

FIRST AMENDMENT TO STOCK PURCHASE AGREEMENT

This First Amendment to Stock Purchase Agreement (the "Amendment") is made as of October 16, 2018, by and between Pediapharm Inc., a corporation existing under the federal laws of Canada ("Pediapharm"), MI Acquisitions, Inc., a Delaware corporation (the "Purchaser"), medac GmbH, a Gesellschaft mit beschränkter Haftung organized and existing under the laws of Germany (the "Seller"), and medac Pharma, Inc., a Delaware corporation and a wholly-owned subsidiary of the Seller (the "Company") (each a "Party" and collectively, the "Parties").

WHEREAS, the Parties entered into that certain Stock Purchase Agreement as of September 6, 2018 (the "Purchase Agreement"); and

WHEREAS, the Parties desire to enter into this Amendment to amend the Purchase Agreement as set forth in herein pursuant to Section 10.2 of the Purchase Agreement.

NOW, THEREFORE, intending to be legally bound and in consideration of the mutual provisions set forth in this Amendment and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Waiver. Notwithstanding Section 2.2. of the Purchase Agreement, the Parties hereby agree that the Seller may deliver the Estimated Closing Statement one Business Day prior to the Closing Date.
2. Amendment to Purchase Agreement Section 10.1. The notice details for Purchaser and Pediapharm in Section 10.1 of the Purchase Agreement are hereby amended and restated in its entirety as follows:

*Pediapharm Inc.
225 – 1 Place du Commerce
Verdun, Quebec, H3E 1A2
Attention: [Redacted – Personal Information]
Email: [Redacted – Personal Information]*

3. Amendment to Purchase Agreement Schedule B. Schedule B (*ROFR Products*) of the Purchase Agreement is hereby amended and restated in its entirety as follows:

[Redacted – Commercially Sensitive Information]

4. Purchase Agreement in Full Force and Effect. Except as and to the extent expressly modified by this Amendment, the Purchase Agreement shall remain in full force and effect in all respects.
5. Defined Terms. Capitalized terms used but not defined herein have the respective meanings assigned to them in the Purchase Agreement.
6. Counterparts. The parties may execute this Amendment in multiple counterparts, each of which constitutes an original as against the party that signed it, and all of which together constitute one agreement. This Amendment is effective upon delivery of one executed counterpart from each party to the other party. The signatures of all parties need not appear on the same counterpart. The

delivery of signed counterparts by facsimile or email transmission that includes a copy of the sending party's signature(s) is as effective as signing and delivering the counterpart in person.

7. Governing Law. The internal laws of the State of Delaware (without giving effect to any choice or conflict of law provision or rule (whether of the State of Delaware or any other jurisdiction) that would cause the application of laws of any other jurisdiction) govern all matters arising out of or relating to this Amendment and all of the transactions it contemplates, including its validity, interpretation, construction, performance and enforcement and any disputes or controversies arising therefrom or related thereto.

[Signature page follows.]

The parties have executed and delivered this Amendment as of the date indicated in the first sentence of this Amendment.

Pediapharm Inc.

By: "Sylvain Chretien"
Sylvain Chrétien
President and CEO

MI Acquisitions, Inc.

By: "Roland Boivin"
Roland Boivin
Chief Executive Officer

medac GmbH

By: "Jörg Hans"
Jörg Hans
CEO

By: "Nikolaus Stolberg"
Nikolaus Stolberg
COO

medac Pharma, Inc.

By: "Terri Shoemaker"
Terri Shoemaker
President and CEO