

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

FORM 8-K

**CURRENT REPORT
Pursuant to Section 13 or 15(d)
of the Securities Exchange Act of 1934**

Date of Report (Date of earliest event reported): August 14, 2022

ATHENEX, INC.
(Exact name of registrant as specified in its charter)

Delaware
(State or other jurisdiction
of incorporation)

001-38112
(Commission
File Number)

43-1985966
(IRS Employer
Identification No.)

1001 Main Street, Suite 600, Buffalo, New York
(Address of principal executive offices)

14203
(Zip Code)

Registrant's telephone number, including area code: (716) 427-2950

Check the appropriate box below if the Form 8-K filing is intended to simultaneously satisfy the filing obligation of the registrant under any of the following provisions:

- Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)
- Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)
- Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))
- Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))

Securities registered pursuant to Section 12(b) of the Exchange Act:

Title of each class	Trading Symbol(s)	Name of each exchange on which registered
Common Stock, par value \$0.001 per share	ATNX	The Nasdaq Global Select Market

Indicate by check mark whether the registrant is an emerging growth company as defined in Rule 405 of the Securities Act of 1933 (§230.405 of this chapter) or Rule 12b-2 of the Securities Exchange Act of 1934 (§240.12b-2 of this chapter).

Emerging growth company

If an emerging growth company, indicate by check mark if the registrant has elected not to use the extended transition period for complying with any new or revised financial accounting standards provided pursuant to Section 13(a) of the Exchange Act.

Item 1.01 Entry into a Material Definitive Agreement.

On August 14, 2022, Athenex, Inc. (the “Company”) entered into a Limited Waiver (the “Waiver”) under the Revenue Interest Purchase Agreement (the “RIPA”) with affiliates of Sagard Healthcare Partners and funds managed by Oaktree Capital Management (together, the “Purchasers”), pursuant to which the Purchasers waived the obligation of the Company to wire the \$7,500,000 held in a segregated account (the “Segregated Funds”) to Oaktree Fund Administration, LLC, as administrative agent (in such capacity, the “Administrative Agent”) for the lenders (the “Lenders”) under that certain Credit Agreement and Guaranty, dated as of June 19, 2020 by and among the Company, as borrower, the guarantors from time to time party thereto, the Administrative Agent and the Lenders (as amended, amended and restated, supplemented or otherwise modified from time to time, the “Credit Agreement”) to be applied to the indebtedness under the Credit Agreement in accordance with the Credit Agreement. Accordingly, the Company has the right to use the Segregated Funds for its general corporate purposes.

Also on August 14, 2022, the Company entered into the Sixth Amendment to the Credit and Guaranty Agreement (the “Sixth Amendment”) with the Administrative Agent and the Lenders. Under the Sixth Amendment, the Lenders waived the Company’s obligation, if certain conditions in the RIPA and Credit Agreement had not been satisfied, to make an additional mandatory prepayment of the indebtedness under the Credit Agreement in the principal amount equal to \$7,500,000, plus accrued and unpaid interest in respect of the principal amount being repaid and fees equal to 5% of the principal amount repaid, allocated as a 2.0% Exit Fee and 3.0% Prepayment Fee (each as defined in the Credit Agreement).

In addition, under the Sixth Amendment the Company agreed to, on or before September 30, 2022, make a mandatory prepayment in a principal amount equal to the amount by which \$6,875,000 exceeds any mandatory prepayments made by the Company on or prior to September 30, 2022 from the proceeds of the sale of the Company’s China API business to TiHe Capital (Beijing) Co., Ltd. (“TiHe”) in accordance with the Equity Purchase Agreement, dated as of July 7, 2022, by and between the Company and TiHe. If the sale to TiHe is not completed after September 30, 2022, the Company must make a mandatory prepayment of principal equal to \$6,875,000 on September 30, 2022. However, any such mandatory prepayment shall be credited against any mandatory prepayments otherwise required in respect of the sale to TiHe. In addition to the mandatory prepayment of principal described in this paragraph, the Company must pay accrued and unpaid interest in respect of the principal amount being repaid plus fees equal to 5% of the principal amount being repaid, allocated as a 2.0% Exit Fee and 3.0% Prepayment Fee (each as defined in the Credit Agreement).

The foregoing summary of the Waiver and the Sixth Amendment do not purport to be complete and are qualified in their entirety by reference to the full text of the Waiver and the Sixth Amendment, copies of which are filed hereto as Exhibit 10.1 and Exhibit 10.2 and are incorporated herein by reference.

Item 2.03 Creation of a Direct Financial Obligation or an Obligation under an Off-Balance Sheet Arrangement of a Registrant.

The information contained in Item 1.01 of this Current Report on Form 8-K is incorporated herein by reference.

Item 2.04 Triggering Events That Accelerate or Increase a Direct Financial Obligation or an Obligation under an Off-Balance Sheet Arrangement.

The information contained in Item 1.01 of this Current Report on Form 8-K is incorporated herein by reference.

Item 9.01 Financial Statements and Exhibits.

(d) Exhibits

<u>Exhibit No.</u>	<u>Description</u>
10.1	<u>Limited Waiver under Revenue Interest Purchase Agreement, by and among ATNX SPV, LLC, Athenex, Inc., and the Purchaser parties thereto, dated as of August 14, 2022.</u>
10.2	<u>Sixth Amendment to Credit and Guaranty Agreement, by and among Athenex, Inc., the Lenders party thereto, and Oaktree Fund Administration, LLC, as administrative agent for the Lenders, dated as of August 14, 2022.</u>
104	Cover Page Interactive Data File (embedded within the Inline XBRL document)

SIGNATURES

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

ATHENEX, INC.

Date: August 18, 2022

/s/ Joe Annoni

Name: Joe Annoni

Title: Chief Financial Officer

This **LIMITED WAIVER UNDER REVENUE INTEREST PURCHASE AGREEMENT** (this “Waiver”) is made and entered into as of August 14, 2022 (referred to herein as the “Effective Date”), by and among ATNX SPV, LLC, a Delaware limited liability corporation (“Seller”), Athenex, Inc., a Delaware corporation (“Parent”), Oaktree-TCDRS Strategic Credit, LLC, a Delaware limited liability company (“Oaktree TCDRS”), Oaktree-Minn Strategic Credit, LLC, a Delaware limited liability company (“Oaktree Minn”), Oaktree-Forrest Multi-Strategy, LLC, a Delaware limited liability company (“Oaktree Forrest”), Oaktree-TBMR Strategic Credit Fund C, LLC, a Delaware limited liability company (“Oaktree TBMR C”), Oaktree-TBMR Strategic Credit Fund F, LLC, a Delaware limited liability company (“Oaktree TBMR F”), Oaktree-TBMR Strategic Credit Fund G, LLC, a Delaware limited liability company (“Oaktree TBMR G”), Oaktree-TSE 16 Strategic Credit, LLC, a Delaware limited liability company (“Oaktree TSE”), INPRS Strategic Credit Holdings, LLC, a Delaware limited liability company (“Oaktree INPRS”), Oaktree Gilead Investment Fund AIF (Delaware), L.P., a Delaware limited liability partnership (“Oaktree Gilead”), Oaktree Strategic Income II, Inc., a Delaware corporation (“Oaktree Strategic Income”), Oaktree Specialty Lending Corporation, a Delaware corporation (“Oaktree Specialty Lending”), and Oaktree Huntington-GCF Investment Fund (Direct Lending AIF), L.P., a Delaware limited liability partnership (“Oaktree GCF”), and collectively with Oaktree TCDRS, Oaktree Minn, Oaktree Forrest, Oaktree TBMR C, Oaktree TBMR F, Oaktree TBMR G, Oaktree TSE, Oaktree INPRS, Oaktree Gilead, Oaktree Strategic Income, and Oaktree Specialty Lending, “Oaktree”), Sagard Healthcare Royalty Partners, LP, a Cayman Islands exempt limited partnership (“Sagard Cayman”), and Sagard Healthcare Partners Co-Invest DAC, a company incorporated in Ireland, (registered no. 714903), the registered office of which is at 32 Molesworth Street, Dublin 2 Ireland (“Sagard Ireland”), and together with Sagard Cayman, “Sagard”, and together with Oaktree, and Sagard’s and Oaktree’s respective successors and permitted assigns, collectively, the “Purchasers,” and each, a “Purchaser”). Seller, Parent, Oaktree, Sagard Cayman and Sagard Ireland are each referred to herein individually as a “Party” or “party” and collectively as the “Parties”. *Capitalized terms used but not otherwise defined herein have the meanings given to them in the RIPA (as defined below).*

WHEREAS, on June 21, 2022, the Parties entered into that certain Revenue Interest Purchase Agreement (the “RIPA”); and

WHEREAS, Parent has requested that Purchasers waive any obligation of Parent to wire the \$7,500,000 in the Segregated Account to the Administrative Agent pursuant to the third sentence of Section 6.03(e) of the RIPA and any notice obligations under Section 6.03(e) of the RIPA.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree, as of the Effective Date, as follows:

1. Purchasers hereby waive (i) any notice obligations of Parent under Section 6.03(e) of the RIPA and (ii) any obligations of Parent to wire the \$7,500,000 in the Segregated Account to the Administrative Agent pursuant to the third sentence of Section 6.03(e) of the RIPA. Purchasers acknowledge and agree that notwithstanding anything to the contrary in Section 6.03(e) of the RIPA, Parent is hereby free to transfer the funds from the Segregated Account to such other account as Parent may determine and otherwise use the funds as Parent may determine in its sole discretion.

2. Except as specifically modified by this Waiver, the RIPA shall remain in full force and effect and the execution and delivery of this Waiver shall not operate as a waiver of any other right, power or remedy of Purchasers nor constitute a waiver of any other provision of the RIPA.

3. Sections 8.09 (Governing Law; Jurisdiction; Service of Process; Waiver of Jury Trial); 8.10 (Severability) and 8.11 (Counterparts; Effectiveness) of the RIPA are incorporated by reference herein *mutatis mutandis*.

[Signature Pages Follow]

IN WITNESS WHEREOF, the Parties have caused this Waiver to be duly executed by their respective authorized officers as of the date first above written.

ATNX SPV, LLC

By: /s/ Daniel Lang
Name: Daniel Lang, M.D.
Title: Board Member, Chief Executive Officer and
Secretary

ATHENEX, INC.

By: /s/ Johnson Y.N. Lau
Name: Johnson Y.N. Lau
Title: Chairman and Chief Executive Officer

Oaktree-TCDRS Strategic Credit, LLC
Oaktree-Minn Strategic Credit, LLC
Oaktree-Forrest Multi-Strategy, LLC
Oaktree-TBMR Strategic Credit Fund C, LLC
Oaktree-TBMR Strategic Credit Fund F, LLC
Oaktree-TBMR Strategic Credit Fund G, LLC
Oaktree-TSE 16 Strategic Credit, LLC
INPRS Strategic Credit Holdings, LLC

By: Oaktree Capital Management, L.P.
Its: Manager

By: /s/ Jessica Dombroff
Name: Jessica Dombroff
Title: Vice President

By: /s/ Maria Attaar
Name: Maria Attaar
Title: Vice President

Oaktree Gilead Investment Fund AIF (Delaware), L.P.

By: Oaktree Fund AIF Series, L.P. – Series T
Its: General Partner

By: Oaktree Fund GP AIF, LLC
Its: Managing Member

By: Oaktree Fund GP III, L.P.
Its: Managing Member

By: /s/ Jessica Dombroff
Name: Jessica Dombroff
Title: Authorized Signatory

By: /s/ Maria Attaar
Name: Maria Attaar
Title: Authorized Signatory

**Oaktree Strategic Income II Inc.
Oaktree Specialty Lending Corporation**

By: Oaktree Fund Advisors, LLC
Its: Investment Adviser

By: /s/ Jessica Dombroff
Name: Jessica Dombroff
Title: Vice President

By: /s/ Maria Attaar
Name: Maria Attaar
Title: Vice President

**Oaktree Huntington-GCF Investment Fund (Direct
Lending AIF), L.P.**

By: Oaktree Huntington-GCF Investment Fund (Direct
Lending AIF) GP, L.P.
Its: General Partner

By: Oaktree Huntington-GCF Investment Fund (Direct
Lending AIF) GP, LLC
Its: General Partner

By: Oaktree Fund GP III, L.P.
Its: Managing Member

By: /s/ Jessica Dombroff
Name: Jessica Dombroff
Title: Authorized Signatory

By: /s/ Maria Attaar
Name: Maria Attaar
Title: Authorized Signatory

SAGARD HEALTHCARE ROYALTY PARTNERS, LP

By: Sagard Healthcare Royalty Partners GP LLC, its general partner

By: /s/ Adam Vigna

Name: Adam Vigna

Title: Chief Investment Officer

By: /s/ Jason Sneah

Name: Jason Sneah

Title: Manager

**SAGARD HEALTHCARE PARTNERS CO-INVEST
DAC**

By: /s/ Kate Macken

Name: Kate Macken

Title: Director

SIXTH AMENDMENT TO CREDIT AND GUARANTY AGREEMENT

THIS SIXTH AMENDMENT TO CREDIT AND GUARANTY AGREEMENT (this “**Amendment**”), dated as of August 14, 2022, is made by and among ATHENEX, INC., a Delaware corporation (as applicable, the “**Borrower**”), the Lenders party hereto and OAKTREE FUND ADMINISTRATION, LLC, as administrative agent for the Lenders (in such capacity, the “**Administrative Agent**”).

WHEREAS, the parties hereto are party to that certain Credit and Guaranty Agreement, dated as of June 19, 2020 (as amended by that certain First Amendment and Limited Waiver to Credit and Guaranty Agreement, dated as of June 3, 2021, that certain Second Amendment to Credit and Guaranty Agreement, dated December 14, 2021, that certain Third Amendment to Credit and Guaranty Agreement and First Amendment to Warrants, dated as of January 19, 2022, that certain Fourth Amendment to Credit and Guaranty Agreement, Second Amendment to the Warrants and Partial Release of Collateral, dated as of June 21, 2022, that certain Fifth Amendment to Credit and Guaranty Agreement, dated as of June 29, 2022, and as further amended, restated or modified from time to time, the “**Credit Agreement**”) by and among the Borrower, the Guarantors party thereto from time to time, the Lenders party thereto from time to time, and the Administrative Agent;

WHEREAS, Section 3.03(b)(iv)(B) of the Credit Agreement requires that the Borrower make a mandatory prepayment in the principal amount equal to \$7,500,000, plus accrued and unpaid interest in respect of the principal amount being prepaid, the Exit Fee in respect of the principal amount being prepaid and the Prepayment Fee in respect of the principal amount being prepaid (the “**Specified Prepayment**”) under certain circumstances; and

WHEREAS, the Borrower has requested that the Lenders and the Administrative Agent agree to (i) make certain amendments to the Credit Agreement and (ii) waive the requirement to make the Specified Prepayment, in each case, subject to the terms and conditions contained herein.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows.

SECTION 1 Capitalized Terms. All capitalized terms used in this Amendment (including in the recitals hereof) and not otherwise defined herein shall have the meanings assigned to them in the Credit Agreement.

SECTION 2 Amendment to the Credit Agreement. Notwithstanding anything in the Credit Agreement or the other Loan Documents to the contrary, the Lenders and the Borrower hereby agree that on the Sixth Amendment Effective Date, Section 3.03(b)(iv)(B) is hereby amended and restated in its entirety to read as follows:

“(B) On or prior to September 30, 2022, the Borrower shall make a mandatory prepayment in a principal amount equal to the amount by which \$6,875,000 exceeds any prepayments made by the Borrower on or prior to such date pursuant to Section 3.03(b)(i) from the Net Cash Proceeds from the sale of the China API business to TiHe Capital (Beijing) Co., Ltd. in accordance with the Equity Purchase Agreement, dated as of July 7, 2022 (the “**China API Sale**”), plus accrued and unpaid interest in respect of the principal amount being repaid, the Exit Fee in respect of the principal amount being repaid and the Prepayment Fee in respect of the principal amount being repaid. The principal amount of such prepayment shall reduce dollar-for-dollar the amount of any mandatory prepayment that would be required pursuant to Section 3.03(b)(i) from the Net Cash Proceeds of the China API Sale after September 30, 2022. By way of example, if the Borrower consummates the China API Sale prior to September 30, 2022 and makes a mandatory prepayment of the Loans pursuant to Section 3.03(b)(i) on or prior to such date in excess of \$6,875,000, then no further mandatory prepayment shall be required pursuant to this Section 3.03(b)(iv)(B).”

SECTION 3 Limited Waiver. Subject to the satisfaction of the conditions precedent specified in Section 4 hereof, the Administrative Agent and the Lenders hereby waive any Default or Event of Default under Section 11.01(a) and Section 11.01(b) of the Credit Agreement arising out of the failure to make the Specified Prepayment (the “**Payment Defaults**”) and any Default or Event of Default under Section 11.01(d) of the Credit Agreement arising out of the failure to provide timely notice of the Payment Defaults pursuant to Section 8.02(a) of the Credit Agreement (together with the Payment Defaults, the “**Specified Defaults**”). For the avoidance of doubt, the Borrower shall be

required to make the mandatory prepayment required pursuant to Section 3.03(b)(iv)(B) of the Credit Agreement as amended by this Amendment on the date set forth therein.

SECTION 4 Effectiveness. Sections 2 and 3 to this Amendment shall become effective only upon the satisfaction or waiver by the Lenders of the following conditions precedent (the date of such satisfaction or waiver of the following conditions being referred herein as the “**Sixth Amendment Effective Date**”):

(a) Each of the Borrower and the Lenders shall have executed this Amendment and the Administrative Agent shall have received a fully executed copy of this Amendment.

(b) The representations and warranties of the Borrower set out in Section 5 below shall be true and correct on and as of the Sixth Amendment Effective Date, except for any representation or warranty expressly stated to be made as of a specific date, in which case such representation or warranty shall be true and correct as of such specific date.

SECTION 5 Representations and Warranties.

The Borrower represents and warrants as of the date hereof and on the Sixth Amendment Effective Date that:

(a) **Power and Authority.** The Borrower has full power, authority and legal right to enter into and perform its obligations under this Amendment and the other Loan Documents to which it is a party.

(b) **Authorization; Enforceability.** The execution of this Amendment and performance hereunder are within the Borrower’s corporate or other organizational powers and have been duly authorized by all necessary corporate or other organizational action including, if required, approval by all necessary holders of Equity Interests. This Amendment has been duly executed and delivered by the Borrower and constitutes a legal, valid and binding obligation of the Borrower, enforceable against the Borrower in accordance with its terms, except as such enforceability may be limited by (i) bankruptcy, insolvency, reorganization, moratorium or similar laws of general applicability affecting the enforcement of creditors’ rights and (ii) the application of general principles of equity (regardless of whether such enforceability is considered in a proceeding in equity or at law).

(c) **Governmental and Other Approvals; No Conflicts.** None of the execution, delivery and performance by the Borrower of the Amendment (i) requires any Governmental Approval of, registration or filing with, or any other action by, any Governmental Authority or any other Person, except for such as have been obtained or made and are in full force and effect, (ii) will violate (1) any Law, (2) any Organic Document of the Borrower or (3) any order of any Governmental Authority, that in the case of **clause (ii)(1)** or **clause (ii)(3)**, individually or in the aggregate, could reasonably be expected to result in a Material Adverse Effect, (iii) will violate or result in a default under any Material Agreement binding upon the Borrower that, individually or in the aggregate, could reasonably be expected to result in a Material Adverse Effect or (iv) will result in the creation or imposition of any Lien (other than Permitted Liens) on any asset of any Obligor or any of its Subsidiaries.

(d) **No Default or Event of Default.** No event has occurred and is continuing or would result after giving effect to this Amendment that would constitute an Event of Default or a Default (other than the Specified Defaults).

SECTION 6 Miscellaneous.

(a) **References Within Loan Documents.** Each reference in the Credit Agreement on and after the Sixth Amendment Effective Date to “this Agreement” and the words “hereof,” “herein,” “hereunder,” or words of like import, shall mean and be a reference to the Credit Agreement as amended by Section 2 of this Amendment,.

(b) **Binding Effect.** This Amendment binds and is for the benefit of the successors and permitted assigns of each party.

(c) **Limited Waiver.** Except as specifically modified above, (i) the Credit Agreement and all other Loan Documents shall remain in full force and effect, and are hereby ratified and confirmed and (ii) the execution, delivery and effectiveness of this Amendment shall not operate as a waiver of any right, power or remedy of the Administrative Agent or the Lenders nor constitute a waiver of any provision of the Credit Agreement or any of the Loan Documents. None of the Administrative Agent or any Lender is under any obligation to enter into this Amendment. The entering into this Amendment by such parties shall not be deemed to limit or hinder any rights of any such party under the Loan Documents, nor, except as provided in Section 2, as applicable, shall it be deemed to create or infer a course of dealing between any such party, on the one hand, and the Borrower, on the other hand, with regard to any provision of the Loan Documents.

(d) **Governing Law. THIS AMENDMENT SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAWS OF THE STATE OF NEW YORK.**

(e) **Severability of Provisions.** Each provision of this Amendment is severable from every other provision in determining the enforceability of any provision.

(f) **Counterparts.** This Amendment may be executed in any number of counterparts and by different parties on separate counterparts, each of which, when executed and delivered, is an original, and all taken together, constitute one Amendment. Delivery of an executed counterpart of a signature page of this Amendment by facsimile, portable document format (.pdf) or other electronic transmission will be as effective as delivery of a manually executed counterpart hereof.

(g) **Loan Documents.** This Amendment and the documents related thereto shall constitute Loan Documents.

(h) **Electronic Execution of Certain Other Documents.** The words “execution,” “execute”, “signed,” “signature,” and words of like import in or related to any document to be signed in connection with this Amendment and the transactions contemplated hereby (including without limitation assignments, assumptions, amendments, waivers and consents) shall be deemed to include electronic signatures, the electronic matching of assignment terms and contract formations on electronic platforms approved by the Administrative Agent, or the keeping of records in electronic form, each of which shall be of the same legal effect, validity or enforceability as a manually executed signature or the use of a paper-based recordkeeping system, as the case may be, to the extent and as provided for in any applicable law, including the Federal Electronic Signatures in Global and National Commerce Act, the New York State Electronic Signatures and Records Act, or any other similar state laws based on the Uniform Electronic Transactions Act.

[Balance of Page Intentionally Left Blank; Signature Pages Follow]

IN WITNESS WHEREOF, the parties hereto have duly executed this Amendment, as of the date first above written.

BORROWER AND ISSUER:

ATHENEX, INC.,
a Delaware corporation

By: /s/ Johnson Y.N. Lau

Name: Dr. Johnson Y.N. Lau

Title: Chairman and Chief Executive Officer

ADMINISTRATIVE AGENT:

OAKTREE FUND ADMINISTRATION, LLC

By: Oaktree Capital Management, L.P.

Its: Managing Member

By: /s/ Jessica Dombroff

Name: Jessica Dombroff

Title: Vice President

By: /s/ Maria Attaar

Name: Maria Attaar

Title: Vice President

LENDERS AND WARRANT HOLDERS:

OAKTREE-TCDRS STRATEGIC CREDIT, LLC

By: Oaktree Capital Management, L.P.

Its: Manager

By: /s/ Jessica Dombroff

Name: Jessica Dombroff

Title: Vice President

By: /s/ Maria Attaar

Name: Maria Attaar

Title: Vice President

EXELON STRATEGIC CREDIT HOLDINGS, LLC

By: Oaktree Capital Management, L.P.

Its: Manager

By: /s/ Jessica Dombroff

Name: Jessica Dombroff

Title: Vice President

By: /s/ Maria Attaar

Name: Maria Attaar

Title: Vice President

OAKTREE-NGP STRATEGIC CREDIT, LLC

By: Oaktree Capital Management, L.P.
Its: Manager

By: /s/ Jessica Dombroff

Name: Jessica Dombroff
Title: Vice President

By: /s/ Maria Attaar

Name: Maria Attaar
Title: Vice President

OAKTREE-MINN STRATEGIC CREDIT LLC

By: Oaktree Capital Management, L.P.
Its: Manager

By: /s/ Jessica Dombroff

Name: Jessica Dombroff
Title: Vice President

By: /s/ Maria Attaar

Name: Maria Attaar
Title: Vice President

OAKTREE-FORREST MULTI-STRATEGY LLC

By: Oaktree Capital Management, L.P.
Its: Manager

By: /s/ Jessica Dombroff

Name: Jessica Dombroff
Title: Vice President

By: /s/ Maria Attaar

Name: Maria Attaar
Title: Vice President

**OAKTREE-TBMR STRATEGIC CREDIT FUND C,
LLC**

By: Oaktree Capital Management, L.P.
Its: Manager

By: /s/ Jessica Dombroff
Name: Jessica Dombroff
Title: Vice President

By: /s/ Maria Attaar
Name: Maria Attaar
Title: Vice President

**OAKTREE-TBMR STRATEGIC CREDIT FUND F,
LLC**

By: Oaktree Capital Management, L.P.
Its: Manager

By: /s/ Jessica Dombroff
Name: Jessica Dombroff
Title: Vice President

By: /s/ Maria Attaar
Name: Maria Attaar
Title: Vice President

**OAKTREE-TBMR STRATEGIC CREDIT FUND G,
LLC**

By: Oaktree Capital Management, L.P.
Its: Manager

By: /s/ Jessica Dombroff
Name: Jessica Dombroff
Title: Vice President

By: /s/ Maria Attaar
Name: Maria Attaar
Title: Vice President

OAKTREE-TSE 16 STRATEGIC CREDIT, LLC

By: Oaktree Capital Management, L.P.
Its: Manager

By: /s/ Jessica Dombroff
Name: Jessica Dombroff
Title: Vice President

By: /s/ Maria Attaar
Name: Maria Attaar
Title: Vice President

INPRS STRATEGIC CREDIT HOLDINGS, LLC

By: Oaktree Capital Management, L.P.
Its: Manager

By: /s/ Jessica Dombroff
Name: Jessica Dombroff
Title: Vice President

By: /s/ Maria Attaar
Name: Maria Attaar
Title: Vice President

OAKTREE HUNTINGTON-GCF INVESTMENT FUND, L.P.

By: Oaktree Huntington-GCF Investment Fund GP, L.P.
Its: General Partner

By: Oaktree Huntingon-GCF Investment Fund GP, LLC
Its: General Partner

By: Oaktree Fund GP I, L.P.
Its: Managing Member

By: /s/ Jessica Dombroff
Name: Jessica Dombroff
Title: Authorized Signatory

By: /s/ Maria Attaar
Name: Maria Attaar
Title: Authorized Signatory

OAKTREE STRATEGIC INCOME II, INC.

By: Oaktree Fund Advisors, LLC
Its: Investment Advisor

By: /s/ Jessica Dombroff
Name: Jessica Dombroff
Title: Vice President

By: /s/ Maria Attaar
Name: Maria Attaar
Title: Vice President

OAKTREE SPECIALTY LENDING CORPORATION

By: Oaktree Fund Advisors, LLC
Its: Investment Adviser

By: /s/ Jessica Dombroff
Name: Jessica Dombroff
Title: Vice President

By: /s/ Maria Attaar
Name: Maria Attaar
Title: Vice President

OAKTREE STRATEGIC INCOME CORPORATION

By: Oaktree Fund Advisors, LLC
Its: Investment Adviser

By: /s/ Jessica Dombroff
Name: Jessica Dombroff
Title: Vice President

By: /s/ Maria Attaar
Name: Maria Attaar
Title: Vice President

OAKTREE GILEAD INVESTMENT FUND, L.P.

By: Oaktree Gilead Investment Fund GP, L.P.
Its: General Partner

By: Oaktree Fund GP, LLC
Its: General Partner

By: Oaktree Fund GP I, L.P.
Its: Managing Member

By: /s/ Jessica Dombroff
Name: Jessica Dombroff
Title: Authorized Signatory

By: /s/ Maria Attaar
Name: Maria Attaar
Title: Authorized Signatory

**SAGARD HEALTHCARE ROYALTY PARTNERS, LP,
acting through its general partner, SAGARD
HEALTHCARE ROYALTY PARTNERS GP LLC**

By: /s/ Adam Vigna
Name: Adam Vigna
Title: Chief Investment Officer

By: /s/ Jason Sneah
Name: Jason Sneah
Title: Manager

OPB SHRP CO-INVEST CREDIT LIMITED

By: /s/ Jennifer Hartviksen
Name: Jennifer Hartviksen
Title: Managing Director, Global Credit

SIMCOE SHRP CO-INVEST CREDIT LTD.

By: /s/ Jennifer Hartviksen
Name: Jennifer Hartviksen
Title: Managing Director, Global Credit