

STATE OF FLORIDA
DEPARTMENT OF ECONOMIC OPPORTUNITY
**QUALIFIED TARGET INDUSTRY
TAX REFUND AGREEMENT**

AMENDMENT ONE

This Amendment amends that **QUALIFIED TARGET INDUSTRY TAX REFUND AGREEMENT SB18-016** (the "Agreement"), by and between the Division of Strategic Business Development of the Florida Department of Economic Opportunity ("DSBD") and Wells Pharmaceutical Outsourcing, LLC (the "Company"), and any Subsidiary QTI Business and Affiliate QTI Business (as such terms are defined in the Agreement) (collectively with the Company, the "QTI Business"). The QTI Business and DSBD shall collectively be referred to herein as the "Parties".

RECITALS

WHEREAS, Section 21 of the Agreement provides that the Parties may amend the Agreement only by written agreement signed by each of the Parties; and

WHEREAS, the number of jobs to be created, and the eligible tax refund amount the Company is eligible to receive shall remain the same as initially agreed upon; and

WHEREAS, the Parties wish to amend certain provisions of the Agreement as described herein.

NOW, THEREFORE, the Parties hereby amend the Agreement as follows:

A. Section 6(o), **DUTIES OF THE QTI BUSINESS**, is hereby added to the Agreement, to read as follows:

Notwithstanding anything herein to the contrary, and subject to the terms and conditions of this Section, DEO may extend the Company's performance obligations if the Company demonstrates that it has experienced or will experience a delay, that such delay will materially affect the Company's ability to meet its performance obligations, and that such delay results directly from acts of God, wars, acts of public enemies, pandemic, epidemic, strikes, fires, floods, or other similar cause wholly beyond the Party's control (the "Performance Extension"). The Company may request use of the Performance Extension at any time from and after the Effective Date by delivering written notice to DEO in accordance with this Agreement. DEO may grant the Performance Extension in whole or in part. DEO shall respond to such request within 10 business days. The extension shall not be effective unless the Company provides a letter or letters from the body or bodies, as the case may be, that are providing any Local Financial Support consenting to the extension, signed in each case by a person authorized to bind the body or bodies, and in form and substance satisfactory to DSBD in its reasonable discretion (each, a "Local Financial Support Consent"). DSBD shall provide notice of its determination within 10 business days. Upon DSBD's receipt of an Extension request and any Local Financial Support Consents, the extension shall be irrevocable. DEO may determine the length of the Performance Extension in its sole discretion. Nothing provided for herein operates to extend or waive the Company's duty as set forth in section 288.106(6)(a) of the Florida Statutes, and in any event the Company must either apply for its tax refund on or before January 31 or request, in writing, a 30-day extension of the filing date.

B. This Amendment does not amend any other term or provision of the Agreement (except for any term or provision of the Agreement that is inconsistent with the express amendments set forth in this Amendment), which shall continue to be in full force and effect.

C. This Amendment may be executed in one or more counterparts, any one of which need not contain the signature of more than one Party, but all such counterparts taken together will constitute one and the same instrument.

IN WITNESS WHEREOF, by signature below, the Parties have duly executed and delivered this Amendment. This Amendment is effective as of the date executed by DSBD.

OTI BUSINESS:

WELLS PHARMACEUTICAL OUTSOURCING, LLC

By: _____

Name: Jason McLain, Esq.

Title: General Counsel

Date: February 17, 2021

DSBD:

**FLORIDA DEPARTMENT OF ECONOMIC
OPPORTUNITY, DIVISION OF STRATEGIC
BUSINESS DEVELOPMENT**

By: _____

Name: Brian McHaulles

Title: Chief of Staff

Date: 3-4-2021

Approved as to form and legal
sufficiency, subject only to full and
proper execution by the Parties

Office of the General Counsel
Department of Economic Opportunity

By: _____

Approved Date: _____