

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE**

In re:

TRICIDA, INC.,¹

Debtor.

Chapter 11

Case No. 23-10024 (JTD)

Docket Ref. Nos. 11, 100, 113, 199

**SUPPLEMENTAL NOTICE OF (I)
POTENTIAL ASSUMPTION AND ASSIGNMENT OF
EXECUTORY CONTRACTS AND UNEXPIRED LEASES AND (II) CURE AMOUNTS**

You are receiving this notice because you may be a counterparty to a contract or lease with Tricida, Inc. Please read this notice carefully as your rights may be affected by the transactions described herein.

PLEASE TAKE NOTICE OF THE FOLLOWING:

1. On January 11, 2023, the above-captioned debtor and debtor-in-possession (the “Debtor”) filed a motion seeking approval of the Bidding Procedures for the sale of certain of the Debtor’s assets (the “Assets”) and approval of the sale of such Assets (the “Bidding Procedures and Sale Motion”) to the highest or best qualified bidder (the “Successful Bidder”). The Debtor obtained approval from the Bankruptcy Court (as defined below) of the proposed Bidding Procedures at a hearing held on January 26, 2023. Further, a hearing to approve the sale of the Assets (the “Sale Hearing”) has been set for February 21, 2023, at 2:00 p.m. (ET) (prevailing Eastern Time) in the United States Bankruptcy Court for the District of Delaware (the “Bankruptcy Court”).

2. Pursuant to the Bidding Procedures and Sale Motion, on January 31, 2023, the Debtor filed a list of contracts that it may potentially assume and assign to the Successful Bidder (collectively, the “Potentially Assigned Agreements” and each, a “Potentially Assigned Agreement”), pursuant to section 365 of the Bankruptcy Code. Each of the Potentially Assigned Agreements listed the cure amounts, if any, that must be paid to cure any prepetition defaults under the Potentially Assigned Agreements (in each instance, the “Cure Amount”).

3. On February 14, 2023, Medpace Research, Inc. and Medpace Reference Laboratories, LLC (together, “Medpace”) filed a joint objection to the proposed Cure Amount. The Debtor worked with Medpace to resolve their objection to the Cure Amount, and the

¹ The Debtor in this chapter 11 case, together with the last four digits of the Debtor’s federal tax identification number, is Tricida, Inc. (2526). The Debtor’s service address is 7000 Shoreline Court, Suite 201, South San Francisco, CA 94080.



supplemental schedule attached hereto as **Exhibit A** includes an agreed Cure Amount that consensually resolves the parties' dispute.

4. Further, the Debtor hereby supplements the list of Potentially Assigned Agreements to include certain additional contracts, listed on **Exhibit A** hereto, which it may potentially assume and assign to the Successful Bidder (collectively, the "Additional Potentially Assigned Agreements") and each, an "Additional Potentially Assigned Agreement") pursuant to section 365 of the Bankruptcy Code. Each of the Additional Potentially Assigned Agreements includes a Cure Amount associated therewith.

5. Any of the contract counterparties to the Additional Potentially Assigned Agreements that object to the validity of the Cure Amount as determined by the Debtor or otherwise assert that any other amounts, defaults, conditions or pecuniary losses must be cured or satisfied under any of the Additional Potentially Assigned Agreements in order for such contract or lease to be assumed and assigned, must file an objection (the "Assumption/Assignment Objection") that (a) is in writing, (b) sets forth the specific monetary amount the objector asserts to be due, and the specific types of the alleged defaults, pecuniary losses, accrued amounts and conditions to assignment and the support therefor, (c) is filed with the Clerk of the Bankruptcy Court and (d) is served on (i) proposed counsel to the Debtor, Sidley Austin LLP, 555 West Fifth Street, Los Angeles, CA 90013 (Attn.: Sam Newman (sam.newman@sidley.com), Julia Philips Roth (julia.roth@sidley.com), Charles Persons (cpersons@sidley.com), and Geoffrey Levin (glevin@sidley.com)); (ii) proposed co-counsel to the Debtor, Young Conaway Stargatt & Taylor, LLP, One Rodney Square, 1000 N. King Street, Wilmington, DE 19801 (Attn.: Sean M. Beach (sbeach@ycst.com) and Allison S. Mielke (amielke@ycst.com)); (iii) the Office of the United States Trustee for the District of Delaware, J. Caleb Boggs Federal Building, 844 King Street, Suite 2207, Wilmington, DE 19801 (Attn.: Timothy J. Fox, Jr., Esq. (Timothy.J.Fox@usdoj.gov)); and (iv) proposed counsel to the Official Committee of Unsecured Creditors, Womble Bond Dickinson (US) LLP, 1313 North Market Street, Suite 1200, Wilmington, Delaware, 19801 (Attn: Donald J. Detweiler (don.detweiler@wbd-us.com) and Todd A. Atkinson (todd.atkinson@wbd-us.com)) (collectively, the "Notice Parties") by no later than **4:00 p.m. (prevailing Eastern Time) on March 6, 2023** (the "Assumption/Assignment Objection Deadline").

6. Unless an Assumption/Assignment Objection is timely and properly filed and served before the Assumption/Assignment Objection Deadline, the non-Debtor party to an Additional Potentially Assigned Agreement shall (a) be forever barred from objecting to the Cure Amount and from asserting any additional cure or other amounts with respect to such Additional Potentially Assigned Agreement, and the Debtor and the Successful Bidder(s) shall be entitled to rely solely upon the Cure Amount; (b) be deemed to have consented to any assumption and assignment of such Additional Potentially Assigned Agreement; and (c) be forever barred and estopped from asserting or claiming against the Debtor or the Successful Bidder(s) that any additional amounts are due or other defaults exist, that conditions to assignment must be satisfied under such Additional Potentially Assigned Agreement or that there is any objection or defense to the assumption and assignment of such Additional Potentially Assigned Agreement. In addition, the proposed Cure Amount set forth in **Schedule A** hereto shall be binding upon the non-Debtor parties to the Additional Potentially Assigned Agreements for all purposes in this Chapter 11 Case and will constitute a final determination of the Cure Amounts required to be paid by the Debtor in

connection with any assumption and assignment of the Additional Potentially Assigned Agreements.

7. Where a non-Debtor counterparty to an Additional Potentially Assigned Agreement timely and properly files an objection asserting a cure amount higher or different than the proposed Cure Amount, (the “Disputed Cure Amount”), then (a) the cure amount shall be as agreed between the parties or (b) to the extent the parties are unable to consensually resolve the dispute, then such objection will be adjudicated at the next omnibus hearing date or at such other date and time as may be determined by the Debtor or fixed by the Court.

8. If you agree with the Cure Amount indicated on Schedule A, and otherwise do not object to the Debtor’s assignment of your lease or contract, you need not take any further action.

9. The Debtor’s decision to assume and assign the Additional Potentially Assigned Agreements is subject to Bankruptcy Court approval and consummation of the sale of the Assets.

Inclusion of any document on the list of Additional Potentially Assigned Agreements shall not constitute or be deemed to be a determination or admission by the Debtor or the Successful Bidder(s) that such document is, in fact, an executory contract or unexpired lease within the meaning of the Bankruptcy Code, and all rights with respect thereto are being expressly reserved.

Dated: February 20, 2023
Wilmington, Delaware

/s/ Allison S. Mielke

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Attorneys for Debtor, Tricida, Inc.

EXHIBIT A

Cure Schedule

COUNTERPARTY	ADDRESS	TITLE OF CONTRACT	CURE AMOUNT
Life Science Logistics, LLC	2600 Regent Boulevard, DFW Airport, TX 75261	Master Services Agreement, effective as of March 11, 2022	\$0
Medpace Research Inc. (Medpace Research Labs)	Keating Muething & Klekamp PLL Attn Joseph E. Lehnert One East Fourth Street Suite 1400 Cincinnati, OH 45202	Master Services Agreement, dated September 28, 2018, as supplemented by an Importer of Record Addendum to the Master Services Agreement, dated Sept. 15, 2019	\$884,630.18
Medpace Reference Laboratories (MRL)		Medpace Task Order No. 1	
Medpace Bioanalytical Labs		Medpace Task Order No. 2	
		Medpace Task Order No. 3 Extended Sample Storage Contract	
MPI Research, Inc., a Charles River Company	54943 N. Main Street Mattawan, MI 49071	Storage Agreement	\$3,576.34
Pharmaron UK Limited	Innovation Park, West CL, Hertford Rd., Hoddesdon EN11 9FH, UK	Storage Agreement	\$9,190.00