER, FOR SOLUTION
60505-6148	CEFTRIAXONE SODIUM	1 g/1 INJECTION, POWDER, FOR SOLUTION
60505-6149	CEFTRIAXONE SODIUM	2 g/1 INJECTION, POWDER, FOR SOLUTION
60505-6151	CEFTRIAXONE SODIUM	250 mg/1 INJECTION, POWDER, FOR SOLUTION
60505-6152	CEFTRIAXONE SODIUM	500 mg/1 INJECTION, POWDER, FOR SOLUTION
60505-0582	MOXIFLOXACIN HYDROCHLORIDE MONOHYDRATE	5 mg/mL SOLUTION/ DROPS
60505-4322	CETIRIZINE HYDROCHLORIDE	10 mg/1 CAPSULE, LIQUID FILLED
60505-6101	BIVALIRUDIN	250 mg/1 INJECTION, POWDER, LYOPHILIZED, FOR SOLUTION
60505-0955	FLUTICASONE PROPIONATE	50 ug/1 SPRAY, METERED
60505-4642	PRASUGREL HYDROCHLORIDE	5 mg/1 TABLET, FILM COATED
60505-4643	PRASUGREL HYDROCHLORIDE	10 mg/1 TABLET, FILM COATED
60505-0403	LEVOCETIRIZINE DIHYDROCHLORIDE	0.5 mg/mL SOLUTION
60505-3678	CARVEDILOL PHOSPHATE	10 mg/1 CAPSULE, EXTENDED RELEASE

Exhibit A - Apotex Corp. NDCs included in "Subject Drugs"

<b>NDC-9</b>	<b>DRUG</b>	<b>DESCRIPTION</b>
60505-3679	CARVEDILOL PHOSPHATE	20 mg/1 CAPSULE, EXTENDED RELEASE
60505-3680	CARVEDILOL PHOSPHATE	40 mg/1 CAPSULE, EXTENDED RELEASE
60505-3681	CARVEDILOL PHOSPHATE	80 mg/1 CAPSULE, EXTENDED RELEASE
60505-6144	CEFEPIME HYDROCHLORIDE	1 g/1 INJECTION, POWDER, FOR SOLUTION
60505-6145	CEFEPIME HYDROCHLORIDE	2 g/1 INJECTION, POWDER, FOR SOLUTION
60505-4649	LORATADINE	10 mg/1 TABLET
60505-1005	TIMOLOL MALEATE	6.8 mg/mL SOLUTION/ DROPS
60505-6128	IRINOTECAN HYDROCHLORIDE	20 mg/mL INJECTION, SOLUTION
60505-0586	OLOPATADINE HYDROCHLORIDE	2 mg/mL SOLUTION
60505-6166	CLOFARABINE	1 mg/mL INJECTION
60505-7080	FENTANYL	12 ug/h PATCH, EXTENDED RELEASE
60505-7081	FENTANYL	25 ug/h PATCH, EXTENDED RELEASE
60505-7082	FENTANYL	50 ug/h PATCH, EXTENDED RELEASE
60505-7083	FENTANYL	75 ug/h PATCH, EXTENDED RELEASE
60505-7084	FENTANYL	100 ug/h PATCH, EXTENDED RELEASE
60505-7085	FENTANYL	37.5 ug/h PATCH, EXTENDED RELEASE
60505-7086	FENTANYL	62.5 ug/h PATCH, EXTENDED RELEASE
60505-7087	FENTANYL	87.5 ug/h PATCH, EXTENDED RELEASE
60505-4183	DROSPIRENON AND ETHINYL ESTRADIOL	KIT
60505-6113	GEMCITABINE HYDROCHLORIDE	38 mg/mL INJECTION, SOLUTION
60505-6114	GEMCITABINE HYDROCHLORIDE	38 mg/mL INJECTION, SOLUTION
60505-6115	GEMCITABINE HYDROCHLORIDE	38 mg/mL INJECTION, SOLUTION
60505-4668	CETIRIZINE HYDROCHLORIDE	10 mg/1 CAPSULE, LIQUID FILLED
60505-6201	FLUTICASONE PROPIONATE	50 ug/1 SPRAY, METERED
60505-4666	TENOFOVIR DISOPROXIL FUMARATE	300 mg/1 TABLET, COATED
60505-6194	BUDESONIDE	32 ug/1 SPRAY, METERED
60505-6162	MEMANTINE HYDROCHLORIDE	2 mg/mL SOLUTION
60505-2830	ATOMOXETINE HYDROCHLORIDE	10 mg/1 CAPSULE
60505-2831	ATOMOXETINE HYDROCHLORIDE	18 mg/1 CAPSULE
60505-2832	ATOMOXETINE HYDROCHLORIDE	25 mg/1 CAPSULE
60505-2833	ATOMOXETINE HYDROCHLORIDE	40 mg/1 CAPSULE
60505-2834	ATOMOXETINE HYDROCHLORIDE	60 mg/1 CAPSULE
60505-2835	ATOMOXETINE HYDROCHLORIDE	80 mg/1 CAPSULE



Exhibit A - Apotex Corp. NDCs included in "Subject Drugs"

<b>NDC-9</b>	<b>DRUG</b>	<b>DESCRIPTION</b>
60505-2836	ATOMOXETINE HYDROCHLORIDE	100 mg/1 CAPSULE
60505-4652	OLMESARTAN MEDOXOMIL	5 mg/1 TABLET, FILM COATED
60505-4653	OLMESARTAN MEDOXOMIL	20 mg/1 TABLET, FILM COATED
60505-4654	OLMESARTAN MEDOXOMIL	40 mg/1 TABLET, FILM COATED
60505-6184	POTASSIUM CHLORIDE	20 meq/15mL SOLUTION
60505-6185	POTASSIUM CHLORIDE	40 meq/15mL SOLUTION
60505-6193	PALONOSETRON HYDROCHLORIDE	0.25 mg/5mL INJECTION
60505-3947	ADEFOVIR DIPIVOXIL	10 mg/1 TABLET
60505-3927	GUANFACINE HYDROCHLORIDE	1 mg/1 TABLET, EXTENDED RELEASE
60505-3928	GUANFACINE HYDROCHLORIDE	2 mg/1 TABLET, EXTENDED RELEASE
60505-3929	GUANFACINE HYDROCHLORIDE	3 mg/1 TABLET, EXTENDED RELEASE
60505-3930	GUANFACINE HYDROCHLORIDE	4 mg/1 TABLET, EXTENDED RELEASE
60505-0583	BIMATOPROST	0.3 mg/mL SOLUTION/ DROPS
60505-4327	ABIRATERONE ACETATE	250 mg/1 TABLET
60505-6205	FLUTICASONE PROPIONATE	50 ug/1 SPRAY, METERED
60505-7088	NICOTINE	7 mg/24h PATCH, EXTENDED RELEASE
60505-7089	NICOTINE	14 mg/24h PATCH, EXTENDED RELEASE
60505-7090	NICOTINE	21 mg/24h PATCH, EXTENDED RELEASE
60505-6150	CEFTRIAZONE SODIUM	10 g/1 INJECTION, POWDER, FOR SOLUTION
60505-0791	ENOXAPARIN SODIUM	30 mg/.3mL INJECTION
60505-0792	ENOXAPARIN SODIUM	40 mg/.4mL INJECTION
60505-0793	ENOXAPARIN SODIUM	60 mg/.6mL INJECTION
60505-0794	ENOXAPARIN SODIUM	80 mg/.8mL INJECTION
60505-0795	ENOXAPARIN SODIUM	100 mg/mL INJECTION
60505-0796	ENOXAPARIN SODIUM	120 mg/.8mL INJECTION
60505-0798	ENOXAPARIN SODIUM	150 mg/mL INJECTION
60505-0560	OFLOXACIN	3 mg/mL SOLUTION
60505-3972	CYCLOBENZAPRINE HYDROCHLORIDE	15 mg/1 CAPSULE, EXTENDED RELEASE
60505-3973	CYCLOBENZAPRINE HYDROCHLORIDE	30 mg/1 CAPSULE, EXTENDED RELEASE
60505-4517	PAROXETINE HYDROCHLORIDE HEMIHYDRATE	10 mg/1 TABLET, FILM COATED
60505-4518	PAROXETINE HYDROCHLORIDE HEMIHYDRATE	20 mg/1 TABLET, FILM COATED
60505-4519	PAROXETINE HYDROCHLORIDE HEMIHYDRATE	30 mg/1 TABLET, FILM COATED
60505-4520	PAROXETINE HYDROCHLORIDE HEMIHYDRATE	40 mg/1 TABLET, FILM COATED

Exhibit A - Apotex Corp. NDCs included in "Subject Drugs"

<b>NDC-9</b>	<b>DRUG</b>	<b>DESCRIPTION</b>
60505-6156	PIPERACILLIN SODIUM; TAZOBACTAM SODIUM	2; .25 g/10mL; g/10mL INJECTION, POWDER, FOR SOLUTION
60505-6157	PIPERACILLIN SODIUM; TAZOBACTAM SODIUM	3; .375 g/15mL; g/15mL INJECTION, POWDER, FOR SOLUTION
60505-6159	PIPERACILLIN SODIUM; TAZOBACTAM SODIUM	4; .5 g/20mL; g/20mL INJECTION, POWDER, FOR SOLUTION
60505-4683	TADALAFIL	2.5 mg/1 TABLET, FILM COATED
60505-4684	TADALAFIL	5 mg/1 TABLET, FILM COATED
60505-4685	TADALAFIL	10 mg/1 TABLET, FILM COATED
60505-4686	TADALAFIL	20 mg/1 TABLET, FILM COATED
60505-6143	CEFAZOLIN SODIUM	10 g/1 INJECTION, POWDER, FOR SOLUTION
60505-6196	ERTAPENEM SODIUM	1 g/20mL INJECTION
60505-6098	TIGECYCLINE	50 mg/5mL INJECTION, POWDER, LYOPHILIZED, FOR SOLUTION
60505-4706	CETIRIZINE HYDROCHLORIDE	10 mg/1 CAPSULE, LIQUID FILLED
60505-6208	MEMANTINE HYDROCHLORIDE	7 mg/1 CAPSULE, EXTENDED RELEASE
60505-6209	MEMANTINE HYDROCHLORIDE	14 mg/1 CAPSULE, EXTENDED RELEASE
60505-6210	MEMANTINE HYDROCHLORIDE	21 mg/1 CAPSULE, EXTENDED RELEASE
60505-6211	MEMANTINE HYDROCHLORIDE	28 mg/1 CAPSULE, EXTENDED RELEASE
60505-4702	SOLIFENACIN SUCCINATE	5 mg/1 TABLET, FILM COATED
60505-4703	SOLIFENACIN SUCCINATE	10 mg/1 TABLET, FILM COATED
60505-7015	FENTANYL	37.5 ug/h PATCH, EXTENDED RELEASE
60505-7016	FENTANYL	62.5 ug/h PATCH, EXTENDED RELEASE
60505-7017	FENTANYL	87.5 ug/h PATCH, EXTENDED RELEASE
60505-4382	DOXYCYCLINE HYCLATE	75 mg/1 TABLET, COATED
60505-4384	DOXYCYCLINE HYCLATE	150 mg/1 TABLET, COATED
60505-6215	KETOTIFEN FUMARATE	0.25 mg/mL SOLUTION
60505-1316	PAROXETINE HYDROCHLORIDE HEMIHYDRATE	12.5 mg/1 TABLET, FILM COATED, EXTENDED RELEASE
60505-1317	PAROXETINE HYDROCHLORIDE HEMIHYDRATE	25 mg/1 TABLET, FILM COATED, EXTENDED RELEASE
60505-1318	PAROXETINE HYDROCHLORIDE HEMIHYDRATE	37.5 mg/1 TABLET, FILM COATED, EXTENDED RELEASE
60505-6177	BUSULFAN	6 mg/mL INJECTION
60505-6105	FOSAPREPITANT DIMEGLUMINE	150 mg/5mL INJECTION, POWDER, LYOPHILIZED, FOR SOLUTION
60505-4713	CARVEDILOL PHOSPHATE	10 mg/1 CAPSULE, EXTENDED RELEASE
60505-4714	CARVEDILOL PHOSPHATE	20 mg/1 CAPSULE, EXTENDED RELEASE
60505-4715	CARVEDILOL PHOSPHATE	40 mg/1 CAPSULE, EXTENDED RELEASE
60505-4716	CARVEDILOL PHOSPHATE	80 mg/1 CAPSULE, EXTENDED RELEASE
60505-4630	CYCLOSPORINE	25 mg/1 CAPSULE, LIQUID FILLED

Exhibit A - Apotex Corp. NDCs included in "Subject Drugs"

<b>NDC-9</b>	<b>DRUG</b>	<b>DESCRIPTION</b>
60505-4631	CYCLOSPORINE	50 mg/1 CAPSULE, LIQUID FILLED
60505-4632	CYCLOSPORINE	100 mg/1 CAPSULE, LIQUID FILLED
60505-0593	TRAVOPROST	0.04 mg/mL SOLUTION
60505-7091	NICOTINE	7 mg/24h PATCH
60505-7092	NICOTINE	14 mg/24h PATCH
60505-7093	NICOTINE	21 mg/24h PATCH
60505-0953	AZELASTINE HYDROCHLORIDE; FLUTICASONE PROPIONATE	137; 50 ug/1; ug/1 SPRAY, METERED
60505-4705	TOLVAPTAN	30 mg/1 TABLET
60505-6197	SIROLIMUS	1 mg/mL SOLUTION
60505-0826	IPRATROPIUM BROMIDE	21 ug/1 SPRAY, METERED
60505-0827	IPRATROPIUM BROMIDE	42 ug/1 SPRAY, METERED
60505-6179	GLYCOPYRROLATE	0.2 mg/mL INJECTION
60505-6180	GLYCOPYRROLATE	0.2 mg/mL INJECTION
60505-6181	GLYCOPYRROLATE	0.2 mg/mL INJECTION
60505-6182	GLYCOPYRROLATE	0.2 mg/mL INJECTION
60505-3882	TETRABENAZINE	12.5 mg/1 TABLET
60505-3883	TETRABENAZINE	25 mg/1 TABLET
60505-4696	PENICILLAMINE	250 44197 CAPSULE
60505-3478	AMLODIPINE BESYLATE; ATORVASTATIN CALCIUM TRIHYDRATE	5; 10 mg/1; mg/1 TABLET, FILM COATED
60505-3479	AMLODIPINE BESYLATE; ATORVASTATIN CALCIUM TRIHYDRATE	10; 10 mg/1; mg/1 TABLET, FILM COATED
60505-3483	AMLODIPINE BESYLATE; ATORVASTATIN CALCIUM TRIHYDRATE	5; 20 mg/1; mg/1 TABLET, FILM COATED
60505-3484	AMLODIPINE BESYLATE; ATORVASTATIN CALCIUM TRIHYDRATE	10; 20 mg/1; mg/1 TABLET, FILM COATED
60505-3488	AMLODIPINE BESYLATE; ATORVASTATIN CALCIUM TRIHYDRATE	5; 40 mg/1; mg/1 TABLET, FILM COATED
60505-3489	AMLODIPINE BESYLATE; ATORVASTATIN CALCIUM TRIHYDRATE	10; 40 mg/1; mg/1 TABLET, FILM COATED
60505-3492	AMLODIPINE BESYLATE; ATORVASTATIN CALCIUM TRIHYDRATE	5; 80 mg/1; mg/1 TABLET, FILM COATED
60505-3493	AMLODIPINE BESYLATE; ATORVASTATIN CALCIUM TRIHYDRATE	10; 80 mg/1; mg/1 TABLET, FILM COATED
60505-6169	TRANEXAMIC ACID	100 mg/mL INJECTION, SOLUTION
60505-4704	TOLVAPTAN	15 mg/1 TABLET
60505-0815	DESMOPRESSIN ACETATE	10 ug/1 SPRAY
60505-6214	ICATIBANT ACETATE	30 mg/3mL INJECTION, SOLUTION

Exhibit B - ApoPharma USA, Inc. NDCs included in "Subject Drugs"

<b>NDC-9</b>	<b>DRUG</b>	<b>DESCRIPTION</b>
52609-0001	MELPHALAN	2 mg/1 TABLET, FILM COATED
52609-0006	DEFERIPRONE	500 mg/1 TABLET, FILM COATED
52609-0007	DEFERIPRONE	1000 mg/1 TABLET, FILM COATED
52609-4502	DEFERIPRONE	100 mg/mL SOLUTION
52609-4504	DEFEROXAMINE MESYLATE	2 g/1 INJECTION, POWDER, LYOPHILIZED, FOR SOLUTION
52609-4505	DEFEROXAMINE MESYLATE	500 mg/1 INJECTION, POWDER, LYOPHILIZED, FOR SOLUTION