

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE

In re:

TRICIDA, INC.,¹

Debtor.

Chapter 11

Case No. 23-10024 (JTD)

Hearing Date: February 27, 2023 at 10:00 a.m.
(ET)

Obj. Deadline: February 17, 2023 at 4:00 p.m.
(ET)

**DEBTOR'S MOTION FOR ENTRY OF ORDER (I) APPROVING DISCLOSURE
STATEMENT AND FORM AND MANNER OF NOTICE OF DISCLOSURE
STATEMENT HEARING, (II) ESTABLISHING SOLICITATION, VOTING, AND
RELATED PROCEDURES, (III) SCHEDULING CONFIRMATION HEARING,
(IV) ESTABLISHING NOTICE AND OBJECTION PROCEDURES FOR
CONFIRMATION OF PLAN, AND (V) GRANTING RELATED RELIEF**

Tricida, Inc., as the debtor in possession in the above-captioned chapter 11 case (the "Debtor"), respectfully represents as follows in support of this motion (the "Motion"): ²

RELIEF REQUESTED

1. By this Motion, pursuant to sections 105, 502, 1125, 1126, and 1128 of chapter 11 of title 11 of the United States Code (the "Bankruptcy Code"), rules 2002, 3016, 3017, 3018, 3020, and 9006 of the Federal Rules of Bankruptcy Procedure (the "Bankruptcy Rules"), and rules 2002-1, 3017-1, and 9006-1 of the Local Rules of Bankruptcy Practice and Procedure of the United States Bankruptcy Court for the District of Delaware (the "Local Rules"), the Debtor requests entry of an order:

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.

² Capitalized terms used but not otherwise defined herein have the meanings given to those terms in the Plan (as defined below).



- i. approving the form and manner of notice and hearing to consider the *Disclosure Statement for Chapter 11 Plan of Liquidation for Tricida, Inc.* [D.I. ●] (as amended, modified, or supplemented, the “Disclosure Statement”);
- ii. approving the Disclosure Statement as containing adequate information pursuant to section 1125 of the Bankruptcy Code;
- iii. scheduling a hearing (the “Confirmation Hearing”) to consider confirmation of the Plan;
- iv. approving objection procedures with respect to the confirmation of the Plan, and the form and manner of the Confirmation Hearing Notice and Notice of Non-Voting Status (each as defined herein);
- v. approving the Solicitation Procedures, Voting Procedures, and Tabulation Procedures (each as defined herein and attached hereto as **Exhibit B**) for the Plan; and
- vi. approving related dates, deadlines, and procedures.

2. A proposed form of order granting the relief requested herein is attached hereto as

Exhibit A (the “Disclosure Statement Order”).

3. By the Disclosure Statement Order, the Debtor seeks approval of the following key

dates related to the Disclosure Statement and Plan:

Milestone	Proposed Date
Voting Record Date	February 27, 2023
Solicitation Date	No later than three Business Days after entry of the Disclosure Statement Order (anticipated to be March 2, 2023)
Deadline to file Claim Objection or Request to Estimate Claim for Voting	March 16, 2023 (or 14 days prior to the Voting Deadline)
Plan Supplement Filing Deadline	March 23, 2023
Voting Deadline	March 30, 2023 at 4:00 p.m. (ET)
Confirmation Objection Deadline	March 30, 2023 at 4:00 p.m. (ET)

Deadline to File (a) Reply to Confirmation Objection(s), (b) Brief in Support of Plan Confirmation, (c) Declarations in Support of Confirmation, (d) Proposed Confirmation Order and (e) Voting Declaration	April 4, 2023 at 12:00 p.m. (ET)
Confirmation Hearing (subject to the Court's calendar)	April 6, 2023 at 10:00 a.m. (ET)

4. For reference, below is a list of the various exhibits and documents cited throughout this Motion:

Document	Exhibit
Disclosure Statement Order	Exhibit A to this Motion
Disclosure Statement Hearing Notice	Exhibit 1 to the Disclosure Statement Order
Form of Confirmation Hearing Notice	Exhibit 2 to the Disclosure Statement Order
Form of Class 3 Beneficial Holders Ballot	Exhibit 3-A to the Disclosure Statement Order
Form of Class 3 Master Ballot	Exhibit 3-B to the Disclosure Statement Order
Form of Class 4 Ballot	Exhibit 3-C to the Disclosure Statement Order
Form of Class 5 Ballot	Exhibit 3-D to the Disclosure Statement Order
Form of Class 6 Ballot	Exhibit 3-E to the Disclosure Statement Order
Form of Notice of Non-Voting Status for Unimpaired Classes	Exhibit 4-A to the Disclosure Statement Order
Form of Notice of Non-Voting Status for Impaired Classes	Exhibit 4-B to the Disclosure Statement Order
Class 8 Opt-Out Form: Beneficial Holders	Exhibit 5-A to the Disclosure Statement Order
Class 8 Opt-Out Form: Master Form	Exhibit 5-B to the Disclosure Statement Order
Class 8 Opt-Out Form: Registered Holders	Exhibit 5-C to the Disclosure Statement Order

Solicitation Package Cover Letter

Exhibit 6 to the Disclosure Statement Order

BACKGROUND

5. On January 11, 2023 (the “Petition Date”), the Debtor commenced with this Court a voluntary case under the Bankruptcy Code (the “Chapter 11 Case”). The Debtor is authorized to continue to operate its businesses and manage its properties as debtor in possession pursuant to sections 1107(a) and 1108 of the Bankruptcy Code. No trustee or examiner has been appointed in this Chapter 11 Case.

6. Additional information regarding the Debtor’s business and capital structure and the circumstances leading to the commencement of this Chapter 11 Case is set forth in the *Declaration of Lawrence Perkins in Support of Chapter 11 Petition and First Day Pleadings* [D.I. 2] (the “First Day Declaration”), filed on January 11, 2023, which is incorporated herein by reference.

JURISDICTION

7. The Court has jurisdiction to consider this matter pursuant to 28 U.S.C. §§ 157 and 1334, and the *Amended Standing Order of Reference* from the United States District Court for the District of Delaware, dated February 29, 2012. This is a core proceeding pursuant to 28 U.S.C. § 157(b).

8. Pursuant to Local Rule 9013-1(f), the Debtor consents to the entry of a final order by the Court in connection with this Motion to the extent that it is later determined that the Court, absent consent of the parties, cannot enter final orders or judgments consistent with Article III of the United States Constitution. Venue is proper before the Court pursuant to 28 U.S.C. §§ 1408 and 1409.

THE PLAN

9. As set forth in greater detail in the First Day Declaration, following extensive arms'-length negotiations, the Debtor entered into the RSA with the Consenting Noteholders. The RSA requires, among other things, the Consenting Noteholders to vote in favor of the Plan provided, among other things, that Tricida meets certain milestones set forth in the RSA term sheet. In addition, the RSA establishes a means for the implementation of the liquidating plan through the creation of a liquidating trust. Moreover, the RSA sets up a general framework for the treatment of claims against and interests in the Debtor.

10. Concurrently with this Motion, the Debtor filed the *Chapter 11 Plan of Liquidation for Tricida, Inc.* (as may be amended, modified, or supplemented in accordance with the terms therein, the "Plan"). The Plan provides for the following classification and treatment of Claims and Interests:

CLASS	CLAIM OR INTEREST	STATUS/ ENTITLED TO VOTE	ESTIMATED ALLOWED CLAIMS	ESTIMATED RECOVERY (%)
Class 1	Other Secured Claims	Unimpaired Deemed to Accept the Plan. Not Entitled to Vote.	\$0	100%
Class 2	Other Priority Claims	Unimpaired Deemed to Accept the Plan. Not Entitled to Vote.	\$50,000	100%

Class 3 Noteholder Claims	Noteholder Claims	Impaired Entitled to Vote.	\$201,063,000	8%
Class 4	Patheon Rejection Claim	Impaired Entitled to Vote.	\$149,512,400	8%
Class 5	General Unsecured Claim	Impaired Entitled to Vote.	\$14,738,000	8%
Class 6	<i>De Minimus</i> Unsecured Claims	Impaired Entitled to Vote.	\$60,000	50%
Class 7	Section 510(b) Claims	Impaired Deemed to Reject the Plan. Not Entitled to Vote.	\$0	N/A
Class 8	Debtor's Interests	Impaired Deemed to Reject the Plan. Not Entitled to Vote.	\$0	N/A

11. As set forth above, Holders of Claims in Classes 3, 4, 5 and 6 (the “Voting Classes”) are the only Holders of Claims or Interests entitled to vote on the Plan. All other Holders of Claims or Interests are not entitled to vote on the Plan because those Holders either (a) have a Claim that is not classified under the Plan, (b) have a Claim that is unimpaired under the Plan and are

conclusively presumed to accept the Plan under section 1126(f) of the Bankruptcy Code, or (c) have an Interest that is impaired under the Plan, are not receiving a distribution, and are deemed to reject the Plan under section 1126(g) of the Bankruptcy Code. To the extent a proof of claim is filed that is based solely on a Holder's equity Interests or the losses thereto, such Holder will be classified as a Class 8 claimant and such Claim will be treated in accordance with Class 8 and not entitled to vote on the Plan.

BASIS FOR RELIEF REQUESTED

I. Approval of Manner of Notice of Disclosure Statement Hearing

12. Bankruptcy Rule 3017(a) provides, in pertinent part:

[A]fter a disclosure statement is filed in accordance with Rule 3016(b), the court shall hold a hearing on at least 28 days' notice to the debtor, creditors, equity security holders and other parties in interest as provided in Rule 2002 to consider the disclosure statement and any objections or modifications thereto. The plan and the disclosure statement shall be mailed with the notice of the hearing only to the debtor, any trustee or committee appointed under the Code, the Securities and Exchange Commission, and any party in interest who requests in writing a copy of the statement or plan.

Fed. R. Bankr. P. 3017(a). In addition, Local Rule 3017-1(a) provides that a hearing date on a disclosure statement will be at least thirty-five days after service thereof and the objection deadline at least twenty-eight days after service thereof. *See* Del. Bankr. L.R. 3017-1(a). Similarly, Bankruptcy Rule 2002(b) requires that not less than twenty-eight days' notice be given to all creditors by mail of "the time fixed for ... filing objections and the hearing to consider approval of a disclosure statement. . . ." Fed. R. Bankr. P. 2002(b).

13. In accordance with Bankruptcy Rule 3017(a) and Local Rule 3017-1(a), the Court, at the Debtor's request, has scheduled the hearing to consider the adequacy of the Disclosure Statement for February 27, 2023 at 10:00 a.m. (prevailing Eastern Time) (the "Disclosure

Statement Hearing”). The Debtor will file and serve a notice of the Disclosure Statement Hearing, a copy of which is attached to the Disclosure Statement Order as **Exhibit 1** (the “Disclosure Statement Hearing Notice”) at least thirty-five days prior to the Disclosure Statement Hearing. In order for all parties in interest to receive adequate notice of the Disclosure Statement Hearing and the deadline to object thereto (the “Disclosure Statement Objection Deadline”), the Debtor will serve the Disclosure Statement Hearing Notice the same day on all parties identified on the Debtor’s creditor matrix [D.I. 16] and the Notice Parties (as defined below).

14. The Debtor submits that the notice and objection procedures described herein and in the Disclosure Statement Hearing Notice provide adequate notice of the Disclosure Statement Hearing and the Disclosure Statement Objection Deadline. With an objection deadline of February 17, 2023, parties in interest will have twenty-eight days’ notice of the Disclosure Statement Objection Deadline. *See* Fed. R. Bankr. P. 2002(b), 3017(a); Del. Bankr. L.R. 30171(a). In addition, parties in interest will have at least thirty-five days’ notice of the Disclosure Statement Hearing. *See* Fed. R. Bankr. P. 2002(b), 3017(a) (each requiring only twenty-eight days’ notice of disclosure statement hearing); Del. Bankr. L.R. 3017-1(a) (requiring thirty-five days’ notice).

15. Accordingly, the Debtor requests that the Court deem the notice provided of the Disclosure Statement Hearing and Disclosure Statement Objection Deadline as having been adequate pursuant to Bankruptcy Rule 3017 and Local Rule 3017-1.

II. The Disclosure Statement Should be Approved as Containing Adequate Information

16. Pursuant to section 1125(b) of the Bankruptcy Code, a plan proponent must provide holders of impaired claims and equity interests with “adequate information” regarding a proposed chapter 11 plan of reorganization. Section 1125(a)(1) of the Bankruptcy Code defines “adequate information” as:

information of a kind, and in sufficient detail, as far as is reasonably practicable in light of the nature and history of the debtor and the condition of the debtor's books and records, including a discussion of the potential material Federal tax consequences of the plan to the debtor, any successor to the debtor, and a hypothetical investor typical of the holders of claims or interests in the case, that would enable such a hypothetical investor of the relevant class to make an informed judgment about the plan.

11 U.S.C. § 1125(a)(1). Thus, a debtor's disclosure statement must, as a whole, provide information that is sufficiently detailed, so far as "reasonably practicable," to permit an "informed judgment" by impaired creditors entitled to vote on the plan. *See In re Ryan Operations G.P. v. Santiam-Midwest Lumber Co.*, 81 F.3d 355, 362 (3d Cir. 1996); *In re Autobacs Strauss, Inc.*, 473 B.R. 525, 584 (Bankr. D. Del. 2012). At a minimum, a disclosure statement "must clearly and succinctly inform the average unsecured creditor what it is going to get, when it is going to get it, and what contingencies there are to getting its distribution." *In re Ferretti*, 128 B.R. 16, 19 (Bankr. D.N.H. 1991).

17. The Disclosure Statement contains the necessary information for Holders of Claims entitled to vote to make an informed decision about whether to vote to accept or reject the Plan including, among other things:

- (a) the Plan, including a summary, the procedures for voting on the Plan and projected recoveries thereunder (Section I);
- (b) the statutory requirements for confirming the Plan (Section I.F.);
- (c) the Debtor's organizational structure, business operations and financial obligations (Section II);
- (d) the events leading to the filing of the Debtor's Chapter 11 Case (Section II.D);
- (e) the major events during this Chapter 11 Case, including significant pleadings filed in the Debtor's Chapter 11 Case and certain relief granted by the Court (Section III);

- (f) the classification and treatment of Claims and Interests under the Plan, including identification of the Holders of Claims entitled to vote on the Plan (Section IV);
- (g) the means for implementation of the Plan, the provisions governing distributions to certain Holders of Claims pursuant to the Plan, the procedures for resolving Disputed Claims and other significant aspects of the Plan (Sections V, VII and VIII);
- (h) certain risk factors that Holders of Claims should consider before voting to accept or reject the Plan (Section XIII); and
- (i) certain United States federal income tax consequences of the Plan (Section XIV).

18. Here, the Court should approve the Disclosure Statement as containing adequate information because the Disclosure Statement clearly, comprehensively, and succinctly describes, among other matters, the Debtor's business, the major aspects of this Chapter 11 Case, and the distributions under the Plan, thereby allowing Holders of Claims in the Voting Classes to make an informed decision about whether to vote to accept the Plan. Accordingly, the Disclosure Statement should be approved as containing "adequate information" under section 1125 of the Bankruptcy Code.

III. The Disclosure Statement Satisfies Bankruptcy Rule 3016

19. Pursuant to Bankruptcy Rule 3016(c), "[i]f a plan provides for an injunction against conduct not otherwise enjoined under the Code, the plan and disclosure statement shall describe in specific and conspicuous language (bold, italic, or underlined text) all acts to be enjoined and identify the entities that would be subject to the injunction." Fed. R. Bankr. P. 3016(c).

20. Section X of the Disclosure Statement describes in detail (a) the terms of the exculpation provision under the Plan, (b) the releases provided under the Plan, the entities providing such releases, the entities being released, and the Claims and Causes of Action so released, and (c) the injunction related to the release and exculpation provisions in the Plan. Each

of the foregoing sections is set forth in conspicuous, bold print. Further, the Confirmation Hearing Notice, each of the Ballots, and the Notice of Non-Voting Status (each as defined herein) each set forth in clear and conspicuous language the injunctions, releases, and exculpations set forth in Article IX of the Plan.

21. Accordingly, the Debtor respectfully submits that the Disclosure Statement complies with Bankruptcy Rule 3016(c).

IV. The Court Should Set the Confirmation Hearing Date and Related Deadlines and Approve the Forms of Notice Thereof

22. Pursuant to Bankruptcy Rule 3020(b)(2), a court shall rule on confirmation of a plan after notice and a hearing. *See* Fed. R. Bankr. P. 3020(b)(2). In accordance with that rule, the Debtor therefore respectfully request that this Court enter an order setting **April 6, 2023** (or as soon as possible thereafter, as the Court’s schedule permits) as the hearing date to consider confirmation of the Plan (the “Confirmation Hearing”).

23. Pursuant to Bankruptcy Rule 3020(b)(1), objections to confirmation of a plan must be filed and served “within a time fixed by the court.” Pursuant to this Bankruptcy Rule, the Debtor requests this Court establish, through entry of the Disclosure Statement Order, **March 30, 2023 at 4:00 p.m. (prevailing Eastern Time)**, which is twenty-eight days after the Debtor expects to complete mailing of the Solicitation Packages (as defined below), as the deadline (the “Confirmation Objection Deadline”) for filing objections to confirmation of the Plan (“Confirmation Objections”).

24. The Debtor requests that the Disclosure Statement Order require that Confirmation Objections, if any, must (a) be in writing, (b) comply with the Bankruptcy Rules and the Local Rules, (c) set forth the name of the objector and the nature and amount of any claim or interest asserted by the objector against or in the Debtor, (d) state with particularity the legal and factual

bases for the objection and the specific grounds therefor, (e) be filed with the Court, contemporaneously with a proof of service, by no later than the Confirmation Objection Deadline, and (f) be served in accordance with the Local Rules on the Debtor, the U.S. Trustee, counsel to the Debtor, and counsel to any committee appointed in the Chapter 11 Case..

25. In addition, pursuant to Bankruptcy Rule 9007, the Debtor requests that the Court approve the form of notice of the Confirmation Hearing, substantially in the form attached to the Disclosure Statement Order as **Exhibit 2** (the “Confirmation Hearing Notice”). *See* Fed. R. Bankr. P. 9007. The Confirmation Hearing Notice contains, among other things, the date and time of the Confirmation Hearing and the Confirmation Objection Deadline, and will be mailed to all parties in interest, including the Notice Parties (as defined below). In accordance with Bankruptcy Rule 2002(b), the Confirmation Hearing Notice will provide parties in interest with at least twenty-eight days’ notice of the Confirmation Objection Deadline and the date of the Confirmation Hearing.

26. Pursuant to section 1126(g) of the Bankruptcy Code, Section 510(b) Claims in Class 7 and Interests in Class 8 are deemed to reject the Plan. In addition to the Confirmation Hearing Notice, the Debtor proposes to serve Holders of Claims or Interests in Classes 3, 4, 5 and 6 with the Plan and Disclosure Statement no later than the Solicitation Date (as defined below).

27. Bankruptcy Rule 3017(d) permits a court to order that a chapter 11 plan and disclosure statement need not be mailed to unimpaired classes. In lieu thereof, a bankruptcy court may order that “notice that the class is designated in the plan as unimpaired and notice of the name and address of the person from whom the plan or summary of the plan and disclosure statement may be obtained upon request and at the plan proponent’s expense, [and] notice of the time fixed for filing objections to and the hearing on confirmation” be mailed to such classes. Fed. R. Bankr.

P. 3017(d). Pursuant to section 1126(f) of the Bankruptcy Code, Claims in Class 1 (Other Secured Claims) and Class 2 (Other Priority Claims) are Unimpaired and conclusively presumed to accept the Plan. Along with the Confirmation Hearing Notice, the Debtor proposes to distribute to Holders of Claims in these classes a notice of non-voting status, substantially in the forms attached to the Disclosure Statement Order as **Exhibits 4-A and 4-B** (the “Notice of Non-Voting Status”). The Notice of Non-Voting Status provides notice of (i) the approval of the Disclosure Statement and entry of the Disclosure Statement Order, (ii) the Confirmation Hearing and Plan, (iii) the Holder’s nonvoting status under the Plan, (iv) how to obtain copies of the Plan and Disclosure Statement, (v) the release provisions set forth in Article IX of the Plan, and (vi) the deadline and procedure for filing objections to the Plan. The Debtor submits that the Notice of Non-Voting Status satisfies the requirements of Bankruptcy Rule 3017(d). Finally, the Debtor proposed to distribute to the Holders of Interests in Class 8 the Opt-Out Forms attached to the Disclosure Statement Order as **Exhibits 5-A, 5-B, and 5-C** (the “Opt-Out Forms”).

28. Further, to supplement notice of the Confirmation Hearing by mail, the Debtor will publish the Confirmation Hearing Notice (with such changes as may be appropriate for purposes of publication, the “Publication Notice”) at least twenty-one (21) days prior to the Confirmation Objection Deadline or as soon as reasonably practicable thereafter, once in the (a) the *San Jose Mercury News* and (b) the national edition of *The New York Times* or another publication with similar national circulation. Bankruptcy Rule 2002(l) permits the Court to “order notice by publication if it finds that notice by mail is impracticable or that it is desirable to supplement notice.” The Debtor submits that publication of the Publication Notice will provide sufficient notice of the Confirmation Objection Deadline, the Confirmation Hearing, and other relevant

deadlines to parties in interest who may not otherwise receive the Confirmation Hearing Notice by mail.

29. The Debtor submits that the foregoing service and notice comports with the requirements of the Bankruptcy Rules and the Local Rules, and request that the Court approve such service and notice as adequate.

30. Finally, the Debtor further requests that it and other parties in interest be permitted to file memoranda of law and any affidavits or declarations in support of confirmation of the Plan and, if necessary, file replies to any objections by April 4, 2023 at 12:00 p.m. (prevailing Eastern Time) (or 12:00 p.m. two Business Days prior to the date of any adjourned Confirmation Hearing). In addition, the Debtor requests that it be permitted to file the Voting Declaration (as defined below) and proposed Confirmation Order by such deadline.

V. The Court Should Approve the Voting Procedures

31. The Debtor respectfully requests that the Court approve (a) the voting record date (the “Voting Record Date”), (b) the voting deadline (the “Voting Deadline”), (c) the deadlines for any motion brought pursuant to Bankruptcy Rule 3018(a), (d) the Debtor’s transmittal of the Solicitation Packages to the Voting Classes, and (e) the Ballots (collectively, the “Voting Procedures”).

(a) Voting Record Date

32. Bankruptcy Rule 3018(a) provides that a creditor cannot vote on a plan unless it is a holder of record of a claim on the date that the disclosure statement is approved, or such other date that is fixed by the Court. *See* Fed. R. Bankr. P. 3018(a). Consistent with Bankruptcy Rule 3018(a), the Debtor requests that the Voting Record Date be set as **February 27, 2023**, which is the date of the Disclosure Statement Hearing.

33. With respect to any transferred Claim in the Voting Classes, the transferee will be entitled to receive a Solicitation Package and cast a Ballot on account of the transferred Claim only if all actions necessary to effect the transfer of the Claim pursuant to Bankruptcy Rule 3001(e), if any, have been completed on or before the Voting Record Date. In the event a Claim is transferred after the transferor has completed a Ballot, the transferee of such Claim shall be bound by any vote made on the Ballot by the transferor (collectively, the “Transfer Procedures”). The Transfer Procedures set forth in this paragraph shall apply fully to any transferred Claim and the transferee thereof to the extent such transferee desires to take any other actions set forth in this Motion, which actions are similarly limited to the Holders of certain Claims as of the Voting Record Date.

(b) Voting Deadline

34. Bankruptcy Rule 3017(c) provides that “[o]n or before approval of the disclosure statement, the court shall fix a time within which the holders of claims and interests may accept or reject the plan.” Fed. R. Bankr. 3017(c). The Debtor requests that the Court set the Voting Deadline as **March 30, 2023 at 4:00 p.m. (prevailing Eastern Time)**, which is at least twenty-eight days after the date that the Debtor will serve the Solicitation Packages on Holders of Claims in the Voting Classes. Subject to the Tabulation Procedures (as defined below), any Ballot received after the Voting Deadline may not be counted. The Voting Deadline provides the Voting Classes with sufficient time within which the Voting Classes can analyze the Plan and Disclosure Statement, consult with legal and financial advisors, and return the Ballot, while maintaining the efficient pace of this Chapter 11 Case. Accordingly, the Debtor requests that the Court approve the Voting Deadline.

(c) Solicitation of Voting Classes

35. Bankruptcy Rule 3017(d) lists the materials that must be provided to holders of claims and interests for the purpose of soliciting votes on a chapter 11 plan and providing adequate notice of the hearing to consider confirmation thereof. Specifically, Bankruptcy Rule 3017(d) provides, in relevant part, that:

[u]pon approval of a disclosure statement, — except to the extent that the court orders otherwise with respect to one or more unimpaired classes of creditors or equity security holders — the debtor in possession, trustee, proponent of the plan, or clerk as the court orders shall mail to all creditors and equity security holders, and in a chapter 11 reorganization case shall transmit to the United States trustee:

- (1) the plan or a court-approved summary of the plan;
- (2) the disclosure statement approved by the court;
- (3) notice of the time within which acceptances and rejections of the plan may be filed; and
- (4) any other information as the court may direct, including any court opinion approving the disclosure statement or a court-approved summary of the opinion.

Fed. R. Bankr. P. 3017(d).

36. Consistent with Bankruptcy Rule 3017(d), by no later than three Business Days following the entry of the Disclosure Statement Order (the “Solicitation Date”) (anticipated to be March 2, 2023), the Debtor intends to mail or cause to be mailed a solicitation package containing:

- (a) a cover letter describing (1) the contents of the Solicitation Package (defined below),
- (2) information about how to obtain access, free of charge, to the Plan, the Disclosure Statement and the Disclosure Statement Order, together with the exhibits thereto, on the Case Management Website (defined below), and (3) information about how to obtain, free of charge, paper copies of any of the documents included in the Solicitation Package;
- (b) the Confirmation Hearing Notice;

(c) an appropriate Ballot; (d) a pre-addressed stamped return envelope;³ (e) such other materials as the Court directs (the “Solicitation Package”), by regular U.S. mail on Holders of Claims in the Voting Classes as of the Voting Record Date. All other parties in interest, including Holders of Claims and Interests not entitled to vote on the Plan, will receive a copy of the Confirmation Hearing Notice. The Debtor also shall serve, no later than the Solicitation Date, (a) Holders of Claims in Classes 1 and 2 with a copy of the Notice of Non-Voting Status and (b) Holders of Claims or Interests in Classes 7 and 8 with the Notice of Non-Voting Status. No other interested parties shall receive copies of the Plan, Disclosure Statement or the other materials contained in the Solicitation Packages unless such documents are requested in accordance with the procedures set forth in the Confirmation Hearing Notice. The Plan and Disclosure Statement will be available at no charge on the Debtor’s case management website at <http://www.kcellc.net/tricida> (the “Case Management Website”).

37. The Debtor will not mail Solicitation Packages to creditors on account of Claims that have already been paid in full; *provided, however*, that if any such creditor would be entitled to receive a Solicitation Package for any other reason, then the Debtor will send that creditor a Solicitation Package in accordance with the procedures set forth herein.

38. With respect to the holders (the “Noteholders”) of Claims related to the 3.50% convertible senior notes due 2027 (the “Convertible Notes”), the Voting Agent will submit the Solicitation Packages to all Noteholders in a manner customary in the securities industry so as to maximize the likelihood that beneficial owners of the Convertible Notes receive the materials in a timely fashion. Specifically, the Voting Agent shall transmit Solicitation Packages for the

³ Service of the Solicitation Package to beneficial Noteholders of the Convertible Notes by their Nominees may be performed electronically, or otherwise in their customary practice, in which case they may not contain pre-addressed stamped return envelopes.

beneficial holders of the Convertible Notes to all banks, brokers, and other nominees (each, a “Nominee”) identified by the Voting Agent as an entity through which the Noteholders held their Convertible Notes as of the Voting Record Date. Each Nominee will be instructed to distribute the Solicitation Packages to the Noteholders for whom the Nominee held such Convertible Notes. In addition to Solicitation Packages, the Voting Agent shall transmit to Nominees both: (a) beneficial holder ballots, as appropriate, substantially in the form attached as Exhibit 3-A to the Solicitation Procedures Order (the “Beneficial Holder Ballots”) and (b) a master ballot, as appropriate, substantially in the form attached as Exhibit 3-B to the Solicitation Procedures Order (the “Master Ballots”) and together with the Beneficial Holder Ballots, the “Noteholder Ballots”). The Beneficial Holder Ballots will instruct each Noteholder voting on the Plan through a Nominee to: (i) return the Beneficial Holder Ballot to the appropriate Nominee in sufficient time for such Nominee to cast votes to accept or reject the Plan on behalf of the Noteholders, or (ii) if the Nominee has elected to “prevalidate” Beneficial Holder Ballots, to return the prevalidated Beneficial Holder Ballot to the Voting Agent by the Voting Deadline. For the avoidance of doubt, Nominees may use their customary procedures to distribute and solicit votes from their underlying Beneficial Holders (including, but not limited to, electronic methods and the use of a “voting instruction form” in lieu of a Ballot).

39. The Debtor anticipates that the United States Postal Service may return some Disclosure Statement Hearing Notices, Solicitation Packages, Confirmation Hearing Notices, and/or Notices of Non-Voting Status as undeliverable. The Debtor submits that it is costly and wasteful to re-mail those packages to the same addresses from which mail previously was returned as undeliverable. Therefore, the Debtor requests a waiver of any requirement to mail Disclosure Statement Hearing Notices, Solicitation Packages, Confirmation Hearing Notices, and/or Notices

of Non-Voting Status to addresses from which the Debtor received mailings returned as undeliverable, unless the Debtor is provided with a new mailing address sufficiently before the Voting Deadline.

(d) Ballots

40. Bankruptcy Rule 3017(d) requires the Debtor to mail a form of ballot which substantially conforms to Official Bankruptcy Form No. B 314, to “creditors and equity security holders entitled to vote on the plan.” Fed. R. Bankr. P. 3017(d). The Debtor proposes to distribute to each Holder of a Claim in the Voting Classes a ballot substantially in the form attached to the Disclosure Statement Order as Exhibit 3-A, 3-B, 3-C, 3-D, and 3-E (collectively, the “Ballots”). The Ballots are based on Official Form No. B 314 but have been modified to address the particular aspects of the Debtor’s Chapter 11 Case. The Ballots (a) provide Holders of Claims in each Voting Class with clear instructions on how to complete and return each Ballot, (b) prominently feature the Voting Deadline, (c) clearly and unequivocally state that Ballots received after the Voting Deadline may not be counted, and (d) disclose, in clear and conspicuous language, the Plan’s releases and injunction. The Debtor respectfully requests that the Court approve the Ballots.

41. In addition to accepting hard-copy Ballots via first-class mail, overnight courier, and hand delivery, the Debtor seeks authorization to permit Kurtzman Carson Consultants LLC (“KCC”) to accept (i) Ballots via electronic online transmission through a customized online portal on the Case Management Website (the “E-Ballot”) and (ii) Master Ballots submitted by Nominees via email to TricidaBallots@kccllc.com. The encrypted data and audit trail created by such electronic submission shall become part of the record of any Ballot (or other document) submitted in this manner, and the creditor’s electronic signature will be deemed to be an original signature immediately legally valid and effective (the procedures in this paragraph, the “E-Ballot”).

Procedures”). Beneficial Holders will receive instructions for voting from the applicable Nominee and each Beneficial Holder voting on the Plan through a Nominee can (i) return their Beneficial Holder Ballot with a vote to the appropriate Nominee in sufficient time for such Nominee to timely cast a Master Ballot including the votes to accept or reject the Plan on behalf of the Beneficial Holder(s), or (ii) if the Nominee has elected to “prevalidate” Beneficial Holder Ballots, to return the prevalidated Beneficial Holder Ballots to the Voting Agent by the Voting Deadline. The Voting Agent will then tabulate each such Master Ballot received.

VI. The Court Should Approve the Tabulation Procedures

42. The Debtor proposes to employ the following rules in tabulating votes to accept or reject the Plan (collectively, the “Tabulation Procedures” and, together with the Voting Procedures, the “Solicitation Procedures”) and respectfully request that the Tabulation Procedures be approved:

- (a) Unless otherwise provided in these Tabulation Procedures, a Claim will be deemed temporarily allowed for voting purposes only in an amount equal to: (i) if no Proof of Claim has been timely filed in respect of such Claim, the liquidated, non-contingent, undisputed amount of such Claim as set forth in the Debtor’s schedules of assets and liabilities (collectively, as may be amended from time to time, the “Schedules”), (ii) if a Proof of Claim has been timely filed in respect of such Claim, the liquidated and non-contingent amount set forth in such proof of Claim, or (iii) as otherwise set forth in the Plan; and
- (b) If a Claim is deemed Allowed, pursuant to the Plan or by order of this Court (entered prior to the Voting Deadline), that Claim shall be Allowed for voting purposes in the deemed Allowed amount set forth in the Plan or any such order.
- (c) If the Debtor, or any other party in interest, file and serve an objection to, or request for estimation of, a Claim at least fourteen days before the Voting Deadline, that Claim is temporarily disallowed for voting purposes, except as may be ordered by the Court; *provided, however*, that if the objection seeks only to reduce the Allowed amount of the Claim, then that Claim is temporarily Allowed for voting purposes in the proposed reduced amount, except as may be ordered by the Court.

- (d) If a Claim for which a Proof of Claim has been timely filed asserts both liquidated and unknown, unliquidated, undetermined and/or contingent amounts, that Claim will be temporarily allowed for voting purposes, and not for purposes of allowance or distribution, in the liquidated amount.
- (e) If a Claim for which a Proof of Claim has been timely filed asserts wholly unknown, unliquidated, undetermined and/or contingent amounts, that Claim will be temporarily allowed for voting purposes only, and not for purposes of allowance or distribution, and accorded one vote and valued at an amount equal to one dollar (\$1.00).
- (f) If a Holder of a Claim identifies a Claim amount in its Ballot that is different than the amount otherwise calculated in accordance with the Tabulation Procedures, the Claim will be temporarily allowed for voting purposes in the amount calculated in accordance with the Tabulation Procedures.
- (g) Creditors with Claims that have been indefeasibly paid, in full or in part, shall only be permitted to vote the unpaid amount of that Claim, if any, to accept or reject the Plan.
- (h) Duplicate Claims within the Voting Classes will be deemed temporarily allowed for voting purposes only in an amount equal to one of those Claims and not in an amount equal to the aggregate of those Claims.
- (i) If a Claim has been estimated for voting purposes or otherwise allowed for voting purposes by order of the Court, that Claim is temporarily Allowed for voting purposes in the amount so estimated or Allowed in such order.
- (j) Creditors will not be entitled to vote Claims to the extent their Claims have been superseded and/or amended by other Claims filed by or on behalf of such creditors, regardless of whether the Debtor has objected to the earlier filed Claim.
- (k) Claims filed for \$0.00 or that are blank are not entitled to vote.
- (l) If a proof of claim is filed that is based solely on a Holder's equity Interests or the losses thereto, such Holder will be classified as a Class 8 claimant and such Claim will be treated in accordance with Class 8 and not entitled to vote.
- (m) For purposes of the numerosity requirement of section 1126(c) of the Bankruptcy Code, separate Claims held by a single creditor in one of the Voting Classes will be aggregated as if that creditor held one claim in such Voting Class, and the votes related to those Claims will be treated as a single vote to accept or reject the Plan.

- (n) Any Holder who has filed or purchased duplicate Claims within a Voting Class will be provided with only one Solicitation Package and one Ballot for voting a single Claim in such Class, regardless of whether the Debtor has objected to those duplicate Claims.
- (o) Delivery of a defective or Irregular Ballot (as defined below) will not be deemed to have been made until the defect or irregularity has been cured or waived by the Debtor. Any waiver by the Debtor of defects or irregularities in any Ballot will be detailed in the Voting Declaration filed with the Court by KCC.
- (p) The Holder must complete each section of the Ballot, including, without limitation, certifying the amount of its Claim, voting to accept or reject the Plan, completing the requested identification information, and signing and dating the Ballot.
- (q) The Holder must vote all of its Claims either to accept or reject the Plan. Accordingly, a Ballot that partially rejects and partially accepts the Plan will not be counted. To the extent possible, the Debtor will mail each Holder of a Claim in a Voting Class a single Ballot on account of the Claims held by the Holder in such Voting Class.
- (r) If multiple Ballots are received from the same Holder with respect to the same Claim prior to the Voting Deadline, the last properly executed Ballot timely received will be deemed to reflect that Holder's intent and will supersede and revoke any prior Ballot received. If a Holder simultaneously casts inconsistent Ballots, those Ballots will not be counted.
- (s) If the party executing the Ballot is signing as a trustee, executor, administrator, guardian, attorney-in-fact, officer of a corporation, or acting in a fiduciary or representative capacity, that party should indicate its capacity when signing and, if required or requested by KCC, the Debtor, or the Court, must submit evidence satisfactory to the requesting party to act on behalf of the Holder of the Claim.
- (t) Subject to any contrary order of the Court, the Debtor further reserves the right to waive any defects or irregularities or conditions of delivery as to any particular Ballot. Neither the Debtor, nor any other person or entity, will be under any duty to provide notification of defects or irregularities with respect to deliveries of Ballots nor will any of them incur any liabilities for failure to provide such notification. KCC, in its discretion, may contact entities entitled to vote to cure any defects in the Ballot; *provided, however*, that KCC is not obligated to do so.
- (u) In addition, the following Ballots may not be counted in determining the acceptance or rejection of the Plan:

- i. any Ballot that is illegible or contains insufficient information to permit the identification of the Holder;
 - ii. any Ballot that (A) does not indicate an acceptance or rejection of the Plan, (B) indicates both an acceptance and rejection of the Plan, and/or (C) partially accepts and partially rejects the Plan;
 - iii. any Ballot cast by a person who does not hold, or represent a person that holds, a Claim in a Voting Class as of the Voting Record Date;
 - iv. any Ballot received after the Voting Deadline unless the Debtor has granted an extension in writing (including e-mail) with respect to such Ballot. The Holder of a Claim may choose the method of delivery of its Ballot to KCC at its own risk. Delivery of the Ballot will be deemed made only when the original properly executed Ballot is actually received by KCC;
 - v. any Ballot delivered by facsimile transmission, electronic mail (unless a Master Ballot), or any other means not specifically approved herein, provided that Ballots submitted through the E-Ballot will be counted;
 - vi. any Ballot sent to a person other than KCC; and
 - vii. any Ballot not bearing an original signature; *provided, however*, for the avoidance of doubt, a Ballot submitted via KCC's E-Ballot shall be deemed to contain an original signature.
43. Tabulation of Master Ballots will ascribe to the following procedures:
- (a) Any Beneficial Holder holding a Claim as a record holder in its own name shall vote on the Plan by completing and signing a separate Beneficial Holder Ballot for the Convertible Notes held by such Beneficial Holder and transmit the Beneficial Holder Ballot(s) to the Nominee in sufficient time to enable the Nominee to include such vote on a timely submitted Master Ballot;
 - (a) any Beneficial Holder Ballot returned to a Nominee by a Beneficial Holder shall not be counted for purposes of accepting or rejecting the Plan until such Nominee properly completes and delivers to the Voting Agent a Master Ballot that reflects the vote of such Beneficial Holders on or before the Voting Deadline or otherwise validates the Beneficial Holder Ballot in a manner acceptable to the Voting Agent. Nominees shall retain all Beneficial Holder Ballots returned by Beneficial Holders for a period of one year after the Effective Date of the Plan;

- (b) if a Beneficial Holder holds Convertible Notes through more than one Nominee or through multiple accounts, such Beneficial Holder may receive more than one Beneficial Holder Ballot and each such Beneficial Holder should execute a separate Beneficial Holder Ballot for each Original Bond it holds through any Nominee and must return each such Beneficial Holder Ballot to the appropriate Nominee;
- (c) votes cast by Beneficial Holders through a Master Ballot submitted by a Nominee (or its agent) will be applied against the positions held by such Nominee in the securities as of the Voting Record Date, as evidenced by the record and depository listings. Votes submitted by a Nominee (or its agent) will not be counted in excess of the Record Amount of such securities held by such Nominee; provided that the Voting Agent may adjust such record amount to reflect the Claim amount;
- (d) if conflicting votes or “over-votes” are submitted by a Nominee, the Debtors will use reasonable efforts to reconcile discrepancies with the Nominee;
- (e) if over-votes on a Master Ballot are not reconciled prior to the preparation of the Voting Report, the Debtors shall apply the votes to accept and to reject the Plan in the same proportion as the votes to accept and to reject the Plan submitted on the Master Ballot that contained the over-vote, but only to the extent of the Nominee’s position, as of the Voting Record Date;
- (f) for the purposes of tabulating votes, each Beneficial Holder shall be deemed to have voted only the principal amount of its position (regardless of whether such holder includes interest in the amount counted on its Ballot);
- (g) a single Nominee may complete and deliver to the Voting Agent multiple Master Ballots. Votes reflected on multiple Master Ballots will be counted, except to the extent that they are duplicative of other Master Ballots. If two or more Master Ballots are inconsistent, the last-dated valid Master Ballot received prior to the Voting Deadline will, to the extent of such inconsistency, supersede and revoke any prior dated Master Ballot.

44. The Debtor will file with the Court a certification of votes (the “Voting Declaration”), which shall, among other things, set forth the voting results, certify to the Court in writing the voting amount and number of Claims in each Voting Class accepting or rejecting the Plan, and delineate every Ballot that does not conform to the voting instructions or that contains any form of irregularity including, but not limited to, those Ballots that are late or (in whole or in material part) illegible, unidentifiable, lacking signatures or other necessary information, received

via facsimile or electronic mail (unless a Master Ballot), or damaged (“Irregular Ballots”). The Voting Declaration shall indicate the Debtor’s intentions with regard to each Irregular Ballot. The Debtor submits that the proposed Tabulation Procedures set forth above will establish a fair and equitable voting process and, therefore, should be approved.

NOTICE

45. Notice of this Motion has been provided to: (a) the Office of the United States Trustee for the District of Delaware; (b) the holders of the 20 largest unsecured claims against the Debtor; (c) Davis Polk & Wardwell LLP and Greenberg Traurig, LLP counsel to (1) U.S. Bank, the indenture trustee to the 3.50% Convertible Senior Notes Due 2027 and (2) certain holders of 3.50% Convertible Senior Notes Due 2027; and (e) any party that has requested notice pursuant to Bankruptcy Rule 2002. The Debtor submits that, in light of the nature of the relief requested, no other or further notice need be given.

WHEREFORE the Debtor respectfully requests entry of the Disclosure Statement Order, substantially in the form attached hereto as **Exhibit A**, granting the relief requested herein and such other and further relief as the Court may deem just and appropriate.

Dated: January 18, 2023
Wilmington, Delaware

/s/ Sean M. Beach

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

In re:

TRICIDA, INC.,¹

Debtor.

Chapter 11

Case No. 23-10024 (JTD)

Hearing Date: February 27, 2023 at 10:00 a.m. (ET)

Objection Deadline: February 17, 2023 at 4:00 p.m. (ET)

NOTICE OF MOTION

PLEASE TAKE NOTICE that the above-captioned debtor and debtor in possession (the “Debtor”), have filed the *Debtor’s Motion for Entry of an Order (I) Approving Disclosure Statement and Form and Manner of Notice of Disclosure Statement Hearing, (II) Establishing Solicitation, Voting, and Related Procedures, (III) Scheduling Confirmation Hearing, (IV) Establishing Notice and Objection Procedures for Confirmation of Plan, and (V) Granting Related Relief* (the “Motion”) with the United States Bankruptcy Court for the District of Delaware (the “Court”).

PLEASE TAKE FURTHER NOTICE that any objections or responses to the relief requested in the Motion must be filed on or before **February 17, 2023 at 4:00 p.m. (ET)** (the “Objection Deadline”) with the United States Bankruptcy Court for the District of Delaware, 824 N. Market Street, 3rd Floor, Wilmington, Delaware 19801. At the same time, you must serve a copy of the objection or response upon the undersigned proposed counsel to the Debtors so as to be received on or before the Objection Deadline.

PLEASE TAKE FURTHER NOTICE THAT A HEARING TO CONSIDER THE MOTION WILL BE HELD ON FEBRUARY 27, 2023 AT 10:00 A.M. (ET) BEFORE THE HONORABLE JOHN T. DORSEY, IN THE UNITED STATES BANKRUPTCY COURT FOR THE DISTRICT OF DELAWARE, 824 N. MARKET STREET, 5TH FLOOR, COURTROOM NO. 5, WILMINGTON, DELAWARE 19801.

PLEASE TAKE FURTHER NOTICE THAT IF NO OBJECTIONS OR RESPONSES TO THE MOTION ARE TIMELY FILED, SERVED, AND RECEIVED IN ACCORDANCE WITH THIS NOTICE, THE COURT MAY GRANT THE RELIEF REQUESTED IN CONNECTION WITH SUCH MOTION WITHOUT FURTHER NOTICE OR HEARING.

[signature page follows]

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.

Dated: January 18, 2023
Wilmington, Delaware

/s/ Allison S. Mielke

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Proposed Counsel to the Debtor, Tricida, Inc.

EXHIBIT A

Disclosure Statement Order

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

In re:

TRICIDA, INC.,⁴

Debtor.

Chapter 11

Case No. 23-10024 (JTD)

Re: Docket No. _____

ORDER (I) APPROVING DISCLOSURE STATEMENT AND FORM AND MANNER OF NOTICE OF DISCLOSURE STATEMENT HEARING, (II) ESTABLISHING SOLICITATION, VOTING, AND RELATED PROCEDURES, (III) SCHEDULING CONFIRMATION HEARING, (IV) ESTABLISHING NOTICE AND OBJECTION PROCEDURES FOR CONFIRMATION OF PLAN, AND (V) GRANTING RELATED RELIEF

Upon consideration of the motion (the “Motion”)⁵² of Tricida, Inc. as debtor in possession in the above-captioned Chapter 11 Case (the “Debtor”), for entry of an order pursuant to sections 105, 502, 1125, 1126, and 1128 of title 11 of the Bankruptcy Code, Bankruptcy Rules 2002, 3016, 3017, 3018, 3020, and 9006 and Local Rules 2002-1, 3017-1, and 9006-1 of the Local Rules (a) approving the form and manner of the Disclosure Statement Hearing Notice attached hereto as **Exhibit 1** and the hearing to consider the Disclosure Statement (the “Hearing”); (b) approving the Disclosure Statement as containing adequate information pursuant to section 1125 of the Bankruptcy Code; (c) scheduling the Confirmation Hearing; (d) approving the procedures with respect to confirmation of the Plan, including the procedures for filing objections thereto, the form and manner of the Confirmation Hearing Notice, substantially in the form attached hereto as **Exhibit 2**, and the form and manner of the Notice of Non-Voting Status, substantially in the form

⁴ 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.

⁵ Capitalized terms used but not otherwise defined herein shall have the meanings ascribed to such terms in the Motion.

attached hereto as **Exhibit 4**; (e) approving the solicitation, voting, and tabulation procedures for the Plan, including, among other things, the form of Ballots, substantially in the form attached hereto as **Exhibits 3-A, 3-B, 3-C, 3-D, and 3-E**; and (f) approving related dates, deadlines, and procedures; all as more fully set forth in the Motion; and the Court having jurisdiction to consider the Motion and the relief requested therein pursuant to 28 U.S.C. §§ 157(a)-(b) and 1334(b);

IT IS FOUND AND DETERMINED THAT:

A. Notice of the Disclosure Statement Hearing and Disclosure Statement Objection Deadline. The procedures proposed in the Motion providing notice to all parties of the time, date, and place of the Hearing and the deadline for filing objections to the Disclosure Statement, including the Disclosure Statement Hearing Notice, a copy of which is attached hereto as **Exhibit 1**, provides due, proper, and adequate notice, comport with due process, and comply with the applicable Bankruptcy Rules and Local Rules. No other or further notice is required.

B. The Disclosure Statement. The Disclosure Statement contains adequate information within the meaning of section 1125 of the Bankruptcy Code. No further information is necessary.

C. Notice of Confirmation Hearing and Confirmation Objection Deadline. The procedures set forth in the Motion regarding notice to all parties of the time, date, and place of the hearing to consider confirmation of the Plan (the "Confirmation Hearing"), including the Confirmation Hearing Notice substantially in the form attached hereto as **Exhibit 2**, and for filing objections or responses to the Plan, provide due, proper, and adequate notice, comport with due process, and comply with Bankruptcy Rules 2002 and 3017 and Local Rule 9006-1. No further notice is required.

D. Balloting and Voting Procedures. The procedures set forth in the Motion for the solicitation and tabulation of votes to accept or reject the Plan provide for a fair and equitable voting process and are consistent with section 1126 of the Bankruptcy Code.

E. Ballot. The ballots, substantially in the form annexed hereto as Exhibits 3-A, 3-B, 3-C, 3-D and 3-E (collectively, the “Ballots”), including all voting instructions provided therein, are consistent with Official Bankruptcy Form No. B 314, address the particular needs of this Chapter 11 Case, and provide adequate information and instructions for each individual entitled to vote to accept or reject the Plan. No further information or instructions are necessary.

F. Parties Entitled to Vote. Pursuant to the Plan, Holders of Claims in Classes 3, 4, 5 and 6 are impaired under the Plan. Accordingly, Holders of Claims in such classes are entitled to vote on account of such Claims.

G. Solicitation Packages. The proposed distribution and contents of the Solicitation Packages comply with Bankruptcy Rules 2002 and 3017 and Local Rule 9006-1 and constitute sufficient notice to all interested parties of the Voting Record Date, Voting Deadline, Confirmation Objection Deadline, Confirmation Hearing, and other related matters.

H. Solicitation Period. The period proposed by the Debtor in the Motion during which the Debtor may solicit votes to accept or reject the Plan is a reasonable and sufficient period of time for the Voting Classes to make an informed decision regarding whether to accept or reject the Plan and timely return Ballots evidencing such decision.

I. Parties Not Entitled to Vote. Pursuant to the Plan, Holders of Claims in Classes 1 and 2 are unimpaired and, accordingly, pursuant to section 1126(f) of the Bankruptcy Code, are conclusively presumed to accept the Plan and are not entitled to vote on account of such Claims. Further, Holders of Claims and Interests in Classes 7 and 8 are impaired and are not entitled to

receive or retain property under the Plan. To the extent a proof of claim is filed that is based solely on a Holder's equity Interests or the losses thereto, such Holder will be classified as a Class 8 claimant and such Claim will be treated in accordance with Class 8 and not entitled to vote. Accordingly, pursuant to section 1126(g) of the Bankruptcy Code, those Holders are deemed to reject the Plan and/or are otherwise not entitled to vote on account of such claims.

J. Notice of Non-Voting Status. The Notice of Non-Voting Status, substantially in the forms attached hereto as **Exhibits 4-A and 4-B**, complies with the Bankruptcy Code, applicable Bankruptcy Rules, and applicable Local Rules and, together with the Confirmation Hearing Notice, provides adequate notice to creditors holding Unimpaired Claims not in the Voting Classes of their nonvoting status.

K. Notice. All other notices to be provided pursuant to the procedures set forth in the Motion constitute good and sufficient notice to all parties in interest of all matters pertinent hereto and of all matters pertinent to the Confirmation Hearing. No further notice is required.

L. Relief is Warranted. The legal and factual bases set forth in the Motion establish just and sufficient cause to grant the relief requested therein.

IT IS HEREBY ORDERED THAT:

1. The Motion is granted as set forth herein.
2. The Disclosure Statement is approved as containing adequate information pursuant to section 1125 of the Bankruptcy Code, and the Debtor is authorized to use the Disclosure Statement in connection with the solicitation of votes in favor of the Plan.
3. The form and manner of the notice of the hearing on the Disclosure Statement and related objection procedures constituted adequate and sufficient notice of the Hearing and the

deadline for filing objections to the Disclosure Statement, substantially complied with the applicable Bankruptcy Rules and Local Rules, and comported with due process.

4. The Disclosure Statement (including all applicable exhibits thereto) provides sufficient notice of the injunction, exculpation, and release provisions contained in Article IX of the Plan, in accordance with Bankruptcy Rule 3016(c).

5. The Confirmation Hearing shall be held on **April 6, 2023 at 10:00 a.m. (prevailing Eastern Time)**, as may be adjourned or continued from time to time by the Court or the Debtor without further notice other than adjournments announced in open court or as indicated in any notice of agenda of matters scheduled for hearing filed by the Debtor with the Court. The Confirmation Objection Deadline shall be **March 30, 2023 at 4:00 p.m. (prevailing Eastern Time)**.

6. Objections to the Plan, if any, must (a) be in writing, (b) comply with the Bankruptcy Rules and the Local Rules, (c) set forth the name of the objector and the nature and amount of any claim or interest asserted by the objector against or in the Debtor, (d) state with particularity the legal and factual bases for the objection and the specific grounds therefor, (e) be filed with the Court, contemporaneously with a proof of service, by no later than the Confirmation Objection Deadline; and (f) be served in accordance with the Local Rules on the following parties (collectively, the “Confirmation Objection Notice Parties”): (i) proposed counsel to the Debtor, (a) Sidley Austin LLP, 555 West Fifth Street, Los Angeles, CA 90013 (Attn.: Samuel A. Newman (sam.newman@sidley.com), Julia Philips Roth (julia.roth@sidley.com), Charles Persons (cpersons@sidley.com), and Geoffrey Levin (glevin@sidley.com) and (b) Young Conaway Stargatt & Taylor, LLP, 1000 N. King Street, Rodney Square, Wilmington, DE 19801 (Attn.: Sean M. Beach (sbeach@ycst.com) and Allison S. Mielke (amielke@ycst.com)); (ii) the Office of the

United States Trustee for the District of Delaware (the “U.S. Trustee”), J. Caleb Boggs Federal Building, 844 King Street, Suite 2207, Wilmington, DE 19801 (Attn.: Timothy J. Fox, Jr. (Timothy.J.Fox@usdoj.gov)); and (iii) counsel to any statutory committee that has been appointed in the Chapter 11 Case.

7. Pursuant to Bankruptcy Rule 3020(b), if no objection is timely filed, this Court may determine that the Plan has been proposed in good faith and not by any means forbidden by law without receiving evidence on such issues.

8. Objections to confirmation of the Plan that are not timely filed and served in the manner set forth above shall not be considered and shall be deemed overruled.

9. The Debtor is authorized to file and serve replies or an omnibus reply to any objections to confirmation of the Plan, memoranda of law in support of confirmation of the Plan, any affidavits or declarations in support of confirmation of the Plan (including the Voting Declaration), and the proposed Confirmation Order, by **April 4, 2023 at 12:00 p.m. (prevailing Eastern Time)** (or 12:00 p.m. two Business Days prior to the date of any adjourned Confirmation Hearing) (the “Confirmation Reply Deadline”). In addition, any party in interest may file and serve a statement in support of confirmation of the Plan and/or a reply to any objections to confirmation of the Plan by the Confirmation Reply Deadline.

10. The Confirmation Hearing Notice and Notice of Non-Voting Status are hereby approved.

11. In accordance with Bankruptcy Rule 2002, the Debtor shall serve the Confirmation Hearing Notice by regular U.S. mail on all parties in interest.

12. The Publication Notice is hereby approved. At least twenty-one days prior to the Confirmation Objection Deadline, or as soon as reasonably practicable thereafter, the Debtor shall

publish the Publication Notice once in the (a) the *San Jose Mercury News* and (b) the national edition of *The New York Times* or another publication with similar national circulation.

13. The Voting Procedures are hereby approved.

14. The Voting Record Date shall be **February 27, 2023**. In addition, with respect to any transferred Claim in the Voting Classes, the transferee will be entitled to receive a Solicitation Package and cast a Ballot on account of the transferred Claim only if all actions necessary to effect the transfer of the Claim pursuant to Bankruptcy Rule 3001(e), if any, have been completed on or before the Voting Record Date. In the event a Claim is transferred after the transferor has completed a Ballot, the transferee of such Claim shall be bound by any vote made on the Ballot by the transferor.

15. The Voting Deadline shall be **March 30, 2023 at 4:00 p.m. (prevailing Eastern Time)**.

16. Any objections to Claims for voting purposes or requests to estimate a Claim for voting purposes shall be filed and served by no later than **March 16, 2023** (or 14 days prior to the Voting Deadline).

17. The Solicitation Date shall be no later than three Business Days following the date of entry of this Order.

18. The Debtor shall serve the Solicitation Packages by regular U.S. mail only on the Holders of Claims in the Voting Classes no later than the Solicitation Date.

19. The Debtor also shall serve Holders of Claims or Interests in Classes 7 and 8 with the Form of Notice of Non-Voting Status and Class 8 Release Opt-Out Forms, as applicable, no later the Solicitation Date. No other interested parties shall receive copies of the Plan, Disclosure

Statement or the other materials contained in the Solicitation Packages unless such documents are requested in accordance with the procedures set forth in the Confirmation Hearing Notice.

20. The Solicitation Packages are approved.
21. The Ballots are hereby approved.
22. The Tabulation Procedures are approved.
23. The terms of this Order shall be effective immediately upon its entry.
24. The Debtor is authorized to make non-substantive and ministerial changes to any documents in the Solicitation Package, without further approval of the Court prior to its dissemination, including, without limitation, changes to correct typographical and grammatical errors and to make conforming changes among the Plan and any of such materials prior to their distribution.
25. All time periods set forth in this Order shall be calculated in accordance with Bankruptcy Rule 9006(a).
26. The Debtor is authorized to take all actions necessary to effectuate the relief granted pursuant to this Order in accordance with the Motion.
27. This Court shall retain jurisdiction to hear and determine all matters arising from or related to the implementation, interpretation and/or enforcement of this Order.

EXHIBIT 1

Disclosure Statement Hearing Notice

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

In re:

TRICIDA, INC.,¹

Debtor.

Chapter 11

Case No. 23-10024 (JTD)

Hearing Date: February 27, 2023 at 10:00 a.m. (ET)
Obj. Deadline: February 17, 2023 at 4:00 p.m. (ET)

Ref. Nos. 71 & 72

**NOTICE OF HEARING TO CONSIDER APPROVAL OF
DISCLOSURE STATEMENT AND SOLICITATION PROCEDURES
FOR CHAPTER 11 PLAN OF LIQUIDATION FOR TRICIDA, INC**

PLEASE TAKE NOTICE that, on January 18, 2023, the above-captioned debtor and debtor in possession (collectively, the “Debtor”), filed with the United States Bankruptcy Court of the District of Delaware (the “Bankruptcy Court”) (a) the *Chapter 11 Plan of Liquidation for Tricida, Inc.* [Docket No. 71] (together with all the schedules and exhibits thereto, and each as amended, modified or supplemented from time to time, the “Plan”) and (b) the *Disclosure Statement for Chapter 11 Plan of Liquidation for Tricida, Inc.* [Docket No. 72] (together with all the schedules and exhibits thereto, and each as may be amended, modified, or supplemented from time to time, the “Disclosure Statement”).²

PLEASE TAKE FURTHER NOTICE THAT the Debtor intends to present the Disclosure Statement for approval at a hearing (the “Disclosure Statement Hearing”) before the Honorable John T. Dorsey on **February 27, 2023 at 10:00 a.m. (ET)** in the United States Bankruptcy Court for the District of Delaware (the “Bankruptcy Court”), 824 North Market Street, 5th Floor, Courtroom No. 6, Wilmington, Delaware 19801. The Disclosure Statement may be amended, modified, or supplemented at any time prior to or at the Disclosure Statement Hearing, and the Disclosure Statement Hearing may be adjourned from time to time without further notice, except for the announcement of the adjourned date(s) through the agenda for the Disclosure Statement Hearing and/or at the Disclosure Statement Hearing or any continued hearing(s).

PLEASE TAKE FURTHER NOTICE THAT objections, if any, to the approval of the Disclosure Statement must: (a) be in writing, (b) comply with the Bankruptcy Rules and the Local Rules, (c) state the name, address, and nature of the claim or interest of the party objecting or responding with a proposing a modification to the Disclosure Statement, (d) state with particularity the legal and factual basis and nature of any objection and set forth any proposed modification to

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.

² Capitalized terms used but not defined herein shall have the meanings ascribed to them in the Plan or the Disclosure Statement, as applicable, or as context otherwise requires.

the Disclosure Statement with suggested language, (e) be filed with the Clerk of the Bankruptcy Court, 824 North Market Street, 3rd Floor, Wilmington, Delaware 19801, together with proof of service, on or before **February 17, 2023 at 4:00 p.m. (ET)** (the “Objection Deadline”), and (f) be served upon the following parties so as to be received on or before the Objection Deadline:

- (i) Proposed counsel to the Debtor, (a) Sidley Austin LLP, 555 West Fifth Street, Los Angeles, California 90013, Attn: Samuel A. Newman, Esq. (sam.newman@sidley.com); Sidley Austin LLP, 2021 McKinney Avenue, Suite 2000, Dallas, Texas 75201, Attn: Charles Persons, Esq. (cpersons@sidley.com), Jeri Leigh Miller, Esq. (jeri.miller@sidley.com), and (b) Young Conaway Stargatt & Taylor, LLP, Rodney Square, 1000 North King Street, Wilmington, Delaware 19801, Attn: Sean M. Beach, Esq. (sbeach@ycst.com), Allison Mielke, Esq. (amielke@ycst.com), Carol Cox, Esq. (ccox@ycst.com), and
- (ii) the Office of the United States Trustee, 844 King Street, Suite 2207, Lockbox 35, Wilmington, Delaware 19801, Attn: Timothy J. Fox, Esq. (Timothy.J.Fox@usdoj.gov).

PLEASE TAKE FURTHER NOTICE THAT only those objections made in writing and timely filed and received by the Objection Deadline will be considered by the Bankruptcy Court during the Disclosure Statement Hearing. If no objections to the Disclosure Statement are timely and properly filed and served in accordance with the procedures set forth herein, the Bankruptcy Court may enter an order approving the Disclosure Statement without further notice.

PLEASE TAKE FURTHER NOTICE THAT copies of the Plan and the Disclosure Statement are available for inspection during regular business hours, Monday through Friday, 8:00 a.m. to 4:00 p.m. (ET), excluding federal holidays, at the office of the Clerk of the Bankruptcy Court, 3rd Floor, 824 North Market Street, Wilmington, Delaware 19801. In addition, copies of the Plan and the Disclosure Statement may be obtained by (a) visiting the website, <https://www.kccllc.net/Tricida>, (b) mailing a written request via first class mail to the Debtor’s proposed voting agent, Kurtzman Carson Consultants, LLC (the “Voting Agent”), Tricida, Inc. Ballot Processing Center, c/o KCC, 222 N. Pacific Coast Highway, Suite 300, El Segundo, CA 90245, (c) submitting an inquiry to the Voting Agent via email at TricidaInfo@kccllc.com, (d) contacting the Voting Agent via telephone at (866) 476-0898 (domestic/toll free) or (781) 575-2114 (international/toll), or (e) for a fee, from the Bankruptcy Court’s website, www.deb.uscourts.gov (a PACER account is required). A PACER login and password can be obtained through the PACER Service Center at <https://www.pacer.gov>.

PLEASE TAKE FURTHER NOTICE THAT THIS NOTICE IS NOT A SOLICITATION OF VOTES TO ACCEPT OR REJECT THE PLAN. VOTES ON THE PLAN WILL BE SOLICITED IF AND WHEN THE BANKRUPTCY COURT APPROVES THE DISCLOSURE STATEMENT.

NO PERSON, INCLUDING THE VOTING AGENT, HAS BEEN AUTHORIZED TO GIVE ANY INFORMATION OR ADVICE, INCLUDING LEGAL ADVICE, OR TO MAKE ANY REPRESENTATION, REGARDING THE DEBTOR OR THE PLAN.

Dated: January 18, 2023
Wilmington, Delaware

/s/ Allison S. Mielke

**YOUNG CONAWAY STARGATT &
TAYLOR, LLP**

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Proposed Attorneys for Debtor, Tricida, Inc.

Exhibit 2

Confirmation Hearing Notice

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

In re:

TRICIDA, INC.,¹

Debtor.

Chapter 11

Case No. 23-10024 (JTD)

Hearing Date: April 6, 2023 at 10:00 a.m. (ET)
Obj. Deadline: March 30, 2023 at 4:00 p.m. (ET)

**NOTICE OF (I) HEARING TO CONSIDER CONFIRMATION OF THE CHAPTER 11
PLAN OF LIQUIDATION FOR TRICIDA INC. AND (II) RELATED
VOTING AND OBJECTION DEADLINES**

PLEASE TAKE NOTICE that on [●], 2023, the United States Bankruptcy Court for the District of Delaware entered an order [Docket No. ●] (the “Solicitation Procedures Order”): (a) approving the *Disclosure Statement for the Chapter 11 Plan of Liquidation for Tricida, Inc.* [Docket No. ●] (including all exhibits thereto and as may be amended, supplemented, or modified from time to time, the “Disclosure Statement”), (b) approving the solicitation and voting procedures with respect to the proposed *Chapter 11 Plan of Liquidation for Tricida, Inc.* [Docket No. ●] (as may be amended, modified, amended, or supplemented from time to time, the “Plan”)²; (c) approving the solicitation materials and documents to be included in the solicitation packages (the “Solicitation Package”); and (d) approving procedures for soliciting, receiving, and tabulating votes on the Plan and for filing objections to the Plan.

PLEASE TAKE FURTHER NOTICE that the hearing at which the Court will consider Confirmation of the Plan (the “Confirmation Hearing”) will commence on **April 6, 2023 at 10:00 a.m. prevailing Eastern Time**, before the Honorable John T. Dorsey, United States Bankruptcy Judge, via Zoom or at the Court, 824 North Market Street, 5th Floor, Courtroom No. 5, Wilmington, Delaware 19801.

PLEASE BE ADVISED: THE CONFIRMATION HEARING MAY BE CONTINUED FROM TIME TO TIME BY THE COURT OR THE DEBTOR **WITHOUT FURTHER NOTICE** OTHER THAN BY SUCH ADJOURNMENT BEING ANNOUNCED IN OPEN COURT OR BY A NOTICE OF ADJOURNMENT FILED WITH THE COURT AND SERVED ON ALL PARTIES ENTITLED TO NOTICE.

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.

² Capitalized terms used herein and not otherwise defined has the meanings given to them in the *Chapter 11 Plan of Liquidation for Tricida, Inc.*, dated January 18, 2023.

CRITICAL INFORMATION REGARDING VOTING ON THE PLAN

Voting Record Date. The voting record date was **February 27, 2023** (the “Voting Record Date”), which is the date for determining which Holders of Claims in Classes 3, 4, 5, and 6 are entitled to vote on the Plan.

Voting Deadline. The deadline for voting on the Plan is on **March 30, 2023 at 4:00 p.m. prevailing Eastern Time** (the “Voting Deadline”). If you received a Solicitation Package, including a Ballot, and intend to vote on the Plan, you **must**: (a) follow the instructions carefully; (b) complete **all** of the required information on the Ballot; and (c) execute and return your completed Ballot according to and as set forth in detail in the voting instructions so that it is **actually received** by the Debtor’s voting and solicitation agent, Kurtzman Caron Consultants LLC (“KCC” or the “Voting Agent”), on or before the Voting Deadline. **A failure to follow such instructions may disqualify your vote.**

CRITICAL INFORMATION REGARDING OBJECTING TO THE PLAN

ARTICLE IX OF THE PLAN CONTAINS RELEASE, EXCULPATION, AND INJUNCTION PROVISIONS. THUS, YOU ARE ADVISED TO REVIEW AND CONSIDER THE PLAN CAREFULLY BECAUSE YOUR RIGHTS MIGHT BE AFFECTED THEREUNDER.

Plan Objection Deadline. The deadline for filing objections to the Plan is **March 30, 2023 at 4:00 p.m. prevailing Eastern Time** (the “Plan Objection Deadline”). All objections to the relief sought at the Confirmation Hearing **must**: (a) be in writing; (b) conform to the Bankruptcy Rules, the Local Rules, and any orders of the Court; (c) state with particularity the legal and factual basis for the objection and, if practicable, a proposed modification to the Plan (or related materials) that would resolve such objection; **and** (d) be filed with the Court (contemporaneously with a proof of service) and served upon the following parties so as to be **actually received** on or before the Plan Objection Deadline:

Debtor	Counsel to the Debtor
<p style="text-align: center;">Tricida, Inc.</p> <p>7000 Shoreline Court, Suite 201 South San Francisco, CA 94080 Attn: Bob McKague, Executive Vice President, General Counsel, & Chief Compliance Officer Email: bmckague@tricida.com</p>	<p style="text-align: center;">Sidley Austin LLP 787 Seventh Avenue New York, New York 10019 Attn: Geoff Levin and Sam Newman Email: glevin@sidley.com, sam.newman@sidley.com</p> <p style="text-align: center;">- and -</p> <p style="text-align: center;">Young Conaway Stargatt & Taylor LLP Rodney Square 1000 North King Street Wilmington, DE 19801 Attn: Sean Beach, Allison Mielke, Andrew Mark, and Carol Cox Email: sbeach@ycst.com, amielke@ycst.com, amark@ycst.com, ccox@ycst.com</p>
United States Trustee	
<p>Office of The United States Trustee 844 King Street, Suite 2207 Lockbox 35 Wilmington, Delaware 19801 Attn: Timothy J. Fox Jr.</p>	

ADDITIONAL INFORMATION

Obtaining Solicitation Materials. The materials in the Solicitation Package are intended to be self-explanatory. If you should have any questions or if you would like to obtain additional solicitation materials (or paper copies of solicitation materials if you received electronic access to the solicitation materials), please feel free to contact the Debtor's Voting Agent, by: (a) writing to Tricida, Inc. Ballot Processing Center, c/o KCC, 222 N. Pacific Coast Highway, Suite 300, El Segundo, CA 90245; (b) calling the Debtor's restructuring hotline at (866) 476-0898 within the United States or Canada or (781) 575-2114 if outside the United States or Canada or emailing TricidaInfo@kccllc.com; or (c) visiting the Debtor's restructuring website at <https://www.kccllc.net/tricida>. You may also obtain copies of any pleadings filed in this chapter 11 case for a fee via PACER at: <https://www.deb.uscourts.gov/>. Please be advised that the Voting Agent is authorized to answer any questions about, and provide additional copies of, solicitation materials, but may **not** advise you as to whether you should vote to accept or reject the Plan.

Notice of the Assumption or Rejection of Executory Contracts. Under the terms of Article V of the Plan, on the Effective Date, all Executory Contracts and Unexpired Leases of the Debtor not otherwise assumed or rejected will be deemed rejected in accordance with the provisions and requirements of sections 365 and 1123 of the Bankruptcy Code, other than those Executory Contracts or Unexpired Leases that are the subject of a motion to assume that is pending on the Confirmation Date. Assumption of any Executory Contract or Unexpired Lease pursuant to the Sale Documents or this Plan, and payment of any cure amounts relating thereto, shall, upon

satisfaction of the applicable requirements of section 365 of the Bankruptcy Code, result in the full, final, and complete release and satisfaction of any Claims or defaults, whether monetary or nonmonetary, including defaults or provisions restricting the change in control of ownership interest composition or other bankruptcy-related defaults, arising under any assumed Executory Contract or Unexpired Lease at any time prior to the effective date of assumption.

BINDING NATURE OF THE PLAN:

IF CONFIRMED, THE PLAN SHALL BIND ALL HOLDERS OF CLAIMS AND INTERESTS TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, WHETHER OR NOT SUCH HOLDER WILL RECEIVE OR RETAIN ANY PROPERTY OR INTEREST IN PROPERTY UNDER THE PLAN, HAS FILED A PROOF OF CLAIM IN THE CHAPTER 11 CASE OR FAILED TO VOTE TO ACCEPT OR REJECT THE PLAN OR VOTED TO REJECT THE PLAN.

Dated: January 18, 2023
Wilmington, Delaware

Respectfully submitted,

/s/ Sean M. Beach

**YOUNG CONAWAY STARGATT &
TAYLOR, LLP**

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Proposed Attorneys for Debtor, Tricida, Inc.

Exhibit 3-A

Form of Class 3 Beneficial Holders Ballot

(Noteholder Claims)

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

In re:

TRICIDA, INC.,¹

Debtor.

Chapter 11

Case No. 23-10024 (JTD)

Hearing Date: April 6, 2023 at 10:00 a.m. (ET)

Obj. Deadline: March 30, 2023 at 4:00 p.m. (ET)

**BENEFICIAL HOLDER BALLOT FOR VOTING TO ACCEPT OR REJECT THE
JOINT CHAPTER 11 PLAN OF REORGANIZATION OF
LIQUIDATION OF TRICIDA, INC.**

HOLDERS OF CLASS 3 NOTEHOLDER CLAIMS SHOULD READ THIS ENTIRE BALLOT BEFORE COMPLETING. PLEASE COMPLETE, DATE, AND SIGN THE BALLOT AND RETURN IT TO THE VOTING AGENT IN THE ENCLOSED PREAMBITTERED, POSTAGE PREPAID ENVELOPE, BY FIRST CLASS MAIL, OVERNIGHT COURIER OR HAND DELIVERY, OR VIA ELECTRONIC BALLOT. YOUR VOTE MUST BE ACTUALLY RECEIVED BY THE VOTING AGENT ON OR BEFORE MARCH 30, 2023 AT 4:00 P.M. (EASTERN TIME) (THE "VOTING DEADLINE").

If, however, you hold your Claims through a Nominee (as defined below) and received a return envelope addressed to your Nominee or your Nominee's agent, you must follow the directions of your Nominee to cast your vote and allow sufficient time for your Nominee to receive your vote and transmit such vote on a Master Ballot, which Master Ballot must be returned to the Notice and Claims Agent by the Voting Deadline in order for your vote to be counted.

Tricida Inc., as debtor and debtor in possession (the "Debtor") in the above-captioned chapter 11 case, is soliciting votes with respect to the *Chapter 11 Plan of Liquidation for Tricida Inc.* (as amended, supplemented, or otherwise modified from time to time, the "Plan"). The Bankruptcy Court for the District of Delaware (the "Bankruptcy Court") has approved that certain *Disclosure Statement for Chapter 11 Plan of Liquidation for Tricida Inc.* (the "Disclosure Statement") as containing adequate information pursuant to section 1125 of the Bankruptcy Code, by entry of an order on January [●], 2023 [Docket No. [●]] (the "Disclosure Statement Order"). Bankruptcy Court approval of the Disclosure Statement does not indicate approval of the Plan by

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.

the Bankruptcy Court. Capitalized terms used but not otherwise defined herein shall have the same meanings set forth in the Plan.

You are receiving this Class 3 Ballot for the Beneficial Holders² (the “Class 3 Beneficial Holder Ballot”) because you are a Holder of a Class 3 Claim as of February 27, 2023 (the “Voting Record Date”). Under the terms of the Plan, Holders of Class 3 Claims are entitled to vote to accept or reject the Plan. You can cast your vote through this Class 3 Beneficial Holder Ballot and return it to your broker, bank, or other nominee, or the agent of a broker, bank, or other nominee (each of the foregoing, a “Nominee”), in accordance with the instructions provided by your Nominee, who will then submit a master ballot (the “Master Ballot”) on behalf of the Beneficial Holders of the Class 3 Claims.

Included in Item 3 of this Class 3 Ballot is a Release Opt-Out related to the Releases by Holders of Claims set forth in Article IX of the Plan. You are deemed to have consented to the Releases by Holders of Claims unless you check the Release Opt-Out box under Item 3 of this Ballot, and complete the Certification in Item 5 of this Ballot, and return this Ballot so that it is actually received no later than the Voting Deadline, or timely File an objection to the Releases by Holders of Claims.

Your rights are further described in the Disclosure Statement, which was included in the package (the “Solicitation Package”) you are receiving with this Class 3 Beneficial Holder Ballot. If you need to obtain additional Solicitation Packages, you may obtain them (at the Debtor’s expense) by (1) calling the Voting Agent at (866) 476-0898 or (781) 575-2114 (international) or emailing tricaidinfo@kccllc.com; (2) visiting the Debtor’s restructuring website at: <http://www.kccllc.net/tricida>; and/or (3) writing to the Voting Agent at Tricida Inc. Ballot Processing Center c/o KCC, 222 N. Pacific Coast Highway, Suite 300 El Segundo, CA 90245. You may also obtain copies of any pleadings filed in this Chapter 11 Case for a fee via PACER at: <http://www.deb.uscourts.gov>.

This Ballot may not be used for any purpose other than for casting votes to accept or reject the Plan, opting out of the Releases by Holders of Claims, and making certain certifications with respect to the Plan. If you believe you have received this Class 3 Ballot in error, or if you believe that you have received the wrong Ballot, please contact the Voting Agent immediately at the address, or telephone number set forth above.

You should review the Disclosure Statement and the Plan before you vote. You may wish to seek legal advice concerning the Plan and the Plan’s classification and treatment of your Claim. Your Claim has been placed in Class 3 under the Plan. If you hold Claims in more than one Class, you will receive a ballot for each Class in which you are entitled to vote.

If a controversy arises regarding whether any Claim is properly classified under the Plan, the Bankruptcy Court shall, upon proper motion and notice, determine such controversy at the Confirmation Hearing. If the Bankruptcy Court finds that the classification of any Claim is

² A “Beneficial Holder” means a beneficial owner of publicly-traded securities whose claims have not been satisfied prior to the Voting Record Date (as defined herein) pursuant to Court order or otherwise, as reflected in the records maintained by the Nominees holding through DTC.

improper, then such Claim shall be reclassified and the Ballot previously cast by the holder of such Claim shall be counted in, and the Claim shall receive the treatment prescribed in, the Class in which the Bankruptcy Court determines such Claim should have been classified, without the necessity of resoliciting any votes on the Plan.

Unless otherwise instructed by your Nominee, in order for your vote to count, your Nominee must receive this Class 3 Beneficial Holder Ballot in sufficient time for your Nominee to include your vote on a Master Ballot that must be received by the Voting Agent on or before the Voting Deadline, which is **March 30, 2023 at 4:00 p.m., prevailing Eastern Time**. Please allow sufficient time for your vote to be included on the Master Ballot completed by your Nominee. If a Master Ballot recording your vote is not received by the Voting Deadline, and if the Voting Deadline is not extended, your vote will not count

Item 1. Amount of Claim.

The undersigned hereby certifies that as of the Voting Record Date, the undersigned was the Holder of a Class 3 Claim(s) in the following aggregate unpaid principal amount (insert amount in box below):

Amount of Claim: \$ _____

Item 2. Vote on Plan.

The Holder of the Class 3 Claim set forth in Item 1 votes to (please check only one box):

<input type="checkbox"/> <u>ACCEPT</u> (vote FOR) the Plan	<input type="checkbox"/> <u>REJECT</u> (vote AGAINST) the Plan
---	---

Item 3. The Plan Includes Certain Injunction, Release, and Exculpation Provisions.

Selected Defined Terms in the Plan

“Exculpated Parties” means, collectively, in each case in its capacity as such, (a) the Debtor; (b) the Debtor’s directors and officers during the Chapter 11 Case; and (c) with respect to the foregoing causes (a) through (b), to the fullest extent permitted by law, such Person’s Related Parties.

“Released Party” means each of, and in each case in its capacity as such: (a) the Debtor; (b) the Consenting Noteholder Releasing Parties; and (c) each Related Party of the Debtor or the Consenting Noteholder Releasing Parties, including, for the avoidance of doubt, any professional retained by the Debtor or the Consenting Noteholders in connection with this Chapter 11 Case.]

“Releasing Parties” means collectively, and in each case, in their respective capacities as such, (a) the Debtor; (b) the Consenting Noteholder Releasing Parties; (c) all Holders of Claims deemed

hereunder to have accepted the Plan that have not filed an objection to the release contained in Article IX herein prior to the Voting Deadline; (d) all Holders of a Claim or Interest that (i) vote to accept or reject the Plan and do not timely submit a Release Opt-Out, or (ii) do not vote to accept or reject the Plan and either do not timely submit a Release Opt-Out or do not file an objection to the releases contained in Article IX herein prior to the Voting Deadline; (e) to the maximum extent permitted by Law; each current and former Affiliate of each Person or Entity in clauses (a) through (d); and (f) to the maximum extent permitted by Law, each Related Party of each Entity in clauses (a) through (d).

Select Provisions of the Plan

Article IX.C. of the Plan: Exculpation

Except as otherwise specifically provided in the Plan, no Exculpated Party shall have or incur liability for, and each Exculpated Party is exculpated from any Cause of Action for any Claim related to any act or omission in connection with, relating to, or arising out of, the Chapter 11 Case, the formulation, preparation, dissemination, negotiation, or filing of the Debtor's in court restructuring efforts, the Term Sheet, the RSA, the Disclosure Statement, the Sale Motion, the Plan, the Plan Supplement, or any restructuring transaction, contract, instrument, release, or other agreement or document created or entered into in connection with the Sale, the Plan, the Plan Supplement, the Chapter 11 Case, the filing of the Chapter 11 Case, the pursuit of the Confirmation Order, the pursuit of the Sale Order, the pursuit of consummation, the administration and implementation of the Plan, including the distribution of property under the Plan or any other related agreement, or upon any other related act or omission, transaction, agreement, event, or other occurrence or omission taking place between the Petition Date and the Effective Date, except for claims related to any act or omission that is determined in a final order by a court of competent jurisdiction to have constituted actual intentional fraud, willful misconduct, or gross negligence of such Person, but in all respects such Entities shall be entitled to reasonably rely upon the written advice of counsel with respect to their duties and responsibilities pursuant to the Plan.

Article IX.A. of the Plan: Releases by the Debtor

As of the Effective Date, pursuant to section 1123(b) of the Bankruptcy Code and for good and valuable consideration, each Released Party is deemed released by the Debtor and its estate from any and all claims and Causes of Action, whether known or unknown, including any claims and Causes of Action that the Debtor or its estate would have been legally entitled to assert in its own right including any claims or Causes of Action that could be asserted derivatively or on behalf of the Debtor (or its estate), that such Entity would have been legally entitled to assert (whether individually or collectively), based on, or relating to, or in any manner arising from, in whole or in part, the Debtor (including the management, ownership, or operation thereof, or otherwise), any securities issued by the Debtor and the ownership thereof, the Debtor's in- or out-of-court restructuring efforts, any avoidance actions, the Chapter 11 Case, the formulation, preparation, dissemination, negotiation, or filing of the Term Sheet, the RSA, the Disclosure Statement, the Sale Motion, the Plan, the Plan Supplement, or any other transaction, contract, instrument, release, or other agreement or document created or entered into in connection with the Sale, the Plan, the Plan Supplement, the Chapter 11 Case, the filing of the Chapter 11 Case, the pursuit of the

Confirmation Order, the pursuit of the Sale Order, the pursuit of consummation, the administration and implementation of the Plan, including the distribution of property under the Plan or any other related agreement, or upon any other related act or omission, transaction, agreement, event, or other occurrence or omission taking place on or before the Effective Date. Notwithstanding anything to the contrary in the foregoing, the releases set forth above do not release (1) any post Effective Date obligations of any party or entity under the Plan or any document, instrument, or agreement (including those set forth in the Plan Supplement) executed to implement the Plan; (2) any obligations under or in respect of the Sale Order; or (3) the Retained Causes of Action.

Each Person and Entity deemed to grant the Debtor releases shall be deemed to have granted such releases notwithstanding that such Person or Entity may hereafter discover facts in addition to, or different from, those which such Person or Entity now knows or believes to be true, and without regard to the subsequent discovery or existence of such different or additional facts, and such Person or Entity expressly waives any and all rights that such Person or Entity may have under any statute or common law principle, including, without limitation, section 1542 of the California Civil Code, to the extent such section is applicable, which would limit the effect of such releases to those claims or Causes of Action actually known or suspected to exist on the Effective Date. Section 1542 of the California Civil Code generally provides as follows: “A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY.”

Article IX.B. of the Plan: Releases by Holders of Claims and Interests

As of the Effective Date, each Releasing Party is deemed to have released and discharged each Released Party from any and all claims and Causes of Action, whether known or unknown, including any claims and Causes of Action that the Debtor or its estate would have been legally entitled to assert in its own right including any claims or Causes of Action that could be asserted derivatively or on behalf of the Debtor (or its estate), that such Entity would have been legally entitled to assert (whether individually or collectively), based on, relating to, or in any manner arising from, in whole or in part, the Debtor (including the management, ownership or operation thereof, or otherwise), any securities issued by the Debtor and the ownership thereof, the Debtor's in- or out-of-court restructuring efforts, any avoidance actions, the Chapter 11 Case, the formulation, preparation, dissemination, negotiation, or filing of the Term Sheet, the RSA, the Disclosure Statement, the Sale Motion, the Plan, the Plan Supplement, or any other transaction, contract, instrument, release, or other agreement or document created or entered into in connection with the Sale, the Plan, the Plan Supplement, the Chapter 11 Case, the filing of the Chapter 11 Case, the pursuit of the Confirmation Order, the pursuit of the Sale Order, the pursuit of consummation, the administration and implementation of the Plan, including the distribution of property under the Plan or any other related agreement, or upon any other related act or omission, transaction, agreement, event, or other occurrence or omission taking place on or before the Effective Date. Notwithstanding anything to the contrary in the foregoing, the releases set forth above do not release (1) any post Effective Date obligations of any party or entity under the Plan or any document, instrument, or agreement (including those set forth in the Plan Supplement)

executed to implement the Plan; (2) any obligations under or in respect of the Sale Order; or (3) the Retained Causes of Action.

Each Person and Entity deemed to grant the releases described in this Section shall be deemed to have granted such releases notwithstanding that such Person or Entity may hereafter discover facts in addition to, or different from, those which such Person or Entity now knows or believes to be true, and without regard to the subsequent discovery or existence of such different or additional facts, and such Person or Entity expressly waives any and all rights that such Person or Entity may have under any statute or common law principle, including, without limitation, section 1542 of the California Civil Code, to the extent such section is applicable, which would limit the effect of such releases to those claims or Causes of Action actually known or suspected to exist on the Effective Date. Section 1542 of the California Civil Code generally provides as follows: “A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY.”

Article IX.D. of the Plan: Injunction

Except as otherwise provided in the Plan or the Confirmation Order, all Entities who have held, hold, or may hold claims, Interests, Causes of Action, or liabilities that: (1) are subject to compromise and settlement pursuant to the terms of the Plan; (2) have been released pursuant to the Plan; (3) were purchased and released by a purchaser in connection with the Sale; (4) are subject to exculpation pursuant to the Plan; or (5) are otherwise discharged, satisfied, stayed, released, or terminated pursuant to the terms of the Plan, are permanently enjoined and precluded, from and after the Effective Date, from commencing or continuing in any manner, any action or other proceeding, including on account of any claims, Interests, Causes of Action, or liabilities that have been compromised or settled against the Debtor or any Entity so released or exculpated (or the property or estate of any Entity, directly or indirectly, so released or exculpated) on account of, or in connection with or with respect to, any discharged, released, settled, compromised, or exculpated claims, Interests, Causes of Action, or liabilities, including being permanently enjoined and precluded, from and after the Effective Date, from taking any of the following actions against, as applicable, the Debtor, the Liquidating Trust, the Released Parties, or Exculpated Parties (as applicable): (1) commencing or continuing in any manner any action or other proceeding of any kind on account of or in connection with or with respect to any such claims or Interests; (2) enforcing, attaching, collecting, or recovering by any manner or means any judgment, award, decree, or order against such Entities on account of or in connection with or with respect to any such claims or Interests; (3) creating, perfecting, or enforcing any lien or encumbrance of any kind against such Entities or the property or the estate of such Entities on account of or in connection with or with respect to any such claims or Interests; (4) asserting any right of setoff or subrogation of any kind against any obligation due from such Entities or against the property of such Entities on account of or in connection with or with respect to any such claims or Interests unless such Entity has timely asserted such setoff right in a document filed with the Bankruptcy Court explicitly preserving such setoff, and notwithstanding an indication of a Claim or Interest or otherwise that such Entity asserts, has, or intends to preserve any right of setoff pursuant to

applicable law or otherwise; and (5) commencing or continuing in any manner any action or other proceeding of any kind on account of or in connection with or with respect to any such claims or Interests released or settled pursuant to the Plan.

Upon the Bankruptcy Court's entry of the Confirmation Order, all Holders of Claims and Interests and other parties in interest, along with their respective present or former employees, agents, officers, directors, or principals, shall be enjoined from taking any actions to interfere with the implementation or consummation of this Plan by the Debtor, the Liquidating Trustee, and their respective affiliates, employees, advisors, officers and directors, or agents.

Article XII.I. of the Plan: Term of Injunctions or Stays

Except as otherwise provided in this Plan, to the maximum extent permitted by applicable law and subject to the Bankruptcy Court's post-confirmation jurisdiction to modify the injunctions and stays under this Plan (1) all injunctions with respect to or stays against an action against property of the Debtor or the Debtor's Estate arising under or entered during the Chapter 11 Case under sections 105 or 362 of the Bankruptcy Code, and in existence on the date the Confirmation Order is entered, shall remain in full force and effect until such property is no longer property of the Debtor or the Debtor's Estate; and (2) all other injunctions and stays arising under or entered during the Chapter 11 Case under sections 105 or 362 of the Bankruptcy Code shall remain in full force and effect until the earliest of (a) the date that the Chapter 11 Case is closed pursuant to a Final Order of the Bankruptcy Court, or (b) the date that the Chapter 11 Case is dismissed pursuant to a Final Order of the Bankruptcy Court. All injunctions or stays contained in the Plan or the Confirmation Order shall remain in full force and effect indefinitely.

IMPORTANT INFORMATION REGARDING THE THIRD PARTY RELEASE IN ARTICLE IX.B. OF THE PLAN:

IF YOU ARE A "RELEASED PARTY" OR YOU VOTE TO ACCEPT THE PLAN, YOU SHALL BE A "RELEASING PARTY" UNDER THE PLAN AND YOU WILL BE DEEMED TO HAVE CONSENTED TO THE RELEASE PROVISIONS SET FORTH IN ARTICLE IX.B. THEREOF.

<p>The Holder of the Class 3 Claim against the Debtor set forth in Item 1 elects to:</p> <p><input type="checkbox"/> OPT OUT of the Third Party Release set forth in Section IX.B. of the Plan</p>

Item 4. Other Class 3 Beneficial Holder Ballots Submitted.

Item 1 certifies that (a) this Beneficial Holder Ballot is the only Beneficial Holder Ballot submitted for Claims identified in Item 1 owned by such holder, except as identified in the following table, and (b) all Class Beneficial Holder Ballots submitted by the holder in the same Class indicate the same vote to accept or reject the Plan that the holder has indicated in Item 3 of this Beneficial Holder Ballot (please use additional sheets of paper if necessary):

**ONLY COMPLETE THIS TABLE IF YOU HAVE VOTED OTHER
CLASS 3 CLAIMS ON OTHER BENEFICIAL HOLDER BALLOTS**

Account Number	Name of Registered Holder or Nominee	Principal Amount of Other Claims Voted	CUSIP of Other Claims Voted
		\$	
		\$	

Item 5. Certifications

By Signing this Ballot, the undersigned certifies to the Court and the Debtor:

1. that as of the Voting Record Date, the undersigned is either: (a) the Holder of the Class 3 Claim(s) (Prepetition Credit Agreement Claims and DIP Claims) being voted or (b) an authorized signatory for the Holder of the Class 3 Claim(s) (Prepetition Credit Agreement Claims and DIP Claims) being voted;

2. that it has received the Solicitation Package and acknowledges that the solicitation is being made pursuant to the terms and conditions set forth therein;

3. that it has cast the same vote with respect to all Class 3 Claims (Noteholder Claims) held by it or the Holder on whose behalf it is submitting this Ballot, as applicable;

4. that no other Ballots with respect to the amount of the Class 3 (Noteholder Claims) Claim(s) identified in Item 2 have been cast or, if any other Ballots have been cast with respect to such Claim(s), then any such Ballots dated earlier are hereby revoked;

5. it acknowledges that a vote to accept the Plan constitutes an acceptance of the treatment of the Class 3 Claim(s) (Noteholder Claims) held by it or the Holder on whose behalf it is submitting this Ballot, as applicable;

6. that it understands and, if accepting the Plan, agrees with the treatment provided under the Plan for the Claim(s) held by it or the Holder on whose behalf it is submitting this Ballot, as applicable;

7. that it understands that, if it casts a vote to accept the Plan, it or the Holder on whose behalf it is submitting this Ballot, as applicable, shall be a "Releasing Party" under the Plan (unless such Holder is already a "Releasing Party" by virtue of being a "Released Party");

8. that it acknowledges and understands that (a) if no Holders of Claims eligible to vote in a particular Class vote to accept or reject the Plan, the Plan shall be deemed accepted by the Holders of such Claims in such Class and (b) any Class of Claims that does not have a Holder of an Allowed Claim or a Claim temporarily allowed by the Court as of the date of the Confirmation Hearing may be deemed eliminated from the Plan for purposes of voting to accept or reject the Plan and for purposes of determining acceptance or rejection of the Plan by such Class pursuant to section 1129(a)(8) of the Bankruptcy Code; and

9. that it acknowledges and agrees that the Debtor may make conforming changes to the Plan to the extent provided by Bankruptcy Rule 3019 as may be reasonably necessary and that the Debtor will not re-solicit acceptances or rejections of the Plan in the event of such conforming changes.

Name of Holder: _____

Signature: _____

Name of Signatory (If other than Holder³: _____

Title: _____

Address: _____

Telephone Number: _____

E-mail Address: _____

Date Completed: _____

**PLEASE COMPLETE, SIGN, AND DATE THE BALLOT
AND RETURN IT PROMPTLY IN ACCORDANCE WITH
ONE OF THE APPROVED SUBMISSION METHODS
DESCRIBED ABOVE. YOUR BALLOT MUST BE
ACTUALLY RECEIVED BY THE VOTING DEADLINE,
WHICH IS 4:00 P.M. PREVAILING EASTERN TIME ON
MARCH 30, 2023**

³ If you are completing this Ballot on behalf of another person or entity, indicate your relationship with such person or entity and the capacity in which you are signing. You may be required to provide additional information or documentation with respect to such relationship.

Instructions for Completing Ballots

1. The Debtor is soliciting the votes of Holders of Claims with respect to the Plan attached as **Exhibit A** to the Disclosure Statement. Capitalized terms used in the Ballot or in these instructions (the “**Ballot Instructions**”) but not otherwise defined therein or herein shall have the meaning set forth in the Plan or the Disclosure Statement Order, as applicable.

2. The Court may confirm the Plan and thereby bind you by the terms of the Plan. Please review the Disclosure Statement for more information.

3. Unless otherwise instructed by your Nominee, to ensure that your vote is counted, you must submit your Class 3 Beneficial Holder Ballot (or otherwise convey your vote) to your Nominee in sufficient time to allow your Nominee to process your vote and submit a Master Ballot so that the Master Ballot is actually received by the Voting Agent by the Voting Deadline. You may instruct your Nominee to vote on your behalf in the Master Ballot as follows: (a) complete the Class 4 Beneficial Holder Ballot; (b) indicate your decision either to accept or reject the Plan in the boxes provided in Item 3 of the Class 3 Beneficial Holder Ballot; and (c) sign and return the Class 3 Beneficial Holder Ballot to your Nominee in accordance with the instructions provided by your Nominee. The Voting Deadline for the receipt of Master Ballots by the Voting Agent is **March 30, 2023, at 4:00 p.m., prevailing Eastern Time**. Your completed Class 3 Beneficial Holder Ballot must be received by your Nominee in sufficient time to permit your Nominee to deliver your votes to the Voting Agent on or before the Voting Deadline.

4. Except as otherwise provided herein or unless waived by the Debtor or permitted by order of the Bankruptcy Court, unless the Ballot being furnished is timely submitted on or prior to the Voting Deadline, the Debtor shall reject such Ballot as invalid and, therefore, decline to count it in connection with confirmation of the Plan.

5. If your Class 3 Beneficial Holder Ballot is not received by your Nominee in sufficient time to be included on a timely submitted Master Ballot, it will not be counted unless the Debtor determines otherwise. In all cases, Beneficial Holders should allow sufficient time to assure timely delivery of your Class 3 Beneficial Holder Ballot to your Nominee. No Class 3 Beneficial Holder Ballot should be sent to the Debtor, the Debtor’s agents (other than the Voting Agent and only with respect to a pre-validated Class 3 Beneficial Holder Ballot), the Debtors’ financial or legal advisors, and if so sent will not be counted.

6. If you cast more than one Ballot voting the same Claim(s) before the Voting Deadline, the last valid Ballot received on or before the Voting Deadline shall be deemed to reflect your intent and, thus, shall be deemed supersede any prior Ballot. If you simultaneously cast inconsistent Ballots, such Ballots will not be counted.

7. If you cast a Ballot that is properly completed, executed and timely returned to KCC but that does not indicate either an acceptance or rejection of the Plan, the Ballot will not be counted.

8. If you cast a Ballot that is properly completed, executed, and timely returned to KCC but that indicates both an acceptance and a rejection of the Plan, the Ballot will not be counted.

9. You shall be deemed to have voted the full amount of your Claim and shall not be entitled to split your vote within a particular Class. Any Ballot that partially accepts and partially rejects the Plan will not be counted.

10. The following Ballots shall not be counted:

- a. any Class 3 Beneficial Holder Ballot that is illegible or contains insufficient information to permit the identification of the Holder;
- b. any Class 3 Beneficial Holder Ballot that (A) does not indicate an acceptance or rejection of the Plan, (B) indicates both an acceptance and rejection of the Plan, and/or (C) partially accepts and partially rejects the Plan;
- c. any Class 3 Beneficial Holder Ballot cast by a person who does not hold, or represent a person that holds, a Claim in a Voting Class as of the Voting Record Date;
- d. any Class 3 Beneficial Holder Ballot received after the Voting Deadline unless the Debtor has granted an extension in writing (including e-mail) with respect to such Ballot. The Holder of a Claim may choose the method of delivery of its Ballot to KCC at its own risk. Delivery of the Ballot will be deemed made only when the original properly executed Ballot is actually received by KCC;
- e. any Class 3 Beneficial Holder Ballot sent to the Debtors, the Debtors' agents (other than the Voting Agent and only with respect to a pre-validated Beneficial Holder Ballot), any indenture trustee, or the Debtors' financial or legal advisors;
- f. Class 3 Beneficial Holder Ballot returned to a Nominee not in accordance with the Nominee's instructions;
- g. any Class 3 Beneficial Holder Ballot cast by an Entity that does not hold a Claim in the Class indicated on Exhibit A hereto;
- h. any Class 3 Beneficial Holder Ballot submitted by a holder not entitled to vote pursuant to the Plan;
- i. any unsigned Class 3 Beneficial Holder Ballot (except in accordance with the Nominee's instructions);
- j. any non-original Class 3 Beneficial Holder Ballot (except in accordance with the Nominee's instructions); and

- k. any Class 3 Beneficial Holder Ballot not marked to accept or reject the Plan or any Beneficial Holder Ballot marked both to accept and reject the Plan

11. If you are signing a Ballot in your capacity as a trustee, executor, administrator, guardian, attorney in fact, officer of a corporation, or otherwise acting in a fiduciary or representative capacity, you should indicate such capacity when signing and, if requested by KCC, the Debtor, or the Court, you must submit proper evidence to the requesting party to so act on behalf of such Holder. In addition, you should provide their name and mailing address if it is different from that set forth on the attached mailing label or if no such mailing label is attached to the Ballot.

12. If you hold Claims in more than one Class under the Plan you may receive more than one ballot coded for each different Class. Each ballot votes only your Claims indicated on that ballot, so please complete and return each ballot that you receive.

13. The Debtor, subject to contrary order of the Bankruptcy Court, may waive any defect or irregularity as to any particular Ballot at any time, either before or after the close of voting, and any such waiver shall be documented in the Voting Declaration.

14. Neither the Debtor, KCC, nor any other Entity will be under any duty to provide notification of defects or irregularities with respect to delivered Ballots other than as provided in the Voting Declaration, nor will any of them incur any liability for failure to provide such notification.

15. Unless waived by the Debtor, subject to contrary order of the Bankruptcy Court, any defects or irregularities in connection with deliveries of Ballots must be cured prior to the Voting Deadline or such Ballots will not be counted.

16. The Ballot is not a letter of transmittal and may not be used for any purpose other than to vote to accept or reject the Plan. Accordingly, at this time, Holders of Claims should not surrender certificates or instruments representing or evidencing their Claim, and neither the Debtor nor KCC will accept delivery of any such certificates or instruments surrendered together with a Ballot.

17. This Ballot does not constitute, and shall not be deemed to be: (i) a Proof of Claim or (ii) an assertion or admission of a Claim.

18. If you believe you have received the wrong Ballot, you should contact KCC immediately by calling or emailing at (866) 476-0898 (U.S./Canada) or (781) 575-2114 (International) or tricaidinfo@kccllc.com, referencing "Tricida Inc. Ballots" in the subject line.

PLEASE SUBMIT YOUR BALLOT PROMPTLY

IF YOU HAVE ANY QUESTIONS REGARDING THIS BALLOT OR THE VOTING PROCEDURES, PLEASE CONTACT KCC BY CALLING OR EMAILING AT (866) 476-0898 (U.S./CANADA) OR (781) 575-2114 (INTERNATIONAL) OR TRICIDAINFO@KCCLLC.COM

If the Voting Agent does not actually receive the Master Ballot reflecting the vote cast on this Class 4 Beneficial Holder Ballot (or your pre-validated Class 4 Beneficial Holder Ballot) on or before March 30, 2023, at 4:00 p.m., prevailing Eastern Time, (and if the Voting Deadline is not extended), your vote transmitted by this Class 3 Beneficial Holder Ballot may be counted toward Confirmation of the Plan only in the sole and absolute discretion of the Debtors.

Exhibit 3-B

Form of Class 3 Master Ballot

(Noteholder Claims)

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

In re:

TRICIDA, INC.,¹

Debtor.

Chapter 11

Case No. 23-10024 (JTD)

Hearing Date: April 6, 2023 at 10:00 a.m. (ET)

Obj. Deadline: March 30, 2023 at 4:00 p.m. (ET)

**MASTER BALLOT FOR VOTING TO ACCEPT OR REJECT THE CHAPTER 11
PLAN OF REORGANIZATION OF LIQUIDATION OF TRICIDA, INC.**

HOLDERS OF CLASS 3 NOTEHOLDER CLAIMS SHOULD READ THIS ENTIRE BALLOT BEFORE COMPLETING. PLEASE COMPLETE, DATE, AND SIGN THE BALLOT AND RETURN IT TO THE VOTING AGENT, BY FIRST CLASS MAIL, OVERNIGHT COURIER OR HAND DELIVERY, OR VIA ELECTRONIC BALLOT. YOUR VOTE MUST BE ACTUALLY RECEIVED BY THE VOTING AGENT ON OR BEFORE MARCH 30, 2023 AT 4:00 P.M. (EASTERN TIME) (THE "VOTING DEADLINE").

Tricida Inc., as debtor and debtor in possession (the "Debtor") in the above-captioned chapter 11 case, is soliciting votes with respect to the *Chapter 11 Plan for Liquidation of Tricida, Inc.* (as amended, supplemented, or otherwise modified from time to time, the "Plan"). The Bankruptcy Court for the District of Delaware (the "Bankruptcy Court") has approved that certain *Disclosure Statement for Chapter 11 Plan of Liquidation for Tricida, Inc.* (the "Disclosure Statement") as containing adequate information pursuant to section 1125 of the Bankruptcy Code, by entry of an order on January [●], 2023 [Docket No. [●]] (the "Disclosure Statement Order"). Bankruptcy Court approval of the Disclosure Statement does not indicate approval of the Plan by the Bankruptcy Court. Capitalized terms used but not otherwise defined herein shall have the same meanings set forth in the Plan.

You are receiving this master ballot (the "Master Ballot") because you are the Nominee (as defined below) of a Beneficial Holder² of Class 3 Claims as of February 27, 2023 (the "Voting Record Date").

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.

² A "Beneficial Holder" means a beneficial owner of publicly-traded securities whose claims have not been satisfied prior to the voting Record Date (as defined herein) pursuant to Court order or otherwise, as reflected in the records maintained by the nominees holding through the Depository Trust Company

This Master Ballot is to be used by you as a broker, bank, or other nominee; or as the agent of a broker, bank, or other nominee (each of the foregoing, a “Nominee”); or as the proxy holder of a Nominee for certain Beneficial Holders’ Class 3 Noteholder Claims (the “Class 3 Claims”), to transmit to the Voting Agent (as defined below) the votes of such Beneficial Holders in respect of their Class 3 Claims to accept or reject the Plan. The CUSIP number (the “CUSIP”) for the Class 3 Claims entitled to vote and of which you are the Nominee is 89610F AB 7. This Master Ballot may not be used for any purpose other than for submitting votes with respect to the Plan.

The rights and treatment for each Class are described in the Disclosure Statement, which was included in the package (the “Solicitation Package”) you are receiving with this Master Ballot. If you need to obtain additional Solicitation Packages, you may obtain them (at the Debtor’s expense) by (1) calling or emailing the Voting Agent at (877) 499-4509 or (917) 281-4800 (international) or tricidadballots@kccllc.com; (2) visiting the Debtor’s restructuring website at: <http://www.kccllc.net/tricida>; and/or (3) writing to the Voting Agent at Tricida Inc. Ballot Processing Center c/o KCC, 222 N. Pacific Coast Highway, Suite 300 El Segundo, CA 90245. You may also obtain copies of any pleadings filed in this Chapter 11 Case for a fee via PACER at: <http://www.deb.uscourts.gov>.

This Master Ballot may not be used for any purpose other than for casting votes to accept or reject the Plan and making certain certifications with respect to the Plan. If you believe you have received this Master Ballot in error, or if you believe that you have received the wrong Ballot, please contact the Voting Agent immediately at the address, or telephone number set forth above.

The votes transmitted on this Master Ballot for certain Beneficial Holders of Claims in Class 3 shall be applied to each Debtor against whom such Beneficial Holders have a Claim.

You are authorized to collect votes to accept or to reject the Plan from Beneficial Holders in accordance with your customary practices, including the use of a “voting instruction form” in lieu of (or in addition to) a Beneficial Holder Ballot, and collecting votes from Beneficial Holders through online voting, by phone, facsimile, or other electronic means.

The Court may confirm the Plan and thereby bind all holders of Claims and Interests. To have the votes of your Beneficial Holders count as either an acceptance or rejection of the Plan, you must complete and return this Master Ballot so that the Voting Agent **actually receives** it on or before the Voting Deadline.

The Voting Deadline is on March 30, at 4:00 p.m., Prevailing Eastern Time.

Item 1. Certification of Authority to Vote.

The undersigned hereby certifies that as of the Voting Record Date, the undersigned (please check the applicable box):

- Is a broker, bank, or other nominee for the Beneficial Holders of the aggregate principal amount of the Class 3 Claims listed in Item 3 below, and is the record holder of such notes, or
- Is acting under a power of attorney and/or agency (a copy of which will be provided upon request) granted by a broker, bank, or other nominee that is the registered holder of the aggregate principal amount of Class 3 Claims listed in Item 3 below, or
- Has been granted a proxy (an original of which is attached hereto) from a broker, bank, or other nominee or a beneficial owner that is the registered holder of the aggregate principal amount of Class 3 Claims listed in Item 3 below,

and accordingly, has full power and authority to vote to accept or reject the Plan, on behalf of the Beneficial Holders of the Class 3 Claims described in Item 3.

Item 2. The Plan Includes Certain Injunction, Release, and Exculpation Provisions.

Selected Defined Terms in the Plan

“Exculpated Parties” means, collectively, in each case in its capacity as such, (a) the Debtor; (b) the Debtor’s directors and officers during the Chapter 11 Case; and (c) with respect to the foregoing causes (a) through (b), to the fullest extent permitted by law, such Person’s Related Parties.

“Released Party” means each of, and in each case in its capacity as such: (a) the Debtor; (b) the Consenting Noteholder Releasing Parties; and (c) each Related Party of the Debtor or the Consenting Noteholder Releasing Parties, including, for the avoidance of doubt, any professional retained by the Debtor or the Consenting Noteholders in connection with this Chapter 11 Case.]

“Releasing Parties” means collectively, and in each case, in their respective capacities as such, (a) the Debtor; (b) the Consenting Noteholder Releasing Parties; (c) all Holders of Claims deemed hereunder to have accepted the Plan that have not filed an objection to the release contained in Article IX herein prior to the Voting Deadline; (d) all Holders of a Claim or Interest that (i) vote to accept or reject the Plan and do not timely submit a Release Opt-Out, or (ii) do not vote to accept or reject the Plan and either do not timely submit a Release Opt-Out or do not file an objection to the releases contained in Article IX herein prior to the Voting Deadline; (e) to the maximum extent permitted by Law; each current and former Affiliate of each Person or Entity in clauses (a) through (d); and (f) to the maximum extent permitted by Law, each Related Party of each Entity in clauses (a) through (d).

Select Provisions of the Plan

Article IX.C. of the Plan: Exculpation

Except as otherwise specifically provided in the Plan, no Exculpated Party shall have or incur liability for, and each Exculpated Party is exculpated from any Cause of Action for any Claim related to any act or omission in connection with, relating to, or arising out of, the Chapter 11 Case, the formulation, preparation, dissemination, negotiation, or filing of the Debtor's in court restructuring efforts, the Term Sheet, the RSA, the Disclosure Statement, the Sale Motion, the Plan, the Plan Supplement, or any restructuring transaction, contract, instrument, release, or other agreement or document created or entered into in connection with the Sale, the Plan, the Plan Supplement, the Chapter 11 Case, the filing of the Chapter 11 Case, the pursuit of the Confirmation Order, the pursuit of the Sale Order, the pursuit of consummation, the administration and implementation of the Plan, including the distribution of property under the Plan or any other related agreement, or upon any other related act or omission, transaction, agreement, event, or other occurrence or omission taking place between the Petition Date and the Effective Date, except for claims related to any act or omission that is determined in a final order by a court of competent jurisdiction to have constituted actual intentional fraud, willful misconduct, or gross negligence of such Person, but in all respects such Entities shall be entitled to reasonably rely upon the written advice of counsel with respect to their duties and responsibilities pursuant to the Plan.

Article IX.A. of the Plan: Releases by the Debtor

As of the Effective Date, pursuant to section 1123(b) of the Bankruptcy Code and for good and valuable consideration, each Released Party is deemed released by the Debtor and its estate from any and all claims and Causes of Action, whether known or unknown, including any claims and Causes of Action that the Debtor or its estate would have been legally entitled to assert in its own right including any claims or Causes of Action that could be asserted derivatively or on behalf of the Debtor (or its estate), that such Entity would have been legally entitled to assert (whether individually or collectively), based on, or relating to, or in any manner arising from, in whole or in part, the Debtor (including the management, ownership, or operation thereof, or otherwise), any securities issued by the Debtor and the ownership thereof, the Debtor's in- or out-of-court restructuring efforts, any avoidance actions, the Chapter 11 Case, the formulation, preparation, dissemination, negotiation, or filing of the Term Sheet, the RSA, the Disclosure Statement, the Sale Motion, the Plan, the Plan Supplement, or any other transaction, contract, instrument, release, or other agreement or document created or entered into in connection with the Sale, the Plan, the Plan Supplement, the Chapter 11 Case, the filing of the Chapter 11 Case, the pursuit of the Confirmation Order, the pursuit of the Sale Order, the pursuit of consummation, the administration and implementation of the Plan, including the distribution of property under the Plan or any other related agreement, or upon any other related act or omission, transaction, agreement, event, or other occurrence or omission taking place on or before the Effective Date. Notwithstanding anything to the contrary in the foregoing, the releases set forth above do not release (1) any post Effective Date obligations of any party or entity under the Plan or any document, instrument, or agreement (including those set forth in the Plan Supplement) executed to implement the Plan; (2) any obligations under or in respect of the Sale Order; or (3) the Retained Causes of Action.

Each Person and Entity deemed to grant the Debtor releases shall be deemed to have granted such releases notwithstanding that such Person or Entity may hereafter discover facts in addition to, or different from, those which such Person or Entity now knows or believes to be true, and without regard to the subsequent discovery or existence of such different or additional facts,

and such Person or Entity expressly waives any and all rights that such Person or Entity may have under any statute or common law principle, including, without limitation, section 1542 of the California Civil Code, to the extent such section is applicable, which would limit the effect of such releases to those claims or Causes of Action actually known or suspected to exist on the Effective Date. Section 1542 of the California Civil Code generally provides as follows: “A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY.”

Article IX.B. of the Plan: Releases by Holders of Claims and Interests

As of the Effective Date, each Releasing Party is deemed to have released and discharged each Released Party from any and all claims and Causes of Action, whether known or unknown, including any claims and Causes of Action that the Debtor or its estate would have been legally entitled to assert in its own right including any claims or Causes of Action that could be asserted derivatively or on behalf of the Debtor (or its estate), that such Entity would have been legally entitled to assert (whether individually or collectively), based on, relating to, or in any manner arising from, in whole or in part, the Debtor (including the management, ownership or operation thereof, or otherwise), any securities issued by the Debtor and the ownership thereof, the Debtor’s in- or out-of-court restructuring efforts, any avoidance actions, the Chapter 11 Case, the formulation, preparation, dissemination, negotiation, or filing of the Term Sheet, the RSA, the Disclosure Statement, the Sale Motion, the Plan, the Plan Supplement, or any other transaction, contract, instrument, release, or other agreement or document created or entered into in connection with the Sale, the Plan, the Plan Supplement, the Chapter 11 Case, the filing of the Chapter 11 Case, the pursuit of the Confirmation Order, the pursuit of the Sale Order, the pursuit of consummation, the administration and implementation of the Plan, including the distribution of property under the Plan or any other related agreement, or upon any other related act or omission, transaction, agreement, event, or other occurrence or omission taking place on or before the Effective Date. Notwithstanding anything to the contrary in the foregoing, the releases set forth above do not release (1) any post Effective Date obligations of any party or entity under the Plan or any document, instrument, or agreement (including those set forth in the Plan Supplement) executed to implement the Plan; (2) any obligations under or in respect of the Sale Order; or (3) the Retained Causes of Action.

Each Person and Entity deemed to grant the releases described in this Section shall be deemed to have granted such releases notwithstanding that such Person or Entity may hereafter discover facts in addition to, or different from, those which such Person or Entity now knows or believes to be true, and without regard to the subsequent discovery or existence of such different or additional facts, and such Person or Entity expressly waives any and all rights that such Person or Entity may have under any statute or common law principle, including, without limitation, section 1542 of the California Civil Code, to the extent such section is applicable, which would limit the effect of such releases to those claims or Causes of Action actually known or suspected to exist on the Effective Date. Section 1542 of the California Civil Code generally provides as follows: “A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR

OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY.”

Article IX.D. of the Plan: Injunction

Except as otherwise provided in the Plan or the Confirmation Order, all Entities who have held, hold, or may hold claims, Interests, Causes of Action, or liabilities that: (1) are subject to compromise and settlement pursuant to the terms of the Plan; (2) have been released pursuant to the Plan; (3) were purchased and released by a purchaser in connection with the Sale; (4) are subject to exculpation pursuant to the Plan; or (5) are otherwise discharged, satisfied, stayed, released, or terminated pursuant to the terms of the Plan, are permanently enjoined and precluded, from and after the Effective Date, from commencing or continuing in any manner, any action or other proceeding, including on account of any claims, Interests, Causes of Action, or liabilities that have been compromised or settled against the Debtor or any Entity so released or exculpated (or the property or estate of any Entity, directly or indirectly, so released or exculpated) on account of, or in connection with or with respect to, any discharged, released, settled, compromised, or exculpated claims, Interests, Causes of Action, or liabilities, including being permanently enjoined and precluded, from and after the Effective Date, from taking any of the following actions against, as applicable, the Debtor, the Liquidating Trust, the Released Parties, or Exculpated Parties (as applicable): (1) commencing or continuing in any manner any action or other proceeding of any kind on account of or in connection with or with respect to any such claims or Interests; (2) enforcing, attaching, collecting, or recovering by any manner or means any judgment, award, decree, or order against such Entities on account of or in connection with or with respect to any such claims or Interests; (3) creating, perfecting, or enforcing any lien or encumbrance of any kind against such Entities or the property or the estate of such Entities on account of or in connection with or with respect to any such claims or Interests; (4) asserting any right of setoff or subrogation of any kind against any obligation due from such Entities or against the property of such Entities on account of or in connection with or with respect to any such claims or Interests unless such Entity has timely asserted such setoff right in a document filed with the Bankruptcy Court explicitly preserving such setoff, and notwithstanding an indication of a Claim or Interest or otherwise that such Entity asserts, has, or intends to preserve any right of setoff pursuant to applicable law or otherwise; and (5) commencing or continuing in any manner any action or other proceeding of any kind on account of or in connection with or with respect to any such claims or Interests released or settled pursuant to the Plan.

Upon the Bankruptcy Court’s entry of the Confirmation Order, all Holders of Claims and Interests and other parties in interest, along with their respective present or former employees, agents, officers, directors, or principals, shall be enjoined from taking any actions to interfere with the implementation or consummation of this Plan by the Debtor, the Liquidating Trustee, and their respective affiliates, employees, advisors, officers and directors, or agents.

Article XII.I. of the Plan: Term of Injunctions or Stays

Except as otherwise provided in this Plan, to the maximum extent permitted by applicable law and subject to the Bankruptcy Court's post-confirmation jurisdiction to modify the injunctions and stays under this Plan (1) all injunctions with respect to or stays against an action against property of the Debtor or the Debtor's Estate arising under or entered during the Chapter 11 Case under sections 105 or 362 of the Bankruptcy Code, and in existence on the date the Confirmation Order is entered, shall remain in full force and effect until such property is no longer property of the Debtor or the Debtor's Estate; and (2) all other injunctions and stays arising under or entered during the Chapter 11 Case under sections 105 or 362 of the Bankruptcy Code shall remain in full force and effect until the earliest of (a) the date that the Chapter 11 Case is closed pursuant to a Final Order of the Bankruptcy Court, or (b) the date that the Chapter 11 Case is dismissed pursuant to a Final Order of the Bankruptcy Court. All injunctions or stays contained in the Plan or the Confirmation Order shall remain in full force and effect indefinitely.

Item 3. Class 3 Claims Vote on Plan:

The undersigned transmits the following votes, and releases of Beneficial Holders of Class 3 Claims and certifies that the following Beneficial Holders of Class 3 Claims, as identified by their respective customer account numbers set forth below, are the Beneficial Holders of such Claims as of the Voting Record Date and have delivered to the undersigned, as Nominee, ballots (the "Ballots") casting such votes.

Indicate in the appropriate column below the aggregate principal amount voted for each account or attach such information to this Master Ballot in the form of the following table. Please note that each holder must vote all such Beneficial Holder's Class 3 Claims to accept or reject the Plan and may not split such vote. Any Beneficial Holder Ballot executed by the Beneficial Holder that does not indicate an acceptance or rejection of the Plan or that indicates both an acceptance and a rejection of the Plan will not be counted.

[Remainder of page intentionally left blank.]

Your Customer Account Number for Each Beneficial Holder of Class 3 Claims	Principal Amount Held as of Voting Record Date	Indicate the vote cast from Item 2 of the Beneficial Holder Ballot by checking the appropriate box below.			Indicate Opt Out of Giving the Third Party Release from Item 3 of the Beneficial Holder Ballot by checking the box below.
		Accept the Plan	or	Reject the Plan	
1	\$	<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>
2	\$	<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>
3	\$	<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>
4	\$	<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>
5	\$	<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>
6	\$	<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>
TOTALS	\$				

Item 4. Other Class 3 Ballots Submitted by Beneficial Holders:

The undersigned certifies that it has transcribed in the following table the information, if any, provided by the Beneficial Holders in Item 5 of the Beneficial Holder Ballot:

YOUR customer account number and/or Customer Name for each Beneficial Holder who completed Item 5 of the Beneficial Holder Ballot.	Transcribe from Item 4 of the Beneficial Holder Ballot			
	Account Number	Name of Registered Holder or Nominee	Principal Amount of other Class 3 Claims	CUSIP of other Class 3 Claims Votes
1.			\$	
2.			\$	
3.			\$	
4.			\$	
5.			\$	

Item 5. Certifications

By Signing this Ballot, the undersigned certifies to the Court and the Debtor that:

1. it has received a copy of the Disclosure Statement, the Plan, the Master Ballots, the Beneficial Holder Ballots, and the remainder of the Solicitation Package and has delivered the same to the Beneficial Holders of the Class 3 Claims listed in Item 3 above;
2. it has received a completed and signed Beneficial Holder Ballot (or vote submission in accordance with its customary procedures) from each Beneficial Holder listed in Item 3 of this Master Ballot;
3. it is the registered holder of all Class 3 Claims listed in Item 3 above being voted, or it has been authorized by each Beneficial Holder of Class 3 Claims listed in Item 3 above to vote on the Plan;
4. no other Master Ballots with respect to the same Class 3 Claims identified in Item 3 have been cast or, if any other Master Ballots have been cast with respect to such Claims, then any such earlier received Master Ballots are hereby revoked;
5. it has properly disclosed: (i) the number of Beneficial Holders of Class 3 Claims who completed the Beneficial Holder Ballots or otherwise conveyed its vote; (ii) the respective amounts of the Class 3 Claims owned, as the case may be, by each Beneficial Holder of Class 3 Claims who completed a Beneficial Holder Ballot; (iii) each such Beneficial Holder of Class 3 Claims' respective vote concerning the Plan; (iv) each such Beneficial Holder of Class 3 Claims' certification as to other Class 3 Claims voted; and (v) the customer account or other identification number for each such Beneficial Holder of Class 3 Claims; and
6. it will maintain Ballots and evidence of separate transactions returned by Beneficial Holders of Class 3 Claims (whether properly completed or defective) for at least one (1) year after the Effective Date of the Plan and disclose all such information to the Court or the Debtors, if so ordered.

Name of DTC Participant:	_____
	(Print or Type)
Participant Number:	_____
Name of Proxy Holder or Agent for DTC Participant (if applicable):	_____
	(Print or Type)
Signature:	_____
Name of Signatory:	_____

Title:	_____
Address:	_____

Date Completed:	_____
Email Address:	_____

**Tricida, Inc. Ballot Processing Center
c/o KCC
222 N. Pacific Coast Highway, Suite 300
El Segundo, California 90245**

E-Mail: TricidaBallots@kccllc.com

**PLEASE COMPLETE, SIGN, AND DATE THE BALLOT
AND RETURN IT PROMPTLY IN ACCORDANCE WITH
ONE OF THE APPROVED SUBMISSION METHODS
DESCRIBED ABOVE. YOUR BALLOT MUST BE
ACTUALLY RECEIVED BY THE VOTING DEADLINE,
WHICH IS 4:00 P.M. PREVAILING EASTERN TIME ON
MARCH 30, 2023**

Instructions for Completing Ballots

1. The Debtor is soliciting the votes of Holders of Claims with respect to the Plan attached as **Exhibit A** to the Disclosure Statement. Capitalized terms used in the Ballot or in these instructions (the “**Ballot Instructions**”) but not otherwise defined therein or herein shall have the meaning set forth in the Plan or the Disclosure Statement Order, as applicable.

2. The Court may confirm the Plan and thereby bind you by the terms of the Plan. Please review the Disclosure Statement for more information.

3. You should immediately distribute the Solicitation Package and the Beneficial Holder Ballots (or other customary material used to collect votes in lieu of the Beneficial Holder Ballot) to all Beneficial Holders of Class 3 Claims and take any action required to enable each such Beneficial Holder to vote timely the Claims that it holds. You may distribute the Solicitation Packages to Beneficial Holders, as appropriate, in accordance with your customary practices. You are authorized to collect votes to accept or to reject the Plan from Beneficial Holders in accordance with your customary practices, including the use of a “voting instruction form” in lieu of (or in addition to) a Beneficial Holder Ballot, and collecting votes from Beneficial Holders through online voting, by phone, facsimile, or other electronic means. Any Beneficial Holder Ballot returned to you by a Beneficial Holder of Class 3 Claims shall not be counted for purposes of accepting or rejecting the Plan until you properly complete and deliver, to the Voting Agent, a Master Ballot that reflects the vote of such Beneficial Holders by **March 30, 2023, at 4:00 p.m., prevailing Eastern Time** or otherwise validate the Master Ballot in a manner acceptable to the Voting Agent.

4. If you are transmitting the votes of any Beneficial Holder of Claims other than yourself, you may either:

- a. “Pre-validate” the individual Class 3 Noteholder Claims Beneficial Holder Ballot contained in the Solicitation Package and then forward the Solicitation Package to the Beneficial Holder of Class 3 Claim for voting within five (5) Business Days after the receipt by such Nominee of the Solicitation Package, with the Beneficial Holder then returning the individual Beneficial Holder Ballot directly to the Voting Agent. A Nominee “pre-validates” Beneficial Holder’s Ballot by signing the Beneficial Holder Ballot and including their DTC participant number; indicating the account number of the Beneficial Holder and the principal amount of Class 3 Claim held by the Nominee for such Beneficial Holder; and then forwarding the Beneficial Holder Ballot together with the Solicitation Package to the Beneficial Holder. The Beneficial Holder then completes the remaining information requested on the Beneficial Holder Ballot and returns the Beneficial Holder Ballot directly to the Voting Agent. A list of the Beneficial Holders to whom “pre-validated” Beneficial Holder Ballots were delivered should be maintained by Nominees for inspection for at least one year from the Effective Date; or
- b. Within five (5) Business Days after receipt by such Nominee of the Solicitation Package, forward the Solicitation Package to the Beneficial Holder of the Class 3

Claim for voting, with the Beneficial Holder then returning the individual Beneficial Holder Ballot to the Nominee. In such case, the Nominee will tabulate the votes of its respective owners on a Master Ballot that will be provided to the Nominee separately by the Voting Agent, in accordance with any instructions set forth in the instructions to the Master Ballot, and then return the Master Ballot to the Voting Agent. The Nominee should advise the Beneficial Holder to return their individual Beneficial Holder Ballots (or otherwise transmit their vote) to the Nominee by a date calculated by the Nominee to allow it to prepare and return the Master Ballot to the Voting Agent so that the Master Ballot is actually received by the Voting Agent on or before the Voting Deadline.

5. With regard to any Beneficial Holder Ballots returned to you by a Beneficial Holder, you must: (a) compile and validate the votes and other relevant information of each such Beneficial Holder on the Master Ballot using the customer name or account number assigned by you to each such Beneficial Holder; (b) execute the Master Ballot; (c) transmit such Master Ballot to the Voting Agent by the Voting Deadline; and (d) retain such Beneficial Holder Ballots from Beneficial Holders, whether in hard copy or by electronic direction, in your files for a period of one (1) year after the Effective Date of the Plan. You may be ordered to produce the Beneficial Holder Ballots (or evidence of the vote transmitted to you) to the Debtors or the Court.

6. Except as otherwise provided herein or unless waived by the Debtor or permitted by order of the Bankruptcy Court, unless the Ballot being furnished is timely submitted on or prior to the Voting Deadline, the Debtor shall reject such Ballot as invalid and, therefore, decline to count it in connection with confirmation of the Plan.

7. If multiple Master Ballots are received from the same Nominee with respect to the same Claims voted on a Beneficial Holder Ballot prior to the Voting Deadline, the latest, timely received, and properly completed Master Ballot will supersede and revoke any earlier received Master Ballots.

8. The following Ballots shall not be counted:

- a. any Master Ballot that is illegible or contains insufficient information to permit the identification of the Holder;
- b. any Master Ballot cast by a person who does not hold, or represent a person that holds, a Claim in a Voting Class as of the Voting Record Date;
- c. any Master Ballot sent by facsimile or any electronic means other than electronic mail;
- d. any unsigned Master Ballot;
- e. any Master Ballot that does not contain an original signature provided however, that any Master Ballot submitted via electronic mail shall be deemed to contain an original signature;

- f. votes contained on a Master Ballot not marked to accept or reject the Plan or marked both to accept and reject; and
- g. any Master Ballot submitted by any party not entitled to cast a vote with respect to the Plan.

9. The method of delivery of Master Ballots to the Voting Agent is at the election and risk of each Nominee of Class 3 Claim. Except as otherwise provided herein, such delivery will be deemed made only when the Voting Agent actually receives the executed Master Ballot. In all cases, Beneficial Holders and Nominees should allow sufficient time to assure timely delivery.

10. If you are signing a Ballot in your capacity as a trustee, executor, administrator, guardian, attorney in fact, officer of a corporation, or otherwise acting in a fiduciary or representative capacity, you should indicate such capacity when signing and, if requested by KCC, the Debtor, or the Court, you must submit proper evidence to the requesting party to so act on behalf of such Holder.

11. If you are both the Nominee and the Beneficial Holder of any of the Class 3 Claims and you wish to vote such Claims, you may return a Beneficial Holder Ballot or Master Ballot for such Class 3 Claims and you must vote your entire Claims in the same Class to either to accept or reject the Plan and may not split your vote. Accordingly, a Beneficial Holder Ballot, other than a Master Ballot with the votes of multiple Beneficial Holders that partially rejects and partially accepts the Plan will not be counted.

12. For purposes of the numerosity requirement of section 1126(c) of the Bankruptcy Code, the Debtors and the Voting Agent shall use reasonable efforts to aggregate separate Claims held by a single creditor in a particular Class and treat such creditor as if such creditor held one Claim in such Class, and all votes related to such Claim will be treated as a single vote to accept or reject the Plan; provided, however, that if separate affiliated entities hold Claims in a particular Class, these Claims will not be aggregated and will not be treated as if such creditor held one Claim in such Class, and the vote of each affiliated entity may be counted separately as a vote to accept or reject the Plan.

13. The Debtor, subject to contrary order of the Bankruptcy Court, may waive any defect or irregularity as to any particular Ballot at any time, either before or after the close of voting, and any such waiver shall be documented in the Voting Declaration.

14. Neither the Debtor, KCC, nor any other Entity will be under any duty to provide notification of defects or irregularities with respect to delivered Ballots other than as provided in the Voting Declaration, nor will any of them incur any liability for failure to provide such notification.

15. Unless waived by the Debtor, subject to contrary order of the Bankruptcy Court, any defects or irregularities in connection with deliveries of Ballots must be cured prior to the Voting Deadline or such Ballots will not be counted.

16. The Master Ballot is not a letter of transmittal and may not be used for any purpose other than to vote to accept or reject the Plan. Accordingly, at this time, Holders of Claims should not surrender certificates or instruments representing or evidencing their Claim, and neither the Debtor nor KCC will accept delivery of any such certificates or instruments surrendered together with a Ballot.

17. This Master Ballot does not constitute, and shall not be deemed to be: (i) a Proof of Claim or (ii) an assertion or admission of a Claim.

18. Votes cast by Beneficial Holders through a Nominee will be applied against the positions held by such entities in the Class 3 Claims as of the Voting Record Date, as evidenced by the record and depository listings.

19. Votes submitted by a Nominee, whether pursuant to a Master Ballot or pre-validated Beneficial Holder Ballots, will not be counted in excess of the record amount of the Class 3 Claims held by such Nominee.

20. To the extent that conflicting votes or “over-votes” are submitted by a Nominee, whether pursuant to a Master Ballot or pre-validated Beneficial Holder Ballots, the Voting Agent will attempt to reconcile discrepancies with the Nominee.

21. To the extent that over-votes on a Master Ballot or pre-validated Beneficial Holder Ballots are not reconcilable prior to the preparation of the vote certification, the Voting Agent will apply the votes to accept and reject the Plan in the same proportion as the votes to accept and reject the Plan submitted on the Master Ballot or pre-validated Beneficial Holder Ballots that contained the over-vote, but only to the extent of the Nominee’s position in Class e Claims.

22. For purposes of tabulating votes, each holder holding through a particular account will be deemed to have voted the principal amount relating its holding in that particular account, although the Voting Agent may be asked to adjust such principal amount to reflect the claim amount.

23. If you believe you have received the wrong Ballot, you should contact KCC immediately by calling or emailing at (877) 499-4509 (U.S./Canada) or (917) 281-4800 (International) or trucidaballots@kccllc.com, referencing “Tricida Inc. Ballots” in the subject line.

PLEASE SUBMIT YOUR BALLOT PROMPTLY

IF YOU HAVE ANY QUESTIONS REGARDING THIS MASTER BALLOT OR THE VOTING PROCEDURES, PLEASE CONTACT KCC BY CALLING OR EMAILING AT (877) 499-4509 (U.S./CANADA) OR (917) 281-4800 (INTERNATIONAL), OR EMAIL TRICIDABALLOTS@KCCLLC.COM

If the Voting Agent does not actually receive the Master Ballot reflecting the vote cast on this Class 3 Beneficial Holder Ballot (or your pre-validated Class 3 Beneficial Holder Ballot) on or before March 30, 2023, at 4:00 p.m., prevailing Eastern Time, (and if the Voting Deadline is not extended), your vote transmitted by this Class 3 Beneficial Holder Ballot may be counted toward Confirmation of the Plan only in the sole and absolute discretion of the Debtors.

Exhibit A

Please check one (1) box below to indicate the Plan Class and CUSIP/ISIN to which this Master Ballot pertains (or clearly indicate such information directly on the Master Ballot or on a schedule thereto):

Class 3 (Noteholder Claims)		
<input type="checkbox"/>	3.5% Convertible Senior Notes	89610F AB 7

Exhibit 3-C

Form of Class 4 Ballot

(Patheon Rejection Claims)

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

In re:

TRICIDA, INC.,¹

Debtor.

Chapter 11

Case No. 23-10024 (JTD)

Hearing Date: April 6, 2023 at 10:00 a.m. (ET)

Obj. Deadline: March 30, 2023 at 4:00 p.m. (ET)

**BALLOT FOR VOTING TO ACCEPT OR REJECT THE CHAPTER 11 PLAN OF
LIQUIDATION OF TRICIDA, INC.**

HOLDERS OF CLASS 4 PATHEON REJECTION CLAIMS SHOULD READ THIS ENTIRE BALLOT BEFORE COMPLETING. PLEASE COMPLETE, DATE, AND SIGN THE BALLOT AND RETURN IT TO THE VOTING AGENT IN THE ENCLOSED PREAMBITED, POSTAGE PREPAID ENVELOPE, BY FIRST CLASS MAIL, OVERNIGHT COURIER OR HAND DELIVERY, OR VIA ELECTRONIC BALLOT. YOUR VOTE MUST BE ACTUALLY RECEIVED BY THE VOTING AGENT ON OR BEFORE MARCH 30, 2023 AT 4:00 P.M. (EASTERN TIME) (THE "VOTING DEADLINE").

Tricida Inc., as debtor and debtor in possession (the "Debtor") in the above-captioned chapter 11 case, is soliciting votes with respect to the *Chapter 11 Plan of Liquidation for Tricida, Inc.* (as amended, supplemented, or otherwise modified from time to time, the "Plan"). The Bankruptcy Court for the District of Delaware (the "Bankruptcy Court") has approved that certain *Disclosure Statement for Chapter 11 Plan of Liquidation for Tricida Inc.* (the "Disclosure Statement") as containing adequate information pursuant to section 1125 of the Bankruptcy Code, by entry of an order on January [●], 2023 [Docket No. [●]] (the "Disclosure Statement Order"). Bankruptcy Court approval of the Disclosure Statement does not indicate approval of the Plan by the Bankruptcy Court. Capitalized terms used but not otherwise defined herein shall have the same meanings set forth in the Plan.

You are receiving this Class 4 Ballot because you are a Holder of a Class 4 Claim as of February 27, 2023 (the "Voting Record Date"). Under the terms of the Plan, Holders of Class 4 Claims are entitled to vote to accept or reject the Plan.

Included in Item 3 of this Class 4 Ballot is a Release Opt-Out related to the Releases by Holders of Claims set forth in Article IX of the Plan. You are deemed to have consented to 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.

Releases by Holders of Claims unless you check the Release Opt-Out box under Item 3 of this Ballot, and complete the Certification in Item 3 of this Ballot, and return this Ballot so that it is actually received no later than the Voting Deadline, or timely File an objection to the Releases by Holders of Claims.

Your rights are further described in the Disclosure Statement, which was included in the package (the “Solicitation Package”) you are receiving with this Class 4 Ballot. If you need to obtain additional Solicitation Packages, you may obtain them (at the Debtor’s expense) by (1) calling or emailing the Voting Agent at (866) 476-0898 or (781) 575-2114 (international) or TricidaInfo@kccllc.com; (2) visiting the Debtor’s restructuring website at: <http://www.kccllc.net/tricida>; and/or (3) writing to the Voting Agent at Tricida Inc. Ballot Processing Center c/o KCC, 222 N. Pacific Coast Highway, Suite 300 El Segundo, CA 90245. You may also obtain copies of any pleadings filed in this Chapter 11 Case for a fee via PACER at: <http://www.deb.uscourts.gov>.

This Ballot may not be used for any purpose other than for casting votes to accept or reject the Plan, opting out of the Releases by Holders of Claims, and making certain certifications with respect to the Plan. If you believe you have received this Class 4 Ballot in error, or if you believe that you have received the wrong Ballot, please contact the Voting Agent immediately at the address, or telephone number set forth above.

You should review the Disclosure Statement and the Plan before you vote. You may wish to seek legal advice concerning the Plan and the Plan’s classification and treatment of your Claim. Your Claim has been placed in Class 4 under the Plan. If you hold Claims in more than one Class, you will receive a ballot for each Class in which you are entitled to vote.

If a controversy arises regarding whether any Claim is properly classified under the Plan, the Bankruptcy Court shall, upon proper motion and notice, determine such controversy at the Confirmation Hearing. If the Bankruptcy Court finds that the classification of any Claim is improper, then such Claim shall be reclassified and the Ballot previously cast by the holder of such Claim shall be counted in, and the Claim shall receive the treatment prescribed in, the Class in which the Bankruptcy Court determines such Claim should have been classified, without the necessity of resoliciting any votes on the Plan.

Item 1. Amount of Claim.

The undersigned hereby certifies that as of the Voting Record Date, the undersigned was the Holder of a Class 4 Claim(s) in the following aggregate unpaid principal amount (insert amount in box below):

Amount of Claim: \$ _____

Item 2. Vote on Plan.

The Holder of the Class 4 Claim set forth in Item 1 votes to (please check only one box):

<input type="checkbox"/> <u>ACCEPT</u> (vote FOR) the Plan	<input type="checkbox"/> <u>REJECT</u> (vote AGAINST) the Plan
---	---

Item 3. The Plan Includes Certain Injunction, Release, and Exculpation Provisions.

Selected Defined Terms in the Plan

“Exculpated Parties” means, collectively, in each case in its capacity as such, (a) the Debtor; (b) the Debtor’s directors and officers during the Chapter 11 Case; and (c) with respect to the foregoing causes (a) through (b), to the fullest extent permitted by law, such Person’s Related Parties.

“Released Party” means each of, and in each case in its capacity as such: (a) the Debtor; (b) the Consenting Noteholder Releasing Parties; and (c) each Related Party of the Debtor or the Consenting Noteholder Releasing Parties, including, for the avoidance of doubt, any professional retained by the Debtor or the Consenting Noteholders in connection with this Chapter 11 Case.]

“Releasing Parties” means collectively, and in each case, in their respective capacities as such, (a) the Debtor; (b) the Consenting Noteholder Releasing Parties; (c) all Holders of Claims deemed hereunder to have accepted the Plan that have not filed an objection to the release contained in Article IX herein prior to the Voting Deadline; (d) all Holders of a Claim or Interest that (i) vote to accept or reject the Plan and do not timely submit a Release Opt-Out, or (ii) do not vote to accept or reject the Plan and either do not timely submit a Release Opt-Out or do not file an objection to the releases contained in Article IX herein prior to the Voting Deadline; (e) to the maximum extent permitted by Law; each current and former Affiliate of each Person or Entity in clauses (a) through (d); and (f) to the maximum extent permitted by Law, each Related Party of each Entity in clauses (a) through (d).

Select Provisions of the Plan

Article IX.C. of the Plan: Exculpation

Except as otherwise specifically provided in the Plan, no Exculpated Party shall have or incur liability for, and each Exculpated Party is exculpated from any Cause of Action for any Claim related to any act or omission in connection with, relating to, or arising out of, the Chapter 11 Case, the formulation, preparation, dissemination, negotiation, or filing of the Debtor’s in court restructuring efforts, the Term Sheet, the RSA, the Disclosure Statement, the Sale Motion, the Plan, the Plan Supplement, or any restructuring transaction, contract, instrument, release, or other agreement or document created or entered into in connection with the Sale, the Plan, the Plan Supplement, the Chapter 11 Case, the filing of the Chapter 11 Case, the pursuit of the Confirmation

Order, the pursuit of the Sale Order, the pursuit of consummation, the administration and implementation of the Plan, including the distribution of property under the Plan or any other related agreement, or upon any other related act or omission, transaction, agreement, event, or other occurrence or omission taking place between the Petition Date and the Effective Date, except for claims related to any act or omission that is determined in a final order by a court of competent jurisdiction to have constituted actual intentional fraud, willful misconduct, or gross negligence of such Person, but in all respects such Entities shall be entitled to reasonably rely upon the written advice of counsel with respect to their duties and responsibilities pursuant to the Plan.

Article IX.A. of the Plan: Releases by the Debtor

As of the Effective Date, pursuant to section 1123(b) of the Bankruptcy Code and for good and valuable consideration, each Released Party is deemed released by the Debtor and its estate from any and all claims and Causes of Action, whether known or unknown, including any claims and Causes of Action that the Debtor or its estate would have been legally entitled to assert in its own right including any claims or Causes of Action that could be asserted derivatively or on behalf of the Debtor (or its estate), that such Entity would have been legally entitled to assert (whether individually or collectively), based on, or relating to, or in any manner arising from, in whole or in part, the Debtor (including the management, ownership, or operation thereof, or otherwise), any securities issued by the Debtor and the ownership thereof, the Debtor's in- or out-of-court restructuring efforts, any avoidance actions, the Chapter 11 Case, the formulation, preparation, dissemination, negotiation, or filing of the Term Sheet, the RSA, the Disclosure Statement, the Sale Motion, the Plan, the Plan Supplement, or any other transaction, contract, instrument, release, or other agreement or document created or entered into in connection with the Sale, the Plan, the Plan Supplement, the Chapter 11 Case, the filing of the Chapter 11 Case, the pursuit of the Confirmation Order, the pursuit of the Sale Order, the pursuit of consummation, the administration and implementation of the Plan, including the distribution of property under the Plan or any other related agreement, or upon any other related act or omission, transaction, agreement, event, or other occurrence or omission taking place on or before the Effective Date. Notwithstanding anything to the contrary in the foregoing, the releases set forth above do not release (1) any post Effective Date obligations of any party or entity under the Plan or any document, instrument, or agreement (including those set forth in the Plan Supplement) executed to implement the Plan; (2) any obligations under or in respect of the Sale Order; or (3) the Retained Causes of Action.

Each Person and Entity deemed to grant the Debtor releases shall be deemed to have granted such releases notwithstanding that such Person or Entity may hereafter discover facts in addition to, or different from, those which such Person or Entity now knows or believes to be true, and without regard to the subsequent discovery or existence of such different or additional facts, and such Person or Entity expressly waives any and all rights that such Person or Entity may have under any statute or common law principle, including, without limitation, section 1542 of the California Civil Code, to the extent such section is applicable, which would limit the effect of such releases to those claims or Causes of Action actually known or suspected to exist on the Effective Date. Section 1542 of the California Civil Code generally provides as follows: "A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD

HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY.”

Article IX.B. of the Plan: Releases by Holders of Claims and Interests

As of the Effective Date, each Releasing Party is deemed to have released and discharged each Released Party from any and all claims and Causes of Action, whether known or unknown, including any claims and Causes of Action that the Debtor or its estate would have been legally entitled to assert in its own right including any claims or Causes of Action that could be asserted derivatively or on behalf of the Debtor (or its estate), that such Entity would have been legally entitled to assert (whether individually or collectively), based on, relating to, or in any manner arising from, in whole or in part, the Debtor (including the management, ownership or operation thereof, or otherwise), any securities issued by the Debtor and the ownership thereof, the Debtor’s in- or out-of-court restructuring efforts, any avoidance actions, the Chapter 11 Case, the formulation, preparation, dissemination, negotiation, or filing of the Term Sheet, the RSA, the Disclosure Statement, the Sale Motion, the Plan, the Plan Supplement, or any other transaction, contract, instrument, release, or other agreement or document created or entered into in connection with the Sale, the Plan, the Plan Supplement, the Chapter 11 Case, the filing of the Chapter 11 Case, the pursuit of the Confirmation Order, the pursuit of the Sale Order, the pursuit of consummation, the administration and implementation of the Plan, including the distribution of property under the Plan or any other related agreement, or upon any other related act or omission, transaction, agreement, event, or other occurrence or omission taking place on or before the Effective Date. Notwithstanding anything to the contrary in the foregoing, the releases set forth above do not release (1) any post Effective Date obligations of any party or entity under the Plan or any document, instrument, or agreement (including those set forth in the Plan Supplement) executed to implement the Plan; (2) any obligations under or in respect of the Sale Order; or (3) the Retained Causes of Action.

Each Person and Entity deemed to grant the releases described in this Section shall be deemed to have granted such releases notwithstanding that such Person or Entity may hereafter discover facts in addition to, or different from, those which such Person or Entity now knows or believes to be true, and without regard to the subsequent discovery or existence of such different or additional facts, and such Person or Entity expressly waives any and all rights that such Person or Entity may have under any statute or common law principle, including, without limitation, section 1542 of the California Civil Code, to the extent such section is applicable, which would limit the effect of such releases to those claims or Causes of Action actually known or suspected to exist on the Effective Date. Section 1542 of the California Civil Code generally provides as follows: “A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY.”

Article IX.D. of the Plan: Injunction

Except as otherwise provided in the Plan or the Confirmation Order, all Entities who have held, hold, or may hold claims, Interests, Causes of Action, or liabilities that: (1) are subject to compromise and settlement pursuant to the terms of the Plan; (2) have been released pursuant to the Plan; (3) were purchased and released by a purchaser in connection with the Sale; (4) are subject to exculpation pursuant to the Plan; or (5) are otherwise discharged, satisfied, stayed, released, or terminated pursuant to the terms of the Plan, are permanently enjoined and precluded, from and after the Effective Date, from commencing or continuing in any manner, any action or other proceeding, including on account of any claims, Interests, Causes of Action, or liabilities that have been compromised or settled against the Debtor or any Entity so released or exculpated (or the property or estate of any Entity, directly or indirectly, so released or exculpated) on account of, or in connection with or with respect to, any discharged, released, settled, compromised, or exculpated claims, Interests, Causes of Action, or liabilities, including being permanently enjoined and precluded, from and after the Effective Date, from taking any of the following actions against, as applicable, the Debtor, the Liquidating Trust, the Released Parties, or Exculpated Parties (as applicable): (1) commencing or continuing in any manner any action or other proceeding of any kind on account of or in connection with or with respect to any such claims or Interests; (2) enforcing, attaching, collecting, or recovering by any manner or means any judgment, award, decree, or order against such Entities on account of or in connection with or with respect to any such claims or Interests; (3) creating, perfecting, or enforcing any lien or encumbrance of any kind against such Entities or the property or the estate of such Entities on account of or in connection with or with respect to any such claims or Interests; (4) asserting any right of setoff or subrogation of any kind against any obligation due from such Entities or against the property of such Entities on account of or in connection with or with respect to any such claims or Interests unless such Entity has timely asserted such setoff right in a document filed with the Bankruptcy Court explicitly preserving such setoff, and notwithstanding an indication of a Claim or Interest or otherwise that such Entity asserts, has, or intends to preserve any right of setoff pursuant to applicable law or otherwise; and (5) commencing or continuing in any manner any action or other proceeding of any kind on account of or in connection with or with respect to any such claims or Interests released or settled pursuant to the Plan.

Upon the Bankruptcy Court's entry of the Confirmation Order, all Holders of Claims and Interests and other parties in interest, along with their respective present or former employees, agents, officers, directors, or principals, shall be enjoined from taking any actions to interfere with the implementation or consummation of this Plan by the Debtor, the Liquidating Trustee, and their respective affiliates, employees, advisors, officers and directors, or agents.

Article XII.I. of the Plan: Term of Injunctions or Stays

Except as otherwise provided in this Plan, to the maximum extent permitted by applicable law and subject to the Bankruptcy Court's post-confirmation jurisdiction to modify the injunctions and stays under this Plan (1) all injunctions with respect to or stays against an action against property of the Debtor or the Debtor's Estate arising under or entered during the Chapter 11 Case under sections 105 or 362 of the Bankruptcy Code, and in existence on the date the Confirmation Order is entered, shall remain in full force and effect until such property is no longer property of the Debtor or the Debtor's Estate; and (2) all other injunctions and stays arising under or entered during the Chapter 11 Case under sections 105 or 362 of the Bankruptcy Code shall remain in full

force and effect until the earliest of (a) the date that the Chapter 11 Case is closed pursuant to a Final Order of the Bankruptcy Court, or (b) the date that the Chapter 11 Case is dismissed pursuant to a Final Order of the Bankruptcy Court. All injunctions or stays contained in the Plan or the Confirmation Order shall remain in full force and effect indefinitely.

**IMPORTANT INFORMATION REGARDING THE THIRD PARTY RELEASE IN
ARTICLE IX.B. OF THE PLAN:**

IF YOU ARE A “RELEASED PARTY” OR YOU VOTE TO ACCEPT THE PLAN, YOU SHALL BE A “RELEASING PARTY” UNDER THE PLAN AND YOU WILL BE DEEMED TO HAVE CONSENTED TO THE RELEASE PROVISIONS SET FORTH IN ARTICLE IX.B. THEREOF.

The Holder of the Class 4 Claim against the Debtor set forth in Item 1 elects to:
 OPT OUT of the Third Party Release set forth in Section IX.B. of the Plan

Item 4. Certifications

By Signing this Ballot, the undersigned certifies to the Court and the Debtor:

1. that as of the Voting Record Date, the undersigned is either: (a) the Holder of the Class 4 Claim(s) (Patheon Rejection Claims) being voted or (b) an authorized signatory for the Holder of the Class 4 Claim(s) (Patheon Rejection Claims) being voted;
2. that it has received the Solicitation Package and acknowledges that the solicitation is being made pursuant to the terms and conditions set forth therein;
3. that it has cast the same vote with respect to all Class 4 Claims (Patheon Rejection Claims) held by it or the Holder on whose behalf it is submitting this Ballot, as applicable;
4. that no other Ballots with respect to the amount of the Class 4 (Patheon Rejection Claims) Claim(s) identified in Item 2 have been cast or, if any other Ballots have been cast with respect to such Claim(s), then any such Ballots dated earlier are hereby revoked;
5. it acknowledges that a vote to accept the Plan constitutes an acceptance of the treatment of the Class 4 Claim(s) (Patheon Rejection Claims) held by it or the Holder on whose behalf it is submitting this Ballot, as applicable;
6. that it understands and, if accepting the Plan, agrees with the treatment provided under the Plan for the Claim(s) held by it or the Holder on whose behalf it is submitting this Ballot, as applicable;
7. that it understands that, if it casts a vote to accept the Plan, it or the Holder on whose behalf it is submitting this Ballot, as applicable, shall be a “Releasing Party” under the Plan (unless such Holder is already a “Releasing Party” by virtue of being a “Released Party”);

8. that it acknowledges and understands that (a) if no Holders of Claims eligible to vote in a particular Class vote to accept or reject the Plan, the Plan shall be deemed accepted by the Holders of such Claims in such Class and (b) any Class of Claims that does not have a Holder of an Allowed Claim or a Claim temporarily allowed by the Court as of the date of the Confirmation Hearing may be deemed eliminated from the Plan for purposes of voting to accept or reject the Plan and for purposes of determining acceptance or rejection of the Plan by such Class pursuant to section 1129(a)(8) of the Bankruptcy Code; and

9. that it acknowledges and agrees that the Debtor may make conforming changes to the Plan to the extent provided by Bankruptcy Rule 3019 as may be reasonably necessary and that the Debtor will not re-solicit acceptances or rejections of the Plan in the event of such conforming changes.

Name of Holder: _____

Signature: _____

Name of Signatory (If other than Holder²: _____

Title: _____

Address: _____

Telephone Number: _____

E-mail Address: _____

Date Completed: _____

**PLEASE COMPLETE, SIGN, AND DATE THE BALLOT
AND RETURN IT PROMPTLY IN ACCORDANCE WITH
ONE OF THE APPROVED SUBMISSION METHODS
DESCRIBED ABOVE. YOUR BALLOT MUST BE
ACTUALLY RECEIVED BY THE VOTING DEADLINE,
WHICH IS 4:00 P.M. PREVAILING EASTERN TIME ON
MARCH 30, 2023**

² If you are completing this Ballot on behalf of another person or entity, indicate your relationship with such person or entity and the capacity in which you are signing. You may be required to provide additional information or documentation with respect to such relationship.

PLEASE COMPLETE, SIGN, AND DATE THIS BALLOT AND RETURN IT IN THE PROVIDED RETURN ENVELOPE *PROMPTLY* VIA FIRST CLASS MAIL, OVERNIGHT COURIER, OR HAND DELIVERY TO:

<u>If by First Class Mail:</u>	<u>If by Overnight Courier or Hand Delivery:</u>
Tricida Ballot Processing Center c/o KCC 222 N. Pacific Coast Highway, Suite 300 El Segundo, CA 90245	Tricida Ballot Processing Center c/o KCC 222 N. Pacific Coast Highway, Suite 300 El Segundo, CA 90245

**PLEASE SELECT JUST ONE OPTION TO VOTE.
EITHER RETURN A PROPERLY EXECUTED PAPER BALLOT WITH YOUR VOTE**

OR

IF COMPLETING AND SUBMITTING THIS BALLOT BY USING THE eBALLOT PLATFORM, You will need the following information to retrieve and submit your customized eBallot:

<https://eballot.kccllc.net/Tricida>

Unique eBallot ID#: _____
PIN#: _____

Holders of Claims who cast an eBallot should NOT also submit a paper ballot.

IF THE VOTING AGENT DOES NOT ***ACTUALLY RECEIVE*** THIS BALLOT BY MARCH 30, 2023 AT 4:00 P.M. (**PREVAILING EASTERN TIME**) (AND IF THE VOTING DEADLINE IS NOT EXTENDED), YOUR VOTE TRANSMITTED BY THIS BALLOT MAY BE COUNTED TOWARD CONFIRMATION OF THE PLAN ONLY IN THE DISCRETION OF THE DEBTOR.

Instructions for Completing Ballots

1. The Debtor is soliciting the votes of Holders of Claims with respect to the Plan attached as **Exhibit A** to the Disclosure Statement. Capitalized terms used in the Ballot or in these instructions (the “**Ballot Instructions**”) but not otherwise defined therein or herein shall have the meaning set forth in the Plan or the Disclosure Statement Order, as applicable.

2. The Court may confirm the Plan and thereby bind you by the terms of the Plan. Please review the Disclosure Statement for more information.

3. KCC’s “E-Ballot” platform is the sole manner in which Ballots will be accepted via electronic or online transmission. Ballots submitted by facsimile, email, or other means of electronic transmission will not be counted. To have your vote counted, you must electronically complete, sign, and return a customized electronic Ballot by utilizing the E-Ballot on KCC’s website, <http://www.kccllc.net/tricida>. Your Ballot must be received by KCC no later than the Voting Deadline, unless such time is extended by the Debtor.

HOLDERS ARE STRONGLY ENCOURAGED TO SUBMIT THEIR BALLOTS VIA THE E-BALLOT.

4. If you prefer to return a hard copy of your Ballot, you may return it in the enclosed preaddressed, postage prepaid envelope or via first class mail, overnight courier, or hand delivery to:

Tricida Inc. Ballot Processing Center
c/o Kurtzman Carson Consultants LLC
222 N. Pacific Coast Highway
Suite 300
El Segundo, CA 90245

5. To ensure that your vote is counted, you must: (a) complete the Ballot; (b) indicate your decision either to accept or reject the Plan in the boxes provided in Item 3 of the Ballot; and (c) sign and return the Ballot to the address set forth on the enclosed pre-addressed envelope or by a method provided herein. The Voting Deadline for the receipt of Ballots by KCC is 4:00 p.m. (prevailing Eastern Time) on March 30, 2023. Your completed Ballot must be actually received by KCC on or before the Voting Deadline.

6. Except as otherwise provided herein or unless waived by the Debtor or permitted by order of the Bankruptcy Court, unless the Ballot being furnished is timely submitted on or prior to the Voting Deadline, the Debtor shall reject such Ballot as invalid and, therefore, decline to count it in connection with confirmation of the Plan.

7. If you cast more than one Ballot voting the same Claim(s) before the Voting Deadline, the last valid Ballot received on or before the Voting Deadline shall be deemed to reflect your intent and, thus, shall be deemed supersede any prior Ballot. If you simultaneously cast inconsistent Ballots, such Ballots will not be counted.

8. If you cast a Ballot that is properly completed, executed and timely returned to KCC but that does not indicate either an acceptance or rejection of the Plan, the Ballot will not be counted.

9. If you cast a Ballot that is properly completed, executed, and timely returned to KCC but that indicates both an acceptance and a rejection of the Plan, the Ballot will not be counted.

10. You shall be deemed to have voted the full amount of your Claim and shall not be entitled to split your vote within a particular Class. Any Ballot that partially accepts and partially rejects the Plan will not be counted.

11. The following Ballots shall not be counted:

- a. any Ballot that is illegible or contains insufficient information to permit the identification of the Holder;
- b. any Ballot that (A) does not indicate an acceptance or rejection of the Plan, (B) indicates both an acceptance and rejection of the Plan, and/or (C) partially accepts and partially rejects the Plan;
- c. any Ballot cast by a person who does not hold, or represent a person that holds, a Claim in a Voting Class as of the Voting Record Date;
- d. any Ballot received after the Voting Deadline unless the Debtor has granted an extension in writing (including e-mail) with respect to such Ballot. The Holder of a Claim may choose the method of delivery of its Ballot to KCC at its own risk. Delivery of the Ballot will be deemed made only when the original properly executed Ballot is actually received by KCC;
- e. any Ballot delivered by facsimile transmission, electronic mail, or any other means not specifically approved herein, provided that Ballots submitted through the E-Ballot will be counted;
- f. any Ballot sent to a person other than KCC; and
- g. any Ballot not bearing an original signature; provided, however, for the avoidance of doubt, a Ballot submitted via KCC's E-Ballot shall be deemed to contain an original signature.

12. If you are signing a Ballot in your capacity as a trustee, executor, administrator, guardian, attorney in fact, officer of a corporation, or otherwise acting in a fiduciary or representative capacity, you should indicate such capacity when signing and, if requested by KCC, the Debtor, or the Court, you must submit proper evidence to the requesting party to so act on behalf of such Holder. In addition, you should provide their name and mailing address if it is different from that set forth on the attached mailing label or if no such mailing label is attached to the Ballot.

13. The Debtor, subject to contrary order of the Bankruptcy Court, may waive any defect or irregularity as to any particular Ballot at any time, either before or after the close of voting, and any such waiver shall be documented in the Voting Declaration.

14. Neither the Debtor, KCC, nor any other Entity will be under any duty to provide notification of defects or irregularities with respect to delivered Ballots other than as provided in the Voting Declaration, nor will any of them incur any liability for failure to provide such notification.

15. Unless waived by the Debtor, subject to contrary order of the Bankruptcy Court, any defects or irregularities in connection with deliveries of Ballots must be cured prior to the Voting Deadline or such Ballots will not be counted.

16. The Ballot is not a letter of transmittal and may not be used for any purpose other than to vote to accept or reject the Plan. Accordingly, at this time, Holders of Claims should not surrender certificates or instruments representing or evidencing their Claim, and neither the Debtor nor KCC will accept delivery of any such certificates or instruments surrendered together with a Ballot.

17. This Ballot does not constitute, and shall not be deemed to be: (i) a Proof of Claim or (ii) an assertion or admission of a Claim.

18. If you believe you have received the wrong Ballot, you should contact KCC immediately by calling or emailing at (866) 476-0898 (U.S./Canada) or (781) 575-2114 (International) or TricidaInfo@kccllc.com, referencing "Tricida Inc. Ballots" in the subject line.

PLEASE SUBMIT YOUR BALLOT PROMPTLY

IF YOU HAVE ANY QUESTIONS REGARDING THIS BALLOT OR THE VOTING PROCEDURES, PLEASE CONTACT KCC BY CALLING OR EMAILING AT (866) 476-0898 (U.S./CANADA) OR (781) 575-2114 (INTERNATIONAL) OR TRICIDAINFO@KCCLLC.COM

Exhibit 3-D

Form of Class 5 Ballot

(General Unsecured Claims)

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

In re:

TRICIDA, INC.,¹

Debtor.

Chapter 11

Case No. 23-10024 (JTD)

Hearing Date: April 6, 2023 at 10:00 a.m. (ET)

Obj. Deadline: March 30, 2023 at 4:00 p.m. (ET)

**BALLOT FOR VOTING TO ACCEPT OR REJECT THE CHAPTER 11 PLAN OF
LIQUIDATION OF TRICIDA, INC.**

HOLDERS OF CLASS 5 GENERAL UNSECURED CLAIMS SHOULD READ THIS ENTIRE BALLOT BEFORE COMPLETING. PLEASE COMPLETE, DATE, AND SIGN THE BALLOT AND RETURN IT TO THE VOTING AGENT IN THE ENCLOSED PREAMBITED, POSTAGE PREPAID ENVELOPE, BY FIRST CLASS MAIL, OVERNIGHT COURIER OR HAND DELIVERY, OR VIA ELECTRONIC BALLOT. YOUR VOTE MUST BE ACTUALLY RECEIVED BY THE VOTING AGENT ON OR BEFORE MARCH 30, 2023 AT 4:00 P.M. (EASTERN TIME) (THE "VOTING DEADLINE").

Tricida Inc., as debtor and debtor in possession (the "Debtor") in the above-captioned chapter 11 case, is soliciting votes with respect to the *Chapter 11 Plan of Liquidation for Tricida Inc.* (as amended, supplemented, or otherwise modified from time to time, the "Plan"). The Bankruptcy Court for the District of Delaware (the "Bankruptcy Court") has approved that certain *Disclosure Statement for Chapter 11 Plan of Liquidation for Tricida Inc.* (the "Disclosure Statement") as containing adequate information pursuant to section 1125 of the Bankruptcy Code, by entry of an order on January [●], 2023 [Docket No. [●]] (the "Disclosure Statement Order"). Bankruptcy Court approval of the Disclosure Statement does not indicate approval of the Plan by the Bankruptcy Court. Capitalized terms used but not otherwise defined herein shall have the same meanings set forth in the Plan.

You are receiving this Class 5 Ballot because you are a Holder of a Class 5 Claim as of February 27, 2023 (the "Voting Record Date"). Under the terms of the Plan, Holders of Class 5 Claims are entitled to vote to accept or reject the Plan.

Included in Item 3 of this Class 5 Ballot is a Release Opt-Out related to the Releases by Holders of Claims set forth in Article IX of the Plan. You are deemed to have consented to 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.

Releases by Holders of Claims unless you check the Release Opt-Out box under Item 3 of this Ballot, and complete the Certification in Item 3 of this Ballot, and return this Ballot so that it is actually received no later than the Voting Deadline, or timely File an objection to the Releases by Holders of Claims.

Your rights are further described in the Disclosure Statement, which was included in the package (the "Solicitation Package") you are receiving with this Class 5 Ballot. If you need to obtain additional Solicitation Packages, you may obtain them (at the Debtor's expense) by (1) calling or emailing the Voting Agent at (866) 476-0898 or (781) 575-2114 (international) or TricidaInfo@kccllc.com; or (2) visiting the Debtor's restructuring website at: <http://www.kccllc.net/tricida>; and/or (3) writing to the Voting Agent at Tricida Inc. Ballot Processing Center c/o KCC, 222 N. Pacific Coast Highway, Suite 300 El Segundo, CA 90245. You may also obtain copies of any pleadings filed in this Chapter 11 Case for a fee via PACER at: <http://www.deb.uscourts.gov>.

This Ballot may not be used for any purpose other than for casting votes to accept or reject the Plan, opting out of the Releases by Holders of Claims, and making certain certifications with respect to the Plan. If you believe you have received this Class 5 Ballot in error, or if you believe that you have received the wrong Ballot, please contact the Voting Agent immediately at the address, or telephone number set forth above.

You should review the Disclosure Statement and the Plan before you vote. You may wish to seek legal advice concerning the Plan and the Plan's classification and treatment of your Claim. Your Claim has been placed in Class 5 under the Plan. If you hold Claims in more than one Class, you will receive a ballot for each Class in which you are entitled to vote.

If a controversy arises regarding whether any Claim is properly classified under the Plan, the Bankruptcy Court shall, upon proper motion and notice, determine such controversy at the Confirmation Hearing. If the Bankruptcy Court finds that the classification of any Claim is improper, then such Claim shall be reclassified and the Ballot previously cast by the holder of such Claim shall be counted in, and the Claim shall receive the treatment prescribed in, the Class in which the Bankruptcy Court determines such Claim should have been classified, without the necessity of resoliciting any votes on the Plan.

Item 1. Amount of Claim.

The undersigned hereby certifies that as of the Voting Record Date, the undersigned was the Holder of a Class 5 Claim(s) in the following aggregate unpaid principal amount (insert amount in box below):

Amount of Claim: \$ _____

Item 2. Vote on Plan.

The Holder of the Class 5 Claim set forth in Item 1 votes to (please check only one box):

<input type="checkbox"/> <u>ACCEPT</u> (vote FOR) the Plan	<input type="checkbox"/> <u>REJECT</u> (vote AGAINST) the Plan
---	---

Item 3. The Plan Includes Certain Injunction, Release, and Exculpation Provisions.

Selected Defined Terms in the Plan

“Exculpated Parties” means, collectively, in each case in its capacity as such, (a) the Debtor; (b) the Debtor’s directors and officers during the Chapter 11 Case; and (c) with respect to the foregoing causes (a) through (b), to the fullest extent permitted by law, such Person’s Related Parties.

“Released Party” means each of, and in each case in its capacity as such: (a) the Debtor; (b) the Consenting Noteholder Releasing Parties; and (c) each Related Party of the Debtor or the Consenting Noteholder Releasing Parties, including, for the avoidance of doubt, any professional retained by the Debtor or the Consenting Noteholders in connection with this Chapter 11 Case.]

“Releasing Parties” means collectively, and in each case, in their respective capacities as such, (a) the Debtor; (b) the Consenting Noteholder Releasing Parties; (c) all Holders of Claims deemed hereunder to have accepted the Plan that have not filed an objection to the release contained in Article IX herein prior to the Voting Deadline; (d) all Holders of a Claim or Interest that (i) vote to accept or reject the Plan and do not timely submit a Release Opt-Out, or (ii) do not vote to accept or reject the Plan and either do not timely submit a Release Opt-Out or do not file an objection to the releases contained in Article IX herein prior to the Voting Deadline; (e) to the maximum extent permitted by Law; each current and former Affiliate of each Person or Entity in clauses (a) through (d); and (f) to the maximum extent permitted by Law, each Related Party of each Entity in clauses (a) through (d).

Select Provisions of the Plan

Select Provisions of the Plan

Article IX.C. of the Plan: Exculpation

Except as otherwise specifically provided in the Plan, no Exculpated Party shall have or incur liability for, and each Exculpated Party is exculpated from any Cause of Action for any Claim related to any act or omission in connection with, relating to, or arising out of, the Chapter 11 Case, the formulation, preparation, dissemination, negotiation, or filing of the Debtor’s in court restructuring efforts, the Term Sheet, the RSA, the Disclosure Statement, the Sale Motion, the Plan, the Plan Supplement, or any restructuring transaction, contract, instrument, release, or other

agreement or document created or entered into in connection with the Sale, the Plan, the Plan Supplement, the Chapter 11 Case, the filing of the Chapter 11 Case, the pursuit of the Confirmation Order, the pursuit of the Sale Order, the pursuit of consummation, the administration and implementation of the Plan, including the distribution of property under the Plan or any other related agreement, or upon any other related act or omission, transaction, agreement, event, or other occurrence or omission taking place between the Petition Date and the Effective Date, except for claims related to any act or omission that is determined in a final order by a court of competent jurisdiction to have constituted actual intentional fraud, willful misconduct, or gross negligence of such Person, but in all respects such Entities shall be entitled to reasonably rely upon the written advice of counsel with respect to their duties and responsibilities pursuant to the Plan.

Article IX.A. of the Plan: Releases by the Debtor

As of the Effective Date, pursuant to section 1123(b) of the Bankruptcy Code and for good and valuable consideration, each Released Party is deemed released by the Debtor and its estate from any and all claims and Causes of Action, whether known or unknown, including any claims and Causes of Action that the Debtor or its estate would have been legally entitled to assert in its own right including any claims or Causes of Action that could be asserted derivatively or on behalf of the Debtor (or its estate), that such Entity would have been legally entitled to assert (whether individually or collectively), based on, or relating to, or in any manner arising from, in whole or in part, the Debtor (including the management, ownership, or operation thereof, or otherwise), any securities issued by the Debtor and the ownership thereof, the Debtor's in- or out-of-court restructuring efforts, any avoidance actions, the Chapter 11 Case, the formulation, preparation, dissemination, negotiation, or filing of the Term Sheet, the RSA, the Disclosure Statement, the Sale Motion, the Plan, the Plan Supplement, or any other transaction, contract, instrument, release, or other agreement or document created or entered into in connection with the Sale, the Plan, the Plan Supplement, the Chapter 11 Case, the filing of the Chapter 11 Case, the pursuit of the Confirmation Order, the pursuit of the Sale Order, the pursuit of consummation, the administration and implementation of the Plan, including the distribution of property under the Plan or any other related agreement, or upon any other related act or omission, transaction, agreement, event, or other occurrence or omission taking place on or before the Effective Date. Notwithstanding anything to the contrary in the foregoing, the releases set forth above do not release (1) any post Effective Date obligations of any party or entity under the Plan or any document, instrument, or agreement (including those set forth in the Plan Supplement) executed to implement the Plan; (2) any obligations under or in respect of the Sale Order; or (3) the Retained Causes of Action.

Each Person and Entity deemed to grant the Debtor releases shall be deemed to have granted such releases notwithstanding that such Person or Entity may hereafter discover facts in addition to, or different from, those which such Person or Entity now knows or believes to be true, and without regard to the subsequent discovery or existence of such different or additional facts, and such Person or Entity expressly waives any and all rights that such Person or Entity may have under any statute or common law principle, including, without limitation, section 1542 of the California Civil Code, to the extent such section is applicable, which would limit the effect of such releases to those claims or Causes of Action actually known or suspected to exist on the Effective Date. Section 1542 of the California Civil Code generally provides as follows: "A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING

PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY.”

Article IX.B. of the Plan: Releases by Holders of Claims and Interests

As of the Effective Date, each Releasing Party is deemed to have released and discharged each Released Party from any and all claims and Causes of Action, whether known or unknown, including any claims and Causes of Action that the Debtor or its estate would have been legally entitled to assert in its own right including any claims or Causes of Action that could be asserted derivatively or on behalf of the Debtor (or its estate), that such Entity would have been legally entitled to assert (whether individually or collectively), based on, relating to, or in any manner arising from, in whole or in part, the Debtor (including the management, ownership or operation thereof, or otherwise), any securities issued by the Debtor and the ownership thereof, the Debtor’s in- or out-of-court restructuring efforts, any avoidance actions, the Chapter 11 Case, the formulation, preparation, dissemination, negotiation, or filing of the Term Sheet, the RSA, the Disclosure Statement, the Sale Motion, the Plan, the Plan Supplement, or any other transaction, contract, instrument, release, or other agreement or document created or entered into in connection with the Sale, the Plan, the Plan Supplement, the Chapter 11 Case, the filing of the Chapter 11 Case, the pursuit of the Confirmation Order, the pursuit of the Sale Order, the pursuit of consummation, the administration and implementation of the Plan, including the distribution of property under the Plan or any other related agreement, or upon any other related act or omission, transaction, agreement, event, or other occurrence or omission taking place on or before the Effective Date. Notwithstanding anything to the contrary in the foregoing, the releases set forth above do not release (1) any post Effective Date obligations of any party or entity under the Plan or any document, instrument, or agreement (including those set forth in the Plan Supplement) executed to implement the Plan; (2) any obligations under or in respect of the Sale Order; or (3) the Retained Causes of Action.

Each Person and Entity deemed to grant the releases described in this Section shall be deemed to have granted such releases notwithstanding that such Person or Entity may hereafter discover facts in addition to, or different from, those which such Person or Entity now knows or believes to be true, and without regard to the subsequent discovery or existence of such different or additional facts, and such Person or Entity expressly waives any and all rights that such Person or Entity may have under any statute or common law principle, including, without limitation, section 1542 of the California Civil Code, to the extent such section is applicable, which would limit the effect of such releases to those claims or Causes of Action actually known or suspected to exist on the Effective Date. Section 1542 of the California Civil Code generally provides as follows: “A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY.”

Article IX.D. of the Plan: Injunction

Except as otherwise provided in the Plan or the Confirmation Order, all Entities who have held, hold, or may hold claims, Interests, Causes of Action, or liabilities that: (1) are subject to compromise and settlement pursuant to the terms of the Plan; (2) have been released pursuant to the Plan; (3) were purchased and released by a purchaser in connection with the Sale; (4) are subject to exculpation pursuant to the Plan; or (5) are otherwise discharged, satisfied, stayed, released, or terminated pursuant to the terms of the Plan, are permanently enjoined and precluded, from and after the Effective Date, from commencing or continuing in any manner, any action or other proceeding, including on account of any claims, Interests, Causes of Action, or liabilities that have been compromised or settled against the Debtor or any Entity so released or exculpated (or the property or estate of any Entity, directly or indirectly, so released or exculpated) on account of, or in connection with or with respect to, any discharged, released, settled, compromised, or exculpated claims, Interests, Causes of Action, or liabilities, including being permanently enjoined and precluded, from and after the Effective Date, from taking any of the following actions against, as applicable, the Debtor, the Liquidating Trust, the Released Parties, or Exculpated Parties (as applicable): (1) commencing or continuing in any manner any action or other proceeding of any kind on account of or in connection with or with respect to any such claims or Interests; (2) enforcing, attaching, collecting, or recovering by any manner or means any judgment, award, decree, or order against such Entities on account of or in connection with or with respect to any such claims or Interests; (3) creating, perfecting, or enforcing any lien or encumbrance of any kind against such Entities or the property or the estate of such Entities on account of or in connection with or with respect to any such claims or Interests; (4) asserting any right of setoff or subrogation of any kind against any obligation due from such Entities or against the property of such Entities on account of or in connection with or with respect to any such claims or Interests unless such Entity has timely asserted such setoff right in a document filed with the Bankruptcy Court explicitly preserving such setoff, and notwithstanding an indication of a Claim or Interest or otherwise that such Entity asserts, has, or intends to preserve any right of setoff pursuant to applicable law or otherwise; and (5) commencing or continuing in any manner any action or other proceeding of any kind on account of or in connection with or with respect to any such claims or Interests released or settled pursuant to the Plan.

Upon the Bankruptcy Court's entry of the Confirmation Order, all Holders of Claims and Interests and other parties in interest, along with their respective present or former employees, agents, officers, directors, or principals, shall be enjoined from taking any actions to interfere with the implementation or consummation of this Plan by the Debtor, the Liquidating Trustee, and their respective affiliates, employees, advisors, officers and directors, or agents.

Article XII.I. of the Plan: Term of Injunctions or Stays

Except as otherwise provided in this Plan, to the maximum extent permitted by applicable law and subject to the Bankruptcy Court's post-confirmation jurisdiction to modify the injunctions and stays under this Plan (1) all injunctions with respect to or stays against an action against property of the Debtor or the Debtor's Estate arising under or entered during the Chapter 11 Case under sections 105 or 362 of the Bankruptcy Code, and in existence on the date the Confirmation Order is entered, shall remain in full force and effect until such property is no longer property of the Debtor or the Debtor's Estate; and (2) all other injunctions and stays arising under or entered during the Chapter 11 Case under sections 105 or 362 of the Bankruptcy Code shall remain in full

force and effect until the earliest of (a) the date that the Chapter 11 Case is closed pursuant to a Final Order of the Bankruptcy Court, or (b) the date that the Chapter 11 Case is dismissed pursuant to a Final Order of the Bankruptcy Court. All injunctions or stays contained in the Plan or the Confirmation Order shall remain in full force and effect indefinitely.

**IMPORTANT INFORMATION REGARDING THE THIRD PARTY RELEASE IN
ARTICLE IX.B. OF THE PLAN:**

IF YOU ARE A “RELEASED PARTY” OR YOU VOTE TO ACCEPT THE PLAN, YOU SHALL BE A “RELEASING PARTY” UNDER THE PLAN AND YOU WILL BE DEEMED TO HAVE CONSENTED TO THE RELEASE PROVISIONS SET FORTH IN ARTICLE IX.B. THEREOF.

The Holder of the Class 5 Claim against the Debtor set forth in Item 1 elects to:
 OPT OUT of the Third Party Release set forth in Section IX.B. of the Plan

Item 4. Certifications

By Signing this Ballot, the undersigned certifies to the Court and the Debtor:

1. that as of the Voting Record Date, the undersigned is either: (a) the Holder of the Class 5 Claim(s) (General Unsecured Claims) being voted or (b) an authorized signatory for the Holder of the Class 5 Claim(s) (General Unsecured Claims) being voted;
2. that it has received the Solicitation Package and acknowledges that the solicitation is being made pursuant to the terms and conditions set forth therein;
3. that it has cast the same vote with respect to all Class 5 Claims (General Unsecured Claims) held by it or the Holder on whose behalf it is submitting this Ballot, as applicable;
4. that no other Ballots with respect to the amount of the Class 5 (General Unsecured Claims) Claim(s) identified in Item 2 have been cast or, if any other Ballots have been cast with respect to such Claim(s), then any such Ballots dated earlier are hereby revoked;
5. it acknowledges that a vote to accept the Plan constitutes an acceptance of the treatment of the Class 5 Claim(s) (General Unsecured Claims) held by it or the Holder on whose behalf it is submitting this Ballot, as applicable;
6. that it understands and, if accepting the Plan, agrees with the treatment provided under the Plan for the Claim(s) held by it or the Holder on whose behalf it is submitting this Ballot, as applicable;
7. that it understands that, if it casts a vote to accept the Plan, it or the Holder on whose behalf it is submitting this Ballot, as applicable, shall be a “Releasing Party” under the Plan (unless such Holder is already a “Releasing Party” by virtue of being a “Released Party”);

8. that it acknowledges and understands that (a) if no Holders of Claims eligible to vote in a particular Class vote to accept or reject the Plan, the Plan shall be deemed accepted by the Holders of such Claims in such Class and (b) any Class of Claims that does not have a Holder of an Allowed Claim or a Claim temporarily allowed by the Court as of the date of the Confirmation Hearing may be deemed eliminated from the Plan for purposes of voting to accept or reject the Plan and for purposes of determining acceptance or rejection of the Plan by such Class pursuant to section 1129(a)(8) of the Bankruptcy Code; and

9. that it acknowledges and agrees that the Debtor may make conforming changes to the Plan to the extent provided by Bankruptcy Rule 3019 as may be reasonably necessary and that the Debtor will not re-solicit acceptances or rejections of the Plan in the event of such conforming changes.

Name of Holder: _____

Signature: _____

Name of Signatory (If other than Holder²: _____

Title: _____

Address: _____

Telephone Number: _____

E-mail Address: _____

Date Completed: _____

**PLEASE COMPLETE, SIGN, AND DATE THE BALLOT
AND RETURN IT PROMPTLY IN ACCORDANCE WITH
ONE OF THE APPROVED SUBMISSION METHODS
DESCRIBED ABOVE. YOUR BALLOT MUST BE
ACTUALLY RECEIVED BY THE VOTING DEADLINE,
WHICH IS 4:00 P.M. PREVAILING EASTERN TIME ON
MARCH 30, 2023**

² If you are completing this Ballot on behalf of another person or entity, indicate your relationship with such person or entity and the capacity in which you are signing. You may be required to provide additional information or documentation with respect to such relationship.

PLEASE COMPLETE, SIGN, AND DATE THIS BALLOT AND RETURN IT IN THE PROVIDED RETURN ENVELOPE *PROMPTLY* VIA FIRST CLASS MAIL, OVERNIGHT COURIER, OR HAND DELIVERY TO:

<u>If by First Class Mail:</u>	<u>If by Overnight Courier or Hand Delivery:</u>
Tricida Ballot Processing Center c/o KCC 222 N. Pacific Coast Highway, Suite 300 El Segundo, CA 90245	Tricida Ballot Processing Center c/o KCC 222 N. Pacific Coast Highway, Suite 300 El Segundo, CA 90245

**PLEASE SELECT JUST ONE OPTION TO VOTE.
EITHER RETURN A PROPERLY EXECUTED PAPER BALLOT WITH YOUR VOTE**

OR

IF COMPLETING AND SUBMITTING THIS BALLOT BY USING THE eBALLOT PLATFORM, You will need the following information to retrieve and submit your customized eBallot:

<https://eballot.kccllc.net/Tricida>

Unique eBallot ID#: _____
PIN#: _____

Holders of Claims who cast an eBallot should NOT also submit a paper ballot.

IF THE VOTING AGENT DOES NOT ***ACTUALLY RECEIVE*** THIS BALLOT BY MARCH 30, 2023 AT 4:00 P.M. (**PREVAILING EASTERN TIME**) (AND IF THE VOTING DEADLINE IS NOT EXTENDED), YOUR VOTE TRANSMITTED BY THIS BALLOT MAY BE COUNTED TOWARD CONFIRMATION OF THE PLAN ONLY IN THE DISCRETION OF THE DEBTOR.

Instructions for Completing Ballots

1. The Debtor is soliciting the votes of Holders of Claims with respect to the Plan attached as **Exhibit A** to the Disclosure Statement. Capitalized terms used in the Ballot or in these instructions (the “Ballot Instructions”) but not otherwise defined therein or herein shall have the meaning set forth in the Plan or the Disclosure Statement Order, as applicable.

2. The Court may confirm the Plan and thereby bind you by the terms of the Plan. Please review the Disclosure Statement for more information.

3. KCC’s “E-Ballot” platform is the sole manner in which Ballots will be accepted via electronic or online transmission. Ballots submitted by facsimile, email, or other means of electronic transmission will not be counted. To have your vote counted, you must electronically complete, sign, and return a customized electronic Ballot by utilizing the E-Ballot on KCC’s website, <http://www.kccllc.net/tricida>. Your Ballot must be received by KCC no later than the Voting Deadline, unless such time is extended by the Debtor.

HOLDERS ARE STRONGLY ENCOURAGED TO SUBMIT THEIR BALLOTS VIA THE E-BALLOT.

4. If you prefer to return a hard copy of your Ballot, you may return it in the enclosed preaddressed, postage prepaid envelope or via first class mail, overnight courier, or hand delivery to:

Tricida Inc. Ballot Processing Center
c/o Kurtzman Carson Consultants LLC
222 N. Pacific Coast Highway
Suite 300
El Segundo, CA 90245

5. To ensure that your vote is counted, you must: (a) complete the Ballot; (b) indicate your decision either to accept or reject the Plan in the boxes provided in Item 3 of the Ballot; and (c) sign and return the Ballot to the address set forth on the enclosed pre-addressed envelope or by a method provided herein. The Voting Deadline for the receipt of Ballots by KCC is 4:00 p.m. (prevailing Eastern Time) on March 30, 2023. Your completed Ballot must be actually received by KCC on or before the Voting Deadline.

6. Except as otherwise provided herein or unless waived by the Debtor or permitted by order of the Bankruptcy Court, unless the Ballot being furnished is timely submitted on or prior to the Voting Deadline, the Debtor shall reject such Ballot as invalid and, therefore, decline to count it in connection with confirmation of the Plan.

7. If you cast more than one Ballot voting the same Claim(s) before the Voting Deadline, the last valid Ballot received on or before the Voting Deadline shall be deemed to reflect your intent and, thus, shall be deemed supersede any prior Ballot. If you simultaneously cast inconsistent Ballots, such Ballots will not be counted.

8. If you cast a Ballot that is properly completed, executed and timely returned to KCC but that does not indicate either an acceptance or rejection of the Plan, the Ballot will not be counted.

9. If you cast a Ballot that is properly completed, executed, and timely returned to KCC but that indicates both an acceptance and a rejection of the Plan, the Ballot will not be counted.

10. You shall be deemed to have voted the full amount of your Claim and shall not be entitled to split your vote within a particular Class. Any Ballot that partially accepts and partially rejects the Plan will not be counted.

11. The following Ballots shall not be counted:

- a. any Ballot that is illegible or contains insufficient information to permit the identification of the Holder;
- b. any Ballot that (A) does not indicate an acceptance or rejection of the Plan, (B) indicates both an acceptance and rejection of the Plan, and/or (C) partially accepts and partially rejects the Plan;
- c. any Ballot cast by a person who does not hold, or represent a person that holds, a Claim in a Voting Class as of the Voting Record Date;
- d. any Ballot received after the Voting Deadline unless the Debtor has granted an extension in writing (including e-mail) with respect to such Ballot. The Holder of a Claim may choose the method of delivery of its Ballot to KCC at its own risk. Delivery of the Ballot will be deemed made only when the original properly executed Ballot is actually received by KCC;
- e. any Ballot delivered by facsimile transmission, electronic mail, or any other means not specifically approved herein, provided that Ballots submitted through the E-Ballot will be counted;
- f. any Ballot sent to a person other than KCC; and
- g. any Ballot not bearing an original signature; provided, however, for the avoidance of doubt, a Ballot submitted via KCC's E-Ballot shall be deemed to contain an original signature.

12. If you are signing a Ballot in your capacity as a trustee, executor, administrator, guardian, attorney in fact, officer of a corporation, or otherwise acting in a fiduciary or representative capacity, you should indicate such capacity when signing and, if requested by KCC, the Debtor, or the Court, you must submit proper evidence to the requesting party to so act on behalf of such Holder. In addition, you should provide their name and mailing address if it is different from that set forth on the attached mailing label or if no such mailing label is attached to the Ballot.

13. The Debtor, subject to contrary order of the Bankruptcy Court, may waive any defect or irregularity as to any particular Ballot at any time, either before or after the close of voting, and any such waiver shall be documented in the Voting Declaration.

14. Neither the Debtor, KCC, nor any other Entity will be under any duty to provide notification of defects or irregularities with respect to delivered Ballots other than as provided in the Voting Declaration, nor will any of them incur any liability for failure to provide such notification.

15. Unless waived by the Debtor, subject to contrary order of the Bankruptcy Court, any defects or irregularities in connection with deliveries of Ballots must be cured prior to the Voting Deadline or such Ballots will not be counted.

16. The Ballot is not a letter of transmittal and may not be used for any purpose other than to vote to accept or reject the Plan. Accordingly, at this time, Holders of Claims should not surrender certificates or instruments representing or evidencing their Claim, and neither the Debtor nor KCC will accept delivery of any such certificates or instruments surrendered together with a Ballot.

17. This Ballot does not constitute, and shall not be deemed to be: (i) a Proof of Claim or (ii) an assertion or admission of a Claim.

18. If you believe you have received the wrong Ballot, you should contact KCC immediately by calling or emailing at (866) 476-0898 (U.S./Canada) or (781) 575-2114 (International) or TricidaInfo@kccllc.com, referencing "Tricida Inc. Ballots" in the subject line.

PLEASE SUBMIT YOUR BALLOT PROMPTLY

IF YOU HAVE ANY QUESTIONS REGARDING THIS BALLOT OR THE VOTING PROCEDURES, PLEASE CONTACT KCC BY CALLING OR EMAILING AT (866) 476-0898 (U.S./CANADA) OR (781) 575-2114 (INTERNATIONAL) OR TRICIDAINFO@KCCLLC.COM

Exhibit 3-E

Form of Class 6 Ballot

(De Minimis Unsecured Claims)

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

In re:

TRICIDA, INC.,¹

Debtor.

Chapter 11

Case No. 23-10024 (JTD)

Hearing Date: April 6, 2023 at 10:00 a.m. (ET)

Obj. Deadline: March 30, 2023 at 4:00 p.m. (ET)

**BALLOT FOR VOTING TO ACCEPT OR REJECT THE CHAPTER 11 PLAN OF
LIQUIDATION OF TRICIDA, INC.**

HOLDERS OF CLASS 6 *De Minimis* UNSECURED CLAIMS SHOULD READ THIS ENTIRE BALLOT BEFORE COMPLETING. PLEASE COMPLETE, DATE, AND SIGN THE BALLOT AND RETURN IT TO THE VOTING AGENT IN THE ENCLOSED PREAMBITED, POSTAGE PREPAID ENVELOPE, BY FIRST CLASS MAIL, OVERNIGHT COURIER OR HAND DELIVERY, OR VIA ELECTRONIC BALLOT. YOUR VOTE MUST BE ACTUALLY RECEIVED BY THE VOTING AGENT ON OR BEFORE MARCH 30, 2023 AT 4:00 P.M. (EASTERN TIME) (THE "VOTING DEADLINE").

Tricida Inc., as debtor and debtor in possession (the "Debtor") in the above-captioned chapter 11 case, is soliciting votes with respect to the *Chapter 11 Plan of Liquidation for Tricida, Inc.* (as amended, supplemented, or otherwise modified from time to time, the "Plan"). The Bankruptcy Court for the District of Delaware (the "Bankruptcy Court") has approved that certain *Disclosure Statement for Chapter 11 Plan of Liquidation for Tricida, Inc.* (the "Disclosure Statement") as containing adequate information pursuant to section 1125 of the Bankruptcy Code, by entry of an order on January [●], 2023 [Docket No. [●]] (the "Disclosure Statement Order"). Bankruptcy Court approval of the Disclosure Statement does not indicate approval of the Plan by the Bankruptcy Court. Capitalized terms used but not otherwise defined herein shall have the same meanings set forth in the Plan.

You are receiving this Class 6 Ballot because you are a Holder of a Class 6 Claim as of February 27, 2023 (the "Voting Record Date"). Under the terms of the Plan, Holders of Class 6 Claims are entitled to vote to accept or reject the Plan.

Included in Item 3 of this Class 6 Ballot is a Release Opt-Out related to the Releases by Holders of Claims set forth in Article IX of the Plan. You are deemed to have consented to 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.

Releases by Holders of Claims unless you check the Release Opt-Out box under Item 3 of this Ballot, and complete the Certification in Item 3 of this Ballot, and return this Ballot so that it is actually received no later than the Voting Deadline, or timely File an objection to the Releases by Holders of Claims.

Your rights are further described in the Disclosure Statement, which was included in the package (the "Solicitation Package") you are receiving with this Class 6 Ballot. If you need to obtain additional Solicitation Packages, you may obtain them (at the Debtor's expense) by (1) calling or emailing the Voting Agent at (866) 476-0898 or (781) 575-2114 (international) or TricidaInfo@kccllc.com; (2) visiting the Debtor's restructuring website at: <http://www.kccllc.net/tricida>; and/or (3) writing to the Voting Agent at Tricida Inc. Ballot Processing Center c/o KCC, 222 N. Pacific Coast Highway, Suite 300 El Segundo, CA 90245. You may also obtain copies of any pleadings filed in this Chapter 11 Case for a fee via PACER at: <http://www.deb.uscourts.gov>.

This Ballot may not be used for any purpose other than for casting votes to accept or reject the Plan, opting out of the Releases by Holders of Claims, and making certain certifications with respect to the Plan. If you believe you have received this Class 6 Ballot in error, or if you believe that you have received the wrong Ballot, please contact the Voting Agent immediately at the address, or telephone number set forth above.

You should review the Disclosure Statement and the Plan before you vote. You may wish to seek legal advice concerning the Plan and the Plan's classification and treatment of your Claim. Your Claim has been placed in Class 6 under the Plan. If you hold Claims in more than one Class, you will receive a ballot for each Class in which you are entitled to vote.

If a controversy arises regarding whether any Claim is properly classified under the Plan, the Bankruptcy Court shall, upon proper motion and notice, determine such controversy at the Confirmation Hearing. If the Bankruptcy Court finds that the classification of any Claim is improper, then such Claim shall be reclassified and the Ballot previously cast by the holder of such Claim shall be counted in, and the Claim shall receive the treatment prescribed in, the Class in which the Bankruptcy Court determines such Claim should have been classified, without the necessity of resoliciting any votes on the Plan.

Item 1. Amount of Claim.

The undersigned hereby certifies that as of the Voting Record Date, the undersigned was the Holder of a Class 4 Claim(s) in the following aggregate unpaid principal amount (insert amount in box below):

Amount of Claim: \$ _____

Item 2. Vote on Plan.

The Holder of the Class 6 Claim set forth in Item 1 votes to (please check only one box):

<input type="checkbox"/> <u>ACCEPT</u> (vote FOR) the Plan	<input type="checkbox"/> <u>REJECT</u> (vote AGAINST) the Plan
---	---

Item 3. The Plan Includes Certain Injunction, Release, and Exculpation Provisions.

Selected Defined Terms in the Plan

“Exculpated Parties” means, collectively, in each case in its capacity as such, (a) the Debtor; (b) the Debtor’s directors and officers during the Chapter 11 Case; and (c) with respect to the foregoing causes (a) through (b), to the fullest extent permitted by law, such Person’s Related Parties.

“Released Party” means each of, and in each case in its capacity as such: (a) the Debtor; (b) the Consenting Noteholder Releasing Parties; and (c) each Related Party of the Debtor or the Consenting Noteholder Releasing Parties, including, for the avoidance of doubt, any professional retained by the Debtor or the Consenting Noteholders in connection with this Chapter 11 Case.]

“Releasing Parties” means collectively, and in each case, in their respective capacities as such, (a) the Debtor; (b) the Consenting Noteholder Releasing Parties; (c) all Holders of Claims deemed hereunder to have accepted the Plan that have not filed an objection to the release contained in Article IX herein prior to the Voting Deadline; (d) all Holders of a Claim or Interest that (i) vote to accept or reject the Plan and do not timely submit a Release Opt-Out, or (ii) do not vote to accept or reject the Plan and either do not timely submit a Release Opt-Out or do not file an objection to the releases contained in Article IX herein prior to the Voting Deadline; (e) to the maximum extent permitted by Law; each current and former Affiliate of each Person or Entity in clauses (a) through (d); and (f) to the maximum extent permitted by Law, each Related Party of each Entity in clauses (a) through (d).

Select Provisions of the Plan

Article IX.C. of the Plan: Exculpation

Except as otherwise specifically provided in the Plan, no Exculpated Party shall have or incur liability for, and each Exculpated Party is exculpated from any Cause of Action for any Claim related to any act or omission in connection with, relating to, or arising out of, the Chapter 11 Case, the formulation, preparation, dissemination, negotiation, or filing of the Debtor’s in court restructuring efforts, the Term Sheet, the RSA, the Disclosure Statement, the Sale Motion, the Plan, the Plan Supplement, or any restructuring transaction, contract, instrument, release, or other agreement or document created or entered into in connection with the Sale, the Plan, the Plan Supplement, the Chapter 11 Case, the filing of the Chapter 11 Case, the pursuit of the Confirmation

Order, the pursuit of the Sale Order, the pursuit of consummation, the administration and implementation of the Plan, including the distribution of property under the Plan or any other related agreement, or upon any other related act or omission, transaction, agreement, event, or other occurrence or omission taking place between the Petition Date and the Effective Date, except for claims related to any act or omission that is determined in a final order by a court of competent jurisdiction to have constituted actual intentional fraud, willful misconduct, or gross negligence of such Person, but in all respects such Entities shall be entitled to reasonably rely upon the written advice of counsel with respect to their duties and responsibilities pursuant to the Plan.

Article IX.A. of the Plan: Releases by the Debtor

As of the Effective Date, pursuant to section 1123(b) of the Bankruptcy Code and for good and valuable consideration, each Released Party is deemed released by the Debtor and its estate from any and all claims and Causes of Action, whether known or unknown, including any claims and Causes of Action that the Debtor or its estate would have been legally entitled to assert in its own right including any claims or Causes of Action that could be asserted derivatively or on behalf of the Debtor (or its estate), that such Entity would have been legally entitled to assert (whether individually or collectively), based on, or relating to, or in any manner arising from, in whole or in part, the Debtor (including the management, ownership, or operation thereof, or otherwise), any securities issued by the Debtor and the ownership thereof, the Debtor's in- or out-of-court restructuring efforts, any avoidance actions, the Chapter 11 Case, the formulation, preparation, dissemination, negotiation, or filing of the Term Sheet, the RSA, the Disclosure Statement, the Sale Motion, the Plan, the Plan Supplement, or any other transaction, contract, instrument, release, or other agreement or document created or entered into in connection with the Sale, the Plan, the Plan Supplement, the Chapter 11 Case, the filing of the Chapter 11 Case, the pursuit of the Confirmation Order, the pursuit of the Sale Order, the pursuit of consummation, the administration and implementation of the Plan, including the distribution of property under the Plan or any other related agreement, or upon any other related act or omission, transaction, agreement, event, or other occurrence or omission taking place on or before the Effective Date. Notwithstanding anything to the contrary in the foregoing, the releases set forth above do not release (1) any post Effective Date obligations of any party or entity under the Plan or any document, instrument, or agreement (including those set forth in the Plan Supplement) executed to implement the Plan; (2) any obligations under or in respect of the Sale Order; or (3) the Retained Causes of Action.

Each Person and Entity deemed to grant the Debtor releases shall be deemed to have granted such releases notwithstanding that such Person or Entity may hereafter discover facts in addition to, or different from, those which such Person or Entity now knows or believes to be true, and without regard to the subsequent discovery or existence of such different or additional facts, and such Person or Entity expressly waives any and all rights that such Person or Entity may have under any statute or common law principle, including, without limitation, section 1542 of the California Civil Code, to the extent such section is applicable, which would limit the effect of such releases to those claims or Causes of Action actually known or suspected to exist on the Effective Date. Section 1542 of the California Civil Code generally provides as follows: "A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD

HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY.”

Article IX.B. of the Plan: Releases by Holders of Claims and Interests

As of the Effective Date, each Releasing Party is deemed to have released and discharged each Released Party from any and all claims and Causes of Action, whether known or unknown, including any claims and Causes of Action that the Debtor or its estate would have been legally entitled to assert in its own right including any claims or Causes of Action that could be asserted derivatively or on behalf of the Debtor (or its estate), that such Entity would have been legally entitled to assert (whether individually or collectively), based on, relating to, or in any manner arising from, in whole or in part, the Debtor (including the management, ownership or operation thereof, or otherwise), any securities issued by the Debtor and the ownership thereof, the Debtor’s in- or out-of-court restructuring efforts, any avoidance actions, the Chapter 11 Case, the formulation, preparation, dissemination, negotiation, or filing of the Term Sheet, the RSA, the Disclosure Statement, the Sale Motion, the Plan, the Plan Supplement, or any other transaction, contract, instrument, release, or other agreement or document created or entered into in connection with the Sale, the Plan, the Plan Supplement, the Chapter 11 Case, the filing of the Chapter 11 Case, the pursuit of the Confirmation Order, the pursuit of the Sale Order, the pursuit of consummation, the administration and implementation of the Plan, including the distribution of property under the Plan or any other related agreement, or upon any other related act or omission, transaction, agreement, event, or other occurrence or omission taking place on or before the Effective Date. Notwithstanding anything to the contrary in the foregoing, the releases set forth above do not release (1) any post Effective Date obligations of any party or entity under the Plan or any document, instrument, or agreement (including those set forth in the Plan Supplement) executed to implement the Plan; (2) any obligations under or in respect of the Sale Order; or (3) the Retained Causes of Action.

Each Person and Entity deemed to grant the releases described in this Section shall be deemed to have granted such releases notwithstanding that such Person or Entity may hereafter discover facts in addition to, or different from, those which such Person or Entity now knows or believes to be true, and without regard to the subsequent discovery or existence of such different or additional facts, and such Person or Entity expressly waives any and all rights that such Person or Entity may have under any statute or common law principle, including, without limitation, section 1542 of the California Civil Code, to the extent such section is applicable, which would limit the effect of such releases to those claims or Causes of Action actually known or suspected to exist on the Effective Date. Section 1542 of the California Civil Code generally provides as follows: “A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY.”

Article IX.D. of the Plan: Injunction

Except as otherwise provided in the Plan or the Confirmation Order, all Entities who have held, hold, or may hold claims, Interests, Causes of Action, or liabilities that: (1) are subject to compromise and settlement pursuant to the terms of the Plan; (2) have been released pursuant to the Plan; (3) were purchased and released by a purchaser in connection with the Sale; (4) are subject to exculpation pursuant to the Plan; or (5) are otherwise discharged, satisfied, stayed, released, or terminated pursuant to the terms of the Plan, are permanently enjoined and precluded, from and after the Effective Date, from commencing or continuing in any manner, any action or other proceeding, including on account of any claims, Interests, Causes of Action, or liabilities that have been compromised or settled against the Debtor or any Entity so released or exculpated (or the property or estate of any Entity, directly or indirectly, so released or exculpated) on account of, or in connection with or with respect to, any discharged, released, settled, compromised, or exculpated claims, Interests, Causes of Action, or liabilities, including being permanently enjoined and precluded, from and after the Effective Date, from taking any of the following actions against, as applicable, the Debtor, the Liquidating Trust, the Released Parties, or Exculpated Parties (as applicable): (1) commencing or continuing in any manner any action or other proceeding of any kind on account of or in connection with or with respect to any such claims or Interests; (2) enforcing, attaching, collecting, or recovering by any manner or means any judgment, award, decree, or order against such Entities on account of or in connection with or with respect to any such claims or Interests; (3) creating, perfecting, or enforcing any lien or encumbrance of any kind against such Entities or the property or the estate of such Entities on account of or in connection with or with respect to any such claims or Interests; (4) asserting any right of setoff or subrogation of any kind against any obligation due from such Entities or against the property of such Entities on account of or in connection with or with respect to any such claims or Interests unless such Entity has timely asserted such setoff right in a document filed with the Bankruptcy Court explicitly preserving such setoff, and notwithstanding an indication of a Claim or Interest or otherwise that such Entity asserts, has, or intends to preserve any right of setoff pursuant to applicable law or otherwise; and (5) commencing or continuing in any manner any action or other proceeding of any kind on account of or in connection with or with respect to any such claims or Interests released or settled pursuant to the Plan.

Upon the Bankruptcy Court's entry of the Confirmation Order, all Holders of Claims and Interests and other parties in interest, along with their respective present or former employees, agents, officers, directors, or principals, shall be enjoined from taking any actions to interfere with the implementation or consummation of this Plan by the Debtor, the Liquidating Trustee, and their respective affiliates, employees, advisors, officers and directors, or agents.

Article XII.I. of the Plan: Term of Injunctions or Stays

Except as otherwise provided in this Plan, to the maximum extent permitted by applicable law and subject to the Bankruptcy Court's post-confirmation jurisdiction to modify the injunctions and stays under this Plan (1) all injunctions with respect to or stays against an action against property of the Debtor or the Debtor's Estate arising under or entered during the Chapter 11 Case under sections 105 or 362 of the Bankruptcy Code, and in existence on the date the Confirmation Order is entered, shall remain in full force and effect until such property is no longer property of the Debtor or the Debtor's Estate; and (2) all other injunctions and stays arising under or entered during the Chapter 11 Case under sections 105 or 362 of the Bankruptcy Code shall remain in full

force and effect until the earliest of (a) the date that the Chapter 11 Case is closed pursuant to a Final Order of the Bankruptcy Court, or (b) the date that the Chapter 11 Case is dismissed pursuant to a Final Order of the Bankruptcy Court. All injunctions or stays contained in the Plan or the Confirmation Order shall remain in full force and effect indefinitely.

**IMPORTANT INFORMATION REGARDING THE THIRD PARTY RELEASE IN
ARTICLE IX.B. OF THE PLAN:**

IF YOU ARE A “RELEASED PARTY” OR YOU VOTE TO ACCEPT THE PLAN, YOU SHALL BE A “RELEASING PARTY” UNDER THE PLAN AND YOU WILL BE DEEMED TO HAVE CONSENTED TO THE RELEASE PROVISIONS SET FORTH IN ARTICLE IX.B. THEREOF.

The Holder of the Class 6 Claim against the Debtor set forth in Item 1 elects to:
 OPT OUT of the Third Party Release set forth in Section IX.B. of the Plan

Item 4. Certifications

By Signing this Ballot, the undersigned certifies to the Court and the Debtor:

1. that as of the Voting Record Date, the undersigned is either: (a) the Holder of the Class 4 Claim(s) (Patheon Rejection Claims) being voted or (b) an authorized signatory for the Holder of the Class 4 Claim(s) (Patheon Rejection Claims) being voted;
2. that it has received the Solicitation Package and acknowledges that the solicitation is being made pursuant to the terms and conditions set forth therein;
3. that it has cast the same vote with respect to all Class 6 Claims (*De Minimis* Unsecured Claims) held by it or the Holder on whose behalf it is submitting this Ballot, as applicable;
4. that no other Ballots with respect to the amount of the Class 6 (*De Minimis* Unsecured Claims) Claim(s) identified in Item 2 have been cast or, if any other Ballots have been cast with respect to such Claim(s), then any such Ballots dated earlier are hereby revoked;
5. it acknowledges that a vote to accept the Plan constitutes an acceptance of the treatment of the Class 6 Claim(s) (*De Minimis* Unsecured Claims) held by it or the Holder on whose behalf it is submitting this Ballot, as applicable;
6. that it understands and, if accepting the Plan, agrees with the treatment provided under the Plan for the Claim(s) held by it or the Holder on whose behalf it is submitting this Ballot, as applicable;

7. that it understands that, if it casts a vote to accept the Plan, it or the Holder on whose behalf it is submitting this Ballot, as applicable, shall be a “Releasing Party” under the Plan (unless such Holder is already a “Releasing Party” by virtue of being a “Released Party”);

8. that it acknowledges and understands that (a) if no Holders of Claims eligible to vote in a particular Class vote to accept or reject the Plan, the Plan shall be deemed accepted by the Holders of such Claims in such Class and (b) any Class of Claims that does not have a Holder of an Allowed Claim or a Claim temporarily allowed by the Court as of the date of the Confirmation Hearing may be deemed eliminated from the Plan for purposes of voting to accept or reject the Plan and for purposes of determining acceptance or rejection of the Plan by such Class pursuant to section 1129(a)(8) of the Bankruptcy Code; and

9. that it acknowledges and agrees that the Debtor may make conforming changes to the Plan to the extent provided by Bankruptcy Rule 3019 as may be reasonably necessary and that the Debtor will not re-solicit acceptances or rejections of the Plan in the event of such conforming changes.

Name of Holder: _____

Signature: _____

Name of Signatory (If other than Holder²: _____

Title: _____

Address: _____

Telephone Number: _____

E-mail Address: _____

Date Completed: _____

**PLEASE COMPLETE, SIGN, AND DATE THE BALLOT
AND RETURN IT PROMPTLY IN ACCORDANCE WITH
ONE OF THE APPROVED SUBMISSION METHODS
DESCRIBED ABOVE. YOUR BALLOT MUST BE
ACTUALLY RECEIVED BY THE VOTING DEADLINE,
WHICH IS 4:00 P.M. PREVAILING EASTERN TIME ON
MARCH 30, 2023**

² If you are completing this Ballot on behalf of another person or entity, indicate your relationship with such person or entity and the capacity in which you are signing. You may be required to provide additional information or documentation with respect to such relationship.

PLEASE COMPLETE, SIGN, AND DATE THIS BALLOT AND RETURN IT IN THE PROVIDED RETURN ENVELOPE *PROMPTLY* VIA FIRST CLASS MAIL, OVERNIGHT COURIER, OR HAND DELIVERY TO:

<u>If by First Class Mail:</u>	<u>If by Overnight Courier or Hand Delivery:</u>
Tricida Ballot Processing Center c/o KCC 222 N. Pacific Coast Highway, Suite 300 El Segundo, CA 90245	Tricida Ballot Processing Center c/o KCC 222 N. Pacific Coast Highway, Suite 300 El Segundo, CA 90245

**PLEASE SELECT JUST ONE OPTION TO VOTE.
EITHER RETURN A PROPERLY EXECUTED PAPER BALLOT WITH YOUR VOTE**

OR

IF COMPLETING AND SUBMITTING THIS BALLOT BY USING THE eBALLOT PLATFORM, You will need the following information to retrieve and submit your customized eBallot:

<https://eballot.kccllc.net/Tricida>

Unique eBallot ID#: _____
PIN#: _____

Holders of Claims who cast an eBallot should NOT also submit a paper ballot.

IF THE VOTING AGENT DOES NOT ***ACTUALLY RECEIVE*** THIS BALLOT BY MARCH 30, 2023 AT 4:00 P.M. (**PREVAILING EASTERN TIME**) (AND IF THE VOTING DEADLINE IS NOT EXTENDED), YOUR VOTE TRANSMITTED BY THIS BALLOT MAY BE COUNTED TOWARD CONFIRMATION OF THE PLAN ONLY IN THE DISCRETION OF THE DEBTOR.

Instructions for Completing Ballots

1. The Debtor is soliciting the votes of Holders of Claims with respect to the Plan attached as **Exhibit A** to the Disclosure Statement. Capitalized terms used in the Ballot or in these instructions (the “**Ballot Instructions**”) but not otherwise defined therein or herein shall have the meaning set forth in the Plan or the Disclosure Statement Order, as applicable.

2. The Court may confirm the Plan and thereby bind you by the terms of the Plan. Please review the Disclosure Statement for more information.

3. KCC’s “E-Ballot” platform is the sole manner in which Ballots will be accepted via electronic or online transmission. Ballots submitted by facsimile, email, or other means of electronic transmission will not be counted. To have your vote counted, you must electronically complete, sign, and return a customized electronic Ballot by utilizing the E-Ballot on KCC’s website, <http://www.kccllc.net/tricida>. Your Ballot must be received by KCC no later than the Voting Deadline, unless such time is extended by the Debtor.

HOLDERS ARE STRONGLY ENCOURAGED TO SUBMIT THEIR BALLOTS VIA THE E-BALLOT.

4. If you prefer to return a hard copy of your Ballot, you may return it in the enclosed preaddressed, postage prepaid envelope or via first class mail, overnight courier, or hand delivery to:

Tricida Inc. Ballot Processing Center
c/o Kurtzman Carson Consultants LLC
222 N. Pacific Coast Highway
Suite 300
El Segundo, CA 90245

5. To ensure that your vote is counted, you must: (a) complete the Ballot; (b) indicate your decision either to accept or reject the Plan in the boxes provided in Item 3 of the Ballot; and (c) sign and return the Ballot to the address set forth on the enclosed pre-addressed envelope or by a method provided herein. The Voting Deadline for the receipt of Ballots by KCC is 4:00 p.m. (prevailing Eastern Time) on March 30, 2023. Your completed Ballot must be actually received by KCC on or before the Voting Deadline.

6. Except as otherwise provided herein or unless waived by the Debtor or permitted by order of the Bankruptcy Court, unless the Ballot being furnished is timely submitted on or prior to the Voting Deadline, the Debtor shall reject such Ballot as invalid and, therefore, decline to count it in connection with confirmation of the Plan.

7. If you cast more than one Ballot voting the same Claim(s) before the Voting Deadline, the last valid Ballot received on or before the Voting Deadline shall be deemed to reflect your intent and, thus, shall be deemed supersede any prior Ballot. If you simultaneously cast inconsistent Ballots, such Ballots will not be counted.

8. If you cast a Ballot that is properly completed, executed and timely returned to KCC but that does not indicate either an acceptance or rejection of the Plan, the Ballot will not be counted.

9. If you cast a Ballot that is properly completed, executed, and timely returned to KCC but that indicates both an acceptance and a rejection of the Plan, the Ballot will not be counted.

10. You shall be deemed to have voted the full amount of your Claim and shall not be entitled to split your vote within a particular Class. Any Ballot that partially accepts and partially rejects the Plan will not be counted.

11. The following Ballots shall not be counted:

- a. any Ballot that is illegible or contains insufficient information to permit the identification of the Holder;
- b. any Ballot that (A) does not indicate an acceptance or rejection of the Plan, (B) indicates both an acceptance and rejection of the Plan, and/or (C) partially accepts and partially rejects the Plan;
- c. any Ballot cast by a person who does not hold, or represent a person that holds, a Claim in a Voting Class as of the Voting Record Date;
- d. any Ballot received after the Voting Deadline unless the Debtor has granted an extension in writing (including e-mail) with respect to such Ballot. The Holder of a Claim may choose the method of delivery of its Ballot to KCC at its own risk. Delivery of the Ballot will be deemed made only when the original properly executed Ballot is actually received by KCC;
- e. any Ballot delivered by facsimile transmission, electronic mail, or any other means not specifically approved herein, provided that Ballots submitted through the E-Ballot will be counted;
- f. any Ballot sent to a person other than KCC; and
- g. any Ballot not bearing an original signature; provided, however, for the avoidance of doubt, a Ballot submitted via KCC's E-Ballot shall be deemed to contain an original signature.

12. If you are signing a Ballot in your capacity as a trustee, executor, administrator, guardian, attorney in fact, officer of a corporation, or otherwise acting in a fiduciary or representative capacity, you should indicate such capacity when signing and, if requested by KCC, the Debtor, or the Court, you must submit proper evidence to the requesting party to so act on behalf of such Holder. In addition, you should provide their name and mailing address if it is different from that set forth on the attached mailing label or if no such mailing label is attached to the Ballot.

13. The Debtor, subject to contrary order of the Bankruptcy Court, may waive any defect or irregularity as to any particular Ballot at any time, either before or after the close of voting, and any such waiver shall be documented in the Voting Declaration.

14. Neither the Debtor, KCC, nor any other Entity will be under any duty to provide notification of defects or irregularities with respect to delivered Ballots other than as provided in the Voting Declaration, nor will any of them incur any liability for failure to provide such notification.

15. Unless waived by the Debtor, subject to contrary order of the Bankruptcy Court, any defects or irregularities in connection with deliveries of Ballots must be cured prior to the Voting Deadline or such Ballots will not be counted.

16. The Ballot is not a letter of transmittal and may not be used for any purpose other than to vote to accept or reject the Plan. Accordingly, at this time, Holders of Claims should not surrender certificates or instruments representing or evidencing their Claim, and neither the Debtor nor KCC will accept delivery of any such certificates or instruments surrendered together with a Ballot.

17. This Ballot does not constitute, and shall not be deemed to be: (i) a Proof of Claim or (ii) an assertion or admission of a Claim.

18. If you believe you have received the wrong Ballot, you should contact KCC immediately by calling or emailing at (866) 476-0898 (U.S./Canada) or (781) 575-2114 (International) or TricidaInfo@kccllc.com, referencing "Tricida Inc. Ballots" in the subject line.

PLEASE SUBMIT YOUR BALLOT PROMPTLY

IF YOU HAVE ANY QUESTIONS REGARDING THIS BALLOT OR THE VOTING PROCEDURES, PLEASE CONTACT KCC BY CALLING OR EMAILING AT (866) 476-0898 (U.S./CANADA) OR (781) 575-2114 (INTERNATIONAL) OR TRICIDAINFO@KCCLLC.COM

Exhibit 4-A

Form of Notice of Non-Voting Status for Unimpaired Classes

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE

In re:

TRICIDA, INC.,¹

Debtor.

Chapter 11

Case No. 23-10024 (JTD)

Hearing Date: April 6, 2023 at 10:00 a.m. (ET)

Obj. Deadline: March 30, 2023 at 4:00 p.m. (ET)

**NOTICE OF NON-VOTING STATUS OF HOLDERS OF UNIMPAIRED
CLAIMS CONCLUSIVELY PRESUMED TO ACCEPT THE PLAN**

PLEASE TAKE NOTICE that on [●], 2023, the United States Bankruptcy Court for the District of Delaware entered an order [Docket No. ●] (the “Solicitation Procedures Order”): (a) approving the *Disclosure Statement for the Chapter 11 Plan of Liquidation for Tricida, Inc.* [Docket No. ●] (including all exhibits thereto and as may be amended, supplemented, or modified from time to time, the “Disclosure Statement”), (b) approving the solicitation and voting procedures with respect to the proposed *Chapter 11 Plan of Liquidation for Tricida, Inc.* [Docket No. ●] (as may be amended, modified, amended, or supplemented from time to time, the “Plan”)²; (c) approving the solicitation materials and documents to be included in the solicitation packages (the “Solicitation Package”); and (d) approving procedures for soliciting, receiving, and tabulating votes on the Plan and for filing objections to the Plan.

PLEASE TAKE FURTHER NOTICE that because of the nature and treatment of your Claim under the Plan, **you are not entitled to vote on the Plan**. Specifically, under the terms of the Plan, as a holder of a Claim (as currently asserted against the Debtor) that is not Impaired and conclusively presumed to have accepted the Plan pursuant to section 1126(f) of the Bankruptcy Code, you are **not** entitled to vote on the Plan.

PLEASE TAKE FURTHER NOTICE that the hearing at which the Court will consider Confirmation of the Plan (the “Confirmation Hearing”) will commence on **April 6, 2023 at 10:00 a.m. prevailing Eastern Time**, before the Honorable John T. Dorsey, United States Bankruptcy Judge, via Zoom or at the Court, 824 North Market Street, 5th Floor, Courtroom No. 5, Wilmington, Delaware 19801.

PLEASE TAKE FURTHER NOTICE that the deadline for filing objections to the Plan is **March 30, 2023 at 4:00 p.m. prevailing Eastern Time** (the “Plan Objection Deadline”). All objections to the relief sought at the Confirmation Hearing **must**: (a) be in writing; (b) conform to

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.

² Capitalized terms used herein and not otherwise defined has the meanings given to them in the *Chapter 11 Plan of Liquidation for Tricida, Inc.*, dated January 18, 2023.

the Bankruptcy Rules, the Local Rules, and any orders of the Court; (c) state with particularity the legal and factual basis for the objection and, if practicable, a proposed modification to the Plan (or related materials) that would resolve such objection; **and** (d) be filed with the Court (contemporaneously with a proof of service) and served upon the following parties so as to be **actually received** on or before the Plan Objection Deadline:

Debtor	Counsel to the Debtor
<p>Tricida, Inc. 7000 Shoreline Court, Suite 201 South San Francisco, CA 94080 Attn: Bob McKague, Executive Vice President, General Counsel, & Chief Compliance Officer Email: bmckague@tricida.com</p>	<p>Sidley Austin LLP 787 Seventh Avenue New York, New York 10019 Attn: Geoff Levin and Sam Newman Email: glevin@sidley.com, sam.newman@sidley.com</p> <p style="text-align: center;">- and -</p> <p>Young Conaway Stargatt & Taylor LLP Rodney Square 1000 North King Street Wilmington, DE 19801 Attn: Sean Beach, Allison Mielke, Andrew Mark, and Carol Cox Email: sbeach@ycst.com, amielke@ycst.com, amark@ycst.com, ccox@ycst.com</p>
United States Trustee	
<p>Office of The United States Trustee 844 King Street, Suite 2207 Lockbox [●] Wilmington, Delaware 19801 Attn: Timothy J. Fox Jr.</p>	

PLEASE TAKE FURTHER NOTICE that if you would like to obtain a copy of the Disclosure Statement, the Plan, the Plan Supplement, or related documents, you should contact the Debtor’s Voting Agent by writing to Tricida Inc. Ballot Processing Center, c/o KCC, 222 N. Pacific Coast Highway, Suite 300, El Segundo, CA 90245; (b) calling the Debtor’s restructuring hotline at (866) 476-0898 within the United States or Canada or (781) 575-2114 if outside the United States or Canada or emailing TricidaInfo@kccllc.com; or (c) visiting the Debtor’s restructuring website at <https://www.kccllc.net/tricida>. You may also obtain copies of any pleadings filed in this chapter 11 case for a fee via PACER at: <https://www.deb.uscourts.gov/>.

PLEASE TAKE FURTHER NOTICE THE PLAN CONTAINS A SERIES OF RELEASES. NON-VOTING HOLDERS OF IMPAIRED CLAIMS OR INTERESTS SHOULD BE AWARE THAT, IF THE PLAN IS CONFIRMED and if the Effective Date occurs, the Released Parties, as defined in Section I.A. of the Plan and as reproduced in paragraph (a) of the attached optional opt-out election form, will be receiving releases from the Debtor, its estate, and other “Releasing Parties” (as defined in Section I.A. of the Plan and reproduced in paragraph (b) of the attached opt-out election form), and will benefit from

an exculpation and injunction as set forth in Article IX of the Plan and as further described in Section X of the Disclosure Statement. Pursuant to Section I.A. of the Plan, and as reproduced in paragraph (b) below, the definition of “Releasing Parties” granting the Third Party Release described in Section IX.B of the Plan provides that a Holder of Claims or Interests may not be a Releasing Party if it either (a) elects to opt out of the releases contained in Section IX.B of the Plan, or (b) timely files with the Bankruptcy Court on the docket of the Chapter 11 Case an objection to the releases contained in Section IX.B of the Plan that is not resolved before Confirmation.

Dated: January 18, 2023
Wilmington, Delaware

Respectfully submitted,

/s/ Sean M. Beach

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TAYLOR, LLP**

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Proposed Attorneys for Debtor, Tricida, Inc.

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE

In re:

TRICIDA, INC.,¹

Debtor.

Chapter 11

Case No. 23-10024 (JTD)

Hearing Date: April 6, 2023 at 10:00 a.m. (ET)
Obj. Deadline: March 30, 2023 at 4:00 p.m.
(ET)

OPT-OUT ELECTION FORM

UNIMPAIRED NON-VOTING STATUS CLAIMS

Important Information Regarding the Release by Certain Holders of Claims

To provide additional information regarding the Third Party Release, the following sections of the Plan have been copied immediately below: Section I.A. (definition of Released Party), Section I.A. (definition of Releasing Parties), **Section IX.B (Releases by Holders of Claims and Interests)**, Section IX.C (Exculpation), and Section IX.D (Injunction).² To the extent of any discrepancy between the following and the corresponding sections in the Plan, including any modifications or amendments thereto, the sections in the Plan control. Please carefully review the following.

(a) Section I.A. of the Plan defines “Released Party” as:

“Released Party” means each of, and in each case in its capacity as such: (a) the Debtor; (b) the Consenting Noteholder Releasing Parties; and (c) each Related Party of the Debtor or the Consenting Noteholder Releasing Parties, including, for the avoidance of doubt, any professional retained by the Debtor or the Consenting Noteholders in connection with this Chapter 11 Case.

(b) Section I.A. of the Plan defines “Releasing Parties” as:

“Releasing Parties” means, collectively, and in each case, in their respective capacities as such, (a) the Debtor; (b) the Consenting Noteholder Releasing Parties; (c) all Holders of Claims deemed hereunder to have accepted the Plan that have not filed an objection to the release contained in Article IX herein prior to the Voting Deadline; (d) all Holders of a Claim or Interest that (i) vote to accept or reject the Plan and do not timely submit a Release Opt-Out, or (ii)

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.

² Section IX.A of the Plan sets forth the “Releases by the Debtor”, which provides for a release of each Released Party by the Debtor and its Estate (as set forth in Section IX.A of the Plan).

do not vote to accept or reject the Plan and either do not timely submit a Release Opt-Out or do not file an objection to the releases contained in Article IX herein prior to the Voting Deadline; (e) to the maximum extent permitted by Law; each current and former Affiliate of each Person or Entity in clauses (a) through (d); and (f) to the maximum extent permitted by Law, each Related Party of each Entity in clauses (a) through (d).

- (c) Section IX.B of the Plan provides the following in regard to “Releases by the Holders of Claims and Interests” (the “Third Party Release”):

As of the Effective Date, each Releasing Party is deemed to have released and discharged each Released Party from any and all claims and Causes of Action, whether known or unknown, including any claims and Causes of Action that the Debtor or its estate would have been legally entitled to assert in its own right including any claims or Causes of Action that could be asserted derivatively or on behalf of the Debtor (or its estate), that such Entity would have been legally entitled to assert (whether individually or collectively), based on, relating to, or in any manner arising from, in whole or in part, the Debtor (including the management, ownership or operation thereof, or otherwise), any securities issued by the Debtor and the ownership thereof, the Debtor’s in- or out-of-court restructuring efforts, any avoidance actions, the Chapter 11 Case, the formulation, preparation, dissemination, negotiation, or filing of the Term Sheet, the RSA, the Disclosure Statement, the Sale Motion, the Plan, the Plan Supplement, or any other transaction, contract, instrument, release, or other agreement or document created or entered into in connection with the Sale, the Plan, the Plan Supplement, the Chapter 11 Case, the filing of the Chapter 11 Case, the pursuit of the Confirmation Order, the pursuit of the Sale Order, the pursuit of consummation, the administration and implementation of the Plan, including the distribution of property under the Plan or any other related agreement, or upon any other related act or omission, transaction, agreement, event, or other occurrence or omission taking place on or before the Effective Date. Notwithstanding anything to the contrary in the foregoing, the releases set forth above do not release (1) any post Effective Date obligations of any party or entity under the Plan or any document, instrument, or agreement (including those set forth in the Plan Supplement) executed to implement the Plan; (2) any obligations under or in respect of the Sale Order; or (3) the Retained Causes of Action.

Each Person and Entity deemed to grant the releases described in this Section shall be deemed to have granted such releases notwithstanding that such Person or Entity may hereafter discover facts in addition to, or different from, those which such Person or Entity now knows or believes to be true, and without regard to the subsequent discovery or existence of such different or additional facts, and such Person or Entity expressly waives any and all rights that such Person or Entity may have under any statute or common law principle, including, without limitation, section 1542 of the California Civil Code, to the extent such section is applicable, which would limit the effect of such releases to those claims or Causes of Action actually known or suspected

to exist on the Effective Date. Section 1542 of the California Civil Code generally provides as follows: “A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY.”

(d) Section IX.C of the Plan provides the following in regard to “Exculpation”:

Except as otherwise specifically provided in the Plan, no Exculpated Party shall have or incur liability for, and each Exculpated Party is exculpated from any Cause of Action for any Claim related to any act or omission in connection with, relating to, or arising out of, the Chapter 11 Case, the formulation, preparation, dissemination, negotiation, or filing of the Debtor’s in court restructuring efforts, the Term Sheet, the RSA, the Disclosure Statement, the Sale Motion, the Plan, the Plan Supplement, or any restructuring transaction, contract, instrument, release, or other agreement or document created or entered into in connection with the Sale, the Plan, the Plan Supplement, the Chapter 11 Case, the filing of the Chapter 11 Case, the pursuit of the Confirmation Order, the pursuit of the Sale Order, the pursuit of consummation, the administration and implementation of the Plan, including the distribution of property under the Plan or any other related agreement, or upon any other related act or omission, transaction, agreement, event, or other occurrence or omission taking place between the Petition Date and the Effective Date, except for claims related to any act or omission that is determined in a final order by a court of competent jurisdiction to have constituted actual intentional fraud, willful misconduct, or gross negligence of such Person, but in all respects such Entities shall be entitled to reasonably rely upon the written advice of counsel with respect to their duties and responsibilities pursuant to the Plan.

(e) Section IX.D of the Plan providing the following in regarding to “Injunction”:

Except as otherwise provided in the Plan or the Confirmation Order, all Entities who have held, hold, or may hold claims, Interests, Causes of Action, or liabilities that: (1) are subject to compromise and settlement pursuant to the terms of the Plan; (2) have been released pursuant to the Plan; (3) were purchased and released by a purchaser in connection with the Sale; (4) are subject to exculpation pursuant to the Plan; or (5) are otherwise discharged, satisfied, stayed, released, or terminated pursuant to the terms of the Plan, are permanently enjoined and precluded, from and after the Effective Date, from commencing or continuing in any manner, any action or other proceeding, including on account of any claims, Interests, Causes of Action, or liabilities that have been compromised or settled against the Debtor or any Entity so released or exculpated (or the property or estate of any Entity, directly or indirectly, so released or exculpated) on account of, or in connection with or

with respect to, any discharged, released, settled, compromised, or exculpated claims, Interests, Causes of Action, or liabilities, including being permanently enjoined and precluded, from and after the Effective Date, from taking any of the following actions against, as applicable, the Debtor, the Liquidating Trust, the Released Parties, or Exculpated Parties (as applicable): (1) commencing or continuing in any manner any action or other proceeding of any kind on account of or in connection with or with respect to any such claims or Interests; (2) enforcing, attaching, collecting, or recovering by any manner or means any judgment, award, decree, or order against such Entities on account of or in connection with or with respect to any such claims or Interests; (3) creating, perfecting, or enforcing any lien or encumbrance of any kind against such Entities or the property or the estate of such Entities on account of or in connection with or with respect to any such claims or Interests; (4) asserting any right of setoff or subrogation of any kind against any obligation due from such Entities or against the property of such Entities on account of or in connection with or with respect to any such claims or Interests unless such Entity has timely asserted such setoff right in a document filed with the Bankruptcy Court explicitly preserving such setoff, and notwithstanding an indication of a Claim or Interest or otherwise that such Entity asserts, has, or intends to preserve any right of setoff pursuant to applicable law or otherwise; and (5) commencing or continuing in any manner any action or other proceeding of any kind on account of or in connection with or with respect to any such claims or Interests released or settled pursuant to the Plan.

Upon the Bankruptcy Court’s entry of the Confirmation Order, all Holders of Claims and Interests and other parties in interest, along with their respective present or former employees, agents, officers, directors, or principals, shall be enjoined from taking any actions to interfere with the implementation or consummation of this Plan by the Debtor, the Liquidating Trustee, and their respective affiliates, employees, advisors, officers and directors, or agents.

If you wish to opt-out of being a “Releasing Party” under section IX.B of the Plan, please check the following box and complete this form:

The undersigned elects to: <input type="checkbox"/> OPT OUT of the Third Party Release set forth in section IX.B of the Plan	
--	--

Name of Holder:	Address:
Signature:	Telephone Number:

Name of Signatory:	Email:
Title:	Date Completed:

THE OPT-OUT FORM MUST BE COMPLETED AND SUBMITTED, ON OR BEFORE THE OPT-OUT DEADLINE OF MARCH 30, 2023 AT 4:00 P.M. ET, BY ONLY ONE OF THE FOLLOWING APPROVED SUBMISSION METHODS:

<p>First Class Mail, Overnight Courier or Hand-Delivery To:</p> <p>Tricida, Inc. Ballot Processing Center c/o KCC 222 N. Pacific Coast Highway, Suite 300 El Segundo, CA 90245</p>	<p>Electronic, online submission:</p> <p>To submit your Opt-Out Form via KCC’s online portal, please visit: https://eballot.kccllc.net/Tricida and click on “Submit E-Ballot” and follow the instructions to submit your Opt Out Form.</p> <p>IMPORTANT NOTE: You will need the following information to retrieve and submit your customized electronic Opt-Out Form:</p> <p>Unique Opt-Out ID#: _____</p> <p>Pin #: _____</p> <p>KCC’s online portal is the sole manner in which Opt-Out Forms will be accepted via electronic or online transmission. Opt-Out Forms submitted by facsimile, email, or other means of electronic transmission will not be counted.</p> <p>Creditors who submit an Opt-Out Form using KCC’s online portal should NOT also submit a paper Opt-Out Form.</p> <p>If you have any questions, please contact KCC at (866) 476-0898 within the United States or Canada or (781) 575-2114 if outside the United States or Canada or TricidaInfo@kccllc.com</p>
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Exhibit 4-B

Form of Notice of Non-Voting Status for Impaired Classes

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE

In re:

TRICIDA, INC.,¹

Debtor.

Chapter 11

Case No. 23-10024 (JTD)

Hearing Date: April 6, 2023 at 10:00 a.m. (ET)

Obj. Deadline: March 30, 2023 at 4:00 p.m. (ET)

**NOTICE OF NON-VOTING STATUS OF HOLDERS OF
IMPAIRED CLAIMS OR INTERESTS DEEMED TO REJECT THE PLAN**

PLEASE TAKE NOTICE that on [●], 2023, the United States Bankruptcy Court for the District of Delaware entered an order [Docket No. ●] (the “Solicitation Procedures Order”): (a) approving the *Disclosure Statement for the Chapter 11 Plan of Liquidation for Tricida, Inc.* [Docket No. ●] (including all exhibits thereto and as may be amended, supplemented, or modified from time to time, the “Disclosure Statement”), (b) approving the solicitation and voting procedures with respect to the proposed *Chapter 11 Plan of Liquidation for Tricida, Inc.* [Docket No. ●] (as may be amended, modified, amended, or supplemented from time to time, the “Plan”)²; (c) approving the solicitation materials and documents to be included in the solicitation packages (the “Solicitation Package”); and (d) approving procedures for soliciting, receiving, and tabulating votes on the Plan and for filing objections to the Plan.

PLEASE TAKE FURTHER NOTICE that because of the nature and treatment of your Claim under the Plan, **you are not entitled to vote on the Plan**. Specifically, under the terms of the Plan, as a holder of an Interest that is receiving no distribution under the Plan, you are deemed to reject the Plan pursuant to section 1126(g) of the Bankruptcy Code and are **not** entitled to vote on the Plan.

PLEASE TAKE FURTHER NOTICE that the hearing at which the Court will consider Confirmation of the Plan (the “Confirmation Hearing”) will commence on **April 6, 2023 at 10:00 a.m. prevailing Eastern Time**, before the Honorable John T. Dorsey, United States Bankruptcy Judge, via Zoom or at the Court, 824 North Market Street, 5th Floor, Courtroom No. 5, Wilmington, Delaware 19801.

PLEASE TAKE FURTHER NOTICE that the deadline for filing objections to the Plan is **March 30, 2023 at 4:00 p.m. prevailing Eastern Time** (the “Plan Objection Deadline”). All

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.

² Capitalized terms used herein and not otherwise defined has the meanings given to them in the *Chapter 11 Plan of Liquidation for Tricida, Inc.*, dated January 18, 2023.

objections to the relief sought at the Confirmation Hearing **must**: (a) be in writing; (b) conform to the Bankruptcy Rules, the Local Rules, and any orders of the Court; (c) state with particularity the legal and factual basis for the objection and, if practicable, a proposed modification to the Plan (or related materials) that would resolve such objection; **and** (d) be filed with the Court (contemporaneously with a proof of service) and served upon the following parties so as to be **actually received** on or before the Plan Objection Deadline:

Debtor	Counsel to the Debtor
<p>Tricida, Inc. 7000 Shoreline Court, Suite 201 South San Francisco, CA 94080 Attn: Bob McKague, Executive Vice President, General Counsel, & Chief Compliance Officer Email: bmckague@tricida.com</p>	<p>Sidley Austin LLP 787 Seventh Avenue New York, New York 10019 Attn: Geoff Levin and Sam Newman Email: glevin@sidley.com, sam.newman@sidley.com</p> <p style="text-align: center;">- and -</p> <p>Young Conaway Stargatt & Taylor LLP Rodney Square 1000 North King Street Wilmington, DE 19801 Attn: Sean Beach, Allison Mielke, Andrew Mark, and Carol Cox Email: sbeach@ycst.com, amielke@ycst.com, amark@ycst.com, ccox@ycst.com</p>
United States Trustee	
<p>Office of The United States Trustee 844 King Street, Suite 2207 Lockbox [●] Wilmington, Delaware 19801 Attn: Timothy J. Fox Jr.</p>	

PLEASE TAKE FURTHER NOTICE that if you would like to obtain a copy of the Disclosure Statement, the Plan, the Plan Supplement, or related documents, you should contact the Debtor’s Voting Agent by writing to Tricida, Inc. Claims Processing Center, c/o KCC, 222 N. Pacific Coast Highway, Suite 300, El Segundo, CA 90245; (b) calling the Debtor’s restructuring hotline at (866) 476-0898 within the United States or Canada or (781) 575-2114 if outside the United States or Canada or emailing TricidaInfo@kccllc.com; or (c) visiting the Debtor’s restructuring website at <https://www.kccllc.net/tricida>. You may also obtain copies of any pleadings filed in this chapter 11 case for a fee via PACER at: <https://www.deb.uscourts.gov/>.

PLEASE TAKE FURTHER NOTICE THE PLAN CONTAINS A SERIES OF RELEASES. NON-VOTING HOLDERS OF IMPAIRED CLAIMS OR INTERESTS SHOULD BE AWARE THAT, IF THE PLAN IS CONFIRMED and if the Effective Date occurs, the Released Parties, as defined in Section I.A. of the Plan and as reproduced in

paragraph (a) of the attached optional opt-out election form, will be receiving releases from the Debtor, its estate, and other “Releasing Parties” (as defined in Section I.A. of the Plan and reproduced in paragraph (b) of the attached opt-out election form), and will benefit from an exculpation and injunction as set forth in Article IX of the Plan and as further described in Section X of the Disclosure Statement. Pursuant to Section I.A. of the Plan, and as reproduced in paragraph (b) below, the definition of “Releasing Parties” granting the Third Party Release described in Section IX.B of the Plan provides that a Holder of Claims or Interests may not be a Releasing Party if it either (a) elects to opt out of the releases contained in Section IX.B of the Plan, or (b) timely files with the Bankruptcy Court on the docket of the Chapter 11 Case an objection to the releases contained in Section IX.B of the Plan that is not resolved before Confirmation.

Dated: January 18, 2023
Wilmington, Delaware

Respectfully submitted,

/s/ Sean M. Beach

**YOUNG CONAWAY STARGATT &
TAYLOR, LLP**

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Proposed Attorneys for Debtor, Tricida, Inc.

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE

In re:

TRICIDA, INC.,¹

Debtor.

Chapter 11

Case No. 23-10024 (JTD)

Hearing Date: April 6, 2023 at 10:00 a.m. (ET)

Obj. Deadline: March 30, 2023 at 4:00 p.m. (ET)

OPT-OUT ELECTION FORM

IMPAIRED NON-VOTING STATUS CLAIMS OR INTERESTS

Important Information Regarding the Release by Certain Holders of Claims

To provide additional information regarding the Third Party Release, the following sections of the Plan have been copied immediately below: Section I.A. (definition of Released Party), Section I.A. (definition of Releasing Parties), **Section IX.B (Releases by Holders of Claims and Interests)**, Section IX.C (Exculpation), and Section IX.D (Injunction).² To the extent of any discrepancy between the following and the corresponding sections in the Plan, including any modifications or amendments thereto, the sections in the Plan control. Please carefully review the following.

- (a) Section I.A. of the Plan defines “Released Party” as:

“Released Party” means each of, and in each case in its capacity as such: (a) the Debtor; (b) the Consenting Noteholder Releasing Parties; and (c) each Related Party of the Debtor or the Consenting Noteholder Releasing Parties, including, for the avoidance of doubt, any professional retained by the Debtor or the Consenting Noteholders in connection with this Chapter 11 Case.

- (b) Section I.A. of the Plan defines “Releasing Parties” as:

“Releasing Parties” means, collectively, and in each case, in their respective capacities as such, (a) the Debtor; (b) the Consenting Noteholder Releasing Parties; (c) all Holders of Claims deemed hereunder to have accepted the Plan that have not filed an objection to the release contained in Article IX herein prior to the Voting Deadline; (d) all Holders of a Claim or Interest that (i) vote to accept or reject the Plan and do not timely submit a Release Opt-Out, or (ii)

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² Section IX.A of the Plan sets forth the “Releases by the Debtor”, which provides for a release of each Released Party by the Debtor and its Estate (as set forth in Section IX.A of the Plan).

do not vote to accept or reject the Plan and either do not timely submit a Release Opt-Out or do not file an objection to the releases contained in Article IX herein prior to the Voting Deadline; (e) to the maximum extent permitted by Law; each current and former Affiliate of each Person or Entity in clauses (a) through (d); and (f) to the maximum extent permitted by Law, each Related Party of each Entity in clauses (a) through (d).

- (c) Section IX.B of the Plan provides the following in regard to “Releases by the Holders of Claims and Interests” (the “Third Party Release”):

As of the Effective Date, each Releasing Party is deemed to have released and discharged each Released Party from any and all claims and Causes of Action, whether known or unknown, including any claims and Causes of Action that the Debtor or its estate would have been legally entitled to assert in its own right including any claims or Causes of Action that could be asserted derivatively or on behalf of the Debtor (or its estate), that such Entity would have been legally entitled to assert (whether individually or collectively), based on, relating to, or in any manner arising from, in whole or in part, the Debtor (including the management, ownership or operation thereof, or otherwise), any securities issued by the Debtor and the ownership thereof, the Debtor’s in- or out-of-court restructuring efforts, any avoidance actions, the Chapter 11 Case, the formulation, preparation, dissemination, negotiation, or filing of the Term Sheet, the RSA, the Disclosure Statement, the Sale Motion, the Plan, the Plan Supplement, or any other transaction, contract, instrument, release, or other agreement or document created or entered into in connection with the Sale, the Plan, the Plan Supplement, the Chapter 11 Case, the filing of the Chapter 11 Case, the pursuit of the Confirmation Order, the pursuit of the Sale Order, the pursuit of consummation, the administration and implementation of the Plan, including the distribution of property under the Plan or any other related agreement, or upon any other related act or omission, transaction, agreement, event, or other occurrence or omission taking place on or before the Effective Date. Notwithstanding anything to the contrary in the foregoing, the releases set forth above do not release (1) any post Effective Date obligations of any party or entity under the Plan or any document, instrument, or agreement (including those set forth in the Plan Supplement) executed to implement the Plan; (2) any obligations under or in respect of the Sale Order; or (3) the Retained Causes of Action.

Each Person and Entity deemed to grant the releases described in this Section shall be deemed to have granted such releases notwithstanding that such Person or Entity may hereafter discover facts in addition to, or different from, those which such Person or Entity now knows or believes to be true, and without regard to the subsequent discovery or existence of such different or additional facts, and such Person or Entity expressly waives any and all rights that such Person or Entity may have under any statute or common law principle, including, without limitation, section 1542 of the California Civil

Code, to the extent such section is applicable, which would limit the effect of such releases to those claims or Causes of Action actually known or suspected to exist on the Effective Date. Section 1542 of the California Civil Code generally provides as follows: “A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY.”

- (d) Section IX.C of the Plan provides the following in regard to “Exculpation”:

Except as otherwise specifically provided in the Plan, no Exculpated Party shall have or incur liability for, and each Exculpated Party is exculpated from any Cause of Action for any Claim related to any act or omission in connection with, relating to, or arising out of, the Chapter 11 Case, the formulation, preparation, dissemination, negotiation, or filing of the Debtor’s in court restructuring efforts, the Term Sheet, the RSA, the Disclosure Statement, the Sale Motion, the Plan, the Plan Supplement, or any restructuring transaction, contract, instrument, release, or other agreement or document created or entered into in connection with the Sale, the Plan, the Plan Supplement, the Chapter 11 Case, the filing of the Chapter 11 Case, the pursuit of the Confirmation Order, the pursuit of the Sale Order, the pursuit of consummation, the administration and implementation of the Plan, including the distribution of property under the Plan or any other related agreement, or upon any other related act or omission, transaction, agreement, event, or other occurrence or omission taking place between the Petition Date and the Effective Date, except for claims related to any act or omission that is determined in a final order by a court of competent jurisdiction to have constituted actual intentional fraud, willful misconduct, or gross negligence of such Person, but in all respects such Entities shall be entitled to reasonably rely upon the written advice of counsel with respect to their duties and responsibilities pursuant to the Plan.

- (e) Section IX.D of the Plan providing the following in regarding to “Injunction”:

Except as otherwise provided in the Plan or the Confirmation Order, all Entities who have held, hold, or may hold claims, Interests, Causes of Action, or liabilities that: (1) are subject to compromise and settlement pursuant to the terms of the Plan; (2) have been released pursuant to the Plan; (3) were purchased and released by a purchaser in connection with the Sale; (4) are subject to exculpation pursuant to the Plan; or (5) are otherwise discharged, satisfied, stayed, released, or terminated pursuant to the terms of the Plan, are permanently enjoined and precluded, from and after the Effective Date, from commencing or continuing in any manner, any action or other proceeding, including on account of any claims, Interests, Causes of Action, or liabilities that have been compromised or settled against the Debtor or any Entity so

released or exculpated (or the property or estate of any Entity, directly or indirectly, so released or exculpated) on account of, or in connection with or with respect to, any discharged, released, settled, compromised, or exculpated claims, Interests, Causes of Action, or liabilities, including being permanently enjoined and precluded, from and after the Effective Date, from taking any of the following actions against, as applicable, the Debtor, the Liquidating Trust, the Released Parties, or Exculpated Parties (as applicable): (1) commencing or continuing in any manner any action or other proceeding of any kind on account of or in connection with or with respect to any such claims or Interests; (2) enforcing, attaching, collecting, or recovering by any manner or means any judgment, award, decree, or order against such Entities on account of or in connection with or with respect to any such claims or Interests; (3) creating, perfecting, or enforcing any lien or encumbrance of any kind against such Entities or the property or the estate of such Entities on account of or in connection with or with respect to any such claims or Interests; (4) asserting any right of setoff or subrogation of any kind against any obligation due from such Entities or against the property of such Entities on account of or in connection with or with respect to any such claims or Interests unless such Entity has timely asserted such setoff right in a document filed with the Bankruptcy Court explicitly preserving such setoff, and notwithstanding an indication of a Claim or Interest or otherwise that such Entity asserts, has, or intends to preserve any right of setoff pursuant to applicable law or otherwise; and (5) commencing or continuing in any manner any action or other proceeding of any kind on account of or in connection with or with respect to any such claims or Interests released or settled pursuant to the Plan.

Upon the Bankruptcy Court’s entry of the Confirmation Order, all Holders of Claims and Interests and other parties in interest, along with their respective present or former employees, agents, officers, directors, or principals, shall be enjoined from taking any actions to interfere with the implementation or consummation of this Plan by the Debtor, the Liquidating Trustee, and their respective affiliates, employees, advisors, officers and directors, or agents.

If you wish to opt-out of being a “Releasing Party” under section IX.B of the Plan, please check the following box and complete this form:

The undersigned elects to:	
<input type="checkbox"/> OPT OUT of the Third Party Release set forth in section IX.B of the Plan	

Name of Holder:	Address:
Signature:	Telephone Number:

Name of Signatory:	Email:
Title	Date Completed:

THE OPT-OUT FORM MUST BE COMPLETED AND SUBMITTED, ON OR BEFORE THE OPT-OUT DEADLINE OF MARCH 30, 2023 AT 4:00 P.M. ET, BY ONLY ONE OF THE FOLLOWING APPROVED SUBMISSION METHODS:

<p>First Class Mail, Overnight Courier or Hand-Delivery To:</p> <p>Tricida, Inc. Claims Processing Center c/o KCC 222 N. Pacific Coast Highway, Suite 300 El Segundo, CA 90245</p>	<p>Electronic, online submission:</p> <p>To submit your Opt-Out Form via KCC’s online portal, please visit: https://eballot.kccllc.net/Tricida and click on “Submit E-Ballot” and follow the instructions to submit your Opt Out Form.</p> <p>IMPORTANT NOTE: You will need the following information to retrieve and submit your customized electronic Opt-Out Form:</p> <p>Unique Opt-Out ID#: _____</p> <p>KCC’s online portal is the sole manner in which Opt-Out Forms will be accepted via electronic or online transmission. Opt-Out Forms submitted by facsimile, email, or other means of electronic transmission will <u>not</u> be counted.</p> <p>Creditors who submit an Opt-Out Form using KCC’s online portal should <u>NOT</u> also submit a paper Opt-Out Form.</p> <p>If you have any questions, please contact KCC at (866) 476-0898 within the United States or Canada or (781) 575-2114 if outside the United States or Canada or TricidaInfo@kccllc.com.</p>
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EXHIBIT 5-A

Class 8 Opt-Out Form: Beneficial Holders

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

In re:

TRICIDA, INC.,¹

Debtor.

Chapter 11

Case No. 23-10024 (JTD)

Hearing Date: April 6, 2023 at 10:00 a.m. (ET)
Obj. Deadline: March 30, 2023 at 4:00 p.m. (ET)

**BENEFICIAL HOLDER OPT-OUT FORM FOR
CLASS 8 – DEBTOR’S INTERESTS**

PLEASE READ AND FOLLOW THE ENCLOSED INSTRUCTIONS FOR COMPLETING THIS BENEFICIAL HOLDER OPT-OUT FORM CAREFULLY BEFORE COMPLETING THIS BENEFICIAL HOLDER OPT-OUT FORM.

UNLESS YOU CHECK THE BOX ON THIS BENEFICIAL HOLDER OPT-OUT FORM BELOW AND FOLLOW ALL INSTRUCTIONS, YOU WILL BE HELD TO FOREVER RELEASE THE RELEASED PARTIES IN ACCORDANCE WITH THE PLAN.

THIS BENEFICIAL HOLDER OPT-OUT FORM MUST BE COMPLETED, EXECUTED AND RETURNED TO YOUR NOMINEE IN SUFFICIENT TIME TO ALLOW YOUR NOMINEE TO PROCESS YOUR INSTRUCTIONS ON A MASTER OPT-OUT FORM AND RETURN TO KURTZMAN CARSON CONSULTANTS LLC (THE “VOTING AND CLAIMS AGENT”) SO THAT IS ACTUALLY RECEIVED ON OR BEFORE 4:00 P.M. PREVAILING EASTERN TIME ON MARCH 30, 2023 (THE “OPT-OUT DEADLINE”).

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.

The above-captioned debtor and debtor in possession (the “**Debtor**”) is soliciting votes with respect to the *Chapter 11 Plan of Liquidation for Tricida, Inc* (as may be amended from time to time, the “**Plan**”) as set forth in the Disclosure Statement for the Plan (as may be amended from time to time, the “**Disclosure Statement**”). Capitalized terms used but not otherwise defined herein shall have the meanings set forth in the Plan. Moreover, in the event of any conflict, inconsistency or discrepancy between statements contained herein and any statements in the Plan (as may be amended), the Plan (as may be amended) will govern and control for all purposes.

As set forth in the Notice of Non-Voting Status of Holders of Impaired Claims or Interests, (the “**Notice**”) accompanying this opt-out form (the “**Beneficial Holder Opt-Out Form**”), you are receiving this Beneficial Holder Opt-Out Form because you are a Holder of equity Interests in Class 8 (Debtor’s Interests) as of the Voting Record Date. Pursuant to the terms of the Plan, Holders of equity Interests in Class 8 are not entitled to receive or retain any recovery under the Plan and, therefore, pursuant to section 1126(g) of the Bankruptcy Code, you are deemed to reject the Plan. Accordingly, this Beneficial Holder Opt-Out Form is being provided to Holders of Interests in Class 8 solely for the purpose of allowing such Holders to affirmatively opt out of the Third-Party Release (defined herein) set forth in the Plan, if they so choose. Even though you are deemed to reject the Plan, you will nevertheless be deemed to consent to the Third-Party Release set forth in Article IX.B of the Plan unless you clearly indicate your decision to opt-out of the Third-Party Release by checking the box in Item 1 of this Beneficial Holder Opt-Out Form.

This Beneficial Holder Opt-Out Form may not be used for any purpose other than opting out of the Third-Party Release contained in the Plan. If you believe you have received this Beneficial Holder Opt-Out Form in error, or if you believe that you have received the wrong opt-out form, please contact the Voting and Claims Agent immediately at the address, email address, or telephone number set forth herein.

Before completing this Beneficial Holder Opt-Out Form, please read and follow the enclosed “Instructions for Completing this Beneficial Holder Opt-Out Form” carefully to ensure that you complete, execute and return this Beneficial Holder Opt-Out Form properly.

Item 1. Optional Third-Party Release Election.

Item 1 is to be completed **only** if you are **opting out** of the Third-Party Release contained in Article IX.B of the Plan.

IMPORTANT INFORMATION REGARDING THE RELEASE OF CLAIMS BY THIRD PARTIES:

ARTICLE IX OF THE PLAN CONTAINS RELEASE, EXCULPATION AND INJUNCTION PROVISIONS, WHICH ARE SET FORTH AT THE END OF THIS BENEFICIAL HOLDER OPT-OUT FORM. YOU SHOULD REVIEW THESE PROVISIONS CAREFULLY.

IF YOU SUBMIT THIS BENEFICIAL HOLDER OPT-OUT FORM OR YOUR NOMINEE SUBMITS THE MASTER OPT-OUT FORM ON YOUR BEHALF WITHOUT THIS BOX CHECKED, THEN YOU WILL BE DEEMED TO CONSENT TO THE THIRD-PARTY RELEASE SET FORTH IN ARTICLE IX.B OF THE PLAN. PLEASE BE ADVISED

THAT BY NOT CHECKING THE BOX BELOW YOU ELECT TO GRANT THE THIRD-PARTY RELEASE IN EACH AND EVERY CAPACITY IN WHICH YOU HOLD A CLAIM AGAINST, OR EQUITY INTEREST IN, THE DEBTOR. YOU MUST AFFIRMATIVELY CHECK THE BOX BELOW IN ORDER TO OPT-OUT OF THE THIRD-PARTY RELEASE.

PLEASE ALSO BE ADVISED THAT THE DEBTOR RELEASE CONTAINED IN ARTICLE IX.A OF THE PLAN WILL BE INCLUDED IN THE CONFIRMATION ORDER AND THAT IT IS SEPARATE FROM AND INDEPENDENT OF THE THIRD-PARTY RELEASE. IF YOU OBJECT TO THE DEBTOR RELEASE, YOU MUST FILE A SEPARATE OBJECTION WITH THE BANKRUPTCY COURT IN ACCORDANCE WITH THE PROCEDURES DESCRIBED IN THE SCHEDULING ORDER.

- OPT-OUT ELECTION: The undersigned elects to opt-out of the Third Party Release contained in Article IX.B of the Plan.

Item 2. Certifications.

By signing this Beneficial Holder Opt-Out Form, the undersigned certifies to the Bankruptcy Court and the Debtor:

- a. that either: (i) the undersigned is the Holder of the Class 8 – Debtor’s Interests, or (ii) the undersigned is an authorized signatory for an Entity or Person that is beneficial Holder of Class 8 – Debtor’s Interests;
- b. that the undersigned (or in the case of an authorized signatory, the Holder) has received a copy of the Notice, including instructions to access the Disclosure Statement, and that this Beneficial Holder Opt-Out Form is made pursuant to the terms and conditions set forth therein;
- c. that the undersigned has made the same election with respect to all Class 8 – Debtor’s Interests; and
- d. that no other Opt-Out Form with respect to the beneficial Holder’s Class 8 – Debtor’s Interests have been cast or, if any other Opt-Out Forms have been cast with respect to such equity Interests in, the Debtor, such Opt-Out Forms are hereby revoked.

By signing this Beneficial Holder Opt-Out Form, the undersigned authorizes and instructs its Nominee (a) to furnish the election information in a Master Opt-Out Form to be transmitted to the Voting and Claims Agent and (b) to retain this Beneficial Holder Opt-Out Form and related information in its records for at least one year after the Effective Date of the Plan.

Name of Holder: _____	(Print or Type)
Social Security or Federal Tax Identification Number: _____	
Signature: _____	
Name of Signatory: _____	(If other than Holder)
Title: _____	
Address: _____	

Date Completed: _____	

YOUR RECEIPT OF THIS OPT-OUT FORM DOES NOT SIGNIFY THAT YOUR EQUITY INTEREST HAS BEEN OR WILL BE ALLOWED.

If your address or contact information has changed, please note the new information above.

PLEASE COMPLETE, SIGN AND DATE THIS BENEFICIAL HOLDER OPT-OUT FORM AND RETURN IT TO YOUR NOMINEE IN SUFFICIENT TIME TO ALLOW YOUR NOMINEE TO PROCESS YOUR INSTRUCTIONS ON A MASTER OPT-OUT FORM AND RETURN TO THE VOTING AND CLAIMS AGENT SO THAT IT IS ACTUALLY RECEIVED ON OR PRIOR TO THE OPT OUT DEADLINE.

IF THE VOTING AND CLAIMS AGENT DOES NOT ACTUALLY RECEIVE A MASTER OPT-OUT FORM ON OR BEFORE 4:00 P.M. PREVAILING EASTERN TIME ON MARCH 30, 2023, THEN YOUR ELECTION TRANSMITTED HEREBY WILL NOT BE EFFECTIVE.

BENEFICIAL HOLDER OPT-OUT FORMS SENT DIRECTLY TO THE VOTING AND CLAIMS AGENT BY FACSIMILE, TELECOPY, OR ELECTRONIC MAIL WILL NOT BE ACCEPTED.

Class 8 – Debtor’s Interests

INSTRUCTIONS FOR COMPLETING THIS FORM

1. Capitalized terms used in the Beneficial Holder Opt-Out Form or in these instructions (the “**Beneficial Holder Opt-Out Form Instructions**”) but not otherwise defined therein or herein shall have the meaning set forth in the Plan, a copy of which also accompanies the Beneficial Holder Opt-Out Form.
2. To ensure that your election is counted, you must complete the Beneficial Holder Opt-Out Form and take the following steps: (a) clearly indicate your decision to “opt out” of the Third-Party Release set forth in the Plan in Item 1 above;); and (b) sign, date and return an original of your Beneficial Holder Opt-Out Form to your Nominee in accordance with paragraph 3 directly below.
3. **Return of Beneficial Holder Opt-Out Form:** Your Beneficial Holder Opt-Out Form **MUST** be returned to your Nominee in sufficient time to allow your Nominee to process your instructions on a Master Opt-Out Form and return to the Voting and Claims Agent so as to be **actually received** by the Voting and Claims Agent on or before the Opt-Out Deadline, which is 4:00 p.m. prevailing Eastern Time on March 30, 2023.
4. If a Master Opt-Out Form is received by the Voting and Claims Agent after the Opt-Out Deadline, it will not be effective, unless the Debtor had granted an extension of the Opt-Out Deadline in writing with respect to such Master Opt-Out Form. Additionally, the following Opt-Out Forms will NOT be counted:
 - ANY BENEFICIAL HOLDER OR MASTER OPT-OUT FORM THAT IS ILLEGIBLE OR CONTAINS INSUFFICIENT INFORMATION TO PERMIT THE IDENTIFICATION OF THE HOLDER OF THE EQUITY INTEREST;
 - ANY BENEFICIAL HOLDER OR MASTER OPT-OUT FORM CAST BY OR ON BEHALF OF AN ENTITY THAT IS NOT ENTITLED TO OPT-OUT OF THE THIRD-PARTY RELEASE;
 - ANY BENEFICIAL HOLDER OR MASTER OPT-OUT FORM SENT TO THE DEBTOR, THE DEBTOR’S AGENTS/REPRESENTATIVES (OTHER THAN THE VOTING AND CLAIMS AGENT), ANY INDENTURE TRUSTEE OR THE DEBTOR’S FINANCIAL OR LEGAL ADVISORS;
 - ANY BENEFICIAL HOLDER OPT-OUT FORM TRANSMITTED BY FACSIMILE, TELECOPY OR ELECTRONIC MAIL (UNLESS THE AFOREMENTIONED IS PRE-AUTHORIZED BY THE NOMINEE);
 - ANY UNSIGNED BENEFICIAL HOLDER OR MASTER OPT-OUT FORM; OR

- ANY BENEFICIAL HOLDER OR MASTER OPT-OUT FORM NOT CAST IN ACCORDANCE WITH THE PROCEDURES APPROVED BY THE BANKRUPTCY COURT.
5. The method of delivery of Beneficial Opt-Out Forms to your Nominee is at the election and risk of each Holder of an equity Interest. Except as otherwise provided herein, such delivery will be deemed made to the Voting and Claims Agent only when the Voting and Claims Agent **actually receives** a Master Opt-Out Form from your Nominee. Instead of effecting delivery by first-class mail, it is recommended, though not required, that your Nominee use an overnight or hand delivery service. In all cases, Beneficial Holders, or their Nominees, should allow sufficient time to assure timely delivery.
 6. If multiple Opt-Out Forms are received from the same Holder of a Class 8 – Debtor’s Interest with respect to the same Class 8 equity Interest prior to the Opt-Out Deadline, the last Opt-Out Form timely received will supersede and revoke any earlier received Opt-Out Forms.
 7. The Beneficial Holder Opt-Out Form is not a letter of transmittal and may not be used for any purpose other than to opt-out of the Third-Party Release. Accordingly, at this time, Holders of equity Interests should not surrender certificates or instruments representing or evidencing their equity Interests, and neither the Debtor nor the Voting and Claims Agent will accept delivery of any such certificates or instruments surrendered together with a Beneficial Holder Opt-Out Form.
 8. This Beneficial Holder Opt-Out Form does not constitute, and shall not be deemed to be, (a) a proof of interest or (b) an assertion or admission of an equity Interest.
 9. Please be sure to sign and date your Beneficial Holder Opt-Out Form. If you are signing a Beneficial Holder Opt-Out Form in your capacity as a trustee, executor, administrator, guardian, attorney in fact, officer of a corporation or otherwise acting in a fiduciary or representative capacity, you must indicate such capacity when signing and, if required or requested by the Voting and Claims Agent, the Debtor or the Bankruptcy Court, must submit proper evidence to the requesting party to so act on behalf of such Holder. In addition, please provide your name and mailing address if it is different from that set forth on the attached mailing label or if no such mailing label is attached to the Beneficial Holder Opt-Out Form.

PLEASE RETURN YOUR BENEFICIAL HOLDER OPT-OUT FORM PROMPTLY!

IF YOU HAVE ANY QUESTIONS REGARDING THIS BENEFICIAL HOLDER OPT-OUT FORM OR THE INSTRUCTIONS OR PROCEDURES, PLEASE CONTACT

THE VOTING AND CLAIMS AGENT AT:

(866) 476-0898 (U.S./Canada) or (781) 575-2114 (international)

Or via email: TricidaInfo@kccllc.com

IF THE VOTING AND CLAIMS AGENT DOES NOT ACTUALLY RECEIVE A MASTER OPT-OUT FORM FROM YOUR NOMINEE BEFORE THE OPT-OUT DEADLINE, WHICH IS 4:00 P.M. PREVAILING EASTERN TIME ON MARCH 30, 2023, THEN YOUR ELECTION TRANSMITTED HEREBY WILL NOT BE EFFECTIVE.

NO PERSON HAS BEEN AUTHORIZED TO GIVE ANY INFORMATION OR ADVICE, OR TO MAKE ANY REPRESENTATION, REGARDING THE DEBTOR OR THE PLAN, OTHER THAN WHAT IS CONTAINED IN THE DOCUMENTS MAILED HERewith.

NOTICE REGARDING CERTAIN RELEASE, EXCULPATION AND INJUNCTION PROVISIONS IN THE PLAN

PLEASE BE ADVISED THAT THE PLAN CONTAINS CERTAIN RELEASE, EXCULPATION, AND INJUNCTION PROVISIONS, INCLUDING:

1. Section IX.B of the Plan provides the following in regard to “Releases by the Holders of Claims and Interests” (the “Third Party Release”):
2. **As of the Effective Date, each Releasing Party is deemed to have released and discharged each Released Party from any and all claims and Causes of Action, whether known or unknown, including any claims and Causes of Action that the Debtor or its estate would have been legally entitled to assert in its own right including any claims or Causes of Action that could be asserted derivatively or on behalf of the Debtor (or its estate), that such Entity would have been legally entitled to assert (whether individually or collectively), based on, relating to, or in any manner arising from, in whole or in part, the Debtor (including the management, ownership or operation thereof, or otherwise), any securities issued by the Debtor and the ownership thereof, the Debtor’s in- or out-of-court restructuring efforts, any avoidance actions, the Chapter 11 Case, the formulation, preparation, dissemination, negotiation, or filing of the Term Sheet, the RSA, the Disclosure Statement, the Sale Motion, the Plan, the Plan Supplement, or any other transaction, contract, instrument, release, or other agreement or document created or entered into in connection with the Sale, the Plan, the Plan Supplement, the Chapter 11 Case, the filing of the Chapter 11 Case, the pursuit of the Confirmation Order, the pursuit of the Sale Order, the pursuit of consummation, the administration and implementation of the Plan, including the distribution of property under the Plan or any other related agreement, or**

upon any other related act or omission, transaction, agreement, event, or other occurrence or omission taking place on or before the Effective Date. Notwithstanding anything to the contrary in the foregoing, the releases set forth above do not release (1) any post Effective Date obligations of any party or entity under the Plan or any document, instrument, or agreement (including those set forth in the Plan Supplement) executed to implement the Plan; (2) any obligations under or in respect of the Sale Order; or (3) the Retained Causes of Action.

Each Person and Entity deemed to grant the releases described in this Section shall be deemed to have granted such releases notwithstanding that such Person or Entity may hereafter discover facts in addition to, or different from, those which such Person or Entity now knows or believes to be true, and without regard to the subsequent discovery or existence of such different or additional facts, and such Person or Entity expressly waives any and all rights that such Person or Entity may have under any statute or common law principle, including, without limitation, section 1542 of the California Civil Code, to the extent such section is applicable, which would limit the effect of such releases to those claims or Causes of Action actually known or suspected to exist on the Effective Date. Section 1542 of the California Civil Code generally provides as follows: “A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY.”

3. Section IX.C of the Plan provides the following in regard to “Exculpation”:

Except as otherwise specifically provided in the Plan, no Exculpated Party shall have or incur liability for, and each Exculpated Party is exculpated from any Cause of Action for any Claim related to any act or omission in connection with, relating to, or arising out of, the Chapter 11 Case, the formulation, preparation, dissemination, negotiation, or filing of the Debtor’s in court restructuring efforts, the Term Sheet, the RSA, the Disclosure Statement, the Sale Motion, the Plan, the Plan Supplement, or any restructuring transaction, contract, instrument, release, or other agreement or document created or entered into in connection with the Sale, the Plan, the Plan Supplement, the Chapter 11 Case, the filing of the Chapter 11 Case, the pursuit of the Confirmation Order, the pursuit of the Sale Order, the pursuit of consummation, the administration and implementation of the Plan, including the distribution of property under the Plan or any other related agreement, or upon any other related act or omission, transaction, agreement, event, or other occurrence or omission taking place between the Petition Date and the Effective Date, except for claims related to any act or omission that is determined in a final order by a court of competent jurisdiction to have constituted actual intentional fraud, willful misconduct, or gross negligence of such Person, but in all respects such Entities shall be entitled to reasonably rely upon the written advice of counsel with respect to their duties and responsibilities pursuant to the Plan.

4. Section IX.D of the Plan providing the following in regarding to “Injunction”:

Except as otherwise provided in the Plan or the Confirmation Order, all Entities who have held, hold, or may hold claims, Interests, Causes of Action, or liabilities that: (1) are subject to compromise and settlement pursuant to the terms of the Plan; (2) have been released pursuant to the Plan; (3) were purchased and released by a purchaser in connection with the Sale; (4) are subject to exculpation pursuant to the Plan; or (5) are otherwise discharged, satisfied, stayed, released, or terminated pursuant to the terms of the Plan, are permanently enjoined and precluded, from and after the Effective Date, from commencing or continuing in any manner, any action or other proceeding, including on account of any claims, Interests, Causes of Action, or liabilities that have been compromised or settled against the Debtor or any Entity so released or exculpated (or the property or estate of any Entity, directly or indirectly, so released or exculpated) on account of, or in connection with or with respect to, any discharged, released, settled, compromised, or exculpated claims, Interests, Causes of Action, or liabilities, including being permanently enjoined and precluded, from and after the Effective Date, from taking any of the following actions against, as applicable, the Debtor, the Liquidating Trust, the Released Parties, or Exculpated Parties (as applicable): (1) commencing or continuing in any manner any action or other proceeding of any kind on account of or in connection with or with respect to any such claims or Interests; (2) enforcing, attaching, collecting, or recovering by any manner or means any judgment, award, decree, or order against such Entities on account of or in connection with or with respect to any such claims or Interests; (3) creating, perfecting, or enforcing any lien or encumbrance of any kind against such Entities or the property or the estate of such Entities on account of or in connection with or with respect to any such claims or Interests; (4) asserting any right of setoff or subrogation of any kind against any obligation due from such Entities or against the property of such Entities on account of or in connection with or with respect to any such claims or Interests unless such Entity has timely asserted such setoff right in a document filed with the Bankruptcy Court explicitly preserving such setoff, and notwithstanding an indication of a Claim or Interest or otherwise that such Entity asserts, has, or intends to preserve any right of setoff pursuant to applicable law or otherwise; and (5) commencing or continuing in any manner any action or other proceeding of any kind on account of or in connection with or with respect to any such claims or Interests released or settled pursuant to the Plan.

Upon the Bankruptcy Court’s entry of the Confirmation Order, all Holders of Claims and Interests and other parties in interest, along with their respective present or former employees, agents, officers, directors, or principals, shall be enjoined from taking any actions to interfere with the implementation or consummation of this Plan by the Debtor, the Liquidating Trustee, and their respective affiliates, employees, advisors, officers and directors, or agents.

5. Article XII.B – Immediate Binding Effect

Notwithstanding Bankruptcy Rules 3020(e) or 7062 or otherwise, upon the occurrence of the Effective Date, the terms of the Plan and the documents and instruments contained in

the Plan Supplement shall be immediately effective and enforceable and deemed binding upon the Debtor, the Liquidating Trustee, all Holders of Claims against and Interests in the Debtor (regardless of whether any such Holder has voted or failed to vote to accept or reject this Plan and regardless of whether any such Holder is entitled to receive any distribution under this Plan), all Entities that are parties to or are subject to the settlements, compromises, releases, and injunctions described in the Plan, each Entity acquiring property under the Plan, any and all non-Debtor parties to Executory Contracts and Unexpired Leases, and all parties in interest.

Relevant Definitions Related to Release and Exculpation Provisions:

1. Section I.A. of the Plan defines “Released Party” as:

“Released Party” means each of, and in each case in its capacity as such: (a) the Debtor; (b) the Consenting Noteholder Releasing Parties; and (c) each Related Party of the Debtor or the Consenting Noteholder Releasing Parties, including, for the avoidance of doubt, any professional retained by the Debtor or the Consenting Noteholders in connection with this Chapter 11 Case.

2. Section I.A. of the Plan defines “Releasing Parties” as:

“Releasing Parties” means, collectively, and in each case, in their respective capacities as such, (a) the Debtor; (b) the Consenting Noteholder Releasing Parties; (c) all Holders of Claims deemed hereunder to have accepted the Plan that have not filed an objection to the release contained in Article IX herein prior to the Voting Deadline; (d) all Holders of a Claim or Interest that (i) vote to accept or reject the Plan and do not timely submit a Release Opt-Out, or (ii) do not vote to accept or reject the Plan and either do not timely submit a Release Opt-Out or do not file an objection to the releases contained in Article IX herein prior to the Voting Deadline; (e) to the maximum extent permitted by Law; each current and former Affiliate of each Person or Entity in clauses (a) through (d); and (f) to the maximum extent permitted by Law, each Related Party of each Entity in clauses (a) through (d).

EXHIBIT 5-B

Class 8 Opt-Out Form: Master Form

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE

In re:

TRICIDA, INC.,¹

Debtor.

Chapter 11

Case No. 23-10024 (JTD)

Hearing Date: April 6, 2023 at 10:00 a.m. (ET)
Obj. Deadline: March 30, 2023 at 4:00 p.m. (ET)

**MASTER OPT-OUT FORM FOR
CLASS 8 – OLD PARENT INTERESTS**

PLEASE READ AND FOLLOW THE ENCLOSED INSTRUCTIONS FOR COMPLETING THIS MASTER OPT-OUT FORM CAREFULLY BEFORE COMPLETING THIS MASTER OPT-OUT FORM.

THIS MASTER OPT-OUT FORM MUST BE COMPLETED, EXECUTED AND RETURNED SO AS TO BE ACTUALLY RECEIVED BY KURTZMAN CARSON CONSULTANTS LLC (THE “VOTING AND CLAIMS AGENT”) ON OR BEFORE 4:00 P.M. PREVAILING EASTERN TIME ON MARCH 30, 2023 (THE “OPT-OUT DEADLINE”).

The above-captioned debtor and debtor in possession (the “**Debtor**”) is soliciting votes with respect to the *Chapter 11 Plan of Liquidation for Tricida, Inc* (as may be amended from time to time, the “**Plan**”) as set forth in the Disclosure Statement for the Plan (as may be amended from time to time, the “**Disclosure Statement**”). Capitalized terms used but not otherwise defined herein shall have the meanings set forth in the Plan. Moreover, in the event of any conflict, inconsistency or discrepancy between statements contained herein and any statements in the Plan (as may be amended), the Plan (as may be amended) will govern and control for all purposes.

As set forth in Notice of Non-Voting Status of Holders of Impaired Claims or Interests, (the “**Notice**”) accompanying this opt-out form (the “**Master Opt-Out Form**”), you are receiving this Master Opt-Out Form because you are a bank, broker, or other financial institution (each, a “**Nominee**”) that holds equity securities in Tricida, Inc. (the “**Debtor’s Interests**”) in “street

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.

name” on behalf of a Beneficial Holder² of such Debtor’s Interests as of February 27, 2023 (the “**Voting Record Date**”), or you are a Nominee’s agent.

Pursuant to the terms of the Plan, Holders of equity Interests in Class 8 are not entitled to receive or retain any recovery under the Plan and, therefore, pursuant to section 1126(g) of the Bankruptcy Code, Beneficial Holders of Class 8 Debtor’s Interests are deemed to reject the Plan. Beneficial Holders of Class 8 Debtor’s Interests, however, have the right to, subject to the limitations set forth herein, affirmatively opt out of the third party release contained in Article X.B. of the Plan (the “**Third-Party Release**”), if they so choose. Nominees or their agents should use this Master Opt-Out Form to convey the election of such Beneficial Holders to opt-out of the Third-Party Release.

This Master Opt-Out Form may not be used for any purpose other than conveying their Beneficial Holder clients’ elections to opt out of the Third-Party Release. If you believe you have received this Master Opt-Out Form in error, or if you believe that you have received the wrong Master Opt-Out Form, please contact the Voting and Claims Agent immediately at the address, email address, or telephone number set forth below. Nothing contained herein or in the enclosed documents shall render you or any other entity an agent of the Debtor or the Voting and Claims Agent or authorize you or any other entity to use any document or make any statements on behalf of any of the Debtor with respect to the Plan, except for the statement contained in the documents enclosed herewith.

You are required to distribute the Beneficial Holder Opt-Out Form contained herewith to your Beneficial Holder clients holding equity Interests in Class 8 – Debtor’s Interests as of the Voting Record Date within five (5) business days of your receipt of the Solicitation Packages in which this Master Opt-Out Form was included. With respect to the Beneficial Holder Opt-Out Forms returned to you, you must (1) execute this Master Opt-Out Form so as to reflect the Third-Party Release elections set forth in such Beneficial Holder Opt-Out Forms and (2) forward this Master Opt-Out Form to the Voting and Claims Agent in accordance with the Master Opt-Out Form Instructions accompanying this Master Opt-Out Form. **Any election delivered to you by a Beneficial Holder shall not be counted unless you complete, sign, and return this Master Opt-Out Form to the Voting and Claims Agent so that it is actually received by the Opt-Out Deadline.**

Before completing this Master Opt-Out Form, please read and follow the enclosed “Instructions for Completing this Master Opt-Out Form” carefully to ensure that you complete, execute and return this Master Opt-Out Form properly.

² A “**Beneficial Holder**” means an entity that beneficially owns Class 8 Debtor’s Interests whose claims have not been satisfied prior to the Voting Record Date pursuant to Court order or otherwise, as reflected in the records maintained by the Nominee.

Item 1. Certification of Authority to Make Elections.

The undersigned certifies that as of the Voting Record Date, the undersigned:

- Is a Nominee for the Beneficial Holders in the principal number of Class 8 – Debtor’s Interests listed in Item 2 below, or
- Is acting under a power of attorney or agency (a copy of which will be provided upon request) granted by a Nominee for the Beneficial Holders in the principal number of Class 8 – Debtor’s Interests listed in Item 2 below, or
- Has been granted a proxy (an original of which is attached hereto) from a Nominee for the Beneficial Holders (or the Beneficial Holders itself/themselves) in the principal number of Class 8 – Debtor’s Interests listed in Item 2 below;

and accordingly, has full power and authority to convey decisions to opt-out of the Third-Party Release, on behalf of the Beneficial Holders of the Class 8 – Debtor’s Interests described in Item 2.

Item 2. Optional Third-Party Release Election.

The undersigned certifies that that the information provided below (including any information provided on additional sheets attached hereto) is a true and accurate schedule of the Beneficial Holders of Class 8 – Debtor’s Interests, as identified by their respective account numbers, that made a decision to opt-out of the Third-Party Release via e-mail, telephone, internet application, facsimile, voting instruction form, or other customary means of conveying such information.

Indicate in the appropriate column below the Beneficial Holder/Account Number of each Beneficial Holder that completed and returned the Beneficial Holder Opt-Out Form and the aggregate number of Class 8 – Debtor’s Interests held by such Beneficial Holder/Account Number electing to opt-out of the Third-Party Release or attach such information to this Master Opt-Out Form in the form of the following table.

Please complete the information requested below (add additional sheets if necessary):

Beneficial Holder/Account Number	Amount of Class 8 – Debtor’s Interest Holders Electing to Opt-Out of Third-Party Release
1.	
2.	
3.	
4.	
5.	

TOTAL	
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Item 3. Additional Certifications.

By signing this Master Opt-Out Form, the undersigned certifies to the Bankruptcy Court and the Debtor:

- a. that either: (i) the undersigned has received a completed Opt-Out Form from each Beneficial Holder of Class 8 – Debtor’s Interests listed in Item 2 of this Master Opt-Out Form, or (ii) an e-mail, recorded telephone call, internet transmission, facsimile, voting instruction form, or other customary means of communication conveying a decision to opt-out of the releases from each Holder of Class 8 – Debtor’s Interests;
- b. that the undersigned is a Nominee (or agent of the Nominee) of the Class 8 – Debtor’s Interests; and
- c. that the undersigned has properly disclosed for each Beneficial Holder who submitted a Beneficial Holder Opt-Out Form or opt-out decisions via other customary means: (i) the respective number of the Class 8 – Debtor’s Interests owned by each Beneficial Holder and (B) the customer account or other identification number for each such Beneficial Holder.

Institution:	
	(Print or Type)
DTC Participant Number:	
Signature:	
Name of Signatory:	
Title:	
Address:	
Date Completed:	

If your address or contact information has changed, please note the new information here.

PLEASE COMPLETE, SIGN AND DATE THIS MASTER OPT-OUT FORM AND RETURN IT PROMPTLY VIA FIRST CLASS MAIL, OVERNIGHT COURIER, EMAIL OR HAND DELIVERY TO:

Tricida Inc. Ballot Processing Center
c/o Kurtzman Carson Consultants LLC
222 N. Pacific Coast Highway, Suite 300,
El Segundo, CA 90245

Email: TricidaBallots@kcellc.com

If you have any questions on the procedures for voting on the Plan, please call the Voting and Claims Agent at: (877) 499-4509 (U.S./Canada) or (917) 281-4800 (international).

IF THE VOTING AND CLAIMS AGENT DOES NOT ACTUALLY RECEIVE THIS MASTER OPT-OUT FORM ON OR BEFORE 4:00 P.M. PREVAILING EASTERN TIME ON MARCH 30, 2023, THE ELECTIONS TRANSMITTED HEREBY WILL NOT BE EFFECTIVE.

OPT-OUT FORMS SENT BY FACSIMILE OR TELECOPY WILL NOT BE ACCEPTED. MASTER OPT-OUT FORMS MAY BE SUBMITTED BY EMAIL TO: TricidaBallots@kcellc.com

Class 8 – Debtor’s Interests

INSTRUCTIONS FOR COMPLETING THIS MASTER OPT-OUT FORM

1. Capitalized terms used in the Master Opt-Out Form or in these instructions (the “**Master Opt-Out Form Instructions**”) but not otherwise defined therein or herein shall have the meaning set forth in the Plan.
2. **Distribution of the Opt-Out Forms:**
 - You should immediately distribute the Beneficial Holder Opt-Out Forms accompanied by pre-addressed, postage-paid return envelopes to all Beneficial Holders of Class 8 – Debtor’s Interests as of the Voting Record Date and take any action required to enable each such Beneficial Holders to make an opt-out election timely. You must include a pre-addressed, postage-paid return envelope or must certify that your Beneficial Holder clients that did not receive return envelopes were provided with electronic or other means (consented to by such Beneficial Holder clients) of returning their Beneficial Holder Opt-Out Forms in a timely manner.
 - Any election delivered to you by a Beneficial Holder shall not be counted until you complete, sign, and return this Master Opt-Out Form to the Voting and Claims Agent, so that it is actually received by the Opt-Out Deadline.
3. You should solicit elections from your Beneficial Holder clients via the (a) delivery of duly completed Beneficial Holder Opt-Out Forms or (b) conveyance of their decision to opt-out of the releases via e-mail, telephone, internet application, facsimile, voting instruction form, or other customary and approved means of conveying such information.
4. With regard to any Beneficial Holder Opt-Out Forms returned to you by a Beneficial Holder, you must: (a) compile and validate the elections and other relevant information of each such Beneficial Holder on the Master Opt-Out Form using the customer name or account number assigned by you to each such Beneficial Holder; (b) execute the Master Opt-Out Form; and (c) transmit the Master Opt-Out form to the Voting and Claims Agent.
5. **Return of Master Opt-Out Form:** The Master Opt-Out Form must be returned to the Voting and Claims Agent so as to be **actually received** by the Voting and Claims Agent on or before the Opt-Out Deadline, which is 4:00 p.m. prevailing Eastern Time on March 30, 2023.
6. If a Master Opt-Out Form is received by the Voting and Claims Agent after the Opt-Out Deadline, it will not be effective, unless the Debtor has granted an extension of the Opt-Out Deadline in writing with respect to such Master Opt-Out Form. Additionally, the following Opt-Out Forms will **NOT** be counted:
 - ANY MASTER OPT-OUT FORM THAT IS ILLEGIBLE OR CONTAINS INSUFFICIENT INFORMATION TO PERMIT THE IDENTIFICATION OF THE HOLDER OF THE EQUITY INTEREST;

- ANY MASTER OPT-OUT FORM CAST BY OR ON BEHALF OF AN ENTITY THAT IS NOT ENTITLED TO OPT-OUT OF THE THIRD-PARTY RELEASE;
 - ANY MASTER OPT-OUT FORM SENT TO THE DEBTOR, THE DEBTOR'S AGENTS/REPRESENTATIVES (OTHER THAN THE VOTING AND CLAIMS AGENT), ANY INDENTURE TRUSTEE OR THE DEBTOR'S FINANCIAL OR LEGAL ADVISORS;
 - ANY UNSIGNED MASTER OPT-OUT FORM; OR
 - ANY MASTER OPT-OUT FORM NOT COMPLETED IN ACCORDANCE WITH THE PROCEDURES APPROVED BY THE BANKRUPTCY COURT.
7. The method of delivery of Master Opt-Out Forms to the Voting and Claims Agent is at the election and risk of Nominee. Except as otherwise provided herein, such delivery will be deemed made to the Voting and Claims Agent only when the Voting and Claims Agent **actually receives** the originally executed Master Opt-Out Form. Instead of effecting delivery by first-class mail, it is recommended, though not required, that Nominees use an overnight or hand delivery service. In all cases, Nominees should allow sufficient time to assure timely delivery.
 8. Multiple Master Opt-Out Forms may be completed and delivered to the Voting and Claims Agent. Elections reflected by multiple Master Opt-Out Forms will be deemed valid. If two or more Master Opt-Out Forms are submitted, please mark the subsequent Master Opt-Out Form(s) with the words "Additional Election" or such other language as you customarily use to indicate an additional election that is not meant to revoke an earlier election.
 9. The Master Opt-Out Form is not a letter of transmittal and may not be used for any purpose other than to transmit elections to opt-out of the Third-Party Release. Holders of Class 8 – Debtor's Interests should not surrender certificates (if any) representing their Class 8 – Debtor's Interests at this time, and neither the Debtor nor the Voting and Claims Agent will accept delivery of any such certificates transmitted together with a Master Opt-Out Form
 10. This Master Opt-Out Form does not constitute, and shall not be deemed to be, (a) a proof of interest or (b) an assertion or admission of an equity Interest.
 11. Please be sure to sign and date your Master Opt-Out Form. If you are signing a Master Opt-Out Form in your capacity as a trustee, executor, administrator, guardian, attorney in fact, officer of a corporation or otherwise acting in a fiduciary or representative capacity, you must indicate such capacity when signing and, if required or requested by the Voting and Claims Agent, the Debtor or the Bankruptcy Court, must submit proper evidence to the requesting party to so act on behalf of such Holder. In addition, please provide your name and mailing address if it is different from that set forth on the attached mailing label or if no such mailing label is attached to the Master Opt-Out Form.

12. No fees or commissions or other remuneration will be payable to any broker, bank, dealer or other person in connection with this solicitation. Upon written request, however, the Debtor will reimburse you for customary mailing and handling expenses incurred by you in forwarding the Opt-Out Forms to your client(s).

PLEASE RETURN YOUR MASTER OPT-OUT FORM PROMPTLY!

IF YOU HAVE ANY QUESTIONS REGARDING THIS MASTER OPT-OUT FORM OR THE VOTING INSTRUCTIONS OR PROCEDURES, PLEASE CONTACT

THE VOTING AND CLAIMS AGENT AT:

(877) 499-4509 (U.S./Canada) or (917) 284-4800 (international)

Or via email: TricidaBallots@kccllc.com

IF THE VOTING AND CLAIMS AGENT DOES NOT ACTUALLY RECEIVE THIS MASTER OPT-OUT FORM FROM YOU BEFORE THE OPT-OUT DEADLINE, WHICH IS 4:00 P.M. PREVAILING EASTERN TIME ON MARCH 30, 2023 THEN YOUR VOTE TRANSMITTED HEREBY WILL NOT BE COUNTED.

NO PERSON HAS BEEN AUTHORIZED TO GIVE ANY INFORMATION OR ADVICE, OR TO MAKE ANY REPRESENTATION, REGARDING THE DEBTOR OR THE PLAN, OTHER THAN WHAT IS CONTAINED IN THE SOLICITATION PACKAGE MAILED HERewith.

NOTICE REGARDING CERTAIN RELEASE, EXCULPATION AND INJUNCTION PROVISIONS IN THE PLAN

PLEASE BE ADVISED THAT THE PLAN CONTAINS CERTAIN RELEASE, EXCULPATION, AND INJUNCTION PROVISIONS, INCLUDING:

1. Section IX.B of the Plan provides the following in regard to “Releases by the Holders of Claims and Interests” (the “Third Party Release”):

As of the Effective Date, each Releasing Party is deemed to have released and discharged each Released Party from any and all claims and Causes of Action, whether known or unknown, including any claims and Causes of Action that the Debtor or its estate would have been legally entitled to assert in its own right including any claims or Causes of Action that could be asserted derivatively or on behalf of the Debtor (or its estate), that such Entity would have been legally entitled to assert (whether individually or collectively), based on, relating to, or in any manner arising from, in whole or in part, the Debtor (including the management, ownership or operation thereof, or otherwise), any securities issued by the Debtor and the ownership thereof, the Debtor’s in- or out-of-court restructuring efforts, any avoidance actions, the Chapter 11 Case, the formulation, preparation, dissemination, negotiation, or filing of the Term Sheet, the RSA, the Disclosure Statement, the Sale Motion, the Plan, the Plan Supplement, or any other transaction, contract,

instrument, release, or other agreement or document created or entered into in connection with the Sale, the Plan, the Plan Supplement, the Chapter 11 Case, the filing of the Chapter 11 Case, the pursuit of the Confirmation Order, the pursuit of the Sale Order, the pursuit of consummation, the administration and implementation of the Plan, including the distribution of property under the Plan or any other related agreement, or upon any other related act or omission, transaction, agreement, event, or other occurrence or omission taking place on or before the Effective Date. Notwithstanding anything to the contrary in the foregoing, the releases set forth above do not release (1) any post Effective Date obligations of any party or entity under the Plan or any document, instrument, or agreement (including those set forth in the Plan Supplement) executed to implement the Plan; (2) any obligations under or in respect of the Sale Order; or (3) the Retained Causes of Action.

Each Person and Entity deemed to grant the releases described in this Section shall be deemed to have granted such releases notwithstanding that such Person or Entity may hereafter discover facts in addition to, or different from, those which such Person or Entity now knows or believes to be true, and without regard to the subsequent discovery or existence of such different or additional facts, and such Person or Entity expressly waives any and all rights that such Person or Entity may have under any statute or common law principle, including, without limitation, section 1542 of the California Civil Code, to the extent such section is applicable, which would limit the effect of such releases to those claims or Causes of Action actually known or suspected to exist on the Effective Date. Section 1542 of the California Civil Code generally provides as follows: “A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY.”

2. Section IX.C of the Plan provides the following in regard to “Exculpation”:

Except as otherwise specifically provided in the Plan, no Exculpated Party shall have or incur liability for, and each Exculpated Party is exculpated from any Cause of Action for any Claim related to any act or omission in connection with, relating to, or arising out of, the Chapter 11 Case, the formulation, preparation, dissemination, negotiation, or filing of the Debtor’s in court restructuring efforts, the Term Sheet, the RSA, the Disclosure Statement, the Sale Motion, the Plan, the Plan Supplement, or any restructuring transaction, contract, instrument, release, or other agreement or document created or entered into in connection with the Sale, the Plan, the Plan Supplement, the Chapter 11 Case, the filing of the Chapter 11 Case, the pursuit of the Confirmation Order, the pursuit of the Sale Order, the pursuit of consummation, the administration and implementation of the Plan, including the distribution of property under the Plan or any other related agreement, or upon any other related act or omission, transaction, agreement, event, or other occurrence or omission taking place between the Petition Date and the Effective Date, except for claims related to any act or omission that is determined in a final order by a court of competent jurisdiction to

have constituted actual intentional fraud, willful misconduct, or gross negligence of such Person, but in all respects such Entities shall be entitled to reasonably rely upon the written advice of counsel with respect to their duties and responsibilities pursuant to the Plan.

3. Section IX.D of the Plan providing the following in regarding to “Injunction”:

Except as otherwise provided in the Plan or the Confirmation Order, all Entities who have held, hold, or may hold claims, Interests, Causes of Action, or liabilities that: (1) are subject to compromise and settlement pursuant to the terms of the Plan; (2) have been released pursuant to the Plan; (3) were purchased and released by a purchaser in connection with the Sale; (4) are subject to exculpation pursuant to the Plan; or (5) are otherwise discharged, satisfied, stayed, released, or terminated pursuant to the terms of the Plan, are permanently enjoined and precluded, from and after the Effective Date, from commencing or continuing in any manner, any action or other proceeding, including on account of any claims, Interests, Causes of Action, or liabilities that have been compromised or settled against the Debtor or any Entity so released or exculpated (or the property or estate of any Entity, directly or indirectly, so released or exculpated) on account of, or in connection with or with respect to, any discharged, released, settled, compromised, or exculpated claims, Interests, Causes of Action, or liabilities, including being permanently enjoined and precluded, from and after the Effective Date, from taking any of the following actions against, as applicable, the Debtor, the Liquidating Trust, the Released Parties, or Exculpated Parties (as applicable): (1) commencing or continuing in any manner any action or other proceeding of any kind on account of or in connection with or with respect to any such claims or Interests; (2) enforcing, attaching, collecting, or recovering by any manner or means any judgment, award, decree, or order against such Entities on account of or in connection with or with respect to any such claims or Interests; (3) creating, perfecting, or enforcing any lien or encumbrance of any kind against such Entities or the property or the estate of such Entities on account of or in connection with or with respect to any such claims or Interests; (4) asserting any right of setoff or subrogation of any kind against any obligation due from such Entities or against the property of such Entities on account of or in connection with or with respect to any such claims or Interests unless such Entity has timely asserted such setoff right in a document filed with the Bankruptcy Court explicitly preserving such setoff, and notwithstanding an indication of a Claim or Interest or otherwise that such Entity asserts, has, or intends to preserve any right of setoff pursuant to applicable law or otherwise; and (5) commencing or continuing in any manner any action or other proceeding of any kind on account of or in connection with or with respect to any such claims or Interests released or settled pursuant to the Plan.

Upon the Bankruptcy Court’s entry of the Confirmation Order, all Holders of Claims and Interests and other parties in interest, along with their respective present or former employees, agents, officers, directors, or principals, shall be enjoined from taking any actions to interfere with the implementation or consummation of this Plan by the Debtor, the Liquidating Trustee, and their respective affiliates, employees, advisors, officers and directors, or agents.

4. Article XII.B – Immediate Binding Effect

Notwithstanding Bankruptcy Rules 3020(e) or 7062 or otherwise, upon the occurrence of the Effective Date, the terms of the Plan and the documents and instruments contained in the Plan Supplement shall be immediately effective and enforceable and deemed binding upon the Debtor, the Liquidating Trustee, all Holders of Claims against and Interests in the Debtor (regardless of whether any such Holder has voted or failed to vote to accept or reject this Plan and regardless of whether any such Holder is entitled to receive any distribution under this Plan), all Entities that are parties to or are subject to the settlements, compromises, releases, and injunctions described in the Plan, each Entity acquiring property under the Plan, any and all non-Debtor parties to Executory Contracts and Unexpired Leases, and all parties in interest.

Relevant Definitions Related to Release and Exculpation Provisions:

1. Section I.A. of the Plan defines “Released Party” as:

“Released Party” means each of, and in each case in its capacity as such: (a) the Debtor; (b) the Consenting Noteholder Releasing Parties; and (c) each Related Party of the Debtor or the Consenting Noteholder Releasing Parties, including, for the avoidance of doubt, any professional retained by the Debtor or the Consenting Noteholders in connection with this Chapter 11 Case.

2. Section I.A. of the Plan defines “Releasing Parties” as:

“Releasing Parties” means, collectively, and in each case, in their respective capacities as such, (a) the Debtor; (b) the Consenting Noteholder Releasing Parties; (c) all Holders of Claims deemed hereunder to have accepted the Plan that have not filed an objection to the release contained in Article IX herein prior to the Voting Deadline; (d) all Holders of a Claim or Interest that (i) vote to accept or reject the Plan and do not timely submit a Release Opt-Out, or (ii) do not vote to accept or reject the Plan and either do not timely submit a Release Opt-Out or do not file an objection to the releases contained in Article IX herein prior to the Voting Deadline; (e) to the maximum extent permitted by Law; each current and former Affiliate of each Person or Entity in clauses (a) through (d); and (f) to the maximum extent permitted by Law, each Related Party of each Entity in clauses (a) through (d).

EXHIBIT 5-C

Opt-Out Form: Registered Holders

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

In re:

Chapter 11

TRICIDA, INC.,¹

Case No. 23-10024 (JTD)

Debtor.

Hearing Date: April 6, 2023 at 10:00 a.m. (ET)
Obj. Deadline: March 30, 2023 at 4:00 p.m. (ET)

**REGISTERED HOLDER OPT-OUT FORM FOR
CLASS 8 – DEBTOR’S INTERESTS**

PLEASE READ AND FOLLOW THE ENCLOSED INSTRUCTIONS FOR COMPLETING THIS OPT-OUT FORM CAREFULLY BEFORE COMPLETING THIS OPT-OUT FORM.

UNLESS YOU CHECK THE BOX ON THIS OPT-OUT FORM BELOW AND FOLLOW ALL INSTRUCTIONS, YOU WILL BE HELD TO FOREVER RELEASE THE RELEASED PARTIES IN ACCORDANCE WITH THE PLAN.

THIS OPT-OUT FORM MUST BE COMPLETED, EXECUTED, AND RETURNED SO AS TO BE ACTUALLY RECEIVED BY KURTZMAN CARSON CONSULTANTS LLC (THE “VOTING AND CLAIMS AGENT”) ON OR BEFORE 4:00 P.M. PREVAILING EASTERN TIME ON MARCH 30, 2023 (THE “OPT-OUT DEADLINE”).

The above-captioned debtor and debtor in possession (the “**Debtor**”) is soliciting votes with respect to the *Chapter 11 Plan of Liquidation for Tricida, Inc.* (as may be amended from time to time, the “**Plan**”) as set forth in the Disclosure Statement for the Plan (as may be amended from time to time, the “**Disclosure Statement**”). Capitalized terms used but not otherwise defined herein shall have the meanings set forth in the Plan. Moreover, in the event of any conflict, inconsistency or discrepancy between statements contained herein and any statements in the Plan (as may be amended), the Plan (as may be amended) will govern and control for all purposes.

As set forth in the Notice of Non-Voting Status of Holders of Impaired Claims or Interests, (the “**Notice**”) accompanying this Class 8 opt-out form (the “**Class 8 Opt-Out Form**”), you are receiving this Class 8 Opt-Out Form because our records indicate that you are a Holder of equity Interests in Class 8 (Debtor’s Interests) as of the Voting Record Date. Pursuant to the terms of 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.

Plan, Holders of equity Interests in Class 8 are not entitled to receive or retain any recovery under the Plan and, therefore, pursuant to section 1126(g) of the Bankruptcy Code, you are deemed to reject the Plan. Accordingly, this Class 8 Opt-Out Form is being provided to Holders of Interests in Class 8 solely for the purpose of allowing such Holders to affirmatively opt out of the Third-Party Release (defined herein) set forth in the Plan, if they so choose. Even though you are deemed to reject the Plan, you will nevertheless be deemed to consent to the Third-Party Release set forth in Article IX.B of the Plan unless you clearly indicate your decision to opt-out of the Third-Party Release by checking the box in Item 1 of this Class 8 Opt-Out Form.

This Class 8 Opt-Out Form may not be used for any purpose other than opting out of the Third-Party Release contained in the Plan. If you believe you have received this Class 8 Opt-Out Form in error, or if you believe that you have received the wrong opt out form, please contact the Voting and Claims Agent immediately at the address, email address, or telephone number set forth herein.

Before completing this Class 8 Opt-Out Form, please read and follow the enclosed “Instructions for Completing this Class 8 Opt-Out Form” carefully to ensure that you complete, execute and return this Class 8 Opt-Out Form properly.

Item 1. Optional Third-Party Release Election.

Item 1 is to be completed **only** if you are **opting out** of the Third-Party Release contained in Article IX.B of the Plan.

IMPORTANT INFORMATION REGARDING THE RELEASE OF CLAIMS BY THIRD PARTIES:

ARTICLE IX OF THE PLAN CONTAINS RELEASE, EXCULPATION AND INJUNCTION PROVISIONS, WHICH ARE SET FORTH AT THE END OF THIS FORM. YOU SHOULD REVIEW THESE PROVISIONS CAREFULLY.

IF YOU SUBMIT YOUR CLASS 8 OPT-OUT FORM WITHOUT THIS BOX CHECKED, THEN YOU WILL BE DEEMED TO CONSENT TO THE THIRD-PARTY RELEASE SET FORTH IN ARTICLE IX.B OF THE PLAN. PLEASE BE ADVISED THAT BY NOT CHECKING THE BOX BELOW YOU ELECT TO GRANT THE THIRD-PARTY RELEASE IN EACH AND EVERY CAPACITY IN WHICH YOU HOLD A CLAIM AGAINST, OR EQUITY INTEREST IN, THE DEBTOR. YOU MUST AFFIRMATIVELY CHECK THE BOX BELOW IN ORDER TO OPT-OUT OF THE THIRD-PARTY RELEASE.

PLEASE ALSO BE ADVISED THAT THE DEBTOR RELEASE CONTAINED IN ARTICLE IX.A OF THE PLAN WILL BE INCLUDED IN THE CONFIRMATION ORDER AND THAT IT IS SEPARATE FROM AND INDEPENDENT OF THE THIRD-PARTY RELEASE. IF YOU OBJECT TO THE DEBTOR RELEASE, YOU MUST FILE A SEPARATE OBJECTION WITH THE BANKRUPTCY COURT IN ACCORDANCE WITH THE PROCEDURES DESCRIBED IN THE SCHEDULING ORDER.

- OPT-OUT ELECTION: The undersigned elects to opt-out of the Third-Party Release contained in Article IX.B of the Plan.

Item 2. Certifications.

By signing this Class 8 Opt-Out Form, the undersigned certifies to the Bankruptcy Court and the Debtor:

- a. that either: (i) the undersigned is the Holder of the Class 8 – Debtor’s Interests, or (ii) the undersigned is an authorized signatory for an Entity or Person that is the beneficial Holder of Class 8 – Debtor’s Interests;
- b. that the undersigned (or in the case of an authorized signatory, the Holder) has received a copy of the Notice, including instructions to access the Disclosure Statement, and that this Class 8 Opt-Out Form is made pursuant to the terms and conditions set forth therein;
- c. that the undersigned has made the same election with respect to all Class 8 – Debtor’s Interests; and
- d. that no other Opt-Out Form with respect to the Beneficial Holder’s Class 8 – Old Parent Interests have been cast or, if any other Opt-Out Forms have been cast with respect to such equity Interests in the Debtor, such Opt-Out Forms are hereby revoked.

YOUR RECEIPT OF THIS CLASS 8 OPT-OUT FORM DOES NOT SIGNIFY THAT YOUR EQUITY INTEREST HAS BEEN OR WILL BE ALLOWED.

Name of Holder:	_____
	(Print or Type)
Social Security or Federal Tax Identification Number:	_____
Signature:	_____
Name of Signatory:	_____
	(If other than Holder)
Title:	_____
Address:	_____

Date Completed:	_____

If your address or contact information has changed, please note the new information here.

PLEASE COMPLETE, SIGN AND DATE THIS CLASS 8 OPT-OUT FORM AND RETURN IT PROMPTLY IN THE ENVELOPE PROVIDED TO THE ADDRESSEE SPECIFIED THEREON.

IF THE VOTING AND CLAIMS AGENT DOES NOT ACTUALLY RECEIVE THIS CLASS 8 OPT-OUT FORM ON OR BEFORE 4:00 P.M. PREVAILING EASTERN TIME ON MARCH 30, 2023, THEN YOUR ELECTION TRANSMITTED HEREBY WILL NOT BE EFFECTIVE.

CLASS 8 OPT-OUT FORMS SENT BY FACSIMILE, TELECOPY, OR ELECTRONIC MAIL WILL NOT BE ACCEPTED.

Class 8 – Debtor’s Interests

INSTRUCTIONS FOR COMPLETING THIS FORM

1. Capitalized terms used in the Class 8 Opt-Out Form or in these instructions (the “**Class Opt-Out Form Instructions**”) but not otherwise defined therein or herein shall have the meaning set forth in the Plan.
2. To ensure that your election is counted, you must complete the Class 8 Opt-Out Form and take the following steps: (a) clearly indicate your decision to “opt out” of the Third-Party Release set forth in the Plan in Item 1 above; (b) make sure that the information required by Item 2 above has been correctly inserted; and (c) sign, date and return an original of your Class 8 Opt-Out Form in accordance with paragraph 3 directly below.
3. **Return of Class 8 Opt-Out Form:** Your Form **MUST** be returned to the Voting and Claims Agent so as to be **actually received** by the Voting and Claims Agent on or before the Opt-Out Deadline, which is 4:00 p.m. prevailing Eastern Time on March 30, 2023. You must return your completed Class 8 Opt-Out Form directly to the Voting and Claims Agent so that it is **actually received** by the Voting and Claims Agent on or before the Voting Deadline.
4. If a Class 8 Opt-Out Form is received by the Voting and Claims Agent after the Opt-Out Deadline, it will not be effective, unless the Debtor has granted an extension of the Opt-Out Deadline in writing with respect to such Class 8 Opt-Out Form. Additionally, the following Class 8 Opt-Out Forms will NOT be counted:
 - ANY CLASS 8 OPT-OUT FORM THAT IS ILLEGIBLE OR CONTAINS INSUFFICIENT INFORMATION TO PERMIT THE IDENTIFICATION OF THE HOLDER OF THE EQUITY INTEREST;
 - ANY CLASS 8 OPT-OUT FORM CAST BY OR ON BEHALF OF AN ENTITY THAT IS NOT ENTITLED TO OPT-OUT OF THE THIRD-PARTY RELEASE;
 - ANY CLASS 8 OPT-OUT FORM SENT TO THE DEBTOR, THE DEBTOR’S AGENTS/REPRESENTATIVES (OTHER THAN THE VOTING AND CLAIMS AGENT), ANY INDENTURE TRUSTEE OR THE DEBTOR’S FINANCIAL OR LEGAL ADVISORS;
 - ANY CLASS 8 OPT-OUT FORM TRANSMITTED BY FACSIMILE, TELECOPY, OR ELECTRONIC MAIL;
 - ANY UNSIGNED CLASS 8 OPT-OUT FORM; OR
 - ANY CLASS 8 OPT-OUT FORM NOT COMPLETED IN ACCORDANCE WITH THE PROCEDURES APPROVED BY THE BANKRUPTCY COURT.

5. The method of delivery of Class 8 Opt-Out Forms to the Voting and Claims Agent is at the election and risk of each Holder of an equity Interest. Except as otherwise provided herein, such delivery will be deemed made to the Voting and Claims Agent only when the Voting and Claims Agent **actually receives** the originally executed Class 8 Opt-Out Form. Instead of effecting delivery by first-class mail, it is recommended, though not required, that Holders use overnight or hand delivery service. In all cases, Holders should allow sufficient time to assure timely delivery.
6. If multiple Class 8 Opt-Out Forms are received from the same Holder of a Class 8 – Debtor’s Interest with respect to the same Class 8 equity Interest prior to the Opt-Out Deadline, the last Class 8 Opt-Out Form timely received will supersede and revoke any earlier received Class 8 Opt-Out Forms.
7. The Class 8 Opt-Out Form is not a letter of transmittal and may not be used for any purpose other than to opt-out of the Third-Party Release. Accordingly, at this time, Holders of equity Interests should not surrender certificates or instruments representing or evidencing their equity Interests, and neither the Debtor nor the Voting and Claims Agent will accept delivery of any such certificates or instruments surrendered together with a Class 8 Opt-Out Form.
8. This Class 8 Opt-Out Form does not constitute, and shall not be deemed to be, (a) a proof of interest or (b) an assertion or admission of an equity Interest.
9. Please be sure to sign and date your Class 8 Opt-Out Form. If you are signing a Class 8 Opt-Out Form in your capacity as a trustee, executor, administrator, guardian, attorney in fact, officer of a corporation or otherwise acting in a fiduciary or representative capacity, you must indicate such capacity when signing and, if required or requested by the Voting and Claims Agent, the Debtor or the Bankruptcy Court, must submit proper evidence to the requesting party to so act on behalf of such Holder. In addition, please provide your name and mailing address if it is different from that set forth on the attached mailing label or if no such mailing label is attached to the Class 8 Opt-Out Form.

PLEASE RETURN YOUR CLASS 8 OPT-OUT FORM PROMPTLY!

**IF YOU HAVE ANY QUESTIONS REGARDING THIS CLASS 8 OPT-OUT FORM
OR THE INSTRUCTIONS OR PROCEDURES, PLEASE CONTACT**

THE VOTING AND CLAIMS AGENT AT:

(866) 476-0898 (U.S./Canada) or (781) 575-2114 (international)

Or via email: TricidaInfo@kcellc.com

**IF THE VOTING AND CLAIMS AGENT DOES NOT ACTUALLY RECEIVE
THIS CLASS 8 OPT-OUT FORM FROM YOU BEFORE THE OPT-OUT
DEADLINE, WHICH IS 4:00 P.M. PREVAILING EASTERN TIME ON MARCH
30, 2023, THEN YOUR OPT-OUT ELECTION TRANSMITTED HEREBY WILL
NOT BE EFFECTIVE.**

NO PERSON HAS BEEN AUTHORIZED TO GIVE ANY INFORMATION OR ADVICE, OR TO MAKE ANY REPRESENTATION, REGARDING THE DEBTOR OR THE PLAN, OTHER THAN WHAT IS CONTAINED IN THE DOCUMENTS MAILED HEREWITH.

NOTICE REGARDING CERTAIN RELEASE, EXCULPATION AND INJUNCTION PROVISIONS IN THE PLAN

PLEASE BE ADVISED THAT THE PLAN CONTAINS CERTAIN RELEASE, EXCULPATION, AND INJUNCTION PROVISIONS, INCLUDING:

1. Section IX.B of the Plan provides the following in regard to “Releases by the Holders of Claims and Interests” (the “Third Party Release”):

As of the Effective Date, each Releasing Party is deemed to have released and discharged each Released Party from any and all claims and Causes of Action, whether known or unknown, including any claims and Causes of Action that the Debtor or its estate would have been legally entitled to assert in its own right including any claims or Causes of Action that could be asserted derivatively or on behalf of the Debtor (or its estate), that such Entity would have been legally entitled to assert (whether individually or collectively), based on, relating to, or in any manner arising from, in whole or in part, the Debtor (including the management, ownership or operation thereof, or otherwise), any securities issued by the Debtor and the ownership thereof, the Debtor’s in- or out-of-court restructuring efforts, any avoidance actions, the Chapter 11 Case, the formulation, preparation, dissemination, negotiation, or filing of the Term Sheet, the RSA, the Disclosure Statement, the Sale Motion, the Plan, the Plan Supplement, or any other transaction, contract, instrument, release, or other agreement or document created or entered into in connection with the Sale, the Plan, the Plan Supplement, the Chapter 11 Case, the filing of the Chapter 11 Case, the pursuit of the Confirmation Order, the pursuit of the Sale Order, the pursuit of consummation, the administration and implementation of the Plan, including the distribution of property under the Plan or any other related agreement, or upon any other related act or omission, transaction, agreement, event, or other occurrence or omission taking place on or before the Effective Date. Notwithstanding anything to the contrary in the foregoing, the releases set forth above do not release (1) any post Effective Date obligations of any party or entity under the Plan or any document, instrument, or agreement (including those set forth in the Plan Supplement) executed to implement the Plan; (2) any obligations under or in respect of the Sale Order; or (3) the Retained Causes of Action.

Each Person and Entity deemed to grant the releases described in this Section shall be deemed to have granted such releases notwithstanding that such Person or Entity may hereafter discover facts in addition to, or different from, those which such Person or Entity now knows or believes to be true, and without regard to the subsequent discovery or existence of such different or additional facts, and such Person or Entity expressly waives any and all rights that such Person or Entity may have under any statute or common law principle, including, without limitation, section 1542 of the California Civil Code, to the extent such section is applicable, which would limit the effect of such releases to those claims or Causes of Action actually known or suspected

to exist on the Effective Date. Section 1542 of the California Civil Code generally provides as follows: **“A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY.”**

2. Section IX.C of the Plan provides the following in regard to “Exculpation”:

Except as otherwise specifically provided in the Plan, no Exculpated Party shall have or incur liability for, and each Exculpated Party is exculpated from any Cause of Action for any Claim related to any act or omission in connection with, relating to, or arising out of, the Chapter 11 Case, the formulation, preparation, dissemination, negotiation, or filing of the Debtor’s in court restructuring efforts, the Term Sheet, the RSA, the Disclosure Statement, the Sale Motion, the Plan, the Plan Supplement, or any restructuring transaction, contract, instrument, release, or other agreement or document created or entered into in connection with the Sale, the Plan, the Plan Supplement, the Chapter 11 Case, the filing of the Chapter 11 Case, the pursuit of the Confirmation Order, the pursuit of the Sale Order, the pursuit of consummation, the administration and implementation of the Plan, including the distribution of property under the Plan or any other related agreement, or upon any other related act or omission, transaction, agreement, event, or other occurrence or omission taking place between the Petition Date and the Effective Date, except for claims related to any act or omission that is determined in a final order by a court of competent jurisdiction to have constituted actual intentional fraud, willful misconduct, or gross negligence of such Person, but in all respects such Entities shall be entitled to reasonably rely upon the written advice of counsel with respect to their duties and responsibilities pursuant to the Plan.

3. Section IX.D of the Plan providing the following in regarding to “Injunction”:

Except as otherwise provided in the Plan or the Confirmation Order, all Entities who have held, hold, or may hold claims, Interests, Causes of Action, or liabilities that: (1) are subject to compromise and settlement pursuant to the terms of the Plan; (2) have been released pursuant to the Plan; (3) were purchased and released by a purchaser in connection with the Sale; (4) are subject to exculpation pursuant to the Plan; or (5) are otherwise discharged, satisfied, stayed, released, or terminated pursuant to the terms of the Plan, are permanently enjoined and precluded, from and after the Effective Date, from commencing or continuing in any manner, any action or other proceeding, including on account of any claims, Interests, Causes of Action, or liabilities that have been compromised or settled against the Debtor or any Entity so released or exculpated (or the property or estate of any Entity, directly or indirectly, so released or exculpated) on account of, or in connection with or with respect to, any discharged, released, settled, compromised, or exculpated claims, Interests, Causes of Action, or liabilities, including being permanently enjoined and precluded, from and after the Effective Date, from taking any of the following actions against, as

applicable, the Debtor, the Liquidating Trust, the Released Parties, or Exculpated Parties (as applicable): (1) commencing or continuing in any manner any action or other proceeding of any kind on account of or in connection with or with respect to any such claims or Interests; (2) enforcing, attaching, collecting, or recovering by any manner or means any judgment, award, decree, or order against such Entities on account of or in connection with or with respect to any such claims or Interests; (3) creating, perfecting, or enforcing any lien or encumbrance of any kind against such Entities or the property or the estate of such Entities on account of or in connection with or with respect to any such claims or Interests; (4) asserting any right of setoff or subrogation of any kind against any obligation due from such Entities or against the property of such Entities on account of or in connection with or with respect to any such claims or Interests unless such Entity has timely asserted such setoff right in a document filed with the Bankruptcy Court explicitly preserving such setoff, and notwithstanding an indication of a Claim or Interest or otherwise that such Entity asserts, has, or intends to preserve any right of setoff pursuant to applicable law or otherwise; and (5) commencing or continuing in any manner any action or other proceeding of any kind on account of or in connection with or with respect to any such claims or Interests released or settled pursuant to the Plan.

Upon the Bankruptcy Court's entry of the Confirmation Order, all Holders of Claims and Interests and other parties in interest, along with their respective present or former employees, agents, officers, directors, or principals, shall be enjoined from taking any actions to interfere with the implementation or consummation of this Plan by the Debtor, the Liquidating Trustee, and their respective affiliates, employees, advisors, officers and directors, or agents.

4. Article XII.B – Immediate Binding Effect

Notwithstanding Bankruptcy Rules 3020(e) or 7062 or otherwise, upon the occurrence of the Effective Date, the terms of the Plan and the documents and instruments contained in the Plan Supplement shall be immediately effective and enforceable and deemed binding upon the Debtor, the Liquidating Trustee, all Holders of Claims against and Interests in the Debtor (regardless of whether any such Holder has voted or failed to vote to accept or reject this Plan and regardless of whether any such Holder is entitled to receive any distribution under this Plan), all Entities that are parties to or are subject to the settlements, compromises, releases, and injunctions described in the Plan, each Entity acquiring property under the Plan, any and all non-Debtor parties to Executory Contracts and Unexpired Leases, and all parties in interest.

Relevant Definitions Related to Release and Exculpation Provisions:

1. Section I.A. of the Plan defines "Released Party" as:

"Released Party" means each of, and in each case in its capacity as such: (a) the Debtor; (b) the Consenting Noteholder Releasing Parties; and (c) each Related Party of the Debtor or the Consenting Noteholder Releasing Parties, including, for the

avoidance of doubt, any professional retained by the Debtor or the Consenting Noteholders in connection with this Chapter 11 Case.

2. Section I.A. of the Plan defines “Releasing Parties” as:

“Releasing Parties” means, collectively, and in each case, in their respective capacities as such, (a) the Debtor; (b) the Consenting Noteholder Releasing Parties; (c) all Holders of Claims deemed hereunder to have accepted the Plan that have not filed an objection to the release contained in Article IX herein prior to the Voting Deadline; (d) all Holders of a Claim or Interest that (i) vote to accept or reject the Plan and do not timely submit a Release Opt-Out, or (ii) do not vote to accept or reject the Plan and either do not timely submit a Release Opt-Out or do not file an objection to the releases contained in Article IX herein prior to the Voting Deadline; (e) to the maximum extent permitted by Law; each current and former Affiliate of each Person or Entity in clauses (a) through (d); and (f) to the maximum extent permitted by Law, each Related Party of each Entity in clauses (a) through (d).

EXHIBIT 6

Solicitation Package Cover Letter

TRICIDA

[●], 2023

Via First Class Mail

RE: In re Tricida, Inc
Chapter 11 Case No. 23-10024 (JTD)

TO ALL HOLDERS OF CLAIMS ENTITLED TO VOTE ON THE PLAN:

Tricida, Inc. as debtor and debtor in possession (the “Debtor”)¹ filed a voluntary petition for relief under chapter 11 of title 11 of the United States Code in the United States Bankruptcy Court for the District of Delaware (the “Court”) on January 11, 2023.

You have received this letter and the enclosed materials because you are entitled to vote on the *Joint Chapter 11 Plan of Reorganization for Tricida, Inc.* [Docket No. ●] (as modified, amended, or supplemented from time to time, the “Plan”).² On [●], 2023, the Court entered an order [Docket No.●] (the “Solicitation Procedures Order”): (a) approving the *Disclosure Statement for the Joint Chapter 11 Plan of Reorganization for Tricida, Inc.* [Docket No. ●] (as may be amended, supplemented, or modified from time to time, the “Disclosure Statement”), (b) approving the solicitation and voting procedures with respect to the proposed Plan; (c) approving the solicitation materials and documents to be included in the solicitation packages (the “Solicitation Package”); and (d) approving procedures for soliciting, receiving, and tabulating votes on the Plan and for filing objections to the Plan.

YOU ARE RECEIVING THIS LETTER BECAUSE YOU ARE ENTITLED TO VOTE ON THE PLAN. THEREFORE, YOU SHOULD READ THIS LETTER CAREFULLY AND DISCUSS IT WITH YOUR ATTORNEY. IF YOU DO NOT HAVE AN ATTORNEY, YOU MAY WISH TO CONSULT ONE.

In addition to this cover letter, the enclosed materials comprise your Solicitation Package, and were approved by the Court for distribution to Holders of Claims in connection with the solicitation of votes to accept the Plan. The Solicitation Package consists of the following:

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.

² Capitalized terms used but not otherwise defined herein shall have the same meaning as set forth in the Plan or the *Debtor’s Motion for Entry of an Order (I) Approving Disclosure Statement and Form and Manner Of Notice Of Disclosure Statement Hearing, (II) Establishing Solicitation, Voting, and Related Procedures, (III) Scheduling Confirmation Hearing, (IV) Establishing Notice and Objection Procedures for Confirmation of Plan, and (V) Granting Related Relief* [Docket No. ●].

TRICIDA

- (a) a copy of the Solicitation and Voting Procedures;
- (b) this cover letter;
- (c) the notice of the hearing to consider confirmation of the Plan;
- (d) the Disclosure Statement, with all exhibits thereto, including the Plan;
- (e) the Solicitation Procedures Order (excluding exhibits thereto);
- (f) a Ballot, together with detailed voting instructions; and
- (g) a pre-addressed stamped return envelope;

The Debtor has filed the Plan and is soliciting votes to accept the Plan. **The Debtor believes that the acceptance of the Plan is in the best interests of its estate, Holders of Claims, and all other parties in interest. The Plan is the culmination of the Debtor's extensive efforts to pursue the best possible outcome for all creditors. Moreover, the Debtor believes that any alternative other than Confirmation of the Plan could result in extensive delays and increased administrative expenses, which, in turn, likely would result in smaller distributions (or no distributions) on account of Claims asserted in the chapter 11 case. IF THE PLAN IS NOT CONFIRMED, THE DEBTOR CURRENTLY HAS NO ALTERNATIVES FOR PRESERVING THE ESTATE.**

THE DEBTOR STRONGLY URGES YOU TO PROPERLY AND TIMELY SUBMIT YOUR BALLOT CASTING A VOTE TO ACCEPT THE PLAN, IN ACCORDANCE WITH THE INSTRUCTIONS INDICATED ON YOUR BALLOT.

THE VOTING DEADLINE IS 4:00 P.M. PREVAILING EASTERN TIME ON MARCH 30, 2023.

The materials in the Solicitation Package are intended to be self-explanatory. If you should have any questions or if you would like to obtain additional solicitation materials (or paper copies of solicitation materials if you received electronic access to the solicitation materials), please feel free to contact KCC, the Debtor's Notice and Claims Agent, by: (a) writing to Tricida, Inc. Claims Processing Center, c/o KCC, 222 North Pacific Coast Highway, Suite 300, El Segundo, CA 90245; (b) calling the Debtor's restructuring hotline at (866) 476-0898 within the United States or Canada or (781) 575-2114 if outside the United States or Canada or emailing TricidaInfo@kccllc.com; or (c) visiting the Debtor's restructuring website at <https://www.kccllc.net/tricida>. You may also obtain copies of any pleadings filed in these chapter 11 case for a fee via PACER at: <https://www.deb.uscourts.gov/>. Please be advised that the Notice and Claims Agent is authorized



to answer any questions about, and provide additional copies of, solicitation materials, but may **not** advise you as to whether you should vote to accept or reject the Plan.

Sincerely,

/s/

Bob McKague
General Counsel and Chief Compliance Officer
Tricida Inc., on behalf of itself

Exhibit B

Solicitation and Voting Procedures

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

In re:

TRICIDA, INC.,¹

Debtor.

Chapter 11

Case No. 23-10024 (JTD)

Hearing Date: April 6, 2023 at 10:00 a.m. (ET)

Obj. Deadline: March 30, 2023 at 4:00 p.m. (ET)

SOLICITATION AND VOTING PROCEDURES FOR TRICIDA, INC.

**YOUNG CONAWAY
STARGATT & TAYLOR, LLP**

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New York, New York 10019
Telephone: (212) 839-5300
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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.

PLEASE TAKE NOTICE THAT on January [●], 2023, the United States Bankruptcy Court for the District of Delaware (the “**Court**”) entered an order (the “**Disclosure Statement Order**”) [Docket No. ●]: (a) approving the *Disclosure Statement for Chapter 11 Plan for Liquidation of Tricida, Inc.* (the “**Disclosure Statement**”) as containing “adequate information” pursuant to section 1125 of the Bankruptcy Code; (b) authorizing Tricida, Inc., as debtor and debtor in possession (the “**Debtor**”) to solicit votes on the *Chapter 11 Plan of Liquidation for Tricida, Inc.* (as amended, supplemented, or otherwise modified from time to time, the “**Plan**”); (c) approving the solicitation materials and documents to be included in the solicitation packages (collectively, the “**Solicitation Packages**”); and (d) approving procedures for soliciting, receiving, and tabulating votes on the Plan and for filing objections to the Plan.²

A. The Voting Record Date

The Court has established February 27, 2023 as the record date for purposes of determining which Holders of Class 3 (Noteholder Claims), Class 4 (Patheon Rejection Claims), Class 5 (General Unsecured Claims), and Class 6 (*De Minimis* Unsecured Claims) Claims are entitled to vote on the Plan (the “Voting Record Date”).

B. The Voting Deadline

The Court has established March 30, 2023 at 4:00 p.m. (prevailing Eastern Time) as the deadline to submit Ballots and/or Release Opt-Out forms (the “Voting Deadline”).

To be counted as votes to accept or reject the Plan, all Class 3, Class 4, Class 5, and Class 6 ballots (each a “Ballot” and collectively, the “Ballots”) must be properly executed, completed, and delivered by: (1) first class mail; (2) overnight courier; (3) personal delivery; or (4) the online portal (the “E-Ballot Portal”), so that they are *actually received*, in any case, no later than the Voting Deadline by Kurtzman Caron Consultants LLC (“KCC” or the “Voting Agent”).

All Ballots should be submitted as follows: (1) if by first class mail, overnight, or personal delivery, to Tricida Inc Claims Processing Center c/o KCC, 222 N. Pacific Coast Highway, Suite 300 El Segundo, CA 90245; or (2) if by the online E-Ballot Portal, <https://eballot.kccllc.net/Tricida>. Delivery of a Ballot to the Voting Agent by facsimile or email shall not be valid.

Any Holder of a Claim that affirmatively opts-out of the release under Article IX of the Plan by returning a properly completed Release Opt-Out, or timely files an objection to the Releases by Holders of Claims shall not be a Releasing Party. To be counted as a Holder of a Claim deemed to have opted out of the Releases by Holders of Claims, such Holder must properly execute, complete, and deliver a Release Opt-Out so that it is *actually received*, in any case, no later than the Voting Deadline by the Voting Agent.

All Opt-Out Forms should be submitted as follows: (1) if by first-class mail, overnight, or personal delivery Tricida, Inc Claims Processing Center c/o KCC, 222 N. Pacific Coast Highway,

² Capitalized terms used herein and not otherwise defined has the meanings given to them in the *Chapter 11 Plan of Liquidation for Tricida, Inc.*, dated January 18, 2023.

Suite 300 El Segundo, CA 90245; or (2) if by the online E-Ballot Portal, <https://eballot.kccllc.net/Tricida>. Delivery of an Opt-Out Form to the Voting Agent by facsimile or email shall not be valid.

C. Form, Content, and Manner of Notices

1. The Solicitation Package

The following materials, in paper format, shall constitute the solicitation package (the "Solicitation Package"):

- a. a copy of these Solicitation and Voting Procedures;
- b. a Cover Letter, in substantially the form annexed as **Exhibit 6** describing (1) the contents of the Solicitation Package; (2) information about how to obtain access, free of charge, to the Plan, the Disclosure Statement, and the Disclosure Statement Order, together with the exhibits thereto, on the case management website;
- c. the Confirmation Hearing Notice, in substantially the form annexed as **Exhibit 2** to the Disclosure Statement Order;
- d. the Disclosure Statement, with all exhibits thereto, including the Plan;
- e. the Solicitation Procedures Order (excluding exhibits thereto);
- f. the applicable form of Ballot, in substantially the form annexed as **Exhibits 3-A, 3-B, 3-C, 3-D, and 3-E** to the Disclosure Statement Order, as applicable; and
- g. a pre-addressed stamped return envelope for applicable classes;

2. Distribution of the Solicitation Package

The Debtor will provide complete Solicitation Packages (excluding the Ballots) to the U.S. Trustee, the Securities and Exchange Commission, and all parties required to be notified under Bankruptcy Rule 2002 and Local Rule 2002-1 (the "2002 List") as of the Voting Record Date.

In addition, the Debtor shall mail, or cause to be mailed, the Solicitation Package to all Holders of Claims in the Voting Classes who are entitled to vote, as described in section D below.

To avoid duplication and reduce expenses, the Debtor will make every reasonable effort to ensure that any Holder of a Claim who has filed duplicative Claims against the Debtor that are classified under the Plan in the same Voting Class receives no more than one Solicitation Package (and, therefore, one Ballot) on account of such Claim.

3. Non-Voting Status Notices

Certain Holders of Claims or interests that are not classified in accordance with section 1123(a)(1) of the Bankruptcy Code, are not entitled to vote because they are Unimpaired or otherwise presumed to accept the Plan or reject the Plan will receive only the relevant Non-Voting Status Notices, in substantially the form attached as **Exhibit 4-A** to the Disclosure Statement Order. Such notice will instruct these Holders as to how they may obtain copies of the documents contained in the Solicitation Package (excluding Ballots) and the Release Opt-Out.

Certain Holders of Claims or interests that are not classified in accordance with section 1123(a)(1) of the Bankruptcy Code, are not entitled to vote because they are Impaired or otherwise presumed to reject the Plan will receive only the relevant Non-Voting Status Notices and Opt-Out Forms, in substantially the forms attached as **Exhibit 4-B** to the Disclosure Statement Order. Such notice will instruct these Holders as to how they may obtain copies of the documents contained in the Solicitation Package (excluding Ballots) and the Release Opt-Out.

D. Voting and Tabulation Procedures

1. Holders of Claims Entitled to Vote

Only the following Holders of Claims in the Voting Classes shall be entitled to vote with regard to such Claims:

- a. Holders of Claims who, on or before the Voting Record Date, have filed a Proof of Claim that (i) has not been expunged, disallowed, disqualified, withdrawn, or superseded prior to the Voting Record Date; and (ii) is not the subject of a pending objection filed with the Court on or before March 16, 2023, as provided herein, shall receive a Solicitation Package and be entitled to vote such Claim;
- b. Holders of Claims that are listed in the Schedules in an amount greater than \$0; *provided*, that such Claims are not scheduled as contingent, unliquidated, or disputed and/or have not been paid in full or superseded by a filed Proof of Claim;
- c. Holders whose Claims arise (i) pursuant to an agreement or settlement with the Debtor, as reflected in a document filed with the Court, (ii) in an order entered by the Court, or (iii) in a document executed by the Debtor pursuant to authority granted by the Court, in each case regardless of whether a Proof of Claim has been filed; and
- d. Holders of any Disputed Claim that has been temporarily allowed to vote on the Plan pursuant to Bankruptcy Rule 3018.

2. Establishing Claim Amounts for Voting Purposes

Class 3 Claims. The amount of Class 3 Claims for Voting purposes only will be established based on the amount of the applicable positions held by such Class 3 Claim Holders as of the Voting

Record Date, as evidenced by (a) the Schedules and (b) the claims register maintained in this Chapter 11 Case. Proofs of Claim filed for \$0.00 are not entitled to vote.

If a Proof of Claim is amended, the last filed claim shall be subject to these rules and will supersede any earlier filed claim, and any earlier filed claim will be disallowed for voting purposes. Except as otherwise ordered by the Court, any amendments to Proofs of Claim after the Voting Record Date shall not be considered for purposes of these tabulation rules.

Class 4 Claims. The amount of Class 4 Claims for voting purposes only will be established based on the amount of the position held by the Class 4 Claim Holder as of the Voting Record Date, as evidenced by (a) the Schedules and (b) the claims register maintained in this Chapter 11 Case. Proofs of Claim filed for \$0.00 are not entitled to vote.

If a Proof of Claim is properly amended, the last filed Claim shall be subject to these rules and will supersede any earlier filed Claim, and any earlier filed Claim will be disallowed for voting purposes. Except as otherwise ordered by the Court, any amendments to Proofs of Claim after the Voting Record Date shall not be considered for purposes of these tabulation rules.

Class 5 Claims. The amount of Class 5 Claims for voting purposes only will be established based on the amount of the position held by the Class 5 Claim Holder as of the Voting Record Date, as evidenced by (a) the Schedules and (b) the claims register maintained in this Chapter 11 Case. Proofs of Claim filed for \$0.00 are not entitled to vote.

If a Proof of Claim is properly amended, the last filed Claim shall be subject to these rules and will supersede any earlier filed Claim, and any earlier filed Claim will be disallowed for voting purposes. Except as otherwise ordered by the Court, any amendments to Proofs of Claim after the Voting Record Date shall not be considered for purposes of these tabulation rules.

Class 6 Claims. The amount of Class 6 Claims for voting purposes only will be established based on the amount of the position held by the Class 6 Claim Holder as of the Voting Record Date, as evidenced by (a) the Schedules and (b) the claims register maintained in this Chapter 11 Case. Proofs of Claim filed for \$0.00 are not entitled to vote.

If a Proof of Claim is properly amended, the last filed Claim shall be subject to these rules and will supersede any earlier filed Claim, and any earlier filed Claim will be disallowed for voting purposes. Except as otherwise ordered by the Court, any amendments to Proofs of Claim after the Voting Record Date shall not be considered for purposes of these tabulation rules.

Filed and Scheduled Claims. The Claim amount established herein shall control for voting purposes only and shall not constitute the Allowed amount of any Claim. In tabulating votes, the following hierarchy shall be used to determine the amount of the Claim associated with each claimant's vote:

- i. The Claim amount (1) settled and/or agreed upon by the Debtor, as reflected in a document filed with the Court, (2) set forth in an order of the Court, or (3) set forth in a document executed by the Debtor pursuant to authority granted by the Court;

- ii. The Claim amount contained in a Proof of Claim that has been timely filed by the applicable Bar Date (or deemed timely filed by the Court), except for any amounts asserted on account of any interest accrued after the Petition Date; *provided, however*, that any Ballot cast by a Holder of a Claim who timely files a Proof of Claim in respect of (1) a contingent Claim or a Claim in a wholly-unliquidated or unknown amount (based on a reasonable review by the Debtor and/or the Voting Agent) that is not the subject of an objection by March 16, 2023 will count toward satisfying the numerosity requirement of section 1126(c) of the Bankruptcy Code and will count as a Ballot for a Claim in the amount of \$1.00 solely for the purposes of satisfying the dollar amount provisions of section 1126(c) of the Bankruptcy Code, and (2) a partially liquidated and partially unliquidated Claim, such Claim will be Allowed for voting purposes only in the liquidated amount; *provided further*, however, that to the extent the Claim amount contained in the Proof of Claim is different from the Claim amount (A) settled and/or agreed upon by the Debtor, as reflected in a document filed with the Court, (B) set forth in an order of the Court, or (C) set forth in a document executed by the Debtor pursuant to authority granted by the Court, such Claim amount shall supersede the Claim amount set forth on the respective Proof of Claim for voting purposes;
- iii. The Claim amount listed in the Schedules (to the extent such Claim is not superseded by a timely filed Proof of Claim); *provided* that such Claim is not scheduled as contingent, disputed, or unliquidated and/or has not been paid in full; and
- iv. In the absence of any of the foregoing, such Claim shall be disallowed for voting purposes.

3. Voting and Ballot Tabulation

The following voting procedures and standard assumptions shall be used in tabulating Ballots, subject to the Debtor's right to waive any of the below specified requirements for completion and submission of Ballots so long as such requirement is not otherwise required by the Bankruptcy Code, Bankruptcy Rules, or Local Rules:

- a. Unless otherwise provided in these Tabulation Procedures, a Claim will be deemed temporarily allowed for voting purposes only in an amount equal to: (i) if no Proof of Claim has been timely filed in respect of such Claim, the liquidated, non-contingent, undisputed amount of such Claim as set forth in the Debtor's schedules of assets

and liabilities (collectively, as may be amended from time to time, the “Schedules”), (ii) if a Proof of Claim has been timely filed in respect of such Claim, the liquidated and non-contingent amount set forth in such proof of Claim, or (iii) as otherwise set forth in the Plan; and

- b. If a Claim is deemed Allowed, pursuant to the Plan or by order of this Court (entered prior to the Voting Deadline), that Claim shall be Allowed for voting purposes in the deemed Allowed amount set forth in the Plan or any such order.
- c. If the Debtor, or any other party in interest, files and serves an objection to, or request for estimation of, a Claim at least fourteen days before the Voting Deadline, that Claim is temporarily disallowed for voting purposes, except as may be ordered by the Court; *provided, however*, that if the objection seeks only to reduce the Allowed amount of the Claim, then that Claim is temporarily Allowed for voting purposes in the proposed reduced amount, except as may be ordered by the Court.
- d. If a Claim for which a Proof of Claim has been timely filed asserts both liquidated and unknown, unliquidated, undetermined and/or contingent amounts, that Claim will be temporarily allowed for voting purposes, and not for purposes of allowance or distribution, in the liquidated amount.
- e. If a Claim for which a Proof of Claim has been timely filed asserts wholly unknown, unliquidated, undetermined and/or contingent amounts, that Claim will be temporarily allowed for voting purposes only, and not for purposes of allowance or distribution, and accorded one vote and valued at an amount equal to one dollar (\$1.00).
- f. If a Holder of a Claim identifies a Claim amount in its Ballot that is different than the amount otherwise calculated in accordance with the Tabulation Procedures, the Claim will be temporarily allowed for voting purposes in the amount calculated in accordance with the Tabulation Procedures.
- g. Creditors with Claims that have been indefeasibly paid, in full or in part, shall only be permitted to vote the unpaid amount of that Claim, if any, to accept or reject the Plan.
- h. Duplicate Claims within the Voting Classes will be deemed temporarily allowed for voting purposes only in an amount equal to one of those Claims and not in an amount equal to the aggregate of those Claims.

- i. If a Claim has been estimated for voting purposes or otherwise allowed for voting purposes by order of the Court, that Claim is temporarily Allowed for voting purposes in the amount so estimated or Allowed in such order.
- j. Creditors will not be entitled to vote Claims to the extent their Claims have been superseded and/or amended by other Claims filed by or on behalf of such creditors, regardless of whether the Debtor has objected to the earlier filed Claim.
- k. Claims filed for \$0.00 are not entitled to vote.
- l. For purposes of the numerosity requirement of section 1126(c) of the Bankruptcy Code, separate Claims held by a single creditor in one of the Voting Classes will be aggregated as if that creditor held one claim in such Voting Class, and the votes related to those Claims will be treated as a single vote to accept or reject the Plan.
- m. Any Holder who has filed or purchased duplicate Claims within a Voting Class will be provided with only one Solicitation Package and one Ballot for voting a single Claim in such Class, regardless of whether the Debtor has objected to those duplicate Claims.
- n. Delivery of a defective or Irregular Ballot will not be deemed to have been made until the defect or irregularity has been cured or waived by the Debtor. Any waiver by the Debtor of defects or irregularities in any Ballot will be detailed in the Voting Declaration filed with the Court by KCC.
- o. The Holder must complete each section of the Ballot, including, without limitation, certifying the amount of its Claim, voting to accept or reject the Plan, completing the requested identification information, and signing and dating the Ballot.
- p. The Holder must vote all of its Claims either to accept or reject the Plan. Accordingly, a Ballot that partially rejects and partially accepts the Plan will not be counted. To the extent possible, the Debtor will mail each Holder of a Claim in a Voting Class a single Ballot on account of the Claims held by the Holder in such Voting Class.
- q. If multiple Ballots are received from the same Holder with respect to the same Claim prior to the Voting Deadline, the last properly executed Ballot timely received will be deemed to reflect that Holder's intent and will supersede and revoke any prior Ballot received. If a Holder simultaneously casts inconsistent Ballots, those Ballots will not be counted.

- r. If the party executing the Ballot is signing as a trustee, executor, administrator, guardian, attorney-in-fact, officer of a corporation, or acting in a fiduciary or representative capacity, that party should indicate its capacity when signing and, if required or requested by KCC, the Debtor, or the Court, must submit evidence satisfactory to the requesting party to act on behalf of the Holder of the Claim.
- s. Subject to any contrary order of the Court, the Debtor further reserves the right to waive any defects or irregularities or conditions of delivery as to any particular Ballot. Neither the Debtor, nor any other person or entity, will be under any duty to provide notification of defects or irregularities with respect to deliveries of Ballots nor will any of them incur any liabilities for failure to provide such notification. KCC, in its discretion, may contact entities entitled to vote to cure any defects in the Ballot; provided, however, that KCC is not obligated to do so.
- t. In addition, the following Ballots may not be counted in determining the acceptance or rejection of the Plan:
 - (i) any Ballot that is illegible or contains insufficient information to permit the identification of the Holder;
 - (ii) any Ballot that (A) does not indicate an acceptance or rejection of the Plan, (B) indicates both an acceptance and rejection of the Plan, and/or (C) partially accepts and partially rejects the Plan;
 - (iii) any Ballot cast by a person who does not hold, or represent a person that holds, a Claim in a Voting Class as of the Voting Record Date;
 - (iv) any Ballot received after the Voting Deadline unless the Debtor has granted an extension in writing (including email) with respect to such Ballot. The Holder of a Claim may choose the method of delivery of its Ballot to KCC at its own risk. Delivery of the Ballot will be deemed made only when the original properly executed Ballot is actually received by KCC;
 - (v) any Ballot delivered by facsimile transmission, electronic mail, or any other means not specifically approved herein, provided that Ballots submitted through the E-Ballot will be counted;
 - (vi) any Ballot sent to a person other than KCC; and

- (vii) any Ballot not bearing an original signature; provided, however, for the avoidance of doubt, a Ballot submitted via KCC's E-Ballot shall be deemed to contain an original signature.
- u. Votes will be tabulated on a consolidated basis for the Debtor in accordance with the Plan.

E. Amendments to the Plan and Solicitation and Voting Procedures

The Debtor reserves the right to make non-substantive or immaterial changes to the Disclosure Statement, Plan (including, for the avoidance of doubt, the Plan Supplement), Ballots, Confirmation Hearing Notice, and related documents without further order of the Court, including, without limitation, changes to correct typographical and grammatical errors, if any, and to make conforming changes among the Disclosure Statement, the Plan, and any other materials in the Solicitation Package before their distribution; provided that all such modifications shall be made in accordance with the terms of the document being modified and the Plan. If such changes are made, the Debtor shall promptly file a notice on the Court's docket reflecting all such changes in a manner that highlights each such change.