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

**SCHEDULE 13D** 

Under the Securities Exchange Act of 1934 (Amendment No. )\*

Procaps Group, S.A.

(Name of Issuer)

Ordinary Shares, nominal value of \$0.01 per share

(Title of Class of Securities)

L7756P 102 (Ordinary Shares)

(CUSIP Number)

Procaps Group, S.A.
9 rue de Bitbourg, L-1273
Luxembourg
Grand Duchy of Luxembourg
Tel: +356 7995-6138

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

September 29, 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 that is the subject of this Schedule 13D, and is filing this schedule because of § 240.13d-1(e), 240.13d-1(g), check the following box  $\Box$ .

Note: Schedules filed in paper format shall include a signed original and five copies of the schedule, including all exhibits. See § 240.13d-7(b) 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 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 PERSONS<br>I.R.S. IDENTIFICATION NOS. OF ABOVE PERSONS (ENTITIES ONLY)          |                     |                                    |  |  |  |  |
|-----|---|---------------------|------------------------------------|--|--|--|--|
|     | The Sognatore Trus  | The Sognatore Trust |                                    |  |  |  |  |
| 2   | CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP (See Instructions) (a) $\boxtimes$ (b) $\square$ |                     |                                    |  |  |  |  |
| 3   | SEC USE ONLY  | SEC USE ONLY        |                                    |  |  |  |  |
| 4   | SOURCE OF FUNDS (See Instructions) 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 New Zealand  |                     |                                    |  |  |  |  |
| NU  | MBER OF   | 7                   | SOLE VOTING POWER 31,338,454       |  |  |  |  |
| BEN | SHARES<br>EFICIALLY<br>WNED BY  | 8                   | SHARED VOTING POWER<br>67,258,746* |  |  |  |  |
| RE  | EACH<br>PORTING<br>PERSON   | 9                   | SOLE DISPOSITIVE POWER 31,338,454  |  |  |  |  |
|     |   | 10                  | SHARED DISPOSITIVE POWER 0         |  |  |  |  |
| 11  | AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON 31,338,454*                          |                     |                                    |  |  |  |  |
| 12  | CHECK BOX IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES (See Instructions)          |                     |                                    |  |  |  |  |
| 13  | PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11) 27.7%*   |                     |                                    |  |  |  |  |
| 14  | TYPE OF REPORTING PERSON (See Instructions) OO  |                     |                                    |  |  |  |  |

| 1   | NAME OF REPORTING PERSONS I.R.S. IDENTIFICATION NOS. OF ABOVE PERSONS (ENTITIES ONLY) Ruben Minski |    |                                   |  |  |
|-----|--|----|-----------------------------------|--|--|
| 2   | CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP (See Instructions) (a) ⊠ (b) □                    |    |                                   |  |  |
| 3   | SEC USE ONLY   |    |                                   |  |  |
| 4   | SOURCE OF FUNDS (See Instructions) 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<br>Chile  |    |                                   |  |  |
| NU  | MBER OF SHARES EFICIALLY WNED BY EACH PORTING PERSON   | 7  | SOLE VOTING POWER 31,338,454      |  |  |
| BEN |  | 8  | SHARED VOTING POWER 67,258,746*   |  |  |
|     |  | 9  | SOLE DISPOSITIVE POWER 31,338,454 |  |  |
| 1   |  | 10 | SHARED DISPOSITIVE POWER 0        |  |  |
| 11  | AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON 31,338,454*                           |    |                                   |  |  |
| 12  | CHECK BOX IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES (See Instructions)           |    |                                   |  |  |
| 13  | PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11) 27.7%*  |    |                                   |  |  |
| 14  | TYPE OF REPORTING PERSON (See Instructions) IN, HC   |    |                                   |  |  |

| 1   | NAME OF REPORTING PERSONS  I.R.S. IDENTIFICATION NOS. OF ABOVE PERSONS (ENTITIES ONLY)            |                  |                                      |  |  |  |  |
|-----|---|------------------|--------------------------------------|--|--|--|--|
|     | The Deseja Trust  | The Deseja Trust |                                      |  |  |  |  |
| 2   | CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP (See Instructions) (a) $\boxtimes$ (b) $\square$ |                  |                                      |  |  |  |  |
| 3   | SEC USE ONLY  |                  |                                      |  |  |  |  |
| 4   | SOURCE OF FUNDS (See Instructions) 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<br>Delaware  |                  |                                      |  |  |  |  |
| NU  | MBER OF   | 7                | SOLE VOTING POWER 17,960,146         |  |  |  |  |
| BEN | SHARES<br>EFICIALLY<br>WNED BY  | 8                | SHARED VOTING POWER<br>67,258,746*   |  |  |  |  |
| RE  | EACH<br>PORTING<br>PERSON   | 9                | SOLE DISPOSITIVE POWER<br>17,960,146 |  |  |  |  |
|     |   | 10               | SHARED DISPOSITIVE POWER 0           |  |  |  |  |
| 11  | AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON 17,960,146*                          |                  |                                      |  |  |  |  |
| 12  | CHECK BOX IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES (See Instructions)          |                  |                                      |  |  |  |  |
| 13  | PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11) 15.9%*   |                  |                                      |  |  |  |  |
| 14  | TYPE OF REPORTING PERSON (See Instructions) OO  |                  |                                      |  |  |  |  |

| 1   | NAME OF REPORTING PERSONS<br>I.R.S. IDENTIFICATION NOS. OF ABOVE PERSONS (ENTITIES ONLY)  |              |                                      |  |  |  |  |
|-----|---|--------------|--------------------------------------|--|--|--|--|
|     | Meyer Minski  | Meyer Minski |                                      |  |  |  |  |
| 2   | CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP (See Instructions) (a) ⊠ (b) □           |              |                                      |  |  |  |  |
| 3   | SEC USE ONLY  | SEC USE ONLY |                                      |  |  |  |  |
| 4   | SOURCE OF FUNDS (See Instructions) 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 United States of America                             |              |                                      |  |  |  |  |
| NU  | MBER OF   | 7            | SOLE VOTING POWER 17,960,146         |  |  |  |  |
| BEN | HARES<br>EFICIALLY<br>VNED BY   | 8            | SHARED VOTING POWER 67,258,746*      |  |  |  |  |
| RE  | EACH<br>PORTING<br>PERSON   | 9            | SOLE DISPOSITIVE POWER<br>17,960,146 |  |  |  |  |
|     |   |              | SHARED DISPOSITIVE POWER 0           |  |  |  |  |
| 11  | AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON 17,960,146*                  |              |                                      |  |  |  |  |
| 12  | CHECK BOX IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES (See Instructions)  |              |                                      |  |  |  |  |
| 13  | PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11) 15.9%*                                 |              |                                      |  |  |  |  |
| 14  | TYPE OF REPORTING PERSON (See Instructions) IN, HC  |              |                                      |  |  |  |  |

| 1   |   | NAME OF REPORTING PERSONS<br>I.R.S. IDENTIFICATION NOS. OF ABOVE PERSONS (ENTITIES ONLY) |                                    |  |  |  |
|-----|---|--|------------------------------------|--|--|--|
|     | The Simphony Trust  |  |                                    |  |  |  |
| 2   | CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP (See Instructions) (a) $\boxtimes$ (b) $\square$ |  |                                    |  |  |  |
| 3   | SEC USE ONLY  |  |                                    |  |  |  |
| 4   | SOURCE OF FUNDS (See Instructions) 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<br>Delaware  |  |                                    |  |  |  |
| NU  | MBER OF   | 7  | SOLE VOTING POWER 17,960,146       |  |  |  |
| BEN | SHARES<br>EFICIALLY<br>WNED BY  | 8  | SHARED VOTING POWER<br>67,258,746* |  |  |  |
| RE  | EACH<br>PORTING<br>PERSON   | 9  | SOLE DISPOSITIVE POWER 17,960,146  |  |  |  |
|     |   | 10   | SHARED DISPOSITIVE POWER 0         |  |  |  |
| 11  | AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON 17,960,146*                          |  |                                    |  |  |  |
| 12  | CHECK BOX IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES (See Instructions)          |  |                                    |  |  |  |
| 13  | PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11) 15.9%*   |  |                                    |  |  |  |
| 14  | TYPE OF REPORTING PERSON (See Instructions) OO  |  |                                    |  |  |  |

| 1   | NAME OF REPORTING PERSONS<br>I.R.S. IDENTIFICATION NOS. OF ABOVE PERSONS (ENTITIES ONLY)  |   |                                      |  |  |  |
|-----|---|---|--------------------------------------|--|--|--|
|     | Jose Minski   |   |                                      |  |  |  |
| 2   | CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP (See Instructions) (a) ⊠ (b) □           |   |                                      |  |  |  |
| 3   | SEC USE ONLY  |   |                                      |  |  |  |
| 4   | SOURCE OF FUNDS (See Instructions) 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 United States of America                             |   |                                      |  |  |  |
| NU  | JMBER OF  | 7 | SOLE VOTING POWER 17,960,146         |  |  |  |
| BEN | SHARES EFICIALLY VNED BY EACH PORTING PERSON  | 8 | SHARED VOTING POWER 67,258,746*      |  |  |  |
|     |   | 9 | SOLE DISPOSITIVE POWER<br>17,960,146 |  |  |  |
|     |   |   | SHARED DISPOSITIVE POWER 0           |  |  |  |
| 11  | AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON 17,960,146*                  |   |                                      |  |  |  |
| 12  | CHECK BOX IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES (See Instructions)  |   |                                      |  |  |  |
| 13  | PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11) 15.9%*                                 |   |                                      |  |  |  |
| 14  | TYPE OF REPORTING PERSON (See Instructions) IN, HC  |   |                                      |  |  |  |

## Item 1. Security and Issuer.

This Statement on Schedule 13D (this "<u>Statement</u>") relates to the ordinary shares, nominal value of \$0.01 per share (the "<u>Ordinary Shares</u>"), of Procaps Group, S.A., a public limited liability company (*société anonyme*) governed by the laws of the Grand Duchy of Luxembourg, having its registered office at 9, rue de Bitbourg, L-1273 Luxembourg, Grand Duchy of Luxembourg, and registered with the Luxembourg Trade and Companies' Register (*Registre de Commerce et des Sociétés*, *Luxembourg*) under number B 253360 (the "<u>Issuer</u>").

## Item 2. Identity and Background.

(a) This Statement is being jointly filed the Sognatore Trust, a trust organized under the laws of New Zealand ("Sognatore"), Mr. Ruben Minski, the Simphony Trust, a trust organized under the laws of the State of Delaware ("Simphony"), Mr. Jose Minski, the Deseja Trust, a trust organized under the laws of the State of Delaware ("Deseja"), and Mr. Meyer Minski (together with Sognatore, Ruben Minski, Simphony, Jose Minski and Deseja, the "Reporting Persons"), pursuant to Rule 13d-1(k) promulgated by the Securities and Exchange Commission (the "SEC") pursuant to Section 13 of the Securities Exchange Act of 1934, as amended.

The trustee of Sognatore is Caoton Company, S.A., which holds Ordinary Shares for Bricol International Corp., a company wholly owned by Mr. Ruben Minski, as beneficiary.

The trustee of Simphony is the Commonwealth Trust Company, which holds Ordinary Shares for the benefit of Mr. Jose Minski.

The trustee of Deseja is the Commonwealth Trust Company, which holds Ordinary Shares for the benefit of Mr. Meyer Minski.

- (b) The business address of Sognatore is Oficina 503A-02, Edificio Quantum (500) Ruta 8 km. 17.500 Zonamérica, Montevideo, Uruguay. The business address for Simphony and Deseja is 29 Bancroft Mills Road, Wilmington, Delaware 19806. The principal business address of Mr. Ruben Minski is Calle 80 No. 78B-201, Barranquilla, Atlántico, Colombia. The principal business address of Mr. Jose Minski is 21500 Biscayne Boulevard, Suite 600, Aventura, Florida 33180. The principal business address of Mr. Meyer Minski is 20900 NE 30th Ave., Suite 707, Aventura, Florida 33180.
- (c) A present principal business of each of Sognatore, Simphony and Deseja is to hold the securities of the Issuer, as described in this Statement. The principal business of Mr. Ruben Minski is to serve as the Chief Executive Officer and Chairman of the board of directors of the Issuer. The principal business of Mr. Jose Minski is being the co-founder of WM Partners LP, a middle-market private equity firm focused on the health and wellness industry and to serve as a member of the Board of Directors of the Issuer. The principal business of Mr. Meyer Minski is to serve as the Chief Executive Officer of Originates, Inc., a global supplier of Omega-3 fish oil concentrates, among other products.
- (d) None of the Reporting Persons, nor to the knowledge of the Reporting Persons, none of the executive officers, directors or partners of the Reporting Persons, if applicable, has, during the last five years, been convicted in a criminal proceeding (excluding traffic violations or similar misdemeanors).

- (e) None of the Reporting Persons, nor to the knowledge of the Reporting Persons, none of the executive officers, directors or partners of the Reporting Persons, if applicable, was, during the last five years, a party to a civil proceeding of a judicial or administrative body of competent jurisdiction and as a result of such proceeding was or is subject to a judgment, decree or final order enjoining future violations of, or prohibiting or mandating activities subject to, federal or state securities laws or finding any violation with respect to such laws.
- (f) Sognatore Trust is organized under the laws of New Zealand. Simphony is organized under the laws of the State of Delaware. Deseja is organized under the laws of the State of Delaware. Mr. Ruben Minski is a citizen of Chile. Mr. Jose Minski is a citizen of the United States of America. Mr. Meyer Minski is a citizen of the United States of America.

## Item 3. Source and Amount of Funds or Other Consideration.

On September 29, 2021 (the "<u>Closing Date</u>"), the Issuer consummated a business combination (the "<u>Business Combination</u>") pursuant to the terms of that certain Business Combination Agreement dated as of March 31, 2021, by and among Union Acquisition Corp. II (the "SPAC"), Crynssen Pharma Group Limited ("<u>Crynssen</u>"), the Issuer and OZLEM Limited ("<u>Merger Sub</u>"), as amended by that certain Amendment No. 1 to Business Combination Agreement dated as of September 29, 2021, by and among the SPAC, Crynssen, the Issuer and Merger Sub (the "<u>Business Combination Agreement</u>")

On March 31, 2021, each of Sognatore, Simphony and Deseja entered into individual Contribution and Exchange Agreements by and among Crynssen, the Issuer and such Reporting Person (each an "Exchange Agreement"), pursuant to which, among other things, each of Sognatore, Simphony and Deseja agreed to (i) contribute its respective ordinary shares of Crynssen, nominal value \$1.00 per share (the "Crynssen Ordinary Shares"), to the Issuer in exchange for Ordinary Shares based on an exchange ratio of 33.444848 for determining the aggregate number of shares of the Issuer for which the Crynssen Ordinary Shares held by the shareholders of Crynssen shall be converted in accordance with the terms of Business Combination Agreement and the Exchange Agreements, and (ii) not transfer any of its Crynssen Ordinary Shares before the termination of the Business Combination Agreement pursuant to its terms. Pursuant to the Exchange Agreements, on September 29, 2021, Sognatore exchanged its Crynssen Ordinary Shares for 31,338,454 Ordinary Shares, Simphony exchanged its Crynssen Ordinary Shares for 17,960,146 Ordinary Shares.

Immediately upon the completion of the Business Combination and the other transactions contemplated by the Business Combination Agreement, including the Exchange Agreements (the "<u>Transactions</u>", and such completion, the "<u>Closing</u>"), Crynssen became a direct wholly-owned subsidiary of the Issuer.

The foregoing description of the Exchange Agreements is qualified in its entirety by reference to the full text of the form of Exchange Agreements, a copy of which is included as Exhibit 99.1 to this Statement, and incorporated herein by reference.

# Item 4. Purpose of the Transaction.

The information contained above in Item 1 and Item 3 of this Statement is incorporated herein by reference.

The Reporting Persons intend to review their investment on a regular basis and, as a result thereof, may at any time or from time to time determine, either alone or as part of a group, to (a) acquire additional securities of the Issuer, through open market purchases, privately negotiated transactions or otherwise, (b) dispose of all or a portion of the securities of the Issuer owned by it in the open market, in privately negotiated transactions or otherwise, (c) enter into privately negotiated derivative transactions with institutional counterparties to hedge the market risk of some or all of its positions in the securities of the Issuer or (d) take any other available course of action, which could involve one or more of the types of transactions or have one or more of the results described in clauses (a) through (j) of Item 4 of Schedule 13D. Any such acquisition or disposition or other transaction would be made in compliance with all applicable laws and regulations. Notwithstanding anything contained herein, the Reporting Persons specifically reserve the right to change their intention with respect to any or all of such matters. In reaching any decision as to its course of action (as well as to the specific elements thereof), the Reporting Persons currently expect that it would take into consideration a variety of factors, including, but not limited to, the following: the Issuer's business and prospects; other developments concerning the Issuer and its businesses generally; other business opportunities available to the Reporting Persons; changes in law and government regulations; general economic conditions; and financial and stock market conditions, including the market price of the securities of the Issuer. Except as set forth herein, the Reporting Persons have no present plans or proposals that relate to or that would result in any of the actions specified in clauses (a) through (j) of Item 4 of Schedule 13D.

#### Item 5. Interest in Securities of the Issuer.

(a) – (b) the Reporting Persons collectively hold an aggregate of 67,258,746 Ordinary Shares of the Issuer, which equals an aggregate of 59.6% of the outstanding Ordinary Shares. Each Ordinary Share is entitled to one vote.

Mr. Ruben Minski indirectly holds through Sognatore, which directly holds, an aggregate of 31,338,454 Ordinary Shares of the Issuer, which equals an aggregate of 27.7% of the outstanding Ordinary Shares.

Mr. Jose Minski indirectly holds through Simphony, which directly holds, an aggregate of 17,960,146 Ordinary Shares of the Issuer, which equals an aggregate of 15.9% of the outstanding Ordinary Shares.

Mr. Meyer Minski indirectly holds through Deseja, which directly holds, an aggregate of 17,960,146 Ordinary Shares of the Issuer, which equals an aggregate of 15.9% of the outstanding Ordinary Shares.

Each Reporting Person has the sole power to vote or dispose of the Ordinary Shares it directly or indirectly owns, provided, however that the Reporting Persons have agreed, pursuant to the terms of the Nomination Agreement (defined and described below), to jointly vote on certain matters. The percentages of outstanding Ordinary Shares set forth in this Statement are based upon 112,824,183 Ordinary Shares outstanding as of September 29, 2021, as stated in the Issuer's Annual Report on Form 20-F, dated as of September 30, 2021.

- (c) The information set forth in Item 4 of this Statement is incorporated by reference herein.
- (d) Inapplicable.
- (e) Inapplicable.

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

Registration Rights and Lock-Up Agreement

In connection with the Closing, the Issuer, Union Group International Holdings Limited ("<u>UGI</u>"), Union Acquisition Associates II, LLC ("<u>UAA</u>" and collectively with UGI, the "<u>Sponsors</u>"), certain other persons and entities ("<u>Original Holders</u>") holding ordinary shares of the SPAC, par value \$0.0001 per share, issued by the SPAC prior to its initial public offering of securities (the "<u>Founder Shares</u>") and the shareholders of Crynssen prior to the consummation of the Transactions, including Sognatore, Simphony and Deseja (the "<u>Company Shareholders</u>"), entered into a Registration Rights and Lock-Up Agreement") which provides customary demand and piggyback registration rights. Additionally, the Ordinary Shares held by the Sponsors and the Original Holders which were previously Founder Shares will be locked-up until the earliest of: (i) the date that is one year from the Closing Date, (ii) the date on which the closing price of the Ordinary Shares on the Nasdaq Stock Market equals or exceeds \$12.50 per Ordinary Share for any 20 trading days within any 30-trading day period commencing 150 days after the Closing Date, or (iii) such date on which the Issuer completes a liquidation, merger, share exchange or other similar transaction that results in all of the shareholders of the Issuer having the right to exchange their Ordinary Shares for cash, securities or other property.

The Ordinary Shares held by Company Shareholders, except for four million Ordinary Shares held by Company Shareholders, will be locked-up until the earliest of: (i) the date that is 180 days from Closing Date, and (ii) such date on which the Issuer completes a liquidation, merger, share exchange or other similar transaction that results in all of the shareholders of the Issuer having the right to exchange their Ordinary Shares for cash, securities or other property.

Four million Ordinary Shares held by Company Shareholders will be locked-up until the earliest of: (i) the date that is 90 days from Closing Date, (ii) the date on which the closing price of the Ordinary Shares on the Nasdaq Stock Market equals or exceeds \$12.00 per Ordinary Share for any 20 trading days within any 30-trading day period commencing on the Closing Date, and (iii) such date on which the issuer completes a liquidation, merger, share exchange or other similar transaction that results in all of the shareholders of the Issuer having the right to exchange their Ordinary Shares for cash, securities or other property.

The foregoing description of the Registration Rights and Lock-Up Agreement is qualified in its entirety by reference to the full text of the Registration Rights and Lock-Up Agreement, a copy of which is included as Exhibit 99.2 to this Statement, and incorporated herein by reference.

## Nomination Agreement

On the Closing Date, the Issuer, the Sponsors, certain Original Holders and certain Company Shareholders entered into a Nomination Agreement pursuant to which, in connection with any general meeting at which directors of the Issuer are to be elected, or any adjournment or postponement thereof, Sognatore, Simphony and Deseja shall collectively have the right to propose for appointment a number of directors that equals a majority of the board of directors of the Issuer (each, a "Majority Shareholder Director"). For as long as Hoche Partners Pharma Holding S.A. ("Hoche") owns no less than 7% of the issued and outstanding share capital of the Issuer, Hoche shall have the right to propose for appointment one director (such director, the "Hoche Shareholder Director" and collectively with the Majority Shareholder Directors, each a "Shareholder Director" and collectively, the "Shareholder Director" Directors"). On the Closing Date and until the one-year anniversary of the preceding annual general shareholders' meeting of the Issuer, Alejandro Weinstein shall be the Hoche Shareholder Director. In connection with the first two consecutive general shareholders' meetings of the Issuer following September 1, 2021 at which directors are to be elected, or any adjournment or postponement thereof, the Sponsors shall have the right to propose for appointment Daniel W. Fink and Kyle P. Bransfield as directors of the Issuer. At least one-half of the Shareholder Directors must qualify as independent directors ("Independent Directors") under applicable stock exchange rules, subject to any independence requirements established by the listing rules of the stock exchange on which the Ordinary Shares are listed that would require a greater number of Shareholder Directors to qualify as Independent Directors, provided that Sognatore, Simphony and Deseja will not be required to nominate any additional Independent Directors unless and until all of the directors, other than the Majority Shareholder Directors, qualify as Independent Directors. In addition, for so long as the Issuer maintains any committee, such committees shall each include at least one Majority Shareholder Director so long as he or she is independent. The Nomination Agreement will automatically terminate upon the earlier of (i) the date on which Sognatore, Simphony and Deseja or their affiliates cease to beneficially own, in the aggregate, 30% of the outstanding shares of the Issuer and (ii) 20 years from the date of the Nomination Agreement.

The foregoing description of the Nomination Agreement is qualified in its entirety by reference to the full text of the Nomination Agreement which included as Exhibit 99.3 to this Statement, and incorporated by reference herein.

The information set forth in Items 3 and 4 of this Statement is incorporated herein by reference.

# Item 7. Materials to be Filed as Exhibits.

| Exhibit 99.1 — | Form of Contribution and Exchange Agreement (incorporated by reference to Exhibit 10.1 to Union Acquisition Corp. II's Form 8-K/A, File No. 001-39089, filed with the SEC on April 2, 2021).  |
|----------------|---|
| Exhibit 99.2 — | Registration Rights and Lock-Up Agreement, dated September 29, 2021, by and between Procaps Group, S.A., Union Group International Holdings Limited, Union Acquisition Associates II, LLC and the persons and entities listed on Exhibit A thereto (incorporated by reference to Exhibit 4.7 to Procaps Group, S.A. Form 20-F, File No. 001-40851, filed with the SEC on September 30, 2021). |
| Exhibit 99.3 — | Nomination Agreement, dated September 29, 2021, by and between Procaps Group, S.A., Union Group International Holdings Limited, Union Acquisition Associates II, LLC, and the persons and entities listed on Exhibit A thereto (incorporated by reference to Exhibit 4.8 to Procaps Group, S.A. Form 20-F, File No. 001-40851, filed with the SEC on September 30, 2021).                     |
| Exhibit 99.4 — | Power of Attorney from the Sognatore Trust.   |
| Exhibit 99.5 — | Power of Attorney from Ruben Minski.  |
| Exhibit 99.6 — | Power of Attorney from the Simphony Trust.  |
| Exhibit 99.7 — | Power of Attorney from Jose Minski.   |
| Exhibit 99.8 — | Power of Attorney from the Deseja Trust.  |
| Exhibit 99.9 — | Joint Filing Agreement among the Reporting Persons, dated October 12, 2021.   |
|                | 12  |

## **SIGNATURE**

After reasonable inquiry and to the best of each of the Reporting Person's knowledge and belief, each of the undersigned certifies that the information set forth in this statement is true, complete and correct.

Dated: October 12, 2021

## THE SOGNATORE TRUST

By: /s/ Flora Perez

Name: Flora Perez Title: Attorney-in-Fact

# THE SIMPHONY TRUST

By: /s/ Flora Perez

Name: Flora Perez
Title: Attorney-in-Fact

# THE DESEJA TRUST

By: /s/ Flora Perez

Name: Flora Perez Title: Attorney-in-Fact

# RUBEN MISNKI

By: /s/ Flora Perez

Name: Flora Perez Title: Attorney-in-Fact

# JOSE MINSKI

By: /s/ Flora Perez

Name: Flora Perez
Title: Attorney-in-Fact

# MEYER MINSKI

By: /s/ Meyer Minski

Name: Meyer Minski

**KNOW ALL BY THESE PRESENTS**, that the undersigned hereby constitutes and appoints each and any of Alan I. Annex, Flora Perez, Antonio Peña, Arnaldo C. Rego Jr., and Valentín I. Arenas, its true and lawful attorney-in-fact and agent, with full power of substitution and re-substitution, for it and in its name, place and stead, in any and all capacities (until revoked in writing) to:

- 1. Sign any and all instruments, certificates and documents appropriate or required to be executed on behalf of the undersigned pursuant to Sections 13 and 16 of the Securities Exchange Act of 1934, as amended (the "Exchange Act"), and any and all regulations promulgated thereunder (including, without limitation, any Joint Filing Agreement with respect thereto), and to file the same, with all exhibits thereto, and any other documents in connection therewith, with the Securities and Exchange Commission (the "SEC"), and with any other entity when and if such is mandated by the Exchange Act or by the Bylaws of the Financial Industry Regulatory Authority;
- 2. prepare, execute, acknowledge, deliver and file a Form ID (including any amendments or authentications thereto) with respect to obtaining EDGAR codes, with the SEC;
- 3. seek or obtain, as the representative of the undersigned and on behalf of the undersigned, information on transactions in the securities of Union Acquisition Corp. II, from any third party, including brokers, employee benefit plan administrators and trustees, and the undersigned hereby authorizes any such person to release any such information to such attorneys-in-fact and the undersigned approves and ratifies any such release of information; and
- 4. perform any and all other acts which in the discretion of such attorneys-in-fact are necessary or desirable for and on behalf of the undersigned in connection with the foregoing.

## The undersigned acknowledges that:

- 1. this Power of Attorney authorizes, but does not require, such attorneys-in-fact to act in their discretion on information provided to such attorneys-in-fact without independent verification of such information;
- 2. any documents prepared and/or executed by such attorneys-in-fact on behalf of any of the undersigned pursuant to this Power of Attorney will be in such form and will contain such information and disclosure as such attorney-in-fact, in his or her discretion, deems necessary or desirable;
- 3. neither Union Acquisition Corp. II nor such attorneys-in-fact assumes (a) any liability for responsibility to comply with the requirements of the Exchange Act for any of the undersigned, (b) any liability for any failure to comply with such requirements for any of the undersigned, or (c) any obligation or liability for profit disgorgement under Section 16(b) of the Exchange Act for any of the undersigned; and
- 4. this Power of Attorney does not relieve any of the undersigned from responsibility for compliance with the undersigned's obligations under the Exchange Act, including without limitation the reporting requirements under Sections 13 and 16 of the Exchange Act.

The undersigned hereby gives and grants the foregoing attorneys-in-fact full power and authority to do and perform all and every act and thing whatsoever requisite, necessary or appropriate to be done in and about the foregoing matters as fully to all intents and purposes as the undersigned might or could do if present, with full power of substitution and revocation, hereby ratifying all that such attorney-in-fact, or such attorney-in-fact's substitute or substitutes, of, for and on behalf of the undersigned, shall lawfully do or cause to be done by virtue of this Power of Attorney. This Power of Attorney shall remain in full force and effect until revoked by the undersigned in a signed writing delivered to such attorneys-in-fact.

**IN WITNESS WHEREOF**, the undersigned has caused this Power of Attorney to be executed on September 14, 2021.

# SOGNATORE TRUST

By: Caoton Company, S.A., as Trustee

By: /s/ Geoffrey Cone
Print Name: Geoffrey Cone
Print Title: Director

**KNOW ALL BY THESE PRESENTS**, that the undersigned hereby constitutes and appoints each and any of Alan I. Annex, Flora Perez, Antonio Peña, Arnaldo C. Rego Jr., and Valentín I. Arenas, its true and lawful attorney-in-fact and agent, with full power of substitution and re-substitution, for it and in its name, place and stead, in any and all capacities (until revoked in writing) to:

- 1. Sign any and all instruments, certificates and documents appropriate or required to be executed on behalf of the undersigned pursuant to Sections 13 and 16 of the Securities Exchange Act of 1934, as amended (the "Exchange Act"), and any and all regulations promulgated thereunder (including, without limitation, any Joint Filing Agreement with respect thereto), and to file the same, with all exhibits thereto, and any other documents in connection therewith, with the Securities and Exchange Commission (the "SEC"), and with any other entity when and if such is mandated by the Exchange Act or by the Bylaws of the Financial Industry Regulatory Authority;
- 2. prepare, execute, acknowledge, deliver and file a Form ID (including any amendments or authentications thereto) with respect to obtaining EDGAR codes, with the SEC;
- 3. seek or obtain, as the representative of the undersigned and on behalf of the undersigned, information on transactions in the securities of Union Acquisition Corp. II, from any third party, including brokers, employee benefit plan administrators and trustees, and the undersigned hereby authorizes any such person to release any such information to such attorneys-in-fact and the undersigned approves and ratifies any such release of information; and
- 4. perform any and all other acts which in the discretion of such attorneys-in-fact are necessary or desirable for and on behalf of the undersigned in connection with the foregoing.

## The undersigned acknowledges that:

- 1. this Power of Attorney authorizes, but does not require, such attorneys-in-fact to act in their discretion on information provided to such attorneys-in-fact without independent verification of such information;
- 2. any documents prepared and/or executed by such attorneys-in-fact on behalf of any of the undersigned pursuant to this Power of Attorney will be in such form and will contain such information and disclosure as such attorney-in-fact, in his or her discretion, deems necessary or desirable;
- 3. neither Union Acquisition Corp. II nor such attorneys-in-fact assumes (a) any liability for responsibility to comply with the requirements of the Exchange Act for any of the undersigned, (b) any liability for any failure to comply with such requirements for any of the undersigned, or (c) any obligation or liability for profit disgorgement under Section 16(b) of the Exchange Act for any of the undersigned; and
- 4. this Power of Attorney does not relieve any of the undersigned from responsibility for compliance with the undersigned's obligations under the Exchange Act, including without limitation the reporting requirements under Sections 13 and 16 of the Exchange Act.

The undersigned hereby gives and grants the foregoing attorneys-in-fact full power and authority to do and perform all and every act and thing whatsoever requisite, necessary or appropriate to be done in and about the foregoing matters as fully to all intents and purposes as the undersigned might or could do if present, with full power of substitution and revocation, hereby ratifying all that such attorney-in-fact, or such attorney-in-fact's substitute or substitutes, of, for and on behalf of the undersigned, shall lawfully do or cause to be done by virtue of this Power of Attorney. This Power of Attorney shall remain in full force and effect until revoked by the undersigned in a signed writing delivered to such attorneys-in-fact.

**IN WITNESS WHEREOF**, the undersigned has caused this Power of Attorney to be executed on September 9, 2021.

/s/ Ruben Minski RUBEN MINSKI

**KNOW ALL BY THESE PRESENTS**, that the undersigned hereby constitutes and appoints each and any of Alan I. Annex, Flora Perez, Antonio Peña, Arnaldo C. Rego Jr., and Valentín I. Arenas, its true and lawful attorney-in-fact and agent, with full power of substitution and re-substitution, for it and in its name, place and stead, in any and all capacities (until revoked in writing) to:

- 1. Sign any and all instruments, certificates and documents appropriate or required to be executed on behalf of the undersigned pursuant to Sections 13 and 16 of the Securities Exchange Act of 1934, as amended (the "Exchange Act"), and any and all regulations promulgated thereunder (including, without limitation, any Joint Filing Agreement with respect thereto), and to file the same, with all exhibits thereto, and any other documents in connection therewith, with the Securities and Exchange Commission (the "SEC"), and with any other entity when and if such is mandated by the Exchange Act or by the Bylaws of the Financial Industry Regulatory Authority;
- 2. prepare, execute, acknowledge, deliver and file a Form ID (including any amendments or authentications thereto) with respect to obtaining EDGAR codes, with the SEC;
- 3. seek or obtain, as the representative of the undersigned and on behalf of the undersigned, information on transactions in the securities of Union Acquisition Corp. II, from any third party, including brokers, employee benefit plan administrators and trustees, and the undersigned hereby authorizes any such person to release any such information to such attorneys-in-fact and the undersigned approves and ratifies any such release of information; and
- 4. perform any and all other acts which in the discretion of such attorneys-in-fact are necessary or desirable for and on behalf of the undersigned in connection with the foregoing.

## The undersigned acknowledges that:

- 1. this Power of Attorney authorizes, but does not require, such attorneys-in-fact to act in their discretion on information provided to such attorneys-in-fact without independent verification of such information;
- 2. any documents prepared and/or executed by such attorneys-in-fact on behalf of any of the undersigned pursuant to this Power of Attorney will be in such form and will contain such information and disclosure as such attorney-in-fact, in his or her discretion, deems necessary or desirable;
- 3. neither Union Acquisition Corp. II nor such attorneys-in-fact assumes (a) any liability for responsibility to comply with the requirements of the Exchange Act for any of the undersigned, (b) any liability for any failure to comply with such requirements for any of the undersigned, or (c) any obligation or liability for profit disgorgement under Section 16(b) of the Exchange Act for any of the undersigned; and
- 4. this Power of Attorney does not relieve any of the undersigned from responsibility for compliance with the undersigned's obligations under the Exchange Act, including without limitation the reporting requirements under Sections 13 and 16 of the Exchange Act.

The undersigned hereby gives and grants the foregoing attorneys-in-fact full power and authority to do and perform all and every act and thing whatsoever requisite, necessary or appropriate to be done in and about the foregoing matters as fully to all intents and purposes as the undersigned might or could do if present, with full power of substitution and revocation, hereby ratifying all that such attorney-in-fact, or such attorney-in-fact's substitute or substitutes, of, for and on behalf of the undersigned, shall lawfully do or cause to be done by virtue of this Power of Attorney. This Power of Attorney shall remain in full force and effect until revoked by the undersigned in a signed writing delivered to such attorneys-in-fact.

**IN WITNESS WHEREOF**, the undersigned has caused this Power of Attorney to be executed on September 14, 2021.

# SIMPHONY TRUST

By: Commonwealth Trust Company, solely in its capacity as Trustee, and not in its individual capacity

By: /s/ James A. Horty, III
Print Name: James A. Horty, III
Print Title: Vice President

**KNOW ALL BY THESE PRESENTS**, that the undersigned hereby constitutes and appoints each and any of Alan I. Annex, Flora Perez, Antonio Peña, Arnaldo C. Rego Jr., and Valentín I. Arenas, its true and lawful attorney-in-fact and agent, with full power of substitution and re-substitution, for it and in its name, place and stead, in any and all capacities (until revoked in writing) to:

- 1. Sign any and all instruments, certificates and documents appropriate or required to be executed on behalf of the undersigned pursuant to Sections 13 and 16 of the Securities Exchange Act of 1934, as amended (the "Exchange Act"), and any and all regulations promulgated thereunder (including, without limitation, any Joint Filing Agreement with respect thereto), and to file the same, with all exhibits thereto, and any other documents in connection therewith, with the Securities and Exchange Commission (the "SEC"), and with any other entity when and if such is mandated by the Exchange Act or by the Bylaws of the Financial Industry Regulatory Authority;
- 2. prepare, execute, acknowledge, deliver and file a Form ID (including any amendments or authentications thereto) with respect to obtaining EDGAR codes, with the SEC;
- 3. seek or obtain, as the representative of the undersigned and on behalf of the undersigned, information on transactions in the securities of Union Acquisition Corp. II, from any third party, including brokers, employee benefit plan administrators and trustees, and the undersigned hereby authorizes any such person to release any such information to such attorneys-in-fact and the undersigned approves and ratifies any such release of information; and
- 4. perform any and all other acts which in the discretion of such attorneys-in-fact are necessary or desirable for and on behalf of the undersigned in connection with the foregoing.

## The undersigned acknowledges that:

- 1. this Power of Attorney authorizes, but does not require, such attorneys-in-fact to act in their discretion on information provided to such attorneys-in-fact without independent verification of such information;
- 2. any documents prepared and/or executed by such attorneys-in-fact on behalf of any of the undersigned pursuant to this Power of Attorney will be in such form and will contain such information and disclosure as such attorney-in-fact, in his or her discretion, deems necessary or desirable;
- 3. neither Union Acquisition Corp. II nor such attorneys-in-fact assumes (a) any liability for responsibility to comply with the requirements of the Exchange Act for any of the undersigned, (b) any liability for any failure to comply with such requirements for any of the undersigned, or (c) any obligation or liability for profit disgorgement under Section 16(b) of the Exchange Act for any of the undersigned; and
- 4. this Power of Attorney does not relieve any of the undersigned from responsibility for compliance with the undersigned's obligations under the Exchange Act, including without limitation the reporting requirements under Sections 13 and 16 of the Exchange Act.

The undersigned hereby gives and grants the foregoing attorneys-in-fact full power and authority to do and perform all and every act and thing whatsoever requisite, necessary or appropriate to be done in and about the foregoing matters as fully to all intents and purposes as the undersigned might or could do if present, with full power of substitution and revocation, hereby ratifying all that such attorney-in-fact, or such attorney-in-fact's substitute or substitutes, of, for and on behalf of the undersigned, shall lawfully do or cause to be done by virtue of this Power of Attorney. This Power of Attorney shall remain in full force and effect until revoked by the undersigned in a signed writing delivered to such attorneys-in-fact.

**IN WITNESS WHEREOF**, the undersigned has caused this Power of Attorney to be executed on September 9, 2021.

/s/ Jose Minski JOSE MINSKI Signature:

**KNOW ALL BY THESE PRESENTS**, that the undersigned hereby constitutes and appoints each and any of Alan I. Annex, Flora Perez, Antonio Peña, Arnaldo C. Rego Jr., and Valentín I. Arenas, its true and lawful attorney-in-fact and agent, with full power of substitution and re-substitution, for it and in its name, place and stead, in any and all capacities (until revoked in writing) to:

- 1. Sign any and all instruments, certificates and documents appropriate or required to be executed on behalf of the undersigned pursuant to Sections 13 and 16 of the Securities Exchange Act of 1934, as amended (the "Exchange Act"), and any and all regulations promulgated thereunder (including, without limitation, any Joint Filing Agreement with respect thereto), and to file the same, with all exhibits thereto, and any other documents in connection therewith, with the Securities and Exchange Commission (the "SEC"), and with any other entity when and if such is mandated by the Exchange Act or by the Bylaws of the Financial Industry Regulatory Authority;
- 2. prepare, execute, acknowledge, deliver and file a Form ID (including any amendments or authentications thereto) with respect to obtaining EDGAR codes, with the SEC;
- 3. seek or obtain, as the representative of the undersigned and on behalf of the undersigned, information on transactions in the securities of Union Acquisition Corp. II, from any third party, including brokers, employee benefit plan administrators and trustees, and the undersigned hereby authorizes any such person to release any such information to such attorneys-in-fact and the undersigned approves and ratifies any such release of information; and
- 4. perform any and all other acts which in the discretion of such attorneys-in-fact are necessary or desirable for and on behalf of the undersigned in connection with the foregoing.

## The undersigned acknowledges that:

- 1. this Power of Attorney authorizes, but does not require, such attorneys-in-fact to act in their discretion on information provided to such attorneys-in-fact without independent verification of such information;
- 2. any documents prepared and/or executed by such attorneys-in-fact on behalf of any of the undersigned pursuant to this Power of Attorney will be in such form and will contain such information and disclosure as such attorney-in-fact, in his or her discretion, deems necessary or desirable;
- 3. neither Union Acquisition Corp. II nor such attorneys-in-fact assumes (a) any liability for responsibility to comply with the requirements of the Exchange Act for any of the undersigned, (b) any liability for any failure to comply with such requirements for any of the undersigned, or (c) any obligation or liability for profit disgorgement under Section 16(b) of the Exchange Act for any of the undersigned; and
- 4. this Power of Attorney does not relieve any of the undersigned from responsibility for compliance with the undersigned's obligations under the Exchange Act, including without limitation the reporting requirements under Sections 13 and 16 of the Exchange Act.

The undersigned hereby gives and grants the foregoing attorneys-in-fact full power and authority to do and perform all and every act and thing whatsoever requisite, necessary or appropriate to be done in and about the foregoing matters as fully to all intents and purposes as the undersigned might or could do if present, with full power of substitution and revocation, hereby ratifying all that such attorney-in-fact, or such attorney-in-fact's substitute or substitutes, of, for and on behalf of the undersigned, shall lawfully do or cause to be done by virtue of this Power of Attorney. This Power of Attorney shall remain in full force and effect until revoked by the undersigned in a signed writing delivered to such attorneys-in-fact.

**IN WITNESS WHEREOF**, the undersigned has caused this Power of Attorney to be executed on September 14, 2021.

# **DESEJA TRUST**

By: Commonwealth Trust Company, solely in its capacity as Trustee, and not in its individual capacity

By: /s/ James A. Horty, III
Print Name: James A. Horty, III
Print Title: Vice President

# SCHEDULE 13D JOINT FILING AGREEMENT

In accordance with the requirements of Rule 13d-1(k) under the Securities Exchange Act of 1934, as amended, and subject to the limitations set forth therein, the parties set forth below agree to jointly file the Schedule 13D to which this Joint Filing Agreement is attached and have duly executed this Joint Filing Agreement as of the date set forth below.

Dated: October 12, 2021

## THE SOGNATORE TRUST

By: /s/ Flora Perez

Name: Flora Perez Title: Attorney-in-Fact

# THE SIMPHONY TRUST

By: /s/ Flora Perez

Name: Flora Perez Title: Attorney-in-Fact

# THE DESEJA TRUST

By: /s/ Flora Perez

Name: Flora Perez Title: Attorney-in-Fact

## Ruben Misnki

By: /s/ Flora Perez

Name: Flora Perez
Title: Attorney-in-Fact

# Jose Minski

By: /s/ Flora Perez

Name: Flora Perez
Title: Attorney-in-Fact

# Meyer Minski

By: /s/ Meyer Minski

Name: Meyer Minski