SECOND AMENDMENT TO FACILITY AGREEMENT

This SECOND AMENDMENT TO FACILITY AGREEMENT (this "Amendment") is entered into as of June 25, 2019, by and among NUVO PHARMACEUTICALS INC., an Ontario corporation (the "Canadian Parent Borrower), NUVO PHARMACEUTICALS (IRELAND) DESIGNATED ACTIVITY COMPANY (F/K/A NUVO PHARMACEUTICALS (IRELAND) LIMITED), a designated activity company incorporated under the laws of Ireland with registered number 616049 (the "Irish Borrower", and together with the Canadian Parent Borrower, the "Borrowers" and each a "Borrower"), the other Loan Parties party hereto, the Lenders party hereto and Deerfield Private Design Fund III, L.P., as Agent for itself and the other Secured Parties.

W I T N E S E T H:

WHEREAS, the Borrowers, the other Loan Parties party thereto, Agent, the Lenders party thereto and Cortland Capital Market Services LLC, a Delaware limited liability company as Paying Agent for the Irish Borrower, are parties to that certain Facility Agreement dated as of December 31, 2018 (as amended, restated, supplemented or otherwise modified from time to time, including by that certain First Amendment to Facility Agreement by and among the Borrowers, the other Loan Parties thereto, the Lenders party thereto and Agent, dated as of March 31, 2019, the "Facility Agreement"); and

WHEREAS, the Borrowers have requested that Agent and the Lenders amend certain provisions of the Facility Agreement, and, subject to the satisfaction of the conditions set forth herein, Agent and the Lenders are willing to do so, on the terms set forth herein.

NOW, THEREFORE, in consideration of the mutual agreements, provisions and covenants contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

SECTION 1. Defined Terms. Capitalized terms used herein (including in the preamble and recitals above) but not otherwise defined herein shall have the respective meanings ascribed to such terms in the Facility Agreement.

SECTION 2. Amendment. Subject to the satisfaction of the conditions precedent set forth in Section 3 hereof, the Facility Agreement is hereby amended as follows:

(a) Section 1.1 of the Facility Agreement is hereby amended by adding the following new definitions in the appropriate alphabetical order:

> ""Aggregate ECF Sweep Trigger Event Reduced Amount" means, as of any date, an aggregate principal amount of the Amortization Loans equal to the result of (a) the sum of any ECF Sweep Trigger Event Reduced Amounts pursuant to Section 2.3(c) on or prior to such date, minus (b) any prepayments of the Amortization Loan previously made and applied to the Aggregate ECF Sweep Trigger Event Reduced Amount in accordance with Section 2.3(f).

"CPL Cessation of the Minimum Annual Royalty Amount" has the meaning set forth in the definition of "CPL Trigger Date".

"CPL Settlement" **[Redacted: definition]**.

"CPL Trigger Date" means the date, following the occurrence of a CPL Trigger Event and the "Minimum Annual Royalty Amount" (as defined in the License Agreement) having ceased to be payable in any fiscal year of the Borrowers during a period commencing on or after the Second Amendment Date to (and including) **[Redacted: date]** by the Successor Licensee **[Redacted: description of license agreement and parties thereto]** because of such CPL Trigger Event (the "CPL Cessation of the Minimum Annual Royalty Amount"), on which the Agent receives written notice in form and substance reasonably acceptable to the Agent from the Irish Borrower certifying that the CPL Cessation of the Minimum Annual Royalty Amount has occurred.

"CPL Trigger Event" **[Redacted: definition]**."

"ECF Sweep Applicable Prepayment Fee" has the meaning provided therefor in Section 2.3(f).

"Financing Proceeds" means any cash or Cash Equivalents of any of the Borrowers and their Subsidiaries resulting from any issuance or sale of Stock or debt securities or other incurrence of Indebtedness for borrowed money (whether in a public offering, private placement or otherwise), or any other financing transaction resulting in receipt of proceeds.

"Minimum 2019 Prepayment Amount" means an amount equal to the sum of (i) $5,000,000 plus (ii) the result of *A minus B* where *A* is equal to $5,000,000 and *B* is equal to the aggregate Loss Amount in respect of the third and fourth quarters of the 2019 fiscal year.

"Second Amendment" means that certain Second Amendment to Facility Agreement, dated as of June 25, 2019, by and among Borrowers, the other Loan Parties party thereto, the Lenders party thereto and Agent, amending this Agreement.

"Second Amendment Date" means the date of the Second Amendment.

(b) Section 1.1 of the Facility Agreement is hereby amended by deleting the definitions of "Interest Rate", "Loss Amount' and "Maturity Date" in their entirety and substituting the following in lieu thereof:

""Interest Rate" means: (i) with respect to the Convertible Loan, 3.50% per annum for the principal amount of the Convertible Loan and any overdue interest thereon, (ii) with respect to the Amortization Loan, (A) except with respect to any outstanding portion thereof equal to the Aggregate ECF Sweep Trigger Event Reduced Amount, 3.50% per annum for the principal amount of the Amortization Loan and any overdue interest thereon and (B) with respect to any outstanding portion thereof equal to the Aggregate

ECF Sweep Trigger Event Reduced Amount, 12.50% per annum and any overdue interest thereon, (iii) with respect to the Bridge Loan, 12.50% per annum for the principal amount of the Bridge Loan and any overdue interest thereon, and (iv) with respect to any Subsequent Disbursement, 12.50% per annum for the principal amount of the Subsequent Disbursement Loans and any overdue interest thereon.

"Loss Amount" means, after a CPL Trigger Date (or, for purposes of Section 2.2(e)(i) only, a Trigger Date), the result (as set forth in financial statements required by Section 5.1(h) and the Compliance Certificate required by Section 5.1(h) (with such result accurately reported in such financial statements and Compliance Certificate) and filed or delivered (as applicable) in accordance and compliance with Section 5.1(h) for the applicable fiscal quarter, fiscal year or other applicable period) of (I) solely with respect to calculating any reduction to the Excess Cash Flow prepayment amount in Section 2.3(c) (and not for any other purposes), for any fiscal quarter of the Borrowers (which shall at all times be a calendar quarter) commencing after such CPL Trigger Date, an amount equal to (a) $1,875,000, minus (b) the aggregate amount of cash or other compensation received by the Loan Party Related Parties under the License Agreement for such fiscal quarter, (II) for any fiscal year of the Borrowers (which shall at all times be a calendar year) ending after such CPL Trigger Date (or, for purposes of Section 2.2(e)(i) only, such Trigger Date) and on or prior to **[Redacted: date]** (other than the fiscal year ending December 31, 2018), an amount equal to the result of (a) $7,500,000, minus (b) the aggregate amount of cash or other compensation received by the Loan Party Related Parties under the License Agreement for such fiscal year, and (III) for the period commencing on (and including) **[Redacted: date]** and ending on (and including) **[Redacted: date]**, an amount equal to the result of (a) $3,125,000 (i.e., five-twelfths (5/12) of $7,500,000), minus (b) five-sixths (5/6) of the aggregate amount of cash or other compensation received by the Loan Party Related Parties under the License Agreement for the **[Redacted: time period]**.

"Maturity Date" means, (i) with respect to the Amortization Loan and the Convertible Loan, December 31, 2024, (ii) with respect to the Bridge Loan, December 31, 2020, and (iii) with respect to any Subsequent Disbursement, the maturity date agreed to between the applicable Borrower and the Lenders providing such Subsequent Disbursement."

(c) Section 2.3(c) of the Facility Agreement is hereby amended and restated to read in its entirety as follows:

"(c) Commencing with the first full fiscal quarter of the Borrowers ending after the Agreement Date, on or prior to the date that is 10 days after the date the financial statements for any such fiscal quarter (or any fiscal year of the Borrowers including such fiscal quarter as the last fiscal quarter covered by such financial statements) or a Compliance Certificate for such fiscal quarter are required to be filed or delivered pursuant to Section 5.1(h) (provided that if any such amount is paid before the Excess Cash Flow amount and calculation would otherwise be publicly reported or filed pursuant to Canadian Securities Laws, then prior to 7:30 a.m. (New York City time) on the next Business Day after the date such payment is made the Canadian Parent Borrower shall file a Material Change Report under Canadian Securities Laws describing the terms of

such payment and amount and including any documents or certificates (including any Compliance Certificate) describing or providing calculations of such payment or amount as material documents under Canadian Securities Laws), the Borrowers shall prepay in cash the Loans (other than the Convertible Loan) to (y) during a Non-Third Party Agent Retention Period, the Lenders (based on their Pro Rata Share of such Loans (other than the Convertible Loan)) and (z) during a Third Party Agent Retention Period, the Third Party Agent on behalf of the Lenders (with the Third Party Agent making such payment promptly (and, in any event, within one (1) Business Day of the receipt thereof) to such Lenders based on their Pro Rata Share of such Loans (other than the Convertible Loan)) in an amount equal to the greater of (i) 50% of Excess Cash Flow of the Borrowers and their Subsidiaries for such fiscal quarter and (ii) $2,500,000; provided that, (A) solely with respect to each of the first four full fiscal quarters of the Borrowers after the Agreement Date (but, for the avoidance of doubt, not any fiscal quarter of the Borrowers thereafter), if clause (ii) above is applicable and the Borrowers and their Subsidiaries do not have sufficient Excess Cash Flow in such fiscal quarter and/or have sufficient Financing Proceeds available to make such minimum $2,500,000 prepayment for any such fiscal quarter in such period, then the Borrowers may delay or forgo making any such portion of such prepayment so long as, as of the date that the prepayment for the fourth full fiscal quarter of the Borrowers after the Agreement Date is due, payable or owed, an aggregate amount equal to (or greater than) the Minimum 2019 Prepayment Amount in prepayments have been made pursuant to this Section 2.3(c); (B) notwithstanding anything to the contrary in this Agreement or any other Loan Documents and for the avoidance of doubt, any such prepayment amount required by this Section 2.3(c) shall not be reduced or satisfied by any Warrant Exercise Prepayment, and (C) notwithstanding anything to the contrary in this Section 3.1(c), the amount required to be prepaid pursuant to the terms of this Section 2.3(c) for any fiscal quarter of the Borrowers commencing after the later of the Second Amendment Date and the CPL Trigger Date and ending on or prior to **[Redacted: date]** (the fiscal quarter ending **[Redacted: date]**, the "Last Fiscal Quarter") shall be reduced by an amount equal to 100% of the Loss Amount for such fiscal quarter, or in the case of the Last Fiscal Quarter, two-thirds (2/3) of the Loss Amount for such fiscal quarter (provided that, for the avoidance of doubt, such reduction amount shall not result in an amount less than zero under this Section 2.3(c)) (any such reduction amount in this clause (C), the "ECF Sweep Trigger Event Reduced Amount"). No premium or penalty shall be payable in respect of any prepayment required solely by this Section 2.3(c). All prepayments pursuant to this Section 2.3(c) shall be applied in accordance with Section 2.3(g). The Borrowers shall provide at least one (1) Business Day's prior written notice of any such prepayment covered by this Section 2.3(c) (which notice shall specify the amount of any portion of such mandatory principal prepayment, if any, in excess of $2,500,000, and the amount of any voluntary principal prepayment being concurrently made by the Borrowers in accordance with Section 2.3(f), in each case being applied to the Aggregate ECF Sweep Trigger Event Reduced Amount in accordance with Section 2.3(f)) to (y) during a Third Party Agent Retention Period, the Third Party Agent (with the Third Party Agent notifying the Lenders in writing promptly (and, in any event, within one (1) Business Day) of the receipt of such notice), and (2) during a Non-Third Party Agent Retention Period, the Lenders. Notwithstanding any provisions of this Facility Agreement or any

other Loan Document, the Borrowers agree that, solely for the purposes of determining the number of Flexible Exercise Shares (as defined in the Warrants) and not for any other purpose under the Loan Documents, the Borrowers shall be deemed to have made a principal prepayment of the Amortization Loan pursuant to this Section 2.3(c) in each fiscal quarter in an amount equal to the greater of (i) $2,500,000 and (ii) the amount of the principal prepayment of the Amortization Loan actually made pursuant to this Section 2.3(c) in such fiscal quarter. For the avoidance of doubt, in no event shall any prepayment deemed to have been made pursuant to the immediately preceding sentence or any prepayment required to be made pursuant to this Section 2.3(c) constitute a Warrant Exercise Prepayment."

(d) Section 2.3(f) of the Facility Agreement is hereby amended and restated to read in its entirety as follows:

"(f) The Loans (other than the Convertible Loan) may be prepaid (or otherwise paid, repaid or redeemed prior to the Maturity Date), in whole or in part, in cash at the option of the Borrowers at any time upon three (3) Business Days' prior written irrevocable notice to the Agent (and, during any Third Party Agent Retention Period, also the Third Party Agent). Any such voluntary prepayment (or payment, repayment or redemption prior to the Maturity Date) shall be made in cash to, (y) during a Non- Third Party Agent Retention Period, the Lenders (based on their Pro Rata Share of such Loans (other than the Convertible Loan)) and (z) during a Third Party Agent Retention Period, the Third Party Agent (with the Third Party Agent making such payment promptly (and, in any event within one (1) Business Day of the receipt thereof) to such Lenders based on their Pro Rata Share of such Loans (other than the Convertible Loan)), on the third (3rd) Business Day after such written notice is provided pursuant to the immediately preceding sentence. For the avoidance of doubt, the Convertible Loan may not be voluntarily prepaid under any circumstance. Notwithstanding anything to the contrary contained herein (including Section 2.3(g)), any (i) mandatory principal prepayment of the Amortization Loan pursuant to Section 2.3(c) in excess of $2,500,000 in respect of any fiscal quarter and/or (ii) voluntary principal prepayment of the Amortization Loan that is made concurrently with a mandatory prepayment of at least $2,500,000 in principal amount of the Amortization Loan in respect of any fiscal quarter pursuant to Section 2.3(c), may be applied to, and reduce, the Aggregate ECF Sweep Trigger Event Reduced Amount (but not below zero), provided that notice thereof is provided in accordance with Section 2.3(c). For the avoidance of doubt, (X) no other prepayment of the Amortization Loan shall be applied to, or reduce, the Aggregate ECF Sweep Trigger Event Reduced Amount, and (Y) any prepayment in excess of the Aggregate ECF Sweep Trigger Event Reduced Amount shall be applied in accordance with Section 2.3(g), regardless of how designated. All voluntary prepayments pursuant to this Section 2.3(f) shall be applied in accordance with Section 2.3(g). Except as otherwise provided in Section 2.3(b) with respect to Warrant Exercise Prepayments, any voluntary prepayment of the Loans (other than (x) any prepayment of the Amortization Loan made and applied to the Aggregate ECF Sweep Trigger Event Reduced Amount in accordance with this Section 2.3(f) may be made without penalty, except for any portion thereof that is in excess of 50% of Excess Cash Flow as calculated for the most recently completed fiscal quarter, in which case such prepayment shall be subject to a fee in the amount of 0.25% of the total amount

of such prepayment that is in excess of 50% of such Excess Cash Flow (the "ECF Sweep Applicable Prepayment Fee), and (y) the Convertible Loan, which may not be voluntarily prepaid) pursuant to this Section 2.3(f) or any mandatory prepayment of the Loans (other than the Convertible Loan) pursuant to Section 2.3(d) or (e) above (or any prepayment, payment, repayment or redemption of any of the Obligations pursuant to any acceleration, any action or event set forth in Section 5.4(d) or any rights or remedies available to any Secured Party or that is otherwise made) shall be subject to the payment in cash by the Borrowers to, (I) during a Non-Third Party Agent Retention Period, the Agent for the sole benefit of the Lenders (based on their Pro Rata Share of such Loans being prepaid, paid, repaid or redeemed) and (II) during a Third Party Agent Retention Period, the Third Party Agent on behalf of the Lenders and the Third Party Agent) (with the Agent making such payment promptly (and, in any event within one (1) Business Day of the receipt thereof) to such Lenders based on their Pro Rata Share of such Loans being prepaid, paid, repaid or redeemed) of (i) with respect to any Subsequent Disbursement, the applicable Subsequent Disbursement Prepayment Fee and (ii) with respect to the Amortization Loan (other than any prepayment thereof applied to the Aggregate ECF Sweep Trigger Event Reduced Amount, which shall be subject to the ECF Sweep Applicable Prepayment Fee only) and the Bridge Loan, a fee in the amount of 0.25% of the total amount of such Loans being prepaid, paid, repaid or redeemed (such fees in clauses (i) and (ii) hereof, collectively, the "Applicable Initial Disbursement Prepayment Fee," and together with the ECF Sweep Applicable Prepayment Fee and the Subsequent Disbursement Prepayment Fee, collectively, the "Prepayment Fees" and each a "Prepayment Fee"); provided that for the avoidance of doubt, no such Prepayment Fee shall be due or owed with respect to any prepayment made solely pursuant to Section 2.3(b) or (c). The Parties acknowledge and agree that, in light of the impracticality and extreme difficulty of ascertaining actual damages, the Prepayment Fee set forth in this Section 2.3(f) is intended to be a reasonable calculation of the actual damages that would be suffered by the Secured Parties as a result of any such prepayment, payment, repayment or redemption. The Parties further acknowledge and agree that the Prepayment Fee set forth in this Section 2.3(f) is not intended to act as a penalty or to punish the Borrowers or any other Loan Party for any such prepayment, payment, repayment or redemption."

(e) Section 5.1(w) of the Facility Agreement is hereby amended and restated to read in its entirety as follows:

"(w) Minimum Net Sale Financial Covenant. The Loan Parties shall maintain LTM Net Sales of at least C$50,000,000 for the most recently ended fiscal year of the Borrowers for which financial statements are required to be filed or delivered pursuant to Section 5.1(h), which shall be tested on an annual basis; provided that for any fiscal year ending after the CPL Trigger Date and on or prior to **[Redacted: date]**, such amount shall be reduced (dollar-for-dollar, after taking into account any currency conversion) by the Loss Amount (if any) for such fiscal year."

(f) Effective as of May 31, 2019 (solely with respect to this Section 2(g)), Schedule 5.1(cc) to the Facility Agreement is hereby amended by deleting clause 1 thereof in its entirety and substituting the following new clause 1 in lieu thereof:

"1. As soon as practicable, and, in any event, not later than ninety (90) days following the Agreement Date, or such longer time period as the Agent may agree in its sole discretion, Aralez Canada shall deliver, or cause to be delivered, in each case, in form reasonably satisfactory to the Agent, evidence of transfer of such domain names as indicated on Schedule 5 to the US Security Agreement and Schedule C to the Canadian Security Agreement; provided that Aralez Canada shall have until July 31, 2019 (or such longer time period as the Agent may agree in its sole discretion) to transfer the aralez.com and aralez.contractor.com domain names in the aforementioned Schedules."

(g) Exhibit F to the Facility Agreement (Form of Compliance Certificate) is hereby amended and restated in its entirety in the form attached hereto as Annex A.

SECTION 3. Conditions. The effectiveness of the amendments set forth in Section 2 of this Amendment is subject to the satisfaction on the date hereof of the following conditions precedent:

(a) the execution and delivery of this Amendment by Borrowers, each other Loan Party, Agent and the Required Lenders;

(b) the representations and warranties in Section 4 of this Amendment being true, correct and complete in all material respects (unless such representations and warranties are already subject to materiality or other qualifier, and in such event, in all respects) as of the date hereof (except to the extent that such representation or warranty expressly relates to an earlier date, in which event, as of such earlier date);

(c) no Default or Event of Default has occurred or is continuing, or would result after giving effect to the transactions contemplated by this Amendment;

(d) the receipt in cash by the Secured Parties of the payment of all fees, costs and expenses incurred thereby on or prior to the date of this Amendment that are required to be reimbursed pursuant to Section 6.3 of the Facility Agreement or Section 5 of this Amendment and all other fees, costs and expenses incurred in connection with this Amendment (and the transactions contemplated hereby) by the Secured Parties (including, in each case, all attorneys' fees of the Secured Parties and any estimates of post-closing fees, costs and expenses (including all attorneys' fees) expected to be incurred by the Secured Parties in connection with this Amendment; provided that the Borrower's obligation to pay (or reimburse the Agent and the Lenders for) all such attorney's fees, costs and expenses solely in respect of the negotiation, execution and delivery of this Amendment from June 11, 2019 through the date of this Amendment this Amendment shall be capped at $**[Redacted: cap amount]**); and

(e) the receipt by the Agent and the Lenders of all other documents, agreements, instruments and other information requested by the Agent or any Lender.

SECTION 4. Representations and Warranties. Each Loan Party hereto hereby represents and warrants to Agent and each Lender as follows as of the date hereof:

(a) each Loan Party is validly existing as a corporation, limited liability company, limited partnership or designated activity company, as applicable, and, other than a Loan Party

incorporated under the laws of Ireland, is in good standing under the laws of the jurisdiction of its incorporation, organization or formation, as applicable. Each Loan Party (i) has full power and authority (and all governmental licenses, Authorizations, permits, consents and approvals) to (A) own its properties and conduct its business and (B) enter into, and perform its obligations under, this Amendment and (C) otherwise consummate the transactions contemplated under this Amendment and (ii) is duly qualified as a foreign corporation, limited liability company, limited partnership or designated activity company, as applicable, and licensed and in good standing, under the laws of each jurisdiction where its ownership, lease or operation of property or the conduct of its business requires such qualification or license, if any, in each case of this clause (ii), where the failure to be so qualified, licensed or in good standing could reasonably be expected, individually or in the aggregate, to result in a Material Adverse Effect;

(b) the execution, delivery and performance of this Amendment has been duly authorized by each Loan Party and no further consent or authorization is required by any Loan Party, any Loan Party's board of directors (or other equivalent governing body) or the holders of any Loan Party's Stock. This Amendment has been duly authorized, executed and delivered by each of the Loan Parties and constitutes a valid, legal and binding obligation of each Loan Party, enforceable against it in accordance with its terms, except as such enforceability may be limited by applicable insolvency, bankruptcy, reorganization, moratorium or other similar laws affecting creditors' rights generally and to other general principles of equity. The execution, delivery and performance of this Amendment by each Loan Party hereto and the consummation of the transactions contemplated herein will not (A) conflict with or result in a breach or violation of any of the terms or provisions of, or constitute a default under, or result in the creation or imposition of any Lien (other than pursuant to the Loan Documents) upon any assets of any such Loan Party pursuant to, any agreement, document or instrument to which such Loan Party is a party or by which any Loan Party is bound or to which any of the assets or property of any Loan Party is subject, except, solely with respect to this clause (A), as could not reasonably be expected, individually or in the aggregate, to have a Material Adverse Effect, (B) result in any violation of or conflict with the provisions of its Organizational Documents, (C) result in the violation of any Applicable Law applicable to such Loan Party, except, solely with respect to this clause (C), as could not reasonably be expected, individually or in the aggregate, to have a Material Adverse Effect or (D) result in the violation of any judgment, order, rule, regulation or decree of any Governmental Authority which is applicable to such Loan Party. No consent, approval, Authorization or order of, or registration or filing with any Governmental Authority (including CFIUS) is required for (i) the execution, delivery and performance of this Amendment, and (ii) the consummation by any Loan Party of the transactions contemplated hereby, except for those that have been obtained or made on or prior to the date of this Amendment and which remain in full force and effect on the date of this Amendment;

(c) each of the representations and warranties set forth in the Facility Agreement and the other Loan Documents are true, correct and complete in all material respects (unless such representations and warranties are already subject to materiality or other qualifier, and in such event, in all respects) as of the date hereof (except to the extent that such representation or warranty expressly relates to an earlier date, in which event, as of such earlier date);

(d) no Default or Event of Default has occurred and is continuing, or would result after giving effect to the transactions contemplated by this Amendment; and

(e) with respect to the fiscal quarter ended March 31, 2019 of the Borrowers, the Borrowers and their Subsidiaries generated $0 in Excess Cash Flow for such fiscal quarter and the Borrowers and their Subsidiaries do not have sufficient Financing Proceeds to make the minimum $2,500,000 prepayment otherwise required by Section 2.3(c) of the Facility Agreement for such fiscal quarter.

SECTION 5. Fees, Costs and Expense Reimbursement. In connection with the Agent and the Lenders party hereto agreeing to enter into this Amendment and provide the accommodations hereunder, the Loan Parties agree to pay on the date of this Amendment all fees, costs and expenses (including attorneys' fees) incurred by the Secured Parties in connection with this Amendment and any other Loan Document and the transactions contemplated hereby and thereby; provided that the Borrower's obligation to pay (or reimburse the Agent and the Lenders for) all such attorney's fees, costs and expenses solely in respect of the negotiation, execution and delivery of this Amendment from June 11, 2019 through the date of this Amendment shall be capped at $**[Redacted: cap amount]**).

SECTION 6. Public Disclosure. At or prior to 7:30 a.m. (New York City time) on the first Business Day following the date of this Amendment, the Canadian Parent Borrower shall issue a news release that is widely disseminated in Canada, and, within the time required by applicable Canadian Securities Laws (but in no event later than five (5) Business Days after the date of this Amendment), the Canadian Parent Borrower shall file a Material Change Report under Canadian Securities Laws. Such news release and Material Change Report shall describe the terms of the transactions contemplated by this Amendment (and, in the case of the Material Change Report, include the Amendment as a material document under Canadian Securities Laws) and disclosing any other presently material nonpublic information (if any) provided or made available to any Lender (or any Lender's agents or representative) on or prior to the date of this Amendment (such news release and Material Change Report, together, the "Amendment Disclosure"). After giving effect to the Amendment Disclosure, the Borrower shall have disclosed all material, nonpublic information (if any) provided or made available to any Lender (or any Lender's agents or representatives) by Borrower or any of its respective officers, directors, employees, Affiliates or agents on or prior to the date of this Amendment. For the avoidance of doubt, nothing in this Section 6 shall limit, or otherwise affect the provisions of, Section 5.1(q) of the Facility Agreement.

SECTION 7. Captions. Captions used in this Amendment are for convenience only and shall not modify or affect the interpretation or construction of this Amendment or any of its provisions.

SECTION 8. Counterparts. This Amendment may be executed in several counterparts, and by each party hereto on separate counterparts, each of which and any photocopies, facsimile copies and other electronic methods of transmission thereof shall be deemed an original, but all of which together shall constitute one and the same agreement.

SECTION 9. Severability. If any provision of this Amendment shall be invalid, illegal or unenforceable in any respect under any law, the validity, legality and enforceability of the remaining provisions hereof shall not in any way be affected or impaired thereby. The parties hereto shall endeavor in good faith negotiations to replace the invalid, illegal or unenforceable

provisions with valid provisions the economic effect of which comes as close as possible to that of the invalid, illegal or unenforceable provision.

SECTION 10. Entire Agreement. The Facility Agreement as amended hereby, together with all other Loan Documents, contains the entire understanding among the parties hereto with respect to the matters covered thereby and supersedes any and all other written and oral communications, negotiations, commitments and writings with respect thereto.

SECTION 11. Successors; Assigns. This Amendment shall be binding upon Borrowers, the Loan Parties, the Lenders and Agent and their respective successors and permitted assigns, and shall inure to the benefit of Borrowers, the Loan Parties, the Lenders, Agent and the other Secured Parties and the successors and permitted assigns of the Borrowers, the Loan Parties, the Lenders, Agent and the other Secured Parties. No other Person shall be a direct or indirect legal beneficiary of, or have any direct or indirect cause of action or claim in connection with, this Amendment or any of the other Loan Documents. No Loan Party may assign or otherwise transfer all or any part of their rights or obligations under this Amendment without the prior written consent of all of the Lenders, and any prohibited assignment by the Loan Parties shall be absolutely void *ab initio*.

SECTION 12. Governing Law. ALL QUESTIONS CONCERNING THE CONSTRUCTION, VALIDITY, ENFORCEMENT AND INTERPRETATION OF THIS AMENDMENT SHALL BE GOVERNED BY AND CONSTRUED AND ENFORCED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK APPLICABLE TO CONTRACTS MADE AND TO BE PERFORMED IN SUCH STATE. Section 6.4 of the Facility Agreement is incorporated herein, *mutatis mutandis*.

SECTION 13. Reaffirmation and Ratification; No Waiver; No Novation. Each Loan Party hereto as debtor, grantor, pledgor, guarantor, assignor, or in any other similar capacity in which such Person grants Liens in its property or otherwise acts as accommodation party or guarantor, as the case may be pursuant to the Loan Documents, hereby (i) ratifies and reaffirms all of its payment and performance obligations, contingent or otherwise, under the Facility Agreement and each other Loan Document to which it is a party (after giving effect hereto) and (ii) to the extent such Person granted Liens or security interests in any of its property pursuant to any Loan Documents as security for or otherwise guaranteed the Obligations under or with respect to the Loan Documents, ratifies and reaffirms such guarantee and grant (and the validity and enforceability thereof) of Liens and confirms and agrees and acknowledges that such Liens and security interests, and all Collateral heretofore pledged as security for such obligations, continue to be and remain collateral for such obligations from and after the date hereof. Each Loan Party hereto hereby consents to this Amendment and acknowledges that the Facility Agreement and each other Loan Document remains in full force and effect and is hereby ratified and reaffirmed. The execution and delivery of this Amendment shall not operate as a waiver of any right, power or remedy of Agent, the Lenders or any other Secured Party, constitute a waiver of any provision of the Facility Agreement or any other Loan Document or serve to effect a novation of the obligations (including the Obligations).

SECTION 14. Effect on Loan Documents.

(a) The Facility Agreement, as amended hereby, and each of the other Loan Documents, as amended as of the date hereof, shall be and remain in full force and effect in accordance with their respective terms and hereby are ratified and confirmed in all respects. The execution, delivery, and performance of this Amendment shall not operate, except with respect to the modifications and amendments expressly set forth herein, as a waiver of, consent to, or a modification or amendment of, any right, power, or remedy of Agent or any Lender under the Facility Agreement or any other Loan Document. Except for the amendments to the Facility Agreement expressly set forth herein, the Facility Agreement and the other Loan Documents shall remain unchanged and in full force and effect. The amendments, modifications and other agreements set forth herein are limited to the specified provisions hereof, shall not apply with respect to any facts or occurrences other than those on which the same are based, shall neither excuse future non-compliance with the Loan Documents nor operate as a waiver of any Default or Event of Default, shall not operate as a consent to any further or other matter under the Loan Documents and shall not be construed as an indication that any waiver of covenants or any other provision of the Facility Agreement will be agreed to, it being understood that the granting or denying of any waiver which may hereafter be requested by Borrowers or any other Loan Party remains in the sole and absolute discretion of the Agent and the Lenders.

(b) Upon and after the effectiveness of this Amendment, each reference in the Facility Agreement to "this Agreement", "hereunder", "herein", "hereof" or words of like import referring to the Facility Agreement, and each reference in the other Loan Documents to "the Facility Agreement", "thereunder", "therein", "thereof" or words of like import referring to the Facility Agreement, shall mean and be a reference to the Facility Agreement as modified and amended hereby.

(c) To the extent that any of the terms and conditions in any of the Loan Documents shall contradict or be in conflict with any of the terms or conditions of the Facility Agreement, after giving effect to this Amendment, such terms and conditions are hereby deemed modified and amended accordingly to reflect the terms and conditions of the Facility Agreement as modified and amended hereby.

(d) This Amendment is a Loan Document.

SECTION 15. Guarantors' Acknowledgment and Agreement. Although the Guarantors party hereto have been informed of the matters set forth herein and have agreed to the same, each such Guarantor understands, acknowledges and agrees that none of the Secured Parties has any obligations to inform such Guarantor of such matters in the future or to seek its acknowledgment or agreement to future amendments, restatements, supplements, changes, modifications, waivers or consents, and nothing herein shall create such a duty.

[Signature Pages Follow]

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be duly executed as of the first day written above.

CANADIAN PARENT BORROWER AND GUARANTOR:

NUVO PHARMACEUTICALS INC.,
an Ontario corporation, as the Canadian Parent Borrower and a Guarantor

By: ___*"Jesse F. Ledger"*__
Name: Jesse F. Ledger
Title: President and Chief Executive Officer

IRISH BORROWER AND GUARANTOR:

NUVO PHARMACEUTICALS (IRELAND) DESIGNATED ACTIVITY COMPANY,
an Irish designated activity company, as the Irish Borrower and a Guarantor

By:___*"Gerald Collis"*__
Name: Gerald Collis
Title: Director

OTHER LOAN PARTIES:

ARALEZ PHARMACEUTICALS CANADA INC., an Ontario corporation, as a Guarantor

By: ___*"Jesse F. Ledger"*__
Name: Jesse F. Ledger
Title: President and Chief Executive Officer

LENDERS:

DEERFIELD PARTNERS, L.P.

By: "Deerfield Mgmt, L.P., its General Partner
By: J.E. Flynn Capital, LLC, its General Partner

By: "*David J. Clark*"
Name: David J. Clark
Title: Authorized Signatory

DEERFIELD PRIVATE DESIGN FUND III, L.P.

By: Deerfield Mgmt III, L.P., its General Partner
By: J.E. Flynn Capital III, LLC, its General Partner

By: "*David J. Clark*"
Name: David J. Clark
Title: Authorized Signatory

AGENT:

DEERFIELD PRIVATE DESIGN FUND III, L.P.

By: Deerfield Mgmt III, L.P., its General Partner
By: J.E. Flynn Capital III, LLC, its General Partner

By: "*David J. Clark*"
Name: David J. Clark
Title: Authorized Signatory

ANNEX A

AMENDED AND RESTATED FORM OF COMPLIANCE CERTIFICATE

See attached.