

UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
Washington, D.C. 20549

SCHEDULE 13D/A

Under the Securities Exchange Act of 1934

(Amendment No. 2)*

NEUROBO PHARMACEUTICALS, INC.

(Name of Issuer)

Common Stock, par value \$0.001 per share

(Title of Class of Securities)

64132R 107

(CUSIP Number)

David Zagore
Jonathan Pavony
Squire Patton Boggs (US) LLP
2550 M Street, N.W.
Washington, DC 20037

(Name, Address and Telephone Number of Person Authorized to Receive Notices and Communications)

August 27, 2021

(Date of Event which Requires Filing of this Statement)

If the filing person has previously filed a statement on Schedule 13G to report the acquisition which is the subject of this Schedule 13D, and is filing this schedule because of Rule 13d-1(e), 13d-1(f) or 13d-1(g), check the following box.

Note: Schedules filed in paper format shall include a signed original and five copies of the schedule, including all exhibits. See Rule 13d-7 for other parties to whom copies are to be sent.

* The remainder of this cover page shall be filled out for a reporting person's initial filing on this form with respect to the subject class of securities, and for any subsequent amendment containing information, which would alter disclosures provided in a prior cover page.

The information required on the remainder of this cover page shall not be deemed to be "filed" for the purpose of section 18 of the Securities Exchange Act of 1934 ("Act") or otherwise subject to the liabilities of that section of the Act but shall be subject to all other provisions of the Act (however, see the Notes).

1 NAME OF REPORTING PERSON
S.S. OR I.R.S. IDENTIFICATION NO. OF ABOVE PERSON

The E&Healthcare Investment Fund II

2 CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP*
(a)
(b)

3 SEC USE ONLY

4 SOURCE OF FUNDS

WC

5 CHECK BOX IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEMS 2(d) OR 2(e)

6 CITIZENSHIP OR PLACE OF ORGANIZATION

Republic of Korea

	7	SOLE VOTING POWER	0
NUMBER OF SHARES	8	SHARED VOTING POWER	4,335,800
BENEFICIALLY OWNED BY EACH REPORTING PERSON	9	SOLE DISPOSITIVE POWER	0
WITH	10	SHARED DISPOSITIVE POWER	4,335,800

11 AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON

4,335,800

12 CHECK BOX IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES

13 PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11)

19.5% (Based upon 22,285,492 shares issued and outstanding as reported on the Issuer's Form 10-Q for the quarter ended June 30, 2021)

14 TYPE OF REPORTING PERSON*

OO

1 NAME OF REPORTING PERSON
S.S. OR I.R.S. IDENTIFICATION NO. OF ABOVE PERSON

The E&Healthcare Investment Fund No. 6

2 CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP*
(a)
(b)

3 SEC USE ONLY

4 SOURCE OF FUNDS

WC

5 CHECK BOX IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEMS 2(d) OR 2(e)

6 CITIZENSHIP OR PLACE OF ORGANIZATION

Republic of Korea

	7	SOLE VOTING POWER	0
NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH	8	SHARED VOTING POWER	1,121,190
	9	SOLE DISPOSITIVE POWER	0
	10	SHARED DISPOSITIVE POWER	1,121,190

11 AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON
1,121,190

12 CHECK BOX IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES

13 PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11)

5.0% (Based upon 22,285,492 shares issued and outstanding as reported on the Issuer's Form 10-Q for the quarter ended June 30, 2021)

14 TYPE OF REPORTING PERSON*
OO

1 NAME OF REPORTING PERSON
S.S. OR I.R.S. IDENTIFICATION NO. OF ABOVE PERSON

The E&Healthcare Investment Fund No. 7

2 CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP*
(a)
(b)

3 SEC USE ONLY

4 SOURCE OF FUNDS

WC

5 CHECK BOX IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEMS 2(d) OR 2(e)

6 CITIZENSHIP OR PLACE OF ORGANIZATION

Republic of Korea

	7	SOLE VOTING POWER	0
NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH	8	SHARED VOTING POWER	1,864,799
	9	SOLE DISPOSITIVE POWER	
	10	SHARED DISPOSITIVE POWER	1,864,799

11 AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON

1,864,799

12 CHECK BOX IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES

13 PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11)

8.4% (Based upon 22,285,492 shares issued and outstanding as reported on the Issuer's Form 10-Q for the quarter ended June 30, 2021)

14 TYPE OF REPORTING PERSON*

OO

1 NAME OF REPORTING PERSON
S.S. OR I.R.S. IDENTIFICATION NO. OF ABOVE PERSON

E&Investment, Inc.

2 CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP*
(a)
(b)

3 SEC USE ONLY

4 SOURCE OF FUNDS

AF

5 CHECK BOX IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEMS 2(d) OR 2(e)

6 CITIZENSHIP OR PLACE OF ORGANIZATION

Republic of Korea

	7	SOLE VOTING POWER	0
NUMBER OF			
SHARES	8	SHARED VOTING POWER	7,321,789
BENEFICIALLY			
OWNED BY	9	SOLE DISPOSITIVE POWER	
EACH			
REPORTING			0
PERSON			
WITH	10	SHARED DISPOSITIVE POWER	7,321,789

11 AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON

7,321,789

12 CHECK BOX IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES

13 PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11)

32.9% (Based upon 22,285,492 shares issued and outstanding as reported on the Issuer's Form 10-Q for the quarter ended June 30, 2021)

14 TYPE OF REPORTING PERSON*

OO

1 NAME OF REPORTING PERSON
S.S. OR I.R.S. IDENTIFICATION NO. OF ABOVE PERSON

Na Yeon Kim

2 CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP*
(a)
(b)

3 SEC USE ONLY

4 SOURCE OF FUNDS

OO

5 CHECK BOX IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEMS 2(d) OR 2(e)

6 CITIZENSHIP OR PLACE OF ORGANIZATION

Republic of Korea

	7	SOLE VOTING POWER	0
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NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH	8	SHARED VOTING POWER	7,321,789
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	9	SOLE DISPOSITIVE POWER	
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	10	SHARED DISPOSITIVE POWER	7,321,789
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11 AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON
7,321,789

12 CHECK BOX IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES

13 PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11)

32.9% (Based upon 22,285,492 shares issued and outstanding as reported on the Issuer's Form 10-Q for the quarter ended June 30, 2021)

14 TYPE OF REPORTING PERSON*

IN

EXPLANATORY NOTE

Pursuant to Rule 13d-2 promulgated under the Act, this Amendment No. 2 to Schedule 13D (this “Amendment No. 2”) is being filed by The E&Healthcare Investment Fund II (“Fund II”), The E&Healthcare Investment Fund No. 6 (“Fund 6”), The E&Healthcare Investment Fund No. 7 (“Fund 7”), E&Investment, Inc (“GP”), and Na Yeon Kim (collectively, the “Reporting Persons”) with respect to the common stock, par value \$0.001 per share (“Common Stock”) of NeuroBo Pharmaceuticals, Inc., a Delaware corporation (the “Issuer”), to amend the Schedule 13D that was originally filed with the U.S. Securities and Exchange Commission (“SEC”) on January 10, 2020 (the “Original Schedule 13D”), and subsequently amended on March 15, 2021 (“Amendment No. 1” and together with the Original Schedule 13D and Amendment No. 2, the “Schedule 13D”). Capitalized terms used but not otherwise defined herein shall have the meanings ascribed to them in Amendment No. 1.

Item 4. Purpose of Transaction.

This Item 4 of the Schedule 13D is hereby amended and supplemented to include the following:

Fund II, Fund 6 and Fund 7 (collectively, the “E&H Entities”) initially entered into a Voting Agreement, dated March 9, 2021 (the “Original Voting Agreement”) with Dong-A ST Co., Ltd., a corporation organized under the laws of the Republic of Korea (“Dong-A”, and together with the E&H Entities, the “Stockholders”). On August 27, 2021, the E&H Entities and Dong-A entered into the Amended and Restated Voting Agreement (the “A&R Voting Agreement”) that amended the Original Voting Agreement to: (a) eliminate any obligation of the Stockholders to vote in favor of (i) the other Stockholder’s directors at the Issuer’s 2022 annual meeting of stockholders, (ii) any proposal submitted to the Issuer’s stockholders in connection with a transaction that was approved by the Issuer’s Board of Directors providing for the contribution by Dong-A of the DA Products (a “Proposed Transaction”) and (iii) any proposal submitted to the Issuer’s stockholders providing for the declassification of the Issuer’s Board of Directors; (b) eliminate the contractual restrictions of the Stockholders on transfers of or granting proxies on their respective shares of Common Stock; (c) modify the terms of the Put Right (as defined in the A&R Voting Agreement) to be exercisable upon the earlier of either six months after the closing of a Proposed Transaction or December 31, 2022, provided that the E&H Entities do not at the time have the right to require the Company to file a resale registration statement or are otherwise able to sell their shares of Common Stock without volume limitations under Rule 144 of the Securities Act of 1933, as amended; and (d) remove the right of each Stockholder to terminate the A&R Voting Agreement upon 30 days prior written notice.

The foregoing summary of the A&R Voting Agreement does not purport to be a complete description of the terms and conditions of such agreement, and such description is qualified in its entirety by reference to the full text of the A&R Voting Agreement, a copy of which is attached hereto as Exhibit C, and is incorporated herein by reference.

The Reporting Persons intend to review its investment in the Issuer on a continuing basis and may from time to time and at any time in the future depending on various factors, including, without limitation, the Issuer’s financial position and strategic direction, actions taken by the Issuer’s Board of Directors, price levels of the Common Stock, other investment opportunities available to the Reporting Persons, conditions in the securities market and general economic and industry conditions, take such actions with respect to its investment in the Issuer as they deem appropriate, which include, without limitation: (i) acquiring additional shares of Common Stock and/or other equity, debt, notes, other securities, or derivative or other instruments that are convertible into shares of Common Stock, or are based upon or relate to the value of the Common Stock or the Issuer (collectively, “Securities”) in the open market, in privately negotiated transactions, from the Issuer or otherwise; (ii) disposing of any or all of their Securities in the open market or otherwise; (iii) engaging in any hedging or similar transactions with respect to the Securities; or (iv) proposing or considering one or more of the actions described in subsections (a) through (j) of Item 4 of the form of Schedule 13D.

Except as set forth above, previously reported and except in Ms. Kim’s capacity as a director of the Issuer and as set forth herein, each of the Reporting Persons has no present plans or proposals that relate to or would result in any of the actions required to be described in subsections (a) through (j) of Item 4 of the form of Schedule 13D.

Item 6. Contracts, Arrangements, Understandings or Relationships With Respect to Securities of the Issuer.

The information set forth in Item 4 hereof is incorporated by reference to amend and supplement the information in this Item 6.

Item 7. Material to be Filed as Exhibits.

<u>Exhibit</u>	<u>Description</u>
C	<u>Amended and Restated Voting Agreement, dated as of August 27, 2021, by and among Dong-A ST Co., Ltd., The E&Healthcare Investment Fund II, The E&Healthcare Investment Fund No. 6 and The E&Healthcare Investment Fund No. 7</u>

SIGNATURES

After reasonable inquiry and to the best of my knowledge and belief, I certify that the information set forth in this statement is true, complete and correct.

Date: August 30, 2021

The E&Healthcare Investment Fund II

By: E&Investment, Inc., its general partner

By: /s/Na Yeon Kim
Name: Na Yeon Kim
Title: Representative Director

The E&Healthcare Investment Fund No. 6

By: E&Investment, Inc., its general partner

By: /s/Na Yeon Kim
Name: Na Yeon Kim
Title: Representative Director

The E&Healthcare Investment Fund No. 7

By: E&Investment, Inc., its general partner

By: /s/Na Yeon Kim
Name: Na Yeon Kim
Title: Representative Director

E&Investment, Inc.

By: /s/Na Yeon Kim
Name: Na Yeon Kim
Title: Chief Executive Officer

By: /s/Na Yeon Kim
Name: Na Yeon Kim

AMENDED AND RESTATED VOTING AGREEMENT

This Amended and Restated Voting Agreement (this "Agreement") is dated as of August 27, 2021, by and among Dong-A ST Co., Ltd. ("Dong-A"), The E&Healthcare Investment Fund II ("E&H II"), The E&Healthcare Investment Fund No. 6 ("E&H 6") and The E&Healthcare Investment Fund No. 7 ("E&H 7", and together with E&H II and E&H 6, "E&H") (Dong-A and E&H, each a "Stockholder", and collectively, the "Stockholders").

WITNESSETH:

WHEREAS, as of the date hereof, each Stockholder is the record and/or beneficial owner (as defined in Rule 13d-3 under the Securities Exchange Act of 1934 (as may be amended from time to time, the "Exchange Act")) of shares of Common Stock, par value \$0.001 per share ("Common Stock"), of NeuroBo Pharmaceuticals, Inc. (the "Company"); and

WHEREAS, the Stockholders entered into that certain voting agreement on March 9, 2021 (the "Original Voting Agreement"), and desire to amend and restate the Original Voting Agreement in accordance with the terms of this Agreement.

NOW, THEREFORE, in consideration of the premises and for other good and valuable consideration given to each party hereto, the receipt of which is hereby acknowledged, the parties agree as follows:

1. Reserved.

1.1 Reserved.

1.2 Reserved.

2. Representations and Warranties of Stockholders. Each Stockholder hereby represents and warrants to each other as follows:

2.1 Due Organization. Such Stockholder, if a corporation or other entity, has been duly organized, is validly existing and is in good standing under the laws of the jurisdiction of its formation or organization.

2.2 Power; Due Authorization; Binding Agreement. Such Stockholder has full legal capacity, power and authority to execute and deliver this Agreement, to perform its obligations hereunder and to consummate the transactions contemplated hereby. The execution and delivery of this Agreement and the consummation by such Stockholder of the transactions contemplated hereby have been duly and validly authorized by all necessary corporate action on the part of such Stockholder, and no other proceedings on the part of such Stockholder are necessary to authorize this Agreement or to consummate the transactions contemplated hereby. This Agreement has been duly and validly executed and delivered by such Stockholder and constitutes a valid and binding agreement of such Stockholder, enforceable against Stockholder in accordance with its terms.

2.3 Reserved.

2.4 No Conflicts. The execution and delivery of this Agreement by such Stockholder does not, and the performance of the terms of this Agreement by such Stockholder will not, (a) require Stockholder to obtain the consent or approval of, or make any filing with or notification to, any governmental or regulatory authority, domestic or foreign (other than filings required under Sections 13(d) and 16 of the Exchange Act), (b) require the consent or approval of any other person pursuant to any agreement, obligation or instrument binding on Stockholder or its properties and assets, (c) conflict with or violate any organizational document or law, rule, regulation, order, judgment or decree applicable to Stockholder or pursuant to which any of its properties or assets are bound or (d) violate any other agreement to which Stockholder is a party.

3. Certain Covenants of the Stockholders. Each Stockholder hereby covenants and agrees with each other as follows:

3.1 Reserved.

3.2 Reserved.

3.3 Reserved.

3.4 E&H Put Right. Contingent upon the consummation of any transaction between Dong-A and the Company that has been approved by the board of directors of the Company and the requisite vote of stockholders of the Company pursuant to which Dong-A contemplates selling and/or contributing certain of its products that may include those products designated as DA-1241, DA-1726 and DA-7010 to the Company (the "Proposed Transaction"), if E&H, as of the earlier of (x) six (6) months following the closing of the Proposed Transaction and (y) December 31, 2022, does not have the right to require the Company to file a resale registration statement (where expenses customarily borne by a registrant are paid by the Company in connection therewith) with respect to, or otherwise is not able to sell, all of the Common Stock held by it as of such date without restriction on volume or otherwise under Rule 144 of the Securities Act of 1933, as amended, E&H shall have the right, exercisable by delivering written notice to Dong-A prior to January 31, 2023, to sell (the "Put Right") to Dong-A such number of shares of Common Stock held thereby (if any) (which number of shares shall not exceed the number of shares of Common Stock held by it as of the date hereof) in excess of 9.9% of the outstanding shares of Common Stock as of such time (such shares of Common Stock to be sold by E&H to Dong-A, the "Put Shares") at a price (the "Put Shares Value") equal to the average Closing Price (defined below) over the twenty (20) consecutive trading days immediately prior to such notice. The closing of the purchase and sale of the Put Shares pursuant to such Put Right exercise (the "Put Sale Closing") shall take place at such time, on such date and at such location Dong-A and E&H shall agree, provided that the Put Sale Closing shall occur no later than the 60th day after the date that the Put Right is exercised.

For the purpose of this Section 3.4, the "Closing Price" shall mean the volume weighted average of the closing sales prices as reported by The Wall Street Journal of the shares of the Common Stock on the U.S. national securities exchange on which the Common Stock may at the time listed for a certain date on which such exchange is open for trading.

3.5 No Limitations on Actions. This Agreement shall not limit or otherwise affect the actions of the Stockholder or any affiliate, employee or designee of the Stockholder or any of its affiliates in its capacity, if applicable, as an officer or director of the Company.

3.6 Further Assurances. From time to time, each Stockholder shall execute and deliver such additional documents and take all such further action as may be necessary or desirable to consummate and make effective the transactions contemplated by this Agreement.

4. Reserved.

5. Miscellaneous.

5.1 Termination of this Agreement. This Agreement shall terminate on April 30, 2023.

5.2 Effect of Termination. In the event of termination of this Agreement pursuant to Section 5.1, this Agreement shall become void and of no effect with no liability on the part of any party hereto; provided, however, no such termination shall relieve any party hereto from any liability for any breach of this Agreement occurring prior to such termination.

5.3 Non-Survival. The representations and warranties made herein shall not survive the termination of this Agreement.

5.4 Entire Agreement; Assignment. This Agreement constitutes the entire agreement among the parties with respect to the subject matter hereof and supersedes all other prior agreements and understandings, both written and oral, among the parties with respect to the subject matter hereof. Nothing in this Agreement, express or implied, is intended to or shall confer upon any other person any right, benefit or remedy of any nature whatsoever under or by reason of this Agreement. This Agreement shall not be assigned by operation of law or otherwise and shall be binding upon and inure solely to the benefit of each party hereto.

5.5 Amendments. This Agreement may not be modified, amended, altered or supplemented, except upon the execution and delivery of a written agreement executed by each of the parties hereto.

5.6 Notices. All notices and other communications hereunder shall be in writing and shall be deemed duly delivered (i) four business days after being sent by registered or certified mail, return receipt requested, postage prepaid, (ii) one business day after being sent for next business day delivery, fees prepaid, via a reputable nationwide overnight courier service, or (iii) on the date of transmission (or, the first business day following such receipt if the date of such receipt is not a business day) by facsimile or email, in each case to the intended recipient as set forth below:

If to E&H II, E&H 6 or E&H 7:

E&Investment
16th Floor, 326 Teheran-ro, Gangnam-Gu
Seoul 06211 Korea
Attn.: Sungbum Lee
Facsimile: +82-2-501-2724
Email: alexlee@eninvestment.co.kr

with a copy to (which shall not constitute notice):

Yulchon LLC
38F, 521 Teheran-ro, Gangnam-gu
Seoul 06164 Korea
Attn.: Ki Young Kim
Facsimile: +82-2-528-5228
Email: kykim@yulchon.com

If to Dong-A:

Dong-A ST Co., Ltd.
64 Cheonho-daero,
Dongdaemun-gu, Seoul, Korea
Attn.: Hyung Heon Kim
Facsimile: 82-2-920-8661
Email: hhkim@donga.co.kr

with a copy to (which shall not constitute notice):

Willkie Farr & Gallagher LLP
1801 Page Mill Road
Palo Alto, California 94304
Attn.: Matthew Berger; Michael Brandt
Facsimile: (650) 887-9499
Email: mberger@willkie.com; mbrandt@willkie.com

Any party to this Agreement may give any notice or other communication hereunder using any other means (including personal delivery, messenger service, telex, ordinary mail or electronic mail), but no such notice or other communication shall be deemed to have been duly given unless and until it actually is received by the party for whom it is intended. Any party to this Agreement may change the address to which notices and other communications hereunder are to be delivered by giving the other parties to this Agreement notice in the manner herein set forth.

5.7 Governing Law; Venue.

(a) This Agreement shall be governed by and construed in accordance with 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 jurisdictions other than those of the State of Delaware.

(b) Each of the parties to this Agreement (a) consents to submit itself to the personal jurisdiction of any state or federal court sitting in Wilmington, Delaware in any action or proceeding arising out of or relating to this Agreement or any of the transactions contemplated by this Agreement, (b) agrees that all claims in respect of such action or proceeding may be heard and determined in any such court, (c) agrees that it shall not attempt to deny or defeat such personal jurisdiction by motion or other request for leave from any such court, and (d) agrees not to bring any action or proceeding arising out of or relating to this Agreement or any of the transactions contemplated by this Agreement in any other court. Each of the parties hereto waives any defense of inconvenient forum to the maintenance of any action or proceeding so brought and waives any bond, surety or other security that might be required of any other party with respect thereto. Any party hereto may make service on another party by sending or delivering a copy of the process to the party to be served at the address and in the manner provided for the giving of notices in Section 5.6.

(c) EACH PARTY HEREBY IRREVOCABLY WAIVES ALL RIGHT TO TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM (WHETHER BASED ON CONTRACT, TORT OR OTHERWISE) ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY OR THE ACTIONS OF ANY PARTY IN THE NEGOTIATION, ADMINISTRATION, PERFORMANCE AND ENFORCEMENT OF THIS AGREEMENT.

5.8 Reserved. Each Stockholder acknowledges and agrees that irreparable damage would occur to a Stockholder in the event that any of the provisions of this Agreement were not performed in accordance with its specific terms or were otherwise breached by such Stockholder, for which money damages would not provide an adequate remedy. Therefore, each Stockholder agrees that, in the event of any breach or threatened breach by such Stockholder of any covenant or obligation contained in this Agreement, Stockholder shall be entitled (in addition to any other remedy that may be available to it, including monetary damages) to seek and obtain (a) a decree or order of specific performance to enforce the observance and performance of such covenant or obligation, (b) an injunction restraining such breach or threatened breach, and (c) other equitable relief to enforce each and every provision hereof. Each Stockholder further agrees that neither a Stockholder nor any other person shall be required to obtain, furnish or post any bond or similar instrument in connection with or as a condition to obtaining any remedy referred to in this Section 5.8, and each Stockholder irrevocably waives any right it may have to require the obtaining, furnishing or posting of any such bond or similar instrument.

5.9 Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall be considered one and the same agreement and shall become effective when counterparts have been signed by each of the parties hereto and delivered to the other parties, it being understood that all parties need not sign the same counterpart. This Agreement may be executed and delivered by facsimile transmission.

5.10 Descriptive Headings. The descriptive headings used herein are inserted for convenience of reference only and are not intended to be part of or to affect the meaning or interpretation of this Agreement.

5.11 Severability. Any term or provision of this Agreement that is invalid or unenforceable in any situation in any jurisdiction shall not affect the validity or enforceability of the remaining terms and provisions hereof or the validity or enforceability of the offending term or provision in any other situation or in any other jurisdiction. If the final judgment of a court of competent jurisdiction declares that any term or provision hereof is invalid or unenforceable, the parties hereto agree that the court making such determination shall have the power to limit the term or provision, to delete specific words or phrases, or to replace any invalid or unenforceable term or provision with a term or provision that is valid and enforceable and that comes closest to expressing the intention of the invalid or unenforceable term or provision, and this Agreement shall be enforceable as so modified. In the event such court does not exercise the power granted to it in the prior sentence, the parties hereto agree to replace such invalid or unenforceable term or provision with a valid and enforceable term or provision that will achieve, to the extent possible, the economic, business and other purposes of such invalid or unenforceable term.

5.12 Disclosure. Each party hereby authorizes each other party to publish and disclose in its filings required under Sections 13(d) and 16 of the Exchange Act, its identity and ownership of Common Stock and the nature of its commitments, arrangements and understandings under this Agreement.

[REMAINDER OF PAGE INTENTIONALLY BLANK]

IN WITNESS WHEREOF, the parties hereto have caused this Voting Agreement to be duly executed as of the day and year first above written.

DONG-A ST CO., LTD.

By: /s/ Min Young Kim

Name: Min Young Kim

Title: COO

IN WITNESS WHEREOF, the parties hereto have caused this Voting Agreement to be duly executed as of the day and year first above written.

THE E&HEALTHCARE INVESTMENT FUND II

By: E&Investment, Inc.
its General Partner

By: /s/ Na Yeon Kim

Name: Na Yeon Kim

Title: Representative Director

THE E&HEALTHCARE INVESTMENT FUND NO. 6

By: E&Investment, Inc.
its General Partner

By: /s /Na Yeon Kim

Name: Na Yeon Kim

Title: Representative Director

THE E&HEALTHCARE INVESTMENT FUND NO. 7

By: E&Investment, Inc.
its General Partner

By: /s/ Na Yeon Kim

Name: Na Yeon Kim

Title: Representative Director