**JOINT VENTURE AGREEMENT**

This Joint Venture Agreement (“**JV Agreement**”) is made as of this \_\_\_ day of April, 2021, by and among Heritage Global Partners, Inc.(“**HGP**”), a California corporation, Federal Equipment Company, an Ohio corporation (**“Federal”**), PPL Acquisition Group X, LLC, a Delaware limited liability company (**“PPL”**) and CRG Equity, LLC, a Connecticut limited liability company (**“CRG”)** (each a **“Party,”** together the “**Parties**”).

The Parties desire to form a Joint Venture (the “**Venture**”) according to the terms outlined in this JV Agreement for the purpose of liquidating the assets of certain property acquired by the Venture. The Parties intend their obligations under this JV Agreement to extend only to the joint disposition of property acquired in connection with the Purchase and Sale Agreement between Anchen Pharmaceuticals, Inc. as Seller and HGP and Federal, collectively, as Purchaser dated April 7, 2021 as well as any related matters arising out of the same.

The Parties accept the right, title, benefit, privileges and interest in and to, and all of the burdens, liabilities and other obligations under and in connection with this JV Agreement and any other agreement between the Parties as it related to this Venture. The Parties have agreed to share the responsibility for capitalizing the Venture and share in any proceeds, profits, or losses of the Venture; including claims, litigation, and attorneys’ fees; all according to the following table:

 Party Percentage Share

 HGP 25%

 Federal 25%

 PPL 25%

 CRG 25%

HGP shall purchase and maintain insurance coverages sufficient to cover the full purchase price of the owned assets of the above referenced transaction. This shall be done via a property policy that covers the assets while in transit and that will name the other parties of the Venture as Additional Named Insured. These insurances may include, but are not limited to Commercial General Liability Insurance, Comprehensive Automobile Liability Insurance, Umbrella Liability Insurance, and/or Property and Business Interruption coverages. Where permissible, the policies shall include an endorsement identifying the other parties to the Venture as Additional Insured. Each Party shall main workers compensation and employers liability coverage. All Certificates of Insurance verifying the existence of insurance shall be submitted to the other parties of the Venture in a timely manner so as to confirm full compliance with this agreement.

HGP is responsible for the transportation of all assets related to the Venture from Seller’s premises to HGP’s facility.

Should the Venture suffer a loss due to a Party not fulfilling its obligations under this JV Agreement, that Party shall be responsible to the injured Party(s) for the amount of the injured Party’s loss. Should the Venture suffer a loss, the Parties agree to reasonably cooperate with each other’s attempts to recover said loss from any and all responsible third parties.

**Heritage Global Partners, Inc. Federal Equipment Company**

By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Name: James Sklar Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Title: EVP and General Counsel Title: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**PPL Acquisition Group X, LLC CRG Equity, LLC**

By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Name: David A. Muslin Name: William J. Firestone

Title: Manager Title: Member