

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

In re:

TRICIDA, INC.,<sup>1</sup>

Debtor.

Chapter 11

Case No. 23-10024 (JTD)

Re: Docket Nos. 74, 318

**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”)<sup>2</sup> 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

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<sup>1</sup> 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.

<sup>2</sup> Capitalized terms used but not otherwise defined herein shall have the meanings ascribed to such terms in the Motion.



**Exhibit 2**, and the form and manner of the Notice of Non-Voting Status, substantially in the form attached hereto as **Exhibit 4-A**, and the form and manner of the Notice of Non-Voting Status and Opt-Out Forms to Holders of Interests or Class 7 Claims, substantially in the forms attached hereto as **Exhibits 5-A, 5-C, and 5-D**; (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, 3-E**, the form of master Release Opt-Out Form for nominees, substantially in the form attached hereto as **Exhibit 5-B**, and the Cover Letter and Solicitation Procedures, substantially in the form attached hereto as **Exhibits 6 and 7**; 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, and Notice of Non-Voting Status plus Opt-Out Form substantially in the forms attached hereto as Exhibits 4-A, 5-A, 5-B, 5-C, and 5-D 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. Notwithstanding anything to the contrary in this Order, the Disclosure Statement or the Plan, the Official Committee of Unsecured Creditors (the "Committee") expressly reserves all of its rights and objection(s) to the Plan, including, but not limited to: the confirmability of the Plan; the Releases proposed in the Plan; the Exculpation provisions of the Plan; the classification of Claims and Interests under the Plan; the Wind Down Budget; the Retained Causes of Action; and the appointment of the Liquidating Trustee.

6. The Committee reserves the right to file a motion pursuant to Federal Rule of Bankruptcy Procedure 3013, and nothing in this Order, the Disclosure Statement or Plan shall preclude the Committee from requesting relief under Federal Rule of Bankruptcy Procedure 3013.

7. The Confirmation Hearing shall be held on **May 19, 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 **May 5, 2023 at 4:00 p.m. (prevailing Eastern Time)**.

8. 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) 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 the Committee, Womble Bond Dickinson (US) LLP, 1313 North Market Street, Suite 1200, Wilmington, Delaware 19801 (Attn: Donald Detweiler (don.detweiler@wbd-us.com), Todd Atkinson (todd.atkinson@wbd-us.com), and Elazar Kosman (Elazar.kosman@wbd-us.com).

9. 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.

10. 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.

11. 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 **May 16, 2023 at 4:00 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.

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

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

14. 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.

15. The Voting Procedures are hereby approved.

16. The Voting Record Date shall be **March 24, 2023**, except as otherwise provided in the Solicitation Procedures. 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.

17. The Voting Deadline shall be **May 5, 2023 at 4:00 p.m. (prevailing Eastern Time)**.

18. 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 **May 5, 2023**.

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

20. 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.

21. The Debtor also shall serve Holders of Claims or Interests in Classes 7 and 8 with the Form of Notice of Non-Voting Status, which shall contain Release Opt-Out Forms, no later than 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.

22. Notwithstanding anything to the contrary set forth in the Plan, the solicitation materials (including but not limited to the Disclosure Statement, the non-voting status notice, and the Release Opt-Out), the Plan Supplement, or the Confirmation Order, Jeffrey M. Fiore (“Lead Plaintiff”), the court-appointed lead plaintiff in the securities class action captioned as *Michael Pardi v. Tricida, Inc. and Gerrit Klaerner, Case No. 4:21-cv-00076-HSG* (the “Pardi Litigation”), pending in the United States District Court for the Northern District of California, Oakland Division, together with each member of the putative class Lead Plaintiff represents (including as



may be redefined or certified) in the Pardi Litigation (the “Proposed Class”), shall be deemed to have opted out of the third party release contained in Article IX.B of the Plan with respect to claims asserted or to be asserted against any non-Debtor party in the Pardi Litigation (the “Opt-Out Claims”), and shall not be required to execute, complete, or deliver the Release Opt-Out forms by the Voting Deadline / opt-out deadline. Lead Plaintiff and the Proposed Class are not Releasing Parties with respect to the Opt-Out Claims.

23. The Solicitation Packages are approved.

24. The Ballots are hereby approved.

25. The Tabulation Procedures are approved.

26. The terms of this Order shall be effective immediately upon its entry.

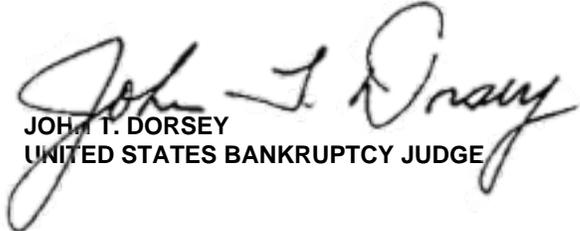
27. The Debtor is authorized to make non-substantive and ministerial changes to any documents in the Solicitation Package, without further approval of the Court prior to its dissemination, including, without limitation, changes to correct typographical and grammatical errors and to make conforming changes among the Plan and any of such materials prior to their distribution.

28. All time periods set forth in this Order shall be calculated in accordance with Bankruptcy Rule 9006(a).

29. The Debtor is authorized to take all actions necessary to effectuate the relief granted pursuant to this Order in accordance with the Motion.

30. 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.

Dated: March 27th, 2023  
Wilmington, Delaware

  
JOHN T. DORSEY  
UNITED STATES BANKRUPTCY JUDGE

**Exhibit 1**

**Disclosure Statement Hearing Notice**

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

In re:

TRICIDA, INC.,<sup>1</sup>

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”).<sup>2</sup>

**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

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<sup>1</sup> 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.

<sup>2</sup> 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](mailto: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](http://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*

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**YOUNG CONAWAY STARGATT &  
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*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.,<sup>1</sup>

Debtor.

Chapter 11

Case No. 23-10024 (JTD)

**Hearing Date: May 19, 2023 at 10:00 a.m. (ET)**

**Obj. Deadline: May 5, 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 March 27, 2023, the United States Bankruptcy Court for the District of Delaware entered an order [Docket No. ●] (the “Solicitation Procedures Order”): (a) approving the *Fourth Amended Disclosure Statement for the Chapter 11 Plan of Liquidation for Tricida, Inc.* [Docket No. 318] (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 *Third Amended Chapter 11 Plan of Liquidation for Tricida, Inc.* [Docket No. 306] (as may be amended, modified, amended, or supplemented from time to time, the “Plan”)<sup>2</sup>; (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 **May 19, 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.

<sup>1</sup> 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.

<sup>2</sup> Capitalized terms used herein and not otherwise defined has the meanings given to them in the *Third Amended Chapter 11 Plan of Liquidation for Tricida, Inc.*, dated March 21, 2023.

**CRITICAL INFORMATION REGARDING VOTING ON THE PLAN**

**Voting Record Date.** The voting record date was **March 24, 2023**, except as otherwise provided in the Solicitation Procedures (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 **May 5, 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 **May 5, 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;"><b>Tricida, Inc.</b></p> <p>7000 Shoreline Court, Suite 201  South San Francisco, CA 94080  Attn: Bob McKague, Executive Vice President,  General Counsel, &amp; Chief Compliance Officer  Email: bmckague@tricida.com</p>	<p style="text-align: center;"><b>Sidley Austin LLP</b>  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;"><b>Young Conaway Stargatt &amp; Taylor LLP</b>  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>
<b>United States Trustee</b>	
<b>Office of The United States Trustee</b> 844 King Street, Suite 2207 Lockbox 35 Wilmington, Delaware 19801 Attn: Timothy J. Fox Jr.	

### **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: March 27, 2023  
Wilmington, Delaware

Respectfully submitted,

*/s/ Sean M. Beach*

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*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.,<sup>1</sup>

Debtor.

Chapter 11

Case No. 23-10024 (JTD)

Hearing Date: May 19, 2023 at 10:00 a.m. (ET)

Obj. Deadline: May 5, 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 PREADDRESSED, 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 MAY 5, 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.**

**The boxes to accept or reject the Plan and to exercise your right with respect to the third-party releases are contained on page 3 of this Ballot.**

Tricida Inc., as debtor and debtor in possession (the "Debtor") in the above-captioned chapter 11 case, is soliciting votes with respect to the *Third Amended 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 *Fourth Amended 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 March 27, 2023 [Docket No. [●]]

<sup>1</sup> 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 “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 3 Ballot for the Beneficial Holders<sup>2</sup> (the “Class 3 Beneficial Holder Ballot”) because you are a Holder of a Class 3 Claim as of March 24, 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. The boxes to accept or reject the Plan and to exercise your right with respect to the third party releases are contained on page 3 of this Ballot.

Included in Item 2 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 2 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](mailto: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

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<sup>2</sup> 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.

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.

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 **May 5, 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):

**ACCEPT** (vote FOR) the Plan       **REJECT** (vote AGAINST) the Plan

**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 AND DO NOT OTHERWISE OPT-OUT, YOU SHALL BE A “RELEASING PARTY” UNDER THE PLAN, AND YOU WILL BE DEEMED TO HAVE CONSENTED TO THE THIRD-PARTY RELEASE PROVISIONS CONTAINED IN THE PLAN. YOUR DECISION ON THIS ELECTION DOES NOT AFFECT THE AMOUNT OF DISTRIBUTION YOU WILL RECEIVE UNDER THE PLAN.

The Holder of the Class 3 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 3. The Plan Includes Certain Injunction, Release, and Exculpation Provisions.**

**Selected Defined Terms in the Plan**

“Exculpated Party” or “Exculpated Parties” means, in each case in its capacity as such, (a) the Debtor; (b) the Debtor’s directors and officers during the Chapter 11 Case; (c) each of the respective current professionals, advisors, accountants, attorneys, investment bankers, consultants, employees, agents, and other representatives of the Debtor; (d) the Retained Professionals; and (e) each of the Retained Professionals’ current professionals, advisors, accountants, attorneys, investment bankers, consultants, employees, agents, and other representatives.

“Related Party” means each of, and in each case in its capacity as such, current and former directors, managers, officers, committee members, members of any governing body, equity holders (regardless of whether such interests are held directly or indirectly), affiliated investment funds or investment vehicles, managed accounts or funds, predecessors, participants, successors, assigns, subsidiaries, Affiliates, partners, limited partners, general partners, principals, members, management companies, fund advisors or managers, employees, agents, trustees, advisory board members, financial advisors, attorneys (including any other attorneys or professionals retained by any current or former director or manager in his or her capacity as director or manager of an Entity), accountants, investment bankers, consultants, representatives, and other professionals and advisors and any such Person’s or Entity’s respective heirs, executors, estates, and nominees.

“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. Notwithstanding the foregoing, the definition of “Released Party” shall not be deemed to include any shareholder solely to the extent acting in such person’s capacity as a shareholder.

“Releasing Parties” means, collectively, and in each case, in their respective capacities as such, (a) the Consenting Noteholder Releasing Parties; (b) all Holders of Claims deemed hereunder to have accepted the Plan that have not filed an objection to the release contained in Article IX of the Plan prior to the Voting Deadline; (c) 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 of the Plan prior to the Voting Deadline; (d) to the maximum extent permitted by Law; each current and former Affiliate of each Person or Entity in clauses (a) through (c); and (e) to the maximum extent permitted by Law, each Related Party of each Entity in clauses (a) through (c).

**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; *provided, however*, that this provision shall not operate to waive or release any Claims or Causes of Action 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. 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, recovery on account of which, other than with respect to the Severance Payment Claim, will be limited to the extent of available insurance proceeds, if any, provided under

the D&O Policies in accordance with the terms thereof and subject to the provisions and limitations of any such D&O Policies and applicable law).

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; provided, however, that this provision shall not operate to waive or release any Claims or Causes of Action 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; provided further, however, that notwithstanding anything to the contrary in the Disclosure Statement and Plan, this provision shall not apply with respect to any unimpaired Claim until such unimpaired Claim has been paid in full in the Allowed amount of such Claim determined in accordance with applicable law, or on terms agreed to between the Holder of such Claim and the Debtor or

the Liquidating Trustee, as applicable, at which time this provision shall apply in all respects as to the applicable unimpaired claim. 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, recovery on account of which, other than with respect to the Severance Payment Claim, will be limited to the extent of available insurance proceeds, if any, provided under the D&O Policies in accordance with the terms thereof and subject to the provisions and limitations of any such D&O Policies and applicable law).

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 the 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 the 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 the 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 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 2 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) (Noteholder Claims) being voted or (b) an authorized signatory for the Holder of the Class 3 Claim(s) (Noteholder 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 1 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 and does not complete the Release Opt-Out in Item 2, 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 Holder<sup>3</sup>: \_\_\_\_\_

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  
MAY 5, 2023**

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<sup>3</sup> 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 3 Beneficial Holder Ballot; (b) indicate your decision either to accept or reject the Plan in the boxes provided in Item 2 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 **May 5, 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 Debtor’s 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 Debtor, the Debtor's agents (other than the Voting Agent and only with respect to a pre-validated Beneficial Holder Ballot), any indenture trustee, or the Debtor's 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](mailto: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](mailto:TRICIDAINFO@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 May 5, 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 Debtor.**

**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.,<sup>1</sup>

Debtor.

Chapter 11

Case No. 23-10024 (JTD)

Hearing Date: May 19, 2023 at 10:00 a.m. (ET)

Obj. Deadline: May 5, 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 MAY 5, 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 *Third Amended 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 *Fourth Amended 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 March 27, 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 Holder<sup>2</sup> of Class 3 Claims as of March 24, 2023 (the “Voting Record Date”).

**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**

<sup>1</sup> 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.

<sup>2</sup> 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

(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](mailto: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 May 5, 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 Party” or “Exculpated Parties” means, in each case in its capacity as such, (a) the Debtor; (b) the Debtor’s directors and officers during the Chapter 11 Case; (c) each of the respective current professionals, advisors, accountants, attorneys, investment bankers, consultants, employees, agents, and other representatives of the Debtor; (d) the Retained Professionals; and (e) each of the Retained Professionals’ current professionals, advisors, accountants, attorneys, investment bankers, consultants, employees, agents, and other representatives.

“Related Party” means each of, and in each case in its capacity as such, current and former directors, managers, officers, committee members, members of any governing body, equity holders (regardless of whether such interests are held directly or indirectly), affiliated investment funds or investment vehicles, managed accounts or funds, predecessors, participants, successors, assigns, subsidiaries, Affiliates, partners, limited partners, general partners, principals, members, management companies, fund advisors or managers, employees, agents, trustees, advisory board members, financial advisors, attorneys (including any other attorneys or professionals retained by any current or former director or manager in his or her capacity as director or manager of an Entity), accountants, investment bankers, consultants, representatives, and other professionals and advisors and any such Person’s or Entity’s respective heirs, executors, estates, and nominees.

“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. Notwithstanding the foregoing, the definition of “Released Party” shall not be deemed to include any shareholder solely to the extent acting in such person’s capacity as a shareholder.

“Releasing Parties” means, collectively, and in each case, in their respective capacities as such, (a) the Consenting Noteholder Releasing Parties; (b) all Holders of Claims deemed hereunder to have accepted the Plan that have not filed an objection to the release contained in Article IX of the Plan prior to the Voting Deadline; (c) 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 of the Plan prior to the Voting Deadline; (d) to the maximum extent permitted by Law; each current and former Affiliate of each Person or Entity in clauses (a) through

(c); and (e) to the maximum extent permitted by Law, each Related Party of each Entity in clauses (a) through (c).

### **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; *provided, however*, that this provision shall not operate to waive or release**

any Claims or Causes of Action 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. 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, recovery on account of which, other than with respect to the Severance Payment Claim, will be limited to the extent of available insurance proceeds, if any, provided under the D&O Policies in accordance with the terms thereof and subject to the provisions and limitations of any such D&O Policies and applicable law).

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; provided, however, that this provision shall not operate to waive or release any Claims or Causes of Action 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; provided further, however, that notwithstanding anything to the contrary in the Disclosure Statement and Plan, this provision shall not apply with respect to any unimpaired Claim until such unimpaired Claim has been paid in full in the Allowed amount of such Claim determined in accordance with applicable law, or on terms agreed to between the Holder of such Claim and the Debtor or the Liquidating Trustee, as applicable, at which time this provision shall apply in all respects as to the applicable unimpaired claim. 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, recovery on account of which, other than with respect to the Severance Payment Claim, will be limited to the extent of available insurance proceeds, if any, provided under the D&O Policies in accordance with the terms thereof and subject to the provisions and limitations of any such D&O Policies and applicable law).

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 the 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 the 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 the 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.

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"/>
<b>TOTALS</b>	\$				

**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 Debtor, 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](mailto: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  
MAY 5, 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 **May 5, 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 Debtor 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 Debtor 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 [tricidadballots@kccllc.com](mailto:tricidadballots@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](mailto: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 May 5, 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 Debtor.**



**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.,<sup>1</sup>

Debtor.

Chapter 11

Case No. 23-10024 (JTD)

Hearing Date: May 19, 2023 at 10:00 a.m. (ET)

Obj. Deadline: May 5, 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 PREAMBITTED, 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 MAY 5, 2023 AT 4:00 P.M. (EASTERN TIME) (THE “VOTING DEADLINE”).**

**The boxes to accept or reject the Plan and to exercise your right with respect to the third-party releases are contained on page 3 of this Ballot.**

Tricida Inc., as debtor and debtor in possession (the “Debtor”) in the above-captioned chapter 11 case, is soliciting votes with respect to the *Third Amended 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 *Fourth Amended 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 March 27, 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 March 24, 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. The boxes to accept or reject the Plan and to exercise rights on third party releases are contained on page 3 of this Ballot.

<sup>1</sup> 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.

Included in Item 2 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 Releases by Holders of Claims unless you check the Release Opt-Out box under Item 2 of this Ballot, and complete the Certification in Item 4 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"/> <b><u>ACCEPT</u></b> (vote FOR) the Plan	<input type="checkbox"/> <b><u>REJECT</u></b> (vote AGAINST) the Plan
---	---

**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 AND DO NOT OTHERWISE OPT-OUT, YOU SHALL BE A “RELEASING PARTY” UNDER THE PLAN, AND YOU WILL BE DEEMED TO HAVE CONSENTED TO THE THIRD-PARTY RELEASE PROVISIONS CONTAINED IN THE PLAN. YOUR DECISION ON THIS ELECTION DOES NOT AFFECT THE AMOUNT OF DISTRIBUTION YOU WILL RECEIVE UNDER THE PLAN.

The Holder of the Class 4 Claim against the Debtor set forth in Item 1 elects to: <input type="checkbox"/> <b>OPT OUT</b> of the Third Party Release set forth in Section IX.B. of the Plan
--

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

**Selected Defined Terms in the Plan**

“Exculpated Party” or “Exculpated Parties” means, in each case in its capacity as such, (a) the Debtor; (b) the Debtor’s directors and officers during the Chapter 11 Case; (c) each of the respective current professionals, advisors, accountants, attorneys, investment bankers, consultants, employees, agents, and other representatives of the Debtor; (d) the Retained Professionals; and (e) each of the Retained Professionals’ current professionals, advisors, accountants, attorneys, investment bankers, consultants, employees, agents, and other representatives.

“Related Party” means each of, and in each case in its capacity as such, current and former directors, managers, officers, committee members, members of any governing body, equity holders (regardless of whether such interests are held directly or indirectly), affiliated investment funds or investment vehicles, managed accounts or funds, predecessors, participants, successors, assigns, subsidiaries, Affiliates, partners, limited partners, general partners, principals, members, management companies, fund advisors or managers, employees, agents, trustees, advisory board members, financial advisors, attorneys (including any other attorneys or professionals retained by any current or former director or manager in his or her capacity as director or manager of an Entity), accountants, investment bankers, consultants, representatives, and other professionals and advisors and any such Person’s or Entity’s respective heirs, executors, estates, and nominees.

“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. Notwithstanding the foregoing, the definition of “Released Party” shall not be deemed to include any shareholder solely to the extent acting in such person’s capacity as a shareholder.

“Releasing Parties” means, collectively, and in each case, in their respective capacities as such, (a) the Consenting Noteholder Releasing Parties; (b) all Holders of Claims deemed hereunder to have accepted the Plan that have not filed an objection to the release contained in Article IX of the Plan prior to the Voting Deadline; (c) 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 of the Plan prior to the Voting Deadline; (d) to the maximum extent permitted by Law; each current and former Affiliate of each Person or Entity in clauses (a) through (c); and (e) to the maximum extent permitted by Law, each Related Party of each Entity in clauses (a) through (c).

### **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; *provided, however*, that this provision shall not operate to waive or release any Claims or Causes of Action 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. 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, recovery on account of which, other than with respect to the Severance Payment Claim, will be limited to the extent of available insurance proceeds, if any, provided under the D&O Policies in accordance with the terms thereof and subject to the provisions and limitations of any such D&O Policies and applicable law).

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; provided, however, that this provision shall not operate to waive or release any Claims or Causes of Action 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; provided further, however, that notwithstanding anything to the contrary in the Disclosure Statement and Plan, this provision shall not apply with respect to any unimpaired Claim until such unimpaired Claim has been paid in full in the Allowed amount of such Claim determined in accordance with applicable law, or on terms agreed to between the Holder of such Claim and the Debtor or the Liquidating Trustee, as applicable, at which time this provision shall apply in all respects as to the applicable unimpaired claim. 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, recovery on account of which, other than with respect to the Severance Payment Claim, will be limited to the extent of available insurance proceeds, if any, provided under the D&O Policies in accordance with the terms thereof and subject to the provisions and limitations of any such D&O Policies and applicable law).

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 the 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 the 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 the 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 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 1 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 and does not complete the Release Opt-Out in Item 2, 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 Holder<sup>2</sup>: \_\_\_\_\_

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  
MAY 5, 2023**

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<sup>2</sup> 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:**

<b><u>If by First Class Mail:</u></b>	<b><u>If by Overnight Courier or Hand Delivery:</u></b>
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 MAY 5, 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 2 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 May 5, 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](mailto: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](mailto: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.,<sup>1</sup>

Debtor.

Chapter 11

Case No. 23-10024 (JTD)

Hearing Date: May 19, 2023 at 10:00 a.m. (ET)

Obj. Deadline: May 5, 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 MAY 5, 2023 AT 4:00 P.M. (EASTERN TIME) (THE “VOTING DEADLINE”).**

**The boxes to accept or reject the Plan and to exercise your right with respect to the third-party releases are contained on page 3 of this Ballot.**

Tricida Inc., as debtor and debtor in possession (the “Debtor”) in the above-captioned chapter 11 case, is soliciting votes with respect to the *Third Amended 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 *Fourth Amended 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 March 27, 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 March 24, 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. The boxes to accept or reject the Plan and to exercise rights on third party releases are contained on page 3 of this Ballot.

<sup>1</sup> 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.

Included in Item 2 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 Releases by Holders of Claims unless you check the Release Opt-Out box under Item 2 of this Ballot, and complete the Certification in Item 4 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"/> <b><u>ACCEPT</u></b> (vote FOR) the Plan	<input type="checkbox"/> <b><u>REJECT</u></b> (vote AGAINST) the Plan
---	---

**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 AND DO NOT OTHERWISE OPT-OUT, YOU SHALL BE A “RELEASING PARTY” UNDER THE PLAN, AND YOU WILL BE DEEMED TO HAVE CONSENTED TO THE THIRD-PARTY RELEASE PROVISIONS CONTAINED IN THE PLAN. YOUR DECISION ON THIS ELECTION DOES NOT AFFECT THE AMOUNT OF DISTRIBUTION YOU WILL RECEIVE UNDER THE PLAN.

The Holder of the Class 5 Claim against the Debtor set forth in Item 1 elects to: <input type="checkbox"/> <b>OPT OUT</b> of the Third Party Release set forth in Section IX.B. of the Plan
--

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

**Selected Defined Terms in the Plan**

“Exculpated Party” or “Exculpated Parties” means, in each case in its capacity as such, (a) the Debtor; (b) the Debtor’s directors and officers during the Chapter 11 Case; (c) each of the respective current professionals, advisors, accountants, attorneys, investment bankers, consultants, employees, agents, and other representatives of the Debtor; (d) the Retained Professionals; and (e) each of the Retained Professionals’ current professionals, advisors, accountants, attorneys, investment bankers, consultants, employees, agents, and other representatives.

“Related Party” means each of, and in each case in its capacity as such, current and former directors, managers, officers, committee members, members of any governing body, equity holders (regardless of whether such interests are held directly or indirectly), affiliated investment funds or investment vehicles, managed accounts or funds, predecessors, participants, successors, assigns, subsidiaries, Affiliates, partners, limited partners, general partners, principals, members, management companies, fund advisors or managers, employees, agents, trustees, advisory board members, financial advisors, attorneys (including any other attorneys or professionals retained by any current or former director or manager in his or her capacity as director or manager of an Entity), accountants, investment bankers, consultants, representatives, and other professionals and advisors and any such Person’s or Entity’s respective heirs, executors, estates, and nominees.

“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. Notwithstanding the foregoing, the definition of “Released Party” shall not be deemed to include any shareholder solely to the extent acting in such person’s capacity as a shareholder.

“Releasing Parties” means, collectively, and in each case, in their respective capacities as such, (a) the Consenting Noteholder Releasing Parties; (b) all Holders of Claims deemed hereunder to have accepted the Plan that have not filed an objection to the release contained in Article IX of the Plan prior to the Voting Deadline; (c) 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 of the Plan prior to the Voting Deadline; (d) to the maximum extent permitted by Law; each current and former Affiliate of each Person or Entity in clauses (a) through (c); and (e) to the maximum extent permitted by Law, each Related Party of each Entity in clauses (a) through (c).

### **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; *provided, however*, that this provision shall not operate to waive or release any Claims or Causes of Action 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. 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, recovery on account of which, other than with respect to the Severance Payment Claim, will be limited to the extent of available insurance proceeds, if any, provided under the D&O Policies in accordance with the terms thereof and subject to the provisions and limitations of any such D&O Policies and applicable law).

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; provided, however, that this provision shall not operate to waive or release any Claims or Causes of Action 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; provided further, however, that notwithstanding anything to the contrary in the Disclosure Statement and Plan, this provision shall not apply with respect to any unimpaired Claim until such unimpaired Claim has been paid in full in the Allowed amount of such Claim determined in accordance with applicable law, or on terms agreed to between the Holder of such Claim and the Debtor or the Liquidating Trustee, as applicable, at which time this provision shall apply in all respects as to the applicable unimpaired claim. 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, recovery on account of which, other than with respect to the Severance Payment Claim, will be limited to the extent of available insurance proceeds, if any, provided under the D&O Policies in accordance with the terms thereof and subject to the provisions and limitations of any such D&O Policies and applicable law).

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 the 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 the 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 the 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 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 1 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 and does not complete the Release Opt-Out in Item 2, 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 Holder<sup>2</sup>: \_\_\_\_\_

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  
MAY 5, 2023**

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<sup>2</sup> 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:**

<b><u>If by First Class Mail:</u></b>	<b><u>If by Overnight Courier or Hand Delivery:</u></b>
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 MAY 5, 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 2 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 May 5, 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](mailto: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](mailto: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.,<sup>1</sup>

Debtor.

Chapter 11

Case No. 23-10024 (JTD)

Hearing Date: May 19, 2023 at 10:00 a.m. (ET)

Obj. Deadline: May 5, 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 MAY 5, 2023 AT 4:00 P.M. (EASTERN TIME) (THE “VOTING DEADLINE”).**

**The boxes to accept or reject the Plan and to exercise your right with respect to the third-party releases are contained on page 3 of this Ballot.**

Tricida Inc., as debtor and debtor in possession (the “Debtor”) in the above-captioned chapter 11 case, is soliciting votes with respect to the *Third Amended 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 *Fourth Amended 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 March 27, 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 March 24, 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. The boxes to accept or reject the Plan and to exercise rights on third party releases are contained on page 4 of this Ballot.

<sup>1</sup> 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.



Included in Item 2 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 Releases by Holders of Claims unless you check the Release Opt-Out box under Item 2 of this Ballot, and complete the Certification in Item 4 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 6 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"/> <b><u>ACCEPT</u></b> (vote FOR) the Plan	<input type="checkbox"/> <b><u>REJECT</u></b> (vote AGAINST) the Plan
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**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 AND DO NOT OTHERWISE OPT-OUT, YOU SHALL BE A “RELEASING PARTY” UNDER THE PLAN, AND YOU WILL BE DEEMED TO HAVE CONSENTED TO THE THIRD-PARTY RELEASE PROVISIONS CONTAINED IN THE PLAN. YOUR DECISION ON THIS ELECTION DOES NOT AFFECT THE AMOUNT OF DISTRIBUTION YOU WILL RECEIVE UNDER THE PLAN.

The Holder of the Class 6 Claim against the Debtor set forth in Item 1 elects to: <input type="checkbox"/> <b>OPT OUT</b> of the Third Party Release set forth in Section IX.B. of the Plan
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**Item 3. The Plan Includes Certain Injunction, Release, and Exculpation Provisions.**

**Selected Defined Terms in the Plan**

“Exculpated Party” or “Exculpated Parties” means, in each case in its capacity as such, (a) the Debtor; (b) the Debtor’s directors and officers during the Chapter 11 Case; (c) each of the respective current professionals, advisors, accountants, attorneys, investment bankers, consultants, employees, agents, and other representatives of the Debtor; (d) the Retained Professionals; and (e) each of the Retained Professionals’ current professionals, advisors, accountants, attorneys, investment bankers, consultants, employees, agents, and other representatives.

“Related Party” means each of, and in each case in its capacity as such, current and former directors, managers, officers, committee members, members of any governing body, equity holders (regardless of whether such interests are held directly or indirectly), affiliated investment funds or investment vehicles, managed accounts or funds, predecessors, participants, successors, assigns, subsidiaries, Affiliates, partners, limited partners, general partners, principals, members, management companies, fund advisors or managers, employees, agents, trustees, advisory board members, financial advisors, attorneys (including any other attorneys or professionals retained by any current or former director or manager in his or her capacity as director or manager of an Entity), accountants, investment bankers, consultants, representatives, and other professionals and advisors and any such Person’s or Entity’s respective heirs, executors, estates, and nominees.

“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. Notwithstanding the foregoing, the definition of “Released Party” shall not be deemed to include any shareholder solely to the extent acting in such person’s capacity as a shareholder.

“Releasing Parties” means, collectively, and in each case, in their respective capacities as such, (a) the Consenting Noteholder Releasing Parties; (b) all Holders of Claims deemed hereunder to have accepted the Plan that have not filed an objection to the release contained in Article IX of the Plan prior to the Voting Deadline; (c) 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 of the Plan prior to the Voting Deadline; (d) to the maximum extent permitted by Law; each current and former Affiliate of each Person or Entity in clauses (a) through (c); and (e) to the maximum extent permitted by Law, each Related Party of each Entity in clauses (a) through (c).

### **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; *provided, however*, that this provision shall not operate to waive or release any Claims or Causes of Action 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. 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, recovery on account of which, other than with respect to the Severance Payment Claim, will be limited to the extent of available insurance proceeds, if any, provided under the D&O Policies in accordance with the terms thereof and subject to the provisions and limitations of any such D&O Policies and applicable law).

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; provided, however, that this provision shall not operate to waive or release any Claims or Causes of Action 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; provided further, however, that notwithstanding anything to the contrary in the Disclosure Statement and Plan, this provision shall not apply with respect to any unimpaired Claim until such unimpaired Claim has been paid in full in the Allowed amount of such Claim determined in accordance with applicable law, or on terms agreed to between the Holder of such Claim and the Debtor or the Liquidating Trustee, as applicable, at which time this provision shall apply in all respects as to the applicable unimpaired claim. 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, recovery on account of which, other than with respect to the Severance Payment Claim, will be limited to the extent of available insurance proceeds, if any, provided under the D&O Policies in accordance with the terms thereof and subject to the provisions and limitations of any such D&O Policies and applicable law).

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 the 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 the 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 the 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 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 6 Claim(s) (*De Minimis* Unsecured Claims) being voted or (b) an authorized signatory for the Holder of the Class 4 Claim(s) (*De Minimis* 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 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 1 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 and does not complete the Release Opt-Out in Item 2, 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 Holder<sup>2</sup>: \_\_\_\_\_

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  
MAY 5, 2023**

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<sup>2</sup> 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:**

<b><u>If by First Class Mail:</u></b>	<b><u>If by Overnight Courier or Hand Delivery:</u></b>
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.

<p>IF THE VOTING AGENT DOES NOT <b><i>ACTUALLY RECEIVE</i></b> THIS BALLOT BY MAY 5, 2023 AT 4:00 P.M. (<b>PREVAILING EASTERN TIME</b>) (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.</p>
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**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 2 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 May 5, 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](mailto: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](mailto: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.,<sup>1</sup>

Debtor.

Chapter 11

Case No. 23-10024 (JTD)

**Hearing Date: May 19, 2023 at 10:00 a.m. (ET)**

**Obj. Deadline: May 5, 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 March 27, 2023, the United States Bankruptcy Court for the District of Delaware entered an order [Docket No. ●] (the “Solicitation Procedures Order”): (a) approving the *Fourth Amended Disclosure Statement for the Chapter 11 Plan of Liquidation for Tricida, Inc.* [Docket No. 318] (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 *Third Amended Chapter 11 Plan of Liquidation for Tricida, Inc.* [Docket No. 306] (as may be amended, modified, amended, or supplemented from time to time, the “Plan”)<sup>2</sup>; (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 **May 19, 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 **May 5, 2023 at 4:00 p.m. prevailing Eastern Time** (the “Plan Objection Deadline”). All

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<sup>1</sup> 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.

<sup>2</sup> Capitalized terms used herein and not otherwise defined has the meanings given to them in the *Third Amended Chapter 11 Plan of Liquidation for Tricida, Inc.*, dated March 21, 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><b>Tricida, Inc.</b>                      7000 Shoreline Court, Suite 201                      South San Francisco, CA 94080                      Attn: Bob McKague, Executive Vice President,                      General Counsel, &amp; Chief Compliance Officer                      Email: bmckague@tricida.com</p>	<p><b>Sidley Austin LLP</b>                      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><b>Young Conaway Stargatt &amp; Taylor LLP</b>                      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>
<b>United States Trustee</b>	
<p><b>Office of The United States Trustee</b>                      844 King Street, Suite 2207                      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@kcellc.com; or (c) visiting the Debtor’s restructuring website at <https://www.kcellc.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 (b) 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 (c) of the attached opt-out election form), and will benefit from**



**an 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 (c) 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: March 27, 2023  
Wilmington, Delaware

Respectfully submitted,

*/s/ Sean M. Beach*

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*Attorneys for Debtor, Tricida, Inc.*

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

In re:

TRICIDA, INC.,<sup>1</sup>

Debtor.

Chapter 11

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Hearing Date: May 19, 2023 at 10:00 a.m. (ET)

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**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).<sup>2</sup> 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 “Related Party: as:

**“Related Party” means each of, and in each case in its capacity as such, current and former directors, managers, officers, committee members, members of any governing body, equity holders (regardless of whether such interests are held directly or indirectly), affiliated investment funds or investment vehicles, managed accounts or funds, predecessors, participants, successors, assigns, subsidiaries, Affiliates, partners, limited partners, general partners, principals, members, management companies, fund advisors or managers, employees, agents, trustees, advisory board members, financial advisors, attorneys (including any other attorneys or professionals retained by any current or former director or manager in his or her capacity as director or manager of an Entity), accountants, investment bankers, consultants,**

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<sup>1</sup> 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.

<sup>2</sup> 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).

representatives, and other professionals and advisors and any such Person's or Entity's respective heirs, executors, estates, and nominees.

(b) 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. Notwithstanding the foregoing, the definition of "Released Party" shall not be deemed to include any shareholder solely to the extent acting in such person's capacity as a shareholder.

(c) 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 Consenting Noteholder Releasing Parties; (b) 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; (c) 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; (d) to the maximum extent permitted by Law; each current and former Affiliate of each Person or Entity in clauses (a) through (c); and (e) to the maximum extent permitted by Law, each Related Party of each Entity in clauses (a) through (c).

(d) Section IX.B of the Plan provides the following in regard to "Releases by 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; provided, however, that this provision shall not operate to waive or release any Claims or Causes of Action 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; provided further, however, that notwithstanding anything to the contrary in the Disclosure Statement and Plan, this provision shall not apply with respect to any unimpaired Claim until such unimpaired Claim has been paid in full in the Allowed amount of such Claim determined in accordance with applicable law, or on terms agreed to between the Holder of such Claim and the Debtor or the Liquidating Trustee, as applicable, at which time this provision shall apply in all respects as to the applicable unimpaired claim. 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, recovery on account of which, other than with respect to the Severance Payment Claim, will be limited to the extent of available insurance proceeds, if any, provided under the D&O Policies in accordance with the terms thereof and subject to the provisions and limitations of any such D&O Policies and applicable law).

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.”

(e) 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.**

(f) 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 the 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. Your decision on this election does not affect the amount of distribution you will receive under the Plan.

The undersigned elects to:  <input type="checkbox"/> <b>OPT OUT</b> of the Third Party Release set forth in section IX.B of the Plan	
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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 MAY 5, 2023 AT 4:00 P.M. ET, BY ONLY ONE OF THE FOLLOWING APPROVED SUBMISSION METHODS:**

**First Class Mail, Overnight Courier or Hand-Delivery To:**

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

**Electronic, online submission:**

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.

IMPORTANT NOTE: You will need the following information to retrieve and submit your customized electronic Opt-Out Form:

Unique Opt-Out ID#: \_\_\_\_\_

Pin #: \_\_\_\_\_

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.

Creditors who submit an Opt-Out Form using KCC's online portal should **NOT** also submit a paper Opt-Out Form.

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](mailto:TricidaInfo@kccllc.com).

**EXHIBIT 5-A**

**Form of Notice & Opt-Out to Beneficial Shareholders**



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

In re:

TRICIDA, INC.,<sup>1</sup>

Debtor.

Chapter 11

Case No. 23-10024 (JTD)

Hearing Date: May 19, 2023 at [10:00 a.m.] (ET)  
Obj. Deadline: May 5, 2023 at 4:00 p.m. (ET)

**NOTICE TO SHAREHOLDERS  
OF RIGHT TO OPT-OUT OF THIRD PARTY RELEASE**

**You are receiving this notice because you are a shareholder of Tricida, Inc. (the “Company” or “Debtor”).**

**You will not receive any payment on account of your shares in the bankruptcy case, and your shares will be cancelled.**

**The Debtor is seeking court approval for a plan of liquidation and disclosure statement filed as part of its bankruptcy proceeding.**

**Under the plan of liquidation, shareholders will not be entitled to any payment from the Debtor on account of their Tricida shares and do not get to vote on the plan of liquidation because shareholders are deemed to reject the plan of liquidation.**

**However, as part of the plan of liquidation, unless shareholders, take additional action as described here, and affirmatively opt-out, shareholders will be deemed to release claims they may have against the Debtor, its officers and directors, and certain creditors and other third parties.**

**You have the right to opt-out, to avoid releasing any claims, against these third-parties, the Debtor, and its officers and directors by completing the opt-out form on pages 5–6 of this notice and returning this form to your nominee. The applicable definitions of released and releasing parties are also attached to this notice for your convenience of review. These Defined Terms control the scope of the Release provisions.**

**I. Notice of Disclosure Statement, Plan, and Confirmation Hearing**

On March 27, 2023, the United States Bankruptcy Court for the District of Delaware entered an order [Docket No. ●] (the “Solicitation Procedures Order”): (a) approving the *Fourth*

<sup>1</sup> 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.

*Amended Disclosure Statement for the Chapter 11 Plan of Liquidation for Tricida, Inc.* [Docket No. 318] (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 *Third Amended Chapter 11 Plan of Liquidation for Tricida, Inc.* [Docket No. 306] (as may be amended, modified, amended, or supplemented from time to time, the “Plan”)<sup>2</sup>; (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 notice because you are a shareholder of the Debtor and therefore **do not have the right to vote on the Plan** because you are not receiving anything under the Plan. Any and all your claims against “Released Parties,” including the directors and officers of the Debtor, and other creditors and third parties covered by the Defined Terms, will be released **unless** you complete the opt-out form on pages 5–6 of this notice.

The hearing at which the Court will consider Confirmation of the Plan (the “Confirmation Hearing”) will commence on **May 19, 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.

The deadline for filing objections to the Plan is **May 5, 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) 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** (c) be filed with the Court and served (via email or first-class mail) 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;"><b>Tricida, Inc.</b> 7000 Shoreline Court, Suite 201 South San Francisco, CA 94080 Attn: Bob McKague, Executive Vice President, General Counsel, &amp; Chief Compliance Officer Email: <a href="mailto:bmckague@tricida.com">bmckague@tricida.com</a></p>	<p style="text-align: center;"><b>Sidley Austin LLP</b> 787 Seventh Avenue New York, New York 10019 Attn: Geoff Levin and Sam Newman Email: <a href="mailto:glevin@sidley.com">glevin@sidley.com</a>, <a href="mailto:sam.newman@sidley.com">sam.newman@sidley.com</a></p> <p style="text-align: center;">- and -</p> <p style="text-align: center;"><b>Young Conaway Stargatt &amp; Taylor LLP</b> Rodney Square 1000 North King Street Wilmington, DE 19801 Attn: Sean Beach and Allison Mielke, Email: <a href="mailto:sbeach@ycst.com">sbeach@ycst.com</a>, <a href="mailto:amielke@ycst.com">amielke@ycst.com</a></p>

<sup>2</sup> Capitalized terms used herein and not otherwise defined has the meanings given to them in the *Third Amended Chapter 11 Plan of Liquidation for Tricida, Inc.* [Docket No. 306].

<b>United States Trustee</b>
<b>Office of The United States Trustee</b> 844 King Street, Suite 2207 Wilmington, Delaware 19801 Attn: Timothy J. Fox Jr. Timothy.Fox@usdoj.gov

If you would like to obtain a copy of the Disclosure Statement, the Plan, the Plan Supplement, or related documents, you should contact Kurtzman Carson Consultants, LLC (“KCC” or the “Balloting 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/> (the same information available on PACER is available free of charge on [kccllc.net/tricida](https://www.kccllc.net/tricida)).

## **II. Right to Opt-Out of Third Party Release**

On the Effective Date of the Plan, the release, injunction, and discharge provisions contained in Article IX of the Plan will become effective. These provisions are reproduced on pages 8-11 of this notice for ease of reference. **You may choose to opt-out of the third party release set forth in Article IX.B of the Plan** by completing and returning the two page document that follows (the “Opt-Out Release Form”) according to the instructions in this notice. If you do not complete the Opt-Out Release Form, **any and all your claims against “Released Parties,” including the directors and officers of the Debtor, will be released.**

**IF YOU WISH TO OPT-OUT OF THE THIRD PARTY RELEASE SET FORTH IN ARTICLE IX.B OF THE PLAN YOU MUST (1) COMPLETE THE TABLE BELOW FOR YOUR NOMINEE; AND (2) COMPLETE AND RETURN THE OPT-OUT RELEASE FORM TO YOUR NOMINEE BY THE DEADLINE GIVEN BY YOUR NOMINEE.**

<b>Name of Holder:</b> _____	<b>(Print or Type)</b>
<b>Social Security or Federal Tax Identification Number:</b> _____	
<b>Signature:</b> _____	
<b>Name of Signatory:</b> _____	<b>(If other than Holder)</b>
<b>Title:</b> _____	
<b>Address:</b> _____	
_____	
_____	
<b>Date Completed:</b> _____	

**THIS OPT-OUT RELEASE FORM MUST BE RETURNED TO YOUR NOMINEES WITH SUFFICIENT TIME TO ALLOW YOUR NOMINEE TO SEND IT TO THE DEBTOR’S BALLOTING AGENT SO THAT IT IS ACTUALLY RECEIVED ON OR BEFORE MAY 15, 2023 (THE “RELEASE OPT-OUT DEADLINE”). IF THE FORM FROM YOUR NOMINEE IS RECEIVED AFTER THE RELEASE OPT-OUT DEADLINE, IT WILL NOT BE COUNTED BY THE BALLOTING AGENT AND YOU WILL BE DEEMED TO HAVE CONSENTED TO THE THIRD PARTY RELEASE SET FORTH IN ARTICLE IX.B OF THE PLAN.**

*[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]*

**OPT-OUT RELEASE FORM**

**PLEASE COMPLETE THE FOLLOWING:**

**Item 1. Claim.** The undersigned certifies that the undersigned:

Holds a Class 8 – Interests in the Debtor

**Item 2. Opt-Out for Third Party Release**

By checking this box, the undersigned Holder identified in Item 1 above:

Elects **not** to grant the third party release contained in Article IX.B of the Plan.

- **If you do not wish to give the third party release provided in Article IX.B. of the Plan, you must check the Opt Out box above, and submit this ballot to your nominee by the deadline set forth by your nominee. Your nominee must then return the form so that it is received by the Release Opt-Out Deadline.**
- **If you do not check the Opt Out box above, you will be deemed to consent to giving the third party release provided in Article IX.B. of the Plan.**
- **Opting out of giving the third party release provided in Article IX.B. of the Plan shall not affect whether you receive any payment under the Plan. Holders of Claims and Interests in Class 8 will not receive any payment under the Plan.**

**PLEASE BE ADVISED THAT BY CHECKING THE BOX ABOVE YOU ELECT NOT TO GRANT THE THIRD PARTY RELEASE AGAINST THE “RELEASED PARTIES” AS THAT TERM IS DEFINED IN THE PLAN. YOU MUST AFFIRMATIVELY CHECK THE BOX ABOVE 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 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 DISCLOSURE STATEMENT ORDER BY MAY 5, 2023 AT 4:00 P.M. (ET).

**Item 3. Certifications**

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

- a. the undersigned is a Holder of Claims or Interests as set forth in Item 1;
- b. the undersigned has received the Notice to Shareholders Deemed to Reject the Plan of Right to Opt-Out of Third Party Release, and that this Opt-Out Release Form is submitted pursuant to the terms and conditions set forth therein;

- c. the undersigned has submitted the same election with respect to all of its Claims or Interests; and
- d. the undersigned has not submitted any other Opt-Out Release Form for its Claims or Interests, or if another form has been previously submitted, such form is revoked.

*[Remainder of page intentionally left blank.]*

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Name of Holder

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Signature

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Name of Signatory and Title

---

Name of Institution (if different than Holder)

---

Street Address

---

City, State, Zip Code

---

Telephone Number

---

Date Completed

### III. Definitions Applicable to the Release (“Defined Terms”)

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)**, and Section IX.D (Injunction).

<sup>3</sup> 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

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

**“Related Party” means each of, and in each case in its capacity as such, current and former directors, managers, officers, committee members, members of any governing body, equity holders (regardless of whether such interests are held directly or indirectly), affiliated investment funds or investment vehicles, managed accounts or funds, predecessors, participants, successors, assigns, subsidiaries, Affiliates, partners, limited partners, general partners, principals, members, management companies, fund advisors or managers, employees, agents, trustees, advisory board members, financial advisors, attorneys (including any other attorneys or professionals retained by any current or former director or manager in his or her capacity as director or manager of an Entity), accountants, investment bankers, consultants, representatives, and other professionals and advisors and any such Person’s or Entity’s respective heirs, executors, estates, and nominees.**

2. 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. Notwithstanding the foregoing, the definition of “Released Party” shall not be deemed to include any shareholder solely to the extent acting in such person’s capacity as a shareholder.**

3. 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 Consenting Noteholder Releasing Parties; (b) 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**

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<sup>3</sup> 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).



**Voting Deadline; (c) 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; (d) to the maximum extent permitted by Law; each current and former Affiliate of each Person or Entity in clauses (a) through (c); and (e) to the maximum extent permitted by Law, each Related Party of each Entity in clauses (a) through (c).**

4. Section IX.B of the Plan provides the following in regard to “Releases by 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; provided, however, that this provision shall not operate to waive or release any Claims or Causes of Action 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; provided further, however, that notwithstanding anything to the contrary in the Disclosure Statement and Plan, this provision shall not apply with respect to any unimpaired Claim until such unimpaired Claim has been paid in full in the Allowed amount of such Claim determined in accordance with applicable law, or on terms agreed to between the Holder of such Claim and the Debtor or the Liquidating Trustee, as applicable, at which time this provision shall apply in all respects as to the applicable unimpaired claim. 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, recovery on account of which, other than with respect to the Severance Payment Claim, will be limited to the extent of available insurance proceeds, if any, provided under the D&O Policies in accordance with the terms thereof and subject to the provisions and limitations of any such D&O Policies and applicable law).

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.”

5. 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 the Plan by the Debtor, the Liquidating Trustee, and their respective affiliates, employees, advisors, officers and directors, or agents.**

*[Remainder of Page Intentionally Left Blank]*

Dated: March 27, 2023  
Wilmington, Delaware

*/s/ Sean M. Beach*

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Respectfully submitted,

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*Attorneys for Debtor, Tricida, Inc.*

**EXHIBIT 5-B**

**Form of Notice & Opt-Out: Master Form**

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

In re:

Chapter 11

TRICIDA, INC.,<sup>1</sup>

Case No. 23-10024 (JTD)

Debtor.

**Hearing Date: May 19, 2023 at 10:00 a.m. (ET)**

**Obj. Deadline: May 5, 2023 at 4:00 p.m. (ET)**

**NOTICE AND MASTER OPT-OUT FORM FOR  
CLASS 8 – DEBTOR’S INTERESTS**

**PLEASE TAKE NOTICE** that on March 27, 2023, the United States Bankruptcy Court for the District of Delaware entered an order [Docket No. ●] (the “Solicitation Procedures Order”): (a) approving the *Fourth Amended Disclosure Statement for the Chapter 11 Plan of Liquidation for Tricida, Inc.* [Docket No. 318] (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 *Third Amended Chapter 11 Plan of Liquidation for Tricida, Inc.* [Docket No. 306] (as may be amended, modified, amended, or supplemented from time to time, the “Plan”)<sup>2</sup>; (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.

The hearing at which the Court will consider Confirmation of the Plan (the “Confirmation Hearing”) will commence on **May 19, 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.

You are receiving this notice and opt-out form (the “**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 name” on behalf of a Beneficial

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<sup>1</sup> 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.

<sup>2</sup> Capitalized terms used herein and not otherwise defined has the meanings given to them in the *Third Amended Chapter 11 Plan of Liquidation for Tricida, Inc.* [Docket No. 306].

Holder<sup>3</sup> of such Debtor's Interests as of March 24, 2023 (the "**Voting Record Date**"), or you are a Nominee's agent.

Pursuant to the terms of the Plan, shareholders 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 Notice and 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.**

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 MAY 15, 2023 (THE "OPT-OUT DEADLINE").**

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<sup>3</sup> 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):

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



<b>TOTAL</b>	
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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.

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

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@kccllc.com](mailto:TricidaBallots@kccllc.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 MAY 15, 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@kccllc.com](mailto:TricidaBallots@kccllc.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 Notice and 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 May 15, 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](mailto: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 MAY 15, 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 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; provided, however, that this provision shall not operate to waive or release any Claims or Causes of Action 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; provided further, however, that notwithstanding anything to the contrary in the Disclosure Statement and Plan, this provision shall not apply with respect to any unimpaired Claim until such unimpaired Claim has been paid in full in the Allowed amount of such Claim determined in accordance with applicable law, or on terms agreed to between the Holder of such Claim and the Debtor or the Liquidating Trustee, as applicable, at which time this provision shall apply in all respects as to the applicable unimpaired claim. 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, recovery on account of which, other than with respect to the Severance Payment Claim, will be limited to the extent of available insurance proceeds, if any, provided under the D&O Policies in accordance with the terms thereof and subject to the provisions and limitations of any such D&O Policies and applicable law).

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 the 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 the Plan and regardless of whether any such Holder is entitled to receive any distribution under the 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 1.A of the Plan defines “Exculpated Party” or “Exculpated Parties” as:

**“Exculpated Party” or “Exculpated Parties” means, in each case in its capacity as such, (a) the Debtor; (b) the Debtor’s directors and officers during the Chapter 11 Case; (c) each of the respective current professionals, advisors, accountants, attorneys, investment bankers, consultants, employees, agents, and other representatives of the Debtor; (d) the Retained Professionals; and (e) each of the Retained Professionals’ current professionals, advisors, accountants, attorneys, investment bankers, consultants, employees, agents, and other representatives.**

2. Section 1.A of the Plan defines “Related Party” as:

**“Related Party” means each of, and in each case in its capacity as such, current and former directors, managers, officers, committee members, members of any governing body, equity holders (regardless of whether such interests are held directly or indirectly), affiliated investment funds or investment vehicles, managed accounts or funds, predecessors, participants, successors, assigns, subsidiaries, Affiliates, partners, limited partners, general partners, principals, members, management**



companies, fund advisors or managers, employees, agents, trustees, advisory board members, financial advisors, attorneys (including any other attorneys or professionals retained by any current or former director or manager in his or her capacity as director or manager of an Entity), accountants, investment bankers, consultants, representatives, and other professionals and advisors and any such Person's or Entity's respective heirs, executors, estates, and nominees.

3. 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. Notwithstanding the foregoing, the definition of "Released Party" shall not be deemed to include any shareholder solely to the extent acting in such person's capacity as a shareholder.

4. 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 Consenting Noteholder Releasing Parties; (b) all Holders of Claims deemed hereunder to have accepted the Plan that have not filed an objection to the release contained in Article IX of the Plan prior to the Voting Deadline; (c) 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 of the Plan prior to the Voting Deadline; (d) to the maximum extent permitted by Law; each current and former Affiliate of each Person or Entity in clauses (a) through (c); and (e) to the maximum extent permitted by Law, each Related Party of each Entity in clauses (a) through (c).

Dated: March 27, 2023  
Wilmington, Delaware

Respectfully submitted,

*/s/ Sean M. Beach*

---

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*Attorneys for Debtor, Tricida, Inc.*

**Exhibit 5-C**

**Form of Notice & Opt-Out to Registered Shareholders**

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

In re:

TRICIDA, INC.,<sup>1</sup>

Debtor.

Chapter 11

Case No. 23-10024 (JTD)

Hearing Date: May 19, 2023 at 10:00 a.m. (ET)

Obj. Deadline: May 5, 2023 at 4:00 p.m. (ET)

**NOTICE TO SHAREHOLDERS  
OF RIGHT TO OPT-OUT OF THIRD PARTY RELEASE**

**You are receiving this notice because you are a shareholder of Tricida, Inc. (the “Company” or “Debtor”).**

**You will not receive any payment on account of your shares in the bankruptcy case, and your shares will be cancelled.**

**The Debtor is seeking court approval for a plan of liquidation and disclosure statement filed as part of its bankruptcy proceeding.**

**Under the plan of liquidation, shareholders will not be entitled to any payment from the Debtor on account of their Tricida shares and do not get to vote on the plan of liquidation because shareholders are deemed to reject the plan of liquidation.**

**However, as part of the plan of liquidation, unless shareholders, take additional action as described here, and affirmatively opt-out, shareholders will be deemed to release claims they may have against the Debtor, its officers and directors, and certain creditors and other third parties.**

**You have the right to opt-out, to avoid releasing any claims, against these third-parties, the Debtor, and its officers and directors by completing the opt-out form on pages 5–6 of this notice. The applicable definitions of released and releasing parties are also attached to this notice for your convenience of review. These Defined Terms control the scope of the Release provisions.**

**I. Notice of Disclosure Statement, Plan, and Confirmation Hearing**

On March 27, 2023, the United States Bankruptcy Court for the District of Delaware entered an order [Docket No. ●] (the “Solicitation Procedures Order”): (a) approving the *Fourth*

<sup>1</sup> 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.

*Amended Disclosure Statement for the Chapter 11 Plan of Liquidation for Tricida, Inc.* [Docket No. 318] (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 *Third Amended Chapter 11 Plan of Liquidation for Tricida, Inc.* [Docket No. 306] (as may be amended, modified, amended, or supplemented from time to time, the “Plan”)<sup>2</sup>; (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 notice because you are a shareholder of the Debtor and therefore **do not have the right to vote on the Plan** because you are not receiving anything under the Plan. Any and all your claims against “Released Parties,” including the directors and officers of the Debtor, and other creditors and third parties covered by the Defined Terms, will be released **unless** you complete the opt-out form on pages 5–6 of this notice.

The hearing at which the Court will consider Confirmation of the Plan (the “Confirmation Hearing”) will commence on **May 19, 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.

The deadline for filing objections to the Plan is **May 5, 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) 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** (c) be filed with the Court and served (via email or first-class mail) upon the following parties so as to be **actually received** on or before the Plan Objection Deadline:

---

<sup>2</sup> Capitalized terms used herein and not otherwise defined has the meanings given to them in the *Third Amended Chapter 11 Plan of Liquidation for Tricida, Inc.* [Docket No. 306].

Debtor	Counsel to the Debtor
<p style="text-align: center;"><b>Tricida, Inc.</b></p> <p style="text-align: center;">7000 Shoreline Court, Suite 201 South San Francisco, CA 94080 Attn: Bob McKague, Executive Vice President, General Counsel, &amp; Chief Compliance Officer Email: bmckague@tricida.com</p>	<p style="text-align: center;"><b>Sidley Austin LLP</b> 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;"><b>Young Conaway Stargatt &amp; Taylor LLP</b> Rodney Square 1000 North King Street Wilmington, DE 19801 Attn: Sean Beach and Allison Mielke, Email: sbeach@ycst.com, amielke@ycst.com</p>
<b>United States Trustee</b>	
<p><b>Office of The United States Trustee</b> 844 King Street, Suite 2207 Wilmington, Delaware 19801 Attn: Timothy J. Fox Jr. Timothy.Fox@usdoj.gov</p>	

If you would like to obtain a copy of the Disclosure Statement, the Plan, the Plan Supplement, or related documents, you should contact Kurtzman Carson Consultants, LLC (“KCC” or the “Balloting 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/> (the same information available on PACER is available free of charge on [kccllc.net/tricida](https://www.kccllc.net/tricida)).

## II. Right to Opt-Out of Third Party Release

On the Effective Date of the Plan, the release, injunction, and discharge provisions contained in Article IX of the Plan will become effective. These provisions are reproduced on pages 8-11 of this notice for ease of reference. **You may choose to opt-out of the third party release set forth in Article IX.B of the Plan** by completing and returning the two page document that follows (the “Opt-Out Release Form”) according to the instructions in this notice. If you do not complete the Opt-Out Release Form, **any and all your claims against “Released Parties,” including the directors and officers of the Debtor, will be released.**

**IF YOU WISH TO OPT-OUT OF THE THIRD PARTY RELEASE SET FORTH IN ARTICLE IX.B OF THE PLAN COMPLETE AND RETURN THE OPT-OUT RELEASE FORM ACCORDING TO EITHER SECTION (1) OR (2) BELOW:**

(1) Please complete, sign, and date this Opt-Out Release Form and return it to KCC by first class mail, overnight or hand delivery to:

<b><u>If by First Class Mail:</u></b>	<b><u>If by Overnight Courier or Hand Delivery:</u></b>
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

- OR -

(2) Submit your opt-out release form via KCC’s online portal at <https://eballot.kccllc.net/tricida>. Click on the “submit e-ballot” section of the website and follow the instructions to submit your opt-out release form.

**IMPORTANT NOTE:** You will need the following information to retrieve and submit our customized electronic Opt-Out Release Form:

Unique e-Ballot ID#: \_\_\_\_\_

PIN#: \_\_\_\_\_

**The Balloting Agent’s online portal is the only manner in which Opt-Out Release Forms will be accepted via electronic or online transmission. Opt-Out Release Forms submitted by facsimile, email, or other means of electronic transmission will not be counted.**

Each E-Ballot ID# and pin is to be used solely for opting out of the Third Party Release on account of the your equity interests. Please complete and submit an electronic Opt-Out Release Form for each E-Ballot ID# you receive, as applicable.

Holders of Claims who cast an Opt-Out Release Form using the Balloting Agent’s online portal should NOT also submit a paper Opt-Out Release Form.

**THIS OPT-OUT RELEASE FORM MUST BE ACTUALLY RECEIVED BY THE BALLOTING AGENT AT OR BEFORE MAY 15, 2023 (THE “RELEASE OPT-OUT DEADLINE”). IF THIS OPT-OUT RELEASE FORM IS RECEIVED AFTER THE RELEASE OPT-OUT DEADLINE, IT WILL NOT BE COUNTED BY THE BALLOTING AGENT AND YOU WILL BE DEEMED TO HAVE CONSENTED TO THE THIRD PARTY RELEASE SET FORTH IN ARTICLE IX.B OF THE PLAN.**

*[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]*

**OPT-OUT RELEASE FORM**

**PLEASE COMPLETE THE FOLLOWING:**

**Item 1. Claim.** The undersigned certifies that the undersigned:

Holds a Class 8 – Interests in the Debtor

**Item 2. Opt-Out for Third Party Release**

By checking this box, the undersigned Holder identified in Item 1 above:

Elects **not** to grant the third party release contained in Article IX.B of the Plan.

- **If you do not wish to give the third party release provided in Article IX.B. of the Plan, you must check the Opt Out box above, and submit this ballot to KCC so it is received by the Release Opt-Out Deadline.**
- **If you do not check the Opt Out box above, you will be deemed to consent to giving the third party release provided in Article IX.B. of the Plan.**
- **Opting out of giving the third party release provided in Article IX.B. of the Plan shall not affect whether you receive any payment under the Plan. Holders of Claims and Interests in Class 8 will not receive any payment under the Plan.**

**PLEASE BE ADVISED THAT BY CHECKING THE BOX ABOVE YOU ELECT NOT TO GRANT THE THIRD PARTY RELEASE AGAINST THE “RELEASED PARTIES” AS THAT TERM IS DEFINED IN THE PLAN. YOU MUST AFFIRMATIVELY CHECK THE BOX ABOVE 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 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 DISCLOSURE STATEMENT ORDER BY MAY 5, 2023 AT 4:00 P.M. (ET).

**Item 3. Certifications**

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

- a. the undersigned is a Holder of Claims or Interests as set forth in Item 1;
- b. the undersigned has received the Notice to Shareholders Deemed to Reject the Plan of Right to Opt-Out of Third Party Release, and that this Opt-Out Release Form is submitted pursuant to the terms and conditions set forth therein;
- c. the undersigned has submitted the same election with respect to all of its Claims or Interests; and



- d. the undersigned has not submitted any other Opt-Out Release Form for its Claims or Interests, or if another form has been previously submitted, such form is revoked.

*[Remainder of page intentionally left blank.]*

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Name of Holder

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Signature

---

Name of Signatory and Title

---

Name of Institution (if different than Holder)

---

Street Address

---

City, State, Zip Code

---

Telephone Number

---

Date Completed

### III. Definitions Applicable to the Release (“Defined Terms”)

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)**, and Section IX.D (Injunction).<sup>1</sup> 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 “Related Party” as:

**“Related Party” means each of, and in each case in its capacity as such, current and former directors, managers, officers, committee members, members of any governing body, equity holders (regardless of whether such interests are held directly or indirectly), affiliated investment funds or investment vehicles, managed accounts or funds, predecessors, participants, successors, assigns, subsidiaries, Affiliates, partners, limited partners, general partners, principals, members, management companies, fund advisors or managers, employees, agents, trustees, advisory board members, financial advisors, attorneys (including any other attorneys or professionals retained by any current or former director or manager in his or her capacity as director or manager of an Entity), accountants, investment bankers, consultants, representatives, and other professionals and advisors and any such Person’s or Entity’s respective heirs, executors, estates, and nominees.**

- (b) 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. Notwithstanding the foregoing, the definition of “Released Party” shall not be deemed to include any shareholder solely to the extent acting in such person’s capacity as a shareholder.**

- (c) 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 Consenting Noteholder Releasing Parties; (b) 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; (c) 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**

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<sup>1</sup> 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).

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; (d) to the maximum extent permitted by Law; each current and former Affiliate of each Person or Entity in clauses (a) through (c); and (e) to the maximum extent permitted by Law, each Related Party of each Entity in clauses (a) through (c).

- (d) Section IX.B of the Plan provides the following in regard to “Releases by 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; provided, however, that this provision shall not operate to waive or release any Claims or Causes of Action 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; provided further, however, that notwithstanding anything to the contrary in the Disclosure Statement and Plan, this provision shall not apply with respect to any unimpaired Claim until such unimpaired Claim has been paid in full in the Allowed amount of such Claim determined in accordance with applicable law, or on terms agreed to between the Holder of such Claim and the Debtor or the Liquidating Trustee, as applicable, at which time this provision shall apply in all respects as to the applicable unimpaired claim. 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, recovery on account of which, other than with respect to the Severance Payment Claim, will be limited to the extent of available insurance proceeds, if any, provided under the D&O Policies in accordance with the terms thereof and subject to the provisions and limitations of any such D&O Policies and applicable law).

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.”

- (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 the Plan by the Debtor, the Liquidating Trustee, and their respective affiliates, employees, advisors, officers and directors, or agents.**

*[Remainder of Page Intentionally Left Blank]*

Dated: March 27, 2023  
Wilmington, Delaware

*/s/ Sean M. Beach*

---

**YOUNG CONAWAY STARGATT &  
TAYLOR, LLP**

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Allison S. Mielke (No. 5934)  
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Respectfully submitted,

**SIDLEY AUSTIN LLP**

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Email: msabino@sidley.com

*Attorneys for Debtor, Tricida, Inc.*

**Exhibit 5-D**

**Form of Notice & Opt-Out to Class 7 Claims**



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

In re:

TRICIDA, INC.,<sup>1</sup>

Debtor.

Chapter 11

Case No. 23-10024 (JTD)

Hearing Date: May 19, 2023 at 10:00 a.m. (ET)

Obj. Deadline: May 5, 2023 at 4:00 p.m. (ET)

**NOTICE TO SHAREHOLDERS  
OF RIGHT TO OPT-OUT OF THIRD PARTY RELEASE**

**You are receiving this notice because you are a shareholder of Tricida, Inc. (the “Company” or “Debtor”).**

**You will not receive any payment on account of your shares in the bankruptcy case, and your shares will be cancelled.**

**The Debtor is seeking court approval for a plan of liquidation and disclosure statement filed as part of its bankruptcy proceeding.**

**Under the plan of liquidation, shareholders will not be entitled to any payment from the Debtor on account of their Tricida shares and do not get to vote on the plan of liquidation because shareholders are deemed to reject the plan of liquidation.**

**However, as part of the plan of liquidation, unless shareholders, take additional action as described here, and affirmatively opt-out, shareholders will be deemed to release claims they may have against the Debtor, its officers and directors, and certain creditors and other third parties.**

**You have the right to opt-out, to avoid releasing any claims, against these third-parties, the Debtor, and its officers and directors by completing the opt-out form on pages 5–6 of this notice. The applicable definitions of released and releasing parties are also attached to this notice for your convenience of review. These Defined Terms control the scope of the Release provisions.**

**I. Notice of Disclosure Statement, Plan, and Confirmation Hearing**

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<sup>1</sup> 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.

*Amended Disclosure Statement for the Chapter 11 Plan of Liquidation for Tricida, Inc.* [Docket No. 318] (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 *Third Amended Chapter 11 Plan of Liquidation for Tricida, Inc.* [Docket No. 306] (as may be amended, modified, amended, or supplemented from time to time, the “Plan”)<sup>2</sup>; (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 notice because you are a shareholder of the Debtor and therefore **do not have the right to vote on the Plan** because you are not receiving anything under the Plan. Any and all your claims against “Released Parties,” including the directors and officers of the Debtor, and other creditors and third parties covered by the Defined Terms, will be released **unless** you complete the opt-out form on pages 5–6 of this notice.

The hearing at which the Court will consider Confirmation of the Plan (the “Confirmation Hearing”) will commence on **May 19, 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.

The deadline for filing objections to the Plan is **May 5, 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) 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** (c) be filed with the Court and served (via email or first-class mail) upon the following parties so as to be **actually received** on or before the Plan Objection Deadline:

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<sup>2</sup> Capitalized terms used herein and not otherwise defined has the meanings given to them in the *Third Amended Chapter 11 Plan of Liquidation for Tricida, Inc.* [Docket No. 306].

Debtor	Counsel to the Debtor
<p style="text-align: center;"><b>Tricida, Inc.</b></p> <p style="text-align: center;">7000 Shoreline Court, Suite 201 South San Francisco, CA 94080 Attn: Bob McKague, Executive Vice President, General Counsel, &amp; Chief Compliance Officer Email: bmckague@tricida.com</p>	<p style="text-align: center;"><b>Sidley Austin LLP</b> 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;"><b>Young Conaway Stargatt &amp; Taylor LLP</b> Rodney Square 1000 North King Street Wilmington, DE 19801 Attn: Sean Beach and Allison Mielke, Email: sbeach@ycst.com, amielke@ycst.com</p>
<b>United States Trustee</b>	
<p><b>Office of The United States Trustee</b> 844 King Street, Suite 2207 Wilmington, Delaware 19801 Attn: Timothy J. Fox Jr. Timothy.Fox@usdoj.gov</p>	

If you would like to obtain a copy of the Disclosure Statement, the Plan, the Plan Supplement, or related documents, you should contact Kurtzman Carson Consultants, LLC (“KCC” or the “Balloting 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/> (the same information available on PACER is available free of charge on [kccllc.net/tricida](https://www.kccllc.net/tricida)).

## II. Right to Opt-Out of Third Party Release

On the Effective Date of the Plan, the release, injunction, and discharge provisions contained in Article IX of the Plan will become effective. These provisions are reproduced on pages 8-11 of this notice for ease of reference. **You may choose to opt-out of the third party release set forth in Article IX.B of the Plan** by completing and returning the two page document that follows (the “Opt-Out Release Form”) according to the instructions in this notice. If you do not complete the Opt-Out Release Form, **any and all your claims against “Released Parties,” including the directors and officers of the Debtor, will be released.**

**IF YOU WISH TO OPT-OUT OF THE THIRD PARTY RELEASE SET FORTH IN ARTICLE IX.B OF THE PLAN COMPLETE AND RETURN THE OPT-OUT RELEASE FORM ACCORDING TO EITHER SECTION (1) OR (2) BELOW:**

(1) Please complete, sign, and date this Opt-Out Release Form and return it to KCC by first class mail, overnight or hand delivery to:

<b><u>If by First Class Mail:</u></b>	<b><u>If by Overnight Courier or Hand Delivery:</u></b>
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

- OR -

(2) Submit your opt-out release form via KCC’s online portal at <https://eballot.kccllc.net/tricida>. Click on the “submit e-ballot” section of the website and follow the instructions to submit your opt-out release form.

**IMPORTANT NOTE:** You will need the following information to retrieve and submit our customized electronic Opt-Out Release Form:

Unique e-Ballot ID#: \_\_\_\_\_

PIN#: \_\_\_\_\_

**The Balloting Agent’s online portal is the only manner in which Opt-Out Release Forms will be accepted via electronic or online transmission. Opt-Out Release Forms submitted by facsimile, email, or other means of electronic transmission will not be counted.**

Each E-Ballot ID# and pin is to be used solely for opting out of the Third Party Release on account of the your equity interests. Please complete and submit an electronic Opt-Out Release Form for each E-Ballot ID# you receive, as applicable.

Holders of Claims who cast an Opt-Out Release Form using the Balloting Agent’s online portal should NOT also submit a paper Opt-Out Release Form.

**THIS OPT-OUT RELEASE FORM MUST BE ACTUALLY RECEIVED BY THE BALLOTING AGENT AT OR BEFORE MAY 15, 2023 (THE “RELEASE OPT-OUT DEADLINE”). IF THIS OPT-OUT RELEASE FORM IS RECEIVED AFTER THE RELEASE OPT-OUT DEADLINE, IT WILL NOT BE COUNTED BY THE BALLOTING AGENT AND YOU WILL BE DEEMED TO HAVE CONSENTED TO THE THIRD PARTY RELEASE SET FORTH IN ARTICLE IX.B OF THE PLAN.**

*[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]*

**OPT-OUT RELEASE FORM**

**PLEASE COMPLETE THE FOLLOWING:**

**Item 1. Claim.** The undersigned certifies that the undersigned:

- Holds a Class 7 – Section 510(b) Claims against the Debtor

**Item 2. Opt-Out for Third Party Release**

By checking this box, the undersigned Holder identified in Item 1 above:

- Elects **not** to grant the third party release contained in Article IX.B of the Plan.
- **If you do not wish to give the third party release provided in Article IX.B. of the Plan, you must check the Opt Out box above, and submit this ballot to KCC so it is received by the Release Opt-Out Deadline.**
  - **If you do not check the Opt Out box above, you will be deemed to consent to giving the third party release provided in Article IX.B. of the Plan.**
  - **Opting out of giving the third party release provided in Article IX.B. of the Plan shall not affect whether you receive any payment under the Plan. Holders of Claims and Interests in Class 7 will not receive any payment under the Plan.**

**PLEASE BE ADVISED THAT BY CHECKING THE BOX ABOVE YOU ELECT NOT TO GRANT THE THIRD PARTY RELEASE AGAINST THE “RELEASED PARTIES” AS THAT TERM IS DEFINED IN THE PLAN. YOU MUST AFFIRMATIVELY CHECK THE BOX ABOVE 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 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 DISCLOSURE STATEMENT ORDER BY MAY 5, 2023 AT 4:00 P.M. (ET).

**Item 3. Certifications**

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

- a. the undersigned is a Holder of Claims or Interests as set forth in Item 1;
- b. the undersigned has received the Notice to Shareholders Deemed to Reject the Plan of Right to Opt-Out of Third Party Release, and that this Opt-Out Release Form is submitted pursuant to the terms and conditions set forth therein;
- c. the undersigned has submitted the same election with respect to all of its Claims or Interests; and

- d. the undersigned has not submitted any other Opt-Out Release Form for its Claims or Interests, or if another form has been previously submitted, such form is revoked.

*[Remainder of page intentionally left blank.]*

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Name of Holder

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Signature

---

Name of Signatory and Title

---

Name of Institution (if different than Holder)

---

Street Address

---

City, State, Zip Code

---

Telephone Number

---

Date Completed

### III. Definitions Applicable to the Release (“Defined Terms”)

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)**, and Section IX.D (Injunction).<sup>1</sup> 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 “Related Party” as:

**“Related Party” means each of, and in each case in its capacity as such, current and former directors, managers, officers, committee members, members of any governing body, equity holders (regardless of whether such interests are held directly or indirectly), affiliated investment funds or investment vehicles, managed accounts or funds, predecessors, participants, successors, assigns, subsidiaries, Affiliates, partners, limited partners, general partners, principals, members, management companies, fund advisors or managers, employees, agents, trustees, advisory board members, financial advisors, attorneys (including any other attorneys or professionals retained by any current or former director or manager in his or her capacity as director or manager of an Entity), accountants, investment bankers, consultants, representatives, and other professionals and advisors and any such Person’s or Entity’s respective heirs, executors, estates, and nominees.**

- (b) 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. Notwithstanding the foregoing, the definition of “Released Party” shall not be deemed to include any shareholder solely to the extent acting in such person’s capacity as a shareholder.**

- (c) 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 Consenting Noteholder Releasing Parties; (b) 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; (c) 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**

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<sup>1</sup> 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).



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; (d) to the maximum extent permitted by Law; each current and former Affiliate of each Person or Entity in clauses (a) through (c); and (e) to the maximum extent permitted by Law, each Related Party of each Entity in clauses (a) through (c).

- (d) Section IX.B of the Plan provides the following in regard to “Releases by 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; provided, however, that this provision shall not operate to waive or release any Claims or Causes of Action 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; provided further, however, that notwithstanding anything to the contrary in the Disclosure Statement and Plan, this provision shall not apply with respect to any unimpaired Claim until such unimpaired Claim has been paid in full in the Allowed amount of such Claim determined in accordance with applicable law, or on terms agreed to between the Holder of such Claim and the Debtor or the Liquidating Trustee, as applicable, at which time this provision shall apply in all respects as to the applicable unimpaired claim. 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, recovery on account of which, other than with respect to the Severance Payment Claim, will be limited to the extent of available insurance proceeds, if any, provided under the D&O Policies in accordance with the terms thereof and subject to the provisions and limitations of any such D&O Policies and applicable law).

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.”

- (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 the Plan by the Debtor, the Liquidating Trustee, and their respective affiliates, employees, advisors, officers and directors, or agents.**

*[Remainder of Page Intentionally Left Blank]*

Dated: March 27, 2023  
Wilmington, Delaware

*/s/ Sean M. Beach*

---

**YOUNG CONAWAY STARGATT &  
TAYLOR, LLP**

Sean M. Beach (No. 4070)  
Allison S. Mielke (No. 5934)  
Andrew A. Mark (No. 6861)  
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Respectfully submitted,

**SIDLEY AUSTIN LLP**

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*Attorneys for Debtor, Tricida, Inc.*

**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”)<sup>1</sup> 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 *Third Amended Chapter 11 Plan of Liquidation for Tricida, Inc.* [Docket No. 306] (as modified, amended, or supplemented from time to time, the “Plan”).<sup>2</sup> On March 27, 2023, the Court entered an order [Docket No. •] (the “Solicitation Procedures Order”): (a) approving the *Fourth Amended Disclosure Statement for the Chapter 11 Plan of Liquidation for Tricida, Inc.* [Docket No. 318] (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:

<sup>1</sup> 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.

<sup>2</sup> 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. 74].

# 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 MAY 5, 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](mailto: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 7**

**Solicitation and Voting Procedures**

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

In re:

TRICIDA, INC.,<sup>1</sup>

Debtor.

Chapter 11

Case No. 23-10024 (JTD)

Hearing Date: May 19, 2023 at 10:00 a.m. (ET)

Obj. Deadline: May 5, 2023 at 4:00 p.m. (ET)

**SOLICITATION AND VOTING PROCEDURES FOR TRICIDA, INC.**

**YOUNG CONAWAY  
STARGATT & TAYLOR, LLP**

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<sup>1</sup> 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 March 27, 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 *Fourth Amended 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 *Third Amended 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.<sup>2</sup>

#### **A. The Voting Record Date**

The Debtors will use March 24, 2023, as the voting record date (the “Voting Record Date”) for purposes of determining which Holders of Filed or scheduled Claims in Classes 3, 4, 5 and 6 are entitled to receive a Solicitation Package.

#### **B. The Voting Deadline**

The Court has established May 5, 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, Suite 300 El Segundo, CA 90245; or (2) if by the online E-Ballot Portal,

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<sup>2</sup> 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.

<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 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 contain the Release Opt-Out.

Certain Holders of Claims or interests that are 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 **Exhibits 5-A, 5-B, 5-C, and 5-D** 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 contain 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 May 5, 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 May 5, 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.