Case 23-10937-LSS Doc 7/19 Filed 10/10/2/1 Page 1 of 11 Docket #0749 Date Filed: 10/10/2024

IN THE UNITED STATES BANKRUPTCY COURT FOR THE DISTRICT OF DELAWARE

In re:	Chapter 11			
NVN Liquidation, Inc., et al., f/k/a NOVAN, Inc., 1	Case No. 23-10937 (LSS)			
Debtors.	(Jointly Administered)			
NVN LIQUIDATION, INC. LIQUIDATING				
TRUST, by and through its trustee, Alan D. Halperin,	Adversary No			
Plaintiff,				
VS.				
ELEVATION RX LLC d/b/a ELEVATION PHARMACY,				
Defendant.				

COMPLAINT FOR TURNOVER, BREACH OF CONTRACT, ACCOUNT STATED, GOODS SOLD AND DELIVERED, AND UNJUST ENRICHMENT

The NVN Liquidation, Inc. Liquidating Trust (the "<u>Trust</u>"), successor in interest to certain assets of EPI Health, LLC ("<u>EPI</u>") and NVN Liquidation, Inc. f/k/a Novan, Inc. ("<u>Novan</u>", and together with EPI, the "<u>Debtors</u>"), by and through its trustee, Alan D. Halperin, (the "<u>Trustee</u>" or "<u>Plaintiff</u>"), as and for the *Complaint for Turnover, Breach of Contract, Account Stated, Goods Sold and Delivered, and Unjust Enrichment* against Elevation Rx LLC d/b/a Elevation Pharmacy ("<u>Defendant</u>"), alleges as follows:

¹ The Debtors in these chapter 11 cases, along with the last four digits of the Debtors' federal tax identification number, are: NVN Liquidation, Inc. (f/k/a Novan, Inc.) (7682) and EPI Health, LLC (9118).



I.

- 1. The United States Bankruptcy Court for the District of Delaware (the "Court") has jurisdiction over this matter pursuant to 28 U.S.C. §§ 157 and 1334 and the *Amended Standing Order of Reference from the United States District Court for the District of Delaware*, dated February 29, 2012. This Court retained jurisdiction over the subject matter of this adversary proceeding pursuant to the Section 14.1 of the Plan (as defined below) and paragraph 31 of the Confirmation Order (as defined below).
- 2. This adversary proceeding is a core proceeding within the meaning of 28 U.S.C. § 157(b)(2), and this Court may enter a final order consistent with these statutes and Article III of the United States Constitution.
- 3. In accordance with Rule 7008-1 of the Local Rules of Bankruptcy Practice and Procedure of the United States Bankruptcy Court for the District of Delaware, Plaintiff confirms his consent to the entry of a final order by the Court in connection with this Complaint to the extent that it is later determined that the Court, absent consent of the parties, cannot enter final orders or judgments in connection herewith consistent with Article III of the United States Constitution.
 - 4. Venue is proper pursuant to 28 U.S.C. §§ 1408 and 1409.
- 5. The statutory basis for the relief sought herein are sections 105 and 542 of Title 11 of the United States Code (the "Bankruptcy Code") and Rules 3007 and 7001(1) of the Federal Rules of Bankruptcy Procedure (the "Bankruptcy Rules").

II.

PARTIES

6. Plaintiff is Alan D. Halperin, solely in his capacity as Trustee of the Trust.

7. Plaintiff is informed and believes that Defendant is an entity with its principal place of business at 7651 Matapeake Business Dr, STE 114, Brandywine, MD 20613. At all times pertinent hereto, Defendant was a pharmacy and seller of the Debtors' products, as more fully set forth below.

III.

BACKGROUND

Debtors' Bankruptcy

- 8. On July 17, 2023 (the "<u>Petition Date</u>"), each of the Debtors filed a voluntary petition for relief under chapter 11 of the Bankruptcy Code in this Court.
- 9. By order entered on September 20, 2023 [Docket No. 304] (the "Bar Date Order"), the Court fixed October 25, 2023 (the "General Bar Date") as the deadline by which all persons or entities that hold claims of any nature arising prior to the Petition Date were required to file proofs of claim against the Debtors (including secured claims, unsecured priority claims, unsecured non-priority claims, and claims arising under section 503(b)(9) of the Bankruptcy Code). Under the Bar Date Order, any entity who was required but failed to submit a proof of claim in accordance with the Bar Date Order on or before the General Bar Date may be forever barred, estopped, and enjoined from asserting such claim against the Debtors and their property, and is forever enjoined from asserting claims for any and all indebtedness or liability with respect to or arising from such claim in these cases.
- 10. On January 26, 2024, this Court entered an order [Docket No. 568] (the "<u>Confirmation Order</u>") confirming the Amended Combined Disclosure Statement and Chapter 11 Plan of Liquidation Proposed by the Debtors dated January 26, 2024, together with the Plan Supplement and amendment thereto [Docket Nos. 522, 542 and 543] (collectively, the "<u>Plan</u>").

11. Under the Plan, requests for payment of claims arising during the administration of the cases ("Administrative Expense Claims") were required to be filed no later than May 30, 2024 (the "Administrative Expense Bar Date"). In addition, pursuant to the Plan and Confirmation Order, parties are prohibited from asserting setoff unless such setoff was asserted in a timely filed claim or pleading prior to the entry of the Confirmation Order. In relevant part, section 10.4 of the Plan states:

Injunction. (a) From and after the Effective Date, all Persons and Entities who have held, hold, or may hold Claims ... that have been released, dismissed, cancelled, settled or waived, or are subject to exculpation, under this Plan or the Confirmation Order, are permanently enjoined from taking any of the following actions against the Estate, the Released Parties, the Liquidating Trust, the Liquidating Trustee, or any of their respective property or assets, on account of any such Claims or Equity Interests: ... (iv) asserting setoff unless such setoff was formally asserted in a timely Filed proof of Claim or in a pleading Filed with the Bankruptcy Court prior to entry of the Confirmation Order (notwithstanding any indication in any proof of Claim or otherwise that such Holder asserts, has, or intends to preserve any right of setoff) or right of subrogation of any kind against any debt, liability, or obligation due to the Debtors ...

In relevant part, paragraph 24 of the Confirmation Order states:

Injunctions. Persons and Entities who have held, hold, or may hold Claims ... that have been released, dismissed, cancelled, settled or waived, or are subject to exculpation, under the Plan or this Confirmation Order, are permanently enjoined from taking any of the following actions against the Estates, the Liquidating Trust, the Liquidating Trustee, or any of their respective property or assets, on account of any such Claims or Equity Interests: ... (iv) asserting setoff unless such setoff was formally asserted in a timely Filed proof of Claim or in a pleading Filed with the Bankruptcy Court prior to entry of this Confirmation Order (notwithstanding any indication in any proof of Claim or otherwise that such Holder asserts, has, or intends to preserve any right of setoff) or right of subrogation of any kind against any debt, liability, or obligation due to the Debtors

12. The Plan became effective on April 30, 2024 [Docket No. 677] (the "<u>Effective</u> <u>Date</u>").

Agreement, the Trust was established and, among other things, all assets of the Debtors and their bankruptcy estates existing as of the Effective Date, including, but not limited to, claims and causes of action against any person or entity that has any outstanding accounts receivable amounts owed to the Debtors (each an "Account"), were transferred to and vested in the Trust, and the Trustee was appointed trustee with the right, *inter alia*, to collect Accounts and commence causes of action with respect to delinquent Accounts.

Debtor's Business

14. The Debtors were a medical dermatology enterprise primarily focused on researching, developing and commercializing innovative therapeutic products for skin diseases in the United States. The Debtors promoted dermatological products in the United States through May 31, 2023 and generated revenue from the sale of these branded products to pharmaceutical wholesalers, as well as direct to pharmacies.

Debtors' Relationship with Defendant

- 15. Defendant was one of the pharmacies to which EPI sold branded products.
- 16. EPI and Defendant were parties to a Distribution & Purchase Agreement entered into on or about September 15, 2020 (the "<u>Agreement</u>"), under which, *inter alia*, Defendant agreed to purchase various branded products ("<u>Products</u>") from EPI at a specified purchase price. A true and correct copy of the Agreement is attached hereto as <u>Exhibit A</u> and incorporated herein by reference.
- 17. As provided in the Agreement, payment terms were Net 31 days, with a 1% discount if paid within 30 days. *See* Agreement, Exhibit "A" Original Product & Pricing List.

- 18. As of the Petition Date, Defendant is indebted to EPI under the Agreement for Products delivered to Defendant in the aggregate sum of \$36,278.87 ("Amount Owed"), which it has not contested.
- 19. The Amount Owed is comprised of the following nine (9) outstanding invoices, each of which is long past due (the "Outstanding Invoices"):

Invoice #	Invoice Date	РО	Amount
13883699	4/25/2023	4252023	\$ 7,255.16
13957940	5/17/2023	5172023	\$10,390.52
13962259	5/18/2023	5172023	\$ 2,211.22
13976846	5/23/2023	5222023	\$ 1,155.36
13986280	5/25/2023	5242023	\$ 4,370.63
13995708	5/30/2023	5262023	\$ 2,310.73
14029478	6/8/2023	672023	\$ 4,119.80
14038077	6/12/2023	692023	\$ 2,310.73
14047444	6/14/2023	6132023	\$ 2,310.73
	\$ (156.01)		

Total \$36,278.87

True and correct copies of the Outstanding Invoices are attached hereto as **Exhibit B**.

- 20. The Outstanding Invoices, totaling \$36,278.87, were timely provided to and received by Defendant, and Defendant never disputed the Outstanding Invoices. Demand for payment of the Amount Owed was made before, on, and after July 26, 2024 and Defendant has failed, and continues to fail, to pay the Amount Owed.
- 21. Notice of the General Bar Date and the Administrative Expense Bar Date were served upon Defendant as set forth in affidavits of service filed with the Court [Docket Nos. 319,

358, and 683]. Defendant failed to file any proof of claim or assert any Administrative Expense Claim against the Debtors in these cases.

I.

FIRST CLAIM FOR RELIEF

For Turnover Pursuant to 11 U.S.C. § 542

- 22. Plaintiff repeats and realleges the allegations contained in each preceding paragraph of the Complaint as though set forth fully herein.
- 23. Pursuant to section 541(a) of the Bankruptcy Code, the Amount Owed constituted property of the EPI's bankruptcy estate, all right, title and interest in which were transferred to and vested in the Trust on the Effective Date.
- 24. Pursuant to Section 542(b) of the Bankruptcy Code, any entity that owes a debt that is property of the estate and that is matured, payable on demand, or payable on order, shall pay such debt to, or on the order of, the trustee, except to the extent that such debt may be offset under section 533 of the Bankruptcy Code against a claim against the debtor.
- 25. The Amount Owed is property of the Trust that is matured and payable on demand to the Trust as successor to the Debtors pursuant to section 542(b) of the Bankruptcy Code.
- 26. Pursuant to the Plan and Confirmation Order, as Defendant has failed to file any proof of claim in the Cases asserting setoff therein and failed to otherwise assert setoff in a pleading filed with the Court, the Amount Owed may not be offset against any claim Defendant may have or assert against the Debtors.
- 27. On or about July 26, 2024, and prior and subsequent thereto, the Plaintiff made demand on Defendant to immediately turn over the Amount Owed.
- 28. Despite such demand therefor, Defendant has failed and refused to turn over the Amount Owed to the Trust.

29. Plaintiff is entitled to an order directing Defendant to immediately turn over and pay the Amount Owed to the Plaintiff, plus interest at the legal rate from and after at least July 26, 2024.

II.

SECOND CLAIM FOR RELIEF

Breach of Contract

- 30. Plaintiff repeats and realleges the allegations contained in each preceding paragraph of the Complaint as though set forth fully herein.
- 31. EPI and Defendant are parties to a written enforceable Agreement whereby, *inter alia*, Defendant was obligated to pay EPI for Products.
- 32. The Agreement is a valid and enforceable contract under which the Defendant was obligated to perform.
- 33. EPI performed all terms and conditions required of it to be performed under the terms of the Agreement.
- 34. EPI delivered the Outstanding Invoices to Defendant for the sale of Product and Defendant has failed and refused to pay the Outstanding Invoices totaling \$36,278.87.
- 35. Demand for payment of the Amount Owed was made before, on, and after July 26, 2024, but Defendant has failed and refused, and continues to fail and refuse, to pay the Amount Owed, which failure constitutes a material breach of the Agreement.
- 36. By reason of Defendant's breach of the Agreement, Plaintiff, as successor to EPI, has been damaged in the sum of \$36,278.87 plus interest thereon at the legal rate from and after at least July 26, 2024.

III.

THIRD CLAIM FOR RELIEF

Account Stated

- 37. Plaintiff repeats and realleges the allegations contained in each preceding paragraph of the Complaint as though set forth fully herein.
- 38. Debtor EPI sent the Outstanding Invoices to Defendant that set forth the amounts due and owing to EPI for Defendant's purchase of Products from EPI.
 - 39. Defendant has never disputed the Outstanding Invoices.
- 40. The Plaintiff has demanded that Defendant pay for the Products it purchased and received from the Debtors related to the Outstanding Invoices. Defendant has failed and refused to do so.
- 41. There is an account stated, due and owing to Debtors in the amount of \$36,278.87 for the Amount Owed, and Plaintiff is entitled to a judgment on that amount.

IV.

FOURTH CLAIM FOR RELIEF

Goods Sold and Delivered

- 42. Plaintiff repeats and realleges the allegations contained in each preceding paragraph of the Complaint as though set forth fully herein.
- 43. Within one year prior to the Petition Date, Defendant became indebted to Debtors for Products sold and delivered to Defendant and for which Defendant promised to pay.
- 44. Defendant has failed to pay for the Products, despite the Plaintiff's demand therefor. Plaintiff is therefore entitled to a judgment for the Amount Owed.

V.

FIFTH CLAIM FOR RELIEF

Unjust Enrichment (In the Alternative)

- 45. Plaintiff repeats and realleges the allegations contained in each preceding paragraph of the Complaint as though set forth fully herein.
- 46. Debtor EPI conferred a benefit on Defendant in the form of the Products shown on the Outstanding Invoices.
 - 47. Defendant accepted and retained the Products without paying for them.
- 48. It would be inequitable for Defendant to retain the Products without paying for the value it received.
- 49. Plaintiff is therefore entitled to a judgment in the amount of \$36,278.87 for the Outstanding Invoices.

WHEREFORE, Plaintiff prays for judgment against Defendant as follows:

- a. On the First Claim for Relief for an order directing Defendant to turn over to the Debtor the sum of \$36,278.87, plus prejudgment interest thereon;
- b. On the Second Claim for Relief, for entry of judgment in the amount of \$36,278.87, plus prejudgment interest thereon;
- c. On the Third Claim for Relief, for entry of judgment in the amount of \$36,278.87, plus prejudgment interest thereon;
- d. On the Fourth Claim for Relief, for entry of judgment in the amount of \$36,278.87, plus prejudgment interest thereon;
- e. On the Fifth Claim for Relief, for entry of judgment in the amount of \$36,278.87, plus prejudgment interest thereon;
- f. For costs of suit incurred herein; and
- g. For such other and further relief as the Court deems just and proper.

Dated: October 10, 2024 Wilmington, Delaware

WOMBLE BOND DICKINSON (US) LLP

/s/ Donald J. Detweiler

Donald J. Detweiler (DE Bar No. 3087) 1313 North Market Street, Suite 1200 Wilmington, Delaware 19801

Telephone: (302) 252-4320 Facsimile: (302) 252-4330

Email: don.detweiler@wbd-us.com

-and-

David M. Banker (admitted *pro hac vice*)
Edward L. Schnitzer (admitted *pro hac vice*)
950 Third Avenue, Suite 2400
New York, New York 10022
Telephone (332) 258-8400
Facsimile: (332) 258-8949
Email: david.banker@wbd-us.com

Email: david.banker@wbd-us.com edward.schnitzer@wbd-us.com

-and-

Debra J. Cohen
Ligee Gu
HALPERIN BATTAGLIA BENZIJA, LLP
40 Wall Street – 37th Floor
New York, New York 10005
Telephone: (212) 765-9100
Email: dcohen@halperinlaw.net
lgu@halperinlaw.net

Counsel to the Trustee

EXHIBIT A

DISTRIBUTION & PURCHASE AGREEMENT

Elevation Pharmacy	EPI Health, LLC				
("Purchaser")	("Seller")				
7651 Matapeake Business Dr STE 114	134 Columbus Street				
Brandywine, MD 20613	Charleston, South Carolina 29403				

This Distribution and Purchase Agreement (the "Agreement") is entered into by and between Seller and Purchaser, and sets forth the terms and conditions upon which Seller will offer pricing to Elevation Pharmacy for purchases of the products set forth in Exhibit "A", attached hereto and incorporated herein. (The "Original Product and Pricing List").

Now therefore, for and in consideration of the mutual covenants and agreements contained herein, the Parties hereto, each intending to be legally bound, agree as follows:

- 1. <u>TERM</u>: This Distribution and Purchase Agreement shall be in effect as of September 15, 2020 (The "Effective Date") and shall continue for a period of one (1) year. Thereafter, this Agreement shall be automatically renewed on a yearly basis.
- 2. **Termination by Seller for Convenience:** Seller may terminate this Distribution and Purchase Agreement, at any time, without cause, and in its sole discretion upon 30 (30) days prior notice to Purchaser.
- 3. **Product List:** Seller, in its sole discretion, may alter and amend the Original Product and Pricing List, attached hereto and incorporated herein as Exhibit "A," by increasing or decreasing products contained thereon and/or purchase prices associated therewith without advance notice to Purchaser. Any such changes shall not be a basis, by Purchaser, to terminate this agreement. Seller shall be responsible to maintain and provide a current and effective Product and Pricing List to Purchaser.
- 4. **PRICING:** Seller shall be responsible to maintain and provide a Current and Effective Product and Pricing List to Purchaser. Purchaser shall, at the time of invoicing, receive the percentage discount noted in Exhibit "A" off the aggregate purchase price of Products purchased from the then Current and Effective Product and Pricing list.
- 5. <u>DISTRIBUTION MODE:</u> This Agreement relates to Products purchased by Purchaser directly from Seller and Purchaser agrees to obtain products identified on the then current and effective product list directly from Seller only. Orders will be shipped F.O.B. Destination directly to Purchaser and title and risk of loss

will pass to Purchaser upon delivery to Purchaser.

6. **RETURN GOODS**: Seller will not accept requests for returns from Purchaser. absent a compelling reason for such return. The existence/nonexistence of such compelling reasons shall be made by the Seller, in its sole discretion and Purchaser shall not challenge such determination. Purchaser shall not return products purchased from Seller to any wholesaler for credit. In the event that Purchaser returns product purchased from Seller to a wholesaler, Seller will assess a stocking fee equivalent to 10% of unit WAC price for each unit returned.

7. ADDITIONAL TERMS AND CONDITIONS:

- 7.1 <u>Confidentiality:</u> The Parties agree to maintain and not to disclose any confidential and/or proprietary information furnished by the other Party, except as required by law, subpoena or other government process. For purposes hereof, such confidential information includes, but is not limited to, the terms and conditions of this Agreement, including one another's prices, certificates of analysis, business information, and any other financial programs offered by either party. In the event a party believes it is required by subpoena or other legal process to disclose confidential information received from the other party, it will give prompt written notice to such other party prior to making any disclosures to enable that Party to take appropriate legal action to protect the confidentiality of its information. The remedies associated with breach of this provision are set forth in the Dispute Resolution section below.
- 7.2 <u>Warranty:</u> Seller warrants that, at the time of shipment or delivery, the Products furnished pursuant to this Agreement shall not be adulterated, misbranded, or otherwise prohibited within the meaning of the Federal Food Drug and Cosmetic Act, 21 U.S.C. § 301, et seq., as amended, and in effect at the time of said shipment or delivery (the "Act"), or within the meaning of any applicable state or municipal law in which the definition of adulteration or misbranding are substantially the same as those contained in the Act. This warranty is continuing in nature and will remain in full force and effect until the expiration date of the relevant product. This warranty will not be modified by any language or inclusion on any invoice, purchase order, correspondence or other documentation.
- 7.3 Indemnification by Seller: Seller hereby agrees to indemnify, defend and hold harmless Purchaser, its parent corporation, subsidiaries, officers, directors, employees, contractors, and agents, free from and against, any actions, claims, demands, losses, liabilities, damages, judgments, costs (including reasonable legal fees and expenses) ("Claims") resulting from any third party claims arising out of or attributed to (i) any misrepresentation or breach by Seller of its representations, warranties, covenants, or obligations hereunder; and (ii) the

holding, storage, adulteration (as defined by the "Act"), handling, repackaging, transportation, delivery, distribution, sale or other use or disposition of Product by Purchaser and/or its affiliates or agents prior to the time that Product has been delivered to Purchaser' provided that Purchaser gives seller prompt written notice of the claim and reasonably cooperates with Seller should Seller choose to assume the defense of such claim. Notwithstanding the foregoing, Seller shall have no obligation to defend or indemnify against claims arising in connection with the negligent actions or omissions or willful misconduct, of Purchaser or its affiliated entities, or any violations of law or regulations by Purchaser.

- 7.4 Indemnification by Purchaser: Purchaser hereby agrees to indemnify, defend and hold harmless Seller, its affiliates, subsidiaries, officers, directors, employees, contractors, and agents from and against, any actions, claims, demands, losses, liabilities, damages, judgments, costs (including reasonable legal fees and expenses) ("Claims") resulting from any third party claims arising out of or attributed to (i) acts or omissions of Purchaser, including without limitation, (1) the fraud, intentional misconduct, or negligence of Purchaser; (2) Purchasers marketing, sale and/or delivery of products to its customers or other third parties, and (3) the acts or omissions of Purchaser other than in accordance with the terms of this Agreement; and (ii) Purchaser's violation of any law or regulation; except, in each case, to the extend attributed to Purchaser's actions or omissions.
- 7.5 Compliance with Laws, Reporting and Disclosure Obligations: Each Party shall comply with all applicable laws in connection with its performance under this Agreement. Without limiting the generality of the foregoing, all rebates and discounts will be provided only in accordance with, and Purchaser and Seller agree to comply with their obligations under, applicable federal and state anti-kickback laws, including but not limited to, 42 USC § 1320a-7b and the discount safe harbor codified in 42 CFR § 1001.952(h). Both Parties agree that compliance with federal price reduction reporting and disclosure obligations is a condition precedent to this Agreement.
- 7.6 <u>Governing Law:</u> This Agreement shall be construed in accordance with South Carolina law, without giving effect to its choice of law principles.
- 7.7 Entire Agreement; Amendment: This Agreement, including the Exhibits attached hereto, sets forth the entire agreement between Purchaser and Seller and shall supersede and cancel any previous agreements, negotiations, commitments, and representations between Purchaser and Seller relating to the Products covered by this agreement. This agreement may be modified only by written agreement signed by a duly authorized representative of each party. No Purchaser or Seller employees are authorized to vary, amend or supplement the terms of this agreement by any oral statements or written representation that is not signed by

- a duly authorized representative of the Seller or Purchaser.
- 7.8 <u>Severability</u>: If any provision of this agreement shall be held to be invalid, illegal, or unenforceable, the remaining provisions hereof shall not in any way be affected, unless the purpose of the agreement cannot be achieved. In such event, the parties will use best efforts to substitute a valid, legal and enforceable provision that is acceptable to both of them.
- 7.9 <u>Assignment:</u> Neither party may assign its rights, duties or obligations under this agreement without the prior written approval of the other party, except that either party may transfer or assign its rights or obligations under this agreement to any successor or affiliate with prior approval.
- 7.10 <u>Dispute Resolution:</u> Each party will provide written notice to the other regarding any dispute related to the subject matter of this agreement. Such notice will include details as to the nature of the claim (such as pricing, rebate, shortage, quantity, and time period discrepancies) (a "Dispute"). If the parties cannot resolve such Dispute within thirty (30) days after delivery of the written notice, then each party may pursue whatever rights and remedies it has under this agreement and applicable law with respect to such Dispute. Notwithstanding the foregoing, no party will be required to follow the dispute resolution procedures set forth above for any dispute relating to actual or threatened unauthorized disclosure of confidential information, but shall be entitled to seek in any court of competent jurisdiction injunctive relief, preliminary or other equitable relief, in addition to damages, including court costs and reasonable attorney's fees.
- 7.11 Notices: Any notices to be given by either party to the other shall be in writing and may be transmitted either by facsimile, courier, personal delivery, or by registered or certified mail (postage prepaid with return receipt requested). Mailed notices shall be addressed to the parties at the addresses appearing at the beginning of this agreement.
- 7.12 <u>Non-Waiver:</u> The failure of either party to insist upon the strict observation or performance of any provisions of this agreement, or to exercise any right or remedy shall not impair or waive any such right or remedy in the future.
- 7.13 <u>Counterparts:</u> This agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, and all of which together shall be deemed to be one and the same instrument.
- 7.14 <u>Headings:</u> Paragraph headings are for reference only and shall not be used in construing this agreement.

IN WITNESS WHEREOF, the parties have caused this agreement to be executed by their duly authorized officers or representatives, effective as of the Effective Date.

EPI Health, LLC "Seller"	Elevation Pharmacy "Purchaser"				
By:	By:				
JR Buzzelli	Ali Zagday				
Name	Name				
Director of Marketing and Access	OWNER				
Title	Title				
5/10/2021	5/10/2021				
Date	Date				

Exhibit "A"

Original Product & Pricing List

Price: WAC – 8% reflected in per unit price below. Purchase minimums must be met for valid order.

Additional payment terms: Payment terms for Purchaser shall be WAC -8% with 1% Prompt Pay Discount on the order if Paid via ACH within 30 days. Otherwise Net is Due in 31 Days.

ICS Ordering and Shipping Process for EPI Health

Orders must be placed using EPI Health Supplied Order Form. Example below.

EPIHEALTH Advancing Dermatology EPI Health Order Form							
Column							
NDC	Product Name	ICS Product Code	Min Order Qty	WAC - 8% Each Unit	Order QTY (each)	Order Total	
63801-0107-01	Bensal HP Ointment 30g Tube 3%	1402 0107-01	1	\$796.72	0	\$0.00	
71403-007-04	Bionect 100g Cream 0.2%	1402 03-0007-04	1	\$689.08	0	\$0.00	
71403-804-45	Cloderm Cream 45g Tube 0.1%	1402 03-0804-45	1	\$328.53	0	\$0.00	
71403-804-75	Cloderm Cream 75g Pump 0.1%	1402 03-0804-75	1	\$547.56	0	\$0.00	
71403-804-90	Cloderm Cream 90g Tube 0.1%	1402 03-0804-90	1	\$657.08	0	\$0.00	
71403-044-01	Nuvail Solution 16ml	1402 03-0044-01	1	\$348.38	ВО	\$0.00	
71403-049-02	Sitavig buccal tablet	1402 03-0049-02	1	\$842.65	0	\$0.00	
71403-101-30	Minolira 105mg Tablet (30ct Bottle)	1402 0101-30	3	\$624.91	0	\$0.00	
71403-102-30	Minolira 135mg Tablet (30ct Bottle)	1402 0102-30	3	\$624.91	0	\$0.00	
71180-003-30	Rhofade Cream 1% 30GM Tube	1402 0003-30	12	\$478.52	0	\$0.00	
	=======================================		======>>>	>>>>>	TOTAL	\$0.00	
<u>Notes:</u>			PAYMENT v	ia ACH <u>30 DAYS</u> = Net is du	1% Prompt in 31 days	Pay Discount	
Account Name: EPI Health LLC Account Number: 223015341379							
			ACH Routing ABA Wire Nu		053904483 026009593		
				f Payment to=>		epihealth.com	

New Shipping Information

All orders will ship via UPS Ground from:
Integrated Commercialization Solutions
420 International Blvd. Ste 500
Brooks, KY 40109

If you have questions, please contact Amanda Barnwell <u>abarnwell@epihealth.com</u> or call (803)960-3749.

EXHIBIT B



DISTRIBUTED BY INTEGRATED
COMMERCIALIZATION SOLUTIONS, LLC
420 INTERNATIONAL BLVD. SUITE 500
BROOKS, KY 40109

Distributor DEA License #: RI0248686 Exp. Date: 11/30/2024

INVOICE							
Standard Sales Order							
Document Number	DMI13883699						
Cost Center	1402	SO					
Document Date	04/25/2023						
Payment Due Date	05/26/2023						
Invoice Print	Υ						

Ship To: ELEVATIO

ELEVATION RX LLC 7651 MATAPEAKE BUSINESS DRIVE DBA ELEVATION PHARMACY STE 114

BRANDYWINE, MD 20613 State License # : P08235

Bill To: ELEVATION RX LLC 7651 MATAPEAKE BUSINESS DRIVE DBA ELEVATION PHARMACY STE 114 BRANDYWINE, MD 20613

Account Nbr: 7793003 Purchase Order: 4252023 Customer Ref:

State License:P08235Payment Terms:1% 30 Net 31Shipped Via:UPS Ground - No guaranteeDEA License:Date Ordered:04/25/2023FOB:Free on Board - Destination

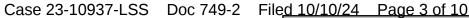
State	PRMT: Dat	te Shipped:	04/25/20	23	S	Sales Order:	1596685	9	
LINE	PRODUCT CODE & DESCRIPTION	LOT	QTY	U/M	UNIT PRICE	GROSS AMT	DISCO! VALUI		NET AMT
1	03-0804-45 Cloderm Cream 45gm Tube CTN NDC: 71403080445	TFBW	12	CTN	\$373.17	\$4,478.04	\$358.24	8.00 %	\$4,119.80
2	03-0003-30 Rhofade 1% Cream 30g NDC: 7140300330	WCAR	6	EACH	\$568.00	\$3,408.00	\$272.64	8.00 %	\$3,135.36
					Subtotals:	\$7,886.04	\$630.88		\$7,255.16

Shipment Information: 1Z5041EX0307543794
If payment is received by 05/25/2023, Pay \$7,182.61.

Remit To
EPI Health LLC P.O. Box 744233
Atlanta, GA 30384-4233

Sold By
EPI HEALTH LLC 174 MEETING STREET SUITE 200 CHARLESTON, SC 29401

INVOICE SUMMARY								
Gross Subtotal	\$7,886.04							
Line Discount	\$630.88							
Net Subtotal	\$7,255.16							
Other Disc/Fees	\$0.00							
Freight	\$0.00							
Handling	\$0.00							
Tax	\$0.00							
Total Due	\$7,255.16							





DISTRIBUTED BY INTEGRATED COMMERCIALIZATION SOLUTIONS, LLC 420 INTERNATIONAL BLVD. SUITE 500 BROOKS, KY 40109

Distributor DEA License #: RI0248686 Exp. Date: 11/30/2024

Bill To: ELEVATION RX LLC 7651 MATAPEAKE BUSINESS DRIVE DBA ELEVATION PHARMACY STE 114 BRANDYWINE, MD 20613

INVOICE							
Standard Sales Order							
Document Number DMI13957940							
Cost Center	1402	SO					
Document Date	05/17/2023						
Payment Due Date	06/17/2023						
Invoice Print	Υ						

Ship To: ELEVATION RX LLC 7651 MATAPEAKE BUSINESS DRIVE DBA ELEVATION PHARMACY STE 114 BRANDYWINE, MD 20613

State License # : P08235

Accou	ınt Nbr: 7793003	Purchase	Order:	5172023	3	(Customer Ref:			
State	License: P08235	Payment 7	Terms:	1% 30 N	let 31	•	Shipped Via: UPS Next Day Air		r - 10:30am	
DEA L	icense:	Date Orde	red:	05/17/20	05/17/2023 FOB: Free on Board - Destination		FOB: Free on Board - De		estination	
State	PRMT:	Date Ship	ped:	05/17/20)23	:	Sales Order:	1608756	9	
LINE	PRODUCT CODE & DESCRIPTION		LOT	QTY	U/M	UNIT PRICE	GROSS AMT	DISCO		NET AMT
1	03-0804-45 Cloderm Cream 45gm Tube CT NDC: 71403080445	N	TFBW	12	CTN	\$373.17	\$4,478.04	\$358.24	8.00 %	\$4,119.80
2	03-0003-30 Rhofade 1% Cream 30g NDC: 7140300330		WCAR	12	EACH	\$568.00	\$6,816.00	\$545.28	8.00 %	\$6,270.72
3	SDELIVERY Special Delivery			1	EACH	\$0.00	\$0.00	\$0.00	0.00 %	\$0.00
			1			Subtotals:	\$11,294.04	\$903.52		\$10,390.52

Shipment Information: 1Z5041EX0108008954
If payment is received by 06/16/2023, Pay \$10,286.61.

Remit To
EPI Health LLC P.O. Box 744233
Atlanta, GA 30384-4233

Sold By
EPI HEALTH LLC 174 MEETING STREET SUITE 200 CHARLESTON, SC 29401

INVOICE SUMMARY						
Gross Subtotal	\$11,294.04					
Line Discount	\$903.52					
Net Subtotal	\$10,390.52					
Other Disc/Fees	\$0.00					
Freight	\$0.00					
Handling	\$0.00					
Tax	\$0.00					
Total Due	\$10,390.52					

Case 23-10937-LSS Doc 749-2 Filed 10/10/24 Page 4 of 10



DISTRIBUTED BY INTEGRATED COMMERCIALIZATION SOLUTIONS, LLC 420 INTERNATIONAL BLVD. SUITE 500 BROOKS, KY 40109

Distributor DEA License #: RI0248686 Exp. Date: 11/30/2024

Bill To: ELEVATION RX LLC 7651 MATAPEAKE BUSINESS DRIVE DBA ELEVATION PHARMACY STE 114 BRANDYWINE, MD 20613

INVOICE							
Standard Sales Order							
Document Number	DMI13962259						
Cost Center	1402	SO					
Document Date	05/18/2023						
Payment Due Date	06/18/2023						
Invoice Print	Υ						

Ship To: ELEVATION RX LLC 7651 MATAPEAKE BUSINESS DRIVE DBA ELEVATION PHARMACY STE 114 BRANDYWINE, MD 20613 State License #: P08235

Account Nbr: 7793003 Purchase Order: 5172023 Customer Ref:

State License:P08235Payment Terms:1% 30 Net 31Shipped Via:UPS Ground - No guaranteeDEA License:Date Ordered:05/17/2023FOB:Free on Board - Destination

State PRMT: Date Shipped: 05/18/2023 **Sales Order:** 16089670

LINE	PRODUCT CODE & DESCRIPTION	LOT	QTY	U/M	UNIT PRICE	GROSS AMT	DISCO! VALUI	_	NET AMT
1	0001-01 Wynzora Cream 0.005%/0.064% EA NDC: 73499000101	TKAC	2	EACH	\$1,201.75	\$2,403.50	\$192.28	8.00 %	\$2,211.22

Subtotals: \$2,403.50 \$192.28 \$2,211.22

Shipment Information: 1Z5041EX0308032576 If payment is received by 06/17/2023, Pay \$2,189.11.

Remit To
EPI Health LLC P.O. Box 744233 Atlanta, GA 30384-4233

Sold By
EPI HEALTH LLC 174 MEETING STREET SUITE 200 CHARLESTON, SC 29401

INVOICE SUMMARY					
Gross Subtotal	\$2,403.50				
Line Discount	\$192.28				
Net Subtotal	\$2,211.22				
Other Disc/Fees	\$0.00				
Freight	\$0.00				
Handling	\$0.00				
Тах	\$0.00				
Total Due	\$2,211.22				

Case 23-10937-LSS Doc 749-2 File<u>d 10/10/24 Page 5 of 10</u>



DISTRIBUTED BY INTEGRATED COMMERCIALIZATION SOLUTIONS, LLC 420 INTERNATIONAL BLVD. SUITE 500 BROOKS, KY 40109

Distributor DEA License #: RI0248686 Exp. Date: 11/30/2024

Bill To: ELEVATION RX LLC 7651 MATAPEAKE BUSINESS DRIVE DBA ELEVATION PHARMACY STE 114 BRANDYWINE, MD 20613

INVOICE							
Standard Sales Order							
Document Number	DMI13976846						
Cost Center	1402	SO					
Document Date	05/23/2023						
Payment Due Date	06/23/2023						
Invoice Print	Υ						

Ship To: ELEVATION RX LLC 7651 MATAPEAKE BUSINESS DRIVE DBA ELEVATION PHARMACY STE 114 BRANDYWINE, MD 20613

BRANDYWINE, MD 20613 State License # : P08235

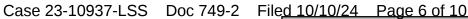
Account Nbr: 7793003 Purchase		Purchase	Order:	5222023	3	(Customer Ref:				
State License: P08235		Payment Terms:		1% 30 Net 31		;	Shipped Via:	UPS Ground - No guarantee			
DEA License:		Date Ordered:		05/22/2023		ı	FOB:		Free on Board - Destination		
State PRMT:			Date Shipp	oed:	05/23/2023		Sales Order:		16113734		
LINE	PRODUCT	CODE & DESCRIPTION		LOT	QTY	U/M	UNIT PRICE	GROSS AMT	DISCOL VALUE		NET AMT
1	0001-01 Wy NDC: 73499	nzora Cream 0.005%/0.064% EA 000101	A	TKAC	1	EACH	\$1,255.83	\$1,255.83	\$100.47	8.00 %	\$1,155.36
							Subtotals:	\$1,255.83	\$100.47		\$1,155.36

Shipment Information: 1Z5041EX0308144964 If payment is received by 06/22/2023, Pay \$1,143.81.

Remit To
EPI Health LLC P.O. Box 744233 Atlanta, GA 30384-4233

Sold By
EPI HEALTH LLC 174 MEETING STREET SUITE 200 CHARLESTON, SC 29401

INVOICE SUMMARY						
Gross Subtotal	\$1,255.83					
Line Discount	\$100.47					
Net Subtotal	\$1,155.36					
Other Disc/Fees	\$0.00					
Freight	\$0.00					
Handling	\$0.00					
Тах	\$0.00					
Total Due	\$1,155.36					





DISTRIBUTED BY INTEGRATED COMMERCIALIZATION SOLUTIONS, LLC 420 INTERNATIONAL BLVD. SUITE 500 BROOKS, KY 40109

Distributor DEA License #: RI0248686 Exp. Date: 11/30/2024

Bill To: ELEVATION RX LLC 7651 MATAPEAKE BUSINESS DRIVE DBA ELEVATION PHARMACY STE 114 BRANDYWINE, MD 20613

INVOICE							
Standard Sales Order							
Document Number DMI13986280							
Cost Center	1402	SO					
Document Date	05/25/2023						
Payment Due Date	06/25/2023						
Invoice Print	Υ						

Ship To: ELEVATION RX LLC 7651 MATAPEAKE BUSINESS DRIVE DBA ELEVATION PHARMACY STE 114 BRANDYWINE, MD 20613

BRANDYWINE, MD 20613 State License # : P08235

Accou	nt Nbr:	7793003	Purchase	Order:	524202	3	(Customer Ref:			
State I	License:	P08235	Payment T	erms:	1% 30 N	let 31	•	Shipped Via:	UPS Gro	und - No	guarantee
DEA L	icense:		Date Orde	red:	05/24/20	023	i	-ов:	Free on Board - Destination		
State I	PRMT:		Date Shipp	oed:	05/25/2	023	:	Sales Order:	s Order: 16128557		
LINE	PRODUC	CODE & DESCRIPTION		LOT	QTY	U/M	UNIT PRICE	GROSS AMT	DISCOU		NET AMT
1	03-0804-45 NDC: 71403	Cloderm Cream 45gm Tube CTN 3080445	N	TFBW	6	CTN	\$373.17	\$2,239.02	\$179.12	8.00 %	\$2,059.90
2	0001-01 Wy NDC: 73499	nzora Cream 0.005%/0.064% EA 0000101	A	TGBG	2	EACH	\$1,255.83	\$2,511.66	\$200.93	8.00 %	\$2,310.73
							Subtotals:	\$4,750.68	\$380.05		\$4,370.63

Shipment Information: 1Z5041EX0308192359
If payment is received by 06/24/2023, Pay \$4,326.92.

Remit To
EPI Health LLC P.O. Box 744233
Atlanta, GA 30384-4233

Sold By
EPI HEALTH LLC 174 MEETING STREET SUITE 200 CHARLESTON, SC 29401

INVOICE SUMMARY						
Gross Subtotal	\$4,750.68					
Line Discount	\$380.05					
Net Subtotal	\$4,370.63					
Other Disc/Fees	\$0.00					
Freight	\$0.00					
Handling	\$0.00					
Tax	\$0.00					
Total Due	\$4,370.63					

Case 23-10937-LSS Doc 749-2 File<u>d 10/10/24 Page 7 of 10</u>



DISTRIBUTED BY INTEGRATED COMMERCIALIZATION SOLUTIONS, LLC 420 INTERNATIONAL BLVD. SUITE 500 BROOKS, KY 40109

Distributor DEA License #: RI0248686 Exp. Date: 11/30/2024

Bill To: ELEVATION RX LLC 7651 MATAPEAKE BUSINESS DRIVE DBA ELEVATION PHARMACY STE 114 BRANDYWINE, MD 20613

INVOICE							
Standard Sales Order							
Document Number DMI13995708							
Cost Center	1402	SO					
Document Date	05/30/2023						
Payment Due Date	06/30/2023						
Invoice Print	Υ						

Ship To: ELEVATION RX LLC 7651 MATAPEAKE BUSINESS DRIVE DBA ELEVATION PHARMACY STE 114 BRANDYWINE, MD 20613

BRANDYWINE, MD 20613 State License #: P08235

Accou	nt Nbr:	7793003	Purchase (Order:	5262023	3	(Customer Ref:			
State I	State License: P08235 Payment Terms:		1% 30 Net 31		Shipped Via: UPS G		Ground - No guarantee				
DEA L	icense:		Date Order	red:	05/26/20)23	ı	FOB: Fi		Free on Board - Destination	
State I	PRMT:		Date Shipp	ed:	05/30/20)23	;	Sales Order: 16142847			
LINE	PRODUCT	CODE & DESCRIPTION		LOT	QTY	U/M	UNIT PRICE	GROSS AMT	DISCOL VALUE		NET AMT
1	0001-01 Wynz NDC: 7349900	zora Cream 0.005%/0.064% EA 00101		TGBG	2	EACH	\$1,255.83	\$2,511.66	\$200.93	8.00 %	\$2,310.73
							Subtotals:	\$2,511.66	\$200.93		\$2,310.73

Shipment Information: 1Z5041EX0308265557
If payment is received by 06/29/2023, Pay \$2,287.62.

Remit To
EPI Health LLC P.O. Box 744233 Atlanta, GA 30384-4233

Sold By
EPI HEALTH LLC 174 MEETING STREET SUITE 200 CHARLESTON, SC 29401

INVOICE SUMMARY						
Gross Subtotal	\$2,511.66					
Line Discount	\$200.93					
Net Subtotal	\$2,310.73					
Other Disc/Fees	\$0.00					
Freight	\$0.00					
Handling	\$0.00					
Тах	\$0.00					
Total Due	\$2,310.73					

Case 23-10937-LSS Doc 749-2 File<u>d 10/10/24 Page 8 of 10</u>



DISTRIBUTED BY INTEGRATED COMMERCIALIZATION SOLUTIONS, LLC 420 INTERNATIONAL BLVD. SUITE 500 BROOKS, KY 40109

Distributor DEA License #: RI0248686 Exp. Date: 11/30/2024

Bill To: ELEVATION RX LLC 7651 MATAPEAKE BUSINESS DRIVE DBA ELEVATION PHARMACY STE 114 BRANDYWINE, MD 20613

INVOICE							
Standard Sales Order							
Document Number DMI14029478							
Cost Center	1402	SO					
Document Date	06/08/2023						
Payment Due Date	07/09/2023						
Invoice Print	Υ						

Ship To: ELEVATION RX LLC 7651 MATAPEAKE BUSINESS DRIVE DBA ELEVATION PHARMACY STE 114 BRANDYWINE, MD 20613

BRANDYWINE, MD 20613 State License #: P08235

Accou	unt Nbr: 7793003 Purchase Order:		672023		Customer Ref:					
State I	License: P08235	e: P08235 Payment Terms:		1% 30 Net 31		;	Shipped Via:	UPS Ground - No guarantee		
DEA L	icense:	Date Orde	red:	06/07/20	23	ı	FOB:	Free on Board - Destination		estination
State I	PRMT:	Date Ship	ped:	06/08/20	23	;	Sales Order:	1619736	6	
LINE	PRODUCT CODE & DESCRIPTION		LOT	QTY	U/M	UNIT PRICE	GROSS AMT	DISCO! VALUI		NET AMT
1	03-0804-45 Cloderm Cream 45gm Tube CT NDC: 71403080445	N	TFBW	12	CTN	\$373.17	\$4,478.04	\$358.24	8.00 %	\$4,119.80
						Subtotals:	\$4,478.04	\$358.24		\$4,119.80

Shipment Information: 1Z5041EX0308461040 If payment is received by 07/08/2023, Pay \$4,078.60.

Remit To	
EPI Health LLC P.O. Box 744233 Atlanta, GA 30384-4233	
Atlanta, GA 30304-4233	

Sold By
EPI HEALTH LLC 174 MEETING STREET SUITE 200 CHARLESTON, SC 29401

INVOICE	SUMMARY
Gross Subtotal	\$4,478.04
Line Discount	\$358.24
Net Subtotal	\$4,119.80
Other Disc/Fees	\$0.00
Freight	\$0.00
Handling	\$0.00
Тах	\$0.00
Total Due	\$4,119.80

Case 23-10937-LSS Doc 749-2 File<u>d 10/10/24 Page 9 of 10</u>



DISTRIBUTED BY INTEGRATED COMMERCIALIZATION SOLUTIONS, LLC 420 INTERNATIONAL BLVD. SUITE 500 BROOKS, KY 40109

Distributor DEA License #: RI0248686 Exp. Date: 11/30/2024

Bill To: ELEVATION RX LLC 7651 MATAPEAKE BUSINESS DRIVE DBA ELEVATION PHARMACY STE 114 BRANDYWINE, MD 20613

INVOICE						
Standard Sales Order						
Document Number	DMI14038077					
Cost Center	1402	SO				
Document Date	06/12/2023					
Payment Due Date	07/13/2023					
Invoice Print	Υ					

Ship To: ELEVATION RX LLC 7651 MATAPEAKE BUSINESS DRIVE DBA ELEVATION PHARMACY STE 114 BRANDYWINE, MD 20613

BRANDYWINE, MD 2061; State License #: P08235

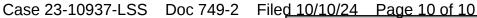
Accou	unt Nbr: 7793003 Purchase Order:		692023		Customer Ref:					
State I	icense: P08235	Payment Terms:		1% 30 Net 31		;	Shipped Via:	UPS Ground - No guarantee		
DEA L	icense:	Date Orde	red:	06/09/20	23	ı	FOB:	Free on Board - Destination		estination
State F	PRMT:	Date Ship	oed:	06/12/20	23	;	Sales Order:	1621244	1	
LINE	PRODUCT CODE & DESCRIPTION		LOT	QTY	U/M	UNIT PRICE	GROSS AMT	DISCOI VALUI		NET AMT
1	0001-01 Wynzora Cream 0.005%/0.064% E. NDC: 73499000101	A	TKAC	2	EACH	\$1,255.83	\$2,511.66	\$200.93	8.00 %	\$2,310.73
						Subtotals:	\$2,511.66	\$200.93		\$2,310.73

Shipment Information: 1Z5041EX0308530439 If payment is received by 07/12/2023, Pay \$2,287.62.

Remit To	
EPI Health LLC P.O. Box 744233 Atlanta, GA 30384-4233	
Atlanta, GA 30304-4233	

Sold By
EPI HEALTH LLC 174 MEETING STREET SUITE 200 CHARLESTON, SC 29401

INVOICE	SUMMARY
Gross Subtotal	\$2,511.66
Line Discount	\$200.93
Net Subtotal	\$2,310.73
Other Disc/Fees	\$0.00
Freight	\$0.00
Handling	\$0.00
Тах	\$0.00
Total Due	\$2,310.73





DISTRIBUTED BY INTEGRATED COMMERCIALIZATION SOLUTIONS, LLC 420 INTERNATIONAL BLVD. SUITE 500 BROOKS, KY 40109

Distributor DEA License #: RI0248686 Exp. Date: 11/30/2024

Bill To: ELEVATION RX LLC 7651 MATAPEAKE BUSINESS DRIVE DBA ELEVATION PHARMACY STE 114 BRANDYWINE, MD 20613

INVOICE						
Standard Sales Order						
Document Number	DMI14047444					
Cost Center	1402	SO				
Document Date	06/14/2023					
Payment Due Date	07/15/2023					
Invoice Print	Υ					

Ship To: ELEVATION RX LLC 7651 MATAPEAKE BUSINESS DRIVE DBA ELEVATION PHARMACY STE 114 BRANDYWINE, MD 20613

BRANDYWINE, MD 20613 State License #: P08235

Accou	count Nbr: 7793003 Purchase Order:		6132023 C		Customer Ref:					
State	ate License: P08235 Payment Terms:		1% 30 Net 31		;	Shipped Via:	UPS Ground - No guarantee			
DEA L	icense:	Date Orde	red:	06/13/20)23	I	FOB:	Free on E	Board - D	estination
State	PRMT:	Date Ship	ped:	06/14/20)23	;	Sales Order:	16230858	В	
								DISCOL	INIT	
LINE	PRODUCT CODE & DESCRIPTION		LOT	QTY	U/M	UNIT PRICE	GROSS AMT	VALUE		NET AMT
1	PRODUCT CODE & DESCRIPTION 0001-01 Wynzora Cream 0.005%/0.064% E NDC: 73499000101	A	TKAC		U/M EACH	\$1,255.83				NET AMT \$2,310.73

Shipment Information: 1Z5041EX0308585283 If payment is received by 07/14/2023, Pay \$2,287.62.

Remit To
EPI Health LLC P.O. Box 744233
Atlanta, GA 30384-4233

Sold By
EPI HEALTH LLC 174 MEETING STREET SUITE 200 CHARLESTON, SC 29401

INVOICE SUMMARY	
Gross Subtotal	\$2,511.66
Line Discount	\$200.93
Net Subtotal	\$2,310.73
Other Disc/Fees	\$0.00
Freight	\$0.00
Handling	\$0.00
Tax	\$0.00
Total Due	\$2,310.73