

Index No.: 157087/2019

Hon. Barry R. Ostranger

Motion Sequence No. 01  
Defendants Sudakar  
Vidiyala And Madhava  
Reddy Uppugalla's  
Motion To Dismiss

**Exhibit F**  
**SSR General Release**

**GENERAL RELEASE**

February 9, 2016

InvaGen Pharmaceuticals Inc.  
7 Oser Avenue  
Hauppauge, NY 11788

Re: General Release

Ladies and Gentlemen:

(1) General Release:

(a) Effective as of, and contingent upon, the Closing (capitalized terms used but not defined herein have the meanings assigned to them in that certain Amended and Restated Stock Purchase Agreement, as amended from time to time (the “SPA”), dated and effective as of September 4, 2015, by and among InvaGen Pharmaceuticals Inc., a New York corporation (the “Company”), the Majority Stockholder of the Company as set out in Part A of the Stockholder Schedule thereto, the other Stockholders of the Company as set out in Part B of the Stockholder Schedule thereto, Sudhakar Vidayala, an individual in the capacity of Minority Stockholder Representative (as defined therein) and Cipla (EU) Limited, a private limited liability company incorporated in the United Kingdom (“Buyer”), for good and valuable consideration, the receipt and legal sufficiency of which is acknowledged by the undersigned (the “Releasor”), the Releasor knowingly and voluntarily releases and forever discharges the Company and its affiliates, and their respective current and former equityholders, directors, officers, employees, agents, representatives, successors and assigns (collectively, the “Released Parties”) from any and all claims, controversies, actions, causes of action, cross-claims, counter-claims, rights, demands, debts, compensatory damages, liquidated damages, punitive or exemplary damages, other damages, claims for costs and attorneys’ fees, or liabilities of any nature whatsoever in law and in equity, both past and present (through the date of this General Release) and whether known or unknown, suspected, or claimed against any of the Released Parties that the Releasor or any of Releasor’s successors or assigns may have, relating in any way to or in connection with events occurring or circumstances existing relating to the Company prior to the consummation of the Closing (subject to the proviso below, all of the foregoing collectively referred to herein as the “Claims” and the knowing and voluntary release and discharge of such Claims referred to herein as this “General Release”); provided, however, that General Release shall exclude any Claims for any right (i) to indemnification under Section 9.03 of the SPA, (ii) under any of the other Transaction Documents or the transactions contemplated thereby after the date hereof, (iii) under the Tail Policy (solely in the event that the Company purchases the Tail Policy prior to the Closing pursuant to Section 8.03 of the SPA), or (iv) under earned but unpaid compensation and benefits provided under any Company Plans (to the extent appropriately accrued by the Company), in each case in accordance with their terms in effect as of the Closing.

(b) The Releasor represents that it has made no assignment or transfer of any of the Claims herein above mentioned or implied.

(c) In signing this General Release, the Releasor acknowledges and intends that it shall be effective as a bar to each and every one of the Claims herein above mentioned or implied. The Releasor expressly consents that this General Release shall be given full force and effect according to each and all of its express terms and provisions, including those relating to unknown and unsuspected Claims (notwithstanding any state statute that expressly limits the effectiveness of a general release of unknown, unsuspected or unanticipated Claims, which state statute(s) shall be considered waived by this General Release), if any, as well as those relating to any other Claims herein above mentioned or implied. The Releasor acknowledges and agrees that this waiver is an essential and material term of this General Release and that without such waiver the Buyer would not have agreed to consummate the transactions contemplated by the SPA. The Releasor further agrees that in the event it should assert any Claim seeking damages against any of the Released Parties, this General Release shall serve as a complete defense to any such Claim.

(d) The Releasor agrees that neither this General Release, nor the furnishing of the consideration for this General Release, shall be deemed or construed at any time to be an admission by any Released Party or the Releasor of any improper or unlawful conduct.

(e) The Releasor acknowledges and agrees that the Releasor may hereafter discover facts different from or in addition to those now known, or believed to be true, regarding the subject matter of this General Release and further acknowledges and agrees that this General Release shall remain in full force and effect, notwithstanding the existence of any different or additional facts.

(f) The Releasor agrees that this General Release is confidential and agrees not to disclose any information regarding the terms of this General Release, except to any tax, legal or other counsel the Releasor has consulted regarding the meaning or effect hereof or as required by law, and the Releasor will instruct each of the foregoing not to disclose the same to anyone.

(g) Whenever possible, each provision of this General Release shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this General Release is held to be invalid, illegal or unenforceable in any respect under any applicable law or rule in any jurisdiction, such invalidity, illegality or unenforceability shall not affect any other provision or any other jurisdiction, but this General Release shall be reformed, construed and enforced in such jurisdiction as if such invalid, illegal or unenforceable provision had never been contained herein. The remedies provided herein are cumulative and not exclusive of any remedies provided by applicable law.

(h) This General Release and all disputes or controversies arising out of or relating to the General Release or the transactions contemplated hereby shall be governed by, and construed in accordance with, the internal laws of the State of New York that apply to contracts made and performed entirely within such state.

(i) BY SIGNING THIS GENERAL RELEASE, THE RELEASOR REPRESENTS AND AGREES THAT HE, SHE OR IT:

(A) HAS READ THIS GENERAL RELEASE CAREFULLY;

(B) UNDERSTANDS ALL OF ITS TERMS AND KNOWS THAT IT IS GIVING UP IMPORTANT RIGHTS;

(C) VOLUNTARILY CONSENTS TO EVERYTHING IN IT;

(D) HAS BEEN ADVISED TO CONSULT WITH AN ATTORNEY BEFORE EXECUTING THIS GENERAL RELEASE AND HAS DONE SO OR, AFTER CAREFUL READING AND CONSIDERATION THE UNDERSIGNED HAS CHOSEN NOT TO DO SO OF ITS OWN VOLITION;

(E) HAS SIGNED THIS GENERAL RELEASE KNOWINGLY AND VOLUNTARILY AND WITH THE ADVICE OF ANY COUNSEL RETAINED TO ADVISE THE UNDERSIGNED WITH RESPECT TO IT; AND

(F) AGREES THAT THE PROVISIONS OF THIS GENERAL RELEASE MAY NOT BE AMENDED, WAIVED, CHANGED OR MODIFIED EXCEPT BY AN INSTRUMENT IN WRITING SIGNED BY AN AUTHORIZED REPRESENTATIVE OF THE BUYER AND BY THE UNDERSIGNED.

Sincerely,

*[signature page follows]*

SHILPA SAKETH REALTY INC.

By: *Shilpa Reddy*

Name: Shilpa Reddy

Title: Director

[Signature Page to General Release]