Fill in this information to identify the case:	
Debtor 1	Achaogen, Inc
Debtor 2 (Spouse, if filing)	
United States Bankruptcy Court for the:	District of Delaware
Case number	19-10844

Official Form 410

Proof of Claim

04/19

Read the instructions before filling out this form. This form is for making a claim for payment in a bankruptcy case. Do not use this form to make a request for payment of an administrative expense. Make such a request according to 11 U.S.C. § 503.

Filers must leave out or redact information that is entitled to privacy on this form or on any attached documents. Attach redacted copies of any documents that support the claim, such as promissory notes, purchase orders, invoices, itemized statements of running accounts, contracts, judgments, mortgages, and security agreements. **Do not send original documents;** they may be destroyed after scanning. If the documents are not available, explain in an attachment.

A person who files a fraudulent claim could be fined up to $500,000, imprisoned for up to 5 years, or both. 18 U.S.C. §§ 152, 157, and 3571.

Fill in all the information about the claim as of the date the case was filed. That date is on the notice of bankruptcy (Form 309) that you received.

Part 1: Identify the Claim

1. **Who is the current creditor?**
   Benjamin O. Willis
   Name of the current creditor (the person or entity to be paid for this claim)
   Other names the creditor used with the debtor

2. **Has this claim been acquired from someone else?**
   ☑ No
   ☐ Yes. From whom?

3. **Where should notices and payments to the creditor be sent?**
   Federal Rule of Bankruptcy Procedure (FRBP) 2002(g)

   Where should notices to the creditor be sent?
   Benjamin Willis
   Name
   153 Bridge Drive
   Number Street
   Birmingham AL 35242
   City State ZIP Code
   Contact phone 205-266-0943
   Contact email bwillis1034@gmail.com

   Where should payments to the creditor be sent? (if different)
   Name
   Number Street
   City State ZIP Code
   Contact phone
   Contact email

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   APR 30 2019
   KURTZMAN CARSON CONSULTANTS

   Uniform claim identifier for electronic payments in chapter 13 (if you use one):

4. **Does this claim amend one already filed?**
   ☑ No
   ☐ Yes. Claim number on court claims registry (if known) _____ Filed on ____ / ____ / ____ (MM / DD / YYYY)

5. **Do you know if anyone else has filed a proof of claim for this claim?**
   ☑ No
   ☐ Yes. Who made the earlier filing?

1910844190430000000000002

Part 2: Give Information About the Claim as of the Date the Case Was Filed

6. **Do you have any number you use to identify the debtor?**
   - ☑ No
   - ☐ Yes. Last 4 digits of the debtor's account or any number you use to identify the debtor: ____ ____ ____ ____

7. **How much is the claim?** $ 116,250. **Does this amount include interest or other charges?**
   - ☑ No
   - ☐ Yes. Attach statement itemizing interest, fees, expenses, or other charges required by Bankruptcy Rule 3001(c)(2)(A).

8. **What is the basis of the claim?**
   Examples: Goods sold, money loaned, lease, services performed, personal injury or wrongful death, or credit card.
   Attach redacted copies of any documents supporting the claim required by Bankruptcy Rule 3001(c).
   Limit disclosing information that is entitled to privacy, such as health care information.
   Severance,Section IV, parts B/C-9 month pay after change of contro

9. **Is all or part of the claim secured?**
   - ☑ No
   - ☐ Yes. The claim is secured by a lien on property.

   Nature of property:
   - ☐ Real estate. If the claim is secured by the debtor's principal residence, file a *Mortgage Proof of Claim Attachment* (Official Form 410-A) with this *Proof of Claim.*
   - ☐ Motor vehicle
   - ☐ Other. Describe: _____

   Basis for perfection: _____
   Attach redacted copies of documents, if any, that show evidence of perfection of a security interest (for example, a mortgage, lien, certificate of title, financing statement, or other document that shows the lien has been filed or recorded.)

   Value of property: $_____
   Amount of the claim that is secured: $_____
   Amount of the claim that is unsecured: $_____ (The sum of the secured and unsecured amounts should match the amount in line 7.)

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   Amount necessary to cure any default as of the date of the petition: $_____

   Annual Interest Rate (when case was filed)_____%
   - ☐ Fixed
   - ☐ Variable

10. **Is this claim based on a lease?**
    - ☑ No
    - ☐ Yes. **Amount necessary to cure any default as of the date of the petition.** $_____

11. **Is this claim subject to a right of setoff?**
    - ☑ No
    - ☐ Yes. Identify the property: _____

12. **Is all or part of the claim entitled to priority under 11 U.S.C. § 507(a)?**

A claim may be partly priority and partly nonpriority. For example, in some categories, the law limits the amount entitled to priority.

☑ No

☐ Yes. *Check one:*

	Amount entitled to priority
☐ Domestic support obligations (including alimony and child support) under 11 U.S.C. § 507(a)(1)(A) or (a)(1)(B).	$_____
☐ Up to $3,025* of deposits toward purchase, lease, or rental of property or services for personal, family, or household use. 11 U.S.C. § 507(a)(7).	$_____
☐ Wages, salaries, or commissions (up to $13,650*) earned within 180 days before the bankruptcy petition is filed or the debtor's business ends, whichever is earlier. 11 U.S.C. § 507(a)(4).	$_____
☐ Taxes or penalties owed to governmental units. 11 U.S.C. § 507(a)(8).	$_____
☐ Contributions to an employee benefit plan. 11 U.S.C. § 507(a)(5).	$_____
☐ Other. Specify subsection of 11 U.S.C. § 507(a)(__) that applies.	$_____

* Amounts are subject to adjustment on 4/01/22 and every 3 years after that for cases begun on or after the date of adjustment.

Part 3: Sign Below

The person completing this proof of claim must sign and date it. FRBP 9011(b).

If you file this claim electronically, FRBP 5005(a)(2) authorizes courts to establish local rules specifying what a signature is.

A person who files a fraudulent claim could be fined up to $500,000, imprisoned for up to 5 years, or both. 18 U.S.C. §§ 152, 157, and 3571.

Check the appropriate box:

☑ I am the creditor.

☐ I am the creditor's attorney or authorized agent.

☐ I am the trustee, or the debtor, or their authorized agent. Bankruptcy Rule 3004.

☐ I am a guarantor, surety, endorser, or other codebtor. Bankruptcy Rule 3005.

I understand that an authorized signature on this *Proof of Claim* serves as an acknowledgment that when calculating the amount of the claim, the creditor gave the debtor credit for any payments received toward the debt.

I have examined the information in this *Proof of Claim* and have a reasonable belief that the information is true and correct.

I declare under penalty of perjury that the foregoing is true and correct.

Executed on date 04/26/19
MM / DD / YYYY



Signature

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APR 30 2019
KURTZMANCARSONCONSULTANTS

Print the name of the person who is completing and signing this claim:

Name: Benjamin (First name) Orland (Middle name) Willis (Last name)

Title: Hospital Account Manager

Company: Achaogen, Inc
Identify the corporate servicer as the company if the authorized agent is a servicer.

Address: 153 Bridge Drive
Number Street

Birmingham (City) AL (State) 35242 (ZIP Code)

Contact phone: 205-266-0943 Email: bwillis1034@gmail.com

April 26, 2019

To Achaogen Claims Processing Center,

My name is Ben Willis, and I was a Hospital Account Manager with Achaogen from May of 2018, until April 1, 2019. I am filing a claim in the Achaogen Chapter 11 bankruptcy. On December 10, 2018, I signed an agreement with Achaogen, that if there were a change of control of Achaogen, up to 3 months after termination of my employment, I would be entitled to 9 months of severance. This is clear in Section IV, parts B and C of the Serverance agreement. I have attached the claim form, the afore mentioned severance agreement, and my original offer letter, that states my salary with Achaogen. Please feel free to reach out with any questions.

Ben Willis
205-266-0943
bwillis1034@gmail.com

DocuSign Envelope ID: 327370BB-4865-4005-9512-0A220D73C6D5

ACHAOGEN
1 Tower Place, Suite 300
South San Francisco, CA 94080
(650) 800-3636
www.achaogen.com

March 21, 2018

Ben Willis
153 Bridge Drive
Birmingham, AL 35242

Dear Ben:

I am pleased to offer you a position with Achaogen, Inc. (the "***Company***"), as a Hospital Account Manager, reporting directly to me. Your position with the Company pursuant to the terms and conditions of this letter will commence no later than May 29, 2018. You will have duties and responsibilities, consistent with your position within the Company, as will reasonably be assigned to you by me. You agree to perform your duties faithfully and to the best of your abilities and to devote your full business efforts and time to the Company. Furthermore, while employed by the Company, you agree to not actively engage in any other employment, occupation or consulting activity for any direct or indirect remuneration without prior approval of the CEO.

Your job offer is contingent upon clearance of a background check, including a motor vehicle records check, and upon our receipt of satisfactory results of a drug screening test. Due to the nature of your position, you will be required to pass additional background checks and drug screening tests from time to time as a condition of continuing employment.

Base Salary. While employed by the Company, you will receive as compensation for your services a base salary at the annualized rate of US $155,000. Your salary will be paid periodically in accordance with the Company's normal payroll practices and will be subject to standard payroll deductions and required withholding. Normal business hours are from 8 a.m. to 5 p.m., Monday through Friday. As an exempt salaried employee, you will be expected to work additional hours as required by the nature of your work assignments, but you will not be entitled to overtime compensation.

Quarterly Sales Incentive Compensation Bonus. In addition to your base salary, you will be eligible to participate in the Company's Quarterly Sales Incentive Compensation Program with an estimated annual average payout of $55,000 (pro-rated from your start date) based upon your performance. The annual sum of your quarterly bonus payouts may be lower or higher than $55,000 based on your achievement of your individual performance milestones as determined by the Company in its sole discretion. Incentive compensation bonuses are not guaranteed, and the terms of the Quarterly Sales Incentive Compensation Program may change at any time. You must be employed at the time of payment to be eligible to receive any bonus. Bonuses are paid out following the conclusion of a fiscal quarter and the quarterly sales reconciliation process and are subject to standard payroll deductions and required withholding.

Training Bonus. In addition to your base salary, you will also be eligible to receive a one-time training bonus up to $9,520 covering the nine-week training period between May 29, 2018 and July 31, 2018 (pro-rated from your start date if later than May 29, 2018) based on your satisfactory completion of the Company's training program for new hospital account managers. The bonus payout will be determined by the Company in its sole discretion. Your training bonus is not guaranteed, and the terms of the training

bonus may change at any time. Training bonuses will be paid out after September 1, 2018 and you must be employed at the time of payment to be eligible to receive the training bonus. Training bonuses are subject to standard payroll deductions and required withholding.

Sign-on Bonus. If you remain employed with the Company for two years, you will become entitled to a one-time bonus in the amount of US $5,400. The Company will advance this amount to you within your first thirty days of employment. The payment will be processed through our payroll department and is subject to standard payroll deductions and required withholding. If you voluntarily depart the Company before your two-year anniversary, you will owe the Company the entire amount advanced to you, and by signing this offer letter, you agree to repay this bonus within ten business days following your departure from the Company.

Stock Option. Subject to approval by the Board of Directors, you will be granted a stock option to purchase 3,000 shares of the Company's common stock at an exercise price equal to the fair market value per share on the date of grant (the "***Option***"). Subject to your continued service with the Company through each vesting date, the Option will vest in accordance with the following vesting schedule:

- 1/4th of the shares subject to the Option will vest on the first anniversary of your employment start date (such start date, the "***Vesting Commencement Date***"); and
- 1/48th of the shares subject to the Option will vest on each of the next 36 months thereafter on the same day of the month as the Vesting Commencement Date.

The Option will be subject to the terms and conditions of one of the Company's current equity incentive plans pursuant to which it is granted and an option agreement to be entered into between you and the Company, both of which are incorporated herein by reference.

Restricted Stock Units (RSUs). Subject to approval by the Board of Directors, you will be granted an award of 1,500 restricted stock units ("***RSUs***"). Each RSU entitles you to receive one share of Company common stock upon vesting. Subject to your continued service with the Company through each vesting date, the RSUs will vest in accordance with the following vesting schedule:

- 1/4th of the total number of RSUs initially subject to the grant will vest on each of the first four anniversaries of the vesting commencement date for RSU's, which will be one of four pre-established quarterly vesting dates and will be set forth in the RSU agreement evidencing your grant.

The RSUs will be subject to the terms and conditions of one of the Company's current equity incentive plans and an RSU agreement to be entered into between you and the Company, both of which are incorporated herein by reference.

Vehicle Reimbursement. As your position requires a vehicle, you will be eligible for a taxable $750 monthly automobile allowance and business mileage reimbursement. Business mileage reimbursement rates are variable and personalized based on your location.

Employee Benefit Plans. As a Company employee, you are also eligible to receive certain employee benefits pursuant to the terms of Company benefit plans as they may exist from time to time. Please review the attached Benefits Summary for more information.

Severance. If there is a significant delay to the product launch of plazomicin beyond the currently scheduled launch date of August 1, 2018 and the Company decides to eliminate your role as a result, you will become eligible to receive a severance package upon your execution of a general release of all claims against the Company and its affiliates. This severance package is intended to help you move forward and provide a bridge to you next role, and will be paid to you in addition to any accrued but unpaid base salary and training bonus, benefits, vacation and expense reimbursement payable to you in accordance with applicable laws. The severance package will consist of (i) a severance payment equal to two (2) months of additional base salary at the rate in effect on your termination date (payable in a cash lump sum, less applicable withholdings, on the first payroll date following the date the general release of claims becomes effective and irrevocable) and (ii) if you elect to receive continued healthcare coverage pursuant to the provisions of the Consolidated Omnibus Budget Reconciliation Act of 1985, as amended ("***COBRA***"), reimbursement of the premium for you and your covered dependents through the earlier of the two (2) month anniversary of your termination date and the date that you and your covered dependents become eligible for healthcare coverage under another employer's plan. After the Company ceases to pay premiums pursuant to your severance package, you would, if eligible, be able to elect to continue healthcare coverage at your expense in accordance with the provisions of COBRA.

At-Will Employment. You should understand that your employment with the Company is "at-will" and is for no specified period. As a result, you are free to resign at any time, for any reason, with or without cause or advance notice. Similarly, the Company is free to conclude its employment relationship with you at any time, with or without cause or advance notice. This is the full and complete agreement between you and the Company on this term. Although your job duties, title, compensation and benefits, as well as the Company's personnel policies and procedures, may change from time to time at the Company's sole discretion, the "at-will" nature of your employment may only be changed in an express writing signed by you and the CEO.

Confidential Information/Arbitration. You will be required to sign and comply with the attached At-Will Employment, Confidential Information, Invention Assignment and Arbitration Agreement (the "***Confidentiality Agreement***") as a condition of your employment. The Confidentiality Agreement requires, among other things, the assignment of patent rights to any invention made during your employment at the Company and restrictions on the disclosure of Company proprietary information. We also ask that you disclose to the Company any and all agreements relating to your prior employment that may affect your eligibility to be employed by the Company or limit the manner in which you may be employed. It is the Company's understanding that any such agreements will not prevent you from performing the duties of your position and you represent that such is the case. You further agree not to bring any third party confidential information to the Company, including that of your former employer, and that in performing your duties for the Company you will not in any way utilize any such information.

Federal Immigration. For purposes of federal immigration law, you will be required to provide to the Company documentary evidence of your identity and eligibility for employment with the Company in the United States. Such documentation must be provided to us within three (3) business days of your date of hire, or our employment relationship with you may be terminated.

Code of Business Conduct and Ethics. As an employee of Achaogen, you will be required to comply at all times with the Company's Code of Business Conduct and Ethics and other policies when conducting Achaogen business. Please review the Code, a copy of which is attached. The Company may update this Code and other policies from time to time in its sole discretion and the current version of the Code can be found on the Company's external website and intranet. By signing below, you agree that you have read the Code and will abide by it and all policies of the Company.

Governing Law. This letter will be governed by the laws of the State of California, with the exception of its conflict of laws provisions.

This offer letter, the Confidentiality Agreement and the equity incentive plan and stock option and RSU agreements related to the Option and RSU's represent the entire agreement and understanding between you and the Company concerning your employment relationship with the Company, and supersede in their entirety any and all prior representations or agreements and any representations made during your recruitment, interviews or pre-employment negotiations, whether written or oral. Other than the changes expressly reserved to the Company's discretion in this letter, the terms of this offer letter, including, but not limited to, its at-will employment provision, may not be modified or amended except by a written agreement signed by the CEO (or his authorized designee) and you.

To confirm your acceptance and agreement to the terms set forth in this offer letter, please sign, date and return this letter to Kimberly Ta-Vuong, Human Resources at ktavuong@achaogen.com. Feel free to contact Kimberly at 650-263-4108 if you have any questions.

I am excited to welcome you to the Company, and I look forward to your participation in the Company's future success.

Sincerely,

DocuSigned by:
Sara Melton
Sara Melton
Regional Business Director
Achaogen, Inc.

DocuSigned by:
AC2D90BCDEB44E1...

3/21/2018

Employee Signature **Date**

Enclosures:

- At-Will Employment, Confidential Information, Invention Assignment and Arbitration Agreement
- Code of Business Conduct and Ethics
- Benefits Summary
- Achaogen Holidays

DocuSign Envelope ID: 7186C500-338C-44DC-BDEE-401AA6E7E3B2

ACHAOGEN

1 Tower Place, Suite 300

South San Francisco, CA 94080

650 266 1120 www.achaogen.com

December 10, 2018

Benjamin Willis

bwillis@achaogen.com

RE: Achaogen, Inc. Severance Plan

Dear Benjamin Willis:

We recognize that the possibility of an acquisition of Achaogen or a potential reduction in force can be a distraction with respect to your work responsibilities and cause you to consider alternative employment opportunities. For that reason, the Board of Directors of Achaogen has approved the attached Achaogen, Inc. Employee Severance Plan ("***Plan***") to provide you with clarity and an incentive to remain with the company and continue to provide your best efforts notwithstanding the possibility of such events.

As discussed in more detail in the attached plan document and summary plan description (Exhibit A), the Plan provides the following benefits to eligible employees below the level of Vice President who experience an involuntary termination of employment, or terminate for good cause, and sign a General Release:

- Severance Pay: 2 or 9 months, depending on whether your employment termination occurs during a change in control period or not
- Payment of 2018 bonus at 100% of target
- Continuation of medical, dental and vision coverage for 3 months
- Accelerated vesting of any Restricted Stock Units (RSUs)
- Outplacement services for 2 months (no General Release required)
- Your company laptop computer
- Accelerated vesting of company matching 401(k) contributions

Please sign below to acknowledge that you became a participant in the Plan as of December 10, 2018, and that you received of a copy of the Plan document and summary plan description, which includes a more detailed discussion of the Plan's severance benefits and limitations.

By: DocuSigned by: A88BB9820BDB44B...

Name: Benjamin Willis

Date: 10-Dec-2018

If you have any questions about the Plan and its benefits, please email HR@Achaogen.com or contact Gary Loeb, General Counsel, at GLoeb@Achaogen.com or at (650) 268-5743.

DocuSign Envelope ID: 7186C500-338C-44DC-BDEE-401AA6E7E3B2

ACHAOGEN
1 Tower Place, Suite 300
South San Francisco, CA 94080
650 266 1120 www.achaogen.com

Exhibit A

EMPLOYEE SEVERANCE PLAN

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ACHAOGEN

EMPLOYEE SEVERANCE PLAN
ACHAOGEN, INC.

PLAN DOCUMENT & SUMMARY PLAN DESCRIPTION

Effective December 10, 2018

I. INTRODUCTION

Achaogen, Inc. (the "***Company***") has established this Severance Plan (the "***Plan***") for the benefit of certain associates of the Company, based on the terms and conditions set forth in the Plan, to provide severance pay and benefits in the event such associates' employment ends as a result of a change in control of the Company, a reorganization of the Company, the elimination of a position or function due to a reduction in force of one or more associates, an associate's involuntary termination without Cause or an associate's Constructive Termination, provided an associate meets the eligibility requirements set out below to become a participant in the Plan. The Plan is intended to be both an unfunded welfare benefit plan for purposes of the Employee Retirement Income Security Act of 1974, as amended ("***ERISA***") and an involuntary separation pay program under Treasury Regulation Section 1.409A-1(b)(9). The document serves as both the plan document and the summary plan description for the Plan.

II. EFFECTIVE DATE

This Plan is effective December 10, 2018 (the "***Effective Date***"), and on or after that date it applies to associates of Company who qualify under Section 3 of this Plan to become a participant.

III. PARTICIPATION

In order to become a participant and receive benefits under this Plan, you must meet all of the following conditions:

A. You are designated by the Company as a common law employee below the level of Vice President, and you are regularly scheduled to work or are on a Company-approved leave of absence as of your termination date.

B. You experience a Covered Termination.

C. You are notified in writing by the Company that you are eligible for severance benefits under the Plan.

D. You remain actively employed and in good standing with the Company or on a Company-approved leave of absence, each through your Termination Date.

E. You sign and timely deliver to the Company the General Release, as defined at Section IV of this Plan. The signed General Release must be in the form provided to you by the Company and must be delivered to the Company by the date and in the manner set forth in the General Release. If you do not execute and deliver the General Release within the required time period stated in the General Release, you will not receive any benefits under this Plan. You are responsible for ensuring that the

General Release is delivered within the required period and you should maintain proof of timely delivery. This requirement does not apply to the Outplacement Services in Section V(E).

F. You do not revoke the General Release during any applicable revocation period provided in the General Release. This requirement does not apply to the Outplacement Services in Section V(E).

G. You comply in all material respects with your At-Will Employment, Confidential Information, Invention Assignment and Arbitration Agreement with the Company (the "***Confidential Information Agreement***") and use best efforts to cure any non-material noncompliance.

IV. DEFINITIONS

A. Cause. Cause includes any of the following: (i) your recklessness or willful misconduct in the performance of the duties and services required of you pursuant to your employment or offer letter agreement with the Company (the "***Employment Agreement***"), if any; (ii) your conviction of, or plea of guilty or nolo contendre to, a felony or crime involving moral turpitude (or any similar crime in any jurisdiction outside the United States); (iii) your material breach of any material provision of your Employment Agreement, the Confidential Information Agreement or corporate code or policy which is incurable or, if curable, remains uncured for thirty (30) days following written notice to you by the Company of such material breach; (iv) any act of fraud, embezzlement or material misappropriation committed by you against the Company, or v) any other action or behavior that causes serious harm to the reputation of the Company. For purposes of this Section, an act or failure to act shall be considered "***willful***" only if done or omitted to be done without a good faith reasonable belief that such act or failure to act was in the best interests of the Company.

B. Change in Control. Change in Control shall mean the occurrence, in a single transaction or in a series of related transactions, of any one or more of the following events: (i) a transaction or series of transactions (other than an offering of common stock to the general public through a registration statement filed with the Securities and Exchange Commission) whereby any "***person***" or related "***group***" of "***persons***" (as such terms are used in Sections 13(d) and 14(d)(2) of the Exchange Act) (other than the Company, any of its subsidiaries, an employee benefit plan maintained by the Company or any of its subsidiaries or a "person" that, prior to such transaction, directly or indirectly controls, is controlled by, or is under common control with, the Company) directly or indirectly acquires beneficial ownership (within the meaning of Rule 13d-3 under the Exchange Act) of securities of the Company possessing more than 40% of the total combined voting power of the Company's securities outstanding immediately after such acquisition; or (ii) during any period of two consecutive years, individuals who, at the beginning of such period, constitute the Board together with any new director(s) (other than a director designated by a person who shall have entered into an agreement with the Company to effect a transaction described in Section IV(B)(i) or IV(B)(iii)) whose election by the Board or nomination for election by the Company's stockholders was approved by a vote of at least two-thirds of the directors then still in office who either were directors at the beginning of the two-year period or whose election or nomination for election was previously so approved, cease for any reason to constitute a majority thereof; (iii) the consummation by the Company (whether directly involving the Company or indirectly involving the Company through one or more intermediaries) of (x) a merger, consolidation, reorganization, or business combination or (y) a sale or other disposition of all or substantially all of the Company's assets in any single transaction or series of related transactions or (z) the acquisition of assets or stock of another entity, in each case other than a transaction: (1) which results in the Company's voting securities outstanding immediately before the transaction continuing to represent (either by remaining outstanding or by being converted into voting

securities of the Company or the person that, as a result of the transaction, controls, directly or indirectly, the Company or owns, directly or indirectly, all or substantially all of the Company's assets or otherwise succeeds to the business of the Company (the Company or such person, the "***Successor Entity***")) directly or indirectly, at least 60% of the combined voting power of the Successor Entity's outstanding voting securities immediately after the transaction, and (2) after which no person or group beneficially owns voting securities representing 40% or more of the combined voting power of the Successor Entity; provided, however, that no person or group shall be treated for purposes of this Section IV(B)(iii) as beneficially owning 40% or more of the combined voting power of the Successor Entity solely as a result of the voting power held in the Company prior to the consummation of the transaction; (iv) the Company enters into any proceeding under the U.S. Bankruptcy Code, or any other bankruptcy or insolvency law, including assignments for the benefit of creditors, compositions, extensions generally with its creditors, or proceedings seeking reorganization, arrangement, or other relief; or (v) the Company's stockholders approve a liquidation or dissolution of the Company.

C. Change in Control Period. Change in Control Period means the period of time commencing three (3) months prior to a Change in Control and ending twelve (12) months following the Change in Control.

D. Constructive Termination. Constructive Termination means your resignation from employment with the Company that is effective within thirty (30) days after the occurrence, without your written consent, of any of the following: (i) a diminution in your base compensation or cash bonus target that were in place prior to the Change in Control Period; (ii) a diminution in your title, scope of role or job authorities, responsibilities or duties that were in place prior to the Change in Control Period; (iii) in the case of all employees other than field sales personnel or field medical scientists, the relocation of Employee's principal office to a facility or a location more than twenty (20) miles from Employee's principal office location prior to the Change in Control Period, or in the case of field sales personnel or field medical scientist employees only, the reassignment of Employee's territory of responsibility to a new territory that is not contiguous, does not include the state and city of Employee's personal residence or that would result in a significantly greater amount of time away from home to successfully serve the new territory in comparison to the time away from home required to successfully serve the territory of responsibility in place prior to the Change in Control Period or (iv) the failure by any successor entity or corporation following a Change in Control to assume all obligations under this Agreement. You may assert that Constructive Termination has occurred at any time during the Change in Control Period regardless of when the condition giving rise to the Constructive Termination occurs. You must give notice to the Company of the condition(s) described above, and the Company must be afforded any opportunity (at least 30 days) to cure the condition giving rise to the Constructive Termination.

E. Covered Termination. Covered Termination means (i) the termination of your employment by the Company other than for Cause or (ii) your Constructive Termination.

F. General Release. The General Release means a separation agreement and general release in the form provided by the Plan Administrator that releases all employment related claims. The Plan Administrator will provide you with the General Release no later than your Termination Date.

G. Plan. Plan means the Achaogen, Inc. Employee Severance Plan.

H. Severance Pay. Severance Pay means a payment made to you in consideration of you meeting all the participation requirements under this Plan. The severance pay or benefits would not otherwise be owed to you absent your participation in this Plan The amount of your Severance Pay will be

determined in accordance with Section V(A).

I. Termination Date. Termination Date means the date you experience a Covered Termination (exclusive of any paid leave of absence furnished to you subsequent to the date you experience a Covered Termination to satisfy any of Company's severance obligations to you hereunder or pursuant to WARN). Your Termination Date for purposes of this Plan is determined in the sole discretion of the Plan Administrator and set forth in the General Release.

J. WARN Act. The WARN Act refers to the Federal Worker Adjustment and Retraining Notification Act or a similar state law.

V. SEVERANCE BENEFITS

A. Severance Pay. If you become a participant under the Plan, you will receive Severance Pay, in addition to any accrued but unpaid salary, bonus, benefits, vacation and expense reimbursement payable in accordance with applicable law (except where provided otherwise below), as follows:

1) Covered Termination other than during a Change in Control Period: You shall be entitled to receive two (2) months of your base salary at the highest rate in effect during the twelve months preceding the Termination Date, less applicable withholdings.

2) Covered Termination under During a Change in Control Period: You shall be entitled to receive nine (9) months of your base salary at the highest rate in effect during the twelve months preceding the Termination Date, less applicable withholdings.

3) Payment of Severance Pay. The Company may provide Severance Pay, at its option, via either (i) a lump sum severance payment, (ii) a paid leave of absence furnished to you where you continue to be paid on the Company's payroll or (iii) some combination of the two foregoing options which results in providing you the applicable amount of Severance Pay.

4) Effect of WARN Act. The Severance Pay benefit shall be inclusive of, and not in addition to, any severance or notice provided to you pursuant to the WARN Act, or similar applicable federal or state laws mandating severance or notice periods for terminated employees.

5) Reductions in Severance Pay. Notwithstanding anything herein to the contrary, the Company shall reduce your severance benefits under the Plan, in whole or in part, by any other severance benefits, pay in lieu of notice, or other similar benefits payable to you by the Company in connection with your termination, including but not limited to payments or benefits pursuant to (a) any applicable legal requirement, including, without limitation, WARN or similar applicable federal or state laws mandating severance or notice periods for terminated employees or (b) any Company policy or practice relating to your termination of employment with the Company. The benefits provided under this Plan are intended to satisfy, to the greatest extent possible, any and all statutory obligations that may arise out of your termination of employment. Such reductions shall be applied on a retroactive basis, with severance benefits previously paid being recharacterized as payments pursuant to the Company's statutory obligation. This reduction shall apply in the case where an employee has received severance benefits pursuant to this Plan pursuant to Section V(A)(1) and later becomes eligible for severance benefits again under Section V(a)(2) if a Change in Control Period commences within three (3) months of the Termination Date.

B. 2018 Bonus. You shall be entitled to receive a bonus payment for the work performed by you during 2018 to the extent such bonus has not yet been fully paid to you. This bonus payment shall be equal to 100% of your target annual 2018 bonus, calculated assuming achievement of your and the Company's performance goals at one hundred percent (100%) of target, less applicable withholdings. This bonus shall be prorated if the Termination Date occurs prior to the end of 2018 and if your hiring date with the Company occurred after January 1, 2018. You shall not be entitled to receive any prorated portion of your target annual bonus applicable to work performed in 2019 or later years.

C. Continued Healthcare Subsidy. You shall be entitled to receive three (3) months of continued subsidized healthcare (medical, dental and vision coverage). The Company may provide this continued subsidized healthcare, at its option, via either (i) continuing to provide you and your covered dependents healthcare on their healthcare plans sponsored by the Company on the Termination Date through the three (3) month anniversary of the first day of the month following the Termination Date, with substantially the same premium paid by you and substantially the same subsidy provided by the Company on the Termination Date (as adjusted for annual premium increases applicable to all participants), (ii) the offering of a COBRA subsidy if you timely elect to receive continued healthcare coverage pursuant to the provisions of the Consolidated Omnibus Budget Reconciliation Act of 1985, as amended ("***COBRA***"), by the Company directly paying, or reimbursing you, for the entire premium for you and your covered dependents through the three (3) month anniversary of the first day of the month following the Termination Date, (iii) the payment of a cash healthcare subsidy payment directly to you equal to the amount of the COBRA subsidy that the Company may provide in the foregoing clause (ii), or (iv) some combination of the three foregoing options which results in providing you and your covered dependents a total of three (3) months of continued subsidized healthcare. After the Company ceases to pay or reimburse you for the premiums pursuant to the preceding sentence, you may, if eligible, elect to continue healthcare coverage at your expense in accordance with the provisions of COBRA.

Coverage for you and any of your dependents under the group medical, vision, and dental plan will be subject to any changes in coverage, co-payments or other changes that apply to active associates during the time that you are covered under such programs.

D. Equity Awards. Each outstanding and unvested restricted stock unit (RSU) award (but excluding any stock option awards) held by you shall automatically vest and any forfeiture restrictions or rights of repurchase thereon shall immediately lapse. For the avoidance of doubt, such automatic vesting on the Termination Date shall occur irrespective of the duration of your service with the Company.

E. Outplacement Services. The Company will provide you with outplacement services for a total of two (2) months through a vendor selected by Company. Outplacement services will be defined and approved by the Company, and may include help in job targeting, resume preparation, job market research, and interviewing skills. You may begin to utilize these services as of the Termination Date but in no event can you begin utilizing these services any later than sixty (60) days following the Termination Date.

F. Laptop. Company will transfer ownership to you of your Company-issued laptop after the computer system and all electronic data has been permanently wiped and deleted.

G. Company 401(k) Matching. Company will automatically accelerate the vesting of all of the Company's unvested matching contributions to your 401(k) account.

VI. CONDITIONS AND LEGAL ISSUES

A. Company's Successors. Except as set forth above, any successor to the Company (whether direct or indirect and whether by purchase, merger, consolidation, liquidation or otherwise) to the Company's business and/or assets shall assume the obligations under this Plan and agree expressly to perform the obligations under this Plan in the same manner and to the same extent as the Company would be required to perform such obligations in the absence of a succession. For all purposes under this Agreement, the term "***Company***" shall include any successor to the Company's business and/or assets which executes and delivers the assumption agreement described in this section or which becomes bound by the terms of this Plan by operation of law.

B. Employee's Successors. The terms of this Agreement and all rights of you hereunder shall inure to the benefit of, and be enforceable by, your personal or legal representatives, executors, administrators, successors, heirs, distributees, devisees and legatees.

C. Administration. The Plan shall be administered and operated by the Plan Administrator (as identified in the "***Plan Information***" section below). The Plan Administrator can establish rules for administering the Plan and has sole discretionary authority to interpret the terms of the Plan. Notwithstanding the foregoing, Company (or its delegate) will have sole authority to determine all questions of eligibility for participation under the Plan. The Plan Administrator may delegate any duties to another person or persons. All decisions of Company or the Plan Administrator or their delegates regarding any benefits or payments under this Plan are final and binding on all persons.

D. No Vested Rights. You (and any of your beneficiaries) have no vested rights under the Plan and no provision of the Plan shall be construed as giving you any nonforfeitable or vested rights to any severance benefits.

E. No Deferred Compensation. Payments and benefits under the Plan are intended to be exempt from Section 409A of the Internal Revenue Code (the "***Code***"), including, but not limited to the exemptions under Treasury Regulation. Sections 1.409A-1(a)(5), 1.409A-1(b)(4) and 1.409A-1(b)(9), and the terms and conditions of the Plan will be construed and operated as necessary to comply with such intent. Any and all payments under the Plan will each be treated as separate payments for purposes of Code Section 409A and shall not be aggregated with any other payments. All payments and benefits under the Plan are paid from the Company's general assets. Notwithstanding any provision to the contrary, if any portion of the benefits or payments under the Plan are determined to be a deferral of compensation not exempt from Code Section 409A, (1) the terms and conditions of the Plan shall be construed as necessary to comply with Code Section 409A, and (2) if you are deemed at the time of your separation from service to be a "***specified employee***" for purposes of Section 409A(a)(2)(B)(i) of the Code, then to the extent delayed commencement of any portion of the benefits to which you are entitled under this Plan is required in order to avoid a prohibited distribution under Section 409A(a)(2)(B)(i) of the Code, such portion of your benefits shall not be provided to you prior to the earlier of (A) the expiration of the six (6)-month period measured from the date of your Separation from Service or (B) the date of your death. Notwithstanding any provision of the Plan to the contrary, if a Change in Control constitutes a payment event for any amount that constitutes deferred compensation that is subject to Section 409A of the Code, the transaction or event described in section V(B) (i), (ii), (iii), (iv) or (v) with respect to such amount (or portion thereof) must also constitute a "***change in control event***," as defined in Treasury Regulation Section 1.409A-3(i)(5) to the extent required by Code Section 409A.

E. Limitation on Payments. Notwithstanding anything in this Plan to the contrary, if any payment or distribution that you would receive pursuant to this Plan or otherwise ("***Payment***") would (a) constitute a "***parachute payment***" within the meaning of Section 280G of the Code, and (b) but for this sentence, be subject to the excise tax imposed by Section 4999 of the Code (the "***Excise Tax***"), then such Payment shall either be (i) delivered in full, or (ii) delivered as to such lesser extent which would result in no portion of such Payment being subject to the Excise Tax, whichever of the foregoing amounts, taking into account the applicable federal, state and local income taxes and the Excise Tax, results in the receipt by you on an after-tax basis, of the largest payment, notwithstanding that all or some portion the Payment may be taxable under Section 4999 of the Code. The accounting firm engaged by the Company for general audit purposes as of the day prior to the effective date of the Change in Control shall perform the foregoing calculations. The Company shall bear all expenses with respect to the determinations by such accounting firm required to be made hereunder. The accounting firm shall provide its calculations to the Company within fifteen (15) calendar days after the date on which your right to a Payment is triggered (if requested at that time by the Company or you) or such other time as requested by the Company or you. Any good faith determinations of the accounting firm made hereunder shall be final, binding and conclusive upon the Company and you. Any reduction in payments and/or benefits pursuant to this Section VI(F) will occur in the following order: (1) reduction of cash payments; (2) cancellation of accelerated vesting of equity awards other than stock options; (3) cancellation of accelerated vesting of stock options; and (4) reduction of other benefits payable.

G. Choice of Law. The validity, interpretation, construction and performance of this Agreement shall be governed by the laws of the State of California to the extent that ERISA does not apply.

H. Severability. The invalidity or unenforceability of any provision or provisions of this Plan shall not affect the validity or enforceability of any other provision hereof, which shall remain in full force and effect.

I. Confidentiality. You hereby expressly confirm your continuing obligations to the Company pursuant to your Confidential Information Agreement.

J. Non-Disparagement. By accepting severance benefits payable under the Plan, you agree that you shall not disparage, criticize or defame the Company, its affiliates and their respective affiliates, directors, officers, agents, partners, stockholders or employees, either publicly or privately. The Company agrees that it shall not, and it shall instruct its officers and members of its Board to not, disparage, criticize or defame you, either publicly or privately. Nothing in this Section VI(J) shall have application to any evidence or testimony required by any court, arbitrator or government agency.

VII. CLAIMS AND APPEALS PROCEDURE

A. Filing a Claim. If you believe that you have been denied a benefit under this Plan, you may submit a claim for benefits under this Plan (a "***Claim***") to the Plan Administrator in writing at:

Achaogen, Inc.
1 Tower Place, Suite 300
South San Francisco, CA 94080
Attn: Employee Severance Plan Administrator
Legal Department

Any Claim must be filed under these procedures no later than one year from the date of the action that gave rise to the Claim.

If you have a claim for medical, vision, or dental benefits under the medical, vision, or dental plan, you must file that claim in accordance with that plan's claims and appeal procedures. This Plan does not determine those claims.

When a Claim has been filed properly, it will be evaluated and you will be notified of the approval or denial of the Claim within 90 days after the receipt of the Claim, unless special circumstances require an extension of time for processing the Claim. If such an extension of time for processing is required, you will receive written notice of the extension prior to the termination of the initial 90-day period. The notice will specify the special circumstances requiring an extension and the date by which a final decision will be reached (a date not later than 180 days after the date on which the Claim was filed). You will be given a written notice advising whether or not the Claim is denied, in whole or in part. If a Claim is denied, in whole or in part, the notice shall contain: (a) the specific reasons for the denial, (b) reference to the specific Plan provisions on which the determination is based, (c) a description of any additional material or information necessary to perfect the Claim and an explanation of why such material or information is necessary, (d) an explanation of your right to seek review of the denial, and (e) a statement of your right to bring a civil action under Section 502(a) of ERISA following a denial on review.

B. Review of Claim Denial. If a Claim is denied, in whole or in part, you shall have 60 days following the receipt of the denial to appeal the denial. Such appeal must be submitted in writing to the Severance Plan Administrator at the same address to which your Claim was submitted. In addition, upon receipt of the denial, you will have: (a) the right to request that the Plan Administrator review the denial, (b) the opportunity to submit written comments, documents, records, and other information relating to the Claim, and (c) the opportunity upon request and free of charge, to have reasonable access to, and copies of, all documents, records, and other information relevant to your Claim (that is not privileged or protected). The review shall take into account all comments, documents, records, and other information submitted by you relating to the Claim, without regard to whether such information was submitted or considered in the initial denial.

If you request a review of the denial, the review shall be made within 60 days after your request for review is received by the Plan Administrator. If the Claim on review is denied, you will be advised in writing of the decision on review within 60 days after your request for review is received by the Plan Administrator, unless special circumstances require an extension of time for processing the review, in which case you will be given a written notification within the initial 60-day period specifying the reasons for the extension and when such review shall be completed. If the Claim is denied on review, the decision on review by the Plan Administrator will be forwarded to you in writing and will: (a) state the specific reason(s) for the denial, (b) reference the specific Plan provisions on which the benefit determination is based, (c) contain a statement that you are entitled to receive, upon request and free of charge, to have reasonable access to, and copies of, all documents, records, and other information relevant to your Claim for benefits (that is not privileged or protected), and (d) contain a statement of your right to bring an action under Section 502(a) of ERISA. A decision on review will be final and binding on all persons for all purposes. The Plan Administrator has discretionary power to make determinations regarding all claims on appeal. All decisions or actions of the Plan Administrator arising in connection with the Plan shall be final and binding upon all associates and their beneficiaries.

C. Exhaustion of Remedies. No legal or equitable action for benefits under the Plan shall be brought unless and until you have submitted a timely written Claim for benefits, have been notified that the Claim is denied, have filed a timely written request for a review of the Claim, and have been notified in writing that the Plan Administrator has affirmed the denial of the Claim. Any litigation or legal action initiated by you must be brought no later than one year following a final decision on the Claim. Notwithstanding the foregoing, in no event may you initiate litigation or legal action more than two years after the facts giving rise to the action occurred. The foregoing limitations on litigation or legal action for benefits will apply in any forum where you initiate such litigation or legal action.

IX. PLAN INFORMATION

ERISA mandates that the following information be given to associates as part of any Summary Plan Description.

Plan Name: Achaogen, Inc. Employee Severance Plan

Plan Number: 502

Plan Year: The Plan is administered based on the Company's fiscal year.

Plan Sponsor: Achaogen, Inc.

Plan Administrator: Zeryn Sarpangal, Chief Financial Officer at Achaogen, Inc.

Type of Administration: Self-administered by Achaogen, Inc.

Employer Identification Number: 680533693

Service of Process: Process may be served on the Plan by directing such legal process to:

Achaogen, Inc.
1 Tower Place, Suite 300
South San Francisco, CA 94080
Attn: General Counsel

In addition, service of legal process may be made upon the Plan Administrator.

Type of ERISA Plan, Contributions, and Funding: The Plan is an ERISA welfare benefit plan. Plan benefits are paid out of general assets of the Company.

X. STATEMENT OF ERISA RIGHTS

As a participant in the Plan, you are entitled to certain rights and protections under the Employee Retirement Income Security Act of 1974 (ERISA). ERISA provides that all Plan participants shall be entitled to:

- Examine, without charge, at the plan administrator's office, all documents governing the plan, and a copy of the latest annual report (Form 5500 Series) filed by the plan (if applicable) with the U.S. Department of Labor and available at the Public Disclosure Room at the Employee Benefits Security Administration.

- Obtain, upon written request to the Plan Administrator, copies of all the documents governing the operation of the Plan, and copies of the latest annual report (Form 5500 Series, if applicable) and updated summary plan description. The administrator may make a reasonable charge for the copies.

In addition to creating rights for plan participants, ERISA imposes duties upon the people who are responsible for the operation of the employee benefit plan. The people who operate the plan, called fiduciaries of the plan, have a duty to do so prudently and in the interest of you and other participants and beneficiaries.

No one, including your Employer, your union, or any other person, may terminate your employment or otherwise discriminate against you in any way for the purpose of preventing you from obtaining a pension or welfare benefit or exercising your rights under ERISA.

If your claim for a benefit is denied or ignored, in whole or in part, you have the right to know why this was done, obtain copies of documents relating to the decision without charge and to appeal any denial, all within certain time schedules. Under ERISA, there are steps you can take to enforce the above rights. For instance, if you request a copy of plan documents or the latest annual report from the plan and do not receive them within 30 days, you may file suit in a federal court. In such a case, the court may require the plan administrator to provide the materials and pay you up to $110 a day until you receive the materials, unless the materials were not sent because of reasons beyond the control of the administrator.

If you have a claim for benefits which is denied or ignored, in whole or in part, after you have appealed the claim through the plan's claims procedures, you may file suit in a Federal court. The court will decide who should pay court costs and legal fees. If you are successful, the court may order the person you have sued to pay these costs and fees. If you lose, the court may order you to pay these costs and fees, for example, if it finds your claim is frivolous.

If you have voluntarily entered into a binding arbitration agreement with your Employer, your right to file suit in a Federal court may be limited by that arbitration agreement.

If you have any questions about this Plan, you should contact the Plan Administrator. If you have any questions about this statement or about your rights under ERISA, or you need assistance in obtaining documents from the Plan Administrator, you should contact the nearest office of the Employee Benefits Security Administration, U.S. Department of Labor, listed in your telephone directory or the Division of Technical Assistance and Inquiries, Employee Benefits Security Administration, U.S. Department of Labor, 200 Constitution Avenue N.W., Washington D.C. 20210. You may also obtain certain publications about your rights and responsibilities under ERISA by calling the publications hotline of the Employee Benefits Security Administration at **1-866-444-EBSA**.

XI. EXECUTION

To record the adoption of the Plan to read as set forth herein, the Company has caused its authorized representative to sign this document this 10th day of December, 2018.

By: 

Blake Wise, Chief Executive Officer

For: ACHAOGEN, INC.