Docket #0228 Date Filed: 05/30/2019

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE

In re:	Chapter 11
ACHAOGEN, INC.,	Case No: 19-10844 (BLS)
Debtor.	**RE: Docket Nos. 123, 194**

OBJECTION OF VEOLIA ES TECHNICAL SOLUTIONS, LLC TO DEBTORS' PROPOSED ASSUMPTION, ASSIGNMENT AND CURE REGARDING EXECUTORY CONTRACT

Veolia ES Technical Solutions, LLC ("Veolia"), a creditor of debtor Achaogen, Inc. ("Debtor"), by and through its undersigned attorneys, hereby object to the "Notice of Proposed Assumption and Assignment of Executory Contracts and Unexpired Leases." dated May 17, 2019 ("Notice") [Docket No. 194], that, *inter alia*, seeks to (i) assume and assign the what is referenced as the "Zeryn Sarpangal-veolia decon lab pack 3.7.19" between Veolia and the Debtor – the actual contract is the "Environmental Services Agreement, dated as of May 2, 2018 - ("Veolia Agreement"), and (ii) fix Veolia's cure claim at $0.00, and respectfully states as follows:

FACTUAL BACKGROUND

1. On April 15, 2019 (the "Commencement Date"), the Debtor commenced the captioned chapter 11 case in the United States Bankruptcy Court for the District of Delaware.

2. The Debtor filed its "Sale Motion" (as referenced in the Notice) on April 15, 2019 which, *inter alia*, seeks to assume and assign certain contracts including the Veolia Agreement. The Notice provides certain procedures for contract counterparties to object to the assumption, assignment, and/or proposed cure amounts as set forth in the Notice.

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3. The Debtors filed the Notice on or about May 17, 2019. A copy of the Notice with the page of the Notice's Schedule 1 that pertains to Veolia is attached hereto as Exhibit A.

4. The Notice identifies the Veolia Agreement and the counterparty as Veolia. A copy of the Veolia Agreement is attached hereto as Exhibit B. Those identifications comport with Veolia's records, other than the misidentification of the title of the contract noted above. However, the Notice identifies the Cure Amount needed to cure defaults under the Veolia Agreement as $0.00. In fact, the Debtor is indebted to Veolia in the total amount of $100,722.58 for prepetition services under the Veolia Agreement.

5. Attached hereto as Exhibit C is a statement of account summarizing the amounts due to Veolia as of the Commencement Date, the last two of which were billed post-petition. Attached hereto as Exhibit D are Veolia's invoices for each of the line items set forth on the statement of account.

6. As set forth on the statement of account and corresponding invoices, the Debtor is indebted to Veolia in the amount of $100,722.58 for pre-petition services, which amount must be paid to Veolia as a cure as a condition of assumption and assignment of the Veolia Agreement.

LEGAL ARGUMENT

7. Bankruptcy Code section 365(b) strictly conditions a debtor's ability to assume contracts as follows:

> (1) If there has been a default in an executory contract or unexpired lease of the debtor, the [debtor] may not assume such contract or lease unless, at the time of assumption of such contract or lease, the [debtor] –
>
> > (A) cures, or provides adequate assurance that the trustee will promptly cure, such default …;
> >
> > (B) compensates, or provides adequate assurance that the trustee will promptly compensate, a party other than the

> debtor to such contract or lease, for any actual pecuniary loss to such party resulting from such default; and
>
> (C) provides adequate assurance of future performance under such contract or lease.

11 U.S.C. § 365(b).

8. Pursuant to section 365(b)(1)(A), as a condition to the assumption of an executory contract or unexpired lease, a debtor must either "cure" existing monetary defaults under the agreement or provide "adequate assurance" that it will "promptly cure" those existing defaults. 11 U.S.C. § 365(b)(1)(A). The cure of all defaults is a mandatory prerequisite to the assumption of an executory contract; cure payments are not discretionary. Three Sisters Partners, L.L.C. v. Harden (In re Shangra-la, Inc.), 167 F.3d 843, 848-49 (4th Cir. 1999). Moreover, executory contracts and unexpired leases may not be assumed in part. Cinicola v. Scharffenberger, 248 F.3d 110, 119 (3d Cir. 2001) citing NLRB v. Bildisco (In re Bildisco & Bildisco), 465 U.S. 513, 531-32 (1984).

9. Moreover, Veolia has no information from which to determine whether it will be provided with adequate assurance of prompt cure by the assignee of the Veolia Agreement.

10. Section 365(f)(2)(B) provides in relevant part that an executory contract may only be assigned "if … adequate assurance of future performance by the assignee of such contract … is [given] …." As the Debtor has not yet identified a stalking horse bidder, the Debtor does not provide information to satisfy the requirement of adequate assurance of future performance in the Notice and it is unclear when such information will be provided.

CONCLUSION

WHEREFORE, Veolia respectfully submits that the Court should (i) fix the cure claim in the amount of $100,722.58, together with such additional amounts as may be due and owing and (ii) require the Debtor and/or purchaser to demonstrate adequate assurance of future performance as a condition of the assumption and assignment proposed by the Notice.

Dated: May 30, 2019
Wilmington, Delaware

GIBBONS P.C.

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ATTORNEYS FOR VEOLIA ES TECHNICAL SOLUTIONS, LLC

EXHIBIT A

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE

In re	Chapter 11
Achaogen, Inc.	Case No. 19-10844 (BLS)
Debtor.[1]	**Re: D.I. 123**

NOTICE OF PROPOSED ASSUMPTION AND ASSIGNMENT OF EXECUTORY CONTRACTS AND UNEXPIRED LEASES

PLEASE TAKE NOTICE OF THE FOLLOWING:

On April 15, 2019, Achaogen, Inc. (the "Debtor") filed a motion (the "Sale Motion)" with the United States Bankruptcy Court for the District of Delaware (the "Bankruptcy Court") seeking entry of two orders, in stages: (i) first, an order (the "Bidding Procedures Order")[2] (a) approving Bidding Procedures for the sale of all or substantially all of the Debtor's assets (collectively, the "Purchased Assets") and the assumption of certain Assumed Liabilities, (b) approving procedures for the assumption and assignment of designated executory contracts and unexpired leases (collectively, the "Transferred Contracts"), or rejection of designated executory contracts and unexpired leases, and the sale and transfer of other designated contracts, (c) scheduling the Auction and Sale Hearing, (d) approving forms and manner of notice of respective dates, times, and places in connection therewith, and (e) granting related relief (collectively, the "Bidding Procedures Relief"), and (ii) second, an order (the "Sale Order") (a) authorizing the Sale of the Purchased Assets free and clear of all liens, claims, interests and other encumbrances (collectively, "Encumbrances"), other than Assumed Liabilities, to the Successful Bidder[3] submitting the highest or otherwise best bid, (b) authorizing (i) the assumption and assignment of the Transferred Contracts designated by the Successful Bidder, (ii) the sale and transfer of other designated contracts, (iii) the rejection of certain other designated executory contracts and unexpired leases and (c) granting certain related relief. On May 1, 2019, the Bankruptcy Court entered the Bidding Procedures Order [Dkt. No.123], thereby approving the Bidding Procedures Relief. The hearing to consider entry of the Sale Order is scheduled for June 6, 2019.

YOU ARE RECEIVING THIS NOTICE BECAUSE YOU ARE A PARTY TO ONE OR MORE OF THE TRANSFERRED CONTRACTS REFERRED TO HEREIN.

[1] The last four digits of Debtor's federal tax identification number are (3693). The Debtor's mailing address for purposes of this Case is 1 Tower Place, Suite 400, South San Francisco, CA 94080.

[2] Capitalized terms used but not defined herein shall have such meanings ascribed to them in the Bidding Procedures and Bidding Procedures Order, as applicable.

[3] The Successful Bidder may be a Stalking Horse Bidder.

TRANSFERRED CONTRACTS

Attached as **Schedule 1** is a schedule of all Transferred Contracts the Debtor proposes to assume and assign to the Successful Bidder, listing the counterparties to such Transferred Contracts and the amount, if any, proposed to be paid to cure any monetary defaults under the Transferred Contracts pursuant to section 365 of the Bankruptcy Code (the "Cure Amounts"). The Successful Bidder reserves the right to revise the schedule in accordance with its Qualified Bidder Purchase Agreement and the Bidding Procedures at any time prior to the closing on the Purchased Assets.

To the extent that any Transferred Contract is determined by an order of the Bankruptcy Court, or as between the Debtor and the applicable counterparties, not to be an executory contract under and for purposes of section 365 of the Bankruptcy Code, the Debtor shall instead sell, assign and transfer to the Successful Bidder all of the Debtor's right, title and interest in, to and under such Transferred Contract pursuant to section 363 of the Bankruptcy Code. Prior to any such sale and transfer of a Transferred Contract pursuant to section 363 of the Bankruptcy Code, the Successful Bidder shall cure any monetary defaults or pay other amounts due under such Transferred Contract which are capable of being cured or paid as if such Transferred Contract had been subject to section 365 of the Bankruptcy Code.

IF YOU AGREE WITH THE PROPOSED CURE AMOUNT(S) LISTED IN **SCHEDULE 1** WITH RESPECT TO YOUR TRANSFERRED CONTRACT(S), YOU ARE NOT REQUIRED TO TAKE ANY FURTHER ACTION.

IF YOU DISAGREE WITH THE PROPOSED CURE AMOUNT(S) LISTED IN **SCHEDULE 1** WITH RESPECT TO YOUR CONTRACT(S), YOU MAY OBJECT TO THE PROPOSED CURE AMOUNT(S). YOUR OBJECTION TO THE PROPOSED CURE AMOUNT(S) MUST BE FILED AND SERVED IN ACCORDANCE WITH THE INSTRUCTIONS SET FORTH BELOW BY NO LATER THAN **MAY 30, 2019.**

Objections to the assumption and assignment of any of the Transferred Contracts (including the Cure Amounts listed on **Schedule 1**) (an "Assignment Objection") must: (i) be made in writing and filed on the docket for the Case no later than **May 30, 2019, at 5:00 p.m. (prevailing Eastern Time)** (the "Assignment Objection Deadline"); provided, however, counterparties may object to the Successful Bidder's ability to provide adequate assurance of future performance (an "Adequate Protection Objection") no later than **June 5, 2019, at 12:00 p.m. (prevailing Eastern Time)** (the "Auction Objection Deadline"); (ii) state the basis of such objection with specificity, including, if applicable, the Cure Amount asserted by such counterparty, (iii) include complete contact information for such counterparty (including address, telephone number and email address); (iv) comply with the Bankruptcy Code, the Bankruptcy Rules and the Local Rules and (v) be served on the following, so as to be actually received by them on or before the Assignment Objection Deadline:

- Counsel to the Debtor: (i) Hogan Lovells US LLP, 1999 Avenue of the Stars, Suite 1400, Los Angeles, California 90067, Attn: Richard L. Wynne and Erin N. Brady, and (ii) Morris, Nichols, Arsht & Tunnell LLP, 1201

North Market Street, P.O. Box 1347, Wilmington, Delaware 19899, Attn: Derek C. Abbott and Andrew R. Remming;

- The Office of the United States Trustee for the District of Delaware, 844 King Street, Suite 2207, Wilmington, DE 19801, Attn: Timothy J. Fox, Esq.;

- Counsel to the Committee: (i) Akin Gump Strauss Hauer & Feld LLP, One Bryant Park, New York, New York 10024, Attn: Arik Preis and Allison Miller, (ii) Klehr Harrison Harvey Branzburg LLP, 919 N. Market Street, Suite 1000, Wilmington, DE 19801, Attn: Domenic E. Pacitti, and (iii) Klehr Harrison Harvey Branzburg LLP, 1835 Market Street, Suite 1400, Philadelphia, PA 19103, Attn: Morton R. Branzburg;

- Counsel to Silicon Valley Bank, N.A., in its capacity as a prepetition lender and DIP lender: (i) Morrison & Foerster LLP, 200 Clarendon Street, Boston, Massachusetts 02116, Attn: Alexander Rheaume, (ii) Morrison & Foerster LLP, 250 West 55th St., New York, New York 10019, Attn: Todd M. Goren and Benjamin W. Butterfield, and (iii) Ashby & Geddes, P.A., 500 Delaware Avenue, 8th Floor, Wilmington, DE 19801, Attn: Gregory A. Taylor;

If you file an Assignment Objection or Adequate Protection Objection satisfying the requirements herein, the Debtor and the Successful Bidder will confer with you in good faith to attempt to resolve such Assignment Objection or Adequate Protection Objection without Bankruptcy Court intervention. If the applicable parties determine that the Assignment Objection or Adequate Protection Objection cannot be resolved without judicial intervention in a timely manner, the Bankruptcy Court shall resolve such Assignment Objection or Adequate Protection Objection at a hearing to be held (i) on June 6, 2019, or (ii) such other date designated by the Bankruptcy Court.

If the Successful Bidder or Back-Up Bidder, in accordance with the Bidding Procedures, identifies additional executory contracts or unexpired leases that it may want to take an assignment of from the Debtor and add to the Transferred Contracts and Cure Schedule attached to its asset purchase agreement with the Debtor (each an "Additional Contract") (or wishes to remove a Transferred Contract from the Transferred Contracts and Cure Schedule), the Debtor shall, within two (2) calendar days of the Successful Bidder or Back-Up Bidder making such a determination, send a supplemental Assignment and Rejection Notice to the applicable counterparties to such executory contracts or unexpired leases added to or removed from the Transferred Contracts and Cure Schedule; provided, however, after the Sale Hearing, the Successful Bidder and Back-Up Bidder may only remove (a) an individual Transferred Contract with a Cure Amount of $250,000 or more, or (b) two or more Transferred Contracts with Cure Amounts in the aggregate of $500,000 or more, from the Transferred Contracts and Cure Schedule with the consent of the Debtor, DIP Lender, and the Committee.

To the extent an executory contract or unexpired lease is not assumed and assigned to the Successful Bidder, the Debtor may, in its sole discretion, reject such an unassigned, executory contract or unexpired lease to the extent permitted by law. In no event will the Successful Bidder be responsible for any unassigned executory contracts or unexpired leases.

Objections from any counterparty to an Additional Contract (an "Additional Assignment Objection") must: (i) be made in writing and filed on the docket for the Case no later than ten (10) calendar days after the Debtor has sent notice to such counterparty of its intention to assume and assign or reject such Additional Contract (as applicable, the "Additional Assignment Objection Deadline"), (ii) state the basis of such objection with specificity, including, if applicable, the Cure Amount asserted by such counterparties, (iii) include complete contact information for such counterparty (including address, telephone number and email address), (iv) comply with the Bankruptcy Code, the Bankruptcy Rules and the Local Bankruptcy Rules, and (v) be served upon counsel to (a) the Debtor and the United States Trustee, and (b) the Successful Bidder and the Back-Up Bidder (addresses for the foregoing may be obtained from counsel to the Debtor), so as to be actually received by them on or before 4:00 p.m. (prevailing Eastern Time) on the Additional Assignment Objection Deadline.

If a timely objection is filed, and cannot be resolved consensually, the Bankruptcy Court shall resolve such objection at a hearing to be held (i) on or before five (5) calendar days from the timely filing and service of the Additional Assignment Objection or (ii) such other date designated by the Bankruptcy Court. Unless the Bankruptcy Court orders otherwise, contemporaneously with the resolution of any such objection (which may be after the closing of the Sale), the Additional Contract underlying such objection shall be deemed to have been assumed and assigned, or assigned, as the case may be, to the Successful Bidder or the Back-Up Bidder, as the case may be, without the necessity of obtaining any further order of the Bankruptcy Court.

IF YOU FAIL TO TIMELY FILE AND PROPERLY SERVE AN ASSIGNMENT OBJECTION, ADEQUATE PROTECTION OBJECTION, OR ADDITIONAL ASSIGNMENT OBJECTION, AS APPLICABLE, AS PROVIDED HEREIN, INCLUDING, IF APPLICABLE, AN OBJECTION TO A CURE AMOUNT (I) YOU WILL BE DEEMED TO HAVE FOREVER WAIVED AND RELEASED ANY RIGHT TO ASSERT AN ASSIGNMENT OBJECTION, ADEQUATE PROTECTION OBJECTION, OR ADDITIONAL ASSIGNMENT OBJECTION, AS APPLICABLE, AND TO HAVE OTHERWISE CONSENTED TO THE ASSUMPTION AND ASSIGNMENT, OR SALE AND TRANSFER, OF THE DEBTOR'S RIGHT, TITLE AND INTEREST IN, TO AND UNDER, SUCH TRANSFERRED CONTRACT ON THE TERMS SET FORTH IN THIS ASSIGNMENT NOTICE AND THE PURCHASE AGREEMENT WITH THE SUCCESSFUL BIDDER, (II) YOU WILL HAVE CONSENTED TO THE ASSUMPTION AND ASSIGNMENT OF, OR SALE AND TRANSFER OF THE DEBTOR'S RIGHT, TITLE AND INTEREST IN, TO AND UNDER, YOUR TRANSFERRED CONTRACT, AS THE CASE MAY BE, WITHOUT THE NECESSITY OF OBTAINING ANY FURTHER ORDER OF THE BANKRUPTCY COURT AND (III) YOU WILL BE BARRED AND ESTOPPED FOREVER FROM ASSERTING OR CLAIMING AGAINST

THE DEBTOR, THE SUCCESSFUL BIDDER OR THE BACK-UP BIDDER THAT ANY ADDITIONAL CURE AMOUNTS ARE DUE OR DEFAULTS EXIST, OR CONDITIONS TO ASSUMPTION AND ASSIGNMENT, OR SALE AND TRANSFER, MUST BE SATISFIED, UNDER SUCH TRANSFERRED CONTRACT OR APPLICABLE LAW.

The Debtor's assumption and assignment, or sale and transfer, of a Transferred Contract is subject to approval by the Bankruptcy Court, and the closing of the Sale. If there is no closing, the Transferred Contracts shall neither be assumed nor assigned, and shall remain in all respects subject to assumption or rejection by the Debtor.

The inclusion of any contract or lease on the list of Transferred Contracts shall not constitute or be deemed to be a determination or admission by the Debtor or the Successful Bidder that such document is, in fact, an executory contract or unexpired lease within the meaning of the Bankruptcy Code, and all rights with respect thereto are expressly reserved. In addition, the Debtor reserves all of its rights, remedies and defenses with respect to any contract or lease set forth on the list of Transferred Contracts.

Any Assignment Objection, Adequate Protection Objection, or Additional Assignment Objection, as applicable, shall not constitute an objection to any of the other relief requested in the Sale Motion to be approved by the Sale Order (e.g., the sale of the Purchased Assets by the Debtor to the Successful Bidder free and clear of all Encumbrances other than Assumed Liabilities). Parties wishing to object to the other relief requested in the Sale Motion (excluding the relief granted pursuant to the Bidding Procedures Order) must timely file and serve a separate objection, stating with particularity such party's grounds for objection, in accordance with the objection procedures approved and set forth in the Bidding Procedures Order.

The dates set forth in this notice are subject to change, and further notice of such changes may not be provided except through announcements in open court and/or the filing of notices and/or amended agendas and/or in accordance with the Bidding Procedures Order. You are encouraged to monitor the electronic court docket.

This Notice is subject to the full terms and conditions of the Bidding Procedures and Bidding Procedures Order, which shall control in the event of any conflict. The Debtor encourages you and other parties in interest to review such documents in their entirety and consult an attorney if you have questions or want advice.

May 17, 2019
Wilmington, Delaware

MORRIS, NICHOLS, ARSHT & TUNNELL LLP

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Schedule 1
(Assignment and Rejection Notice)

Transferred Contracts

Achaogen, Inc.

Case No. 19-10844 (BLS)

Contract Schedule

Schedule is organized in order of cure amount and then parties with a $0 cure amount are listed in alphabetical order.

#	Contract Counterparty	Contract/Lease Title	Contract Date	Cure Amount (5.10.19)	Address 1	Address 2	City	State	Zip
645	University of Houston	University of Houston, Material Transfer Agreement	11/2/2018	$0	-		-	-	-
646	University of Kentucky	University of Kentucky (Burgess), Material Transfer Agreement	6/27/2018	$0	-		-	-	-
647	University of South Florida Board of Trustees	University of South Florida Board of Trustees, Material Transfer Agreement	3/5/2018	$0	3702 Spectrum Blvd, Suite 165		Tampa	FI	33612
648	Validated Cloud Inc.	Validated Cloud, Order Form #20171221-00	-	$0	330 Bear Hill Road, Ste 205		Waltham	MA	02451
649	Veeva System, Inc.	Order Form (Vault Renewal 2018)	6/1/2018	$0	4280 Hacienda Drive		Pleasanton	CA	94588
650	Veeva System, Inc.	Veeva Systems, Inc.CRM (AGR10548)	3/17/2019	$0	4280 Hacienda Drive		Pleasanton	CA	94588
651	Veeva System, Inc.	Veeva ETMF 120 Archive Sites	1/1/2019	$0	4280 Hacienda Drive		Pleasanton	CA	94588
652	Veeva System, Inc.	SOW Managed Services	5/7/2018	$0	4280 Hacienda Drive		Pleasanton	CA	94588
653	Veeva System, Inc.	Statement of Work (eTMF)	6/22/2018	$0	4280 Hacienda Drive		Pleasanton	CA	94588
654	Venture Technologies	Consulting Agreement and Exhibit A Fully Paid license renewal on 11/22/19	11/22/2016	$0	Dept 2357 PO Box 11407		Birmingham	AL	35246
655	Venture Technologies	Credit Application	11/22/2016	$0	Dept 2357 PO Box 11407		Birmingham	AL	35246
656	Veolia ES Technical Solutions	Zeryn Sarpangal-veolia_decon _lab pack 3.7.19 (agr10540) (corrected version)_docusigned	3/13/2019	$0	1125 Hensley St		Richmond	CA	94801
657	Vertical Ergonomics	Vertical Ergonomics, Consulting Agreement Exhibit A Amendment 1	9/28/2018	$0	476 Ridgecrest Circle		Livermore	CA	94551
658	Viva Biotech (Shanghai) Ltd	Viva Biotech (Shanghai), Master Services Agreement	6/7/2018	$0	334 Aidisheng Rd. High-Tech Park		Zhangjiang	China	201203
659	Wemberly Scientific, Inc.	Wemberly Scientific, Inc., Consulting Agreement	1/1/2014	$0	-		-	-	-
660	Workday, Inc.	MSA Order Form 00131021.0	9/15/2017	$0	6230 Stoneridge Mall Rd		Pleasanton	CA	94588
661	Workday, Inc.	Change Order	5/11/2018	$0	6230 Stoneridge Mall Rd		Pleasanton	CA	94588
662	Workday, Inc.	Change Order Go Live Extension	2/13/2018	$0	6230 Stoneridge Mall Rd		Pleasanton	CA	94588
663	Workday, Inc.	Change Order Add'l Scope	2/9/2018	$0	6230 Stoneridge Mall Rd		Pleasanton	CA	94588
664	Xtelesis Corporation	Xtelesis Corporation (VOIP)	10/11/2017	$0	PO Box 712269		Cottonwood Heights	UT	84171
665	Xtelesis Corporation	Quote	12/21/2017	$0	PO Box 712269		Cottonwood Heights	UT	84171
666	Yogesh Sanghvi	Yogesh Sanghvi, Consulting Agreement	1/2/2018	$0	2802 Crystal Ridge Road		Encinitas	CA	92024
667	Zendesk, Inc.	Zendesk, 2018 Renewal	12/9/2018	$0	1019 Market St		San Francisco	CA	94103

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EXHIBIT B

ENVIRONMENTAL SERVICES AGREEMENT (*modified)

This Services Agreement ("Agreement"), which includes any exhibits attached to it, is made as of the date shown below between **Achaogen, Inc.**, with offices at One Tower Place, Suite 300, South San Francisco, CA 94080 ("you", "your") and Veolia ES Technical Solutions, L.L.C., with offices at 3707 Spinnaker Court, Fremont, CA 94538 ("we", "us", our").

1. **SERVICES PROVIDED.** We will provide you with analytical, collection, management, transportation, disposal and/or recycling services for your waste materials ("Waste Material(s)") described in Waste Profile Sheets ("Profile Sheet(s)"). In addition, we agree that, when you seek the services of a company affiliated with us, we will arrange for that affiliated company to provide those services under the terms and conditions of this Agreement, so long as the affiliated company agrees to be bound by those same terms and conditions. You warrant that the Profile Sheet will contain a true and correct description of your Waste Material and that such Waste Material will conform to this description. In the case of Universal Wastes (as defined by 40 CFR 273.9), you must provide us with an accurate piece count for each of the items being shipped to us (lamps, bulbs, monitors, etc.). In the absence of the piece count on the shipping documents, the piece count made by us at the receiving facility shall be conclusive and final.

In the case of shipments of Universal Waste, we are authorized and hold the requisite permits to receive such Universal Waste at the facilities that will receive Universal Waste from you, all in conformance with 40 CFR 273.18(d), 40 CFR 273.38(d), and 40 CFR 264.12(b).

If your Waste Material does not conform to the descriptions in the Profile Sheet ("Non-conforming Waste"), we can, at our option, return it to you or require you to remove and dispose of the Non-conforming Waste at your expense, and reimburse us for any expenses we have incurred. In the event we perform services on your premises, you will provide us with a safe workplace, and if we request that work areas be secured, you will be solely responsible for securing such work areas and for preventing anyone other than our personnel from entering the designated work areas.

If you package waste for shipment to us, you shall package such waste in accordance with U.S. Department of Transportation and all other applicable federal, state and local statutes, ordinances, laws, orders, rules and regulations.

2. INDEMNIFICATION. We agree to indemnify, defend and save you harmless from and against any and all losses and liabilities which you incur or may be responsible for or pay out as a result of bodily injuries (including death), property damage, or any violation or alleged violation of law, (1) to the extent caused by our breach of this Agreement or any negligent act, negligent omission or willful misconduct of us, our employees, agents, contractors or anyone acting on our behalf, which occurs during the management, collection or transportation of your Waste Materials, or (2) as a result of the disposal of your Waste Materials in a facility owned by us or our affiliated companies, provided that, with regard to both (1) and (2) above, our indemnification obligations will not apply to occurrences involving Non-conforming Waste. You agree to indemnify, defend and save us harmless from and against any and all losses and liabilities which we may incur or be responsible for or pay out as a result of bodily injuries (including death), property damage, or any violation or alleged violation of law to the extent caused by your breach of this Agreement or by any negligent act, negligent omission or willful misconduct of you, your employees, agents, contractors or anyone acting on your behalf in the performance of this Agreement.

*3. **FEES.** You agree to pay us the fees set forth in Exhibit A or in any pricing document either signed by or otherwise consented to by the parties relating to the work performed by us under this Agreement within 30 days from the date of our invoice. This pricing document may include a fuel surcharge based on a nationally-recognized fuel pricing index. You agree to pay interest on any past due amounts at 1% per month or the maximum rate allowed by law, whichever is less. We may increase our fees from time to time to reflect changes in regulations, taxes, the CPI, disposal fees and fuel prices, plus a reasonable margin. Subject to your approval, the fees may be adjusted for other reasons. We will notify you in writing of fee increases before they go into effect. You can accept fee increases verbally, in writing or by your actions, such as your request for services under this Agreement after being notified of a fee increase. You and we agree that changes to the initial scope of services are best made in writing. However, the parties acknowledge that there may be circumstances when a written change order may not be sensible or possible. If you or your representative (whom we

believe in good faith is authorized by you) verbally requests us to perform services which are not part of the initial scope of Services and we agree verbally to perform those additional services, you agree that the request and our acceptance will constitute a change order and the fees shall be adjusted accordingly. You and we agree that, as soon as convenient thereafter, the parties will put the verbal change order in writing, to be signed by the parties. New customers of our Electronics Recycling division placing orders under $300USD shall pay by credit card. To the extent allowed by law, payments made by credit card that exceed Five Thousand Dollars ($5,000.00) will be assessed a 3.5% processing fee.

4. **TERM.** The term of this Agreement will be for one year from the date below, and will be automatically renewed for successive one-year terms. Either of us may terminate the Agreement by giving the other 30 days' written notice of termination.

*5. **CONFIDENTIALITY.** "Confidential Information" means all information or know-how, and any tangible embodiments thereof, provided by or on behalf of one party to the other party, either in connection with the discussions and negotiations pertaining to any project pursuant to this Agreement, whether in graphic, written, electronic or oral form, identified at the time of disclosure as confidential, or which by its context would reasonably be deemed to be confidential. Confidential Information may include, without limitation, data, knowledge, lists, schedules, practices, processes, ideas, research plans, engineering designs and drawings, research data, research materials, manufacturing processes and techniques, scientific, manufacturing, marketing and business plans, and financial and personnel matters relating to the disclosing party or to its present or future products, sales, suppliers, customers, employees, investors or business. Unless otherwise agreed by the parties, the existence of discussions and negotiations pertaining to this Agreement and of this Agreement and any associated projects, are Confidential Information. Notwithstanding the foregoing, information or know-how of a Party will not be deemed Confidential Information of such party for purposes of this Agreement if such information or know-how: (i) was lawfully known to the receiving party, other than under an obligation of confidentiality or non-use, at the time of disclosure to such receiving party; (ii) was generally available or known to parties reasonably skilled in the field to which such information or know-how pertains, or was otherwise part of the public domain, at the time of its disclosure to such receiving party; (iii) became generally available or known to parties reasonably skilled in the field to which such information or know-how pertains, or otherwise became part of the public domain, after its disclosure to such receiving party through no activity or omission on the part of the receiving party; (iv) was disclosed to such receiving party, other than under an obligation of confidentiality or non-use, by a third party who had no obligation to the disclosing party not to disclose such information to others; or (v) was independently discovered or developed by such receiving party, as evidenced by their written records created contemporaneous with the time of such independent discovery or development, without the use of or reference to the Confidential Information belonging to the disclosing party and prior to any subsequent disclosure by the receiving party. Each party acknowledges the proprietary nature of Confidential Information and agrees that each party's Confidential Information shall remain the sole and exclusive property of the disclosing party. Accordingly, each party agrees, at a minimum, to apply such protections to the disclosing party's Confidential Information as the receiving party applies to its own Confidential Information, and to limit the reproduction, disclosure, distribution, release, transfer, or use of the other party's Confidential Information to the minimum necessary to fulfill performance obligations to the disclosing party pursuant to this Agreement. Each party may disclose Confidential Information of the other party to the extent that such disclosure is required to be disclosed by law or regulation, administrative or judicial order; provided, however, that in each case such party will first have given prompt notice to such other party and given such other party a reasonable opportunity to take appropriate action to limit disclosure; provided, further, that in each case, the Confidential Information disclosed in response to such requirement will be limited to that information that is legally required to be disclosed in response, as determined in good faith by counsel to the party that is obligated to disclose Confidential Information. Each party acknowledges and agrees that any breach of this Article 5 of this Agreement by either Party, including, without limitation, actual or threatened disclosure or transfer of the other party's Confidential Information, could cause the non-breaching Party to suffer irreparable harm, for which no remedy at law would afford appropriate compensation. Accordingly, each party hereby agrees that the non-breaching party shall be entitled to seek an injunction and/or specific performance of the breaching party's obligation under this Agreement as well as such further equitable or legal relief as may be granted by a court of competent jurisdiction. The parties' obligations under this section shall survive for a five (5) year period following the expiration or termination of this Agreement.

*6. **AUDIT AND RECORD RETENTION.** We shall maintain and you, or your authorized representative, shall have the right, at your expense, to audit all our Records related to this Agreement, with the exception of any proprietary

information. This right shall include a right to inspect at all reasonable times of our facilities engaged in performing this Agreement. As used in this Agreement, "Records" includes books, records, ledgers, laboratory notebooks, data logs, documents, procedures and practices, and other data, as well as items pertinent to quality assurance and control including, but not limited to, standard operating procedures, regardless of type and regardless of whether such items are in written form, in the form of computer data, or in any other form. You or your representative shall provide a minimum of two (2) weeks prior notice before an audit or inspection at our site, and shall not conduct an audit or inspection at our site more than once in any six (6) month period, unless material defects are discovered during the initial examination, in which case a follow-up audit may be scheduled within the six (6) month time frame to resolve any material defect. For purposes of this Agreement, a "Material Defect" shall include cost accounting inaccuracies of greater than or equal to five percent (5%) of the total amount paid by you under this Agreement. We shall retain Records for the longer of three (3) years after final payment, or for any longer period required by statute, regulation or administrative order. In the event you utilize the services of a third party auditor to perform any of the inspection and/or audit activities, such auditor shall be required to sign a reasonable confidentiality agreement, similar in terms to those contained herein.

7. MISCELLANEOUS. This Agreement will be governed by the laws of the state in which services are performed, and is binding on the successors and assigns of both of us. The warranties and indemnification made by each of us will survive termination of this Agreement. Both parties expressly stipulate that, to the extent allowed by law, any documents contemplated pursuant to this Agreement may be executed and become effective by affixing an electronic signature in the appropriate location and transmitting such electronically signed document to the other party. Such electronic signature shall be deemed to be an original signature and any document bearing an electronic signature shall be deemed to be a valid document bearing a signature affixed by hand.

The prevailing party will be entitled to reasonable attorneys' fees and court costs in any legal action relating to this Agreement which may arise between the parties. This Agreement supersedes any prior Agreements between us for locations and services covered by this Agreement, except for prior indemnifications and warranties. In the event of a conflict between the terms and conditions appearing on your purchase orders or other form order documents, this Agreement shall govern.

*During the term of this Agreement and for one year thereafter, each party agrees to refrain from actively recruiting employees of the other party who are involved in the performance of Services hereunder.

IN NO EVENT SHALL EITHER PARTY BE RESPONSIBLE TO THE OTHER FOR CONSEQUENTIAL, INCIDENTAL, INDIRECT, SPECIAL OR PUNITIVE DAMAGES IN CONNECTION WITH THIS AGREEMENT, WHETHER BASED IN CONTRACT, TORT, STRICT LIABILITY, STATUTE OR OTHERWISE.

Notwithstanding anything to the contrary in this Agreement, our aggregate liability arising out of services provided hereunder, other than for transportation Services provided by us or for storage, treatment and/or disposal Services provided by us at our locations, shall not exceed the greater of the aggregate fees paid in any calendar year hereunder or one million dollars ($ 1,000,000).

*We each represent and warrant to the other that: (a) this Agreement is a legal and valid obligation binding upon such party and is enforceable in accordance with its terms; (b) such party is duly organized and validly existing under the laws of the state of its incorporation; (c) such party is duly authorized to execute and deliver this Agreement on its behalf and has taken all corporate actions required to establish such authority; and (d) the execution, delivery and performance of this Agreement by such party does not conflict with any other agreement, law, regulation, or order of any court, governmental body or administrative or other agency having authority over it. We further represent and warrant to you that: (a) we shall perform this Agreement in a professional manner with personnel of appropriate training and skills, operating in accordance with the highest standards in our industry, and in compliance with all applicable federal, state and local laws and regulations; and (b) we shall not bring to you or use in the performance of this Agreement or the creation of any work or product delivered to you any materials, information or technology belonging to any third party except to the extent we are lawfully permitted to do so for the benefit of you.

IN WITNESS WHEREOF, this Agreement has been signed by the authorized representatives of the parties.

CUSTOMER

Signature: DocuSigned by: Tobin Schilke 0B3B72AE8434471 Date: 5/1/2018

Name: Tobin Schilke

CFO

VEOLIA ES TECHNICAL SOLUTIONS, L.L.C.

Signature: DocuSigned by: [illegible] 2725B3AB7D3244E Date: 5/2/2018 | 4:51 AM

Name: John Flaminio

EXHIBIT A
(Insert or Attach Pricing Document for Customer)

Veolia North America – Industrial Business
3797 Spinnaker Court
Fremont, CA 94538
T:408-421-1303 (F: (510) 656-4926
Vinnie Kalsi, Account Manager
Vinnie.Kalsi@veolia.com

February 22, 2018

Matt Lawler
Achaogen, Inc.
One Tower Place, Suite 300
South San Francisco, CA 94080

Re: Onsite Services

Dear Mr. Lawler:

Veolia ES Technical Solutions, L.L.C. (VES) appreciates the opportunity to provide ACHAOGEN with this comprehensive proposal for your consideration and acceptance. This quote is based upon the information you have provided. This is a time- and- materials quote and the invoice will reflect actual labor hours required and supplies used. This quote is valid for thirty (30) days.

Based upon our understanding of the scope of work as presented by Achaogen, Inc., the following is a summary of the proposed Veolia products and services:

Scope of Work

This quotation includes the following activities:

1. Onsite services for 3 days/week-4 hours each day in the afternoons.
2. Veolia onsite Technician tasks include:

- **Waste Pickup in the laboratories**
  - **1..1. Check the hazardous waste liquid levels for all hazardous waste**
    - **1..1.1. Check the satellite accumulation dates on the containers.**
    - **1..1.2. When containers are full, transfer them down to 2nd floor hazardous waste accumulation storage area.**
    - **1..1.3. Print the correct labeling with satellite accumulation for replacement containers and take them back to the labs.**
    - **1..1.4. Remove all labeling from empty waste containers.**
  - **1..2. Check hazardous debris containers/drums and liquid vials waste can/drum waste streams**
    - **1..2.1. Check satellite accumulation dates on the containers.**
    - **1..2.2. Check levels and schedule pickups when full.**
    - **1..2.3. Transfer bags until 55 gallon drum(s), replace bags and label with new satellite date and reline containers with new drum liners.**
    - **1..2.4. Label 55 gallon drum(s) with correct 90 day storage date for storage.**
  - **1..3. Check for lab pack hazardous waste**
    - **1..3.1. Check for deplete chemicals ready for disposal from the various laboratories and/or check with EHS for work request for pickups**
    - **1..3.2. Take down chemicals to 2nd floor hazardous waste accumulation storage area for segregation, label secondary containment trays with hazardous waste labels and storage chemicals in yellow cabinets for future disposal.**

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Fremont, CA 94538
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Vinnie Kalsi, Account Manager
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1..4. Check work request system for chemical waste pickups from lab personnel
- 1..4.1. Coordinate with lab personnel to collect lab pack quantity or non-standard waste stream containers.
- 1..4.2. Scan chemical waste containers out of inventory system.
- 1..4.3. Label material and transfer to 2nd floor hazardous waste accumulation storage area.

1..5. 2nd floor hazardous waste accumulation storage area maintenance
- 1..5.1. Check for proper aisle space in hazardous waste room and hazardous waste labels are visible and easily accessed.
- 1..5.2. Check for Satellite and 90 day accumulation dates that well in compliance before waste needs to be removed offsite for disposal.
- 1..5.3. Get rid of any empty containers or debris that is generated by waste pickups or consolidation.

1..6. Inventory waste streams in 2nd floor hazardous waste accumulation storage area for schedule waste pickup with Veolia
- 1..6.1. Check all 90 days storage dates for disposal of hazardous waste
- 1..6.2. Inventory all waste streams.
- 1..6.3. Write email to Veolia (and cc Matt Lawler) and send over hazardous waste inventory before 3 p.m. on the day before schedule disposal pickup.

1..7. Chemical waste pickup with Veolia (once a month)
- 1..7.1. Assist with the preparing of shipment by identify containers to ship.
- 1..7.2. Assist with the movement of drum and other containers.
- 1..7.3. Put away new drums and supplies.

1..8. Biological waste
- 1..8.1. Check all biological waste drums in laboratory for removal from the laboratory
- 1..8.2. Transfer closed biological waste bags and/or closed biological sharps containers to fill biological waste drums to be moved to the biological waste room.
- 1..8.3. Provide biological empty containers and line with red bag and replace containers that were full and moved to the biological waste room.
- 1..8.4. Full biological waste containers stored in the biological waste room need to have liners removed from the outside of the container. Drum need to be placed against the wall stacked two high and have lift handles facing out. Check that lids are closed tightly on full drum and place in front of the room while placing empties toward the back.
- 1..8.5. Contact Matt Lawler for Manifest sign-off.

- Hazardous materials management and distribution

1..1. Chemical Put Away
- 1..1.1. Check chemicals and sort by hazardous class segregation.
- 1..1.2. Scan and transfer chemicals from laboratories to chemical storage room in inventory system.

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1..2. New Stocked Chemicals
- 1..2.1. Check chemical levels in laboratories and check work request for large stock chemicals needed.
- 1..2.2. Transfer chemicals from 2nd floor chemical storage rooms up to chemical storage cabinets in the laboratories.

1..3. Empty chemical bottles
- 1..3.1. Collect empty chemical bottles from the various labs.
  - 1..3.1.1. Make sure chemical bottles have been emptied, defaced and the works "empty" written on the bottles.
- 1..3.2. Scan bottles out of inventory system if necessary.
- 1..3.3. Bag empty bottles into clear drum liners (4 x 4 liter bottles maximum) and schedule pickup with janitorial services.

- Safety equipment and inspections

1..1. Check spill bucket kits
- 1..1.1. Check spill buckets for absorbent pad and that tamper tape has not been broken.
- 1..1.2. Replace absorbent pads from used spill buckets and place new tamper tape on lids.

1..2. Safety Shower/Eyewash Monthly Inspections
- 1..2.1. Flush safety showers/eyewash stations for at least 10 seconds into collection drum.
- 1..2.2. Check that shower head and eye wash cups are not clogged or cracked.
- 1..2.3. Sign monthly inspection card.

1..3. Fire Extinguisher Monthly Inspections
- 1..3.1. Fire extinguisher unobstructed and accessible
- 1..3.2. Hung on a bracket
- 1..3.3. Operating instructions on nameplate legible
- 1..3.4. Nozzle (hose) intact
- 1..3.5. Nozzle (hose) free and clear of debris
- 1..3.6. Pin intact
- 1..3.7. Anti-tamper (plastic) seal intact
- 1..3.8. Gauge show in the green – fully charged
- 1..3.9. Service company tag attached, signed and dated (annual)
- 1..3.10. Punch monthly inspection tag

Miscellaneous Conditions

All work performed will be in strict compliance with all federal, state and local regulations and laws. Any additional services performed at the request of the customer, not listed contractually, will be noted on a Service Change Order or Activity Report. For any services or waste materials to be managed under this or future projects that have not been previously quoted or priced and agreed to will be subject to Veolia's standard gate rate pricing.

Specific Quote Term

If a Purchase Order Number must be referenced for invoice payment, please include this information with your acceptance signature. Veolia Payment Terms of Net thirty (30) days supersedes all payment terms as listed on customer's issued purchase order.

Veolia North America – Industrial Business
3797 Spinnaker Court
Fremont, CA 94538
T:408-421-1303 (F: (510) 656-4926
Vinnie Kalsi, Account Manager
Vinnie.Kalsi@veolia.com

To schedule a service date, please sign and return a copy of this letter via facsimile to (510) 656-4926, Attention: Vinnie Kalsi; via e-mail: Vinnie.Kalsi@Veolia.com

If you require additional time for evaluation or have any questions regarding the above, please feel free to call.

VEOLIA

Veolia North America – Industrial Business
3797 Spinnaker Court
Fremont, CA 94538
T:408-421-1303 (F: (510) 656-4926
Vinnie Kalsi, Account Manager
Vinnie.Kalsi@veolia.com

Exhibit A-Pricing

		Quantity	Unit	Rate	Comments
Manpower:					
	Field Technician	Per	hour	$55.00	3 days per week x 4 hours per day-afternoons
Materials/Equipment:					
	Service Vehicle	Per	visit	$85.00	

EXHIBIT C

Case 19-10844-BLS Doc 228-3 Filed 05/30/19 Page 2 of 2

S T A T E M E N T

VEOLIA ES TECHNICAL SOLUTIONS
PO BOX 73709
CHICAGO ILL
60673-7709
973 691 3988

Account Number	Statement Date	Page
001AR-567428	5/29/2019	1

Account Number	Statement Date	Page
001AR-567428	5/29/2019	1

ACHAOGEN, INC.
1 TOWER PLACE
SUITE #300
SOUTH SAN FRANCI CA 94080

Please Remit Payment to:

VEOLIA ES TECHNICAL SOLUTIONS
P.O. BOX 73709
CHICAGO IL 60673-7709

	Obligation ID	Date	Due Date	Purchase Order	Obligation Amount
I	902460857	1/29/2019	2/28/2019	AGP104176	3079.30
I	902460858	1/29/2019	2/28/2019	AGP104176	4071.15
I	904869755	2/26/2019	3/28/2019	AGP104176	3099.96
I	907383068	3/27/2019	4/26/2019	AGP105636	5528.43
I	907383485	3/27/2019	4/26/2019	AGP105636	23046.39
I	907384056	3/27/2019	4/26/2019	AGP105636	40354.21
I	908665797	4/11/2019	5/11/2019	9640	3707.91
I	908665970	4/11/2019	5/11/2019	AGP105636	8955.94
I	908666238	4/11/2019	5/11/2019	AGP105605	3174.70
I	909883385	4/26/2019	5/26/2019	9640	276.39
I	909870373	4/26/2019	5/26/2019	AGP104176	5428.20

Obligation ID	Date	Amount
902460857	1/29/2019	3079.30
902460858	1/29/2019	4071.15
904869755	2/26/2019	3099.96
907383068	3/27/2019	5528.43
907383485	3/27/2019	23046.39
907384056	3/27/2019	40354.21
908665797	4/11/2019	3707.91
908665970	4/11/2019	8955.94
908666238	4/11/2019	3174.70
909883385	4/26/2019	276.39
909870373	4/26/2019	5428.20

Statement Balance 100722.58 Total Balance Due 100722.58

CURRENT	OVER 30	OVER 60	OVER 90	OVER 120	OVER 150
	21543.14	68929.03	10250.41		

Payable In USD
UNITED STATES DOLLARS

EXHIBIT D

VEOLIA
ENVIRONMENTAL
SERVICES
Technical Solutions

CUSTOMER INVOICE	
INVOICE DATE	INVOICE NUMBER
1/29/2019	902460857
Net 30 Days	

For Billing Inquiries
Call VINNIE KALSI at 1 (800) 325-2382

Customer No. 567428

BILL TO: ACHAOGEN, INC.
ACHAOGEN ACCOUNTS PAYABLE DEPT
1 TOWER PLACE STE 300
S SAN FRANCISCO, CA 94080
ACCOUNTS PAYABLE

Generator No. 567429

JOB SITE: ACHAOGEN, INC.
1 Tower Place
SUITE #300
SOUTH SAN FRANCISC, CA 94080
JACKY CHAN

MANIFEST NUMBERS:
A MISC31550610

CUSTOMER P.O. NUMBER	SERVICE DATE RANGE	TERR.
AGP104176	12/21/2018	C30

DESCRIPTION	UOM	QTY	UNIT PRICE	EXTENSION
Misc. ENERGY & SECURITY SURCHARGE	PERCNT	2,905.00	$0.06	$174.30
Manpwr. MOBILIZATION FEE	EACH	1.00@7.00	$85.00	$595.00
Manpwr. ONSITE SERVICE TECHNICIAN 12/5/18, 12/7/18, 12/12/18, 12/14/18, 12/17/18, 12/19/18, 12/21/18	HOUR	7.00@6.00	$55.00	$2,310.00
			TOTAL	$3,079.30

Veolia ES Technical Solutions LLC is permitted for and has capacity to accept waste listed above in container quantities.
ALL PAST DUE AMOUNTS WILL BEAR INTEREST AT 1.5% PER MONTH OR THE MAXIMUM RATE ALLOWED BY LAW, WHICHEVER IS LESS.

PLEASE REMIT TO: PO BOX 73709, CHICAGO, IL 60673-7709

VEOLIA
ENVIRONMENTAL
SERVICES
Technical Solutions

CUSTOMER INVOICE	
INVOICE DATE	INVOICE NUMBER
1/29/2019	902460858
Net 30 Days	

For Billing Inquiries
Call VINNIE KALSI at 1 (800) 325-2382

Customer No. 567428

BILL TO: ACHAOGEN, INC.
ACHAOGEN ACCOUNTS PAYABLE DEPT
1 TOWER PLACE STE 300
S SAN FRANCISCO, CA 94080
ACCOUNTS PAYABLE

Generator No. 567429

JOB SITE: ACHAOGEN, INC.
1 Tower Place
SUITE #300
SOUTH SAN FRANCISC, CA 94080
JACKY CHAN

MANIFEST NUMBERS:
A MISC31550580

CUSTOMER P.O. NUMBER	SERVICE DATE RANGE	TERR.
AGP104176	01/25/2019	C30

DESCRIPTION	UOM	QTY	UNIT PRICE	EXTENSION
Misc. ENERGY & SECURITY SURCHARGE	PERCNT	3,735.00	$0.09	$336.15
Manpwr. MOBILIZATION FEE	EACH	1.00@9.00	$85.00	$765.00
Manpwr. ONSITE SERVICE TECHNICIAN 1/7/19, 1/9/19, 1/11/19, 1/14/19, 1/16/19, 1/18/19, 1/21/19, 1/23/19, 1/25/19	HOUR	9.00@6.00	$55.00	$2,970.00
			TOTAL	$4,071.15

Veolia ES Technical Solutions LLC is permitted for and has capacity to accept waste listed above in container quantities.
ALL PAST DUE AMOUNTS WILL BEAR INTEREST AT 1.5% PER MONTH OR THE MAXIMUM RATE ALLOWED BY LAW, WHICHEVER IS LESS.

PLEASE REMIT TO: PO BOX 73709, CHICAGO, IL 60673-7709

VEOLIA
ENVIRONMENTAL
SERVICES
Technical Solutions

CUSTOMER INVOICE	
INVOICE DATE	INVOICE NUMBER
2/26/2019	904869755
Net 30 Days	

For Billing Inquiries
Call VINNIE KALSI at 1 (800) 325-2382

Customer No. 567428

BILL TO: ACHAOGEN, INC.
ACHAOGEN ACCOUNTS PAYABLE DEPT
1 TOWER PLACE STE 300
S SAN FRANCISCO, CA 94080
ACCOUNTS PAYABLE

Generator No. 567429

JOB SITE: ACHAOGEN, INC.
1 Tower Place
SUITE #300
SOUTH SAN FRANCISC, CA 94080
JACKY CHAN

MANIFEST NUMBERS:
A MISC31550560

CUSTOMER P.O. NUMBER	SERVICE DATE RANGE	TERR.
AGP104176	02/20/2019	C30

DESCRIPTION	UOM	QTY	UNIT PRICE	EXTENSION
Material 551H2-55 GAL OPEN HEAD POLY	EACH	5.00	$63.00	$315.00
Material 051H2 - 5 GAL WHITE POLY PAILS	EACH	3.00	$13.00	$39.00
Misc. ENERGY & SECURITY SURCHARGE	PERCNT	2,844.00	$0.09	$255.96
Manpwr. SERVICE VEHICLE CHARGE	EACH	1.00@6.00	$85.00	$510.00
Manpwr. ONSITE SERVICE TECHNICIAN	HOUR	6.00@6.00	$55.00	$1,980.00
2/4/19, 2/6/19, 2/8/19, 2/11/19, 2/13/19, 2/20/19				
			TOTAL	$3,099.96

Veolia ES Technical Solutions LLC is permitted for and has capacity to accept waste listed above in container quantities.
ALL PAST DUE AMOUNTS WILL BEAR INTEREST AT 1.5% PER MONTH OR THE MAXIMUM RATE ALLOWED BY LAW, WHICHEVER IS LESS.

PLEASE REMIT TO: PO BOX 73709, CHICAGO, IL 60673-7709

VEOLIA
ENVIRONMENTAL
SERVICES
Technical Solutions

CUSTOMER INVOICE	
INVOICE DATE	INVOICE NUMBER
3/27/2019	907383068
Net 30 Days	

For Billing Inquiries
Call VINNIE KALSI at 1 (800) 325-2382

Customer No. 567428

BILL TO: ACHAOGEN, INC.
ACHAOGEN ACCOUNTS PAYABLE DEPT
1 TOWER PLACE STE 300
S SAN FRANCISCO, CA 94080
ACCOUNTS PAYABLE

Generator No. 567429

JOB SITE: ACHAOGEN, INC.
1 Tower Place
SUITE #300
SOUTH SAN FRANCISC, CA 94080
JACKY CHAN

MANIFEST NUMBERS:
A 001517159VES

CUSTOMER P.O. NUMBER	SERVICE DATE RANGE	TERR.
AGP105636	03/15/2019	C30

	DESCRIPTION		UOM	QTY	UNIT PRICE	EXTENSION
110899	REPACK LABPACK CHEMICALS	OSC	051G	4.00	$109.00	$436.00
110899	REPACK LABPACK CHEMICALS	OSC	141G	1.00	$143.00	$143.00
110899	REPACK LABPACK CHEMICALS	OSC	301G	1.00	$283.50	$283.50
110899	REPACK LABPACK CHEMICALS	OSC	551H2	1.00	$520.00	$520.00
110899	REPACK LABPACK CHEMICALS	OSC	051G	1.00	$109.00	$109.00
110899	REPACK LABPACK CHEMICALS	OSC	051G	1.00	$109.00	$109.00
110899	REPACK LABPACK CHEMICALS	OSC	051G	3.00	$109.00	$327.00
110899	REPACK LABPACK CHEMICALS	OSC	051G	1.00	$109.00	$109.00
110899	REPACK LABPACK CHEMICALS	OSC	051G	1.00	$109.00	$109.00
110899	REPACK LABPACK CHEMICALS	OSC	051G	1.00	$109.00	$109.00
110899	REPACK LABPACK CHEMICALS	OSC	051G	1.00	$109.00	$109.00
110899	REPACK LABPACK CHEMICALS	OSC	051G	1.00	$109.00	$109.00
110899	REPACK LABPACK CHEMICALS	OSC	051H2	1.00	$109.00	$109.00
110899	REPACK LABPACK CHEMICALS	OSC	051G	1.00	$109.00	$109.00
110899	REPACK LABPACK CHEMICALS	OSC	051G	1.00	$109.00	$109.00
110899	REPACK LABPACK CHEMICALS	OSC	551H2	1.00	$520.00	$520.00
110899	REPACK LABPACK CHEMICALS	OSC	551G	1.00	$520.00	$520.00
Trans.	VEOLIA ES TECHNICAL SOLUTIONS	OSC	55 GAL	3.00	$52.00	$156.00
Trans.	VEOLIA ES TECHNICAL SOLUTIONS	OSC	5 GAL	17.00	$23.00	$391.00
Trans.	VEOLIA ES TECHNICAL SOLUTIONS	OSC	14 GAL	1.00	$34.00	$34.00
Trans.	VEOLIA ES TECHNICAL SOLUTIONS	OSC	30 GAL	1.00	$35.00	$35.00
Material	301G-ROUND 30 GAL FIBER DRUM (EACH)		EACH	1.00	$34.00	$34.00

** continued **

Veolia ES Technical Solutions LLC is permitted for and has capacity to accept waste listed above in container quantities.
ALL PAST DUE AMOUNTS WILL BEAR INTEREST AT 1.5% PER MONTH OR THE MAXIMUM RATE ALLOWED BY LAW, WHICHEVER IS LESS.

PLEASE REMIT TO: PO BOX 73709, CHICAGO, IL 60673-7709

VEOLIA
ENVIRONMENTAL
SERVICES
Technical Solutions

CUSTOMER INVOICE	
INVOICE DATE	INVOICE NUMBER
3/27/2019	907383068
Net 30 Days	

For Billing Inquiries
Call VINNIE KALSI at 1 (800) 325-2382

Customer No. 567428

BILL TO: ACHAOGEN, INC.
ACHAOGEN ACCOUNTS PAYABLE DEPT
1 TOWER PLACE STE 300
S SAN FRANCISCO, CA 94080
ACCOUNTS PAYABLE

Generator No. 567429

JOB SITE: ACHAOGEN, INC.
1 Tower Place
SUITE #300
SOUTH SAN FRANCISC, CA 94080
JACKY CHAN

MANIFEST NUMBERS:
A 001517159VES

CUSTOMER P.O. NUMBER	SERVICE DATE RANGE	TERR.
AGP105636	03/15/2019	C30

DESCRIPTION	UOM	QTY	UNIT PRICE	EXTENSION
Material 551G-55 GAL FIBER DRUM ROUND	EACH	1.00	$46.00	$46.00
Material 051H2 - 5 GAL WHITE POLY PAIL WITH SCREW	EACH	1.00	$13.00	$13.00
Material 551H2-55 GAL OPEN HEAD POLY	EACH	2.00	$63.00	$126.00
Material 051G - 5 GAL FIBER DRUM (EACH)	EACH	11.00	$11.00	$121.00
Material 141G - 14 GAL FIBER DRUM (EACH)	EACH	1.00	$14.00	$14.00
Misc. CITY OF AZUSA TAX	PERCNT	3,839.50	$0.02	$76.79
Misc. EPA E-MANIFEST FEE	EACH	1.00	$20.00	$20.00
Misc. ENERGY & SECURITY SURCHARGE	PERCNT	5,001.50	$0.09	$450.14
Manpwr. MOBILIZATION FEE	EACH	1.00@1.00	$172.00	$172.00
			TOTAL	$5,528.43

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VEOLIA
ENVIRONMENTAL
SERVICES
Technical Solutions

CUSTOMER INVOICE	
INVOICE DATE	INVOICE NUMBER
3/27/2019	907383485
Net 30 Days	

For Billing Inquiries
Call VINNIE KALSI at 1 (800) 325-2382
Customer No. 567428

BILL TO: ACHAOGEN, INC.
ACHAOGEN ACCOUNTS PAYABLE DEPT
1 TOWER PLACE STE 300
S SAN FRANCISCO, CA 94080
ACCOUNTS PAYABLE

Generator No. 567429

JOB SITE: ACHAOGEN, INC.
1 Tower Place
SUITE #300
SOUTH SAN FRANCISC, CA 94080
JACKY CHAN

MANIFEST NUMBERS:
A 001515483VES B 001515439VES C 001515487VES

CUSTOMER P.O. NUMBER	SERVICE DATE RANGE	TERR.
AGP105636	03/18/2019 thru 03/20/2019	C30

	DESCRIPTION		UOM	QTY	UNIT PRICE	EXTENSION
432447	CLEAN GLASSWARE & DEBRIS	USE	CYD11G	15.00	$328.00	$4,920.00
432447	CLEAN GLASSWARE & DEBRIS	USE	CYD11G	10.00	$328.00	$3,280.00
432447	CLEAN GLASSWARE & DEBRIS	USE	CYD11G	4.00	$328.00	$1,312.00
Trans.	VEOLIA ES TECHNICAL SOLUTIONS	USE	CYDBOX	29.00	$175.00	$5,075.00
Material	LEVEL "D"/DAY		DAY	3.00	$65.00	$195.00
Material	CYD11G-CUBIC YARD BOX W/LINER		EACH	15.00	$65.00	$975.00
Material	CYD11G-CUBIC YARD BOX W/LINER		EACH	4.00	$65.00	$260.00
Equip.	DECONTAMINATION PACKAGE		DAY	1.00	$250.00	$250.00
Misc.	CITY OF RICHMOND, CA FEE		EACH	1.00	$406.00	$406.00
Misc.	EPA E-MANIFEST FEE		EACH	3.00	$20.00	$60.00
Misc.	ENERGY & SECURITY SURCHARGE		PERCNT	20,771.00	$0.09	$1,869.39
Manpwr.	SERVICE VEHICLE CHARGE (EACH) 03/18/2019		EACH	1.00@1.00	$100.00	$100.00
Manpwr.	ENVIRONMENTAL SPECIALIST I 03/18/2019		HOUR	2.00@4.00	$60.00	$480.00
Manpwr.	PROJECT MANAGER 03/18/2019		HOUR	1.00@4.00	$80.00	$320.00
Manpwr.	SERVICE VEHICLE CHARGE (EACH) 03/19/2019		EACH	1.00@1.00	$100.00	$100.00

** continued **

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VEOLIA
ENVIRONMENTAL
SERVICES
Technical Solutions

CUSTOMER INVOICE	
INVOICE DATE	INVOICE NUMBER
3/27/2019	907383485
Net 30 Days	

For Billing Inquiries
Call VINNIE KALSI at 1 (800) 325-2382

Customer No. 567428

BILL TO: ACHAOGEN, INC.
ACHAOGEN ACCOUNTS PAYABLE DEPT
1 TOWER PLACE STE 300
S SAN FRANCISCO, CA 94080
ACCOUNTS PAYABLE

Generator No. 567429

JOB SITE: ACHAOGEN, INC.
1 Tower Place
SUITE #300
SOUTH SAN FRANCISC, CA 94080
JACKY CHAN

MANIFEST NUMBERS:
A 001515483VES B 001515439VES C 001515487VES

CUSTOMER P.O. NUMBER	SERVICE DATE RANGE	TERR.
AGP105636	03/18/2019 thru 03/20/2019	C30

DESCRIPTION	UOM	QTY	UNIT PRICE	EXTENSION
Manpwr. SERVICE VEHICLE CHARGE (EACH) 03/20/2019	EACH	1.00@1.00	$100.00	$100.00
Manpwr. ENVIRONMENTAL SPECIALIST I 03/19/2019	HOUR	2.00@8.00	$60.00	$960.00
Manpwr. ENVIRONMENTAL SPECIALIST I 03/20/2019	HOUR	2.00@7.00	$60.00	$840.00
Manpwr. PROJECT MANAGER 03/19/2019	HOUR	1.00@8.00	$80.00	$640.00
Manpwr. PROJECT MANAGER 03/20/2019	HOUR	1.00@7.00	$80.00	$560.00
Manpwr. MOBILIZATION FEE	EACH	1.00@2.00	$172.00	$344.00
			TOTAL	$23,046.39

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VEOLIA
ENVIRONMENTAL
SERVICES
Technical Solutions

CUSTOMER INVOICE	
INVOICE DATE	INVOICE NUMBER
3/27/2019	907384056
Net 30 Days	

For Billing Inquiries
Call VINNIE KALSI at 1 (800) 325-2382

Customer No. 567428

BILL TO: ACHAOGEN, INC.
ACHAOGEN ACCOUNTS PAYABLE DEPT
1 TOWER PLACE STE 300
S SAN FRANCISCO, CA 94080
ACCOUNTS PAYABLE

Generator No. 567429

JOB SITE: ACHAOGEN, INC.
1 Tower Place
SUITE #300
SOUTH SAN FRANCISC, CA 94080
JACKY CHAN

MANIFEST NUMBERS:
A 001515478VES B 001515477VES

CUSTOMER P.O. NUMBER	SERVICE DATE RANGE	TERR.
AGP105636	03/15/2019	C30

	DESCRIPTION		UOM	QTY	UNIT PRICE	EXTENSION
433263	NON-RCRA LOOSEPACK	USE	551H2	12.00	$257.00	$3,084.00
433263	NON-RCRA LOOSEPACK	USE	551G	1.00	$257.00	$257.00
432560	USED AND UNUSED GLASSWARE & DEBRIS	PTA	MIN	3.00	$285.00	$855.00
433570	FLAMMABLE LOOSEPACK	PTA	LB	1,800.00	$1.35	$2,430.00
110899	REPACK LABPACK CHEMICALS	OSC	014G	1.00	$109.00	$109.00
110899	REPACK LABPACK CHEMICALS	OSC	014G	1.00	$109.00	$109.00
110899	REPACK LABPACK CHEMICALS	OSC	014G	1.00	$109.00	$109.00
110899	REPACK LABPACK CHEMICALS	OSC	014G	1.00	$109.00	$109.00
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110899	REPACK LABPACK CHEMICALS	OSC	014G	1.00	$109.00	$109.00
110899	REPACK LABPACK CHEMICALS	OSC	014G	1.00	$109.00	$109.00
110899	REPACK LABPACK CHEMICALS	OSC	014G	1.00	$109.00	$109.00

** continued **

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VEOLIA
ENVIRONMENTAL
SERVICES
Technical Solutions

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INVOICE DATE	INVOICE NUMBER
3/27/2019	907384056
Net 30 Days	

For Billing Inquiries
Call VINNIE KALSI at 1 (800) 325-2382

Customer No. 567428

BILL TO: ACHAOGEN, INC.
ACHAOGEN ACCOUNTS PAYABLE DEPT
1 TOWER PLACE STE 300
S SAN FRANCISCO, CA 94080
ACCOUNTS PAYABLE

Generator No. 567429

JOB SITE: ACHAOGEN, INC.
1 Tower Place
SUITE #300
SOUTH SAN FRANCISC, CA 94080
JACKY CHAN

MANIFEST NUMBERS:
A 001515478VES B 001515477VES

CUSTOMER P.O. NUMBER	SERVICE DATE RANGE	TERR.
AGP105636	03/15/2019	C30

	DESCRIPTION		UOM	QTY	UNIT PRICE	EXTENSION
110899	REPACK LABPACK CHEMICALS	OSC	014G	1.00	$109.00	$109.00
110899	REPACK LABPACK CHEMICALS	OSC	014G	1.00	$109.00	$109.00
110899	REPACK LABPACK CHEMICALS	OSC	014G	1.00	$109.00	$109.00
110899	REPACK LABPACK CHEMICALS	OSC	014G	1.00	$109.00	$109.00
110899	REPACK LABPACK CHEMICALS	OSC	014G	1.00	$109.00	$109.00
110899	REPACK LABPACK CHEMICALS	OSC	014G	1.00	$109.00	$109.00
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110899	REPACK LABPACK CHEMICALS	OSC	014G	1.00	$109.00	$109.00
110899	REPACK LABPACK CHEMICALS	OSC	014G	1.00	$109.00	$109.00
110899	REPACK LABPACK CHEMICALS	OSC	014G	1.00	$109.00	$109.00
110899	REPACK LABPACK CHEMICALS	OSC	014G	1.00	$109.00	$109.00
110899	REPACK LABPACK CHEMICALS	OSC	201G	1.00	$143.00	$143.00
110899	REPACK LABPACK CHEMICALS	OSC	551G	1.00	$520.00	$520.00

** continued **

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VEOLIA
ENVIRONMENTAL
SERVICES
Technical Solutions

CUSTOMER INVOICE	
INVOICE DATE	INVOICE NUMBER
3/27/2019	907384056
Net 30 Days	

For Billing Inquiries
Call VINNIE KALSI at 1 (800) 325-2382

Customer No. 567428

BILL TO: ACHAOGEN, INC.
ACHAOGEN ACCOUNTS PAYABLE DEPT
1 TOWER PLACE STE 300
S SAN FRANCISCO, CA 94080
ACCOUNTS PAYABLE

Generator No. 567429

JOB SITE: ACHAOGEN, INC.
1 Tower Place
SUITE #300
SOUTH SAN FRANCISC, CA 94080
JACKY CHAN

MANIFEST NUMBERS:
A 001515478VES B 001515477VES

CUSTOMER P.O. NUMBER	SERVICE DATE RANGE	TERR.
AGP105636	03/15/2019	C30

	DESCRIPTION		UOM	QTY	UNIT PRICE	EXTENSION
110899	REPACK LABPACK CHEMICALS	OSC	551G	1.00	$520.00	$520.00
110899	REPACK LABPACK CHEMICALS	OSC	014G	1.00	$109.00	$109.00
110899	REPACK LABPACK CHEMICALS	OSC	014G	1.00	$109.00	$109.00
110899	REPACK LABPACK CHEMICALS	OSC	014G	1.00	$109.00	$109.00
110899	REPACK LABPACK CHEMICALS	OSC	051G	1.00	$109.00	$109.00
110899	REPACK LABPACK CHEMICALS	OSC	051G	1.00	$109.00	$109.00
110899	REPACK LABPACK CHEMICALS	OSC	051G	1.00	$109.00	$109.00
110899	REPACK LABPACK CHEMICALS	OSC	051G	1.00	$109.00	$109.00
110899	REPACK LABPACK CHEMICALS	OSC	051G	1.00	$109.00	$109.00
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110899	REPACK LABPACK CHEMICALS	OSC	014G	1.00	$109.00	$109.00
110899	REPACK LABPACK CHEMICALS	OSC	051G	1.00	$109.00	$109.00
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110899	REPACK LABPACK CHEMICALS	OSC	051G	1.00	$109.00	$109.00
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110899	REPACK LABPACK CHEMICALS	OSC	051G	1.00	$109.00	$109.00
110899	REPACK LABPACK CHEMICALS	OSC	051G	1.00	$109.00	$109.00

** continued **

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VEOLIA
ENVIRONMENTAL
SERVICES
Technical Solutions

CUSTOMER INVOICE	
INVOICE DATE	INVOICE NUMBER
3/27/2019	907384056
Net 30 Days	

For Billing Inquiries
Call VINNIE KALSI at 1 (800) 325-2382

Customer No. 567428

BILL TO: ACHAOGEN, INC.
ACHAOGEN ACCOUNTS PAYABLE DEPT
1 TOWER PLACE STE 300
S SAN FRANCISCO, CA 94080
ACCOUNTS PAYABLE

Generator No. 567429

JOB SITE: ACHAOGEN, INC.
1 Tower Place
SUITE #300
SOUTH SAN FRANCISC, CA 94080
JACKY CHAN

MANIFEST NUMBERS:
A 001515478VES B 001515477VES

CUSTOMER P.O. NUMBER	SERVICE DATE RANGE	TERR.
AGP105636	03/15/2019	C30

	DESCRIPTION		UOM	QTY	UNIT PRICE	EXTENSION
110899	REPACK LABPACK CHEMICALS	OSC	051G	1.00	$109.00	$109.00
110899	REPACK LABPACK CHEMICALS	OSC	551H2	1.00	$520.00	$520.00
Trans.	VEOLIA ES TECHNICAL SOLUTIONS	OSC	014G	46.00	$23.00	$1,058.00
Trans.	VEOLIA ES TECHNICAL SOLUTIONS	OSC	5 GAL	20.00	$23.00	$460.00
Trans.	VEOLIA ES TECHNICAL SOLUTIONS	OSC	20 GAL	1.00	$34.00	$34.00
Trans.	VEOLIA ES TECHNICAL SOLUTIONS	OSC	55 GAL	3.00	$52.00	$156.00
Trans.	VEOLIA ES TECHNICAL SOLUTIONS	PTA	55 GAL	9.00	$52.00	$468.00
Trans.	VEOLIA ES TECHNICAL SOLUTIONS	USE	55 GAL	13.00	$52.00	$676.00
Material	551G-55 GAL FIBER DRUM ROUND		EACH	5.00	$46.00	$230.00
Material	VERMICULITE, 4 CUFT BAG		EACH	36.00	$23.00	$828.00
Material	014G DOT-EXEMPT POISON PACK		EACH	46.00	$21.00	$966.00
Material	051G - 5 GAL FIBER DRUM		EACH	31.00	$11.00	$341.00
Material	051H2 - 5 GAL WHITE POLY PAILS		EACH	1.00	$13.00	$13.00
Material	201G - 20 GAL FIBER DRUM		EACH	1.00	$26.00	$26.00
Material	301G-ROUND 30 GAL FIBER DRUM		EACH	1.00	$34.00	$34.00
Material	551H2-55 GAL OPEN HEAD POLY		EACH	24.00	$63.00	$1,512.00
Misc.	ENERGY & SECURITY SURCHARGE		PERCNT	36,763.00	$0.09	$3,308.67
Misc.	EPA E-MANIFEST FEE		EACH	2.00	$20.00	$40.00
Misc.	JOB PREPARATION FEE		PROJCT	1.00	$250.00	$250.00
HASP II						
Misc.	CITY OF AZUSA TAX		PERCNT	11,327.00	$0.02	$226.54

** continued **

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Technical Solutions

CUSTOMER INVOICE	
INVOICE DATE	INVOICE NUMBER
3/27/2019	907384056
Net 30 Days	

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Call VINNIE KALSI at 1 (800) 325-2382

Customer No. 567428

BILL TO: ACHAOGEN, INC.
ACHAOGEN ACCOUNTS PAYABLE DEPT
1 TOWER PLACE STE 300
S SAN FRANCISCO, CA 94080
ACCOUNTS PAYABLE

Generator No. 567429

JOB SITE: ACHAOGEN, INC.
1 Tower Place
SUITE #300
SOUTH SAN FRANCISC, CA 94080
JACKY CHAN

MANIFEST NUMBERS:
A 001515478VES B 001515477VES

CUSTOMER P.O. NUMBER	SERVICE DATE RANGE	TERR.
AGP105636	03/15/2019	C30

DESCRIPTION	UOM	QTY	UNIT PRICE	EXTENSION
Misc. CITY OF RICHMOND, CA FEE	**EACH**	**1.00**	**$56.00**	**$56.00**
Manpwr. TECHNICAL ASSISTANT	**HOUR**	**1.00@32.00**	**$60.00**	**$1,920.00**
3/12 - 3/15				
S O'CONNELL - 11 HOURS				
M TRAN - 16 HOURS				
M BROWN - 5 HOURS				
Manpwr. TECHNICAL ASSISTANT OVERTIME	**HOUR**	**1.00@12.00**	**$90.00**	**$1,080.00**
3/12 - 3/15				
S O'CONNELL - 4 HOURS				
M TRAN - 6 HOURS				
M BROWN - 2 HOURS				
Manpwr. TECHNICAL ASSISTANT OVERTIME	**HOUR**	**1.00@11.00**	**$120.00**	**$1,320.00**
3/12 - 3/15 - DOUBLE TIME				
M TRAN - 5 HOURS				
M BROWN - 6 HOURS				
Manpwr. FIELD SUPERVISOR	**HOUR**	**1.00@40.00**	**$80.00**	**$3,200.00**
3/12 - 3/15				
J JOHNSON - 32 HOURS				
S CRUZ - 8 HOURS				
Manpwr. FIELD SUPERVISOR - OVERTIME	**HOUR**	**1.00@21.00**	**$120.00**	**$2,520.00**
3/12 - 3/15				
J JOHNSON - 12 HOURS				
S CRUZ - 9 HOURS				

** continued **

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Technical Solutions

CUSTOMER INVOICE	
INVOICE DATE	INVOICE NUMBER
3/27/2019	907384056
Net 30 Days	

For Billing Inquiries
Call VINNIE KALSI at 1 (800) 325-2382

Customer No. 567428

BILL TO: ACHAOGEN, INC.
ACHAOGEN ACCOUNTS PAYABLE DEPT
1 TOWER PLACE STE 300
S SAN FRANCISCO, CA 94080
ACCOUNTS PAYABLE

Generator No. 567429

JOB SITE: ACHAOGEN, INC.
1 Tower Place
SUITE #300
SOUTH SAN FRANCISC, CA 94080
JACKY CHAN

MANIFEST NUMBERS:
A 001515478VES B 001515477VES

CUSTOMER P.O. NUMBER	SERVICE DATE RANGE	TERR.
AGP105636	03/15/2019	C30

DESCRIPTION	UOM	QTY	UNIT PRICE	EXTENSION
Manpwr. FIELD SUPERVISOR - OVERTIME	HOUR	1.00@17.00	$160.00	$2,720.00
3/12 - 3/15 - DOUBLE TIME				
J JOHNSON - 9 HOURS				
S CRUZ - 8 HOURS				
Manpwr. SERVICE VEHICLE CHARGE	EACH	1.00@7.00	$100.00	$700.00
3/12 - 3/15 - PICK-UP TRUCKS				
Manpwr. SERVICE VEHICLE CHARGE	EACH	1.00@4.00	$172.00	$688.00
3/12 - 3/15 - BOBTAILS				
			TOTAL	$40,354.21

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PLEASE REMIT TO: PO BOX 73709, CHICAGO, IL 60673-7709

VEOLIA
ENVIRONMENTAL
SERVICES
Technical Solutions

CUSTOMER INVOICE	
INVOICE DATE	INVOICE NUMBER
4/11/2019	908665797
Net 30 Days	

For Billing Inquiries
Call VINNIE KALSI at 1 (800) 325-2382

Customer No. 567428

BILL TO: ACHAOGEN, INC.
ACHAOGEN ACCOUNTS PAYABLE DEPT
1 TOWER PLACE STE 300
S SAN FRANCISCO, CA 94080
ACCOUNTS PAYABLE

Generator No. 567429

JOB SITE: ACHAOGEN, INC.
1 Tower Place
SUITE #300
SOUTH SAN FRANCISC, CA 94080
JACKY CHAN

MANIFEST NUMBERS:
A 001517054VES B ZZ00603249 C 001517053VES

CUSTOMER P.O. NUMBER	SERVICE DATE RANGE	TERR.
9640	03/20/2019	C30

	DESCRIPTION		UOM	QTY	UNIT PRICE	EXTENSION
110590	LAB DEBRIS INCLUDING SHARPS	PTA	MIN	1.00	$170.00	$170.00
188520	LCMS/HPLC VIALS	PTA	141G	1.00	$387.00	$387.00
110590	LAB DEBRIS INCLUDING SHARPS	PTA	MIN	2.00	$170.00	$340.00
435810	LITHIUM BATTERIES	SLM	MIN	1.00	$50.00	$50.00
435812	ALKALINE BATTERIES	SLM	MIN	1.00	$50.00	$50.00
110586	NON-HALOGENATED SOLVENTS PC:1012	OSC	051H1	2.00	$76.00	$152.00
DISCREPANCY 25268						
WASTE RECEIVED WITH BTU <7000						
110586	NON-HALOGENATED SOLVENTS PC:1012	OSC	201H1	1.00	$76.00	$76.00
DISCREPANCY 25268						
WASTE RECEIVED WITH BTU <7000						
110592	HALOGENATED SOLVENTS PC:SF2	OSC	051H1	5.00	$98.00	$490.00
148246	HPLC BASIC WASTE PC:6015	OSC	151H1	1.00	$98.00	$98.00
148246	HPLC BASIC WASTE PC:6015	OSC	051H1	5.00	$98.00	$490.00
110583	HPLC ACID WASTE PC:1016	OSC	151H1	1.00	$72.00	$72.00
110583	HPLC ACID WASTE PC:1016	OSC	051H1	2.00	$72.00	$144.00
110593	WASTE MACHINE OIL PC:1012	OSC	051H1	2.00	$46.00	$92.00
Trans.	VEOLIA ES TECHNICAL SOLUTIONS	SLM	5 GAL	2.00	$23.00	$46.00
Trans.	VEOLIA ES TECHNICAL SOLUTIONS	OSC	5 GAL	16.00	$23.00	$368.00
Trans.	VEOLIA ES TECHNICAL SOLUTIONS	OSC	15 GAL	2.00	$34.00	$68.00
Trans.	VEOLIA ES TECHNICAL SOLUTIONS	OSC	20 GAL	1.00	$34.00	$34.00
Trans.	VEOLIA ES TECHNICAL SOLUTIONS	PTA	14 GAL	1.00	$34.00	$34.00
Trans.	VEOLIA ES TECHNICAL SOLUTIONS	PTA	55 GAL	3.00	$52.00	$156.00

** continued **

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PLEASE REMIT TO: PO BOX 73709, CHICAGO, IL 60673-7709

VEOLIA
ENVIRONMENTAL
SERVICES
Technical Solutions

CUSTOMER INVOICE	
INVOICE DATE	INVOICE NUMBER
4/11/2019	908665797
Net 30 Days	

For Billing Inquiries
Call VINNIE KALSI at 1 (800) 325-2382

Customer No. 567428

BILL TO: ACHAOGEN, INC.
ACHAOGEN ACCOUNTS PAYABLE DEPT
1 TOWER PLACE STE 300
S SAN FRANCISCO, CA 94080
ACCOUNTS PAYABLE

Generator No. 567429

JOB SITE: ACHAOGEN, INC.
1 Tower Place
SUITE #300
SOUTH SAN FRANCISC, CA 94080
JACKY CHAN

MANIFEST NUMBERS:
A 001517054VES B ZZ00603249 C 001517053VES

CUSTOMER P.O. NUMBER	SERVICE DATE RANGE	TERR.
9640	03/20/2019	C30

	DESCRIPTION	UOM	QTY	UNIT PRICE	EXTENSION
Misc.	ENERGY & SECURITY SURCHARGE	PERCNT	3,357.00	$0.09	$302.13
Misc.	CITY OF AZUSA TAX	PERCNT	1,614.00	$0.02	$32.28
Misc.	CITY OF RICHMOND, CA FEE	EACH	1.00	$16.50	$16.50
Misc.	EPA E-MANIFEST FEE	EACH	2.00	$20.00	$40.00
				TOTAL	$3,707.91

Veolia ES Technical Solutions LLC is permitted for and has capacity to accept waste listed above in container quantities.
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PLEASE REMIT TO: PO BOX 73709, CHICAGO, IL 60673-7709

VEOLIA
ENVIRONMENTAL
SERVICES
Technical Solutions

CUSTOMER INVOICE	
INVOICE DATE	INVOICE NUMBER
4/11/2019	908665970
Net 30 Days	

For Billing Inquiries
Call VINNIE KALSI at 1 (800) 325-2382

Customer No. 567428

BILL TO: ACHAOGEN, INC.
ACHAOGEN ACCOUNTS PAYABLE DEPT
1 TOWER PLACE STE 300
S SAN FRANCISCO, CA 94080
ACCOUNTS PAYABLE

Generator No. 567429

JOB SITE: ACHAOGEN, INC.
1 Tower Place
SUITE #300
SOUTH SAN FRANCISC, CA 94080
JACKY CHAN

MANIFEST NUMBERS:
A MISC3243728

CUSTOMER P.O. NUMBER	SERVICE DATE RANGE	TERR.
AGP105636	03/07/2019	C30

DESCRIPTION	UOM	QTY	UNIT PRICE	EXTENSION
Material DRUM LINERS (55 GALLON)	CASE	1.00	$94.00	$94.00
Material CYD11G-CUBIC YARD BOX W/LINER	EACH	10.00	$65.00	$650.00
Material LEVEL "D"/DAY	DAY	3.00	$65.00	$195.00
Material LEVEL "D"/DAY	DAY	3.00	$65.00	$195.00
Material LEVEL "D"/DAY	DAY	3.00	$65.00	$195.00
Equip. DECONTAMINATION PACKAGE	DAY	3.00	$250.00	$750.00
Misc. JOB PREPARATION FEE	PROJCT	1.00	$250.00	$250.00
Misc. ENERGY & SECURITY SURCHARGE	PERCNT	8,449.00	$0.06	$506.94
Manpwr. PROJECT MANAGER 03/07/2019	HOUR	1.00@8.00	$80.00	$640.00
Manpwr. ENVIRONMENTAL SPECIALIST I 03/07/2019	HOUR	2.00@8.00	$60.00	$960.00
Manpwr. PROJECT MANAGER 03/08/2019	HOUR	1.00@8.00	$80.00	$640.00
Manpwr. PROJECT MANAGER 03/11/2019	HOUR	1.00@8.00	$80.00	$640.00
Manpwr. ENVIRONMENTAL SPECIALIST I 03/08/2019	HOUR	2.00@8.00	$60.00	$960.00
Manpwr. ENVIRONMENTAL SPECIALIST I 03/11/2019	HOUR	2.00@8.00	$60.00	$960.00
Manpwr. PROJECT MANAGER	HOUR	1.00@3.50	$120.00	$420.00

** continued **

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PLEASE REMIT TO: PO BOX 73709, CHICAGO, IL 60673-7709

VEOLIA
ENVIRONMENTAL
SERVICES
Technical Solutions

CUSTOMER INVOICE	
INVOICE DATE	INVOICE NUMBER
4/11/2019	908665970
Net 30 Days	

For Billing Inquiries
Call VINNIE KALSI at 1 (800) 325-2382

Customer No. 567428

BILL TO: ACHAOGEN, INC.
ACHAOGEN ACCOUNTS PAYABLE DEPT
1 TOWER PLACE STE 300
S SAN FRANCISCO, CA 94080
ACCOUNTS PAYABLE

Generator No. 567429

JOB SITE: ACHAOGEN, INC.
1 Tower Place
SUITE #300
SOUTH SAN FRANCISC, CA 94080
JACKY CHAN

MANIFEST NUMBERS:
A MISC3243728

CUSTOMER P.O. NUMBER	SERVICE DATE RANGE	TERR.
AGP105636	03/07/2019	C30

DESCRIPTION	UOM	QTY	UNIT PRICE	EXTENSION
03/08 - OT				
Manpwr. PROJECT MANAGER	**HOUR**	**1.00@1.50**	**$120.00**	**$180.00**
03/11 - OT				
Manpwr. ENVIRONMENTAL SPECIALIST I	**HOUR**	**2.00@3.50**	**$90.00**	**$630.00**
03/08 - OT				
Manpwr. ENVIRONMENTAL SPECIALIST I	**HOUR**	**2.00@0.50**	**$90.00**	**$90.00**
03/11 - OT				
			TOTAL	**$8,955.94**

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PLEASE REMIT TO: PO BOX 73709, CHICAGO, IL 60673-7709

VEOLIA
ENVIRONMENTAL
SERVICES
Technical Solutions

CUSTOMER INVOICE	
INVOICE DATE	INVOICE NUMBER
4/11/2019	908666238
Net 30 Days	

For Billing Inquiries
Call VINNIE KALSI at 1 (800) 325-2382

Customer No. 567428

BILL TO: ACHAOGEN, INC.
ACHAOGEN ACCOUNTS PAYABLE DEPT
1 TOWER PLACE STE 300
S SAN FRANCISCO, CA 94080
ACCOUNTS PAYABLE

Generator No. 567429

JOB SITE: ACHAOGEN, INC.
1 Tower Place
SUITE #300
SOUTH SAN FRANCISC, CA 94080
JACKY CHAN

MANIFEST NUMBERS:
A MISC32300270

CUSTOMER P.O. NUMBER	SERVICE DATE RANGE	TERR.
AGP105605	02/12/2019	C30

DESCRIPTION	UOM	QTY	UNIT PRICE	EXTENSION
Material LEVEL "C"/DAY	DAY	3.00	$65.00	$195.00
Equip. DECONTAMINATION PACKAGE	DAY	1.00	$250.00	$250.00
Misc. JOB PREPARATION FEE	PROJCT	1.00	$250.00	$250.00
HASP II				
Misc. ENERGY & SECURITY SURCHARGE	PERCNT	2,995.00	$0.06	$179.70
Manpwr. FIELD SUPERVISOR	HOUR	1.00@8.00	$80.00	$640.00
Manpwr. FIELD SUPERVISOR - OVERTIME	HOUR	1.00@2.00	$120.00	$240.00
Manpwr. TECHNICAL ASSISTANT	HOUR	2.00@8.00	$60.00	$960.00
Manpwr. TECHNICAL ASSISTANT OVERTIME	HOUR	2.00@2.00	$90.00	$360.00
Manpwr. SERVICE VEHICLE CHARGE	EACH	1.00@1.00	$100.00	$100.00
			TOTAL	$3,174.70

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PLEASE REMIT TO: PO BOX 73709, CHICAGO, IL 60673-7709

VEOLIA
ENVIRONMENTAL
SERVICES
Technical Solutions

CUSTOMER INVOICE	
INVOICE DATE	INVOICE NUMBER
4/26/2019	909883385
Net 30 Days	

For Billing Inquiries
Call VINNIE KALSI at 1 (800) 325-2382

Customer No. 567428

BILL TO: ACHAOGEN, INC.
ACHAOGEN ACCOUNTS PAYABLE DEPT
1 TOWER PLACE STE 300
S SAN FRANCISCO, CA 94080
ACCOUNTS PAYABLE

Generator No. 567429

JOB SITE: ACHAOGEN, INC.
1 Tower Place
SUITE #300
SOUTH SAN FRANCISC, CA 94080
JACKY CHAN

MANIFEST NUMBERS:
A 001517053VES

CUSTOMER P.O. NUMBER	SERVICE DATE RANGE	TERR.
9640	03/20/2019	C30

DESCRIPTION		UOM	QTY	UNIT PRICE	EXTENSION
110583 HPLC ACID WASTE PC:1016	**OSC**	**051H1**	**2.00**	**$61.00**	**$122.00**
DISCREPANCY 25270 - REFERENCE MANIFEST 001517053VES WASTE RECEIVED WITH LOW BTU (BTU 3100) AND NEEDS TO BE INCINERATED. NEW CHARGE: $133.00/5 GAL PREVIOUSLY CHARGED: $72.00/5 GAL					
110583 HPLC ACID WASTE PC:1016	**OSC**	**151H1**	**1.00**	**$127.00**	**$127.00**
DISCREPANCY 25270 - REFERENCE MANIFEST 001517053VES WASTE RECEIVED WITH LOW BTU (BTU 3100) AND NEEDS TO BE INCINERATED. NEW CHARGE: $199.00/15 GAL PREVIOUSLY CHARGED: $72.00/15 GAL					
Misc. ENERGY & SECURITY SURCHARGE		**PERCNT**	**249.00**	**$0.09**	**$22.41**
Misc. CITY OF AZUSA TAX		**PERCNT**	**249.00**	**$0.02**	**$4.98**
				TOTAL	**$276.39**

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PLEASE REMIT TO: PO BOX 73709, CHICAGO, IL 60673-7709

VEOLIA
ENVIRONMENTAL
SERVICES
Technical Solutions

CUSTOMER INVOICE	
INVOICE DATE	INVOICE NUMBER
4/26/2019	909870373
Net 30 Days	

For Billing Inquiries
Call VINNIE KALSI at 1 (800) 325-2382

Customer No. 567428

BILL TO: ACHAOGEN, INC.
ACHAOGEN ACCOUNTS PAYABLE DEPT
1 TOWER PLACE STE 300
S SAN FRANCISCO, CA 94080
ACCOUNTS PAYABLE

Generator No. 567429

JOB SITE: ACHAOGEN, INC.
1 Tower Place
SUITE #300
SOUTH SAN FRANCISC, CA 94080
JACKY CHAN

MANIFEST NUMBERS:
A MISC32727260

CUSTOMER P.O. NUMBER	SERVICE DATE RANGE	TERR.
AGP104176	03/27/2019	C30

DESCRIPTION	UOM	QTY	UNIT PRICE	EXTENSION
Misc. ENERGY & SECURITY SURCHARGE	PERCNT	4,980.00	$0.09	$448.20
Manpwr. SERVICE VEHICLE CHARGE	EACH	1.00@12.00	$85.00	$1,020.00
Manpwr. ONSITE SERVICE TECHNICIAN 3/1, 3/4, 3/6, 3/8, 3/11, 3/13, 3/15, 3/18, 3/20, 3/22, 3/25, 3/27	HOUR	12.00@6.00	$55.00	$3,960.00
			TOTAL	$5,428.20

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PLEASE REMIT TO: PO BOX 73709, CHICAGO, IL 60673-7709

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE

In re:	Chapter 11
ACHAOGEN, INC.,	Case No: 19-10844 (BLS)
Debtor.[1]	

CERTIFICATE OF SERVICE

I, Howard A. Cohen, of full age, hereby certify as follows:

1. I am a director of the law firm of Gibbons P.C., attorneys for Veolia ES Technical Solutions, LLC in the above-captioned Chapter 11 case.

2. On May 30, 2019, I caused to be electronically filed through the Court's Case Management/Electronic Case File ("CM/ECF") system and served on all parties who have electronically entered a notice of appearance through the notice of filing generated by the Court's CM/ECF System, a copy of the *Objection of Veolia ES Technical Solutions, LLC to Debtors' Proposed Assumption, Assignment and Cure Regarding Executory Contract* (the "Objection").

3. Further, on that same day, I caused the Objection to be served via email to the parties as indicated on the attached Service List.

I certify that the foregoing statements made by me are true. I am aware that if any of the above statements are false, I am subject to punishment.

[1] The last four digits of Debtor's federal tax identification number are (3693).

Dated: May 30, 2019
Wilmington, Delaware

GIBBONS P.C.

By: */s/ Howard A. Cohen*
Howard A. Cohen (DE 4082)
300 Delaware Avenue, Suite 1015
Wilmington DE 19801-1761
Telephone: (302) 518-6330
Facsimile: (302) 429-6294
Email: hcohen@gibbonslaw.com

Attorneys for Veolia ES Technical Solutions, LLC

SERVICE LIST

Counsel to the Debtor:

(i) Hogan Lovells US LLP, 1999 Avenue of the Stars, Suite 1400, Los Angeles, California 90067, Attn: Richard L. Wynne and Erin N. Brady, Email: richard.wynne@hoganlovells.com and erin.brady@hoganlovells.com

(ii) (ii) Morris, Nichols, Arsht & Tunnell LLP, 1201 North Market Street, P.O. Box 1347, Wilmington, Delaware 19899, Attn: Derek C. Abbott and Andrew R. Remming, Email: dabbott@mnat.com and aremming@mnat.com

Office of the United States Trustee for Region Three:

The Office of the United States Trustee for the District of Delaware, 844 King Street, Suite 2207, Wilmington, DE 19801, Attn: Timothy J. Fox, Esq., Email: timothy.fox@usdoj.gov

Counsel to the Committee:

(i) Akin Gump Strauss Hauer & Feld LLP, One Bryant Park, New York, New York 10024, Attn: Arik Preis and Allison Miller, Email: apreis@akingump.com and amiller@akingump.com

(ii) Klehr Harrison Harvey Branzburg LLP, 919 N. Market Street, Suite 1000, Wilmington, DE 19801, Attn: Domenic E. Pacitti, Email: dpacitti@klehr.com

(iii) Klehr Harrison Harvey Branzburg LLP, 1835 Market Street, Suite 1400, Philadelphia, PA 19103, Attn: Morton R. Branzburg, Email: mbranzburg@klehr.com

Counsel to Silicon Valley Bank, N.A., in its capacity as a prepetition lender and DIP lender:

(i) Morrison & Foerster LLP, 200 Clarendon Street, Boston, Massachusetts 02116, Attn: Alexander Rheaume, Email: arheaume@mofo.com

(ii) Morrison & Foerster LLP, 250 West 55th St., New York, New York 10019, Attn: Todd M. Goren and Benjamin W. Butterfield, Email: tgoren@mofo.com and bbutterfield@mofo.com

(iii) Ashby & Geddes, P.A., 500 Delaware Avenue, 8th Floor, Wilmington, DE 19801, Attn: Gregory A. Taylor, Email: gtaylor@ashbygeddes.com